

AUG 1 1967

# Master Food and Liquor Agreement RETAIL CLERKS Local Union No. 1288 AFL-CIO

Agmt #674

1300000

THIS AGREEMENT, made and entered into this.....by and between the RETAIL CLERKS UNION LOCAL No. 1288, chartered by retail Clerks International Association, AFL-CIO, hereinafter referred to as the Union, party of the first part, and.....hereinafter referred to as party of the second part.

## WITNESSETH

In consideration of the premises, and of the respective promises, agreements and covenants of the said parties hereto, they do hereby mutually agree as follows, to wit:

### Section 1 — RECOGNITION AND CONTRACT

#### COVERAGE

(a) **Recognition.** The Employer hereby recognizes the Union as the sole collective bargaining agency for an appropriate unit consisting of all employees working in the Employer's retail food stores within the geographical jurisdiction of the Union (Merced, Mariposa, Madera, Fresno, Tulare and Kings Counties), except meat department employees and supervisors within the meaning of the National Labor Relations Act, as amended.

(b) **Clerk's Work.** The work covered by this Agreement shall be performed only by members of the appropriate unit as defined in Section 1 (a) hereof and such work shall consist of all work and services connected with or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail food stores including the demonstration of such products, but excluding (1) supervisory functions; (2) such work as may be performed by employees working exclusively in the meat department and who are engaged in the handling, cutting, selling, processing, wrapping, or displaying of fresh, frozen or processed meats, poultry, fish and seafood products in said department; (3) work of employees heretofore expressly excluded from the provisions hereof by agreement of the parties; and (4) subject to the terms and conditions applicable to the area of non-food merchandise as hereinafter set forth in sub-section (c) of this Section 1, such work as is performed under prevailing practices within the geographical jurisdiction of Local 1288 at the point of delivery by a driver-salesman engaged in servicing the retail food stores with merchandise directly from a delivery vehicle.

(c) It is understood and agreed that the application of Section 1 (b) (4) to the area of non-food merchandise shall be subject to the following terms and conditions:

1. Where the stocking, rearranging and displaying of non-food merchandise, or of a category or categories thereof such as drugs, health and beauty aids, housewares, soft goods, books and magazines has historically been performed by members of the bargaining unit within all of the retail food stores of the Employer within the geographical jurisdiction of the contract, then the aforementioned work with respect to such non-food merchandise, or category or categories thereof as the case may be, shall continue to be performed by said members of the bargaining unit during the term of this Agreement.
2. Where the stocking, rearranging and displaying of non-food merchandise, or of a category or categories thereof such as drugs, health and beauty aids, housewares, soft goods, books and magazines is being done by an employee of a rack jobber or service merchandiser in all or any of the retail food stores of an Employer within the geographical jurisdiction of the contract then, and in that event, an employee of a rack jobber or service merchandiser may continue to perform such work as aforesaid in all or any of the retail food stores of Employer within the geographical jurisdiction of the contract during the term of this Agreement.
3. Where, during the term of this Agreement, an Employer in the voluntary exercise of his independent discretion and business judgment undertakes to conduct the non-food operations in all of his retail food stores within the geographical jurisdiction of this contract, either in its entirety or within one of the categories such as drugs, health and beauty aids, housewares, soft goods or books and magazines, either through his own warehouse or by drop shipment or truck delivery to his retail food stores, then, and in that event, the Employer agrees that in order to protect such then existing bargaining unit

work, the work of stocking, rearranging and displaying of said non-food merchandise which he has elected to handle as aforesaid shall thereafter be performed only by members of the bargaining unit during the term of this Agreement and the Union agrees that the Employer shall be entitled to a non-food classification for employees who spend their time exclusively in the aforesaid non-food work in accordance with Section 8 (g). **NEW CLASSIFICATIONS.** It is understood, however, that in building a new store or in substantially remodelling an existing store an Employer may decide to construct a separate section designed solely for the operation of a major non-food department. In such a case only, the Employer may avail himself of the terms of Section 8 (g). **NEW CLASSIFICATIONS** for the purpose of determining the minimum wages, hours and conditions applicable to employees assigned to work exclusively in said non-food department. It is understood and agreed that nothing in this Section 1 (c) (3) contained shall be interpreted or construed to prevent any such Employer from continuing to handle portions of his non-food operations, or of a category thereof, in accordance with the provisions of Section 1 (b) (4) hereof and that this sub-section (c) (3) of Section 1 shall only be applicable to that portion of said non-food operation or of a category or categories thereof which he may, in the voluntary exercise of his independent discretion and business judgment as aforesaid, undertake to handle himself in all of his retail food stores within the geographical jurisdiction of this contract during the term of this Agreement.

4. The provisions of sub-sections 1, 2, and 3, of this Section 1 (c) shall not be applicable in the following situations: (a) any Employer who is not a party to the Agreement; (b) any Employer who is not on the date of this Agreement engaged in the business of operating a retail food store within the geographical jurisdiction of this contract. Any Employer party to this Agreement who, although operating a retail food store within the geographical jurisdiction of this contract is not stocking, rearranging or displaying non-food merchandise in his retail food stores either in whole or in part or within one or more of the categories such as drugs, health and beauty aids, housewares, soft goods, or books and magazines, and who elects to have non-food merchandise or one or more of the categories thereof as aforesaid in his retail food store or stores shall after such election be governed by the general provisions of this Section 1 (c).

(d) **Subcontracting and Sub-Leasing.** It is recognized that the Employer and the Union have a common interest in protecting work opportunities for all

employees covered by this Agreement. Therefore, except for work which is exclusively inventory or janitorial work (such as washing windows, washing or waxing floors and cleaning rest rooms) or work hereinabove excluded, no work covered by this Agreement, as defined in Section 1 (b) hereof, shall be performed under any sub-lease, subcontract, or other agreement unless the terms of said lease, contract, or other agreement specifically provide: (1) that all such work shall be performed only by members of the appropriate unit as defined in Section 1 (a) hereof; and (2) that the Employer, party hereto, shall at all times hold and exercise full control of the terms and conditions of employment of all such employees pursuant to the terms of this Agreement.

It is recognized that if the terms of the Employer's lease, contract or other agreement obligates the lessee or other party, as the case may be, to pay the wages and observe the other terms and conditions of this Agreement, then the Union agrees that the sole and entire financial responsibility for meeting the costs of observance of this Agreement shall be upon said lessee or other party and not upon this Employer and that he shall be, and by these presents is, hereby released from any and all financial liability in connection therewith.

