



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

4-15-1963

Food Fair Stores, Inc. and Retail Clerks International Association Local 1625

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

Food Fair Stores, Inc. and Retail Clerks International Association Local 1625

Location

Miami, FL

Effective Date

4-15-1963

Expiration Date

April 1966

Number of Workers

1200

Employer

Food Fair Stores, Inc.; Frederich's Markets

Union

Retail Clerks Union

Union Local

1625

NAICS

44

Sector

P

Item ID

6178-010b039f019_02

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

APR 27 1965

5411

INDEX FOR AGREEMENT

<u>ARTICLE NO.</u>	<u>ARTICLE TITLE</u>	<u>PAGE NO.</u>
1.	INTENT AND PURPOSE	1
2.	COVERAGE	1
3.	UNION SECURITY PROVISION	1
4.	MANAGEMENT	2
5.	NON-DISCRIMINATION	2
6.	GRIEVANCE AND ARBITRATION PROCEDURE	2
7.	DISCHARGE - DEMOTION - PROMOTION	3
8.	STEWARDS	4
9.	ABSENTEEISM, TARDINESS AND COMPANY RULES	4
10.	EFFECT OF INVALIDITY	4-5
11.	VACATIONS	5-6
12.	HOLIDAYS	6
13.	LEAVE FOR PREGNANCY	7
14.	UNION LEAVE OF ABSENCE	8
15.	LEAVE OF ABSENCE	8-9
16.	HOURS	9
17.	PREVIOUS BENEFITS	10
18.	CHECK-OFF	10-11
19.	HEALTH AND WELFARE	11-12
20.	SENIORITY	12
21.	SUNDAY WORK	13
22.	WORK SCHEDULES	13-14
23.	GUARANTEE TIME	14
24.	NO SPLIT SHIFTS	14
25.	REST PERIODS	14
26.	MEAL PERIODS	14
27.	TRANSFERS	14-15
28.	TOOLS	15
29.	UNION STORE CARD	15
30.	VOTING TIME	15

<u>ARTICLE NO.</u>	<u>ARTICLE TITLE</u>	<u>PAGE NO.</u>
31.	BULLETIN BOARDS	15
32.	JURY DUTY	16
33.	FUNERAL LEAVE WITH PAY	16
34.	SEPARATION PAY	16
35.	PREVIOUS EXPERIENCE	16-17
36.	COMPANY MEETINGS	17
37.	STRIKES AND LOCKOUTS	17
38.	FIRST AID KIT	17
39.	RETROACTIVITY	18
40.	MERIT RAISES	18
41.	MILITARY LEAVE	18
42.	WAGES	19 20 21
43.	CASH REGISTER CLAUSE	21
44.	EXPIRATION	21

A G R E E M E N T

This Agreement made and entered into this 25 day of October , 1963, by and between Food Fair Stores, Inc. of Miami and Frederich's Markets, hereinafter referred to as the Employer, and the Retail Clerks Union, Local #1625, chartered by Retail Clerks International Association, AFL-CIO, hereinafter referred to as the Union, and any renewal or extension thereof, shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

ARTICLE 1.

INTENT AND PURPOSE

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial relationship between the Employer and the Union and so set forth herein rates of pay, hours of work, and working conditions to be observed between the parties.

ARTICLE 2.

COVERAGE

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for a unit consisting of all employees in the Employer's present and future retail food stores located in the counties of Dade, Broward, Monroe, St. Lucie and Palm Beach, State of Florida, with respect to rates of pay, wages, hours, and all other conditions of employment EXCEPT employees working in the meat department of the Employer's retail stores, Store Managers, and Assistant Store Managers.

35
51

ARTICLE 3.

UNION SECURITY PROVISION

If, during the life of this Agreement or any renewal or extension thereof, the laws of the State of Florida are changed or amended to make Union-Shop Agreements valid, such an Agreement shall become effective immediately and become a part of this Agreement or any renewal or extension thereof.

ARTICLE 4.

MANAGEMENT

The management of the business and the direction of the employees, including the right to plan, direct, and control store operations, hire, suspend or discharge for just cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to introduce new or improved methods or other facilities and the right to establish and maintain reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer, provided that this right shall not be used for the purpose of discrimination against any employee.

ARTICLE 5.

NON-DISCRIMINATION

The Employer agrees it will not discriminate against any employee because of union membership, or because of any union activity.

ARTICLE 6.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The Employer and the Union shall make a sincere effort to settle promptly any differences, disputes or complaint arising over the interpretation or application of the contents of this Agreement through the following steps:

Step One: By conference between the aggrieved employee, the Steward, and the Store Manager within five (5) days after the happening of the event causing the grievance. If the grievance is not settled within three (3) days, it shall be processed in Step Two.

