

8/28/77-9/6/78

① HR P  
③ FOOD FAIR  
④ GARD UNION  
⑤ MEMCO STORES  
⑥ SAFWAY STORES  
JUL 17 1978  
#6758  
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AGREEMENT

① GIANT FOOD STORES

THIS AGREEMENT, made and entered into this 28th day of August, 1977, between GIANT FOOD STORES, INC. (hereinafter referred to as "Employer"), a participating member of Washington, D. C. Food Employers' Labor Relations Association (hereinafter referred to as "Employers' Council") and the RETAIL STORE EMPLOYEES' UNION, LOCAL NO. 400 of Washington, D. C., chartered by the Retail Clerks' International Union, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH:

*June of Local*

WHEREAS, the Employers' Council is an employer association of food chains in and about the Washington, D. C. area, and as bargaining agent for its member companies, has negotiated with the bargaining committee of the Union; and

WHEREAS, the Employer and the Union in the performance of this Agreement agree not to discriminate against any employee or applicant for employment because of race, color, religious creed, origin, age or sex.

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The use of personal pronouns of the male gender is for grammatical purposes only and the contract should apply equally to persons of either gender; and

WHEREAS, the parties hereto, through industry-wide bargaining desire to establish uniform standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious and efficient cooperation and mutual benefits.

ARTICLE 1  
MANAGEMENT AUTHORITY

1.1 The authority and responsibility for management of the business, including but not limited to the planning, direction and control of the work force shall repose exclusively in the Employer and its appointed representatives except as provided in this Agreement.

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1.2 In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such changes will be given to the Union. If requested to do so, the employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.

1.3 Should the Employer intend to substitute electronic checkout systems for existing equipment in any store, the Employer agrees to notify the Union in advance and to provide the Union a list of all employees regularly assigned to the store on the effective date of the utilization of said system.

1.4 Said employees shall not be removed from the Employer's payroll as a result of the installation of such a system. Employees may continue to be transferred, assigned to other work, or laid off in accordance with the seniority provisions of this agreement provided the layoff is for reasons other than the installation of such a system.

## ARTICLE 2 RECOGNITION

2.1 The Employer recognizes the Union as the exclusive bargaining agency for all of its employees, except Store Manager, Meat Department Personnel, and In-Store Bakery Personnel (production employees), in its retail food stores within a radius of twenty-five (25) miles of Washington, D. C., and in Prince Georges, Charles, St. Mary's, Calvert, and Montgomery Counties, and in Anne Arundel County south of South River from the Chesapeake Bay to State Highway No. 450, south of State Highway No. 450 from South River to Prince Georges County in Maryland.

2.2 The Employer further agrees that if the Employer should establish a new food store, or stores, within the territories described in Paragraph 2.1, this Agreement shall apply to such new store or stores. In the event the Employer engages in Department or Discount type stores, then the Employer and the Union shall negotiate as to the terms for wages, hours and working conditions for employees working in such stores.

2.3 All work and services connected with, or incidental to the handling or selling of all merchandise offered for sale to the public in the Employers' retail establishments covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above, for which the Union is recognized as the collective bargaining agency by the Employer except such work as is currently performed at the point of delivery by driver-salesmen in servicing retail markets with perishable bakery products and potato and corn chips directly from the delivery vehicle, and such services which are historically and customarily performed in the preparation and sale of meats, poultry, fish and seafood products either fresh, frozen, chilled, or smoked. Further exception that representatives of a company sponsoring special promotions may erect and stock initial special displays in connection with said special promotions. There shall be a limitation of three (3) times per year for promotional programs using persons other than employees of the Employer, provided, however, that such special promotions must be area-wide promotions. The application of this provision shall in no way restrict the work which may be performed by the Store Managers.

## ARTICLE 3 UNION SECURITY

3.1 All employees shall, as a condition of employment, become and remain members of the Union on and after the thirty-first (31st) day following the date of employment, or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is the later.

3.2 Upon failure of any employee to become and remain a member of the Union within the period and under the conditions specified in Paragraph 3.1 above, the Union shall notify the Employer, in writing, of such failure and the Employer shall, within seven (7) days of receipt of such notice, discharge any such employee as provided in the Labor Management Relations Act of 1947 as amended.

3.3 The application of Paragraph 3.1 above is deferred in any jurisdiction where the Union Shop is not permitted by law, except for the purpose of representation, unless and until such law is declared unconstitutional or is repealed or otherwise becomes inoperative as to the operations of the Employer.

3.4 The Employer will notify the Union in writing as soon as possible within 25 days from the date of employment, reinstatement, or transfer into the bargaining unit of any employee, of the name of such employee, the home address, place of employment, social security number and job classification (full time or part time), and the date of employment, reinstatement, transfer, termination, or change in status from part time to full time or full time to part time.

ARTICLE 4  
SENIORITY

4.1 Seniority for the purpose of this Agreement shall be calculated by continuous service from the last date of employment (except as otherwise provided). Seniority list for all full time employees and a separate list for all part time employees shall be set up by the Employer and shall be furnished to the Union upon request. Seniority areas governing this Agreement are outlined in Exhibit "C", attached hereto and made a part hereof. Seniority shall prevail in the following instances in the manner as listed hereafter.

4.2 The Employer recognizes the principle of seniority as being one in which the movement of an employee from one job to another or from one location to another through promotion, demotion, layoff, recall after layoff, or permanent transfer, shall be governed by the length of service of the employee, and in connection with such movement the Employer may take into consideration as to each employee involved his ability to perform the work.

4.3 In connection with lay-offs and store closing seniority will apply first to store, then the seniority area, then to the supervisors territory and last, employer wide within the geographical jurisdiction of this agreement.

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with due consideration being given to the job classification, fitness for the work involved, and the practicability of applying the rules of seniority in the particular case. Employees laid off for periods of less than twelve (12) months shall have preference to reinstatement in the reverse order. The service record of such reinstated employees shall not be interrupted. Sickness does not count as layoff. A full time employee shall have seniority over a part time employee to the extent that a full time employee who is laid off in order of seniority may claim a part time schedule calling for a reduction of hours provided due consideration is given to job classification and to fitness to perform the work involved. Part time employees shall have seniority over other part time employees under the same conditions.

4.5 Seniority and the employee's ability to perform the work shall be given consideration in regards to promotion within the bargaining unit. If the employee fails to qualify within a reasonable time for the upgraded position he or she will be afforded the opportunity to return to his or her former classification without loss of seniority. The Employer will notify the Union of all promotions to Department Head Classification.

4.6 Full time employees to be reduced to part time may exercise their right to a complete layoff without prejudice to their right of recall. When a full time employee is involuntarily reduced to part time he shall continue to accrue seniority as though he was still full time. When a full time employee voluntarily reduces himself in writing, his part time seniority is dated from the original date of hire.

Full time employees reduced from full time to part time through no fault of their own will retain full time Health and Welfare coverage for a period of six (6) months. The Employer will continue the full time Health and Welfare contribution for said period of time.

4.7 Any employees transferred into the bargaining unit from any other part of the Company shall retain their last employment date for the purpose of computing benefits, but their seniority date shall be otherwise established as of the date they commenced working in the bargaining unit.

