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# AGREEMENT

Between

**FOOD FAIR STORES, INC.**

and

**RETAIL CLERKS UNION**

**LOCAL 1245**

**AFL-CIO**



**Retail Clerks**

**International Association**

**RETAIL CLERKS UNION**

**LOCAL 1245**

**791 Passaic Avenue**

**Clifton, N. J. 07012**

**Phone 471-2380**

Dear Member:

This is your personal copy of the contract negotiated by your Union and the Company for which you work.

You should read carefully all the sections to acquaint yourself with the conditions as they will exist for the duration of this agreement.

This contract is not written for any individual but is written to do the most good for all concerned — and in this spirit all parties should do their utmost to fulfill the conditions as set forth.

If you have any questions on your contract please feel free to contact your Union office at any time.

Fraternally yours,

**FRANK DeVITO,**

President

# **A G R E E M E N T**

AGREEMENT between FOOD FAIR STORES, INC., a corporation of the Commonwealth of Pennsylvania, hereinafter referred to as Employer, and RETAIL CLERKS UNION LOCAL 1245, of Clifton, New Jersey chartered by Retail Clerks International Association AFL-CIO, hereinafter referred to as Union.

## **SECTION 1**

### **UNION RECOGNITION**

A. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees including all persons performing any porter work, employed in its stores within the jurisdiction of the Local Union, except and excluding supervisors, store managers, and employees working exclusively in the Meat Department of the Employer's retail establishment.

B. The Employer further agrees that if the Employer should establish a new store or stores within the jurisdiction of the Local, that as of the time such store is established, this Agreement shall apply to such new store.

## SECTION 2

### UNION SECURITY

A. All employees shall as a condition of employment, become and remain members of the Union in good standing on and after the thirty-first (31st) day following the date of their first employment, or on and after the thirty-first (31st) day following the effective date of this agreement, whichever is the later.

B. The Employer shall pay said person so employed during the period said person is not a member of the Union, at the regular Union wage provided for in this Agreement for the class of work said person is doing, and shall in all other respects require said person to work under and live up to all provisions as set forth in this Agreement.

C. Upon failure of any employee to become or remain a member of the Union within the period and under the conditions specified in Paragraph A above, the Union shall notify the Employer in writing of such failure and the Employer shall immediately upon receipt of such notice, but not more than seven (7) days thereafter, discharge any such employee in accordance

with the provisions of the Labor Management Relations Act of 1947, as amended.

D. The Employer, having received proper and legal written authorization from the employee so to do, shall deduct from the wages due said employee the amount set forth in said authorization for dues and initiation fees and shall transmit the total of said deduction to the Union by the 1st of the month next succeeding the month in which the deduction was made.

Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of uniform dues and initiation fees, made pursuant to the provisions of this Agreement.

E. The Employer agrees to display in each store the standard Union Store Card as furnished by the Union, and agrees to surrender same upon demand of the Union.

F. Employer agrees to advise the Union of all hirings, discharges, transfers, lay-offs, promotions, demotions, and all increases during the term of this Agreement. If, as a result of a Company request that an em-

ployee transfer from one store to another, and said transfer will not result in a promotion, and the employee's carfare expenses (between home and market) are increased, Employer shall reimburse the employee for the additional cost of transportation not to exceed one (1) trip each way daily

G. Employer agrees to compile and furnish to Union, seniority lists of all regular full-time employees and all regular part-time employees; said lists are to be set up on the basis of the last hiring date.

H. It is further understood that all such employees shall be on probation for the first thirty (30) days of employment and may be discharged by the Employer, giving the Union no cause of dismissal within this period; except that employees hired for new store openings and for remodeled stores shall be on probation for the first sixty (60) days of employment. The sixty (60) day probationary period shall not apply to such new stores or remodeled stores after they are open more than thirty (30) days.

I. Regular part-time employees will be given preference for full-time employment

whenever a full-time vacancy occurs, provided they are available and qualified for such work.

### SECTION 3

#### **DISCHARGE**

A. The Employer shall have the right to discharge any employee for good cause. The Employer shall not discharge or discriminate against any employee because of his membership in the Union or his participation in Union activities. Upon the discharge of any employee, the Employer shall thereafter notify the Union of such discharge as soon as possible.

B. The Employer recognizes the principles of seniority, and shall be governed by said principles in the matters of promotions, demotions, lay-offs, rehires, and transfers, but may take into consideration as to each employee involved, his ability to perform the work.

