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10-20-1966

## Retail Baking Industry in the Chicago Area and Retail Food and Drug Clerks Union, Locals 1550,1540,1504

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## Retail Baking Industry in the Chicago Area and Retail Food and Drug Clerks Union, Locals 1550,1540,1504

### Location

Chicago, IL

### Effective Date

10-20-1966

### Expiration Date

10-12-1969

### Employer

No employer specified

### Union

Retail Food and Drug Clerks Union; Retail Clerks Union

### Union Local

1550, 1540, 1504

### NAICS

44

### Sector

P

### Item ID

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### Comments

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# BAKERY CLERKS' CONTRACT

OCT. 20, 1966 THROUGH OCT. 12, 1969

between

RETAIL FOOD and DRUG CLERKS UNION,  
LOCAL 1550, AFL-CIO, CHICAGO

RETAIL CLERKS UNION, LOCAL 1540, AFL-CIO  
NORTH and WEST SUBURBS of CHICAGO

RETAIL CLERKS UNION, LOCAL 1504, AFL-CIO  
SOUTH SUBURBS of CHICAGO

and

THE RETAIL BAKING INDUSTRY  
IN THE CHICAGO AREA.

## AGREEMENT

### PREAMBLE . . .

This Agreement mutually entered into this . . . day of . . . , by and between the RETAIL CLERKS UNION LOCAL . . . , chartered by the Retail Clerks International Association, AFL-CIO, as party of the first part, and hereinafter referred to as the Union, and the . . .

AS THE party of the second part, hereinafter referred to as the Company or the Employer.

Provisions of this Agreement shall apply to all departments leased or sub-leased to others.

In cases of dissolution of a partnership, the remaining partner shall be expressly obligated to carry out the terms of this Agreement, regardless of whether or not he was signatory to the original Agreement. This Agreement shall be binding upon the successors and assigns of the parties hereto. In the event of bonafide sale or transfer of any store covered by the Agreement during the term thereof, the Company shall give advance notice to the new owner or such transferee, of the obligation of this Agreement and shall, as a condition of such sale or transfer, require the new owner to become a party hereto. The former owners shall be responsible for any and all monetary benefits that employees have accumulated under this Agreement to the date of sale or transfer. Seniority of employees shall not be broken by such sale or transfer.

### ARTICLE I—RECOGNITION

(a) It is the intent and purpose of the parties hereto that this Agreement will promote and improve relations between the Company and its employees.

(b) The Company recognizes the Union as the sole collective bargaining agency for all employees who in a service or self-service store sell, display, wrap or stock on shelves retail merchandise and cashiers and cookie and donut machine operators, but excluding one (1) store manager per store. A member of the bakery owner's family working in the store, and not covered by this Agreement, shall be considered the store manager.

(c) Where the Company establishes or leases a department or departments in other retail operations and more than one employee is employed in such department,

then the Company may designate one such employee as "manager" and such employee shall be excluded from the collective bargaining unit set forth in Section (b) hereof. Where only one employee is employed in such department, then such employee shall be included in said collective bargaining unit, and classified as "Head Clerk".

The Company shall determine the qualifications and the adequacy of performance of said "Head Clerk".

Sections (a) and (f) of Article IV hereof shall not apply to said "Head Clerk".

This Section (c) shall not apply to said "Head Clerk" employed in such departments as of October 16, 1963, but shall apply to said "Head Clerks" hired into such departments thereafter.

Said "Head Clerks" shall receive as a minimum the rate set forth under the classification in the contract entitled "Head Clerk".

### ARTICLE II—UNION OFFICER

(a) The Company agrees that there shall be no discrimination against any employee because of Union affiliation. The Union agrees that neither it nor its members will engage in Union activities on the Company's time or in the Company's store, provided, however, that representatives of the Union shall, after notification to the Company have free approach to the employees in the store, but the Union agrees that this right of approach shall be used judiciously and in the execution of official business.

(b) It is agreed that an employee of the Company upon being elected to office in the Union where his entire time is required shall be considered on leave-of-absence for a period of two (2) years and upon termination of such service in the Union shall be reinstated in a similar position without loss of seniority.

