

RETAIL FOOD INDUSTRY AGREEMENT

June 1, 1959 - May 31, 1964

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THIS AGREEMENT, made and entered into this _____ day of _____, 19____, by and between _____, for all stores located within the jurisdiction of the Union, First Party, hereinafter called the EMPLOYER, and SERVICE AND MAINTENANCE EMPLOYEES' UNION, LOCAL 399, affiliated with the American Federation of Labor - Congress of Industrial Organizations, Second Party, hereinafter called the UNION.

WITNESSETH:

In mutual consideration, the parties hereby agree as follows, to-wit:

ARTICLE I - RECOGNITION OF THE UNION

A. The Employer hereby recognizes the Union as the sole collective bargaining agent for all employees working for the Employer within the geographical jurisdiction of the Union, and within the classifications listed in Article VII, as long as said Union is affiliated with the AFL-CIO.

B. Under no circumstances shall there be any stoppage of work, refusal to perform work, or any other concerted action due to disagreement between the Union and any other union as to their respective jurisdictions. It is expressly understood that the jurisdiction of the Union is as set forth above and any work of a janitorial, custodial, or maintenance nature that is assigned by the Employer to employees under the jurisdiction of this Union shall be performed by such employees.

ARTICLE II - EMPLOYMENT OF UNION MEMBERS

A. In filling vacancies for new positions, consideration will be given to members of the Union in good standing, with the understanding that the determination of whether or not a particular applicant shall be hired shall be based on reasonable standards of selection established by the Employer, and shall not in any way be affected by race, color, creed, national origin or age. All employees hired, whether sent from the Union or not, will be informed of, and bound by, the provisions of sub-sections B & C, and said sub-section C shall apply in similar fashion to employees already in the employ of the Employer who become delinquent in the payment of their union dues.

B. The employee shall file an application to become a member of the Union within thirty (30) days from the date of his employment. The Union shall not initiate said employee within thirty (30) days from date of his employment.

C. The Employer shall, within seven (7) days after written notice from the Union, discontinue the employment of said person, if said person has not filed said application and has not become a member of said Union as set forth above.

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

E. The Union shall accept as members all employees of the Employer within the jurisdiction of the Union as specified herein.

ARTICLE III - SUSPENDED OR EXPELLED MEMBERS OF THE UNION

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

ARTICLE IV - DISCHARGE OF AND DISCRIMINATION AGAINST EMPLOYEES

A. The Employer shall have the right to discharge any employee for good cause, such as dishonesty, insubordination, incompetency, intoxication, unbecoming conduct or failure to perform work as required.

B. The Employer shall not discharge or discriminate against any employee for upholding Union principles. Upon the discharge of any employee, the Employer

shall within forty-eight (48) hours thereafter notify the Union of such discharge; the Union to supply the Employer with forms for such notifications. Notice to the steward shall constitute proper notice under this section.

C. In discharging an employee, other than for cause, the Employer agrees to abide by the seniority rule, which means the length of time of employment, and that the last employee hired by the Employer shall be discharged first in case of layoffs.

ARTICLE V - WORKING HOURS AND OVERTIME

A. The work week shall be Monday through Sunday. For full-time employees, eight (8) hours shall constitute a day's work and forty (40) hours, consisting of five (5) eight (8) hour days out of seven (7) shall constitute a regular week's work. All time worked in excess of eight (8) hours in any one single day or in excess of forty (40) hours in a week shall be paid for at time and one-half ($1\frac{1}{2}$) the current regular straight time hourly rate. In no event shall any male employee work in excess of ten (10) hours in any one single day, unless by consent of the Union.

B. The regular day's work for employees shall be worked within nine (9) consecutive hours, and one (1) hour off for lunch shall be allowed at approximately the middle of the working day.

C. As used herein the word "store or stores" shall include but not be limited to establishments selling food and food products to consumers for consumption off the premises, including grocery stores, delicatessens, fruit and produce stands, dairy stores, bakeries, liquor and cigar and candy stores within the jurisdiction of Local 399 as specified herein.

