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Collective Bargaining Agreements

1-1-1977

Retail supermarkets and Retail, Wholesale, and Chain Store Food Employees Union, AFL-CIO, Local 338 (1977)

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Retail supermarkets and Retail, Wholesale, and Chain Store Food Employees Union, AFL-CIO, Local 338 (1977)

Location

New York, NY

Effective Date

1-1-1977

Expiration Date

1-1-1980

Employer

No employer specified

Union

Retail, Wholesale, and Chain Store Food Employees Union

Union Local

338

NAICS

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Sector

P

Item ID

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JUL 26 1978 - u.d.
**COLLECTIVE BARGAINING
AGREEMENT**

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**RETAIL, WHOLESALE & CHAIN
STORE FOOD EMPLOYEES UNION
LOCAL 338**



X-9/30/80

INDEX

	<i>Page</i>
Appendix "A"	32
Arbitration	28
Beneficial Terms, More	21
Checkoff	20
Children	20
Definitions	3
Discrimination, No	27
Funeral Leave	26
Holidays	14
Hours of Work	11
Individual Agreements, No	20
Jury Duty	26
Lie Detector Test, No	27
Management	20
Maternity Leave of Absence	27
Overtime	13
Separability	30
Sick Leave	25
Store Linen	28
Successors and Assigns	31
Tenure of Employment	6

	<i>Page</i>
Termination	31
Transfers	28
Trial Period	6
Union Card	5
Union Recognition	4
Union Shop	4
Vacations	17
Visits by Union Representatives	21
Wages	13
Welfare Fund and Retirement Fund and Dental Fund	22

AGREEMENT entered into as of
between RETAIL, WHOLESALE & CHAIN STORE
FOOD EMPLOYEES UNION, LOCAL 338, affiliated with
the Retail, Wholesale and Department Store Union,
AFL-CIO, (the Union), and

.....
Name of Employer

.....
Address

.....
Borough, City

(the Employer), WHEREIN IT IS AGREED as follows:

ARTICLE I

Definitions and Coverage

(a) This agreement covers, and the term "employee" or "employees" as herein used includes all of the Employer's present and future full time and part time employees (other than store managers, butchers and meat wrappers) employed in all departments in all of the present and future supermarkets and stores operated by the Employer in the City of New York and the State of New York.

.....
(b) The term "supermarket" or "supermarkets," "store" or "stores" as herein used includes supermarkets,

stores, shops, concessions, leased departments and establishments contained therein.

(c) The term "full time employee" as herein used means an employee working 30 hours or more weekly.

(d) The term "part time employee" until January 1, 1978, means an employee working 16 hours or more, but less than 30 hours weekly, and thereafter shall mean an employee working less than 30 hours weekly.

(e) The term "employees" includes both full time and part time employees, except where otherwise expressly provided.

(f) The term "regular employee" means an employee who has completed his trial period.

ARTICLE II

Union Recognition and Union Shop

(a) The Employer recognizes the Union as the exclusive collective bargaining representative for all the Employer's employees covered by this agreement.

(b) All present full time and part time employees who are members in good standing in the Union, shall, as a condition of continued employment, maintain membership in good standing in the Union during the life of this agreement through regular payments to the Union of the periodic dues and the initiation fees uniformly required as a condition of acquiring and retaining membership. All new full time and part time employees, and all present full time and part time employees who are not members in good standing in the Union, shall, as a condition of continued employment, join the Union thirty days after the

date of their employment or the effective date of this agreement or the date of the execution of this agreement, whichever is later, except that effective January 1, 1978, part time employees shall not be required to join the Union until they have completed the trial period and shall thereafter maintain membership in good standing in the Union during the life of this agreement through regular payments to the Union of the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership. The Union shall make membership in the Union available to all full time and part time employees covered by this agreement on the same terms and conditions as are generally applicable to the other members of the Union. Upon receipt of a written notice from the Union to the Employer that a full time or part time employee is not a member in good standing in the Union, as herein provided, such employee shall forthwith be discharged. Membership in good standing in the Union shall not be construed in violation of the provisions of applicable law.

ARTICLE III

Union Card

The Union shall lend to the Employer a Union Store Card issued by the Union and which shall remain the Union's property. The termination of this Agreement or any breach or violation of any of the provisions of this Agreement by the Employer shall be sufficient cause for the removal of said Card by the Union.

ARTICLE IV

Trial Period and Tenure of Employment

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(a) Full time employees not previously employed by the Employer shall be employed on trial for a period of 30 calendar days. However, when a new store is opened by the Employer and for a period of 60 days from the date of such opening, the trial period shall be 60 days from the respective dates of hire for all new full time employees hired for such store; provided further, however, that after such store has been open for 60 days, any employee therein still on trial and any employee thereafter hired shall serve no more than a total aggregate trial period of 30 days, including days of work prior to the time the new store was open for 60 days. During such trial period, such employee on trial may be dismissed without notice or cause. Upon the expiration of such trial period, however, or upon notice to the Union by the Employer to that effect prior to the expiration of such trial period, such newly employed employees shall automatically become and be deemed to be regular full time employees.

(b) Part time employees hired on or after January 1, 1978, shall be on trial until they have completed 30 days of work for the Employer. Part time employees hired before January 1, 1978 who have not completed their trial period shall be deemed to have completed their trial period when they have had an aggregate of 30 days of work for their Employer including days of work prior to January 1, 1978.