### ARTICLE III—HOLIDAYS

(a) Regular full time employees shall receive six (6) paid holidays as follows: New Year's Day, Memorial Day, Independence Day, Labor day, Thanksgiving Day and Christmas Day, or any day celebrated in lieu of any such holiday. During the weeks in which any such holiday occurs, regular full time employees shall receive time and one-half their regular rate of pay after thirty-two (32) hours actually worked.

(b) Regular part-time employees working 26 hours or more per week shall receive

paid holidays to be paid on the basis of the schedule of hours which they would have worked during the day of the holiday had the said holiday been a regular working day. Such hours shall also be counted as hours worked in any computation of overtime.

(c) Effective October 17, 1966, part-time employees working 10 hours or more, but less than 26 hours per week, after accumulating 1040 hours of work, shall receive paid holidays to be paid on the basis of the schedule of hours which they would have worked during the day of the holiday, had the said holiday been a regular working day for said employee.

(d) Such compensation for holidays not worked shall only be paid if the employee works the scheduled work days preceding and following the holiday. In the event such employee is laid off or proven ill on either the day preceding or following such holiday, he shall nevertheless receive the holiday pay. The employee must provide proof of illness satisfactory to the Company.

(e) No employee shall be required to work on any such holiday, but time and one-half shall be paid for all work performed on any such holiday, or day celebrated in lieu thereof.

### ARTICLE IV—HOURS OF WORK

(a) The basic work week for full time employees shall be forty (40) hours per week to be worked in five (5) days. Any employee working in excess thereof shall be compensated at the rate of time and one-half the regular rate of pay.

(b) No employee shall be required to work split shifts within any one (1) day.

(c) All employees shall receive a lunch period each day, which lunch period shall not exceed one (1) hour nor shall be less than one-half (1/2) hour, and shall be taken approximately in the middle of the work day.

(d) All regular full time employees shall receive two (2) rest periods, daily of ten (10) minutes each. The first shall occur in the morning, and the second in the afternoon without loss of pay. Regular part time employees scheduled to work four (4) hours in any one day shall receive a ten (10) minute rest period.

(e) Any employee who is required to work on Sundays will be compensated at the rate of time and one-half the regular rate of pay.

(f) Any employee required to work on a schedule calling for work after 8:00 P.M. will be compensated an additional ten cents (10¢) per hour, for work performed after 8:00 P.M.

(g) Regular employees regularly working twenty-six (26) hours or more per week, and required to report to work on a normally unscheduled day shall be given a minimum of three (3) hours' work. In the event the employee is not available for the full three (3) hours, such employee shall be paid only for the actual hours worked.

(h) Part-time employees working less than 26 hours per week who are scheduled to report for work and do report at the time scheduled shall receive a minimum of 2 hours' work or 2 hours' pay in lieu thereof, provided they are available for two (2) hours' work.

(i) The Company will not reduce the hours of work of employees for the purpose of recouping part of the cost of increasing wages in this Agreement; provided that this shall not preclude the Company from reducing hours on a store seniority basis or laying off employees when in the opinion of the Company business conditions warrant or in the event of a change in operation. In the application of the foregoing, seniority shall be applied separately among regular employees and part-time employees working less than 26 hours per week, depending on the group in which the hours are to be cut.

(j) The parties hereto recognize that full-time work is essential to the economic welfare of employees whose principal income is derived from employment of the Employer. Therefore, part-time employees shall not be hired to replace full-time employees. Moreover, the Company will insofar as business conditions permit schedule hours of work on a basis of store seniority, provided the employee is capable of performing the work, so as to create and maintain the greatest number of full-time jobs that is possible. Senior employees within the store and capable of performing the work may claim more hours before new employees are hired unless the company needs an additional employee or employees during such hours.

