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2-25-1968

## Washington, D. C. Food Employers' Labor Relations Association and Retail Store Employees Union, Retail Clerks International Association, AFL-CIO, Local 400 (1968)

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**Washington, D. C. Food Employers' Labor Relations Association and Retail Store Employees Union, Retail Clerks International Association, AFL-CIO, Local 400 (1968)**

**Location**

Washington, D.C.

**Effective Date**

2-25-1968

**Expiration Date**

8-22-1970

**Number of Workers**

9965

**Employer**

Acme Markets, Inc.; Great Atlantic & Pacific Tea Company, Inc.; Foodarama Supermarkets, Inc.; Food Fair Stores, Inc.; Giant Food Stores, Inc.; Grand Union Company; Safeway Stores, Inc.

**Union**

Retail Store Employees Union

**Union Local**

400

**NAICS**

44

**Sector**

P

**Item ID**

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# AGREEMENT

Between

ACME MARKETS, INC.  
THE GREAT ATLANTIC &  
PACIFIC TEA COMPANY, INC.  
FOODARAMA SUPERMARKETS,  
INC.

FOOD FAIR STORES, INC.  
GIANT FOOD STORES, INC.  
THE GRAND UNION COMPANY  
SAFeway STORES, INC.

and

RETAIL STORE EMPLOYEES  
UNION, LOCAL 400 AFL-CIO



1100 Vermont Avenue, N.W., Suite 700  
Washington, D. C. 20005  
223-4490



8/70

# AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of February, 1968, between

....., INC. (hereinafter referred to as "Employer"), a participating member of Washington, D. C. Food Employers' Labor Relations Association (hereinafter referred to as "Employers' Council") and the RETAIL STORE EMPLOYEES' UNION, LOCAL No. 400, of Washington D. C., chartered by the Retail Clerks' International Association, AFL-CIO (hereinafter referred to as the "Union").

## WITNESSETH:

WHEREAS, the Employers' Council is an employer association of food chains in and about the Washington, D. C. area, and as bargaining agent for its member companies, has negotiated with the bargaining committee of the Union; and

WHEREAS, the Employer and the Union in the performance of this Agreement agree not to discriminate against any employee or applicant for employment because of race, color, religious creed, origin, age or sex; and

WHEREAS the parties hereto, through industry-wide bargaining desire to establish uniform standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious and efficient cooperation and mutual benefits.

## ARTICLE I

### Management Authority

The authority and responsibility for management of the business including but not limited to the planning, direction and control of the work force shall repose exclusively in the Employer and its appointed representatives except as provided in this Agreement.

## ARTICLE II

### Recognition

A. The Employer recognizes the Union as the exclusive bargaining agency for all of its employees, except Store Manager, Meat Department Personnel, and In-Store Bakery Personnel (production employees), in its retail food stores within a radius of twenty-five (25) miles of Washington, D. C., and in Prince Georges, Charles, St. Mary's, Calvert and Montgomery Counties and in Anne Arundel County south of South River from Chesapeake Bay to State Highway No. 450, south of State Highway No. 450 from South River to Prince Georges County in Maryland.

B. The Employer further agrees that if the Employer should establish a new food store, or stores, within the territories described in Article II-A, this Agreement shall apply to such new store or stores. In the event the Employer engages in Department or Discount type stores, then the Employer and the Union shall negotiate as to the terms for wages, hours and working conditions for employees working in such stores.

C. All work and services connected with, or incidental to, the handling or selling of all merchandise offered for sale to the public in the Employers' retail establishments covered

by this Agreement shall be performed only by employees of the Employer within the unit referred to above, for which the Union is recognized as the collective bargaining agency by the Employer except such work as is currently performed at the point of delivery by driver-salesmen in servicing retail markets with perishable bakery products and potato and corn chips directly from the delivery vehicle, and such services which are historically and customarily performed in the preparation and sale of meats, poultry, fish and seafood products, either fresh, frozen, chilled, or smoked. Further excepting that representatives of a company sponsoring special promotions may erect and stock initial special displays in connection with said special promotions. There shall be a limitation of three (3) times per year for promotional programs using persons other than employees of the Employer, provided, however, that such special promotions must be area-wide promotions. The application of this provision shall in no way restrict the work which may be performed by the Store Managers.

### ARTICLE III

#### Union Security

A. It shall be a condition of employment that 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 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 hired on or after its effective date, shall, on the 31st day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this section, the execution date of this Agreement shall be considered as the effective date.

B. The application of Section A above is deferred in any jurisdiction where the Union Shop is not permitted by law, except for the purpose of representation, unless and until such law is declared unconstitutional or is repealed or otherwise becomes inoperative as to the operations of the Employer.

C. The Employer will notify the Union in writing within twenty-five (25) days from the date of employment, reinstatement, or transfer into the bargaining unit of any employee, of the name of such employee, the home address, place of employment, social security number, and job classification and the date of employment, reinstatement, or transfer. Upon termination of an employee for any reason the Employer shall within thirty (30) days thereafter notify the Union in writing of such termination.

## ARTICLE IV

### Hours and Overtime

A. The guaranteed basic work week for all full-time employees shall be forty (40) hours per week, consisting of five (5) eight (8) hour days providing the employee is available for work as scheduled.

B. 1. All time worked by an employee in excess of eight (8) hours in any one day or forty (40) hours in any work week, or in excess of thirty-two (32) hours in any week in which one of the specified holidays fall,

shall be deemed overtime unless otherwise specified in Schedule "A." Such overtime work shall be paid for at the rate of time and one-half the employee's regular rate of pay, but the employee shall not be compensated for both daily and weekly overtime. Hours which qualify for Sunday or Holiday Premium Pay as provided for in Paragraph G of this Article shall not be included in computing weekly overtime.

2. Part-time employees shall be paid at the rate of time and one-half for all hours worked on the sixth (6th) day of work in a week, provided such employees have worked all of their scheduled hours on the other five (5) days of the work week.

