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# FOOD AGREEMENT

AUGUST 1, 1977 TO AUGUST 3, 1980



## RETAIL CLERKS UNION

### LOCAL 99

PHOENIX, ARIZONA

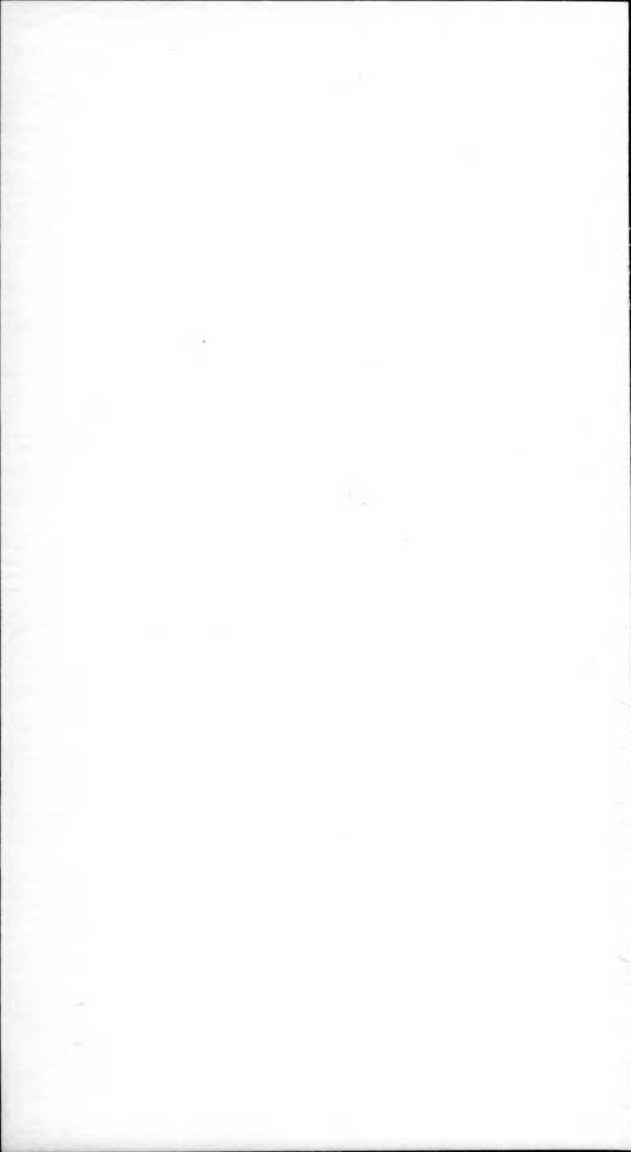
PHONE: 264-2999

AND

## FRY'S FOOD STORES

### OF ARIZONA, INC.





# AGREEMENT

between

## **RETAIL CLERKS UNION, LOCAL NO. 99**

and

**FRY'S FOOD STORES OF ARIZONA, INC.**

**TERM: AUGUST 1, 1977 UNTIL AND  
INCLUDING AUGUST 3, 1980**

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#### APPENDIX A - WAGES

## **AGREEMENT**

**Term: From August 1, 1977 to and  
Including August 3, 1980**

THIS AGREEMENT made and entered into this 27th day of October, 1977 by and between FRY'S FOOD STORES OF ARIZONA, INC., a California Corporation, first party, hereinafter call the "Employer", and RETAIL CLERKS UNION, LOCAL 99, chartered by RETAIL CLERKS INTERNATIONAL UNION, affiliated with the AFL-CIO, second party, hereinafter called the "Union".

### **WITNESSETH**

It is the intent and purpose of the Employer and the Union to promote and improve labor-management relations between them and to set forth herein the basic terms of agreement covering wages, hours and conditions of employment to be observed in the retail establishments, and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

#### **ARTICLE 1**

##### **Recognition of the Union**

The Employer recognizes the Union as exclusive representative for collective bargaining purposes of those employees covered by the unit set forth in the Certification of Elections of the National Labor Relations Board for the 28th Region, dated March 29, 1968 covering Maricopa County store locations and dated July 17, 1970 covering Prescott store locations.

#### **ARTICLE 2**

##### **Union Store Card/Decals**

The Union Store Card or Decal is the sole property of the Retail Clerks International Union, Local Union No. 99, and is loaned to

the Employer, for display, who signs and abides by the Agreement. This Card or Decal shall be displayed on the Courtesy Booth in each store. In the event a store does not have a Courtesy Booth, the Card or Decal will be displayed in another conspicuous place in the store which is accessible to the public. The Card or Decal shall not be displayed in the Meat Section of the store. The Card or Decal may be removed by an authorized representative of Local Union No. 99 for any violation of this Agreement.

### ARTICLE 3 Discharge of and Discrimination Against Employees

**3A Just Cause for Discharge.** No employee shall be discharged without just cause.

**3B Notification of Absence.** In all cases of absence, it shall be the employee's responsibility to notify the Employer by telephone of his intended absence not later than the first working day of such absence and, if possible, during the first two (2) hours of the workday. E 70  
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**3C Discrimination.** The Employer shall not discriminate against an employee for upholding the terms of this Agreement, participation in legitimate Union activities, serving on a committee of the Union or any organization affiliated therewith, or failing or refusing to purchase stocks, bonds, securities or interest in partnership/corporation and/or company. L 22  
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**3D Regulations Regarding Discrimination.** The Employer and the Union agree that each will fully comply with the applicable laws and regulations regarding discrimination against any employee or applicant for employment. All references in this Agreement to sex; for example, any reference to "his", "he" or "him", shall also apply to "hers", "she" or "her", and vice versa. References to "they", "them" or "theirs" shall apply equally to both sexes. L 23  
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**3E Lay Off Notice.** After twelve (12) months continuous service, any full-time

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employee laid off because of reduction in work force shall be given one (1) week's notice or one (1) week's pay in lieu thereof.

