Attached is old list of [illegible]

Expires 31 Dec. 1970

MAR 27 1970 - un.

03498

#6729 ees.?

not put in Books showing Chain Store Food.

LOCALS 373, , 775, 870, 1179.

Copy in Copy File

1968-1970 FOOD AGREEMENT

On Behalf Of

Retail CLERKS [redacted] Union, Local [redacted], 870, [redacted] AFL-CIO

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

a (here insert whether a corporation, partnership or individual) CLERKS .....

First Party, hereinafter called the Employer, and RETAIL [redacted] UNION, LOCAL [redacted], 870, [redacted] chartered by the Retail Clerks International Association, AFL-CIO, referred to hereinafter as "Union."

It is the intent and purpose of the Employer and the Union to promote and improve labor-management relations between them and to set forth herein the basic terms of agreement covering wages, hours, and conditions of employment to be observed.

WITNESSETH:

In consideration of mutual promises and agreements between the parties hereto, and in consideration of their mutual desires in promoting efficient conduct in business and in providing for the orderly settlement of disputes between them, the parties to this agreement agree as follows:

Section I. 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 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 I (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 sea food products in said department;
3. Work of employees heretofore expressly excluded from the provisions hereof by agreement of the parties; and
4. Such work as is performed under prevailing practices within the geographical jurisdiction of this Union at the point of delivery by a driver-salesman engaged in servicing the retail food stores with merchandise directly from a delivery vehicle.

(c) NON-FOODS DEPARTMENTS: It is agreed that in the event the Employer, after the execution of this Agreement, institutes a non-food department, either directly or by concession, in any retail food store or stores within the geographical jurisdiction of this Agreement, then a non-food clerk classification and rates of pay therefor may be established under the following conditions:

1. DEFINITION OF FOOD AND NON-FOOD MERCHANDISE: In interpreting and applying all references to "non-food merchandise" in this Agreement, the following are the agreed upon definitions of food and non-food merchandise:

   FOOD MERCHANDISE: Food merchandise shall consist of all foodstuffs, including pet supplies, liquor and other beverages, nursery items, shoe and metal polishes, light globes, candy and tobacco products, insecticides, all household paper goods, and all household cleaning and laundry supplies. None of the named categories of food merchandise may be removed from the Employer's food operation to a non-food department.

   NON-FOOD MERCHANDISE: Non-food merchandise shall consist of any merchandise other than that included in the definition of food merchandise; except that it is agreed that a non-food department may, incidentally to the principal product, handle and sell in a non-food department a limited amount of the type of food merchandise (except foodstuffs) which is customarily and normally offered for sale in such a non-food department in the geographic area covered by this agreement (e.g. shoe polish in a shoe department).

2. DEFINITION OF A NON-FOODS DEPARTMENT: A non-foods department shall consist of a physically separated and distinctly defined section of the food store, with a single access thereto within the food store, where only non-food merchandise is displayed. Any non-food department operated by a concessionaire or lessee shall have its own cash register for recording all sales of non-food merchandise. Any Employer directly operating a non-food department who does not utilize a cash register in the department shall provide controls equivalent thereto.

Section I (Continued)

3. NON-FOOD CLERK: A non-food department shall employ at least one full time, forty (40) hour per week employee who shall be classified as a non-food clerk. A non-food clerk shall spend his time exclusively in the performance of work and services connected with or incidental to the handling or selling of the non-food merchandise offered for sale to the public in a non-food department.

4. NON-FOOD RATE OF PAY: Non-food clerks shall receive not less than the minimum compensation, including incentives, generally prevailing in the geographic area covered by this agreement under Union contracts for comparable work. Categories of non-food merchandise shall, as a general rule, not be intermingled in a non-food department, but where such intermingling occurs the non-food clerk shall receive the highest rate of pay and other compensation applicable under Union contract to the type of merchandise handled and sold in the department.

   If the Employer decides to institute a non-food department, he shall notify the Union and the parties shall attempt to arrive at the proper compensation for employees of the non-food department pursuant to the terms of this section. Any disagreement may be determined under Section XVIII hereof, but pending such determination any employees working in such a department shall be paid at the food clerks' rate.

5. CONTRACT COVERAGE AND ENFORCEMENT: All persons performing non-food work in a non-food department shall be covered by this Agreement, except only that a single owner or lessee of such a department shall be exempt.

   Except for the non-food clerk's compensation, as herein provided, all other terms of this Agreement shall be fully applicable to non-food clerks.

   No employee shall suffer any reduction in pay as a result of this Agreement of the parties as to non-food departments.

   In the event the Employer fails to observe the terms of this section in any respect, the Union shall notify the Employer in writing of such violation, and it shall be corrected. Following such notice if the Employer again violates the terms hereof and it is so determined by the Adjustment Board or an Arbitrator, then, in such event, such Employer shall no longer be entitled to a non-food clerk classification, and the food clerk rates shall thereafter become applicable to all non-food work in the Employer's store where the violation occurred.

(d) SUBCONTRACTING AND SUB-LEASING: It is recognized that the Employer and the Union have a common interest in protecting work opportunies for all employees covered by this Agreement. Therefore, except for work which is exclusively inventory or janitorial (such as washing windows, washing or waxing floors and cleaning restrooms) work or work hereinabove excluded, no work covered by this Agreement, as defined in SECTION I (b) hereof, shall be performed under any sublease, 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 I (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.

(e) 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.

(f) STORE MANAGERS: None of the provisions of this Agreement need apply to one over-all 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 over-all 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.

(g) 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.

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

(i) SALESMEN: The Employer assumes a particular responsibility to require observance of this Agreement on the part of book-salesmen. The Employer shall give to one clerk on each shift written authorization to request any 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.

Section I (Continued)

(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.

(k) INDIVIDUAL AGREEMENTS: 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.

(l) ENFORCEMENT: It is agreed between the Parties that in order to secure proper enforcement of Sub-Section (b) hereof, the Adjustment Board and/or Arbitrator provided for in SECTION XVIII 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 II. EMPLOYMENT AND UNION MEMBERSHIP

(a) UNION SHOP: On and after thirty (30) days of employment, or the date of execution of this Agreement, whichever is later, each employee shall become and remain a member of the Union as a condition of employment; provided, however, that the Employer shall not be obligated to discharge any employee in violation of the National Labor Relations Act, as amended. Upon written notification from the Union that an employee has failed to make timely tender to the Union of initiation fees and/or periodic dues, the Employer agrees to terminate said employee within seven (7) days from such notice.

(b) UNEMPLOYED LIST: The Union agrees to keep an up to date list of known unemployed clerks with an accurate record of their experience or training, and the Employer agrees to notify the Union of vacancies in positions or job openings within the classifications 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 the Employer shall give preference to applicants with previous employment experience in the industry in the area covered by this agreement.

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

(d) JOB REFERRAL AND NON-DISCRIMINATION:

1. The Union shall be allowed two (2) days, on which its office is open, to refer applicants. 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 such rejection is not in violation of this agreement. The Union agrees that the Employer may employ persons from other sources when applicants satisfactory to the Employer are not available from the lists maintained by the Union.

2. The Employer shall not discriminate against any person in regard to hire, tenure of employment, or job status because of race, creed, religion, color, or national origin, nor shall age or sex under any circumstances be a basis for rejection or termination of an otherwise qualified employee or applicant for employment.

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

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

1. Promptly notify the Union of such employment in writing on forms provided by the Union, giving the date, place and job classification of the employment, and the name, address and telephone number of the new employee; and

2. Promptly advise the new employee of the terms and provisions of this Agreement and of his obligations hereunder; and

3. Direct the new employee to report to the Union within forty-eight (48) hours from the time of employment to be advised of the terms and provisions of this Agreement and of his obligations hereunder, and to complete necessary applications, forms and papers for qualification under the Health and Welfare, and Pension Plans provided by this Agreement.

4. EMPLOYMENT: If the Employer obtains a new employee through a private employment agency or a private training school, he shall pay the employment agency fee, or any training fee paid by or required of the employee.

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

(g) EXTRA WORK: Employees on the payroll of the Employer will be given preference for additional straight time work before any other person who has worked during the same week on another job outside the retail industry is hired for such work.

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

Section III. DISCHARGES AND LAYOFFS

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

PROBATION: There shall be a probationary period of thirty (30) days during which a new employee may be discharged without right of appeal except if such discharge is in violation of Section II (d) and III (a) of this Agreement.

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

(c) WORK PERFORMANCE: The Employer shall have the right to discharge any employee for just cause. If the employee feels that he has been unjustly discharged he shall have the right of appeal in writing to the Adjustment Board through action of the Union within ten (10) days after receipt by the Union of notice of said discharge.

1. Before a regular employee is discharged for incompetency or failure to perform work as required, he shall receive a written warning (with a copy to the Union), and be given an opportunity to improve his work.

   Notices and warnings shall become null and void after six months from date of issue.

2. Upon severance of employment of any employee, the Employer shall within seven (7) calendar days thereafter notify the Union of such resignation, lay-off or discharge. If discharge is for cause, the Employer agrees to submit the reasons therefor to the Union upon request.

(d) RECORD: Any employee who is terminated shall, upon request, be given a statement setting forth the date of hiring and the number of hours worked during his employment.

(e) WAGES DUE: If an Employer discharges an employee, or if an employee quits, the total wages earned and unpaid at the time of such termination of employment are due and payable within seventy-two (72) hours, except in the case of prorated vacation ten (10) days shall be allowed.

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

(f) POLYGRAPHS: No Employer shall demand or require any applicant for employment or prospective employment or any employee to submit to or take a polygraph, lie detector or similar test or examination as a condition of employment or continued employment.

Section IV. SENIORITY

(a) DEFINITION: Seniority shall mean continuous service with the Employer and no employee shall suffer loss of seniority by reason of approved leave as provided for in this agreement.

(b) CLASSIFICATION: Seniority shall be by classification listed as follows in Section IX hereof:

1. Managing Clerks
2. Senior Head Clerks and Senior Produce Clerks
3. Head Clerks
4. Journeymen, Apprentice and Student Clerks
5. Courtesy Clerks — subject to the restrictions of Section IX (a) 6 D hereof.

(c) APPLICATION: With respect to layoff, recall, and promotion, seniority shall be based upon the length of service with the Employer in the area covered by this Agreement; provided, where an employee is transferred by the Employer to such area from another area, the transferred employee shall retain all seniority rights with the Employer but shall not be entitled to exercise such rights with respect to layoff, recall or promotion until the expiration of six (6) months after the date of transfer, at which time his seniority shall be based upon the first day of employment by the Employer, regardless of area. However, during such period of six (6) months the transferred employee shall accrue seniority rights in the new area from the date of transfer and shall retain all seniority rights with respect to layoff, recall and promotion in the area from which he was transferred.