C. Employees who work an eight (8) hour shift shall work eight (8) hours in a period of either eight and one-half ( $8\frac{1}{2}$ ) or nine (9) consecutive hours and shall be granted an uninterrupted meal period of either one (1) or one-half ( $\frac{1}{2}$ ) hour beginning not before three (3) hours of work nor later than five (5) hours of work. Employees who work a shift of less than eight (8) hours but more than five (5) hours shall be granted an uninterrupted meal period of one-half ( $\frac{1}{2}$ ) hour, not before three (3) hours of work nor later than four (4) hours of work.

D. The meal period for night crew workers shall be one-half ( $\frac{1}{2}$ ) hour and the eight (8) hour shift shall be worked in the period of eight and one-half ( $8\frac{1}{2}$ ) consecutive hours.

E. The Employer may establish as many shifts as necessary, and the starting time of such shifts shall be optional with the Employer. There will be no split shifts.

F. Any full-time employee who works later



than 6:00 P.M. more than three (3) nights in any week shall be paid time and one-half ( $1\frac{1}{2}$ ) for the hours after 6:00 P.M. on the fourth (4th) or subsequent nights, even though they may be a part of the regular shift.

G. Work performed on any of the holidays specified in Article IX shall be compensated for at the rate of twice the employee's regular rate of pay, which shall be in addition to the straight time pay provided for the holiday. Work performed on Sunday shall be compensated for at double the employee's rate of straight time pay.

H. No employee shall be required to work on Sundays or the designated holidays. However, any work to be performed on Sundays or holidays shall be offered first to full-time employees on a basis of seniority, with due consideration given to job classification and fitness for the work required. In the event sufficient volunteers are not available for Sunday or holiday work, assignments of Sunday or holiday work shall be mandatory upon employees in the inverse order of seniority.

I. Overtime for employees assigned to the night shift shall be computed on the basis of base pay plus premium pay.

J. On days where overtime is worked, if a second meal period is taken, it shall consist of one-half ( $\frac{1}{2}$ ) hour duration only.

K. 1. Part-time employees shall be employed a maximum of twenty-nine (29) hours per week, except during the period of June 15th to September 15th, when they may be employed a maximum of thirty-five (35) hours per week.

2. In any week in which a part-time employee works in excess of the hours specified

in K-1, he shall be paid for all hours worked at his appropriate full-time hourly rate and after three (3) consecutive weeks of work performed in excess of the hours specified in K-1, he shall be entitled to the working conditions of a full-time employee.

3. No part-time employee shall be employed for less than four (4) hours in any day, unless he is not available for four (4) hours, in which case the minimum shall be three (3) hours.

4. Part-time employees who report for work pursuant to instructions and are not given work shall be paid for four (4) hours, if available, but in no event for less than three (3) hours.

L. Full-time employees reporting for work at their scheduled time or on instructions from their Employer shall be guaranteed eight (8) hours at straight time rate of pay for the employee's scheduled work days and four (4) hours with pay for non-scheduled days at the overtime rate of pay.

M. A daily working schedule for each employee shall be posted in a conspicuous place on Saturday, except that the schedule for the night crew and those scheduled off on Saturday shall be posted on Friday of the week preceding the week for which the schedule is effective. The schedule for full-time employees shall not be altered after it is posted except by mutual agreement of the Employer and the employee involved. The schedule of a part-time employee may be changed by notification to the employee prior to store closing the previous day.

N. All employees shall be given one ten (10) minute rest period approximately in the middle of each four (4) hour shift.

## ARTICLE V

### Wages and Employee Classifications

A. Wage scales are set forth in Schedule "A" attached hereto and made a part hereof.

B. The minimum wage provided in Schedule "A" shall apply to all new employees and each new employee is to be on probation for a period of thirty (30) days. If during the thirty (30) day period it is found that the new employee is not suitable for the business, his services are to be terminated at the Employer's discretion.

C. All previous supermarket experience in the same type of work of any employee, or in the case of general merchandising or bakery employees, all previous experience in a similar capacity, within the past three (3) years, proven by verification or ability, shall be recognized as seniority for the purpose of establishing the pay scale to which the employee is entitled. The Employer, employee, and the Union will make every effort to verify all previous experience on the employee's application. If, however, complete information cannot be obtained within the first three (3) months of employment, the pay scale shall be determined by the Employer on the basis of whatever verification of experience has become available and the employee's ability. The Employer agrees to notify the Union no later than thirty (30) days after employment if complete verification of experience has not been obtained.

D. The service record of any new employee retained after the probationary period of thirty (30) days shall date from the time of such employee's original employment. The salary

of such employee shall be retroactive to the date of employment.

E. A part-time employee when assigned to full-time work shall be credited for his accumulated part-time hours and placed on the salary scale to which he would have been entitled had these hours been accomplished as a full-time employee.

F. Department Heads may be assigned in stores where designated by Employer and where assigned they will be paid the prevailing rate as listed in Schedule "A" of the respective Employer.

G. The duties of Bakery Sales Clerks shall be to promote the sales of the Bakery Department items and keep the Department in an orderly condition and to perform other duties assigned by the Store Manager but Bakery Sales Clerks shall not be required to perform the duties of a higher wage rated job.

H. Porters may be assigned in stores designated by the Employer. The duties of Porters shall be limited to general cleaning up, bagging and carrying out customers' packages. Porters will not be permitted to handle, display, or sell any merchandise except bagging merchandise and carrying out customers' packages.

I. Baggers may be assigned in stores designated by the Employer. The duties of Baggers shall be limited to bagging merchandise at the checkstand, carrying out customers' packages, attending parking lot, and cleaning in the immediate area of the checkstand.

J. The wage of a superannuated or physically handicapped employee is to be fixed by agreement between the Employer and the Union.

## ARTICLE VI

### Night Shift Employees

A. An employee who works any portion of his shift between the hours of 10:00 P.M. and 6:00 A.M. shall receive the night premium for the entire shift of twenty (20c) cents per hour, in addition to the employee's straight time rate of pay.

