

Renewal



*um. # 6702
6/75 res. 6/16/75 - 8/7/76
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RETAIL CLERKS UNION, LOCAL 1540!
NORTH & NORTHWEST SUBURBAN FOOD STORES
RETAIL CLERKS UNION, LOCAL 1504
KANKAKEE & SOUTH SUBURBAN FOOD STORES
RETAIL CLERKS UNION, LOCAL 1453
JOLIET AND ADJACENT AREA FOOD STORES
RETAIL CLERKS UNION, LOCAL 98
AURORA, ELGIN-FOX RIVER VALLEY
FOOD STORES
and
ILLINOIS FOOD RETAILERS ASSN.
INDEPENDENT FOOD STORES

JUNE 16, 1975 thru AUGUST 7, 1976
between
RETAIL CLERKS UNION, LOCAL 1550
CHICAGO FOOD STORES

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AGREEMENT

This Agreement, mutually entered into by and between RETAIL CLERKS UNION LOCAL, chartered by the Retail Clerks International Association, AFL-CIO, as party of the first part, and hereinafter referred to as the Union, and the Illinois Food Retailers Associations Independent Food Stores or its successors as party of the second part, and hereinafter referred to as the Company.

Both of the parties to this Agreement agree that they will not discriminate against any employee, or prospective employee, because of age, race, sex, creed, color, national origin or union affiliation.

ARTICLE I—INTENT AND PURPOSE

1.1 It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial relationship between the Company and its employees.

1.2 The Company recognizes the Union as the sole collective bargaining agency for all of the employees, as hereinafter set forth, employed at the retail stores of

ARTICLE II—COVERAGE

2.1 The term "Company" as used in this agreement shall refer and relate to all retail food stores now owned and/or operated by the Company located within the geographical jurisdiction of the Local Union, and such new Retail Food stores as the Company shall operate during the term of this Agreement. The terms and conditions of this Agreement shall apply to all operators of concessions, leased or licensed departments of the Company operating in the stores described above.

2.2 The term "employees" as used in this Agreement shall include all employees who are actively engaged in the handling or selling of merchandise in the retail food stores of the Company including employees working in leased and/or licensed departments and all concession departments, within the store, except its employees in the meat department and one (1) store manager. In stores having an average volume of \$75,000.00 per week, the Company may appoint one co-manager who shall also be excluded from the definition of "employees."

ARTICLE III—UNION AFFILIATION

3.1 The Company agrees that there shall be no discrimination against any employee because of Union affiliation or activity.

3.2 It is agreed that an employee of the Company, upon being elected or appointed to office in the Union shall be granted a leave of absence for a period up to three (3) years, and upon expiration of such leave shall be reinstated in a similar position as that held when granted leave of absence.

ARTICLE IV—UNION SHOP

4.1 The following shop condition shall be effective:
It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing and those who are not members on the execution date of the Agreement, shall on the thirty-first (31st) day following the execution 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 execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. The Company may secure new employees from any source whatsoever. During the first thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Company.

4.2 The Company shall pay said person so employed during the period said person is not a member of the Union at the regular Union wage provided for in this Agreement and shall in all other respects require said person to work under and live up to all provisions of this Agreement.

4.3 It is agreed that only unit employees covered by the collective bargaining agreement shall perform all work, services, and handling or selling of merchandise in the employer's store, providing, however, that the store manager, co-manager or store owners, may continue to perform such limited functions as heretofore have been performed by such persons.

4.4 Whenever a classified employee is assigned to and assumes all the responsibility of the store manager, for a full calendar workweek, he or she shall be paid the minimum base rate of pay paid to the manager in that store.

4.5 An employee acting as relief for and filling the job of a classified employee during sick leave, vacation or any leave, for three (3) days or more (except Sundays and regularly scheduled days off) shall be replaced and the replacement shall receive the contract rate for the job for those replacement hours, or his contract hourly rate, whichever is greater.

4.6 In the event the Employer creates a new job classification which involves new job duties, responsibilities or skills, the Employer agrees to negotiate with the Union the rate of pay for the new job or classification.

ARTICLE V—HOLIDAYS

5.1 All employees shall be entitled to the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; Employee's Birth Date; or days legally celebrated in lieu thereof and any additional holiday proclaimed by the President of the United States or an Act of Congress.

All employees shall be entitled to a personal holiday upon reaching their birth date. This personal holiday shall be taken during the week in which the holiday falls. If a clerk's birth date falls during a holiday week, the Birth Date Holiday shall be scheduled the following week.

5.2 All employees will be entitled to two (2) additional personal holidays per calendar year (after six (6) months' qualification); one (1) personal day during the first six (6) months, and one (1) paid personal holiday during the second six (6) months of each calendar year. These personal holidays shall be on days mutually agreeable to the employee and the Company. The computation of pay for the additional days off shall be the same as that which is set forth in Section 5.3 below.

5.3 Holiday pay will be determined by the number of hours which an eligible employee averages during the normal workweek as follows:

AVERAGE HOURS PER WEEK	HOLIDAY PAY IN HOURS
Less than 26 hours	4 hours at regular rate of pay
26 hours to 32 hours	6 hours at regular rate of pay
32 hours or more	8 hours at regular rate of pay

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The average number of hours per workweek for the purpose of this Article shall be computed on the basis of the average for the four (4) weeks immediately preceding the recognized holiday or during the period of employment if the eligible employee has less than four (4) weeks' employment.

All employees will be entitled to holiday pay based on the formula above.

5.4 During the weeks in which holidays occur, forty (40) hours employees shall receive time and one-half (1½) their regular rate of pay after thirty-two (32) hours actually worked.

5.5 Employees who work on a holiday, as specified in 5.1 of this Article, shall receive time and one-half (1½) for all hours worked on the holiday in addition to their holiday pay. Full-time employees working on a holiday shall be scheduled for their regular basic workweek of four (4) days in addition to the holiday worked.

5.6 In order to be entitled to unworked holiday pay, as set forth in this Article, employees must work their scheduled day before the holiday and their scheduled day after the holiday unless absence is excused by the Company.

5.7 Night crew employees' holiday pay shall include night crew premium pay.

ARTICLE VI—WORKING HOURS AND OVERTIME

6.1 The basic workweek for all full-time employees shall be forty (40) hours to be worked in five (5) days, not necessarily consecutive, between Monday through Saturday. This provision shall not be construed as a guarantee of forty (40) hours' work. Work performed on the sixth (6th) day by full-time employees as defined in Article 7.1B, shall be compensated for at time and one-half (1½) regardless of total weekly hours. It is agreed that during the life of this Agreement there shall be no change in the basic workweek, as specified above, by the Company without first obtaining the approval of the Union.