Step Two: By conference between the Steward and/or business agent with the Store Manager and District Supervisor. If the grievance is not settled within three (3) days, it shall be processed in Step Three.

Step Three: The Union shall immediately submit in writing all pertinent facts pertaining to the grievance to the Personnel Manager, and within three (3) days the conference shall be held between the representatives of the Union and the Personnel Manager and/or a representative of the Employer. If the grievance is not settled within five (5) days, it shall be referred to Arbitration.

Section 2. The Union and the Employer each shall appoint a representative to meet in an effort to settle the grievance. If the representative of the Union and the representative of the Em-

ARTICLE 6. GRIEVANCE AND ARBITRATION PROCEDURE Cont'd

ployer fail to settle satisfactorily the complaint within forty-eight (48) hours, those two persons shall request the Federal Mediation and Conciliation Service to provide a panel of persons from which an Arbitrator shall be selected by alternative striking by the two representatives. This Arbitrator so selected shall constitute the Board of Arbitration, and his decision shall be binding on both parties. The expense incurred in the Arbitration proceedings such as hearing room, stenographer, transcript for each party and the Arbitrator's fees shall be divided equally between the Union and the Employer.

Section 3. No grievance shall be considered unless the procedure outlined above is followed.

Section 4. Upon request, the Store Manager will grant to any accredited union representative the right to communicate with the employees of the store.

Section 5. The Employer shall have the right to call a conference with the steward or representative of the Union for the purpose of discussing grievances, criticisms or other problems.

ARTICLE 7. DISCHARGE - DEMOTION - PROMOTION

Section 1. The power of discharge and discipline for just cause, to promote and demote, lies with the Employer. It is agreed that this power shall be exercised with justice with regard to the right of the employees and that this power will not be used to discriminate against any employee.

Section 2. The power to discharge and discipline for just cause, to promote and demote, shall be subject to the grievance procedure. If such grievance is decided in favor of the employee, he shall be entitled to reinstatement and if the Arbitrator decides that the employee is entitled to pay for lost time, such pay will not exceed the straight time pay for the basic workweek.

Section 3. The Employer will give the Union notice of all discharges and layoffs within one (1) week of the employee's discharge or layoff. Notices shall be mailed to the Union headquarters.

ARTICLE 8.

STEWARDS

Section 1. It is understood that the Stewards of the Union, at all times shall be regular full-time employees, and the Union shall furnish the Employer with a complete list of Stewards, which shall be supplemented from time to time as may be necessary.

Section 2. The Stewards or other individual employees covered hereby shall not be considered agents of the Union for the purpose of calling strikes or causing shutdowns or in any other way interfering with the normal operations of the store.

Section 3. On layoffs and transfers Stewards shall enjoy seniority. The Steward in each store shall be the last employee to be transferred or laid off.

ARTICLE 9. ABSENTEEISM, TARDINESS AND COMPANY RULES

Section 1. The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, and conduct on the job.

Section 2. The Union agrees to cooperate in the correction of inefficiencies of members which might otherwise necessitate discharge.

Section 3. The Union and its members agree to make an earnest effort to recommend new employees to the Employer and to aid in decreasing labor turnover in the stores.

Section 4. The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

ARTICLE 10.

EFFECT OF INVALIDITY

Section 1. The parties hereto agree that should any Article, part or paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective or unenforceable, said Article, part or paragraph shall not effect the validity and enforceability of any other Article, part or paragraph hereof, and the remainder of this Agreement shall continue in full force and effect.

ARTICLE 10. EFFECT OF INVALIDITY Cont'd

Section 2. The parties also agree to renegotiate any Article, part or paragraph of the Agreement that has been declared unlawful, invalid, ineffective or unenforceable as specified above.

ARTICLE 11. VACATIONS

Section 1. A vacation of one (1) week with pay, shall be granted to all regular full time employees with at least one (1) year, but less than two (2) years of continuous service on the job with Employer.

Section 2. A vacation of two (2) weeks with pay, shall be granted to all regular full time employees with two (2) years or more of continuous service on the job with Employer.

Section 3. A vacation of three (3) weeks, with pay, shall be granted to all regular full time employees with ten (10) years or more of continuous service on the job with Employer. Employees shall take two weeks of the three weeks vacation during consecutive weeks. The third week need not be consecutive, but shall be scheduled by mutual agreement with the Employer.

Section 4. Vacation pay is to be based on the regular weekly hours multiplied by the straight time hourly rate for all regular full time employees.

