

MAY 28 1962

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# 1961-1963 FOOD AGREEMENT

## Retail Store Employees Union, Local 428, AFL-CIO

THIS AGREEMENT, entered into this..... day of....., 19....., by and

between....., a.....

(here insert whether a corporation, partnership or individual), First Party, hereinafter called the Employer, and RETAIL STORE EMPLOYEES UNION, LOCAL 428, of Santa Clara County, East Palo Alto, North Palo Alto (Ravenswood), and Menlo Park, affiliated with the Central Labor Council of Santa Clara County, the American Federation of Labor and Congress of Industrial Organization through the Retail Clerks International Association, Second Party, hereinafter called the Union.

### WITNESSETH:

In consideration of the premises and of the respective promises and Agreements and covenants of the above-mentioned parties hereto, they do hereby mutually agree as follows:

### Section 1. RECOGNITION AND JURISDICTION

(a) The Employer hereby recognizes the Union as the sole collective bargaining agency for all employees working for the Employer, and within the jurisdiction of Retail Store Employees Union, Local 428, except meat wrappers, and other meat department employees; and except for supervisors within the meaning of the Taft-Hartley Law. The term work of clerks as used herein shall mean all work and services performed for the Employer connected with or incidental to the handling or selling of all merchandise offered for sale to the public; except such work as may be performed in the preparation and sale of meats, poultry, fish and sea food products, both fresh and frozen; and except such work as is performed under prevailing practices in this area at the point of delivery by a driver-salesman engaged in servicing retail stores with merchandise directly from a delivery vehicle.

(b) UNION EMBLEM: In consideration of the performance of the Agreement herein contained, the Union agrees to loan the Employer the necessary number of Union Store Cards for the period this contract shall be in force. Said cards are the property of and are issued by the Retail Clerks International Association.

(c) COMMON OWNERSHIP: There shall be not more than two (2) Employers in any store or group of stores having common ownership. In partnerships, "employer" in this section means only bona fide partners who own an interest in the assets and in the profits of the partnership. In corporations, "employer" in this section means only two (2) officers of the corporation who own capital stock of the corporation. No shareholder of a corporation, or more than two (2) bona fide partners shall be deemed or classified as an Employer within the meaning of this Agreement. Employers as thus defined may do such work as is necessary in the conduct of the business. All other persons performing work under the jurisdiction of the Union shall be members of the Union and shall be governed by the provisions of this Agreement.

(d) NEW OWNER: This Agreement shall be binding upon the successors and assigns of the parties hereto. During the life of this Agreement, the employee benefits provided for herein shall not be affected by the sale or transfer of the business.

(e) CLERKS WORK: No person employed by the Employer, the conditions of whose employment are not covered by this Agreement, shall perform any work of Clerks, as defined in Section 1 (a) of this Agreement. None of the provisions of this Agreement need apply to one store manager or to his work in each location in which an owner is not on the premises.

It shall be understood that this Agreement shall not include or apply to any existing classification of employees which has heretofore been expressly excluded from contract coverage by the Parties; firms other than Safeway the exclusions must be in writing.

(f) INDIVIDUAL AGREEMENT: The Employer agrees that no member of the Union shall be compelled or allowed to enter into any individual contract or Agreement with said Employer concerning wages, hours of work and/or working conditions that provides less benefits than the terms and provisions of this Agreement. ..

(g) DEPARTMENTS: The provisions of this Agreement shall apply to all departments leased or subleased to others unless the employees in the department leased or subleased are subject to the jurisdiction of other Unions.

(h) DEMONSTRATIONS: The Employer shall direct all firms and organizations supplying personnel to work as demonstrators, exhibitors or samplers, to observe this Agreement.

(i) SALESMEN: The Employer assumes a particular responsibility to require observance of this Agreement on the part of book-salesmen. The Employer shall give to one clerk on each shift written authorization to request any salesman performing work in violation of this Agreement to cease such work. If the salesman does not comply with such request, then the authorized clerk shall report the matter to the Employer or the store manager, who shall then cause the salesman to cease such work.

### Section 2. UNION MEMBERSHIP

(a) UNION SHOP: Union membership shall be a condition of employment as in this section provided. After thirty (30) days of employment, or the effective date of this Agreement, whichever shall be later, each employee covered by this Agreement shall become and remain a member of the Union.

(b) **UNEMPLOYED LIST:** The Union agrees to maintain up to date lists of unemployed persons with an accurate record of their experience, if any, in the industry. Lists shall be maintained for each job classification covered by this Agreement.

(c) **REGISTRATIONS:** The Union agrees to accept registrations for employment upon each list so maintained, and to dispatch applicants for employment from said lists for vacancies or job openings with the Employer in accordance with his specification and this Agreement.

(d) **JOB OPENINGS:** The Employer agrees to notify the Union of vacancies or job openings covered by this Agreement and to give preference of employment to applicants with previous employment experience in the industry covered by this Agreement. The Union shall be allowed two (2) days, on which its office is open, to refer satisfactory applicants. The Union agrees that the Employer may employ persons from other sources when satisfactory applicants are not available from the lists maintained by the Union.

(e) **UNION REFERRALS:** Selection by the Union of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements, nor on age, sex, race, creed or color. The Employer shall retain the right to reject any job applicant referred by the Union provided such rejection is not in violation of this Agreement.

The parties agree to post in places where notices to employees and applicants for employment are customarily posted the provisions of this section.

(f) Disputes or disagreements arising out of this section shall be referred to the Adjustment Board and the Arbitration process as provided for in this Agreement.

(g) **OTHER HIRING:** Whenever new employees are hired for jobs covered by this Agreement, from sources other than the list maintained by the Union, the Employer shall:

1. Promptly notify the Union of such employment in writing, giving the date, place and job classification of the employment, and the name, address and telephone number of the new employee; and
2. Promptly advise the new employee of the terms and provisions of this Agreement and of his obligations hereunder; and
3. Direct the new employee to report to the Union within forty-eight (48) hours from the time of employment to be advised of the terms and provisions of this Agreement and of his obligations hereunder, and to complete necessary applications, forms and papers for qualification under the Health and Welfare, and Pension Plans provided by this Agreement.

(h) **NEW EMPLOYEES:** The provisions of this Agreement shall apply to the employment of any person covered by this Agreement, while such person is not a member of the Union.

(i) The parties will cooperate so that in the event the Employer is to retain any employee after thirty (30) days of employment, such employee shall have complied with his obligations hereunder to retain employment.

(j) **AGE LIMIT:** The Employer agrees that no person under the age of sixteen (16) years shall be permitted to perform work under the jurisdiction of the Union, except in cases individually agreed to between the Employer and the Union.

### **Section 3. DISCHARGES AND LAYOFFS**

(a) The Employer shall not discharge or discriminate against an employee for upholding Union principles, for serving on a committee of the Union or any organization affiliated therewith, or for refusing to purchase stocks, bonds, securities, or any interest in the Employer's business should Employer be operating as an individual, firm, company, partnership, joint stock company or corporation.