6.2 Employees will be paid time and one-half (1½) their regular rate of pay for work in excess of forty (40) hours per week.

6.3 Employees will be paid time and one-half (1½) their regular rate for work in excess of eight (8) hours per day.

6.4 Time and one-half (1½) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

6.5 No full-time employee shall be scheduled for less than four (4) hours work on any day of the week. No part-time employee shall be scheduled for less than three (3) hours work on any day of the week. All employees reporting to work as scheduled shall be guaranteed the number of hours worked as indicated on the work schedule for that day or shall receive pay in lieu of such hours worked except in cases of emergency due to acts of God, civil disorder, strikes, boycotts. All full-time employees called in to work on an unscheduled day, shall receive a minimum of four (4) hours' work or four (4) hours' pay in lieu thereof. All part-time employees called into work on an unscheduled day shall receive a minimum of three (3) hours' work or three (3) hours' pay in lieu thereof. No employee shall have his workweek reduced or be required to take time off as a result of this paragraph of the contract.

6.6 All work performed by employees on Sundays and holidays shall be considered as premium work and such work shall be paid at the rate of time and one-half (1½) the employee's regular rate of hourly pay. Sunday work shall not be considered part of the basic workweek for employees. Sunday and holiday work shall be scheduled by the employer and shall be rotated by seniority in accordance with classification and job assignment. Should an insufficient number of employees volunteer, the Employer shall have the right to schedule from the least senior in inverse order. This scheduling shall apply even though part-time hours only are available on Sunday. If an inadequate number of employees volunteer, then the junior part-time employees shall first be assigned Sunday work. Senior employees shall have the right to the most available schedule of hours on Sunday and holiday schedules.

The Employer shall post in the store the current work schedule for all employees working in the store. Work schedules shall be maintained in the store for a two (2) month period of time and shall be made available to an authorized representative of the Union for examination upon request. No employee who is called into work out of the posted work schedule shall be required to take compensatory time off from the posted work schedule. Work schedules shall be posted no later than 4:00 P.M. Thursday.

6.7 All employees shall receive an unpaid hour for lunch or one-half (½) hour where mutually agreed to, during each eight (8) hour shift. All employees working six (6) hours or

more but less than eight (8) hours per day who request a lunch period, shall be granted no less than a half (½) hour lunch period. The lunch period shall be scheduled approximately in the middle of the employee's shift.

6.8 Full-time forty (40) hour night stocking crew employees shall be defined as those employees who work a majority of hours between 7:00 P.M. and 7:00 A.M. All work performed between the hours of 7:00 P.M. and 7:00 A.M. shall be compensated at a thirty-five cents (35¢) per hour premium pay while it is clearly understood that this premium applies to forty (40) hour night stockers. Night stockers who work a full eight (8) hours shift one (1), two (2), three (3) or four (4) nights a week are entitled to the thirty-five cents (35¢) per hour night stocking premium for those eight (8) hour shifts.

Each night crew having four (4) or more employees shall have a lead member who shall receive in addition to his hourly rate of pay and night premium an additional twenty-five cents (25¢) per hour for performing the duties of a night crew leader.

All full-time forty (40) hour night crew employees will be scheduled five (5) nights per week, Monday through Saturday. All full-time forty (40) hour night crew employees shall be scheduled approximately for the same starting time each night of the week. Full-time forty (40) hour night crew employees shall be scheduled regular nights of each week. Night crew employees shall not be scheduled without at least ten (10) hours rest between their quitting time and starting time.

6.8A Employees not assigned to a regular night stocking crews as defined above shall be paid fifteen cents (15¢) per hour premium in addition to their regular hourly rate of pay for work performed beyond 10:00 P.M. until 7:00 A.M.

6.9 Employees shall receive two (2) fifteen (15) minute uninterrupted rest periods without loss of pay in any one workday. The rest periods shall be scheduled as near as practicable to the employees one-half (½) shifts. Employees working three and one-half (3½) but less than seven (7) hours shall be entitled to one (1) rest period. Employees working seven (7) hours or more shall be entitled to two (2) rest periods. Employees shall be compensated for rest periods not taken in violation of the rest periods herein.

6.10 Employees shall not work a split shift.

6.11 The Company agrees not to employ or schedule two (2) or more part-time employees where it is possible to employ or schedule one (1) or more full-time employees.

6.12 The hours for each employees shall be scheduled by the Company. A work schedule for all employees shall be posted in each store not later than 4:00 P.M. Thursday of the current week for the following week.

6.13 Any full-time forty (40) hour work schedules ending past 7:00 P.M. shall be considered nights. Work performed on more than two (2) nights for full-time employees and three (3) nights for Assistant Managers shall be paid at the rate of twenty-five cents (25¢) per hour in addition to the applicable straight-time hourly rate of pay for all hours worked past 7:00 P.M. except in those cases where daily overtime is being paid for the same hours of work.

6.14 No full-time employee shall be required to work after 6:00 P.M. on Christmas Eve or New Year's Eve. Only volunteers shall work on Christmas Day or New Year's Day, except however where competing stores are open on said day or days.

ARTICLE VII—WAGE SCHEDULES

7.1 Minimum wage rates shall be as follows:

A. DEPARTMENT HEADS:

	Effective 6-16-75		Effective 2-14-76	
	Per Hour	Per 40 Hrs.	Per Hour	Per 40 Hrs.
*Assistant Manager	\$7.36	\$294.40	\$7.61	\$304.40
**Produce Manager	7.20	288.00	7.45	298.00
***Cashier-Bookkeeper	6.45	258.00	6.70	268.00

B. A full-time clerk is defined for purposes of this Agreement as one who is regularly employed thirty-five (35) hours or more per week and shall be paid for the number of hours worked on the basis of the following schedule of minimum rates:

FULL-TIME CLERKS:

	Effective 6-16-75		Effective 2-14-76	
	Per Hour	Per 40 Hrs.	Per Hour	Per 40 Hrs.
0-6 months' experience	\$5.20	\$208.00	\$5.40	\$216.00
6-12 months' experience	5.40	216.00	5.60	224.00
12-18 months' experience	5.55	222.00	5.75	230.00
18-24 months' experience	5.70	228.00	5.90	236.00
After 24 months' experience ..	6.05	242.00	6.25	250.00

