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# GROCERY CONTRACT

Effective February 28, 1971 through  
February 23, 1974

between

**Retail Store Employees  
Union Local 789**

In Greater St. Paul Area of the Retail Clerks  
International Association and St. Paul Food  
Retailers' Association of Greater St. Paul and  
the Retail Chain Food Stores



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## ARTICLES OF AGREEMENT

THIS AGREEMENT entered into by and between the RETAIL STORE EMPLOYEES UNION LOCAL NO. 789, of St. Paul, Minnesota and vicinity, chartered by the Retail Clerks International Association, AFL-CIO, hereinafter referred to as the "Union", and

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hereinafter referred to as the "Employer".

### ARTICLE I — UNIT

It is recognized that the unit represented by the Union herein shall include regular full-time and part-time employees in the grocery and produce departments in ALL present and future stores of the Employer IN THE ST. PAUL METROPOLITAN AREA AND VICINITY, excluding supervisory employees as defined in Section 2 (11) of the Labor Management Relations Act of 1947 as amended, and meat department employees of the Employer.

"THE ST. PAUL METROPOLITAN AREA AND VICINITY" shall be understood to comprise an area enclosed by the following boundaries (where roads or rivers are involved, it shall be understood that the boundary shall lie at the center of the road and center of the river respectively): Using the 1971 Official Highway Map of Minnesota, issued by the Minnesota Department of Highways and starting at the northwest corner, which is a point caused by the intersection of Anoka County Road #14 and Lexington Avenue (East of Johnsville), the Western boundary goes south from that point following Lexington Avenue to Interstate Highway #35W, thence on #35W to the Minneapolis-St. Paul border (as shown on the map), thence follow the border line to the Mississippi River, and the Mississippi River to the south end of the Mendota Bridge, and from that point, on a straight line to a point lying one mile due East of Rosemount.

The southern boundary shall lie on a straight line from the point lying one mile due east of Rosemount, to a point on the St. Croix River lying two miles south of Hastings.

The northern boundary shall extend from the northwest corner, described above, and lies on a line going due East to the St. Croix River.

The eastern boundary shall follow the St. Croix River from the northeast point to the southeast point.

## ARTICLE II — UNION SHOP

A. 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 Article, the execution date of this Agreement shall be considered its effective date.

B. The Union shall have the right to appoint a steward. In no instance shall the steward be discriminated against for discharging his duties, provided such duties do not interfere with the regular performance of his work for the Employer or in any way interfere with the operation of the business.

C. The Employer agrees to deduct Union dues and initiation fees from the wages of employees in the bargaining until who voluntarily provide the Employer with a written authorization which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction will be made by the Employer from the wages of the employees during each calendar month and will be transmitted to the Union. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the deduction for such month shall nevertheless be made from the first wages of adequate amount next due the employee and will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of the employees for whom deductions were made.

The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund.

## ARTICLE III — HOURS AND WORK SCHEDULES

A. Work performed in excess of forty (40) hours per week and/or eight (8) hours per day shall be paid at the rate of one and one-half (1½) times the employee's rate of pay.

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Regular full-time employees shall be paid time and one-half ( $1\frac{1}{2}$ ) for all work performed on the sixth (6th) day of a regular work week, or on the fifth (5th) day of a holiday week.

B. No employee shall be required to work on the sixth (6th) day. ~~1977~~

C. There shall be no duplicating or pyramiding of overtime.

D. The Employer agrees to post by 3:00 P.M. ON FRIDAY a work schedule for all employees for the following week. Changes in the schedule will be held to a minimum consistent with efficient store operation and/or emergencies. This schedule shall also include the employee's noon lunch hour and days off.

E. No employee shall be required to work a split shift nor be discriminated against for refusal to do so.

F. Employees shall be guaranteed no less than three (3) hours of work each time they are scheduled to work or receive pay in lieu thereof.

Employees who are called in to work outside of their regular schedule shall receive no less than three (3) hours work or pay in lieu thereof, except in the case where such employee is called in to replace someone who has called in sick or to replace someone who has not reported to work as scheduled.

G. No employee shall be asked or permitted to wait on trade before the hour of 8:00 A.M. or on any customer who enters the shop after the scheduled closing time. It is agreed, however, that those customers who are in the shop at the scheduled closing time shall be waited upon. In cases of emergency when any employee is required to work on Sundays or holidays, he or she shall be paid one and one-half ( $1\frac{1}{2}$ ) times his or her regular rate of pay for time worked.

