8 DEC 1975

MASTER FOOD & LIQUOR *Agreement*

Counties of Butte, Glenn, Plumas, Colusa, Sierra, Yuba, Sutter, Lassen and Nevada

JUNE 1, 1974 — FEBRUARY 26, 1977

between

RETAIL CLERKS UNION, LOCAL 17

1108 SHERIDAN AVENUE • CHICO, CALIFORNIA 95926
PHONE 343-1992

and

Food and Liquor Employers

I-X-2/26/77

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1974-1977 MASTER FOOD & LIQUOR AGREEMENT
RETAIL CLERKS UNION, LOCAL No. 17

THIS AGREEMENT, entered into this_____day of_____, 19____, by and between

_____

a (here insert whether a corporation, partnership or individual) _____ First Party, hereinafter called the Employer, and Retail Clerks Union, Local 17, chartered by the Retail Clerks International Association, AFL-CIO, referred to hereinafter as the "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 covering Butte, Glenn, Plumas, Colusa, Sierra, Yuba, Sutter, Lassen and Nevada Counties, except meat department employees and supervisors within the meaning of the National Labor Relations Act, as amended.

(b) CLERK'S WORK: The work covered by this Agreement shall be performed only by members of the appropriate unit as defined in Section 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 reference to "non-food merchandise" in the 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.

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, where only non-food merchandise is displayed.

3. NON-FOOD CLERK:

All work and services connected with or incidental to the handling or selling of non-food merchandise offered for sale to the public shall be performed by non-food clerks within the bargaining unit. 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 non-food merchandise offered for sale to the public in a non-food department. A non-food clerk shall wear a distinctive uniform at all times.

When operationally practical, a non-food department shall employ at least one full-time forty (40) hour per week employee.

4. **NON-FOOD RATE OF PAY:**

The following minimum scale of wages shall apply to non-food clerks:

Effective June 1, 1974

	40-Hr. Week	Per Hr.	Sunday Hourly
Step I—1st 520 hours worked	$130.00	$3.25	$5.416
Step II—2nd 520 hours worked	140.00	3.50	5.833
Step III—Journeyman Non-Food Clerks (Exp.)	160.00	4.00	6.666

EFFECTIVE the first Sunday in June 1975 contract wage rates to be calculated.

EFFECTIVE the first Sunday in June 1976 contract wage rates to be calculated.

The minimum wage scales hereinabove set forth shall be adjusted on each of the effective dates in 1975 and 1976 by adding thereto an increase in the amount of 25¢ per hour in each classification.

In the event merchandise is introduced in said non-food department for which employees handling and selling such merchandise traditionally receive compensation higher than the rates hereinabove provided, the parties shall determine the proper rate therefor, including incentives, if any.

5. **NON-FOOD HEAD CLERK:** It is agreed that a Non-Food Head Clerk is an employee who is engaged the major part of the time in the receiving department of the employer's non-food establishment, and is in charge of and responsible for the receiving of non-food merchandise, or an employee who has the authority and responsibility of buying or selecting non-food merchandise for a department, section or area, or directs other employees in the performance of their duties in such department, section or area. The non-food Head Clerk shall be compensated at the Head Clerk rate provided for in Section VIII of this agreement. If there is a dispute involving the application of this section, the dispute shall be referred to the standing committee.

6. If the Employer decides to institute a non-food department, or engages in new merchandising methods within the non-food department, he shall notify the Union. A standing committee, to be appointed, representing the parties shall be established and convened prior to the institution of the proposed department or change in merchandising methods to determine the conformity thereof in all respects with the provisions of this section.

7. It is recognized that utilization of the services offered by rack-jobbing concerns will be required for a period of time not to exceed 120 days after the establishment of the non-foods department. After the department becomes established, it is intended that utilization of employees of outside suppliers be limited to those specified services presently prevailing in the non-foods, discount industry subject to the provisions of paragraph 6 above. The work performed by rack-jobbers after the aforesaid 120 day period, shall be limited to those functions agreed upon in the non-foods discount industry except for the standing committee's right to modify such a list.

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.

8. Any disputes not resolved by the standing committee shall be determined in accordance with the provisions of Section XIX of this Agreement.

9. **HOURS:** Part-time employees shall be scheduled for eight (8), five (5), or four (4) hours per day. In the event a part-time employee performs work outside this schedule, except in the case of a bona fide emergency, such work outside the schedule shall be compensated at the rate of time and one-half.

10. **WORK IN A HIGHER CLASSIFICATION:**

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 clerks 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.

11. **CONTRACT COVERAGE:**

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.

12. **CONTRACT ENFORCEMENT:**

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 occured.

(d) **SUBCONTRACTING AND SUB-LEASING:** It is recognized that the Employer and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. Therefore, except for work which is exclusively inventory or janitorial (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 sub-lease, sub-contract, 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 the 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 overall supervisory store manager or to his work in each retail food store in which an owner is not actively engaged on the premises. It is recognized that the primary function of an 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. Except as set forth in Section XI, Vacations, during the life of this Agreement employee benefits provided for herein shall not be affected by the sale or transfer of the business for those employees who are retained by a new employer for a period of more than thirty (30) days. For employees who choose to be employed by such new owner, such thirty (30) day period shall be considered a probationary period during which time employees may be terminated without recourse to the grievance procedure, unless such termination is in violation of Section III (d) and Section IV (a) of this Agreement.

