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AGREEMENT

Term: May 1, 1976 to May 5, 1979

DENVER RETAIL GROCERS

and

RETAIL CLERKS UNION

LOCAL NO. 7

Chartered by the

RETAIL CLERKS INTERNATIONAL

ASSOCIATION, AFL-CIO



Dan Thorn, President and Chief Executive Officer

Tracy Smith, Secretary-Treasurer



**ATTEND YOUR REGULAR
MONTHLY MEETING
FIRST TUESDAY OF
EVERY MONTH
MAIN MEETING — 8:00 P.M.
MORNING MEETING — 9:00 A.M.
Union Office Telephone 534-8163**

OBLIGATION

SECTION VI

“I, (your name), most solemnly pledge, upon my sacred word and honor, to observe faithfully the Constitution of the Retail Clerks International Association; to comply with the rules and regulations governing same; to uphold Union principles; to faithfully perform, with courage and fidelity, all the duties assigned me; to support and promote the objectives of this Union, and to actively participate in its affairs and endeavors. Furthermore, I promise not to divulge or make known, any of the business of this Union to a non-member, nor to wrong or defraud a fellow-member, nor commit an offense discreditable to this Association. I further promise to conduct myself, at all times, in a manner that will reflect credit, and not reproach, upon this organization.”

DENVER RETAIL GROCERS
and
RETAIL CLERKS UNION, LOCAL NO. 7

Chartered by the
Retail Clerks International Association,
AFL-CIO

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DENVER RETAIL GROCERS
and
RETAIL CLERKS UNION, LOCAL NO. 7
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Term: May 1, 1976 To May 5, 1979

A G R E E M E N T

THIS AGREEMENT made and entered into by and between the DENVER RETAIL GROCERS, whose signatures appear on this Agreement, hereinafter referred to as the "EMPLOYER," and RETAIL CLERKS UNION, LOCAL NO. 7, Denver, Colorado, Chartered by the Retail Clerks International Association, AFL-CIO, hereinafter referred to as the "UNION."

W I T N E S S E T H
ARTICLE 1

RECOGNITION AND UNION SECURITY

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all employees actively engaged in the handling and selling of merchandise, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the grocery store or stores owned or operated by the Employer in the metropolitan area of Denver, Colorado, but excluding all store managers, office and clerical employees, janitors, meat department employees, demonstrators, watchmen, guards and professional employees and supervisors as defined in the National Labor Relations Act as amended.

The parties understand and agree that the jurisdiction of the Union includes the work and services connected with the handling or selling of merchandise to the public, with those limitations as set forth in the exclusions of the unit description in the preceding paragraph.

It is understood and agreed that nothing herein shall be construed or interpreted as prohibiting the setting up of promotional displays by the employees of the signatory Employer's suppliers. It is further agreed and understood that nothing herein shall be construed or implied as a restriction or prohibition of the ordering, stocking, displaying, rotating, etc. of merchandise by Advance Salesmen during the time period immediately preceding and the two (2) week period after a new store opening or the reopening of a store after remodeling.

It is understood and agreed that no advance or book salesman will be allowed to stock merchandise in the stores.

Effective July 1, 1976, all rack jobbers and driver salesmen will make their deliveries to the back room at which time it will become bargaining unit work exclusively with the following exceptions:

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Bread or bakery drivers and dairy drivers shall be allowed to continue as they have in the past.

If the Employer violates this Section by using non-bargaining unit people, then the Employer will pay to the most senior part-time clerk an amount equal to the journeymen clerk rate for the time spent by a non-bargaining unit person performing bargaining unit work.

Section 2. All present employees of the Employer who fall within the bargaining unit, as described in Section 1 hereof, shall, as a condition of con-

tinued employment, be or become members of the Union on the thirty-first (31st) day after the signing of this Agreement, and shall remain members of the Union during the life of this Agreement.

Section 3. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in the Union.

For the purpose of this Section 3, the execution date of this Agreement shall be considered as its effective date.

Section 4. Whenever the Union requires the Employer to discharge any employee for failure to join or maintain his membership in the Union in accord with the terms of this Article, the Union agrees to furnish the Employer an itemized copy of the delinquent's account with the Union together with a written request for discharge. The Employer will discharge any employee who falls within the bargaining unit as described in Section 1 hereof within ten (10) days after the receipt of said written request for discharge, unless within said ten (10) day period the delinquent employee pays or tenders his delinquent initiation fee (or uniform reinstatement fee, where applicable) and/or delinquent union dues to an authorized agent of the Union.

Section 5. When an employee is hired for a job or transferred or promoted or demoted into a bargaining unit job as described in Section 1 hereof, the Employer agrees within three (3) days to fill out a mutually agreeable form in triplicate, which advises the employee of his obligation to join the Union. One (1) copy of this form will be given to the employee and one (1) copy will be mailed to the Union in a stamped, addressed envelope provided by the Union.

Section 6. At the time of hiring the Employer will advise each such employee of the fact that he must become a member of the Union within thirty-one (31) days and must remain a member of the Union as a condition of employment during the life of this Agreement. The Employer will likewise furnish each such employee with the address of the Union office and name of the Union representative. Completion of any necessary applications, forms and papers for qualification under the Health and Welfare Article or any other benefit programs provided by this Agreement shall be completed on the first (1st) day of employment, but not later than the eligibility date of participation in the various plans.

Section 7. Any employee who has completed his probationary period and who is sent to an off-premise training program shall not have his rate of pay reduced, and, if subsequently reclassified, shall receive the appropriate rate for the new classification. The rate of pay for attendance at the Employer's off-premise training school shall be no less than the minimum hourly rate set forth in the labor Agreement.

Section 8. The Employer agrees to deduct the monthly Union dues (including initiation fees for

new employees) from the net amount due each employee in the bargaining unit as described in Section 1 hereof who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the check-off authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke his individual check-off authorization upon giving thirty (30) days' written notice to the Employer and the Union. The Employer agrees to remit all such deductions to the President of the Local Union within ten (10) days after the last pay period of each month.

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ARTICLE 2

RIGHTS OF MANAGEMENT

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Section 9. The Employer retains the right to manage the store (or stores), to direct the working forces, and to make necessary and reasonable rules and regulations for the conduct of the business, providing that the said rules and regulations are are not in conflict with the terms of this Agreement in any way.

ARTICLE 3

WAGES AND CLASSIFICATIONS

Section 10. For the purposes of this Agreement, the terms set forth below shall have the following meanings:

- a. *DEMONSTRATORS.* The duties of demonstrators shall not include work normally done by employees covered by this Agreement.

- b. *ASSISTANT STORE MANAGER*. An Assistant Store Manager is an employee who serves in the capacity of the Manager in the absence of the regular manager.
- c. *HEAD CLERK*. A Head Clerk is an employee who has been assigned by the Employer to direct or supervise the work of others. The mere fact that two persons work together does not mean that one is a Head Clerk.
- d. *PRODUCE DEPARTMENT HEAD*. A Produce Department Head is defined as the one employee in a store who manages the operation of the Produce Department under the supervision of the Store Manager.
- e. *COURTESY CLERKS*. A Courtesy Clerk is an employee whose duties are restricted by this Agreement to the performance of limited duties within specified work areas of the Employer's retail establishments, as follows:
 - 1. Maintain the area of the check stands and customer entrances in an orderly condition through cleanup work, including the removing from inventory and stocking of supply items in the checkstands, which shall not include merchandise offered for sale.
 - 2. Assistance to customers in the "bagging" of their orders and in transporting merchandise purchased by them to their vehicles.
 - 3. The collection of shopping carts and the required cleaning thereof.
 - 4. The sorting, counting, and stacking of empty bottles, and placing them in the areas designated by the Employer, and the issuing of customer refund slips relating to such returns.