C. Employees laid off and rehired within six (6) months shall retain their former seniority. Time not worked shall not be considered in determining benefits under other sections of the contract.

D. Union agrees that neither it nor its members will engage in Union activities on Employer's time or in Employer's stores, provided, however, the representative of the Union shall have access to Employer's stores during hours employees covered by this contract are in the store, to satisfy himself that this contract is being observed; such representative shall not interfere with or cause undue interruption of the Employer's business.

E. Any regular full-time employee who shall become pregnant shall voluntarily terminate her employment not later than the beginning of the sixth (6th) month of pregnancy and she shall be given preference for re-employment when a vacancy occurs in a position for which she qualifies provided she shall have been with the employer twelve (12) months or more continuously next preceding the beginning of the pregnancy, and provided further that the request for such employment is made by the employee not later than ninety (90) days after the termination of the pregnancy. Upon request for re-employment, the employee shall furnish a Doctor's certificate showing she is able to perform the normal duties of her job. After such an em-



ployee meets the above conditions she shall be reinstated and her seniority shall be restored giving her credit up to the day on which her leave of absence commenced and excluding only the period of such leave of absence Failure to apply for reinstatement within the ninety (90) days period shall be deemed a waiver of all rights hereunder.

#### SECTION 4

### HOURS AND OVERTIME

A. Between September 4, 1966 through October 9, 1966 the work week and schedule shall continue as described in the next preceding contract.

B. From and after October 10, 1966 the work week for full-time employees shall consist of forty (40) hours to be worked within (5) days. The work schedule shall consist of five (5) eight (8) hours days and one night.

C. All work in excess of eight hours in any one day or forty (40) hours in any one (1) week, but not both; or after 6:00 P. M., with the exception of one (1) night, shall be deemed overtime, and paid for at the overtime rate of time and a half (1<sup>1/2</sup>) the

employee's regular rate of pay. All required overtime shall be worked by the assigned employee provided that such overtime, as it occurs, is equitably rotated among qualified clerks in the store. The regular day's work for all full-time employees shall be worked in consecutive hours, and all employees shall receive one (1) hour off for lunch at approximately the middle of the working day.

D. All full-time employees reporting for work on their scheduled work day shall be guaranteed work with pay for their scheduled hours. In the event an employee is called to work on his predesignated day off, he shall be guaranteed a minimum of four (4) hours pay at the overtime rate.

E. Where part-time employee reports for work at the time set by and pursuant to instruction from Employer, and is not given work, said employee shall be entitled to three (3) hours wages at his normal straight time rate of pay.

F. A part-time employee is defined as one who is regularly scheduled for twenty-nine (29) hours or less a week. Any part-time employee temporarily working more than twenty-nine (29) hours in any week

shall receive for such hours worked the applicable full-time hourly rate of pay.

G. The Employer shall post weekly in each department or store, a working schedule of all employees covered by this Agreement showing their daily hours of work and their predesignated day off. This notice shall be posted by the Saturday preceding each work week. The Employer shall give all employees five (5) days notice of any change in their predesignated day off, except in cases of bona fide emergencies. Employees required to work on their predesignated day off without receiving due notice as above provided shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) their straight time rate of pay for work performed on such day, except in cases of bona fide emergencies.

H. All employees will be given a fifteen (15) minute rest period in the middle of each four (4) hour shift.

### **I. Night Shift**

The Employer may establish a regular night shift which may start no earlier than two (2) hours before store closing and employees assigned to said shift shall receive

a premium of ten (10¢) cents per hour for their shift. No employee presently assigned to a day shift shall be compelled to take an assignment on the night shift.

### **J. Second Shift**

All full-time employees hired or part-time employees promoted to full-time after September 29, 1965 may be scheduled to work five (5) eight (8) hour days per week at straight time on a shift commencing from twelve (12:00) noon to two (2:00) P. M. Full-time employees hired prior to said date may be so scheduled where voluntarily acceptable to each individual.

## SECTION 5 — WAGES

### Across-The-Board Increases and Wage Rates

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A. The following across-the-board increases, or to the applicable rate of pay in accordance with their classification, whichever is higher, shall be granted as follows:

<b>Across-the-Board</b>	<b>Effective September 4, 1966 Per 40 hour week</b>	<b>Effective March 3, 1968 Per 40 hour week</b>
All Full Time	\$5.00	\$4.00
All Full Time	.12 <sup>1</sup> / <sub>2</sub> per hr.	.10 per hr.

