

un  
AUG 14 1961

I X-3/64

# Master Food and Liquor Agreement

## RETAIL CLERKS Local Union No. 1288 AFL-CIO

THIS AGREEMENT, made and entered into this.....by and between the RETAIL CLERKS UNION LOCAL No. 1288, chartered by retail Clerks International Association, AFL-CIO, hereinafter referred to as the Union, party of the first part, and.....hereinafter referred to as party of the second part.

### WITNESSETH

In consideration of the premises, and of the respective promises, agreements and covenants of the said parties hereto, they do hereby mutually agree as follows, to wit:

#### Section 1 — RECOGNITION OF THE UNION

(a) The Union is hereby recognized as the sole collective bargaining agency for an appropriate unit consisting of all employees working for the Employer within the jurisdiction of the Union, (Merced, Mariposa, Madera, Fresno, Tulare and Kings Counties) except meat cutters, apprentices, and other meat department employees.

Store managers who are supervisors within the meaning of Section 2 (II) of the National Labor Relations Act, as amended, and other persons classified by the Employer as supervisors under the law, are specifically excluded hereunder, and none of the terms of this agreement shall be applicable to such supervisors.

(b) All work and services (not defined as supervisory, under Section 2 (II) NLRA) connected with or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail establishment shall be performed only by employees within the appropriate unit as defined in this Agreement; except such work as may be performed by employees working exclusively in the meat department and who are engaged in handling, cutting, selling, processing, wrapping or displaying meat, poultry, sausage, or fish, fresh, frozen, chilled or smoked, in said department; and such work as is performed under prevailing practices within the jurisdiction of Local 1288 as outlined in Subsection (a) of this Section at the point of delivery by a driver-salesman engaged in servicing the retail markets with merchandise directly from the delivery vehicle.

This provision shall be subject to the following additional conditions:

1. It is agreed that single owners or bona fide partners with forty per cent (40%) or more interest in the business shall be exempt from the provisions of this agreement and there shall be no restrictions on their work. Before recognizing any partnership as herein provided, the Union may demand proof of said part-

nership and such proof shall be sufficient in the judgment of the Union and the Employer Association.

2. The existing practices and policies of the Employer with respect to the non-supervisory work performed by the overall supervisory store manager in stores where the owner is not actively engaged on the premises shall continue in effect, and no more non-supervisory work as hereinafter defined shall be performed by such manager than has customarily been performed in the past under such practices and policies.

3. Employers who elect to designate supervisors in their stores who shall be excluded from coverage by this Agreement shall keep the Union supplied with an up-to-date list of the names of such supervisors; provided that if the Employer desires to exclude only the over-all supervisory manager of each store, a notification to the Union of this fact shall satisfy the requirements of this sub-section.

4. This agreement shall not include or apply to any existing classification of employees who have been heretofore excluded from contract coverage by the parties.

(c) In consideration of the performance of the covenants herein contained the Union agrees to loan Union Store Cards to Employers entitled thereto 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 agree to accept and display them in a public space in their store. It is understood that such Union Store Cards are issued by and remain the property of the Retail Clerks International Association, and the Employer agrees to surrender said Union Store Cards upon his failure to observe the terms of this agreement or the conditions under which said Store Cards are issued.

#### Section 2 — EMPLOYMENT OF UNION MEMBERS

(a) All employees covered by this Agreement shall within thirty-one (31) days after their employment, or

within thirty-one (31) days after the signing of this agreement, whichever is later, become members of the Union and retain such membership as a condition of employment, subject to the provisions of Section 8 (a) 3 of the Labor Management Relations Act.

(b) **Unemployed Clerks:** The Union agrees to keep an up-to-date list of unemployed clerks with an accurate record of their experience, and the Employer agrees to notify the Union of vacancies in positions 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, Employers shall give preference to applicants with previous employment experience in the industry in the area covered by this Agreement.

(c) **Job Referral:** Selection by the Union of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, Constitutional provisions, or any other aspect or obligation of Union membership. The Employer shall retain the right to reject any job applicant referred by the Union, provided that such rejection is not in violation of this Agreement. The parties agree to post in places where notices to employees and applicants for employment are customarily posted the provision of this section.

Disputes or disagreements arising out of this Section 3 of this Agreement shall be referred to the Adjustment Board and the arbitration process as provided in Section 13 of this Agreement.

(d) **New Employees:** The Employer shall within forty-eight (48) hours submit in writing the name, classification, and starting rate of pay of each new employee to the Union. The Union agrees that it will accept all employees of the Employer into membership in the Union on the same terms and conditions generally applicable to other members.

The Employer further agrees, with respect to such forty-eight (48) hour notice referred to above, to use triplicate forms which shall be supplied by the Union, a copy of which is attached hereto, and made a part of this Agreement.