C. A part-time clerk is defined for the purpose of this Agreement as one who is regularly employed less than thirty-five (35) hours per week and shall be paid according to the following schedule of minimum rates:

PART-TIME CLERKS:

	Effective 6-15-75 Per Hour	Effective 2-14-76 Per Hour
0- 3 months' experience	\$3.40	\$3.50
3- 6 months' experience	3.55	3.75
6-12 months' experience	3.85	4.00
12-18 months' experience	4.40	4.60
18-24 months' experience	4.90	5.15
24-36 months' experience	5.20	5.40
36-48 months' experience	5.40	5.60
48-60 months' experience	5.55	5.75
60-72 months' experience	5.70	5.90
Over 72+ months' experience	6.05	6.25

D. Utility Clerks are defined as employees who perform only those duties described below. Utility Clerks may be either full-time or part-time as such terms are defined in Article 7.1B or 7.1C. Utility Clerks shall receive all benefits of this Agreement on the same basis as all other employees except where specifically provided otherwise and rates of pay shall be as follows:

UTILITY CLERKS:

	Effective 6-16-75 Per Hour	Effective 2-14-76 Per Hour
0- 6 months' experience	\$2.75	\$2.85
6-12 months' experience	2.85	2.95
Over 12+ months' experience	2.95	3.05

The duties of Utility Clerks shall be limited to sorting, bagging, and packing sold merchandise; carrying and loading sold merchandise; sweeping floors anywhere in the store, cleaning the parking lot and other adjacent area outside the store; snow removal; maintenance of lawns and shrubs; returning shopping carts to the store; filling bag racks; cleaning areas around and in front of the checker lanes; cleaning rest rooms; collecting and sorting bottles; disposing of trash and rubbish; hanging of window signs and washing of store windows.

When openings occur for part-time clerk jobs, Utility Clerks shall be given the first opportunity to fill such openings; part-time clerks shall be given the first opportunity to fill full-time clerk openings. If no part-time clerks request the job, utility clerks shall be given the job opportunity.

It shall be a violation of this Contract for Utility Clerks to perform any duties other than those specified above. In order to remedy violations of this Section the parties agree as follows:

1. The Employer shall post in each of its stores a notice to the employees signed by an authorized Employer representative instructing all employees of the duties of Utility Clerks and instructing all employees that the performance of any other duties constitutes a violation of the Contract.
2. Upon the first violation of this Section, the Utility Clerks in the store involved shall be paid the applicable part-time rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performance of Utility Clerks' duties.
3. Upon a second violation in the same store, all Utility Clerks in the store involved shall be paid the applicable part-time rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerks' duties.
4. Upon a third violation in the same store, all Utility Clerks in the store involved shall be paid double the Utility Clerk rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerk duties.

7.2 The negotiated wage increases are to apply to all employees who are presently receiving in excess of contract rates.

7.3 *An Assistant Manager is defined as one who assists the Manager in the operation of the store.

**A Produce Department Head is defined as one who operates the Produce Department under the direction of the Store Manager.

***A Cashier-Bookkeeper shall be defined for purposes of this Contract as an employee who is appointed and trained by the Company to handle the cash and the necessary reports to the General Office and such other work as required in supermarkets.

In addition to the Cashier-Bookkeeper, employees performing office clerical work in the store, shall receive premium pay

for the time spent on office clerical duties. Premium pay for office clerical work shall be fifteen cents (15¢) per hour.

7.4 A. Effective December 1st each year, average sales shall be reviewed and, in any store where the average weekly sales for the previous fifty-two (52) weeks is \$40,000.00 or more, an Assistant Manager, a Produce Department Head, and a Cashier-Bookkeeper shall be appointed, provided that the store does not already have one (1) employee in each of these classifications.

Effective December 1st each year, where the average weekly sales for the previous fifty-two (52) weeks is \$20,000.00 to \$40,000.00 at least two (2) Department Heads, including the Cashier-Bookkeeper classification as a Department Head should be assigned.

B. In the case of a new or remodeled store, if an Assistant Manager, Produce Department Head, and Head Cashier-Bookkeeper are not appointed as of the date of the opening, or remodeling, one (1) employee shall be appointed to each of these classifications at the end of four (4) months, provided that the average weekly total sales for the last three (3) of the first four (4) months is \$40,000.00 or more.

7.5 After twenty-four (24) months' service, part-time employees will advance to the starting rate of the appropriate "full-time" wage schedule and shall thereafter progress one (1) experience bracket for each twelve (12) months worked.

7.6 Following are the rules for employees moving from part-time to full-time classifications and vice versa:

A. After a part-time employee has worked an average of thirty-five (35) or more hours per week for four (4) continuous weeks, he shall be classified as a full-time clerk and paid accordingly beginning with the first week following such four (4) week period.

B. After a full-time employee has worked an average of less than thirty-five (35) hours per week for four (4) continuous weeks, he shall be classified as a part-time clerk and be paid accordingly beginning with the first week following such four (4) week period.

C. If a part-time clerk is reclassified to the full-time clerk classification and the Company expects him to work regularly thirty-five (35) hours or more per week, his rate of pay shall be changed to the proper rate in the full-time clerk classification immediately.

D. If a full-time clerk is reclassified to the part-time clerk classification and the Company expects him to work regularly less than thirty-five (35) hours per week, his rate of pay shall be changed to the proper rate in the part-time clerk's classification immediately.

7.7 Part-time student employees may during the period from May 1 through Labor Day work up to and including forty (40) hours per week without being reclassified to a full-time clerk classification for purposes of determining wage rates.

7.8 The above classifications in 7.1 are appointed by field supervision. Nothing in this clause shall foreclose the right of the Union to present a grievance in regard to these sub-sections.

7.9 Employees presently receiving, or who may hereafter receive in excess of the above pay schedules shall not have their pay decreased because of provisions of this Contract.

7.10 Definition of "Service in the Industry."

(A) Proven comparable experience not terminating more than five (5) years prior to date of application and shown on application for employment shall be the basis for determination of new employee's rate of pay. Such experience prior to five (5) years before date of application and ending within the five (5) year period must be continuous to be counted. An R.C.I.A. Union Card showing experience will be recognized as initial proof of experience.

B. Claims for rate adjustment based on previous "service in the industry" must be filed in writing within ninety (90) days from date of employment, otherwise the employee forfeits any claim under this provision, except where such experience is shown on the initial "application for employment" in which event said ninety (90) days should not apply.