Section 5. An employee shall become eligible for vacation following his anniversary date of employment and may receive his vacation at any time between April 1st and October 31st, but not later than his succeeding anniversary date of employment.

Section 6. In the event the services of an employee are terminated for any reason, voluntary or involuntary, except discharge because of dishonesty, after the vacation has been earned but before it has been received, there shall be paid to such employee salary covering the period of vacation to which he is entitled upon termination of services.

Section 7. Employees are entitled to receive their vacation pay at the beginning of their vacation period.

ARTICLE 11.

VACATIONS Cont'd

Section 8. Employees who, having qualified for a vacation, become disabled prior to having received their vacation, may upon request to the Company receive their vacation pay.

Section 9. Every reasonable effort shall be made to schedule vacation dates in line with the employees desire, but subject to the needs of the business. Employees shall be given the opportunity to choose vacation dates on the basis of their length of service.

Section 10. Employees entitled to vacation will not be allowed to take money instead of vacation.

Section 11. All time worked for Food Fair of Miami, Inc., and Frederich's Markets shall be credited for vacation benefits.

Section 12. If a holiday falls during an employee's vacation period, said employee shall receive one (1) extra day off with pay.

Section 13. An employee working for a competitor (grocery and/or meat) during his vacation period shall be considered to have voluntarily quit his employment with the Company.

Section 14. Regular part-time employees working thirty (30) hours or more per week consistently during the year, shall be considered as regular full-time employees for the purpose of vacations, holidays and welfare programs.

Section 15. In considering continuity of service, absence from work, for full-time employees, for a total of sixty (60) regular scheduled work days due to sickness or excused absence during any one (1) anniversary year shall be considered a break in service, but will affect only the particular vacation year in which the break occurred. In case of injury while in the service of the Employer, an employee may absent himself from work up to one (1) year based on medical proof which will only be construed as a break in service for the particular vacation year or years affected.

ARTICLE 12.

HOLIDAYS

Section 1. The following shall be recognized as holidays: New Year's Day, Labor Day, Christmas Day, Fourth of July, Thanksgiving Day and Memorial Day, or days legally celebrated in lieu thereof.

Section 2. A full-time employee who works his scheduled day before and his scheduled day after one of the holidays listed above shall

ARTICLE 12.

HOLIDAYS Cont'd

receive one-fifth (1/5) of one (1) week's pay at his straight time hourly rate.

Section 3. An absence due to proven illness on the employee's scheduled workday before or after the holiday shall not disqualify the employee for his holiday pay.

Section 4. An employee who works on any of the holidays listed above shall be paid one and one-half (1½) times his regular rate of pay for all hours worked on the holiday and, in addition, he shall receive the holiday pay provided for in paragraph two (2) above if he qualifies for such holiday pay.

Section 5. The workweek during which any of the above specified holidays fall shall be four-fifths (4/5) of the established workweek for all regular full-time employees covered by this Agreement.

Section 6. The holiday period shall be considered as starting at midnight and ending at midnight.

ARTICLE 13.

LEAVE FOR PREGNANCY

Section 1. A full-time female employee shall be considered to be unable to perform her work after the fifth month of pregnancy. If she has at least one (1) year of full-time continuous employment, she will be granted a leave of absence upon her written request accompanied with proper statement from attending physician. She shall return to work not later than the end of the fourth month after the birth and if she does not return to work within the four (4) months after birth, she shall be considered to have voluntarily resigned as of the last day worked.

Section 2. In returning to work she shall be returned to the store from which she left provided her length of service is greater than employees in similar job classifications at work in the store.

Section 3. When returning from the leave, she must give the Personnel Office fifteen (15) days notice of her desire to return to work.

ARTICLE 14.

UNION LEAVE OF ABSENCE

Section 1. Any employee in the bargaining unit who is elected or appointed to a paid office in the Union, shall be granted a leave of absence, and upon the termination of said position in the Union shall be reinstated to his former position, plus such additional benefits that may be applicable in addition to his full seniority rights and privileges.

Section 2. The maximum period of absence permitted will be one (1) year subject to renewal and extension for additional periods of only one (1) year renewal periods may be extended only through the joint and mutual consent of both the Union and the Employer.

Section 3. The Union shall notify the Employer of any change in the employees status with the Union and said employee must request reinstatement to his former position not later than fifteen (15) days after the Employer receives notification from the Union.

Section 4. The Employer agrees to permit no more than four (4) employees leave of absence without pay, in order to attend a Union conference or convention to which said employee may have been elected or appointed, provided there is no more than one (1) employee from any one store. The Union will notify the Employer the names of the delegates in advance in order that their jobs may be adequately covered during such leave of absence.

ARTICLE 15.