B. When more than one employee is employed on the night shift, one employee shall be designated as the employee in charge and shall receive an additional premium of eight dollars and fifty cents (\$8.50) per week.

C. Employees on the night shift will receive their basic weekly wages plus the night premium in the computation of overtime, vacation or holiday pay.

D. Night crew employees shall be permitted to start their shifts at 9:00 P.M. on Sundays or holidays at the straight time rate of pay plus the night premium.

E. No night crew employee shall start his shift before 6:00 A.M. on January 2, and on December 26.

## ARTICLE VII

### Working Conditions

A. The Employer will furnish and launder all store linen which it requires its employees to wear.

B. The Employer shall have the right to discharge or discipline any employee for good cause such as dishonesty, intoxication during working hours, drinking or gambling on Employer's premises, or direct refusal to obey orders by the Employer which are not in violation of this Agreement, provided, however,

that no employee shall be discharged or discriminated against because of membership in the Union or for Union activities.

C. In the event that an employee's work is unsatisfactory, he shall be given at least one (1) written notice before disciplinary action is taken, and a copy of the notice shall be sent to the Union at the same time.

D. Representatives of the Union may visit the Employer's stores for the purpose of observing working conditions and to see that this Agreement is being complied with, investigating the standing of employees and inspecting the pay records which shall be available for a reasonable length of time. Employees shall be furnished duplicate pay vouchers weekly.

E. No employee shall suffer a reduction of hourly wage rates, increase of hours, or reduced vacation time solely by the signing of this Agreement.

F. If a physical examination or health permit is required by the Employer or local government, all expense attached to same shall be borne by the Employer.

G. If any employee is required to work in more than one (1) store in the same day, the expense for necessary transportation shall be borne by the Employer. The time required for travel between the stores shall be included as a portion of the employee's work day and considered as time worked for all purposes. An employee on temporary assignment away from his regularly assigned store which requires additional transportation expense shall be reimbursed for such increased expense.

H. Employees shall be at their stores ready for work at their scheduled starting time,

otherwise they are reporting late. They shall remain at their work until their scheduled quitting time.

I. Employees shall have a minimum of ten (10) hours off between the ending of their schedule and the starting of their next schedule. Any employee who works during this ten (10) hour period shall be paid for such time at the rate of time and one-half.

J. The Employer shall maintain a first aid kit, fully equipped, in each store.

K. Notice concerning Union business will be posted in designated locations in the stores, after approval by management.

L. Where practicable, within each store, Employer shall endeavor to combine existing part-time assignments on a seniority basis, providing they can do the work so as to provide the maximum part-time employment per individual within the definition of part-time employment; and further, to create as many forty (40) straight time hour positions as possible.

M. No employee may be required to make up or be disciplined for cash register shortages, unless he is given the privilege of checking the change and daily receipts upon starting and completing the work shift.

N. No employee shall be required to make good any bad checks cashed unless said checks are cashed in violation of the Employer's rules and regulations, which have previously been given to the employee in writing.

O. No employee shall be given a polygraph (lie detector) test, unless the Union agrees in writing.

P. Time spent at legal proceedings at the request of the Employer or Employer Counsel

shall be compensated at straight time rates. Such compensation shall also be paid for time spent at legal proceedings to which the employee subpoenaed to give testimony for the benefit of the Employer provided the employee has given the Store Manager prompt notice of the subpoena. Such hours shall not be considered as time worked in the computation of daily or weekly overtime unless it is part of the regularly scheduled work week.

## ARTICLE VIII

### Vacations

A. Full-time employees with one or more years of continuous service shall be granted vacations as follows:

<b>Annual Vacation</b>	<b>Pro-Rata Vacation on Termination</b>
One week uninterrupted after one year	1/12 week for each additional month
Two weeks uninterrupted after three years	2/12 week for each additional month
Three weeks after eight years	3/12 week for each additional month
*Four weeks after sixteen years	4/12 week for each additional month
Five weeks after twenty-five years	5/12 week for each additional month

\*Effective 2/25/68

B. Employees discharged for proven or acknowledged dishonesty shall not be entitled to any vacation pay.

C. Employees who for good and sufficient reason desire to take their three, four or five weeks uninterrupted vacation must request same in writing thirty (30) days prior to the



date the vacation is to be taken. Such requests are subject to approval by both the Employer and the Union.

D. Employees must work forty-one (41) weeks during the vacation year to qualify.

E. Vacation time shall be computed from date of employment or anniversary of vacation eligibility date, and shall be taken at a time convenient to both the employee and the Employer, and shall be paid at the rate of pay in effect at the time the vacation is taken. Leave of absence up to six (6) months for occupational disability compensable under Workmen's Compensation Laws shall be considered as time worked for determining vacation eligibility. Leave of absence for any other reason shall not be considered as time worked, but if the leave exceeds eleven (11) weeks within the vacation year or six (6) months compensable under Workmen's Compensation Laws, the vacation anniversary date shall be adjusted by the length of time of absence. The adjusted date shall be used for future vacations unless further changed by other leaves of absence.

F. When a holiday designated in Article IX-A, B, C, occurs during the full-time employee's vacation, the employee shall be entitled to an extra day's vacation, said day to be continuous with employee's vacation, or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

G. Seniority of employees shall be a governing factor in selection of vacation dates.

H. Vacation pay is to be paid to the employee prior to the day the vacation begins.

I. Part-time employees shall be entitled to a vacation on or after each anniversary date

of their employment, pro-rated on the basis of the average straight time hours worked during the preceding year according to the vacation formula set forth above and subject to the same conditions as pertain to full-time employees.

J. When a holiday designated in Article IX-A, B, C, occurs during a part-time employee's vacation, he shall be paid five (5) hours holiday pay if he qualifies under Article IX-E, F.

