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10-1-1971

## Waldbaum, Inc. and Retail, Wholesale, and Chain Store Food Employees Union, AFL-CIO, Local 338 (1971)

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**Waldbaum, Inc. and Retail, Wholesale, and Chain Store Food Employees Union,  
AFL-CIO, Local 338 (1971)**

**Location**

New York, NY

**Effective Date**

10-1-1971

**Expiration Date**

9-30-1974

**Employer**

Waldbaum, Inc.

**Union**

Retail, Wholesale, and Chain Store Food Employees Union

**Union Local**

338

**NAICS**

44

**Sector**

P

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*First*

# COLLECTIVE BARGAINING AGREEMENT

*2453a*  
*10/24/74*

between

*UAW*  
MAY 8 1974

*6836*  
WALDBAUM, INC.

and

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



341

*I-X-9/30/74*  
*10/1/71-*

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THIS AGREEMENT IS SUBJECT TO APPLICABLE CONTROLS, RULES, REGULATIONS, ORDERS AND DIRECTIONS UNDER THE FEDERAL ECONOMIC STABILIZATION ACT.

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AGREEMENT entered into as of October 1, 1971 between RETAIL, WHOLESALE & CHAIN STORE FOOD EMPLOYEES UNION, LOCAL 338 ("UNION"), affiliated with the Retail, Wholesale and Department Store Union and the American Federation of Labor and Congress of Industrial Organizations, for and on behalf of itself and each of the employees covered herein, now or hereafter employed by the Employer, and WALDBAUM, INC., a domestic corporation, whose principal place of business is located at 700 Eastgate Boulevard, Garden City, New York, for and on behalf of itself and each of its present and future subsidiary and affiliated firms and corporations ("EMPLOYER"),

WITNESSETH :

That in consideration of the mutual promises, conditions and covenants herein contained, it is mutually 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, pharmacists, butchers and warehouse employees and main office employees) employed in all of the present and future stores, shops, supermarkets, concessions, leased departments and establishments of every kind, owned, separated, conducted, controlled or maintained by the Employer in the State of New York.

(b) The term "store" or "stores" as herein used includes stores, shops, supermarkets, concessions, leased department and establishments of every kind.

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

(d) The term "part time employee" as herein used means an employee working 16 hours or more, but less than 30 hours, weekly.

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

**ARTICLE II**  
**UNION RECOGNITION AND UNION SHOP**

(a) The Employer recognizes the Union as the exclusive collective bargaining representative for all



of 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, 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

(a) Present full time and part time employees in the employ of the Employer for thirty days or longer, shall be deemed permanent full time or part time employees.

(b) Full time and part time employees not heretofore employed by the Employer shall be employed on trial for a period of thirty days. During such trial period, such employees 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 permanent full time or part time employees.

(c) The Employer shall promptly notify the Union when it has hired employees, furnishing the names and addresses and social security numbers of the employees hired and the date of their hiring; provided, however, that the foregoing provisions of this paragraph shall not in any way limit or modify the provisions of paragraph (b) of Article II hereof; and further provided, however, that the failure of the Employer to give such notice shall not in any way limit or modify the Employer's Liability to fulfill its obligations under this agreement.

(d) Permanent 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.

(e) The work week of full time employees working 30 hours or more weekly shall not be reduced without the prior consent of the Union. The provisions of this paragraph shall not apply to those employees covered by paragraph (d) of this Article.

(f) In the event of a continued decline in busi-

ness or a continued lack of work or closing of store outside of New York City and in the event the Employer is only employing permanent full time and permanent part time employees, the Employer may, but only with the prior consent of a duly authorized representative of the Union which shall not be unreasonably withheld, lay off employees in the following order:

1. Permanent part time employees;
2. Permanent full time employees working 30 hours or more and less than 40 hours weekly;
3. Permanent full time employees working 40 hours weekly;

and subject to the following provisions:

1. Layoffs shall be made within job classifications in departments and on the basis of seniority;
2. Seniority shall be computed on the basis of total length of employment within the job classification in the department in the Employer's stores, as well as length of 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;
3. 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 re-transferred to their former job classifications and departments in accordance with

their seniority in such former job classifications and departments;

4. Should the Union consent to a layoff, the Employer shall thereafter give the employees affected two weeks' prior notification of such layoff and they shall not be laid off until the expiration of such two weeks' period.

