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4-15-1965

Northern Minnesota and Northern Wisconsin Food Merchants and Retail Clerks Local 1116

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Northern Minnesota and Northern Wisconsin Food Merchants and Retail Clerks Local 1116

Location

Northern MN; Northern WI

Effective Date

4-15-1965

Expiration Date

4-15-1968

Number of Workers

1000

Employer

Northern Minnesota and Northern Wisconsin Food Merchants (99 employers)

Union

Retail Clerks Union

Union Local

1116

NAICS

44

Sector

P

Item ID

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A G R E E M E N T

between

NORTHERN MINNESOTA AND NORTHERN WISCONSIN
FOOD MERCHANTS

and

GROCERY SECTION

of

RETAIL CLERKS LOCAL 1116 A. F. L. - C. I. O.

April 15, 1965 - April 15, 1968

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AGREEMENT

THIS AGREEMENT is entered into and is effective on this 15th day of April, 1965, between _____, hereinafter referred to as the Employer, and the Retail Clerks Union Local No. 1116, chartered by the Retail Clerks International Association and hereinafter referred to as the Union.

UNION MANAGEMENT RELATIONSHIP

The Employer and the Union in recognition of the need of continuous service through cooperation, mutually agree to cooperate fully for harmonious relationship, efficient store discipline, and maximum service.

The Employer recognizes the established rights, responsibilities and values of the Union and has no objection to its employees becoming members of the Union, responsible in conjunction with the Employer and for making and keeping this Agreement.

This Agreement shall be binding on the parties signatory hereto, their successors and assigns.

In consideration of the mutual promises herein contained and for the purpose of creating a working agreement by and between the Employer and its employees and the Union, the parties hereto mutually covenant and agree to and with each other as follows:

ARTICLE I

Recognition of the Union

A. The Employer recognizes said Union as the sole representative of the employees in the classifications set forth in Article XXI of this Agreement for the purpose of collective bargaining with respect to the hours of labor, rates of pay, and working conditions hereinafter specified.

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

ARTICLE II

Hours of Labor

A. All work performed in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be compensated for at one and one-half (1½) times the regular hourly rate. In weeks wherein a holiday is celebrated, the work week shall be thirty-two (32) hours -- four (4) days of eight (8) hours each. Regular straight time hours shall be from 8:00 a.m. to 6:00 p.m. each day the store is open for business.

Any work performed after 6:00 p.m. or before 8:00 a.m. Monday through Saturday if the store is open for business, shall be compensated for at one and one-half (1½) times the regular straight time rate of pay. Employees shall not be required to work such hours.

Duluth only: Regular experienced clerks shall be given first opportunity to work these hours.

B. All time worked shall be consecutive, except one (1) hour shall be allowed for lunch each day if the employee works more than four (4) hours. No employees shall be scheduled to work in excess of five (5) hours without a meal period. Regular employees working a full day shall not be scheduled to start work later than 12:00 noon. Call-in, four (4) hours full time. Part time employees shall receive three (3) hours call-in pay if the store is open for business, and two (2) hours call-in pay if the store is not open for business. No pyramiding or duplicating of daily, weekly, and/or before 3:00 a.m. or after 6:00 p.m. overtime or premium pay.

C. It is expressly understood and agreed that the Employer shall establish a regular starting time for each employee. A record of such starting time shall be furnished to Local Union No. 1116 upon request. It is further agreed that each Employer shall keep a record of time showing the hours per day and the days per week worked, and the wages paid each employee. The payroll record for an individual employee shall be available to that employee or a representative of Local No. 1116.

Work schedules for all regular employees, whether part time or full time, shall be posted for the following week during the preceding week. Where the Employer knows in advance that the scheduled hours will not be available, the store manager will make an attempt to notify the employee. Employees will make an effort to notify the Employer when they will not be available for work.

D. It is agreed that no employee shall work after 2:00 p.m., December 24th, Christmas Eve. No deduction shall be made for time not worked after 2:00 p.m., December 24th, Christmas Eve.

E. Each employee who works four (4) hours shall receive a fifteen (15) minute rest period. Regular employees shall receive a fifteen (15) minute rest period before lunch and a fifteen (15) minute rest period after lunch.

F. Employees shall be paid in full for all time spent in the service of the Employer. All employees currently being paid on a weekly basis shall continue to be paid on a weekly basis.