(b) **TERMINATION:** Regular employees who work on three (3) days per week or more shall be given three (3) working days notice of dismissal or discharge, or the equivalent pay, except when such dismissal or discharge has been for cause such as insubordination, disorderly or improper conduct. Employees who work on two (2) days per week shall be given two (2) working days notice for discharge under like conditions. In all cases, the day on which such notice is given shall not be counted unless the notice is given before the day's work begins. (A regular employee is one who has been in the continuous employ of a single Employer for a period of ninety (90) days or longer.)

(c) **WORK PERFORMANCE:** Employees shall perform their work in a workmanlike manner as directed by the Employer. Nothing contained in this Agreement shall limit the right of the Employer to discharge an employee for just cause.

Upon severance of employment of any employee, the Employer shall within 24 hours thereafter notify the Union of such resignation, lay-off or discharge. If discharge is for cause, the Employer agrees to submit the reasons therefor to the Union upon request.

(d) **SENIORITY:** In layoffs and rehiring, seniority shall govern when ability and performance are substantially equal; provided that before any employee having seniority shall be laid off or terminated on the ground that his ability or performance is not equal to that of junior employees, such senior employee shall be advised by the Employer and given a reasonable opportunity to improve his work.

(e) **WAGES DUE:** If an Employer discharges an employee, or if an employee quits, the total wages earned and unpaid at the time of such termination of employment are due and payable within seventy-two (72) hours.

When an Employer willfully fails to pay the total wages due his employee within the said seventy-two (72) hours, the wages of such employee shall continue as a penalty from the due date thereof at the same rate until paid but not to exceed thirty (30) days. The parties intend this paragraph to be a restatement of the provisions of the Labor Code of California and to be interpreted therewith.

### **Section 4 GENERAL PROVISIONS**

(a) **SAFETY RULES:** Safety rules pertaining to the conduct of employees shall be conspicuously posted by

the Employer in his place of business, and the Employer shall maintain in his store, or other place of business, a fully equipped first aid kit.

(b) **MILITARY SERVICE:** The Employer agrees to comply with the terms of the Universal Military Training and Service Act, with reference to all provisions providing for the re-employment of persons entering Military Service. These provisions shall be deemed a contractual obligation under the terms of this Agreement.

(c) **BONDING:** Wherever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, premiums for the same shall be paid for by the Employer. No cash deposits, cash or real property bond, shall be required of any employee.

(d) **FLOOR COVERING:** Wood or suitable floor-covering shall be provided for on all concrete floors behind check stands.

(e) **UNIFORMS:** Where the Employer desires the wearing of a uniform and/or head covering, the Employer shall furnish the same without cost to the employee. The Employer shall also provide for the maintenance of such wearing apparel.

(f) **TOOLS AND EQUIPMENT:** The Employer shall furnish all the required equipment and tools necessary for the employment, without cost to the employee.

(g) **PAY DAY AND DEDUCTIONS:** Employees shall be paid at least once each week, within five (5) days after the termination of the week's work, and before his shift terminates on pay day. The Employer shall furnish each employee with a weekly wage statement showing his name, hours of work, overtime if any, total wages paid and list of deductions.

(h) **BOARD AND ROOM:** When meals or lodging are furnished by the Employer, the parties agree that such meals or lodging are furnished for the Employer's convenience. No charge may be made for meals not eaten. "Meal" means an adequate well-balanced serving of a variety of wholesome, nutritious foods. "Lodging" means living accommodations which are adequate, decent and sanitary according to usual and customary standards. The employees shall not be required to share a bed nor shall there be more than two (2) to a room. Meals or lodging so furnished shall not be valued in excess of the following rates, or of rates set forth in the Industrial Welfare Commission's Minimum Wage Orders for the Mercantile Industry, whichever shall be greater.

Room — \$6.50 per week,

Meals — \$.85 each.

It is understood that the Union or the Employer may request renegotiation of this sub-section by serving a sixty (60) day written notice upon the other party prior to March 31st of any year. In the event that they are unable to agree upon a proper evaluation of board and room the question will be submitted to the adjustment and arbitration of disputes in accordance with this Agreement.

(i) **UNION BUSINESS:** Employees shall be allowed time off without pay for the purpose of attending Agreement negotiations, adjustment or arbitration board hearings or for other bona fide Union business. In all such instances the Employer shall be notified not less than three (3) days in advance of such absence and the num-

ber of employees requesting such absences shall be so limited by the Union that it will not interfere unreasonably with the Employer's business.

(j) **CLAIM LIMIT:** All wage claims submitted by the Union must be filed in writing with the Employer within thirty (30) days after the Union has knowledge of the facts and must be filed with the Union by an employee within one (1) year after the termination of his employment.

(k) **JOB INJURY:** When an employee is injured on the job and reports for medical care and it is certified that he is unable to continue work, he shall be paid the basic straight time rate of pay for the hours not worked on the day of injury.

(l) **PAYROLL DATA:** In the event the Union has information that the Employer has violated provisions of this Agreement relating to rates of pay or the payment of welfare, pension and sick leave contributions, the Employer agrees to supply the Union with the necessary payroll data.

(m) **JURY DUTY:** Employees required to perform jury duty shall receive their regular straight time pay during such jury duty less jury pay received. Notwithstanding the provisions of Section 6(a) the Employer may reschedule an employee performing jury duty during store operating hours so as to avoid or minimize payment of wages for such periods of jury duty.

(n) **TRANSFERS:** Any employee may refuse a transfer from the jurisdiction of this Local Union to another.

(o) **LEAVES OF ABSENCE:** When leaves of absence are granted, they must be in writing and specify the period of such leave.

(p) **PROMOTIONS:** In making promotions merit and ability will prevail.

(q) **RETURNED CHECKS:** Where the Employer has a posted or published check-cashing policy, the employees shall conduct themselves accordingly, and when an employee follows such policy, he shall not be held financially responsible for returned checks other than his own personal check, nor shall he be expected or required to locate the check-cashing customer.

## **Section 5. HOURS, OVERTIME AND SUNDAY PREMIUM PAY**

(a) **BASIC WORK DAY AND WEEK:** Forty (40) hours, consisting of five (5) days of eight (8) hours each in a calendar week, Sunday through Saturday, shall constitute a week's work as provided in this entire section. Employees other than those scheduled to work six (6) days in a week shall receive two (2) days off, not necessarily consecutive, in each calendar week. A day's work shall consist of eight (8) hours within nine (9) consecutive hours with one (1) full uninterrupted hour off for a meal.

(b) **OVERTIME RATES FOR DAYS IN CALENDAR WEEK AND HOLIDAY WEEKS:** Overtime at the rate of one and one-half (1½) times the employee's straight-time rate shall be paid for all work performed in excess of eight (8) hours per day or on the sixth (6th) day worked in a calendar week or on the fifth (5th) and sixth (6th) day worked in a week containing one of the holidays named in Section 9 of this Agreement, not counting a holiday worked.