(g) The Employer shall recall laid-off employees before hiring new employees. Laid-off employees shall retain seniority for a period of 6 months from date of layoff. The provisions hereof governing layoffs shall apply to recalls, except that the Employer shall recall each of the laid-off employees in the inverse order of their layoff. Any employee who fails to report to work within one week after the date of mailing of a written notice of recall by registered mail, except for justifiable excuse, shall be deemed to have waived his right to re-employment.

(h) No employee employed by the Employer continuously for a period of 30 days or longer shall be discharged except for just cause. In the event that a duly authorized representative of the Union shall consent to such discharge, the Employer shall thereafter give the employee affected two weeks' notice of its intention to discharge him and he shall not be discharged until the expiration of such two weeks' period except as stated below. In the event that such duly authorized representative of the Union shall not consent to such discharge, the dis-

pute with respect to such discharge shall be submitted to arbitration and final and binding decision by the New York State Mediation Board (Panel selection) in accordance with its then existing rules, and pending such arbitration, such employee shall be continued in the employ of the Employer until the matter shall have been determined by such arbitration except as stated below. The arbitrator shall be empowered to render such award as he deems proper in the premises.

(i) Upon the termination of employment for any reason whatever of any permanent full time employee, the Employer shall replace such employee forthwith with a new full time employee, subject to the provisions of this Article.

(j) 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 affiliate thereof and the Union shall not be liable therefor.

(k) Anything herein contained to the contrary notwithstanding, the Employer may summarily discharge an employee without further obligation for drinking <sup>B29</sup> on the job, dishonesty or physical assault <sub>2</sub> 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.

## ARTICLE V

### HOURS OF WORK

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

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

(c) Sunday shall not be a work day and shall be a day of rest for all employees.

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

(e) Each employee shall be entitled to one continuous hour of meals daily. Such meal time shall not be considered working hours.

(f) All full time employees and all employees working an eight hour day shall be given 2 coffee breaks daily of 15 minutes each, which 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 week; such sixth day must be an eight hour work day. Present dairy-frozen food department heads now working a 5½ day work week may, if they so desire, continue to work same. Employees shall work overtime as required by the Employer. The Employer shall give the employees affected twenty-four hours prior no-

tice of work required on the sixth day of the week and four 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 eight hours in any day, or forty hours in any week, and any work 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 a 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.

(b) Full time employees (other than assistant managers and department heads) reporting for work at 2 P.M. or later shall receive therefor, 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 2:00 P.M., if required to work after 7:00 P.M. on any day, shall receive, in addition to their regular hourly wage, premium pay of 75 cents per hour for all work after 7:00 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 a half times their regular hourly wage.

## ARTICLE VIII

### **HOLIDAYS**

(a) The following six holidays shall be paid holidays in each year of this agreement for all full time employees employed continuously for 30 days or longer, and all part time employees employed con-

tinuously for 3 months or longer, and no employee shall work thereon:

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

(b) All such full time employees employed continuously for 30 days or longer shall receive five additional paid holidays in each year of this agreement, so that they shall receive eleven paid holidays in each year of this agreement. Such five additional paid holidays shall be selected by the Employer from Rider "A" hereto annexed and shall be fixed at the time of the signing of this agreement as indicated in Rider "A."

(c) All such full time employees shall be paid full pay for each of such eleven holidays yearly.

(d) All such part time employees shall be paid four hours pay for each of such six holidays yearly.