K. Part-time employees who change to full-time will receive credit for the vacation earned on the basis of forty (40) hours being equal to one (1) week of work. In the computation of future vacations, credit shall be given for hours worked as a part-time employee and the vacation anniversary date adjusted accordingly.

L. Full-time employees changing to part-time will continue their original vacation anniversary date and will receive part-time vacation on the basis of average hours worked during the vacation year. The original employment date will be the basis for determining eligibility.

## ARTICLE IX

### Holidays

A. The Employer's stores shall be closed to business on the following days:

New Year's Day  
Easter Monday  
Decoration Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

All holidays falling on Sunday shall be observed on the following Monday.

B. In addition to the aforementioned holidays, each employee shall be entitled to a holiday on his birthday. In the event that the birthday falls on Sunday, he shall be entitled to the holiday on his next scheduled work day. In the event the employee's birthday occurs on one of the other specified holidays or on his scheduled day off, he shall be entitled to the holiday on the succeeding work day. The employee must notify the Store Manager two (2) weeks in advance of his birthday. Any employee who fails to notify the Store Manager two (2) weeks in advance of his birthday, and if he works on such day shall be paid straight time for work on that day and be granted another day off in lieu of that day within two (2) weeks.

C. Full-time employees shall be granted holiday pay based on an eight (8) hour day.

D. To receive the aforementioned holiday pay, a full-time employee shall be at work on the working day preceding and following such holiday, except for those on vacation or authorized leave. Holiday pay shall be given a full-time employee who is prevented from working on his scheduled day before or his scheduled day after the holiday because of illness to the employee, or the employee's wife, husband, or child, of such a serious character as to require the employee to remain away from work. This seriousness must be attested to by a physician. Holiday pay shall be granted to a full-time employee who does not work his scheduled day before or his scheduled day following the holiday in the event the employee's absence is caused by a verified accident. Provided, however, that in all events

the employee must work at least one (1) day during the week in which the holiday falls in order to qualify for holiday pay.

E. All part-time employees upon the completion of sixty (60) days but less than one year of continuous service with the Employer shall be paid five (5) hours holiday pay at the straight time hourly rate provided one of the holidays listed in Paragraph A above falls on a day he or she would normally be scheduled to work provided such employee works his or her scheduled work day before and his or her work day after such holiday, Sundays excepted. Work schedules shall not be changed for the purpose of avoiding holiday pay. Where an employee is scheduled to work only one day in a week and the holiday falls on that day, the one-day requirement shall be waived.

F. Part-time employees with one or more years of continuous service regardless of whether they are normally scheduled to work on the day that the holiday falls shall receive holiday pay for five (5) hours provided the employee works his last scheduled work day before and scheduled work day after the holiday. To be eligible for the holiday pay the employee must work at least one day during the holiday week. Where an employee is scheduled to work only one day in a week, the one-day requirement shall be waived.

## ARTICLE X

### Leaves of Absence

Subject to the following conditions, employees shall be granted leaves of absence which shall not interrupt their service records:

A. Full-time employees with three (3) or

more months of continuous service and part-time employees with twelve (12) or more months of continuous service, up to six (6) months' leave without pay; employees with three (3) or more years of service up to one (1) year leave without pay, when the employee is unable to work because of sickness or accident. Disability must be attested to by a registered physician.

B. Maternity leaves of absence without pay up to nine (9) months to full-time employees, provided the employee has been with the Employer continuously nine (9) months or more and part-time employees with twelve (12) or more months of continuous service, and further provided the employee (1) before commencing such leave, furnishes a doctor's certificate attesting to her pregnancy, (2) states she intends to return to work and (3) before returning to work, furnishes the Employer with a doctor's certificate stating she is physically able to resume her normal duties. In addition, such employee must return to work within three (3) months after the date of birth or miscarriage in order to retain an uninterrupted service record and right to re-employment. They must also give two (2) weeks notice of their intent to return to work, and if not assigned by the expiration of the two (2) weeks notice, the employee must receive pay in lieu of work thereafter.

C. 1. In the case of a death in the immediate family, (namely, the death of a parent, spouse, child, brother, sister, grandparent, or parent-in-law) of any full-time employee requiring the employee's absence from his regularly scheduled assignments, the employee shall be granted leave of absence with pay of three (3) scheduled work days.

2. In the case of a death in the immediate family, (namely, the death of a parent, spouse, child, brother, sister, grandparent, or parent-in-law) of any part-time employee requiring the employee's absence from his regularly scheduled assignments, the employee shall be granted leave of absence with pay up to three (3) days. When an employee's normal time off falls within the three (3) day period, he shall be reimbursed for the portion of the time normally scheduled for work.

D. Employees, full or part-time, who serve in the National Guard or military reserve units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit in which they serve. Such employee shall give the Employer two (2) weeks prior notice.

E. Any member of the Union employed by the Employer who is elected to a permanent office in the Union or is assigned by the Union to a Union activity necessitating leave of absence, shall be granted such leave of absence and shall, at the end of the term in the first instance or at the end of his mission in the second instance be given reemployment at his former wage rate plus any increase or less any reduction that may have become effective during his absence.

F. Approved leaves of absence for reasons other than those listed above shall not interrupt an employee's service record.

## ARTICLE XI

### Jury Duty

Employees actually summoned and serving on juries will be granted time off when needed for actual jury duty and will receive the dif-

ference between their straight time basic weekly pay and the amount received while on jury duty, except such jury duty pay which they receive while serving on their regularly scheduled day off. During the time full-time employees are serving on said juries, their schedules shall be arranged to provide a shift ending nine (9) hours after the time the employees are required to report for such service. An employee who is dismissed from such service sufficiently early to enable him to work two (2) hours or more of his scheduled shift shall report to his store to complete his shift. This obligation on the part of the Employer shall be limited to thirty (30) days in each calendar year. The schedule of a part-time employee shall not be altered solely for the purpose of avoiding jury duty pay.

## ARTICLE XII

### Seniority

A. Seniority shall be calculated by continuous service from the last date of employment (except as otherwise provided for). Seniority list for all full-time employees and a separate list for all part-time employees shall be set up by the Employer and shall be furnished to the Union upon request.

