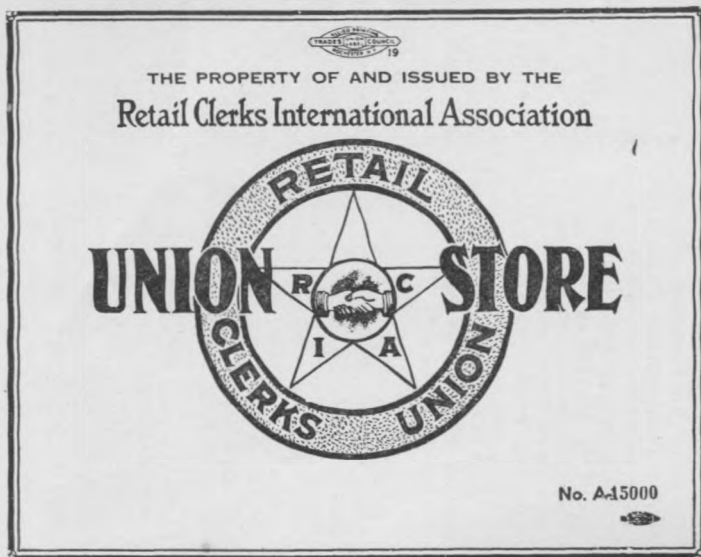


FOOD AND DRUG CLERKS UNION, LOCAL 1092

Grocery, Vegetable & Delicatessen WORKING AGREEMENT

0961 21 706
[Signature]
The Emblem of Good Service





FOOD AND DRUG CLERKS UNION, LOCAL 1092

404 Labor Temple, Portland, Oregon
Capitol 8-0171

GROCERY, VEGETABLE AND DELICATESSEN WORKING AGREEMENT

This Agreement entered into
this..... day of
....., 19.....,
by and between.....

.....
on behalf of its grocery store
members employing persons in
the classifications listed herein
who are herein referred to as the
"Employer", and Food and Drug
Clerks Union, Local 1092, Retail
Clerks International Association,
affiliated with the AFL-CIO, of
the City of Portland, County of
Multnomah, State of Oregon,
herein referred to as the "Union".

Hiring, Conditions of Employment, Transfer and Discharges

Article 1. It shall be a condition
of employment that all employees
of the Employer covered by this
agreement who are members of
the Union in good standing on
the effective date of this agree-
ment shall remain members in
good standing and those who are
not members on the effective date
of this agreement, shall on the
thirtieth day following the effec-
tive date of this agreement, be-
come and remain members in
good standing in the Union. It
shall also be a condition of em-

ployment that all employees covered
by this agreement and hired
on or after its effective date,
shall, on the thirtieth day follow-
ing the beginning of such em-
ployment become and remain
members in good standing of the
Union through regular payment
of initiation fees and dues to the
Union. The Union agrees to ac-
cept as members all present and
future employees on the same
terms and conditions which gov-
erned the admission of present
employees to membership.

The Employer recognizes the
Union as the sole collective bar-
gaining agent for his employees
within the jurisdiction of Food
and Drug Clerks Union, Local
1092.

The Employer agrees to deliv-
er to each new employee a
statement to be furnished by the
Union regarding paragraphs 1
and 2 of this Article of this agree-
ment. The Employer will send to
the Union a record of the hiring
of each new employee.

Article 2. The Employer agrees
that as a condition of employ-
ment all employees will maintain
membership in good standing in
the Union; and the Employers
shall be notified of their em-

ployees' delinquency in such re-
gard.

Article 3. In the event that an
employee is unable to work due
to sickness or accident, he shall
be reemployed at such time as
he is able to resume his normal
duties as a clerk.

Article 4. Any Employer op-
erating more than one store shall
have the privilege to transfer
any employee from one store to
another, provided such employee
suffers no reduction in wage or
working conditions, and that he
be compensated for any loss of
time and expense incurred by
such transfer.

Article 5. Employers reserve
the right to discharge any person
in their employ if incapable or
incompetent.

It is hereby agreed that a com-
mittee will be set up to make a
study to see that discharges are
made in a fair and impartial man-
ner. This committee shall con-
sist of equal representation by
the Union and the Employers.
The committee by majority vote
shall have the authority to re-
quire reinstatement of an im-
properly discharged employee.
This committee's conclusions
will be set forth in a letter.