(c) **SUNDAY RATE OF PAY:** For all work performed on Sunday, except as provided in paragraphs (g) and (h) of this Section, the following rates shall be paid:

Managing Clerks .....	\$6.55 per hour
Head Clerks .....	5.55 per hour
Regular Clerks .....	5.18 per hour
Apprentice Clerks, 4th 3 Mos. ....	4.63 per hour
Apprentice Clerks, 3rd 3 Mos. ....	4.38 per hour
Apprentice Clerks, 2nd 3 Mos. ....	4.00 per hour
Apprentice Clerks, 1st 3 Mos. ....	3.63 per hour

**SEVENTH (7th) DAY DOUBLE TIME:** For work performed on the seventh (7th) day worked in a calendar week shall be paid at double (2) the employee's straight time rate of pay.

(d) **OVERTIME RATE FOR MORE THAN FIVE (5) CONSECUTIVE DAYS:** All employees normally working a five (5) day workweek shall receive time and one-half for work performed after their fifth (5th) consecutive work day without reference to the calendar week until consecutive work days are broken by a day off, except when the schedule of an employee who has had or who is to have two (2) consecutive days off is changed in accordance with Section 6 (a) of this Agreement.

(e) **OVERTIME RATE FOR MORE THAN SIX (6) CONSECUTIVE DAYS:** All employees normally working a six (6) day workweek shall receive time and one-half (1½) for work performed after their sixth (6th) consecutive work day without reference to the calendar week until consecutive days are broken by a day off, except when their schedule is being changed in accordance with Section 6 (a) of this Agreement.

(f) **UNSCHEDULED WORK:** Work performed outside of an employee's scheduled eight (8) hour day of work shall be paid for at the overtime provisions in accordance with this Agreement.

(g) **SCHEDULED DAY OFF GUARANTEE AND OVERTIME RATE:** Employees called in to work on a scheduled day off and given shorter notice than that required by Section 6 (a) of this Agreement shall receive a minimum of eight (8) hours work or eight (8) hours pay on that day at the rate of two and one-half (2½) times the employee's regular straight-time rate if the day is Sunday, or at time and one-half (1½) if it is a day other than Sunday, but if such an employee works six (6) days during that calendar week, work performed on the scheduled day off shall be paid for at the regular rate for that day and that on the sixth (6th) day worked shall be paid for at the overtime rate.

(h) **OVERTIME SUNDAY PREMIUM RATE FOR THE SIXTH (6th) OR SEVENTH (7th) CONSECUTIVE DAYS:** The rate of pay for work performed on a Sunday which is a day worked in excess of five (5) consecutive days by a scheduled five (5) day employee or in excess of six (6) consecutive days by a six (6) day employee shall be two and one-half (2½) times the employee's regular straight-time rate.

(i) **DAY AND WEEK LIMITATION:** No employee shall be allowed to work beyond eight (8) hours per day or work seven (7) days in a calendar week, except in an emergency or with the permission of the Union.

## **Section 6. WORK SCHEDULE AND PREMIUM RATES**

(a) **POSTING OF WORK SCHEDULES:** The Em-

ployer agrees to post a weekly schedule of working hours specifying the starting and finishing times, meal periods and days off, and this schedule shall continue in effect until a new one is posted. A twenty-four (24) hour notice of any change in such schedule, other than meal period, shall be given by the Employer, except that in the case of a change in a day off, at least five (5) days advance notice shall be posted.

**POSTING NOTICE:** The five (5) days notice to an employee referred to above shall mean notice prior to his meal period on the fifth (5th) day before the day off which is to be changed. In any event, work schedules must be posted by Friday at 12 Noon of the week preceding the week in which such schedules are to be effective.

(b) **SHIFT INTERVAL:** At least ten (10) hours shall elapse between the termination of the shift of any employee and the commencement of his next shift.

(c) **SCHEDULED TO WORK A HOLIDAY:** Any employee normally scheduled to work five (5) days who is temporarily re-scheduled to work on a holiday shall be permitted to work his normal number of working days that week.

(d) **HOLIDAY EVE:** No employee shall be permitted to work after 7 P.M. on Christmas Eve and New Year's Eve.

(e) **MEAL PERIOD:** Each employee shall be released from work for his meal period within five (5) hours of the time of his reporting for work. Any employee who works in excess of five (5) hours without a meal period shall receive overtime compensation for all such work performed in excess of five (5) hours.

(f) **RELIEF:** The Employer shall authorize and permit women employees to take relief periods which, insofar as practicable, shall be in the middle of each work period. The authorized relief period shall be at the rate of ten (10) minutes per four (4) hours of work. No employee shall be denied the right to necessary or required relief.

(g) **DAILY GUARANTEE:** Any full time employee (one who is normally scheduled to work forty (40) hours or more per week) who is ordered to report for work shall be guaranteed not less than eight (8) hours' work. Any part-time employee who is ordered to report for work shall be guaranteed not less than four (4) hours' work. Bona fide students, who, by reason of attending scheduled classes, may not work four (4) hours, may be individually excepted from this provision by agreement of the Employer, the Union and the employee involved.

(h) **SHORT HOUR PREMIUM:** A premium of ten (10) cents per hour will be paid to all employees who are hired or scheduled to work less than forty (40) hours' work in any calendar week.

(i) **EMPLOYEES ON LAST SHIFT:** All employees required to do clean-up work or to serve customers after store closing time shall be scheduled to start their work at least fifteen (15) minutes after their shift has started.

(j) **NIGHT PREMIUM:** All employees shall receive extra compensation in addition to the regular scale herein set forth of fifty (50) cents per hour for all work performed between the hours of 7 P.M. and 7 A.M. up to a maximum of two dollars (\$2) per shift.

(k) **PREMIUM DAY:** Employees working any hours

on a Sunday or a holiday shall be paid the premium pay as provided for in this Agreement for the hours worked between 12:01 A.M. and 12:00 Midnight on that day.

(l) PROHIBITION OF OVERTIME: It is further agreed that no employee shall be required or permitted to work in excess of eight (8) hours on any premium day.

(m) SEPARATE EMPLOYERS: Any employee who works for another Employer in the retail food or liquor industry, on his day or days off shall be paid therefor at straight time, overtime, or premium rates calculated as though he had worked that week for a single Employer. It is understood that if the employee is properly shown on the schedule, the overtime rates shall not be in effect until after the Union notifies the Employer that the employee in question is an employee of another Employer in the industry.

## Section 7. WAGES

(a) Notwithstanding any schedule of minimum wages, employees now receiving a higher wage than that indicated in said schedule for the particular classification of work performed shall not have their wages reduced due to the signing and effect of this Agreement.