**ARTICLE V—WAGE SCHEDULES**

(a) A regular clerk is defined for purposes of this Agreement as one who is regularly employed twenty-six (26) hours or more per week and shall be paid for the number of hours worked according to the following schedule:

	Effective Oct. 17, 1966	Effective Oct. 16, 1967	Effective Oct. 14, 1968
Starting	\$1.69	\$1.74	\$1.81
After 6 months	1.79	1.84	1.91
After 12 months	1.85	1.90	1.97
After 18 months	1.97	2.02	2.09
After 24 months	2.08	2.13	2.20

Proven comparable experience on the part of a newly hired employee showing on application for employment a record of service in the industry under the terms of this Agreement and a member of the Union for six (6) months or more shall qualify said new employee for the hourly rate of pay in the above wage schedule according to her previous experience after a thirty (30) day probationary period. The experienced rate shall apply to the first work week after the thirty (30) day probationary period.

(b) A part-time employee is defined for purposes of this Agreement as one who is scheduled to work less than twenty-six (26) hours per week and shall be paid according to the following schedule:

	Effective Oct. 17, 1966	Effective Oct. 16, 1967	Effective Oct. 14, 1968
Starting	\$1.50	\$1.55	\$1.62
After 6 months	1.61	1.66	1.73
After 12 months	1.68	1.73	1.80

Part Time Additional Progressions: Hours of part-time employees shall be accumulated. After accumulating 2080 hours of part time employment wage rate shall be

	Effective Oct. 17, 1966	Effective Oct. 16, 1967	Effective Oct. 14, 1968
	\$1.85	\$1.90	\$1.97

After accumulating 4160 hours of part time employment, wage rate shall be:

	Effective Oct. 17, 1966	Effective Oct. 16, 1967	Effective Oct. 14, 1968
	\$2.08	\$2.13	\$2.20

Part-time school girls shall be eligible for the above accumulated rates only after completion of schooling.

(c) Where the Company has appointed and given the employee the title of Head Clerk, that person shall be paid not less than:

	Effective Oct. 17, 1966	Effective Oct. 16, 1967	Effective Oct. 14, 1968
	\$2.16	\$2.21	\$2.28

An employee shall not be considered a Head Clerk unless so designated and given such title by a Company Supervisor or the Bakery owner.

(d) Employees presently receiving or who may hereafter receive in excess of the above pay schedule shall not have their pay decreased because of the provisions of this Agreement.

(e) The Company will, without cost to the employee, furnish such uniforms as the Company shall require employees to wear during said employee's hours of work, and pay to each part time employee the sum of thirty-five cents (35¢) per week and to each full time employee the sum of sixty-five cents (65¢) per week as compensation for maintaining the cleanliness of said uniforms. The Company may impose a reasonable deposit by the employee as security for said uniforms, which deposit is not to be in excess of seventy-five per cent (75%) of the cost of said uniform.

If any employees furnish their own uniforms the Company will compensate them an additional twenty-five cents (25¢) per week if they are part time employees, and forty-five cents (45¢) per week if they are full time employees.

**ARTICLE VI—SENIORITY**

(a) It is recognized that employment and hours of work will vary from store to store and from time to time, even in the same store. In the event a reduction in force is necessary, to the extent practicable in terms of operations, schedule, service and efficiency full time and regular employees regularly working 26 hours or more will be retained and part time employees shall be laid off on the basis of Company seniority, ability of those remaining being sufficient,

the last employee hired shall be the first employee laid off.

(b) In the event a further reduction is necessary, regular employees regularly employed twenty-six (26) hours or more shall be laid off on the basis of Company seniority, ability of those remaining being sufficient, the last employee hired shall be the first laid off.

In rehiring, the last employee laid off, ability being sufficient shall be the first rehired.

In the event of transfer from one store to another, an employee shall retain the seniority previously accumulated.

(c) An employee employed in a store in which a job becomes available offering a greater number of hours, shall have the right to claim such job based on seniority, provided such employee has the qualifications and ability to perform the duties of the job claimed.

(d) No employee shall acquire any seniority rights until he has been employed by the Company for at least thirty (30) days, and the Company shall pay said person so employed during the period said person is not a member of the Union at the regular Union wages provided for in this Agreement and shall in all other respects require said person to work under and live up to all Union rules and regulations.

**ARTICLE VII—VACATIONS**

(a) All full time employees who have been in the employ of the Company one (1) year shall receive one (1) week's vacation with full pay. All full time employees who have been in the employ of the Company two (2) years shall receive two (2) weeks' vacation with full pay.

