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1-1-1973

Denver Retail Grocers and Retail Clerks Union, Local 7 (1973)

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Denver Retail Grocers and Retail Clerks Union, Local 7 (1973)

Location

Denver, CO

Effective Date

1-1-1973

Expiration Date

November 1974

Number of Workers

Unknown

Employer

Denver Retail Grocers

Union

Retail Clerks Union

Union Local

7

NAICS

44

Sector

P

Item ID

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K# 6779

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NEW AND REVISED FINAL PROPOSAL

from

DENVER RETAIL GROCERS

to

RETAIL CLERKS UNION, LOCAL NO. 7

(November 9, 1973)

(COMPANY'S LAST PROPOSAL)

This proposal supercedes all previous Employer proposals. Unless specified herein, the balance of the current Agreement shall remain in effect, except for renumbering, etc.

ARTICLE 1

RECOGNITION AND UNION SECURITY - CLERKS WORK CLAUSE

- 1. Delete first 11 lines of Paragraph 3 except the word "it" and add: It is understood and agreed that no advance or booksalesman will be allowed to stock merchandise in the stores.

Negotiating Note: Union members now have the right to stock and handle all macaroni products, spices, cheese products, salad dressing products, bakery products, cigarettes and greeting cards and perishables related to the above products.

- 2. Section 2 - Change "thirtieth (30th)" to "thirty-first (31st)".
- 3. Section 3 - In two places, change "thirtieth (30th)" to "thirty-first (31st)".
- 4. Section 6 - Change "thirty (30)" to "thirty-one (31)".

ARTICLE 2

RIGHTS OF MANAGEMENT

- 5. Section 8 - In the second line, after the word "necessary", add the words "and reasonable".

ARTICLE 3

WAGES AND CLASSIFICATIONS

- 6. Section 13 - In the first paragraph, delete the parenthetical expression "(exclusive of Courtesy Clerks)".

Negotiating Note: Gives Courtesy Clerks credit for past experience in regard to application for wage rates.

- 7. Section 13 - Add: "If a new job classifications, not presently in existence are established in the bargaining unit, the parties shall, within thirty (30) days of request by either party, negotiate appropriate wage rates."

ARTICLE 4

OVERTIME AND HOURS

- 8. Section 14 - After the second paragraph, add new paragraphs as follows:
"A regular full-time employee is described as an employee who has been hired as such or scheduled or worked forty (40) or more hours a week for four (4) consecutive weeks, except for students hired as or

advanced to regular full-time status between May 15th and September 15th and except for regular Non Foods or General Merchandise Clerks advanced to regular full-time status between November 15th and January 15th.

9. An employee who has achieved the status of regular full-time shall retain that status unless he is scheduled for an average of less than forty (40) hours per week for twelve (12) consecutive weeks at which time he shall be reclassified as part-time and shall retain his most recent date of hire as his seniority date on the part-time seniority list.
10. In the third paragraph of the current contract, change the second sentence to read: "Students and Courtesy Clerks shall not be scheduled for less than three (3) hours per day, provided they are available for such work."

Negotiating Note: Previous contract only provided for two hours.

11. Section 16 - Delete present language and insert the following new language: "Each employee who is scheduled to work in excess of five (5) hours in a day shall receive, on his own time, a one (1) hour lunch period, or, upon mutual agreement between the employee and the Employer, a one-half (½) hour lunch period at approximately the middle of his workday. Individual employees' change of lunch period from one (1) hour to one-half (½) hour, or vice versa, shall occur only at the beginning of a new work schedule."

There shall be no daily split shifts.

ARTICLE 5

SUNDAY PREMIUMS

12. Section 17 - Change the second sentence to read: "The Sunday premium, for hours worked up to eight (8), shall in no instance be offset against any weekly overtime which may be due under subparagraphs b and d of Section 14 above because of the fact that the employee worked over forty (40) hours or thirty-two (32) hours in the particular workweek."
13. Add the following paragraph as new language in Section 17: "An employee whose straight-time schedule shift begins on Saturday and continues beyond midnight on Saturday shall receive Sunday Premium Pay for those hours worked on Saturday, and such shifts in their entirety shall be the first shift of the new workweek."
14. "In those situations where an employee's straight-time schedule shift begins at or after 8:00 p.m. on Saturday and continues beyond midnight on Saturday, the Employer shall not reschedule or reduce the hours of such employee for the sole purpose of avoiding the payment of such Sunday premium, though it is recognized that changes in the schedule may be necessitated by changes in business operations."