C. "Service in the Industry" Formula:

1. In the application of service in the industry, rehired or new employees shall receive experience credit on the following basis: Employees hired as full-time employees shall receive full credit for all months of full-time service and shall receive one (1) month full-time service for every two (2) months' part-time service. Employees hired as part-time shall receive two (2) months' part-time credit for every one (1) month of full-time service and one (1) month part-time credit for every one (1) month of part-time service.

2. In the case of part-time employees promoted to full-time, the part-time employee shall receive one (1) month full-time credit for every two (2) months' part-time service. It is specifically understood that after twenty-four (24) months' part-time service, employees shall automatically progress to the full-time wage schedule in accordance with Paragraph 7.5. Employees reduced from full-time to part-time shall receive credit on the same basis and in accordance with the same formula set forth above.

7.11 Wages shall be paid each week by voucher or check to all employees and the Employer shall post on stubs the following information: Straight-time, overtime, and holiday hours paid for plus employee's straight-time hourly rate of pay. In lieu of such information on the stubs, the Employer will make available a payroll work sheet containing such information to the Union Representative at the store.

7.12 Part-time Utility Clerks shall not be entitled to the following areas of the collective bargaining agreement: 5.1—Birthday Holiday, 5.2—Personal Holidays, 13.13—Sick Pay, and Article XXI, Article XXII.

ARTICLE VIII—SENIORITY AND TRANSFERS

8.1 Seniority shall be defined as the length of continuous employment with the Employer and shall begin with the employee's last date of employment. Seniority may be broken only by quit, justifiable discharge, or failure to return to work in accordance with the terms of a leave of absence or recall from layoff.

A. The principle of seniority shall apply in cases of layoffs or reduction of hours.

B. There shall be two (2) seniority lists as follows:

- (1) Regular Clerks
- (2) Utility Clerks

The Employees on a regular seniority list shall have seniority over utility clerks based on date of hire.

The Employer shall prepare, on a semiannual basis, two (2) seniority lists; post same in the store; and submit copies to the Union. The two (2) lists shall include each employee's name, rate of pay, classification, date of hire, and date of promotion.

C. Seniority for all employees shall be on a Local Union basis, except as otherwise specifically provided herein.

D. An employee who is to be laid off may claim, within the employee's store only, the hours worked by less senior employees. If the hours claimed involve work which the employee has not previously performed, then the Employer shall offer the employee a reasonable period of training.

D.1 An employee who is to be laid off may, in lieu of claiming hours within the employee's store, elect to transfer to another store of the Employer. The employee may displace the least senior employee working in any store of the Employer. If the job of the displaced employee involves work which the senior employee has not previously performed, then the Employer shall offer the senior employee a reasonable period of training. The displaced employee may, in turn, elect to claim hours within the displaced employee's store in accordance with this paragraph. It is understood that each displaced employee shall have the right to claim hours or transfer in accordance with this and the above paragraphs.

E. In the event of a store closing, employees shall have the right to transfer within their seniority group, in accordance with seniority, or shall have the right to transfer to a lesser seniority group in accordance with Paragraph D.1.

F. In addition to the foregoing, an employee about to be laid off may displace the least senior employee only, working in a store of the Employer within the jurisdiction of any one of the Local Unions who have executed contracts with the Employer. In the event of such transfer, the displaced employee shall have the right to claim hours within the employee's store in accordance with his seniority.

G. In the event of a reduction in hours, the employee shall not have the store transfer rights, but shall be limited to the claiming of hours in accordance with Paragraph D. above and his seniority grouping.

8.2 Any job which would move an employee to a higher seniority classification shall be deemed a promotion. For purposes of promotion, seniority shall be applied as follows:

(a) Seniority shall be a storewide and Company wide local union jurisdiction.

(b) In promotions from a lower seniority group to a higher seniority group, seniority and sufficient ability to perform the work shall be the determining factors. The determination of sufficient ability shall be based on evidence and standards that

are reasonable. Any employee who fails to qualify in the promoted job, shall be returned to the employee's prior position.

8.3 In the event the Employer opens a new store, the new store will be staffed by employees in accordance with the following procedures:

A. The Employer will post in each of the Employer's stores within the Local Union, notice of the new store opening, which notice shall include the new store address, the full and part-time positions to be filled at the new store.

B. Within five (5) days of posting, employees may bid on the positions at the new store by notifying the Store Manager or owner in writing. Thereupon, positions to be filled shall be handled in accordance with Paragraph 8.2 above.

C. All positions not filled in accordance with Paragraphs A and B above shall be offered to employees on layoff status in accordance with seniority.

D. The Employer will not hire new employees for the new store until the above procedures have been complied with.

8.4 A. The Employer may transfer employees, to meet the necessities of the business or an employee may request a transfer for various reasons. An employee so transferred shall retain the seniority previously accumulated. When an employee is transferred from the jurisdiction of the Union to the jurisdiction of another within the Chicago area, such employee shall carry with him all seniority acquired while in the employ of the Employer within the jurisdiction of the Retail Clerks Union in the Metropolitan Chicago Area.

B. Transfers by the Company shall not be handled in an arbitrary or capricious manner. Any disputes over the transfer provision the Company and the Union agree to meet in an effort to resolve such dispute.

C. Should the regular employee be temporarily transferred from his or her regularly assigned store to another store and such transfer results in additional transportation expense, the employee will be reimbursed by the Company for such additional transportation expenses.

8.5 All employee shall have recall rights up to one (1) year from layoff.

8.6 No employee shall acquire any seniority rights until he has been employed by the Company for at least thirty (30) days, provided that after thirty (30) days' employment the seniority beginning date shall revert to the last date of hire.

8.7 Employees transferred from existing stores to a new store that is opened shall, if subject to layoff within a period of ninety (90) days after the store is opened, have the right to return to the store from which transferred and assume the job that their seniority warrants, provided they have the ability to perform the work required.

8.8 Full-time employees may claim, based upon their seniority, available hours within their respective store to a maximum of forty (40) hours per week. It is understood and agreed that Sunday and/or Holiday hours may not be claimed pursuant to this Section. Moreover, the senior employee claiming hours from another employee's schedule must claim the entire daily work schedule. If in exercising such claim, an employee exceeds the maximum weekly night work restriction provided for under Article VI, Section 13 of this Agreement, the night work premium as specified thereunder shall not apply to such claimed hours. Part-time employees may claim, based upon their seniority, available hours within their respective store to a maximum of thirty-four (34) hours per week. It is understood and agreed that Sunday and/or Holiday hours may not be claimed pursuant to this Section. Moreover, the senior employee claiming hours from another employee's schedule must claim the entire daily work schedule. Sunday hours shall not apply in the advancement as per Article 7.6. In the application of the foregoing, employees may not increase their hours by claiming hours from employees regularly scheduled to work thirty-five (35) or more hours per week. Once the work schedule has been posted as per Article 6.6 employees wishing to claim additional available hours must make their wishes known to the Store Manager, or his designee, within twenty-four (24) hours of such posting or waive their rights to claim such additional hours for the balance of the work schedule as posted. The twenty-four (24) hour period shall commence with the time of posting if the schedule is posted later than 4:00 p.m. on Thursday.