(e) The Employer shall be responsible for requiring all his employees covered hereby to work under and live up to all the provisions of this Agreement relating to their employment, and shall pay the new employees the wages provided for in this Agreement during the period when they are not members of the Union.

(f) **Union Membership Termination:** The Union agrees to give the Employer seven (7) days advance notice of the termination of the membership of any employee for failure of the employee to tender the periodic dues uniformly required as a condition of maintaining membership.

Upon failure of the employee to tender the periodic dues required as a condition of retaining membership, the Employer shall and hereby agrees to discharge such employee within seven (7) days after receiving notice from the Union.

(g) **Minimum Age:** The Employer agrees that no person under sixteen (16) years of age, other than the sons or daughters of the owner, shall be permitted to perform work under the jurisdiction of the Union, except in cases individually agreed to by the Employer and the Union.

(h) **Age Qualification for Employment:** Age shall under no circumstances be a basis for the rejection of an otherwise qualified applicant for employment, nor shall age to be a ground for the termination of employment of an otherwise qualified employee, except in cases where a company has a retirement plan and the employee has reached the mandatory retirement age as provided for in such plan.

### Section 3 — DISCHARGE AND DISCRIMINATION — NOTICE PAY — SENIORITY

(a) The Employer shall not discharge or discriminate against any employee for upholding the principles of trade unionism serving on a committee of the Union, or any organization affiliated therewith, or failing or refusing to purchase stocks, bonds, securities, or interest in any partnership, corporation and/or company.

(b) **Discharge:** The Employer reserves the right to discharge any employee covered by this Agreement for good cause. Upon discharge of any employee, the Employer shall, within forty-eight (48) hours, thereafter, notify the Union of such discharge. Claims of unjustifiable discharge shall be referred to the Adjustment Board provided for in Section 13.

(c) **Layoffs & Rehire:** In layoffs and rehiring the principle of seniority shall be recognized when practicable and when ability and performance are substantially equal; provided that before an employee having seniority is laid off on the grounds that his ability or performance is not equal to junior employees such senior employee shall be advised by the Employer and given a reasonable opportunity to improve his work.

(d) **Transfers:** Transfers of employees to other cities shall not be compulsory nor shall any employee be penalized for failure to accept such transfer.

(e) **Notice of Discharge:** Regular employees with six (6) months' service shall be given five (5) days' notice before dismissal or discharge, or the equivalent pay, except when such dismissal or discharge has been for cause, such as insubordination or disorderly or improper conduct. The Union shall be notified of the discharge.

(f) **Employee Notice of Termination to Employer:** The Union shall require employees with six (6)

C 37  
8

months' service with the Employer to give five (5) days' notice prior to leaving their employment except where circumstances beyond their control prevent them from doing so. The Union agrees to impose suitable penalties against employees who fail to give proper notice as herein specified.

(g) **Final Pay Check:** Where in discharge cases final checks are not drawn on the premises, the Employer shall have seventy-two (72) hours in which to deliver or mail the discharged employee's final pay check.

#### Section 4 — WORKING HOURS, OVERTIME AND PREMIUM PAY

(a) **Basic Work Day:** Eight hours worked within nine (9) consecutive hours, shall constitute a basic day's work. There shall be one (1) uninterrupted hour off for meals at approximately the middle of the employee's shift. The meal period shall at no time exceed one (1) hour and shall be given in the middle of the work day. No employee shall be required or permitted to work a split shift.

(b) **Basic Work Week:** For all employees forty (40) hours, consisting of five (5) days eight (8) hours each in a calendar week (Sunday through Saturday) shall constitute a basic week's work. Employees shall receive two (2) days off, not necessarily consecutive, within each calendar week.

#### Five Day-Forty Hour Week for Full Time Employees:

(c) The Industry recognizes the five-day, forty-hour week provision and except for layoffs and individual cutbacks due to lack of work, acts of God or circumstances beyond the control of the Employer, fulltime employees as of April 2, 1961 will be so employed. This section, however, does not impede in any way the right of the Employer to use part-time help as needed.

(d) **Regular Overtime Rate:** All time worked in excess of the basic workday or on the sixth (6th) day worked in a calendar week or on the fifth (5th) day worked in a holiday week exclusive of the holiday shall be considered as overtime and paid for at the rate of one and one-half times (1½) the employee's basic straight time rate of pay.

(e) **Sunday Premium:** Effective April 2, 1961 through March 31, 1964, except as provided in paragraph 1 below, all straight time work performed on Sundays shall be paid for at the following rates:

1st 3 months.....	\$4.38 per hour
2nd 3 months.....	4.43 per hour
Next 6 months.....	4.68 per hour
Regular clerk after 2080 hours.....	5.18 per hour
Head Clerk .....	5.55 per hour
Managing Clerk .....	6.55 per hour
Courtesy Clerk .....	2.75 per hour

1. 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-day employee or in excess of six (6) consecutive days by a six-day employee shall be two and one-half (2½) times the employee's regular straight time rate of pay.