D. The Employer shall post a work schedule for all employees not later than Wednesday preceding the first day of the following work week. Any alteration in such work schedule must be made not later than Friday of such preceding week. Where stores are regularly operated on Sunday, employees who so request shall have one Sunday off per month. A minimum of twelve (12) hours must elapse between work shifts unless rotation of shifts is involved.

E. Where a five (5) day, full-time employee is scheduled to work more than seven (7) consecutive days in any combination of work weeks, said employee shall receive time and one-half (or such higher premium as may apply) for all time worked after the seventh consecutive day, until such time as his consecutive days of work have been interrupted by a prescheduled day off. The above shall not apply to employees scheduled for more than forty hours per week, provided that overtime and/or premium rates are paid where applicable. For the purpose of this paragraph, a prescheduled day off, worked or not worked, shall interrupt the continuity of consecutive days worked.

F. All work performed on the seventh consecutive day of work in any work week shall be paid for at the rate of double the straight time hourly rate.

G. Any employee who is directed and required by his employer to remain on the premises of the market in which he is employed shall be paid for all such time that he spends on such premises. Any hours in excess of eight hours daily shall be compensated at the rate of the regular straight time hourly rate unless such employee is required to perform work in excess of eight hours daily, and in that event such employee shall be paid time and one-half for all hours worked over eight. Any such employee directed to remain on the premises of the market shall be paid regular straight time pay plus Sunday or night premium applicable subject to Article VIII, Section Q below.

ARTICLE VI - VACATIONS

A. When a regular employee has been in the employ of the Employer for twelve (12) consecutive months, such employee shall be entitled to receive on his anniversary date of employment one (1) week's vacation with pay.

B. When a regular employee has been in the employ of the Employer for two (2) or more consecutive years, such employee shall be entitled to receive on his anniversary date of employment not less than two (2) weeks' vacation with pay each year.

C. A regular employee who has been in the employ of the employer for five (5) or more consecutive years shall be entitled to receive on his anniversary date of employment three weeks' vacation with pay each year.

D. Vacation pay shall be based on a forty (40) hour week at the regular hourly rate of pay for the classification involved.

E. When a part time or extra employee has been regularly employed and has accumulated the equivalent of twelve (12) consecutive months (2080 hours) and/or two (2) consecutive years (4160 hours) and/or five (5) consecutive years (10,400 hours) with the Employer, said employee shall be entitled to the vacation periods designated in paragraphs A, B and C above.

F. Should an employee be discharged or laid off, or quit, after one (1) year's employment with the Employer, said employee shall be paid the proportion of one (1) week's vacation which has accumulated. Should an employee be discharged or laid off, or quit, after two (2) years' employment with the Employer, said employee shall be paid the proportion of two (2) weeks' vacation which has accumulated. Should an employee be discharged or laid off or quit after five (5) years' employment with the Employer, said employee shall be paid the proportion of three (3) weeks' vacation which has accumulated.

G. All time lost from employment because of reasonable absence from work through sickness or other emergency or temporary layoff, shall be considered as time worked for the purpose of determining the length of employment; provided, however, that any employee proven dishonest shall forfeit all rights to vacation with pay.

H. Forty-five (45) weeks during twelve (12) consecutive months shall constitute a year's employment and likewise, forty-five (45) weeks during any twelve (12) consecutive months, the period of unemployment being due to temporary layoff, shall entitle an employee to vacation with pay as aforesaid.

I. Vacation periods shall be fixed by the Employer to suit the requirements of his business, but as far as possible and practicable, vacations will be given during the summer months.

J. In the event the Employer sells his business, such Employer shall pay his employees the pro-rata of their earned vacation pay up to the period of time of transfer of ownership of the business.

K. When a holiday falls during the vacation period of an employee, said employee shall be granted an additional day's vacation with pay.

ARTICLE VII - SICK LEAVE

A. Eligibility. All employees covered by this Agreement who have been continuously employed by their Employer for a period of at least one (1) year shall be entitled to six (6) days sick leave with pay per year.

