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April, 1961, to April, 1964

## ARTICLES OF AGREEMENT

Between

**FOOD INDUSTRY, INC.**

and

**RETAIL CLERKS UNION, LOCAL NO. 1105  
RETAIL CLERKS INTERNATIONAL ASSOCIATION,  
AFL-CIO**

This agreement is made by and between FOOD INDUSTRY, INC., and Retail Clerks Union Local No. 1105, Retail Clerks International Association, AFL-CIO.

### SECTION 1

#### *Recognition and Bargaining Unit*

1. FOOD INDUSTRY, INC., hereby recognizes during the term of this agreement, RETAIL CLERKS UNION, LOCAL NO. 1105, RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO, as the sole and exclusive collective bargaining agency for a unit consisting of all employees in the grocery stores of the employers' present and future retail establishments located in Seattle, King County, State of Washington and vicinity, with respect to rates of pay, hours and other conditions of employment except and excluding supervisory employees within the meaning of Section 2(11) of the National Labor Relations Act, as amended. Subject to the terms of Section IX, Paragraph 1, all work of handling and selling of merchandise in such retail grocery stores covered by this agreement shall be performed only by employees of the employer within the unit referred to above for which Retail Clerks Union Local No. 1105 is recognized as the collective bargaining agency by the employer.

2. RETAIL CLERKS UNION, LOCAL NO. 1105, RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO, for and on behalf of its members, hereby recognizes, during the term of this agreement, FOOD INDUSTRY, INC., as the sole and exclusive collective bargaining agency for all employers who are designated as parties to this agreement.

### SECTION II

#### *Union Security*

1. It shall be a condition of employment that all employees of the employer covered by this Agreement who are members of the union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the union. It shall also be a condition of employment that all employees covered by this Agreement, and

hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the union. For the purpose of this section, the execution date of this Agreement shall be considered as its effective date. The employer shall discharge any employee as to whom the union through its business agent delivers to the employer a written notice that such employee is not in good standing in conformity with this section.

2. The employer agrees to furnish the Union with a monthly list of full and part-time employees hired and/or terminated, or in lieu of such a list to deliver to each employee a notice outlining the provisions of the foregoing paragraphs of this Section II. If the employer chooses to furnish a list of employees, each month, such list shall be prepared to show new hires and terminations separately and to designate the employee's last and first name, middle initial and date of employment or termination. If the employer chooses to deliver to each employee a notice as referred to above, he shall be furnished a supply of such notices by the Union in the form shown below. The original of any such notice shall be delivered to the Union and the first copy to the employee not later than fifteen (15) days following date of employment.

"Date .....

"TO: RETAIL CLERKS UNION LOCAL NO. 1105

"RE: Employee .....

.....  
Last Name      First Name      Middle Initial

.....  
Street Address or Box Number

.....  
City                                      Telephone No.

"This is to report that the employee listed above, employed on ....., has been notified that the labor agreement between the undersigned company and your union provides in part as follows: 'It shall be a condition of employment that all employees of the employer covered by this Agreement who are members of the union in good standing on the effective date of this agreement shall remain members in good standing, and those who are not members on the effective date of this agreement shall, on the thirtieth (30th) day following the effective date of this agreement, become and remain members in good standing in the union. It shall also be a condition of employment that all employees covered by this agreement, and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the union. For the purpose of this section, the execution date of this agreement shall be considered as its effective date. The employer shall discharge any employee as to whom the union through its business agent delivers to the employer a written notice that such employee is not in good standing in conformity with this section.'

.....  
Firm Name

.....  
Street Address or Box Number

.....  
City

.....  
Telephone No.

"OFFICE HOURS OF RETAIL CLERKS UNION LOCAL NO. 1105  
552 Denny Way, Seattle, Washington:

"Daily: 8:30 A.M. to 5:00 P.M.

"Wednesday: 8:30 A.M. to 9:00 P.M.

"NOT OPEN SATURDAYS"

3. The employer shall be the sole judge as to the competency and qualifications of his employees; provided, however, that no employee shall be discharged or discriminated against for any lawful Union activity, or for performing service on a Union committee outside of business hours, or for reporting to the Union the violation of any provisions of this agreement. It is agreed that upon request, the representative of the Union will be given the reason for discharge in writing. A committee of not less than two (2) representatives from FOOD INDUSTRY, INC., and two (2) representatives from RETAIL CLERKS UNION LOCAL NO. 1105, shall review any case of discharge in the event either party desires such a review.