ARTICLE 6

NIGHT PREMIUMS

15. Section 18 - Effective the Sunday following ratification, the present 6:00 p.m. to 12:00 midnight premium of 15¢ per hour shall be increased to 25¢ per hour and the 12:00 midnight to 6:00 a.m. premium of 25¢ per hour shall be increased to 35¢ per hour.

ARTICLE 7

RELIEF PERIODS

16. Revise present language to read: "The Employer will give employees a relief period of ten (10) uninterrupted minutes in the rest area for each four (4) hour period worked, not to exceed two (2) such relief periods per day."

Effective January 1, 1974, the Employer will give employees a relief period of fifteen (15) uninterrupted minutes for each four (4) hour period worked, not to exceed two (2) such relief periods per day.

Negotiating Note: This stops employers from calling the employees back from their rest periods.

ARTICLE 11

REPORTING PAY

17. Change second paragraph to read: "Students and Courtesy Clerks able to render required services shall, if called for work, be guaranteed three (3) hours' pay, provided the employee is able and available to work the three (3) hours."

ARTICLE 14

SENIORITY

18. Section 26 - Seniority is the length of continuous employment with the Employer. Seniority shall be dated from the date the employee actually reports for work.

Seniority shall be broken only by the following:

19. Quit
Justifiable discharge
Lay-off of more than six (6) months -- (NOTE): Previous contract only provided for three months.
Failure to return to work in accordance with the terms of a leave of absence.
20. Failure to report for work upon recall after a layoff within five (5) days after date of mailing of recall notice sent by registered letter to the last address furnished in writing to the Employer by the employee.
21. Section 28 - When an employee is required to perform work in a higher classification, he shall receive the higher rate, based on his experience; but if required to perform work in a lower classification, he shall retain his regular rate except in the case of actual demotion when the employee shall receive pay according to his classification.
22. Courtesy Clerks will receive the higher rate the first hour and continue so long as they perform the higher classified work.

Negotiating Note: This provides and corrects and makes certain that any employee working in a higher classification or work will receive that higher rate of pay for the higher classification of work.
Example: If a booth cashier assigns work or supervises other employees he/she would receive the Head Clerk rate of pay.

23. In the case of transfers from store to store, seniority shall be considered by job classification. Transfers shall not be for capricious, arbitrary, or disciplinary reasons.

Negotiating Note: A violation of which is subject to the grievance and arbitration procedures.

24. AVAILABLE HOURS CLAUSE -- When it is necessary to work additional hours, the additional hours shall be assigned to employees in the classification in the store who are scheduled for less than forty (40) hours in the week, in the order of seniority, provided the employees possess the skill and ability to perform the work required and provided the employee is available to work the necessary hours and has notified the Store Manager in writing of his desire for additional hours. Nothing herein shall be construed to require the scheduling of additional hours for any employee which will provide him more than forty (40) hours in a week.
25. SCHEDULING BY SENIORITY -- Regular full-time All-Purpose Clerks (including night stockers), Bakery Clerks and Non-Foods or General Merchandise Clerks may request particular schedules and be so assigned in accordance with their seniority within their classification by submitting such request in writing, provided they are qualified and available to perform the necessary work. An employee who has made such election shall retain this schedule for ninety (90) days provided this schedule is available.
26. For the purposes of this Article, 'additional hours' shall include hours made available by a terminating employee whose hours the Store Manager deems necessary to fill. The employee being assigned the additional hours shall not have the right to accept such hours in part, but shall be obliged to accept the entire schedule.
27. After six (6) months of work on a night-stocking crew, these employees shall have the right, based on seniority, to claim any available day shift in the same store for which they are qualified and available.
28. Employees who have requested additional hours or schedule changes in writing as set forth above, shall have until noon on the Saturday following posting of the schedule to take issue with that schedule or his right to take issue shall be waived. Should he raise such issue in timely fashion and should it not be resolved, it shall be subject to the grievance procedure set forth elsewhere in this Agreement. It shall be the responsibility of each employee to make himself aware of the schedule and any changes made therein.
29. No employee shall be scheduled for less than twelve (12) hours in a workweek, if available.