ARTICLE IX—LEAVE OF ABSENCE

9.1 Personal, Illness and Pregnancy Leaves: Full-time employees after three (3) months shall be granted a leave of absence not exceeding one (1) year, for certified illness, injury, or pregnancy. Leave of absence in excess of the foregoing

periods may be granted by the Employer, but retention of seniority in such event shall require agreement by the Union and the Employer. Part-time employees shall be eligible for the above benefits after six (6) months of continuous employment. All employees after one (1) year of service may be granted a personal leave of absence, not exceeding thirty (30) days upon the Employer's permission, without loss of seniority.

9.2 Employees shall also be entitled to leaves of absence for military service.

9.3 All leaves of absence must be in writing by the employee to the Personnel Director of the Company and the Personnel Director of the Company will send a written approval or disapproval to the employee.

9.4 Any employee who is granted a leave of absence and while on such leave of absence accept employment with another Employer, or who goes into business for himself, is subject to discharge.

9.5 Upon return to work from a leave of absence, the employee shall be restored to the job previously held, or to a job comparable with regard to work and rate of pay. Upon notice to the Store Manager (Personnel Director) of availability for work at least three (3) days prior to Thursday noon of any week, the employee shall be restored to work to begin not later than Monday following the giving of such notice. If the notice of availability for work is not given at least three (3) days prior to Thursday noon of any week, the Employer is required to schedule the employee on the schedule prepared the following week and the employee will begin work the Monday thereafter.

9.6 Employees returning to work from a leave of absence due to sickness, accident, or pregnancy may be required to pass a physical examination by the Employer before returning to work. Such physical examination shall be at the expense of the Employer.

9.7 Employees while on leave of absence, but not on sick leave, shall not be eligible for holiday pay nor shall such time spent on leave of absence in excess of thirty (30) days be counted as time worked for vacation eligibility or progression in wage rates.

9.8 Employees injured on the job and unable to work as certified by the Employer's physician shall receive their regular hourly rate of pay, as scheduled, up to seven (7) calendar days.

9.9 A female employee upon becoming pregnant will be granted a leave of absence on the same basis as any other non-paid leave of absence (excluding illness and accident leaves). Such leave will commence as of the date her doctor decides she should no longer work and will expire as soon after the termination of pregnancy as her doctor shall decide that she may safely return to work. In no event shall the total leave exceed one (1) year.

ARTICLE X—VACATIONS

10.1 Vacation schedules shall be posted in all stores by April 1st of each year. All full-time employees who have been in the continuous employment of the Company for one (1) year or more shall receive one (1) week's vacation annually with their current weekly base pay.

All full-time employees who have been in the continuous employment of the Company for two (2) years or more shall receive two (2) weeks' vacation annually with their current weekly base pay.

All full-time employees who have been in the continuous employment of the Company for eight (8) or more years shall receive three (3) weeks' vacation annually with their current weekly base pay.

All full-time employees who have been in the continuous employment of the Employer for fifteen (15) years or more shall receive four (4) weeks' vacation annually with their current weekly base pay.

All full-time employees who have been in the continuous employment of the Employer for twenty (20) years or more shall receive five (5) weeks' vacation annually with their current weekly base pay.

All full-time employees who have been in the continuous employment of the Employer for twenty-five (25) years or more shall receive six (6) weeks' vacation annually with their current weekly base pay, effective January 1, 1976.

10.2 Part-time employees working less than forty (40) hours per week upon completing their anniversary year of employment shall receive a pro rata vacation with pay equal to the number of hours worked in that year divided by fifty-two (52). Part-time vacations shall be on the same number of weeks of vacation eligibility as stated above.

10.3 An employee who has qualified for his or her first vacation and is subsequently laid off, shall receive a pro rata vacation for each full month of service completed since his last anniversary date of employment.

10.4 An employee who is discharged or quits, except discharge for dishonesty or drunkenness, after having worked six (6) months or more since his last anniversary date shall receive a pro rata vacation for each full month of service completed since his last anniversary date of employment.

10.5 If a holiday occurs during an employee's vacation, he or she shall be paid an additional day's pay or receive an extra day off in addition to the vacation pay.

10.6 It is agreed that no full-time employee shall have his basic workweek reduced for the purpose of evading vacation provisions established herein for full-time employees.

10.7 Employees working regularly scheduled overtime hours and/or night stocking premium pay shall receive vacation pay computed on the basis of such overtime hours and premium pay.

10.8 A total lapse of service of thirty (30) days or less per year shall not break continuity of service for the purpose of this Article. After the first year of service where the lapse of service exceeds thirty (30) days per year, the vacation period shall be pro rated on the basis of actual time worked. This Section shall not apply where seniority is broken pursuant to Article 8, hereof.

10.9 Vacations shall be scheduled on a storewide seniority basis and may be taken any time during the year. No employee shall be compelled to take a vacation at a time not mutually agreed upon.

An employee with three (3) weeks or less vacation shall not be required to split his or her vacation time.

10.10 Any person who enters military service shall be paid his pro rata vacation pay, for that which he has earned, up to the time of his entering military service.

Any veteran returning to work after military service shall receive his pro rata vacation pay for time worked during the time from his return to the anniversary date of his original hiring date.

Vacation allowed shall be in compliance with the terms of the existing Agreement.

10.11 An employee with more than six (6) months of service, but less than one (1) year of service, shall be allowed to receive up to one (1) week's unpaid vacation leave during his/her first year of employment, provided that a replacement employee is available.

ARTICLE XI—UNION ACCESS TO STORES

The Company agrees to permit an authorized representative or officer of the Union to have access to the stores at all hours when said stores are open for business for the purpose of communicating with the employees employed therein, but such representatives or officers shall not unnecessarily interfere with the duties of said members or the business of the Company.