4.8 Part time employees desiring full time work and lower classified food employees (excluding Utility Clerks) desiring to upgrade in classification shall be given preference for such work in accordance with the following procedure.

Employees desiring such work shall notify the Employer in writing during the periods March 1st to March 21st and September 1st to September 21st each year. Such letters shall remain valid for eighteen (18) months.

The first consideration for any such vacancies shall be given to employee with a current request in order of the employees seniority with ability to do the work to be considered.

Only requests for permanent classification change shall be valid and failure to be available thereafter for such work for a period of twenty-six (26) weeks after obtaining such status, except for reasons beyond the employee's control, shall be barred from future requests for a period of twelve (12) months.

Failure to accept an offer of such work in any of the Employer's stores within a seniority area shall result in removal of the employee's requests for the balance of that six (6) month period, but it shall not bar the employee from future requests.

Part time employees who are promoted to full time will receive credit for time worked on the basis of forty (40) hours being equivalent to one (1) week and the employees full time seniority date will be adjusted accordingly.

The Employer and the Union agree to exchange a list of part time employees requesting full time jobs during the months of January and July of each year. The list will contain the employee's name, social security number, store number, and date the letter was received by their respective office.

Part time employees who are promoted to full time will receive credit for time worked on the basis of forty (40) hours being equivalent to one (1) week and the employees full time seniority date will be adjusted accordingly.

4.9 The Union shall be notified of all full time openings.

ARTICLE 5  
HOURS AND OVERTIME

5.1 The guaranteed basic work week for all full time employees shall be forty (40) hours per week, consisting of five (5) eight (8) hour days. F 9-10  
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5.2 For the purpose of this Agreement the basic work week shall be from Monday through Saturday, inclusive.

5.3 Sunday work shall be isolated and shall not be a part of the basic work week.

5.4 All time worked by an employee in excess of eight (8) hours in any one (1) day, five (5) days in one (1) week, or forty (40) hours in any work week, or in excess of the thirty-two (32) hours in any week in which one of the specified holidays fall, shall be deemed overtime. Such overtime work shall be paid for at the rate of time and one-half (1-1/2) the employee's regular rate of pay, but the employee shall not be compensated for both daily and weekly overtime. Hours which qualify for Sunday premium pay as provided in Paragraph 5.3 of this Article shall not be included in computing weekly overtime. F 15-24  
80  
F 17-19  
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F 21-23  
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F 24-26  
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5.5 Employees who work an eight (8) hour shift shall work eight (8) hours in a period of either eight and one-half (8-1/2) or nine (9) consecutive hours and shall be granted an uninterrupted meal period of either one (1) or one-half (1/2) hour beginning not before three (3) hours of work nor later than five (5) hours of work. A half hour meal period shall be assigned only by mutual agreement. Employees who work a shift of less than eight (8) hours but more than five (5) hours shall, upon request, be granted an uninterrupted meal period of one-half (1/2) hour, not before three (3) hours of work nor later than four (4) hours of work.

5.6 Any employee instructed to work and who works his meal period shall receive pay for that period of time at the rate of time and one-half (1-1/2) the regular rate of pay.

5.7 The Employer may establish as many shifts as necessary and the starting time of such shifts shall be optional with the Employer.

5.8 There will be no split shifts.

5.9 Any full time employee who works later than 6:00 p.m. more than three (3) nights in any week shall be paid time and one-half (1-1/2) for the hours after 6:00 p.m. on the fourth (4th) or subsequent nights even though they may be a part of the regular shift.

5.10 Any time worked after 11:00 p.m. or before 6:00 a.m. shall be paid at time and one-half (1-1/2) of the employee's regular rate of pay, except for employees on the night crew.

5.11 Work performed on any of the holidays specified in Article 11 shall be compensated for at the rate of twice the employee's regular rate of pay, which shall be in addition to the straight time pay provided for the holiday. Work performed on Sunday shall be compensated for at double the employee's rate of straight time pay. All terms and conditions of this agreement shall apply to work performed on Sundays and holidays.

5.12 No employee shall be required to work on Sundays or the designated holidays. All work to be performed on Sundays or holidays shall be offered first to full time employees on the basis of seniority with due consideration given to job classification and fitness for the work required. If enough volunteers are not found in the store, the supervisor may then ask for volunteers from other stores in his territory. A sheet will be posted on Monday next to the work schedule for the purpose of signing up for Sunday and holiday work. The schedule for Sunday and holiday work will be assigned by seniority from this list.

Full time employees shall be offered eight (8) hours if work is available, and if the store is open for eight (8) hours. Part time employees shall be offered not less than four (4) hours. Any employee accepting Sunday or holiday work shall work not less than four (4) hours. Employees shall not be discriminated against for declining Sunday or holiday work nor shall they be coerced into accepting it.

5.13 The Employer shall not discipline any employee for their refusal to work unreasonable overtime. On days where overtime is worked it shall be offered to employees on a seniority basis with due consideration being given to job classification and ability to do the work. On days where overtime is worked and a second meal period is taken it shall consist of one-half (1/2) hour duration only.

5.14 Part time employees shall be employed a maximum of twenty-nine (29) hours per week, except during the period of June 15th to September 15th, when they may be employed a maximum of thirty-five (35) hours per week.

5.15 In any week in which a part time employee works in excess of the hours specified in 5.14, he shall be paid for all hours worked at his appropriate full time hourly rate.

5.16 No part time employee shall be scheduled for less than four (4) hours in any one (1) day.

5.17 Part time employees who report to work pursuant to instructions and are not given work shall be paid for their scheduled hours, but in no event for less than four (4) hours except for those stores closing at 6:00 p.m.

5.18 Full time employees reporting for work at their scheduled time or on instructions from their Employer shall be guaranteed eight (8) hours at straight time rate of pay for the employee's scheduled work days and four (4) hours with pay for non-scheduled days at the overtime rate of pay.

5.19 The Employer agrees to post a weekly work schedule, in ink, with employees names listed in order of seniority, and in a conspicuous place by noon on Saturday of the week preceding the week for which the schedule is effective of working hours specifying the starting and finishing times and regular days off. The schedule shall contain the employees' full name and shall have the scheduled hours of each employee totalled at end of column. The schedule for the night crew and those scheduled off on Saturday must be posted prior to the end of those employees' scheduled shift on Friday of the week preceding the week for which the schedule is effective. The schedule for all full time employees specifying the starting and finishing times and regular days off shall not be altered after it is posted except with approval of the employee. Each full time employee shall regularly receive the same day off each week. A seven (7) day written notice must be given in order for a full time employee's regularly scheduled day off to be changed. The schedule for a part time employee may be changed by notification to the employee prior to store closing the previous day.

A part time schedule shall be complete and reflect the anticipated basic need for the stores requirement for that week.

5.20 The Employer shall combine existing part time assignments on a seniority basis, unless such hours duplicate each other, providing the employee can do the work, so as to provide the maximum part time employment per individual within the definition of part time employment, and further to create as many full time positions as possible.

5.21 Employees working six (6) hours or more in a day shall receive two (2) rest periods of fifteen (15) minutes each, one (1) rest period to be in the first half of the work day, the second rest period to be in the second half of the work day as near as possible to the middle of each shift. Employees working less than six (6) hours in a day shall receive one (1) fifteen (15) minute rest period.