(f) **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 worked 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 further agreed that no employee shall be required or permitted to work in excess of eight (8) hours on any overtime or premium day.

(g) **Night Premium:** All employees working between the hours of 7:00 p.m. and 12 midnight shall be paid twenty-five (25c) cents per hour in addition to their regular rate of pay for the day. All employees working between the hours of 12 midnight and 7 a.m. shall be paid forty (40c) cents per hour in addition to their regular rate of pay for the day. It is further agreed that for any work performed in excess of fifteen (15) minutes but less than one-half hour, the premium for one-half hour shall be paid, and for any work performed in excess of one-half hour but less than one hour, the premium for a full hour shall be paid.

(h) **Consecutive Days Worked in Successive Calendar Weeks:** For all employees, time and one-half (1½) the employee's straight time rate of pay shall be paid for the eighth (8th) consecutive day worked in successive calendar weeks, and for each day worked thereafter until consecutive days worked are broken by a day off. When the eighth (8th) consecutive day worked falls on a premium day, additional one-half (½) the straight time rate of pay shall be added to the established rate of pay for such day. Work on premium days shall be counted as days worked for the purpose of the continuity of consecutive days worked under this section, but a holiday not worked will break said continuity of consecutive days under this Section. This Section shall not apply to employees regularly scheduled on a six day basis, and further that other arrangements may be made by mutual agreement by the Employer, employee and the Union.

(i) **Short Hour Premium Rate:** All employees who are hired or scheduled to work less than forty (40) hours in a calendar week shall be paid ten (10) cents per hour in addition to the regular rate provided for their classification.

(j) **Working Schedules:** The Employer agrees to arrange and post a weekly schedule of working hours specifying starting and finishing times and days off. This schedule shall include the full first and last names of the employees. A twenty-four (24) hour notice of any change in such schedules shall be given by the Employer except that changes in days off will be posted no later than early the preceding Saturday morning and except further that when an employee's day or days off is Sunday, Monday or Tuesday, any change in such days off must be made not later than early Wednesday morning of the preceding week.

(k) **Daily Guarantee:**

1. All employees who work thirty-two (32) or more hours in a calendar week when ordered to 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 working less than thirty-two (32) hours in a calendar week when ordered to 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. The four (4) hour guarantee shall not apply to students regularly attending school. It is further agreed that students shall not replace non-student employees. All part-time employees shall be governed by all other provisions of this Agreement.

(l) **Employment By Two Employers:** No member employed full time shall be permitted to work for another Employer in the industry on his day or days off unless paid the overtime rate as provided in this Agreement. It is understood, however, that an Employer hiring such a person on his day or days off shall not be held liable for this payment until it has been called to his attention by the Union.

(m) **Travel Time:** Any employee who is required by the Employer to perform his or her duties in more than one store in any one day shall be paid actual transportation expense, and all time consumed by said employee is going from one store to the other shall be considered and paid for as part of the day's work, and the lunch hour shall not be interfered with.

(n) **Shift Interval:** At least ten (10) hours shall elapse between the termination of the shift of an employee and the commencement of his next shift.

(o) **Recognized Hour of Closing:** The clerks on duty at the recognized hour of closing shall wait upon all customers in all departments in the store at that time, and shall take care of all perishable merchandise to prevent its spoiling. The employees necessary for such work shall be scheduled accordingly.

**Section 5 — HOLIDAYS**

(a) No employee or other person except those exempt from the provisions of this Agreement under

Section 1 (b) 1, shall be required or permitted to perform any work on the following holidays: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day.

(b) These holidays shall be granted without reduction in an employee's weekly salary except when without reasonable excuse the employee fails to report for work the day before and the day after the holiday.

(c) **Holiday Eves:** No employee shall be permitted to work after 7:00 p.m. on Christmas Eve or New Year's Eve. (Note addendum attached hereto covering liquor clerks.)

(d) Holidays falling on Sunday shall be observed on the following Monday.

(e) **Holiday Work Week:** Thirty-two (32) hours consisting of four (4) eight-hour days, exclusive of the holiday, shall constitute a week's work in any week in which a holiday falls. It is further understood that a holiday may not be considered an employee's regular day off, nor shall scheduled days off be rearranged to avoid the payment of holiday pay.

(f) **Holiday Pay For Part-time Employees:** Holiday pay for holidays not worked shall be based upon one-fifth (1/5) of the employee's average hours worked per week in the six (6) weeks immediately preceding the holiday week.