(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.

(j) **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:** When the employer has knowingly permitted non-bargaining unit persons to perform work in violation of the Agreement, he shall be liable in damages payable to a recognized charity mutually agreed to by the parties in the amounts below for each proven violation. On a store-by-store basis:

1. At the time of the first knowing violation, an amount equal to one (1) day's wages at the regular clerk's rate plus equivalent health and welfare and pension contributions.
2. At the time of a second knowing violation, an amount equal to two (2) day's wages at the regular clerk's rate plus equivalent health and welfare and pension contributions.
3. An additional day's wages plus the equivalent health and welfare and pension contributions shall be added cumulatively for each subsequent knowing violation.

Section II UNION STORE CARD

In consideration of the performance of the covenants herein contained, the Union agrees to lend Union Store Cards and/or Decals to Employers entitled hereto under the rules governing Union Store Cards set forth in the Constitution of the Retail Clerks International Association. Employers who are entitled to store cards and/or Decals agree to accept and display them in a public space in their stores. It is understood that such Union Store Cards and/or Decals are issued by and remain the property of the Retail Clerks International Association, and the Employer agrees to surrender said Union Store Card and/or Decals at Union request upon his failure to observe the terms of this Agreement or the conditions under which said Store Cards and/or Decals are issued.

Section III 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 list 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, by-laws, 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 circumstance be a basis for rejection or termination of an otherwise qualified employee or applicant for employment.

   SEMANTICS: When used, the term "he" and "Journeyman" refer to human beings of either sex and are used only for grammatical simplicity.

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, or when employees are transferred to jobs covered by this Agreement from outside the jurisdiction of this 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 qualifications 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 by 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.

Section IV 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 III (d) or IV (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, suspended, or demoted 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, layoff 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:** The Employer agrees to adhere to the provisions of the California Labor Code concerning payment of moneys due employees who are terminated.

(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.

(g) **TRANSFERS:** Transfer of employees to other cities outside of the Counties in which they are employed, shall not be compulsory, nor shall any employee be penalized for failure to accept such transfer.

Requests for transfers, within the Union's territorial jurisdiction, so an employee may work nearer his home will be given proper consideration, and will not be refused arbitrarily. Similarly, an employee will not be arbitrarily or capriciously transferred.

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

Section V 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 and Apprentice Clerks
5. Courtesy Clerks—subject to the restrictions of Section IX (F) (4) hereof, and subject to the further condition that when a courtesy clerk is promoted to a higher classification, he shall have a new seniority date, for seniority reasons only, which shall be the date that he began working in the higher classification. During the first 520 hours in the apprentice classification, promoted courtesy clerks retain their courtesy clerk seniority for purposes of layoff or demotion. Said seniority rights apply only to the store where the employee worked as a courtesy clerk.

(c) LAYOFFS, RECALL AND PROMOTIONS:

1. With respect to layoffs, recall and promotions, seniority shall be based upon the length of service with the Employer in each of the areas covered by this Agreement as referred to below in 2; 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.

   The individual geographical areas referred to are as follows:

   (A) Chico, Oroville, Paradise.

   (B) Gridley, Marysville, Yuba City.

   (C) Outlying areas — by town.

2. **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.

   The Employer agrees to provide the Union with a list of employees, bimonthly, who have been promoted to positions above journeyman clerk.

3. **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.

4. **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.

5. It is further understood that the employee will not be able to claim wages under the provisions of subsection (3) 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.

   If the employee or the Union gives written notice to the employer within seven (7) days of his notice of layoff, the above provisions do not apply.

(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 under completion of a leave of absence as defined in Section XII;

6. Fails to report for work when recalled as provided in Section V (c) (4) 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 semi-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) **SHIFT SELECTION:**

The word "shifts" is interpreted to mean the weekly work schedule including work on premium days, early and late work schedules.

1. It is recognized that management has the right to establish such weekly work schedules to meet the requirements of the business; provided, however, such right shall not be utilized in an arbitrary or capricious manner to deprive an employee of his ability to exercise his seniority right to select such work schedule.

2. Employees may select such schedules according to seniority by classification, applied on a store basis, provided they possess the necessary qualifications for the schedules selected. Qualifications shall include such factors as experience, job performance, aptitude, attendance, etc.

3. The guidelines provided above shall not entitle part-time employees to select a full-time weekly work schedule or a schedule with a greater number of weekly hours.

4. The Employer shall not recognize the shift selection request of any employee if the granting of the request would place the Employer in a position of violating the contract or having to pay a penalty for improper scheduling of shift intervals, or consecutive work days.

(j) **PART-TIME EMPLOYEES:**

1. **Request for full-time work.**

Part-time employees, other than courtesy clerks, may bid for full-time, forty (40) hour job openings, or part time job openings, with more hours which are expected to exist for more than sixty days, within the geographic seniority area of their Local Union, based upon said part-time employee's seniority; provided that he makes his desire for such work known, in writing, concurrently to the Union and to the store manager. Written requests may be made every four months. Employees submitting their written request outside the specified period shall be placed at the bottom of the list until the next request period. The time periods for requests shall be the first two working weeks in January, May and September. Lists are effective the first shift of the month following the request period.

