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8-1-1974

## Eisner Food Stores and United Retail Workers, Local 595 Memorandum (1974)

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## Eisner Food Stores and United Retail Workers, Local 595 Memorandum (1974)

### Location

IL

### Effective Date

8-1-1974

### Expiration Date

9-30-1976

### Number of Workers

Unknown

### Employer

Food Employers Council, Inc.; Unaffiliated Grocery Companies

### Union

United Retail Workers

### Union Local

595

### NAICS

44

### Sector

P

### Item ID

6178-008b173f006\_02

### Keywords

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

### Comments

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D  
1-31-75

SETTLEMENT MEMORANDUM

Chicago, Illinois

November 6, 1974

TO: D. Weiss

FROM: Labor Relations Attorney

cc: H. G. Beckner	A. F. Holder	P. N. Petronella
W. E. Buhl	P. Johnston	F. J. Raucci
E. Buron	W. F. Kalbas	M. Scholtens
W. R. Christopherson	M. A. Landrum	J. W. Smith
R. G. Cline	J. V. Lamonia	L. V. Stadler
G. Dillow	O. Moody	W. C. Swanson
R. P. Dorsher	R. J. Nemetz	L. Wise
G. C. Gentry	D. S. Perkins	


RE: URW LOCAL 595 - EISNER SETTLEMENT

On September 30, 1974, we arrived at a settlement with the bargaining committee of Local 595. These negotiations included two days of Federal Mediation. On Sunday, October 20, 1974, the membership ratified the new agreement, which consists of the old contract with the following changes:

1. TERM: A twenty-six (26) month contract commencing August 1, 1974 and terminating September 30, 1976, with a wage reopener scheduled for August 2, 1975.
2. WAGES: We agreed to grant all employees in service on ratification date (October 20, 1974) the following hourly increases or the new contract rates, whichever is more.

We further agreed to compensate all employees hired after ratification date in accordance with the new wage rate shown in appendix A attached hereto.

The adjustments are retroactive on all hours worked (including vacation and holiday pay, but excluding disability pay) to and including July 28, 1974.



	<u>7/28/74</u>	<u>12/30/74</u>	<u>5/4/75</u>	<u>Total</u>
	<u>Hourly</u>	<u>Hourly</u>		
<u>Service Clerks</u>				
0-6 months	\$0.15	\$0.075	\$0.00	\$0.225
6+ months	.25	.025	.05	.325
<u>Student(Part Time)</u>				
0-3 months	\$0.20		\$0.15	\$0.35
3-6	.20		.15	.35
6-12	.25		.15	.40
12+ months	.38		.15	.53
<u>Non Student(Part Time)</u>				
0-6 months	\$0.21		\$0.17	\$0.38
6-12	.36		.17	.53
12+ months	.28		.25	.53
<u>Full Time Clerks</u>				
0-6 months	\$0.33		\$0.30	\$0.63
6-12	.40		.30	.70
12-18	.48		.30	.78
18-24	.555		.30	.85
24-30	.83		.17	1.00
30+ months	.80		.21	1.01
<u>Department Heads</u>				
Asst. Mgr.,				
Ser. Mgrs.,				
Produce Managers	.80		.21	1.01

Perishable Managers Continue to maintain a 25¢ differential above the applicable clerk rate for respective length of service.

Assistant Service Manager and Pastry Hostess Continue to maintain a 10¢ differential above the applicable clerk rate for respective length of service.

3. EFFECTIVE DATE: All provisions of this contract become effective the fourth (4th) Sunday following ratification (October 20, 1974) unless the contract specifically states otherwise.

4. NON-DISCRIMINATION CLAUSE: New - We have included language whereby the Employer and the Union agree to cooperate in continuing to maintain policies and practices which prevent discrimination against any employee or applicant for employment because of age, race, color, religion, national origin, sex or Union activity and further agree to cooperate affirmatively in the implementation of such lawful requirements intended to prevent any such discrimination.
  
5. WORKDAY AND WORKWEEK: We have agreed to the following changes in the full-time employee workday and workweek:
  - a. Full-time employees by mutual written agreement may work four (4) days or four (4) nights per week, Monday through Saturday, in accord with the following schedule:
    - 4 - 8½-hour shifts
    - 4 - 9-hour shifts
    - 4 - 10-hour shifts
  
  - b. Such employees retain full-time status and expressly waive time and one-half for all hours worked except for those in excess of 40 in any work week, Sunday and holidays.
  