H. Any employee who is scheduled to work three and one-half ( $3\frac{1}{2}$ ) hours or more in a day shall be entitled to one (1) ten (10) minute rest period. Any employee who is scheduled to work seven (7) or more hours in a day shall receive two (2) ten (10) minute rest periods.

I. Any employee who has worked a regular full day shift and is required to work overtime during a regular scheduled night operation shall be entitled to a twenty (20) minute supper period paid for by the Employer. No employee who is entitled to a paid supper period shall be required to take such supper period earlier than three and one-half ( $3\frac{1}{2}$ ) hours after conclusion of the employee's noon lunch hour.

Any part-time employee who is employed at least six (6) hours in a workday shall be entitled to up to thirty (30) minutes for a lunch period without pay.

J. At least one (1) full-time employee shall be on duty during all hours of retail store operation. Full-time employees hired prior to May 31, 1962 need not accept a schedule which calls for straight-time work before the hours of 7:00 A.M. or after 6:00 P.M. However, such employees referred to above who were entitled to three (3) hours of work at time and one-half (1½) rates of pay under terms of the immediately preceding contract shall continue to receive such hours.

K. It is agreed that preference, if qualified, shall be given to the more senior regular full-time employees within the store in granting the more desirable schedule of hours.

It is agreed that no employee shall be required to work more than three (3) nights per week.

L. No employee shall be scheduled for less than twelve (12) hours per week, except those scheduled for the last working day of the week, who shall be scheduled for not less than six (6) hours.

#### ARTICLE IV — HOLIDAYS

A. It is agreed there shall be no retail store operation on any of the six (6) national holidays named below after 2:00 P.M. on Christmas Eve (except when Christmas Eve falls on a Monday when the closing hour will be 4:00 P.M.) nor after 6:00 P.M. on December 31st.

B. No employee shall be permitted or required to work on the following named holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, after 2:00 P.M. on Christmas Eve (4:00 P.M. when Christmas Eve falls on Monday), on the employee's anniversary date of employment, and on a Monday mutually agreed upon by seniority preceded by a Sunday off and followed by a scheduled Tuesday off. In case of conflict on anniversary dates, the day off shall be scheduled by mutual agreement, except if there is a clear case of seniority and then seniority shall apply.

C. If any of the above holidays fall on Sunday, except Christmas Eve, the following Monday shall be observed as the holiday.

D. Regular full-time employees shall be paid eight (8) hours times their straight time rate of pay for each of the above

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holidays except Christmas Eve which shall be paid on the basis of time lost because of the short work day in relationship to the normal quitting time for employees on that day. Employees shall not be rescheduled for the purpose of avoiding payment for time that would otherwise be lost.

E. Part-time employees (including regular full-time employees normally working less than forty (40) hours per week) shall be compensated at straight time for hours lost when a holiday occurs on a day when such employee is normally scheduled to work based on an average of hours worked on that day in the previous four (4) weeks preceding the holiday, provided such employees work the hours for which they are scheduled during the holiday week. Bagger-carryout employees shall not be entitled to such holiday pay.

F. In order to qualify for holiday pay, an employee must have worked in the week before the week in which a holiday occurs, the week in which the holiday occurs, or the week after the week in which the holiday occurs. In addition, the employee must work his scheduled workday before and the scheduled workday after the holiday unless excused by the Employer or unless absent due to proven illness. Eligibility for the floating holiday (formerly Grocer's Picnic Day) will be determined by assuming the holiday occurs on the third (3rd) Wednesday in July.

G. In weeks in which an entire day is celebrated as a holiday, the workweek shall be four (4) days of eight (8) hours each, or a total of thirty-two (32) hours.

During the week in which Christmas Eve occurs, the workweek shall be twenty-nine (29) hours; provided, however, that in the event Christmas Eve occurs in one workweek and Christmas Day in the next workweek, the first week shall be thirty-seven (37) hours and the second week thirty-two (32) hours.

When Christmas Eve falls on Sunday, the preceding week shall be forty (40) hours and the following week will be thirty-two (32) hours. When Christmas falls on Tuesday, the workweek will be thirty-one (31) hours.

