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5-11-1975

## Alterman Foods, Inc. and Retail Clerks Union, AFL-CIO, Local 1063 (1975)

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# Alterman Foods, Inc. and Retail Clerks Union, AFL-CIO, Local 1063 (1975)

**Location**

GA; AL; Chattanooga, TN

**Effective Date**

5-11-1975

**Expiration Date**

May 1978

**Number of Workers**

Unknown

**Employer**

Alterman Foods, Inc.

**Union**

Retail Clerks Union

**Union Local**

1063

**NAICS**

44

**Sector**

P

**Item ID**

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**Keywords**

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**Comments**

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AUG 26 1975

*Clark*

K# 6803

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MEMORANDUM OF AGREEMENT  
BETWEEN  
ALTERMAN FOODS, INC.  
AND  
RETAIL CLERKS UNION LOCAL NO. 1063

Effective May 11, 1975, through May 13, 1978.

X All Articles and Sections of the present Agreement are agreed except as amended herein.

X All provisions in the new Agreement, unless otherwise specified, shall be effective the first full week following execution of this Agreement except wage rates which shall be effective May 11, 1975.

AGREEMENT: Add Shawmut, Alabama.

ARTICLE V VACATIONS:

Effective January 1, 1976, three (3) weeks vacation for seven (7) years of service and four (4) weeks vacation for fourteen (14) years of service.

ADD TO PARAGRAPH F.

There shall be no reduction in vacation for absence due to an on the job injury.

ARTICLE VI HOURS AND WORKING CONDITIONS

ADD NEW SECTION BB:

Sunday work will be on a voluntary basis. The employer will determine the amount of Sunday work in each classification in each store consistent with the needs of the business. Sunday work will be rotated equitably among interested employees in seniority order within each store.

ADD TO SECTION B.

In a week in which one (1) of the paid holidays as provided in Article VII of this Agreement occurs, all work in excess of thirty two (32) hours in such week shall be paid for at time and one half (1½).

ARTICLE VII HOLIDAYS

ADD TO SECTION E:

Effective January 1, 1976, employees shall be granted two (2) additional days' pay with the first week of vacation subject to the provisions set forth in paragraphs A and C above in lieu of an eighth (8th) and ninth (9th) paid holiday.

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ARTICLE VIII SENIORITY

Delete present paragraph J.

NEW PARAGRAPH J.

Employees who are promoted to a supervisory position with the employer may return to their former position within six (6) months. Seniority shall not accumulate during the period the employee is in a supervisory position; however, he shall retain seniority already earned prior to the six (6) month period.

ARTICLE XIII HEALTH AND WELFARE

Effective the first of the month following ratification the term "Eligible Employee" shall mean an employee who worked an average of twenty eight (28) hours per week for a period of eight (8) consecutive calendar weeks (224 hours).

Effective May 1, 1976, the contribution for eligible employees shall be increased by \$9.50 per month.

Effective May 1, 1976, the contribution for eligible part-time employees shall be increased by \$2.50 per month.

Effective May 1, 1977, the contribution for eligible part-time employees shall be increased by \$2.50 per month.

Effective November 1, 1977, the contribution for eligible part-time employees shall be increased by \$2.50 per month.

ARTICLE XVI INJURY ON THE JOB

ADD NEW PARAGRAPH

In the event an individual exhausts all workmen's compensation benefits but has not been medically certified to return to work they may exercise their appropriate rights according to eligibility under the leave of absence provision.

ARTICLE XVIII

The employer agrees to contribute to a jointly administered Trust Fund known as the Retail Clerks Unions and Employers Pension Fund the sum of fourteen cents (14¢) per hour; effective January 1, 1976, sixteen cents (16¢) per hour; effective January 1, 1977, eighteen cents (18¢) per hour; effective January 1, 1978, twenty (20¢) per hour.