5. The breaking, stacking, and disposing of boxes, and necessary cleanup duties in the compacter area.
6. Performing required "price checks" as may be requested by checkers.
7. Dusting and other cleaning of merchandise and shelves and the hanging and removal of signs.
8. Throughout the entire sales area and parking lot, the handling of cleanups, window cleaning, mopping, sweeping of the floor or lot as may be required.

If an emergency situation arises wherein the Courtesy Clerk is pre-notified of the fact that he will be paid the Apprentice Clerk starting rate for temporary assignment to a higher classification, as provided elsewhere in this Agreement, there is no violation of the above. **PENALTIES.** In the event of a violation of the above restrictions, the Employer will pay eight (8) hours' straight-time pay at the apprentice rate for the classification assigned to the senior Courtesy Clerk in the store.

In the event of a second violation of the above restrictions within the same store within a six (6) month period, the senior Courtesy Clerk in that store shall be promoted to apprentice in the classification wherein the violation occurred.

Section 11. The minimum wages for the indicated classifications shall be as set forth in Appendix "A", attached hereto, and by this reference made a part hereof.

Section 12. Part-time employment shall be computed in accord with the appropriate hourly rates

set forth in Appendix "A", attached hereto, and by this reference made a part hereof.

Section 13. Employees must actually work nine hundred and sixty (960) hours before progressing to the next wage bracket, except as otherwise provided in this Agreement.

Section 14. In applying Sections 11, 12 and 13, of this Article 3 of this Agreement to any newly-hired employee, the particular new Employer will give recognition to the verified number of hours of actual work experience on a comparable job which said newly-hired employee may have performed within the previous five (5) years for any other particular Employer whose signature appears on this Agreement, or for any other employer in a similar retail grocery operation.

Any grievance over recognition given an employee for comparable work experience at the time of his employment must be filed pursuant to the terms and conditions of the grievance procedure of this Agreement (excluding the employee's trial period) provided the Employer has complied with the requirements of Article 1, Section 5 of this Agreement.

Any employee shall receive upon request to his employer or former employer, the following information: Date of hire, date of termination, total hours worked in retail store unless such hours worked shall exceed six thousand five hundred (6,500) and then such fact shall be stated. The employee must show evidence of employment in the grocery industry before making such request.

If new job classifications not presently in existence are established in the bargaining unit, the

parties shall, within thirty (30) days of request by either party, negotiate appropriate wage rates.

ARTICLE 4 OVERTIME AND HOURS

Section 15. The workweek shall coincide with the calendar week.

Forty (40) hours to be worked in any five (5) eight (8) hour days shall be the standard workweek for regular full-time employees, except in holiday weeks when the standard workweek shall be thirty-two (32) hours to be worked in four (4) eight (8) hour days as set forth in "d" below.

A regular full-time employee is described as an employee who has been hired as such or scheduled or worked forty (40) or more hours a week for four (4) consecutive weeks, except for students hired as or advanced to regular full-time status between May 15th and September 15th and except for regular Non-Foods or General Merchandise Clerks advanced to regular full-time status between November 15th and January 15th.

An employee who has achieved the status of regular full-time shall retain that status unless he is scheduled for an average of less than forty (40) hours per week for twelve (12) consecutive weeks at which time he shall be reclassified as part-time.

Part-time employees shall not be scheduled for less than four (4) hours per day, provided they are available for work. Students and Courtesy Clerks shall not be scheduled for less than three (3) hours per day, provided they are available for such work.

Overtime compensation at the rate of time and one-half the employee's base hourly rate of pay shall be paid under the following conditions:

- F15
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- F17+24
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- F21
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- a. For all time worked in excess of eight (8) hours in any one (1) day.
 - b. For all time worked in excess of forty (40) hours in any one (1) workweek as described above.
 - c. For hours worked prior to an employee's scheduled starting time when less than eight (8) hours has elapsed since his last previously scheduled quitting time. (There will be at least eight (8) hours between each employee's scheduled quitting time and his next scheduled starting time.)
 - d. For all hours of work in excess of thirty-two (32) hours in a week in which a holiday occurs with the understanding that any hours worked on the holiday will not be counted as hours worked for the purpose of computing overtime.

Section 16. It is understood and agreed that overtime compensation shall not be paid twice for the same hours of overtime work.

Section 17. Each employee who is scheduled to work in excess of five (5) hours in a day shall receive, on his own time, a one (1) hour lunch period, or, upon mutual agreement between the employee and the Employer, a one-half ($\frac{1}{2}$) hour lunch period at approximately the middle of his workday. Individual employees' change of lunch period from one (1) hour to one-half ($\frac{1}{2}$) hour, or vice versa, shall occur only at the beginning of a new work schedule. There shall be no daily split shifts.

Employees' scheduled lunch periods will be set forth on the schedule, but the parties recognize it may be necessary to alter the lunch period schedule due to the needs of the business.

ARTICLE 5 SUNDAY PREMIUMS

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Section 18. The premium rate for work performed on Sunday as such shall be time and one-half the employee's regular straight-time rate of pay (exclusive of Courtesy Clerks). The Sunday premium, for hours worked up to eight (8), shall in no instance be offset against any weekly overtime which may be due under subparagraphs b and d of Section 15 above because of the fact that the employee worked over forty (40) hours or thirty-two (32) hours in the particular workweek. The Sunday premium shall not be averaged into the employee's straight-time rate for the purpose of determining the rate upon which daily or weekly overtime is based in any workweek under Section 15 hereof.

An employee whose straight-time schedule shift begins on Saturday and continues beyond midnight on Saturday shall receive Sunday Premium Pay for those hours worked on Saturday, and such shifts in their entirety shall be the first shift of the new work-week.

In those situations where an employee's straight-time schedule shift begins at or after 8:00 p.m. on Saturday and continues beyond midnight on Saturday, the Employer shall not reschedule or reduce the hours of such employee for the sole purpose of avoiding the payment of such Sunday premium,

though it is recognized that changes in the schedule may be necessitated by changes in business operations.

Courtesy Clerks shall receive a premium of seventy-five cents (75¢) per hour for all work performed on Sunday. Effective May 1, 1977, this premium shall be increased to one dollar (\$1.00) per hour.

No employee who, because of his or her religion, has conscientious objections to working on his or her day of Sabbath will be required to work on his or her Sabbath as a condition of employment.

ARTICLE 6

NIGHT PREMIUMS

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Section 19. A premium of thirty-five cents (35¢) per hour shall be paid for all work performed between the hours of 6:00 p.m. and 12:00 midnight to all employees (excluding Courtesy Clerks). A premium of fifty cents (50¢) per hour shall be paid for all work performed between the hours of 12:00 midnight and 6:00 a.m. to all employees (excluding Courtesy Clerks). Employees whose shifts are scheduled to end at 6:00 p.m. need not be paid any premium under this Section even where it is necessary for them to remain on the job for a short period in order to complete their work, provided that such additional period does not exceed fifteen (15) minutes.