(e) In the event that any holiday specified under this agreement occurs on a non-work day or on an employee's day off, the employee shall be given another paid day off during the same or following week in exchange therefor.

(f) 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. Pro rata shall be based upon length of actual employment.

## 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 weeks' 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 such year of this agreement.

(c) Full time employees employed for eight 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 seventeen years or more prior to September 30th in any year of this agreement, shall receive four weeks' vaca-

tion with full pay in advance in each such year of this agreement.

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

(f) Part time employees working 800 hours or more in any yearly period prior to September 30th, shall receive one 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 weeks' vacation with 2 weeks' pay, in advance in each such subsequent year of this agreement.

(g) 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.

(h) Vacations shall be given during June, July, August or September of each year of this agreement, except that in the case of employees entitled to four 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.

(i) 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.

(j) 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.

(k) Part time employees may work up to 40 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.

## ARTICLE X MANAGEMENT

Subject to the provisions of this agreement, the Employer shall have the right to conduct its busi-

ness, hire, discharge for just cause, promote, demote, lay off, transfer and assign employees, to fix opening and closing of 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 agreements of any kind with any employee, nor accept nor require any security of any kind from any employee.

## ARTICLE XII

### **CHECKOFF**

Upon written authorization of the employees in accordance with applicable law, the Employer shall, on the first weekly pay day of 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 to 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 sixteen 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**  
**WELFARE FUND AND RETIREMENT FUND  
AND DENTAL FUND**

(a) The Employer shall, during the term of this agreement, pay to the Local 338 Health and Welfare Fund the sum of \$25.00 per month (effective January 1, 1972, \$30.00 per month) for each of its full

time employees covered by this agreement, without deduction from any of its employees. Such payments must be paid by the Employer to such Fund on or before the 20th day of each and every month, covering the amounts payable hereunder for the preceding month.

(b) The Employer shall, during the term of this agreement, pay to the Local 338 Retirement Fund the sum of \$10.00 per month (effective January 1, 1972, \$15.00 per month; effective January 1, 1974, \$20.00 per month) for each of its full time employees covered by this agreement, without deduction from any of its employees. Such payments must be paid by the Employer to such Fund on or before the 20th day of each and every month, covering the amounts payable hereunder for the preceding month.

(c) The Employer shall, during the term of this agreement, pay to the Local 338 Dental Fund the sum of \$5.00 per month (effective January 1, 1973, if the cost of the fund has increased, an additional contribution not exceeding \$5.00 per month) for each of its full time employees covered by this agreement, without deduction from any of its employees. Such payments must be paid by the Employer to such Fund on or before the 20th day of each and every month, covering the amounts payable hereunder for the preceding month.

(d) Commencing on January 1, 1972, and continuing during the term of this agreement, the Employer shall 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 employed continuously for 3 months, without deduction from any of its employees. Such payments must be paid by the Employer to such Fund on or before the 20th day of each and every month, covering the amounts payable hereunder for the preceding month.

(e) In the event a full time employee shall not be working due to illness or disability, the Employer shall continue to make the 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, without deduction from such employee, but not for more than 13 weeks of illness or disability during any contract year of this agreement.

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

(g) 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) 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 Disability Benefits Law.

## ARTICLE XVII

### SICK LEAVE

(a) Each full time employee after three months of continuous employment shall be entitled to receive 6 days sick leave with pay in each contract year. All unused sick leave at the end of each contract year if then still employed shall then be paid to the full time employee in a lump sum. Employees with less than one year of continuous service during contract year shall receive the above sick leave on a pro rata basis.

$\frac{B13}{2}$   
 $\frac{B19}{2}$  (b) 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

(a) 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. The "immediate family" shall be limited to the employee's father, mother, sister, brother, spouse and children.

(b) 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

A full time employee employed continuously for 3 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

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 6 months.

