

MAY 10 1977

CUD

4/18/77

H# 6759

2/77

Settlement of the Industry Contract will consist of the following changes from the previous contract.

I. Wages:

2453  
8-9-77

	<u>Present Rates</u>	<u>2/20/77</u>	<u>2/19/78</u>	<u>2/18/79</u>
Asst. Mgr./Hd. Stock	7.13	7.83	8.33	8.83
Head Produce	7.13	7.83	8.33	8.83
Head Dairy	6.93	7.65	8.18	8.70
Head Cashier	6.93	7.65	8.18	8.70
<u>Full Time Grocery Employees</u>				
1st 6 months	5.40	5.87	6.18	6.49
2nd 6 months	5.65	6.14	6.47	6.80
After 1 year	5.90	6.41	6.75	7.10
After 2 years	6.10	6.63	6.98	7.33
After 3 years	6.30	7.10	7.21	7.58
After 3 years	6.83	7.10	7.21	7.58
After 4 years	6.83	7.50	7.70	7.90
After 5 years	6.83	7.50	7.90	8.30
<u>Part Time Grocery Employees</u>				
0-1040 Hours	3.25	3.55	3.75	3.90
1041-1560 Hours	3.72	4.10	4.30	4.48
1561-2080 Hours	3.99	4.37	4.57	4.80
2081-2600 Hours	4.40	4.81	5.05	5.25
2601-3120 Hours	4.69	5.13	5.35	5.60
3121-4160 Hours	4.99	5.46	5.50	5.70
4161-5200 Hours	4.99	5.48	5.65	5.85
5200 and Over	4.99	5.50	5.75	6.00

Part Time Grocery Employees who had worked the following hours effective February 24, 1974, will receive the following rates of pay with no further progression -

3120-4160	5.50	5.75	6.00
4161-6240	5.50	5.75	6.00
6241-8320	5.85	5.95	6.03-1/2
8321 and Over	6.23	6.28	6.33-1/2

VII - 7 - 2/80

	<u>Present Rates</u>	<u>2/20/77</u>	<u>2/19/78</u>	<u>2/18/79</u>
<u>Bagger/Carryout</u>				
0-1041 Hours	2.40	2.55	2.65	2.80
1041-1560 Hours	2.50	2.55	2.70	2.85
1561 and Over	2.55	2.70	2.90	3.00
 <u>Deli Manager</u>	 6.225	 6.955	 7.455	 7.955
<u>Full Time Delicatessen</u>				
1st 6 months	5.385	5.87	6.18	6.49
2nd 6 months	5.61	6.14	6.47	6.80
3rd 6 months	5.84	6.41	6.75	7.10
Thereafter	6.075	6.805	7.305	7.805
 <u>Part Time Delicatessen</u>				
0-1040 Hours	3.25	3.55	3.75	3.90
1041-1560 Hours	3.72	4.10	4.30	4.48
1561-2080 Hours	3.99	4.37	4.57	4.80
2081-2600 Hours	4.40	4.81	5.05	5.25
2601-3120 Hours	4.69	5.13	5.35	5.60
3121-4160 Hours	4.99	5.46	5.50	5.70
4161-5200 Hours	4.99	5.48	5.65	5.85
5200 and Over	4.99	5.50	5.75	6.00

## II. Health and Welfare

The health and welfare provisions of the contract at Section 16.1 will provide that the Employer contribution will be increased to \$82.30 per month for full time employees. The trustees will then determine the improved benefits necessary. Effective with the second year of the contract the Employer will contribute that amount necessary to maintain that new level of benefits as determined by the trustees, provided, however, that the contribution cannot be raised more than \$15.00 per month that second year and cannot be increased by more than an additional \$15.00 per month the third year.

The Employer will contribute \$9.00 per month for part time employees (excluding Bagger/Carryout as in old contract). Effective the first of the month following ratification that contribution will be increased to \$13.00 per month; 10/1/77 to \$17.50 per month, 4/1/78 to \$19.50 per month; and 4/1/79 to \$22.00 per month. Trustees to determine level of benefits.