B. Accrual. Sick leave shall be cumulative and beginning with the employee's first anniversary date of employment following the 1957 anniversary date of the Agreement, unused sick leave from the previous year of employment shall accrue from year to year, not to exceed a maximum of thirty (30) full days or its equivalent.

C. Payment. A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave shall be paid as follows:

(a) First and second day, no pay.

(b) Third day through fifth working day, regular full day's pay at straight time rate.

(c) Sixth working day until accumulated sick leave benefit allowance is exhausted, half pay.

D. 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.

E. The waiting period herein provided, before pay commences, shall apply for each illness, in case the sick benefit allowance has not been used up in previous illnesses.

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

G. Not convertible. Sick leave benefits are not convertible to cash.

ARTICLE VIII - SCHEDULE OF WAGES AND WORKING CONDITIONS

A. The following rates shall be in effect from June 1, 1959 through May 31, 1960:

	<i>C⁴⁰/₃</i> HOURLY RATE 1st 40 HOURS	WEEKLY RATE 1st 40 HOURS	HOURLY RATE OVER 40 HOURS	<i>D⁶⁹/₂</i>
<i>D³¹/₇</i> Janitor, Janitress, Porter, Janitor-Custodian and Maintenance Man	\$ 2.025	\$ 81.00	\$ 3.0375	
Janitor Foreman	<i>C⁵²/₁</i> 2.275	91.00	3.4125	<i>D⁷¹/₂</i>

B. The following rates shall be in effect from June 1, 1960 through May 31, 1961:

Janitor, Janitress, Porter, Janitor-Custodian and Maintenance Man	2.125	85.00	3.1875
Janitor Foreman	2.375	95.00	3.5625

C. The following rates shall be in effect from June 1, 1961 through May 31, 1962:

Janitor, Janitress, Porter, Janitor-Custodian and Maintenance Man	2.24	89.60	3.36
Janitor Foreman	2.49	99.60	3.735

D. The foregoing rates shall be increased in the amount of 6¢ resulting in the following rates from June 1, 1962 through May 31, 1963, plus any increase resulting from paragraph F below:

Janitor, Janitress, Porter, Janitor-Custodian and Maintenance Man	2.30 <i>2.20</i>	92.00 <i>90.00</i>	3.45 <i>3.39</i>	<i>Plus 1¢</i>
Janitor Foreman	2.55 <i>2.51</i>	102.00 <i>100.00</i>	3.825 <i>3.765</i>	<i>c/2</i>

E. The foregoing rates shall be increased in the amount of 7½¢ resulting in the following rates from June 1, 1963 through May 31, 1964, plus any increase resulting from paragraph F below:

Janitor, Janitress, Porter, Janitor-Custodian and Maintenance Man	2.375 <i>2.335</i>	95.00 <i>93.40</i>	3.562 <i>3.5025</i>	<i>Un- crossed</i>
Janitor Foreman	2.625 <i>2.585</i>	105.00 <i>103.40</i>	3.937 <i>3.8775</i>	<i>Un- crossed</i>

F. Beginning June 1, 1961 and on each December 1 and June 1 thereafter, for the duration of this agreement, the straight time hourly rate of pay for all employees in effect on the above dates shall be adjusted for changes in the cost of living based on changes in the Consumer Price Index for Los Angeles (all items) available on such dates as compared with such index for June, 1959 (127.0). An upward or downward adjustment of one-half cent (1/2¢) for each five-tenths (.5) point change in the Consumer Price Index shall be made. However, in no event shall there be a reduction in the basic straight-time hourly rate in effect on June 1 of each year.

G. The rate schedules above do not include Sunday premium, night shift differential or holiday premium pay.

H. No janitor shall be considered a Janitor Foreman unless he is charged with the supervision of other janitors in the market in which he is employed.

I. A bonus of seventy-five cents (75¢) per hour shall be paid for all hours worked on Sunday, and shall be added to the regular day's or week's earnings, regardless of the number of hours already worked in the work week.

J. A bonus of fifteen cents (15¢) per hour shall be paid for all time worked between the hours of 7:00 P.M. and 7:00 A.M. and shall be added to the regular day's or week's earnings.

