

R#6803  
5/74  
Check Name changed  
MAY 17 1974  
PK

MEMORANDUM OF AGREEMENT

BETWEEN

ALTERMAN FOODS, INC.

AND

RETAIL CLERKS UNION LOCAL NO. 1063

Effective May 12, 1974, through May 8, 1976.

All Articles and Sections of the present Agreement are agreed except as amended herein.

All provisions in the new Agreement, unless otherwise specified, shall be effective the first full week following execution of this Agreement except wage rates which shall be effective May 12, 1974.

AGREEMENT: Add Douglasville, Bremen, Carrollton, Dublin, Dallas, Athens, Fort Valley, Cumming, Commerce, LaFayette, Canton. *Georgia*

ARTICLE III, COVERAGE:

Paragraph A. Delete the classification of "Porter". Present persons classified as porters shall be reclassified as stock clerks. They shall receive the general increase on May 12, 1974; thereafter they will progress to the next higher stock clerk rate upon completion of six (6) months of service from May 12, 1974.

Paragraph A. Add "Pick Up Lane Clerks".

ARTICLE V, VACATIONS:

*deleted 2 year maximum*

Paragraph B. A part time employee who is not entitled to a full time vacation according to the policy of the Employer shall be granted a part time vacation under the same general rules as provided in the policy of the Employer for regular full time employees. Part time vacation will be figured on the number of hours in the vacation qualifying year divided by fifty two (52) as follows:

<u>AVERAGE HOURS WORKED</u>	<u>VACATION</u>
20 Hours or Less	10 Hours
Over 20 Hours to and including 30 Hours	20 Hours
Over 30 Hours	30 Hours

Delete last subparagraph.

*Ch. Glass*

III-x-5/8/76

ARTICLE VI, HOURS AND WORKING CONDITIONS:

The schedule for full time employees will not be otherwise changed unless such change is necessitated by an emergency such as fire, flood, windstorm, or other acts of Nature, or any situation endangering the safety of an employee. But in no case will full time employees' schedules be changed to the extent they do not work the full work week of forty (40) hours provided there remains sufficient hours in the work week. In such event, the provisions of this Agreement concerning daily overtime, night premium, and time and one half (1½) for working more than two (2) nights per week may be waived to allow an employee who so desires to complete a forty (40) hour schedule.

Part time employees will be scheduled for a minimum of twelve (12) hours of work per week, Monday through Saturday, except that a part time employee called in on Saturday (who has not previously worked that week) will be scheduled for the hours from the time called in to the time the store closes.

A schedule for night stock crews must allow a ten (10) hour break between the end of one (1) shift and the commencement of the next shift.

DS4  
An employee in one of the following classifications, stock and produce clerk, cashier, non food clerk, who desires a transfer to another location may request such a transfer in writing to the Personnel Director with a copy to his or her Supervisor and the Local Union. When a vacancy occurs, the Employer will review any requests filed for that location by seniority, and a decision will be made based upon seniority, ability and consistent with the needs of the business. Requests for transfer shall be valid for a period of six (6) months from the date received in the Personnel Department.

Assistant Store Managers, Produce Managers, and Head Cashiers may request a transfer as provided hereinabove. However, in the case of such request, a decision will be based upon the employee's experience and ability to perform the work as determined by the Employer.

In the case of a temporary transfer at the request of the Employer involving more than ten (10) additional miles of travel per day, the employee will be reimbursed for the additional miles traveled at fourteen cents (14¢) per mile.

DS8  
All work and services connected with or incidental to the handling or selling of merchandise (except potato chips, beverages, cookies, bakery products, rack jobbers) offered for sale to the public in the Employer's retail establishments covered by this Agreement shall be performed only by employees of the Bargaining Unit. This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to new or remodeled stores or to initial special displays unless such special displays have a tendency to become too constant or too often. There shall be no expansion of the present practice which might tend to erode Bargaining Unit employment during the life of this Agreement.

The Employer will schedule available hours of work on a seniority basis (providing the employee is capable of performing the work assigned) so as to create and maintain the greatest number of full time jobs that is possible.

Part time employees interested in full time positions shall notify their Store Supervisor in writing with a copy to the Local Union.

Full time cashier work schedules with hours after 6:30 P.M. will be rotated among available full time cashiers as far as it is practical to do so.

ARTICLE VII, HOLIDAYS:

Paragraph D. Add: "This holiday shall be scheduled within thirty (30) days of the employee's request."

