

DENVER RETAIL GROCERS

and

RETAIL CLERKS UNION, LOCAL NO. 7

Chartered by the Retail Clerks International Association, AFL-CIO

Term: November 11, 1973 to May 1, 1976

(Wage Openers on November 3, 1974 and November 2, 1975)

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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, chartered by the Retail Clerks International Association, AFL-CIO, Denver, Colorado, hereinafter referred to as the "UNION."

WITNESSETH

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, parking lot attendants, meat department employees, hostesses and 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.

From November 11, 1973 through December 31, 1973, it is understood and agreed that it is the present industry practice to permit Advance Salesmen to order, display or rotate items in the signatory Employer's retail food stores as well as the stocking of macaroni products, spices, cheese products, salad dressing products, bakery products, cigarettes and greeting cards and perishables related to the above products. It is not the intent of this Agreement to prohibit or restrict in any manner the continuance of this practice, but rather to prohibit its expansion. 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.

Effective January 1, 1974, the paragraph immediately above shall be deleted and the two (2) paragraphs immediately following substituted therefore:

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.

It is also understood and agreed that nothing herein shall be construed to restrict or prohibit the ordering, stocking, displaying, rotating, etc. of merchandise by Driver Salesmen or Rack Jobbers.

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 continued 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. B39  
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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 any 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 which falls within the bargaining unit 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. On the last pay day of each month, 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 Secretary-Treasurer 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

Section 8. 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 not in conflict with the terms of this Agreement in any way.

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ARTICLE 3. WAGES AND CLASSIFICATIONS

Section 9. For the purposes of this Agreement, the terms set forth below shall have the following meanings:

- a. "HOSTESSES AND DEMONSTRATORS" The regular duties of hostesses and 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 specifically designated as such by the Employer because of his or her additional authorities and responsibilities.
- 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 CLERK" Courtesy Clerks shall not stock merchandise, operate a cash register, unload trucks, stack merchandise on pallets or hand truck unsold merchandise to the selling floor.

Section 10. 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. c27-28  
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Section 11. Part-time employment shall be computed in accord with the appropriate hourly rates set forth in Appendix "A", "B", and "C", attached hereto, and by this reference made a part hereof.

Section 12. 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 13. In applying Sections 10, 11 and 12, 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 14. 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 and shall retain his most recent date of hire as his seniority date on the part-time seniority list.

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:

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- B53  
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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 (exclusive of birthday holidays) with the understanding that any hours worked on the holiday will not be counted as hours worked for the purpose of computing overtime.

Section 15. It is understood and agreed that overtime compensation shall not be paid twice for the same hours of overtime work.

Section 16. 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.

ARTICLE 5. SUNDAY PREMIUMS

Section 17. 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 14 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 14 hereof.

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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 workweek.

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 forty cents (40¢) per hour for all work performed on Sunday.

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

#### ARTICLE 6. NIGHT PREMIUMS

Section 18. A premium of twenty-five cents (25¢) 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 thirty-five cents (35¢) 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

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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 ten cents (10¢) 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 19. The Employer will give employees a relief period of ten (10) uninterrupted minutes in the rest area for each four (4) hour period worked, not to exceed two (2) such relief periods per day. C45  
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Effective November 1, 1974, the Employer will give employees a relief period of fifteen (15) uninterrupted minutes for each four (4) hour period worked, not to exceed two (2) such relief periods per day. ✓

#### ARTICLE 8. TRAVEL TIME

Section 20. When an employee is transferred from one store to another store during his workday, reasonable time spent in traveling between said stores shall be considered as time worked. C51  
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ARTICLE 9. STORE MEETINGS

Section 21. 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. C49  
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ARTICLE 10. TIME CARDS

Section 22. 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 23. Any employee (excluding Courtesy Clerks) 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. Any employee transferred from one store to another in a single day shall be given car fare. Employees working in two (2) stores of the Employer in any one (1) day shall receive a full day's pay for such work. C38  
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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 24. 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, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and the employee's birthday. (Courtesy Clerks are excluded from the birthday holiday.)

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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 in order to qualify for holiday pay. The Employer retains the right to schedule the employee's birthday holiday during the week in which the birthday occurs.