## ARTICLE V — DEFINITIONS

A. A regular full-time employee shall be an employee who normally works MORE THAN TWENTY-FOUR (24) hours per week.

B. A part-time employee shall be an employee who normally works twenty-four (24) hours or less per week.

C. BAGGER and/or carryout boys shall not be utilized to check out merchandise on the cash register, price or stock merchandise. If a carryout boy performs any of the foregoing duties, he shall be paid the starting part-time rate of pay the entire day.

D. Employees may be assigned to a night stocking crew provided, however, no regular full-time employee hired prior to February 23, 1965 may be required to accept such assignment.

## ARTICLE VI — WAGES

A. The minimum hourly rates of pay for the classifications covered by this Agreement are contained in APPENDIX "A" attached hereto and made a part of this Agreement.

Provisions for Sunday operation are contained in APPENDIX "B" and made a part of this Agreement.

B. All new full-time and part-time employees who have had previous grocery EXPERIENCE and who have been members of the Retail Clerks International Association will be given credit irrespective of whom they worked for and their starting pay shall be based in accordance with experience they have had according to the schedule for THE CLASSIFICATIONS contained in APPENDIX "A" hereof.

1. Credit for experience shall be given only in the event:
  - a. That the application for employment furnished by the employee to the Employer indicates the previous employment which shall constitute the basis for determination;
  - b. That the employee has not been out of the industry in excess of three (3) years immediately preceding the application for employment; and
  - c. If the employer questions the experience claimed by the employee, he must do so within fifteen (15) days from the initial date of employment in writing, otherwise, credit claimed must be recognized. If proof is requested, the employee must present such proof within ninety (90) days from date of employment.
2. When a part-time employee is permanently promoted to a regular full-time position, he will receive credit for all part-time hours worked pursuant to the Provisions of ARTICLE VI, B, except that 1040 hours of part-time employment will be subtracted from the total number of part-time hours worked by said employee. Such employee will be paid in accordance with the progression scale set

forth in APPENDIX "A" on the basis that 1040 hours of credited part-time employment shall be considered as equivalent to six (6) months of regular full-time employment.

3. After 2080 hours of employment, part-time employees will advance to the beginning stocker or cashier-clerk rates of pay and will progress on the basis of hours worked: six (6) months equals 1040 hours worked and one (1) year equals 2080 hours worked.
4. A part-time employee, as defined in ARTICLE V, who works in any one week in excess of twenty-four (24) hours Monday through Saturday shall be paid the beginning regular full-time rate of pay during that week only. When he works twenty-four (24) hours or less Monday through Saturday, the employee shall be paid his part-time rate of pay.

## ARTICLE VII — SENIORITY

A. Seniority within each signatory company shall prevail throughout the operation within the bargaining unit.

B. Seniority on a store-wide basis shall prevail in the instance of layoff and rehire for all regular full-time employees who have been employed more than thirty (30) days.

C. Seniority on a company wide basis shall prevail in the instance of layoff and rehire for all regular full-time employees who have been employed by the company in excess of six (6) months.

D. If an employee is transferred by the Company, he shall retain his accumulated experience for the purpose of acquiring and retaining seniority.

E. Seniority shall be separate by classification for regular full-time employees.

F. If two (2) or more part-time employees are scheduled in the same store and the employee with less service is scheduled for more hours, the older employee will have the right to claim the junior employee's schedule. The claim must be made in writing to the store manager and the employee asserting the claim must be qualified to perform the duties involved.

G. Part-time employees shall have the option of notifying the Employer and Union in writing of their desire to obtain full-time employment. Employees who so notify the parties shall be given preference in accordance with seniority for full-time employment, if qualified, for an available opening.



Bagger-carryout shall have a similar option under the same conditions for part-time employment with the store.

H. BAGGER-CARRYOUT employees shall not acquire seniority.

## ARTICLE VIII — DISCHARGE

A. No employee shall be discharged except for just cause.

The properly accredited officers or representatives of both parties to this Agreement shall be authorized to settle any dispute arising out of a discharge. Complaints regarding unjust discharge must be filed in writing with the Union within seven (7) calendar days of such discharge or layoff or the member nullifies any further claims regarding same.

## ARTICLE IX — VACATIONS

A. 1. Employees covered by this Agreement who have had one (1) year of service with said Employer or in said store shall receive one (1) week vacation with pay as of June 1.