ARTICLE 16

NO DISCRIMINATION

30. Section 31 - Add a new paragraph to read: "Use of the male gender herein shall, except as the context requires otherwise, be deemed to include the female gender."

ARTICLE 19

WORK SCHEDULES

(Changes to be effective on first Sunday following thirty (30) days from date of ratification.)

31. Section 39 - From the first paragraph of the language of the old Agreement, delete the words "but not limited to" and "and so on."
32. Section 39 - Change language to post schedules at "9:00 a.m. on Friday" in ink, including employee's last name and first initial.

ARTICLE 21

GRIEVANCES

&

ARTICLE 22

ARBITRATION

Combine these two Articles into a new Article entitled DISPUTE PROCEDURES to read as follows:

33. The Union shall have the right to designate no more than two (2) Stewards in the store in which they work who shall perform their duties with the least possible inconvenience to the Employer. Such Steward shall have top seniority with respect to lay-offs in that store. Such Stewards shall not be discriminated against because of their Union activities.

The Store Manager shall be advised in writing by the Union of the name of the steward(s) in his store.

Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

- Step 1. By conference during scheduled working hours between the Steward and/or the Union's Business Representative and/or the aggrieved employees and the manager of the store.
- Step 2. If the grievance cannot be satisfactorily resolved under Step 1 above, the grievance shall be reduced to writing and submitted to the representative designated by the Employer to handle such matters. Such submission shall be made within twenty (20) days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of an express provision of this Agreement. (In the case of a discharge, the time limits shall be fourteen (14) days). The Employer designee and the Union Business Representative shall meet with reasonable promptness and attempt to resolve the grievance.

"In an instance where an employee feels he has not been paid in accordance with the wage progression scales set forth herein, such employee shall have an obligation to bring this to the attention of the Store Manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis but not beyond ninety (90) days prior to the date on which the grievance is presented in writing.

- Step 3. If the grievance is not satisfactorily adjusted in Step 2, either party may, with reasonable promptness, in writing, request arbitration and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The executive board of the Union shall have the exclusive right to determine whether or not the employee's grievance shall be submitted to arbitration by the Union. The parties shall forthwith attempt to agree upon an impartial arbitrator.

In the event the parties are unable to reach agreement upon the selection of an arbitrator, the party requesting arbitration may, with reasonable promptness, request a panel of five (5) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. From this panel of five names, each party shall strike two names and the remaining arbitrator from the list shall be the impartial arbitrator. A finding or award of the arbitrator shall be final and conclusive upon the parties hereto.

The arbitrator shall have all the rights, power, and duties herein given, granted and imposed upon him; but his award shall not change, alter or modify any of the terms and conditions set forth in this Agreement. The expenses of the impartial arbitrator shall be shared equally by the parties.

34. Add: During the life of this Agreement, there shall be no lockout, strike or stoppage of work; however, the Employer will not require any employee to cross a legally established primary picket line approved by the Chief Executive Officer of the Union.

ARTICLE 25

JURY DUTY

35. Delete: "(exclusive of less than full-time Courtesy Clerks)"

Negotiating Note: This includes all courtesy clerks.

ARTICLE 27

GROUP INSURANCE

36. Effective November 1, 1974, the Employer contribution shall be increased from \$29.75 per month to \$38.40 per month.

ARTICLE 28

SICK LEAVE

37. Effective the Sunday following ratification: Change 3rd paragraph, second sentence to read: "Said sick leave is to commence on the second workday's absence for sickness or non-occupational injury, and on the first workday's absence if the employee is hospitalized."