(e) **Store Managers.** None of the provisions of this Agreement need apply to one overall supervisory store manager or to his work in each retail food store in which an owner is not actively engaged on the premises. It is recognized that the primary function of an overall supervisory store manager is to manage, but he shall not be restricted as to the amount of non-supervisory work which he may perform in connection with or incidental to his primary function of managing.

(f) **Owners.** There shall be not more than two (2) Employers in any store or group of stores having common ownership. In partnerships, "employer" as used in this sub-section means only bona fide partners who own an interest in the assets, and in the profits of the partnership. In corporations, "employer" as used in this sub-section means only two (2) officers of the corporation who own capital stock of the corporation. No more than two (2) shareholders 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.

(g) **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 providing the employee, or employees, are retained in em-

ployment by the new Employer for a period of more than sixty (60) days.

(h) **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 book salesman performing work in violation of this Agreement to cease such work. If the book-salesman does not comply with such request, then the authorized clerk shall report the matter to the Employer or store manager, who shall then cause the book-salesman to cease such work. It is understood, however, that such observance need not be required for a total of six (6) days before, during and after the opening of a store, provided, however, that in no event shall any work be performed by said book-salesman for more than three (3) days immediately following the store opening.

(i) **Traveling Clerks.** It is agreed by the Employer and the Union that employees may be assigned to work in two or more different stores located in the geographical jurisdiction of two or more local unions. Each such employee shall be covered by all of the terms and conditions of the Agreement which is in effect in the area in which he works the major portion of his time. In the event that he does not work the major portion of his time in any one area, then the Employer shall designate the area agreement under which he is working and shall give written notice of the area so designated to the Union.

(j) **Individual Agreement.** The Employer agrees that no employee covered by this Agreement 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.

(k) **Enforcement.** It is agreed between the parties that in order to secure proper enforcement of subsection (b) hereof, the Adjustment Board and/or Arbitrator provided for in Section 13 hereof shall have authority to provide an appropriate remedy for breach of contract (including damages) when it is found that the Employer has knowingly permitted persons not permitted to do so by the terms hereof to perform or to have performed work in violation hereof.

## Section 2 — EMPLOYMENT OF UNION MEMBERS

(a) All employees covered by this Agreement shall within thirty-one (31) days after their employment, or within thirty-one (31) days after the signing of this agreement, whichever is later, become members of the Union and retain such membership as a condition of employment, subject to the provisions of Section 8 (a) (3) of the Labor Management Relations Act.

(b) **Unemployed Clerks:** The Union agrees to keep an up-to-date list of unemployed clerks with an accurate record of their experience, and the Employer

agrees to notify the Union of vacancies in positions covered by this Agreement in order that the unemployed clerks on the aforementioned list may be provided with a full opportunity to fill such vacancy.

In filling vacancies, Employers shall give preference to applicants with previous employment experience in the industry in the area covered by this Agreement.

(c) **Job Referral:** 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, bylaws, rules, regulations, Constitutional provisions, or any other aspect or obligation of Union membership. The Employer shall retain the right to reject any job applicant referred by the Union, provided that 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 provision of this section.

Disputes or disagreements arising out of this Section 2 of this Agreement shall be referred to the Adjustment Board and the arbitration process as provided in Section 13 of this Agreement.

(d) **New Employees:** The Employer shall within forty-eight (48) hours submit in writing the name, classification, and starting rate of pay of each new employee to the Union. The Union agrees that it will accept all employees of the Employer into membership in the Union on the same terms and conditions generally applicable to other members.

The Employer further agrees, with respect to such forty-eight (48) hour notice referred to above, to use triplicate forms which shall be supplied by the Union, a copy of which is attached hereto, and made a part of this Agreement.

(e) The Employer shall be responsible for requiring all his employees covered hereby to work under and live up to all the provisions of this Agreement relating to their employment, and shall pay the new employees the wages provided for in this Agreement during the period when they are not members of the Union.

(f) **Union Membership Termination:** The Union agrees to give the Employer seven (7) days advance notice of the termination of the membership of any employee for failure of the employee to tender the periodic dues uniformly required as a condition of maintaining membership.

Upon failure of the employee to tender the periodic dues required as a condition of retaining membership, the Employer shall and hereby agrees to discharge such employee within seven (7) days after receiving notice from the Union.

(g) **Minimum Age:** The Employer agrees that no person under sixteen (16) years of age, other than the sons or daughters of the owner, shall be permitted to perform work under the jurisdiction of the Union, ex-



cept in cases individually agreed to by the Employer and the Union.

(h) **Age Qualification for Employment:** Age shall under no circumstances be a basis for the rejection of an otherwise qualified applicant for employment, nor shall age to be a ground for the termination of employment of an otherwise qualified employee.

### Section 3 — DISCHARGE AND DISCRIMINATION — NOTICE PAY— SENIORITY

(a) The Employer shall not discharge or discriminate against any employee for upholding Union principles of trade unionism, serving on a committee of the Union, or any organization affiliated therewith, or failing or refusing to purchase stocks, bonds, securities, or interest in any partnership, corporation and/or company.

No person shall be discriminated against in regard to hiring, tenure of employment or job status by reason of race, color, creed or national origin.

(b) **Discharge:** The Employer reserves the right to discharge any employee covered by this Agreement for good cause. Upon discharge of any employee, the Employer shall, within seventy-two (72) hours, thereafter, notify the Union of such discharge. Claims of unjustifiable discharge shall be referred to the Adjustment Board provided for in Section 13.

(c) **Layoffs & Rehire:** In layoffs and rehiring the principle of seniority shall be recognized when practicable and when ability and performance are substantially equal; provided that before an employee having seniority is laid off on the grounds that his ability or performance is not equal to junior employees, such senior employees, shall be advised by the Employer and given a reasonable opportunity to improve his work.

(d) **Transfers:** Transfers of employees to other cities shall not be compulsory nor shall any employee be penalized for failure to accept such transfer.

(e) **Notice of Discharge:** Regular employees with six (6) months' service shall be given five (5) days' notice before dismissal or discharge, or the equivalent pay, except when such dismissal or discharge has been for cause, such as insubordination or disorderly or improper conduct. The Union shall be notified of the discharge.

