

Receipt
OCT 28 1953

RETAIL FOOD CLERKS UNION

**Local No. 870
of Alameda County**



Revised Food Store Agreement

SHORT FORM



RETAIL FOOD CLERKS UNION

Local No. 870

of Alameda County



Revised

Food Store Agreement

SHORT FORM

SHORT FORM

Revised Food Store Agreement

Conforming to amendments negotiated at the contract opening of September 1, 1956, of the food store collective bargaining agreements for the period to September 1, 1959 by and between the Food Store Operators signatory thereto, First Party, jointly called Employer, and RETAIL FOOD CLERKS UNION, Local No. 870, affiliated with the AFL-CIO through the RETAIL CLERKS INTERNATIONAL ASSOCIATION, Second Party, hereinafter called Union, the revised short form food store contract is as follows, and the employer signatory hereto hereby agrees as follows with the Union.

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 I

Recognition of the Union

The Employer hereby recognizes the Union as sole collective bargaining agent for all employees employed in its retail stores in Alameda County, California, excluding meat section employees; and this agreement shall cover and apply to all of said employees for which the Union is hereby recognized as sole collective bargaining agent.

SECTION II

Employment of Union Members

The Employer shall employ only members of the Union in good standing and through the office of the Union; provided, however, that in the event the said Union cannot meet the request of the Employer for an employee, as hereinafter set forth, the Employer may hire a person not affiliated with the Union.

The Union shall maintain a list of unemployed members together with their qualifications. In the event said list contains no members satisfactory to the Employer, he may hire a non-

member of the Union, but only in compliance with the following rules:

(a) The Employer shall notify the Union prior to the employment of such non-Union person.

(b) The said employee shall file an application to become a member of the Union before reporting for work. The Union shall not initiate said employee within thirty (30) days from the date of his employment unless approved by the Employer.

(c) The Employer shall, upon notice from the Union, immediately discontinue the employment of said person if said person has not filed said application and has not become a member of said Union as above set forth.

(d) The Employer shall pay said person so employed during the period said person is not a member of the Union at the regular Union wage provided for in this agreement for the class of work said person is doing, and shall in all other respects require said person to work under and live up to all Union rules and regulations covering the employment as set forth in this agreement.

SECTION III

Discharge of and Discrimination Against Employees

The Employer shall not discharge or discriminate against

an employee for upholding Union principles, serving on a committee of the Union or any organization affiliated therewith, and failing or refusing to purchase stocks, bonds, securities or interest in any partnership, corporation and/or company.

Upon discharge of any employee the Employer shall, within twenty-four (24) hours thereafter notify the Union of such discharge and the reason therefor.

Effective April 1, 1957

SECTION IV.

Working Hours and Overtime

(a) For all employees, 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. Employees shall receive two (2) days off, not necessarily consecutive, in each calendar week, unless scheduled to work six (6) days in that week.

(b) All work performed in excess of the regular day's work of eight (8) hours in any one day, or in excess or outside of the regular forty (40) hours' work in five (5) days in any one week, shall be deemed overtime and paid at the overtime rate of one and one-half times the regular straight time rate.

(c) No employee shall be required or allowed to work more than nine (9) hours in any one day, nor on more than six (6) days in any one week; provided, however, that where the employee is engaged in taking inventory he may be required or allowed to work such overtime as may be necessary to complete the taking of the inventory.

(d) Including the lunch period, the hours comprising the day's work for all employees shall be worked consecutively. Both male and female employees shall receive one continuous and uninterrupted hour off for lunch at approximately the middle of

the working day. No employee shall be required or allowed to perform any duties of his employment during his lunch period.

(e) All employees working less than five (5) full days in any calendar week shall be paid ten cents (10¢) per hour above the scale in the classification in which they work, and shall be paid for the work performed during such calendar week within three (3) days after the last day worked in such week. Any employee reporting for work after being ordered to do so shall receive not less than a full day's pay for that day.

(f) All employees normally working a 5-day workweek shall receive time and one-half for work performed after their fifth 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 consecutive days off is changed in accordance with Section IV (k) of this Agreement.

(g) All employees normally working a six-day workweek shall receive time and one-half for work performed after their sixth 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 IV (k) of this Agreement.

(h) The continuity of consecutive days worked shall be considered to be interrupted by a holiday or a scheduled day off, whether or not worked.