1. PROMOTION: Determination of which employee is to be promoted will be based upon seniority provided the employee with the highest seniority has the qualifications necessary for the job. Qualifications shall include such factors as experience, job performance, aptitude, attendance, etc. Where merit and ability are approximately equal, seniority shall control. No trial period shall be required. Where an employee who has been promoted is unable to perform the duties of the higher classification, he shall have the right to be demoted to his former or equivalent position without loss of seniority, and his right to such employment shall not be jeopardized by reason of such demotion.
2. TEMPORARY LAYOFF: In the reduction of the number of employees due to lack of work, the last employee hired in the classification shall be the first to be laid off and, in recall, the last employee laid off in the classification shall be the first recalled until the list of employees previously laid off has been exhausted.
3. RECALL: Employees who are laid off due to lack of work shall have seniority rights in recall for jobs subsequently available with the Employer prior to the hiring of new employees. Such employee shall concurrently be notified by telegram or certified mail, a copy of which shall be sent to the Union, and shall have three (3) days to report after receipt of a copy of such notice of recall by the Union.

Section IV (Continued)

4. It is further understood that the employee will not be able to claim wages under the provisions of subsection 2 hereof except for hours lost commencing with the weekly schedule immediately following the Union's notification to the Employer of the claim, and thereafter until resolved.

(d) LOSS OF SENIORITY: No employee shall suffer loss of seniority unless he:

1. Is discharged for just cause;
2. Resigns or voluntarily quits;
3. Is absent from work for six (6) consecutive months due to layoff;
4. Is absent from work for more than thirty (30) days due to death in the immediate family;
5. Fails to return to work upon completion of a leave of absence as defined in Section V;
6. Fails to report for work when recalled as provided in Section IV (c) (3) of this Agreement.

(e) SELECTION: The selection of vacations and shifts shall be on a store basis except:

1. The vacation of an employee shall not be changed if it was scheduled prior to his transfer from one store to another;
2. If an employee does not have a scheduled vacation at the time of such transfer, the scheduling of his vacation shall be based solely upon his seniority status in the store to which he is transferred.

(f) RELIEF WORK: Employees assigned to regular relief work may, after six (6) months on such work, request the Employer in writing to be assigned to work in one store. The rescheduling of such relief work shall be done within thirty (30) days and be based upon inverse seniority. This provision shall not apply to temporary relief work required as a result of illness, injury, vacation or other like temporary relief work.

(g) LISTS: Upon request by the Union, the Employer agrees to provide a seniority list of his employees annually.

(h) TEMPORARY ASSIGNMENTS: The Union will cooperate with the Employer in the scheduling of employees for temporary part time or relief work outside the geographical jurisdiction of this Agreement. However, no employee shall be discriminated against for refusal to accept such assignment.

(i) TRANSFERS: No employee shall be required to accept a permanent transfer outside the jurisdiction of this Local Union unless approved by the Union.

Section V. GENERAL PROVISIONS

(a) SAFETY RULES: Safety rules pertaining to the conduct of employees shall be conspicuously posted by the Employer in his place of business, and the Employer shall maintain in his store, or other place of business, a fully equipped first aid kit.

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

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

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

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

SPECIAL WEAR: It is also understood if an employee is required by the Employer to purchase or rent a special costume or unusual clothing not part of his existing wardrobe, the Employer shall reimburse the employee for any reasonable and necessary cost involved; or furnish the required costume or unusual clothing to the employee without cost for the period of time the requirement is in effect.

Employees required to work in Refrigerated Rooms shall be permitted to wear slacks, sweaters, or other suitable clothing to adequately protect them from cold and dampness while working in such rooms.

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

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

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

Room — $6.50 per week,
Meals — $.85 each.

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

Section V (Continued)

(i) UNION BUSINESS: Employees shall be allowed time off without pay for the purpose of attending Agreement negotiations, adjustment or arbitration board hearings or for other bona fide Union business. In all such instances the Employer shall be notified not less than three (3) days in advance of such absence and the number of employees requesting such absences shall be so limited by the Union that it will not interfere unreasonably with the Employer's business.

(j) UNION EMBLEM: The Union agrees to issue Union Store Cards or window decals to the Employer under the rules governing Union Store Cards set forth by the R.C.I.A. Such Union Store Cards and decals are, and shall remain, the property of said R.C.I.A. and the Employer agrees to surrender said Union Store Cards or decals to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union Store Cards or decals are issued.

The Employer shall display such Union Store Cards or decals in conspicuous areas accessible to the public, in each establishment covered by this Agreement.

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

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

The Union reserves the right where there has been repeated wage violations to require that the employees be paid by the Employer through the Union office.

(m) JURY DUTY or COURT APPEARANCES: 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 scheduling provisions provided for in this Agreement, the Employer may reschedule an employee performing jury duty or making such appearances as referred to above, during store operation hours, so as to avoid or minimize payment of wages for such periods of jury duty or appearances, provided that such re-scheduled hours when combined with time spent for such services does not exceed a total of eight (8) hours when in reasonable control of the Employer. Otherwise, the overtime rate of time and one-half ($1\frac{1}{2}$) 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.

(n) LEAVES OF ABSENCE: Leaves of absence shall be granted as follows:

1. SICKNESS AND NON-INDUSTRIAL INJURIES: Up to six (6) months after one year's employment.
2. INDUSTRIAL INJURIES: Up to one year, subject to review by the parties after one year, for any employee incurring an industrial injury after his first 30 days of employment.
3. PERSONAL LEAVES: Leaves up to thirty (30) days after one (1) year of employment for compelling personal reasons to be agreed upon by the parties, such leaves shall be requested and granted in writing.
4. PREGNANCY: After one year of employment an employee shall have the right to a pregnancy leave provided that the Employer shall have the right to notify the employee as to when she should take her pregnancy leave, and the employee shall have sixty (60) days following release by her physician in which to return to work. The employee must give the Employer two (2) weeks advance notice of her desire to return to work.
5. At the end of any period of such leave of absence for illness or injury, an employee shall be restored to employment with the company with full seniority to a position comparable to the one he held immediately prior to such leave of absence.
6. The foregoing notwithstanding no employee shall suffer loss of seniority because of absence, due to illness of ten (10) working days or less.

(o) FUNERAL LEAVES: When a regular full-time employee on the active payroll is absent from work for the purpose of arranging for or attending the funeral of a member of his immediate family as defined below, the Employer shall pay him for eight (8) hours at his regular rate of pay for each day of such absence up to a maximum of three (3) days, provided:

1. The employee notified the Employer of the purpose of his absence on the first day of such absence;
2. The day of absence is one of the three days commencing with the day of such death or the day immediately following the day of such death;
3. The absence occurs on the day during which the employee would have worked but for the absence;
4. The day of absence is not later than the day of such funeral except where substantial travel time is required;
5. The employee, when requested, furnishes proof satisfactory to the Employer of the death, his relationship to the deceased, the date of the funeral, and the Employee's actual attendance at such funeral.

For the purpose of this subsection, a member of the immediate family means the Employee's spouse, child, mother, father, sister, brother, mother-in-law and father-in-law.

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

Section VI. HOURS, OVERTIME AND SUNDAY PREMIUM PAY

PREAMBLE: In the event of the application of Federal Wage and Hour Law as applied to retailing conflicts with the intent of this Agreement, the Parties shall meet immediately to re-negotiate this Agreement in order to preserve the intended work week and the rates pertaining thereto.

The industry recognizes the five (5) day, forty (40) hour week provisions except for layoffs and individual cut-backs due to lack of work, acts of God or circumstances beyond the control of the Employer. This section, however, does not impede the right of the Employer to use part-time help as needed.

(a) BASIC WORK DAY AND WEEK: Forty (40) hours, consisting of five (5) days of eight (8) hours each in a calendar week, Sunday through Saturday, shall constitute a week's work as provided in this entire section. Employees other than those scheduled to work six (6) days in a week shall receive two (2) days off, not necessarily consecutive, in each calendar week. A day's work shall consist of eight (8) hours within nine (9) consecutive hours with one (1) full uninterrupted hour off for a meal. Under special circumstances a one-half (1/2) hour lunch period may be arranged by agreement of the Employer, the Union and the employee involved.

Work shall not be performed without pay prior to the beginning of the scheduled working day. Work may be performed at the end of the working day in completing service to a customer which commenced prior to the end of the working day. It is understood that the checking of produce or shelf prices shall be considered as time worked.

(b) OVERTIME RATES FOR DAYS IN CALENDAR WEEK AND HOLIDAY WEEKS: Overtime at the rate of one and one-half (1 1/2) times the employee's straight-time rate shall be paid for all work performed in excess of eight (8) hours per day or on the sixth (6th) day worked in a calendar week or on the fifth (5th) and sixth (6th) day worked in a week containing one of the holidays named in this Agreement, not counting a holiday worked.

(c) SUNDAY RATE OF PAY: For work performed on Sunday except as provided in paragraphs (g) and (h) of this Section all employees shall be paid time and two-thirds (1 2/3) the employees straight time rate of pay.

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

(e) OVERTIME RATE FOR MORE THAN SIX (6) CONSECUTIVE DAYS: All employees normally working a six (6) day workweek shall receive time and one-half (1 1/2) their straight time rate for work performed after their sixth (6th) consecutive work day without reference to the calendar week until consecutive days are broken by a day off, except when their schedule is being changed in accordance with this Agreement.

(f) PREMIUMS: The following rates will be paid for hours worked in excess of eight (8) hours:

Sunday: 2 1/2 times the Employee's straight time rate.

Holiday: 3 times the Employee's straight time rate.

Sixth day worked in a work week: 2 times the Employee's straight time rate.

(g) SCHEDULED DAY OFF GUARANTEE AND OVERTIME RATE: Employees called in to work on a scheduled day off and given shorter notice than that required by this Agreement shall receive a minimum of eight (8) hours work or eight (8) hours pay on that day at the rate of two and one-half (2 1/2) times the employee's straight-time rate if the day is Sunday, or at time and one-half (1 1/2) the employees' straight time rate if it is a day other than Sunday, but if such an employee works six (6) days during that calendar week, work performed on the scheduled day off shall be paid for at the employees' straight time rate for that day and that on the sixth (6th) day worked shall be paid for at the overtime rate.