ARTICLE III Miscellaneous Provisions

A. The Employer agrees to deduct all union dues and initiation fees from the first pay check of each month when authorized by the employees through their Union representative and remit the same to the Union at that time. (This does not apply to Red Owl or National Tea.)

B. The Employer shall not require employees to perform work coming under the jurisdiction of the Meat Cutters Union.

C. The temperature of the store shall be maintained at a level to insure the comfort of the employees and the efficient and proper operation of the business, emergencies and acts of God excepted.

D. The Employer agrees to advise all non-Union help, both part time and full time, to report to the Union office within the thirty-one (31) day grace period in order to establish a record of starting and for membership data such as name, address, date of birth, etc.

E. A duly authorized representative of the Union shall be admitted to the Employer's premises, during the hours grocery department employees are working, for the purpose of ascertaining whether or not this Agreement is being observed and for collection of dues. Such activities shall be conducted in such a manner as not to interfere with the orderly operation of the Employer's business.

F. The Employer shall have the right to adjust wages of his employees without Union interference provided such adjustments are made over the contract wage rate range, and provided further that such adjustments are made within the contract period.

G. Tools shall be furnished by the Employer and sharpening of tools shall be on the Employer's time.

H. All employees shall present themselves on time, ready for work, clean and neat in appearance, and shall not at any time conduct themselves in a way that will reflect unfavorably upon the shop, the Employer or the Union.

I. No employee shall be required to make any written or verbal agreement that will conflict with this Agreement.

J. Any employee, at the date of entering into this Agreement, receiving a higher rate of pay or enjoying better working conditions than those herein specified, shall suffer no loss as a result of this Agreement.

K. Duluth Only: Any department or space leased out shall be covered by this contract in every manner.

ARTICLE IV Laundry

A. If required to be worn, smocks, aprons, jackets and caps shall be furnished and laundered by the Employer.

ARTICLE V No Strike or Lockout

A. Employers agree that they will not engage in any lockout of employees and the Union agrees that they will not engage in any strikes during the life of this Agreement. Participation in any strike, slowdown, or sitdown or stoppage of work brought about either by action of the Union in violation of this Agreement, or by action of an individual or individual groups without Union authority shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein.

B. Except as provided above, nothing herein shall affect the right of the Union to call, assist or support a strike officially authorized by the Union, nor shall it be deemed a violation of this Agreement for an employee to refuse to cross an established picket line. If a picket line is established, the Employer reserves the right to close its place of business and the same shall not be considered a breach of this Agreement.

ARTICLE VI Vacations

A. Full time employees who have been employed by the Employer for a period of one (1) year or more shall receive one (1) week's vacation with pay. Full time employees who have been employed by the Employer for two (2) years or more shall receive two (2) weeks' vacation with pay. Full time employees with ten (10) years of service with the Employer shall receive three (3) weeks' vacation with pay. Vacation shall be taken between the months of May 1st and October 1st of each year unless otherwise agreed between the Employer and the employee involved. Full time employees who have worked 1,730 hours or more in their anniversary year shall be entitled to a full vacation period. If an employee works less than 1,730 hours in the anniversary year, he shall receive 1/10 of his full vacation for each 173 hours worked.

B. Full time employees with six (6) months or more of continuous service with

an employer who quits, is laid off or dismissed, except dismissed for cause, shall be entitled to pro-rated vacation. Such pro-rated vacation to be based on the length of time an employee served from the date of employment during the first year and thereafter the length of time an employee served since his last anniversary date of employment, pro-rated monthly:

1st year ----- 1/10 for each 173 hours worked
2nd year ----- 2/10 for each 173 hours worked
10th year ----- 3/10 for each 173 hours worked

C. Part time employees working twenty-four (24) hours or more each week, shall, after one (1) year of service, be entitled to one (1) week's vacation of twenty-four (24) hours or more according to the average number of hours worked for each week during the year.

D. An employee who at the date selected for his vacation has less than one (1) year, but six (6) months or more of continuous service with the same employer, shall be entitled to a part of one (1) week's vacation pay equivalent to the part of the preceding twelve (12) months that such employee has been employed.

E. Full time employees taking their vacation in holiday weeks shall be given one (1) extra day of eight (8) hours' vacation or pay in lieu thereof.

F. Vacation pay for full time employees shall be forty (40) hours at the employee's straight time rate for each week of vacation to which the employee is entitled.