The store manager shall immediately upon receipt of said request forward same to the offices designated by the Employer. The Employer shall thereupon place the name of the employee on a list maintained by the Company for such purpose. The names of the employees shall be placed upon the list according to seniority. A copy of said list shall be forwarded at the end of each request period to the Union.

Provided the part-time employee possesses the necessary qualifications and has complied with the requirement above, he shall be offered any job opening expected to exist for more than sixty (60) days, which might occur within the geographic seniority area of the Local Union, before any new employee is hired.

2. **Request for additional hours.**

In the application of seniority, it is understood part-time employees may not bid for the shift of other employees. Part-timers may request additional available hours on a store-by-store basis provided they have the previously mentioned qualifications, are available for the hours, and have notified their store manager, in writing, of their desire for more hours.

3. **Removal from list.**

Employees refusing an offer of full-time work, requesting part-time work after having been selected for full-time work, indicating their unavailability for continued full-time work or refusing a job opening with more hours shall not be entitled to exercise rights set forth above until the next request period.

4. **Reduction in hours and layoff.**

Reduction in part-time employees' hours, due to lack of work, shall be accomplished by seniority and by classification on a store-by-store basis.

When layoffs occur due to lack of work, the last employee hired in the classification shall be the first to be laid off.

It is recognized that employees must possess the necessary qualifications to perform the work when asserting their seniority either into or out of the Employer's produce department.

5. Wage Claims.

It is understood that employees will not be able to claim wages under this interpretation, except for hours lost commencing with the weekly schedule immediately following the Union's written notification to the Employer of the claim and thereafter until resolved. If the employee or the Union gives written notice to the Employer within seven (7) days of his layoff, the above provisions do not apply.

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 (½) hour lunch period may be arranged by agreement of the Employer, the Union and the employee involved. No employee shall be required or permitted to work a split shift.

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 (1½) 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) day worked in a week containing one of the holidays named in this Agreement, not counting a holiday worked.

Emergency Premium Rate: In emergency cases when employees are required to work on the seventh (7th) day worked in a regular calendar week, or on the sixth (6th) day in a holiday week, exclusive of the holiday, they shall be paid at the rate of double their regular straight time rate of pay. It is agreed, however, that work on such days may be performed only in cases of extreme emergency and only when permission is granted through the office of the Union.

(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 (1⅔) the employee's straight-time rate of pay.

Effective	6/1/74
Managing Clerks	$10.923
Senior Head Clerks & Senior Prod. Clerks	10.022
Head Clerks	9.831
Journeyman Clerks	9.283
Apprentice Clerks: (Hired prior to 6-1-74)	
4th 3 mos. experience	8.355
3rd 3 mos. experience	7.426
2nd 3 mos. experience	6.498
1st 3 mos. experience	5.57
Courtesy Clerks	5.30

(d) **OVERTIME RATE FOR MORE THAN FIVE (5) CONSECUTIVE DAYS:** All employees normally working a five (5) day work week shall receive time and one-half (1½) 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 work week shall receive time and one-half (1½) 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: 2½ 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 pay on that day at the rate of two and one-half (2½) times the employee's straight-time rate if the day is Sunday, or at time and one-half (1½) the employee's 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 employee's 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 (2½) 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 bona fide 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.

(l) **HOLIDAY WORK WEEK:** Thirty-two (32) hours, consisting of four (4) eight (8) hour days, exclusive of the holiday, shall constitute a week's work in any week in which the holiday falls. Any employee working thirty-two (32) straight time hours in a holiday week, not including holiday work, shall receive not less than forty (40) hours pay. At least two (2) of the employee's days off shall be successive in stores operating six (6) or more days in a holiday week.

(m) **DAILY GUARANTEE:**

1. All employees who work thirty-two (32) or more hours in a calendar week, when ordered to and do report for work and remain available for work shall receive a full day's pay based on the established rate of pay for that day.
2. All employees who work less than thirty-two (32) hours in a calendar week, when ordered to and do report for work and remain available for work, shall receive at least four (4) hours pay based on the established rate of pay for that day. Where school law conflicts with the four (4) hour daily guarantee on a school day, such employee shall be scheduled for not less than three (3) hours on such days. It is further agreed that students shall not replace non-student employees. All part-time employees shall be covered by all other provisions of this Agreement.

Section VII WORK SCHEDULE

(a) POSTING OF WORK SCHEDULE:

1. The Employer agrees to keep posted in each store a weekly schedule in ink of the working hours for all employees. Such schedule shall show the full name of each employee, the classification, starting time, meal time, quitting time and days off. It is further agreed that any change in this schedule must be made and the employee so notified no later than 12:00 o'clock noon Friday of the week preceding the week in which the change is to become effective (emergency excepted). Such schedule shall be posted on the Bulletin Board or at a place where all employees and representatives of the Union may observe same.
2. Time worked by employees on the last shift during the period the store is open for business, for the purpose of serving customers in the store at the closing hours or performing other miscellaneous duties necessary in connection with the closing of the store, shall be properly scheduled in their straight-time shift.