(f) **Employee Notice of Termination to Employer:** The Union shall require employees with six (6) months' service with the Employer to give five (5) days' notice prior to leaving their employment except where circumstances beyond their control prevent them from doing so.

In the event of the failure of an employee to give such notice, the Employer may deposit with the **Food Industry Labor Service** from any pro rata vacation pay

due the employee, an amount equivalent to the employee's pay for the days of notice claimed not to have been given. In case of a dispute the Adjustment Board shall determine how much, if any, of such deposit shall be paid over to the Employer as penalty for failure of the employee to give the required notice to the Employer.

(g) **Final Pay Check:** Where in discharge cases final checks are not drawn on the premises, the Employer shall have seventy-two (72) hours in which to deliver or mail the discharged employee's final pay check.

### Section 4 — WORKING HOURS, OVERTIME AND PREMIUM PAY

(a) **Basic Work Day.** Eight (8) hours worked within nine (9) consecutive hours shall constitute a basic day's work. There shall be one uninterrupted hour off for meals; provided, however, that a meal period of one-half ( $\frac{1}{2}$ ) hour may be established when mutually agreed to between the employee, the Employer and the Union. The meal period shall at no time exceed one (1) hour, and must be given not earlier than three (3) hours nor later than five (5) hours after the starting time of the employee's shift. No employee shall be required or permitted to work a split shift.

(b) **Basic Work Week:** For all employees forty (40) hours, consisting of five (5) days eight (8) hours each, in a calendar week (Sunday through Saturday) shall constitute a basic week's work. Employees shall receive two (2) days off, not necessarily consecutive, within each calendar week.

In the event the Federal Wage and Hour Law is applied to retailing so as to increase the Employer's obligations hereunder, the parties shall re-open and revise this Agreement in order to preserve the intended work week and rates pertaining thereto.

#### Five Day-Forty Hour Week for Full Time Employees:

The Industry recognizes the five-day, forty-hour week provision and except for layoffs and individual cutbacks due to lack of work, acts of God or circumstances beyond the control of the Employer, fulltime employees as of April 2, 1961 will be so employed. This section, however, does not impede in any way the right of the Employer to use part-time help as needed.

(c) **Holiday Work Week:** Thirty-two (32) hours consisting of four (4) eight-hour days, exclusive of the holiday, shall constitute a week's work in any week in which a holiday falls. It is further understood that a holiday may not be considered an employee's regular day off.

(d) **Regular Overtime Rate:** All time worked in excess of the basic workday or on the sixth (6th) day worked in a calendar week or on the fifth (5th) day

worked in a holiday week exclusive of the holiday shall be considered as overtime and paid for at the rate of one and one-half times (1½) the employee's basic straight time rate of pay. The Employer may require overtime as needed; provided, however, overtime shall not be regularly scheduled or required in excess of the basic eight (8) hour work day unless permission is granted by the Union.

(e) **Sunday Premium Rate.** Except as provided in paragraph 1 below, all work performed on Sundays shall be paid for at the following rates:

Managing Clerk .....	\$6.55 per hour
Head Clerk .....	5.55 per hour
Regular Clerk .....	5.18 per hour
Fourth Apprentice .....	4.66 per hour
Third Apprentice .....	4.15 per hour
Second Apprentice .....	3.63 per hour
First Apprentice .....	3.11 per hour

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-day employee or in excess of six (6) consecutive days by a six-day employee shall be two and one-half (2½) times the employee's regular straight time rate of pay.

(f) **Emergency Premium Rate:** In emergency cases when employees are required to work on the seventh (7th) day worked in a regular calendar week or on the sixth (6th) day worked in a holiday week exclusive of the holiday they shall be paid at the rate of double their regular straight time rate of pay. It is further agreed that no employee shall be required or permitted to work in excess of eight (8) hours on any overtime or premium day.

(g) **Night Premium:** All employees working between the hours of 7:00 p.m. and 12 midnight shall be paid twenty-five (25c) cents per hour in addition to their regular rate of pay for the day. All employees working between the hours of 12 midnight and 7 a.m. shall be paid forty (40c) cents per hour in addition to their regular rate of pay for the day. It is further agreed that for any work performed in excess of fifteen (15) minutes but less than one-half hour, the premium for one-half hour shall be paid, and for any work performed in excess of one-half hour but less than one hour, the premium for a full hour shall be paid.

(h) **Consecutive Days Worked in Successive Calendar Weeks:** For all employees, time and one-half (1½) the employee's straight time rate of pay shall be paid for the eighth (8th) consecutive day worked in successive calendar weeks, and for each day worked thereafter until consecutive days worked are broken by a day off. When the eighth (8th) consecutive day worked falls on a premium day, additional one-half (½) the straight time rate of pay shall be added to the established rate of pay for such day. Work on premium days shall be counted as days worked for

the purpose of the continuity of consecutive days worked under this section, but a holiday not worked will break said continuity of consecutive days under this Section. This Section shall not apply to employees regularly scheduled on a six day basis, and further that other arrangements may be made by mutual agreement by the Employer, employee and the Union.

(i) **Short Hour Premium Rate:** All employees who are hired or scheduled to work less than forty (40) hours in a calendar week shall be paid ten (10) cents per hour in addition to the regular rate provided for their classification.

(j) **Working Schedules:** The Employer agrees to arrange and post a weekly schedule of working hours specifying starting and finishing times and days off. This schedule shall include the full first and last names of the employees. A twenty-four (24) hour notice of any change in such schedules shall be given by the Employer except that changes in days off will be posted no later than early the preceding Saturday morning and except further that when an employee's day or days off is Sunday, Monday or Tuesday, any change in such days off must be made not later than early Wednesday morning of the preceding week.

(k) **Daily Guarantee:**

1. All employees who work thirty-two (32) or more hours in a calendar week when ordered to report for work and remain available for work shall receive a full day's pay based on the established rate of pay for that day.

2. All employees working less than thirty-two (32) hours in a calendar week when ordered to report for work and remain available for work shall receive at least four (4) hours pay based on the established rate of pay for that day. The four (4) hour guarantee shall not apply to students regularly attending school. It is further agreed that students shall not replace non-student employees. All part-time employees shall be governed by all other provisions of this Agreement.

(l) **Employment By Two Employers:** No member employed full time shall be permitted to work for another Employer in the industry on his day or days off unless paid the overtime rate as provided in this Agreement. It is understood, however, that an Employer hiring such a person on his day or days off shall not be held liable for this payment until it has been called to his attention by the Union.