The above across-the-boards apply only to employees on the payroll prior to 9/4/66. Those employees hired 9/4/66 or later will fit into the appropriate progression scale.

## WAGE RATES

(September 4, 1966 — March 2, 1968)

The across-the-board increases or the applicable rate of pay as set forth in the Wage Progression Schedule, whichever is higher, shall be granted as follows:

CLASSIFICATION	Hourly Rate 1st 40 Hours	Weekly Rate 1st 40 Hours	Overtime Rate Per Hour	Sunday Rate Per Hour	Holiday Rate Per Hour	
<b>Department Managers</b>						
Grocery	1st 6 mos.	\$2.825	\$113.00	\$4.237	\$5.65	\$7.062
	Thereafter	2.95	118.00	4.425	5.90	7.375
Produce	1st 6 mos.	\$2.825	\$113.00	\$4.237	\$5.65	\$7.062
	Thereafter	2.95	118.00	4.425	5.90	7.375
Dairy	1st 6 mos.	\$2.65	\$106.00	\$3.975	\$5.30	\$6.625
	Thereafter	2.775	111.00	4.162	5.55	6.937
Head Cashier	1st 6 mos.	\$2.45	\$ 98.00	\$3.675	\$4.90	\$6.125
	Thereafter	2.575	103.00	3.862	5.15	6.437

CLASSIFICATION	Hourly Rate 1st 40 Hours	Weekly Rate 1st 40 Hours	Overtime Rate Per Hour	Sunday Rate Per Hour	Holiday Rate Per Hour
<b>Full Time General Clerks</b>					
First 6 months	\$1.625	\$ 65.00	\$2.437	\$3.25	\$4.062
Second 6 months	1.725	69.00	2.587	3.45	4.312
Third 6 months	1.875	75.00	2.812	3.75	4.687
Fourth 6 months	2.00	80.00	3.00	4.00	5.00
Fifth 6 months	2.125	85.00	3.187	4.25	5.312
Sixth 6 months	2.225	89.00	3.337	4.45	5.562
Thereafter	2.375	95.00	3.562	4.75	5.937
<b>Full Time Cashier and Scale Attendants</b>					
First 6 months	\$1.55	\$62.00	\$2.325	\$3.10	\$3.875
Second 6 months	1.65	66.00	2.475	3.30	4.125
Third 6 months	1.775	71.00	2.662	3.55	4.437
Fourth 6 months	1.875	75.00	2.812	3.75	4.687
Fifth 6 months	2.00	80.00	3.00	4.00	5.00
Sixth 6 months	2.125	85.00	3.187	4.25	5.312
Thereafter	2.30	92.00	3.45	4.60	5.75

<b>CLASSIFICATION</b>	<b>Hourly Rate 1st 40 Hours</b>	<b>Weekly Rate 1st 40 Hours</b>	<b>Overtime Rate Per Hour</b>	<b>Sunday Rate Per Hour</b>	<b>Holiday Rate Per Hour</b>
<b>Porters</b>					
First 6 months	\$1.55	\$ 62.00	\$2.325	\$3.10	\$3.875
Second 6 months	1.625	65.00	2.437	3.25	4.062
Third 6 months	1.725	69.00	2.587	3.45	4.312
Fourth 6 months	1.825	73.00	2.737	3.65	4.562
Fifth 6 months	1.925	77.00	2.887	3.85	4.812
Thereafter	2.05	82.00	3.075	4.10	5.125
<b>Part Time Employees</b>					
First 6 months	\$1.40	—	\$2.10	\$2.80	\$3.50
Second 6 months	1.45	—	2.175	2.90	3.625
Third 6 months	1.55	—	2.325	3.10	3.875
Fourth 6 months	1.65	—	2.475	3.30	4.125
Fifth 6 months	1.75	—	2.625	3.50	4.375
Sixth 6 months	1.85	—	2.775	3.70	4.625
Thereafter	1.975	—	2.962	3.95	4.937



**Rates for all Hours Worked on Sundays and Holidays for Regular  
Part Time Employees hired on and after September 28, 1966.**

First 6 months	—	—	—	\$2.10	\$2.10
Second 6 months	—	—	—	2.175	2.175
Third 6 months	—	—	—	2.325	2.325
Fourth 6 months	—	—	—	2.475	2.475
Fifth 6 months	—	—	—	2.625	2.625
Sixth 6 months	—	—	—	2.775	2.775
Thereafter	—	—	—	2.96	2.96