When a new store is opened part time employees who have not completed their trial period shall be subject to the same requirements as above stated in paragraph (a) for full time employees, but, in addition, their trial period shall not be deemed completed until they have completed 30 days of work, or the above stated equivalent.

(c) The Employer shall promptly notify the Union in writing when it has hired employees, furnishing the names and addresses and social security numbers of the employees hired and the date of their hiring.

(d) Regular full time employees working 40 hours weekly who are so employed at the date of the execution of this Agreement or who are so hired after the date of the execution of this Agreement shall be guaranteed 40 hours' work weekly during the entire term of this Agreement, subject, however, to the provisions of this Article. H22
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(e) The work week of regular full time employees working 30 hours or more weekly shall not be reduced without prior written notice to and the prior consent of the Union. The provisions of this paragraph shall not apply to those employees covered by paragraph (d) of this Article. Part time employees employed prior to January 1, 1978, who were working 16 hours or more per week, shall be guaranteed to be offered a minimum of 16 hours of work per week thereafter.

(f) In the event of a continued decline in business or a continued lack of work and in the event the Employer is only employing regular full time and regular part time employees, the Employer may, but only after one week's prior written notice to the Union, lay off employees in the following order:

1. Regular part time employees

2. Regular full time employees working 30 hours or more and less than 40 hours weekly.
3. Regular full time employees working 40 hours weekly; and subject to the following provisions:
 - A. Seniority, for purposes of layoff, shall date from the day of hire.
 - B. Layoff of regular full time employees shall be made within job classifications in departments and on the basis of seniority.
 - (i) Seniority of regular full time employees shall be computed on the basis of total length of full time employment within the job classification in the department in the Employer's stores, as well as length of full time employment within such classification in such department with prior employers whose business or stores have been purchased or in any way acquired, in whole or in part, by the Employer.
 - (ii) Full time employees who have been transferred or promoted to another job classification shall retain seniority in their former job classifications in their former departments, and, if subject to such layoffs, shall be retransferred to their former job classifications and departments in accordance with their seniority in such former job classifications and departments.
 - C. Layoff of regular part time employees shall

be made on the basis of seniority. Seniority of regular part time employees shall be computed on the basis of total length of employment in the Employer's stores within a particular borough or county, as well as length of employment in stores within the particular borough or county with prior employers whose business or stores have been purchased or in any way acquired, in whole or in part, by the employer.

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D. The Employer shall give the regular employees affected one week's prior written notification of such layoff, and they shall not be laid off until the expiration of such one week period.

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E. In the case of a store closing, paragraph (F) of this Article shall not apply but in such case the Employer may lay off, after one week's prior notice to the Union, in proper seniority order, within classifications, the same number of regular full time employees and the same number of regular part time employees as employed in the store being closed. ✓

F. The Employer shall recall laid-off regular employees before hiring new employees. The provisions hereof governing layoffs shall apply to recalls, except that the Employer shall recall each of the laid-off employees, who shall retain their seniority for 6 months from the date of their layoff, in the inverse

order of their layoff. Any employee who fails to report to work within one week after the date of mailing by registered mail of written notice of recall, except for justifiable excuse, shall be deemed to have waived his right to reemployment. Such notice shall be so sent to the last address on file with the Employer.

(g) Before completion of their trial period new employees may be dismissed without notice or cause and without consent of a representative of the Union. No regular employee shall be discharged except for just cause. In the event that a duly authorized representative of the Union shall consent to a discharge the Employer shall thereafter give the employee affected one week's prior notice of its intention to discharge and the employee shall not be discharged until the expiration of such one week period. In the event that a duly authorized representative of the Union shall not consent to the discharge the dispute with respect to such discharge shall be submitted to arbitration and final and binding decision by the New York State Mediation Board or the American Arbitration Association at the option of the Union. Pending such arbitration the employee shall be continued in the employ of the Employer.

(h) The Employer may summarily discharge an employee for drinking on the job, sale of drugs, or use of drugs on the job other than for medicinal purposes, dishonesty or physical assault in the store, subject, however, to the right to arbitrate hereunder whether such discharge was for just cause. The arbitrator shall be empowered to

render such award as shall be just and reasonable in the premises.

(i) If an employee is suspended by the Employer, the Employer's Labor Relations Director and the Union must meet within 3 work days from the time of the suspension to discuss the suspension. If no agreement is reached, the dispute may then be submitted to arbitration hereunder by either the Employer or the Union. Should the arbitrator decide that the suspension was not for just cause or that the length of suspension was too long, the Employer shall pay the employee for lost time as determined by the arbitrator.

(j) Upon termination of employment of any permanent full time employee, the Employer shall replace such employee forthwith with a new full time employee. This paragraph shall not apply in case of layoff for lack of business hereunder.

(k) No employee shall be discharged for refusing to cross a legal picket line in front of his Employer's stores established by another Labor organization in a primary Labor dispute with the Employer or a subsidiary or an affiliate thereof, and the Union shall not be liable therefor.

ARTICLE V

Hours of Work

(a) The maximum regular weekly hours of work for all employees shall be forty hours, divided into a work week of five days, Monday through Saturday.

(b) The maximum regular daily hours of work for all employees shall be eight hours.