### SECTION III

#### *Hours of Work and Overtime*

1. Forty (40) hours per week consisting of five (5) days of eight (8) consecutive hours each (exclusive of not more than one hour out for lunch each day) to be worked between the hours of 7:00 A.M. and 6:00 P.M. shall constitute the normal work week for all employees. Where six (6) days, Monday through Saturday, are worked in any one week, time and one-half shall be paid for work on the day the least number of hours are worked, provided that this shall not apply to part-time employees under 18½ years of age working twenty-four (24) hours or less per week.

2. All work performed after 6:00 P.M. to 9:00 P.M. shall call for premium pay of fifteen cents (15c) per hour, unless employee has worked a full eight (8) hours, which shall be time and one-half.

3. All hours worked in excess of eight (8) per day and forty (40) per week and before 7:00 A.M. or after 9:00 P.M. when the store is open for business shall be paid for at the rate of time and one-half. All work performed before 7:00 A.M. or after 9:00 P.M. when the store is closed to business shall call for premium pay of twenty-five cents (25c) per hour unless employee has worked a full eight (8) hours which shall be time and one-half. Any employee whose regular work day during the week ending June 24, 1961, started between 6:00 A.M. and 8:00 A.M. and who continues to work for his employer on a shift in which these hours fall shall continue to be paid at the rate of time and one-half for hours worked between 6:00 A.M. and 8:00 A.M. All work on Sundays shall be paid for at the rate of double time. Overtime on normal week days shall begin after fifteen (15) minutes past end of

shift and all time worked in excess of fifteen (15) minutes and less than thirty (30) minutes shall be counted as thirty (30) minutes. It is the intent of the parties hereto that the fifteen (15) minute allowance before starting overtime is not for the purpose of establishing a cleanup period as such, but is to permit employees to serve customers in the store and to complete the work in progress necessary to closing the store. Any employee whose day's work is completed before the closing time of the store shall not work, except as may be necessary to serve customers in the store, beyond eight (8) hours per day without overtime compensation.

4. 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 at straight-time.

### SECTION IV

#### Classifications and Minimum Rates of Pay

1. The following minimum scale of wages shall prevail from date of employment:

	PER HOUR		PER HOUR	
	MALE	FEMALE	MALE	FEMALE
Senior Journeyman*	4/2/61	10/1/61	4/1/62	9/29/63
Journeyman Clerk (over 1 yr.) & Demos.	\$2.57½	\$2.62½	\$2.67½	\$2.80
Junior Clerk**	2.46½	2.51½	2.56½	2.73½
Senior Apprentice Clerk (9 to 12 mos. exp.)	2.26½	2.31½	2.36½	2.53½
Junior Apprentice Clerk (6 to 9 mos. exp.)	2.10	2.15	2.20	2.27½
Apprentice Clerk (3 to 6 mos. exp.)	1.95	1.97½	2.05	2.12½
Beginner Clerk (up to 3 mos. exp.)	1.75	1.77½	1.85	1.92½
Part-time employee under 18½ years of age (who works 24 hours or less per week)	1.60	1.62½	1.70	1.77½
	1.35	1.37½	1.40	1.42½

\*This classification of employee shall not be required in a store wherein less than a total of one hundred (100) man hours are worked in a payroll week by the unit of employees covered by this agreement. When a total of one hundred (100) man hours are worked in a payroll week by the unit of employees covered by this agreement, then one (1) of such employees shall be classified and compensated by the employer as a Senior Journeyman. For each additional two hundred (200) man hours worked in such week by the unit of employees covered by this agreement, one (1) additional employee shall be classified and compensated as a Senior Journeyman. Senior Journeyman shall be employees normally working full time. One employee of this classification shall be assigned to night work if night work is performed in the store.

\*\*This classification applies to employees after twelve (12) months (2080 hours) experience as an apprentice and up to twenty-one (21) years of age. This classification shall not apply to any employee already classified and paid as a Journeyman.

\*\*\*Not more than fifteen per cent (15%) of the total man hours worked in the store shall be employed in this classification and this classification shall not be employed after 10:00 P.M.