(b) The following minimum scale of wages shall be paid:

### EFFECTIVE SUNDAY, APRIL 2, 1961

CLASSIFICATION	Minimum Rates Weekly	Hourly	Time and One-Half
Managing Clerks .....	\$138.10	\$3.4525	\$5.1787
Head Clerks .....	118.10	2.9525	4.4287
Regular Clerks:			
12 Mos. Experience (2080 Hrs.).....	110.60	2.765	4.1475
Apprentice Clerks:			
4th 3 Mos. Experience (1560 Hrs.)..	101.10	2.5275	3.7913
Apprentice Clerks:			
3rd 3 Mos. Experience (1040 Hrs.)..	93.10	2.3275	3.4913
Apprentice Clerks:			
2nd 3 Mos. Experience (520 Hrs.)..	87.10	2.1775	3.266
Apprentice Clerks:			
1st 3 Mos. Exp. (Less than 520 Hrs.)	79.60	1.99	2.985

### EFFECTIVE SUNDAY, APRIL 1, 1962\*

CLASSIFICATION	Minimum Rates Weekly	Hourly	Time and One-Half
Managing Clerks .....	\$142.10	\$3.5525	\$5.3287
Head Clerks .....	122.10	3.0525	4.5787
Regular Clerks:			
12 Mos. Experience (2080 Hrs.).....	114.60	2.865	4.2975
Apprentice Clerks:			
4th 3 Mos. Experience (1560 Hrs.)..	105.10	2.6275	3.9413
Apprentice Clerks:			
3rd 3 Mos. Experience (1040 Hrs.)..	97.10	2.4275	3.6413
Apprentice Clerks:			
2nd 3 Mos. Experience (520 Hrs.)..	91.10	2.2775	3.4162
Apprentice Clerks:			
1st 3 Mos. Exp. (Less than 520 Hrs.)	83.60	2.09	3.135

### EFFECTIVE SUNDAY, MARCH 31, 1963\*

CLASSIFICATION	Minimum Rates Weekly	Hourly	Time and One-Half
Managing Clerks .....	\$145.10	\$3.6275	\$5.44
Head Clerks .....	125.10	3.1275	4.69
Regular Clerks:			
12 Mos. Experience (2080 Hrs.).....	117.60	2.94	4.41
Apprentice Clerks:			
4th 3 Mos. Experience (1560 Hrs.)..	108.10	2.7025	4.0538
Apprentice Clerks:			
3rd 3 Mos. Experience (1040 Hrs.)..	100.10	2.5025	3.7538
Apprentice Clerks:			
2nd 3 Mos. Experience (520 Hrs.)..	94.10	2.3525	3.5287
Apprentice Clerks:			
1st 3 Mos. Exp. (Less than 520 Hrs.)	86.60	2.165	3.2475

## COST OF LIVING

\*The basic straight time hourly rate of pay on April 1, 1962 and March 31, 1963 for each classification shall be adjusted for changes in the cost of living based upon changes in the B.L.S. Consumers Price Index (all items) for San Francisco, the latest publication available prior to January 1, 1962 and January 1, 1963 as compared to an index figure of 135.5. An upward or downward adjustment of 1¢ for each 0.5 (1/2) point change above the Index figure of 135.5 shall be made as shown in the schedule of examples set forth herein. The application of these adjustments shall be effective April 1, 1962 and March 31, 1963. In no event, however, shall a change in the aforesaid cost of living Index operate to reduce wages below the basic minimums established by this Agreement.

SCHEDULE: The basic wage rates set forth shall be supplemented by adjustments called for by the Cost of Living clause. If and when such adjustments are required, a full schedule will be printed and mailed to the Parties to this Agreement.

### EXAMPLES OF SCHEDULED COST OF LIVING CHANGES

Consumers Price Index For San Francisco	Adjustment of Cents Per Hour
135.5 - 135.9	0
136.0 - 136.4	1
136.5 - 136.9	2
137.0 - 137.4	3
137.5 - 137.9	4
138.0 - 138.4	5

CARRY-OUT BOYS: Carry-out Boys are eliminated; however, those presently employed may continue at the rate of pay and work specifications set forth in the 1959-60 Agreement.

BEGINNER CLERKS: Those persons employed as Beginner Clerks through July 1, 1961 shall receive a wage increase of 17 1/2¢ per hour, 10¢ per hour (and 7 1/2¢ per hour over the old contract rate and will become journey-men regular clerks when they complete their six (6) months (1040 hours) experience with the same Employer.

APPRENTICE CLERKS: Effective July 2, 1961 inexperienced persons may be employed at the new apprentice clerks classifications.

## Section 8. CLASSIFICATION OF EMPLOYEES

(a) For the purpose of this Agreement, the classification of employees is hereby defined as follows:

1. MANAGING CLERKS: Every store shall have a managing clerk at all times unless the Employer, or a Supervisor within the meaning of the Taft-Hartley Law, is actively engaged on the premises performing the work of the managing clerk. A managing clerk is an employee who has charge of and general supervision over, not more than one store, or attends to and is responsible for the proper collection of the cash and receipts, or the ordering of merchandise at the said store.

In the event the Employer or Supervisor is absent from the store for one or more eight (8) hour days in a week a clerk shall receive the wage scale of a managing clerk for said work.

2. HEAD CLERKS: A Head Clerk is a non-supervisory employee who in addition to his duties of Clerk in the course and scope of his employment, performs one or more of the following:

A. Acts as a buyer;

B. Is engaged the major part of the time in the receiving department of the Employer's establishment and is in charge of and responsible for the receiving of merchandise;



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- C. Supervises the conduct of the store in the absence of the managing clerk or the owner;
  - D. Is responsible for the opening or closing of a store;
  - E. Acts as a Produce Buyer, or is assigned responsibility by the Employer for the profitable operation of a produce section or department;

A Regular Clerk who is held responsible for the duties of a Head Clerk shall be paid the Head Clerk's rate for such work.

In every store having three or more fulltime employees, where one or more of the employees perform the duties of Head Clerk, as a regular part of their employment, the Employer shall designate at least one of said employees to act as Head Clerk; provided, however, that the Employer may combine and rearrange the duties performed by his employees in order to minimize the number of Head Clerks required.

3. **REGULAR CLERKS:** A regular clerk is an employee who has had more than twelve (12) months' experience in the retail food industry.

**PREVIOUS EXPERIENCE:** If a Journeyman employee has been out of the industry between five and ten years, he will be allowed to start at the 3rd Apprentice Clerk rate of pay.

If a Journeyman employee has been out of the industry ten or more years, he will be allowed to start at the 2nd Apprentice Clerk rate of pay.

If a person has been out of the Industry for five (5) years or more, who has not reached journeyman status, he will be allowed to start at the 1st Apprentice Clerk rate of pay.

4. **APPRENTICE CLERKS:** An Apprentice Clerk is an employee who has had less than twelve (12) months' experience in a food store under any of the above classifications, irrespective of where such experience may have been had. An Apprentice Clerk may perform the duties of any classification except managing clerk or head clerk.

(b) **LIMITED CLERK:** Any employee whose earning capacity is limited because of a physical or mental handicap, or other infirmity, may be employed on suitable work at a wage agreeable to the Employer, employee and Union.