Effective on anniversary dates of employment which occur after November 3, 1974, a personal, anniversary date of employment holiday shall be an additional paid holiday for all employees other than Courtesy Clerks. 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 anniversary date in order to qualify for holiday pay. The Employer retains the right to schedule the employee's anniversary holiday during the week in which the anniversary date occurs.

In the event that the President or Congress of the United States should designate a national holiday in observance of the cessation of hostilities in World War II, such holiday shall be added to the holidays set forth above.

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

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 average number of hours worked per day in the workweek immediately prior to the week in which the holiday occurs.

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 25. When a holiday is worked, the employee (exclusive of Courtesy Clerks) shall be paid two (2) times his regular base rate of pay in addition to the holiday pay provided herein. C70  
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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 26. 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 six (6) months. B43  
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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, layoffs, and rehires on the basis of fitness, ability and seniority. Where qualifications are equal, seniority shall prevail, and seniority shall prevail throughout the entire number of stores of the Employer in the area covered by this Agreement.

Application of the above as it relates to layoffs and rehires for part-time employees and all Courtesy Clerks shall be limited to the store in which the employee works.

The Employer agrees to give consideration to Courtesy Clerks based on seniority when an inexperienced clerk is needed before hiring on the outside. 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.

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Section 27. 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 28. 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.

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In the case of transfers from store to store, seniority shall be considered by job classification. Transfers shall not be made for capricious, arbitrary or discriminatory reasons.

ARTICLE 14. UNIFORMS

Section 29. The Employer agrees to pay for the laundry of all required caps, uniforms, smocks, aprons, towels and rags, except for laundering of drip-dry garments. 1057  
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ARTICLE 15. NO REDUCTION

Section 30. 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 31. 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. 1070  
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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.

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

ARTICLE 17. VACATIONS

Section 32. All regular full-time employees and all part-time employees (exclusive of Courtesy Clerks) who normally work twenty (20) or more hours in the workweek, 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 three (3) 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 November 1, 1975, two (2) weeks' paid vacation after two (2) years' continuous service), such vacations 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 (2000) hours 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.

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D13-14  
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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 or drunkenness, such employee shall be paid pro rata vacation pay earned up to the time the employment relationship is severed.

Section 33. All regular full-time Courtesy Clerks and all part-time Courtesy Clerks who normally work twenty-four (24) or more hours in the workweek 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 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 vacations 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.

Section 34. Continuity of employment for the purpose of this Article shall be considered as unbroken where a lapse of service due

to layoff shall be less than a total of sixty (60) calendar days during the anniversary year.

Section 35. 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 36. 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.

Section 37. 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 or drunkenness, he shall not be entitled to any vacation or vacation pay, whether the same has accumulated or not.

#### ARTICLE 18. STORE VISITATION

Section 38. The Secretary 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.

ARTICLE 19. WORK SCHEDULES

Section 39. From November 11, 1973 through December 15, 1973, the Work Schedules requirements of Article 19, Section 39 of the last previous Labor Agreement between the parties shall remain in effect. The following language of this Article shall become effective on December 16, 1973.

ARTICLE 19. WORK SCHEDULES

Section 39. 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 (excluding Courtesy Clerks) 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.

If there is an opening for a regular full-time job, part-time employees in the same department in the store shall be given consideration for the opening before any employee is hired from the outside; provided however, the part-time employee is available for the hours needed and possesses the qualifications to satisfactorily perform the full-time job.

Neither of the two immediately preceding paragraphs shall be applicable to Courtesy Clerks.

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

For the purposes of this Article, 'additional hours' shall include hours made available by a terminating employee 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 schedule.

Employees who have requested additional hours 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.

Regular full time All-Purpose Clerks (including night stockers), Bakery Clerks and Non Foods or General Merchandise Clerks may request particular schedules 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 shall retain this schedule for ninety (90) days provided this schedule is available.

After six (6) months of work on a night-stocking crew, these employees shall have the right, based on seniority, to claim any available day shift in the same store for which they are qualified and available.

Effective December 2, 1973, 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, except as required under the Reporting Pay Article elsewhere in this Agreement.

#### ARTICLE 20. STORE CARD

Section 40. 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 41. The Union shall have the right to designate no more than two (2) Stewards in the store 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 with respect to layoff in that store. The Store

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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 with reasonable promptness and attempt to resolve the grievance.

