7-27-1975

Food Fair Stores, Incorporated and Retail Clerks Union, Local 1636, AFL-CIO (1975)

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Food Fair Stores, Incorporated and Retail Clerks Union, Local 1636, AFL-CIO (1975)

Location
Tampa, Florida

Effective Date
7-27-1975

Expiration Date
July 1978

Number of Workers
750

Employer
Food Fair Stores, Inc.

Union
Retail Clerks Union

Union Local
1636

NAICS
44

Sector
P

Item ID
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Comments
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ARTICLE 1. INTENT AND PURPOSE

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial relationship between the Employer and the Union and so set forth herein rates of pay, hours of work, and working conditions to be observed between the parties.

ARTICLE 2. COVERAGE

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent of a unit consisting of all employees including the Dairy-Deli Department as certified in the Employer's present and future retail food stores, and in the present and future retail food stores of any subsidiary under any trade name, operated or controlled in the West Coast Division, State of Florida, with respect to rates of pay, wages, hours, and all other conditions of employment except employees working exclusively in the Meat Department of the Employer's Retail Stores, Store Managers, Assistant Managers, Store Manager Trainees, and Security Personnel.

ARTICLE 3. UNION SECURITY PROVISION

SECTION 1.

If, during the life of this Agreement or any renewal or extension thereof, the laws of the State of Florida are changed or amended to make Union-Shop agreements valid, such an agreement shall become effective immediately and become a part of this Agreement or any renewal or extension thereof.

SECTION 2. AGENCY SHOP CLAUSE

"Employees shall have the right to voluntarily join or refrain from joining the Union. Employees who choose not to join the Union, however, and who are covered by the terms of this contract, shall be required to pay as a condition of employment, an initial service fee and monthly service fees to the Union for the purpose of aiding the Union in defraying costs in connection with its legal obligations and responsibilities as the exclusive bargaining agent of the employees in the appropriate bargaining unit. The aforesaid fees shall be payable on or before the first (1st) day of each month, and such sums shall in no case exceed the initiation fees and the membership dues paid by those who voluntarily choose to join the Union. Other than the payment of these service fees, those employees who do not choose to join the Union shall be under no further financial obligations or requirements of any kind to the Union."

It shall also be a condition of employment that all employees covered by this Agreement shall, on the thirty-first (31st) day following the beginning of such employment or the effective date of this Agreement, whichever is later, pay established initial and monthly service fees as shown above.

ARTICLE 4. MANAGEMENT

The management of the business and the direction of the employees, including the right to plan, direct, and control store operations, hire, suspend or discharge for just cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to introduce new or improved methods or other facilities and the right to establish and maintain reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer, provided that this right shall not be used for the purpose of discrimination against any employee.
ARTICLE 5. NON-DISCRIMINATION

The Employer agrees it will not discriminate against any employee because of Union membership, or because of any Union activity, or because of race, color, religion, sex or natural origin.

ARTICLE 6. GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1.

The Employer and the Union shall make a sincere effort to settle promptly any differences, disputes or complaints arising over the interpretation or application of the contents of this Agreement through the following steps:

STEP ONE: By conference between the aggrieved employee, the Steward, and/or Union business agent, and the Store Manager within seven (7) working days after the occurrence of the grievance. Wage claims will not be restricted to the above time limit. If the grievance is not settled within three (3) days, it shall be processed in Step Two.

STEP TWO: By conference between the steward and/or business agent with the store manager and district manager within ten (10) days of the occurrence of the grievance. If the grievance is not settled within three (3) days, it shall be processed in Step Three.

STEP THREE: The Union shall submit in writing all pertinent facts pertaining to the grievance to a representative in the Industrial Relations Department within five (5) days from Step Two. If the grievance is not settled within five (5) days, it shall be referred to arbitration.

SECTION 2.

(a) The Union and the Employer each shall appoint a representative to meet in an effort to settle the grievance. If the representative of the Union and the representative of the Employer fail to settle satisfactory the complaint within forty-eight (48) hours, those two persons will attempt to agree on a local arbitrator. If unable to agree they shall request the Federal Mediation and Conciliation Service to provide a panel of persons from which an Arbitrator shall be selected by alternative striking by the two representatives. This Arbitrator so selected shall constitute the Board of Arbitration, and his decision shall be binding on both parties. The expense incurred in the Arbitration proceedings such as hearing room, stenographer, transcript for each party and the Arbitrator’s fees shall be divided equally between the Union and the Employer.