The lay-off of an employee other than for cause, ability being equal, the Employer agrees that the last employee employed by the Employer shall be the first laid off. No person shall be discharged or discriminated against for upholding Union principles or any person who works under the instruction of the Union or who serves on a committee shall not lose his position or be discriminated against for this reason.

Wage Scales and Working Hours

Article 6. No employee, who prior to the date of this agreement was receiving more than the rate of wages designated in this schedule herein contained, for the class of work for which he was engaged, shall suffer a reduction of wages or position through the operation or because of adoption of this agreement.

Article 7. Five (5) days of eight (8) hours each to be completed in any nine (9) consecutive hours shall constitute a week's work for regular employed employees.

Thirty-two (32) hours shall constitute the number of hours of a holiday work week.

All work performed in excess of the above set forth daily and weekly hours shall be compensated for in cash at the rate of time and one-half.

All work performed between the hours of 7:00 P. M. and 7:00 A. M. shall be compensated for at premium time of 25c per hour. The rate of pay for work performed on Sunday shall be at one and one-half (1½) times the

regular straight time hourly rate of pay for the employee. This ½-time premium shall be in addition to any other compensation provided in this agreement; however, night premium pay shall not be paid on Sunday night in addition to the Sunday premium.

All work performed shall be paid on the basis of four (4) hours or less, one-half day's pay; over four (4) hours and not more than eight (8) hours, a full day's pay; provided that not less than a half day's pay for work done before lunch and not less than a half day's pay for work done after lunch shall be paid.

All work performed in the Delicatessen Sales Division shall be paid on the following basis: Four (4) hours or less, one-half day's pay; over four (4) hours, paid on an hourly basis.

All persons coming under this contract shall have at least one regular pay day per week except that any employer shall be allowed five (5) days beyond the end of the pay period in which to prepare the payroll. All remuneration shall be in cash or fully negotiable checks.

No female or minor employee shall be required to work more than three (3) hours without a ten (10) minute rest period, said rest period to be on the Employer's time.

Women shall not be allotted tasks disproportionate to their strength.

It is further agreed that a lunch period shall be one (1) hour.

Article 8. The following is the minimum scale of hourly and weekly wages mutually agreed upon:

May 1st, 1960

Grocery and Vegetable Departments

Experience	Per 40-hr Hour Week
Under 4 months	\$1.60 \$64.00
4 to 8 months	1.8875 75.50
8 to 12 months	2.1625 86.50
Over 12 months	2.3625 94.50
Clerk in charge	2.4625 98.50

Delicatessen Sales Department

Under 4 months	1.425 57.00
4 to 8 months	1.6625 66.50
8 to 12 months	1.9125 76.50
Over 12 months	2.1625 86.50
Department Head ..	2.2875 91.50

Effective April 30th, 1961, the following increases per hour will be applied to all classifications:

Grocery and Vegetable Departments

Under 4 months	5c
4 to 8 months	5c
8 to 12 months	7½c
Over 12 months	10c
Clerk in charge	10c

Delicatessen Sales Department

Under 4 months	5c
4 to 8 months	5c
8 to 12 months	7½c
Over 12 months	10c
Department Head	10c

Clerks in charge rate will be paid to the clerk whose duties include (1) relieving the owner, manager or assistant manager in the performance of their supervisory duties and/or (2) exercises supervision over the em-

employees in the bargaining unit throughout the store, even though the owner, manager or assistant manager is present, and/or (3) to head produce clerks responsible for the general management and successful operation of the produce department.

Delicatessen Sales girls shall devote their time exclusively to that department.

All part-time employees shall receive the same hourly rate of pay as regular employees.

The Employer shall be permitted to employ high school students at the beginning rate provided in the contract for under four (4) months experience as long as such employee is still attending high school. This applies to summer employment of high school students as well as employment during the school year. If such employees continue to work after completion of high school, credit for experience gained while still in school shall be granted as follows: Less than two (2) months actual time worked—no credit; over two (2) months actual time worked— $\frac{1}{2}$ credit under the regular progression schedule up to a maximum of 8 months experience credit.

Article 9. Any claim for back wages or overtime not paid must be presented through the Union to the Employer in writing within thirty (30) days of the day he is paid for the period in which back wages or overtime is claimed; otherwise, the employee foregoes any right of appeal under this agreement.

Health and Welfare

Article 10. The Employer agrees to pay for each employee who has worked at least eighty (80) hours during the preceding month the sum of \$12.50 per month effective with the July, 1960 payment to the persons and at the time and place designated by the Joint Trustees of the Food and Drug Clerks Health and Welfare Plan formed by the Union and Food Employers, Inc. Effective with the May, 1961 payment, the Employer contribution will be \$13.00 per month.