16

<b>CLASSIFICATION</b>	<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Sunday &amp; Holiday Rate Per Hour</b>
Customer Service Attendant			
(Utility Clerk)	9/28/66	\$1.25	\$1.875
	1/29/67	1.40	2.10
	1/28/68	1.60	2.40

## WAGE RATES

March 3, 1968 — September 27, 1969

CLASSIFICATION		Hourly Rate 1st 40 Hours	Weekly Rate 1st 40 Hours	Overtime Rate Per Hour	Sunday Rate Per Hour	Holiday Rate Per Hour
<b>Department Managers</b>						
Grocery	1st 6 mos.	\$2.925	\$117.00	\$4.387	\$5.85	\$7.312
	Thereafter	3.05	122.00	4.575	6.10	7.625
Produce	1st 6 mos.	\$2.925	\$117.00	\$4.387	\$5.85	\$7.312
	Thereafter	3.05	122.00	4.575	6.10	7.625
Dairy	1st 6 mos.	\$2.80	\$112.00	\$4.20	\$5.60	\$7.00
	Thereafter	2.925	117.00	4.387	5.85	7.312
Head Cashier	1st 6 mos.	\$2.55	\$102.00	\$3.825	\$5.10	\$6.375
	Thereafter	2.675	107.00	4.012	5.35	6.687
<b>Full Time General Clerks</b>						
	First 6 months	\$1.725	\$ 69.00	\$2.587	\$3.45	\$4.312
	Second 6 months	1.825	73.00	2.737	3.65	4.562
	Third 6 months	1.975	79.00	2.962	3.95	4.937
	Fourth 6 months	2.10	84.00	3.15	4.20	5.25

CLASSIFICATION	Hourly Rate 1st 40 Hours	Weekly Rate 1st 40 Hours	Overtime Rate Per Hour	Sunday Rate Per Hour	Holiday Rate Per Hour
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**Full Time Gen. Clerks (cont.)**

Fifth 6 months	2.225	89.00	3.337	4.45	5.562
Sixth 6 months	2.325	93.00	3.487	4.65	5.812
Thereafter	2.50	100.00	3.75	5.00	6.25

**Full Time Cashiers and  
Scale Attendants**

81 First 6 months	\$1.65	\$ 66.00	\$2.475	\$3.30	\$4.125
Second 6 months	1.70	68.00	2.55	3.40	4.25
Third 6 months	1.85	74.00	2.775	3.70	4.625
Fourth 6 months	1.95	78.00	2.925	3.90	4.875
Fifth 6 months	2.10	84.00	3.15	4.20	5.25
Sixth 6 months	2.225	89.00	3.337	4.45	5.62
Thereafter	2.40	96.00	3.60	4.80	6.00

**Porters**

First 6 months	\$1.625	\$ 65.00	\$2.437	\$3.25	\$4.062
Second 6 months	1.70	68.00	2.55	3.40	4.25
Third 6 months	1.825	73.00	2.737	3.65	4.562

CLASSIFICATION	Hourly Rate 1st 40 Hours	Weekly Rate 1st 40 Hours	Overtime Rate Per Hour	Sunday Rate Per Hour	Holiday Rate Per Hour
<b>Porters (cont'd)</b>					
Fourth 6 months	1.925	77.00	2.887	3.85	4.812
Fifth 6 months	2.025	81.00	3.037	4.05	5.062
Thereafter	2.15	86.00	3.225	4.30	5.375
<b>Part Time Employees</b>					
First 6 months	\$1.60	—	\$2.40	\$3.20	\$4.00
Second 6 months	1.65	—	2.475	3.30	4.125
Third 6 months	1.70	—	2.55	3.40	4.25
Fourth 6 months	1.75	—	2.625	3.50	4.375
Fifth 6 months	1.85	—	2.775	3.70	4.625
Sixth 6 months	1.975	—	2.96	3.95	4.937
Thereafter	2.075	—	3.112	4.15	5.187
<b>Rates for all Hours Worked on Sundays and Holidays for Regular Part Time Employees hired on and after September 28, 1966.</b>					
First 6 months	—	—	—	\$2.40	\$2.40
Second 6 months	—	—	—	2.475	2.475
Third 6 months	—	—	—	2.55	2.55

**Rate for all Hours Worked on Sundays and Holidays for Regular  
Part Time Employees hired on and after September 28, 1966.**