(c) Work performed on Sunday shall not be part of

the regular work week. The Employer agrees to give preference for Sunday work to regular employees covered by this agreement.

(d) The hours of work of all employees shall be continuous.

(e) Any employee working at least eight hours on any day shall be entitled to one continuous hour for meals on such day. Any employee working at least six hours but less than eight hours on any day shall be entitled to one continuous meal period of forty-five minutes on such day. Such meal time shall not be considered working hours.

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(f) All full time employees shall be given two 15-minute rest periods daily, and all part-time employees shall be given a 15-minute rest period for each 4 hours worked each day, but in no event more than 2 such periods in any day. Such rest periods shall be considered working time.

(g) Full time employees working a 40-hour 5-day week may be required by the Employer to work a sixth day during the Monday through Saturday week; such sixth day must be an 8-hour work day. Employees shall work overtime as required by the Employer. The Employer shall give the employees affected 24 hours' prior notice of work required on the sixth day of the week and 4 hours' prior notice of all overtime work required on the same day.

ARTICLE VI

Wages

The wage and related provisions for all employees covered by this Agreement are set forth in Appendix "A" hereto annexed and made a part hereof.

ARTICLE VII

Overtime and Premium Pay

(a) Any work in excess of 8 hours in any day, or 40 hours in any week, and any work on Sunday or on any day of rest or on any holiday as herein provided, is and shall be considered overtime work. Overtime work shall be compensated at the rate of one and one-half times the regular hourly wage. On the holidays provided hereunder, such overtime pay shall be in addition to the pay herein provided for such holidays. Effective January 1, 1978, Sunday work shall be compensated at twice the regular hourly rate.

(b) Full time employees, other than assistant managers and department heads, reporting for work at 2 P.M. or later shall receive therefore, in addition to their regular hourly wage, premium pay of 10% of their regular hourly wage. Such premium pay shall be deemed part of their regular hourly wage with respect to applicable hours hereunder in the calculation of overtime pay under the provisions of this Agreement. Such premium pay shall be paid only for the weeks when such employees work such late shift. There shall be no change from such late work shift

during the work week. No employee shall be changed to such late shift without the consent of the Union.

(c) Full time employees (other than assistant managers, department heads and employees covered by paragraph (b) of this Article) reporting for work on any day before 4 P.M., if required to work after 7 P.M. on any day, shall receive, in addition to their regular hourly wage, premium pay of \$1.00 per hour for all work after 7 P.M. on any day, except that for all hours worked in excess of 8 hours on any day, they shall be compensated at the overtime rate of one and one-half times their regular hourly wage.

(d) There shall be no pyramiding or duplication of overtime and/or premium pay.

ARTICLE VIII

Holidays

(a) The following holidays shall be paid holidays for all regular full time employees, regardless of length of employment, and all regular part time employees employed for 3 continuous months or longer:

New Year's Day
Memorial Day
Independence Day

Labor Day
Presidential Election Day
Thanksgiving Day
Christmas Day

(b) All regular full time employees shall receive 5 additional paid personal holidays in each calendar year (increased to 6 effective January 1, 1978) so that they shall receive 11 paid holidays (increased to 12 effective

January 1, 1978) in each calendar year, and 13 paid holidays in years in which there is a Presidential Election. Regular full time employees with less than one year's employment during any calendar year shall receive pro rata paid holidays based upon actual length of employment. One of the paid personal holidays shall be the employee's birthday. In the event that any said employee's birthday falls on a Sunday, or his or her scheduled day off, or on one of the holidays listed in paragraph (a) of this Article, then said employee will be entitled to his or her birthday holiday on the scheduled work day immediately following or on a day mutually agreed to by the Employer and the Union. Regular full time employees shall be given 2 of such personal holidays during the first 6 months of the calendar year and 2 of such personal holidays during the second 6 months of the calendar year. The remaining personal holiday may be taken any time during the calendar year. These holidays may be taken at the employee's option, provided that 2 weeks' advance notice is given to the Employer and that the personal holiday selected is not during a week in which another paid holiday occurs, and provided further that the Employer may refuse to grant the personal holiday on the date requested by such employee if the operation of the store will be disrupted. If the employee elects to observe a religious holiday, it will be counted as one of his or her personal holidays. An employee who selects a religious holiday shall be given preference for that day off.

(c) Regular part time employees employed for 3 continuous months or longer shall be paid 4 hours' pay for each of the holidays listed in paragraph (a) of this Article

thereafter occurring. Regular part time employees employed for 7 continuous months or longer shall thereafter receive 2 additional paid personal holidays yearly, with 4 hours' pay for each such holiday. Part time employees employed for less than 7 continuous months shall not be entitled to any personal holidays. Of the personal holidays to which a part time employee may be entitled, one shall be granted in the first 6 months of the calendar year, and one shall be granted in the second 6 months of the calendar year. Subject to the foregoing, personal holidays may be taken at the employee's option, provided that 2 weeks' advance notice to the Employer is given, the personal holiday is not in a week in which another holiday occurs, and provided further that the Employer may refuse to grant the personal holiday on the date requested by the employee if the operation of the store will be disrupted.

(d) All hours worked by full time employees in excess of 32 hours during a week in which one of the enumerated legal holidays or one of the personal holidays falls will be paid for at the rate of one and one-half times the regular hourly wage.

