

# CONTRACT

Effective February 23, 1965 through February 22, 1968

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

## 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 \_\_\_\_\_

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 of the Employer, excluding supervisory employees as defined in Section 2 (II) of the Labor Management Relations Act of 1947 as amended and meat department employees of the Employer.

### 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 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 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, whose duties shall be to check Union cards and report any irregularities to the Union office. In no instance shall the steward be discriminated against for discharging such 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.

### ARTICLE III — HOURS

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

B. Regular full-time employees shall be paid time and one-half (1½) for all work performed on the sixth (6th) day of a regular work week, or on the fifth (5th) day of a holiday week.

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

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

E. The Employer agrees to post during the current week 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.

F. 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 (1½) times his or her regular rate of pay for time worked.

All other work before 8:00 A.M. or after 6:00 P.M., and on Sundays and holidays, will be paid for at the rate of one and one-half (1½) times his or her regular rate of pay for time worked unless specifically stated otherwise elsewhere in this agreement.

G. A regular full time employee shall be entitled to a ten (10) minute rest period for each four (4) hours worked, not to exceed two (2) per day. No rest period shall be scheduled or required to be taken until an employee has worked one (1) hour. Rest periods shall be taken on straight time hours only.

Any part time employee shall receive a rest period of ten (10) minutes for any shift of not less than four (4) hours, unless broken by a meal period.

H. 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 (3½) hours after conclusion of the employee's noon lunch hour.

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

I. At least one regular full time employee shall be on duty during all hours of retail store operation.

Regular full time employees shall have first preference in accordance with their seniority for night work. Such hours shall, however, be equitably distributed. This language shall not be interpreted to mean that the employee may choose the particular night he wishes to work, nor shall it mean that any employee is entitled to work more than one night during a calendar week.

J. 1. It is further provided that in lieu of the provisions set forth in this Article III the regular work week for new full time employees hired after May 31, 1962, need not be scheduled between the hours of 8:00 A.M. and 6:00 P.M. in the case of female employees (7:00 A.M. and 6:00 P.M. in the case of male employees). The hours worked after 6:00 P.M. on Wednesday, Thursday, and Friday will be paid at the rate of time and one-half (1½) and will be counted as part of the regular work week. Hours worked after 6:00 P.M. on Monday and Tuesday shall be paid at the straight time rate of pay plus a ten (10c) night premium.

2. Present employees who volunteer to accept a work week scheduled on the same basis as new employees may be so scheduled and the hours worked after 6:00 P.M. will be counted as part of the regular work week. The employee's request should be in writing to the company and the union. After an employee has agreed to accept such a work schedule (as provided in subsection (1) of (J) Article III, he may not later insist on the daytime work week as set up in this Article III.

3. But in any event regular full time employees shall not be required to work in excess of two nights per week.

4. Present employees entitled to one night of work under I above shall retain that preference.

5. Any part time help who are not used to wait upon the public, but rather in such tasks as carrying out packages, stocking shelves, or other such work, shall receive overtime rates when such employees work in excess of eight (8) hours per day or forty (40) hours per week. Such employees shall be paid the straight time rate of pay for their classification plus a night premium of ten cents (10c) per hour for all hours worked after 6:00 P.M.

All part time employees hired after May 31, 1962, shall be paid under the terms of this Section J (5) of Article III for work performed on Monday and Tuesday evenings after 6:00 P.M. irrespective of the fact that they do wait upon the public.

K. Part time employees shall be scheduled for not less than ten (10) hours per week except those scheduled for the last working day of the week who shall be scheduled for not less than five (5) hours.

### ARTICLE IV — HOLIDAYS

A. It is agreed there shall be no retail store operations on Sundays, Holidays, after 6:00 P.M. on days preceding holidays, nor 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.

B. No employee shall be permitted or required to work on Sunday or the following holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; after 2:00 P.M. on Christmas Eve (except as provided in paragraph (A) of this Article); Christmas Day; and a Monday mutually agreed upon by seniority followed by a scheduled Tuesday off.

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 holidays except Christmas Eve which shall be paid on the basis of time lost because of the short work day. (For the purpose of computing Christmas Eve pay, 6:00 p.m. shall be considered normal closing time.)

E. Regular part time employees shall be compensated at straight time for hours lost when a holiday occurs on a day when such employee is normally scheduled to work, providing such regular part time employees work the hours for which they are scheduled during the holiday week.

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 work day before and 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. 1. In weeks in which an entire day is celebrated as a holiday, the work week shall be four (4) days of eight (8) hours each or a total of thirty-two (32) hours.

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

3. 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 Eve falls on Monday, the work week shall be thirty-one (31) hours.

