



UNITED STATES MARINE CORPS

HEADQUARTERS MARINE CORPS AIR STATION MIRAMAR
PO BOX 452000
SAN DIEGO CA 92145-2000

IN REPLY REFER TO:

StaO 5000.1

5BH

9 Sept 97

Station Order 5000.1

From: Commanding Officer

To: Distribution List

SUBJ: INSTALLATION STANDARD OPERATING PROCEDURE (SOP) FOR THE
MIRAMAR COMMISSARY BAGGERS

1. Scope. This Standard Operating Procedure applies to all persons who apply for a grocery bagging/carry-out service license at Miramar.
2. Purpose. The procedures in this SOP are designed to establish procedures for control, issuance and revocation of bagger licenses at Miramar.
3. Responsibilities. All persons bagging and/or carrying groceries at the Miramar Commissary must apply and be licensed by the Installation Commander, Miramar prior to entering into an agreement with the Commissary. The Commissary Liaison is the authorized agent for the Installation Commander. Bagging responsibilities are outlined in the baggers SOP available from the Commissary or head bagger.
4. Procedures. The following paragraphs establish support and procedures to be followed to issue and control licensing of applicants to provide bagging/carry-out service at the Miramar commissary.
 - a. Licensing Prerequisites:
 - (1) Licensing of baggers will be made first from valid ID card holders. This may be changed by the installation commander or his/her designated representative (normally the Installation Commander or Commissary Liaison) without prior notification. Exceptions to this policy can be granted only by installation authorities.
 - (2) Licensing of non-ID card holders is made when the commissary officer and/or the Commissary Liaison deem it necessary for continuity of the work force.

(3) Licensing will be made chronologically in order of application date.

b. Reasons for denial or revocation of bagger license: The following criteria may be used for license refusal or revocation. This list is not all-inclusive:

(1) Making false statements on the bagger license application.

(2) Having a prior felony record.

(3) Breaking the law or Military regulations while bagging at Miramar.

(4) Obtaining a reprimand from the head bagger or Commissary Officer for not complying with the bagger SOP.

(5) On recommendation of the Commissary Officer or head bagger through the Commissary Officer.

(6) For other legitimate reasons as determined by Commissary Liaison after coordination with the Staff Judge Advocate.

(7) The Commissary Liaison will be the approval authority for bagger license revocation.

(8) Having a relative working in customer service that operates a register.

c. The Commissary Liaison will be responsible for:

(1) Processing applications for bagger licenses:

(a) Receive applicant from prospective bagger.

(b) Establish "suspense" file.

(c) Forward application to PMO for local check.

(d) Forward application to CID for background check.

(e) Notify applicant when background check is complete.

(2) Approving/disapproving license applications.

(3) Issuing baggers licenses.

(4) Maintain a file of all completed bagger license applications and current licenses.

d. The Provost Marshall will be responsible for a local check of the bagger applicant. The check will be to insure that there is no current bar to the installation against the applicant. The PMO will sign the bagger license application and indicate the result of the "record check".

e. The CID will be responsible for:

(1) Performing a records check of individuals applying for baggers license.

(2) Sign the bagger license application and indicate the result of the "record check". If a record check indicates criminal activity or a record on file, the Commissary Liaison will be notified of the results under separate cover.

(3) The results of the background check will not be given to the applicant if a criminal record exists. If the applicant wishes to see the file, applicant will be directed to proper authority to view, correct, or change the record.

f. Commissary Officer will be responsible for:

(1) Quality assurance of the baggers. Quality assurance will be monitored under the terms of DeCA Directive 40-1 and the bagger SOP.

(2) Officially reprimanding any bagger.

(3) Recommending that a bagger license be revoked. All recommendations will be forwarded to Commissary Liaison for action.

(4) Notifying Commissary Liaison when additional baggers are needed to be added to the list of active baggers.

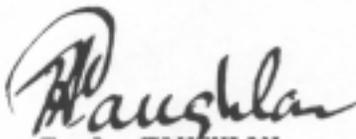
(5) Establish a minimum number of active baggers needed for licensing.

(6) Maintaining a file of current bagger agreements.

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g. The head bagger duties and method of selection is described in the bagger SOP.

h. The individual bagger responsibilities are outlined in the bagger SOP.



T. A. NAUGHLAN

DISTRIBUTION:

Commissary Liaison, AG, PMO, CID, Commissary Officer

**License Application for Bagging Groceries at the Miramar Commissary
(Applicant Completes Items 1- 3)**

1. Identification:

Last Name: _____ First Name: _____ Initial: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Social Security Number: ____ - ____ - ____

Date of Birth: _____ Place of Birth: _____

2. General Information:

Military ID Card Holder: Yes ___ No ___ Expiration date _____

If yes, circle one of the following: **Active Duty** **Reserve** **Family Member** **Retired**

Have you ever been convicted for any offense other than a traffic violation?