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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 retro-active liability shall not be applicable to situations covered by Article 3, Section 13, paragraph 2.

Step 3 - If the grievance is not satisfactorily adjusted in Step 2, either party may, with reasonable promptness, in writing, request arbitration and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The executive board 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.

In the event the parties are unable to reach agreement upon the selection of an arbitrator, the party requesting arbitration may, with reasonable promptness, request a panel of five (5) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. From this panel of five names, each party shall strike two names and 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.

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.

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. E19  
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ARTICLE 22. ENTIRE AGREEMENT

Section 42. 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 43. 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. 8/19  
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ARTICLE 24. JURY DUTY

Section 44. 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. It is specifically understood and agreed that for any employee covered by this Agreement

to qualify for the benefits provided under this Section, he must promptly report for work at the Employer's premises whenever his presence is not required on the jury, if such periods when his presence is not required fall during his regular working hours.

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.

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ARTICLE 25. FUNERAL LEAVE

Section 45. Upon request, an employee covered by this Agreement shall be granted the necessary 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, or sister. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence.

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ARTICLE 26. MEDICAL SURGICAL AND HOSPITAL  
SERVICE - GROUP LIFE INSURANCE

Section 46. The Employer shall contribute twenty-nine dollars and seventy-five cents (\$29.75) per month by the twentieth (20th)

day of the month for each of its employees (excluding less than full-time Courtesy Clerks) who, on the first (1st) day of each month has been employed for three (3) calendar months or more and has averaged twenty-four (24) hours or more per week for at least four (4) consecutive weeks. Such payments shall be made into a fund known as Denver Area Retail Food 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.

Effective November 1, 1974, the Employer contribution shall be increased to thirty-eight dollars and forty cents (\$38.40) per month.

Benefit levels in effect under the Denver Area Retail Food Clerks and Employers Insurance Fund on November 1, 1970, 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.

In the event a covered employee works less than an average of twenty-four (24) hours per week for eight (8) consecutive weeks, such welfare premium shall be discontinued until such employee again works

an average of twenty-four (24) hours or more per week for four (4) consecutive weeks when such welfare premium will be paid without any waiting period.

The Employer's welfare plan, life insurance, hospital and surgical-medical insurance, weekly health and accident insurance shall be discontinued at the time the above Health and Welfare becomes effective.

Section 47. Regular full-time Courtesy Clerks who normally work forty (40) hours per week shall be eligible for coverage under the Medical, Surgical, and Hospital Service and Group Life Insurance Plan, but it is agreed that Courtesy Clerks otherwise eligible shall not be provided with double health and welfare coverage and shall sign a waiver to this effect.

#### ARTICLE 27. SICK LEAVE

Section 48. All employees covered by this Agreement (excluding less than full-time Courtesy Clerks) 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.

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 ( $\frac{1}{2}$ ) 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 thirty (30) 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 days' 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 benefit 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 48.

Section 49. Section 48 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.

Section 50. Regular full-time Courtesy Clerks who normally work forty (40) hours per week shall be eligible for sick leave benefits.

#### ARTICLE 28. PENSION

Section 51. Effective December 1, 1973, the Employer shall pay fifteen cents (15¢) per hour for all hours worked at straight-time (including hours worked on Sunday), for all employees covered by this Agreement (excluding Courtesy Clerks) 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. (The Employer shall continue its previous contribution of ten cents (10¢) per hour from November 11, 1973 through November 30, 1973.)

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. Sec. 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 fringe benefits or wage increases in the amount of ten cents (10¢) per hour (fifteen cents (15¢) per hour after December 1, 1973) 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 29. BAKERY CLERKS

Section 52. The Classifications and minimum wage scales applicable to Bakery Clerks, as well as any special conditions applicable to them, are set forth in Appendix "B" attached hereto and by this reference made a part hereof. Except for said special conditions which are different from the terms and conditions of this Agreement, the terms of this Agreement shall apply with equal force to said Bakery Clerks.

ARTICLE 30. NON-FOODS OR GENERAL MERCHANDISE CLERKS

Section 53. The classifications and minimum wage scales applicable to Non-Foods or General Merchandise Clerks, as well as any special conditions applicable to them are set forth in Appendix "C" attached hereto and by this reference made a part hereof. Except for said special conditions which are different from the terms and conditions of this Agreement, the terms of this Agreement shall apply with equal force to said Non-Foods or General Merchandise Clerks.