ARTICLE 29

PENSION

38. Effective the first day of the month following ratification, the Employer contribution shall be increased from "ten cents (10¢) per hour to "fifteen cents (15¢)" per hour.

ARTICLE 33

LEAVES OF ABSENCE

39. Section 57 - 1st paragraph
Revise language to read: "Leaves of absence without pay for reasonable periods, shall be granted by the Employer to employees who have completed three (3) months of service for reasons of bona fide illness or disability. Pregnancy shall be treated as a bona fide illness or disability."

ADDITIONAL HOLIDAY (ECONOMIC ITEM)

40. Effective on anniversary dates of employment which occur after November 3, 1974, a personal, anniversary date of employment holiday shall be an additional paid holiday for all employees other than Courtesy Clerks. In addition to the qualifying requirements for all other holidays, the employee must advise the Store Manager at least two (2) weeks in advance of his forthcoming anniversary date in order to qualify for holiday pay. The Employer retains the right to schedule the employee's anniversary holiday during the week in which the anniversary date occurs. C67

ADDITIONAL VACATION (ECONOMIC ITEM)

41. Effective November 1, 1975, Article 17, Section 32 shall be changed to read "two (2) weeks' paid vacation after two (2) years' service."

42. A thirty (30) month contract with right to negotiate wages November 3, 1974, and November 2, 1975, with the absolute right to strike if necessary. E21
1 1

Negotiating Note: Presently the Food Industry is covered by mandatory controls by the Cost of Living Council. If no controls exist on the wage reopening date, the Union will have the right to negotiate any wage increases the membership desires without restrictions.

POINT OF INTEREST: If this package is approved by the membership, we will be back in negotiations in nine (9) months, eighteen (18) days

APPENDIX "A"

The minimum wages for the indicated classifications shall be as follows; effective the first Sunday following ratification and to remain in effect through November 2, 1974:

<u>CLASSIFICATION</u>	<u>New Rate</u>	<u>Cents Per Hour Increase</u>
Assistant Store Manager	\$4.88	27¢
Produce Department Head	4.78	27¢
Head Clerk	4.63	27¢
All Purpose Clerks (Apprentice Scale)		
First 960 Hours of work	3.15	27¢
Second 960 Hours of work	3.50	25¢ to 62¢
Third 960 Hours of work	3.88	44¢ to 63¢
Journeyman	4.46	25¢ to 80¢
Courtesy Clerks		
First 480 Hours of work	2.00	35¢
Second 480 Hours of work	2.15	30¢
Thereafter	2.25	25¢

(Negotiation Notes - The classification of Limited Duty Clerks was eliminated and employees previously classified as Limited Duty Clerks are now classified as All Purpose Clerks.)

It is understood that employees presently working in classifications listed above who are being paid above such classification rate in the contract will receive an increase in the same number of cents per hour as the classification provided in the contract but in no case shall said increase exceed 27¢ per hour.

CLASSIFICATION

New Rate

Cents Per Hour
Increase

Department Head Trainee
(when designated by the
Employer)

\$ 4.46

27¢

Non-Foods or General
Merchandise Clerk

First 960 Hours of work
Second 960 hours of work
Thereafter

2.75
3.10
3.50

45¢ to 80¢
45¢ to 80¢
49¢ to 88¢

A non-foods or general merchandise clerk's duties shall not include operating a check stand where food items are handled or stocking or price marking food or bakery merchandise, but shall include pricing, handling, displaying, selling and stocking those items generally considered as non-food, general merchandise or drug merchandise.

Employees classified as non-foods or general merchandise clerks and department managers will be considered as a separate group for the purpose of applying the seniority provisions of Article 13 of the Principal Agreement.

It is further agreed that seasonal employees working in the classifications listed above shall be excluded from the terms of this agreement.

It is understood that employees presently working in classifications listed above who are being paid above such classification rate in the contract will receive an increase in the same number of cents per hour as the classification provided in the contract but in no case shall said increase exceed 27¢ per hour.