Yes ___ No ___ If yes, please explain on a separate sheet.

Are you related to any person working in the Customer Service Department?

Yes ___ No ___

3. Statement of Applicant:

a. I understand that I am applying for a license to bag groceries at the Miramar Commissary. I understand that this license is permission to enter Miramar ONLY and in no way implies or guarantees that I will bag groceries.

b. I understand that any violation or non-compliance with the Installation SOP, Bagger SOP, or Bagger Agreement may result in the withdrawal of the privilege of bagging.

c. I understand I am not an employee of any federal agency or activity and that my sole source of compensation will be from tips received from customers for bagging groceries.

d. The above information is true and complete to the best of my knowledge. I understand that refusal to answer a question or the submission of incorrect or misleading information may be the basis of denying, suspending, or revoking my solicitation privilege.

_____ Date

_____ Signature of Applicant

(Applicant signs application. Take Application to Head Bagger to be placed on File)

Head Bagger will contact Applicant when Additional Baggers are needed.

Date Contact Attempted: _____
Date

Signature: _____
Signature of Head Bagger

(Applicant Takes Application to Commissary Liaison for processing)

Continued on reverse

Receipt for Application for License

To be Completed by Head Bagger and Given to Applicant

Date Received: _____
Date

Signature: _____
Signature of Head Bagger

(Head Bagger signs receipt. Tear off Receipt and give to Applicant)

AGREEMENT

THIS AGREEMENT is hereby made by and between _____
(Name of Bagger)
an Independent Contractor hereinafter called "Bagger" and Miramar Commissary hereinafter called "Commissary".

WHEREAS, the Bagger has been granted a license by the installation commander to lawfully enter the installation for the purpose of performing bagging and carry out services, it is mutually agreed between the parties as follows:

1. Commissary consents to the Bagger performing bagging and carry out services of the groceries purchased by Commissary patrons who desire Bagger's services.
2. Bagger expressly acknowledges that he/she is not an employee of the Commissary or the Defense Commissary Agency for any purposes and further acknowledges that he/she is not under the supervision, direction, or control of any employee of the Commissary. Bagger may not incur any obligations in the Commissary's name for any reason. Bagger has no authority to enter into contracts or agreements on behalf of the Commissary. This AGREEMENT does not constitute an offer of employment, employment, a partnership, a contract subject to the Federal Acquisition Regulations, or any other type of joint venture between the parties.
3. Commissary shall not pay, directly or indirectly, Bagger for his/her performance of bagging and carry out services for Commissary patrons. Bagger agrees to perform any and all bagging and carry out services directly for Commissary patrons on a voluntary basis in exchange for any monetary tips or contributions which the Commissary patrons may provide to the Bagger. Bagger understands that all groceries will be taken out to the customers car, and will return the empty carts used to carry the groceries. If the customer refuses to allow the bagger to carry the groceries the Bagger may allow the customer to carry their own. Any payments received by Bagger from Commissary patrons are on a for job basis.
4. Bagger is not restricted in any way from providing bagging and carry out services to others, including other grocery stores, supermarkets or any other types of establishments located on or off the military installation, which allow the use of bagging and carry out services. Bagger expressly acknowledges that the he/she may perform similar services to the general public without any interference by Commissary.
5. Commissary shall not be liable to Bagger for any business, travel, or other expense paid or incurred by Bagger in rendering services under this Agreement. Bagger shall supply at his/her sole expense, any clothing, smocks, hats, name tags, etc., used to identify the bagging and carry out services for Commissary patrons.
6. Because Bagger is engaged in his/her own independent bagging and carry out service business. Bagger is not eligible for and shall not participate in any employer pension, health, or other fringe benefit plan, of the Commissary. No workers' compensation shall be obtained by Commissary concerning Bagger. Bagger shall comply with the workers' compensation law concerning Bagger to the extent such law is applicable.
7. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Commissary on behalf of Bagger. Bagger shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Bagger understands and agrees that he/she is responsible to pay, according to law, his/her income taxes. Bagger further understands that he/she may be liable for Self Employment Contributions Act and hospital insurance taxes.
8. Bagger hereby assumes the entire responsibility and liability for any and all damage or injury of any kind or nature whatever to all persons, whether employees of the Commissary, patrons of the Commissary, or otherwise. Bagger

also hereby assumes the entire responsibility and liability for any and all damage to all property growing out of or resulting from the execution of work provided for in the AGREEMENT, including that resulting from the use of government furnished equipment. Bagger agrees to indemnify and hold harmless Commissary, its agents, servants and employees from and against any and all loss, expense, including attorneys' fees, damage or injury growing out of or resulting from or occurring in connection with the execution of the work herein provided for Commissary and Commissary patrons.