LEAVE OF ABSENCE

Section 1. Any full-time employee with more than six (6) months of service desiring a leave of absence from the job because of illness or other legitimate reasons, must secure written permission from the Employer's Personnel Office, with a copy mailed to the Union.

Section 2. The length of absence is to be agreed upon by the Employer and the employee.

Section 3. Failure to return to work in accordance with the prearranged time off shall result in the complete loss of seniority right to the employee so involved.

ARTICLE 15.

LEAVE OF ABSENCE Cont'd

Section 4. Any employee shall be excused for up to five (5) days for an emergency leave of absence from work in the case of serious illness or injury of the employee or sudden death in the employee's immediate family provided that the employee shall make every reasonable effort to notify the Employer within twenty-four (24) hours of the commencement of said leave. It will be the responsibility of the employee to furnish the Employer with adequate proof of the need for the Emergency Leave of Absence on his return to work.

ARTICLE 16.

HOURS

Section 1. The maximum workweek for all employees covered by this Agreement payable at straight time hourly rates shall not exceed:

Clerks: Forty (40) hours beginning on the
1st Sunday following ratification.

Department Managers: (and Head Front End Clerks)

Forty-four (44) hours beginning on the
1st Sunday following ratification.

Section 2. (a) All time worked in excess of nine (9) hours per day shall be paid for at the rate of one and one-half ($1\frac{1}{2}$) times the employees regular hourly rate, effective Monday after ratification.

(b) All time worked in excess of the weekly hours set forth in Section 1 above shall be paid for at the rate of one and one-half ($1\frac{1}{2}$) times the employees regular hourly rate.

Section 3. The five (5) day workweek does not have to be consecutive days.

Section 4. There shall be no pyramiding of overtime.

Section 5. There shall be no tolerance time. Employees will be paid for all time worked.

Section 6. The workweek shall run Monday through Saturday inclusive.

Section 7. Any employee called in on Sundays and holidays shall be guaranteed five (5) hours work or pay in lieu thereof.

ARTICLE 17.

PREVIOUS BENEFITS

No employee shall suffer a reduction in wages in any classification or an increase in hours or reduced vacation time or split shift by any provision of this Agreement or the signing thereof.

ARTICLE 18.

CHECK-OFF

Section 1. The Employer will deduct Union initiation fees and dues on the fourth Saturday of each month from the pay of employees who are members of the Union, and who individually and voluntarily certify in writing an authorization for such deductions in the amount certified by the Local Union to be due and owing. The Employer shall forward same to the Financial Secretary of the Local Union immediately following such deductions. The check-off authorization form to be used by the Union and recognized by the Company:

CHECK-OFF AUTHORIZATION FORM

I, (employee's name) hereby voluntarily authorize (company's name) to deduct my initiation fee, and regular monthly dues as duly established from time to time by the Retail Clerks International Association, AFL-CIO, Local #1625, from my pay check on the fourth Saturday of each month, and deliver such initiation fee and dues to the aforementioned Local Union, This authorization shall continue to be in effect for the term of this contract between the Employer and the Union, or one year, from execution of check-off and shall automatically continue from year to year unless revoked in writing by the undersigned to the Employer, and the Union not more than fifteen (15) days nor less than ten (10) days prior to anniversary date of check-off authorization.

It is understood that the Employer's responsibility for the performance of this service is strictly limited to the delivery of such dues and initiation fees to the Retail Clerks Union, Local

#1625.
Address
City
Telephone

Signed
Date
Store #
Full-Time ()
Part-Time ()

ARTICLE 18.

CHECK-OFF (Cont'd)

Section 2.

AGENCY SHOP CIAUSE

"Employees shall have the right to voluntarily join or refrain from joining the Union. Employees who choose not to join the Union, however, and who are covered by the terms of this contract, shall, be required to pay as a condition of employment, an initial service fee and monthly service fees to the Union for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities as the exclusive bargaining agent of the employees in the appropriate bargaining unit. The aforesaid fees shall be payable on or before the first day of each month, and such sums shall in no case exceed the initiation fees and the membership dues paid by those who voluntarily choose to join the Union. Other than the payment of these service fees, those employees who do not choose to join the Union shall be under no further financial obligations or requirements of any kind to the Union." It shall also be a condition of employment that all employees covered by this Agreement shall on the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is later, pay established initial and monthly service fees as shown above.

ARTICLE 19.

HEALTH AND WELFARE

Section 1. The present Health and Welfare program consisting of Life Insurance, weekly Compensation Insurance and Family Hospital and Surgical Benefits shall be incorporated into this Agreement and shall be continued for the duration thereof; however, the Temporary Disability Benefit (Health and Accident) shall be increased from "up to thirteen weeks" to "up to twenty weeks", effective October 1, 1963. The complete cost of the Health and Welfare Program shall be paid for by the Employer.