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

(h) **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.

(i) **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 7:00 p.m. and 7:00 a.m. Courtesy Clerks shall receive fifty (50) cents per hour for work performed after 9:00 p.m.

(j) **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.

(k) **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 6/1/74:

CLASSIFICATION:	Minimum Rates Weekly	Hourly	Time and One-Half	Sunday Hourly
Managing Clerks	$262.16	$6.554	$9.831	$10.923
Senior Head Clerks and Senior Produce Clerks	240.52	6.013	9.02	10.022
Head Clerks	235.96	5.899	8.848	9.831
Journeyman Clerks:				
12 Mos. Exp. (2080 Hrs.)	222.80	5.57	8.355	9.283
Apprentice Clerks: (Employed prior to 6/1/74)				
4th 3 Mos. Exp. (1560 Hrs.)	200.52	5.013	7.5195	8.355
3rd 3 Mos. Exp. (1040 Hrs.)	178.24	4.456	6.684	7.426
2nd 3 Mos. Exp. (520 Hrs.)	155.96	3.899	5.8485	6.498
1st 3 Mos. Exp. (Less than 520 Hrs.)	133.68	3.342	5.013	5.57
Courtesy Clerks: (Employed prior to 6/1/74)	127.20	3.18	4.77	5.30

(The above Apprentice Clerks rates are for those hired prior to 6/1/74)
(The above Apprentice Clerks rates are calculated at 60-70-80 and 90% of the Journeyman Clerks rate of pay.)

PREMIUM EMPLOYEES: Premium wage employees shall receive the same hourly differential which they received over and above the previous contract rate.

CLASSIFICATION:	Minimum Rates Weekly	Hourly	Time and One-Half	Sunday Hourly
Apprentice Clerks employed on and after 6/1/74				
4th 3 Mos. Exp. (1560 Hrs.)	$189.38	$4.7345	$7.102	$7.8905
3rd 3 Mos. Exp. (1040 Hrs.)	167.10	4.1775	6.266	6.962
2nd 3 Mos. Exp. (520 Hrs.)	144.82	3.6205	5.432	6.034
1st 3 Mos. Exp.	122.54	3.0635	4.595	5.106
Courtesy Clerks employed on or after 6/1/74	120.00	3.00	4.50	5.00

(The above Apprentice Clerks rates of pay are calculated at 55-65-75 and 85% of the Journeyman Clerks rate of pay.)

EFFECTIVE the first Sunday in June 1975 and in June 1976, contract wage rates to be calculated.

CONTRACT WAGE INCREASES DUE THE FIRST SUNDAY IN JUNE 1975 AND JUNE 1976.

Unless otherwise provided for herein, all employees, except Apprentice Clerks and Courtesy Clerks, shall receive a wage increase of thirty-three (33) cents per hour effective Sunday, June 1, 1975, and an additional wage increase of thirty-five (35) cents per hour effective the first Sunday in June, 1976. The minimum wage scales hereinabove set forth shall be adjusted on each of said dates by adding thereto the aforesaid hourly increases plus any further increases, if any, resulting from the application of the cost of living provision of this Agreement as of said dates. Apprentice Clerks shall receive 60-70-80 or 90% of the Journeyman rates or 55-65-75 or 85% of the Journeyman rates as of said dates depending upon their original employment dates and their experience. The wage rates for Courtesy Clerks shall be adjusted in the same manner as herein provided for all other employees, except that the hourly increases for Courtesy Clerks on each of said dates shall be fifteen (15) cents per hour.

COST OF LIVING:

(a) A cost of living provision will provide additional increases in wages, if applicable, for all employees, with traditional percentages of the Journeyman Clerks rate applicable to all categories as follows:

1. Using the September 1973 San Francisco Consumer Price Index (1967=100) as a base, adjust hourly rates of pay, effective Sunday, Dec. 1, 1974, by one cent (1¢) for each full .45 point that the March 1974 Index exceeds 3.0 points over the base Index of September 1973 (134.5).

2. Adjust hourly rates of pay, effective Sunday, June 1, 1975, by one cent (1¢) for each full .45 point that the September 1974 Index exceeds the last full .45 point increase in the Dec. 1, 1974 adjustment.

3. Using the September 1974 San Francisco Consumer Price Index (1967=100) as a base, adjust hourly rates of pay, effective Sunday, Dec. 7, 1975, by one cent (1¢) for each full .45 point that the March 1975 Index exceeds 3.0 points over the base Index of September 1974.

4. Adjust hourly rates of pay, effective Sunday, June 6, 1976 by one cent (1¢) for each full .45 point that the September 1975 Index exceeds the last full .45 point increase in the Dec. 7, 1975 adjustment.
5. Using the September 1975 San Francisco Consumer Price Index (1967=100) as a base, adjust hourly rates of pay, effective Sunday, Dec. 5, 1976, by one cent (1¢) for each full .45 point that the March 1976 Index exceeds 3.0 points over the base Index of September 1975.