ARTICLE 31. SAVING CLAUSE

Section 54. 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.

In the event 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 32. LEAVES OF ABSENCE

Section 55. 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.

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Leaves of absence without pay for reasonable periods not to exceed thirty (30) days may be granted by the Employer to regular full-time employees who have completed one (1) year of service for other reasons 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.

All leaves of absence must be requested in writing to the personnel department 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 33. NO FREE WORK

Section 56. 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 34. DENTAL PLAN

Section 57. The Employer will contribute ten dollars and thirty-eight cents (\$10.38) per month by the twentieth (20th) day of the month for each of its employees (excluding less than full-time Courtesy Clerks) who, on the first day of each month has been employed for three (3) calendar months or more and has averaged twenty-four (24) hours or more per week for at least four (4) consecutive weeks.

Such payments shall be made into a fund known as the Denver Area Retail Foods Clerks and Employers Insurance Fund for the purpose of furnishing dental benefits to covered employees. The dental benefit shall be funded separate and apart from the medical, surgical, hospital service and group insurance Plan, and only the contributions required by this Section, or income from such contributions shall

be used for providing such dental benefits and all costs of providing them. 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 dental plan shall become operable on July 1, 1972.

In addition to the other qualifications necessary for eligibility, as set forth under Article 26, Medical, Surgical and Hospital Service - Group Life Insurance, elsewhere in this Agreement, an employee must also have been employed by a covered Employer for at least one (1) year in order to qualify for dental benefits.

ARTICLE 35. APPRENTICE ADVANCEMENT

Section 58. 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 terminated, if such termination is justified under the terms of the Agreement.

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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. TERM OF AGREEMENT

Section 59. 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 eleventh (11th) day of November, 1973, and shall remain in full force and effect until midnight the thirtieth (30th) day of April, 1976, 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.

Notwithstanding the provisions above of this Section, it is specifically agreed that either party hereto may elect to open Appendices "A", "B" and "C" for the negotiation of changes in straight-time hourly rates of pay only, by giving written notice to the other party specifying the hourly rate changes desired on a date not less than sixty (60) days prior to November 3, 1974, and again not less than sixty (60) days prior to November 2, 1975. If, after proper opening, the parties are unable to reach a mutually

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acceptable agreement as to said hourly rates of pay by November 3, 1974, and again by November 2, 1975, then, in that event, anything to the contrary notwithstanding this Agreement shall not be construed so as to prevent the Union from exercising its right to strike on the issue of hourly rates of pay or the Employer from exercising its right to lock out on the issue of hourly rates of pay until such time as the parties have agreed on the hourly rates of pay.

IN WITNESS WHEREOF, the parties above named have signed their names and/or affixed the signature of their authorized representative, this 21st day of November, 1973.

RETAIL CLERKS UNION, LOCAL NO.7  
Chartered by the Retail Clerks International Association, AFL-CIO

BY \_\_\_\_\_

EMPLOYER:

ALBERTSON'S, INC.

BY \_\_\_\_\_

APPLEBAUMS' FOOD MARKETS, INC.

BY \_\_\_\_\_

KING SOOPERS DISCOUNT

BY \_\_\_\_\_

NATIONAL-DEL FARM SUPER MARKETS

BY \_\_\_\_\_

SAFEGWAY STORES, INC.

BY \_\_\_\_\_

MSEC  
JIM/ddr

APPENDIX "A"

The minimum wages for the indicated classifications shall be as follows: effective on November 11, 1973 and to remain in effect through November 2, 1974:

<u>CLASSIFICATION</u>	<u>New Rate</u>
Assistant Store Manager	\$4.88
Produce Department Head	4.78
Head Clerk	4.63
All Purpose Clerks (Apprentice Scale)	
First 960 hours of work	3.15
Second 960 hours of work	3.50
Third 960 hours of work	3.88
Journeyman	4.46
Courtesy Clerks	
First 480 hours of work	2.00
Second 480 hours of work	2.15
Thereafter	2.25

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It is understood that employees presently working in classifications listed above who are being paid above such classification rate in the contract will receive an increase in the same number of cents per hour as the classification provided in the contract but in no case shall said increase exceed 27¢ per hour.