D⁶²/₁₂
D⁶³/₃
D⁶⁵/₂
D⁶⁴/₂

K. The Employer shall have the sole right to fix and determine the closing hours of his market.

L. The Employer agrees to permit the Union representative, upon request of the Union, to check the list of employees of any preceding month and to check the respective wage scale of each employee. D60
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M. It is further agreed that no employee shall suffer any reduction in weekly wages or general working conditions by reason of the signing of this agreement. No employees receiving wages in excess of the rates herein shall be replaced by another employee at a lesser wage for the purpose of avoiding any of the provisions of this contract. However, nothing in this agreement shall be construed so as to require the guarantee of any specified number of hours of work except as set forth in Article VIII, Paragraph O, below. D32
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N. The overtime rate for employees who receive a wage scale in excess of the rates in this contract, shall be based on said employee's actual rate of pay.

O. All extra and part time employees shall be guaranteed four (4) hours pay for each day such employee is ordered or scheduled to report for work.

P. The part time employee is defined as an employee hired to work less than forty (40) hours per week. When such a part time employee works forty (40) hours per week, such employee shall be designated as a regular employee and paid accordingly.

Q. There shall be no pyramiding or combination of one premium pay with another, or of premium pay with overtime pay, but only the highest applicable rate shall be paid except as provided hereafter. Night premium pay shall be added when applicable to all earnings.

ARTICLE IX - STORE MEETINGS

No store meetings shall be held so as to conflict with the regular meetings of the Union, and upon a three day notice to the Employer of a special meeting, the Employer agrees to hold no store meetings in conflict therewith.

ARTICLE X - CAPS AND UNIFORMS

The Employer shall furnish all gowns and aprons and pay for the laundering and upkeep of same. The Union members shall have the right to wear their union buttons.

ARTICLE XI - CHARITY

The Employer shall not conduct or handle any campaign or drive for charitable purposes among the employees except where the cooperation and contributions of the employees are voluntary.

ARTICLE XII - VISITS TO STORES

It is the general policy of the Union for its representatives not to visit the stores during the busy afternoon hours, Saturdays, or days preceding holidays. However, upon the receipt of reported violations, the union representatives shall have the privilege of visiting such stores for the purpose of investigating such violations; and further, the Union representatives and the employees shall not engage in Union activities during working hours. The Employer agrees that the Union representative may appoint a steward who shall take charge of collecting dues.

ARTICLE XIII - HOLIDAYS

A. The Employer agrees that the following days shall be considered holidays and granted without reduction in pay: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a Sunday, the following Monday shall be observed.

B. Work may be performed on any of the hereinabove mentioned holidays. However work as such shall be compensated for at double time in addition to the employee's regular day's or week's pay. Upon request of an employee to be off on Labor Day, Thanksgiving Day or Christmas Day, such request shall be given the Employer one week prior to the holiday in question, and the Employer shall make reasonable effort to grant the employee's request by replacement of the employee with suitable temporary relief help.

C. The work week during which a holiday is given by the Employer shall be considered a four (4) day work week, consisting of thirty-two (32) hours. All time worked over thirty-two (32) hours, not including the holiday, during said holiday week, shall be considered as overtime period and be paid for at the overtime rates.

D. All regular part time employees shall be entitled to holiday pay in accordance with this Article when said holiday falls on their scheduled work day, based on the number of hours regularly worked by such employees on that day on which the holiday falls.

E. Work schedules shall not be changed for the purpose of avoiding holiday payments.

F. In order that an employee be entitled to holiday pay when not worked, said employee must have worked the scheduled work day immediately prior to, and immediately following said holiday.

ARTICLE XIV - BOND

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

ARTICLE XV - ADJUSTMENT AND ARBITRATION

A. Should a controversy, dispute, or disagreement arise during the period of this agreement concerning the interpretation of the provisions of this agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the Agreement, there shall be no cessation or stoppage of work or lockout, because of such controversy, dispute, or disagreement, but the difference shall be adjusted in the following manner:

B. Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall, within three (3) days, attempt to reach a settlement of the controversy.