Section 2. All employees hired after the contract date and qualifying under ARTICLE 11, Section 14, shall three (3) months after date of employment qualify for the Health and Welfare Program.

ARTICLE 19.

HEALTH AND WELFARE (Cont'd)

Section 3. Employees injured on the job, and due to the injury cannot continue, shall receive full pay for said day. If a case is accepted as a compensation case, then the Employer will pay the weekly amount the employee receives under the Workmen's Compensation Law for the first week.

ARTICLE 20.

SENIORITY

Section 1. Seniority shall be defined as the length of continuous employment with the Employer. Under this definition, the last employee hired shall be the first to be laid off provided the employee has the ability to perform the available work. Recall to work shall be governed by the same principles of seniority.

Section 2. Full-time and part-time seniority shall be maintained separately. Full-time employees going to part-time shall go to the top of the part-time seniority roster. When additional full-time help is needed, such help shall be secured from the top of the part-time seniority list. Part-time help will be given full-time preference when needed on the basis of seniority provided he has the ability to perform the available work.

Section 3. Seniority shall be considered lost:

- (a) If an employee is laid off for a period exceeding six (6) months.
- (b) If he fails to report for work for three (3) consecutive working days without notifying the Employer, unless it was impossible or unreasonable to do so.
- (c) If he is duly discharged by the Employer.
- (d) If he voluntarily quits.
- (e) If he is recalled after layoff and fails to report for work within four (4) working days. Such call back and notification shall be, by certified mail, sent to the employee's last known address on file with the Employer. Copy of recall notice shall be mailed to the Union.

Section 4. New employees shall be employed on a trial basis for thirty (30) days. During the trial period, new employees may be discharged or laid off at the sole discretion of the Employer without recourse to the grievance procedure and without reference to seniority and without obligation to rehire such employee.

ARTICLE 20.

SENIORITY (Cont'd)

Section 5. The Employer shall prepare a seniority list showing names, classifications, rates and employment dates of all employees in the bargaining unit, the list to be made available to the Union at the signing of the Agreement, and the Employer shall furnish to the Union a weekly supplemental list showing all deletions or additions to the seniority list.

ARTICLE 21.

SUNDAY WORK

Section 1. All Sunday work will be paid for at the rate of time and one-half ($1\frac{1}{2}$) the regular rate of pay, and there will be no reduction in the workweek of employees who perform Sunday work.

Section 2. There will be no discrimination against employees who refuse to work on Sundays and such Sunday work will be on a voluntary basis.

Section 3. It will be the policy of the Employer to distribute such Sunday work on an equitable basis to those employees within a store, consistent with the needs of management in the proper operation of the store.

ARTICLE 22.

WORK SCHEDULES

Section 1. The hours of work for each employee shall be scheduled by the Employer.

Section 2. The Employer shall post a work schedule for all employees not later than 4:00 P. M. Friday for the following week.

Section 3. A full-time employee scheduled to work on a particular day shall be guaranteed the scheduled hours for that day, provided he reports to work as scheduled.

Section 4. No employee shall be required to accept time off as compensation for overtime worked.

Section 5. Any employee called into work on his scheduled day off shall be paid at the rate of time and one-half ($1\frac{1}{2}$) except in cases of epidemics or storms. This provision does not apply to part-time employees, however, all other overtime provisions shall apply.

Part-time employees will cooperate with the Company by working unscheduled hours. The Company will not discriminate

ARTICLE 22.

WORK SCHEDULES (Cont'd)

against a part-time employee if he cannot work unscheduled hours for good reason. The Employer may schedule part-time employees six (6) days per week.

ARTICLE 23.

GUARANTEE TIME

Section 1. Any employee except students reporting for work as requested at a time other than scheduled, shall be guaranteed four (4) hours work or four (4) hours pay in lieu thereof.

Section 2. School students, working AFTER school, shall be guaranteed two (2) hours work or two (2) hours pay in lieu thereof.

ARTICLE 24.

NO SPLIT SHIFTS

No employee shall be required to work a split shift schedule.

ARTICLE 25.

REST PERIODS

The Employer agrees to grant all employees a fifteen (15) minute rest period for each four hours worked, not to exceed two (2) rest periods in any one day.

ARTICLE 26.

MEAL PERIODS

Effective Monday after ratification, the Employer may schedule an employee for meal periods without pay up to one (1) hour for lunch and one-half ($\frac{1}{2}$) hour for supper provided the employee is scheduled to work more than eight (8) hours in a day. This provision may apply for no more than two (2) days per week.