EXHIBIT A WAGES

## Paragraph A - Wage Rate Schedule

	<u>EFFECTIVE</u> <u>5/11/75</u>	<u>EFFECTIVE</u> <u>5/9/76</u>	<u>EFFECTIVE</u> <u>11/7/76</u>	<u>EFFECTIVE</u> <u>5/8/77</u>	<u>EFFECTIVE</u> <u>11/6/77</u>
CHECKER/STOCK CLERK <i>+65</i>		<i>+25</i>	<i>+15</i>	<i>+20</i>	<i>+15</i>
Start	3.67	3.92	4.07	4.27	4.42
After 6 mos.	3.90	4.15	4.30	4.50	4.65
After 12 mos.	4.08	4.33	4.48	4.68	4.83
After 18 mos.	4.37	4.62	4.77	4.97	5.12
After 24 mos.	4.69	4.94	5.09	5.29	5.44
After 30 mos.	5.32	5.57	5.72	5.92	6.07
PART - TIME <i>(+50)</i>	3.32	3.57	3.72	3.92	4.07
PICK UP LANE CLERK <i>(+50)</i>	3.23	3.48	3.63	3.83	3.98
HEAD CASHIERS					
Under \$80,000	5.61	5.86	6.01	6.21	6.36
\$80,001 and up	6.04	6.29	6.44	6.64	6.79
ASSISTANT MANAGER					
Under 15,000	6.09	6.34	6.49	6.69	6.84
15,001 to 25,000	6.15	6.40	6.55	6.75	6.90
25,001 to 35,000	6.21	6.46	6.61	6.81	6.96
35,001 to 50,000	6.38	6.63	6.78	6.98	7.13
50,001 to 80,000	6.61	6.86	7.01	7.21	7.36
80,001 and up	6.86	7.11	7.26	7.46	7.61
PRODUCE MANAGERS					
under 15,000	6.19	6.44	6.59	6.79	6.94
15,001 to 25,000	6.33	6.58	6.73	6.93	7.08
25,001 to 35,000	6.45	6.70	6.85	7.05	7.20
35,001 to 50,000	6.50	6.75	6.90	7.10	7.25
50,001 to 80,000	6.74	6.99	7.14	7.34	7.49
80,001 and up	6.98	7.23	7.38	7.58	7.73

PARAGRAPH E

Effective January 18, 1976, the night premium will be thirty five cents (35¢) per hour.

PARAGRAPH H

Effective dates shall be May 11, 1975, May 9, 1976, and May 8, 1977.

EXHIBIT A WAGES

NEW PARAGRAPH - COST OF LIVING CLAUSE

A cost of living allowance shall be paid on all hours paid on November 7, 1976; May 8, 1977; and November 6, 1977; based on the rise in the Consumers Price Index (C.P.I.) for Urban Wage Earners and Clerical Workers, all cities. (1957-1959 base equals 100) as published by the Bureau of Labor Statistics (BLS). Each four tenths (.4) rise in the C.P.I. equals one cent (1¢).

The first C.O.L.A. shall be payable on November 7, 1976 based on the changes in the C.P.I. from March, 1976 through September, 1976.

The second C.O.L.A. shall be payable on May 8, 1977 based on the changes in the C.P.I. from September, 1976 through March 1977.

The third C.O.L.A. shall be payable on November 6, 1977, based on changes in the C.P.I. from March, 1977 through September, 1977.

The amount of any allowance, in effect at the time, shall be included in computing any payments under this agreement which are based on the regular hourly rate.

No adjustments, retroactive or otherwise, shall be made due to any revision that may be made in the published figures of the B.L.S. Consumer Price Index after the amount of the cost of living adjustment has been determined and applied to the hourly base rates of pay.

In the event the C.P.I. shall be revised or discontinued and in the event the Bureau of Labor Statistics, U.S. Department of Labor does not issue information which will enable the company and the union to determine what the C.P.I. would have been had it not been revised or discontinued, the company and the union will negotiate and agree upon an appropriate substitute for the C.P.I.

C.O.L.A. payments shall become a part of the regular base rates, per schedule "A" wages.

EXHIBIT B - LAST PARAGRAPH TO READ AS FOLLOWS:

It is understood that a full time employee in either group at any step in the aforementioned procedure may displace the least senior part time employee in the same job classification in his or her store. Part time employees will be laid off on the same basis as full time employees.

The attached letter of agreement shall be renewed.

The following shall be a letter of agreement to be attached to the contract:

"In the event the Government Joint Labor Management Committee develops language to cover the Universal Product Code or Automoted Scanning Front End in the grocery industry within the first year of the bargaining agreement, the employer and the union agree to accept such language, if the language is agreeable to both the Employer and the Retail Clerks International Association then it will be made a part of this agreement."

27/a  
"Should the committee fail to develop such language by the first anniversary date of the bargaining agreement, or should the language not be acceptable, then this item shall be open for negotiation."

"Should the parties not reach agreement by May 8, 1976, Article X No Strike No Lockout shall not be applicable."

LETTER OF UNDERSTANDING

With reference to Article VI Paragraph S of our Collective Bargaining Agreement effective May 12, 1974, it is understood that Management employees will not be assigned work belonging to members of the bargaining unit except that under some conditions due to no fault of the Employer, the Store Manager or Co-Manager could perform such work on a limited basis.

It is further understood that the Employer's various Merchandisers will not be restricted in the performance of their duties.

In addition it is understood and agreed that "ice cream" shall be included as an enumerated exception in Article VI Paragraph S of the Collective Bargaining Agreement referred to hereinabove.

In witness whereof the parties named below execute this letter of understanding this 27<sup>th</sup> day of August, 1974.

FOR THE UNION:

RETAIL CLERKS UNION  
LOCAL NUMBER 1063

James O. Sued

FOR THE EMPLOYER:

BIG APPLE SUPERMARKETS, INC.

W. J. [Signature]  
[Signature]