(i) Employees called in to work on a scheduled day off and given shorter notice than that required by Section IV (k) of this Agreement shall receive a minimum of 8 hours' work on that day or 8 hours' pay at the rate of $2\frac{1}{2}$ times the employee's regular straight time rate if the day is Sunday or at time and one-half

if it is a day other than Sunday, but if such an employee works 6 days during that calendar week, work performed on the scheduled day off shall be paid for at the regular rate and that on the sixth day worked shall be paid for at the overtime rate.

(j) The rate of pay for work performed on a Sunday which is a day worked in excess of five consecutive days by a scheduled five-day employee or in excess of six consecutive days by a six-day employee shall be two and one-half (2½) times the employee's regular straight time rate.

(k) The Employer agrees to arrange a weekly schedule of working hours specifying starting and finishing time, lunch periods and days off. A twenty-four (24) hour notice of any changes in such schedule shall be given by the Employer, except in the case of changes in days off, a week's notice shall be given.

SECTION V

Schedule of Wages

The following schedule of minimum wages shall be maintained by the parties hereto during the period of this agreement, and the Employer shall and hereby agrees to pay wages in compliance therewith; it being understood and agreed that all wages fixed in this contract are so fixed upon the basis of an eight (8) hour day, and forty (40) hour week for both male and female employees worked over a period as set forth in Section IV above. All employees shall receive their pay weekly and within three (3) days after completion of the said week's work.

(A) Effective September 1, 1956

(1) The straight time hourly and weekly rates set forth in Section V A are increased respectively seven and one-half cents (7½c) per hour and Three and no/100 Dollars (\$3.00) per week;

and the overtime rates are increased accordingly as follows:

Beginner Clerks (Less than three months industry experience)—

	Hourly Rate	Overtime Rate	Weekly Rate
Rate	\$1.8875	\$2.83125	\$75.50

(More than three months but less than six months industry experience)—

Rate	\$2.075	\$3.1125	\$83.00
------	---------	----------	---------

Regular Clerks or Checkers—

Rate	\$2.225	\$3.3375	\$89.00
------	---------	----------	---------

Receiving Clerks—

Rate	\$2.35	\$3.525	\$94.00
------	--------	---------	---------

Head Clerks—

Rate	\$2.35	\$3.525	\$94.00
------	--------	---------	---------

Managing Clerks—

Rate	\$2.85	\$4.275	\$114.00
------	--------	---------	----------

Carry out Clerks (April 1, 1957)—

Rate	\$1.275		
------	---------	--	--

(AA) Effective September 1, 1957

(1) Said Section V A shall provide for the following straight time hourly and weekly rates, and overtime rates accordingly, the same reflecting an additional increase of five cents (5c) per hour or two dollars (\$2.00) per week over the straight time rates which became effective September 1, 1956. (Except Carry-out Clerks.)

Beginner Clerks (Less than three months industry experience)—

	Hourly Rate	Overtime Rate	Weekly Rate
Rate	\$1.9375	\$2.90625	\$77.50

(More than three months but less than six months industry experience)—

Rate	\$2.125	\$3.1875	\$85.00
------	---------	----------	---------

Regular Clerk or Checkers—

Rate	\$2.275	\$3.4125	\$91.00
------	---------	----------	---------

Receiving Clerks—

Rate	\$2.40	\$3.60	\$96.00
------	--------	--------	---------

Head Clerks—

Rate	\$2.40	\$3.60	\$96.00
------	--------	--------	---------

	Hourly Rate	Overtime Rate	Weekly Rate
Managing Clerks— Rate	\$2.90	\$4.35	\$116.00
Carry-out Clerks— Rate	\$1.275.		

(AAA) Effective

September 1, 1958

Said Section V A shall provide for the following straight time hourly and weekly rates, and overtime rates accordingly, the same reflecting an additional five cents (5c) per hour or \$2.00 per week increase over the straight time rates which become effective September 1, 1957. Except that the rate for Carry-out Clerks be increased 2½c per hr.