(h) OVERTIME SUNDAY PREMIUM RATE FOR THE SIXTH (6th) OR SEVENTH (7th) CONSECUTIVE DAYS: The rate of pay for work performed on a Sunday which is a day worked in excess of five (5) consecutive days by a scheduled five (5) day employee shall be double the employee's straight time rate. For work performed in excess of six (6) consecutive days by a six (6) day employee the rate shall be two and one-half (2 1/2) times the employee's straight time rate.

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

(j) CONSECUTIVE DAYS: It is understood that consecutive days worked are interrupted by a holiday or a scheduled day off; and shall be considered to be interrupted when an employee is required to work on a holiday or when by reason of a bonafide emergency, an employee is required to work on his scheduled day off for which he has received the required premium pay for such work.

(k) SCHEDULED WORK: Whenever an employee's schedule is not changed in accordance with the provisions of this agreement and he is worked outside such schedule, then the hours so worked shall be paid for in accordance with the overtime provisions of this Agreement.

Section VII. WORK SCHEDULES AND PREMIUM RATES

(a) POSTING OF WORK SCHEDULES: The Employer agrees to post a weekly schedule of working hours specifying the starting and finishing times, meal periods and days off, and this schedule shall continue in effect until a new one is posted. The schedule shall contain the employee's full name. A twenty-four (24) hour notice of any change in such schedule, other than meal period, shall be given by the Employer, except that in the case of a change in a day off, at least five (5) days advance notice shall be posted except in case of a bona fide emergency.

1. POSTING NOTICE: Work schedules must be posted by 3 p.m. on Friday of the week preceding the week in which such schedules are to be effective.

Section VII (Continued)

(b) SHIFT INTERVAL: Except in bona fide emergencies, the minimum time off between shifts shall be ten (10) hours and employees called to work sooner than ten (10) hours from the end of their last work period shall be paid time and one-half (1½) the employee's straight time rate for all work performed up to the time said ten (10) hour period between shifts shall have elapsed.

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

(d) HOLIDAY EVE: No employee shall be permitted or required to work after 7:00 p.m. on Christmas Eve and New Year's Eve except those employees necessary to service the customers in the store at 7:00 p.m. and to properly close and secure the store. This shall not apply to employees in the Liquor Department where the Liquor Department may be isolated from the Grocery Department.

(e) MEAL PERIOD: Each employee shall be released from work for his meal period within five (5) hours, but no sooner than three (3) hours of the time of his reporting for work. Any employee who works in excess of five (5) hours without a meal period shall receive overtime compensation for all such work performed in excess of five (5) hours.

(f) BREAK: No employee shall be denied the right to necessary or required relief. All employees shall be allowed an unscheduled ten (10) minute break in the first half of their shift prior to the meal period, and an unscheduled ten (10) minute break in the last half of their scheduled shift prior to quitting time.

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

NOTE: All members of Locals 870 and 1179 except apprentice and student clerks after being required to report to work shall receive not less than eight (8) hours work for that day.

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

(i) EMPLOYEES ON LAST SHIFT: Employees on duty at the recognized hour of closing may be required to wait on all customers and perform other duties necessary to closing. Such employees shall be scheduled so that their shift ends at least fifteen (15) minutes after the recognized hour of closing.

(j) NIGHT PREMIUM: All employees shall receive extra compensation in addition to the regular scale herein set forth of fifty (50) cents per hour for all work performed between the hours of 7 p.m. and 7 a.m. Student Clerks shall receive twenty-five (25) cents per hour under like conditions. Courtesy Clerks shall receive fifty (50) cents per hour for work performed after 9 p.m.

(k) PREMIUM DAY: Employees working any hours on a Sunday or a holiday shall be paid the premium pay as provided for in this Agreement for the hours worked between 12:01 a.m. and 12:00 Midnight on that day.

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

Section VIII. WAGES

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

The 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:

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

EFFECTIVE DATES

Locals 870 and ~~1179~~ — Sunday, March 3, 1968
Locals ~~428 and 775~~ — Sunday, March 31, 1968
Local ~~373~~ — Sunday, June 2, 1968

CLASSIFICATION:	Minimum Rates Weekly	Hourly	Time and One-Half	Sunday Hourly
Managing Clerks	$175.40	$4.385	$6.5775	$7.3083
Senior Head Clerks and Senior Produce Clerks	158.90	3.9725	5.9588	6.6207
Head Clerks	155.40	3.885	5.8275	6.4750
Journeyman Clerks: 12 Mos. Exp. (2080 Hrs.)	145.40	3.635	5.4525	6.0583
Apprentice Clerks				
4th 3 Mos. Exp. (1560 Hrs.)	130.86	3.2715	4.9073	5.4524
3rd 3 Mos. Exp. (1040 Hrs.)	116.32	2.908	4.362	4.8466
2nd 3 Mos. Exp. (520 Hrs.)	101.78	2.5445	3.8168	4.2408
1st 3 Mos. Exp.	87.24	2.181	3.2715	3.6349
Student Clerks:		2.131		
1st 13 Weeks		~~2.181~~	0.	
Thereafter Apprentice and experienced Clerks' rates according to experience.				
Courtesy Clerks		2.13	3.185	3.5499

Section VIII (Continued)

EFFECTIVE DATES

Locals 870 and 1179	Sunday, March 2, 1969
Locals 428 and 775	Sunday March 30, 1969
Local 373	Sunday, June 1, 1969

CLASSIFICATION:	Minimum Rates Weekly	Hourly	Time and One-Half	Sunday Hourly
Managing Clerks	$183.00	$4.575	$6.8625	$7.6249
Senior Head Clerks and Senior Produce Clerks	166.50	4.1625	6.2438	6.9374
Head Clerks	163.00	4.075	6.1125	6.7916
Journeyman Clerks:				
12 Mos. Exp. (2080 Hrs.)	153.00	3.825	5.7375	6.3749
Apprentice Clerks:				
4th 3 Mos. Exp. (1560 Hrs.)	137.70	3.4425	5.1638	5.7374
3rd 3 Mos. Exp. (1040 Hrs.)	122.40	3.06	4.59	5.0999
2nd 3 Mos. Exp. (520 Hrs.)	107.00	2.6775	4.0162	4.4624
1st 3 Mos. Exp.	91.80	2.295	3.4425	3.8294
Courtesy Clerks		2.205	3.3075	3.6749

EFFECTIVE DATES

Locals 870 and 1179	Sunday, March 1, 1970
Locals 428 and 775	Sunday, March 29, 1970
Local 373	Sunday, May 31, 1970

CLASSIFICATION:	Minimum Rates Weekly	Hourly	Time and One-Half	Sunday Hourly
Managing Clerks	$190.60	$4.765	$7.1475	$7.9416
Senior Head Clerks and Senior Produce Clerks	174.10	4.3525	6.5288	7.2541
Head Clerks	170.60	4.265	6.3975	7.1083
Journeyman Clerks:				
12 Mos. Exp. (2080 Hrs.)	160.60	4.015	6.0225	6.6916
Apprentice Clerks:				
4th 3 Mos. Exp. (1560 Hrs.)	144.54	3.6135	5.4203	6.0224
3rd 3 Mos. Exp. (1040 Hrs.)	128.48	3.212	4.818	5.3533
2nd 3 Mos. Exp. (520 Hrs.)	112.42	2.8105	4.2158	4.6841
1st 3 Mos. Exp.	96.36	2.409	3.6135	4.0149
Courtesy Clerks		2.28	3.42	3.7999

PREMIUM EMPLOYEES: Premium Wage employees shall receive the following increase or shall be paid the contractual rates whichever will give them the greatest increase:

March 31, 1968 20¢ per hour
March 30, 1969 19¢ per hour
March 29, 1970 19¢ per hour

Section IX. CLASSIFICATION OF EMPLOYEES

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

1. MANAGING CLERKS: Every store shall have a managing clerk 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 the managing clerk. A managing clerk is an employee who has charge of and general supervision over not more than one store.

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

2. SENIOR HEAD CLERK — SENIOR PRODUCE CLERK AND HEAD CLERKS: These are non-supervisory employees who in addition to their duties of Clerk in the course and scope of their employment, perform one or more of the following duties:

A. SENIOR HEAD CLERK: This classification shall apply only to the Senior Head Clerk who acts as Assistant to the Managing Clerk or Owner and is commonly known as the "second man" in the store.

B. SENIOR PRODUCE CLERK: This classification shall apply to an employee who goes to the wholesale produce market to buy produce, or who is in charge of the produce section or department. This classification shall apply in all cases where an employee was classified as a head clerk in the Employer's produce departments or sections under the 1964-67 collective bargaining agreement, but shall not be applicable to Produce Managers or Buyers employed under said contracts who shall not be reclassified and who shall receive the same wage increases over their present rates of pay as all other employees.

C. HEAD CLERKS:

(1.) Acts as produce buyer at the store, or assists management in the operation of a Produce Section or Department; provided that where there is an employee in the department classified as a Senior Produce Clerk, this provision shall not require the classification of any other employee in the department as a Head Clerk.

(2.) Is engaged the major part of his time in the receiving department of the Employer's establishment, and is in charge of and responsible for the receiving of merchandise.

(3.) Conducts the operation of the store in the temporary absence of the Managing Clerk, the Senior Head Clerk, or the owner, or is responsible for the opening or closing of a store.

(4.) NIGHT STOCKING: In night stocking crews where a clerk has the responsibility of a Head Clerk, he shall be classified and paid as a Head Clerk. For purposes of this paragraph a clerk shall be deemed to have such responsibilities if he is put in charge of the crew by the Employer, directs the work of the crew or is help responsible for the results of their work.

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

(6.) ADDITIONAL DUTIES: In the event that the Employer desires to assign additional non-supervisory duties and responsibilities to one of his employees over and above the normal duties and responsibilities of Head Clerk, then in such event the additional compensation to be paid such an employee shall be agreed upon between the Employer and the Union.

Section IX (Continued)

(7.) When an employee qualifies for or is held responsible for Senior or Head Clerk's duties, he shall receive the Senior or Head Clerk's pay for the entire shift.

(8.) It is understood that the mere occasional or incidental performance of any of the head clerk's duties shall not be considered as the basis for classifying any employee as head clerk.

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

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

If a Journeyman employee has been out of the industry ten or more years, he will be allowed to start at the 2nd Apprentice Clerk rate of pay.
If a person has been out of the industry for five (5) years or more, who has not reached journeyman status, he will be allowed to start at the 1st Apprentice Clerk rate of pay.

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

A. APPRENTICE RATIO: In each store where at least one full-time experienced clerk is employed there may be one apprentice employed. In stores employing five or more full-time experienced clerks, there may be one additional apprentice in the store. These same ratios shall apply to all Sunday and Holiday work assignments.