This period of time shall not exceed 3 months prior to the birth of the child and 3 months after the birth. She shall give the Employer 2 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 or national origin.

**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**

All transfers shall be limited to within a reasonable radius of the employee's home or last store location. Transfers shall be made only with the consent of the Union's duly authorized representative. 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**  
**NO STRIKE, NO PICKETING**

(a) There shall be no strike or picketing by the Union nor lockouts by the Employer for the duration of this agreement.

(b) A violation or breach of this agreement by an employee shall not be considered a violation or breach of this agreement by the Union provided the Union exercises its best efforts to induce the employee not to violate or breach this agreement.

**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 October 1, 1971, and shall terminate on September 30, 1974.

## 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.

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

By: Samuel Karsch, *Secretary-Treasurer*

WALDBAUM, INC.

By: Aaron Freedman, *Vice President*

## APPENDIX "A"

### WAGES AND RELATED PROVISIONS

(a) Retroactive payment of the wage increase hereunder for the period from October through

November 13, 1971 shall be made only when and if permitted by the Federal Wage Stabilization Program.

(b) The minimum weekly wage for a 40 hour—5 day work week for assistant managers shall be: effective October 1, 1971, \$155.00; effective October 2, 1972, \$165.00; effective October 1, 1973, \$180.00.

(c) The minimum weekly wage for a 40 hour—5 day work week for produce, dairy-frozen food and appetizing-delicatessen department heads designated by the Employer shall be: effective October 1, 1971, \$155.00; effective October 2, 1972, \$165.00; effective October 1, 1973, \$175.00.

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

<i>Job Classification</i>	<i>Effective Oct. 1, 1971</i>	<i>Effective Oct. 2, 1972</i>	<i>Effective Oct. 1, 1973</i>
Assistant Managers	\$25.00	\$10.00	\$15.00
Produce, Dairy- Frozen Food, Appetizing and Delicatessen Department Heads	\$25.00	\$10.00	\$10.00

(e) The Employer will grant each grocery, dairy-frozen food, produce, appetizing-delicatessen clerk and each scale attendant, cashier, porter, checker, store clerical, wrapper and miscellaneous employee employed prior to the effective date of this agree-



ment the following applicable wage increases per week for a 40 hour—5 day work week:

<i>Effective</i>	<i>Effective</i>	<i>Effective</i>
Oct. 1, 1971	Oct. 2, 1972	Oct. 1, 1973
\$25.00	\$10.00	\$10.00

(f) Anything herein contained to the contrary notwithstanding, effective 30 months from the effective date of this agreement, the minimum weekly wage for the following job classifications for a 40 hour—5 day work week for those employees employed prior to the effective date of this agreement shall be as follows:

Grocery, dairy-frozen food, produce,  
appetizing and delicatessen clerks . . . \$160.00  
Scale attendants, cashiers, porters,  
checkers, store clericals, wrappers  
and miscellaneous employees . . . . . \$150.00

(g) Present assistant managers and produce, dairy-frozen food, appetizing and delicatessen department heads shall each be guaranteed their present overtime being worked during the 5 day work week, but only up to 12 hours during such 5 day work week.

(h) Employees employed prior to 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, and must in any event receive the applicable wage increases provided in paragraph (e) of this Appendix:

## SCALE ATTENDANTS, CASHIERS, PORTERS, CHECKERS, STORE CLERICALS, WRAPPERS AND MISCELLANEOUS EMPLOYEES

*Weekly Wage*

<i>Prior to</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>
Oct. 1, 1971	Oct. 1, 1971	April 3, 1972	Oct. 2, 1972	April 2, 1973	Oct. 1, 1973	April 1, 1974
\$ 80.00	\$105.00	\$110.00	\$120.00	\$125.00	\$135.00	\$150.00
81.00	106.00	110.00	120.00	125.00	135.00	150.00
82.00	107.00	110.00	120.00	125.00	135.00	150.00
83.00	108.00	111.00	121.00	125.00	135.00	150.00
84.00	109.00	112.00	122.00	125.00	135.00	150.00
85.00	110.00	115.00	125.00	130.00	140.00	150.00
86.00	111.00	115.00	125.00	130.00	140.00	150.00
87.00	112.00	115.00	125.00	130.00	140.00	150.00
88.00	113.00	116.00	126.00	130.00	140.00	150.00
89.00	114.00	117.00	127.00	130.00	140.00	150.00
90.00	115.00	120.00	130.00	135.00	145.00	150.00
91.00	116.00	120.00	130.00	135.00	145.00	150.00
92.00	117.00	120.00	130.00	135.00	145.00	150.00

## SCALE ATTENDANTS, CASHIERS, PORTERS, CHECKERS, STORE CLERICALS, WRAPPERS AND MISCELLANEOUS EMPLOYEES

*Weekly Wage*

<i>Prior to</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>
Oct. 1, 1971	Oct. 1, 1971	April 3, 1972	Oct. 2, 1972	April 2, 1973	Oct. 1, 1973	April 1, 1974
93.00	118.00	121.00	131.00	135.00	145.00	150.00
94.00	119.00	122.00	132.00	135.00	145.00	150.00
95.00	120.00	125.00	135.00	140.00	150.00	
96.00	121.00	125.00	135.00	140.00	150.00	
97.00	122.00	125.00	135.00	140.00	150.00	
98.00	123.00	126.00	136.00	140.00	150.00	
99.00	124.00	127.00	137.00	140.00	150.00	
100.00	125.00	130.00	140.00		150.00	

**GROCERY, DAIRY-FROZEN FOOD, PRODUCE,  
APPETIZING-DELICATESSEN CLERKS**

<i>Weekly Wage Prior to</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>
Oct. 1, 1971	Oct. 1, 1971	April 3, 1972	Oct. 2, 1972	April 2, 1973	Oct. 1, 1973	April 1, 1974
\$ 80.00	\$105.00	\$110.00	\$120.00	\$125.00	\$135.00	\$160.00
81.00	106.00	110.00	120.00	125.00	135.00	160.00
82.00	107.00	110.00	120.00	125.00	135.00	160.00
83.00	108.00	111.00	121.00	125.00	135.00	160.00
84.00	109.00	112.00	122.00	125.00	135.00	160.00
85.00	110.00	115.00	125.00	130.00	140.00	160.00
86.00	111.00	115.00	125.00	130.00	140.00	160.00
87.00	112.00	115.00	125.00	130.00	140.00	160.00
88.00	113.00	116.00	126.00	130.00	140.00	160.00
89.00	114.00	117.00	127.00	130.00	140.00	160.00
90.00	115.00	120.00	130.00	135.00	145.00	160.00
91.00	116.00	120.00	130.00	135.00	145.00	160.00
92.00	117.00	120.00	130.00	135.00	145.00	160.00
93.00	118.00	121.00	131.00	135.00	145.00	160.00

## GROCERY, DAIRY-FROZEN FOOD, PRODUCE, APPETIZING-DELICATESSEN CLERKS

<i>Weekly Wage Prior to</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>
Oct. 1, 1971	Oct. 1, 1971	April 3, 1972	Oct. 2, 1972	April 2, 1973	Oct. 1, 1973	April 1, 1974
94.00	119.00	122.00	132.00	135.00	145.00	160.00
95.00	120.00	125.00	135.00	140.00	150.00	160.00
96.00	121.00	125.00	135.00	140.00	150.00	160.00
97.00	122.00	125.00	135.00	140.00	150.00	160.00
98.00	123.00	126.00	136.00	140.00	150.00	160.00
99.00	124.00	127.00	137.00	140.00	150.00	160.00
100.00	125.00	130.00	140.00	145.00	155.00	160.00
101.00	126.00	130.00	140.00	145.00	155.00	160.00
102.00	127.00	130.00	140.00	145.00	155.00	160.00
103.00	128.00	131.00	141.00	145.00	155.00	160.00
104.00	129.00	132.00	142.00	145.00	155.00	160.00
105.00	130.00	135.00	145.00		155.00	160.00
106.00	131.00	135.00	145.00		155.00	160.00
107.00	132.00	135.00	145.00		155.00	160.00
108.00	133.00	136.00	146.00		156.00	160.00
109.00	134.00	137.00	147.00		157.00	160.00
110.00	135.00	140.00	150.00		160.00	