All Courtesy Clerks shall receive twenty-five cents (25¢) per hour in addition to the hourly rate for all work performed between the hours of 6:00 p.m. and 6:00 a.m.

Night premium shall not apply where the employee is working at overtime or on Sunday or on a holiday.

ARTICLE 7 RELIEF PERIODS

Section 20. The Employer will give employees a relief period of fifteen (15) uninterrupted minutes for each four (4) hour period worked, as near as practical to the middle of the four (4) hours.

When an employee is required to work more than ten (10) hours in a day, he shall be entitled to a third relief period.

ARTICLE 8 TRAVEL TIME

Section 21. When an employee is transferred from one store to another store during his work-day, reasonable time spent in traveling between said stores shall be considered as time worked. Required travel between stores in the employee's personal vehicle shall be reimbursed in the amount of fifteen cents (15¢) per mile, exclusive of travel to and from the employee's home.

ARTICLE 9 STORE MEETINGS

Section 22. All time spent by an employee actually attending any store meeting where his attendance is required by the Employer shall be counted as time worked.

ARTICLE 10 TIME CARDS

Section 23. In stores where time cards are used, employees shall be required to punch their own time card immediately before beginning work and

immediately upon ending work. No employee shall have the right to punch another employee's time card.

In stores without time clocks, time cards shall be filled in daily by each employee. Any employee punching or filling in another employee's time card shall be subject to immediate discipline.

ARTICLE 11

REPORTING PAY

Section 21. Any employee able to render required services shall, if called for work, be guaranteed an amount equal to four (4) hours' pay at his straight-time rate of pay. Employees working in two (2) stores of the Employer in any one (1) day shall receive a full day's pay for such work.

Notwithstanding the above, students and Courtesy Clerks able to render required services shall, if called for work, be guaranteed three (3) hours' pay, provided the employee is able and available to work the three (3) hours.

ARTICLE 12

HOLIDAYS

Section 25. All employees who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved:

New Year's Day, Easter Sunday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, the employee's birthday and the employee's anniversary date of employment.

In addition to the qualifying requirements for all other holidays, the employee must advise the Store Manager at least two (2) weeks in advance of his forthcoming birthday and at least two (2) weeks in advance of his forthcoming anniversary date of employment in order to qualify for holiday pay. The Employer retains the right to schedule the employee's birthday holiday and/or the employee's anniversary date of employment holiday during the week in which those holidays occur.

When a holiday falls on Sunday, the following day shall be observed, except for an Easter Sunday when the store is closed.

As pay for an unworked holiday, regular full-time employees will be paid at straight-time for the number of hours they would normally have worked on the day in question, but not to exceed eight (8) hours. If the holiday falls on a day which would normally have been such employee's scheduled day off, he shall be paid eight (8) hours at straight-time as pay for the unworked holiday.

Holiday pay for part-time employees who have completed their probationary period will be based on the number of hours worked in the workweek immediately prior to the week in which the holiday occurs, divided by five.

In order to qualify for pay for an unworked holiday, an employee otherwise eligible for such pay under the terms of this Article must work his regularly scheduled day immediately preceding the holiday and his regularly scheduled day immediately following the holiday, unless he has been previously excused from such work by the Employer or unless he was prevented from so working due to a bona fide illness.

An unworked holiday, even though paid for under the terms of this Article shall not be counted as a day worked for the purpose of computing overtime pay in a holiday workweek.

Section 26. When a holiday is worked, the employee shall be paid two (2) times his regular base rate of pay in addition to the holiday pay provided herein, but all work performed on a holiday by a Courtesy Clerk shall be compensated for at one and one-half ($1\frac{1}{2}$) times the straight-time hourly rate.

ARTICLE 13

SENIORITY

Section 27. Seniority is the length of continuous employment with the Employer. Seniority shall be dated from the date the employee actually reports for work.

Seniority shall be broken only by the following:

1. Quit.
2. Justifiable discharge.
3. Lay-off of more than nine (9) months.
4. Failure to return to work in accordance with the terms of a leave of absence.
5. Failure to report for work upon recall after a layoff within five (5) days after date of mailing of recall notice sent by registered letter to the last address furnished in writing to the Employer by the employee.

The employer agrees to make promotions to lesser classified jobs than Head Clerks to the most senior qualified employee. Seniority shall prevail throughout the entire number of stores of the Employer in the area covered by this Agreement.

When any employee is promoted to a higher classification, he shall be on probation for a period of thirty (30) days.

The first thirty (30) calendar days of employment shall be considered a trial period, during which time an employee may be terminated for any reason and he shall have no recourse to the grievance or arbitration procedures set forth in this Agreement concerning such termination. E14
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Section 28. All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for active military service under the National Guard Act of 1940 and the Selective Service Act of 1942, and any additions or amendments thereto, or rulings and interpretations thereof by any authorized court or agency.

Section 29. When an employee is required to perform work in a higher classification, he shall receive the higher rate, based on his experience; but if required to perform work in a lower classification, he shall retain his regular rate except in the case of actual demotion when the employee shall receive pay according to his classification.

Transfers from store to store shall not be made for capricious, arbitrary or discriminatory reasons.

Section 30. There shall be established a "thirty-two (32) or more hour request" list. This shall be made up of the names of employees in the bargaining unit who have made written request during the first fifteen days in January (to be effective from the first workweek in February until the first workweek in August) or the first fifteen days in July (to be effective from the first workweek

in August until the first workweek in February) of each year in which they state their wish to receive a thirty-two (32) or more per week assignment, regardless of the hours or shift. Such written request shall be submitted to the designated Employer representative. This request shall remain in effect until the following request period or until assigned thirty-two (32) or more hours.

When an employee who has been assigned a thirty-two (32) or more hour schedule for the immediately preceding twelve (12) or more weeks is terminated because of quit or discharge, or is transferred by the Employer, or when a new position of thirty-two (32) hours or more is created within an existing store the job vacancy created by such quit, discharge, transfer or new job creation shall be filled by assignment of the most senior qualified employee in the same classification as the job vacancy who has signed the then current "thirty-two (32) or more hour request" list, when it is deemed necessary to fill the vacancy. When the new assignment is within ten (10) miles of the store in which the employee is working the employee so assigned shall be required to fill the new assignment regardless of hours, shift or store location within the bargaining unit. In the event the new assignment is to a store more than ten (10) miles from the store in which the employee is working, the employee may refuse the new assignment, but must so advise the Employer at the time the assignment is offered. It is understood, however, each employee who has made written request for thirty-two (32) or more hour assignment retains the right to revoke such request by written notice submitted to the designated Employer representative at any time prior to the time he is offered such thirty-two (32) or more hour assignment. If an employee revokes such re-

quest, that employee cannot renew his request until the next regular request period.

This Section is intended to maximize the number of hours a senior employee can work, up to and including forty (40) hours per week, but shall not be construed to be a guaranteed workweek.