All full time employees who have been in the employ of the Company ten (10) years shall receive three (3) weeks' vacation with full pay.

(b) Regular part time employees working 26 hours or more per week shall receive paid vacations of one (1) week on the basis of their average weekly earnings if they have been on the payroll for a full period of one (1) year or more and have received pay checks for work actually performed during thirty-five (35) weeks of such year, provided, however, that to qualify for such vacations said employees shall have worked an average of twenty-five (25) hours per week during the thirty-five (35) weeks for which the qualifying pay checks have been received. Excuses for absences which might reduce the weeks worked below the qualifying level of the thirty-five (35) weeks shall be accepted for part time employees on the same basis that excuses are accepted from full time employees.

Regular part time clerks who have been on the payroll for two (2) years shall receive two (2) weeks' vacation on the basis of their average earnings if they fulfill the qualifications as outlined above.

(c) Effective October 17, 1966, after accumulating 2080 hours of work, part time employees working less than 26 hours per week, shall receive paid vacations of one week on the basis of their average WEEKLY EARNINGS if they have received pay checks for work actually performed during thirty-five (35) weeks of the previous calendar year; provided, however, that to qualify for said vacations said employees shall have worked at least an average of 10 hours per week during the 35 weeks for which the qualifying pay checks have been received.

(d) If a holiday occurs during an employee's vacation, he or she shall be paid an additional scheduled day's pay in addition to the vacation pay, or an additional day off in lieu thereof.

(e) So far as practicable in terms of orderly and efficient operations, vacation dates shall be granted on the basis of seniority, senior employees having first preference.

#### ARTICLE VIII—HEALTH AND WELFARE

Effective January 1, 1968, the Company agrees to pay by the tenth day of each month into a health and welfare fund, the terms and conditions of which are to be agreed upon between the Employer and the Union, the sum of ten Dollars and Ten Cents (\$10.10) for each of its regular employees working twenty-six (26) hours or more per week. The rules and regulations concerning eligibility of employees on whose behalf the Company pays said monthly sum are to be agreed upon between the Employer and the Union.

Effective January 1, 1968, the Company's group insurance program, if any, covering said employees will be discontinued.

#### ARTICLE IX—GENERAL CONDITIONS

(a) The Company agrees to cover all employees under the Unemployment Compensation Act.

(b) The Company shall be required to give a regular employee who has had one (1) year's service one (1) week's notice in writing before layoff or one (1) week's pay in lieu thereof.

(c) The Company agrees that bakery clerks shall be required to maintain and keep clean the store and display and selling equipment, but shall not be required to wash baking equipment or mop floors or wash outside windows.

(d) If, after reporting at the regular store, an employee is required to report to a different store, the Company shall pay the additional transportation fees necessitated thereby.

Should a regular employee, regularly working 26 hours or more, be temporarily transferred from his or her regularly assigned store to another store, and such transfer requires additional transportation expense, other than normal city public transportation, the employee will be reimbursed by the Company for such additional transportation expense; provided that this reimbursement shall cease should the transfer become permanent.

(e) A pregnancy leave of absence shall be granted to an employee provided she has averaged twenty-six (26) hours or more per week for at least one (1) year 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 shall be taken not later than the end of the sixth month of pregnancy and shall expire no later than three (3) months after the anticipated date of birth. Failure to notify the Company by the end of the sixth month of the need for a pregnancy leave shall forfeit the right for such leave and when the employee leaves, she shall be considered to have resigned. In determining 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.

(f) The Company agrees to maintain adequate sanitary and toilet conditions so as

to safeguard the health and welfare of the employees.

(g) The Company shall be required to post a copy of the complete Agreement and notices from the Union covering Union affairs on the premises of each store operated by the Company.

(h) No present employee will have any present benefits in existence in the Company reduced by reason of the terms of this Agreement.

(i) The Company agrees to pay full time employees, after one (1) year of employment, 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 pay, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parents, child, brother, sister or any relative residing with the employee or with whom the employee is residing. Employees must show evidence of having actually attended the funeral services, if required.