Beginner Clerks (Less than three months industry experience)—

	Hourly Rate	Overtime Rate	Weekly Rate
Rate	\$1.9875	\$2.98125	\$79.50

(More than three months but less than six months industry experience)—

Rate	\$2.175	\$3.2625	\$87.00
------	---------	----------	---------

Regular Clerks or Checkers—

Rate	\$2.325	\$3.4875	\$93.00
------	---------	----------	---------

Receiving Clerks—

Rate	\$2.45	\$3.675	\$98.00
------	--------	---------	---------

Head Clerks—

Rate	\$2.45	\$3.675	\$98.00
------	--------	---------	---------

Managing Clerks—

Rate	\$2.95	\$4.425	\$118.00
------	--------	---------	----------

Carry-out Clerks—Rate \$1.30.

B. RELIEF CLERKS

Wherever an employee is required by the Employer to change from one store to another during the same day, all time consumed by said employee in going either to or from one store to another shall be considered and paid for as part of his regular day's work.

C. PREMIUM PAY FOR NIGHT AND SUNDAY

(a) Employees (except carry out clerks) working on Sunday

shall receive full time additional to the rate of pay they otherwise would be entitled to under this agreement.

(b) Employees (except carry out clerks) working between the hours of 7:00 P.M. and 7:00 A.M. shall receive seventeen and one-half cents (17½¢) per hour additional to the rate of pay they otherwise would be entitled to under this agreement; but effective September 1, 1957, the seventeen and one-half cents (17½¢) per hour shall be raised to twenty-five cents (25¢) per hour.

(c) Effective April 1, 1957, Carry out Clerks working between the hours of 7:00 P.M. and 7:00 A.M. shall receive the rate of One Dollar and Forty-Five Cents (\$1.45) per hour, and, effective September 1, 1957, this rate shall be increased from One Dollar and Forty-Five Cents (\$1.45) per hour to One Dollar and Fifty Cents (\$1.50) per hour.

SECTION VI

Classification of Employees

For the purposes of this contract the classification of employees above set forth are hereby defined as follows:

(a) Beginner Clerk

A Beginner Clerk is one who has less than six (6) months' experience in the aggregate in the industry, irrespective of where such experience may have been had. A Beginner Clerk may perform the duties of any classification except managing clerk, receiving clerk or head clerk and shall be paid as stipulated in Section V, Schedule of Wages.

(b) Regular Clerk or Checker

A Regular Clerk or Checker is an employee who has had more than six (6) months' experience in the aggregate in the industry, irrespective of where such experience may have been had. In such instances where only one person is employed at a time in

a department the Employer may classify and pay such person as a regular clerk or checker.

(c) Receiving Clerk

A Receiving Clerk is an employee who is engaged the major part of his time in the receiving department of the Employer's establishment and who is in charge of and responsible for the receiving of merchandise.

(d) Head Clerk

A Head Clerk is an employee who in addition to the duties of a regular clerk or checker as hereinabove set forth, performs one of the following duties:

1. Acts as a department manager having charge of and supervision over a department, except in such instances as set forth in subsection (b) of this section defining the duties of a regular clerk or checker.

2. Acts as produce buyer.

3. Acts in the capacity of assisting the managing clerk in his duties; or acts in the capacity of assisting the owner where the owner is actively engaged in the business performing the duties of managing clerk, or performs the duties of a managing clerk in his absence, and generally supervises the conduct of a store. The mere occasional or incidental performance of a duty of a managing clerk while the managing clerk is on the job shall not be construed as the basis for classifying an employee as a head clerk. This subsection shall not apply to stores where not more than two people, including the owner, are working therein where either:

- (1) The owner is actively engaged in the business performing the duties of a managing clerk, or

- (2) Where a managing clerk is employed where the owner is not actively engaged in the business as above set forth in this subsection.

- (e) Where three or more peo-

ple, even though one be the owner, are working in a store which operates between 7:00 p.m. and 8:00 a.m., or on Sunday, not less than one of the employees shall be classified as Head Clerk irrespective of the number of employees working during such night hours or Sundays.

(f) Managing Clerk

A Managing Clerk is an employee who acts for and on behalf of the owner and who has one or more of the following duties in any one store. In addition to his work as clerk he has charge of and general supervision over not more than one store; or attends to the proper accounting and collection of the cash and receipts of the business; or has charge of the ordering of merchandise for the store; or is generally the nominal head or foreman thereof. In each store there shall be one managing clerk; provided, however, that in stores where the owner works actively on the premises the major part of the time performing duties of a managing clerk no managing clerk will be required. No managing clerk shall be employed for less than a full work week. (Absence from work due to illness or emergency excepted.)