(m) **Travel Time:** Any employee who is required by the Employer to perform his or her duties in more than one store in any one day shall be paid actual transportation expense, and all time consumed by said employee is going from one store to the other shall be considered and paid for as part of the day's work, and the lunch hour shall not be interfered with.

(n) **Shift Interval:** At least ten (10) hours shall elapse between the termination of the shift of an employee and the commencement of his next shift.

(o) **Recognized Hour of Closing:** The clerks on duty at the recognized hour of closing shall wait upon all customers in all departments in the store at that time, and shall take care of all perishable merchandise to prevent its spoiling. The employees necessary for such work shall be scheduled accordingly.

#### Section 5 — HOLIDAYS

(a) No employee or other person including those exempt from the provisions of this Agreement under Section 1 shall be required or permitted to perform any work covered by this Agreement on New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day except that outside of the Metropolitan Area of Fresno the Employer shall have the option to work his employees on holidays other than Thanksgiving Day, Christmas Day and New Year's Day at double time plus holiday pay.

(b) These holidays shall be granted without reduction in an employee's weekly salary except when without reasonable excuse the employee fails to report for work the day before and the day after the holiday.

(c) **Holiday Eves:** No employee shall be permitted to work after 7:00 p.m. on Christmas Eve or New Year's Eve. (Note addendum attached hereto covering liquor clerks.)

(d) Holidays falling on Sunday shall be observed on the following Monday.

(e) **Holiday Work Week:** Thirty-two (32) hours consisting of four (4) eight-hour days, exclusive of the holiday, shall constitute a week's work in any week in which a holiday falls. It is further understood that a holiday may not be considered an employee's regular day off, nor shall scheduled days off be rearranged to avoid the payment of holiday pay.

(f) **Holiday Pay For Part-time Employees:** Holiday pay for holidays not worked shall be based upon one-fifth (1/5) of the employee's average hours worked per week in the six (6) weeks immediately preceding the holiday week.

(g) **Easter Sunday:** No employee shall be required to work on Easter Sunday, provided that employees desiring not to be scheduled for work on Easter Sunday shall notify the Employer of such desire at least three (3) days in advance.

**Good Friday:** No employee will be refused time off between the hours of 12 noon and 3:00 p.m. on Good Friday for the purpose of attending religious service. An employee taking such time off will receive straight time pay for scheduled working time during this period and shall not be required or permitted to make up such time off.

#### Section 6 — VACATIONS

(a) All employees who have been in the service of

the Employer for one year shall be granted a minimum of one (1) week's vacation with pay, and after two (2) years' service, two weeks' annual vacation with pay. All employees who have been employed by the Employer for five (5) years shall be granted three (3) weeks' annual vacation with pay. All employees who have been employed by the Employer for fifteen (15) years shall be granted four (4) weeks' annual vacation with pay.

Vacation pay shall be based on the employee's average weekly earnings during the twelve (12) month period immediately preceding the employee's anniversary date.

If an employee's employment is terminated for any reason after he has been employed for six (6) months, he shall be entitled to his prorated earned vacation pay.

(b) **Vacations For Part-time Employees:** Employees who normally work less than thirty-two (32) hours per week must have accumulated at least eight hundred (800) hours in each year to qualify for a vacation under (a) of this Section, and must have accumulated at least four hundred (400) hours to qualify for pro rata vacation under 3rd paragraph of (a) of this Section. Said vacation in either case shall be computed on the basis of the average number of hours worked per week during the periods.

(c) **Continuity of Service:** Time lost from employment due to leave of absence, sickness, or other emergency up to thirty (30) days, shall be considered time worked for the purpose of determining the length of employment and the vacation anniversary date. An employee may be required to make up time lost in excess of thirty (30) days before being eligible for vacation.

(d) **Holiday Within Vacation Period:** It is agreed that if a holiday named under Section 5 of this Agreement, or any other recognized and observed by closing by the Employer, falls within the vacation period of an employee, an additional day off shall be added to the vacation period with full pay therefor or the employee shall be paid one additional day's pay in lieu thereof.

(e) **Vacation Schedules:** All employees must be notified of the time of their scheduled vacation at least thirty (30) days in advance thereof, and shall receive their vacation pay in advance. All employees shall be entitled to preference in vacation periods in the order of their seniority, provided, the Employer shall have the right to limit the number of people on vacation at any one time from any one classification.

(f) **Vacation Period:** Vacations shall be granted between April 1 and November 1, unless another time is mutually agreed to between the employee, the Employer and the Union, the exact date to be fixed as provided in Section 6 (e) of this Agreement. All vacations shall be taken in one continuous period and may not be cumulative from one year to another; provided,



however, that with respect to employees entitled to three (3) or four (4) weeks' vacation, such three or four weeks may be split to provide for two successive weeks at one time and one or two weeks at another time, if there is mutual agreement between the employee, the Employer and the Union.

(g) **Vacation Seniority:** Vacation seniority (defined as the length of an employee's service which determines the number of weeks vacation to which he is entitled) shall not be affected by the sale or transfer of the store in which he works. Employers selling or transferring a store shall comply with the terms of this Agreement by

paying pro rata vacation at the time of such sale or transfer. However, if the selling or transferring Employer fails to comply, then the Employer who takes over or purchases a store shall assume the pro rata obligations and also the obligations of the full vacation pay of each employee in the store whom he retains.

(h) **Waiving of Vacations:** Vacations may not be waived by employees nor may extra pay be received for work during that period; provided, however, that in extreme emergency of hardship cases this provision may be waived by prior mutual agreement between the employee, the Employer and the Union.