(g) **Easter Sunday:** No employee shall be required to work on Easter Sunday, provided that employees desiring not to be scheduled for work on Easter Sunday shall notify the Employer of such desire at least three (3) days in advance.

**Good Friday:** No employee will be refused time off between the hours of 12 noon and 3:00 p.m. on Good Friday for the purpose of attending religious service. 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 6 — VACATIONS**

(a) All employees who have been in the service of the Employer for one year shall be granted a minimum of one (1) week's vacation with pay, and after two (2) years' service, two weeks' annual vacation with pay. All employees who have been employed by the Employer for five (5) years shall be granted three (3) weeks' annual vacation with pay. All employees who have been employed by the Employer for fifteen (15) years shall be granted four (4) weeks' annual vacation with pay.

Vacation pay shall be based on the employee's average weekly hours in the twelve (12) month qualifying period at the rate he is receiving at the time of vacation.

If an employee's employment is terminated for any reason after he has been employed for six (6) months, he shall be entitled to his prorated earned vacation pay.

(b) **Vacations For Part-time Employees:** Employees who normally work less than thirty-two (32) hours per week must have accumulated at least eight hundred (800) hours in each year to qualify for a vacation under (a) of this Section, and must have accumulated at least four hundred (400) hours to qualify for pro rata vacation under 3rd paragraph of (a) of this Section. Said vacation in either case shall be computed on the basis of the average number of hours worked per week during the periods.

(c) **Continuity of Service:** Time lost from employment due to leave of absence, sickness, or other emergency up to thirty (30) days, shall be considered time worked for the purpose of determining the length of employment and the vacation anniversary date. An employee may be required to make up time lost in excess of thirty (30) days before being eligible for vacation.

(d) **Holiday Within Vacation Period:** It is agreed that if a holiday named under Section 5 of this Agreement, or any other recognized and observed by closing by the Employer falls within the vacation period of an employee, an additional day off shall be added to the vacation period with full pay therefor or the employee shall be paid one additional day's pay in lieu thereof.

(e) **Vacation Schedules:** All employees must be notified of the time of their scheduled vacation at least thirty (30) days in advance thereof, and shall receive their vacation pay in advance. All employees shall be entitled to preference in vacation periods in the order of their seniority, provided, the Employer shall have the right to limit the number of people on vacation at any one time from any one classification.

(f) **Vacation Period:** Vacations shall be granted between April 1 and November 1, unless another time is mutually agreed to between the employee, the Employer and the Union, the exact date to be fixed as provided in Section 6 (e) of this Agreement. All vacations shall be taken in one continuous period and may not be cumulative from one year to another; provided, however, that with respect to employees entitled to three (3) or four (4) weeks' vacation, such three or four weeks may be split to provide for two successive weeks at one time and one or two weeks at another time, if there is mutual agreement between the employee, the Employer and the Union.

(g) **Vacation Seniority:** Vacation seniority (defined as the length of an employee's service which determines the number of weeks vacation to which he is entitled) shall not be affected by the sale or transfer of the store in which he works. Employers selling or transferring a store shall comply with the terms of this Agreement by paying pro rata vacation at the time of such sale or transfer. However, if the selling or transferring Em-

ployer fails to comply, then the Employer who takes over or purchases a store shall assume the pro rata obligations and also the obligations of the full vacation pay of each employee in the store whom he retains.

(h) **Waiving of Vacations:** Vacations may not be waived by employees nor may extra pay be received for work during that period; provided, however, that in extreme emergency or hardship cases this provision may be waived by prior mutual agreement between the employee, the Employer and the Union.

**Section 7 — SCHEDULE OF WAGES**

The following scale 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 weekly on designated pay days in compliance therewith:

Effective April 2, 1961

CLASSIFICATION:	Basic Weekly Rates	Straight Time Hourly Rates
Beginner Clerk ..... 1st 3 months (less than 520 hrs.) Experience in the Industry	\$ 94.60	\$2.365
Beginner Clerk ..... 2nd 3 months (less than 1040 hrs.) Experience in the Industry	\$ 95.60	\$2.39
Beginner Clerk ..... After 6 months (less than 2,080 hrs.) Experience in the Industry	\$100.60	\$2.515
Regular Clerk ..... After 1 year (2,080 hrs. or more) Experience in the Industry	\$110.60	\$2.765
Head Clerk (as defined) .....	\$118.10	\$2.9525
Managing Clerk (as defined) .....	\$138.10	\$3.4525
Courtesy Clerk (as defined) ....	\$ 62.00	\$1.55