SECTION IV  
Classifications and Minimum Rates of Pay

2. For the purpose of computing months of experience under Paragraph 1 of this Section IV, one hundred seventy-three and one-third (173½) hours of employ-

ment in the retail grocery industry shall be counted as one (1) month's experience provided, that no employee shall be credited for more than one hundred seventy-three and one-third (173½) hours of experience in any one calendar month.

3. No journeyman shall be discharged by an employer solely for the purpose of replacing a journeyman with an apprentice.

4. All previous experience of newly employed salespersons must be considered unless four (4) years or more have elapsed since last employed in the industry provided that any employees returning to work after two (2) years out of the industry but within four (4) years since last employed in the industry may be employed at the next lowest bracket for a period not to exceed three (3) months.

5. Extra employees not on a regular part-time shift and full-time employees shall receive not less than four (4) continuous hours' work or equivalent compensation in any one day ordered to report for work, compensation to begin at the time of reporting for duty.

6. Members of the Union who are employed in any of the classifications covered by this agreement and who are temporarily assigned to the work of "relief manager" shall be compensated for straight-time hours while so temporarily assigned at the rate of \$2.58¾ per hour effective April 2, 1961, \$2.63¾ per hour effective October 1, 1961, \$2.68¾ per hour effective April 1, 1962, \$2.76¼ per hour effective September 30, 1962, \$2.81¼ per hour effective March 31, 1963, and \$2.86¼ per hour effective September 29, 1963, and overtime shall be paid at the rate of time and one-half.

7. There shall be a definite starting time from day to day for each employee and a regular weekly pay day.

8. It is expressly understood that employees receiving more than the minimum compensation or enjoying more favorable working conditions than provided for in this agreement shall not suffer by reason of its signing or adoption provided, that the terms and intent of this paragraph shall not apply to the matters of health and welfare and sick leave benefits.

### SECTION V

#### Holidays

1. The following days shall be considered holidays: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY and CHRISTMAS DAY. Where the date of any holiday falls on Sunday, the Monday following shall be observed.

2. Employees, provided they normally work the hours as specified below, work during the week in which the holiday occurs, and report for work their last scheduled working day preceding and their next scheduled working day immediately following the holiday, shall be paid for holidays not worked on the following basis, provided that in any event if the preceding qualifications for holiday pay are met by the employee and he works thirty-two (32) or more hours in the holiday week he shall receive eight (8) hours of holiday pay.

<i>Hours Normally Worked Per Week</i>	<i>Hours of Holiday Pay</i>
20 to 32	4
32 or more	8

3. Employees who qualify for holiday pay as specified in Paragraph 2 of this Section V shall be paid time and one-half (1½) in addition to such holiday pay for work performed on holidays named in Paragraph 1 of this Section. Employees who do not qualify for holidays pursuant to Paragraph 2 of this Section V, shall receive time and one-half (1½) for work performed on such holidays.

4. It is understood and agreed that holidays shall not be considered as days worked for the purpose of computing weekly overtime.

## SECTION VI

### *Vacations*

1. Employees, on the first anniversary date of their employment (after the first year of continuous employment) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of hours worked in the preceding twelve (12) months as follows:

<i>Hours Worked</i>	<i>Hours of Paid Vacation</i>
1200 to 1600	24
1600 to 2080	32
2080 or more	40

2. Employees, on the second and each subsequent anniversary date of their employment to the tenth (10th) anniversary date of their employment (after the second and each subsequent year to the tenth (10th) year of continuous employment) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of hours worked in the preceding twelve (12) months as follows:

<i>Hours Worked</i>	<i>Hours of Paid Vacation</i>
1200 to 1600	48
1600 to 2080	64
2080 to 2496	80
2496 or more	96

3. Employees, on the tenth (10th) and each subsequent anniversary date of their employment (after the tenth and each subsequent year of continuous employment) shall be entitled to vacation with pay at their straight-time hourly rate based upon the number of hours worked in the preceding twelve (12) months as follows:

<i>Hours Worked</i>	<i>Hours of Paid Vacation</i>
1200 to 1600	72
1600 to 2080	96
2080 to 2496	120
2496 or more	144

4. It is hereby understood and agreed that in computing "hours of paid vacation" for employees who regularly appear on the payroll for thirty-two (32) or more hours per week, the terms of paragraphs 1, 2 and 3 of this Section VI shall be applied so that working time lost up to a maximum of one hundred twenty (120) hours due to temporary layoff, verified cases of

sickness or accident, or other absence from work approved by the employers (in addition to vacation and holiday time-off earned and taken by the employee) shall be counted as time worked.