G. Vacation shall, as far as possible, be granted for the period preferred by the employee, but should the vacation time requested by the employee interfere with the operation of the business, the Employer and employee will mutually arrange a vacation time as near as possible to the time desired by the employee that will not interfere with the operation of the business. As between employees requesting the same vacation period, the request of the senior employee shall prevail. Each employee will be notified of his or her vacation period as far in advance as practicable. The Company reserves the right to make changes in vacation periods when considered advisable for efficient operation. Vacations for each year must be taken during the year or be forfeited. Vacation pay will be paid at the beginning of the vacation period, if requested.

H. After sixty (60) days' absence, a vacation shall be pro-rated according to the time worked during the vacation calculation period (from anniversary to anniversary), provided the employee has worked six (6) months or more since his last anniversary date and has a minimum of one (1) year's seniority.

ARTICLE VII Holidays

A. Employees shall not work on Sundays nor the following days: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Good Friday from 12:00 noon to 3:00 p.m. In addition to these holidays, one additional day off with pay shall be granted to individual employees by mutual agreement between the Employer and the employee so that employees on an individual basis will have a three-day weekend counting their regular day off.

B. Full time employees shall receive eight (8) hours straight time pay for any of the above mentioned days, if the employees have worked during the holiday week and the day before or after the holiday.

C. Regularly scheduled part time employees normally working twenty-four (24) hours per week and working in any holiday week, who have worked ninety (90) calendar days for the Employer and who have worked their last scheduled work day before and their first scheduled work day after a holiday, except for bona fide illness, shall be entitled to holiday pay when the holiday falls on their regularly

scheduled work day for the number of hours they were scheduled to work on that day, not to exceed eight (8) hours of straight time pay. No employee shall be re-scheduled during the holiday week to avoid payment of holiday pay. The exception with respect to illness shall also apply to regular full time employees.

D. In the event Memorial Day, Fourth of July, Christmas Day or New Year's Day fall on Sunday, the following Monday shall be observed as a holiday for purposes of this Article.

E. When a holiday occurs within a work week, the regular hours for that week shall be thirty-two (32). All time worked in excess of thirty-two (30) hours in a week in which a holiday occurs shall be paid for at one and one-half (1½) times the employee's regular rate of pay. During the week in which Christmas Eve occurs, the basic work week shall be twenty-nine (29) hours. However, when Christmas falls on Sunday, the preceding basic work week will be thirty-seven (37) hours, and the following basic work week will be thirty-two (32) hours.

ARTICLE VIII Seniority

A. Seniority shall prevail in regard to laying off and rehiring, provided the employee is qualified to do the work available.

B. Seniority listings of all employees employed by the Company in each individual town shall be posted in a conspicuous place in each store and kept current.

C. Where a full time employee can be hired in the place of two (2) part time employees, this shall be done.

D. An employee shall cease to have seniority if the employee:

- (a) quits
- (b) is discharged for cause
- (c) fails to return to employment after layoff and reasonable notice of recall
- (d) is absent for any reason except Military Service for a period of one (1) year or more.

E. New employees, or employees whose seniority has been terminated in accordance with this Agreement, shall obtain seniority after thirty (30) days from the date of employment, at which time their seniority shall take effect and date back to their last date of hire. Male and female employees shall be set up on separate seniority lists and male employees shall hold seniority only in accordance with the male seniority list and female employees shall hold seniority in accordance with the female seniority list. No employees shall lose seniority because of sickness, accident or for any reason beyond the control of the employee. (Seniority shall apply separately to the stores located in each of the individual towns covered by this Agreement.) Part time employees who become available for permanent full time employment will be given consideration in filling permanent positions. Part time employees will not accrue seniority over a full time employee but will have seniority as far as other part time employees are concerned for the purpose of layoff and rehire only in each individual store. Seniority will not apply to the scheduling of hours of work of part time employees, except as provided in Article XVIII. No part time employee shall have his hours cut in an effort to discriminate against said part time employee.

ARTICLE IX Employment Termination

A. The Employer shall be entitled to one (1) week's notice of employee's intention to quit. Any new employee shall be subject to discharge at the option of the

Employer during the first thirty (30) days of employment after last date of hire. No employee shall be suspended, demoted or dismissed without sufficient cause. If after proper investigation it is found that an employee has been disciplined unjustly, he or she shall be reinstated with full rights and compensated in full for time lost, if so ordered by the board of arbitration. Provided, however, that no claim for compensation for time lost shall be paid unless the claim is presented to the Employer in writing within ten (10) calendar days after the suspension, demotion or dismissal in question. In case of a dismissal, the employee affected may request and shall receive from the Employer, in writing, the reason for said dismissal.