**3F Monies Due.** An employee who quits or is terminated for any reason shall be paid promptly all monies due.

**3G Notification at Discharge.** An employee shall be notified by the Employer at the time of discharge, of the reason for such discharge.

**3H Warning Notice.** Employees, past their probationary period, who are discharged for failure to perform work as required shall first have been warned, in writing, of a similar or related offense with a copy given to the employee. The employee shall be required to initial such written notice; however, the initialing of the Company copy of the notice by the employee shall only be evidence of receiving the notice and in no way shall be considered an admission of the contents of the written notice.

**3I Warning Notices Voided.** Warning notices shall be voided after a period of time not to exceed one (1) year, unless another warning notice on a related or similar offense occurs within the one (1) year period, in which event all warning notices shall be retained until a one (1) year period without a warning notice on the matter has occurred.

**3J Cash Register Irregularities.** Except for failure to call prices, a warning notice shall not be required in the case of a discharge for cash register irregularities.

#### ARTICLE 4 Seniority

**4A Lay Off Rules.** The Employer agrees to abide by the seniority rules, which means the length of employment, and that the last employee employed by the Employer shall be the first laid off whenever the work force is reduced for lack of work, and the last employee laid off shall be the first rehired.

**4B Layoff/Recall.** Any employee recalled shall be required to report within seventy-two

(72) hours after telephone notice or delivery or attempted delivery of notice by certified mail to the employee's last known address. In the event of employee's failure to notify the Employer of his availability for work as provided herein, or, in the event of failure to report as required herein after receipt of proper notice, the employee shall be considered as having terminated service with the Employer.

**4C Lost or Broken Seniority.** Seniority can only be lost or broken by the following:

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1. Quit.
  2. Discharge for just cause.
  3. Layoff for a period of time equivalent to the employee's seniority but in no event to exceed six (6) months.
  4. Failure to return in accordance with the terms of a Leave of Absence.
  5. Failure to return, within the time limits specified herein, when recalled after a layoff.

**4D Seniority Separation.** Seniority will be maintained separately for:

1. Grocery and Produce employees;
2. Snack Bar employees;
3. Bakery Department employees.

**4E Courtesy Clerks Seniority.** Courtesy Clerks shall have store seniority only. In the event an employee in this classification must be laid off, seniority shall prevail in the layoff.

**4F Part-Time Employees Scheduling.** All part-time employees, excluding Courtesy Clerks, shall be scheduled in accordance with Company seniority for scheduled shifts providing maximum hours of work up to and including eight (8) hours per day and forty (40) hours per week. Such scheduling must be in the same store, comparable job assignment and department; for example, Produce Department, Grocery Department, Bakery De-



partment, Snack Bar/Deli, etc.

An employee wishing to claim fewer hours than those scheduled will make such wishes known in writing to the store management prior to Thursday noon. Such employee will then go to the bottom of the schedule for that work week.

**4G Courtesy Clerks Scheduling.** Courtesy Clerks who desire additional hours of work per week will notify management in writing prior to noon on Thursday, and such employee shall be scheduled said additional hours, if available, by store seniority.

**4H Full-Time Journeyman Food Clerks Scheduling.** All full-time Journeyman Food Clerks will receive consideration, based on their company seniority and qualification, for schedule preference in comparable job assignments.

**4I Probation Period.** The first forty-five (45) calendar days or thirty (30) working days, whichever is sooner, of any new employee's tenure shall be considered as probationary. All terms of this Agreement shall apply during said probationary period, provided, however, that such employees may be terminated during such period for any reason. Upon completion of said probationary period seniority rights shall date back to the initial date of employment.

**4J Scheduling as Discipline.** The Employer will not use the scheduling of work shifts as a disciplinary measure.

## ARTICLE 5

### Working Rules and Overtime

**5A Full-Time Definition.** A full-time employee is defined as one who is scheduled to work at least forty (40) hours per week and is guaranteed a minimum of five (5) eight (8) hour days' work in that week when said employee works as scheduled. The schedule may include Sundays and/or holidays.

**5B Part-Time Definition.** A part-time employee is defined as one who is scheduled to

work forty (40) hours or less per week and is guaranteed at least four (4) hours per day when said employee works as scheduled. Provided, however, that Courtesy Clerks, Junior Snack Bar employees and Junior Bakery Department employees shall be guaranteed a minimum of only two (2) hours per day when said employees are scheduled.

**5C Work Day and Work Week.** The basic work day shall be eight (8) hours to be worked within nine (9) consecutive hours. A minimum of eight (8) hours shall elapse between the end of an employee's regularly scheduled straight-time shift and the start of an employee's next following regularly scheduled straight-time shift. Provided, however, this shall not apply in an event of an emergency. The basic work week shall be five (5) eight (8) hour days Monday through Saturday.

**5D Meal Period.** Employees who work more than six (6) consecutive hours in a work day shall receive an uninterrupted lunch period on the employee's time of one (1) full hour. Notwithstanding the foregoing, in a given store, deviations in lunch schedules may be made upon mutual agreement between the employee and the Employer. Such lunch period shall be scheduled no sooner than three (3) hours nor later than five (5) hours into the shift.

**5E Overtime.** All work performed in excess of eight (8) hours in any one (1) work day or in excess of forty (40) hours in a basic work week, shall be deemed overtime and paid for at the overtime rate of time and one-half (1-1/2) the employee's regular base rate of pay. There shall be no pyramiding of overtime and/or premium time.

**5F Sixth (6th) or Seventh (7th) Day.** No employee shall be required to work seven (7) days in any week except in an emergency.