  - c. Employees who formerly worked a 35-hour workweek may opt to select either a 34-hour or 36-hour schedule.
  
  - c. Disability pay and holiday pay and schedules for employees on such a work schedule are to be prorated accordingly.
  
6. WORK SCHEDULES: We have agreed to post the work schedule by 4:00 p.m. Friday to show the hours and days to be worked the following Monday through Sunday.

It was agreed that the Employer will endeavor to avoid undue hardship for those scheduled for night and Sunday work.

7. CALL-IN PAY: It was agreed that part-time clerks who are scheduled to report for work and do report for work at the time scheduled shall receive a minimum of 3 hours work or 3 hours pay in lieu thereof, provided they are available for 3 hours work.

Further, it was agreed that part-time clerks called in shall not have their schedule reduced due to a call-in unless notice of the schedule reduction is given at the time of the call-in.

8. NIGHT CREW AND NIGHT CREW CHIEF: - New - We have agreed to a night crew specifically designed for night stocking and store maintenance.

Following is a brief summary of the major aspects of this new classification:

- a. Full-time employees specifically assigned to or hired for night stocking and store maintenance and who work the majority of their schedule between 9:00 p.m. and 8:00 a.m. shall be classified as night crew employees. Full-time employees so classified shall receive a premium of 25¢ per hour for all hours worked including vacation and holiday pay.

Such night crew employees shall not be required to work without ten (10) hours rest between shifts.

- b. The night stocking crews will be guaranteed the six nationally celebrated holidays; however, where the shifts start before midnight hours worked shall be at straight time rate plus appropriate 25¢ per hour premium even though completion of the shift may occur on holidays. Hours worked between 12:01 a.m. Sunday and 11:59 p.m. Sunday night will be at the time and one-half rate, but will be part of the "regular work week".
- c. Whenever a full-time night crew employee is to report for jury duty, he shall be considered to be on a day schedule during such time assigned to jury service.
- d. A night crew consisting of four (4) or more full-time employees, shall have one full-time employee designated as Crew Chief. Said Crew Chief shall receive a premium of 50¢ per hour above the applicable clerk rate.

9. RELIEF OF DEPARTMENT HEADS: We have agreed that a full-time employee shall be assigned and assume the responsibility of a duly appointed department head, namely, Service Manager, Assistant Service Manager, Assistant Manager, Produce Manager, Perishable Manager and Pastry Hostess, whenever such position is to be vacant for a full calendar week or more.

Said employee assigned such duty shall receive the minimum contract rate for that week's work or his or her regular rate of pay whichever is greater.

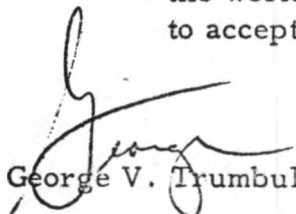
It was further agreed that a Pastry Hostess will only be required in Pastry Departments averaging \$6,000.00 or more per week; *Period* however, no present Pastry Hostess will be reduced as a result of this agreement.

10. PART-TIME VACATION PRORATION: We have agreed that part-time employees with one or more years of service, who have completed six months of service since their last anniversary, shall be entitled to pro rata vacation upon separation at the rate of 1/12 of vacation pay for each month entitlement, based on length of service and rate of pay as of the last anniversary date.
11. HOLIDAY PAY - PART TIME: Effective 1/1/75 each part-time employee who has completed his probationary period (30 day) will be entitled to holiday pay equal to 5% of the hours worked in the preceding four-week accounting period times his current hourly rate of pay. Paid vacation time as well as holiday pay taken within this period is considered time worked and included in said calculation.
12. HOLIDAYS RECOGNIZED: It was agreed that there will be no work on Christmas Day except in disaster and work on all other National Holidays shall be on a voluntary basis for all employees except that if an insufficient number of qualified employees volunteer for said work then the Employer may require employees to work in accordance with inverse seniority within job classification and job assignment.
13. ADDITIONAL PERSONAL HOLIDAY: Effective 1/1/75 all full-time employees shall be granted an additional day off with pay, such day shall be added to the employee's vacation schedule and taken with the first week's vacation.
14. LEAVE OF ABSENCE: We have agreed to eliminate all time limits for Leaves of Absence. Further, upon return from an authorized leave of absence, an employee shall be restored to the job classification previously held or to a job of comparable work and pay, provided said employee notifies the Employer in writing at least seven (7) calendar days prior to availability to return to work.