(g) Student Clerks

A student clerk is an employee who is enrolled in and actually attending high school, college or university and who is employed to perform the duties of a beginner clerk, regular clerk or checker, as hereinabove defined. Student clerks shall in all respects be paid and work in accordance with the terms and provisions of this contract, except only that on those days on which a student clerk is not available for the guaranteed eight (8) hours work, after reporting for work, as provided in the last sentence of subsection 2 (c) of Section IV of this agreement because of school requirements, he need not be guaranteed the eight

(8) hours work, but shall be guaranteed a minimum of three (3) hours of work on that day.

Only one (1) student clerk may be employed for every five (5) clerks or major fraction thereof (i.e. three (3) to five (5) clerks, one (1) student clerk; eight (8) to ten (10) clerks, two (2) student clerks; thirteen (13) to fifteen (15) clerks, three (3) student clerks, and so on;), but in no event shall the employment of a student clerk or clerks result in the replacement of a regular clerk or reduction in the number thereof.

(h) The Employer may require any employee to do work not within the duties of one classification, in which event such employee shall be classified and paid under the classification which pays the highest wage, except where an employee of a higher classification is relieved for a lunch period.

SECTION VII

Effective April 1, 1957

CARRY-OUT CLERKS

(a) A carry-out clerk is an employee who is at least 16 years of age who may:

- (1) carry out bags and/or boxes containing the customer's purchase after they have been bagged and/or boxed, to the customer's vehicle,
- (2) clean up the area around the checkstands and the non-selling foyer or vestibule area between the checkstands and the entrances,
- (3) collect and line up push carts and return them to the store from the parking lot,
- (4) keep the sidewalk and parking area orderly and free from refuse.

(b) Carry-out clerks shall be subject to all the provisions of this Agreement except the part-time premium set forth in Section IV (e) and the premium

pay for Sunday work set forth in Section V C (a) of this Agreement, and except that instead of the minimum work guarantee set forth in Section VI (g) of this Agreement, carry-out clerks when scheduled or called to work shall be provided with 2 hours' work on school days and 4 hours on non-school days.

(c) Carry-out clerks shall not be permitted or required to work on any of the holidays listed in Section XII of this Agreement. Their rate of pay for work performed on Sunday shall be \$1.75 per hour.

(d) No employee presently employed by the Employer shall have his wage scale reduced or be discharged because of the employment of carry-out clerks by the Employer.

(e) If identification badges are supplied by the Union, carry-out clerks shall wear them on their person at all times during working hours, and the failure of a carry-out clerk to wear such a badge while working may be considered a violation of these provisions.

(f) The Employer agrees that carry-out clerks will not be required nor permitted to perform duties other than those listed above. In the event of a violation of this Section, the Union shall submit to the Employer involved a written warning, and in the event of a second violation in the same store, the Union shall have the right to suspend the use of carry-out clerks in that store.

(g) The age minimum shall not apply to sons and daughters of a sole owner.

(h) Carry-out clerks shall not be counted as clerks for the purposes of subsection (e) and (g) of Section VI of this agreement.

SECTION VIII

Caps and Uniforms

The Employer shall furnish all gowns and/or aprons and pay for the laundering of same, provided,

however, that in the event any employee uses more than three uniforms in any one week the Employer shall have the right, if he so desires, to deduct the sum of twenty-five (25) cents from the employee's pay for the week the employee uses more than three uniforms.

SECTION IX

Charity

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

SECTION X

Visit to Stores

It is agreed by both parties hereto that the business representative shall have the right and shall be allowed by the Employer to visit any and all stores for the purposes of making inquiries from the employees relative to information about working conditions, violations of working conditions, complaints of members of the Union, and/or any violation of this agreement.

SECTION XI

Suspended or Expelled Members of the Union

When any member of the Union is suspended or expelled, the Employer shall and hereby agrees to discharge such member within seven (7) days after receiving notice from the Union of such suspension or expulsion.

SECTION XII

Holidays

The following holidays shall be observed and each regular employee shall be paid for the same except when without permission of the Employer the employee fails to report for work

either the day before or the day after the holiday:

New Year's Day
Washington's Birthday
Memorial Day
Fourth of July
Labor Day
Veteran's Day (November 11)
Thanksgiving Day
Christmas Day

It is further agreed that whenever such holidays fall upon a Sunday they shall be observed upon the following Monday, and it is further agreed that said holidays shall be granted as days off to employees in addition to their regular days off.