**Section 7 — SCHEDULE OF WAGES**

CLASSIFICATIONS	EFFECTIVE 3-29-64		EFFECTIVE 4-4-65		EFFECTIVE 4-3-66	
	BASIC WEEKLY RATES	HOURLY RATE	BASIC WEEKLY RATES	HOURLY RATE	BASIC WEEKLY RATES	HOURLY RATE
<b>*BEGINNER CLERK</b>						
1st 3 mos. (less than 520 hrs. in the industry) .....	\$107.40	2.685				
2nd 3 mos. (less than 1040 hrs. in the industry) .....	108.40	2.71				
After 6 mos. (less than 2080 hrs. in the industry) .....	113.40	2.835	117.40	2.935		
<b>REGULAR CLERK</b> (2080 hours or more) .....	123.40	3.085	127.40	3.185	131.40	3.285
<b>HEAD CLERK</b> (as defined) .....	130.90	3.2725	134.90	3.3725	138.90	3.4725
<b>MANAGING CLERK</b> (as defined) .....	150.90	3.775	154.90	3.8725	158.90	3.9725
<b>*COURTESY CLERK</b> (as defined) .....						
	68.00	1.70				

\*Effective August 9, 1964, the classification of BEGINNER CLERKS and COURTESY CLERKS will be eliminated and new classifications of APPRENTICES and STUDENT CLERKS will be established with rates of pay as follows:

APPRENTICES	EFFECTIVE 3-29-64		EFFECTIVE 4-4-65		EFFECTIVE 4-3-66	
	BASIC WEEKLY RATES	HOURLY RATE	BASIC WEEKLY RATES	HOURLY RATE	BASIC WEEKLY RATES	HOURLY RATE
1st 3 mos. (520 hours) .....	74.04	1.85	76.44	1.91	78.84	1.97
2nd 3 mos. (520 hours) .....	86.38	2.16	89.18	2.23	91.98	2.30
3rd 3 mos. (1040 to 1560 hours) .....	98.72	2.47	101.92	2.55	105.12	2.63
4th 3 mos. (1560 to 2080 hours) .....	111.06	2.775	114.66	2.865	118.26	2.955
<b>STUDENT CLERKS</b>						
1st 20 weeks in which any work is performed .....		1.80		1.85		1.90
Thereafter .....		1.85		1.90		1.95

(a) No employee shall have his weekly wage reduced on account of the signing of this Agreement provided such rate is based on the straight-time work week.

## Section 8 — CLASSIFICATION OF EMPLOYEES

Classification of employees shall be as follows: Apprentice Clerks, Regular Clerks, Head Clerks, Managing Clerks and Student Clerks.

(a) An apprentice is one who has had less than twelve (12) months (2,080 hours) experience in the industry.

(1) The twelve (12) months' apprenticeship (2,080 hours) shall be applied in four progression periods of 520 hours each, with wage rates to be applied on the basis of 60%, 70%, 80%, and 90% respectively of the Clerk's weekly and hourly rates.

(2) The ratio of apprentices shall not exceed one (1) apprentice for each four (4) full time experienced clerks employed in any store, provided that any employer employing one (1) but less than four (4) full time experienced clerks shall be entitled to one (1) apprentice. This same ratio shall apply to all Sunday and holiday assignments.

(3) Apprentices shall be trained for all work in the store and during such apprenticeship they shall receive at least thirteen (13) weeks' work at the checkstand and at least thirteen (13) weeks' work in shelf-stocking assignments.

(4) In hiring apprentices, preference shall be given graduates of a training school sponsored or approved by the Union; provided that if no such persons are available then the Employer shall be free to hire apprentices from other sources. It is understood in recruiting apprentices and Student Clerks there shall be no requirement to give preference to applicants with prior experience.

(5) Apprentices employed as Beginner Clerks prior to August 16, 1964, shall complete their apprenticeship under the terms of the prior collective bargaining agreement by the parties and they shall receive the same wage increase under this Agreement as is applicable to Regular Clerks. Any such Beginner Clerks who are terminated before completing their apprenticeship and subsequently return to employment in the Industry within one year from date of termination shall continue their apprenticeship under the progression periods and wage rates applicable under the collective bargaining agreement in effect prior to August 16, 1964 (or the transition date) until their apprenticeship is completed.

(b) **Regular Clerk.** A regular clerk is one who has had twelve months' (2080 hours) or more experience in the industry.

(c) **Experience in the Industry.** Where applicable experience in the food industry within the preceding five (5) years shall be given full credit. Experience in the food industry gained earlier than the preceding five (5) years but within the preceding ten (10) years shall be given 50% credit up to and including 1040 hours for purposes of classification and wage rates.

Experience in the food industry gained prior to the preceding ten (10) years is not required to be credited.

(d) **Head Clerk:** A head clerk is a non-supervisory employee who, in addition to his duties as regular clerk, performs one or more of the following duties:

1. Acts in the capacity of assisting the store manager in his duties.
2. Acts in the capacity of assisting the owner where the owner is actively engaged in the business performing the duties of a store manager.
3. Performs the duties of a store manager in his absence and generally supervises the conduct of a store during said time.
4. Does the buying for that department.
5. Is responsible for the cash receipts of a department.
6. Has administrative and supervisory responsibilities for a department, including stock handling and display.
7. Supervises other clerks in a department or is in charge of opening or closing the store.

It is understood that the Employer may so arrange the employees' duties and work shifts that the number of Head Clerks may be minimized and further, that the mere occasional or incidental performance of any of the Head Clerk's duties shall not be construed as a basis for classifying any employee as Head Clerk.

When a clerk who is not normally classified and paid as a Head Clerk on a weekly basis performs the duties of a Head Clerk on the day on which either the regular Head Clerk or the manager is absent, he shall receive the Head Clerk's rate of pay for the day.

(e) **Managing Clerk:** Every store shall have a managing clerk at all times unless the Employer or a supervisor within the meaning of the National Labor Relations Act, as amended, is actively engaged on the premises performing the work of a managing clerk. A managing clerk is a non-supervisory 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 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 more than one day a week, a clerk shall receive the wage scale of a managing clerk for said work.

(f) **Student Clerks:** Effective August 9, 1964, delete the Courtesy Clerk classification and substitute therefor a Student Clerk classification, as follows:

A student Clerk may be employed on the following basis only:

1. A Student Clerk is defined as a person who is enrolled in high school or college and as such is a regular member of the Union, or has applied for membership in the Union in compliance with the provisions



of this Agreement; provided this shall not apply to any person enrolled in an adult education program.

2. He shall be 16 years of age or over, and shall have complied with all the rules and regulations of the Board of Education in regard to minors securing permits to work. Evidence of such compliance shall be furnished the Union upon request.

3. Student Clerks may be employed on a ratio of one (1) for each four (4) full-time clerks on the payroll of the Employer in a store. Additional Student Clerks up to three in number will be allowed in markets with large parking lots, as agreed between the Union and the Employer. The employment of a Student Clerk shall not cause the replacement of a regular full-time or part-time Clerk or Apprentice, nor shall it cause a reduction in the number of hours of work of Regular Clerks or Apprentices.