Effective April 1, 1962

Beginner Clerk ..... 1st 3 months (less than 520 hrs.) Experience in the Industry	\$ 98.60	\$2.465
Beginner Clerk ..... 2nd 3 months (less than 1040 hrs.) Experience in the Industry	\$ 99.60	\$2.49
Beginner Clerk ..... After 6 months (less than 2,080 hrs.) Experience in the Industry	\$104.60	\$2.615
Regular Clerk ..... After 1 year (2,080 hrs. or more) Experience in the Industry	\$114.60	\$2.865

D 3 1/4

D 69 1/2

D 71 1/3

Head Clerk (as defined) .....	\$122.10	\$3.0525
Managing Clerk (as defined) .....	\$142.10	\$3.5525
Courtesy Clerk (as defined) .....	\$ 64.00	\$1.60

Effective March 31, 1963

Beginner Clerk .....	\$101.60	\$2.54
1st 3 months (less than 520 hrs.) Experience in the Industry		
Beginner Clerk .....	\$102.60	\$2.565
2nd 3 months (less than 1040 hrs.) Experience in the Industry		
Beginner Clerk .....	\$107.60	\$2.69
After 6 months (less than 2,080 hrs.) Experience in the Industry		
Regular Clerk .....	\$117.60	\$2.94
After 1 year (2,080 hrs. or more.) Experience in the Industry		
Head Clerk (as defined) .....	\$125.10	\$3.1275
Managing Clerk (as defined) .....	\$145.10	\$3.6275
Courtesy Clerk (as defined) .....	\$ 66.00	\$1.65

The basic hourly wage rates for all classifications of employees except Courtesy Clerks shall be adjusted as of the date of the annual wage increase above provided for in 1962 and 1963 for changes in the cost of living, based upon the latest available BLS Consumers Price Index for San Francisco preceding January 1st of each such year as compared to the index (all items) figure of 135.5. An upward adjustment of one cent (1c) for each 0.5 point change above the index figure of 135.5 shall be made as shown in the schedule set forth below:

C 57 1/1

D 62 1/3

D 63 1/3

D 64 1/2

D 65 1/2

SCHEDULED COST OF LIVING CHANGES

Consumers Price Index for San Francisco	All Employees
135.5-135.9 .....	0c
136.0-136.4 .....	1c
136.5-136.9 .....	2c
137.0-137.4 .....	3c
137.5-137.9 .....	4c
138.0-138.4 .....	5c
138.5-138.9 .....	6c
139.0-139.4 .....	7c
139.5-139.9 .....	8c
140.0-140.4 .....	9c

et cetera

(a) No employee shall have his weekly wage reduced on account of the signing of this Agreement provided such rate is based on the straight time work week.

Section 8 — CLASSIFICATION OF EMPLOYEES

Classification of employees shall be as follows: Beginner Clerks, Regular Clerks, Head Clerks, Managing Clerks and Courtesy Clerks.

(a) A beginner clerk is one who has had less than twelve (12) months (2,080 hours) grocery clerk experience in the industry. A regular clerk is one who has had twelve months (12) or more experience in the industry.

(b) Experience in the Industry: In determining experience in the industry for purposes of subsection (a) hereof experience gained within the preceding five (5) years shall be given full credit. Experience gained between the preceding five (5) and ten (10) years shall be given 50% credit up to and including the after 6 months apprentice rate. Experience gained in period earlier than the preceding ten (10) years shall not be credited.

(c) Head Clerk: A head clerk is a non-supervisory employee who, in addition to his duties as regular clerk, performs one or more of the following duties:

1. Acts in the capacity of assisting the store manager in his duties.
2. Acts in the capacity of assisting the owner where the owner is actively engaged in the business performing the duties of a store manager.
3. Performs the duties of a store manager in his absence and generally supervises the conduct of a store during said time.
4. Does the buying for that department.
5. Is responsible for the cash receipts of a department.
6. Has administrative and supervisory responsibilities for a department, including stock handling and display.
7. Supervises other clerks in a department or is in charge of opening or closing the store.

It is understood that the Employer may so arrange the employees' duties and work shifts 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.

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 the day on which either the regular Head Clerk or the manager is absent, he shall receive the Head Clerk's rate of pay for the day.

D 31/4

(d) **Managing Clerk:** Every store shall have a managing clerk at all times 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 a managing clerk. A managing clerk is a non-supervisory employee who has charge of and general supervision over not more than one store, or attends to and is responsible for the proper collection of cash and receipts, or the ordering of merchandise at the said store. In the event the Employer or Supervisor is absent from the store for more than one day a week, a clerk shall receive the wage scale of a managing clerk for said work.

(e) **Courtesy Clerk:** A courtesy clerk is an employee who handles merchandise only after the merchandise becomes the property of the customer. This work shall be limited to the bagging or boxing of groceries and delivering them to the customer's vehicle, returning the empty push carts to the store, tidy up in front of the check stand and parking lot. The Employer agrees that such employee shall not be required or permitted to perform any other duties whatsoever. It is further agreed that each store shall be entitled to one (1) courtesy clerk but not more than one (1) for each multiple of five (5) regular clerks in the store employed by the Employer.