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APPENDIX "B" - BAKERY RATES

The minimum wages for the indicated classifications below shall be as follows for employers signatory to this Agreement other than King Soopers and Safeway, Inc. and shall be in effect on November 11, 1973 and remain in effect through November 2, 1974:

<u>CLASSIFICATION</u>	<u>New Rate</u>
Bakery Clerks	
First 960 hours of work	\$2.40
Second 960 hours of work	2.75
Thereafter	3.25
Head Bakery Sales Clerk (when designated by the Employer)	3.75

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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 in which it 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.

The minimum wages for the indicated classifications listed below shall be applicable to employees employed by King Soopers and Safeway, Inc. only and shall be effective on November 11, 1973 ratification and remain in effect through November 2, 1974:

CLASSIFICATIONNew Rate

Bakery Clerk	
First 960 hours of work	\$2.75
Second 960 hours of work	3.10
Thereafter	3.50
Head Baker or Assistant Manager (when designated by the Employer)	4.00
Bakery Department Manager	4.63

Bakery Clerks, Head Bakery Sales Clerks and Bakery Department Managers who are employees of employers signatory to this Agreement will be considered as a separate group for the purpose of applying the Seniority provisions of Article 13.

It is understood that employees presently working in classifications listed above who are being paid above such classification rate in the contract will receive an increase in the same number of cents per hour as the classification provided in the contract but in no case shall said increase exceed 27¢ per hour.

APPENDIX "C"

NON-FOODS OR GENERAL MERCHANDISE RATES

The minimum wages for the indicated classifications below shall be as follows for employers signatory to this Agreement other than King Soopers and Safeway, Inc. and shall be in effect on November 11, 1973 and remain in effect through November 2, 1974:

<u>CLASSIFICATION</u>	<u>New Rate</u>
General Merchandise Department Manager (when designated by the Employer)	\$3.75
Non Foods or General Merchandise Clerks	
First 960 hours of work	2.40
Second 960 hours of work	2.75
Thereafter	3.25

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The minimum wages for the indicated classifications listed below shall be applicable to employees employed by King Soopers only and shall be effective on November 11, 1973 and remain in effect through November 2, 1974:

<u>CLASSIFICATION</u>	<u>New Rate</u>
General Merchandise Manager (Expanded store)	\$5.29
Assistant General Merchandise Manager (Expanded store - when designated by the Employer)	4.88
General Merchandise Manager (Non-Expanded store)	4.63

CLASSIFICATIONNew Rate

Department Head Trainee  
(when designated by the  
Employer)

\$4.46

Non-Foods or General  
Merchandise Clerk

First 960 hours of work  
Second 960 hours of work  
Thereafter

2.75  
3.10  
3.50

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.

Employees classified as non-foods or general merchandise clerks and department managers will be considered as a separate group for the purpose of applying the seniority provisions of Article 13 of the Principal Agreement.

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

It is understood that employees presently working in classifications listed above who are being paid above such classification rate in the contract will receive an increase in the same number of cents per hour as the classification provided in the contract but in no case shall said increase exceed 27¢ per hour.

BLS 2452

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

#6779 (MDS)



May 30, 1974

Mountain States Employers' Council, Inc.  
Office of the Vice President  
P. O. Box 539  
Denver, Colorado 80201

JUN 10 1974

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between your Denver Retail Grocery Agreement and the Retail Clerks' International Association, local #7. The latest agreement we now have on file expired October 1973.

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. We would also appreciate your sending us copies of your Health, Insurance, and Pension Plans. 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 is enclosed, please provide information separately for each agreement on the back of this form. (PLEASE PRINT)

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 8000
2. Number and location of establishments covered by agreement 125
3. Product, service, or type of business RETAIL FOOD SALES
4. If previous agreement has been extended without change, indicate new expiration date \_\_\_\_\_

JACK I. MOORE - STAFF MEMBER  
(Name and Position)

(303) 222-2733  
(Area code and telephone number)

1790 LOGAN  
(Address)

DENVER, COLO. 80203  
(City, State, and ZIP code)

*IV-X-4/30/76*