Fourth 6 months	—	—	—	2.625	2.625
Fifth 6 months	—	—	—	2.775	2.775
Sixth 6 months	—	—	—	2.96	2.96
Thereafter	—	—	—	3.11	3.11

<b>CLASSIFICATION</b>	<b>Effective Date</b>	<b>Hourly Rate</b>	<b>Sunday &amp; Holiday Rate Per Hour</b>
Customer Service Attendant (Utility Clerk)	1/28/68	\$1.60	\$2.40

B. The Employer agrees that all new full-time employees who have had previous chain grocery store experience during five (5) years preceding their hiring date and who claims such experience at the time of filing of their application with the Employer, and such experience shall be verified by their previous Employer, shall be given credit for such experience and their starting rate shall be based on their actual full-time experience according to the schedules of rates.

C. The Employer shall grant previous experience credit toward establishing wage rates only for part-time employees who were previously employed with the Employer and who were subsequently re-hired. It is agreed that there will be a five (5) year limitation on the checking of such records.

D. Part-time employees accepting full-time employment shall receive service credit for determining their applicable rate of pay on the basis of one month full-time credit for each two (2) months of part-time service.

E. Part-time employees shall receive overtime for all hours worked on their sixth day of work in any one week.

## **F. Porters' Duties**

The duties of the porter shall include general portering and cleaning up of the store, carrying out of Customer packages, sorting and handling empty bottles, and icing produce counters. In no instance shall porters be allowed to handle, display, or sell any merchandise sold in the store. Porters shall fall under the general category of "Clerk" wherein the word "Clerk" is used throughout the contract except to rates of pay.

### **SECTION 6**

#### **VACATIONS**

A. All employees who have been actively in the employ of the Employer twelve (12) consecutive months, shall receive annual vacations on the following basis:

1. All employees who have completed one (1) year of service, shall receive one (1) week of vacation with full pay.

2. All employees who have completed two (2) years of service, shall receive two (2) weeks vacation with full pay.

3. All employees who have completed eight (8) years of service, shall receive three (3) weeks vacation with full pay.

4. All employees who have completed eighteen (18) years of service shall receive four (4) weeks vacation with full pay.

B. Part-time employees' vacation shall be pro rated on average weekly hours for the year.

C. Vacation periods shall be fixed by the Employer to suit the requirements of his business. But as far as possible and practicable, vacations will be given between May 1st and September 30th of each year. Vacation periods, with the exception of the third week and fourth week, shall be given in consecutive weeks. The third and fourth weeks of vacation will be granted at a time mutually convenient to the employee and the Employer. Where possible, the third week will be granted consecutively with the first two weeks.

D. Any regular or part-time employee who has been employed for twelve (12) consecutive months or longer shall, upon termination of his employment, be entitled to receive vacation pay for all full years of employment served for which no vacation has been given except in the case of discharge for proven dishonesty.



E. All time up to a maximum of two (2) months lost from employment because of a granted leave of absence from work or temporary lay-off shall be considered as time worked for the purpose of determining the length of employment in relation to vacation privileges. Should an employee with more than one (1) year of service be granted a leave of absence which exceeds two (2) months, then such employee's vacation privileges shall be that fractional part which the time worked on the job bears to twelve (12) months.

F. If one of the holidays hereinafter mentioned occurs during an employee's vacation, the Employer shall, at its option either give said employee an additional day's vacation or an extra day's pay.

G. Any employee who works during the ensuing year on a permanent and definite overtime schedule (i.e., every week) basis, shall receive, during his vacation period the wage regularly received by him during said year.

H. Where an employee relieves a higher classified employee for three (3) or more days, said employee shall receive the rate of the higher classification during said period of time.

## SECTION 7

### HOLIDAYS AND SUNDAYS

A. The Employer agrees that the following days shall be considered holidays and granted without reduction of pay. When a holiday falls on a Sunday, the following Monday shall be observed:

- New Year's Day
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Presidential Election Day
- \*Personal Holiday

**\*For regular full-time employees with one year or more of continuous full-time service.**

Work can be performed on any of the hereinabove mentioned holidays; however, work as such shall be compensated for at the rate of straight time plus time and one-half except that part-time employees hired after September 28, 1966 shall be paid for all hours worked on the holiday at the hourly rates set forth in Section 5 above, headed "Sunday and Holiday rates for Part-Time."

B. Where the Employer closes his store to the public on any other holiday voluntarily, the Employer agrees that no employee coming under the jurisdiction of this contract shall suffer a reduction of pay on account of such closing.