New Paragraph F. An employee whose employment service is terminated for confessed or proven dishonesty shall not be eligible to receive any holiday pay for which he or she may otherwise be eligible.

New Paragraph G. There shall be no work performed on Thanksgiving and Christmas Day. If major retail food competitors within the individual operating areas covered by this Agreement are closed on Easter Sunday, employees covered by this Agreement within individual operating areas where the major retail food competitors are closed shall not be required to work on Easter.

New Paragraph. Add: Night stock crews shall not be scheduled to work prior to 6:00 A.M. the day following Thanksgiving and Christmas Day. If store closed on Easter, this applies to that holiday also.

ARTICLE VIII, SENIORITY:

*delete reference to experience + ability*

Paragraph A. In lay offs and recalls, seniority shall apply. Seniority shall be defined as the length of last continuous employment. There shall be one seniority list for full time employees and a separate seniority list for part time employees. Seniority for lay offs shall be administered in accordance with the provisions of Appendix B attached hereto and made a part hereof.

*delete experience + ability*

Paragraph B. In the matter of permanent transfers, length of service shall be the controlling factor except as may be mutually agreed upon between the Union and the Employer.

Paragraph C. In the matter of promotions within the Bargaining Unit, where experience and ability are equal, the employee having the greatest seniority shall receive preference. An employee interested in a promotion shall advise the Personnel Director in writing with a copy to his or her Supervisor, and the Local Union. When a vacancy occurs, such requests shall be considered as provided herein.

Paragraphs B, C, D, E, F, G, H, and I of this Article shall be retained and re-designated.

New Paragraph. Agreed seniority lists shall be established and maintained and such lists shall be available to the Union at all times. Separate lists shall be maintained for full time and part time employees.

New Paragraph. When employees object to night stock work, the night stock work shall be assigned by seniority beginning with employees at the bottom of the seniority lists.

561  
1  
New Paragraph. An employee who is absent from work without notifying his Store Manager and having bona fide excuse may be considered to have voluntarily quit.

New Paragraph. In the event employees engage in an authorized work stoppage, employees will be called back by seniority within their classification as needed in their store on termination of the authorized work stoppage.

APPENDIX B, LAY OFF PROCEDURE:

In the event of a lay off for lack of work, the principle of seniority shall be applied as follows:

Group I: This group shall consist of all stores located within the metropolitan counties of Fulton, Cobb, DeKalb, Clayton, and Gwinnett. This group shall be further divided into four (4) regions. The dividing lines for these regions shall be I-20 and Roswell Road, I-75. The Northeast area shall be designated as Region 1, Southeast as Region 2, Southwest as Region 3, and Northwest as Region 4.

Group II. This group shall consist of all other stores under the jurisdiction of this Agreement further grouped according to the county in which they are located.

In the event of a lay off for lack of work of a full time employee in Group I, seniority shall be applied as follows:

- 054  
T
- A. The least senior employee in the job classification in the store may displace the least senior part time employee in the same job classification in that store; or
  - B. The least senior employee in the job classification in the store may displace the least senior employee in that job classification in the Region in which the store is located.
  - C. The least senior employee in the Region in the job classification may displace the least senior employee in the job classification in the Group.
  - D. The least senior employee in the job classification in the Group may displace the least senior employee in the job classification in the area covered by the Contract.

In the event of a lay off for lack of work of a full time employee in Group 2, seniority shall be applied as follows:

- A. The least senior employee in the job classification in the store may displace the least senior part time employee in the same job classification in that store; or
- B. The least senior employee in the job classification in the store may displace the least senior employee in the job classification in the county in which the store is located.
- C. The least senior employee in the job classification in the county may displace the least senior employee in the job classification in Group 2.
- D. The least senior employee in the job classification in Group 2 may displace the least senior employee in the job classification in the area covered by the Contract.

It is understood that a full time employee in either Group at any step in the aforementioned procedure may displace the least senior part time employee in the same job classification in his or her store. Part time employees may be laid off on a store basis. In Group I, they may exercise their seniority on a Region basis,



and in Group 2 on a county basis by contacting the Personnel Department in writing with a copy to the Local Union at the time of lay off.