B. QUALIFICATIONS COMMITTEE: The Employer and the Union shall establish a joint qualifications committee for the purpose of maintaining a certified list of experienced clerks as qualified and available for employment in the industry. Such list shall be kept up to date by periodic review. Provided that said committee regularly discharges its responsibilities hereunder, the Employer may exceed the permissible apprentice ratio only when the qualifications committee certifies that there are no names on said list. It is understood that the provisions of this paragraph in no way affect the rights and obligations of the parties under Section II (d) 1 and 2 of this Agreement. The Employer shall have the right to reject all the names on the certified list, consistent with Section II (d) 1 and 2 in which case the provisions of paragraph (c) hereof shall become immediately applicable.

C. UPGRADE: Where any store has exceeded the permissible ratio of apprentices, as herein provided, and experienced clerks are not available, full-time apprentices employed in the store will be promptly (within seven [7] days) promoted to the clerk's classification in sufficient number to re-establish said ratio. Such promotions shall be according to seniority where merit and ability are equal.

D. TRAINING: It shall be understood that Apprentices shall be guaranteed full training within the year including thirteen (13) weeks work at the check stand and at least thirteen (13) weeks work in shelf stocking assignments.

E. STANDARDS COMMITTEE: An appprentice standards committee shall be established with joint and equal representation by the Union and the Employer for the purpose of arriving at standards and qualifications, entrance requirements and training of apprentices. In the event that this joint committee cannot agree upon such standards this subject matter may be submitted by either party to the Arbitration procedure provided for in this Agreement.

5. STUDENT CLERKS: NOTE: It is understood and agreed that effective with the date of the acceptance of this Agreement new employees will not be hired under the Student Clerk classification and provided further, that Student Clerks on the employer's payroll as of the date of acceptance shall continue to be employed as Student Clerks until such time as they no longer qualify as Student Clerks. Student Clerks shall not be reclassified as Courtesy Clerks.

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

A. A Student Clerk is hereby 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 into the Union in compliance with the provisions of this Agreement; provided this shall not apply to any person enrolled in an adult education program.

He shall be sixteen (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.

B. Student Clerks may be employed on a ratio of one for each four (4) full-time clerks on the payroll of the Employer. The employment of a Student Clerk shall not cause the replacement of a regular full-time or part-time clerk, or apprentices, nor shall it cause a reduction in the number of hours of work of regular clerks or apprentices.

C. 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.

Student Clerks may work up to fifteen (15) minutes beyond the closing time of the store, provided that they are paid for such time.

Section IX (Continued)

A Student Clerk working in violation of this provision on Sundays or holidays shall be paid for eight hours at two and one-half (2½) times the Clerk's rate for any such Sunday work, and for eight hours at three and one-half (3½) times the Clerk's rate for any such holiday work.

It is understood and agreed that the proper interpretation of this section requires the payment of two and one-half (2½) times the clerks' Sunday rate of pay to any student clerk who works on Sundays in violation of this section, and that three and one-half (3½) times the clerks' holiday rate of pay is due student clerks who work on holidays in violation of this section.

A Student Clerk may be employed for a parking stall ratio as follows: One (1) for over 40 stalls, two (2) for over 85 stalls, three (3) for over 125 stalls.

The additional Student Clerks allowed under the parking lot ratio shall be assigned primarily to duties connected with the parking lot.

A Student Clerk who is ordered to report for work shall be guaranteed not less than two (2) hours' work except on Saturday when he shall be guaranteed not less than four (4) hours' work.

D. Student Clerks shall wear an identification badge supplied by the Union upon their person at all times. Failure to wear this badge may be considered a violation of this Section.

E. In addition to the provisions of Subsection (c) as to work on Sundays and Holidays, the Union may submit to the Employer a written warning of any other violation of this Section. In the event of a second such violation in the same store, the Union shall have the right to restrict or suspend the use of Student Clerks in said store.

F. In addition to any penalty provided herein, student clerks who are allowed or required to work in excess of the working time provisions contained herein, shall be reclassified forthwith as apprentice clerks and become subject to the provisions of the apprentice programs. Said employees shall not thereafter be reverted to student clerk status except in accordance with the provisions of this Agreement.

6. COURTESY CLERKS:

A. DUTIES: A Courtesy Clerk is an employee who may perform only the following duties:

(1.) He may bag or box the merchandise after it has been checked out and take it to the customer's vehicle.

(2.) Clean up the area around the non-selling foyer or vestibule area between the front of the check stands 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.

(5.) He may stock the bags in the check stand.

(6.) He may collect bottles, take them to the designated area and sort them. No more than one Courtesy Clerk shall be scheduled for the duty of sorting bottles at any one time.

(7.) The Employer agrees to specifically instruct each Courtesy Clerk upon his employment, in writing, that under no circumstances shall he be allowed to work more than 15 minutes after the closing of the store to the public or before the opening of the store or to receive, stock, display, check, mark, or perform any duties except those set forth above.

B. Courtesy Clerks shall be subject to all the provisions of this Agreement except the short hour premium set forth in this Agreement, and except that instead of the minimum work guarantee set forth in this Agreement, when scheduled or called in to work they shall be provided with at least two (2) hours work on week days and four (4) hours on Saturday, Sunday or on Holidays as set forth in this Agreement.

C. GUARANTEE: Each Courtesy Clerk shall be offered at least twelve (12) hours work in each week. In the event said Courtesy Clerk cannot be scheduled to work or cannot work twelve (12) hours in the week, he shall not work at all during that particular week.

D. The employment or continuation of employment of a Courtesy Clerk shall not cause the replacement of an existing regular full-time or part-time clerk, apprentice, or student clerk, nor shall it cause a reduction in the number of hours of work of such clerks.

E. If identification badges are supplied by the Union, they shall wear them on their person at all times during working hours, and their failure to wear such a badge while working shall be considered a violation of these provisions. The Union will submit to the Employer and employee involved a written warning and in the event of a second violation with the same Employer by the same employee the Employer agrees to suspend said employee for six (6) calendar months following written notice from the Union to the employee and Employer involved.

F. The Employer agrees that Courtesy Clerks shall 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 Courtesy Clerks in that store for six (6) months from the date of suspension.

G. RATIO: Courtesy Clerks may be employed on a ratio of 1 to every 2 checkstands, and in addition 1 for over 40 parking stalls, 2 for over 85 parking stalls, 3 for over 125 parking stalls on duty at any given time.

MAY BE HIRED FROM ANY SCRC AND

Section IX (Continued)

(b) TWO CLASSIFICATIONS: Unless otherwise provided herein the Employer may require any employee to do work within the duties of any classification, in which event such employee shall be classified and paid for the entire shift under that classification which pays the highest wage. Except that where any employee of a higher classification is relieved for a meal period, or the mere occasional or incidental performance of the duties of a higher classification shall not be construed as entitling the employee to the pay of the higher classification.

(c) 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 I (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 I (a) hereof. No Demonstrator may perform such work in the Employer's retail store unless said Demonstrator is on the payroll of the 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 Demonstrators shall be paid on the basis of the Journeyman Clerk's rate of pay.

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

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

1. Mileage, at ten (10) cents per mile, for the extra travel resulting from such assignment (or established bus or taxi fare if so designated by the Employer);

2. Reasonable allowance for board and lodging, not to exceed $12.00 per day, when required to stay away from home overnight; and

3. Necessary out-of-pocket expenses such as bridge tolls and parking fees.

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

(f) TRANSPORTATION: Any employee who is required by the Employer to perform his or her regular duties in more than one store in any day, shall be reimbursed for necessary out-of-pocket and mileage expenses, as provided for above. No such transfer shall be made in a manner to interfere with the lunch hour of the employee so transferred, and all time consumed in travel from one store to another shall constitute a part of the regular day's work of the employee.

(g) TRANSFER OR REMOVAL OF WORK: No work now being performed by employees in the unit covered by the collective bargaining agreement shall be transferred or removed from the unit without consultation and negotiation with the Union and unless the transfer or removal of such work is required for the purpose of promoting improved operating techniques, technological changes, automation or other factors connected with more efficient operations, as distinguished from reasons connected with securing the performance of such work at lower rates of pay or under less favorable employment conditions.

1. Where as a result of such consultation and negotiations it is determined that the transfer or removal of any work is justified upon the considerations set forth ~~in Sub-Section (h) hereof~~ above, the parties shall seek to determine the extent of the work transferred or removed and the number of jobs or hours of work to be lost by the Union members affected. Based upon such findings the following remedies shall be applied:

   (A) Any employee losing hours of employment by reason of such transfer or removal of work shall either be compensated at his regular rate of pay for such hours, or he shall be given other comparable employment by the Employer in the area covered by this Agreement at compensation equal to that received by him prior to the work transfer. If the comparable employment is within the bargaining unit then he shall retain his seniority and other benefits under the contract.

   (B) The Employer shall attempt to provide any employee losing his job as a result of any such transfer or removal of work with other comparable employment in the area covered by this Agreement without loss of pay, status, seniority, or other benefits. Any employee not receiving such other employment shall receive one (1) week's severance pay for each year of service with the Employer, provided that if an employee receives such comparable employment outside the bargaining unit and does not remain in such employment for at least thirty (30) days he shall receive the full severance pay provided for herein.

2. Any employees who lose work or employment as a result of the failure of the Employer to observe the requirement provided for herein for consultation and negotiation concerning transfer or removals shall be entitled to full pay at their regular rate of pay for all such loss of work or employment.

Section X. HOLIDAYS

(a) The following days shall be recognized as paid holidays: Employee's Birthday, New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

1. NO WORK: No employee shall be permitted to work on any of the following holidays: New Year's Day, Labor Day, Thanksgiving Day and Christmas Day.

Section X (Continued)

2. WORK: In the event that employees shall be obligated to work on any of the following holidays, they shall be paid at the rate of double their straight time rate of pay in addition to the normal holiday pay: Washington's Birthday, Memorial Day, Fourth of July and Veteran's Day.

   EMPLOYEE'S BIRTHDAY: Employee shall receive pay for said holiday as if worked. Each employee shall give his Employer notice of his birthday at least 2 weeks prior to the week in which the birthday occurs.

   Such birthday holiday shall be enjoyed by the employee on the actual day of his birthday or on another day mutually agreeable to the employee and the Employer during the week preceding, the week of, or the week following the actual week of the employee's birthday.

   If an employee's birthday falls on a day which is otherwise considered as a holiday, he shall receive additional day off for the birthday in addition to the holiday on which it falls.

3. VIOLATIONS: In the event any Employer violates this provision by allowing anyone to work in the store on any of the above holidays, the Union will be allowed to place pickets at that store as soon as possible and allow them to continue their activities for a maximum of three (3) days following each violation.