Section IX CLASSIFICATION OF EMPLOYEES

For the purpose of this Agreement the classification of employees is hereby defined as follows:

A. **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.

B. **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:

1. **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.
2. **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.
   (a) On the Senior Produce Clerk's day or days off, another regular employee shall be paid at the Senior Produce Clerk's rate for all hours worked in the absence of the Senior Produce Clerk, except that if the Senior Produce Clerk has Sunday as a day off, no other employee on duty on Sunday need be paid at the Senior Produce Clerk's rate unless he performs the Senior Produce Clerk duties on said day.
   (b) When the Senior Produce Clerk is absent for any period because of illness, vacation or other reasons, another regular employee shall be paid at the Senior Produce Clerk's rate for all such time worked during the said absence of the Senior Produce Clerk.

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.

   In the interpretation of C(2) above, it is agreed that any clerk who is engaged for four (4) hours or more per day in the Employer's receiving department and is in charge of and responsible for the receiving of merchandise shall be classified and paid as a Head Clerk.
3. Conducts the operation of the store in the temporary absence of the Supervisory Store Manager, Managing Clerk, Senior Head Clerk, or Owner, or is responsible for the opening or closing of a store.
4. Has the authority and responsibility of buying or selecting merchandise for a department, section or area, or directs other employees in the performance of their duties in such department, section or area.
5. It is understood that the Employer may so arrange the employee's duties and work shifts in order that the number of Head Clerks may be minimized, and further that the mere occasional or incidental performance of any of the Head Clerk's duties shall not be construed as a basis for classifying any employee as Head Clerk. It is agreed, however, that in the absence of the Supervisory Store Manager, Managing Clerk, Senior Head Clerk, or the Owner, there shall be at least one (1) Head Clerk on the job at all times.

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

STEP UP RULES: The following rules are applicable at stores where Managing Clerks, Senior Head Clerks, Senior Produce Clerks, and Head Clerks are employed.

A. MANAGING CLERKS, SENIOR HEAD CLERKS, HEAD CLERKS

1. When the Managing Clerk is absent for one shift (8 within 9 hours) or more and the store is open beyond the hours during which the Senior Head Clerk (acting as Managing Clerk) is present, another regular employee on duty during such hours shall be paid at the Senior Head Clerk's rate for his entire shift, except that where there is a regularly employed Head Clerk (40 hours per week) in the store during such hours, he may continue to be paid at his regular Head Clerk's rate.

2. On the Senior Head Clerk's day or days off, another regular employee on duty during said days shall receive the Senior Head Clerk's rate for each such shift worked, except that where there is a regularly employed Head Clerk (40 hours per week) on duty in the store during said days he may continue to be paid at his regular Head Clerk's rate.

3. On any day when the store is open beyond the regular shifts (8 within 9 hours) of both the Managing Clerk and the Senior Head Clerk, another regular employee on duty during such hours shall receive the Senior Head Clerk's rate for his entire shift, except that where there is a regularly employed head clerk (40 hours per week) in the store during such hours he may continue to be paid at his regular head clerk's rate.

4. When the Senior Head Clerk is absent for any period because of illness, vacation or other reasons, another regular employee or a head clerk, as the case may be, shall be paid at the Senior Head Clerk's rate for all such time worked during the said absence of the Senior Head Clerk.

D. **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.

It is agreed the Union shall negotiate with the Employer, an appropriate rate, during the probationary period, for employees who have gained food store experience outside the jurisdiction of the Northern California Retail Clerks Unions. The appropriate apprentice or journeyman rate shall be determined by the parties according to the employee's comparable, previous experience.

E. **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.

1. **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.

2. **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.

3. **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.

F. **COURTESY CLERKS:**

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

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

   b. Clean up the area around the non-selling foyer or vestibule area between the front of the check stands and the entrances.

   c. Collect and line up push carts and return them to the store from the parking lot.

   d. Keep the sidewalk and parking area orderly and free from refuse.

   e. He may stock the bags in the check stand.

   f. 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.

   g. 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 30 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.

   h. He may post and remove display signs. No more than one (1) courtesy clerk will be scheduled at any one time to place display signs on the sales floor area of the store.

2. **DAILY GUARANTEE:** 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.

3. **WEEKLY 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.

4. **NO REDUCTION:** 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 or apprentice clerk, nor shall it cause a reduction in the number of hours of work of such clerks.

5. BADGES: 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.
6. PENALTY FOR VIOLATION: 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.
7. RATIO: Courtesy Clerks may be hired from any source and 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.

G. DEMONSTRATORS: All work connected with or incidental to the demonstration of merchandise offered for sale in the Employer's retail store (except merchandise referred to in Section 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 times 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.

Effective June 1, 1974, and continuing for the term of this Agreement, the hourly rate of pay for demonstrators shall be $4.25.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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 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.

Notwithstanding the above, it is agreed that should the Employer intend to institute electronic check-out systems which result in the removal of price-marking from the stores which would have direct, material impact on employment covered by this Agreement, the Employer shall give to the affected Union or Unions at least sixty (60) day's written advance notice by certified or registered mail setting forth the nature of such intended changes and/or methods of operations.

Upon written request by the Union, negotiations shall commence with respect to the following subjects: rates of pay for new jobs which might be created; transfer to comparable work, within or outside the bargaining unit or the disposition of displaced employees resulting from the institution of such new methods.