B. Reasons for discharge shall include but not be limited to:

1. Dishonesty
2. Incompetence
3. Racial intolerance
4. Failure to obey reasonable instructions not in conflict herewith
5. Reporting to work intoxicated
6. Failure to notify employers or managers to be excused from work.

ARTICLE X Agreement Violations

A. All claims for back pay or loss of wages arising under this Agreement on account of any violations of the terms hereof must be made in writing within thirty (30) days from the pay day following the accrual of the claim, and if not made within such period a claim shall be barred. The Employer shall not be required to pay back pay on grievances for more than a 60-day period prior to the filing of the grievance.

ARTICLE XI Union Market Cards

A. The Union shop card is the property of the Local Union No. 1116 at all times and is loaned to the Employer while this contract is in effect.

ARTICLE XII Competent Help

A. The Union at all times shall endeavor to furnish reliable competent help at the Employer's request and shall do everything possible to further good will and interest of the Employers.

ARTICLE XIII Arbitration

A. Should a difference arise between the Employer and the Union or employees as to the meaning and application of the provisions of this Agreement or as to the compliance of either party with any of its obligations under this Agreement, or should there be any complaint or grievance by an employee, the Union or the Employer, an earnest effort shall be made to settle such difference immediately under the following procedure by negotiations:

1. Between the employee affected and his department head, or between the employee affected, a committeeman, and the department head.
2. By the committee and a representative of the Union and an executive of the Employer, at which time either party may call in an outside representative.
3. Any dispute, difference, or grievance relative to the interpretation

of or adherence to the terms of this Agreement which has not been concluded through the above procedure within three (3) days after reduction in writing in the manner hereinabove provided, the matter may be referred by either party within three (3) days to a board of arbitration, composed of three (3) members, one designated by the Employer, one designated by the Union, and the third to be mutually agreed upon by the representatives of the parties. Should the representatives of the Union and the Employer fail to agree upon a third party within three (3) additional days, the third person shall be appointed by the Minnesota Conciliation Service.

B. The entire matter in controversy as aforesaid shall be referred to this arbitration board for disposition and whatever disposition is made shall be binding upon the Union, employee and Employer. However, such Board shall not have the power to add to or modify any of the terms or conditions of this Agreement.

C. The decision of the majority of the board of arbitration shall constitute the decision of the board of arbitration and be final. Should any expense be involved for the service of the above mentioned third member of the board of arbitration, such expense shall be borne equally by the Employer and the Union.

ARTICLE XIV Health and Welfare

A. (Effective June 1, 1965) The employees covered by this Agreement are eligible for certain benefits for Health and Welfare. In order to further promote better relations between the Employer and employee, the Employer shall pay on behalf and for the benefit of such employee a certain stipulated sum as follows:

1. Twenty-three Dollars (\$23.00) per month for the benefit of every employee working an average of twenty-four (24) hours per week or more who is on the payroll on the first day of any month.
2. In order to administer the Health and Welfare Fund and to effectively carry out that portion of the Agreement, the Retail Welfare Fund has been established. Six (6) trustees are to administer the "Fund". Three (3) from the Union and three (3) from the Employers, whose duty it shall be to carry out the Trust Agreement.

B. In the event of leave of absence or military leave, employees will be fully and solely responsible for the payment of their premiums. Coverage shall not exceed two (2) months.

In the event of injury, illness or sickness, the Employer shall continue coverage for the employee for three (3) months from the date on which he leaves active employment due to injury, illness or sickness.

Employees who are laid off or are off because of illness or injury shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by their employers after the respective dates that contributions by the Employer cease pursuant to the provisions hereof; provided that such coverage may not exceed three (3) months from the date that the Employer's contributions cease. Thereafter, such employees shall have the conversion privileges as provided in the respective policies.

During the times that the employees covered hereunder are on vacation, the Employer shall continue to pay the necessary premiums to secure coverage for the employees.

ARTICLE XV Shelf Stocking

A. DULUTH AND SILVER BAY:

Except as hereinafter provided, outside salesmen shall not mark merchandise in

the store nor place merchandise on shelves nor build displays. The stocking of shelves, building of displays and marking of merchandise shall be reserved exclusively for employees of the store. The salesmen may examine merchandise to determine whether or not it is properly marked or is being properly rotated. Driver-salesmen may stock the following items on their initial regular trips into the store on any day. No call back shall be made for stocking merchandise. Merchandise on the drug rack (drugs, cosmetics, household wares), fresh milk, cream, cottage cheese, magazines, fresh bread, cakes and rolls may be stocked by suppliers. (See interpretive letter attached.)