A full-time employee may be scheduled to work six (6) days in any work week. In that event, and in addition to the scheduled five (5) eight (8) hour days, he shall be guaranteed a minimum of four (4) hours' work for such sixth (6th) day. The four (4) hour day need not be the actual sixth (6th) day of work,

but may be, at the Employer's discretion, any one (1) of the six (6) days in the weekly work schedule.

**5G Work Schedule.** Work schedules for the following week shall be posted not later than noon on Friday. The work schedule may not be changed except in cases of an absence of an employee or an emergency beyond the control of the Employer. The work schedule shall be written in ink and shall set forth the first and last names of the employees.

**5H Holiday Guarantee.** All full-time employees, as defined in Article 5A, scheduled to work on any designated holiday, prescribed in Article 14 - Holidays, of this Agreement, shall be guaranteed eight (8) hours' work.

**5I Holiday Week.** A basic holiday work week shall consist of the holiday itself and four (4) other eight (8) hour days Monday through Saturday. A full-time employee not working on a holiday shall receive eight (8) hours' pay for the holiday, in addition to the pay specified in the Agreement for the other four (4) days referred to above. All time worked over thirty-two (32) hours, exclusive of the holiday in the basic holiday week, shall be paid for at the rate of time and one-half (1-1/2) the employee's regular rate of pay.

**5J Transfers.** Except for transfers involving a lay-off, a permanent re-assignment by the Employer, which requires the employee to travel thirty (30) miles or more one (1) way from home, may be refused by the employee. An employee exercising this right of refusal must do so at the time of notification of reassignment and such refusal shall not jeopardize this employee's position with the Employer in any way.

**5K Interruption of Operations.** In the event operations cannot commence or continue when so recommended by Civil authorities; or Public Utilities fail to supply electricity, water or gas; or there is a failure in the Public Utilities' sewer system; or the interruption of work is caused by an Act of God or other cause not within the Employer's control, the foregoing guarantees shall not be applicable.

## ARTICLE 6

### Vacations

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**6A Full-Time Vacation.** All full-time employees shall be granted a minimum of one (1) week's vacation with forty (40) hours' pay after one (1) year of continuous service with the Employer, provided that the employee has worked or has been paid for at least 1,840 straight-time hours during the twelve (12) month period immediately preceding his anniversary date of employment.

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All full-time employees shall be granted two (2) weeks' vacation with eighty (80) hours' pay after three (3) years of continuous service with the Employer, provided that the employee has worked or has been paid for at least 1,840 straight-time hours during the twelve (12) month period immediately preceding his most recent anniversary date of employment.

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All full-time employees shall be granted three (3) weeks' vacation with one hundred twenty (120) hours' pay after eight (8) years of continuous service with the Employer, provided that the employee has worked or has been paid for at least 1,840 straight-time hours during the twelve (12) month period immediately preceding his most recent anniversary date of employment.

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All full-time employees shall be granted four (4) weeks' vacation with one hundred sixty (160) hours' pay after eighteen (18) years of continuous service with the Employer, provided that the employee has worked or has been paid for at least 1,840 straight-time hours during the twelve (12) month period immediately preceding his most recent anniversary date of employment.

Effective January 1, 1978 all full-time employees shall be granted four (4) weeks vacation with one hundred sixty (160) hours pay after fifteen (15) years of continuous service with the Employer.

All full-time employees working less than 1,840 hours, but more than 1,040 hours in the twelve (12) month period immediately

preceding his anniversary date of employment shall receive pro rata vacation pay and pro rata time off for vacation. Such pro rata time off and pay shall be based on the number of weeks' vacation to which an employee is entitled based on the formula set forth above.

**6B Part-Time Vacations.** Part-time employees, including Courtesy Clerks, who have worked or been paid for 1,040 hours during the year immediately preceding their anniversary date of employment, shall be entitled to vacation pay on each anniversary date of their employment, prorated on the basis of the average number of straight-time hours worked during the preceding year, according to the vacation formula set forth above.

**6C Vacation Periods.** The vacation periods in which vacations may be taken will be from January 1 through October 30 each year. Special requests for vacations taken outside of this period will be considered by the Employer, with consideration being given to the demands of the operations of the business.

Prior to the vacation period January through October eligible employees will be given an opportunity to select the vacation time off periods they desire. If business conditions or conflicts arise which necessitate changes, the Employer will assign vacation periods on a seniority basis.

In scheduling a vacation of an employee, the Employer shall give at least thirty (30) days notice prior to the date of the beginning of the vacation.

**6D Prorated Vacations.** Prorated vacations will be paid to employees who terminate after completion of one (1) year or more of continuous employment unless the employee is discharged for just cause.

**6E Holiday During Vacation.** If a holiday named under Article 14 - Holidays, of this Agreement falls within the vacation period of an employee, he shall be granted an additional day of vacation with full pay, or a day's pay in lieu thereof.

**6F Vacation Payment Date.** The Employer shall pay the employee's vacation pay in the

week following the employee's anniversary date.

**ARTICLE 7**  
**Wages**

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**7A Wage Rates.** The following schedule of minimum hourly wage rates shall be maintained and paid by the Employer, party to this Agreement: SEE: APPENDIX "A" ATTACHED.

**7B Cost of Living Adjustment.**

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1. All employees covered by this Agreement, except Courtesy Clerks, Junior Snack Bar employees and Junior Bakery Department employees, shall receive Cost Of Living Adjustments.
2. Such adjustments in the hourly rates of pay shall be made on the basis of one cent (1¢) for each full .45 point increase in the Consumer Price Index for all Cities (1967=100) over and above the specified three (3) points corridor.
3. Using the December 1976 as the base, the hourly rates of pay shall be adjusted effective on the first full pay period nearest to February 1, 1978, by one cent (1¢) for each full .45 point increase that the December 1977 Index exceeds three (3) points over the Base Index of December 1976. The adjustment in hourly rates effective on the first full pay period nearest to February 1, 1978 will be limited to a maximum of ten cents (10¢).
4. Using the December 1977 Index as the base, the hourly rates of pay shall be adjusted effective on the first full pay period nearest to February 1, 1979 by one cent (1¢) for each full .45 point increase that the December 1978 Index exceeds three (3) points over the Base Index

of December 1977. The adjustment in hourly rates effective on the first full pay period nearest to February 1, 1979 will be limited to a maximum of ten cents (10c).