(i) Employees hired on or after the effective date of this agreement and working a 40 hours—5 day work week shall receive the following applicable minimum weekly wage for their classification:

**SCALE ATTENDANTS, CASHIERS, PORTERS,  
CHECKERS, STORE CLERICALS, WRAPPERS  
AND MISCELLANEOUS EMPLOYEES**

		<i>Effective</i> Oct. 1, 1971	<i>Effective</i> Oct. 2, 1972	<i>Effective</i> Oct. 1, 1973
	After 30 days			
Step 1	employment	\$ 91.00	\$ 96.00	\$105.00
	6 months after			
Step 2	Step 1	\$ 94.00	\$100.00	\$108.00
	6 months after			
Step 3	Step 2	\$ 97.00	\$105.00	\$114.00
	6 months after			
Step 4	Step 3	\$102.00	\$110.00	\$119.00
	6 months after			
Step 5	Step 4	\$107.00	\$115.00	\$124.00
	6 months after			
Step 6	Step 5	\$113.00	\$121.00	\$140.00

**GROCERY, DAIRY-FROZEN FOOD, PRODUCE,  
APPETIZING AND DELICATESSEN CLERKS**

		<i>Effective Oct. 1, 1971</i>	<i>Effective Oct. 2, 1972</i>	<i>Effective Oct. 1, 1973</i>
	After 30 days			
Step 1	employment	\$100.00	\$105.00	\$110.00
	6 months after			
Step 2	Step 1	\$106.00	\$111.00	\$116.00
	6 months after			
Step 3	Step 2	\$113.00	\$118.00	\$123.00
	6 months after			
Step 4	Step 3	\$120.00	\$125.00	\$130.00
	6 months after			
Step 5	Step 4	\$127.00	\$132.00	\$140.00
	6 months after			
Step 6	Step 5	\$135.00	\$140.00	\$150.00

(j) The Employer will grant each part time employee employed prior to the effective date of this agreement a wage increase of 35¢ per hour effective October 1, 1971; a wage increase of 25¢ per hour effective October 1, 1972; a wage increase of 20¢ per hour effective October 1, 1973.

(k) Anything herein contained to the contrary notwithstanding, effective 30 months from the effective date of this agreement, the minimum wage for part time employees employed prior to the effective date of this agreement, shall be \$3.00 per hour.

(l) Employees employed prior to the effective

date of this agreement and working 16 hours or more weekly and less than 30 hours weekly shall receive the following applicable minimum hourly wage and must in any event receive the applicable wage increases provided in paragraph (j) of this Appendix.

<i>Weekly Wage Prior to</i>	<i>Eff.</i>	<i>Eff.</i>	<i>Eff.</i>	<i>Eff.</i>	<i>Eff.</i>	<i>Eff.</i>
<i>Oct. 1, 1971</i>	<i>Oct. 1, 1971</i>	<i>April 3, 1972</i>	<i>Oct. 2, 1972</i>	<i>April 2, 1973</i>	<i>Oct. 1, 1973</i>	<i>April 1, 1974</i>
\$2.20	\$2.55		\$2.80		\$3.00	
\$2.15	\$2.50		\$2.75		\$2.95	\$3.00
\$2.10	\$2.45	\$2.50	\$2.75		\$2.95	\$3.00
\$2.05	\$2.40	\$2.45	\$2.70	\$2.75	\$2.95	\$3.00
\$2.00	\$2.35	\$2.45	\$2.70	\$2.75	\$2.95	\$3.00
\$1.95	\$2.30	\$2.40	\$2.65	\$2.75	\$2.95	\$3.00