B. RANGE, DULUTH AREA, AND SUPERIOR:

1. The following items may be stocked by suppliers: bakery goods, cookies, dairy products (defined as milk, cream, butter, cottage cheese and ice cream), cosmetics, baby foods, spices, household wares and magazines. The stocking of these items will be held to the minimum consistent with good operation. The above limits shall not apply to the setting up of an initial display.

2. It is further agreed that cookie salesmen will not be permitted to stock shelves in a particular store more than once during a calendar week. In addition, in the instance of displays which exceed ten cases of merchandise, one employee within the bargaining unit will assist the displayman.

ARTICLE XVI

Jury Duty, Accident, Leave of Absence, Maternity & Funeral Leave

A. Jury Duty: A full time employee who is called to serve on jury duty shall be paid for actual hours worked for the company. If this pay together with his jury duty pay does not equal his regular weekly pay, the Employer will make up the difference for a maximum period of two (2) weeks, provided the employee works such hours as he is available during the hours when court is not in session. The above shall apply to petit jury duty only. An employee receiving full pay from his Employer while serving on a jury will be required to turn in to his Employer the jury duty pay for the period he served on the jury, not to exceed two (2) weeks.

B. Accident: Employees injured on the job shall not be docked for any part of the day in which the injury occurs, providing a call to the Employer is made from the doctor's office, by doctor's personnel, notifying them of the extent of the injury. If the injury is not serious, the employee must return to work at once upon leaving the doctor's office. In no instance will the Employer be obligated to pay an employee for more than eight (8) hours.

C. Leave of Absence: An employee may be granted a leave of absence not to exceed ninety (90) days upon written permission from the Employer and the Union. Failure to comply with this provision or to return on time shall result in loss of seniority rights.

D. Maternity Leave: A pregnancy leave of absence shall be granted to an employee provided she has at least one (1) year continuous full time service and that the request for leave of absence is supported by a physician's statement certifying that the employee is pregnant and the anticipated birth date. Such leave of absence shall be taken not later than the end of the fifth month of pregnancy and shall expire not later than three months after the date of birth. Failure to notify the Employer by the end of the fifth month of the need for pregnancy leave shall forfeit the right to such leave and when the employee leaves, she shall be considered to have resigned. Recall from pregnancy leave shall be based on the ability of the mother to return to work, provided such period does not exceed the three months referred to above. The Employer may require a physical examination, at his own expense, of a mother who has been on maternity leave, such physical examination to determine whether or not she is physically fit to return to work. In determining the length of service for the purpose of progression in

the wage schedules and vacations, such time while on pregnancy leave shall not be counted. Employees on leave of absence shall not be entitled to holiday pay.

E. Funeral Leave: The Employer agrees to pay full time employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight time not to exceed eight (8) hours per day, provided the employee attends the funeral. "Immediate family" shall mean spouse, parents, child, brother, sister, father-in-law, mother-in-law, and legal guardian.

ARTICLE XVII Duration

This Agreement shall take effect the 15th day of April, 1965, and continue in full force and effect until April 15, 1968, and thereafter from year to year unless written notice of desire to change or modify the Agreement is given by either party to the other party sixty (60) days prior to the annual date of expiration, at which time either party desiring a change shall notify the other party in writing of the specific paragraphs or articles they are desirous of changing so that negotiations may be started as early as possible during the sixty (60) day notice period.

ARTICLE XVIII Exchange of Schedule

In the event two or more part time employees are employed in the same store, a senior part time employee, if qualified and available, may claim the total schedule of hours of a particular less senior part time employee. It is specifically understood that this is an exchange of total hours, not an add-on, and it is further understood that part time employees may not claim partial hours of another part time employee's schedule. Such claim shall be in writing and to be made only when there is an opening or change of schedule of not less than three hours. This provision shall go into effect thirty days after the signing of this Agreement.