5. Using the December 1978 Index as the base, the hourly rates of pay shall be adjusted effective on the first full pay period nearest to February 1, 1980 by one cent (1c) for each full .45 point increase that the December 1979 Index exceeds three (3) points over the Base Index of December 1978. The adjustment in hourly rates effective on the first full pay period nearest to February 1, 1980 will be limited to a maximum of ten cents (10c).
6. The adjustment which results from the above formula shall be applied to the Journeyman Clerk rate with the adjustment for all other included job classifications to be applied on the appropriate percentage relationship to the Journeyman Clerk rate.

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**7C Night Premium.** A premium of twenty cents (20c) per hour shall apply to all work performed after 6:00 PM or before 6:00 AM over and above the regular hourly rate of pay and/or the overtime rate to which the employee may be entitled, except such premium shall not apply to Courtesy Clerks nor to Junior Snack Bar employees nor to Junior Bakery Department employees.

**7D Sunday Premium.** One and one-half (1- $\frac{1}{2}$ ) times the straight-time hourly rate shall be paid to all employees for all work performed on Sunday.

**7E No Reduction in Rates.** It is further agreed that no employee shall suffer any reduction in hourly rates by reason of signing of this Agreement. No employee receiving hourly rates in excess of the rates herein shall be replaced by another employee at a lesser hourly rate for the purpose of avoiding any of

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the provisions of this Agreement. Provided, however, that if an employee receiving higher hourly rates than provided in this Agreement subsequently quits or is terminated, and is later rehired, such employee shall be rehired at the then prevailing rate under the terms of this Agreement. In the event, however, any employee desires to be reclassified into a classification whose rate of pay is less than he is receiving, such reclassification may be made with the consent of the Employer, notwithstanding any of the foregoing provisions of this paragraph.

Special rates of pay may be arranged for superannuated or partially disabled employees by agreement between the Union, the Employer and the employee involved.

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**7F Rest Break.** All employees shall be allowed an uninterrupted, unscheduled ten (10) minute break approximately near the middle of the first half of the work shift (prior to the meal period) and an uninterrupted, unscheduled ten (10) minute break approximately near the middle of the second half of the work shift.

**7G Bonus Payments.** Bonuses or prize money shall not be considered as part of an employee's regular wage.

## ARTICLE 8 Classifications

**8A Experienced Clerk.** An experienced Clerk is an employee who has eighteen (18) months or more than 3,120 hours experience in the Industry.

**8B Inexperienced Clerk.** An inexperienced Clerk is a Clerk who has had less than eighteen (18) months or less than 3,120 hours experience in the Industry.

**8C Previous Experience.** Previous experience in the Industry shall apply in the above classifications irrespective of where such experience may have been gained; however, experience in convenience stores and self-employment shall not be considered. Employees having worked in the Industry within



the immediate three (3) years previous to the present employment shall be placed in the prevailing pay scale as provided in Appendix A. Employees not having worked in the Industry within the immediate three (3) years previous to the present employment shall be placed in the prevailing pay scale mutually agreeable with the Employer, the employee and the Union. An applicant claiming prior experience must list such actual experience on his application and based on this information the Employer will justifiably place the applicant, if hired, in the proper wage classification.

**8D Courtesy Clerks.** Courtesy Clerks may perform the following duties: sacking of groceries at the checkstand, carrying customer's packages to the customers' vehicles, returning "go-backs" from the checkstands, cleaning, sorting empty bottles, retrieving and lining up baskarts, filling vending machines, disposing of trash and running errands.

**8E Bake-Off Junior Production/Sales Person.** This is an employee employed part-time in the Bakery Department. After completion of 2,080 hours or eighteen (18) months, whichever occurs sooner, a Bakeoff Junior Production/Sales Person will be promoted to the "1st six (6) months Bakeoff Production/Sales Person" classification.

**8F Snack Bar - Junior Waiters and Waitresses.** This is an employee employed part-time in the Snack Bar/Deli Department, who may perform all duties within said department, effective August 1, 1977.

When a job opening occurs in the store's Bake-off Department, before a new employee is hired a Snack Bar employee who wishes to transfer may do so by requesting such transfer in writing to store management. The employee will transfer accumulated Snack Bar hours worked to the Bake-off Department and such hours will be credited toward promotion to Bake-off Production/Sales Person classification.

**8G Part-Time to Full-Time Reclassifica-**

**tion.** Any employee hired or scheduled less than forty (40) hours per week shall be considered as a Part-Time or Extra employee and shall be paid the rate of pay set forth in Article 7A - Wages. Any Part-Time employee working forty (40) hours per week for four (4) consecutive weeks will be classified as a Full-Time employee.

**8H Travel Time.** Whenever an employee is required by the Employer to change from one store to another during the same day, all time consumed by said employee in going either to or from one store to another shall be considered and paid for as part of the regular day's work.

**8I Employment of Apprentice Clerks.** In the event the Employer employs Apprentice Clerks, it is agreed that they shall be limited to the ratio of one (1) Apprentice Clerk to every three (3) and (1) year or over Experienced Clerks or fraction thereof. It is agreed that the Employer may employ additional Apprentice Clerks until such time as the Employer can find, or the Union can furnish, Experienced Clerks satisfactory to the Employer.

## ARTICLE 9 General Conditions

**9A Cash Register Shortage Responsibility**  
No employee shall be held responsible for cash register shortages, unless he is given the privilege of checking the change and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift, except when management exercises its right to open the register during the employee's work shift, in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or all deposits. No employee shall be required to make good any bad checks cashed unless said checks are cashed in violation of posted store rules and regulations.