#### ARTICLE V — DEFINITIONS

A. A regular full time employee shall be an employee who normally works forty (40) or more hours per week between the hours of 8:00 A.M. and 6:00 P.M.

B. Effective October 1, 1965, a regular part time employee shall be an employee who normally works in excess of twenty-four (24) hours per week during the hours of 8:00 A.M. and 6:00 P.M. Monday through Saturday.

C. A part time employee shall be an employee who normally works twenty-four (24) hours or less per week between the hours of 8:00 A.M. and 6:00 P.M. Monday through Saturday.

D. Effective the Monday following date of execution of this Agreement, hours worked on night stocking shall be considered as being worked between 8:00 A.M. and 6:00 P.M. for the purpose of qualifying for regular part-time or regular full-time status.

Employees may be assigned to a night stocking crew between the hours of 7:00 P.M. and 7:00 A.M., provided, however, no regular full time employee now employed may be required to accept such an assignment.

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

#### ARTICLE VI — WAGES

A. The minimum hourly rates of pay for classifications covered are contained in Appendix A attached hereto 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 full time and part time male and female employees 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 two (2) years immediately preceding the application for employment, and

c. That the experience claimed can be substantiated within ninety (90) days after employment by the employee through correspondence with the former employers.

C. 1. 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 an employee will be paid in accordance with the progression scale set forth in Appendix "A" Section (A) and (B) on the basis that 1040 hours of credited part time employment shall be considered as equivalent to six (6) months of regular full time or regular part time employment.

2. A part time employee, as defined in Article V, who works in any one week in excess of twenty-four (24) hours between 8:00 A.M. and 6:00 P.M. Monday through Saturday, shall be paid the beginning regular full time rate of pay during that week only. When he works less than twenty-four (24) hours between 8:00 A.M. and 6:00 P.M. 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. Regular part time employees shall be entitled to preference within the particular store in case of layoff provided they have been so classified during the previous six (6) months.

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

F. If a part-time employee is employed in more than one store, his hours worked in all stores shall be accumulated to determine whether he is entitled to store seniority under Section (D) of this Article. When such an employee acquires seniority he will be placed on the seniority list of the first store to which he was assigned.

G. Seniority shall be separate for male and female employees.

H. If two 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.

I. Employees whose primary duties consist of carrying out packages and bagging shall not acquire seniority.

J. Seniority shall not be interrupted by absence of not more than ninety (90) days due to proven illness or injury, provided, however, that in event of injury on the job, seniority shall not be interrupted so long as the employee is off the job, unless the employee is determined permanently disabled under the Minnesota Workmen's Compensation law. The employee must be able to pass a physical examination upon return to work if requested. Layoff in excess of one (1) year shall terminate 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 ten (10) 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 twenty (20) years of 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 within five (5) days during the work week to be paid at the straight time rate of pay for each employee.

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. If a full time employee works less than 1600 hours in his anniversary year he shall receive one-tenth (1/10) 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 pro-rated basis provided they have been employed six (6) months or more from their anniversary date of employment.

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

E. Vacations shall consist of consecutive working days.

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

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

#### ARTICLE X — LEAVE OF ABSENCE

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.

B. 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.

C. 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, or sisters.

D. 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.

E. 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

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 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 fifteen (15) calendar days of each alleged act of violation.

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 representative of the Union, one representative of the Employer and a third neutral party selected, by agreement of the first two. The parties must select their representatives within five (5) calendar days of receiving written notice of desire to arbitrate. If these two cannot agree upon the selection of the third 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 name from the list of five, until only one name remains, who, then, shall be appointed the neutral member of the Board. The party making the request for Arbitration, shall strike the first 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.

#### 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.

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. Store Card: The Union Store Card is the property of the Retailers Clerks International Association and is loaned to Employers for display who sign and abide by the terms of 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 when such picketing has the approval and sanction of the Policy Committee of the St. Paul Trades & Labor Assembly.

F. Labor Management Committee: A committee composed of three representatives of the Union and three representatives of the Employers 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 No. 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 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 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 & WELFARE**

A. It is hereby agreed that a jointly administered health and welfare trust agreement will be established and become a part of this agreement as prescribed under various federal and state laws, and that payments into this trust fund will be in lieu of all present employer established programs, including life insurance, sickness and accident insurance, hospitalization and surgical insurance, and any other forms of insurance now in practice.

B. The employer agrees, effective March 1, 1966, to pay to the health and welfare trust fund up to \$26.00 per month on behalf of employees who work an average of twenty-five (25) hours or more per week during the previous month. The first payment will be due on the 15th day of the month beginning March 15, 1966 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 days of employment.