5.22 Employees who sustain an occupational injury requiring treatment by a doctor or hospital shall suffer no loss in pay for the day the injury occurs provided the employee returns to work unless otherwise instructed in writing by the attending doctor.

5.23 Effective October 2, 1977, eligible part time employees shall be scheduled a minimum of twelve (12) hours work per week, provided that they are available to work said hours on a regular and continuing basis. The twelve (12) hour minimum does not apply to probationary employees, students, part time employees holding another job, utility clerks, or employees not available.

ARTICLE 6  
WAGES AND EMPLOYEE CLASSIFICATIONS

6.1 Wage scales are set forth in Schedule "A" attached hereto and made a part hereof.

6.2 The minimum wage provided in Schedule "A" shall apply to all new employees and each new employee is to be on probation for a period of thirty (30) days. If during the thirty (30) day period it is found that the new employee is not suitable for the business, his services are to be terminated at the Employer's discretion.

6.3 The service record of any new employee retained after the probationary period of thirty (30) days shall date from the time of such employee's original employment. The salary of such employee shall be retroactive to the date of employment.

6.4 An employee who has worked within the industry during the past three (3) years shall be credited with all previous supermarket experience in the same type of work, or in the case of general merchandising or bakery employees, all previous experience in a similar capacity, proven by verification or ability, which shall be recognized as seniority for the purpose of establishing the pay scale to which the employee is entitled. The Employer, employee, and the Union will make every effort to verify all previous experience on the employee's application. If, however, complete information cannot be obtained within the first three (3) months of employment, the pay scale shall be determined by the Employer on the basis of whatever verification of experience has become available and the employee's ability. The Employer agrees to notify the Union no later than forty-five (45) days after employment if complete verification of experience has not been obtained.

6.5 When a higher classified employee is absent from his position for more than one (1) day and another employee performs the job of the higher classified employee, he shall receive the appropriate rate of pay of the higher classification.

6.6 Department Heads may be assigned in stores where designated by Employer and where assigned, they will be paid the prevailing rate as listed in Schedule "A" of the respective Employer.

6.7 The duties of Bakery Clerks shall be to promote the sales of the Bakery Department items and keep the Department in an orderly condition and to perform other duties assigned by the Store Manager but Bakery Clerks shall not be required to perform the duties of a higher wage rated job.

6.8 The duties of the Porter shall be limited to the general cleaning up of the store and carrying out of the customers' packages, but in no other instance shall porters be required to handle, display, or sell any merchandise sold in the store.

ARTICLE 7  
UTILITY CLERKS

7.1 Utility Clerks shall be guaranteed ten (10) hours work per week. Their duties shall be limited to bagging, parcel pick up, cleaning up around the checkout stand and parcel pick up area and racking empty bottles.

7.2 Eligible Utility Clerks will receive vacations as provided in Article 10 and four (4) hours pay for legal holidays as provided for in Article 11. Drug, Optical, and Dental benefits will be provided for the employee only according to the terms of Article 16.

7.3 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:

- A. 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.
- B. Upon the first violation of this Section, the Utility Clerk in the store involved shall be paid the regular clerks starting rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performance of Utility Clerks' duties.
- C. Upon a second violation in the same store, all Utility Clerks in the store involved shall be paid the regular clerks starting rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerk duties.
- D. 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.

ARTICLE 8  
NIGHT CREW EMPLOYEES

8.1 A night crew employee is one who is scheduled for work on a night crew two (2) or more nights in any one (1) week. No employee shall be required to work a day and a night shift in the same work week.

8.2 Any employee working on the night crew two (2) or more nights during the week shall receive the night premium for all hours worked during the entire week.

Any time worked by a member of a night crew prior to 10:00 p.m. or after 9:00 a.m. shall be paid at time and one-half (1-1/2) of the employee's regular rate of pay which shall be in addition to his night premium.

8.3 When a majority of the night crew employees in any individual store, who by written mutual consent with the Employer choose to elect to report to work before 10:00 p.m. or beyond 9:00 a.m. shall be deemed to have waived the overtime provision of 8.2 and the premium provision of 5.11 for those hours covered by such election.

8.4 Each employee working on the night shift will receive an additional fifty cents (50¢) per hour, which shall be over and above the regular rate of pay for the same or similar day job.

8.5 One person other than the Assistant Manager or Department Head shall be designated as the employee in charge of the night crew. This employee shall not be replaced by any employee in a higher wage classification.

8.6 The employee in charge of the night crew will receive in addition to his night premium, an additional premium of fifteen dollars (\$15.00) per week. A night captain in charge in a store which is open for business on a 24-hour basis shall receive an additional ten dollars (\$10.00) per week night premium (in addition to the fifteen dollars (\$15.00) per week night captain premium).

8.7 Part time employees may be assigned on a night shift, provided however, they must be assigned for a full shift of not less than eight (8) hours.

8.8 No night crew employee shall start his shift before 6:00 a.m. on January 2 and on December 26. Should any work be performed before 6:00 a.m. on January 2 and/or December 26 the employee shall receive double time for those hours therein.

8.9 The meal period for night crew workers shall be one-half (1/2) hour and the eight (8) hour shift shall be worked in a period of eight and one-half (8-1/2) consecutive hours.

8.10 Any regular member of the night crew will receive his basic weekly wage plus his night premium in the computation of his overtime, vacation or holiday pay.

8.11 Employees who want on or off the night crew shall bid as follows: A request must be in writing to the Employer and will be placed on the list referred to in Article 4.8. As day openings occur, the most senior employee on the combined list shall be assigned to the job provided the employee is available to work such hours on a regular and continuing basis.

ARTICLE 9  
WORKING CONDITIONS

9.1 The Employer will furnish and launder such store linens as it desires worn by its employees. In the event the Employer provides dacron or similar type uniforms for employees, these garments may be laundered by the employee. Since this item of expense is intended to make the Employer's service more attractive to customers, members agree to cooperate by presenting a neat, clean, businesslike appearance while on duty in the store.

9.2 The Employer shall have the right to discharge or discipline any employee for good cause, including but not limited to, proven or acknowledged dishonesty, intoxication during working hours, drinking or gambling on Employer's premises, or direct refusal to obey orders by the Employer which are not in violation of this Agreement, provided, however, that no employee shall be discharged or discriminated against because of membership in the Union or for Union activities.

9.3 In the event that an employee's work is unsatisfactory, he shall be given at least one (1) written notice before disciplinary action is taken, and a copy of the notice shall be sent to the Union at the same time. Notices and warnings shall become null and void nine (9) months from date of issue.

9.4 Representatives of the Union shall have access to the Employer's stores for the purpose of determining that the terms of this Agreement are being complied with including but not limited to inspecting work schedules, investigating the standing of employees and inspecting the pay records, which shall be available for a reasonable length of time.

9.5 No employee shall suffer a reduction of hourly wage rates, increase of hours, or reduced vacation time solely by the signing of this Agreement.

9.6 If a physical examination or health permit is required by the Employer or Local government, all expense attached to same shall be borne by the Employer.