5. Employees who terminate or are terminated (discharges for dishonesty excepted) after the first or any subsequent anniversary date of their employment up to the tenth (10th) anniversary date of their employment and prior to their next anniversary date of employment shall be entitled to vacation pay at their straight-time hourly rate based upon the number of hours worked since the last anniversary date of their employment at the rate of eight (8) hours' vacation pay for each full two hundred (200) hours worked.

6. Employees who terminate or are terminated (discharges for dishonesty excepted) after the tenth (10th) or any subsequent anniversary date of their employment and prior to their next anniversary date of employment shall be entitled to vacation pay at their straight-time hourly rate based upon the number of hours worked since the last anniversary date of their employment at the rate of twelve (12) hours' vacation pay for each full two hundred (200) hours worked.

7. Vacation may not be waived by employees nor may extra pay be received for work during that period provided, however, that by prior mutual agreement between the employer, employee, and union this provision may be waived.

8. Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Section V of this agreement in addition to vacation pay.

9. It is understood and agreed that effective January 1, 1962, the provisions of Paragraphs 2, 3, 5 and 6 of this Section VI shall be changed by substitution of the word "ninth (9th)" for the word "tenth (10th)" wherever such word appears in these paragraphs.

## SECTION VII

### *Health and Welfare*

1. The health and welfare program established by the parties to this agreement is set forth in a separate agreement by and between FOOD INDUSTRY, INC., and RETAIL CLERKS UNION LOCAL NO. 309, 381, 1024, and 1105 dated April 21, 1960, and the provisions of that separate agreement constitute conditions of employment.

## SECTION VIII

### *Jury Duty*

1. After their first year of employment, employees who are regularly employed twenty-four (24) hours or more per week who are called for service on a superior court or federal district court jury shall be excused from work for the days on which they serve and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service up to a limit of eight (8) hours per day and forty (40) hours per week; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half (½) of his normal work

day. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received.

## SECTION IX

### *General Conditions*

1. The employer shall not permit demonstrators, salesmen or other employees of a supplier to perform work of store clerks. Demonstrators assigned to a store by a supplier shall confine themselves to the particular items being demonstrated and wear clothing or carry some badge identifying them with the product or the firm for which the demonstration is made.

2. Uniforms or other special wearing apparel not suitable for street or ordinary wear shall not be permitted unless furnished and laundered by the employer.

3. In the event any employee covered by this contract shall be called or conscripted for the Army, Navy, Marine Corps, or other branch of the United States Military Service, he shall retain, consistent with his physical and mental abilities, all seniority rights hereunder for the period of this contract, or for any renewal or extension thereof, provided, application for reemployment is made within ninety (90) days after being honorably discharged from such military service, current law to govern at time of application.

4. It is the desire of both the employer and the Union to avoid wherever possible the loss of working time by employees covered by this Agreement. Therefore, representatives of the Union, before contacting an employee during his working hours shall first contact the store manager or person in charge. All contacts will be handled so as to not interfere with the employee's duties or with service to the customers.

5. The Union agrees, in consideration of the signing of this agreement by the employer, and for the period of good and faithful performance of its provisions and covenants by the employer, to lease to each store represented by the employer a Union Store Card, the property of and issued by the Retail Clerks International Association, AFL-CIO.

6. Upon compliance with all other provisions of this agreement, in a store where no salespersons are employed, the Union may accept the bona fide owner or owners of said store into membership as non-active members of the Union and to lease to said store a Union Store Card as herein provided.

7. Should any portion of this agreement be adjudged by the court or the National Labor Relations Board to be in violation of the Labor-Management Act of 1947, such portion or portions as are in violation shall become null and void and the balance of this agreement shall remain in effect. Both parties agree to renegotiate any part of this agreement found to be in violation of said Act and bring it into conformance therewith as soon as possible after notification.