(e) In the event that any full time employee leaves his position or is discharged or laid off without having received his pro rata holidays for any year, then, nevertheless, such employee shall receive the balance of his pro rata holiday pay at the time he either leaves his position or is discharged or laid off and shall receive personal holiday pay pro rated on the basis of one day for each three months work.

ARTICLE IX

Vacations

(a) Full time employees employed for six months or more, but less than one year, prior to September 30th in any year of this agreement, shall receive one continuous week's vacation for six months' employment and one additional day's vacation for each month's employment in excess of six months, but not exceeding two week's vacation, with full pay in advance in each such year of this agreement.

(b) Full time employees employed for one year or more prior to September 30th in any year of this agreement, shall receive two continuous weeks' vacation with full pay in advance in each year of this agreement.

(c) Full time employees employed for eight years (effective January 1, 1978, seven years) or more prior to September 30th in any year of this agreement, shall receive three continuous weeks' vacation with full pay in advance in each such year of this agreement.

(d) Full time employees employed for fifteen years (effective January 1, 1979, twelve years) or more prior to September 30th in any year of this agreement, shall receive four weeks' vacation with full pay in advance in each such year in each such year of this agreement.

(e) Full time employees working continuously a six day work week shall be paid vacation pay computed on the basis of their weekly earnings for such 6-day work week.

(f) Regular full time employees regularly scheduled and working less than 40 hours weekly at any time during the year immediately prior to their vacation shall have

their vacation pay based upon their average weekly straight time hours worked during such year.

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(g) Regular part time employees working 800 hours or more in any yearly period prior to September 30th, shall receive one continuous week's vacation with one week's pay, in advance in each such year of this Agreement. If such employee also works 800 hours or more in any subsequent yearly period prior to September 30th, he shall receive 2 continuous weeks' vacation with 2 weeks' pay, in advance in each subsequent year of this Agreement. Any such employee who has worked 800 hours or more in 8 (7 effective January 1, 1978) yearly periods prior to September 30th shall receive 3 continuous weeks' vacation with 3 weeks' full pay (4 weeks for 12 such periods effective January 1, 1979) in advance, in such year of this Agreement and in each subsequent year of this Agreement when he has worked 800 hours or more yearly prior to September 30th. Regular part time employees who have been employed for 1 year or more having less than the required 800 hours shall receive pro rata vacations.

(h) For the purpose of computing an employee's length of employment hereunder, he shall be credited with his length of employment with the Employer, as well as with his length of employment with his prior employers whose business or stores have been purchased or in any way acquired, in whole or in part, directly or indirectly, by the Employer.

(i) Vacation shall be given during June, July, August or September of each year of this Agreement, except that in the case of employees entitled to 4 weeks' vacation

hereunder, three weeks of such vacation shall be continuous and shall be given during said months and the fourth week's vacation may be given at any time during the calendar year. The vacation period shall be fixed by the Employer and communicated to the Union and the employees at least four weeks in advance.

(j) In the event that any employee who has been employed for six months or more leaves his position or is discharged or laid off prior to the vacation period for that year or during or after the vacation period but without having received his full vacation for that year, then, nevertheless, such employee shall receive his full pro rata vacation pay at the time he either leaves his position or is discharged or laid off.

(k) In the event that any holidays provided herein shall occur during an employee's vacation period, such employee's vacation period shall be increased, with full pay, to include an equivalent number of days to make up for such holidays.

(l) Part time employees may work up to forty hours weekly during the months of June, July and August, but shall nevertheless be considered part time employees while so working. The Employer shall, while they are so working, at its sole expense, without deductions from them, fully cover them under the New York State Disability Benefits Law.

412
ARTICLE X

Management

Subject to the provisions of this agreement, the Employer has the right to establish policies and manage stores covered by this agreement and direct the employees, including, but not limited to, the right to hire, discharge for just cause, suspend for just cause (subject to authorization by the Employer's President or Vice President for personnel and industrial relations or their other specific designee), promote, demote, layoff, transfer and assign employees, to fix openings and closing store hours, to designate employees' working hours, maintain order and efficiency and supervise the employees.

ARTICLE XI

No Individual Agreements

The Employer will not enter into individual agreement of any kind with an employee, nor accept nor require any security of any kind from any employee.

ARTICLE XII

Checkoff

Upon the written authorization of the employees in accordance with applicable law, the Employer shall, on the first weekly pay day in each calendar month, deduct from the wages of each such employee a sum equal to such employee's Union dues, fees and assessments, which the Employer shall pay over the Union or its duly authorized

representative, receiving the Union's receipt therefor. Such deductions must be paid over to the Union on or before the 20th day of each and every month, covering the amounts so deducted for that month.

ARTICLE XIII

Children

The Employer will not employ children under the age of 16 years in its stores.

ARTICLE XIV

Visits by Union Representatives

The business agent or any authorized representative of the Union may visit the stores of the Employer at any time during business hours for the purpose of interviewing or observing the employees or for the purpose of conferring with the Employer.

ARTICLE XV

More Beneficial Terms

The Employer shall continue to grant its employees any and all terms and conditions previously granted by it more beneficial to its employees than those herein contained.