B. In all layoffs the ordinary rules of seniority shall prevail with due consideration being given to the job classification, fitness for the work involved, and the practicability of applying the rules of seniority in the particular case. Employees laid off for periods of less than six (6) months shall have preference to reinstatement in the reverse order. The service record of such reinstated employees shall not be interrupted. Sickness does not count as layoff.

C. A full-time employee shall have seniority over a part-time employee to the extent that a full-time employee who is laid off in order of seniority may claim a part-time schedule calling for a reduction of hours provided due consideration is given to job classification and to fitness to perform the work involved. Part-time employees shall have seniority over other part-time employees under the same conditions.

D. Part-time employees who have previously notified the Employer's Personnel Department in writing that they desire to obtain full-time work shall be given preference for full-time jobs on the basis of seniority and their qualifications when full-time jobs are available on the Supervisor's territory.

### **ARTICLE XIII**

#### **Store Card or Decal**

The Union agrees to furnish to the Employer one Union Store Card, and/or Decal, for each of the Employer's stores. Such card or decal shall remain the property of the Retail Clerks' International Association and shall be surrendered to the Union upon demand. The Employer shall display such Union Card or Decal in a conspicuous area accessible to the public in each establishment covered by this Agreement.

### **ARTICLE XIV**

#### **Shop Steward**

A. The Union shall have the right to appoint a Shop Steward in each store, whose duties shall be to report any irregularities to the Union Office. In no instance shall the Shop Steward be discriminated against for discharging such duties, provided such duties do not



interfere with the regular performance of his work for the Employer.

B. A Shop Steward may be transferred only after two (2) weeks written notice to the Steward and the Union, except in cases of promotion or with the consent of the Steward or the Union to the transfer.

C. It is understood that the Shop Steward shall be a full-time employee and shall be the last to be laid off in the store where he is employed, provided he is capable of performing the available work. The Union shall furnish to the Employer a complete list of Shop Stewards which shall be amended from time to time as may be necessary.

## ARTICLE XV Welfare Fund

A. The parties hereto agree to continue the Health and Welfare Fund established by Trust Agreement April 27, 1957. Life insurance, sick leave, hospital, surgical, dental, prescription and other health and welfare benefits will continue to be provided subject to reasonable rules and regulations established by the Board of Trustees.

B. Effective February 25, 1968, the Employer shall contribute to the fund an amount equal to twenty-two and one-half cents (22½c) per hour for each hour for which all full-time employees covered by this Agreement received straight time pay. Effective June 1, 1969, the Employer shall contribute to the fund an amount equal to twenty-five and one-half cents (25½c) per hour for each hour for which all full-time employees covered by this Agreement received straight time pay. Effective February 25, 1968, the Employer shall

contribute to the fund an amount equal to four cents (4c) per hour for each hour for which all part-time employees covered by this Agreement received straight time pay. Effective June 1, 1969, the Employer shall contribute to the fund an amount equal to seven cents (7c) per hour for each hour for which all part-time employees covered by this Agreement received straight time pay. All such contributions shall be remitted to the fund office by the twentieth (20th) day of each month covering all pay periods ended in the preceding month.

C. The name of the Fund shall continue to be known as "Retail Store Employees' Union, Local 400 and Subscribing Employers' Health and Welfare Fund."

## ARTICLE XVI

### Pension Plan

A. The understanding between the parties heretofore reached in the collective bargaining agreement of March 4, 1962, with respect to an Agreement and Declaration of Trust which will govern the RSEU and Washington, D. C. FELRA Pension Plan is hereby reaffirmed.

B. The Employer will continue to contribute five cents (5c) per straight time hour, up to a maximum of forty (40) straight time hours per week, for each straight time hour worked by each regular full-time employee covered by the Agreement into a jointly administered industry Pension Fund.

C. Effective the first day of the quarter following the month in which IRS approval is received, the Employer will contribute the sum of eight and one-half cents (8½c) per straight time hour up to a maximum of forty (40)

straight time hours per week for each straight time hour worked by each regular full-time employee covered by the Agreement into a jointly administered industry Pension Fund.

D. With respect to all eligible employees hired after March 3, 1963, contributions by the Employer to the Fund will commence with the first full pay week following the completion of thirty (30) days of continuous employment with the Employer.

E. It is further understood and agreed that the Pension Plan mutually acceptable to the parties under the Agreement and Declaration of Trust, shall be considered as Appendix I of said Agreement and Declaration of Trust and shall among other things include the following provisions.

F. It is agreed that the industry Pension Plan as adopted must have the continuing approval of the Internal Revenue Service as an exempt Plan. The Employer will not be obligated to make any contributions which are not deductible from gross income for Federal Income Tax purposes.

G. The aforementioned industry Pension Plan shall provide each eligible participant who has reached his sixty-fifth (65th) birthday a monthly pension of \$3.25 for each completed year of credited service, up to a maximum of forty (40) years of credited service. Effective the same date as referred to in Paragraph C of this Article, new retirees shall receive the increased monthly pension resulting from the increased contribution.

H. The Pension Fund and Plan shall be governed by a Board of Trustees consisting of equal numbers to be designated by Wash-

ington, D. C. Food Employers' Labor Relations Association and the Union.

I. It is agreed that it shall be mandatory that each employee covered by this Agreement shall retire not later than the first day of the month following the sixty-fifth (65th) birthday.

J. It is agreed that all matters involving pensions not specifically set forth herein shall be determined by the provisions of the Trust Agreement governing the Pension Plan.

K. The name of the Fund shall be known as "Retail Store Employees' Union, Local No. 400 and Subscribing Employers' Pension Fund."

## ARTICLE XVII

### Voluntary Check-Off of Union Fees

The Employer shall check off initiation fees and dues from all members who authorize in writing such deductions and shall make every effort to remit the same to the Secretary-Treasurer of Local No. 400 not later than the first of the month following the deduction.