2. Employees with two (2) years of continuous service with said Employer shall receive two (2) weeks' vacation with pay each year as of June 1.

3. Employees with eight (8) years of continuous service with said Employer shall receive three (3) weeks' vacation with pay each year as of June 1.

4. Employees with sixteen (16) years (effective 1-1-72) continuous service with said Employer shall receive four (4) weeks' vacation with pay each year as of June 1.

B. 1. Vacations for full-time employees will be computed on the basis of average hours worked per week with straight time pay up to forty (40) hours and time and one-half (1½) pay on those hours over forty (40).

2. Full-time employees who have worked 1600 hours or more on his anniversary year of employment shall be entitled to a full vacation period with pay based on forty (40) hours. If a full-time employee works less than 1600 hours in his anniversary year, he shall receive one-tenth (1/10th) of a full vacation for each 160 hours worked.

C. Unless discharged for just cause, full-time employees who are permanently terminated shall receive vacation pay on a prorated basis provided they have been employed for more than one (1) year of continuous employment.

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D. Any part-time or bagger-carryout employee who works 1040 hours during a twelve (12) month period from his anniversary date shall be entitled to a prorated vacation based upon his straight-time rate of pay at the time of taking vacation.

E. Paid vacations for those part-time employees averaging less than 1040 hours (except bagger-carryout) per year shall be granted based on average hours worked during the anniversary year, but limited to not more than one (1) week, effective 1-1-72.

F. Vacations shall consist of consecutive working days.

G. Vacations shall be taken during the summer months unless otherwise agreed to between the Employer, employee and the Union.

H. All employees shall receive their vacation pay at the time they take their vacation.

I. If a holiday occurs during an eligible employee's vacation, the employee shall be paid an additional day's pay or given an additional day off with pay in addition to the vacation pay.

## ARTICLE X — LEAVE OF ABSENCE

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A. An application for leave of absence must be in writing and directed to the attention of the Personnel Department. All leaves of absence shall be granted in writing to the employee. No leave of absence under this Section A shall exceed ninety (90) days in any one year of employment. The employee will be reinstated without loss of seniority.

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B. In case of accident, injury or sickness, which renders the employee unable to work, an automatic leave of absence shall be granted covering a period of time equal to one-half (1/2) the amount of service time accrued by the employee, but limited to a maximum of not more than three (3) years. The employee must be able to pass a physical examination upon return to work if requested.

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In case of injury on the job, the employee shall be paid for the full scheduled day, providing the doctor verifies that the employee was unable to return to work.

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C. In the instance of pregnancy, a married employee shall be required to take a leave of absence no later than the fifth (5th) month of pregnancy, and shall return to work when physically able. However, in no event shall this exceed six (6) months following the birth. The employee shall not accumulate seniority when on pregnancy leave.

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D. Each employee, after thirty (30) days of employment, shall be entitled to up to a maximum of three (3) days of leave with pay in the event of a death occurring within his immediate family. Immediate family is defined as including only the employee's spouse, parents, children, brothers, sisters, mother-in-law and father-in-law. The intent of this section is to provide pay for actual time lost.

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E. An employee shall immediately notify his Employer upon receiving a call for jury duty. When a regular full-time employee is required to serve on a petit jury, the Employer agrees to pay the difference between jury pay and the employee's earnings for a forty (40) hour week at his straight-time rate of pay. Such an employee must report for work whenever his presence is not required on jury duty.

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F. Any employee entering into the military service of the United States shall be entitled to reinstatement as an employee if required by law.

## ARTICLE XI — GRIEVANCE AND ARBITRATION PROCEDURE

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A. The Union agrees that during the term of this Agreement, there shall be no strike by the Union or its employees. The Employer agrees that there shall be no lockout during the term of this Agreement.

B. When a grievance arises in a store, the employee (with or without the Union representative) may attempt first to settle the matter with his immediate supervisor. In the event that this is unsuccessful, the representative of the Union shall be called so that the matter may be settled without loss of time to either party.

C. If the grievance cannot be resolved on a local level, a representative of the Employer and a representative of the Union shall, within a calendar week, attempt to reach a settlement of the controversy, dispute or disagreement.

D. In the case of wage discrepancies, the Employer agrees to submit to the Union upon request from the Union any and all wage data concerning same.