ARTICLE XVI

Health and Welfare Fund, Retirement Fund and Dental Fund

(a) *Health and Welfare Fund*

1. *Full time employees.* The Employer shall, effective January 1, 1977, pay to the Local 338 Health and Welfare Fund the sum of \$38.00 per month; effective January 1, 1978, \$48.00 per month; effective January 1, 1979, \$53.00 per month effective January 1, 1980, \$63.00 per month, for each of its full time employees covered by this Agreement.
2. *Part time employees.* The Employer shall pay to the Local 338 Health and Welfare Fund the sum of \$5.00 per month, increased effective October 1, 1979, to \$7.50 per month, for each of its part time employees covered by this Agreement.

(b) *Retirement Fund*

1. *Full time employees.* The Employer shall, for each of its full time employees covered by this Agreement, effective October 1, 1977, pay to the Local 338 Retirement Fund, the sum of \$27.00 per month; effective April 1, 1978, \$30.00 per month; effective October 1, 1978, \$32.00 per month; effective January 1, 1980, \$37.00 per month.
2. *Part time employees.* The Employer shall pay for each of its part time employees \$2.00 per month effective October 1, 1977; \$5.00 per

month effective April 1, 1978; and \$10.00 per month, effective January 1, 1980.

(c) *Dental Fund*

1. *Full time employees.* The Employer shall, during the term of this Agreement, pay to the Local 338 Dental Fund the sum of \$10.00 per month for each of its full time employees covered by this Agreement.
2. *Part time employees.* The Employer shall, during the term of this Agreement, pay to the Local 338 Dental Fund the sum of \$5.00 per month for each of its part time employees covered by this Agreement.

(d) *Commencement of Payments.* All payments above provided to the Health and Welfare Fund, the Retirement Fund, and the Dental Fund, shall commence as follows:

1. In the case of full time employees payments shall commence with the first calendar month following the first month of employment.
2. In the case of part time employees payments shall commence with the first calendar month after the employee has been employed for 3 consecutive calendar months except that contributions to the Retirement Fund shall not commence until 6 months after completion of the trial period.
3. As to full time and part time employees, if an employee is hired on or before the 15th of a month, he shall be deemed to have been employed for the entire month; if he is hired after

the 15th of a month, he shall be deemed to have been hired on the first of the following month.

(e) *Payments during non-working periods.* In the event a full time employee shall not be working due to illness or disability, the Employer shall continue to make payments hereunder to the Local 338 Health and Welfare Fund, to the Local 338 Retirement Fund, and to the Local 338 Dental Fund for each such employee, but not for more than 13 weeks of illness or disability during any contract year of this Agreement.

(f) *Payments not wages.* The payments to the Local 338 Health and Welfare Fund, to the Local 338 Retirement Fund, and to the Local 338 Dental Fund, as above provided, shall not constitute or be deemed wages due to the employees.

(g) *Books and records.* The Union and the said respective Funds shall have the right at all times to examine the Employer's books and records for the purpose of determining whether the Employer is complying with the provisions of this Agreement.

(h) *Disability Benefits Law.* The Employer shall, during the term of this Agreement, at its sole expense and without deduction from its part time employees, fully cover its part time employees under the New York State Disability Benefits Law.

(i) *Date of payments.* All payments due from the Employer to the Local 338 Health and Welfare Fund, the Local 338 Retirement Fund, and the Local 338 Dental Fund, must be paid on or before the 20th day of each and every month covering the amounts payable hereunder for

the preceding month. All payments shall be without any deductions from employees.

ARTICLE XVII

Sick Leave

(a) In the first contract year of his full time employment each regular employee who has worked continuously for 3 months shall be entitled to receive a maximum of 8 days of sick leave with pay in each contract year (9 days effective October 1, 1979), provided that if the employee has not worked 12 months during his first contract year, sick leave will be pro-rated. In succeeding contract years the employee shall receive the full amount of sick leave above mentioned without pro ration. All unused sick leave at the end of each contract year shall be paid in a lump sum. A contract year means the period October 1 to September 30.

(b) Effective October 1, 1978 regular part time employees with at least one year of employment shall thereafter be eligible for 2 scheduled days per contract year as sick leave at the rate of 4 hours at straight time per day. All paid sick leave for regular part time employees shall commence after the first scheduled day of absence per illness. Unused sick leave shall not be paid for.

(c) An employee who is injured on the job and is directed by a medical doctor not to continue work shall be paid his usual day's wages at straight time for the day on which the injury occurred and such day shall not be considered sick leave.

ARTICLE XVIII

Funeral Leave

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(a) Regular full time employees who, after 3 months of continuous employment, have a death in the immediate family, shall be entitled to 3 working days off with pay for actual time lost. The "immediate family" shall be limited to the employee's father, mother, sister, brother, spouse, children and spouse's parents.

(b) Regular part time employees who, after 3 months of continuous employment, have a death in the immediate family, shall be entitled to funeral leave as provided for full time employees, but on a pro-rated basis. Such employees shall be compensated for actual time lost as set forth on the weekly work schedule.

ARTICLE XIX

Jury Duty

02/11

A Regular full time employee employed continuously for three months or longer who is required to perform jury duty shall be paid the difference between his regular straight time earnings and any payment paid for service as a juror not exceeding two weeks in any year; provided, however, that the juror's fee earned by him on his regular day off shall be excluded in computing the pay to be granted him. The employee shall work on any of his regularly scheduled work days, when he is not required to serve on a jury.