4. SUNDAY: Whenever any of the holidays mentioned in this Agreement fall on Sunday, they shall be observed on the following Monday.

5. PART-TIME EMPLOYEES: Holiday pay for employees who work less than forty (40) hours shall be based on twenty per cent (20%) of the employee's average hours worked per week in the six (6) weeks immediately preceding the holiday or the number of weeks worked if less than six (6), except that in computing pay for the New Year's holiday the same period of time used in computing pay for the Christmas holiday shall be used.

6. NEW EMPLOYEE: A new employee who is hired in a holiday week to work more than sixteen (16) hours that week, whose employment commences on the day before or the day following the holiday or who works four (4) days in a holiday week shall also receive holiday pay. It is understood that no employee shall receive holiday pay from more than one Employer for the same holiday.

(b) HOLIDAY WEEK: Any employee who has reported for work on his scheduled working day immediately preceding and his scheduled working day immediately following a recognized holiday, except when permission to be absent has been granted by the Employer or when the absence is due to a bona fide illness of the employee, shall receive holiday pay at his regular rate of pay. It is understood that in order to qualify for holiday pay an employee must work at least one (1) work day during the week in which the holiday falls.

(c) OTHER HOLIDAY OBSERVANCE: Where the Employer closes his store to the public on any day of special religious significance, or on any legal holiday other than those listed above, it is understood that he shall reschedule his regular full-time employees to work their normal number of working hours that week.

(d) GOOD FRIDAY: No employee will be refused time off between the hours of 12:00 noon and 3:00 P.M. on Good Friday for the purpose of attending religious services. 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 XI. VACATIONS

(a) All employees who work four (4) hours or more per week who have been in the service of the Employer for one (1) year, twelve (12) consecutive months, shall be granted a minimum of two (2) weeks vacation annually with pay. Such employees who have been in the service of the Employer for five (5) years or more shall receive three (3) weeks vacation annually with pay. Such employees who have been in the service of the Employer for fifteen (15) years or more shall receive four (4) weeks vacation annually with pay. Such employees who have been in the service of the Employer for twenty (20) years or more shall receive five (5) weeks vacation annually with pay.

ACCUMULATION: Vacations may not be waived, nor may extra pay be received by any employee for work performed for the Employer during the employee's vacation period. Vacations may not be cumulative from year to year.

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

PAY AND SPECIAL PROVISIONS: For the purpose of computing or prorating vacation earnings, four per cent (4%) of the employee's earnings for the previous year equal two (2) weeks' vacation pay; six per cent (6%) of the employee's earnings for the previous year equal three (3) weeks' vacation pay; eight per cent (8%) of the employee's earnings for the previous year equal four (4) weeks' vacation pay and ten per cent (10%) of the em ployee's earnings for the previous year equal five (5) weeks' vacation pay.

NOTE: After one (1) year of employment the percentage of earnings shall be computed on the employee's W-2 Form for the prior calendar year.

(b) The Union, together with other Retail Clerks Unions in Northern California representing food store employees, shall select a plan for funded vacations for said employees and they shall establish the rules and regulations necessary to administer said plan. It is agreed between the parties hereto that to the extent such rules may be inconsistent with the terms of subsection (a) hereof, the said subsection (a) shall be deemed amended to conform with said rules and regulations except that the number of weeks vacation set forth therein according to years of service in the industry shall not be changed during the term of this Agreement.

Section XI (Continued)

(c) In order to implement and administer the aforesaid funded vacation plan a trust fund, to be known as the Northern California Retail Clerks Unions-Employers Vacation Fund, shall be created under a Trust Agreement to be entered into between the said Unions and Food Employers Labor Relations Association, Inc. By the execution of this collective bargaining agreement, the Employer agrees to accept and be bound by the terms of said Trust Agreement and any amendments thereto. The Employer further agrees to contribute two (2) cents per straight time hour, effective October 1, 1968 for hours worked during the previous month by all employees covered by this agreement, and such contributions shall also be made on all hours, including vacations and holidays, which are compensated as straight time under the terms of this Agreement. Eligible employees shall receive the funded vacation payments to which they are entitled hereunder commencing with their 1969 vacation periods.

(d) NEW EMPLOYER: Vacation seniority defined as the length of an employee's service which determines the length of vacation to which he is entitled shall not be affected by the sale or transfer of the store in which he works. The former Employer shall pay earned vacation prorated to the time of sale or transfer to the new Employer. The new Employer shall assume the obligation of the full earned vacation pay for each employee in the store whom he retains beyond the sixth (60) day period provided for in Section 1 of this Agreement. For those employees not retained by the new Employer, they shall be paid vacation pay immediately upon termination of employment.

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

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

(f) PRO-RATA: Any employee who is discharged, laid-off, or who resigns after three (3) months or more of employment shall receive vacation wages prorated on the basis of the period worked at the time of said interruption or termination of employment.

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

VARIATION: Nothwithstanding the above provisions employees entitled to three (3), four (4) or five (5) week vacations shall be allowed to take them in one or two periods such as: two-two week periods; two week and one week periods; three week and one week periods; three week and two week periods; four week and one week periods; provided such vacation schedule shall be approved by the Employer, the employee involved and the Union.

Section XII. HEALTH AND WELFARE

(a) EMPLOYER ACCEPTANCE: The Employer agrees to accept and be fully bound by the terms of that certain Declaration of Trust dated December 31, 1959, providing for the Northern California Retail Clerks Unions-Employers Welfare Fund as the same may be applicable to the Welfare Plan therein provided for, and any amendments thereto. Employer hereby acknowledges receipt of a copy of said Declaration of Trust.

(b) EMPLOYER CONTRIBUTIONS: The Employer shall contribute to the Trust provided for in (a) hereof an amount per hour which is required to maintain in effect for employees and their dependents and pensioners the health and welfare benefits, including those hereafter specifically provided for, as established by the Trustees. Except as hereinafter specifically provided, the amount of contributions shall be determined by the Trustees, and such Trustee action shall be binding on the Employer.

Such contributions shall be made on all hours worked, including all hours compensated such as vacations and holidays, by all employees covered by the Collective Bargaining Agreement between the Parties hereto. Such contributions shall be made on or before the 20th day of each month for hours worked during the preceding calendar month. It is understood that the contributions required on behalf of any employee shall not exceed forty (40) hours per week.

(c) BENEFITS: The benefit plan in effect as of April 1, 1967 under the aforesaid Declaration of Trust is that outlined in the booklet titled "Handbook of Benefits," revised 4/67 and as supplemented as hereinafter provided in subsection (d) hereof shall become a part of this Agreement, and each Employer party hereto shall be obligated to maintain said benefits for all eligible employees, pensioners, and their dependents.

(d) It is agreed between the parties that effective April 1, 1968, the welfare plan referred to in (a) hereof shall be supplemented and amended in the following respects:

1. The benefits set forth in the letter of January 3, 1968, from Western Benefit Plan Consultants, Inc., shall be added, and the existing provision for coordination of benefits shall be amended as set forth in said letter.
2. Retirees and their spouses shall receive all of the benefits of the plan, including prescription drug benefits, but they shall not receive life insurance, maternity benefits, vision and dental care, and the expanded physical examination.
3. The definition of eligible dependents for the purpose of the base plan shall be amended to include enrolled students up to 24 years of age.

(e) EXTENDED COVERAGE: If an employee who has nine (9) months, but less than three (3) years of continuous eligibility under the Fund, is out of work for any reason, unless he has been discharged for just cause, he shall be allowed to self-pay premiums for three (3) months at the hourly rate times sixty-five (65) hours per month.

Such an employee who has more than three (3) years continuous eligibility, shall be allowed to pay such premiums for six (6) months.

Section XII (Continued)

(f) PROMPT PAYMENT: The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Fund is essential to the maintenance of the plan, and inasmuch as beneficiaries under the plan are entitled to 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 plan which would result from the failure of an individual Employer to pay such monthly contributions in full within the time above provided: therefore, the amount of damage to the fund and plan resulting from any such failure shall be presumed to be the sum of $20.00 per delinquency, or 10% of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of $100.00 per delinquency, which amount shall become due and payable to the fund as liquidated damages and not as a penalty, upon the day immediately following the date upon which the contributions become delinquent, and shall be in addition to said delinquent contribution or contributions.

Section XIII. SICK LEAVE

(a) EMPLOYER ACCEPTANCE: The Employer agrees to accept and be fully bound by the terms of that certain Declaration of Trust dated December 31, 1959, providing for the Northern California Retail Clerks Unions-Employers Welfare Fund and Sick Leave Fund as the same may be applicable to the Sick Leave Plan therein provided for, and any amendments thereto. Employer hereby acknowledges receipt of a copy of said Declaration of Trust.

(b) EMPLOYER CONTRIBUTIONS: The Employer shall contribute to the Trust provided for in (a) hereof an amount per hour which is required to maintain in effect for employees the benefits of the Sick Leave Plan hereinafter specified. Except as hereinafter specifically provided, the amount of contributions shall be determined by the Trustees, and such Trustee action shall be binding on the Employer.

Such contributions shall be made on all hours worked, including all hours compensated such as vacations and holidays, by all employees covered by the Collective Bargaining Agreement between the Parties hereto. Such contributions shall be made on or before the 20th day of each month for hours worked during the preceding calendar month. It is understood that the contributions required on behalf of any employee shall not exceed forty (40) hours per week.

(c) BENEFITS: All employees who have been employed for a period of six (6) months shall be entitled to thirty-six (36) hours sick leave with pay. Unused sick leave shall accrue at the rate of six (6) hours per month thereafter not to exceed a maximum of three hundred and sixty (360) hours.

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

(e) PAYMENT: A Doctor's certificate stating that the employee cannot or should not work shall be required by the Fund unless the employee is sent home by the Employer. Said Sick Leave is to commence after the first work day's absence due to sickness or injury except that where the employee has been hospitalized, sent home by the Employer, or supplies the Doctor's certificate stating he cannot or should not work, Sick Leave shall commence on the first day's absence from work and shall be paid for all full time clerks and part time clerks until such Sick Benefit Allowance is used up.

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

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

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

(i) SICK LEAVE STUDY: During the term of this Agreement, a joint study will be made by the parties of the feasibility of a plan for direct payment to employees for unused accumulated sick leave in excess of the maximum entitlement. The parties shall develop rules and regulations for such a program and have the cost thereof actuarially determined prior to the expiration of this Agreement.