## SECTION X

### *Grievances*

1. All matters pertaining to the proper application and interpretation of any and all of the provisions of this agreement shall be adjusted by the accredited rep-



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representative of FOOD INDUSTRY, INC., and the accredited representative of the Union. In the event of the failure of these parties to reach a satisfactory adjustment within seven (7) days from the date a grievance is filed in writing by either party upon the other, the matter shall be referred for final adjustment to a labor relations committee selected as follows: Two (2) members from the employers and two (2) members from the Union. In the event the labor relations committee fails to reach an agreement within twenty-one (21) days from the date a grievance is filed in writing by either party upon the other, the four (4) shall select a fifth member or they shall request the Federal Mediation and Conciliation Service to submit a list of eleven (11) names of qualified arbitrators, from which the labor relations committee shall select a fifth member, who shall be chairman, and the decisions of this committee shall be binding on both parties.

2. During the process of making adjustments under the rule and procedure set forth in Paragraph (1) above, no strike or lockout shall occur.

3. No grievance or claim of violation of this agreement shall be recognized unless presented in writing within ninety (90) days from the date of the occurrence causing the complaint or grievance except in cases where report of a grievance has been suppressed through coercion by the employer. In the event the claim is one for additional wages, any such claim shall be limited to additional wages, if any, accruing within the ninety (90) days' period immediately preceding the date upon which the employer received notice in writing of the claim.

#### SECTION XI

##### *No Strikes or Lockouts*

1. During the life of this agreement, providing all terms of the agreement are fulfilled, the Union agrees not to engage in any strike or stoppage of work and the employer agrees not to engage in any lockout, provided the Union retains the right to recognize any strike sanctioned by the King County Labor Council and to respect any picket line established in support of such strike.

#### SECTION XII

##### *Sick Leave*

1. Employees during each twelve (12) months following April 1, 1960 (after the first and each succeeding year of continuous employment with their current employer following April 1, 1959) shall be entitled as set forth below to paid sick leave at their current regular straight-time hourly rate for bona fide illness.

2. As of April 1, 1960, and as of each April 1st thereafter, sick leave pay shall be accrued by an employee depending upon the number of straight-time hours worked by the employee with his current employer in the preceding twelve (12) months as follows:

<i>Hours Worked</i>	<i>Hours of Sick Leave Pay</i>
1680 to 2080	32
2080 or more	40

3. Sick leave pay to the extent it has been earned shall begin on the fourth (4th) working day of illness, shall continue for each working day of illness there-

after up to and including the seventh (7th) working day, and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the twelve (12) months immediately preceding the last April 1st.

4. Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of eighty (80) hours. Sick leave pay must be earned by employment with one employer.

5. A doctor's certificate or other authoritative verification of illness may be required by the employer and, if so, must be presented by the employee not more than forty-eight (48) hours after return to work.

6. Any employee found to have abused sick leave benefits by falsification or misrepresentation shall thereupon be subject to disciplinary action, reduction or elimination of sick leave benefits (including accumulated sick leave) and shall further restore to the company amounts paid to such employee for the period of such absence, or may be discharged by the company for such falsification or misrepresentation.

#### SECTION XIII

##### *Duration of Agreement*

1. This agreement shall be in full force and effect from and after April 1, 1961 until April 1, 1964 at which time it shall automatically be renewed for a period of one (1) year from said date, and thereafter for each year upon each anniversary of said date without further notice; provided, however, that either party may open this agreement for the purpose of discussing a revision within sixty (60) days prior to said expiration date of each anniversary thereof upon written notice being served upon either party by the other.

2. If during the second year of this agreement, the United States becomes engaged in a nationally recognized wartime emergency, the parties hereto agree that upon sixty (60) days' notice in writing either party may reopen this agreement.

IN WITNESS WHEREOF we attach our signatures this 28th day of June, 1961.

FOOD INDUSTRY, INC.

By L. A. SHERMAN

By.....

RETAIL CLERKS UNION, LOCAL NO. 1105,  
RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO

By RONALD L. MEEKER

*Secretary-Treasurer*



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

*II*

April 19, 1962

Mr. Ronald L. Meeker, Secretary-Treasurer  
Retail Clerks International Association,  
Local # 1105  
552 - Denny Way  
Seattle 9, Washington

Dear Mr. Meeker:

We have in our file of collective bargaining agreements a copy of your agreement(s) with Food Industry, Inc. 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 3300
2. Number and location of establishments covered by agreement Seattle & King County, Washington
3. Product, service, or type of business Retail Grocery Stores
4. If previous agreement has been extended without change, indicate new expiration date

Ronald L. Meeker  
(Your name)  
552 Denny Way  
(Street)

Secretary-Treasurer  
(Position)  
Seattle 9 Wash.  
(City and State)