## ARTICLE XVIII

### Grievances and Arbitration

A. In the event a grievance or dispute arises under the terms and during the life of this Agreement that cannot be adjusted by the Union and the Employer within a reasonable time, either party may request that such grievance or dispute be submitted to arbitration, as follows:

Either party shall, in writing, notify the other of the need for the appointment of a Board of Arbitration and shall at the same time state the name of its representative on

said Board. Within three (3) days after receipt of such notice, the other party shall designate, in writing, the name of its representative on said Board. The two (2) members so selected shall within five (5) days select a third member of the Board of Arbitration. If within the said five (5) days the two (2) members are unable to agree on the third member of the Board, either party may request the American Arbitration Association to designate the third member of the Board. The Board of Arbitration shall meet within five (5) days after the selection of the third member, who shall be its Chairman, and shall conduct a hearing and receive testimony and shall thereafter, within five (5) days, submit its findings and render its decision in writing. The decision of a majority of the Board shall be binding and conclusive on the parties hereto as well as on the parties directly affected thereby. The expense of the third member of the Board shall be borne equally between the Employer and the Union. There shall be no strike or lockout pending the decision of the Board of Arbitration.

B. Under all circumstances, an employee or the Union must give the Employer notice in writing of intention to contest a discharge or disciplinary action within thirty (30) days from the date on which the employee has received notice of the discharge or disciplinary action. If such notice is not so given, the aggrieved party and the Union shall be deemed to have waived its or their rights to arbitration.

## **ARTICLE XIX**

### **Military Service**

The Employer will comply with the applicable laws of the United States concerning the

reemployment of persons leaving the military service of the United States. Because the schedule of progressive wage rates provided for by Schedule "A" herein depends upon actual experience on the job, a person reemployed pursuant to this Article shall, for purposes of Schedule "A," be credited only with months of actual payroll service. A person so reemployed shall be paid at the current rate for the appropriate job classification based upon his actual job experience. At the time an employee leaves for military service, he shall receive whatever vacation pay is due him.

## ARTICLE XX

### No Strikes or Lockouts

A. Except for:

- (1) Refusal to comply with the arbitration machinery set forth herein, or,
- (2) Refusal to comply with the decision of the Board of Arbitration, or
- (3) Failure to reach an agreement in the negotiations of wages, hours and working conditions provided for in Article II, Paragraph B, hereinabove,

there will be no strikes or lockouts during the existence of this Agreement. The Union agrees that during such time it will not order, but will use every effort to prevent a concerted cessation of work by any of the employees of the Employer for any reason. Nothing herein contained shall compel any employee to walk through a picket line, provided the picket line

has the sanction of the Greater Washington Central Labor Council.

## **ARTICLE XXI**

### **Invalidation**

Should any Article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section, or portion thereof directly specified in the decision, provided, however, that upon such a decision the parties agree immediately to negotiate a substitute for the invalidated Article, section, or portion thereof.

## **ARTICLE XXII**

### **Retroactivity**

It is agreed that the wages established in this Agreement shall be retroactive to and including February 25, 1968.

## **ARTICLE XXIII**

### **Duration of Contract**

This Agreement shall continue in effect from February 25, 1968, through August 22, 1970, and shall continue in effect from year to year after August 22, 1970, unless either party serves notice in writing on or before June 22, 1970, or on or before June 22 of any year thereafter of a desire for termination of or for changes in the Agreement. In the event either party serves such notice in respect to changes in the Agreement, the Employer and the Union shall immediately begin negotiations on the proposed changes, and that pending the termination of negotiations, neither

party shall change conditions existing under the Agreement, it being understood and agreed that either party may in its own discretion, by written notice, unilaterally terminate such negotiations whenever it so desires.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written.

FOR THE UNION:

REX CLIFFORD, President

CHARLES F. WILSON, Secretary-Treasurer

Approved by District of Columbia Food Employers Labor Relations Association by:

T. P. PICARD, President



# SCHEDULE OF WAGES

## Schedule ("A")

### CLASSIFICATION:

Assistant Store Managers  
Safeway Stores, Inc. Only

#### EFFECTIVE 2/25/68

Those assigned prior to 3/1/64

40 Hrs. @ \$3.994 - \$159.76

3½ Hrs. @ \$5.991 - 20.97

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Total 43½ Hrs. \$180.73

Those assigned after 3/1/64

40 Hrs. @ \$3.994 \$159.76

The Grand Union Co. Only

#### EFFECTIVE 5/25/69

Those assigned prior to 3/1/64

40 Hrs. @ \$4.244 - \$169.76

3½ Hrs. @ \$6.366 - 22.28

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Total 43½ Hrs. \$192.04

Those assigned after 3/1/64

40 Hrs. @ \$4.244 - \$169.76

30

Assigned after 2/29/64 .....

\*Assigned prior to 3/1/64 .....

	1st Period		2nd Period	
	2/25/68 - 5/24/69		5/25/69 - 8/22/70	
	Per Hour	Per Week	Per Hour	Per Week
Assigned after 2/29/64 .....	\$3.994	\$159.76	\$4.244	\$169.76
*Assigned prior to 3/1/64 .....	3.814	152.56	4.064	162.56

\*Guaranteed 5 hours overtime

Acme Markets, Inc., The Great Atlantic  
and Pacific Tea Co., Inc., and Shop-Rite Only ....