(c) **TRAVEL ALLOWANCE:** An employee who is hired to work on a full time basis in one store, who is temporarily assigned to relief work in another store, shall be entitled to reimbursement for the following travel expenses:

1. Mileage, at 8¢ per mile, for the extra travel resulting from such assignment (or established bus or taxi fare if so designated by the Employer);
2. Reasonable allowance for board and lodging, not to exceed \$8.50 per day, when required to stay away from home overnight; and
3. Necessary out-of-pocket expenses such as bridge tolls and parking fees.

The above provisions shall not apply to an employee who is hired for or regularly assigned to relief work or to work in different stores on different days of the week.

(d) **TRANSPORTATION:** Any employee who is required by the Employer to perform his or her regular duties in more than one store in any day, shall be reimbursed for necessary out-of-pocket and mileage ex-

penses, as provided in Section 8(c) (1) and (3) above. No such transfer shall be made in a manner to interfere with the lunch hour of the employee so transferred, and all time consumed in travel from one store to another shall constitute a part of the regular day's work of the employee.

(e) **TWO CLASSIFICATIONS:** The Employer may require any employee to do work within the duties of any classification, in which event such employee shall be classified and paid under that classification which pays the highest wage during the day or week he performs such higher classified work, except that where any employee of a higher classification is relieved for a meal period; and provided, further, that the mere occasional or incidental performance of the duties of a higher classification shall not be construed as entitling the employee to the pay of the higher classification.

## Section 9. HOLIDAYS

(a) **NO WORK:** No employee shall be permitted to work on any of the following holidays: New Years Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

1. **VIOLATIONS:** In the event any Employer violates this provision by allowing anyone to work in the store on any of the above holidays, the Union will be allowed to place pickets at that store as soon as possible and allow them to continue their activities for a maximum of three (3) days following each violation.
2. **WORK:** In the event that employees shall be obligated to work on any of the following holidays, they shall be paid at the rate of double their regular rate of pay in addition to the normal holiday pay: Washington's Birthday, Memorial Day and Veterans Day.
3. **SUNDAY:** Whenever any of the holidays mentioned in this Agreement fall on Sunday, they shall be observed on the following Monday.
4. **ELIGIBILITY:** Employees working more than sixteen (16) hours per week who do not work on a holiday are entitled to holiday pay and double time in addition thereto for work on any holiday. Employees working sixteen (16) hours or less per week, who have a holiday falling on their normal scheduled days of work, may be rescheduled by the Employer so as not to receive less than their regular weekly pay; such employees who work on any holiday will receive their regular pay and double time in addition thereto.
5. **NEW EMPLOYEE:** A new employee who is hired in a holiday week to work more than sixteen (16) hours that week, whose employment commences on the day before or the day following the holiday or who works four (4) days in a holiday week shall also receive holiday pay. It is understood that no employee shall receive holiday pay from more than one Employer for the same holiday.

(b) **HOLIDAY WEEK:** There shall be no reduction in pay for holidays off. The said holidays shall be granted to the employees as days off in addition to their regular days off. Four (4) days, excluding the holiday, shall constitute a week's work for all employees in weeks within which the foregoing holidays occur.

(c) **OTHER HOLIDAY OBSERVANCES:** Where the Employer closes his store to the public on any other religious or legal holiday, except Easter, voluntarily or by law, the Employer agrees that the employee shall not suffer a reduction in pay on account of such closing. The Employer shall particularly recognize the special religious holiday celebrated on Good Friday, and all employees scheduled to work during that day, shall be allowed the hours off between 12:00 noon and 3:00 P.M. without reduction in pay and without being permitted to work during said hours.

## **Section 10. VACATIONS**

(a) All employees who work on two (2) days or more per week who have been in the service of the Employer for one (1) year, twelve (12) consecutive months, shall be granted a minimum of two (2) weeks vacation annually with pay. Such employees who have been in the service of the Employer for five (5) years or more shall receive three (3) weeks vacation annually with pay. Such employees who have been in the service of the Employer for fifteen (15) years or more shall receive four (4) weeks vacation annually with pay.

**CONTINUITY:** All loss from employment because of reasonable absence from work through sickness or other emergencies, or temporary lay-off, not exceeding thirty (30) calendar days, shall be considered as time worked for the purpose of determining the length of employment.

**PAY AND SPECIAL PROVISIONS:** For full-time employees, (for this purpose construed to be those working eighteen hundred (1800) hours or more) vacation pay shall be computed on the average of the twenty-six (26) work weeks of the employee's earnings immediately preceding the anniversary date of his employment. For part-time employees, those working under eighteen hundred (1800) hours, vacation pay shall be computed on the average of the fifty-two (52) work weeks of the employee's earnings immediately preceding the anniversary date of his employment. In all cases, the employee shall receive his vacation check not more than one week prior to his actual leaving for his vacation.

**SENIORITY PREFERENCE:** Senior employees shall be entitled to preference in choice of vacation periods by seniority within each classification.

**SCHEDULE:** The Employer agrees to post the available vacation dates for each classification by April 1st of each year so the employees will be better able to select their vacation periods.

**VARIATION:** Notwithstanding the provisions of subsection (d) herein the employees entitled to three (3) or four (4) week vacations shall be allowed to take them in one or two periods such as: two-two week periods; two week and one week periods; three week and one week periods; provided such vacation schedule shall be approved by the Employer, the employee involved and the Union.

(b) **PERIOD:** Vacation periods shall be granted between April 1 and October 1 of each year, or at other times if mutually agreeable to the Employer and employees affected, but in all cases at least ten (10) days notice of the date of vacation shall be given each employee. When a holiday falls during an employee's paid vacation, such employee shall receive an additional day's vacation with full pay.

(c) **PRO-RATA:** Any employee who is discharged, laid-off, or who resigns after six (6) months or more of employment shall receive vacation wages prorated on the basis of the period worked at the time of said interruption or termination of employment.

(d) **CONTINUOUS:** All vacations shall be taken in one continuous period. All employees entitled to a vacation shall receive their vacation pay allowance in advance immediately preceding the employee's vacation. Employees, at their option, shall be entitled to an additional week's vacation without pay; in all such cases, however, the employee shall give the Employer at least ten (10) days' notice prior to leaving for the paid vacation.

## **Section 11. STORE MEETINGS AND CHARITABLE DRIVES**

(a) Time spent in store meetings or in meetings called by the Employer before the commencement of the day's work or after the day's work, shall be considered as time worked and shall be paid for in accordance with the provisions of this Agreement.

(b) All employee contributions to charity shall be voluntary.

## **Section 12. WELFARE PLAN FUND**

(a) Effective January 1, 1960, an area-wide health and welfare plan shall be established to be known as, **NORTHERN CALIFORNIA AREA, RETAIL CLERKS UNION - EMPLOYERS WELFARE PLAN**, (herein called Welfare Plan). The said Welfare Plan shall include Retail Clerks Union Locals 428, 775, and 373, and all Employers with whom any of the said Local Unions have, or shall have, collective bargaining agreements providing for the adoption of this plan. The Welfare Plan shall also be open to affiliation by other Retail Clerks Local Unions and the Employers in the Northern California Area with whom they have collective bargaining agreements providing for the adoption of this plan.