15. PACKAGE PLAN: Effective the 4th Sunday following ratification, all part-time employees who are 19 years of age will be eligible for part-time package plan coverage. All hour and dollar earnings requirements for eligibility have been eliminated.

Maximum weekly benefits have been increased from \$150.00 per week to \$200.00 per week.

16. POLYGRAPH POLICY: We have agreed to abide by the Union policy with respect to the use of polygraph.
17. AUTOMATION: We have agreed to language which recognizes that the Union is the bargaining agent for purpose of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment as provided by Section 9(a) of the National Labor Relations Act, as amended.
18. PERSONAL BUSINESS DAY: We agreed to amend the eligibility requirements for the Personal Day provided in Section 5.12 to include all full-time employees and all part-time employees with one (1) year of service.
19. SENIORITY LISTS: We have agreed to post and maintain three seniority lists in every facility indicating respective seniority for full-time, part-time and service clerk employees.
20. IN LETTER OF UNDERSTANDINGS: We have agreed to consider a full-time employee's seniority in a given store when scheduling work assignments, provided said employee has the ability to handle the work assignment as scheduled and that said employee is able to accept such assignment on a permanent basis.

  
George V. Trumbull

GVT:ms



EISNER - LOCAL 595

APPENDIX A

WAGE RATES

	<u>Effective</u> <u>7/28/74</u>	<u>Effective</u> <u>5/4/75</u>
<u>Assistant Manager</u>		
0-39,999	\$5.45	\$5.81
40,000-59,999	5.50	5.86
60,000-79,999	5.60	5.96
80,000-99,999	5.71	6.07
100,000 and over	5.81	6.17
<u>Service Manager</u>		
0-39,000	5.08	5.44
40,000-59,000	5.13	5.49
60,000-79,000	5.18	5.54
80,000-99,000	5.23	5.59
100,000 and over	5.34	5.70
<u>Produce Manager</u>		
0-1,499	5.18	5.54
1,500-2,499	5.23	5.59
2,500-3,499	5.29	5.65
3,500-4,499	5.34	5.70
4,500-5,499	5.39	5.75
5,500-6,499	5.45	5.81
6,500-7,499	5.50	5.86
7,500-8,499	5.55	5.91
8,500-9,499	5.60	5.96
9,500 and over	5.66	6.02
<u>Assistant Service Manager</u>		
0-6 months	3.40	3.70
6-12 months	3.60	3.90
12-18 months	3.92	4.22
18-24 months	4.21	4.51
24-30 months	4.63	4.80
After 30 months	5.02	5.38
<u>Pastry Hostess</u>		
0-6 months	3.40	3.70
6-12 months	3.60	3.90
12-18 months	3.92	4.22
18-24 months	4.21	4.51
24-30 months	4.63	4.80
After 30 months	5.02	5.38

APPENDIX A

WAGE RATES CONTINUED

	Effective <u>7/28/74</u>	Effective <u>5/4/75</u>	
<u>Perishables Manager</u>			
0-6 months	\$3.55	\$3.85	
6-12 months	3.75	4.05	
12-18 months	4.07	4.37	
18-24 months	4.36	4.66	
24-30 months	4.78	4.95	
After 30 months	5.17	5.53	
<u>Clerks</u>			
0-6 months	3.30	3.60	
6-12 months	3.50	3.80	
12-18 months	3.82	4.12	
18-24 months	4.11	4.41	
24-30 months	4.53	4.70	
After 30 months	4.92	5.28	
<u>Part-Time Student</u>			
0-3 months	2.35	2.50	
3-6 months	2.40	2.55	
6-12 months	2.62	2.77	
After 12 months	3.14	3.29	
<u>Part-Time Non-Student</u>			
0-6 months	2.60	2.77	
6-12 months	2.90	3.07	
After 12 months	3.20	3.45	
	Effective <u>7/28/74</u>	Effective <u>12/30/74</u>	Effective <u>5/4/75</u>
<u>Service Clerks</u>			
0-6 months	\$2.15	\$2.225	\$2.225
After 6 months	2.25	2.275	2.325