When a holiday occurs during an employee's vacation period the employee shall receive either an extra day off, or an extra day's pay.

SECTION XIII

Vacations

All regular employees (i.e. employees exclusive of Friday and Saturday help) of an Employer shall receive two weeks' vacation with full pay for each twelve-month period, unless any such employee shall have completed five (5) or more years of continuous service with his employer, in which case, effective on and after January 1, 1954, the paid vacation shall be three weeks instead of two weeks.

All time lost from employment because of absence from work through sickness or other emergency or temporary lay-off shall be considered as time worked for the purpose of determining length of employment and of continuous service.

Vacation periods shall be fixed by the Employer to suit the requirements of his business, but as far as possible and practicable vacations will be given between May 1 and September 30, inclusive.

A week's vacation pay shall consist of the sum arrived at by multiplying the employee's straight time hourly rate at the

time of his taking his vacation by the average number of hours in his scheduled work weeks during the year preceding the taking his vacation. Any employee who has not been with the Employer for a year, but who has worked for the Employer six months or more, and his employment is severed for any reason other than a discharge for cause, as hereinafter defined, shall receive upon severance of employment a pro rate vacation pay in ratio to the time worked bears to his rate of vacation pay for two weeks.

Employees who are qualified for a paid vacation of two or three weeks, as the case may be, and have their employment severed for reasons other than a discharge for cause as hereinafter defined, and who have worked any period subsequent to that for which they have received a vacation, or are entitled to have received a vacation, shall likewise receive upon severance of employment a pro rate vacation pay as provided in the pro rate formula in the above paragraph, applied however to the two weeks or three weeks vacation as the case may be; it being understood, however, that no employee shall become entitled to a pro rate vacation of the third week of vacation unless the employee shall have completed the required five years of service with his Employer.

Only for the application of this section discharge for cause shall be deemed limited to discharge for drunkenness, proven dishonesty and deliberately insulting customers, and shall not include discharges for claimed inefficiency or inability to perform the employment tasks.

SECTION XIV

Insurance Trust Fund

There has heretofore been established and there is now the EAST BAY FOOD CLERKS JOINT INSURANCE TRUST, for

the purpose of providing group life, disability, accident and dismemberment insurance, and sickness, medical and hospital benefits, pursuant to an agreement of trust which is attached hereto and made a part hereof and marked Appendix "A" and as detailed in certain contracts between the said fund and the Hospital Service of California and the Minnesota Mutual Life Insurance Company.

The Employer agrees to continue to pay into said fund as provided in said Trust Agreement for the term of this agreement (September 1, 1953, to September 1, 1960) the sum of two dollars (\$2.00) per week (\$8.66 per month) for each eligible employee, provided, however, that if, at any time between September 1, 1955, and September 1, 1960, a larger contribution than said two dollars (\$2.00) per week is required to keep in effect the present insurance and benefits aforesaid, the Employer agrees to pay said greater amount for each eligible employee, provided, however, that the trustees of the said fund shall have the right to make provision for the continuation of said insurance and benefits with others than the said Hospital Service of California and Minnesota Mutual Life Insurance Company, and provided, further, that should the cost or premium for the present insurance and benefits be increased by agreement between the said fund and the present or other carriers thereof, notice thereof shall be given to the employers ninety (90) days in advance of the effective date of such increase in premiums.

During the term of this agreement the Employer shall not be charged with or be responsible for the cost of any increased insurance or benefits secured for the employees by agreement between the fund and the carriers, it being understood and agreed that the obligation of the Employer to the trust fund shall be

to pay two dollars (\$2.00) per week (\$8.66 per month) until September 1, 1955, for each eligible employee, and thereafter for the term of this agreement to continue said payments or such greater rate as may be necessary to guarantee the same insurance and benefits as those presently existing as aforesaid.

The trust fund is presently and shall continue to be administered by trustees of which an equal number shall be appointed by the Employers and Unions participating therein, and any and all insurance or health policies are presently and shall continue to be issued in the name of the trustees.

SECTION XV

Effective April 1, 1957

PENSIONS

(a) Effective April 1, 1957, the Employer agrees to make a contribution of seven and one-half cents (7½c) 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, holidays and sick leave, 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).