4. A Student Clerk may not be employed for more than twenty-six (26) hours per week. No Student Clerk may work on Sundays, holidays, or when the store is closed to the public. A Student Clerk working in violation of this provision on Sundays or holidays shall be paid for eight (8) hours at two and one-half (2½) times the Regular Clerk's rate for any such Sunday work, and for eight (8) hours at three and one-half (3½) times the Regular Clerk's rate for any such holiday work.

5. Student Clerks reporting for work after being ordered to do so shall be guaranteed at least two (2) hours' work, or pay in lieu thereof, except that Student Clerks called to work on Saturday shall receive not less than four (4) hours' pay.

6. Student Clerks shall not be eligible for the short-hour premium rate as provided in Section 4 (i).

7. Employees who have been classified as Courtesy Clerks in the prior collective bargaining agreement shall be reclassified and paid as Student Clerks. Where the results of such classification exceeds the ratio provided under (f) 3 hereof, the ratio will be waived with respect to such employees being reclassified but no new Student Clerks may be hired until the ratio has been met in all of the Employer's stores.

8. Any Courtesy Clerk under the prior collective bargaining agreement who is not enrolled in high school or college and any Courtesy Clerk who is working in excess of twenty-six (26) hours a week shall be permitted to continue to work as a Student Clerk and for such hours until his hours are reduced due to lack of work or his employment is terminated; provided no hours may be worked on Sundays or holidays. The week ending 3-28-64 shall be the period considered for excess hours permitted.

9. Except as provided in (f) 8 above, a Student Clerk who works in excess of the hours per week permitted under Section 6 (f) 4 hereof shall immediately be classified as an Apprentice for such week in which the violation occurs and he may not, thereafter, be

returned to the Student Clerk's classification. If the Apprentice ratio provided in Section 8 (a) 2 will not permit another Apprentice in the store in which such Student Clerk is working, or in any other store operated by the Employer, then the senior Apprentice in the employ of the Employer shall be reclassified and paid as a Regular Clerk. In any reclassification to an Apprentice, a Student Clerk shall be given credit for all hours worked as a Student Clerk up to but not exceeding 1,560 hours and shall be placed on the Apprentice wage schedule according to such credited hours.

10. Student Clerks shall wear an identification badge, if supplied by the Union, upon his person and in full view at all times while on the job. Failure to wear this badge shall be considered a violation of this Section.

(g) **Demonstrators.** All work connected with or incidental to the demonstration of merchandise offered for sale in the Employer's retail store (except merchandise referred to in Section 1 (b) hereof as being excluded from this Agreement) shall be covered by this Agreement, and all such work shall be performed only by members of the appropriate unit as defined in Section 1 (a) hereof. No Demonstrator may perform such work in the Employer's retail store unless said Demonstrator is on the payroll of the Employer, party hereto or a licensee of said Employer, and unless the Employer at all time holds and exercises full control of the terms and conditions of employment of any such Demonstrators while such work is being performed in the Employer's retail store. Demonstrators shall be covered by all the terms of this Agreement. All employees classified as Demonstrators on May 1, 1964 shall be paid on the basis of the Regular Clerk's rate of pay.

(h) **New Classifications.** In the event the Employer notifies the Union that he has created a new classification or department within the jurisdiction of the Union, then the Union and the Employer will meet to determine the minimum wages, hours and conditions to apply to employees employed in such new classification or department. In the event they cannot agree upon the minimum rates, hours of work or other conditions such matters shall be determined by arbitration pursuant to the terms of this Agreement. It is agreed that the factors controlling any such determination either by the parties or in arbitration shall be the rates of pay, hours of work and other conditions generally prevailing in the area for comparable work in that industry. Jobs as to which no notification to the Union is given as herein provided shall continue to be covered by all of the terms and conditions of this Agreement unless and until such notice is given.

Prior to the time the minimum wage rates and conditions for the new classifications covered by notification to the Union are established by agreement of the parties or by arbitration, the employees involved shall be paid wages as determined by the Employer, but any

minimum wage rates and conditions agreed to by the parties or determined by arbitration shall be retroactive to the time of the new job classification, concession or department commenced operations.

#### Section 9 — VISITS TO STORES

It is agreed by both parties hereto that any authorized representative of the Union shall have the right and shall be allowed by the Employer to visit any and all stores for the purpose of observing working conditions, making inquiries from employees concerning working conditions, receiving complaints of members of the Union and/or noting any violations of this Agreement. The Union agrees that there will be no unnecessary visits or interferences with the proper performance of the work of employees covered by this Agreement.

#### Section 10 — CHARITY

The Union shall and hereby agrees to conduct and handle any and all campaigns and drives for charitable purposes among its members in such instances as it deems advisable but in no event shall the Employer carry on any charitable campaigns among his employees.

#### Section 11 — GENERAL PROVISIONS

(a) **First Aid:** The Employer shall maintain in his store a fully equipped first aid kit.

(b) **Bonding:** Wherever the Employer requires the bonding of an employee or the carrying of any insurance for the identification of the Employer, premiums for the same shall be paid for by the Employer. No cash deposits, cash or real property shall be required by the Employer or any employee.

(c) **Uniforms:** The Employer shall provide and maintain without cost to the employees all uniforms and special ties, shirts, head covering or other special garb which he requires them to wear.

(d) **Wage Statement:** The Employer agrees to furnish each employee with a wage statement showing period covered, name of employee, hours worked, overtime if any, total amount of wages paid, and to list deductions made. Wage statements shall be furnished each pay day; provided, however, that upon termination of employment the employee will be furnished a statement for final payment when final wage payment is made.

(e) **Meals and Lodging:** When meals or lodgings are furnished by the Employer, the said Employer and the Union will negotiate an amendment to this collective bargaining Agreement in which an agreed evaluation shall be placed upon said meals or lodging, or both.

(f) **Store Meetings:** No store meetings shall be held so as to conflict with the regular meetings of the Union, and upon a three-day notice to the Employer

of a special meeting, the Employer agrees to hold no store meetings to conflict therewith.

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 time worked and shall be paid for in accordance with the provisions of this Agreement. No employee shall be required or permitted to attend store meetings on his day off.

g. **Leaves of Absence:** Upon request the Employer agrees to grant to any employee who has been in the continuous service of the Employer for one (1) year or more, a written leave of absence not to exceed thirty (30) days for certified illness or injury.