ARTICLE XX

Maternity Leave of Absence

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When a female employee with one year or more continuous employment leaves because of maternity, she will be granted a leave of absence without loss of seniority for a period not exceeding six months. This period of time shall not exceed three months prior to the birth of the child and three months after the birth. She shall give the Employer two weeks prior notice before taking such leave of absence. Upon request for reinstatement, which shall be no less than two weeks before she intends to return to work, she shall furnish a doctor's certificate showing she is able to perform the normal duties of her job. During the leave of absence, all fringe benefits, including time worked for vacation credit, will be forfeited.

ARTICLE XXI

No Lie Detector Test

The Employer shall not require nor request its employees to submit to any lie detector tests.

ARTICLE XXII

No Discrimination

The Employer shall not discriminate against any employee because of race, color, religion, sex, age or national origin.

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ARTICLE XXIII

Store Linen

The Employer shall, at its own cost and expense, furnish and launder the customary store coats, aprons, gowns and all apparel required by the Employer to be worn by any employee.

ARTICLE XXIV

Transfers

The Employer shall have the right to transfer any employee from one store to another, provided, however, that all transfers shall be limited to within a reasonable radius of the employee's home or last store location. In case of permanent transfers, three work days' prior notice shall be given by the Employer to the employee and to the Union. Temporary transfers of one week or less of employees for the convenience of the Employer need not be reported by the Employer to the Union. In the event any employee is transferred from one store to another store, the Employer shall reimburse him for the additional fares, tolls and gasoline costs resulting from such transfer.

ARTICLE XXV

Arbitration

(a) There shall be no strike or picketing by the Union nor lockout by the Employer during the duration of this agreement, except for and after the failure of the other party to submit to arbitration hereunder or to abide

by and perform the decision or award of the arbitrator herein provided for.

(b) Should any dispute arise between the Employer and the Union or any employees concerning the interpretation or application of any of the terms and provisions of this agreement, or any alleged breach of this agreement, and the Employer and the Union shall be unable to adjust said dispute between themselves, the said dispute, at the request of either the Employer or the Union, shall be submitted to arbitration under the auspices of and in accordance with the then rules of the New York State Mediation Board or the American Arbitration Association at the option of the Union. The decision or award of the arbitrator shall be final and binding and conclusive upon the Employer, the Union and the employees. The compensation of the arbitrator, if any, shall be borne equally by the parties. No decision in arbitration shall constitute a precedent in any subsequent case, and each case shall be considered solely on its merits and shall be based upon the terms of this agreement.

(c) The sole remedy for any breach or threatened breach of this agreement shall be arbitration as provided hereunder. Resort shall not be made to courts or governmental agencies except to compel arbitration or to enforce the arbitration award.

(d) A violation or breach of this agreement by any employee or employees shall not be considered a violation or breach of this agreement by the Union.

(e) A grievance by an employee against an employer concerning disciplinary action, must be filed by the employee within 30 days after written notice by the employer

to the employee and to the union of such discipline, otherwise the grievance shall be deemed to be waived.

ARTICLE XXVI

Separability

It is expressly understood and agreed between the parties hereto that the provisions of this agreement shall be deemed to be independent of each other, and that if any provision of this agreement shall be judicially declared to be invalid because contrary to law, or shall otherwise become ineffective under any legally binding order or decision of any Court, Board or governmental agency, or by operation of law, the invalidity or ineffectiveness of such provision shall not invalidate any other provisions of this agreement; it being the express intention of the parties hereto that all other provisions of this agreement shall not be affected thereby, but shall continue in full force and effect for the period of this agreement. It is further expressly understood and agreed that if any provision or the enforcement or performance of any provision of this agreement shall at any time be contrary to law, then such provision shall not be applicable except to the extent permitted by law; and that if at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law. It is the understanding and agreement of the parties that the provisions of this agreement are retroactive or effective as herein expressly provided except as prohibited by controlling law, in which event

such respective provisions shall be retroactive to, and/or effective, when and to the extent permitted by controlling law.

ARTICLE XXVII

Termination

This agreement shall be effective as of
.....and shall terminate on September 30, 1980.

ARTICLE XXVIII

Successors and Assigns

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the day and year first above written.

.....
Employer

By

.....
Title

**RETAIL, WHOLESALE & CHAIN STORE
FOOD EMPLOYEES UNION, LOCAL 338**

By

.....
Title

APPENDIX "A"

Wage and Related Provisions

(a) The minimum weekly wage for a 40 hour—5 day work week for assistant managers shall be:

effective October 3, 1977	\$270.00
effective October 2, 1978	\$283.00
effective April 2, 1979	\$288.00
effective October 1, 1979	\$303.00
effective March 31, 1980	\$315.00

(b) The minimum weekly wage for a 40 hour—5 day work week for grocery, produce, dairy-frozen food, appetizing and delicatessen department heads designated by the Employer shall be:

effective October 3, 1977	\$258.00
effective October 2, 1978	\$271.00
effective April 2, 1979	\$276.00
effective October 1, 1979	\$291.00
effective March 31, 1980	\$302.00

(c) The Employer will grant each assistant manager, and grocer, produce, dairy-frozen food and appetizing and delicatessen department head the following applicable wage increases per week for a 40 hour—5 day work week:

	<i>Assistant Managers</i>	<i>Department Heads</i>
effective October 3, 1977	\$25.00	\$23.00
effective October 2, 1978	\$13.00	\$13.00
effective April 2, 1979	\$ 5.00	\$ 5.00
effective October 1, 1979	\$15.00	\$15.00
effective March 31, 1980	\$12.00	\$11.00

(d) The Employer will grant each grocery, dairy-frozen food, produce, appetizing and delicatessen clerk and each scale attendant, cashier, porter, checker, store clerical, wrapper and miscellaneous employee employed prior to the effective date of this agreement the following applicable wage increases per week for a 40 hour—5 day work week:

effective October 3, 1977	\$22.00
effective October 2, 1978	\$12.00
effective April 2, 1979	\$ 5.00
effective October 1, 1979	\$15.00
effective March 31, 1980	\$10.00

The minimum rate for such employees, effective January 2, 1978, shall be \$150.00, effective July 3, 1978, shall be \$165.00, effective January 1, 1979, shall be \$185.00 and effective July 2, 1979, shall be \$200.00.

(e) Effective September 1, 1980, the minimum weekly wage for grocery, dairy-frozen food, produce and appetizing-delicatessen clerks, and scale attendants, cashiers, porters, checkers, store clericals, wrappers and miscellaneous employees for a 40 hour—5 day work week for those employed thirty months or more prior to September 1, 1980 shall be:

Those presently earning \$120.00—
\$150.00 shall earn no less than \$240.00;
those presently earning more than \$150.00
shall earn no less than \$250.00; those presently
earning more than \$175.00 shall
earn no less than \$265.00; those presently
earning more than \$200.00 shall earn no
less than \$275.00.

(f) Assistant managers and grocery, produce, dairy-frozen food, appetizing-delicatessen department heads so employed prior to October 1, 1971 or January 2, 1972 (whichever is appropriate) shall each be guaranteed their overtime worked prior to October 1, 1971 or January 2, 1972 (whichever is appropriate) during the 5 day work week, but only up to 12 hours during such 5 day work week.

(g) The Employer will grant each part time employee employed prior to the effective date of this agreement, the following applicable wage increases per hour:

effective October 3, 1977	40¢
effective October 2, 1978	20¢
effective April 2, 1979	15¢
effective October 1, 1979	25¢
effective March 31, 1980	10¢

The minimum rate for such employees effective July 3, 1978 shall be \$2.95 per hour.

(h) Effective September 1, 1980, the minimum wage for part time employees employed thirty months or more prior to September 1, 1980 shall be \$4.50 per hour.

(i) Grocery, dairy-frozen food, produce and appetizing-delicatessen clerks, and scale attendants, cashiers, checkers, store clericals and wrappers hired on or after the effective date of this agreement and working a 40 hour-5 day work week shall receive the following applicable minimum weekly wage for their classification, subject, however, to the provisions of paragraph (k) of this appendix:

Step 1	After completion of trial period	\$142.00	(\$150.00 effective January 2, 1978; \$160.00 effective October 1, 1979)
Step 2	6 months after Step 1	\$165.00	
Step 3	6 months after Step 2	\$180.00	
Step 4	6 months after Step 3	\$195.00	
Step 5	6 months after Step 4	\$210.00	
Step 6	6 months after Step 5	\$225.00	

(j) Porters and delivery men hired on or after the effective date of this agreement and working a 40 hour-5 day work week shall receive the following applicable minimum weekly wage for their classification subject, however, to provisions of paragraph (l) of this appendix:

		<i>effective</i> <i>October 1, 1977</i>	<i>effective</i> <i>October 1, 1979</i>
Step 1	after completion of trial period	\$140	\$150
Step 2	6 months after Step 1	\$150	\$155
Step 3	6 months after Step 2	\$165	\$165

Step 4	6 months after Step 3	<i>effective</i> October 1, 1977	<i>effective</i> October 1, 1979
		\$180	\$180
Step 5	6 months after Step 4	\$195	\$195
Step 6	6 months after Step 5	\$210	\$210

(k) Regular part time employees hired on or after the effective date of this agreement shall receive the following applicable minimum hourly wages and increases after completing their trial periods:

The minimum per hour wage rate shall be:	
effective October 3, 1977	\$2.45
effective January 2, 1978	\$2.75
effective January 1, 1979	\$3.00
effective December 31, 1979	\$3.20

Further, there shall be a maximum Step wage increase of 15¢ per hour on January 1 and July 1 subject to the provisions of paragraph (l) of this Appendix, except where those employees who, on any January 1, shall receive greater wage increases by advancing to the new minimum wage rates described above.

(l) All full and part time employees hired on or after the effective date of this agreement shall receive their trainee progression increases in accordance with the following schedule:

(i) all employees arriving at Step 1 or a higher step in the months of May, June, July, August, September or October shall advance to Step 2 or their next succeeding wage step on January 1;

(ii) all employees arriving at step 1 or a higher step in the months of November, December, January, February, March or April shall advance to Step 2 or their next succeeding wage step on July 1;

(iii) thereafter said employees shall advance to the next applicable succeeding wage step every six months until he reaches the applicable maximum of his trainee progression rate range. After attaining the maximum of his trainee progression rate range, or if he has been hired at or above such maximum, he shall receive all subsequent wage increases for his job classification under paragraph (d) or (g) of this Appendix.