APPENDIX "B" - BAKERY RATES

The minimum wages for the indicated classifications below shall be as follows for employers signatory to this Agreement other than King Soopers and Safeway, Inc. and shall be in effect the first Sunday following ratification and remain in effect through November 2, 1974;

<u>CLASSIFICATION</u>	<u>New Rate</u>	<u>Cents Per Hour Increase</u>
Bakery Clerks		
First 960 Hours of work	\$2.40	25¢
Second 960 Hours of work	2.75	49¢ to 60¢
Thereafter	3.25	49¢ to 80¢
Head Bakery Sales Clerk (when designated by the Employer)	3.75	75¢

The Head Bakery Sales Clerk is the employee in each store who is directly responsible to the Employer for the operation of the Bakery Department. This shall not be construed as meaning that the Employer is required to designate a Head Bakery Sales Clerk for the Bakery Department in each store in which it has a Bakery Department, inasmuch as the Employer may not choose to assign the managerial responsibilities to any employee within the Department, depending on the set-up in the particular store, the size of the Department, etc.

The minimum wages for the indicated classifications listed below shall be applicable to employees employed by King Soopers and Safeway, Inc. only and shall be effective the first Sunday following ratification and remain in effect through November 2, 1974;

CLASSIFICATION	<u>New Rate</u>	<u>Cents Per Hour Increase</u>
Bakery Clerk		
First 960 hours of work	\$ 2.75	45¢ to 80¢
Second 960 hours of work	3.10	45¢ to 80¢
Thereafter	3.50	49¢ to 88¢
Head Baker or Assistant Manager (when designated by the Employer)	4.00	90¢
Bakery Department Manager	4.63	27¢

Bakery Clerks, Head Bakery Sales Clerks and Bakery Department Managers who are employees of employers signatory to this Agreement will be considered as a separate group for the purpose of applying the Seniority provisions of Article 13.

It is understood that employees presently working in classifications listed above who are being paid above such classification rate in the contract will receive an increase in the same number of cents per hour as the classification provided in the contract but in no case shall said increase exceed 27¢ per hour.

APPENDIX "C"

NON-FOODS OR GENERAL MERCHANDISE RATES

The minimum wages for the indicated classifications below shall be as follows for employers signatory to this Agreement other than King Soopers and Safeway, Inc. and shall be in effect the first Sunday following ratification and remain in effect through November 2, 1974:

<u>CLASSIFICATION</u>	<u>New Rate</u>	<u>Cents Per Hour Increase</u>
General Merchandise Department Manager (when designated by the Employer)	\$3.75	1.13
Non-Foods or General Merchandise Clerks		
First 960 hours of work	2.40	50¢
Second 960 hours of work	2.75	71¢ to 85¢
Thereafter	3.25	69¢ to 1.00

The minimum wages for the indicated classifications listed below shall be applicable to employees employed by King Soopers only and shall be effective the first Sunday following ratification and remain in effect through November 2, 1974:

<u>CLASSIFICATION</u>	<u>New Rate</u>	<u>Cents Per Hour Increase</u>
General Merchandise Manager (Expanded store)	\$5.29	27¢
Assistant General Merchandise Manager (Expanded store - when designated by the Employer)	4.88	27¢
General Merchandise Manager (Non-Expanded store)	4.63	27¢

THE RANK AND FILE NEGOTIATING COMMITTEE RECOMMEND
ACCEPTANCE OF THIS CONTRACT PROPOSAL.

Ron Poulin

Ron Poulin

K's 26

Wayne Dennis

Wayne Dennis

K's 35

Mary Archuletta

Mary Archuletta

S.W. 212

Dick Steicklein

Dick Steicklein

D.F. 35

Maxine Buchanan

Maxine Buchanan

S.W. 212

Willie Acker

Willie Acker

K's 11

Otto Herold

Otto Herold

S.W. 125

Ed Hansen

Ed Hansen

D.F. 39

Wayne Ward

Wayne Ward

K's 19

Ron Hall

Ron Hall

K's - Colo. Springs

Betty Jo Neil

Betty Jo Neil

K.M. 69