**Restrictions on Employment of Courtesy Clerks.** The Union reserves the right to prohibit the employment of courtesy clerks by any Employer using courtesy clerks for any other work than stated above.

No presently employed clerk shall be demoted, suffer a reduction in wages or be replaced by the employment of courtesy clerks.

**Guarantee of Hours and Conditions:** Courtesy clerks shall be guaranteed at least six (6) hours work on Saturdays and two (2) hours work on any other day or pay in lieu thereof.

All of the provisions of this Agreement shall apply to courtesy clerks with the exception of the short hour premium rate as provided under Section 4 (i).

**Identification Badge:** Courtesy clerks shall wear the identification supplied by the Union upon their person at all times. Failure to wear this identification may be considered a violation of this Section.

(f) **Demonstrators:** Demonstrators on the payroll of manufacturers or wholesale suppliers and not directly employed by the Employer shall be members of the collective bargaining unit provided by this agreement and shall be subject to the terms of this agreement governing employment of Union members, wage rates, hours and uniforms. The above provisions shall not apply to any Demonstrators directly employed by the retail food store Employers, parties hereto, and such Demonstrators shall be covered by all the terms of this agreement.

**Section 9 — VISITS TO STORES**

It is agreed by both parties hereto that any authorized representative of the Union shall have the right and shall be allowed by the Employer to visit any and all stores for the purpose of observing working conditions, making inquiries from employees concerning working conditions, receiving complaints of members of the Union and/or noting any violations of this Agreement. The Union agrees that there will be no unnecessary visits or interferences with the proper performance of the work of employees covered by this Agreement.

**Section 10 — CHARITY**

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

**Section 11 — GENERAL PROVISIONS**

(a) **First Aid:** The Employer shall maintain in his store a fully equipped first aid kit.

(b) **Bonding:** Wherever the Employer requires the bonding of an employee or the carrying of any insurance for the identification of the Employer, premiums for the same shall be paid for by the Employer. No cash deposits, cash or real property shall be required by the Employer or any employee.

(c) **Uniforms:** The Employer shall provide and maintain without cost to the employees all uniforms and special ties, shirts, head covering or other special garb which he requires them to wear.

(d) **Wage Statement:** The Employer agrees to furnish each employee with a wage statement showing period covered, name of employee, hours worked, overtime if any, total amount of wages paid, and to list deductions made. Wage statements shall be furnished each pay day; provided, however, that upon termination of employment the employee will be furnished a statement for final payment when final wage payment is made.

(e) **Meals and Lodging:** When meals or lodgings are furnished by the Employer, the said Employer and the Union will negotiate an amendment to this collective bargaining Agreement in which an agreed evaluation shall be placed upon said meals or lodging, or both.

(f) **Store Meetings:** No store meetings shall be held so as to conflict with the regular meetings of the Union, and upon a three-day notice to the Employer of a special meeting, the Employer agrees to hold no store meetings to conflict therewith.

Time spent in store meetings, or in meetings called by the Employer before the commencement of the day's

INDEMNIFICATION (90)

C 51/1

C 46/5

C 38/9

C 44/9

C 45/9

work or after the day's work shall be considered time worked and shall be paid for in accordance with the provisions of this Agreement. No employee shall be required or permitted to attend store meetings on his day off.

(g) **Leased Departments:** The Employer recognizes that the terms of this Agreement constitute an obligation on the business of the Employer, and the Employer agrees that he will not lease any department existing or newly acquired, covered by this Agreement, to any person without requiring that any such lessee assume said obligations by agreeing in writing to adopt and be bound by all the terms of this Agreement.

238  
C/A  
(h) **Payroll Data:** In the event the Union has evidence which leads it to believe that the Employer has violated provisions of this Agreement relating to rate of pay or the payment of health and welfare or pension contributions, the Employer agrees upon written request from the Union to supply the Union with payroll data regarding the claim. The Union reserves the right when there has been repeated wage violations to require that the employees be paid by the Employer through the office of the Union.

(i) **Relief Periods:** No employee shall be denied the right to necessary or required relief.

(j) **Injury on the Job:** Where an employee is injured on the job there shall be no deduction from the employee's basic straight time pay for the day in which the employee was injured and reported for medical care.

(k) **Jury Duty:** Employees required to perform jury duty shall receive their regular straight time pay during such jury duty less jury pay received. Notwithstanding the provisions of Section 4 (j) the Employer may reschedule an employee performing jury duty during store operating hours so as to avoid or minimize payment of wages for such periods of jury duty.