**9B Store Meetings.** All time spent in store

meetings shall be paid as time worked at the employee's applicable rate of pay. Employees may not be required to attend store meetings unless such meetings are held immediately prior to the start or immediately at the end of their scheduled shifts. No employee will be requested to attend a store meeting on the employee's day off.

**9C Leaves of Absence.** Employees shall be entitled to written leaves of absence based on their continuous employment as shown below for the following reasons:

1. Normal pregnancy.
2. Serious illness, injury or death in the employee's immediate family. Immediate family shall be: spouse, children, father, mother, step-father and step-mother.
3. Illness or injury of the employee which requires absence from work.

**Continuous employment of six (6) months but less than one (1) year:**

1. Forty-five (45) days for reasons numbers 1 and 3 above.
2. Thirty (30) days for reason number 2 above.

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After one (1) year of continuous employment employees shall be granted leaves for up to one (1) year for illness or injury of the employee which requires absence from work (reason number 3 above).

Female employees, after one (1) year of continuous employment, shall be granted leaves of absence up to six (6) months for a normal pregnancy.

For any absence of less than two (2) calendar weeks, the employee must submit, upon request by the Employer, a doctor's certificate or other authoritative evidence verifying the absence for reasons numbers 1, 2 or 3 above. Failure to submit such documentation shall be cause for discharge.

An employee absent from work due to an industrial injury and/or occupational

illness connected with the job shall be granted a leave of absence for a period not to exceed twelve (12) calendar months.

All leaves of absence, other than those listed above, granted by the Employer shall be for a total of thirty (30) days per calendar year. Extensions of such leaves may be requested in writing to the Employer's Operating Committee for consideration.

In all cases of leave of absence, the Employer may require up to seven (7) days notice of the employee's intention to return to work before being required to reschedule the employee to the job previously held by the employee.

In leaves of absence due to the illness or injury (including industrial) the employee may be required to submit a doctor's certificate showing the inability of the employee to work.

During leaves of absence employees shall retain but not accumulate seniority or other benefits in this Agreement. Any absence or unavailability due to personal reasons, injury or illness of five (5) scheduled work days or less per calendar year will not be considered a leave of absence and will in no way affect an employee's employment status.

An employee must request, in writing, a leave of absence for any absence of more than two (2) calendar weeks.

**9D Universal Military Leave.** The Employer agrees to comply with the terms of the Universal Military Training and Service Act, with reference to all provisions, providing for re-employment of persons entering Military Service. These provisions shall be deemed a contractual obligation under the terms of this Agreement.

**9E Sick Leave.** All employees coming under the jurisdiction of this Agreement who have been employed by the Employer for a period of one (1) year and have worked at least 1,664 hours during that year shall be entitled to six (6) days' paid sick leave. After one (1) year of continuous employment, sick leave shall be cumulative for five (5) years at the

rate of six (6) days per year, or one-half ( $\frac{1}{2}$ ) day per month, to a maximum of thirty (30) days, until used.

Sick leave may be applied beginning with the employee's second (2nd) scheduled work day during a period of illness. The number of days of sick leave applied during any week shall be based on the number of days the employee was scheduled to work during the week immediately preceding the illness. The Employer may require a doctor's certificate or other evidence satisfactory to the Employer. Sick leave benefits, as provided herein, may be used by the employee for either sickness or accident.

Sick leave pay must be requested by an employee in writing. In no event will unused sick leave be converted to cash.

**9F Uniforms.** The Employer agrees to furnish, launder and maintain any special apparel or equipment commonly worn or used by employees in the performance of their work. The term "special apparel" shall apply to garb not customarily worn as normal apparel, such as: smocks, aprons, caps, ties or other apparel designed to identify the wearer as an employee. A requirement of wearing white shirts, ties, dark trousers or similar types of clothing, even though uniformly required, shall not be deemed to require the Employer to furnish such clothing.

**9G Charity.** Employee participation in charitable drives shall be voluntary.

## ARTICLE 10 Jury Duty

When an employee is required to serve on any jury, he shall receive the difference between his regular straight-time rate of pay and the amount received for jury duty; provided, however, that the employee notified the Employer within twenty-four (24) hours of receipt of jury summons. Such jury duty pay will be limited to scheduled work days only. Whenever an employee is excused from jury service temporarily or permanently, he shall

promptly report to complete any remaining hours of his scheduled work day. Time spent serving on a jury shall not be used in computing overtime.

### **ARTICLE 11**

#### **Union Dues Deduction**

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The Employer will deduct Union dues each month from the wages of the employees who voluntarily authorize such deductions in writing, and will forward the dues to the Union during the term of this contract unless the authorization is canceled in writing by the employee.

### **ARTICLE 12**

#### **Payroll Records and Salary Receipts**

The Employer agrees to furnish each employee weekly with a wage statement showing the period covered, name of employee, hours worked, overtime, if any, total amount of wages paid and list of deductions made.

### **ARTICLE 13**

#### **Visits To Store**

The Employer, including all Supervisors, shall grant to any accredited Union official of Local No. 99 access to the store, while the store is open to the public, for the purpose of communicating with the employees, so long as such visits do not interfere with the duties of the employees, to satisfy himself that the terms and provisions of this Agreement are being complied with, including the checking of wages and wage rates, work schedules and time cards.