C. The Union hereby recognizes the Food Employers' Council, Inc., as the authorized representative of its members in matters pertaining to the negotiation and administration of this Agreement. In the event of a dispute, it shall be the duty of the Employer to notify the Food Employers' Council, Inc. of the existing dispute if said Employer desires said Food Employers' Council to represent it in the dispute. In the event that the Food Employers' Council, Inc. does not represent the Employer in such matter or otherwise participate in the settlement thereof, the act of settlement and the interpretation or application of the agreement involved in the settlement shall not be used for any purpose whatsoever.

D. If the matter is not amicably settled under C above within five (5) days of submission, a written report shall be made by the complaining party setting forth in detail the nature of the specific issue. If settlement is not reached within five (5) days, the matter shall be submitted to a Board of Adjustment appointed as follows:

- (1) Two (2) members shall be appointed by the Employer involved and two (2) members shall be appointed by the Union. In the event a majority of the appointees do not agree upon settlement of the dispute within five (5) days after their appointment, they shall within three (3) days thereafter mutually select a neutral chairman who shall be disinterested and not a member of the Union nor engaged in the same line of business as the Employer, and these five (5) shall constitute a Board of Arbitration and shall render a decision within five (5) days that shall be final, binding, and conclusive upon all parties concerned.
- (2) In the event the Board of Adjustment is unable to agree on a mutual chairman within the time limits herein prescribed, a request shall be made of the Federal Mediation and Conciliation Service for a list of fifteen (15) arbitrators and the parties shall select therefrom one arbitrator as follows: Each of the parties shall strike one name from the list until a last name remains, each of the parties drawing lots to determine who shall be entitled to the first strike.
- (3) The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local or of the International or which may in any way affect or change the Union Security Clause, nor

shall the arbitrator have the authority to effect a change in, modify or amend any of the provisions of this Agreement or to make decisions on provisions covering wages or working conditions to be incorporated either in a new agreement or any subsequent annual agreement, except as hereinafter provided.

E. The provisions of no strike no lockout shall not be binding on either party if the other fails to abide by the decision of the Board of Adjustment or of the arbitrator. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

F. It shall be the responsibility of the employee to report any claimed discrepancy to the Union promptly upon discovery, and it shall then become the responsibility of the Union to notify the employer promptly of such claimed discrepancy. In any event, all complaints must be filed in writing within thirty (30) days after the matter in dispute or disagreement is first reported to the Union. Complaints not filed within the time limits herein specified shall be deemed null and void.

G. Wage claims, or claims involving or arising from contributions to health and welfare and/or pension plans, which do not involve an interpretation of any of the provisions of this agreement may be submitted by either party for settlement to the grievance and arbitration process set forth herein or to any other tribunal or agency which is authorized and empowered to effect such a settlement.

ARTICLE XVI - NEW LOCATIONS

A. In the event of a bona fide sale or transfer of any store covered by the agreement during the period of the agreement, the new owner or transferee shall be notified of the existence of the agreement by the former owner and shall be required to become a party hereto. The former owner shall be required to meet any and all monetary benefits that employees may have accumulated under the agreement.

B. It is further agreed that where an Employer opens or purchases a new location under the jurisdiction of the Union, said Employer shall have the right to discharge any employee for good cause until a satisfactory crew is obtained; provided, however, that this right shall cease thirty (30) days after the opening or purchase of the new location, after which time Article IV of this Agreement shall be exclusively applicable. It is further provided that where an Employer shall, in opening said new location, recruit part of the crew from a place of business already under agreement, the aforesaid sentence shall not apply to those employees who have been thus recruited from one or any of his own establishments, and that as to said employees, all rights as to seniority and as to other provisions in this agreement shall be granted.

C. In the event of a transfer, sale or merger, an employee who is retained in the employ of the new owner for a period of thirty (30) days shall retain all seniority acquired in the employ of the old owner insofar as vacation and sick leave benefits are concerned.