Section 31. All Purpose Clerks, Bakery Clerks, Non-Foods or General Merchandise Clerks (exclusive of employees assigned as night stockers, and all probationary employees) may request particular weekly schedules, and schedules which have consecutive days off as may be posted, and be so assigned in accordance with their seniority within their classification within the store by submitting such request in writing, provided they are qualified and available to perform the necessary work. An employee who has made such election as outlined above shall retain the schedule, providing the schedule continues to be available. Such elections are to be implemented commencing the first Sunday of January, April, July, and October of each year.

After six (6) months of work on a night stocking crew, All Purpose Clerks shall have the rights expressed above based on seniority to request particular weekly schedules.

No employee shall be scheduled for less than twelve (12) hours in a workweek, if the employee is available.

Nothing in this Article shall be construed to require pay for time not worked.

Section 32. When it is necessary to work additional hours, the additional hours shall be assigned to employees in the same classification in the store who are scheduled for less than forty (40) hours in the week, in the order of seniority, provided the

employee possesses the ability and skill to perform the work required and provided the employee is available to work the necessary hours and has notified the Store Manager in writing of his desire for additional hours. Such written notification shall be furnished to the Store Manager no later than the close of business on Wednesday to be implemented on the following week's schedule. Nothing herein shall be construed to require the scheduling of additional hours for any employee which will provide him more than forty (40) hours in a week, or five (5) days of work.

"Additional hours" shall include schedules made available by a terminating employee who has been assigned less than a thirty-two (32) hours schedule and whose hours the Store Manager deems necessary to fill. The employee being assigned the additional hours shall not have the right to accept such hours in part, but shall be obliged to accept the entire weekly schedule as written. It is understood, however, each employee who has made written request for additional hours may revoke such request by written notice to the Store Manager no later than the close of business on Wednesday of the week preceding the week involved.

Written requests to remain in effect until forty (40) hours is achieved or such request is revoked. Written requests are not transferable from store to store. Scheduled vacancies of thirty-two (32) hours or more shall be filled as defined elsewhere in this Agreement.

Section 33 **REDUCTION IN HOURS:** When a reduction in hours is necessary within the store, as opposed to a lay off in the workforce, hours will be reduced from employees in the affected classification who have not requested additional hours in

writing as set forth elsewhere in this agreement, before any reductions shall occur in the employee group which has requested additional hours.

Section 34. Employees who have requested additional hours, thirty-two (32) or more hours schedules or schedule changes in writing as set forth above, shall have until noon on the Saturday following posting of the schedule to take issue with that schedule or his right to take issue shall be waived. Should he raise such issue in timely fashion and should it not be resolved, it shall be subject to the grievance procedure set forth elsewhere in this Agreement. It shall be the responsibility of each employee to make himself aware of the schedule and any changes made therein.

Section 35. LAYOFFS: When a reduction in the workforce is necessary, as opposed to a reduction in hours, the following procedure shall be used.

The least senior employee within the affected classification within the store shall be notified of the layoff and shall be given the options of: (a) displacing the least senior employee within the same classification within the bargaining unit; (b) displacing the least senior employee in a lower classification within the same store; or, (c) accepting the layoff. Such employee shall receive the rate of pay for any lower classification to which he moves. For purposes of this provision, a regularly scheduled 40-hour employee may only exercise the above options as to other regularly scheduled 40-hour employees. Those scheduled less than forty hours shall only apply the options as to other less than forty-hour employees.

Laid off employees shall be recalled as needed, in the order of seniority, to jobs which they are

qualified to perform. The employer shall not hire a new employee into a position for which a laid off employee is qualified and available to perform. The Employer shall offer recall to a job in the classification from which an employee was laid off prior to promoting another employee into that classification.

The above notwithstanding, the options of a Courtesy Clerk shall be limited to displacing the shortest service Courtesy Clerk in that store or accepting the layoff.

ARTICLE 14 UNIFORMS

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Section 36. The Employer agrees to provide all required uniforms and laundry service for all required caps, uniforms, smocks, aprons, towels and rags, except for laundering of drip-dry garments.

ARTICLE 15 NO REDUCTION

Section 37. No employee shall suffer any reduction of present hourly pay because of the adoption or through the operation of this Agreement, nor shall be reclassified to defeat the purpose of this Agreement.

The Employer shall not raise or subsequently lower hourly rates of pay for classifications covered by this Agreement without the mutual consent of the Union.

ARTICLE 16 NO DISCRIMINATION

Section 38. The Employer hereby agrees not to discriminate against any employee or discharge him because of membership in the Union and/or for

upholding Union principles; and further, no employee who falls within the bargaining unit, member of the Union, shall be discharged without good and sufficient cause.

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, because of such person's race, religion, color, national origin, sex or age.

Use of the male gender herein shall, except as the context requires otherwise, be deemed to include the female gender.

The Employer shall not require any employee to submit to a polygraph examination.

ARTICLE 17 VACATIONS

Section 39. All regular full-time employees and all part-time employees who have worked 1,000 or more hours in their anniversary year, covered by this agreement, shall receive one (1) week's paid vacation after one (1) year's service, and two (2) weeks' paid vacation after two (2) years' service and three (3) weeks' paid vacation after eight (8) years' service, and four (4) weeks' paid vacation after fifteen (15) years' continuous service (Effective on anniversary dates which fall after January 1, 1977, the vacation schedule shall be altered to three (3) weeks' paid vacation after five years' service, four (4) weeks' paid vacation after twelve (12) years continuous service, five (5) weeks' paid vacation after twenty-five (25) years' continuous service.) Such vacation to be paid at straight-time rates; the number of hours for which

such employees shall be paid for a vacation week shall be the average number of weekly hours worked during twelve (12) months immediately preceding the employee's anniversary date of employment, with the understanding that an employee who works two thousand (2,000) hours (including hours spent on vacation hours paid for) in his anniversary year shall be entitled to his full vacation. Hours paid for vacations and holidays shall be considered as hours worked for the purpose of computing vacation amounts.

If any one of the holidays enumerated in Article 12 hereof falls during an employee's vacation, the employee shall receive an extra day's vacation pay because of it.

In the event a regular full-time employee covered by this Agreement who has been employed two (2) years or longer voluntarily quits or is discharged for reasons other than dishonesty, such employee shall be paid a pro rata vacation pay earned up to the time the employment relationship is severed.

Section 40. All regular full-time Courtesy Clerks and all part-time Courtesy Clerks who normally work twenty-four (24) or more hours in the work-week covered by this Agreement shall receive one (1) week's paid vacation after one (1) year's service, and two (2) week's paid vacation after three (3) years' service, and three (3) weeks' paid vacation after twelve (12) years service, and four (4) weeks' paid vacation after twenty (20) years of continuous service, such vacation to be paid at straight-time rates; the number of hours for which such employees shall be paid for a vacation shall be as set forth above for regular employees.

Effective on anniversary dates which fall after January 1, 1977, Courtesy Clerk's vacations shall be in accordance with the schedule set forth in the immediately preceding Section.

Section 41. The Employer may pay the employee the vacation pay accrued during the employee's anniversary year either prior to the taking of the vacation (if requested in writing at least two (2) weeks in advance of such vacation) or on the employee's anniversary date.

Section 42. A vacation may not be waived by an eligible employee and extra pay received for work during that period unless agreed by the Union and the Employer. Vacations must be taken during each anniversary year.