(j) To the extent practicable in terms of operations, schedule, service and efficiency, the Company will not employ or schedule two (2) or more part time employees in place of one (1) or more full time employees.

#### ARTICLE X—UNION SECURITY

All employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date 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 effective date shall, on or after the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

For the purpose of this Article, the execution date of this Agreement shall be considered the effective date.

#### ARTICLE XI—GRIEVANCE AND ARBITRATION

(a) The Union agrees that it will promptly bring to the attention of the Company, any violation of this Agreement by the Company of which the Union has knowledge. The Union shall not be precluded from submitting a claim of contract violation to the grievance and/or arbitration provisions of this Agreement, unless it can be clearly shown that the Union, or an authorized representative thereof, had knowledge of the alleged violation more than thirty (30) days prior to the time the Company was notified of the alleged violation.

(b) A grievance is defined to be any disagreement between the Company and the Union as to the interpretation or application of any provision of this Agreement. The Union reserves the right to present grievances through its authorized representatives on either an individual or collective basis.

When a grievance is not settled to the mutual satisfaction of the parties to this Agreement within five (5) working days after its initial presentation to the Company, the Union shall have the right to thereafter refer the matter to the Board of Adjustment herein provided for.

Upon such referral, a Board of Adjustment shall be named consisting of three (3) members. One member shall be designated by the Company, one by the Union and these two members shall meet promptly for the selection of the third member of the Board. In the event that the selection of the third member is not agreed upon within five (5) days after the first meeting of the members representing the Company and the Union, the matter of the selection of the third member may be referred to either the Federal Mediation & Conciliation Service, American Arbitration Association, or other competent body, and a panel of at least five (5) qualified arbitrators obtained therefrom. The third member of the Adjustment Board shall then be selected by the members representing the Company and the Union each alternately striking a name from said panel until one remains as the selected member.

Within five (5) days after it has been constituted, the Board shall meet and hear testimony from both parties to the dispute and shall render a decision in an expeditious manner. Such decision of the Board of Adjustment shall be in writing and shall be final and binding upon both parties to this Agreement. Authorized expenses of the Arbitrator selected as the third member shall be paid jointly in equal ratio by the Company and the Union.

Through mutual agreement of the parties hereto, the time limits provided for herein may be extended to such reasonable periods as may be so determined.

(c) It is agreed between the parties hereto that there shall be no strikes, cessation of work, picketing, boycott or lockouts pending the final decision of any dispute submitted to arbitration in accordance with provision of this Agreement.

(d) If a dispute arises concerning the wages or hours of an employee of the Company, the individual payroll or time records relating to the employee involved, shall be made available to an authorized union representative for an examination and verification.

#### ARTICLE XII—UNION STORE CARD AND BUTTON

(a) The Union Store Card must be displayed in all places where members of the Union are employed exclusively. The Store Card shall be furnished by the Union and shall not be removed in case of dispute unless the dispute is taken up with proper officials of the Company first.

(b) The Union shall use its best efforts as a Labor Organization to enhance the interests of the Company as an Employer of Union Labor

(c) Members of the Union may wear their Union Buttons when on duty.

#### ARTICLE XIII—DISCHARGE

The Company retains the right to terminate employment for good and sufficient cause which shall include dishonesty, incompetency, drunkenness and incivility.

#### ARTICLE XIV—CONFORMITY TO LAW

Any provision of this Agreement which may be adjudged by a court of last resort to be in conflict with any federal or state law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that in the event of a conflict between any provision of this Agreement and such federal or state law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that sub-

stitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

**ARTICLE XV—EXPIRATION DATE**

This Agreement shall be in effect until midnight October 12, 1969, at which time it shall automatically renew itself from year to year, provided, however, that either party may give to the other party not less than sixty (60) days' notice in writing prior to the expiration date hereof or of any renewal, of its intention to change or terminate said Agreement.

**FOR THE COMPANY:**

By.....  
.....

**FOR RETAIL CLERKS INTERNATIONAL ASSOCIATION**

LOCAL....., AFL-CIO

By.....  
.....