E. Any claimed grievance of any kind to be acted upon or accepted as valid for any reason, must be filed in writing with the Employer and the Union within thirty (30) calendar days of each alleged act of violation, except that back pay on grievances involving the failure of the Employer to grant wage in-

creases in accordance with the contract, and those involving the failure to pay carry-out and baggers the proper rate of pay when they do stock work, shall be collectable over a period of time covering two (2) years or back to the effective date of the contract, whichever is more.

F. Any controversy over the interpretation of or the adherence to the terms and provisions of this Agreement, including all claims for wages which cannot be settled by negotiation, shall be submitted to arbitration by either party notifying the other involved in writing of its desire to do so.

G. **Board of Arbitration:** The Board of Arbitration shall be composed of one (1) representative of the Union, one (1) representative of the Employer, and a third (3rd) neutral party selected by agreement of the first two (2). The parties must select their representatives within five (5) calendar days of receiving written notice of desire to arbitrate. If these two (2) cannot agree upon the selection of the third (3rd) neutral party within seven (7) calendar days from the date of their selection, either party may call on the State Labor Conciliator of the State of Minnesota to submit a list of five (5) arbitrators. The Union and the Employer representative shall alternately strike one (1) name from the list of five (5) until only one (1) name remains, who, then, shall be appointed the neutral member of the Board. The party making the request for arbitration shall strike the first (1st) name. The Board of Arbitration shall meet promptly and shall hear all the evidence in the case or cases referred to it and render its majority decision thereon within seven (7) calendar days of the date of the final submission of the case to it. Each party shall bear the expense of presenting and preparing its own case and the expense, including any if such there be, in connection with the neutral member, to be borne equally by the parties. There shall be no recourse to any other method of settlement unless a party fails to accept and comply with the award, in which case, the award may be enforced by further action of the party in whose favor such award has been given. The majority decision of this Board of Arbitration shall be final and binding upon all parties involved.

H. **STATUS QUO:** During the period of adjustment or arbitration, as provided in this Article, the conditions in effect at the time of the notification of the claimed grievance shall continue in effect pending final decision.

I. **LIMITATIONS ON ARBITRATOR.** The arbitrator shall not have the authority to decide questions involving the jurisdiction of any local, or of the International, or which may in any way affect or change the union security clause, nor shall the

arbitrator have the authority to effect a change in, modify or amend any of the provisions of this Agreement.

J. **TIME LIMITS:** The time limits set forth above may be extended by mutual agreement.

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## ARTICLE XII — GENERAL PROVISIONS

A. **Linens and Uniforms:** In the event the Employer requires his employees to wear a uniform or insignia, the Employer shall furnish and maintain same. In the event the Employer furnishes to the employees drip-dry uniforms and the employees accept same, the employees shall launder the uniforms.

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B. **Discrimination:** No employee shall be discriminated against on account of his or her age providing such employee qualifies and properly performs his or her duties.

C. **Union Store Card:** The Union agrees to issue a union store card and/or window decals to the Employer under the rules governing union store cards set forth in the constitution of the Retail Clerks International Association. Such union store card and decals are, and shall remain, the property of said International Association, and the Employer agrees to surrender said union card and/or decals to the authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said union store card and/or decals are issued.

The Employer shall display such union store cards and decals in conspicuous areas accessible to the public in each establishment covered by this Agreement.

D. **Conflicting Agreements:** No employee shall be asked or permitted to make any written or verbal agreement that will conflict with this Agreement. No employee shall have his or her wage reduced who may be paid over the minimum wage called for in this Agreement, nor shall employees be reclassified to defeat the purpose of this Agreement.

E. **Picketing:** It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line of a legally striking union.

F. **Labor Management Committee:** A committee composed of three (3) representatives of the Union and three (3) representatives of the Employer shall be established for the purpose of studying and attempting to resolve Union-Industry problems as they occur, particularly having in mind shelf stocking as covered by this Agreement. The committee shall meet for the purpose of setting up rules of procedure.

**G. Waivers:** The settlement of any one violation of this Agreement shall not constitute a waiver of the particular provisions violated or of any other provisions of this Agreement, and shall not constitute a waiver of any subsequent violation of any provision of this Agreement.

**H. Furnish Help:** Local #789 will at all times endeavor to furnish reliable, competent help and further agrees to promote the best interest of the Employer at all times.