ARTICLE IX, DISPUTE PROCEDURE:

Union proposal for permanent panel with Arbitrators as follows:

1. Sherman Dallas
2. Paul Hardy
3. George Savage King

ARTICLE XI, LEAVES OF ABSENCE:

*rewritten to comply with law*  
Paragraph A. A female employee may be granted a leave of absence without pay upon her written request supported by a statement from her physician certifying that the employee is pregnant and the anticipated birth date. Such leave shall begin when the employee becomes unable to perform her job properly or her health and safety becomes endangered because of her condition. The initial leave of absence shall not exceed six (6) months; however, extensions may be granted up to ninety (90) days at a time for a cumulative total of one (1) year, if requested and granted in writing supported by proper medical evidence prior to each expiration.

Paragraph E. Delete one (1) year service requirement for part time employees.

Paragraph G. Delete "In case of Pregnancy Leave, seniority shall be retained but shall not accrue during the period of such Pregnancy Leave."

Add to Paragraph A: Employees returning to work must notify their Store Manager at least seven (7) days in advance of the posting of the work schedule for the week they wish to commence work.

Add to Paragraph C: Employees returning to work from a leave of absence of thirty (30) days or more must notify their Store Manager at least seven (7) days in advance of the posting of the work schedule for the week they wish to commence work.

ARTICLE XIII, HEALTH AND WELFARE:

A-1. The term "eligible employee" shall mean an employee who has worked an average of thirty two (32) hours per week for a period of eight (8) consecutive calendar weeks (256 hours). Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks (256 hours) and such date shall hereinafter be referred to as his eligibility date.

2. In the case of part time employees, the term "eligible employee" shall mean an employee who has worked an average of twelve (12) hours or more per week for the eight (8) consecutive weeks immediately preceding the first of any month. Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks and such date shall hereinafter be referred to as his eligibility date.

B-1. The Employer shall contribute forty one dollars (\$41.00) per month (effective November 1, 1974, fifty one dollars and fifty cents (\$51.50) per month) for each eligible employee to the Retail Clerks Union and Employers Insurance Fund,

which fund is a jointly administered Employer and Union Trust Fund, as provided in the Trust Agreement.

2. The Employer shall contribute ten dollars (\$10.00) per month (effective November 1, 1974, thirteen dollars (\$13.00) per month) for each eligible part time employee.

C. Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:

1. A lay off or leave of absence of thirty calendar days (30) or more except as otherwise provided below:

2. The employees ceasing to be an eligible employee due to his failure to work an average of thirty two (32) hours or more per week for eight (8) consecutive calendar weeks (256 hours) or in the case of a part time employee due to his failure to work an average of twelve (12) hours or more per week for the eight (8) consecutive weeks immediately preceding the first day of any month. For the purpose of this paragraph, an eligible employee who is on an approved personal leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with the hours he would normally have worked in such week or weeks.

D. Contributions to the Trust Fund shall be continued under the following conditions:

*Reg. was 1 mo*

1. In case of illness, pregnancy, non-compensable or compensable injury, six (6) months contribution following the month in which the illness or injury occurred.

*B-19  
3*

In case of compensable injury, contributions will be made until such time as the employee is allowed to return to work or a final settlement is reached on his claim.

2. The Employer agrees to pay the contributions to the Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for dishonesty, drinking, or drunkenness on the job or resigns to go into business for himself.

E. Employee contributions which have been discontinued as provided in paragraph D-1 will be resumed on the first day of the month following return to work on the Employer's active payroll after illness, injury or pregnancy.

*Now covers nonhighlights & high school students*

F. The "eight (8) consecutive calendar weeks" referred to in paragraphs A shall mean the eight (8) consecutive calendar weeks immediately preceding the first day of the calendar month.

G. When an employee fails to qualify for the thirty two (32) hour contribution as provided in Paragraph B-1 but qualifies for the twelve (12) hour contribution provided in Paragraph B-2, that contribution shall be made when the contribution provided in Paragraph B-1 is discontinued.

ARTICLE XIV, JURY DUTY AND LEGAL PROCEEDINGS:

A full time employee who serves on jury duty shall be paid for time necessarily lost from work provided the employee makes every reasonable effort to be available for work within his or her regular work schedule when not occupied with jury duty.

The pay shall be the difference between each day's jury fee and the employee's regular rate for time lost from work.

ARTICLE XVII, PENSION PLAN:

The Employer agrees to contribute to a jointly administered Trust Fund known as the Retail Clerks Unions and Employers Pension Fund the sum of eleven cents (11¢) per hour; effective October 1, 1974, twelve cents (12¢) per hour; effective January 1, 1975, fourteen cents (14¢) per hour for all hours paid.

NEW ARTICLE, MAJOR TECHNOLOGICAL CHANGES:

In the event the Employer introduces major technological changes affecting Bargaining Unit work, advance notice of such change will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.