(h) **Payroll Data:** In the event the Union has evidence which leads it to believe that the Employer has violated provisions of this Agreement relating to rate of pay or the payment of health and welfare or pension contributions, the Employer agrees upon written request from the Union to supply the Union with payroll data regarding the claim. The Union reserves the right when there has been repeated wage violations to require that the employees be paid by the Employer through the office of the Union.

(i) **Relief Periods:** No employee shall be denied the right to necessary or required relief. Any practice or direction that restricts any employee's relief periods to less time than that set forth in State Industrial Welfare Commission orders shall be a violation of this Agreement.

(j) **Injury on the Job:** Where an employee is injured on the job there shall be no deduction from the employee's basic straight time pay for the day in which the employee was injured and reported for medical care.

(k) **Jury Duty.** Employees required to perform jury duty or to appear in Court or the Police Department on behalf of their Employer, shall receive their regular straight time pay during such jury duty or such appearances, less jury pay or witness fees received. Notwithstanding the provisions of Section 5 (a), the Employer may reschedule an employee performing jury duty or making such appearances as referred to above, during store operating hours, so as to avoid or minimize payment of wages for such periods of jury duty or appearances, provided that such rescheduled hours when combined with time spent for such services does not exceed a total of eight (8) hours when in the reasonable control of the Employer. Otherwise, the overtime rate of time and one-half (1½) shall apply for all time in excess of the combined total of eight (8) hours. The employee shall supply the Employer with verification of time spent and fees paid for jury duty services.

If an employee appears in Court or the Police Department on behalf of the Employer on his days off, he shall receive his basic straight time rate of pay for the

time spent in making such appearance; but such time shall not be considered as part of the work week under the terms of this Agreement.

(1) **Contract Enforcement.** The parties agree to observe the following procedures in enforcing the terms of this Agreement with respect to authorized work and reporting of working time:

(1) The Employer shall post the following notice in all stores:

The law and the Union contract require that all time worked shall be recorded daily including starting and stopping time. All employees shall comply strictly with these requirements, and any employee failing to so comply shall be subject to discipline on the same basis as is followed with respect to any other violation of store rules or procedures.

(2) The Union shall promptly report in writing to the Employer any observed violation by an employee of this reporting time provision or the working of unauthorized time, and the Employer will take the necessary steps with the employee to correct such violation.

(3) Upon notification by the Union of a second such violation by the same employee, the Employer shall pay to the Welfare Fund provided for herein an amount equal to the overtime pay due the employee. In such case the employee involved shall be subject to discharge under Section 3 (b) hereof.

#### **Section 12 — STRIKES AND LOCKOUTS**

(a) During the life of this Agreement the Union agrees not to engage in any strike or stoppage of work as long as the Employer has not committed an act held by the Adjustment Board or arbitrator to be in violation of this Agreement, or the Employer is not in clear violation of a provision of the Agreement where no question of interpretation is involved.

(b) During the life of this Agreement the Employer agrees not to engage in any lockout as long as the Union has not committed an act held by the Adjustment Board or arbitrator to be in violation of this Agreement or the Union is not in clear violation of the Agreement where no question of interpretation is involved.

(c) The failure of any member of the Union to pass through a picket line sanctioned by the AFL-CIO Central Labor Council of appropriate jurisdiction or the Valley Clerks Joint Council shall not constitute a violation of this Agreement.

#### **Section 13 — ADJUSTMENT AND ARBITRATION**

(a) An Adjustment Board consisting of two representatives of the Union and two representatives of the Employer holding Union contracts shall be constituted for the purpose of passing on all disputes, claims and grievances pertaining to this Contract that arise between the parties regarding the meaning or interpretation of

this Agreement which cannot be settled between the Union and the particular Employer or Employers involved. Wage claims not involving the meaning or interpretation of this Agreement shall not be subject to the provisions of this Section.

Matters referred to the Adjustment Board shall be taken up by the Board within 48 hours. If the Board is unable to reach a majority decision within 10 days the matter then shall be submitted to arbitration. In the event the parties cannot agree on an arbitrator within 48 hours the matter shall be referred to the State Mediation and Conciliation Service, who shall appoint an arbitrator for decision. The decision of the arbitrator within the scope of submission shall be final and binding. No arbitrator shall be chosen to serve in two consecutive arbitrations unless by mutual consent of the parties. Neither the Board of Adjustment nor the arbitrator shall have authority to negotiate a new agreement. The expense of any proceedings provided for herein shall be borne equally by the parties.

The arbitrator shall not have the right to alter, amend, delete from or add to any of the terms of this Agreement.

#### **Section 14 — 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 reemployment of persons entering military service. These provisions shall be deemed a contractual obligation under the terms of this Agreement.

#### **Section 15 — GROUP INSURANCE — HEALTH AND WELFARE**

(a) The Employer agrees to contribute to the Valley Clerks Health and Welfare Fund the following amounts per hour on all straight-time hours worked each month by all employees covered by this agreement; such contributions shall be made on all hours compensated as straight-time hours, such as vacations and holidays but excluding paid sick leave hours. It is understood that the contributions required on behalf of any employee shall not exceed forty (40) hours per week.

1. Effective on and after June 1, 1961, ten and one-half cents (10½c) per hour.

2. Effective on and after September 1, 1964, twelve cents (12c) per hour.

3. Effective on and after June 1, 1965, thirteen and one-half cents (13½c) per hour.

4. Effective on and after June 1, 1966, fifteen cents (15c) per hour.

(b) The contributions provided for in (a) hereof shall be for the purpose of providing such health and welfare benefits for eligible employees and other eligible persons as are determined from time to time by the Trustees of the Valley Clerks Health and Welfare



Trust pursuant to the terms of that certain Trust Agreement and Declaration of Trust dated August 26, 1963. The Employer hereby acknowledges receipt of a copy of said Trust Agreement, and hereby agrees to be bound by all of the terms thereof and any amendments thereto.

(c) The Employer agrees to contribute an additional amount per hour on all straight-time hours worked each month by all employees covered by this agreement to a fund to be administered by the Valley Clerks Health and Welfare Trustees under the aforesaid Trust Agreement. Said hourly contributions shall be in addition to the contributions provided in (a) hereof, and shall be used by the Trustees for the purpose of providing a dental care program for all eligible employees and their dependents. Said contributions shall be made on all hours compensated as straight-time hours such as holidays and vacations, but excluding paid sick leave hours. Contributions shall be as follows:

1. Effective on and after April 1, 1962, five cents (5c) per hour.
2. Effective on and after September 1, 1964, six cents (6c) per hour.