ARTICLE XII—GRIEVANCE AND ARBITRATION

1. The properly accredited officers or representatives of both parties to the Agreement shall be authorized to settle any dispute, disagreement, difference or grievance arising out of the terms, application or interpretation of this Agreement. The Union shall submit same in writing to the Company within fifteen (15) days of the date of the grievance or the claim is nullified.

2. Representatives of the parties shall attempt to resolve all grievances as promptly as possible. For this purpose, either party may call a grievance meeting. The Company shall reply in writing to the Union's written grievance within five (5) days following receipt of the written grievance.

3. When in the judgment of either party arbitration is necessary, either party may initiate same by notifying the other party in writing that it has invoked the arbitration provisions of the contract and that it has requested the American Arbitration Association to submit a panel of arbitrators to the parties. In no event shall arbitration be initiated earlier than seven (7) days following the mailing of the written grievance. The parties shall promptly proceed to select an arbitrator from the panel and proceed to arbitrate the grievance all in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties.

4. Expenses incurred in connection with the arbitration, to wit, fees of the American Arbitration Association, the arbitrator's fees and expenses and rental of a hearing room, if necessary, shall be shared equally by the parties.

5. The failure of the Union to protest any constructive notice action or other written warning issued an employee, shall not be deemed as an admission on the part of the Union or the employee as to the truth of the content of such written notice or the propriety of its issuance.

6. Except as otherwise specifically set forth in this Agreement, it is agreed between the parties hereto that there shall be no strikes, cessation of work, picketing, boycotts or lockouts pending the final decision of any dispute submitted to arbitration in accordance with the provisions of this Agreement.

7. It shall not be a violation of this Agreement for any employee to refuse to cross a legal, primary, labor picket line that has been authorized by the Retail Clerks International Association. The Employer shall be notified in writing when any picket line has been sanctioned by the Union.

ARTICLE XIII—UNION STORE CARD AND BUTTON— BULLETIN BOARD—GENERAL

13.1 The Union Store Card must be displayed in all places where members of the Union are employed. The Store Card shall not be removed in case of a dispute unless the dispute is taken up with proper officials of the Company first.

13.2 The Union shall use its best effort as a labor organization to enhance the interests of the Company as an Employer of Union Labor.

13.3 Members of the Union may wear their Union Buttons when on duty.

13.4 The Company shall provide a bulletin board on which the Union may post notices.

13.5 The Company agrees to cover all employees under the Unemployment Compensation Act or agrees to pay an employee one (1) week's pay upon dismissal, because of an over-supply of help.

13.6 Any uniform deemed necessary by the Company for its employees shall be furnished and laundered at the expense of the Company.

Where the Company desires to furnish dacron or similar type uniforms to female employees and the female employees in such store are unanimously in favor of such uniforms, such uniforms shall be laundered by the employee and shall be returned to the Employer upon termination of employment, if so requested.

13.7 The Employer shall provide a lunch room where practical and locker for the clothes of the employees.

13.8 Where time clocks are not provided, the Employer shall institute adequate payroll procedures to insure that all hours worked are properly recorded.

13.9 No employee shall be required to take a lie detector test.

13.10 The Employer shall provide a first aid kit containing bandages.

13.11 If a physical examination or health permit is required by the Employer, the medical fee for such examinations shall be borne by the Employer.

13.12 Any time spent away from the store on the legal business of the Employer, either at the request of the Employer or pursuant to a legal subpoena, shall be compensated by the Employer at the employee's regular rate of pay. Such hours shall not be considered as time worked in the computation of daily or weekly overtime unless it is part of the regularly scheduled workweek.

13.13 All employees shall be entitled to receive three (3) days' sick leave per calendar year on the following basis:

A. Employees shall receive one (1) day's sick leave for each completed ninety (90) days of service to a maximum of three (3) days.

Once qualified, employees shall requalify for sick leave as of January 1st of each succeeding year.

B. Sick pay shall commence on the second consecutive day of absence provided such second consecutive day is a scheduled workday and shall be paid for on the following basis:

AVERAGE HOURS PER WEEK	HOURS OF SICK PAY
Less than 26 hours	4 hours at regular rate of pay
26 hours to 32 hours	6 hours at regular rate of pay
32 hours or more	8 hours at regular rate of pay

The average number of hours per week for the purpose of this Section shall be computed on the basis of the average of the four (4) immediately preceding weeks.

C. Sick leave unused during the calendar year shall be paid for in accordance with the above schedule during the pay period immediately preceding the Christmas week. FOR EXAMPLE: An

eligible employee, entitled to receive three (3) days' sick leave during the calendar year, uses and receives pay for two (2) days of such leave prior to the pay period immediately preceding the Christmas week. Accordingly, he shall be entitled to receive pay for the one (1) unused sick day in accordance with the above schedule.

D. In no event shall unused sick leave accumulate from year to year or under any circumstances exceed a maximum of three (3) days in any one calendar year.

ARTICLE XIV—DISCHARGE

14.1 No employee shall be discharged without just cause.

ARTICLE XV—JURY SERVICE—FUNERAL PAY—MILITARY RESERVE

15.1 All employees who are subpoenaed for jury service and actually report shall receive the difference in pay for time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay at the employee's regular straight-time hourly rate of pay.

The employee shall notify the store manager that he or she has been subpoenaed for jury service on the employee's first workday following receipt of such subpoena.

When an employee is released from jury duty for a day or part of a day, he shall report to his store for work.

Any full-time employee who reports for jury service for five (5) days, Monday through Friday, shall not be scheduled to work on Saturday during that week. If, however, an employee volunteers to work on Saturday, at the request of the Employer, the employee shall receive the appropriate hourly rate of pay for said day, which pay shall not be set-off against or deducted from the forty (40) hours' jury pay; provided further that hours worked on Saturday shall not be considered as hours in excess of forty (40) hours for overtime purposes.

15.2 The Employer agrees to pay all regular employees working twenty-six (26) hours or more per week for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled workdays at straight time; provided the employee attends the funeral. The term "immediate family" shall mean spouse, parents, child, brother, sister, father-in-law, mother-in-law, grandparents or any relative residing with the employee or with whom the employee is residing.

If a death occurs in the immediate family of a part-time employee, such part-time employee attending the funeral shall be paid on the day of the funeral for the number of hours he was scheduled for work on that day. The immediate family shall be as defined above.

15.3 Any employee, who serves in the National Guard or Military Reserve Units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the Unit which they serve. Such employee shall give the Employer two (2) weeks prior notice. An employee shall not be required to take military training duties as his earned vacation.

The Employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States.

ARTICLE XVI—CLERKS WORK CLAUSE

No salesman shall handle or stock any merchandise in the store, excluding the meat department, except rack jobbers and driver-salesmen engaged in servicing the retail stores under prevailing practices with merchandise directly from a delivery vehicle at the point of delivery. It is understood that the above shall not apply in new stores during the first week after the store is opened.

Any stocking done by an employee of an outside Company in violation of this provision shall result in the most senior part-time stocking employee not working at the time of the violation receiving pay for the time worked by the outside salesman. Such pay together with regular earnings during the workweek involved shall not exceed forty (40) hours.

ARTICLE XVII—HEALTH AND WELFARE

17. The Company agrees to pay on the tenth (10th) day of the month into the Health and Welfare Trust Fund the sum of forty-two dollars (\$42.00) per month for each of its employees who, on the first (1st) day of the month, is eligible for such contributions as follows: A new employee shall become eligible after three (3) months of employment if in any four (4) weeks during the first three (3) months of employment, the employee has worked an average of twenty-six (26) hours or more per week. At any time after the first three (3)

months of employment, an employee shall become eligible if during the four (4) weeks preceding the first day of the month the employee has worked an average of twenty-six (26) hours or more per week. Contributions will be continued by the Company for a period of eight (8) weeks on an employee who is not on the payroll due to illness or injury.

17.2 The Company shall pay into the Health and Welfare Trust Fund, the sum of twelve dollars (\$12.00) per month for each of its regular part-time employees who on the first day of such month has been employed for three (3) calendar months or more, does not qualify for a contribution under 17.1 of this Article and has worked eight (8) hours or more per week during each of the preceding four (4) weeks. Contributions will be continued by the Employer for a period of four (4) weeks on such an employee who is not on the payroll due to illness or injury.

17.3 The Trust Fund shall be jointly administered by a Board of Trustees, with an equal number of Trustees representing the Union, and an equal number of Trustees representing the Employer.

17.4 In the event a covered employee works less than an average of twenty-six (26) hours per week for eight (8) consecutive weeks, such Welfare premium shall be discontinued until such employee again works an average of twenty-six (26) hours or more per week for four (4) consecutive weeks when such Welfare premium will be paid without any waiting period.

17.5 If a covered regular employee has worked less than an average of twenty-six (26) hours per week, for eight (8) consecutive weeks, then the monthly Welfare contribution shall be discontinued. If, however, such employee has worked eight (8) hours or more per week, during each week of this period, then he shall qualify as a regular part-time employee and shall be covered under 17.2 of this Article with the exception that such Welfare premium will be paid without any waiting period.

17.6 If a covered regular part-time employee works less than eight (8) hours per week for four (4) consecutive weeks, such Welfare premium shall be discontinued until such employee again works an average of twenty-six (26) hours or more per week, for four (4) consecutive weeks; or works an average of eight (8) hours or more per week for four (4) consecutive weeks, providing he performs work in three (3) of the four (4) consecutive weeks. In either event the appropriate Welfare premium will again be paid without any waiting period.

17.7 When an eligible employee covered by the Health and Welfare Plan changes employment from one participating Employer to another participating Employer within a thirty-one (31) day period, the new Employer shall immediately pay same contribution rate previously paid on behalf of said employee. Thereafter, eligibility and rate of contribution shall be determined in accordance with all provisions of this Article.

17.8 Effective 2-1-76 the Employer agrees to make a contribution of thirty cents (30¢) per hour on all straight-time hours worked by employees covered by this Agreement. The contribution shall also be made on hours for which employees receive holiday and vacation pay and hours worked on Sunday, except that no contribution shall be made on hours in excess of eight (8) per day or forty (40) per week.

ARTICLE XVIII—PENSION

18.1 The Employer agrees to make a contribution of fifteen cents (15¢) per hour on all straight-time hours worked by employees covered by this Agreement. The contribution shall also be made on hours for which employees receive holiday and vacation pay and hours worked on Sunday, except that no contribution shall be made on hours in excess of eight (8) per day or forty (40) per week.

Effective February 1, 1976, said contribution shall be increased to seventeen cents (17¢) per hour for all hours worked in February, on the same basis as provided for above.

18.2 Contributions shall be made to a jointly administered Pension Trust Fund to be trustee and administered in accordance with existing law and in accordance with the Pension Plan and Trust Agreement existing between the parties. Said contributions shall be for the sole purpose of providing pensions for eligible employees as defined in such Pension Plan.

ARTICLE XIX—COLLECTION OF DELINQUENT CONTRIBUTIONS

19.1 Any Employer who is sixty (60) days delinquent in the payment of any or all of the contributions required of it by the above Articles 17 and 18 shall pay as liquidated damages, a sum of twenty dollars (\$20.00) or ten percent (10%) of the amount delinquent, whichever is greater. Such damages shall be computed monthly and on a separate basis for the Health and Welfare Fund and the Pension Fund. The amount of liquidated

damages shall be added to the cumulative total of delinquent contributions and shall be included in the computation of damages.

19.2 In addition to the foregoing, an Employer delinquent sixty (60) days or more shall be liable for the payment of any benefits paid or otherwise payable to an employee or his dependents from the Health and Welfare Trust Fund as a result of any claim incurred during the period of delinquency. Said liability shall not be waived by payment of the amount delinquent, including the liquidated damages, or by payment of the claim by the Health and Welfare Trust Fund.

The above paragraphs shall not be applicable when, in the judgment of the Trustees, the delinquency results from a clerical error or a bona fide difference or dispute concerning eligibility.

The Employer agrees that applicable payroll records shall be made available for audit to Employees of the Health and Welfare and/or Pension Fund as directed by action of the Board of Trustees of these Funds.

ARTICLE XX—CONFORMITY TO LAW

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 such void part with a valid provision.

ARTICLE XXI—TECHNOLOGICAL CHANGE

21.1 The parties recognize that automated equipment and technology is now available for the retail food industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective the parties agree as follows:

In the event the Employer introduces major technological changes which for the purpose of this Article are defined as price marking and electronic scanners which would have a direct material impact affecting bargaining unit work, sixty (60) days' advance notice of such change will be given to the Union.