ARTICLE XVII - EQUALITY OF PROVISIONS

In the event that the signatory Union, Local No. 399, enters into any contract, or contracts, or enters into renewals or modifications of a contract, or contracts, with any other retail food store employer, or employers, more favorable to such other employer or employers than the terms and conditions herein set forth, the Employer herein shall be entitled to and shall have the full benefits of any and all of such more favorable terms and conditions.

ARTICLE XVIII - HEALTH AND WELFARE

A. The present health and welfare rate shall remain in effect for the month of June, 1959. For hours worked in the month of July, 1959, and every month thereafter for the life of this Agreement, the Employer shall contribute to the Building Service Health and Welfare Trust Fund, 240 Golden Gate Avenue, San Francisco, California, Thirteen Dollars (\$13.00) per month for each employee who has worked eighty (80) hours or more in each such month. Such payment for hours worked in July, 1959 shall be made on or before August 20, 1959, and in like manner, payment shall be made each month during the life of this agreement for hours worked during the preceding month.

B. In the event of an alleged discrepancy in contributions to the Trust Fund, the Employer shall furnish to the trustees, upon written request, any payroll data pertaining to the alleged discrepancy. 6/1/61

C. Failure to make contributions in the manner described herein on behalf of an employee shall hold the Employer liable and responsible for any and all benefits that such employee would have received had he been otherwise eligible for such benefits and had such contributions been made.

D. Employer hereby accepts the terms of that certain Agreement and Declaration of Trust (as amended) entered into on May 1, 1951, at San Francisco, California, creating the Building Service Health and Welfare Trust Fund and further hereby becomes a party to said Agreement and Declaration of Trust. Employer agrees to be bound by all of the provisions of said agreement and Declaration of Trust and hereby acknowledges prior receipt of a copy thereof.

E. If the trustees of said fund determine that additional contributions are necessary in order to maintain the present Health and Welfare program, the union shall have the right to reopen this section of the collective bargaining agreement by a written notice given thirty (30) days prior to any yearly anniversary date, such reopening to be for the sole purpose of discussing the proper level of contribution for the present schedule of benefits. In the event the parties are unable to reach an agreement on the proper level of contribution, the matter may be automatically referred by either party to the arbitration procedure specified in Article XV.

ARTICLE XIX - PENSION PLAN

A. The Employer shall contribute to the Building Service Employees' Pension Fund the sum of five cents per hour for each hour worked by employees covered by this agreement for the purpose of securing pension benefits available under such fund for the employees covered by this agreement. Contributions to the Pension Fund shall be made on a monthly basis, said contributions to be paid by the tenth of each month for hours worked during the preceding month, for the life of this agreement.

B. In the event of an alleged discrepancy in contributions to such Pension Fund, the Employer shall furnish to the trustees, upon written request, any payroll data pertaining to the alleged discrepancy.

C. If the Employer fails to make any contribution required hereafter, any affected employee or the Union to which he belongs acting on his behalf may, without proceeding through the grievance procedure of this contract, file a suit or action in any court of competent jurisdiction to enforce such contributions, and as part of the judgment in such suit or action, the Court shall award a reasonable amount as and for necessary attorney fees and court costs.

D. The Employer hereby accepts the terms of that certain trust indenture (as amended) made and executed in San Francisco, California, October 30, 1953, creating the Building Service Employees Pension Trust Fund and accepts the terms of the Building Service Employees Pension Plan (as amended) and further hereby becomes a party to said trust indenture and said pension plan and hereby acknowledges prior receipt of said Trust Indenture and said Pension Plan.

ARTICLE XX - SEPARABILITY CLAUSE

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement, in its application between the Union and the undersigned Employer, to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this agreement, but such remaining provisions shall continue in full force and effect, provided further that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of re-negotiation and agreement on the provision or provisions so invalidated.

ARTICLE XXI - ADDITIONS

This contract is complete and no additions, alterations, modifications shall occur during its life unless voluntarily and mutually agreed to by the parties except as provided herein.