(d) Employees who have retired or who may retire under the Northern California Retail Clerks Union and Food Employers Joint Pension Plan and their spouses may receive such health and welfare benefits as the Trustees of the Valley Clerks Trust Fund may determine.

(e) The parties hereto recognize and agree that the Trust will suffer, in connection with attempts to collect delinquent contributions from Employers, costs and expenses which it is impracticable or extremely difficult to fix or determine. Consequently, the Employers, and each of them, hereby empower the Trustees to establish from time to time in the rules and regulations of the Trust a reasonable figure which the Trustees may assess against any delinquent Employer in order to compensate the Trust for such costs and expenses. Such figure may be a fixed amount, or it may be stated as a rate which accrues in accordance with changes in a determinable variable, or it may be a combination of fixed amount and rate. The Employers hereby agree with each other, with the Unions, and with the Trustees to observe all such rules and regulations established by the Trustees, and to pay any fines, penalties, or assessments levied against them pursuant to such rules and regulations.

#### Section 16 — PENSIONS

(a) On or before the 20th day of each month the Employer agrees to make to the Trustees of the Northern California Retail Clerks Unions and Food Employers Joint Pension Fund such contributions as are determined by the Trustees to be necessary to maintain in effect the Joint Pension Plan of April 1, 1957, as amended. Such contribution shall be based upon all straight-time hours worked in the preceding month

by all employees covered by this Agreement and shall include all hours (such as vacations and Holidays) which are compensated under the terms of this Agreement. The number of hours in a calendar week for which contributions are required for an employee shall not exceed forty (40).

(b) 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 contribution 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 Twenty Dollars (\$20.00) per delinquency, or ten percent (10%) of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of One Hundred Dollars (\$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.

(c) The contributions provided for in Subsection (a) hereof are for the sole purpose of providing to eligible employees the Pension Benefits set forth in the Northern California Retail Clerks Unions and Food Employers Joint Pension Plan dated April 1, 1957, and/or in any amendments thereto. The parties hereto agree to continue to accept and be bound by the terms of the Declaration of Trust under which said Trust Fund and Plan are established and maintained; and the parties further agree to accept and adopt any amendments to said Declaration and Plan which are arrived at pursuant to the terms thereof.

If the Trustees find, on the basis of the annual actuarial study, that the employer contributions are insufficient for the payment of the benefits and sound funding of the Plan, they shall determine the amount of the employer contribution necessary for such purposes. For hours worked during the month immediately following the month in which such determination is made by the Trustees, and thereafter, for the remainder of this contract term, the Employer shall pay the increased contribution so determined.

(d) 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 aforesaid Pension Fund.

(e) 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.

(f) 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.

(g) It is agreed that the Pension Plan shall be amended in the following respects effective January 1, 1965:

(1) The monthly normal retirement benefit shall be \$3.34 per full year of credited service for the first ten years of such service, plus \$5.83 per full year of credited service for each year after the tenth year up to a maximum of \$150. The change in the normal monthly benefit shall apply to the following employees:

(a) All employees who retired on or after January 1, 1964 and who are alive on January 1, 1965;

(b) All other employees whose service has not been terminated on or before January 1, 1965.

(2) A disability Pension shall be provided for employees who meet all the following requirements:

(a) Service has not been terminated on or before January 1, 1965;

(b) Ten or more years of credited service have been earned;

(c) Eligibility for Social Security disability benefits is established on or after January 1, 1965.

The monthly disability pension shall be the monthly normal retirement benefit accrued to the date on which the employee first becomes eligible for social security disability benefits and his Disability Pension shall commence on such date.

#### Section 17 — SICK LEAVE

(a) Effective with hours worked on and after June 1, 1964, the Employer agrees to contribute to the Trustees of the Valley Clerks Trust Fund two cents (\$.02) per hour on all straight hours worked by all employees covered by this Agreement to a fund to be administered by said Trustees for the purpose of providing a sick leave plan for eligible employees. Such contributions shall be made on all hours compensated as straight-time hours such as holidays and vacations, but excluding paid sick leave hours. It is further agreed that this sub-section may be reopened on September 1, 1965, for the purpose of reviewing the status of the sick leave fund and as to whether increased contributions are needed therefor. Any differences between the parties as the result of such re-opening shall be determined pursuant to Section 13 of this Agreement.

#### Section 18 — TERM OF AGREEMENT

(a) Except as otherwise provided herein this Agreement shall be effective April 2, 1964, and shall remain in full force and effect to and including March 31, 1967, and shall be considered as renewed from year to year thereafter unless either party hereto gives written notice to the other of its desire to have the same modified or terminated. Such notices shall be given at least sixty (60) days prior to the expiration date of this Agreement, during which period negotiations for a new Agreement shall be conducted with all conditions agreed to by the parties to become effective on the first day of the week nearest the expiration date of this Agreement. If after opening as provided herein the parties fail to reach an agreement within the period so provided then the provisions of Section 12 shall not be binding on either party.

(b) It is understood and agreed between the parties that all prior agreements between them are hereby terminated and canceled, and that this Agreement supersedes and replaces all such prior Agreements.

(c) This Agreement shall be binding upon the heirs, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto by their duly constituted representative officers affixed their

signatures this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

FOR THE UNION:

**RETAIL CLERKS INTERNATIONAL ASSOCIATION**

Local No. 1288, AFL-CIO

By \_\_\_\_\_

FOR THE EMPLOYER:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
By

The existing Food Contract of the Retail Clerks Local 1288, effective April 2, 1964, applying to Liquor Clerks only, shall be amended as follows:

**STIPULATION — AGREEMENT OF FACTS COVERING LIQUOR CLERKS ONLY**

- (1) Liquor clerks may work on the holidays set forth in Section 5 and shall receive double time for same.
- (2) Section 4 to be amended as follows: Delete (g) "All employees shall receive extra compensation of twenty-five cents (25c) per hour in addition to the regular scale herein set forth for all work performed after 7:00 p.m. and before 12 midnight and 40 cents per hour in addition to their regular rate of pay between 12 midnight and 7 a.m."
- (3) Delete the last paragraph of Section 8 (d) in reference to Head Clerks.
- (4) Delete 5 (c) in reference to no work on Christmas and New Year's Eve.



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