(b) **JOINT TRUST FUND:** The Welfare Plan shall be operated by means of a joint trust fund administered by a Board of Trustees consisting of eight (8) trustees, half of whom shall be selected by the Local Unions and half selected by the Food Employers Committee, consisting of one representative from each of the following: Safeway Stores, Purity Stores, Lucky Stores, Food Industry Labor Service and any Food Employer Association active in the area of the Unions mentioned above.

(c) **EMPLOYEE GROUPS:** The Welfare Plan shall cover retail store employees covered by the agreements referred to in paragraph (a) above and persons employed by participating Local Unions in the following groupings:

Group I: Grocery, cigar, liquor, bakery, candy and drug employees.

Group II: Hardware, paint, furniture, appliance, shoes, jewelry, men's specialty stores and others where there is a predominance of male employees.

Group III: Department stores, women's specialty stores, variety stores and others where there is a predominance of female employees.

Benefits under the Welfare Plan shall be identical for all eligible employees and their dependents in the above



groups and any other group of employees covered prior to January 1, 1960.

In the discretion of the Trustees, life insurance benefits may vary in amounts between the groups of employees hereinabove set forth, provided that life insurance benefits in effect for employees for the period prior to January 1, 1960, may not be reduced while such employees remain covered by this Plan, and provided further that the Trustees are empowered to establish a life insurance program for all employees who become eligible hereunder after January 1, 1960, which program will be applied in a uniform manner except that life insurance benefits may vary in amount between groups of employees. It is understood, however, that contributions applicable to any one group shall not be used to carry the cost of any other group.

(d) **EMPLOYER CONTRIBUTIONS:** Beginning with January 1960, Employers shall contribute to the Welfare Plan Trust Fund the sum of eight and one-half (8 1/2) cents per hour on all straight time hours worked. Such contributions shall be made on or before the 20th day of each month for hours worked during the previous calendar month by all employees covered by this Agreement. Contributions shall also be made on all hours including vacations and holidays, which are compensated as straight time hours under the terms of this Agreement. The number of hours in the calendar week on which contributions are required on behalf of any employee shall not exceed forty (40) hours. Beginning with January 1961, and thereafter, the Employers shall contribute an amount per hour which is required to maintain in effect the benefits and eligibility requirements of the established Welfare Plan. The amount necessary shall be determined by the Trustees, who shall notify the Employers of the required contribution. Such action by the Trustees shall be binding on the Employers and the amount of contribution established by the Trustees shall become payable on the date set by Trustee action. The Trustees shall not require increased contributions from employees for dependent coverage. At such time or times when the Fund has accumulated a surplus equivalent to three (3) months of required premium payments, the Trustees shall temporarily suspend the employer contributions.

(e) **EMPLOYER ACCEPTANCE:** The Employer hereby agrees to accept and be fully bound by the terms of the Trust Agreement establishing the Retail Clerks Unions-Employers Welfare Plan and any amendments thereto; and the Employer further agrees that the said Employer Trustees, selected in the manner herein provided, shall be and are hereby authorized and empowered to act as the Trustees of the Employer and as his agents in carrying out their duties and responsibilities as set forth in said Trust Agreement and as herein provided. The Union agrees to furnish the Employer with a copy of said Trust Agreement and the Welfare Plan and any amendments to either.

(f) **ADDITIONS:** It is agreed between the parties hereto that the Welfare Plan referred to herein shall be supplemented by the Trustees in the following respects:

1. **PRESCRIPTIONS:** Effective April 1, 1961, a program for the payment of prescription drugs for eligible employees and their dependents will be established, the cost for which shall not exceed an additional two cents (2¢) per hour contribution from the Employer on all hours worked as defined herein.

2. **PHYSICAL:** Effective April 1, 1961, an annual physical examination for each eligible employee shall be added as a benefit under the Welfare Plan; provided that the charges for such examination shall not exceed Fifteen Dollars (\$15.00) over and above the X-ray and Laboratory allowance under the existing Plan.
3. **PENSIONERS:** Effective April 1, 1961, the Employer contribution shall be increased by an additional one-half cent (1/2¢) per hour on all hours worked to provide Health and Welfare benefits, as determined by the Trustees, for employees who have retired or who may retire under the Northern California Retail Clerks Unions and Food Employers Joint Pension Plan; provided, however, that the contribution for this purpose shall terminate in the event Health and Welfare benefits are provided for such pensioners at any time in the future by law.
4. **DENTISTRY:** Effective January 1, 1962, an additional five cents (5¢) per hour on all hours worked as defined herein shall be contributed to a Fund administered by the Trustees for the purpose of providing Dental Care for eligible employees and their dependents. Such Dental Care shall be available to said employees and their dependents no later than January 2, 1962.

### **Section 13. VISITS TO STORES**

It is agreed by both parties hereto that the business representatives of the Union shall have the right and shall be allowed by the Employer to visit any and all stores and shall have free access to the employees during such visits for the purpose of making inquiries from the employees relative to information concerning working conditions, complaints of members of the Union, and other matters pertaining to the enforcement of this Agreement, provided said investigation may be accomplished without interfering with the duties of the employees.

### **Section 14. SUSPENSION OF UNION MEMBERS**

When any member of the Union is suspended from the Union, the Employer shall, and hereby agrees to discharge said suspended member within seven (7) days after receiving due notice, provided such suspension has been made for failure of the member to tender the periodic dues uniformly required as a condition of maintaining membership in the union.

### **Section 15. STRIKE OR LOCKOUT**

(a) Refusal of an employee covered by the terms of this Agreement to pass through any picket line which has been sanctioned by the Central Labor Council of proper jurisdiction shall not constitute a violation of this Agreement.

(b) During the life of this Agreement the Union and the Employer agree not to engage in any strike or lockout as long as the other party has not repeated an act held by an adjustment board or arbitrator to be a violation of this Agreement or the other party is not in undisputed violation of a provision of the Agreement where no question of interpretation is involved.

### **Section 16. SICK LEAVE**

(a) **ELIGIBILITY:** All employees covered by this



Agreement who have been continuously employed in the industry for a period of six (6) months shall be entitled to six (6) half-days' sick leave with pay.

(b) **ACCRUAL:** Sick leave shall be cumulative and beginning with the employee's first (1st) anniversary date of employment following the 1958 anniversary date of this Agreement, unused Sick Leave shall accrue from year to year. Effective April 1, 1961, Sick Leave shall accrue at the rate of six (6) half days each six (6) months, not to exceed a maximum of sixty (60) half days.