3.994      159.76      4.244      169.76

<b>Head Produce Clerks</b>				
All stores .....	3.668	146.72	3.918	156.72
<b>Head Grocery Clerk</b>				
Food Fair , Giant, Safeway and Shop-Rite Only	3.668	146.72	3.918	156.72
<b>Head Cashier</b>				
Giant, Grand Union and Shop-Rite Only .....	3.668	146.72	3.918	156.72
<b>Customer Service Manager</b>				
Safeway Only .....	3.668	146.72	3.918	156.72
<b>Head Bakery Clerk</b>				
Giant, Grand Union, Safeway and Shop-Rite Only .....	2.747	109.88	2.922	116.88

**FULL TIME CLASSIFICATION:**

All Stores

**Food Clerks**

1st 6 months .....	2.752	110.08	2.965	118.60
2nd 6 months .....	2.849	113.96	3.062	122.48
3rd 6 months .....	2.980	119.20	3.193	127.72
4th 6 months .....	3.110	124.40	3.323	132.92
After 2 years .....	3.370	134.80	3.583	143.32
Special Rate .....	3.398	135.92	3.611	144.44

**Bakery Clerks**

1st 6 months .....	2.376	95.04	2.551	102.04
2nd 6 months .....	2.441	97.64	2.616	104.64
After 1 year .....	2.565	102.60	2.740	109.60

(see next page)

## Schedule "A" — (Continued)

	1st Period 2/25/68 - 5/24/69		2nd Period 5/25/69 - 8/22/70	
	Per Hour	Per Week	Per Hour	Per Week
<b>Baggers, Parcel Pick-Up</b>				
1st 6 months .....	2.402	96.08	2.577	103.08
2nd 6 months .....	2.500	100.00	2.675	107.00
After 1 year .....	2.675	107.00	2.850	114.00
<b>Porters</b>				
1st 6 months .....	2.421	96.84	2.596	103.84
After 6 months .....	2.519	100.76	2.694	107.76
<b>Produce Weighers and Wrappers</b>				
<b>Giant</b>				
1st year .....	2.629	105.14	2.841	113.64
After 1 year .....	2.824	112.94	3.036	121.44
<b>Snack Bar Clerks</b>				
<b>Safeway Only</b>				
1st 6 months .....	1.907	76.28	2.082	83.28
2nd 6 months .....	1.972	78.88	2.147	85.88
3rd 6 months .....	2.050	82.00	2.225	89.00
Thereafter .....	2.155	86.20	2.330	93.20
<b>PART TIME CLASSIFICATION:</b>				
<b>All Stores</b>				
<b>Food Clerks</b>				
1st 6 months .....	2.620		2.833	
2nd 6 months (1040 hours) .....	2.749		2.962	

3rd 6 months (2080 hours) .....	2.880	3.093
4th 6 months (3120 hours) .....	3.044	3.257
2 years or more (4160 hours) .....	3.206	3.419

**Bakery Clerks**

1st 6 months .....	2.302	2.477
2nd 6 months (1040 hours) .....	2.366	2.541
Thereafter (2080 hours) .....	2.465	2.640

**Baggers, Parcel Pick-Up**

1st 6 months .....	2.470	2.645
After 6 months (1040 hours) .....	2.666	2.841

**Porters**

1st 6 months .....	2.425	2.600
After 6 months (1040 hours) .....	2.459	2.634

**Produce Weighers and Wrappers**

**Giant**

1st year (2080 hours) .....	2.508	2.721
After 1 year (over 2080 hours) .....	2.685	2.898

**Relief Manager — Acme**

Clerks assigned to duty as Relief Manager for a period of one full day or more shall be compensated at the top clerks rate plus time and one-half for hours in excess of forty (40) or the regular Manager's rate, whichever is the greater.

**Relief Manager — A & P**

The Relief Manager shall receive the salary of the regular store Manager, with a maximum of One Hundred and Eighty-Five Dollars (\$185.00) for a six (6) day week, when relieving for one (1) full week or more.

(see next page)

## Schedule "A" — (Continued)

### Assistant Store Manager and Store Manager Relief—Grand Union and Safeway

A. Food Clerks who work a portion of the week as Relief Manager shall receive the rate of Assistant Store Manager for the hours of actual relief. His daily overtime shall be on the same basis as Assistant Store Manager and in no event shall he be paid more than an Assistant Store Manager would receive for the same hours of work.

B. Assistant Store Managers and/or Food Clerks shall receive the base rate of the Store Manager being relieved during the second or subsequent full-time pay weeks of relief work; however, their earnings shall not exceed One Hundred and Ninety Dollars (\$190.00) per week. They shall work the Store Manager's hours.

34

Giant Food Stores, Inc., Only General Merchandise Clerks — Full Time Hired before 2/25/68	1st Period		2nd Period	
	2/25/68 - 5/24/69 Per Hour	Per Week	5/25/69 - 8/22/70 Per Hour	Per Week
1st 6 months .....	1.775	71.00	1.925	77.00
2nd 6 months .....	1.825	73.00	2.000	80.00
3rd 6 months .....	1.900	76.00	2.075	83.00
4th 6 months .....	1.975	79.00	2.175	87.00
<b>*New Employees—Customer Service</b>				
1st 6 months .....	1.775	71.00	1.925	77.00
2nd 6 months .....	1.825	73.00	2.000	80.00
3rd 6 months .....	1.900	76.00	2.075	83.00
4th 6 months .....	1.975	79.00	2.175	87.00
<b>**New Employees—Customer Service</b>				
1st 6 months .....	1.725	69.00	1.800	72.00
2nd 6 months .....	1.775	71.00	1.875	75.00

3rd 6 months .....	1.850	74.00	1.950	78.00
4th 6 months .....	1.925	77.00	2.050	82.00

**All Increases to be on the Minimums and Across-the-Board**

**General Merchandise Clerks—Part Time**

Hired before 2/25/68

1st 6 months .....	1.775	1.925
2nd 6 months .....	1.825	2.000
3rd 6 months .....	1.900	2.075
4th 6 months .....	1.975	2.175

**\*New Employees—Customer Service**

1st 6 months .....	1.775	1.925
2nd 6 months .....	1.825	2.000
3rd 6 months .....	1.900	2.075
4th 6 months .....	1.975	2.175

35

**\* New Employees—Customer Service:** Selling in the following departments: Men's Clothing, Photo Equipment (not film and bulbs), Jewelry (not costume), International Shoe Sales.