**I. Access to Store:** The duly authorized representative of the Union shall be permitted access to the store at reasonable times provided he conducts himself so as not to interfere with the operation of the Employer's business.

**J. Union Membership and Employers:** No individual Employer shall be required to belong to the Union. However, no more than two (2) partners or proprietors or bona fide officers of a corporation shall be permitted to work in a grocery department. All others are to be members of the Union.

## ARTICLE XIII — SHELF STOCKING

**A.** The following items may be stocked by suppliers: Bakery goods, cookies, dairy products (defined as milk, cream, butter, cottage cheese and ice cream), cosmetics, baby foods, spices, household wares and magazines. The stocking of these items will be held to the minimum consistent with good operation. The above limitation shall not apply to the setting up of an initial display.

**B.** It is further agreed that cookie salesmen will not be permitted to stock shelves in a particular store more than once during a calendar week. In addition, in the instance of displays which exceed ten (10) cases of merchandise, one employee within the bargaining unit will assist the displayman.

## ARTICLE XIV — SEPARABILITY

**A.** Nothing contained in this Agreement is intended to violate any Federal Law, rule or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will within thirty (30) days begin negotiations to replace said void part with a valid provision. It is agreed, however, that either party to this Agreement shall have the privilege of appeal to the final Appellate Court of competent jurisdiction.

## ARTICLE XV — HEALTH AND WELFARE INSURANCE

A. The Employer agrees to continue to pay to the jointly trusted Health and Welfare Trust Fund, known as the St. Paul Retail Grocery Clerks Health and Welfare Fund, the sum of Twenty-eight and no/100 Dollars (\$28.00) per month on behalf of all employees who work an average of twenty-five (25) hours or more per week during the previous month by the fifteenth (15th) day of the month based on hours worked in the previous month. Contributions for new employees will not be paid until the first of the month following a full thirty (30) days of employment.

Effective September 1, 1971 (which means on August hours), the Employer agrees to increase said contributions by Thirteen and no/100 Dollars (\$13.00) per month, making a total contribution of Forty-one and no/100 Dollars (\$41.00) per month.

Effective September 1, 1972 (which means on August hours), the Employer agrees to increase said contributions by Twelve and ninety-five/100 Dollars (\$12.95) per month, making a total contribution of Fifty-three and ninety-five/100 Dollars (\$53.95) per month.

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In addition to the contributions, provided above, the Employer further agrees to pay to the Health and Welfare Trust Fund, Six and fifty/100 Dollars (\$6.50) per month on behalf of those employees who average less than twenty-five (25) hours per week and who work on at least one day each week during the previous month, effective May 1, 1972 (which means on April hours).

Bagger-carryout shall be excepted from this provision unless, such employee performs work which requires the part-time rate of pay, as provided under Section C of Article V, and who works on at least one day each week during the previous month which requires the part-time rate of pay, and in that case, the contribution to the Fund on such employee, shall be required.

B. Employees who work an average of twenty-five (25) hours or more per week and thereby, qualifying for payments to be made for them into the Trust Fund, will have such payments discontinued on being reduced to less than an average of twenty-five (25) hours per week for the eight (8) week period next preceding the date payments to the Health and Welfare Fund are due.

C. The Employer agrees to pay the contributions for those qualifying for one (1) month following termination of employment.

D. Employees hired or scheduled for vacation relief purposes and working twenty-five (25) hours or more per week between Memorial Day Week through the second Saturday in September shall not have payments made on their behalf as required for those employees averaging twenty-five (25) or more per week. If such an employee is retained on such a schedule after that period of time, a contribution to the Fund will be made in September based on hours worked in August.

E. The Employer hereby agrees to execute and be bound by the existing Trust Agreement or Joinder Agreement covering the aforesaid Fund and any amendments thereto, without delay.

## ARTICLE XVI — PENSION

### SECTION 1.

The Employer agrees to continue to pay eight cents (8¢) per hour, (heretofore provided for) for all hours worked up to and including forty (40) hours per week by members of the bargaining unit (except Bagger-carryout employees) including hours of holiday and vacation pay into the Milwaukee Area Retail Food Clerks Pension Fund which is jointly administered by the Union and the Employer as provided in a Trust Agreement establishing such Pension Fund.