On all days where an employee is scheduled to work eight (8) hours or less, the Employer may schedule an employee up to one (1) hour for lunch, or one-half ($\frac{1}{2}$) hour for lunch and one-half ($\frac{1}{2}$) hour for supper per day.

ARTICLE 27.

TRANSFERS

Section 1. In the event of any temporary transfer of any employee from one store to another resulting in additional traveling fare over the regular fare paid by such employee, such employee shall continue to pay the regular fare and the Employer agrees to pay one additional fare up to a maximum of 50¢ per trip or \$1.00 per round trip for any one day. All further additional fares to be paid for by the employee.

6789

ARTICLE 27.

TRANSFERS (Cont'd)

Section 2. No employee shall be required to take a transfer to a store outside the jurisdiction of the district manager's area, except by mutual consent of the employee and the Employer with a copy to the Union.

31
32-33
34-35
40

22/2

ARTICLE 28.

TOOLS

Section 1. All tools and equipment shall be furnished by the Employer.

Section 2. Uniforms shall be handled as provided by the Employer heretofore, except that two (2) "wash and wear" frocks per year will be furnished to the female full-time employees, (in this case, the female employees will launder their own frocks), and a free tie will be furnished each male employee. (If the tie is worn out and turned in to the Employer, it will be replaced. If it is lost, the employee will buy a replacement).

ARTICLE 29.

UNION STORE CARD

Section 1. The Union agrees to furnish to the Employer at least one (1) union store card for each of the Employer's stores covered by this Agreement to be displayed on such public portion of the premises as the Employer may select. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

ARTICLE 30.

VOTING TIME

Section 1. During the General Elections (National and State) employees shall be granted reasonable time off, with pay, to vote, providing time off is necessary. Employee shall show proof of voting registration if required by Employer.

ARTICLE 31.

BULLETIN BOARDS

Section 1. The Employer will provide a bulletin board in each store. The Union may post notices necessary for conducting Union business with prior approval of the Employer.

ARTICLE 32.

JURY DUTY

Section 1. An employee who is called to jury duty shall receive the difference between jury duty pay and his base pay for those days on which he actually serves, providing he returns to his regular job on those days on which he does not serve.

ARTICLE 33.

FUNERAL LEAVE WITH PAY

Section 1. In the case of the death of a parent, child, spouse, brother or sister, mother-in-law or father-in-law of a regular full-time employee requiring the absence of said employee from his regular scheduled assignment for the purpose of preparing for and/or attending the funeral, then such employee shall be granted a leave of absence of up to three (3) days.

Section 2. Where the employee's normal time off (vacation, holidays, designated day off, etc.) falls within the three (3) day period, he will not receive pay for three (3) days, but only for those days which are normally scheduled for work. Under no circumstances, however, shall the application of this clause result in a change in the employee's basic weekly salary.

ARTICLE 34.

SEPARATION PAY

Section 1. Any full-time employee separated from the Company for any reason other than proven dishonesty or quitting shall receive three (3) days notice or three (3) days pay in lieu thereof.

ARTICLE 35.

PREVIOUS EXPERIENCE

Previous full-time employment experience in any like retail chain grocery business or previous Food Fair experience, shall be recognized and the applicant for employment shall be started in the wage bracket for which the applicant's previous experience qualifies him providing no prior service back of five years from the reemployment date shall be considered. In order to receive credit for previous experience the applicant must state his experience at the time of being interviewed for employment and substantiated by the Employer. Falsifying of application shall be grounds for discharge of employee.

~~31/4~~
~~32-33~~
~~02~~
~~34-35~~
~~01~~
43/1
44/3

ARTICLE 35.

PREVIOUS EXPERIENCE (Cont'd)

Previous part-time experience will be given full credit for part-time work, however, previous part-time experience will be given only 50% for full-time work.

ARTICLE 36.

COMPANY MEETINGS

All employees required to attend Company called meetings shall be compensated at their straight time hourly rate. Employees not scheduled to work immediately after the meeting shall get a minimum of one (1) hour of straight time pay.

ARTICLE 37.

STRIKES AND LOCKOUTS

Section 1. It is mutually agreed by the parties to this Agreement that there shall be no authorized strike or stoppage of work by the Union, nor shall there be any lockout by the Employer during the life of this Agreement, and that any difference or misunderstanding which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves, and if any difference or misunderstanding cannot be amicably adjusted by and between the parties themselves then the matter shall be referred to a Board of Arbitration as provided for in ARTICLE 6 hereof.

Section 2. In the event of a threat of, preparation for, or the actuality of any unauthorized work stoppage, walkout or strike, the Union and all of its officials will take every reasonable action to prevent and to stop such proceedings by any of its members.