**\*\* New Employees—Customer Service:** Selling (other than in above paragraph) and light Merchandise Filling and Straightening, Stock Handling, Cashiers, Marking Room, Office and Clerical Duties, Porters, Helpers, and all other classifications except commissioned salesmen.

(see next page)

## Schedule "A" — (Continued)

	1st Period		2nd Period	
	2/25/68 - 5/24/69		5/25/69 - 8/22/70	
	Per Hour	Per Week	Per Hour	Per Week
<b>**New Employees—Customer Service</b>				
1st 6 months .....	1.725		1.800	
2nd 6 months .....	1.775		1.875	
3rd 6 months .....	1.850		1.950	
4th 6 months .....	1.925		2.050	

**All Increases to be on the Minimums and Across-the-Board**

- 
- \*\* New Employees—Customer Service:** Selling (other than in above paragraph) and light Merchandise Filling and Straightening, Stock Handling, Cashiers, Marking Room, Office and Clerical Duties, Porters, Helpers, and all other classifications except commissioned salesmen.

### SUPER GIANT — ROCKVILLE AND LANHAM (Department Stores Only) (No. 62 and No. 69)

Night premium will be paid only for time worked from 10:00 p.m. to 10:30 p.m. (not for the entire shift). Under Article VI, night shift employees working after 10:30 p.m. will revert to the terms of Article VI, Paragraph A.

Non-Food Departments in the Department Stores only can be opened on holidays provided the premium time specified in Article IV, Paragraph G is paid.

Notwithstanding any other provisions of the Washington FELRA Retail Store Employees Union, Local No. 400 Agreement on food, all present Associate Managers in General Merchandise and Department Heads in General Merchandise now exempt from coverage under the current contract will be continued in the new contract beginning February 25, 1968, in the same status as at present.

**Pension Plan:** Employees employed in non-food departments in Super Giant and Super Giant Discount Centers after February 29, 1964 shall not be covered under the terms of the Pension Plan nor a contribution made on their behalf.

Agreements other than those negotiated with the District of Columbia Food Employers' Labor Relations Association do not require approval by the Association.

#### SATELLITE STORES

37 Employees in the Satellite Stores may be scheduled to be worked any five (5) of the seven (7) days of the week at straight time pay. On the date of this contract, the specific reference is to Filling Stations, Laundries and Dry Cleaning establishments, Garden Centers, Toy Store (Christmas only), car wash (not now in operation) and beauty parlors (not now in operation).

All other provisions of the General Merchandise Agreement will continue as under the previous contract.



# VARIATIONS IN AGREEMENTS

## WITNESSETH:

The Employer's Council as referred to is the District of Columbia Food Employers' Labor Relations Association. The Council negotiates for Acme Markets, Inc., The Great Atlantic & Pacific Tea Co., Inc., Food Fair Stores, Inc., Giant Food Stores, Inc., The Grand Union Co., and Safeway Stores, Inc., within a radius of twenty-five (25) miles of Washington, D. C. and in Prince Georges, Charles, St. Mary's, Calvert, and Montgomery Counties, and in Anne Arundel County south of State Highway No. 450 from South River to Prince Georges County in Maryland. Any other Agreements referred to are negotiated individually.

## ARTICLE I

### Management Authority

**GIANT:** All matters having to do with the management and conduct of the business of the Employer and all policies, authority, and responsibility for the conduct of the same, shall repose exclusively in the management of the Employer, and in no instance shall the Union or its representatives interfere with the exercise of such authority and responsibility. The Employer reserves the right at all times to be free from interference regarding the persons, firms, and corporations from whom it makes its purchases, and also with whom it makes contracts for hauling and delivery and construction and repair of buildings occupied by, or to be occupied by, the Employer; and the Union agrees not to interfere in any respect with such purchases and contracts, or with the lawful and legitimate conduct of the business by the Employer.

## **ARTICLE II**

### **Recognition**

The Recognition Clause printed in this booklet is a typical Recognition Clause, with slight variations from Company to Company. Agreements covering the outlying sections of Virginia: Frederick, Clarke, Shenandoah, Warren, Fauquier, Rockingham, Culpeper, Page and those portions of Loudon and Prince William Counties beyond the twenty-five (25) mile radius of Washington, D. C.

**GRAND UNION and SAFEWAY:** In-store Bakery Personnel (production employees) are excluded.

## **ARTICLE VIII**

### **Vacations**

**ACME:** The following is an additional vacation provision:

The "vacation period" shall be defined as that period beginning May 1 and ending on the Saturday nearest September 30, except that the third, fourth and fifth weeks vacation will be scheduled as business operations permit during the "vacation year," i.e., May 1 through the following April 30.

## **ARTICLE XVI**

### **Pension Plan**

Agreements other than those negotiated with the District of Columbia Food Employers' Labor Relations Association do not require approval by the Association.

**For information regarding the Health & Welfare Fund call:**

**Carday Associates, EX 3-2860  
or your Union office.**

**For information regarding the Pension Fund call:**

**Carday Associates, EX 3-2860  
or your Union office.**

**To arrange dental appointments call:**

**723-8011 or 723-0620**

**during the hours of 10:00 A.M. to 4:00 P.M.  
For emergency only call above numbers at any  
time.**

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*File*

**U.S. DEPARTMENT OF LABOR**  
**BUREAU OF LABOR STATISTICS**  
WASHINGTON, D.C. 20212  
June 29, 1970

6758

**JUL 2 1970-2111.**

Retail Clerks International  
Association local #400  
1100 Vermont Avenue, N. W  
Washington, D. C.

Gentlemen:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we should like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Very truly yours,

*Geoffrey H. Moore*  
GEOFFREY H. MOORE  
Commissioner

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Washington, D. C. Food Employers Labor Relations Association (covering Acme, A & P, Food Fair, Giant, Grand Union, Kroger and Safeway)	Retail Clerks International Association local #400	Food Fair 300
		Giant 4000
		Grand Union 1000
		Safeway 3000
		A & P 1500
		Acme 165
		Total 9,965