ARTICLE XIX Pension

Effective April 15, 1966, the Employers will contribute 5¢ per hour for each hour worked by each full time or part time employee covered by this Agreement, except such payments will not be made on hours worked by carryout boys. For the purpose of this section, "hours worked" shall mean all hours worked not in excess of forty (40) hours in any one week by any full time or part time employee, except carryout boys, and shall include, subject to said forty (40) hour limitation, any holiday or vacation for which any said employee of the Employer is entitled to straight time pay under the terms of this Agreement. The provisions of the pension plan are to be negotiated by the Union and the Employers and the agreed upon terms shall be incorporated into a pension agreement and a pension trust shall be established in accordance with legal requirements. It is understood that the trust and the benefits to be provided from the pension trust fund shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue, and to any other applicable state or federal laws and regulations.

It is understood that in the event the pension plan has not been established and approved in order that all payments made may be deducted as business expense under the Internal Revenue Code as it may be amended on April 15, 1966, then in such event all amounts due and payable under the terms hereof will be paid by the Employer into an escrow account monthly until such time as the pension plan has been approved and at such time the escrow agent will transfer any funds to the trustees.

ARTICLE XX Severance Pay

A. Full time employees whose service with the Employer is terminated shall

receive severance pay based on the following schedule: Those employees who have been with the Employer one (1) year but less than five (5) years -- one (1) week's pay at their regular rate for forty (40) hours. Employees who have been with the Employer at least five (5) years but less than ten (10) years -- two (2) weeks' pay at their regular rate for forty (40) hours. Employees who have been with the Employer ten (10) years or longer -- three (3) weeks' pay at their regular rate for forty (40) hours.

B. Employees who are entitled to one (1) week's pay may receive the one week's pay or one week's notice in lieu thereof.

C. Employees shall not receive severance pay when their services are terminated for dishonesty.

D. Employees who quit shall receive no severance pay.

E. This Article dealing with severance pay shall be ineffective and no longer a part of this Agreement on and after April 15, 1966. x 04/66

ARTICLE XXI Separability

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with any federal or Minnesota or Wisconsin state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

The Employer and the Union agree that they will meet within a 30-day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provision found to be invalid. This places no time limitation on the parties during which they may negotiate.

ARTICLE XXII Rates of Pay

A. An employee shall be classified as an apprentice until he or she shall have received comparable experience in the grocery business to his classification under this contract for a period of twenty-four (24) months total employment. A part time employee shall be classified as an apprentice until he or she shall have received such comparable experience as an apprentice for a total of 600 days, 4,160 hours. Previous comparable experience during the past five (5) years shall be considered for the purposes of rate determinations hereunder. An employee shall be classified as an experienced clerk or cashier from and after the time when he or she shall have completed their period of apprenticeship as required in this paragraph. All employees of the Employer who are not cashiers or managers and who work in any of the departments of the store of the Employer, except the Meat Department, shall be defined as clerks.

B. The Employer agrees to furnish a record of employment to include the date of hire, date of termination, total hours worked and classification, upon request.

C. Produce Head -- \$5.00 per week over regular experienced rate for employees responsible for the produce department who have two (2) years produce experience

D. Night stockers working during hours when the store is closed shall receive a 25¢ per hour premium over and above the regular hourly rate. This shall be in lieu of the time and one-half provision set forth in this contract. Present employees in Superior and Range area shall continue receiving time and a half for all night work and their schedules shall not be changed to eliminate this.

E. Baggers and carryout boys shall receive an additional 10¢ per hour for all work performed after 6 p.m. in lieu of the time and a half provision set forth in this contract. Baggers and carryouts may sweep, clean, pack, bag and carry out, clean sidewalks, work in parking lots, accept bottle returns, and break and burn boxes. If a bagger performs duties other than the foregoing, he shall be paid in accordance with the part time rate for the entire day.

F. All part time employees, including bagger and carryout boys, shall be scheduled to work a minimum of not less than twelve (12) hours per week (in any 7 consecutive days) and shall be paid for a minimum of 12 hours per week if 12 hours of work is not provided in any week in which they are scheduled to work.

G. For the purpose of computing wage rates, a full time male or female employee shall be defined as any employee who works twenty (20) hours or more in any one week.

H. Relief grocery manager or department head relieving on sick relief or vacation for one full week or more shall receive the regular manager's or department head's base rate of pay.

I. Duluth only: Time for part time progression in Duluth to be computed by counting each week in which an employee works. Employees shall be paid in full for all time spent in the service of the Employer.

J. A transfer from department to department or to one store from another by the same Employer covered by this bargaining unit within the same town shall not be made on a discriminatory basis.