In the event the parties do not reach agreement within such period, then all unresolved issues as set forth above shall be submitted to final and binding arbitaration. It is not the intent of the parties that such negotiations or arbitrations will in any way jeopardize the efficiencies and increased productivity to be gained by the installation of such systems. The arbitrator shall be selected in accordance with the provisions of Section XIX.

The parties further agree that the arbitrator's decision shall be final and binding, and that there will be no strikes, work stoppages, lockout, or economic action of any sort or form employed by either party in connection with or arising out of any dispute concerning or related in any way to the operation of this Section.

It is agreed and expected that the parties will exert every effort to accomplish the foregoing within the sixty (60) day allotted period, but failing to do so, shall not prohibit or in any way impede the Employer from installing or effectuating any such new methods, systems, or equipment upon the expiration of the allotted sixty (60) day time period, unless such period is extended by mutual written agreement. The decision of the arbitrator or the parties shall be effective on or retroactive to the date such new methods are installed. The cost of the impartial arbitrator shall be borne equally by the parties.

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. It is understood that the day of observance for Washington's Birthday, Memorial Day and Veteran's Day shall be those dates established by federal statute.

1. **NO WORK:** No employee shall be permitted to work on any of the following holidays: New Year's Day, Labor Day, Thanksgiving Day, Christmas Day.
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, 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 two (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 an additional day off for the birthday in addition to the holiday on which it falls.

It is understood that probationary employees are not entitled to "employee's birthday" holiday unless the employees have completed the probationary period. If the probationary period has been completed by such employees, they are entitled to another day off with pay, in lieu of the "employee's birthday" holiday, at a time mutually agreeable to the employer and the employee.

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 re-

schedule 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 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 employee's earnings for the previous year equal five (5) weeks' vacation pay.

NOTE: Vacation pay shall be computed on the employee's W-2 form earnings for the prior calendar year, except the first year of employment it shall be computed on total earnings during the first anniversary year of employment and, when an employee terminates, it shall be computed on his earnings from the employee's anniversary date of employment to his termination date.

(b) The parties, by the execution of this collective bargaining agreement, agree to accept and be fully bound by the terms of the Northern California Retail Clerks Unions-Employers Vacation Fund and Plan, and any amendments thereto.

(c) EMPLOYER CONTRIBUTIONS: The Employer further agrees to contribute three (3) cents per straight time hour, effective June 1, 1971 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.

The employer shall contribute to the Trust provided for in (b) hereof an amount per hour which is required to maintain in effect for employees the Joint Vacation Fund in effect as of January 1, 1971. Except as herein specifically provided, the amount of contributions shall be determined by the Trustees, and such Trustee action shall be binding on the Employer.

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

(d) **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. Employees who continue in employment with a new Employer acquiring a store shall have their service prior to the time of acquisition credited by the Funded Vacation Plan.

The new Employer shall be obligated to make vacation payments after the acquisition in accordance with the employee's service with the new Employer.

The former Employer shall pay each of his employees earned vacation prorated to the time of the sale or transfer of the business.

However, if the selling or transferring Employer fails to comply, then the Employer who takes over or purchases the store shall assume the pro rata obligations.

(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 Union, 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.

After the completion of one (1) year of employment, if the employee is scheduled to take his time off prior to his anniversary date, then in that event a prorata payment, based upon company service shall be made at that time and the additional amount will be paid at the time of his anniversary date. As long as no weeks during the vacation period are blocked out, the employer has the right to limit the number of employees on vacation at any given time.

(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: Notwithstanding 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 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, except if the Employer furnishes drip dry uniforms, the employee shall maintain such uniforms.

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, except any holiday week when the above period shall be increased to six (6) days. 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 the 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.

(i) **UNION BUSINESS:** Employees shall be allowed time off without pay for the purposes of attending Agreement negotiations, adjustment or arbitration board hearing 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.

The Employer agrees to schedule any employee who is an officer, or a representative of the Union in any capacity, hours of work that will permit him to attend the meetings of the Union provided that it does not exceed one employee per store. The Union agrees that it will give the Employer seven (7) days advance notice of the date and time of the meetings referred to above. This provision shall also apply to new members who are required to attend meetings for the purpose of completing their obligations as members of the Union.

(j) **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.

(k) **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 shall be paid by the Employer through the Union office.

(l) **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.

It is understood that time spent in awaiting impaneling for jury service is to be considered covered time under this provision.

Employees regularly scheduled for night work shall be rescheduled to a day shift for the period of jury duty service.

Employees shall immediately report for work after being excused from jury duty service, provided there is sufficient time remaining on the daily work schedule to work for at least half of the daily shift. Failure to so report shall render null and void any claim for jury service for that day.

The rescheduled work shift, when combined with time spent for jury service or court appearances, is not to exceed a total of eight (8) hours when in reasonable control of the Employer.

Otherwise the overtime rate of time and one-half (1½) shall apply for all time in excess of the combined total of eight (8) hours. The employee shall supply the Employer with verification of time spent and fees paid for jury duty services.