C. It is further agreed that the work week during which a holiday is given, in accordance with this Agreement, shall be considered as follows:

For full-time employees, it shall be a four (4) day week consisting of thirty-two (32) hours for which the employee shall be paid forty (40) hours pay. All time worked over thirty-two (32) hours during said holiday week, shall be compensated for at the overtime rate of time and one-half.

D. All part-time employees shall be entitled to holiday pay as set forth in this Section when said holidays fall on their scheduled work day, based on the number of hours regularly worked by such employee on that day on which the holiday falls.

E. Part-time employees having more than one year's continuous service shall receive a minimum of four (4) hours holiday pay whether or not they were scheduled to work on the holiday.

F. No employee shall receive pay for any holidays not worked unless such employee has reported for work on his or her regular work day next preceding and next following said holiday. Employees shall be deemed to have reported for work if absence on said day before and said day after said holiday is due to express permission from or action of the Employer, and also in case of certified illness.

G. All work performed on Sunday shall be compensated for at double the employee's regular straight time rate of pay except that part-time employees hired after September 28, 1966 shall be paid for all hours worked on Sunday at the hourly rate set forth in Section 5 above, headed "Sunday and Holiday rates for Part-Time."

H. Employees who are registered voters, who so request and who give the Store Manager at least twenty-four (24) hours notice, shall be granted two (2) hours to vote on all State or National Election Days (excepting Presidential Election Day when PARAGRAPH A, SECTION 7) shall apply.

## SECTION 8

### UNIFORMS

Employer agrees to furnish and have laundered all coats and aprons required by Employer to be worn in the stores. Union agrees that its members shall look presentable to the public and, to their best ability, work for the interests of the Employer by attempting to increase sales at all times.

## SECTION 9

### ADJUSTMENT AND ARBITRATION

A. Should a controversy, dispute, or disagreement arise during the period of this Agreement concerning the interpretation of the provisions of this Agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the Agreement, there shall be no cessation or stoppage of work or lockout because of such controversy, dispute or disagreement, but the difference shall be adjusted in the following manner.

B. Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall within three (3) days, attempt to reach a settlement of the controversy.

C. If the matter is not amicably settled under (b) above, within five (5) days after attempt to reach a settlement, the matter shall be submitted to a Board of Adjustment appointed as follows:

1. One (1) member shall be appointed by the Employer involved, and one (1) member shall be appointed by the Union. They shall within three (3) days thereafter, mutually select a neutral Chairman who shall be disinterested and not a member of the Union, nor engaged in the same line of business as the Employer, and these three (3) shall constitute a Board of Arbitration and shall render a decision within five (5) days or such further time as the Board of Arbitration may mutually agree upon, and said decision shall be final, binding and conclusive upon all parties concerned.

2. In the event the Board of Arbitration is unable to agree on a mutual Chairman within the time limits herein prescribed, a request shall be made of the American Arbitration Association, for a list of fifteen (15) arbitrators and the parties shall select therefrom one arbitrator as follows:

Each of the parties shall strike one name from the list until a last name remains, each

of the parties drawing lots to determine who shall be entitled to the first strike.

3. The Arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local or of the International or which may in any way effect a change in, modify or amend any of the provisions of this Agreement or to make decisions or provisions covering wages or working conditions to be incorporated either in a new agreement or any subsequent annual agreement except as hereinafter provided.

D. The provisions of no strike or lockout shall not be binding on either party, if the other fails to abide by the decision of the Board of Adjustment or of the arbitrator. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

E. In case of a discharge or lay-off of any employee (who has been employed for more than thirty (30) days) in which the employee is found by the Board of Arbitration to have been unjustly removed from his or her position, he or she will be restored to his or her former position or its equivalent with full pay for time lost if the arbitrator so decides.

F. Except in cases of proven mistakes in application of wage rates specified in this contract, all matters in dispute or disagreement shall be brought to the attention of the Company and the Union within thirty (30) days of the date of their occurrence, and excepting further that any complaints in reference to dismissal must be filed in writing to the Employer within ten (10) days from the date the Union receives notice of dismissal from the Employer. Complaints not filed within the limits herein specified shall have no right of appeal by any party involved.

G. During the consideration of such differences or misunderstanding neither party shall change the conditions existing at the time the controversy arose nor shall either party use any coercive or retaliatory measures to compel the other party to accede to its demands.