Section 43. When an employee is laid off, or discharged, or leaves his place of employment, and at said time he is entitled to a vacation, he shall receive his vacation wages at the time of the layoff or discharge, or at the time he leaves his place of employment. Provided, however, that if such employee be discharged for dishonesty, he shall not be entitled to any vacation or vacation pay, whether the same has accumulated or not.

Section 44. The Employer retains the right to determine the number of employees who may be on vacation at any given time. If a dispute arises between employees as to vacation preference, seniority shall govern within the department, the classification and store.

ARTICLE 18

STORE VISITATION

Section 45. The President of the Union or the Business Representative thereof shall have the right

of entering the premises of the Employer for the purpose of interviewing employees in such a way as to not interfere with the service of the Employer. The said representatives shall make their presence known to the Manager or owner, when possible, upon entering the premises. The Employer shall, upon the request of an authorized Union Representative, furnish satisfactory evidence to ascertain whether employees are being paid in accordance with the terms of this Agreement, and review with Union Representative the facts giving rise to disciplinary action.

ARTICLE 19

WORK SCHEDULES

Section 16. By 9:00 a.m. on Friday of the previous week, management will post the work schedule in each store for the following week, which schedule shall be in ink and which shall include employees' first initial and last name and which work schedule shall not be changed by management for that particular workweek except where the change is predicated on circumstances beyond the control of management such as sickness, injury, leaves of absence, vacations, jury duty, wide fluctuations in volume, Acts of God. This clause shall not be construed as preventing management from calling in employees for extra work outside of the posted schedule, from requiring overtime work outside of the posted schedule, or from bringing in additional employees where it appears advisable in the opinion of management.

The Employer agrees not to schedule two (2) part-time employees within an individual store where it is possible to combine their total weekly

schedules so that one (1) full-time employee can be used.

It is the desire of the Employer and the Union to provide full-time employment in the retail food industry for as many employees as is practical within the range of sound employment practices.

Section 47. UNSCHEDULED OVERTIME HOURS: Daily overtime not previously scheduled shall be offered in seniority order within the department, the classification, and the store to the employees present when the need for overtime arises. Nothing herein shall be construed to require the scheduling of overtime when another employee's scheduled hours can be extended or part-time employees may be called in without overtime penalty. Hours unclaimed under this procedure may be assigned in reverse order of seniority among those employees within the department within the classification within the store present when the need for overtime arises.

Overtime assignments of four (4) hours or more may be filled by calling in employees, in seniority order, within the classification and the department on their non-scheduled day without violating this Section.

ARTICLE 20

STORE CARD

Section 48. The Union Store Card is the property of the RCIA and is loaned to the Employer for display. Said card may be removed from the store by the Union if the Employer refuses to comply with a final decision of an arbitrator reached under the provisions of this Agreement.

ARTICLE 21

DISPUTES PROCEDURE

Section 19. The Union shall have the right to designate two (2) Stewards per store (stores that employ over one hundred (100) clerks, may have three (3) Stewards, and stores that employ over one hundred seventy-five (175) clerks, may have four (4) Stewards) in which they work who shall perform their duties with the least possible inconvenience to the Employer. Such Stewards shall not be discriminated against because of their Union activities and such Stewards shall have top seniority for the purpose of layoff in that store. The Store Manager shall be advised in writing by the Union of the name of the Steward (s) in his store.

Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedures set forth below shall result in forfeiture of the grievance.

Step 1 — By conference during scheduled working hours between the Steward and/or the Union's Business Representative and/or the aggrieved employees and the Manager of the store.

Step 2 — If the grievance cannot be satisfactorily resolved under Step 1 above, the grievance shall be reduced to writing and submitted to the representative designated by the Employer to handle such matters. Such submission shall be made within twenty (20) days of the date of the occurrence of the

event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this Agreement. (In the case of a discharge the time limits shall be fourteen (14) days). The Employer designee and the Union Business Representative shall meet within ten (10) days after receipt of written notice of the grievance and attempt to resolve the grievance.

In an instance where an employee feels he has not been paid in accordance with the wage progression scales set forth herein, such employee shall have an obligation to bring this to the attention of the Store Manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis but not beyond ninety (90) days prior to the date on which the grievance is presented in writing. This ninety (90) day retroactive liability shall not be applicable to situations covered by Article 3, Section 14, paragraph 2.

Step 3 — If the grievance is not satisfactorily adjusted in Step 2, either party may, with reasonable promptness, but in no event later than thirty (30) days from the date of the Step 2 meeting,

in writing, request arbitration and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The Chief Executive Officer of the Union shall have the exclusive right to determine whether or not the employee's grievance shall be submitted to arbitration by the Union. The parties shall forthwith attempt to agree upon an impartial arbitrator.

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In the event the parties are unable to reach agreement upon the selection of an arbitrator within fifteen (15) days of the written request for arbitration, the party requesting arbitration may, with reasonable promptness, request a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service. From this panel of five (5) names, each party shall alternately strike two (2) names, the moving party striking first. The remaining arbitrator from the list shall be the impartial arbitrator. A finding or award of the arbitrator shall be final and conclusive upon the parties hereto.

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The arbitrator shall have all the rights, power, and duties herein given, granted and imposed upon him; but his award shall not change, alter or modify any of the terms and conditions set forth in this Agreement. The expenses of the impartial arbitrator shall be shared equally by the parties. The arbitrator will issue his decision

within thirty (30) calendar days after the close of the proceedings. This thirty (30) day calendar time limit may be extended by mutual agreement between both parties.

During the life of this Agreement, there shall be no lockout, strike or stoppage of work; however, the Employer will not require any employee to cross a legally established primary picket line approved by the Chief Executive Officer of the Union.

In the event either party refuses to arbitrate on demand of the other party, and an order compelling arbitration is obtained in Federal Court on the basis contended by the moving party, the refusing party will pay to the moving party reasonable legal fees incurred, up to two hundred dollars (\$200.00). Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees incurred up to two hundred dollars (\$200.00) to the refusing party.

ARTICLE 22

ENTIRE AGREEMENT

Section 50. This Agreement contains all of the covenants, stipulations and provisions agreed upon between the parties hereto and no representative of either party has authority to make, and none of the parties shall be bound by, any statement, representation or agreement reached prior to the signing of this Agreement or made during these negotiations not set forth herein.

ARTICLE 23
INJURY ON THE JOB

Section 51. When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care.

ARTICLE 24
JURY DUTY

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Section 52. Whenever any employee covered by this Agreement is required to serve on a petit jury during his regular working hours, the Employer agrees to pay such employee the difference between what he is paid for serving on the jury and what he would have received from the Employer in straight-time pay had said jury duty not prevented him from being at work. On any scheduled work day, the employee shall promptly report to complete any remaining hours of his scheduled work day; provided, no employee shall be required to so report for work on any day on which he has served and been compensated by the Court for at least eight (8) hours' jury duty, nor shall any employee who reports back to work under this Section be required to work more than ten (10) hours, less the number of hours for which served and was compensated for jury duty by the Court on that day.

When the Employer requests an employee to appear in Court, he shall be compensated at his regular straight-time hourly rate of pay for such time.