9.7 If any employee is required to work in more than one (1) store in the same day, the expense for necessary transportation shall be borne by the Employer. The time required for travel between the stores shall be included as a portion of the employee's work day and considered as time worked for all purposes. An employee on temporary assignment away from his regularly assigned store which requires additional transportation expense shall be reimbursed for such increased expense on the basis of fifteen (15¢) per mile, except, however, when an employee chooses public transportation, except taxicabs, he shall be reimbursed only for the actual cost of such increased transportation. Temporary assignments will not exceed 30 days except in cases of relief of an employee absent on extended sick leave.

9.8 Employees shall be at their stores ready for work at their scheduled starting time, otherwise they are reporting late. They shall remain at their work until their scheduled quitting time. Employees shall be paid for all time worked. There shall be a time clock in each of the Employer's stores for the purpose of recording time worked. The Employer and the Union agree that a proven violation of established time clock rules, including working before punching in or after punching out, may subject such an employee to disciplinary action up to and including discharge. Furthermore, all time during which an employee is suffered or permitted to work or is required to be on duty on the Employer's premises at a given work place shall be considered hours worked, and recorded on the time cards or time sheets.

9.9 Employees shall have a minimum of ten (10) hours off between the ending of their scheduled shift and the starting of their next scheduled shift. Any employee who works during this ten (10) hour period shall be paid for such time at the rate of time and one-half (1-1/2) their straight time rate of pay.

9.10 The Employer shall maintain a first aid kit, fully equipped in each store to be available for all shifts worked.

9.11 Notice concerning Union business will be posted in designated locations in the stores, after approval by management.

9.12 No employee may be required to make up or be disciplined for cash register shortages, unless he is given the privilege of checking the change and daily receipts upon starting and completing the work shift.

9.13 No employee shall be required to make good any bad checks cashed unless said checks are cashed in violation of the Employer's rules and regulations, which have previously been given to the employee in writing.

9.14 No employee shall be given a polygraph (lie detector) test, unless the Union agrees in writing.

9.15 Time spent at legal proceedings at the request of the Employer or Employer's counsel shall be compensated at straight time rates. Such compensation shall also be paid for time spent at the request of any law enforcement agency, involving investigation or legal proceeding for the benefit of the Employer, provided the employee has given the store manager prompt notice of the request. Such hours shall not be considered as time worked for the computation of daily or weekly overtime, unless it is a part of the regular scheduled work week.

9.16 The Employer will discuss, investigate and correct any problem of jackets or gloves in connection with frozen food lockers and dairy.

ARTICLE 10  
VACATIONS

10.1 Full time employees with one or more years of continuous service shall be granted vacations as follows:

ANNUAL VACATION

One week uninterrupted  
after one year

Two weeks uninterrupted  
after three years

Three weeks uninterrupted  
after eight years

(Effective 1-1-79)  
Three weeks uninterrupted  
after seven years

Four weeks after  
fourteen years

(Effective 1-1-78)  
Four weeks after  
thirteen years

Five weeks after  
twenty years

PRO-RATA VACATION ON  
TERMINATION

1/12 week for each  
additional month

2/12 week for each  
additional month

3/12 week for each  
additional month

3/12 week for each  
additional month

4/12 week for each  
additional month

4/12 week for each  
additional month

5/12 week for each  
additional month

10.2 Employees discharged for proven or acknowledge dishonesty shall not be entitled to any vacation pay.

10.3 Employees who for good and sufficient reason desire to take their three, four or five weeks uninterrupted vacation must request same in writing thirty (30) days prior to the date the vacation is to be taken. Such requests are subject to approval by both the Employer and the Union. Employee may take vacation in any of the fifty-two (52) calendar weeks, subject to management approval.

10.4 Vacation time shall be computed from date of employment or anniversary of vacation eligibility date, and shall be taken at a time convenient to both the employee and the Employer, and shall be paid at the rate of pay in effect at the time the vacation is taken. An employee who is absent from work for less than sixteen (16) weeks during his anniversary year shall receive his full vacation allowance but if absent for reasons other than illness or for illness for more than sixteen (16) weeks or in the case of Workmen's Compensation cases for more than six (6) months, he shall receive one-twelfth (1/12) his vacation entitlement for each full month worked during the anniversary year. The vacation schedule shall be available on request by an employee.

10.5 When a holiday designated in Article 11.1, .2, .3 occurs during the full time employee's vacation, the employee shall be entitled to an extra days vacation, said day to be continuous with employee's vacation, or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

10.6 Seniority of employees shall be the governing factor in selection of vacation dates. The vacation schedule of any employee cannot be changed except by mutual agreement, when it is less than sixty (60) days to the date the employee has selected. The vacation schedule shall be available on request by an employee.

10.7 Vacation pay is to be paid to the employee prior to the day the vacation begins. If the employee's vacation pay is not available when he is scheduled to leave he will be paid from store funds.

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10.8 Part time employees shall be entitled to a vacation on or after each anniversary date of their employment, prorated on the basis of the average straight time hours worked during the preceding year according to the vacation formula set forth above and subject to the same conditions as pertain to full time employees.

10.9 When a holiday designated in Article 11.1, .2, .3 occurs during a part time employee's vacation, he shall be paid five (5) hours holiday pay if he qualifies under Article 11.5, .6.

10.10 Part time employees who change to full time will receive credit for the vacation earned on the basis of forty (40) hours being equal to one (1) week of work. In the computation of future vacations, credit shall be given for hours worked as a part time employee and the vacation anniversary date adjusted accordingly.

10.11 Full time employees changing to part time will continue their original vacation anniversary date and will receive part time vacation on the basis of average hours worked during the vacation year. The original employment date will be the basis for determining eligibility.

ARTICLE 11  
HOLIDAYS

11.1 The Employer agrees that the following days shall be holidays. When a holiday falls on a Sunday, the following Monday shall be observed:

New Year's Day<sup>1</sup>  
Easter Monday<sup>2</sup>  
Memorial Day<sup>3</sup>  
Independence Day<sup>4</sup>

Labor Day<sup>5</sup>  
Thanksgiving Day<sup>6</sup>  
Christmas Day<sup>7</sup>

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Work may be performed on any of the hereinabove mentioned holidays, however, work as such shall be compensated for at the rate of double the employee's regular straight time rate of pay, which shall be over and above the regular straight time rate of pay as provided.

11.2 Mini-Vacations:

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110

A. Effective January 1, 1978, employees on the payroll as of January 1, 1978, shall receive four (4) personal days off with pay. Effective January 1, 1980, said employees shall receive one (1) personal day off with pay for each ten (10) weeks of service up to a maximum of five (5) days per calendar year. Effective January 1, 1980, said employees shall receive five (5) personal days off with pay.

Employees hired after January 1, 1978, shall receive one (1) personal day off with pay for each three (3) months of service up to a maximum of four (4) days.

B. Personal days may be used for the purpose of Mini-Vacations. Employees shall be entitled to such days at a time of their choice subject to store seniority preferential in the event of conflict of employee choice.

Employees shall notify the Store Manager at least two (2) weeks in advance of his intention to use his personal days off for a mini-vacation.

C. Employees shall notify the Store Manager at least two (2) weeks ~~in advance of his intention~~ to take a personal day off ~~(except in case of using personal days for mini-vacation)~~ and the employee shall receive such day off or a mutually agreed upon day off. In the event of a conflict of employee choice, seniority shall prevail.