K. Where practicable to do so, a full time employee shall be replaced by a full time employee.

L. If an employee is required to work in more than one store during his regular eight-hour shift, he shall be paid his regular straight time rate of pay for time spent in transit, one way.

Dated this _____ day of _____, 1965.

EMPLOYER:

By Area Food Merchants

By _____

By _____

RETAIL CLERKS UNION LOCAL 1116

By _____

By _____

DULUTH AND IMMEDIATE VICINITY

	E F F E C T I V E				
	<u>4/15/65</u>	<u>4/15/66</u>	<u>10/15/66</u>	<u>4/15/67</u>	<u>10/15/67</u>
<u>Full Time Male Employees</u>					
First year	85.00	No	87.00	89.00	91.00
Second year	92.00	Increase	94.00	96.00	98.00
Experienced	110.50		112.50	114.50	116.50
<u>Full Time Female Employees</u>					
First year	81.50	No	82.50	84.00	85.50
Second year	85.50	Increase	86.50	88.00	89.50
Experienced	95.00		96.00	97.50	99.00
<u>Part Time Male Employees</u>					
1st 6 months	1.64 $\frac{1}{2}$ hr.	1.67 hr.		1.72 hr.	
2nd 6 months	1.73 $\frac{1}{2}$	1.76		1.81	
3rd 6 months	1.80 $\frac{1}{2}$	1.83		1.88	
4th 6 months	1.87 $\frac{1}{2}$	1.90		1.95	
Thereafter	2.01 $\frac{1}{2}$	2.04		2.09	
<u>Part Time Female Employees</u>					
1st 6 months	1.64 $\frac{1}{2}$ hr.	1.67 hr.		1.72 hr.	
2nd 6 months	1.71 $\frac{1}{2}$	1.74		1.79	
3rd 6 months	1.76 $\frac{1}{2}$	1.79		1.84	
4th 6 months	1.83 $\frac{1}{2}$	1.86		1.91	
Thereafter	1.95 $\frac{1}{2}$	1.98		2.03	
<u>Carryout Boys</u>					
Regular hours	1.50 hr.	1.55 hr.		1.60 hr.	
After 6 p.m.	1.60	1.65		1.70	

SUPERIOR AREA

EFFECTIVE:
4/15/65 4/15/66 10/15/66 4/15/67 10/15/67

Male

✓ Less than 1 year's actual comparable work experience	82.00	No	84.00	86.00	88.00
After 1 year's actual comparable work experience	89.00	Increase	91.00	93.00	95.00
After 2 years' actual comparable work experience	107.50		109.50	111.50	113.50
Part Time Male Help	1.71½ hr.	1.74 hr.		1.79 hr.	
Carryout Boys - regular hours	1.50	1.55		1.60	
After 6 p.m.	1.60	1.65		1.70	

Female

✓ Less than 1 year's actual comparable work experience	75.50	No	76.50	78.00	79.50
After 1 year's actual comparable work experience	80.00	Increase	81.00	82.50	84.00
After 2 years' actual comparable work experience	91.00		92.00	93.50	95.00
Part Time Female Help	1.61½ hr.	1.64 hr.		1.69 hr.	

CLOQUET, TWO HARBORS, SILVER BAY

Male Employees

✓ 1st year	85.00	No	87.00	89.00	91.00
2nd year	92.00	Increase	94.00	96.00	98.00
Thereafter	109.00		111.00	113.00	115.00

Female Employees

✓ 1st 6 months	78.50	No	79.50	81.00	82.50
2nd 6 months	80.50	Increase	81.50	83.00	84.50
Second year	85.50		86.50	88.00	89.50
Thereafter	93.50		94.50	96.00	97.50

Part Time Help

Male - starting rate	1.69½ hr.	1.72 hr.		1.77 hr.	
after 1 year	1.79½	1.82		1.87	
Female - starting rate	1.59½	1.62		1.67	
after 1 year	1.69½	1.72		1.77	

Carryout Boys

Regular hours	1.50	1.55		1.60	
After 6 p.m.	1.60	1.65		1.70	

RANGE AREA INCLUDING
Grand Rapids, Hibbing, Chisholm, Virginia, Eveleth, Aurora & Hoyt Lakes

EFFECTIVE:

	<u>4/15/65</u>		<u>4/15/66</u>		<u>10/15/66</u>		<u>4/15/67</u>		<u>10/15/67</u>
<u>CLASS A STORE (*over \$750,000)</u>									
<u>Full Time Help (Male)</u>									
1st 6 months	83.50		No		85.50		87.50		89.50
2nd 6 months	86.50		Increase		88.50		90.50		92.50
3rd 6 months	92.50				94.50		96.50		98.50
4th 6 months	97.50				99.50		101.50		103.50
Thereafter	105.00				107.00		109.00		111.00
<u>Full Time Help (Female)</u>									
1st 6 months	71.00		No		72.00		73.50		75.00
2nd 6 months	74.50		Increase		75.50		77.00		78.50
3rd 6 months	79.50				80.50		82.00		83.50
4th 6 months	82.50				83.50		85.00		86.50
Thereafter	88.00				89.00		90.50		92.00
Part Time Help (Male)	1.74½ hr.		1.77 hr.				1.82 hr.		
Part Time Help (Female)	1.64½		1.67				1.72		
Carryout Boys	1.50		1.55				1.60		
After 6 p.m.	1.60		1.65				1.70		
<u>CLASS B STORE (*\$250,000 to \$750,000)</u>									
<u>Full Time Help (Male)</u>									
1st 6 months	83.00		No		85.00		87.00		89.00
2nd 6 months	86.00		Increase		88.00		90.00		92.00
3rd 6 months	92.00				94.00		96.00		98.00
4th 6 months	97.00				99.00		101.00		103.00
Thereafter	104.50				106.50		108.50		110.50
<u>Full Time Help (Female)</u>									
1st 6 months	70.50		No		71.50		73.00		74.50
2nd 6 months	74.00		Increase		75.00		76.50		78.00
3rd 6 months	79.00				80.00		81.50		83.00
4th 6 months	82.00				83.00		84.50		86.00
Thereafter	87.50				88.50		90.00		91.50
Part Time Help (Male)	1.74½ hr.		1.77 hr.				1.82 hr.		
Part Time Help (Female)	1.64½		1.67				1.72		
Carryout Boys	1.50		1.55				1.60		
After 6 p.m.	1.60		1.65				1.70		
<u>CLASS C STORE (*\$0 to \$250,000)</u>									
<u>Full Time Help (Male)</u>									
1st 6 months	82.50		No		84.50		86.50		88.50
2nd 6 months	85.50		Increase		87.50		89.50		91.50
3rd 6 months	91.50				93.50		95.50		97.50
4th 6 months	96.50				98.50		100.50		102.50
Thereafter	104.00				106.00		108.00		110.00
<u>Full Time Help (Female)</u>									
1st 6 months	70.00		No		71.00		72.50		74.00
2nd 6 months	73.50		Increase		74.50		76.00		77.50
3rd 6 months	78.50				79.50		81.00		82.50
4th 6 months	81.50				82.50		84.00		85.50
Thereafter	87.00				88.00		89.50		91.00
Part Time Help (Male)	1.74½ hr.		1.77 hr.				1.82 hr.		
Part Time Help (Female)	1.64½		1.67				1.72		
Carryout Boys	1.50		1.55				1.60		
After 6 p.m.	1.60		1.65				1.70		

*Sales shall be the gross sales and include the meat and grocery departments.

INTERPRETIVE MEMORANDUM RE SHELF STOCKING

1. When salesmen are checking merchandise to determine whether or not it is being properly rotated, or is properly marked, they shall be permitted to remove the merchandise from the shelves, remark, dust and replace it. They shall not be permitted to put any additional merchandise on the shelves or bring new merchandise from the back room.
2. The bakery goods that may be stocked are limited to fresh merchandise and are not intended to include Christmas cakes, canned cakes, cookies, crackers, etc.
3. With reference to the drug rack, if the merchandise is warehoused by the Employer, the stocking shall be done by the employees in the store.
4. Driver-salesmen, with respect to milk products, can stock on a daily basis on the first call but will not stock thereafter during that day. Ice cream driver-salesmen can stock merchandise in display cases at any time.
5. In any case where there is a drop shipment, the stocking of this merchandise would be classed as store employee work. The wagon people are those people who would deliver directly from their wagon and deliver directly to the store. These people would be able to bring in their merchandise. (Wagon drivers would be able to deliver to the display area, pick up return goods, and give credit.)
6. The shelf stocking limitation as set forth above, and as provided in Article XV, Section A, of the contract, shall not be enforced prior to a new store opening, nor during major store remodelings, nor for a period of two weeks following such re-opening or major remodeling. (For example, remodeling of any individual department in the store would not be considered a major remodeling.)