ARTICLE 25
FUNERAL LEAVE

Section 53. Upon request, an employee covered by this Agreement shall be granted the necessary

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time off with pay at his regular straight-time rate of pay in order to make arrangements for and/or attend a funeral occasioned by a death in his immediate family. Such time off with pay shall in no event exceed three (3) regularly scheduled working days, and the amount of such paid time off actually granted shall normally depend upon the distance involved. The immediate family is defined as the employee's father, mother, spouse, children, father-in-law, mother-in-law, brother, sister, or grandparents. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence.

ARTICLE 26

MEDICAL, SURGICAL AND HOSPITAL SERVICE — GROUP LIFE INSURANCE

Section 54. Effective June 1, 1976, based on hours worked in May, 1976, the Employer shall contribute twenty-two cents (22¢) per hour for all straight-time hours worked by employees in the bargaining unit who, on the first day of each month have been employed for two (2) calendar months or more. Such payments shall be made into a fund known as Denver Area Retail Clerks and Employers Insurance Fund, which will have for its purpose the providing of health and welfare benefits for eligible employees working for the Employer under the terms and conditions of this Agreement. The nature type and extent of the health and welfare benefits to be provided shall be such as the Trustees in their discretion shall determine and which are in accordance with the Trust Agreement.

Benefit levels and improvements agreed upon by the Board of Trustees under the Denver Area Re-

tail Clerks and Employers Insurance Fund shall be maintained during the life of this Agreement. In the event it is necessary, the Employer agrees to make the increased monthly premium payment which will assure no reduction in said benefit levels.

The Trust Fund is to be jointly administered by an equal number of Trustees representing the Employer and the Union.

Employees are eligible for benefits under this Plan on the first day of the month following three (3) consecutive months of employment if they have worked a minimum of eighty-seven (87) straight-time hours in the immediately preceding month. Subsequent eligibility will continue to require a minimum of eighty-seven (87) straight-time hours worked in each month. Under certain circumstances when an employee fails to continue to qualify for eligibility, the employee may be allowed as outlined in the eligibility rules and regulations as established by the Board of Trustees and amended from time to time, to make self-payment to be eligible for continued coverage.

Courtesy Clerks who are qualified for coverage under any other Plan as a dependent are not entitled to benefits under this Plan except that under the co-ordination of benefits provision as established by the Board of Trustees of this Plan, the Courtesy Clerk covered as a dependent under any other "Plan" such other "Plan" shall be considered the primary carrier and then this Plan shall be considered as secondary carrier.

ARTICLE 27

SICK LEAVE

Section 55. All employees covered by this Agreement (Courtesy Clerk coverage set forth below) who

normally work one hundred four (104) hours a month or more and who have been continuously employed by their Employer for a period of one (1) year shall be credited with the equivalent of six (6) days' sick leave with pay. 2024
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Courtesy Clerks who normally work or are scheduled forty (40) hours per week shall be eligible for sick leave benefits.

Unused sick leave shall be cumulative, and after the first (1st) year of continuous employment, said employees shall accumulate unused sick leave at the rate of one-half ($1\frac{1}{2}$) day per month for each month of continuous employment in which they work one hundred four (104) hours, but not to exceed a maximum accumulation equivalent to sixty (60) full days.

A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence on the second (2nd) workday's absence for sickness or non-occupational injury, and on the first workday's absence if the employee is hospitalized and shall be paid at the rate of one hundred percent (100%) of a day's pay for each workday's absence thereafter until such sick benefit allowance is used up.

For the purpose of full-time employees, one hundred percent (100%) of a day's pay shall mean eight (8) hours' pay at the employee's regular classification rate for those days which the employee would have worked had the disability not occurred, calculated at straight-time. The waiting period herein provided, before one hundred percent (100%) of a day's pay commences, shall apply for each illness or non-occupational injury in case the sick benefits allowance has not been used up in previous illnesses or non-occupational injuries.

Sick leave shall be paid to part-time employees who normally work one hundred four (104) hours a month or more on the basis set forth on a pro rata of total hours worked during the year preceding the anniversary date as a ratio to two thousand eighty (2080) hours, but can accumulate only for a maximum of five (5) years.

Sick leave benefits are not convertible to cash.

Any unused sick leave which an eligible employee has accumulated under prior contract sick leave plans shall be credited to him for use hereunder provided the total accumulation under said prior contract sick leave plans, and the plan herein provided shall at no time exceed the limit provided in the second paragraph of this Section 55.

Section 56. Section 55 of this Article is subject to the following conditions: All qualifying periods of employment and/or requirements as to hours of employment per month relate to employment in the employ of one particular Employer and employment by more than one of the Employers whose signatures appear on this Agreement cannot be added together to determine if an employee qualifies or meets the requirements.

ARTICLE 28

BULLETIN BOARD

E42
2 *Section 57.* The Employer will provide bulletin board space for the posting of official union notices.

ARTICLE 29

PENSION

Section 58. Effective for hours worked beginning May 1, 1976, the Employer shall pay twenty cents

(20¢) per hour for all hours worked at straight-time (including hours worked on Sunday), for all employees covered by this Agreement into an Employer-Union Pension Fund, which shall be jointly administered by the Union and the Employer by an equal number of trustees as provided in an agreement establishing such Pension Fund. Though no contributions are required on Courtesy Clerks, they shall be granted past service credits if promoted from the Courtesy Clerk classification.

The Employer's contribution shall be increased in accordance with the following schedule during the life of this Agreement:

Hours worked beginning May 1, 1977—25¢ per hour

Hours worked beginning May 1, 1978—30¢ per hour

Hours worked beginning February 1, 1979—35¢ per hour

Holiday and vacation hours shall be added to those hours for which the above mentioned contributions shall be made.

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

Said Pension Plan and the Trust Agreement establishing the Pension Fund has been submitted to the United States Treasury Department and the

United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Section 401, et seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

It is agreed by and between the parties hereto that when the Pension Plan is approved by the United States Treasury Department and the United States Department of Labor and becomes operative and the Employer makes contributions into the Fund those employees covered by this Agreement shall automatically cease to participate in the Employer's Retirement Plan then in effect.

The Employer shall be represented by its employees, or some other representative on the Board of Trustees administering such Pension Plan. A copy of the Trust Agreement and any amendments thereto shall be made a part hereto as if herein at length set forth, when adopted.

If for any reason the United States Treasury Department and the United States Department of Labor withholds approval and rulings satisfactory to the Employer, the parties to this Agreement hereto agree to negotiate other frings benefits or wage increases in the amount equal to the cents per hour provided for in this Article for all hours worked at straight-time in lieu of payments into the Pension Fund, and that those employees who are eligible will continue to participate in the Employer's Retirement Plan.

ARTICLE 30

SAVING CLAUSE

Section 59. If, during the term of this Agreement, or during any renewal or extension of the same,

any Federal or State Law is Enacted, or any rule or regulation is issued under any Federal or State Law, which would make compliance by the Union, the Employer, employees, or any of them, with the terms, provisions or condition of this Agreement a violation of any of said laws, rules or regulations, then such terms, provisions or conditions shall become inoperative and of no effect from the effective date of any such law, regulation or rule. The remainder of this Agreement not in conflict with any of said laws, rules or regulations shall continue in full force and effect. E38
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In the event of any such terms, provisions or conditions become inoperative and of no effect, either party to this Agreement may open the same for bargaining only as to substitute provisions, if any, for those provisions made inoperative upon a thirty (30) day written notice to the other party.