Sick Leave

Article 11. Effective January 1, 1961, the Union may choose either of the following alternatives (Employers to be notified of choice by December 1, 1960):

(a) 2c per hour increase on all brackets, or

(b) Effective January 1, 1961, each regular full-time employee covered by this contract will start earning sick leave at the rate of one-half day per calendar month worked and each regular part-time employee (one who has worked for the employer one year or more and who has averaged 24 hours of work weekly for the year immediately preceding his anniversary date of employment) will start earning sick leave on a proportion based upon his average hours worked in each month. Earned sick leave shall be cumulative up to 12 days. Each employee who has been in the service of his employer for one year or more shall be entitled to use earned sick leave beginning with

the fourth store operating day of his illness or thereafter up to and including the seventh store operating days of such illness. Sick leave allowance shall be used only for a bona fide illness of an employee, as determined by a doctor.

Holidays, Closing, Vacations

Article 12. The following days shall be considered as holidays: January First, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. (61)-1
No store shall be open for sales on the above holidays and no member of Local 1092 shall be employed on such days with the following exception: For annual inventory on January First, where customary; then those so employed for the inventory shall be compensated at the rate of double time. If a holiday falls on Sunday, clerks shall have the following day off. (62-64)-2 (464)

Regular part-time employees on duty the working day before and the working day after a holiday shall receive pay for the holiday at their regular rate, and such part-time employees who would normally be so employed shall not be laid off to avoid payment of wages for the holiday.

No member of the Union shall work in an establishment doing business between the hours of 11:00 P. M. and 7:00 A. M.

All stores and sections covered under this contract will close not later than 6:00 P. M. on Christmas Eve, December 24th. (35)-2

Article 13. All employees of the Employer shall be granted one

39-03
(1) week's vacation with pay each year provided that the employee has been in the employ of the Employer one year prior to such vacation. All employees of the Employer shall be granted two (2) weeks' vacation with pay each year provided the employee has been in the employ of the Employer three (3) years prior to such vacation. Vacation period to be between May 1 and September 1 unless mutually agreed to the contrary. All days of the vacation are to be consecutive.

Effective January 1, 1959, all employees of the Employer shall be granted three (3) weeks vacation with pay each year provided the employee has been in the employ of the Employer ten (10) years prior to such vacation. Two weeks shall be consecutive and the third week shall be by mutual agreement.

If a holiday occurs in an employee's vacation period, the employee will be granted an additional consecutive day's vacation or an extra day's pay in lieu thereof.

Vacation pay will be paid before the start of the employee's vacation if requested by the employee seven (7) days before the start of the vacation. The amount of vacation pay paid an employee will be the regular and overtime pay normally earned by the employee each week for at least ten months of the year's time in which the employee qualified for a vacation.

Any employee leaving the employ of the Employer after one year of employment, either

through discharge, lay-off or voluntary action of the employee, who has not already had his or her vacation, shall be paid in cash for the equivalent of the vacation period due.

Any employee who has been in the employ of a single employer for one (1) year or more, if his employment is terminated he will receive the proportionate part of his vacation. This will not apply to persons who are discharged for dishonesty, insobriety, or any other just cause.

Miscellaneous Regulations

Article 14. No receiving, marking, stocking, or displaying of employer's merchandise shall be done by suppliers representatives, salesmen or other non-employees of the Employer. This shall not apply to drivers or driver-salesmen engaged in servicing the store with their own merchandise directly from the delivery vehicle nor to servicing of bakery products by the supplier. This clause shall not operate to limit clerk's work.

Article 15. Every employee who requests it shall have his shift so arranged so that he will be able to attend at least one Union meeting per month.

Article 16. The Employer agrees to furnish uniforms or aprons. Any laundry expense for aprons, special uniforms or headwear, or purchase of same, shall be borne by the Employer.

Article 17. All time lost from employment because of reasonable absence from work through sickness or other emergencies or temporary lay-off shall be con-

sidered as time worked for the purpose of determining the length of employment, provided that such time shall not exceed thirty (30) days.

Article 18. The Employer agrees that employees shall not be required to contribute to charity or any other causes nor shall quotas be established by the Employer, whether for an individual or group of employees, or suggested amounts of contributions be made by the Employer. Any contributions which may be made by employees for such purposes shall be purely voluntary.

Article 19. Protective rain jackets shall be provided for any employee required to perform work in the rain.