D. An employee who separates or is separated from the Employer's service, voluntarily or involuntarily (including but not limited to separation occasioned by voluntary or involuntary termination of the Employer's business), except when said employee is duly discharged for dishonesty, shall on separation, be paid for unused personal days on a pro-rata basis.

E. Employees may use personal days for absence due to illness not otherwise compensated for under this Agreement.

F. Such holidays shall be paid on the basis of five (5) hours pay for part time and eight (8) hours pay for full time.

11.3 Work schedules shall not be changed for the purpose of avoiding holiday pay.

11.4 Full time employees shall be granted holiday pay based on an eight (8) hour day.

11.5 To receive the aforementioned holiday pay, an employee shall be at work on the working day preceding and following such holiday, except for those on vacation or absence approved by manager. Holiday pay shall be given an employee who is prevented from working on his scheduled day before or his scheduled day after the holiday because of illness to the employee, or the employee's wife, husband, or child, of such a serious character as to require the employee to remain away from work. This seriousness must be attested to by a physician. Holiday pay shall be granted to an employee who does not work his scheduled day before or his scheduled day following the holiday in the event the employee's absence is caused by a verified accident. Provided, however, that in all events the employee must work at least one (1) day during the week in which the holiday falls in order to qualify for holiday pay.

11.6 All part time employees upon the completion of sixty (60) days but less than one year of continuous service with the Employer shall be paid five (5) hours holiday pay at the straight time hourly rate provided one of the holidays listed in Paragraph 11.1 above falls on a day he or she would normally be scheduled to work provided such employee works his or her scheduled work day before and his or her work day after such holiday, Sundays excepted. Work schedules shall not be changed for the purpose of avoiding holiday pay. Where an employee is scheduled to work only one day in a week and the holiday falls on that day, the one day requirement shall be waived.

11.7 Part time employees with one or more years of continuous service regardless of whether they are normally scheduled to work on the day that the holiday falls shall receive holiday pay for five (5) hours provided the employee works his last scheduled work day before and scheduled work day after the holiday. To be eligible for the holiday pay the employee must work at least one day during the holiday week. Where an employee is scheduled to work only one day in a week, the one day requirement shall be waived.

11.8 Hours and/or days which qualify for Sunday or holiday premium pay shall not be included in computing weekly overtime. There shall be no pyramiding of overtime and/or premium pay. Hours worked on Sundays or holidays shall be in addition to the normally scheduled work week.

ARTICLE 12  
LEAVES OF ABSENCE

Subject to the following conditions, employees shall be granted leaves of absence which shall not interrupt their service records:

12.1 Leave of absence shall be granted up to one (1) year without pay when an employee with six (6) or more months of continuous service is unable to work because of sickness or accident, and this leave shall become effective after the final sick benefit payment is made. The disability must be attested to by a registered physician. However, in the event such employee is unable to return to work at the expiration of his leave period, he shall be entitled to an additional leave of six (6) months if he submits satisfactory medical evidence that he will be able to return to his regular duties within the said additional period. The employee must give two (2) weeks notice in writing prior to the date he intends to return to work.

12.2 Any employee having completed six or more months of service, and who is pregnant shall be granted a leave of absence without pay upon a written request stating that the employee intends to return to work upon the termination of the pregnancy.

In support of such request the employee shall submit a statement from a physician:

1. Certifying that the employee is pregnant,
2. Fixing the approximate date of birth, and
3. Fixing a date beyond which the employee cannot work because of inability to perform the job properly or that the employee's health or safety may be endangered by continued work.

The leave shall begin on the date fixed by the physician and shall in the first instance be for up to one year. However, in the event the employee is unable to return to work at the expiration of the leave period, the employee shall be entitled to an additional leave of six months upon the submission of satisfactory medical evidence that the employee will be able to perform the regular duties of the job within the said additional period.

Before returning to work, the employee shall furnish the Employer with a physician's certificate stating that the employee is physically able to resume the full normal duties of the job. Additionally, the employee shall give two weeks written notice to the Employer of the day on which the employee intends to return to work. If the employee is not assigned by the expiration of the two weeks notice, the employee must receive pay in lieu of work thereafter.

12.3 In the case of a death in the immediate family (namely, the death of a parent, spouse, child, brother, sister, grandparent, or parent-in-law) of any full time employee requiring the employee's absence from his regularly scheduled assignments, the employee shall be granted leave of absence with pay of three (3) scheduled work days.

12.4 In the case of a death in the immediate family (namely, the death of a parent, spouse, child, brother, sister, grandparent, or parent-in-law) of any part time employee requiring the employee's absence from his regularly scheduled assignments, the employees shall be granted leave of absence with pay up to three (3) days. When an employee's normal time off falls within the three (3) day period, he shall be reimbursed for the portion of the time normally scheduled for work.

12.5 Employees, full or part time, who serve 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 in which they serve. Such employee shall give the Employer two (2) weeks prior notice.

12.6 Any member of the Union employed by the Employer who is elected to a permanent office in the Union or is assigned by the Union to a Union activity necessitating leave of absence, shall be granted such leave of absence and shall, at the end of the term in the first instance or at the end of his mission in the second instance, be given reemployment at his former wage rate plus any increase or less any reductions that may have become effective during his absence.

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12.7 Approved leaves of absence for reasons other than those listed above shall not interrupt an employee's service record.

ARTICLE 13  
JURY DUTY

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13.1 Employees actually serving on juries shall receive the difference between their straight time weekly basic pay and the amount received while on jury duty. They will be expected to work their regularly posted schedule on days when the jury is not in session. The schedule of a part time employee shall not be altered solely for the purpose of avoiding jury duty pay.

13.2 An employee serving on the jury shall not be required to work hours other than those during which the employee is normally scheduled and in no case shall they be required to report for less than four (4) hours.

13.3 When a night crew employee is called to serve on jury duty he shall be excused from his schedule without loss of weekly earnings.

ARTICLE 14  
STORE CARD OR DECAL

The Union agrees to furnish to the Employer Union Store Cards and/or Decals for each of the Employer's stores. Such cards or decals shall remain the property of the Retail Clerks' International Union and shall be surrendered to the Union upon demand. The Employer shall display such Union Cards or Decals in a conspicuous area accessible to the public in each establishment covered by this Agreement.

ARTICLE 15  
SHOP STEWARDS

15.1 The Union shall have the right to appoint one Shop Steward in each store, whose duties shall be to report any irregularities to the Union. In no instance shall the Shop Steward be discriminated against for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer. Shop Stewards shall report all irregularities to the Store Manager prior to reporting same to the Union.

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FOR LAYOFFS AND RECALLS

15.2 Shop Stewards may not be transferred from store or job assignment without written consent of the Union, except in cases of promotion. The Shop Stewards shall have superseniority among all other employees ~~in their store~~. Further, the Shop Stewards shall not be threatened, coerced or intimidated for performing Union activities.

15.3 In the interest of promoting cooperative relations the Store Manager shall introduce each new employee in his store to the Union Shop Stewards within one week after the new employee reports to work. Stewards shall give the new employee a copy of the contract and shall explain its operation. The Shop Steward may answer any questions the new employee asks him. They may request the new employee to join the Union and may make arrangements for the new employee to become a member.