It is specifically understood that the no-strike and no-lockout provision set forth elsewhere in this Agreement shall remain in effect throughout the term of this Agreement.

ARTICLE 31 LEAVES OF ABSENCE

Section 60. Leaves of absence without pay for reasonable periods shall be granted by the Employer to employees who have completed three (3) months of service for reasons of bona fide illness or disability. Pregnancy shall be treated as a bona fide illness or disability. E13
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Leaves of absence without pay for reasonable period not to exceed thirty (30) days may be granted by the Employer to employees who have completed one (1) year of service for other reasons E9
1

mutually agreed to between the Employer and the employee.

The employee must be qualified to resume his regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay no later than on the second weekly schedule made up after the Employer and the Union have received notice in writing of the employee's availability.

When requested at least one week in advance in writing by the Chief Executive Officer of the Union, the Employer will grant a leave of absence without pay for a period not to exceed thirty (30) days for one employee per Employer at one time who has accepted a position as a Business Agent or Organizer with the Local Union.

A37
2 All leaves of absence must be requested in writing to the Store Manager and shall state (1) the reason, (2) date leave is to begin, and (3) expected date of return to work. Leaves of absence shall be granted in writing, and a copy shall be given to the employee.

ARTICLE 32

NO FREE WORK

Section 61. It is intended that there shall be no "free" or "time off the clock" work practices under this Agreement. Any employee found by the Employer or by the Union to be engaging in such unauthorized practice shall be subject to discipline.

ARTICLE 33

DENTAL PLAN

Section 62. Effective June 1, 1976, based on hours worked in May, 1976, the Employer shall contribute six cents (6¢) per hour for all straight-time hours worked by employees in the bargaining unit who, on the first day of each month has been employed for two (2) calendar months or more. Such payments shall be made into a fund known as Denver Area Retail Clerks and Employers Insurance Fund, which will have for its purpose the providing of dental benefits for eligible employees working for the Employer under the terms and conditions of this Agreement. The nature type and extent of the dental benefits to be provided shall be such as the Trustees in their discretion shall determine and which are in accordance with the Trust Agreement.

The Trust Fund is to be jointly administered by an equal number of Trustees representing the Employer and the Union.

Employees are eligible for benefits under this Plan on the first day of the month following one (1) year of employment if they have worked a minimum of eighty-seven (87) straight-time hours in the immediately preceding month. Subsequent eligibility will continue to require a minimum of eighty-seven (87) straight-time hours worked in each month. Under certain circumstances when an employee fails to continue to qualify for eligibility, the employee may be allowed as outlined in the eligibility rules and regulations as established by the Board of Trustees and amended from time to time, to make selfpayment to be eligible for continued coverage.

Courtesy Clerks who are qualified for dental coverage under any other Plan as a dependent are

not entitled to benefits under this Plan except that under the co-ordination of benefits provision as established by the Board of Trustees of this Plan, the Courtesy Clerk covered as a dependent under any other "Plan" such other "Plan" shall be considered the primary carrier and then this Plan shall be considered as secondary carrier.

ARTICLE 34

PRESCRIPTION PLAN

Section 63. Effective June 1, 1976, based on hours worked in May, 1976, the Employer shall contribute three cents (3¢) per hour for all straight-time hours worked by employees in the bargaining unit who, on the first day of each month has been employed for two (2) calendar months or more. Such payments shall be made into a fund known as Denver Area Retail Clerks and Employers Insurance Fund, which will have for its purpose the providing of prescription benefits for eligible employees working for the Employer under the terms and conditions of this Agreement. The nature type and extent of the prescription benefits to be provided shall be such as the Trustees in their discretion shall determine and which are in accordance with the Trust Agreement.

The Trust Fund is to be jointly administered by an equal number of Trustees representing the Employer and the Union.

Benefits under this Plan shall be payable commencing September 1, 1976 for employees eligible for benefits under this Plan having on the first day of the month following three (3) consecutive months of employment worked a minimum of eighty-seven (87) straight-time hours in the immediately preceding month. Subsequent eligibility will continue to

require a minimum of eighty-seven (87) straight-time hours worked in each month. Under certain circumstances when an employee fails to continue to qualify for eligibility, the employee may be allowed as outlined in the eligibility rules and regulations as established by the Board of Trustees and amended from time to time, to make self-payment to be eligible for continued coverage.

Courtesy Clerks who are qualified for prescription benefits coverage under any other Plan as a dependent are not entitled to benefits under this Plan except that under the co-ordination of benefits provision as established by the Board of Trustees of this Plan, the Courtesy Clerk covered as a dependent under any other "Plan" such other "Plan" shall be considered the primary carrier and then this Plan shall be considered as secondary carrier.

ARTICLE 35

APPRENTICE ADVANCEMENT

Section 64. When an apprentice employee is due to be advanced on the basis of actual hours of work experience as set forth in this Agreement, and the Employer believes the Employer may, with written prior consent of the Union, jointly request an apprentice evaluation committee, as set forth in the next paragraph, to review the employee and make a determination as to whether a period of up to two hundred sixty (260) hours additional training is warranted at the existing classification rate then in effect for such employee to give the employee an opportunity to improve his performance. At the end of such two hundred sixty (260) hour period, the employee must either be advanced to the next higher wage classification or be termin-

ated, if such termination is justified under the terms of the Agreement.

Upon request, as set forth in the previous paragraph, an apprentice evaluation committee may be established by the parties to the Agreement as follows: two (2) members appointed by Mountain States Employers Council, Inc., and two (2) members appointed by Retail Clerks Union, Local No. 7. The apprentice evaluation committee will meet with and review any apprentice employee who, in the opinion of the Employer, does not have the capabilities to warrant a classification increase. The committee shall determine whether additional training is warranted for the employee's classification requirements.

ARTICLE 36

TECHNOLOGICAL CHANGE

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30 Section 65. The parties recognize that automated equipment and technology is now available for the retail food industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time, the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective, the parties agree as follows:

In the event the Employer introduces major technological changes which, for the purpose of this Article, are defined as price marking and electronic scanners and which would have a direct material impact affecting bargaining unit work, thirty (30) days advance notice of such change will be given to the Union.

In addition, the Employer agrees:

1. Any retraining necessary will be furnished

by the Employer at no expense to the employees.

2. Where retraining is not applicable, the Employer will make every effort to effect a transfer to another store, or other employment.
3. In the event an employee is not retrained or transferred and is permanently displaced as a direct result of major technological changes as defined above, the employee will be eligible for severance pay in accordance with the following provisions:
 - a. All employees, excluding courtesy clerks, with two (2) or more years of continuous service will be eligible for one (1) week's severance pay for each year of continuous service. Maximum severance pay of eight (8) weeks' pay to be paid on a lump sum basis. Weekly severance pay shall be determined by the average number of hours worked for the four (4) weeks preceding displacement, not to exceed forty (40) hours' straight-time pay.
 - b. An employee shall be disqualified for severance pay in the event the employee:
 1. Refuses retraining.
 2. Refuses a transfer or other employment within a radius of forty (40) miles.
 3. Voluntarily terminates employment.