(c) **PAYMENT:** A Doctor's certificate stating that the employee cannot or should not work shall be required by the Fund unless the employee is sent home by the Employer. Said Sick Leave is to commence after the first work day's absence due to sickness or injury except that where the employee has been hospitalized, sent home by the Employer, or supplies the Doctor's certificate stating he cannot or should not work, Sick Leave shall commence on the first day's absence from work and shall be paid for all full time clerks and part time clerks at the rate of one-half ( $1/2$ ) day's pay per day until such Sick Benefit Allowance is used up. Such employees may elect full day's payment from accumulated half day pay credits for the first week of illness.

(d) **INTEGRATION:** If an employee is collecting unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, and such unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, are less than a full day's payment of the sick leave benefits provided herein, such employee shall only receive sick leave benefits in addition to such unemployment compensation disability benefits or workmen's compensation temporary disability benefits, or both, in an amount sufficient to equal a full day's payment.

(e) **HALF-PAY DEFINED:** For the purpose of this Paragraph, half-pay shall mean four (4) hours' pay at the employee's regular classification rate for those days which the employee would have worked, had the disability not occurred, calculated at straight time. The waiting period herein provided, before half-pay commences, shall apply for each illness, in case the sick benefit allowance has not been used up in previous illnesses.

(f) **PRO RATA:** Sick leave shall be paid to all part-time employees on the basis set forth above on a pro rata of total hours worked during the year preceding the anniversary date as a ratio to 2080 hours, but can accumulate only for a maximum of five (5) years.

(g) **NOT CONVERTIBLE:** Sick leave benefits are not convertible to cash.

(h) **MOBILITY:** If an employee leaves employment with an Employer in the area covered by the Sick Leave Plan established herein and secures employment with another such Employer, said employee shall retain his Sick Leave credits accrued by reason of his prior employment.

(i) **CONTRIBUTIONS:** The Employer shall contribute to the Trustees of the Northern California Retail Clerks-Employers Trust an amount per hour which the Trustees determine from time to time is necessary to maintain in effect the Sick Leave Plan. The Trustees shall notify the Employer of the amount of the required contribution

and such amount shall become payable on the date set by Trustee action. Employer contributions shall be made on or before the 20th day of each month for hours worked during the previous month by all employees covered by this Agreement, and shall also be made on all hours including vacations and holidays which are compensated as straight-time hours under the terms of this Agreement. The number of hours in a calendar week on which contributions are required for any employee shall not exceed forty (40) hours. At such times as the Sick Leave Fund has accumulated a surplus equivalent to three (3) months average claims, the Trustees shall temporarily suspend Employer contributions.

(j) **TRUST AGREEMENT:** The Employer hereby agrees to accept and be fully bound by the terms of the new Trust Agreement and any amendments thereto; and the Employer further agrees that the said Employer Trustees, shall be and are hereby authorized and empowered to act as the Trustees of the Employer and as his agents in carrying out their duties and responsibilities as set forth in said Trust Agreement and as herein provided. The Union agrees to furnish the Employer with a copy of said new Trust Agreement.

## Section 17. PENSIONS

(a) **CONTRIBUTIONS:** Effective April 1, 1957, the Employer agrees to make a contribution of seven and one-half ( $7\frac{1}{2}$ ) cents per hour on all straight-time hours worked by all his employees covered by this Agreement. Such contributions shall also be made on all hours, such as vacations and holidays, which are compensated as straight-time hours under the terms of this Agreement. The number of hours in a calendar week on which contributions are required for any employee shall not exceed forty (40) hours.

(b) **PAYMENTS:** On or before the twentieth (20th) day of each month following April 1957, the Employer shall pay to the Trustees of the Northern California Retail Clerks Unions and Food Employers Joint Pension Fund the contributions for hours compensable during the preceding month as specified in this Agreement.

(c) **TRUST FUND:** Such contributions shall be made to a Pension Trust Fund to be trustee and administered in accordance with existing law and with the Pension Plan and Trust Agreement to be negotiated between the parties, or their designated agents, and shall be for the sole purpose of providing pensions for eligible employees, as defined in the Pension Plan.

(d) **B.L.S. INDEX AND AGE ADJUSTMENT:** It is agreed between the parties hereto that the existing Pension Plan should be amended and contributions increased one-half cent ( $1/2\text{¢}$ ) per hour effective April 1, 1962 so that Pension benefits payable to present Pensioners and future retirees shall be adjusted to meet changes in the B.L.S. Consumers Price Index, such changes to be measured from the November 1958 index. It is further agreed that said Plan should be amended to change the service eligibility requirement for Pensions from twenty-five (25) to twenty (20) years of age.

(e) **PROMPT PAYMENT:** The parties recognize and acknowledge that the regular and prompt payment of employer contributions to the Fund is essential to the maintenance of the pension plan, and inasmuch as beneficiaries under the Plan are entitled to pension benefits for the period of time that they may have worked while

covered by the plan even though contributions have not been paid on their behalf by their Employer, that it would be extremely difficult, if not impractical to fix the actual expense and damage to the fund and to the pension plan which would result from the failure of an individual employer to pay such monthly contributions in full within the time above provided; therefore, the amount of damage to the fund and pension plan resulting from any such failure shall be presumed to be the sum of \$20.00 per delinquency, or 10% of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of \$100.00 per delinquency, which amount shall become due and payable to the fund as liquidated damages and not as a penalty, upon the day immediately following the date upon which the contributions become delinquent, and shall be in addition to said delinquent contribution or contributions.

(f) **JOINT TRUST:** The Joint Pension Trust Fund shall be administered by a Board of Trustees, half of whom shall be appointed collectively by the Local Unions which are listed in the preceding Paragraph, and half of whom shall be appointed collectively by the Food Employers having collective bargaining agreements with such Local Unions, or by their designated agents.

(g) **OTHER PLANS:** The Employer retains the exclusive right to alter, amend, cancel, or terminate any presently existing company-sponsored pension plan or employee-retirement plan which existed prior to the establishment of the newly negotiated pension fund, provided that the effective date of such alteration, amendment, cancellation, or termination shall not occur prior to the acceptance of this plan.

(h) **REGULATIONS:** The Trust and the benefits to be provided from the Pension Trust Fund hereinabove referred to and all acts pursuant to this Agreement and pursuant to such Trust Agreement and Pension Plan shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable State or federal laws and regulations.

(i) **BUSINESS EXPENSE:** It is understood that this provision for a Pension Plan is being entered into upon the condition that all payments made by the Employer hereunder shall be deductible as business expenses under the Internal Revenue Code as it presently exists or as it may be amended subsequent to the date of this Agreement and under any similar applicable State revenue or tax laws.

(j) **LIMITATION:** The liability of the Employer shall be limited to the payment of the contribution required by the terms of this Agreement.

(k) **EMPLOYER ACCEPTANCE:** The Employer hereby agrees to accept and be fully bound by all of the terms of the trust agreement of the Northern California Retail Clerks Union and Food Employers Joint Pension Fund herein provided for and any amendments thereto; and the Employer further agrees that the employer trustees, selected in the manner herein provided, pursuant to said Trust Agreement, shall be and are hereby authorized and empowered to act as the trustees of the Employer as his agents in carrying out their duties and responsibilities as set forth in said Trust Agreement. The Union agrees to furnish the Employer with a copy of said Trust Agreement and Pension Plan and any amendments thereto.