(b) On or before the 20th day of each month following April 1957, and for five (5) years thereafter, 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 paragraphs (a) and (d) of this Section.

(c) Such contributions shall be made to a Pension Trust Fund to be trusteeed 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. Subject to the provisions of paragraph (i) of this Section, payment of pension benefits shall commence July 1, 1957, with retroactivity to April 1, 1957, for retiring employees qualifying for such payments. Such pension shall not exceed a maximum of one hundred dollars (\$100) per month at the normal retirement age specified in the Pension Plan based on thirty (30) years of service as such service is defined in the Pension Plan.

(d) The pension benefits shall be those adopted and set forth in the Southern California Retail Clerks Union and Food Employers Joint Pension Plan dated January 31, 1957. Unless all of the benefits of the Plan are guaranteed by an insurance carrier, the Trustees shall cause an actuarial study to be made jointly by a consultant designated by the Unions and a consultant designated by the employers. Such study, to be initiated not later than April 1, 1958, shall include, among other materials, data developed during the first twelve (12) months' operation of the Plan and the results of an age and service survey of employees covered during that period, and shall set forth data on which can be based a determination of whether the Employer contributions specified in this Section are sufficient for the payment of the benefits and sound funding of the Pension Plan, including the establishment of appropriate reserves for the past service, vesting and early retirement provisions of the Plan. It is agreed that it will not be necessary to fully amortize past service liability in a period of less than thirty (30) years from the effective date of the Plan unless otherwise mutually agreed by the parties here-

to. If the trustees find, on the basis of the 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 the five-year period, the Employer shall pay the increased contribution so determined.

(e) The Joint Pension Plan shall include Locals 17, 197, 373, 428, 541, 588, 648, 775, 839, 870, 1119, 1179, 1288, 1364 and 1532 of the Retail Clerks International Association and shall cover employees working under collective bargaining agreements between each of such Local Unions and retail food employers. The Plan may, by action of the Trustees, also cover employees of such local unions and of joint welfare or pension funds established by such local unions and the food employers provided such Local Union or Fund is signatory to the Trust Agreement and Pension Plan as an Employer and makes the appropriate contributions for its employees.

(f) 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) 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 April 1, 1957.

(h) 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) 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) The liability of the Employer shall be limited to the payment of the contribution required by the terms of this Agreement.

(k) 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 Food 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 XVI

Effective September 1, 1957

SICK LEAVE

(a) All employees covered by this Agreement who have been continuously employed by their Employer for a period of at least one year shall be entitled to twelve (12) half-days' sick leave with pay per year.

(b) Sick leave shall be cumulative and beginning with the employee's first anniversary date of employment following the 1958 anniversary date of this Agreement, unused sick leave from the previous year of employment shall accrue from year to year, not to exceed a maximum of 60 half-days.

(c) A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence after the second work day's absence due to sickness or injury, and shall be paid for all full-time clerks, part-time clerks and carry-out clerks at the rate of one-half day's pay until such sick benefit allowance is used up.

(d) For the purpose of this Paragraph, half-pay shall mean four 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.

(e) Sick leave shall be paid to part-time employees, including carry-out clerks, 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 years.

(f) Sick leave benefits are not convertible to cash.

SECTION XVII

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 meeting in conflict therewith.

SECTION XVIII

Bond

Wherever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, the premiums for the same shall be paid for by the Employer.

SECTION XIX

Strike or Lockout

It shall not be a violation of this contract, nor shall any employee be discharged or discriminated against, for refusing to work for or to sell or handle the merchandise or products of or from any establishment or any individual firm or corporation, while such individual, firm or corporation is under lockout or is under a strike, or is listed in the official "We Don't Patronize" list of the Central Labor Council of Alameda County. Provided, however, that this section shall not apply in such instances where a lockout exists or a strike is called by any organization considered dual in character by the AFL-CIO or is conducting itself at the time of said lockout or strike contrary to the principles and practices of the AFL-CIO.

SECTION XX

Military Service

Any employee who is required to leave his employment through action of any governmental agency, or who voluntarily leaves his employment for the purpose of joining with the armed forces of the United States, shall, when his forced or voluntary absence

ceases without dishonorable discharge or severance, and if application be made within sixty (60) days therefrom be reinstated to employment upon his request, without loss of seniority and without detriment of any benefits of employment which existed at the time of his leaving employment, or which shall have accrued in the interim between his leaving employment and his return to work, and wherever possible to the position which he held when leaving employment, or to one providing not less remuneration than his original position.