If an employee appears in Court or the Police Department on behalf of the Employer on his days off, he shall receive his basic straight time rate of pay for the time spent in making such appearances; but such time shall not be considered as part of the work week under the terms of this Agreement.

(m) **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 thirty (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. A pregnancy leave shall commence upon certification from the employee's physician that she should discontinue working, because of such pregnancy. 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.

(n) **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 sub-section, a member of the immediate family means the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren.

(o) **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.

(p) **BULLETIN BOARD:** The Employer agrees to provide space for the posting of official Union meeting notices.

Section XIII GROUP INSURANCE - HEALTH & WELFARE, DENTAL AND SICK LEAVE

(a) **EMPLOYER ACCEPTANCE:** The Employer agrees to accept and be fully bound by the terms of that certain Declaration of Trust dated August 26, 1963 providing for the Valley Clerks Health & 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, a dental care program and a sick leave plan 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 straight time 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) **OPERATING RESERVES:** The benefits as provided for in (b) hereof, plus the improvements provided for herein, shall be maintained for the duration of this agreement and the Trustees are authorized and instructed to maintain a cash operating reserve of approximately one month's cost of operations. If this reserve drops below the required amount for three consecutive months, the Trustees shall increase the Employer contribution rate in an amount sufficient to cover current operating costs and to rebuild the reserve to the required level in not less than six months. It is further understood and agreed that the employer is liable for eligibility earned by employees, for all claims incurred by eligible persons and for such extended benefits as provided for by the benefit programs.

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

(e) LIQUIDATED DAMAGES: The parties recognize and acknowledge that the regular and prompt payment of Employer contributions to the Fund is essential to the maintenance of the Health and Welfare 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 damages to the Fund and to the Plan which would result from the failure of an individual Employer to pay such monthly contribution in full within the time provided; therefore, the amount of damage to the Fund and Health and Welfare Plan resulting from any such failure shall be presumed to be the sum of Twenty Dollars ($20.00) per delinquency, or ten per cent (10%) of the amount of the contribution or contributions due, whichever is the greater, not to exceed the sum of One Hundred Dollars ($100.00) per delinquency, which amount shall become due and payable to the Fund as liquidated damages and not as a penalty, upon the day immediately following the date upon which the contributions become delinquent, and shall be in addition to said delinquent contribution or contributions.

(f) **BENEFITS:** The benefits in effect as of May 1, 1974, under the aforesaid Declaration of Trust and as supplemented as hereinafter provided in (g) hereof shall become a part of this Agreement, and each Employer party hereto shall be obligated to maintain said benefits for all eligible employees and their dependents.

(g) **NEW BENEFITS:** It is agreed between the parties that effective June 1, 1974 the welfare plan referred to herein shall be supplemented and amended for eligible employees by the Trustees and their professional advisors in the following respects:

1. Death benefits for employees: $10,000.00
2. Accidental Death benefits for employees: $10,000.00
3. Loss of members or sight due to illness or accident: (employees and dependents)
   (a) Any two — $10,000.00
   (b) Any one — $ 5,000.00
4. Death benefits for dependents as follows:
   (a) Spouse, $1,000;
   (b) Children age three (3) to twenty-one (21) years, $1,000;
   (c) Children age two (2) to three (3) years, $800;
   (d) Children age six (6) months to two (2) years, $400;
   (e) Children age fourteen (14) days to six months, $100.
5. Doctor visits, including visits for physiotherapy, will be payable from first day for home, office, or hospital and the maximum will be increased to $10 per visit for hospital, home or office.
6. Provide that the basic hospital benefits for maternity (excluding Major Medical) shall be the same as payable for any other disability.
7. Increase basic obstetrical for normal delivery to a maximum of $400 and up to $900 for Caesarean Section or other abnormal delivery or deliveries.
8. Major Medical—increases Major Medical maximum to $50,000 and increase payment to 90% of allowable expenses.
9. Extend the employee only comprehensive physical exam to employee's spouse and children. As a part of the physical program, the Trustees are directed to implement where feasible a local multi-phasic screening program.
10. Extend the current emergency or out-patient benefit to include sickness.
11. Provide that children shall be covered from birth. (This does not include well-baby care.)
12. Prescription drug program shall be expanded to include oral contraceptives and reimbursements shall be increased from 80% to 90%.
13. The Trustees are directed to, without delay, review the dental schedule in accordance with the 80% reimbursement concept and to conduct annual reviews thereafter.
14. Eligibility for a person who becomes totally and permanently disabled shall be extended for a period not to exceed twenty-four (24) months.
15. Employees who have three (3) years or more continuous eligibility who fail to work the required hours for three (3) months or less and who do not make the required contributions shall not lose their three-year eligibility status.

16. The above increases in health and welfare benefits shall be effective June 1, 1974 for new claims incurred on or after that date for eligible employees.

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 fund provided in (a) above the following contributions:

1. Through November 1974 .....30¢ per hour;
2. Effective December 1974 for November hours .....37¢ per hour;
3. Effective December 1975 for November hours .....47¢ per hour;
4. Effective December 1976 for November hours .....57¢ per hour.