Section XIV. PENSIONS

(a) EMPLOYER ACCEPTANCE: The Employer agrees to accept and be fully bound by the terms of that certain Declaration of Trust dated April 1, 1957, providing for the Northern California Retail Clerks Unions and Food Employers Joint Pension Fund as the same may be applicable to the Pension Plan therein provided for, and any amendments thereto. Employer hereby acknowledges receipt of a copy of said Declaration of Trust.

(b) EMPLOYER CONTRIBUTIONS: The Employer shall contribute to the Trust provided for in (a) hereof an amount per hour which is required to maintain in effect for employees the Joint Pension in effect as of January 1, 1964 including those hereafter specifically provided for, as established by the Trustees. Except as hereinafter specifically provided, the amount of contributions shall be determined by the Trustees, and such Trustee action shall be binding on the Employer.

Section XIV (Continued)

Such contributions shall be made on all hours worked, including all hours compensated such as vacations and holidays by all employees covered by the Collective Bargaining Agreement between the Parties hereto. Such contributions shall be made on or before the 20th day of each month for hours worked during the preceding calendar month. It is understood that the contributions required on behalf of any employee shall not exceed forty (40) hours per week.

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.

(c) PROMPT PAYMENT: The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Fund is essential to the maintenance of the pension plan, and inasmuch as beneficiaries under the plan are entitled to pension benefits for the period of time that they may have worked while covered by the plan even though contributions have not been paid on their behalf by their Employer, that it would be extremely difficult, if not impractical to fix the actual expense and damage to the fund and to the pension plan which would result from the failure of an individual Employer to pay such monthly contributions in full within the time above provided; therefore, the amount of damage to the fund and pension plan resulting from any such failure shall be presumed to be the sum of $20.00 per delinquency, or 10% of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of $100.00 per delinquency, which amount shall become due and payable to the fund as liquidated damages and not as a penalty, upon the day immediately following the date upon which the contributions become delinquent, and shall be in addition to said delinquent contribution or contributions.

(d) B.L.S. INDEX ADJUSTMENT: It is agreed between the parties hereto that the existing Pension Plan should be amended effective April 1, 1962 so that Pension benefits payable to present Pensioners and future retirees shall be adjusted to meet changes in the B.L.S. Consumers Price Index, such changes to be measured from the November 1958 index.

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

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

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

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

(i) BENEFITS: It is agreed that the Pension Plan in effect as of January 1, 1968 shall be amended to provide that effective on and after July 1, 1968 employees with thirty (30) years credited service may retire at age 62 and receive the maximum benefits of the Plan.

Section XV. STORE MEETINGS AND CHARITABLE DRIVES

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

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

Section XVI. CONTRACT ENFORCEMENT AND STORE VISITS

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

(b) RECORDING TIME: 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 Agreement 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 procedure.

Section XVI (Continued)

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 and payable the employee. In such case the employee involved shall be subject to discharge; retaining, however, his right to appeal any such discharge under the terms of this Agreement.

(c) FREE TIME: When an employee willfully violates the provisions of this Agreement by working free time without the knowledge of the Employer, after a second written notice by the Union of this employee's repeated contract violation, the Employer agrees to discharge said employee within seven (7) days after receiving written notice of such violation.

Section XVII. STRIKE OR LOCKOUT

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

Section XVIII. ADJUSTMENT AND ARBITRATION OF DISPUTES

(a) Upon the request of either party hereto, a Board of Adjustment shall be created, to be composed of two (2) representatives of each party to this Agreement, for the purpose of passing on all claims, disputes and grievances arising between the parties during the term of this Agreement over the construction and application of this Agreement, or relating to working conditions arising out of this Agreement, when such cannot be settled directly between the Union and the particular Employer involved. Said Board shall meet for consideration of any such matter referred to it within seven (7) calendar days subsequent to a request therefor by either party. If the Board cannot agree on such question referred to it within seven (7) calendar days, it shall then choose a disinterested person to act as an impartial Arbitrator. If the parties do not agree on an Arbitrator within five (5) days, they shall obtain a list of five (5) Arbitrators from the United States Mediation and Conciliation Service, and an Arbitrator shall be selected therefrom by the strike-off method within seventy-two (72) hours upon demand. The award of the Adjustment Board or Arbitrator shall be final and binding upon both parties.

(b) The Arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this Agreement.

(c) Any expense jointly incurred in the course of arbitration shall be borne one-half (1/2) by the Union and one-half (1/2) by the Employer party to said arbitration.

(d) If either party fails or refuses (1) to constitute a Board of Adjustment, as required by Subsection (a) hereof; (2) to observe the time limits provided in subsection (a) hereof for the consideration of complaints by the Adjustment Board or the submission thereof to arbitration; (3) or to select an arbitrator within a reasonable time after the Adjustment Board has failed to agree on any question referred to it; then in any such event the other party shall be free to proceed to arbitration, whether or not the other party chooses to participate; provided, however, that prior written notice of such intent is given to the other party. In any case, where one party proceeds to arbitration without the participation of the other party, as herein provided, the Arbitrator shall be selected by the participating party from a panel furnished by the United States Federal Mediation and Conciliation Service, and any award rendered by an arbitrator so selected shall be final and binding upon both parties.

(e) Interest at seven per cent (7%) shall be payable on all money claims awarded by the Adjustment Board or by an arbitrator, and such interest shall commence as of the date the complaint is first submitted to the Adjustment Board.

(f) CLAIMS: In the case of a direct wage claim or a claim for contributions to employee benefit plans which does not involve an interpretation of any of the provisions of this Agreement, either party may submit such claim for settlement to either the grievance procedure provided for herein or to any other tribunal or agency which is authorized and empowered to effect such a settlement.

Section XIX. PERIOD OF THE AGREEMENT

This Agreement shall be in full force and effect until and including the 31st day of Dec., 1970, subject to written notice by either of the parties to the other sixty (60) days prior to the anniversary date of a desire to re-open this Agreement. A copy of the proposed changes in the conditions shall be given to the other party not later than thirty (30) days after the date of notification to re-open the above conditions.

It is agreed that negotiations in good faith will follow the submission of proposals and that said negotiations will commence not later than twenty-five (25) days prior to the anniversary date thereof.

In the event that notice to amend this Agreement is not served by either party sixty (60) days prior to the expiration date of this Agreement, and changes submitted in accordance with the thirty (30) days provision mentioned above, this Agreement shall be deemed to be renewed from year to year thereafter, subject to sixty (60) days' written notice prior to the 31st day of Dec. of each year of a desire to amend this Agreement.

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

RETAIL EMPLOYEES UNION LOCAL ~~373, 428, 775~~, 870, ~~1179~~ AFL-CIO

.....
Firm Name

By.....

.....
Address City

By.....

By.....

By.....

By.....

Union Card No.....

INDEX

MEMBERSHIP AND RECOGNITION

	Section	Page
UNION MEMBERSHIP	2	3
UNION SHOP	2(a)	3
UNEMPLOYED LIST	2(b)	3
REGISTRATIONS (for work)	2(c)	3
JOB OPENINGS	2(d)	3
REFERRALS (for jobs)	2(e)	3
DISPUTES (hiring)	2(f)	3
OTHER HIRING	2(g)	3
(Employer notifies the Union)	2(g-1)	3
(Employer advises employee)	2(g-2)	3
(Employer directs employee to report)	2(g-3)	3
NEW EMPLOYEES (Agreement applies)	2(h)	3
(must join)	2(i)	3
AGE LIMIT	2(j)	3
RECOGNITION AND CONTRACT COVERAGE	1	1
RECOGNITION	1(a)	1
CLERK'S WORK	1(b-c)	1
SUB-CONTRACTING AND SUB-LEASING	1(d)	2
STORE MANAGERS	1(e)	2
OWNERS	1(f)	2
NEW OWNER	1(g)	2
SALESMEN (Book)	1(h)	2
TRAVELING CLERKS	1(i)	3
INDIVIDUAL AGREEMENTS	1(j)	3
ENFORCEMENT	1(k)	3
SUSPENSION OF UNION MEMBERS	14	11

WAGES AND PREMIUMS

WAGES (Higer pay continued)	7(a)	7
Minimum Scales	7(b)	7
CLASSIFICATION OF EMPLOYEES	8	8
MANAGING CLERKS	8(a-1)	8
PRODUCE BUYER	8(a-2)	8
HEAD CLERKS	8(a-3)	8
REGULAR CLERK	8(a-4)	8
APPRENTICE CLERKS	8(a-5)	8
STUDENT CLERKS	8(a-6)	8-9
TRAVEL ALLOWANCE	8(c)	9
TRANSPORTATION (between stores)	8(d)	9
TWO CLASSIFICATIONS (Higer Wage)	8(e)	9
NEW CLASSIFICATIONS	8(f)	9
DEMONSTRATORS	8(g)	9
WORK SCHEDULE AND PREMIUM RATES	6	6
POSTING OF WORK SCHEDULES	6(a)	6
SHIFT INTERVAL	6(b)	6
SCHEDULED TO WORK A HOLIDAY	6(c)	6
HOLIDAY EVE	6(d)	6
MEAL PERIOD	6(e)	6
RELIEF	6(f)	6
DAILY GUARANTEE	6(g)	6
SHORT HOUR PREMIUM	6(h)	7
EMPLOYEES ON LAST SHIFT	6(i)	7
NIGHT PREMIUM	6(j)	7
PREMIUM PAY	6(k)	7
PROHIBITION OF OVERTIME	6(l)	7
SEPARATE EMPLOYERS	6(m)	7
HOLIDAYS (No Work on Five Holidays)	9(a-1)	9
HOLIDAY WORK	9(a-2)	10
VIOLATIONS	9(a-3)	10
HOLIDAYS FALLING ON SUNDAY	9(a-4)	10
PART-TIME EMPLOYEES (Holiday Pay)	9(a-5)	10
NEW EMPLOYEES	9(a-6)	10
HOLIDAY WEEK	9(b)	10
OTHER HOLIDAY OBSERVANCE	9(c)	10
HOURS, OVERTIME AND SUNDAY PREMIUM PAY	5	5
BASIC WORK DAY AND WEEK (Lunch Hour)	5(a)	5
OVERTIME RATES FOR DAYS IN CALENDAR WEEK AND HOLIDAY WEEKS	5(b)	5
SUNDAY RATE OF PAY AND SEVENTH (7th) DAY DOUBLE TIME	5(c)	5
OVERTIME RATE FOR MORE THAN FIVE (5) CONSECUTIVE DAYS	5(d)	6
OVERTIME RATE FOR MORE THAN SIX (6) CONSECUTIVE DAYS	5(e)	6
UNSCHEDULED WORK	5(f)	6
SCHEDULED DAY OFF GUARANTEE AND OVERTIME RATE	5(g)	6
OVERTIME SUNDAY PREMIUM RATE FOR THE SIXTH (6th) OR SEVENTH (7th) CONSECUTIVE DAYS	5(h)	6
TOLERANCE PERIODS	5(i)	6
VACATIONS (Weeks, Continuity, Pay, Preference, Schedule and Variation)	10(a)	10
PERIOD (Holiday during Vacation)	10(b)	10
PRO-RATA	10(c)	10
CONTINUOUS (optional week no pay)	10(d)	10