### III. Pension

The pension provisions of the current contract will be amended by increasing the pension contribution from 15¢ per hour to 21¢ per hour effective 3/1/77 on February hours; to 26¢ per hour effective 3/1/78 on February hours; and 31¢ per hour effective 3/1/79 on February hours. Mandatory retirement at age 65 will be effective 4/1/79.

IV. Regular full time employees shall be given one additional floating holiday during the contract year, after one (1) year of seniority with the Company. Regular full time employees after one (1) year of seniority will be given another new floating holiday from and after 3/1/78. The particular day off shall be by mutual agreement between the Company and the employee.

Holiday pay for part time employees (Section 4.2(b) ) will be amended to include the first portion of the old contract language defining part time employees and covering part timers after ninety days of employment but the holiday pay will be changed to provide that each part time employee (except Saturday only part timers and except Bagger/Carryout) will receive four (4) hours' pay for each of the six holidays of Christmas Day, New Year's Day, Memorial Day, Fourth of July, Labor Day and Thanksgiving Day. Part time employees will not receive compensation for any other holidays.

### V. Full Time - Part Time Ratios

A. Each Company will improve its percentage of full time employees to total employees by at least one percent (1%) during the first year of the new contract and by at least an additional one percent (1%) during the second year of the contract over and above the percentage which existed in each Company in February of 1977.

Provided, however, that no Company will be required to maintain a percentage ratio greater than twenty-five percent (25%) of full time employees to total employees but will maintain the twenty-five percent (25%) ratio once reached.

For purposes of this paragraph, total employees is defined to mean all full time and all part time employees excluding bagger /carryout.

The basic work week for full time employees will be forty (40) hours except for those who work less than forty (40) hours by mutual agreement between the Employer and the employee.



B. At least fifteen percent (15%) of the part time employees in each store, in order of part time seniority will be provided an opportunity to work schedules of at least twenty (20) hours or more per week. This percentage will be increased to sixteen percent (16%) during the first year of the contract, to seventeen percent (17%) during the second year of the contract, and to eighteen percent (18%) during the third year of the contract. These percentages will be achieved within each store as and if the turnover of part time employees allows.

These senior part time employees may choose to be scheduled for less than twenty (20) hours by written request to the Store Manager.

For purposes of this Section, part time employees do not include carryout employees.

C. The contract will be amended to define regular full time employees as those who normally work more than thirty-two (32) hours per week. Part time employees will be defined as those who normally work thirty-two (32) hours per week or less.

D. For layoff and recall purposes, part time employees (excluding bagger/carryout employees) will have Company-wide part time seniority after five (5) years of part time employment. In the event of layoff, part time employees with five (5) or more years of employment will bump the most junior part time employee with the Company.

#### VI. Miscellaneous Items

A. Article 3, Section 3 dealing with super seniority will be amended to provide that employees who are promoted into, or hired into, the department head classification will be given seniority only after they have been in the department head position for eighteen (18) months.

The Article will be further amended to provide that,

During that eighteen (18) months period, or less, that the employee is in the department head classification, the employee will continue with his original full time starting date as a seniority position and will add seniority time in that classification during that period.

In the case of demotion, the employee will be placed in the full time position with his protected seniority date.

The promotions or hiring into the head classification will be within the discretion of the Employer.

B. 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:

*4950*  
In the event the Employer introduces major technological changes which for the purpose of this Article is defined as price marking and electronic scanners which would have a direct material impact affecting bargaining unit work, sixty (60) day advance notice of such change will be given to the Union. Less than sixty (60) days advance notice will be appropriate if the Employer is unable, due to sales or marketing difficulties, to provide such notice but, in such case, the Employer will give as much advance notice as possible.

In addition the Employer agrees:

1. Any retraining necessary will be furnished by the Employer at no expenses to the employees.
2. Where retraining is not applicable, the Employer will make every effort to effect a transfer to another store.
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 Appendix "C".