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15.4 The Union shall furnish to the Employer a complete list of Shop Stewards which shall be amended from time to time as may be necessary. Shop Stewards shall be entitled to a leave of one day each calendar year with pay for Shop Steward Training and Education. The Union must notify the Employer at least two (2) weeks in advance thereof. The Shop Steward must upon returning from the leave present the Store Manager with written evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended. The parties agree that only one Shop Steward per store will be eligible for pay for said day.

The limitation of one Shop Steward per store shall be "grandfathered" so that the limitation on the number of Shop Stewards per store shall not apply in stores where there were more than one Shop Steward on August 24, 1974. In these stores the number of stewards shall be reduced to a single Shop Steward through the normal process of attrition.

ARTICLE 16  
HEALTH AND WELFARE

16.1 Effective October 2, 1977, to and including September 30, 1978, the Employer shall contribute to the FELRA and Retail Store Employees Union Health and Welfare Fund, the sum of two hundred dollars and sixty-one cents (\$200.61) per month for each full time employee who is on the Employer's payroll on the first day of each month and eighty-three dollars and thirty-four cents (\$83.34) per month for each part time employee who is on the Employer's payroll on the first day of each month. Contributions on behalf of Utility Clerks shall be sixteen dollars (\$16.00) per month. The monthly contributions by the Employer will commence with the first full payroll month following the first of the month after completion of three (3) months of continuous employment with the Employer.

16.2 Thereafter the Employer shall make monthly contributions in amounts determined by the Board of Trustees of the above Fund, so as to maintain current and existing benefits (as amended in the negotiations of August 1977) and further to provide a three (3) month financial reserve.

16.3 Any change in contribution shall be preceded by a thirty (30) day written notice from the Board of Trustees to the Employer.

16.4 The contribution provided for in this Agreement shall be in lieu of any obligation on the part of the Employer to provide any Health and Welfare benefits other than those provided by the Trust Agreement and Plan governing the Fund.

16.5 The Fund shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employers' Labor Relations Association and the Union.

16.6 It is agreed that all questions involving Health and Welfare not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

16.7 An Employer, at its discretion, may or may not be required to designate a representative on the Board of Trustees, but in any event the Employer agrees to be bound by all the decisions made by the Trustees in accordance with the Declaration of Trust.

ARTICLE 17  
PENSION

17.1 Effective October 2, 1977, the Employer shall contribute to the FELRA and Retail Store Employees Union Pension Fund (hereinafter called "the Fund"), a total of ninety one dollars and seventy-nine cents (\$91.79) per month for each full time employee and twenty-five dollars and one cent (\$25.01) per month for each part time employee who received compensation from the Employer during said month. The monthly contribution by the Employer for new employees will commence with the first full payroll month following completion of thirty (30) days of continuous employment with the Employer, retroactive to the date of employment.

17.2 Effective October 2, 1978, the Employer shall contribute to the Fund a total of ninety-nine dollars and seventy-nine cents (\$99.79) per month for each full time employee and twenty-nine dollars and twenty-seven cents (\$29.27) per month for each part time employee who received compensation from the Employer during said month.

17.3 Effective September 30, 1979, the Employer shall contribute to the Fund a total of one hundred eight dollars and nineteen cents (\$108.19) per month for each full time employee and thirty-three dollars and seventy-eight cents (\$33.78) per month for each part time employee who received compensation from the Employer during said month.

17.4 The Pension Fund and Plan shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employer's Labor Relations Association and the Union.

17.5 It is understood and agreed that the Pension Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service, so as to allow the Employer an income tax deduction for the contribution paid hereunder.

17.6 It is agreed that the Pension Plan shall provide that it be mandatory that each employee covered by this Agreement shall retire not later than the first (1st) day of the month following his or her sixty-fifth (65th) birthday.

17.7 It is agreed that all questions involving pensions not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

17.8 An Employer, at its discretion, may or may not be required to designate a representative on the Board of Trustees, but in any event the Employer agrees to be bound by all the decisions made by the Trustees in accordance with the Declaration of Trust.

17.9 The above contributions shall not be applicable to those employees classified as Utility Clerks.

17.10 The Pension Fund contribution for non-food employees hired after August 27, 1977, is subject to the provisions of Exhibit D attached hereto.

ARTICLE 18  
SEVERANCE

18.1 Effective December 30, 1979, the Employer shall contribute to the Retail Store Employees Union and FELRA Severance Trust Fund (hereinafter called "the Fund"), a total of ten cents (10¢) per hour for all straight time hours worked for each employee on the payroll. The hourly contribution by the Employer for new employees will commence with the first full payroll month following completion of thirty (30) days of continuous employment with the Employer, retroactive to date of employment.

18.2 The Severance Fund and Plan shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employers' Labor Relations Association and the Union.

18.3 It is understood and agreed that the Severance Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service, so as to allow the Employer an income tax deduction for the contribution paid hereunder.

18.4 It is agreed that all questions involving severance not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

18.5 An Employer, at its discretion, may or may not be required to designate a representative on the Board of Trustees, but in any event the Employer agrees to be bound by all the decisions made by the Trustees in accordance with the Declaration of Trust.

18.6 The above contributions shall not be applicable to those employees classified as Utility Clerks.

ARTICLE 19  
VOLUNTARY CHECK-OFF OF UNION FEES

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/3  
The Employer shall check-off initiation fees and dues from all members who authorize in writing such deductions and shall make every effort to remit the same to the Secretary-Treasurer of Local 400 not later than the first of the month following the deduction. Dues will be checked off weekly and remitted monthly.

ARTICLE 20  
GRIEVANCES AND ARBITRATION

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/1  
20.1 Should a controversy, dispute or disagreement arise during the period of this Agreement concerning the interpretation of the provisions of this Agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the Agreement, there shall be no cessation or stoppage of work or lockout because of such controversy, dispute, or disagreement, but the difference shall be adjusted in the following manner.

20.2 Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall, within three (3) days, commence discussion in an attempt to reach a settlement of the controversy.

20.3 If the matter is not amicably settled under 20.2 above, then either party may, on giving five (5) days notice to the other party, submit the matter to a Board of Arbitration appointed as follows:

(1) One member shall be appointed by the Employer involved, and one member shall be appointed by the Union. They shall, within three (3) days thereafter, mutually select a neutral chairman who shall be disinterested, and not a member of the Union, nor engaged in the same line of business as the Employer, and these three (3) shall constitute a Board of Arbitration and shall render a decision within five (5) days or such further time as the Board of Arbitration may mutually agree upon and said decision shall be final, binding and conclusive upon all parties concerned.

(2) In the event the Board of Arbitration is unable to agree on a mutual chairman within the time limits herein prescribed, a request shall be made to the Federal Mediation and Conciliation Service for a list of fifteen (15) Arbitrators and the parties shall select therefrom one (1) Arbitrator as follows: each of the parties shall strike one (1) name from the list until a last name remains, each of the parties drawing lots to determine who shall be entitled to the first strike.

(3) 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 or to make decisions or provisions covering wages or working conditions to be incorporated either in a new Agreement or any subsequent annual Agreement, except as hereinafter provided.