### **ARTICLE 14**

#### **Holidays**

**14A Paid Holidays.** The Employer agrees that the following days shall be considered holidays and granted without reduction in

pay:

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- New Year's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Veterans' Day
  - Thanksgiving Day
  - Christmas Day
  - Employee's Birthday
  - \* Anniversary Date of Employment
  - \*(Effective November 8, 1977)

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

**14B Holiday Premium.** Work can be performed on any of the hereinabove mentioned holidays with the exception of Thanksgiving Day and Christmas Day. However, work as such, shall be compensated for at one and one-half (1-1/2) times the straight time hourly rate of pay for all hours worked in addition to holiday pay as provided in this Agreement. It is expressly understood that no employee coming under the terms of this Agreement will be required or allowed to work on Thanksgiving Day and Christmas Day, unless principal competition in the area remains open for business.

**14C Employee's Birthday and Anniversary Holiday.** Each employee shall give his Employer notice of his Birthday or Anniversary holiday at least two (2) weeks prior to the week in which either occurs.

Such holidays shall be observed by the employee on the actual date of his birth, or anniversary date or on another day mutually agreeable to the employee and the Employer during the week preceding, the week of, or the week following the actual week of the employee's birthday or anniversary date.

If an employee's birthday or anniversary date falls on a day which is otherwise considered as a holiday the employee shall receive an additional day off for the birthday or anniversary date in addition to the holiday

on which it falls.

**14D Part-Time Holiday Premium Schedule.** Part-time employees shall receive holiday pay based on the average number of hours worked during the week prior to the holiday week and the week in which the holiday occurs according to the following schedule:

<b>AVERAGE HOURS</b>	<b>HOLIDAY PAY</b>
----------------------	--------------------

20 to 24 hours	=	4 hours
25 to 31 hours	=	6 hours
32 and over	=	8 hours

**14E Holiday Premium Requirements.** No employee shall receive pay for any holidays not worked unless such employee has reported for work on his or her regular working day next preceding and next following said holiday. Employees shall be deemed to have reported for work if absence on said day before and the said day after said holiday is due to express permission from or action of the Employer and/or Employer's representative, and also in case of certified illness, provided the employee has worked during the holiday week.

**14F Observance of Other Holidays.** If any store is closed because of observance of other holidays not listed herein, no full-time employee of the store shall suffer a reduction in pay below forty (40) hours' pay for that work week.

The Employer further agrees that all stores will close and that no employee will be required to work after 7:00 PM on Christmas Eve, unless principal competition in the area remains open for business.

## **ARTICLE 15**

### **Bond**

Whenever the Employer requires the bonding of any employee or the carrying of any insurance for the indemnification of the Employer, the premiums for the same shall be paid by the Employer.



**ARTICLE 16**  
**Grievance and Arbitration Procedure**

**16A Exclusive Remedy For Grievances.** The grievance procedure provided herein shall be the exclusive means for the disposition of all grievances.

**16B Grievance Definition.** The term "grievance" shall mean any dispute between the Employer and the Union as to the meaning, application or interpretation of any provisions of this Agreement and the parties shall exercise every amicable means to settle or adjust such dispute or grievance as follows:

**16C Time Requirements For Grievances.** A grievance shall be taken up as follows:

1. **Discharge or Layoff.** Upon the discharge or layoff of any employee, other than a probationary employee, the Union may dispute the basis for such discharge or layoff by taking it up as a written grievance no later than fifteen (15) days from the date of discharge or layoff. Failure of the Union to dispute the basis of any discharge or layoff within the time limit herein provided shall constitute waiver of all rights under this Agreement to dispute such discharge or layoff.
2. **Pay Discrepancy.** Any grievance or dispute claiming alleged errors in computing amount of pay due an employee shall be limited to one hundred eighty (180) calendar days immediately preceding the date of the filing of the grievance.
3. **Other Grievances.** All other grievances must be submitted in writing not later than fifteen (15) days from date of occurrence of the incident which led to the grievance.
4. **Timeliness.** Failure of either party to submit grievances in writing within the time limits herein provided shall constitute waiver of all

rights under this Agreement to file such grievances.

### **16D Grievance Procedure.**

**Step 1:** Prior to filing a grievance, the matter in dispute may be taken up orally between a designated Union representative and a designated Employer representative.

**Step 2:** If a timely grievance has been filed, the matter in dispute shall be taken up between a designated Union representative and the Employer's designated representative. The Employer representative shall respond to the Union representative in writing within fifteen (15) calendar days after the written grievance has been timely filed. Failure of the Employer to respond within the fifteen (15) day time limit shall be deemed a rejection of the Union's position and shall then enable the Union to proceed to Arbitration as specified in paragraph 16E below.

**16E Arbitration.** If a grievance is not satisfactorily adjusted in Step 2, either party may submit the grievance to arbitration for final determination by notifying the other party, in writing, no later than fifteen (15) days following receipt or non-receipt of the written answer in Step 2.

**16F Selection of the Arbitrator.** Within seven (7) days after receipt of the written demand for arbitration referred to in paragraph 16E, by the other party, the parties shall attempt to select an impartial arbitrator and if they are unable to agree upon such a selection, the party initiating the arbitration shall forthwith request the Federal Mediation and Conciliation Service to submit a list of seven (7) disinterested persons qualified and willing to act as impartial arbitrators, and simultaneously mail a copy of such request to the other party. From this list, within seven (7) days after receipt thereof, the Employer and the Union shall each alternately strike one (1) name until six (6) names have been eliminated and the person whose name remains shall be selected as impartial

arbitrator. The parties shall draw lots to determine who shall make the first selection from the list.

**16G Arbitration Award.** The arbitrator shall hear the submitted grievance as expeditiously as possible and shall render an award within thirty (30) days after the conclusion of the last hearing, unless extended by mutual agreement.

**16H Award - Final and Binding.** The award shall be final and binding upon all parties.

**16I Limitations on Arbitrator.** The arbitrator shall have no powers to:

1. Alter, change, modify or add to or subtract from this Agreement or any provision thereof;
  2. Determine any provision to be incorporated in a new Agreement or an extension or a renewal of this Agreement.
- 5/6  
/

**16J Arbitration Expenses.** The expense of the arbitrator shall be borne equally by the Employer and the Union. Any other expenses shall be paid for by the party incurring them.