9. Bagger agrees to make proper payment for groceries which have been damaged or lost through his/her fault, as determined by the head bagger. Experiences has shown that the following minimize the change of damage to breakable, delicate, or perishable items:

- a. Dry goods should be bagged together, placing heavier items, such as sugar and flour, on the bottom; and lighter items on the top.
- b. Insulated bags should be used for ice cream and frozen food products.
- c. Refrigerated bags should be bagged together.
- d. Fresh produce items should be bagged together, with heavier items on the bottom and lighter/softer items on the top.
- e. Only pastries or bread should be placed on top of eggs.
- f. Pies should be placed on the top of portion of the bag, on a flat surface and right side up.
- g. Unless the customer requests otherwise, single plastic or paper bags are of sufficient quality to avoid the need for double bagging.

These examples are not all inclusive and Bagger expressly acknowledges, however, that the actual method used to avoid damaging Commissary's customer's purchases will be determined by himself/herself or the head bagger.

10. Bagger understands that the head bagger is another independent Contractor who is elected by all of the Baggers performing similar bagging and carry out services as those performed by Bagger under this AGREEMENT. The Bagger also understands that elections for the head bagger position are conducted at least annually in February, or more frequently if required. Bagger further understands that compensation for the head bagger will be agreed upon by all of the Baggers at the time of the election.

11. Bagger agrees to follow work schedules established by the head bagger. In the event the Bagger cannot work as scheduled, he/she agrees to notify the head bagger of this before hand.

12. Bagger declares that while performing all services to be provided under this AGREEMENT, he/she will conduct himself/herself in an appropriate fashion with respect to Commissary, Commissary's employees, and the patrons of the Commissary. Bagger will treat patrons with respect at all times, will not interfere with Commissary's cashiers, will not engage in "horseplay" or disruptive conduct, will not use profane, abusive, or offensive language, will not destroy, damage, or abuse government property, and will not consume alcoholic beverages or use or possess illegal or unauthorized drugs, including marijuana, while performing service under this AGREEMENT. Bagger understands that the head bagger may impose minor discipline for infractions of the Bagger's Standing Operating Procedure which includes a system of discipline adopted by a majority vote of the baggers and approve by the Commissary.

13. Bagger agrees to maintain a neat, clean appearance and follow generally accepted standards of personal hygiene.

14. Bagger declares that he/she has complied with all federal, state, and local laws, and all installation rules and regulations regarding business permits and licenses that may be required to perform the bagging and carry out services to be performed under this AGREEMENT.

15. Bagger expressly acknowledges that he/she has obtained permission to lawfully enter the installation to perform bagging and carry out services. This permission is commonly referred to as a license. Bagger will notify Commissary if this license expires or is revoked by the installation commander or his designee.

16. With reasonable cause, either party may terminate the AGREEMENT effective immediately upon the giving of reasonable notice of termination for cause. Reasonable cause shall include, but not be limited to, the following:

- a. Material violation of this AGREEMENT.
- b. Any willful or negligent act which exposes another person to injury or harm or results in property damage to any person, the Commissary or the installation, or exposes the Commissary to liability.
- c. Revocation or expiration of the license granted by the installation commander to enter the installation for the purpose of performing bagging and carry out services.
- d. A patron of customer complaints regarding Bagger, such as deficiencies relating to Bagger's bagging and carry out services, demeanor or behavior, language, etc.
- e. Any act which violates a federal, state, local or municipal law, and/or rules and regulations of the Commissary and/or the installation.

17. This AGREEMENT constitutes the entire understanding of the parties. The failure of either party to exercise any rights under this AGREEMENT for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach. If any part of this AGREEMENT shall be held unenforceable, the rest of this AGREEMENT will nevertheless remain in full force and effect. This AGREEMENT may not be assigned.

18. This AGREEMENT shall remain in effect until revoked, terminated for cause, or terminated by mutual consent of the parties.

IN WITNESS WHEREOF, we have set our hands and seals on the date indicated.

Bagger
Parent/Guardian Signature if Bagger is Under 18

Date

I certify that a bagger is required and that the person whose name is on this agreement is acceptable.

Head Bagger

Date

Accepted:

Commissary Officer

Date