DSI  
98

EXHIBIT A, WAGES:

## Paragraph A. Wage Rate Schedule

	EFFECTIVE 5/12/74		EFFECTIVE 11/10/74	
	WEEKLY	HOURLY	WEEKLY	HOURLY
STOCK AND PRODUCE CLERK				
Start	116.80	2.92	120.80	3.02
After 6 months	125.60	3.14	130.00	3.25
After 12 months	132.40	3.31	137.20	3.43
After 18 months	143.60	3.59	148.80	3.72
After 24 months	156.00	3.90	161.60	4.04
After 30 months	180.00	4.50	186.80	4.67
CASHIER - NON FOOD CLERK				
Start	116.80	2.92	120.80	3.02
After 6 months	125.60	3.14	130.00	3.25
After 12 months	132.40	3.31	137.20	3.43
After 18 months	143.60	3.59	148.80	3.72
After 24 months	156.00	3.90	161.60	4.04
After 30 months	180.00	4.50	186.80	4.67
PART TIME		2.72		2.82
PICK UP LANE CLERK		2.63		2.73
HEAD CASHIER				
Under 80,000	191.20	4.78	198.40	4.96
80,000 and up	207.60	5.19	215.60	5.39
ASSISTANT MANAGER				
Under 15,000	209.60	5.24	217.60	5.44
15,001 to 25,000	212.40	5.31	220.00	5.50
25,001 to 35,000	214.40	5.36	222.40	5.56
35,001 to 50,000	220.80	5.52	229.20	5.73
50,001 to 80,000	230.00	5.75	238.40	5.96
80,001 and up	239.60	5.99	248.40	6.21
PRODUCE MANAGER				
Under 15,000	213.60	5.34	221.60	5.54
15,001 to 25,000	219.20	5.48	227.20	5.68
25,001 to 35,000	223.60	5.59	232.00	5.80
35,001 to 50,000	225.60	5.64	234.00	5.85
50,001 to 80,000	234.80	5.87	243.60	6.09
80,001 and up	244.40	6.11	253.20	6.33

Paragraph B. In each store with an average weekly sales volume of \$22,500 or more, one frozen food clerk is to receive \$5.00 per week (12½¢ per hour) added to his or her regular clerk's wage rate. (Frozen Food Clerk to be designated by the Company).

Add new paragraph. There will be one Head Night Stock Clerk assigned to each night



crew. The Head Night Stock Clerk is to receive \$10.00 per week (25¢ per hour) over his or her regular wage rate.

Paragraph C. After six (6) calendar months at this rate, a part time clerk will advance to the starting rate of the full time clerk wage schedule and for each nine (9) months thereafter will advance to the next highest bracket for the full time clerk wage schedule.

A part time clerk who is reclassified to the full time clerk classification will advance to the full time clerk wage bracket corresponding to his length of service with the Employer considering nine (9) months equals six (6) months.

DURATION OF CONTRACT:

Effective May 12, 1974, through May 8, 1976.

Sixty (60) days prior to May 11, 1975, the Union will notify the Employer of its desire to reopen Article XIII, Health and Welfare, Article XVIII, Pension Plan, Article XIX, Wages (Exhibit A, paragraph A).

Should the parties not reach an agreement by May 11, 1975, then Article X, No Strike, No Lockout shall not be applicable.

IN WITNESS WHEREOF the said parties execute this memorandum of Agreement this 9<sup>th</sup> day of May, 1974.

FOR THE UNION:

Wm. J. Decker  
Thomas O. Smedley  
\_\_\_\_\_

FOR THE EMPLOYER:

Wm. A. Alferman  
Stephen J. Alt  
Wm. J. Smith  
\_\_\_\_\_

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C. 20212

August 15, 1974



*946 6127*  
*TS/5 PRANK BYD*  
*COLLEGE PK, GA*  
*30022*

*3512 MAIN STREET*

Labor Research Division  
Retail Clerks International Association  
~~2504 Main Street~~  
College Park, Georgia 30022

*SEP 03 1974*

Gentlemen:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we would like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Sincerely yours,

*Julius Shiskin*

JULIUS SHISKIN  
Commissioner

*Alabama Georgia and Tennessee*  
*May 1978*

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Alterman Foods, Inc. Ga., Ala., and Tenn.	Retail Clerks Local #1063	<u>1977</u> <b>2,000</b> <i>ees added to coding card 9/74 &amp; put on per x drawer</i>