(m) Any employee hired on or after the effective date of this agreement at a rate equal to or in excess of the applicable trainee progression rate after completion of the trial period, must 6 months immediately following the completion of the trial period be at the rate equal to one wage step higher than the rate at which he was hired, subject, however, to the provisions of paragraph (k) of this Appendix. On each succeeding sixth month, said employee shall advance to the next wage step, until he reaches the applicable maximum of his trainee progression rate range. After attaining the maximum of his trainee progression rate range, or if he has been hired at or above such maximum, he shall receive all subsequent wage increases for his job classification under paragraph (d) or (g) of this Appendix.

(n) All part time employees shall in any event receive a minimum wage increase of 10¢ per hour and all full time employees shall in any event receive a minimum wage increase of 20¢ per hour, after completion of the trial period.

(o) Full time employees whose trial period is longer than thirty days under the provisions of this agreement and who complete their trial period hereunder, shall receive their first trainee progression wage increases and/or other wage increases hereunder retroactive to the 31st day of their employment.

(p) The provisions of this Appendix relating to employees working a 40 hour week shall apply pro rata to employees working 30 hours or more weekly in the proportion that their weekly hours of work bear to 40 hours.

(q) The minimum hourly wage rate for every employee shall at all times be at least 10¢ per hour greater than the applicable present or future minimum hourly wage rate required by any present or future federal or state law, and this agreement shall be deemed amended accordingly in the event of change in law.

(r) In the event that an employee regularly employed part time changes to regular full time employment, then, for all purposes of computation of his length of full time employment, he shall, in addition to his length of full time employment, be credited with 50% of the length of his part time employment, and his minimum wages, wages and all benefits and conditions hereunder shall be computed accordingly starting with the date of such transfer.

(s) Any employee designated by the Employer to relieve a store manager for one or more weeks shall be paid the applicable minimum wage for store managers hereunder.

(t) Any employee working a 40 hour work week designated by the Employer to work as a front end employee or bookkeeper shall be paid a \$10.00 bonus for a

40 hour work week above his otherwise applicable wage
Any part time employee designated by the Employer as a front end employee or bookkeeper shall be paid a 25¢ per hour bonus above his otherwise applicable wage

(u) Any employee designated by the Employer to relieve a grocery, produce, dairy-frozen food, appetizing or delicatessen department head or assistant manager for one or more weeks shall be paid a \$15.00 bonus for a 40 hour work week above his applicable wage. Only regularly employed full time employees shall be designated by the Employer as relief department heads or assistant managers.

(v) All employees shall receive their applicable wage increases hereunder or their applicable minimum wage scales hereunder, whichever is greater.

(w) Merit wage increases shall not be credited or charged against trainee progression, anniversary or other wage increases hereunder.

(x) In no event shall the wages of any employee be decreased during the life of this agreement. No employee shall in any event receive less than the applicable minimum wage herein provided for his classification. The minimum wage scales as herein fixed shall not be reduced during the life of this Agreement. In the event an employee classified as a porter or delivery man is required to do work as a clerk, he shall be paid for the entire day at the higher rate.

(y) Employees required to report for work on any day and who report for work on that day and who, through no fault of their own, are not permitted to work on that day, shall, nevertheless, be paid their full day's pay for that day.

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(z) The Employer shall pay each of its employees on a fixed day of each and every week, the wages due such employee for the previous week.

(aa) Should an employee be promoted by the Employer to department head or assistant manager, and should the difference between such employee's weekly wage for a 40 hour 5 day week in his old job classification and in his new job classification exceed \$25.00, such employee shall be paid the weekly wage hereunder for the higher job classification less such excess immediately upon such promotion, and shall first be paid such excess starting with the satisfactory completion of a 60-day trial period in his new job classification.

(bb) Notwithstanding the provisions of Article I or any other provision of this Agreement, should the Employer employ any extra employee for an 8 hour day, the Employer shall pay to the respective Funds the respective amounts provided below with respect to each such employee for each such day:

Local 338 — Health and Welfare Fund	\$2.00
Local 338 — Retirement Fund	1.50
Local 338 — Dental Fund	.75

(cc) All working time shall be recorded by assistant managers and department heads. Permanent written records of all paid hours of employees, as required by ERISA, shall be maintained by the Employer and reported and made available to the Trustees of the Local 338 Retirement Fund.

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*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

O.M.B. No. 44-R0003
App. exp. March 31, 1980

July 11, 1978

JUL 26 1978

Secretary
Retail, Wholesale and Department Store
Union, local #338
1790 Broadway
New York, New York 10019

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s): **with Waldbaum, Inc., and your local #338.** The agreement we have on file expired September 1977.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Julius Shiskin
JULIUS SHISKIN
Commissioner

**PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).**

If more than one agreement, use back of form for each document. (Please Print)

- 1. Approximate number of employees involved 4500
- 2. Number and location of establishments covered by agreement 100
- 3. Product, service, or type of business Super TRKT.
- 4. If your agreement has been extended, indicate new expiration date Sept. 30/80

Rosenberg
Your Name and Position
1790 Bway
nyc
Address

212-544-4600
Area Code/Telephone Number

City/State/ZIP Code