Article 20. The Employer agrees to qualify all employees under the State Unemployment Compensation and State Industrial Accident Funds, or insurance of equal coverage.

Special Classifications

Article 21. No Employer shall have more than one (1) apprentice for each four (4) employees or fraction thereof.

Article 22. There shall be only one (1) manager in any one store, but in every store there shall be designated one (1) person as manager. In addition, there may be one managerial employee exempt from the provisions of the agreement when mutually agreed to by both parties to this agreement. The Union shall not require Union affiliation of said manager, and clerks being promoted to man-

agers or exempt assistant manager and whose current dues and other financial obligations have been paid shall be granted an Honorable Withdrawal Card upon written request.

Arbitration and Renewal Articles

46
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

Article 23. Any dispute that may arise as to the true interpretation of this agreement shall be submitted to a committee consisting of one member representing the Employer, and one member representing the Union, and if they cannot agree, the two chosen representatives shall select a third disinterested party within one (1) week. The findings of this board shall be binding upon both parties to this agreement. It is further understood that there will be no stoppage of work or lockouts until all means to settle the dispute have been attempted. It is further understood that the duly authorized representatives of Local 1092 shall have the authority in behalf of the Union to enforce the terms of this agreement.

Article 24 In case of the Employer sells his business, he agrees to pay all employees proportionate vacation period at the time

of the sale, and to advise the buyer that he has operated the store under this agreement.

Any Employer signatory to this agreement who purchases a store which is subject to this agreement will thereafter, as to employees transferring from an old owner (without break in service except as defined in Article 16) and remaining continuously with the new owner for one year, give credit for length of service accumulated with the prior owner in calculating vacation rights.

Article 25. This agreement to be in effect from May 1, 1960 to midnight of the Saturday nearest May 1, 1962. It is agreed that this agreement shall automatically be renewed to midnight of the Saturday nearest May 1 of subsequent years, without further notice by either party, provided that either party may open this agreement for the purpose of discussing changes or revisions by giving notice in writing 60 days prior to the 1962 expiration date, or any annual anniversary of said date as calculated in accordance with this provision.

This agreement shall be retroactive to May 1, 1960.

Amendment

1. The Union agrees that in the event an agreement is entered into between the Union and any other Employer in the food industry containing more favorable conditions than those specified herein, at the option of the Employer named herein, such more favorable conditions shall automatically become effective as a part of this agreement.

2. Any arbitration awards or agreed interpretations of the same agreement made between the Union and any Employer association party to the same agreement shall apply to this agreement.

Memo:

It is agreed that the Employers will post work schedules for employees at least forty-eight (48) hours before the start of the work week. It is understood that the established work schedule may be changed as required by unexpected developments in the store.

Dated this.....day of

....., 196.....
at Portland, Oregon.

Signed by the Employer

Signed by the Union

Store Name.....

Local 1092

Address.....

404 Labor Temple

Portland 1, Oregon

U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON 25, D. C.

Budget Bureau No. 11-7703.10
Approval Expires March 31, 1957

Budget Bureau No. 44-8003.11
Approval Expires March 31, 1960

Jim
OCT 12 1960

September 26, 1960

Mr. George Lightower
Retail Clerks International Association, #1092
404 Labor Temple
Portland, Oregon

Dear Mr. Lightower:

To assist us in our continuing studies of collective bargaining practices and in maintenance of a file of agreements for government and public use, would you please send us a copy of your current agreement(s), indicated below, together with any related supplements or wage schedules.

Copy of current agreement with Food Employers, Inc. (Grocery Stores)

For statistical purposes, we need the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return the form.

The file is available for your use except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, check the appropriate box below.

Very truly yours,

Ewan Clague
Ewan Clague
Commissioner of Labor Statistics

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

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1800
2. Name of employer party to agreement Food Employers Inc. ASSOCIATION OF EMPLOYERS
3. Address of establishment covered by agreement (if more than one, simply indicate city, state or region) Multnomah, Washington, part of Clackamas counties, Oregon
4. If more than one employer is party to agreement, indicate number 300
5. Product, service or type of business Retail.

Notify me when new BLS collective bargaining agreement studies are issued ☐

George Lightowler.

secretary.

(Your name)

(Position)

404 Labor Temple

Portland, Oregon

(Street)

(City and State)

*This was sent up
as 600 753 in error*

Copy 600 440 for agent. Employment was not changed in the book could i.e. 1500 and

112-56216 - CONFIDENTIAL