## Section 12 — STRIKES AND LOCKOUTS

(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) The failure of any member of the Union to pass through a picket line sanctioned by the AFL-CIO Central Labor Council of appropriate jurisdiction or the Valley Clerks Joint Council shall not constitute a violation of this Agreement.

## Section 13 — ADJUSTMENT AND ARBITRATION

(a) An Adjustment Board consisting of two representatives of the Union and two representatives of the Employer holding Union contracts shall be constituted for the purpose of passing on all disputes, claims and grievances pertaining to this Contract that arise between the parties regarding the meaning or interpretation of this Agreement which cannot be settled between the Union and the particular Employer or Employers involved. Wage claims not involving the meaning or interpretation of this Agreement shall not be subject to the provisions of this Section.

Matters referred to the Adjustment Board shall be taken up by the Board within 48 hours. If the Board is unable to reach a majority decision within 10 days the matter then shall be submitted to arbitration. In the event the parties cannot agree on an arbitrator within 48 hours the matter shall be referred to the State Mediation and Conciliation Service, who shall appoint an arbitrator for decision. The decision of the arbitrator within the scope of submission shall be final and binding. No arbitrator shall be chosen to serve in two consecutive arbitrations unless by mutual consent of the parties. Neither the Board of Adjustment nor the arbitrator shall have authority to negotiate a new agreement. The expense of any proceedings provided for herein shall be borne equally by the parties.

The arbitrator shall not have the right to alter, amend, delete from or add to any of the terms of this Agreement.

## Section 14 — 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 reemployment of persons entering military service. These provisions shall be deemed a contractual obligation under the terms of this Agreement.

## Section 15 — GROUP INSURANCE

(a) Effective June 1, 1961, the Employer agrees to contribute to the Valley Clerks Health and Welfare Fund ten and one-half cents (10½c) per hour on all straight time hours worked each month by all employees covered by this agreement. Such contributions shall be made on all hours compensated as straight time hours, such as vacations and holidays, but excluding paid sick leave hours after January 1, 1962.

(b) The contributions provided for in (a) hereof shall be for the purpose of providing such health and welfare benefits for eligible employees and other eligible persons as are determined from time to time by the Trustees of the Valley Clerks Health and Welfare Trust pursuant to the terms of that certain Trust Agreement and Declaration of Trust dated April 1, 1961. The Employer hereby acknowledges receipt of a copy

of said Trust Agreement, and hereby agrees to be bound by all of the terms thereof and any amendments thereto.

(c) Effective April 1, 1962, the Employer agrees to contribute an additional five cents (5c) per hour on all straight time hours worked each month by all employees covered by this agreement to a fund to be administered by the Valley Clerks Health and Welfare Trustees under the aforesaid Trust Agreement. Said five cent per hour contribution shall be in addition to the contributions provided in (a) hereof, and shall be used by the Trustees for the purpose of providing a dental care program for all eligible employees and their dependents. Said contributions shall be made on all hours compensated as straight time hours including holidays and vacations, but excluding paid sick leave hours. The dental care provided for herein shall be available to said employees and their dependents no later than April 2, 1962.

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

(e) The parties hereto recognize and agree that the Trust will suffer, in connection with attempts to collect delinquent contributions from Employers, costs and expenses which it is impracticable or extremely difficult to fix or determine. Consequently, the Employers, and each of them, hereby empower the Trustees to establish from time to time in the rules and regulations of the Trust a reasonable figure which the Trustees may assess against any delinquent Employer in order to compensate the Trust for such costs and expenses. Such figure may be a fixed amount, or it may be stated as a rate which accrues in accordance with changes in a determinable variable, or it may be a combination of fixed amount and rate. The Employers hereby agree with each other, with the Unions, and with the Trustees to observe all such rules and regulations established by the Trustees, and to pay any fines, penalties, or assessments levied against them pursuant to such rules and regulations.

#### Section 16 — PENSIONS

(a) On or before the 20th day of each month the Employer agrees to continue to make to the Trustees of the Northern California Retail Clerks Unions and Food Employers Joint Pension Fund a contribution of seven and one-half cents (7½c) per hour on all straight time hours worked in the preceding month by all his employees covered by this agreement. Such contributions shall also be made on all hours (such as vacations and holidays) which are compensated hours under the terms of this agreement. The number of hours in a calendar week in which contributions are required for an employee shall not exceed forty (40).

(b) 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 contribution 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 Twenty Dollars (\$20.00) per delinquency, or ten percent (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.