**16K Grievance Time Limits.** All time limits provided in this Article may be extended by mutual agreement of the parties, in writing.

## ARTICLE 17 Validity of Provisions

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The provisions of the Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of the Agreement, its application between the Union and the undersigned Employer to be in conflict with any law, such decisions shall not affect the validity of the remaining provisions of the Agreement, but such remaining provisions shall continue in full force and effect, provided further, that in the event any provisions or provision are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of re-negotiation and agreement on

provisions or provision so invalidated.

## **ARTICLE 18**

### **No Strike -- No Lockout**

*EG  
/3*

**18A No Strike - No Lockout.** During the term of this Agreement, or any extension thereof, the Employer will not lock out the employees covered by this Agreement and the Union will not instigate, encourage, engage in or take part in any strike, slowdown or stoppage of work in the Employer's operations. The Employer has the right, in its discretion, to discipline employees who take part in any strike, slowdown or stoppage of work in the Employer's operations.

**18B Breach by Union.** If the Employer elects to pursue any remedies it may have as a result of a breach by the Union of sub-paragraph 18A of this Article in any court of competent jurisdiction, the court and not the arbitrator shall determine whether or not sub-paragraph 18A of this Article has been breached.

## **ARTICLE 19**

### **Health and Welfare/Dental Plan**

Effective for the hours worked commencing November 1, 1977 the Employer will contribute the sum of seventy dollars (\$70.00) per month to a Health and Welfare/Dental Plan for each employee who has worked or been paid for at least eighty (80) hours for the Employer in the preceding month. This contribution will be applicable to each Clerk who has been employed with the Employer for a period of three (3) calendar months.

This Health and Welfare/Dental Plan shall not be applicable to Courtesy Clerks, or to Junior Snack Bar employees or to Junior Bakery Department employees.

Effective for the hours worked commencing August 1, 1978 the contribution shall be increased to eighty dollars (\$80.00) per month per eligible employee.

Effective for the hours worked com-

mencing August 1, 1979 the contribution shall be increased to ninety-three dollars (\$93.00) per month per eligible employee.

**Legislation.** In the event of legislation providing Health and Welfare or sick leave benefits which are also provided for under this Agreement, the Trustees are directed to immediately amend the Plan Document deleting duplicated benefits and reducing the Employer contributions by an amount which is not attributable to contributions which may be required from the employee. Any cost reductions attributable to employee contributions will be passed on to the employee through other benefit changes or as appropriate.

## ARTICLE 20 Pension

**20A Pension Contribution.** The Employer will contribute the sum of fifteen cents (15¢) per hour to the Denver Area Retail Clerks and Employers Pension Plan on behalf of each Clerk. Such payment will be made to the Plan on a monthly remittance basis.

**20B Pension Applicability.** This Pension Plan shall not be applicable to Courtesy Clerks, or to Junion Snack Bar employees or to Junior Bakery Department employees.

**20C Pension Trustees Regulations.** Rules and regulations as established by the Trustees of the Plan will be accepted by both parties to this Agreement.

**20D Pension Contribution Increases.** Effective August 1, 1978 the current hourly contribution shall be increased five cents (5¢) per hour per eligible employee for a total hourly contribution of twenty cents (20¢) per hour.

Effective August 1, 1979 the hourly contribution shall be further increased by fifteen cents (15¢) per hour per eligible employee for a total hourly contribution of thirty-five cents (35¢) per hour.

G-14-15  
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## **ARTICLE 21**

### **Funeral Leave**

Upon request, an employee covered by this Agreement shall be granted the necessary time off with pay at the employee's regular straight-time rate of pay in order to make arrangements for and/or attend the funeral occasioned by a death in the employee's immediate family. Such time off with pay shall, in no event, exceed three (3) regularly scheduled working days. The immediate family is defined as the employee's father, mother, spouse, children, father-in-law, mother-in-law, brother, sister, grandparents, step-parents or step-children. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence.

Payment shall be made for regular scheduled work days lost and proof of relationship to deceased, attendance at funeral and travel time needed may be requested by the Employer.

Courtesy Clerks, Junior Snack Bar employees and Junior Bakery Department employees shall be paid for time lost for funeral attendance at his or her regular rate of pay not to exceed one (1) day.

## **ARTICLE 22**

### **Successors and Assigns**

If one (1) or two (2) of the Employer's stores are sold, the Employer will retain in his employ the affected employees who wish to remain.

If three (3) or more stores are sold, the new owner will be notified of the obligation of this Agreement and required to become a party thereto.

## **ARTICLE 23**

### **Term of Agreement**

This Agreement shall be in effect from August 1, 1977 until and including August 3,

1980 and from year to year thereafter, subject to amendment, alteration or termination by either party upon sixty (60) days' written notice given prior to the anniversary date of August 3 of any year beginning with the year 1980.

All rights of the Employer not specifically limited by the terms of this Agreement are hereby reserved to the Employer. Further, it is understood by the parties that the negotiations resulting in this Agreement provided ample opportunity for all matters to be considered and this Agreement shall not be construed to contain any matters not specifically set forth herein.

FRY'S FOOD STORES OF ARIZONA, INC.