20.4 The provisions of no strike or lockout shall not be binding on either party if the other fails to abide by the decision of the Board of Arbitration. The expenses of the Arbitrator shall be borne equally by both the Employer and the Union.

20.5 All complaints must be filed, in writing, within thirty (30) days after occurrence of the matter in dispute or disagreement, provided that any complaints in reference to dismissal must be filed, in writing, to the Employer within ten (10) days from the date of dismissal. Complaints not filed within the limits herein specified shall have no right of appeal by any party involved.

20.6 During the consideration of such difference or misunderstanding, neither party shall use any coercive or retaliatory measures to compel the other party to accede to its demands.

20.7 Since it is the desire of the parties to expedite the handling of all grievances, they therefore agree that the time limits prescribed must be followed. The party failing to move forward as required shall be deemed to have withdrawn the grievance. All notices required herein shall be in writing.

20.8 In lieu of paragraph 20.3 of this Article, the Employer and Union agree to establish a panel of arbitrators.

This permanent panel shall be established and in operation not later than March 1, 1978.

The Employer and the Union agree to expedite all arbitration cases through this panel within a seven (7) day period, unless the need for additional time is required for preparation. In no case will the elapsed time exceed fifteen (15) days, unless agreed to by the Union and the Employer.

#### ARTICLE 21 MILITARY SERVICE

The Employer will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States. At the time an employee leaves for military service, he shall receive whatever vacation pay is due him. The application of this provision will comply with the Military Selective Service Act of 1967 as amended.

#### ARTICLE 22 NO STRIKES OR LOCKOUTS

There will be no strikes or lockouts during the existence of this Agreement. The Union agrees that during such time it will not order, but will use every effort to prevent a concerted cessation of work by any of the employees of the Employer for any reason,

Except for:

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E/S
- (1) Refusal to comply with the arbitration machinery set forth herein, or,
  - (2) Refusal to comply with the decision of the Board of Arbitration, or
  - (3) Failure to reach an agreement in the negotiations of wages, hours and working conditions provided for in Article 2, paragraph 2.2 hereinabove. Nothing herein contained shall compel any employee to walk through a picket line, provided the picket line has the sanction of his own International Union.

#### ARTICLE 23 INVALIDATION

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Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision, provided, however, that upon such a decision the parties agree immediately to negotiate a substitute for the Invalidated Article, Section, or portion thereof.

ARTICLE 24  
RETROACTIVITY

It is agreed that the wages established in this Agreement shall be retroactive to and including August 28, 1977.

ARTICLE 25  
DURATION OF CONTRACT

This agreement shall continue in effect from August 28, 1977, through September 6, 1980, and shall continue in effect from year to year after September 6, 1980, unless either party serves notice in writing on or before July 6, 1980, or on or before July 6th of any year thereafter of a desire for termination of or for changes in the Agreement. In the event either party serves such notice in respect to changes in the Agreement, the Employer and the Union shall immediately begin negotiations on the proposed changes, and that pending the termination of negotiations, neither party shall change conditions existing under the Agreement, it being understood and agreed that either party may in its own discretion, by written notice, unilaterally terminate such negotiations whenever it so desires.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED BY DISTRICT OF COLUMBIA  
FOOD EMPLOYERS' LABOR RELATIONS  
ASSOCIATION

BY: \_\_\_\_\_

- Rate > O.K. (increases) put 5A-17

SCHEDULE "A"

CLASSIFICATION	8/28/77		8/27/78		3/4/79	8/26/79		3/2/80
	HOURLY	WEEKLY	HOURLY	WEEKLY		HOURLY	WEEKLY	
A. Across the Board Increases	.50		.50			.50		
Assitant Manager	8.28	331.20	8.83	353.20	C	9.38	375.20	C
Grocery Manager	7.90	316.00	8.55	342.00	O	9.21	368.40	O
Produce Manager	7.90	316.00	8.55	342.00	S	9.21	368.40	S
<u>Full Time Clerks</u>					T			T
1st 6 mos.	5.82	232.80	5.82	232.80		5.82	232.80	
2nd 6 mos.	6.41	256.40	6.86	274.00		7.31	292.00	
3rd 6 mos.	6.59	263.60	7.05	282.00		7.51	300.40	
4th 6 mos.	6.78	271.20	7.25	290.00	O	7.72	308.80	O
Thereafter	7.19	287.60	7.69	307.60		8.19	327.60	
<u>Part Time Clerks</u>					F			F
1st 6 mos.	5.62		5.62			5.62		
2nd 6 mos. (1040)	6.25		6.70			7.15		
3rd 6 mos. (2080)	6.44		6.91		L	7.37		L
4th 6 mos. (3120)	6.69		7.17			7.65		
2 years (4160)	6.93		7.43		I	7.93		I
<u>Full Time Porters</u>					V			V
1st 6 mos.	4.95	197.60	4.95	197.60		4.95	197.60	
2nd 6 mos.	5.59	223.60	6.09	243.60	I	6.59	263.60	I
<u>Part Time Porters</u>					N			N
1st 6 mos.	4.94		4.94			4.94		
After 6 mos. (1040)	5.49		5.99		G	6.49		G

<u>CLASSIFICATION</u>	<u>HOURLY</u>	<u>WEEKLY</u>	<u>HOURLY</u>	<u>WEEKLY</u>		<u>HOURLY</u>	<u>WEEKLY</u>	
<u>Bakery Manager</u>	5.90	236.00	6.40	256.00	C	6.90	276.00	C
<u>F.T. Bakery Clerk</u>					O			O
1st 6 mos.	4.88	195.20	4.88	195.20		4.88	195.20	
2nd 6 mos.	5.47	218.80	5.95	238.00	S	6.43	257.20	S
3rd 6 mos.	5.66	226.40	6.16	246.40	T	6.66	266.40	T
<u>P.T. Bakery Clerk</u>								
1st 6 mos.	4.77		4.77			4.77		
2nd 6 mos. (1040)	5.35		5.83			6.32		
Thereafter	5.50		6.00		O	6.50		O
B. Across the Board Increases	.30		.31		F	.30		F
<u>Non Food Clerk (40 Hour week)</u>								
Start	3.35	134.00	3.60	144.00	L	3.75	150.00	L
After 6 mos.	3.75	150.00	4.00	160.00		4.15	166.00	
After 12 mos.	3.85	154.00	4.15	166.00	I	4.30	172.00	I
After 18 mos.	4.00	160.00	4.25	170.00	V	4.40	176.00	V
<u>Merchandise Manager (Non-Food)</u>	6.30	252.00	6.61	264.40	I	6.91	276.40	I
<u>Cosmetician</u>	5.25	210.00	5.56	222.40	N	5.86	234.40	N
<u>Utility Clerk</u>					G			G
1st 6 mos.	3.00		3.00			3.15		
2nd 6 mos.	3.15		3.25			3.40		
3rd 6 mos.	3.30		3.40			3.50		
Thereafter	3.50		3.60			3.75		

COST OF LIVING ALLOWANCE

To determine any cost of living adjustment or any cost of living allowance, the following provisions only shall apply during the term of this Agreement.

There shall be two (2) cost of living adjustments.