BENEFITS

	Section	Page
SICK LEAVE	16	11
EMPLOYER ACCEPTANCE	16(a)	11
EMPLOYER CONTRIBUTIONS	16(b)	11
BENEFITS	16(c)	11
MOBILITY (Employee Keeps Credits)	16(d)	11
PAYMENT	16(e)	12
INTEGRATION (Unemployment Disability and Workmen's Compensation)	16(f)	12
HALF-PAY DEFINED	16(g)	12
PRO-RATA	16(h)	12
NOT CONVERTIBLE	16(i)	12
HEALTH AND WELFARE (Employer Acceptance)	12(a)	11
EMPLOYER CONTRIBUTIONS	12(b)	11
BENEFITS	12(c)	11
NEW BENEFITS	12(d)	11
PENSIONS	17	12
EMPLOYER ACCEPTANCE	17(a)	12
EMPLOYER CONTRIBUTIONS	17(b)	12
PROMPT PAYMENT	17(c)	12
B. L. S. INDEX ADJUSTMENT	17(d)	12
OTHER PLANS	17(e)	12
REGULATIONS	17(f)	13
BUSINESS EXPENSE	17(g)	13
LIMITATION	17(h)	13
NEW BENEFITS	17(i)	13

STANDARD PROVISIONS

DISCHARGES AND LAYOFFS (Discharges)	3(a)	3
TERMINATION (Quitting)	3(b)	4
WORK PERFORMANCE (Discharge and Union Notice)	3(c)	4
SENIORITY (Rights)	3(d)	4
WAGES DUE (Time Limit)	3(e)	4
CONTRACT VIOLATION	3(f)	4
POLYGRAPHS	3(g)	4
GENERAL PROVISIONS	4	4
SAFETY RULES	4(a)	4
MILITARY SERVICE	4(b)	4
BONDING	4(c)	4
FLOOR COVERING (Check Stands)	4(d)	4
UNIFORMS (Special Wear)	4(e)	4
TOOLS AND EQUIPMENT	4(f)	4
PAYDAY AND DEDUCTIONS	4(g)	4
BOARD AND ROOM	4(h)	5
UNION BUSINESS	4(i)	5
CLAIM LIMIT	4(j)	5
JOB INJURY	4(k)	5
PAYROLL DATA	4(l)	5
JURY DUTY	4(m)	5
TRANSFERS	4(n)	5
LEAVES OF ABSENCE	4(o)	5
PROMOTIONS	4(p)	5
RETURNED CHECKS	4(q)	5
UNION EMBLEM (Store Card)	4(r)	5
VISITS TO STORE (Union's Rights)	13	11
STORE MEETINGS AND CHARITABLE DRIVES	11	10
Store Meetings	11(a)	10
Contributions to Charity	11(b)	10
STRIKE OR LOCKOUT	15	11
Refusal to Pass a Picket Line	15(a)	11
Strike or Lockout	15(b)	11
ADJUSTMENT AND ARBITRATION OF DISPUTES	18	13
Submit Disputes	18(a)	13
How Appointed	18(a-1)	13
Compensation of Principals	18(a-2)	13
Limitation of Authority	18(a-3)	13
Pending Decision of	18(b)	13
Arbitrator (Powers Limited)	18(c)	13
PERIOD OF AGREEMENT	19	14
Special Termination	19(b)	14

A - 1 SUPER MARKET
9509 E. 14TH ST.
OAKLAND, CALIF.

ACORN MARKET
1600 - 12TH ST.
OAKLAND 7, CALIF.

A G E GROCERY DEPT.
400 HEGENBER RD.
OAKLAND, CALIF.

ALAMEDA DELICATESSEN
2327 CENTRAL AVE.
ALAMEDA, CALIF.

ALBERTSON'S INC.
P.O. BOX 20
BOISE, IDAHO 83701

ALLEN'S HAM & BACON
818 JEFFERSON ST.
OAKLAND, CALIF. 94612

AL'S FOOD MARKET
3550 SOMERSET AVE
CASTRO VALLEY, CALIF. 94546

AZAR'S MARKET
609 - 98TH AVE
OAKLAND, CALIF.

B & H MARKETS
2021 LAURA AVE
SAN LEANDRO, CALIF.-94577

BAYMART GROCERY
400 S. SARATOGA RD.
SAN JOSE, CALIF.-95129

BAYSIDE FOODS
2020 SAN PABLO AVE
BERKELEY, CALIF.

BEAN BAG
9TH & CLAY
OAKLAND, CALIF. 94612

BOBBI GROCERY
3043 GROVE ST
OAKLAND, CALIF. 94609

BERKELEY MARKET
2369 TELEGRAPH AVE.
BERKELEY 4, CALIF.

BLUE & GOLD GROCERY
2257 SHATTUCK AVE.
BERKELEY, CALIF.

BRENTWOOD MKTS. INC.
363 EL CAMINO REAL
SO. SAN FRANISICO, CALIF.

BROOKFIELD FOOD CENTER
675 - 98TH AVE.
OAKLAND 3, CALIF.

CANTOR'S PRODUCE
10TH & WASHINGTON
OAKLAND, CALIF.

CARLOAD CANNERY
2314 SAN PABLO AVE
OAKLAND, CALIF. -94612

CENTERVILLE FOOD
37311 FREMONT BLVD.
FREMONT, CALIF.

CHESTNUT ENCINAL MARKET
1202 CHESTNUT ST.
ALAMEDA, CALIF.

CHIMES MARKET
5642 COLLEGE AVE
OAKLAND, CALIF.

THE CIRCUS MARKET
1930 MAIN ST.
ALAMEDA, CALIF.

COLES MARKET
4277 FIRST ST
PLEASANTON, CALIF. 94566

GLENVIEW GROCERY CO.
4232 PARK BLVD
OAKLAND, CALIF. 94602

GOURMET SHOP
% MONTGOMERY WARD
29TH AVE AND E. 14TH ST.
OAKLAND, CALIF.-94601

GRAND SUPER MARKET
2220 MOUNTAIN BLVD
OAKLAND, CALIF. 94611

GREEN PEPPER
17735 HESPERIAN BLVD.
SAN LORENZO, CALIF.

GROVE SUPER MARKET
1841 PARK BLVD.
OAKLAND, CALIF.

HAMBY'S MARKET
348 HIGHLAND AVE.
PIEDMONT 11, CALIF.

HAMILTON MARKET
6773 BROADWAY TERRACE
OAKLAND 11, CALIF.

HAROLD 'S MARKET
2838 E. 14TH ST.
OAKLAND, CALIF. 94621
ATT. H. LEUNG

HAROLD'S MARKET
7615 MAC ARTHUR BLVD
OAKLAND, CALIF.
ATT. H. WONG

HENRY'S MARKET
16411 EAST 14TH ST.
SAN LEANDRO, CALIF.

HOPKINS FOOD CENTER
3925 MACARTHUR BLVD.
OAKLAND 19, CALIF.

HOUCK'S MARKET
1543 LINCOLN AVE.
ALAMEDA, CALIF.

IDEAL MARKET
2200 MARINA BLVD.
SAN LEANDRO, CALIF. -94577

IMPERIAL MARKET
1440 LEIMERT BLVD.
OAKLAND 2, CALIF.

JERRY'S DELICATESSEN
26231 MISSION BLVD.
HAYWARD, CALIF.

JOHANK'S MARKET
1011 WILLIAM ST.
SAN LEANDRO, CALIF.

KAMPUS FOOD CENTER
5063 MACARTHUR BLVD.
OAKLAND, CALIF.

KEYSTONE MARKET
14327 E. 14TH ST.
SAN LEANDRO, CALIF.

L & L MARKET
3670 EAST AVE.
LIVERMORE, CALIF.

L & M SUPER VALUE
2312 SANTA CLARA
ALAMEDA, CALIF.-94501

LAKESIDE DELICATESSEN
3257 LAKESHORE AVE.
OAKLAND 10, CALIF.

LAKEVIEW MARKET
3326 GRAND AVE.
OAKLAND 10, CALIF.

LA SALLE AVE. MARKET
6112 LA SALLE AVE.
OAKLAND 11, CALIF.

LEE BROS. - OFFICE
26081 MOCINE
HAYWARD, CALIF.

LEO'S BULK FOODS
26231 MISSION BLVD.
HAYWARD, CALIF.

LEWIS DRIED FOODS
10TH & WASHINGTON
OAKLAND7, CALIF. 94607

LEWIS MARKET
1420 ENCINAL AVE.
ALAMEDA, CALIF.

LIBERTY MARKET
1100 - 12TH ST.
OAKLAND, CALIF.

LINCOLN MARKET
2070 LINCOLN AVE.
ALAMEDA, CALIF.

LO-RAY'S CENTER INC.
P.O. BOX 847
WALNUT CREEK, CALIF.

LOUIS STORES
1650 65TH ST.
EMERYVILLE, CALIF.

LUX FOOD CENTER
480 WEST TENNYSON RD.
HAYWARD, CALIF.

M & M FOOD MARKET
5776 BROADWAY
OAKLAND 11, CALIF.

MANOR FOODS
1179 MANOR BLVD.
SAN LEANDRO, CALIF.

MARKET SPOT
1200 LINCOLN AVE.
ALAMEDA, CALIF.

MAYFAIR MARKETS-
P.O. BOX 2256 TERMINAL ANNEX
LOS ANGELES 54, CALIF.

MAY SERV-MART, INC.
BOX 54180 TERMINAL ANNEX
2600 SOUTH GARFIELD
LOS ANGELES, 54 CALIF.

MELS MARKET
7980 MOUNTAIN BLVD
OAKLAND, CALIF.

MENU MARKET
22624 BLACKWOOD AVE.
HAYWARD, CALIF.

MILLS FOOD
5911 MAC ARTHUR BLVD.
OAKLAND 8, CALIF.

MONTE VISTA FOOD
4004 PIEDMONT AVE.
OAKLAND 11, CALIF.

MORE VALUE MARKET
7711 MACARTHUR BLVD.
OAKLAND, CALIF.