Effective May 1, 1972, the Employer agrees to increase said contribution by four cents (4¢), making a total contribution of twelve cents (12¢) per hour.

No contributions shall be made by the Employer for any employees off the job for any reason other than the above-mentioned holidays and vacation periods.

### SECTION 2.

Said Pension Fund shall be used to provide pension benefits for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the trustees of the Fund; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income therefrom shall be paid out of the Pension Fund.

### SECTION 3.

The Employer hereby agrees to execute and be bound by the existing Trust Agreement or Joinder Agreement covering the aforesaid Fund and any amendments thereto, without delay.



#### **SECTION 4.**

It is agreed by and between the parties hereto, that when the Employer begins contributions to the Pension Fund, those employees covered by this Agreement shall automatically cease to participate in the Employer's retirement plan then in effect.

### **ARTICLE XVII — RETROACTIVITY**

The provisions of this Agreement shall be effective the Monday following the execution of this Agreement except as otherwise provided, and all wage increases will be retroactive on all hours, including overtime hours. Employees who have terminated will have until June 15, 1971 to apply in writing to the Employer for retroactive compensation.

### **ARTICLE XVIII — SUCCESSOR**

In the event of sale of any store or stores covered by this Agreement, the new owner shall recognize the Union and the contract with all its provisions, and grant to all employees all rights and benefits provided for thereunder, including all seniority and service time accumulated, except that the new owner shall have a thirty (30) day probation period applied to all employees and may request, in addition thereto, another thirty (30) days in respect to any individual whom the employer has reason to doubt his (her) performance.

### **ARTICLE XIX — TERM OF AGREEMENT**

THIS AGREEMENT shall take effect February 28, 1971, and shall continue in full force and effect through the 23rd DAY OF FEBRUARY 1974, and shall continue from year to year thereafter unless either party serves notice in writing upon the other party sixty (60) days prior to the expiration date of its desire to terminate, modify or amend provisions of this Agreement. APPENDIX "A" AND "B" ARE ATTACHED HERETO AND MADE A PART HEREOF.

ARTICLE XIX — TERM OF AGREEMENT

DATED: This \_\_\_\_\_ day of \_\_\_\_\_, 1971.

EMPLOYER:

By \_\_\_\_\_

UNION:

RETAIL STORE EMPLOYEES UNION,  
LOCAL NO. 789

By \_\_\_\_\_

# APPENDIX "A" WAGES

2/28/71 8/29/71 2/27/72 8/29/72 2/25/73 8/26/73

Ass't. Manager/  
 Head Stock Clerk... \$4.465 \$4.865<sup>25</sup> \$5.115<sup>25</sup> \$5.365 \$5.615<sup>20</sup> \$5.815

Head Produce Clerk.. 4.465 4.865 5.115<sup>25</sup> 5.365 5.615 5.815

Head Dairy and  
 Frozen Food Clerk... 4.265 4.665<sup>25</sup> 4.915 5.165 5.415 5.615

Head Cashier ..... 3.70 4.00<sup>20</sup> 4.20<sup>20</sup> 4.40 4.60<sup>15</sup> 4.75

### Stockers (Full Time) Apprentice Rates:

First six months.... \$3.32 \$3.64<sup>20</sup> \$3.84<sup>20</sup> \$4.04 \$4.24 \$4.40

Second six months.... 3.465 3.795<sup>21</sup> 4.005<sup>20</sup> 4.215 4.425 4.595

After one year..... 3.62 3.97<sup>22</sup> 4.19<sup>22</sup> 4.41 4.63 4.80

After two years..... 3.885 4.255<sup>23</sup> 4.485<sup>23</sup> 4.715 4.945 5.135

### Journeyman Rate:

After three years.. 4.165 4.565<sup>25</sup> 4.815 5.065 5.315<sup>20</sup> 5.515

### Cashier (Full Time) Apprentice Rates:

First six months.... \$2.86 \$3.10<sup>16</sup> \$3.26 \$3.42 \$3.58 \$3.70

Second six months.... 2.98 3.235<sup>17</sup> 3.405 3.575 3.745 3.875

After one year..... 3.10 3.36<sup>18</sup> 3.54 3.72 3.90 4.03

After two years..... 3.28 3.56<sup>17</sup> 3.75 3.94 4.13 4.27

### Journeyman Rate:

After three years.. 3.525 3.825<sup>25</sup> 4.025 4.225 4.425<sup>15</sup> 4.575

### Part-time Help:

0 - 1040..... \$2.15 \$2.275 \$2.40

1040 - 1560..... 2.50 2.68 2.86

1560 - 2080..... 2.62 2.87 3.12

After 2080 hours.... Full-Time Rate Full-Time Rate Full-Time Rate

After 2080 hours of employment, part-time employees will advance to the beginning stocker or cashier-clerk rates of pay and will progress on the basis of hours worked: Six months equals 1040 hours worked and one year equals 2080 hours worked.