BY:

TITLE:

DATE:

RETAIL CLERKS UNION, LOCAL NO. 99  
chartered by RETAIL CLERKS INTERNATIONAL UNION, AFL-CIO

BY:

TITLE:

DATE:

APPENDIX A  
WAGES

<u>Classification</u>	<u>EFFECTIVE</u>								
	<u>8/1/77</u>	* <u>C</u>	<u>2/5/78</u>	<u>8/6/78</u>	* <u>C</u>	<u>2/4/79</u>	<u>8/5/79</u>	* <u>C</u>	<u>2/3/80</u>
<b><u>FOOD CLERK</u></b> (Those hired after ratification)		<b>O</b>			<b>O</b>			<b>O</b>	
		<b>S</b>			<b>S</b>			<b>S</b>	
		<b>T</b>			<b>T</b>			<b>T</b>	
1st 6 months	\$3.81		\$3.87	\$4.14		\$4.20	\$4.47		\$4.53
2nd 6 months	4.445	<b>O</b>	4.515	4.83	<b>O</b>	4.90	5.215	<b>O</b>	5.285
3rd 6 months	5.08	<b>F</b>	5.16	5.52	<b>F</b>	5.60	5.96	<b>F</b>	6.04
Thereafter	6.35		6.45	6.90		7.00	7.45		7.55
<b><u>HEAD COOK</u></b>		<b>L</b>			<b>L</b>			<b>L</b>	
		<b>I</b>			<b>I</b>			<b>I</b>	
		<b>V</b>			<b>V</b>			<b>V</b>	
1st 4 months	4.76	<b>V</b>	4.835	5.175	<b>V</b>	5.25	5.59	<b>V</b>	5.665
2nd 4 months	5.21	<b>I</b>	5.29	5.66	<b>I</b>	5.74	6.11	<b>I</b>	6.19
3rd 4 months	5.59	<b>N</b>	5.68	6.07	<b>N</b>	6.16	6.555	<b>N</b>	6.645
Thereafter	6.03	<b>G</b>	6.125	6.555	<b>G</b>	6.65	7.08	<b>G</b>	7.175
<b><u>COOK</u></b>		<b>A</b>			<b>A</b>			<b>A</b>	
		<b>D</b>			<b>D</b>			<b>D</b>	
		<b>J</b>			<b>J</b>			<b>J</b>	
1st 4 months	3.75	<b>J</b>	3.81	4.07	<b>J</b>	4.13	4.395	<b>J</b>	4.455
2nd 4 months	4.16	<b>U</b>	4.225	4.52	<b>U</b>	4.585	4.88	<b>U</b>	4.745
3rd 4 months	4.57	<b>S</b>	4.64	4.97	<b>S</b>	5.04	5.365	<b>S</b>	5.435
Thereafter	4.745	<b>T</b>	4.82	5.175	<b>T</b>	5.25	5.585	<b>T</b>	5.66
<b><u>WAITERS &amp; WAITRESSES</u></b>		<b>M</b>			<b>M</b>			<b>M</b>	
		<b>E</b>			<b>E</b>			<b>E</b>	
		<b>N</b>			<b>N</b>			<b>N</b>	
1st 4 months	3.51	<b>N</b>	3.61	3.61	<b>N</b>	3.71	3.71	<b>N</b>	3.81
Thereafter	4.095	<b>T</b>	4.195	4.195	<b>T</b>	4.295	4.295	<b>T</b>	4.395

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**BAKE-OFF PRODUCTION/  
SALES PERSON**

	EFFECTIVE					
	8/1/77	2/5/78	8/6/78	2/4/79	8/5/79	2/3/80
1st 6 months	3.68	* C 3.74	4.00	* C 4.06	4.32	* C 4.38
2nd 6 months	4.13	O 4.195	4.485	O 4.55	4.84	O 4.905
Thereafter	4.76	L 4.835	5.175	L 5.25	5.59	L 5.665
		A		A		A

**COURTESY CLERKS**

	EFFECTIVE			
	8/1/77	1/1/78	1/1/79	1/1/80

**JUNIOR WAITERS AND  
WAITRESSES**

**JUNIOR BAKE-OFF  
PRODUCTION/SALES  
PERSON**

1st year	2.30	2.65	2.90	3.05
Thereafter	2.30	2.70	3.00	3.15

\*Amounts shown are based on the Cost-of-Living Adjustment producing the maximum amount.

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**EFFECTIVE**

8/1/77      2/5/78      8/6/78      2/4/79      8/5/79      2/3/80

**FOOD CLERK**

(Those hired prior  
to ratification)

1st 4 months	5.08	* C 5.16	5.52	* C 5.60	5.96	* C 6.04
2nd 4 months	5.398	O 5.483	5.865	O 5.95	6.333	O 6.418
3rd 4 months	5.715	L 5.805	6.21	L 6.30	6.705	L 6.795
Thereafter	6.35	A 6.45	6.90	A 7.00	7.45	A 7.55

**JUNIOR CLERKS**

All Junior Clerks currently on the payroll will be advanced to the second (2nd) step Apprentice level and proceed through the Apprentice Program as follows:

6 months to 1 year	4.445	* C 4.515	4.83	* C 4.90	5.215	* C 5.285
1 year to 18 months	5.08	O 5.16	5.52	O 5.60	5.96	O 6.04
Thereafter	6.35	L 6.45	6.90	L 7.00	7.45	L 7.55
		A		A		A

\* Amounts shown are based on the Cost-of-Living Adjustment producing the maximum amount.

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**ONLY WITH YOUR SUPPORT**

**CAN YOUR UNION**

**SUPPORT YOU**

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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

January 25, 1978

MAR 24 1978

Secretary-Treasurer  
Retail Clerks International Union  
5818 North Seventh Street  
Phoenix, Arizona 85014

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s): **between Frys Food Stores of Arizona Inc. and your union local #99. The agreement we have on file expired July 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  
Commissioner

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

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

1. Approximate number of employees involved 990
2. Number and location of establishments covered by agreement 24
3. Product, service, or type of business Retail Food
4. If your agreement has been extended, indicate new expiration date \_\_\_\_\_

Roger W. Deason, Secretary-Treasurer 602 264-2999  
Your Name and Position Area Code/Telephone Number  
5818 North 7th Street Phoenix, Az 85014  
Address City/State/ZIP Code