## SECTION 10

### GENERAL CONDITIONS

A. No member of the Union shall suffer a reduction in wages or an increase in hours or reduced vacation time or split-shift by any provisions of this contract.



B. Where employees are required to have health certificates, whether by law or Company request, the Company will pay all costs connected therewith.

C. Employees who sustain an occupational injury requiring treatment by a doctor, shall suffer no loss in pay for the day that the injury occurs if the doctor orders the employee not to return to work that day.

## SECTION 11

### **SEPARABILITY CLAUSE**

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

## SECTION 12

### HEALTH AND WELFARE

A. Between September 4, 1966 through December 31, 1966 or such other date as may be mutually agreed to by the parties the Employer will maintain the following Welfare Plan for the benefit of covered employees as hereinafter defined or as required by law.

#### 1. Life Insurance

Covered employees shall receive on the first of the month following completion of:

Six (6) months service . . . . . \$1,000

Twelve (12) months service . . . . . 1,500

2. Disability benefits for injury or illness not covered by Workmen's Compensation with a maximum of \$50.00 per week for twenty-six (26) weeks during any period of twelve (12) calendar months, based on a maximum of  $66\frac{2}{3}\%$  of a covered employee's base weekly pay; such benefits to be payable after the first seven (7) consecutive days, in case of illness, and commencing with the first day in case of accident. Employees will not be eligible for benefits in the following circumstances:

- (a) During the first seven consecutive days of illness.
- (b) For any period when he is not under a physician's care.
- (c) For disability arising from pregnancy or complication thereof.
- (d) For disability due to self-inflicted injury or injury received during the commission of a crime.
- (e) For disability during which work is done for profit.
- (f) In a weekly amount which, together with any additional amounts paid by an Employer would exceed regular weekly wages.
- (g) For any period during which he would be disqualified for Unemployment Compensation because of a labor dispute (unless disability occurred before dispute).

3. Blue Cross (Hospital Benefits) and Blue Shield (Medical-Surgical Benefits) for the benefit of each covered employee and their dependents, according to the 120-day Master Plan of Blue Cross and Blue Shield (as per exhibit from Blue Cross and Blue Shield) or its equivalent.

The Company shall match such increased benefits as Blue Cross and Blue Shield shall make effective in their standard policy during the life of this Agreement. Payments for Hospital, Surgical and Medical Benefits will be made only to the hospitals and doctors who provide the service herein contemplated.

4. Benefits under the Welfare Plans shall cease on the termination of employment with Employer.

5. All costs in connection with Welfare Plan shall be paid by Employer. Each covered employee to be given policy coverage.

6. An employee shall be considered a "Covered Employee" on the first of the month following the completion of six (6) months of continuous regular full-time service.

7. Dependent shall mean spouse and any unmarried children living at home between the ages of 14 days and the 19th birthday.

8. Effective January 1, 1967 or such other date as may be mutually agreed to by the parties the "Local 1245 Retail Clerks Health

and Welfare Fund" shall assume the Employer's obligation of providing Life Insurance and Hospital-Surgical and Medical benefits generally described in paragraphs 1 and 3 above.

9. Effective January 1, 1967, or such other date as may be mutually agreed to by the parties, through February 29, 1968, the Employer shall be obligated to provide only the benefits under the conditions described in paragraph 2, subparagraphs (a) through (g) above.

10. Effective March 1, 1968 and for the remainder of the term of this Agreement, paragraph 2 above, shall be amended to provide that the Employer's obligation is to provide benefits in cases of illness after the first "three (3)" instead of after the first "seven (7)" consecutive days only for those illnesses commencing on and after March 1, 1968.

11. Effective January 1, 1967 or such other date as may be mutually agreed to by the parties, and for the remaining term of this Agreement, the Employer will contribute ten (10) cents per hour on behalf of each regular full-time employee who is then covered by the plan hereinabove de-

scribed for each hour worked up to a maximum of forty (40) hours, not excluding holidays and vacation periods, into a separate trust fund known as the "Local 1245 Retail Clerks Health and Welfare Fund" for the purpose of providing such benefits commonly known as Health and Welfare benefits for the said employees and their dependents.

12. For those employees who on January 1, 1967 or such later date as has been mutually agreed upon had not completed the required continuous active full-time employment to have become eligible under the Plan, shall have contributions made on their behalf commencing with the first full payroll week following the first of the month after the completion of five (5) months of continuous active full-time employment with the Employer.