ARTICLE 37

STORE CLOSING

Section 66. In the event the Employer closes or sells a store and employees are terminated as a result thereof, pay equal to one week's pay for each

year of continuous service commencing with the third (3rd) year of continuous service for employees, up to, but not to exceed eight (8) weeks pay at their regular rate. However, those employees, who have an incomplete year of continuous service as an employee, will receive pro-rata severance pay for that year as follows:

0-3 months equals twenty-five (25) percent of a week's pay

3-6 months equals fifty (50) percent of a week's pay

6-9 months equals seventy-five (75) percent of a week's pay

Over 9 months equals one (1) week's pay

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

The Employer shall continue contributions to the Pension and Health and Welfare Trust Fund for three (3) full months following termination on an hourly basis in direct relationship to the severance pay received for those employees who receive severance pay, except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Fund.

All monies due employees including severance pay shall be paid in a lump sum upon termination.

An employee who is terminated and who is eligible for severance pay, and accepts severance pay, forfeits his seniority and has no recall rights. However, an employee may elect to accept a voluntary layoff not to exceed ninety (90) days. At the end of ninety (90) day period if he has not been recalled, he will be paid severance pay and forfeit

his seniority. Any extensions of this ninety (90) day period must be agreed in writing and signed by the employee, a representative of the Union, and the Employer. In no case will such extension exceed a total of six (6) months from the date the employee accepted the layoff.

If an employee is offered a transfer or other employment with the employer within forty (40) miles of the store in which he was last working and he refuses to accept the transfer or other employment with the Employer he forfeits his rights to severance pay and Pension and Health and Welfare contributions.

If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then no provision of this Article shall apply.

The Employer agrees to give the employees and the Union four (4) weeks' notice in advance of a store closing or sale. When such notice is given, an employee shall remain with the Employer, until the store closes or forfeit his rights under this Article unless mutually agreed to by the employee, Employer and Union.

No benefits shall accrue under the terms of this Article unless the Employer makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, land condemnation, or remodeling then this Article shall not apply.

ARTICLE 38

TERM OF AGREEMENT

Section 67. The parties acknowledge that during the negotiations which resulted in this Agreement,

each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

THIS AGREEMENT shall be in full force and effect from the first (1st) day of May, 1976, and shall remain in full force and effect until midnight the fifth (5th) day of May, 1979, and shall automatically be renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date, specifying changes desired. Changes in the Agreement shall be limited to those outlined in writing by either party, and the negotiations shall begin within fifteen (15) days after receipt of such notice.

APPENDIX "A"

The minimum wages for the indicated classifications shall be as set forth below on the dates indicated:

CLASSIFICATION	HOURLY RATE OF PAY		
	Effective 5/1/76	Effective 5/1/77	Effective 4/30/78
First Assistant Manager	\$7.26	\$7.76	\$8.26
Other Assistant Managers (when designated by Employer)	6.96	7.46	7.96
Produce Department Head	6.76	7.26	7.76
Head Clerk	6.61	7.11	7.61
All Purpose Clerks			
<i>Apprentice Scale</i>			
First 960 Hours of Work	4.65	5.01	5.37
Second 960 Hours of Work	5.10	5.50	5.90
Third 960 Hours of Work	5.59	6.03	6.46
Journeyman	6.36	6.86	7.36
<i>Courtesy Clerks</i>			
First 480 Hours of Work	2.88	3.03	3.18
Second 480 Hours of Work	3.03	3.18	3.33
Thereafter	3.23	3.38	3.53
<i>Bakery Clerks</i>			
First 960 Hours of Work	4.11	4.43	4.75
Second 960 Hours of Work	4.57	4.93	5.28
Thereafter	5.13	5.53	5.93
Head Baker or Assistant Manager (when designated by Employer)	5.70	6.14	6.58
Bakery Department Manager	6.61	7.11	7.61
Head Bakery Sales Clerk (when designated by Employer)	5.42	5.84	6.26
General Merchandise Manager (expanded store)	7.26	7.76	8.26
Assistant General Merchandise Manager (expanded store—when designated by Employer)	6.76	7.26	7.76
General Merchandise Manager (non-expanded store)	6.76	7.26	7.76
Department Head Trainee	6.36	6.86	7.36

CLASSIFICATION	HOURLY RATE OF PAY		
	Effective 5/1/76	Effective 5/1/77	Effective 4/30/78
Non-Food or General Merchandise Clerks			
First 960 Hours of Work	4.11	4.43	4.75
Second 960 Hours of Work	4.57	4.93	5.28
Thereafter	5.13	5.53	5.93

The Head Bakery Sales Clerk is the employee in each store who is directly responsible to the Employer for the operation of the Bakery Department. This shall not be construed as meaning that the Employer is required to designate a Head Bakery Sales Clerk for the Bakery Department in each store which has a Bakery Department, inasmuch as the Employer may not choose to assign the managerial responsibilities to any employee within the Department, depending on the set-up in the particular store, the size of the Department, etc.

A non-foods or general merchandise clerk's duties shall not include operating a check stand where food items are handled or stocking or price marking food or bakery merchandise, but shall include pricing, handling, displaying, selling and stocking those items generally considered as non-food, general merchandise or drug merchandise.

It is further agreed that seasonal employees working in the classifications listed above shall be excluded from the terms of this Agreement.

Effective May 1, 1977, there shall be a cost of living allowance based on the increase in the Consumer Price Index of the Bureau of Labor Statistics, U. S. Department of Labor (1967=100) between March, 1976 and March, 1977. There shall be a one cent (1¢) per hour adjustment for every full .4 point increase in the Index which exceeds an in-

crease of five percent (5%) in the Index during the period between March, 1976 and March, 1977.

Effective May 1, 1978, there shall be a cost of living allowance based on the increase in the Consumer Price Index of the Bureau of Labor Statistics, U. S. Department of Labor (1967=100) between March, 1977 and March, 1978. There shall be a one cent (1¢) per hour adjustment for every full .4 point increase in the Index which exceeds an increase of five percent (5%) in the Index during the period between March, 1977 and March, 1978.

NOTES

DO NOT GO SUSPENDED!!

REMEMBER, IF YOU LEAVE THE INDUSTRY FOR ANY REASON . . . apply for your withdrawal card. This must be done within 30 days from the date of termination. This protects your Union status in the event you should ever return to the industry. Failure to get a withdrawal will result in **SUSPENSION** from the Union and a reinstatement fee will be charged. The withdrawal request form is provided on the back page of the *Voice of No. 7* for your convenience, or they are available at the Union office.

If you leave the industry it is your obligation to get a Withdrawal Card.

6178-0086172f011_03

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

July 29, 1976

may comply



AUG 2 1976

Secretary-Treasurer
Retail Clerks International
Association
3444 West Colfax Avenue
Denver, Colorado 80204

AUG 12 1976

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) covering the Denver Retail Grocer agreement with your local 7. The agreement we have on file expired April 1976.

May 1979

Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) and wage schedules--negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Julius Shiskin

JULIUS SHISKIN
Commissioner

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

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

1. Approximate number of employees involved - - - - - 9,000
 2. Number and location of establishments covered by agreement Denver area
 3. Product, service, or type of business Grocery stores
 4. If your agreement has been extended, indicate new expiration date _____
- Troy Richardson Business Agent 303 5348163
(Your name and position) (Area code and tel. no.)
- 3444 W. Colfax Denver Colorado 80204
(Address) (City, State, ZIP code)