ARTICLE XXII - RENEWAL AND REOPENING

A. This Agreement shall be in effect from June 1, 1959, to and including May 31, 1964, and from year to year thereafter, subject to amendment, alteration, or termination by either party upon sixty (60) days written notice given prior to the termination date of May 31, 1964.

B. All the provisions of this Agreement shall become effective on and shall be retroactive to June 1, 1959, except as otherwise provided.

Signed this _____ day of _____, 19____.

FOR THE EMPLOYER:

By _____

FOR THE UNION:

SERVICE & MAINTENANCE EMPLOYEES' UNION,
LOCAL NO. 399, AFL-CIO

By _____
Luther Daniels, Vice-President

By _____
Field Representative

Union Office: 631 W. 9th Street
Los Angeles 15, Calif.
Phone: MADison 0-1320

The undersigned Trustees of the Building Service Health and Welfare Trust Fund hereby approve the Employer party to the foregoing collective bargaining agreement becoming a party to the Agreement and Declaration of Trust referred to in said agreement and pursuant to this approval said employer has become a party to said agreement and declaration of trust.

Dated:

Trustee, Building Service Employees
Health and Welfare Trust Fund

Trustee, Building Service Employees
Health and Welfare Trust Fund

Pursuant to Section 3.01 of Article III of the Trust Indenture referred to in the foregoing collective bargaining agreement, the undersigned Pension Plan Trustees hereby approve the employer party to the foregoing collective bargaining agreement becoming a party to the trust indenture referred to in said agreement and, pursuant to this approval, said employer has become a party to said trust indenture.

Dated:

Trustee, Building Service Employees
Pension Trust Fund

Trustee, Building Service Employees
Pension Trust Fund

MAY 20 1963

AMENDMENT TO RETAIL FOOD INDUSTRY AGREEMENT

BETWEEN _____ AND

SERVICE AND MAINTENANCE EMPLOYEES UNION, LOCAL 399

June 1, 1959 - May 31, 1964

Effective June 1, 1961, the following changes shall be made in the collective bargaining agreement:

ARTICLE VIII, Sections D and E

These Sections shall be changed to read as follows:

D. The following rates shall be in effect from June 1, 1962 through May 31, 1963: ✓

	<u>Hourly</u>	<u>Weekly</u>	<u>Overtime</u>
Janitor, Janitress, Porter, Janitor-Custodian and Maintenance Man	\$ 2.26	\$ 90.40	\$ 3.39
Janitor Foreman	2.51	100.40	3.765

E. The following rates shall be in effect from June 1, 1963 through May 31, 1964: ✓

Janitor, Janitress, Porter, Janitor-Custodian and Maintenance Man	2.335	93.40	3.5025
Janitor Foreman	2.585	103.40	3.8775

ARTICLE XVIII, Section A

This Section shall be changed to read as follows:

A. The present Health and Welfare rate shall remain in effect for the month of June, 1959. For hours worked in the month of July, 1959, and every month thereafter through May, 1962, the employer shall contribute to the Building Service Health and Welfare Trust Fund, 240 Golden Gate Avenue, San Francisco, California, thirteen dollars (\$13.00) per month for each employee who has worked eighty (80) hours or more in each such month. For hours worked in the month of June, 1962, and every month thereafter for the life of this Agreement, the employer contribution shall be increased to fifteen dollars (\$15.00) per month for each employee who has worked eighty (80) hours or more in each month. Such payment for hours worked in July, 1959, shall be made on or before August 20, 1959, and in like manner, payment shall be made each month during the life of this Agreement for hours worked during the preceding month.

ARTICLE XVIII, Section B

This Section shall be cancelled retroactively to June 1, 1961. ✓
The Trustees of the Building Service Employees Health and Welfare Trust Fund are hereby instructed to reimburse immediately to the employers all monies contributed under the Section cancelled by this Amendment.

Signed this _____ day of _____, 1961.

FOR THE EMPLOYER _____

SERVICE AND MAINTENANCE
EMPLOYEES' UNION, LOCAL 399

BY _____

Luther M. Daniels
Luther M. Daniels
Executive Vice President