13. Effective December 31, 1967 the contribution shall be ten and one-half (10<sup>1/2</sup>) cents per hour.

14. Effective December 29, 1968 the contribution shall be eleven (11) cents per hour.

15. The Health and Welfare Fund and the Plan shall be governed by a Board of Trustees consisting of an equal number of members to be designated by the participating Employers and the Union and shall at all times conform to the requirements of the law and the contributions to which shall be tax deductible under the provisions of the Internal Revenue Service.

16. Effective January 1, 1967 paragraphs 4-5-7 above shall be deleted and only the following substituted:

4. "Disability Benefits under this plan shall cease on the termination of employment with Employer."
5. "All costs in connection with Disability Benefits shall be paid by the Employer."

## SECTION 13

### PENSION

The Employer shall during the term of this Agreement continue to contribute to the Local 1245 Labor Management Pension Fund the same sums under the same conditions as were contributed during the term of the next preceding labor agreement.

## SECTION 14

### STEWARDS

A. It is understood that the stewards of the Union shall at all times be full-time employees and shall be the last to be laid off in any case. Union shall furnish to Employer a complete list of stewards which shall be submitted from time to time as may be necessary. Employer shall give the Union two weeks prior notice of its intention to transfer a steward from one store to another.

B. It is understood that Union will use its best efforts to secure as stewards, a high caliber of employee who shall be required to conform to the standards and qualifications set by the Union.

## SECTION 15

### JURY DUTY

A. Full-time employees actually serving on juries shall receive the difference between their straight time weekly basic pay and the amount received while on jury duty. They will be expected to work their regular schedule at times when the jury is not in session.



## SECTION 16

### **FUNERAL LEAVE**

In the case of a death in the immediate family (namely the death of a parent, spouse, child, brother, sister, or parent-in-law) of a full-time employee, requiring the employee's absence from his regularly scheduled assignments, the employee shall be granted a leave of absence up to three (3) days to attend the funeral. When an employee's normal time off falls within the three (3) day period, he shall be reimbursed for that portion of the time normally scheduled for work, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary. Employees who request it may be granted one additional week's leave without pay.

## SECTION 17

### **MILITARY SERVICE**

Any employee returning from the military service shall be put back on the regular job he had when leaving for military service, or its equivalent, subject to the provisions of the Universal Military Training and Service Act. Because "on-the-job"

experience and application are the predominating factors in upgrading within a rate range, military service itself shall not qualify an employee for automatic promotion within such a rate range but same shall be based on payroll service only.

## SECTION 18

### **DURATION OF AGREEMENT**

This Agreement shall be effective from and after September 4, 1966 and shall remain in force through September 27, 1969, and from year to year thereafter, with the right of either party to give written notice not less than sixty (60) days prior to September 27, 1969 or the 27th day of September of any subsequent year thereafter, of its desire either to change or to terminate this Agreement. In the event either party serves any such notice, it is agreed that the Employer and the Union shall immediately begin negotiations of the proposed changes and that, pending the result of such renegotiation, neither party shall change the conditions existing at the time under the contract.

FOR THE COMPANY:  
FOOD FAIR STORES, INC.

Leo Finkelstein  
John Borland, Jr.

George C. Slider, Sr.  
J. Arvid Jonsson  
Arthur L. Adams

FOR THE UNION:

RETAIL CLERKS UNION,  
LOCAL 1245, RCIA, AFL-CIO

Frank DeVito, President  
Russell Glassford, Secretary-Treasurer  
Frank De Lorenzo, First Vice-President

**Negotiating Committee**

Lenore McGee  
Anthony Del Zoppo  
Francis L. Di Canto  
Bob Cafaro  
Ruth Jenkins  
Michael Cousins

# I N D E X

	Page
Agreement .....	2
Adjustment and Arbitration .....	28
Discharge .....	6
Duration of Agreement .....	41
Funeral Leave .....	40
General Conditions .....	31
Hirings, Discharges, Transfers, Layoffs ..	4
Hours and Overtime .....	8
Holidays and Sundays .....	25
Health and Welfare Benefits .....	33
Jury Duty .....	39
Military Service .....	40
Pension .....	38
Previous Experience .....	21
Porters Duties .....	22
Separability Clause .....	32
Stewards .....	39
Uniforms .....	28
Union Recognition .....	2
Union Security .....	3
Union Store Card .....	4
Vacations .....	22
Voting Time Off .....	27
Wages .....	12-20
Work Week .....	8

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