(m) Employees hired on or after the effective date of this agreement and working 16 hours or more weekly and less than 30 hours weekly shall receive the following applicable minimum hourly wage:

		<i>Effective Oct. 1, 1971</i>	<i>Effective Oct. 2, 1972</i>	<i>Effective Oct. 1, 1973</i>
Step 1	After 30 days employment	\$2.00	\$2.05	\$2.10
Step 2	6 months after Step 1	\$2.05	\$2.10	\$2.15
Step 3	6 months after Step 2	\$2.10	\$2.25	\$2.35
Step 4	6 months after Step 3	\$2.20	\$2.40	\$2.50



	6 months after			
Step 5	Step 4	\$2.30	\$2.50	\$2.60
	6 months after			
Step 6	Step 5	\$2.50	\$2.70	\$3.00

(n) Anything herein contained to the contrary notwithstanding, 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 30 days employment, must 6 months immediately following the completion of 30 days of employment be at the rate equal to one wage step higher than the rate at which he was hired. 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 anniversary wage increases for his job classification under paragraph (e) or (j) of this Appendix.

(o) All employees shall in any event receive a minimum wage increase of 15¢ per hour after 30 days employment.

(p) The provisions of this Appendix relating to employees working a 40 hour work 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) Anything herein contained to the contrary

notwithstanding, the minimum hourly wage rate for every employee shall at all times be at least 15¢ 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 manager for one or more weeks shall be paid the applicable minimum wage for 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 \$7.00 bonus for a 40 hour work week above his otherwise applicable wage. Any part time employee designated by the Employer to work as a front end employee or bookkeeper shall be paid a 15¢ per hour bonus above his otherwise applicable wage.

(u) Any employee designated by the Employer to relieve a 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 for the same job classification and hours. 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.

(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.

(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.

## **RIDER "A"**

The five additional holidays referred to in Article VIII shall be selected from the following holidays:

### **LEGAL HOLIDAYS**

1. Lincoln's Birthday
2. Washington's Birthday
3. Columbus Day
4. Election Day
5. Veteran's Day

### **RELIGIOUS HOLIDAYS**

6. First Day of Passover
7. Second Day of Passover
8. First Day of Rosh Hashonah
9. Second Day of Rosh Hashonah
10. Yom Kippur
11. Good Friday



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U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C. 20212



first  
ssm

April 10, 1974

Retail, Wholesale and Department  
Store Union  
130 West 42nd Street  
New York, New York 10036

MAY 06 1974

Gentlemen:

The Bureau of Labor Statistics maintains a file of selected union agreements for government and public use. These agreements are also regularly used in the preparation of studies of contract provisions. We will appreciate receiving a copy of your current agreement(s), identified below, together with any related supplements (e.g., employee-benefit plans) or wage schedules.  
copy of current union contract with the Waldbaums Incorporated and your union local 338.

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

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

Sincerely yours,  
*Julius Shiskin*

JULIUS SHISKIN  
Commissioner

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

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form. (PLEASE PRINT)

2453a  
10/24/74

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT \_\_\_\_\_
2. Address of establishment covered by agreement (if more than one, simply indicate city and State) 700 EAST GATE BLVD. GARDEN CITY, NY
3. If more than one employer is party to agreement, indicate number \_\_\_\_\_
4. Product, service, or type of business Super TICKET.

Notify me when new BLS collective bargaining agreement studies are issued

*Samuel Karasik Pres*  
(Name and position)

212-541-4600  
(Area code and telephone number)

1790 Broadway, NYC  
(Address)

(City, State, and ZIP code)