### Bagger/Carryout:

0 - 1040 hours .... \$1.80 \$1.85 \$1.90

1040 - 1560..... 1.90 1.95 2.00

1560 - 2080..... 1.95 2.00 2.05

## APPENDIX "A" WAGES (Cont'd)

It is agreed that there will be a Head Produce Clerk and either an Assistant Manager or Head Stock Clerk in each store.

An employee assigned to be in charge of the Dairy and Frozen Food Department shall be designated as Head Dairy and Frozen Food Clerk. Where an Employer has an employee in charge of the Dairy case and another in charge of Frozen Food, one or the other must be designated as filling the Head Classification and paid the Head rate of pay.

An employee regularly assigned to record keeping and bookkeeping functions in addition to the normal duties of a cashier will be designated as the Head Cashier. There shall be no more than one (1) Head Cashier per store and only in instances where the described additional duties have been assigned to an employee.

83 12/1  
Night Stocking compensation shall be on the basis of the employees contract rate of pay contained herein, plus a twenty-five (25¢) cent per hour premium for all hours worked after store closing or 10:00 P.M., whichever is earlier and prior to 7:00 A.M.

## APPENDIX "B" — SUNDAY OPERATION

Retail operation on Sundays shall be permitted and the following provisions shall apply:

- 26-2
1. Work on Sundays for all employees on the payroll on March 15, 1971 shall be voluntary on the part of the employee and no employee in this category shall suffer any duress or discrimination for the purpose of influencing such employee to volunteer for Sunday work.
  2. For those who do volunteer, Sunday work shall be rotated among qualified employees so as to distribute the Sunday work equally between the volunteers.
  3. No less than two (2) full-time employees shall be scheduled each Sunday the store is open for operation and they shall be guaranteed eight (8) hours of work or pay in lieu thereof.

4. Rates of pay shall be as follows:

319-21  
200  
Until ten (10) store units are open on Sunday which are covered by the terms of this contract the rates shall be: Double and one-half ( $2\frac{1}{2}$ ) the straight time rate for full-time. One and one-half ( $1\frac{1}{2}$ ) the straight time rate for part-time and bagger-carryout.

At such time when no less than ten (10) store units are operating on Sunday, the rates shall be:

Double (2) the straight time rate of pay for full-time. Straight time rate of pay plus fifty cents (50¢) per hour premium for part-time and bagger-carryout.

973-74  
60  
5. Time worked on Sunday during retail store operations shall be outside of the basic work week. The basic work week is considered Monday through Saturday for the purpose of this Appendix "B".

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U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C. 20212



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May 7, 1971

~~JUN 30 1971~~ - run.

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Retail Clerks International Association  
418 Auditorium Street  
St. Paul, Minnesota 55102

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the St. Paul Food Retailers Association (covering the following stores as listed on the reverse side), located in St. Paul, Minnesota and the Retail Clerks International Association local #789. The agreement we have on file expired in February 1971. Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) 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. We would also appreciate your sending us copies of your Health Insurance and Pension Plans. 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,

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

*Geoffrey H. Moore*  
GEOFFREY H. MOORE  
Commissioner

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 1400
2. Number and location of establishments covered by agreement 80
3. Product, service, or type of business RETAIL GROCERY STORES
4. If previous agreement has been extended without change, indicate new expiration date \_\_\_\_\_

*Jerome Richards*  
(Your name)  
418 Auditorium St.  
(Business Address)

Sec. Treas.  
(Position)  
St. Paul, Minn.  
(City and State)

Identification of employer or employer group	Name of union	Number of employees normally covered by agreements
1. Red Owl 2. <del>Kroger</del> <i>Piggly Wiggly</i> 3. Foodtown 4. National Country Club 5. Applebaum Super Markets		