In cases where the returning employee has suffered a disability which makes it impossible for him to perform his former work, or work similar thereto, he shall nevertheless be reinstated in employment in such position as may be within the ability of the employee to perform.

SECTION XXI

Term of Agreement

(a) This agreement shall be in effect from September 1, 1953 to September 1, 1960, subject, however to amendment and extension as follows:

(1) Any changes in wages, hours, or other benefits, or in conditions of employment or classifications, or any extension or extensions of term of agreement beyond September 1, 1960, which become or are made a part of the master agreement between the undersigned Union and the Major Food Store Operators in the Food industry executed for the period September 1, 1953 to September, 1960, and which said changes are made pursuant to allowance of amendments said master agreement shall upon notice by the Union to the Employer herein be automatically a part and amendment of this agreement and binding upon the parties hereto affected in the same manner and times as shall be provided in or agreed

to by the parties to said master agreement.

In the event such changes must be submitted for approval to any governmental agency the parties agree they shall join in supporting such changes.

(2) During the period after September 1, 1960, either party may seek the amendment of this agreement in respect to any of its provisions in the following manner:

Not later than July 1, 1960, or any year thereafter, either party may notify in writing the other of its desire to amend as of the first day of the following September, and shall specify the changes desired, whereupon the parties shall enter into negotiations on the amendments desired. If the parties are not in agreement by said September 1st following the giving of notice, this agreement shall terminate unless the parties then otherwise agree.

If in any particular year notice is not given as above set forth in this subsection the agreement shall be automatically extended in all of its then existing terms and conditions.

(b) The collective bargaining agreement between the parties for the period September 19, 1950 to September 1, 1955 (hereinafter called the old agreement) is hereby mutually cancelled and annulled as of September 1, 1953, for the unexpired period thereof subsequent to the said last mentioned date, but it is specifically understood and agreed that such cancellation and annulment shall in no way void or act as a waiver of any rights or obligations of the parties arising under said old agreement up to September 1, 1953.

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

(d) No employee shall suffer

any reduction in wages or general working conditions by reason of the signing of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day of, 19.....

FOR THE EMPLOYER:

.....
Name of Firm

.....
Address

.....
City

By.....
.....
Partners or Owner

RETAIL FOOD CLERKS' UNION Local 870

By.....
.....

NOTE!

1. For employers already signatory to the Union contract, this revised form is for ready reference in one document of current contract provisions as they now exist and will exist until September 1, 1959. Such employers and Union being already bound, the signatures of such employers are not required hereon.

For other employers, ie, those for the first time coming under contract, this will be the original contract with the Union and is to be signed by employer and Union.



any reduction in wages or ben-
efits without consultation by the
union or the signing of this agree-
ment.

IN WITNESS WHEREOF, the
Union has hereunto set
its hand and seal this
1st day of

FOR THE EMPLOYER:

Name of Union

Address

Signature of Employer

WETAIL FOOD CLEANS UNION Local 870

BY

NOTE:

1. For employees already signatory to the Union contract, this revised
form is for ready reference in case demand of contract renewal provisions
of this new act and will exist until September 1, 1958. Such employees
and Union being already bound, the signature of such employees are not
required hereon.

For other employees, to those for the first time signing under contract,
this will be the original contract with the Union and is to be signed by
employer and Union.

RECEIVED

NOV 13 1957

ANS.

6178-0106039f017-01

541K

U. S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON 25, D. C.

MAY 23 1962

May 15, 1962

Mr. Ben B. Seligman
Retail Clerks International Association
De Sales Building - Connecticut Avenue & De Sales Street
Washington 6, D. C.

Dear Mr. Seligman:

We have in our file of collective bargaining agreements a copy of your agreement(s) with Food Store Operations in Alameda County, California. This agreement expired August 1960.

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

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 4500
2. Number and location of establishments covered by agreement 209
Alameda County
3. Product, service, or type of business Food Stores
4. If previous agreement has been extended without change, indicate new expiration date March 1, 1962

Ben Seligman
(Your name)
De Sales Bldg
(Street)

Director of Research - RCIA
(Position)
Washington, D.C.
(City and State)