Section 3. In the event the Union should give official recognition to any picket line affecting the Employer, the Union will notify the Employer at least twenty-four (24) hours in advance of any participation by the Union.

ARTICLE 38.

FIRST AID KIT

Section 1. The Employer shall install and keep supplied a first aid kit in each store, in such a place convenient and accessible to the employees in event of an accident or emergency which requires medical attention.

ARTICLE 39.

RETROACTIVITY

Section 1. Wage increases under this contract shall be retroactive to April 15, 1963.

ARTICLE 40.

MERIT RAISES

No individual wage adjustment shall be made by the Employer except after consultation with, and consent of the Union, except as otherwise provided for in this Agreement.

ARTICLE 41.

MILITARY LEAVE

The law governing leave of absence for military service shall prevail, and failure to abide by such law shall also be considered as a violation of this Agreement.

ARTICLE 42.

WAGES

ALL FULL-TIME EMPLOYEES
ACROSS-THE-BOARD INCREASES

Two Dollars (\$2.00) per week effective April 15, 1963
Two Dollars (\$2.00) " " " April 13, 1964
Two Dollars (\$2.00) " " " April 19, 1965

ALL PART-TIME EMPLOYEES (Not to include Utility Clerks)
(WORKING LESS THAN 30 HOURS PER WEEK)

Five Cents (5¢) per hour effective April 15, 1963
Five Cents (5¢) " " " April 13, 1964
Five Cents (5¢) " " " April 19, 1965

NEW FULL-TIME PERSONNEL WAGE SCHEDULE

DEPARTMENT MANAGERS - Full Time

1st 6 months of employment\$80.00 per week
2nd 6 " " " 85.00 " "
3rd 6 " " " 90.00 " "
4th 6 " " " 93.00 " "
5th 6 " " " 95.00 " "

FRONT END CLERKS - Full-Time

1st 6 months of employment\$70.00 per week
2nd 6 " " " 72.00 " "
3rd 6 " " " 74.00 " "
4th 6 " " " 76.00 " "
5th 6 " " " 78.00 " "

6789

HEAD CASHIERS - Full Time

1st 6 months of employment	.....	\$64.00	per week
2nd 6 " " "	.....	66.00	" "
3rd 6 " " "	.....	68.00	" "
4th 6 " " "	.....	70.00	" "
5th 6 " " "	.....	72.00	" "

GENERAL CLERKS - Full-Time*

1st 6 months of employment	.....	\$55.00	per week
2nd 6 " " "	.....	58.00	" "
3rd 6 " " "	.....	63.00	" "
4th 6 " " "	.....	65.50	" "
5th 6 " " "	.....	68.00	" "

CLERKS - Full-Time

1st 6 months of employment	.....	\$50.00	per week
2nd 6 " " "	.....	52.50	" "
3rd 6 " " "	.....	55.00	" "
4th 6 " " "	.....	57.50	" "
5th 6 " " "	.....	60.00	" "

PORTERS - Full Time

1st 6 months of employment	.....	\$50.00	per week
2nd 6 " " "	.....	51.50	" "
3rd 6 " " "	.....	53.00	" "
4th 6 " " "	.....	55.00	" "

* Full-time Night Grocery General Clerks shall receive \$5.00 per week above their day rate. Full-time Night Grocery Crew Chiefs shall receive \$10.00 per week above their day rate.

FULL-TIME EMPLOYEES ON PAYROLL APRIL 15, 1963

The above across-the-board increases shall apply to employees who are receiving a salary at or above the new progression maximum of their job classification.

Employees below the new maximum of their job classification will slot into the progression at the next higher rate above their salary on April 15, 1963, or receive the across-the-board increase whichever is higher. Wherever the new salary is, he shall remain there for six (6) months, at which time he will move to the next higher progression salary above said new salary, rather than on the basis of full past service.

FULL-TIME EMPLOYEES HIRED AFTER APRIL 15, 1963

These employees will receive the across-the board increases based on the above schedule. The progression increase immediately after the across-the-board increase will be computed by deducting the across-the-board increase from the amount of the progression increase as set out in the appropriate progression schedule.

PART-TIME MALE AND FEMALE EMPLOYEES (Except Utility Clerks)

Part-time male and female employees will be hired and paid on a pro rata hourly basis. In order for part-time employees to receive their automatic increases referred to in the Personnel Wage Schedule, they must work the equivalent number of hours a full-time clerk works in six months*. Furthermore, the rules set forth immediately above which apply to full-time employees are also applicable to part-time employees.

* For Example:-

26 x 40 hours = 1040 hours.