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1. Effective with the first pay period beginning on or after March 1, 1979, and hereafter during the period of this Agreement the cost of living adjustment, if applicable, shall be made and a second adjustment shall be made with the first pay period beginning on or after March 1, 1980.

2. Such adjustment shall be made based on changes, if any, in the first published Consumer Price Index (New Series - for Urban Wage Earners and Clerical Workers) of the Bureau of Labor Statistics, U. S. Department of Labor (1967=100) (hereinafter referred to as the CPI), as of the prior August and January respectively.

3. If there is no change in the CPI requiring an adjustment in a different amount, the amount of the adjustment, if any, will continue in effect for an additional six (6) month period.

4. To determine the allowance, if any, to be made under this paragraph, the change in the CPI level between August 1978 and January 1979 shall be used and a one cent (1¢) change will be made for each four tenths (.4) increase in the CPI. The same shall be true in computing the adjustment levels between August 1979 and February 1980.

5. If after an allowance has been in effect, pursuant to the foregoing paragraph, the CPI shall decrease, one cent (1¢) shall be deducted from the allowance for each four tenths (.4) decrease in the CPI below the level which the CPI was required to reach in order to earn the last previous amount of allowance, provided that no deduction shall be made from the authorized wage rate.

6. In the event that the CPI for August or January has not been issued by the following October 1 or March 1 respectively, then any adjustments that are required will be made at the beginning of the first pay period after receipt of the CPI.

7. The amount of any allowance in effect at the time shall be included in computing any payments under this Agreement which are based on the regular hourly rate.

8. In the event the CPI shall be revised or discontinued, and in event the Bureau of Labor Statistics, U. S. Department of Labor, does not issue information which would enable the Company and the Union to determine what the CPI would have been had it not been revised or discontinued, then the Company and the Union will negotiate and agree upon an appropriate substitute for the CPI.

STORE NO.ADDRESS

24	1st & N. Asaph Street, Alexandria, Virginia
35	3680 King Street, Alexandria, Virginia
48	2901-11 So. Glebe Road, Arlington, Virginia
60	6800 Richmond Highway, Groveton, Virginia
64	13905 Jefferson Davis Hgwy., Woodbridge, Va.
82	425 E. Monroe Street, Alexandria, Virginia
89	8256 Richmond Hgwy., Alexandria, Virginia
109	2950 Dale Blvd., Woodbridge, Virginia
131	3524 S. Jefferson Street, Falls Church, Va.
134	1476 Beauregard Street, Alexandria, Virginia
142	5730 Edsall Road, Alexandria, Virginia
149	8074 Rolling Road, Fairfax, Virginia
59	6426 Springfield-Plaza, Springfield, Va.
112	8320 Old Keene Mill Road, Springfield, Virginia
70	1245 Jefferson Davis Hgwy., Fredericksburg, Va.22401

## GIANT - Brown Division

<u>STORE NO.</u>	<u>ADDRESS</u>
32	6326 Arlington Blvd., Falls Church, Virginia
49	7137 Columbia Pike, Annandale, Virginia
58	1454 Chain Bridge Road, McLean, Virginia
61	11054 West Lee Hgwy., Fairfax, Virginia
63	359 Maple Avenue, East Vienna, Virginia
65	1230 West Broad Street, Falls Church, Virginia
85	8970 Burke Lake Road, Springfield, Virginia
92	8100 Arlington Blvd., Falls Church, Virginia
96	7885 Heritage Drive, Annandale, Virginia
104	9570 Main Street, Fairfax, Virginia
107	1905 Chain Bridge Road, McLean, Virginia
118	13007 Lee Jackson Mem. Pkwy., Fairfax, Virginia
120	14120 Lee Highway, Centerville, Virginia
128	2932 Chain Bridge Road, Oakton, Virginia
130	161 Harry Flood Byrd Hgwy., Sterling, Virginia
138	12040 North Store Drive, Reston, Virginia
139	8353 Leesburg Pike, Vienna, Virginia
148	Rt. #123, Braddock Road, Fairfax, Virginia
79	1583 Sudley Road, Manassas, Virginia 22110
100	276 East Market, Leesburg, Virginia 22075

STORE NO.

ADDRESS

33	3104 Queens Chapel Road, Hyattsville, Maryland
34	300 Riggs Road, N.E., Washington, D.C.
37	7901 New Hampshire Ave., Langley Park, Maryland
39	2800 University Blvd., Wheaton, Maryland
40	1009 Fairlawn Street, Laurel, Maryland
50	11221 New Hampshire Ave., Silver Spring, Md.
54	1280 East West Highway, Silver Spring, Maryland
62	7546 Annapolis Road, W. Lanham Hills, Maryland
66	8750 Arliss Street, Silver Spring, Maryland
83	8904 62nd Avenue, Berwyn Heights, Maryland
84	6524 Landover Road, Landover, Maryland
91	3460 14th Street, N.W., Washington, D.C.
95	4015 Calverton Blvd., Beltsville, Maryland
102	5821 Riverdale Road, Riverdale, Maryland
111	13344 Laurel-Bowie Road, Laurel, Maryland
116	1361 Lambertton Drive, Silver Spring, Maryland
133	10650 Campus Way S., Upper Marlboro, Maryland

GIANT - Green Division

<u>STORE NO.</u>	<u>ADDRESS</u>
30	4801 Marlboro Pike, Coral Hills, Maryland
42	4119 Branch Ave., Marlow Heights, Maryland
45	6451 Marlboro Pike, District Hgts., Maryland
72	4508 Wheeler Road, Barnaby Oaks, Maryland
86	6111 Livingston Road, Oxon Hill, Maryland
87	6824 Laurel-Bowie Road, Bowie, Maryland
88	8901 Branch Avenue, Clinton, Maryland
93	2800 Alabama Ave., S.E., Washington, D.C.
101	3924 Minnesota Ave., N.E., Washington, D.C.
115	1300 Crain Highway, So. Mitchellville, Maryland
119	15660 Annapolis Road, Bowie, Maryland
123	7074 Allentown Road, Camp Springs, Maryland
135	15514 Annapolis Road, Bowie, Maryland
147	9580 Livingston Road, Oxon Hill, Maryland



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*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

O.M.B. No. 44-R0003  
App. exp. March 31, 1980

July 6, 1978

Office of the Research Director  
Retail Clerks International Union  
1775 K Street, Northwest  
Washington, D. C. 20006

JUL 17 1978

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s): **between the Washington, D. C. Food Employers' Labor Relations Association and several others and your local #400.** The agreement we have on file expired August 1977.

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 for 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).

*12,202 lls*  
If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved A+P= 4000 FOOD FAIR= 273 GIANT= 5976  
MEMO= 263, GRAND UNION= 1157 + SAFWAY= 272.
2. Number and location of establishments covered by agreement A+P= 46, FOOD FAIR= 9,  
GIANT= 84, MEMO= 6, GRAND UNION= 86 + SAFWAY= 30.
3. Product, service, or type of business FOOD
4. If your agreement has been extended, indicate new expiration date 9/6/80

BRENDA Sterling - Research Clerk (202) 223-3111 ext 317  
Your Name and Position Area Code/Telephone Number  
1775 KST WASH D. C.  
Address City/State/ZIP Code  
20006