An employee shall be disqualified for severance pay in the event the employee:

- 461*
1. Refuses retraining;
  2. Refuses a transfer within a geographical grouping,
  3. Voluntarily terminates employment.



C. Part Time Preference to Full Time. Article 3(D) should also be amended to add a new paragraph to Item No. 1 to provide that those part time employees will be given preference for full time employment on the basis that fifty percent (50%) of new full time hires will be from part time applicants and fifty percent (50%) may be from outside.

D. 2.8(G) on rest periods shall be amended to provide that any employee scheduled to work more than three (3) hours shall be entitled to one ten (10) minute rest period. Any employee who is scheduled to work more than six (6) hours shall receive two (2) ten (10) minutes rest periods. *G 21.22 / 20*

E. Section 2.8 shall be amended to provide that the minimum call in time for all employees, including bagger/carryout, shall be three (3) hours of work each time they are scheduled to work and no employee will be scheduled for less than fifteen (15) hours per week except those scheduled for the last working day of the week (Saturday) who will be scheduled for not less than six (6) hours.

*G 14.5 / 04*  
F. Article 7, Section 7.3 on funeral leave will be amended by changing the three (3) days reference in the current language to four (4) days in the case of the death of an employee's spouse.

G. Article 2.9 (D) will be amended by deleting the second sentence of the discrimination clause.

H. Section 2.8(A) on posting of schedules will be amended to provide that the Employer agrees to post by 3:00 p.m. on Thursday a work schedule for all full time employees for the following week. The Employer will continue to post by 3:00 p.m. on Friday the work schedule for part time employees for the following week.

I. In the case of transfers of employees between stores, the Employer will give one week's notice except for emergencies. *H 52 / 1*

J. Arbitration Time Limits. Article 13.1(E) will be amended to add language which would require that a party submit to arbitration by notifying the other in writing within thirty (30) calendar days after exhaustion of the grievance procedure.

K. Separability. Article 15 to be amended to provide a new last sentence and additional language to read as follows:

". . . It is agreed, however, that either party to this Agreement shall have the right to appeal any decision that a provision of this contract violates a Federal law, rule or regulation.

It is also understood that if a provision is deemed in violation by the final Appellate Court, the parties will negotiate with the intention of replacing the void part with a valid provision, but, however, should negotiations fall, the matter will be subject to arbitration according to Section 13.2 of this contract."

L. Effective January 1, 1978, employees with twenty (20) years of continuous service with said Employer will receive five (5) weeks of vacation pay each year as of June 1.

M. If an employee in a "head" position is gone for five (5) days or more (forty hour work week), those employees filling in will receive the applicable "head" rate of pay but only in instances where the described additional duties have been assigned to the employee.

N. Article 3.2(B) will be amended to provide that any full time employee who is hereafter laid off by the Employer may exercise seniority in the part time classification at the appropriate part time rate of pay.

Provided, however, that a letter of understanding will be exchanged between the parties to provide that any present employee in a part time position who is carrying a full time rate of pay because of previous layoff from full time to part time will continue with the full time pay schedule so long as that employee stays in the part time position.

O. The letter of agreement will also provide that the Company will not transfer employees for disciplinary reasons.

VIII. Three year contract - effective 2/20/77 through 2/22/80.



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

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

6759  
slh

August 9, 1977

AUG 24 1977

Secretary-Treasurer  
Retail Clerks International Association  
418 Auditorium Street  
St. Paul, Minnesota 55102

Gentlemen:

We now have on file a copy of your collective bargaining agreement(s): between the St. Paul Food Retailers Association, located in St. Paul, Minnesota and the Retail Clerks International Association, local #789. The agreement we now have on file expires February 1980.

We would appreciate your sending us the following information to complete our files:

number of employees covered 2800.

*prev. 2,400  
rechecked 10/7/77  
slh*

Please return this form with your information in the enclosed envelope which requires no postage.

Thank you for your cooperation.

Sincerely yours,

*Julius Shiskin*

JULIUS SHISKIN  
Commissioner