In addition the Employer agrees:

1. Any retraining necessary will be furnished by the Employer at no expense to the employees.
2. Where retraining is not applicable, the Employer will make every effort to effect a transfer to another store.
3. In the event an employee is not retrained or transferred and is permanently displaced as a direct result of major technological changes, as defined above, the employee will be eligible for severance pay in accordance with the following provisions:
 - a. All employees, with two (2) or more years of continuous service will be eligible for one (1) week's severance pay for each year of continuous service. Maximum severance pay of eight (8) weeks' pay to be paid on a weekly basis.
 - b. An employee shall be disqualified for severance pay in the event the employee:
 1. Refuses retraining.
 2. Refuses a transfer within the Company.
 3. Voluntarily terminates employment.

ARTICLE XXII—STORE CLOSING

22.1 In the event the Employer closes or sells a store and employees are terminated as a result thereof, pay equal to one (1) week's pay for each year of continuous service commencing with the third (3rd) year for full-time employees and the fifth (5th) year for part-time employees as defined in Section 7.6 up to, but not to exceed eight (8) weeks pay at their regular rate. However, for those employees, who have an incomplete year of continuous service as an employee, will receive pro rata severance pay for that year as follows:

- 0-3 months equals twenty-five (25) per cent of a week's pay
- 3-6 months equals fifty (50) per cent of week's pay
- 6-9 months equals seventy-five (75) per cent of a week's pay
- over 9 months equals one (1) week's pay.

Severance pay shall be computed based on the average hours worked per week for fifty-two (52) weeks preceding termination.

22.2 The Employer shall continue contributions to the Health and Welfare Trust Fund for three (3) months following termination for those employees who receive severance pay, except those employees who secure employment with a contributing Employer in the Health and Welfare Trust Fund.

22.3 Holidays that fall within thirty (30) days after termination and employees who are eligible for severance pay shall be entitled to holiday pay.

22.4 All monies due employees shall be paid in a lump sum upon termination or layoff.

22.5 An employee who is terminated or laid off and who is eligible for severance pay and accepts severance pay shall not retain seniority or recall rights.

An employee who does not accept severance pay shall retain his recall rights for a period of one (1) year, at which time he shall receive severance pay.

22.6 If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then the employee shall have the option of accepting the job or the severance pay.

22.7 The Employer agrees to give to the employees and the Union four (4) weeks notice in advance of a store closing or sale.

22.8 Employees who are eligible for severance pay and accept a transfer to a lower rated job will maintain their present rate, or the rate for the contract covering the area to which they are transferred, whichever is greater.

22.9 Letters of recommendation will be given to all laid off employees at time of layoff.

22.10 The Company agrees to recall any laid off employees in any new locations opened under the jurisdiction of the Local Union covered by this Agreement.

22.11 Payment of unused sick leave (Article 13.13) will be paid to employees laid off resulting from store closings.

22.12 Vacation and holiday pay shall be based on the highest rate paid to an employee during the one (1) year period prior to the employee receiving said vacation and holiday pay.

22.13 This Article shall not apply to Employers operating a single store, doing \$20,000.00 a week or less business computed on an average basis for the twelve (12) month period preceding the store closing date.

ARTICLE XXIII—TERM OF AGREEMENT

23.1 This Agreement shall be effective from June 16, 1975, through August 7, 1976, at which time it shall automatically renew itself from year to year, provided, however, that either party may give to the other party not less than sixty (60) days' notice in writing prior to the expiration date or to annual renewal date of its intention to change or terminate said Contract.

23.2 By execution of this Collective Bargaining Agreement, the Employer does hereby adopt, ratify and become a party to the Chicago Area Retail Food Clerks Unions and Employers Insurance Fund Agreement and Declaration of Trust and the Chicago Area Retail Food Clerks Pension Fund Agreement and Declaration of Trust, and said Agreements and Declarations of Trust are hereby incorporated herein and made part hereof. Further, the Employer reaffirms and ratifies all acts of the Trustees performed pursuant to said Agreements and Declarations of Trust.

Signed this day of, 1975.

For the Company:

By

For the Union:

Retail Clerks International Association, Local No.

By

APPENDAGE "A"—CHECKOFF

The following provision shall become effective for Retail Clerks Local Union No., if and when such Local Union desires to institute such checkoff procedure. Upon sixty (60) days' notice to the Employer involved, the following shall become applicable:

"The Employer shall for the term of this Agreement deduct initiation fees as authorized, and shall deduct Union dues from the last pay of each month of employees who are members of the Union who individually certify in writing authorization for such deductions. The authorization for such deduction may be revoked by the employee upon giving thirty (30) days' written notice to the Employer and the 'Union.' The Employer shall promptly remit all sums deducted in this manner to the Secretary-Treasurer of the Local Union."

MEMORANDUM OF AGREEMENT

Retail Clerks Union Local and the agreed to the following understanding concerning the application and interpretation of the current Collective Bargaining Agreement, which shall become effective June 8, 1975.

1. Store closing Article XXII—Produce Manager, Assistant Manager, Bookkeeper Cashier.
The Employer and the Union agreed to discuss the disposition of any of the above displaced employees as a result of store closings.
2. The Employer will submit a merged seniority list of its employees to the Union no later than November 1, 1975.
3. Available Hours—Article 8, Section 8.8.
A part-time clerk may claim up to twenty-five (25) hours per week, until the posting of the work schedule on September 4, 1975, for the week of September 7, 1975, at which time the part-time clerk may claim thereafter up to thirty-four (34) hours per week.

Dated this day of, 1975.

For the Company

By

For the Union

Retail Clerks Union, Local

By

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

October 7, 1975



Retail Clerks International Association
Suffridge Building
1775 K Street, Northwest
Washington, D.C. 20006

NOV 03 1975

REC'D RESEARCH DEPT.
OCT 10 1975
ANS.....

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Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) with the Illinois Food Retailers Association and Independent Food Stores and your locals 1504, 1460, 1453, 98, 1550, and 1540. The agreement we have on file expired June 1975.

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.

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. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Julius Shiskin

JULIUS SHISKIN
Commissioner

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

IF MORE THAN ONE AGREEMENT, USE BACK OF FORM FOR EACH DOCUMENT

1. Approximate number of employees involved - - - - - 1200
1205
2. Number and location of establishments covered by agreement 106
3. Product, service, or type of business Food Retailers Assn.
4. If your agreement has been extended, indicate new expiration date 8-7-76

Richard G. McAllister Richard G. McAllister 202+ 223-3111
 (Your name and position) (Area code and tel. no.)
 International Vice President, Director
 Membership Benefits Department Washington, D. C. 20006
 (Address) (City, State, ZIP code)
 Retail Clerks Intl. Assn.
 1775 K Street, N. W.

VI-X-8/7/76