MURRAY'S MARKET
1276 DAVIS ST
SAN LEANDRO, CALIF. 94577

MYRON'S - HAM & BACON
9TH & CLAY
OAKLAND, CALIF. 94607

NATIONAL FOOD STORE OFFICE
1650GROVE ST.
BERKELEY 4, CALIF.

NEW CLAREMONT MKT.
2905 COLLEGE AVE
BERKELEY, CALIF. 94705

NEW HANDY CORNER MARKET
446 BLOSSOM WAY
HAYWARD, CALIF.-94541

NEW ISLAND MARKET -
704 CENTRAL AVE
ALAMEDA, CALIF.

NEW ISLAND MARKET -
2433 CENTRAL AVE
ALAMEDA, CALIF.

NEW WESTERN MARKET
1424 PARK ST.
ALAMEDA,CALIF.

OTTINO'S MARKET DELICATESSEN
2082 SAN PABLO AVE.
BERKELEY 2, CALIF.

P & G MARKET
451 PERKINS ST.
OAKLAND, CALIF.

P.N. CASH MARKET
4505 MARKET ST.
OAKLAND, CALIF.

PACIFIC MARKET
818 JEFFERSON ST.
OAKLAND, CALIF.

PARADE FOOD STORE
145 JACKSON ST.
HAYWARD, CALIF.

P & X MARKETS
2480 GRANT AVE.
SAN LORENZO, CALIF

PARK AUTO MARKETS
26081 MOCINE AVE
HAYWARD, CALIF.-94541

PARK & SHOP MARKET
1850 SOLANO AVE.
BERKELEY 6, CALIF.

PARKWAY MARKET
1323 PARK BLVD.
OAKLAND, CALIF.

PEERLESS COFFEE CO.
926 WASHINGTON ST.
OAKLAND, CALIF.

PENNYSAVER MARKET
2450 SHATTUCK AVE.
BERKELEY 4, CALIF.

PENNYWISE MARKET
165 W. HARDER RD.
HAYWARD, CALIF.

PIC-N-PAC MARKET
1049 GILMAN
BERKELEY, CALIF.

PIEDMONT GROCERY
4038 PIEDMONT AVE.
OAKLAND 11, CALIF.

PLEASANTON FOOD CENTER
405 MAIN ST.
PLEASANTON, CALIF.

PON'S MARKET
749 ADELINE ST.
OAKLAND, CALIF.

PORTER'S MARKET
15056 FARNSWORTH ST.
SAN LEANDRO, CALIF.

RALPH'S MARKET
801 LINCOLN AVENUE
ALAMEDA, CALIF.

G. B. RATTO & CO
821 WASHINGTON ST.
OAKLAND 7, CALIF.

RED FOX MARKETS, INC.
2833 MAC ARTHUR BLVD
OAKLAND, CALIF.

RED ROOSTER MARKET
26671 MISSION BLVD
HAYWARD, CALIF.

RICO'S PRODUCE
9TH & JEFFERSON ST.
OAKLAND, CALIF.

ROMLEYS MARKET INC
18911 LAKE CHABOT RD
CASTRO VALLEY, CALIF.

ROMLEY'S MARKET INC.
11825 DUBLIN RD
DUBLIN, CALIF.-94539

RUSSELL'S MARKETS
716 SACRAMENTO ST.
SAN FRANCISCO, CALIF.

SAM'S PRODUCE
818 JEFFERSON ST
OAKLAND, CALIF.

SAM'S QUALITY DELICATESSEN
10TH & WASHINGTON ST.
OAKLAND, CALIF.

SANTA CLARA MARKET
846 SANTA CLARA AVE.
ALAMEDA, CALIF.

SANTOS PRODUCE INC.
% P.O. BOX 8
HAYWARD, CALIF.-94543

SAVE WAY MARKET
2710 PARK BLVD.
OAKLAND 6, CALIF.

FILS

SEVEN HILLS MARKET
4274 SEVEN HILLS RD.
CASTRO VALLEY, CALIF.

SEVEN PALMS FOOD CENTER
1301 EUCLID AVE.
BERKELEY, CALIF.

SCHNEIDERS DELI
1967 TELEGRAPH AVE
OAKLAND, CALIF. - 94612

SHERWOOD SWAN & CO.
10TH & WASHINGTON STS.
OAKLAND 7, CALIF.

FILS

SIGN MART
% L.F. SEEWALD
334 ANZA ST.
SAN FRANCISCO, CALIF.

STAR GROCERY
3068 CLAREMONT AVE.
BERKELEY 5, CALIF.

STARLIT SUPER MARKET
2044 - 23RD AVE.
OAKLAND, CALIF.

SUNBEAM MARKET
3908 GRAND AVE.
OAKLAND 10, CALIF.

SUPER STOP MARKET
747 SAN PABLO AVE
ALBANY, CALIF.-94705

SUPERWAY
121 WEST TENNYSON RD.
HAYWARD, CALIF.

TAY'S PRODUCE
1930 GROVE ST.
BERKELEY 4, CALIF.

TED'S DRIVE IN MKT.
9547 MACARTHUR BLVD
OAKLAND 3, CALIF.

TEMESCAL DELI
5011 TELEGRAPH AVE
OAKLAND, CALIF. 94609

THRIFT WAY MARKET
1960 LEWELLING BLVD
SAN LEANDRO, CALIF.-94579

TOP TEN MARKETS
7015 THORNTON AVE.
NEWARK, CALIF.

UNION CITY MARKET
33909 - 10TH ST.
UNION CITY, CALIF.

CONSUMERS CO-OP OF BERKELEY
1235 TENTH ST.
BERKELEY, CALIF.-94702

COURTESY FOOD
3100 35TH AVE.
OAKLAND, CALIF.

DAGNA'S MARKET
1382 SOLANO AVE.
ALBANY 6, CALIF.

DAN'S PRODUCE
1971 TELEGRAPH AVE
OAKLAND, CALIF. - 94612

DUTTON FOOD CENTER
575 DUTTON AVE.
SAN LEANDRO, CALIF.

EAST HILLS MARKET
2637 EAST AVE.
HAYWARD, CALIF.

EDDIE'S MARKET
1935 - 73RD AVE
OAKLAND, CALIF-94603

EMDY FOOD INC-
10111 E 14TH ST.
OAKLAND 3, CALIF.

ENCINAL MARKET CENTER
3211 ENCINAL AVE
ALAMEDA, CALIF.

F - B MARKET
206 E ST
UNION CITY, CALIF.

FERRARI'S DELICATESSEN
3542 EAST 14TH ST.
OAKLAND, CALIF.

FIESTA FOOD
4801 BROADWAY - BROADWAY INC.
OAKLAND, CALIF.

FINES MARKET
218 - A - ST.
HAYWARD, CALIF.

FOOD FARM
2547 E. 14TH ST.
OAKLAND, CALIF.

FOOD KING STORES
114 PACHECO BLVD. SO.
PACHECO, CALIF.

FOOD MILL
3033 MAC ARTHUR BLVD.
OAKLAND, CALIF. 94602

FOODS CO. INC. -10
2655 PACIFIC COAST HIGHWAY
TORRANCE, CALIF.

FOOD TOWN 1
3359 LAKESHORE AVE.
OAKLAND 10, CALIF.

FOODVALE MARKET
3401 E. 14TH ST.
OAKLAND, CALIF 94601

FRANKLIN MARKET
1531-SAN PABLO AVE
BERKELEY, CALIF.

FREMONT FOOD FAIR
40940 FREMONT BLVD.
IRVINGTON, CALIF.

FRY'S FOOD MARKETS, INC.
2315 SAN PABLO DAM RD.
SAN PABLO, CALIF.

GENOVA DELICATESSEN
4937 TELEGRAPH AVE.
OAKLAND 9, CALIF.

GENOVA RAVIOLI CO
4905 TELEGRAPH AVE
OAKLAND, CALIF.

VALU SUPER
1536 - 23RD AVE
OAKLAND, CALIF.

VARSITY MARKET
2111 UNIVERSITY AVE.
BERKELEY, CALIF.

VENTUR MARKET
26718 GADING RD.
HAYWARD, CALIF.

VERNON MARKET
3210 HARRISON ST.
OAKLAND 11, CALIF.

WES'S QUALITY FOODS
1995 EL DORADO AVE
BERKELEY, CALIF.

WEST COAST FOOD
1120 DAVIS ST.
SAN LEANDRO, CALIF.

WESTLAND MKT.
1000 7TH ST.
OAKLAND 7, CALIF.

WHITE FRONT GROCERY
11020 SO. VERMONT
LOS ANGELES, CALIF.

WILLIAMS BROS. MARKET
1125 PARK ST.
ALAMEDA, CALIF.

WONDER MART
22291 REDWOOD RD.
CASTRO VALLEY, CALIF.

RICHARD DELAMATER- IND. RELATIONS
SAFEWAY STORES, INC.
5618 GEARY BLVD. SUITE205
SAN FRANCISCO, CALIF.-94121

PURITY STORES - HOWARD HOUSTON
1645 ROLLINS RD.
BURLINGAME, CALIF.

WILLIAM SHEA
NORTHERN REGIONAL PERSONNEL MGR.
LUCKY STORES INC. -1701 1ST AVE
SAN LEANDRO, CALIF.

BLS 2452

Budget Bureau No. 44-R0003.
Approval expires March 1971.

MAR 27 1970 - rev.

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

RECEIVED
JAN 26 1970
ANS.

January 19, 1970

THIRD REQUEST

Retail Clerks International Association
c/o Mr. James T. Housewright, President
Connecticut Avenue and DeSalles Street, N. W.
Washington, D. C. 20036

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s), as listed on the reverse side.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) 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,

Geoffrey H. Moore

GEOFFREY H. MOORE
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

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 _____

2. Number and location of establishments covered by agreement _____

_____

3. Product, service, or type of business _____

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

_____ (Your name) _____ (Position)

_____ (Business Address) _____ (City and State)

BLS 2452—Continued

Identification of employer or employer group	Name of union	Number of employees normally covered by agreement
Employer: Copy of current union 561818 agrement covering the rec'd. Product: Alemeda County Drug Stores	Retail Clerks International Association (Retail Food Clerks) local #870	
Employer: Location: Alameda County, California The agreement we have on file expired in August 1967. Product:		
Employer: Product:		
Employer: Copy of current union 6729 1/ agreement covering the rec'd. Product: Food Store Operators	Retail Clerks International Association local #870	
Employer: Location: Alameda County, California The agreement we have on file expired in February 1967. Product:		
Employer: 1/ In addition, we would also appreciate your sending us copies Product: of your Health Insurance and Pension agreements.		
Employer: Product:		
Employer: Product:		

Please use additional sheet if necessary.