Such contributions shall be made on all straight time 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) **TERMINAL VACATION PAY:** Upon retirement, no trust fund contributions will be required of the Employer on terminal vacation pay made to an employee at retirement. The employee's retirement benefits will not be delayed and he will receive credit for hours even though contributions are not required.

(d) **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.

(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 herinabove 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) The Trustees are directed to develop improvements in the plan on a sound acturial basis within the framework of the Employer contributions stated above.

(j) In the event of legislation requiring the restructuring of any of the essential elements of the pension plan including, but not limited to, the Benefit formula, amortization period, actuarial assumptions, vesting or administration of the benefits, the trustees are instructed to immediately comply with such legislation in adjusting the elements on a sound actuarial basis with no change in the existing Employer contribution rate.

(k) It is agreed that, sixty (60) days prior to January 1, 1977, the local Unions shall have the right to give written notice of their desire to enter into negotiations concerning modifications in the pension plan. It is further agreed that, with the exception of the increases in contributions set forth above, no additional increases in contributions will result from such negotiations during this contract term and the no-strike, no-lockout clause will remain in full force and effect during these negotiations.

Section XV FIELD ADMINISTRATION TRUST FUNDS

(a) The unions have determined that they are no longer willing to provide administrative functions, as distinguished from the usual and normal union services, at union expense to persons covered by the terms of the various benefit plans provided for by the Collective Bargaining Agreements. It is agreed that the portion of these functions determined to be trust fund functions, are properly chargeable to the trust funds under which said plans are established and maintained.

In order to solve the problems resulting from this union decision, the parties agree to instruct the trustees of said funds as follows:

(b) Appoint immediately a joint committee of trustees to make a study of the extent, nature and scope of such trust fund administrative functions, as well as the cost thereof, presently being performed by each local union, parties to the trust agreements. In order to implement such a study the committee is authorized to employ such expert and professional assistance as is deemed required to accomplish an impartial and thoroughly documented report. The report of the committee shall be presented to the Board of Trustees no later than their first meeting in July of 1974.

(c) Upon receipt of the aforesaid report the trustees shall take immediate steps to provide for sub-administrative offices, where the report indicates such facilities are justified, situated in space provided therefor by the local unions, or elsewhere if the report would indicate that conditions would so warrant, for the purpose of rendering the administrative functions determined to be necessary and proper by the hereinabove referred to report. All expenses, including employment of personnel by the Trust Administrator in said sub-administrative offices or to periodically visit facilities, as needed, where full-time attention is not justified, shall be paid for by the respective funds according to the presently established formula for the proration of administrative expenses.

(d) The aforesaid sub-administrative offices, the employment of personnel, and furnishing of necessary office equipment and supplies shall be secured and placed in operation no later than September 1, 1974.

(e) In the event the foregoing instructions are not carried out in the manner herein provided and within the hereinabove stipulated time limits, the pending deadlocked motion of the trustees with respect to reimbursement to the unions for trust fund administative expenses shall proceed forthwith to final determination pursuant to the terms of the applicable trust agreement.

Section XVI 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 XVII 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.

2. The Union shall promptly report in writing to the Employer any observed violations 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 XVIII 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 Joint Council of Valley Clerks shall not constitute a violation of this Agreement.

Section XIX 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 (½) by the Union and one-half (½) by the Employer party to said arbitration.

(d) If either party fails or refuses (1) to constitute a Board of Adjustment, as required by sub-section (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 percent (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 XX TERM OF AGREEMENT

(a) Except as otherwise indicated herein, this Agreement shall be effective June 1, 1974 and shall remain in full force and effect in all areas to and including February 26, 1977 and shall be considered as renewed from year to year thereafter unless either party hereto gives written notice to the other of its desire to have the same modified or terminated. Such notice shall be given at least sixty (60) days prior to such expiration date, during which period negotiations for a new agreement shall be conducted, with all conditions agreed to by the parties to become effective on the first day of the week nearest the expiration date of this Agreement. If after opening as provided herein the parties fail to reach an agreement within the period so provided then the provisions of Section XIX shall not be binding on either party.

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

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

IN WITNESS WHEREOF, the parties hereto by their duly constituted representative officers affixed their signatures this 26 day of Nov, 1975

FOR THE UNION:
RETAIL CLERKS UNION
LOCAL No. 17, AFL-CIO

Leonard A Lloyd
EXECUTIVE OFFICER

BY

FOR THE EMPLOYER:

Collins & Denny Mkt
FIRM NAME

434-B Camino Ave
ADDRESS

Danville, Calif
CITY

Neal Denny
BY

BLS 2453
FIRST
CC

OMB No. 44-R0003
App. exp. March 31, 1980

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

June 23, 1976

Retail Clerks International Association
1108 Sheridan Avenue
Chico, California 95926

JUL 02 1976

Gentlemen:

We now have on file a copy of your collective bargaining agreement(s) with Food and Liquor agreement and your local #17.

We would appreciate your sending us the following information to complete our files:

number of employees covered 1000 1025

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

Julius Shiskin

JULIUS SHISKIN
Commissioner

I-X- 2/26/77

BLS 2453
FIRST
CC

OMB No. 44-R0003
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JULIUS SHISKIN
Commissioner

I-X- 2/26/77