## **Section 18. ADJUSTMENT AND ARBITRATION OF DISPUTES**

(a) Should a controversy, dispute or disagreement arise during the period of this Agreement, there shall be no cessation or stoppage of work or lock-out pending settlement of such controversy, dispute or disagreement, pursuant to the procedure herein set forth. All such differences, including cases where the Union feels that an employee has been unjustly discharged, which cannot be settled within five (5) days, shall be submitted to the Board of Adjustment to be constituted forthwith and appointed as follows:

1. Two (2) members shall be appointed by the Employer involved and two (2) shall be appointed by the Union. In the event a majority of these appointees do not agree upon a settlement within five (5) days after their appointment they shall within three (3) days thereafter mutually select a neutral chairman who shall be disinterested and not a member of the Union or engaged in the same line of business as the Employer, and these five (5) shall constitute a Board of Arbitration, and shall render a majority decision that shall be binding and conclusive upon all parties concerned. In the event that a neutral chairman cannot be mutually agreed upon within the said three (3) days, then the United States Mediation and Conciliation Service shall be requested to submit a panel from whom the parties shall select a neutral chairman.
2. The members of the committee representing the Union and the Employer, if compensated, shall be paid by representative principals. Any other expenses incurred as a result of arbitration shall be borne one-half by the Union and one-half by the Employer.
3. It is not within the official capacity of any established Adjustment Board to carry any action or matter submitted to it to any legal authority, or otherwise incur any financial obligation, without first having secured authorization in writing to do so from both the Employer and the Union.

(b) Pending the decision of any question referred to the Adjustment Board, the conditions in effect prior to the date that the dispute arose shall continue in effect pending the decision of the Adjustment Board; provided, however, that if the time limitations hereinabove set forth for considering and submitting disputes to the Adjustment Board and to Arbitrations are not reasonably adhered to and a particular dispute is not settled by adjustment or arbitration as provided herein, then the party injured by such failure shall be free to take any steps deemed necessary to enforce its right under this Agreement after ten (10) days' notice in writing of intention to take such action.

(c) Unless otherwise provided by a submission agreement, the powers of the arbitrator shall be limited to interpretation and enforcement of this Agreement.

## **Section 19. PERIOD OF THE AGREEMENT**

(a) This Agreement shall be in full force and effect until and including the 31st day of March, 1964, subject to written notice by either of the parties to the other



sixty (60) days prior to the anniversary date of a desire to reopen this Agreement. A copy of the proposed changes in the conditions shall be given to the other party not later than thirty (30) days after the date of notification to re-open the above conditions.

In the event that notice to amend this Agreement is not served by either party sixty (60) days prior to the expiration date of this Agreement, and changes submitted in accordance with the thirty (30) days provision mentioned above, this Agreement shall be deemed to be renewed from year to year thereafter, subject to sixty

(60) days' written notice prior to the 31st day of March of each year of a desire to amend this Agreement.

(b) Upon a final order of the National Labor Relations Board ordering an election pursuant to a determination that this Agreement does not constitute a bar to the filing of a representation petition, de-authorization petition, or de-certification petition covering the employees under this Agreement the Union or the Employer may terminate or require re-negotiation of this Agreement, or any portion thereof, by giving the other Party thirty (30) days' notice in writing thereof.

IN WITNESS WHEREOF, THE PARTIES have hereunto set their hands the day and year first hereinabove written.

RETAIL STORE EMPLOYEES UNION,  
LOCAL No. 428, AFL-CIO

By.....

.....  
Firm Name

.....  
ADDRESS

.....  
City

By.....

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CONTRIBUTIONS	17(a)	9
PAYMENTS	17(b)	9
TRUST FUND	17(c)	9
B. L. S. INDEX AND AGE ADJUSTMENT	17(d)	9
PROMPT PAYMENT	17(e)	9
JOINT TRUST	17(f)	10
OTHER PLANS	17(g)	10
REGULATIONS	17(h)	10
BUSINESS EXPENSE	17(i)	10
LIMITATION	17(j)	10
EMPLOYER ACCEPTANCE	17(k)	10

## STANDARD PROVISIONS

<b>DISCHARGES AND LAYOFFS</b> (Discharges)	3(a)	2
TERMINATION	3(b)	2
WORK PERFORMANCE (Discharge and Union Notice)	3(c)	2
SENIORITY (Rights)	3(d)	2
WAGES DUE (Time Limit)	3(e)	2

<b>GENERAL PROVISIONS</b>	4	2
SAFETY RULES	4(a)	2
MILITARY SERVICE	4(b)	3
BONDING	4(c)	3
FLOOR COVERING (Check Stands)	4(d)	3
UNIFORMS	4(e)	3
TOOLS AND EQUIPMENT	4(f)	3
PAYDAY AND DEDUCTIONS	4(g)	3
BOARD AND ROOM	4(h)	3
UNION BUSINESS	4(i)	3
CLAIM LIMIT	4(j)	3
JOB INJURY	4(k)	3
PAYROLL DATA	4(l)	3
JURY DUTY	4(m)	3
TRANSFERS	4(n)	3
LEAVES OF ABSENCE	4(o)	3
PROMOTIONS	4(p)	3
RETURNED CHECKS	4(q)	3

<b>VISITS TO STORE</b> (Union's Rights)	13	8
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<b>STORE MEETINGS AND CHARITABLE DRIVES</b>	11	7
Store Meetings	11(a)	7
Contributions to Charity	11(b)	7

<b>STRIKE OR LOCKOUT</b>	15	8
Refusal to pass a picket line	15(a)	8
Strike or Lockout	15(b)	8

<b>ADJUSTMENT AND ARBITRATION OF DISPUTES</b>	18	10
Submit Disputes	18(a)	10
How Appointed	18(a-1)	10
Compensation of Principals	18(a-2)	10
Limitation of Authority	18(a-3)	10
Pending Decision of	18(b)	10
Arbitrator (Powers Limited)	18(c)	10

<b>PERIOD OF AGREEMENT</b>	19	10
Special Termination	19(b)	11



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## U. S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON 25, D. C.

MAY 28 1962

May 15, 1962

Mr. James P. McLaughlin, Secretary  
Retail Clerks International Association, Local # 428  
84 South First Street  
Security Building - Room 347  
San Jose 13, California

Dear Mr. McLaughlin:

We have in our file of collective bargaining agreements a copy of your agreement(s) with the Retail Grocers Association. This agreement expired March 1961.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

*Ewan Clague*Ewan Clague  
Commissioner of Labor Statistics

May 21, 1962

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 18002. Number and location of establishments covered by agreement 400Santa Clara County and Menlo Park3. Product, service, or type of business Food

4. If previous agreement has been extended without change, indicate new expiration date

*James P. McLaughlin*

(Your name)

84 South First St.

(Street)

Secty- Treas.

(Position)

San Jose, Calif.

(City and State)