UTILITY CLERKS **

Effective 4/15/63

Part-Time Bag Boys .....	)	*** \$1.10 per hour-1040 hours
Full Time Bag Boys under 20 years	)	1.20 " " 1040 "
old .....	)	1.25 " " 1040 "
Present agreed upon handicapped	)	1.30 " " 1040 "
full-time Bag Boys (Letter of)	
understanding))	

*** Effective 9/3/64, the \$1.10 rate increases to \$1.15 per hr.

Transition of Full-Time Bag Boys 20 Years Old and Over into the Full-Time General Clerk Job

Effective April 15, 1963	\$1.10 per hour
Effective First day of week after ratification:	
1st 2 months	1.20 " "
2nd 2 months	1.25 " "
3rd 2 "	1.30 " "
7th through 12th month:	\$55.00 per week
13th " 18th "	58.00 " "
19th " 24th "	63.00 " "
25th " 30th "	65.50 " "
31st " 36th "	68.00 " "

** (1) Present employees at \$1.00 per hour as of April 15, 1963, will be slotted into the Utility Clerk Job Classification progression or the above transition progression at the \$1.10 per hour rate, and progress into the next higher progression steps on the basis of the times set forth.

(2) Present employees earning over \$1.00 per hour as of April 15, 1963, will be granted a ten (10¢) cent per hour wage increase, or slotted into the next higher progression step of the Utility Clerk Job Classification or the above transition progression, whichever is the higher, and progress into the next higher progression steps on the basis of the times set forth.

(3) Employees will be slotted on the basis of salary rather than on the basis of service.

ARTICLE 42.

WAGES (Cont'd)

(4) Hereafter, Bag Boy Job Classifications will no longer exist. Instead, they will be Utility Clerks, or General Clerks if full-time and 20 years old and over. Hence, former job duty restrictions are no longer applicable to Utility Clerks. Furthermore, the above transition from Full-time Bag Boys 20 years old and over to the General Clerk Job Classification will apply only one time, namely, from the ratification date for a period of six (6) months. Thereafter, Full-time Utility Clerks who reach 20 years of age will automatically move to the \$55.00 per week minimum rate of the General Clerk progression.

ARTICLE 43.

CASH REGISTER CLAUSE

Section 1. Checkers, cashiers, handling cash, must have their own register till; no employee shall be responsible for shortages in a cash drawer unless he or she has been given the privilege of counting his cash and has been given his register readings before and after the cash has been counted. Only one (1) employee shall be empowered to ring up on a cash drawer for which he or she is responsible.

Section 2. In the event that attrition creates a department manager vacancy, the Employer and the Union will jointly discuss and decide whether such vacancy shall continue. The Union agrees to give due and proper consideration to the Employer position in such matter. If the parties are unable to agree, said vacancy must be filled within thirty (30) days from the date the vacancy occurs.

ARTICLE 44.

EXPIRATION

This Agreement shall continue in effect from April 15, 1963 to April 18, 1966, and continue in effect from year to year thereafter unless either party notifies the other party sixty (60) days prior to expiration date, or any anniversary date thereafter, of their desire to terminate or open the Agreement for the purpose of amendments and/or changes.

APR 27 1965 6.

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON, D.C. 20210

January 5, 1965

Food Fair Stores, Inc.
7000 N. W. - 32nd Street
Miami, Florida

Gentlemen:

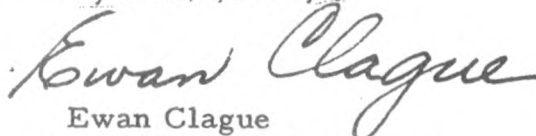
The Bureau of Labor Statistics maintains a file of selected union agreements for government and public use. These agreements are also regularly used in the preparation of studies of contract provisions. We will appreciate receiving a copy of your current agreement(s), identified below, together with any related supplements or wage schedules.

Copy of current union agreement with the Retail Clerks International Association #1625, covering Food Fair Stores, Inc. and Frederich's Markets.

For statistical purposes, we also need the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return the form.

The file is available for your use, as provided by Section 211 of the Labor Management Relations Act of 1947, except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, check the appropriate box below.

Very truly yours,



Ewan Clague

Commissioner of Labor Statistics

If more than one agreement is negotiated, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1200
2. Name and location of establishment covered by agreement (if different from mailing address shown above) _____

3. Product, service, or type of business Supermarket

Notify me when new BLS collective bargaining agreement studies are issued

Mr. Richard D. Stickney
(Your name)
7000 N. W. 32nd Avenue
(Street)

Director, Industrial Relations
(Position)
Miami, Florida
(City and State)