C. The union will determine, prior to March 1, 1966, the exact amount of the contribution to be made to the trust fund. Any difference between the actual contribution and the amount of \$26.00 per month will be converted to a wage increase to be paid to regular full time and regular part time employees effective February 23, 1966.

D. Employees qualifying for payments to be made for them into the trust fund will have payments discontinued on being reduced to less than an average of twenty-five (25) hours per week for the eight week period next preceding the date payments to the health and welfare fund are due.

E. The employer agrees to pay the contributions for those qualifying for one month following termination of employment.

F. Employees hired or scheduled for vacation relief purposes and working twenty-five (25) hours or more per week between Memorial Day week through the 2nd Saturday in September shall not have payments made on their behalf. If such an employee is retained on a such a schedule after that period of time, a contribution to the health and welfare trust fund will be made in September based on hours worked in August.

**ARTICLE XVI — RETROACTIVITY**

A. 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 worked, including overtime hours, but the maximum retroactivity to any one employee will be ten (10c) cents per hour for straight time hours and fifteen (15c) cents per hour for overtime hours. Employees who have terminated will have until September 11, 1965, to apply in writing to the employer for retroactive compensation.

**ARTICLE XVII — TERM OF AGREEMENT**

A. This Agreement shall take effect February 23, 1965, and shall continue in full force and effect through the 22nd day of February 1968, 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1965.

Signed: For the Employer:

Signed: For the Union:

**APPENDIX "A" — WAGE SCHEDULE**

A. Regular full-time and regular part-time (Male):

	Effective 2/23/65	Effective 2/23/66	Effective 2/23/67
First 6 Months	\$2.39	Wage rates in this category are to be increased 2/23/67 by ten (10) cents per hour. However actual rates are dependent on the application of Health & Welfare payments provided for in this contract and whether or not rates will be increased 2/23/66.	
Second 6 Months	2.49		
After 1 year	2.625		
After 2 years	2.825		
After 3 years	2.94		

B. Regular full-time and regular part-time help (Female):

	Effective 2/23/65	Effective 2/23/66	Effective 2/23/67
First 6 Months	\$2.05	Wage rates in this category are to be increased 2/23/67 by ten (10) cents per hour. However actual rates are dependent on the application of Health & Welfare payments provided for in this contract and whether or not rates will be increased 2/23/66.	
Second 6 Months	2.125		
After 1 year	2.225		
After 2 years	2.36		
After 3 years	2.45		

C. Part-time help (Male and Female):

	Effective 2/23/65	Effective 2/23/66	Effective 2/23/67
0 - 240 hours	\$1.545	\$1.62	\$1.695
240 - 2080 hours	1.625	1.70	1.775
2080 - 3120 hours	1.87	1.97	2.07
3120 - 4160 hours	1.92	2.02	2.12
Thereafter	1.99	2.09	2.19

D. Carry-out boys:

	Effective 2/23/65	Effective 2/23/66	Effective 2/23/67
0 - 1040 hours	\$1.35	\$1.425	\$1.50
1040 - 1560 hours	1.45	1.525	1.60
Over 1560 hours	1.55	1.625	1.70

E. 1. Assistant Manager, Head of Stock, and Head Produce Clerk: Effective July 26, 1965, the foregoing classifications are to receive ten (10) cents per hour differential over and above the applicable rate above. Effective February 23, 1967 this differential is to be increased to fifteen (15) cents per hour.

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

2. Head Cashier: Effective July 26, 1965, the Head Cashier classification is to receive ten (10) cents per hour differential over and above the applicable rate above. Effective February 23, 1967 this differential is to be increased to twelve and one-half (12½) cents per hour.

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.

F. Night Stocking: Compensation for night stocking shall be on the basis of the employee's contract rate of pay contained herein, plus a ten (10) cents per hour premium.

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

DEC 2 1965

November 23, 1965

Mr. David Goduto, Secretary-Treasurer  
Retail Clerks International Association  
Local 789  
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 and your union Local 789.

The agreement we have on file expired February 1965.

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,

*Arthur M. Ross*

Arthur M. Ross  
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 1500
2. Number and location of establishments covered by agreement 60 stores  
St. Paul, Minnesota and surrounding areas. Red Owl, Kroger, Applebaum, Country Club,  
National Food, Foodtown, and independents.
3. Product, service, or type of business Grocery and produce.
4. If previous agreement has been extended without change, indicate new expiration date \_\_\_\_\_

Jerome Reckels  
418 Auditorium Street  
(Street)

Secretary-Treasurer  
St. Paul, Minnesota-55102  
(City and State)