(c) The contributions provided for in Subsection (a) hereof are for the sole purpose of providing to eligible employees the Pension Benefits set forth in the Northern California Retail Clerks Unions and Food Employers Joint Pension Plan dated April 1, 1957, and/or in any amendments thereto. The parties hereto agree to continue to accept and be bound by the terms of the Declaration of Trust under which said Trust Fund and Plan are established and maintained; and the parties further agree to accept and adopt any amendments to said Declaration and Plan which are arrived at pursuant to the terms thereof.

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

(d) 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 aforesaid Pension Fund.

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

(f) 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.

(g) It is agreed between the parties hereto that the existing Pension Plan should be amended and contributions increased one-half cent ( $\frac{1}{2}$ c) per hour effective April 1, 1962 so that Pension Benefits payable to present Pensioners and future retirees shall be adjusted to meet changes in the B.L.S. Consumers Price Index, such changes to be measured from the November 1958 Index. It is further agreed that said Plan should be amended to change the service eligibility requirement for Pensions from twenty-five (25) to twenty (20) years of age.

#### Section 17 — SICK LEAVE

(a) Effective January 1, 1962, the Employer agrees to contribute to the Trustees of the Valley Clerks Trust Fund one and one-half cents ( $1\frac{1}{2}$ c) per hour on all straight time hours worked each month by all employees covered by this Agreement to a fund to be administered by said Trustees for the purpose of providing a sick leave plan for eligible employees. Such contributions shall be made on all hours compensated as straight time hours such as holidays and vacations, but excluding paid sick leave hours.

(b) The Trustees shall establish and maintain said sick leave plan and shall specify the rules and regulations thereunder concerning eligibility and payment of sick leave benefits, and the Employer hereby agrees to accept and be bound by the terms of said plan and said rules and regulations as well as any amendments thereto by the Trustees. Upon the institution of said sick leave plan and the submission of its sick leave records to the Trustees, the Employer shall be relieved of any and all contingent liability for sick leave accruals under any existing sick leave arrangements which the Employer may have in effect. It is

understood and agreed, however, that the aforesaid sick leave plan shall grant credit to the employees covered thereby for past service with the Employer.

(c) It is agreed that the covenants entered into by the terms of subsection (e) of Section 15 with respect to the prompt collection of health and welfare benefits shall be applicable with the same force and effect to the collection of the contributions to the Sick Leave fund herein provided for.

#### Section 18 — TERMINATION OF AGREEMENT

(a) This Agreement shall be effective April 2, 1961, and shall remain in full force and effect to and including March 31, 1964 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 notices shall be given at least sixty (60) days prior to the expiration date of this Agreement, 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 12 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 canceled, and that this Agreement supersedes and replaces all such prior Agreements.

(c) **Health & Welfare, Sick Leave Reopening:** It is understood that if this Agreement is opened for negotiations in 1964 in accordance with the provisions of subsection (a) and any group insurance, dental care or sick leave changes are agreed to at that time, such changes shall not become effective until June 1, 1964.

(d) 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.....day of....., 19.....

FOR THE UNION:

**RETAIL CLERKS INTERNATIONAL ASSOCIATION**

Local No. 1288, AFL-CIO

\_\_\_\_\_  
Secretary-Business Manager

\_\_\_\_\_  
By

FOR THE EMPLOYER:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
By

The existing Food Contract of the Retail Clerks Local 1288, effective April 2, 1961, applying to Liquor Clerks only, shall be amended as follows:

**STIPULATION — AGREEMENT OF FACTS COVERING LIQUOR CLERKS ONLY**

- (1) Liquor clerks may work on the holidays set forth in Section 5 and shall receive double time for same.
- (2) Section 4 to be amended as follows: Delete (g) "All employees shall receive extra compensation of twenty-five cents (25c) per hour in addition to the regular scale herein set forth for all work performed after 7:00 p.m. and before 12 midnight and 40 cents per hour in addition to their regular rate of pay between 12 midnight and 7 a.m."
- (3) Delete the last paragraph of Section 8 (c) in reference to Head Clerks.
- (4) Delete 5 (c) in reference to no work on Christmas and New Year's Eve.

*BP/AS*  
*MAY 26 1961*

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

May 15, 1961

Mr. George Kisling, Financial Secretary  
Retail Clerks International Association,  
Local # 1288  
265 North Fresno Street  
Fresno 1, California

Dear Mr. Kisling:

We have in our file of collective bargaining agreements a copy of your agreement with Retail Food and Liquor. This agreement expired March 1961.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

*Ewan Clague*  
Ewan Clague  
Commissioner of Labor Statistics

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

- 1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1600
- 2. Number and location of establishments covered by agreement \_\_\_\_\_

3. Product, service or type of business Food & Liquor

4. If previous agreement has been extended without change, indicate new expiration date new contract will not be available for at least 30 days.

George Kisling Fin. Secy.  
(Your name) (Position)  
265-N-Fresno St Fresno, Calif.  
(Street) (City and State)