(b) The Arbitrator or Board of Arbitration shall have no right to modify, amend, or add to the terms of this Agreement or to require of the Company, the Union, or any employee of the Company any act which he is not required by law or by this Agreement to perform.

SECTION 3.

No grievance shall be considered unless the procedure outlined above is followed. Under all circumstances, an employee or the Union must give the Employer notice in writing of intention to contest a discharge or disciplinary action within five (5) days from the date on which the Union has received written notice of the discharge or disciplinary action. If such notice is not so given, the aggrieved party and the Union shall be deemed to have waived its rights or their rights to Arbitration.

SECTION 4.

Upon request, the Store Manager will grant to any accredited Union Representative the right to communicate with the employees of the store.

SECTION 5.

The Employer shall have the right to call a conference with the Steward or Representative of the Union for the purpose of discussing grievances, criticisms or other problems.
ARTICLE 7. DISCHARGE - EMPLOYMENT - PROMOTION

SECTION 1.

The power of discharge and discipline for just cause, to promote and demote, lies with the Employer, but shall be subject to the grievance procedure. If such grievance is decided in favor of the employee, he shall be entitled to reinstatement and if the Arbitrator decided that the employee is entitled to pay for lost time, such pay will not exceed the straight time pay for the basic work week. It is agreed that this power shall be exercised with justice with regard to the rights of the employees and that this power will not be used to discriminate against any employee.

SECTION 2.

The Employer will give the Union notice of all discharges and layoffs within one (1) week after the employee's discharge or layoff. Notices shall be mailed to the Union headquarters.

ARTICLE 8. STEWARDS

SECTION 1.

It is understood that the Stewards of the Union, at all times shall be regular full-time employees, and the Union shall furnish the Employer with a complete list of Stewards, which shall be supplemented from time to time as may be necessary. Exceptions may be made by mutual consent.

SECTION 2.

It is understood that the Union will use its best efforts to secure as Stewards a high calibre of employee, who shall be required to conform to the standards and qualifications required by the Union.

SECTION 3.

The Stewards or other individual employees covered hereby shall not be considered agents of the Union for the purpose of calling strikes or causing shutdowns or in any other way interfering with the normal operations of the store.

SECTION 4.

On layoffs and transfers, Stewards shall enjoy super-seniority. The Steward in each store shall be the last employee to be transferred or laid off, except that by agreement between the Union and the Employer, a Steward may be transferred. The Union agrees that it will not appoint Stewards to avoid pending transfers.

ARTICLE 9. ABSENTEEISM, TARDINESS AND COMPANY RULES

SECTION 1.

The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, and conduct on the job.

SECTION 2.

The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices in improving the cleanliness and good housekeeping of the stores and in caring for equipment.

SECTION 3.

The Union agrees to cooperate in the correction of inefficiencies of members which might otherwise necessitate discharge.

SECTION 4.

The Union and its members agree to make an earnest effort to recommend new employees to the Employer and to aid in decreasing labor turnover in the stores.
SECTION 5.

The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

ARTICLE 10. EFFECT OF INVALIDITY

SECTION 1.

The parties hereto agree that should any Article, part or paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective or unenforceable, said Article, part or paragraph shall not affect the validity and enforceability of any other Article, part or paragraph hereof, and the remainder of this Agreement shall continue in full force and effect.

SECTION 2.

The parties also agree to renegotiate any Article, part or paragraph of the Agreement that has been declared unlawful, invalid, ineffective or unenforceable as specified above.

ARTICLE 11. VACATIONS

SECTION 1.

A vacation of one (1) week, with pay, shall be granted to all regular full-time employees with at least one (1) year, but less than two (2) years of continuous service on the job with Employer.

SECTION 2.

A vacation of two (2) weeks, with pay, shall be granted to all regular full-time employees with two (2) years or more of continuous service on the job with Employer.

SECTION 3.

A vacation of three (3) weeks, with pay, shall be granted to all regular full-time employees with ten (10) years or more of continuous service on the job with Employer.

Employees shall take two (2) weeks of the three (3) weeks vacation during consecutive weeks. The third (3rd) week need not be consecutive, but shall be scheduled by mutual agreement with the Employer.

SECTION 4.

Effective with the 1975 vacation period, a vacation of four (4) weeks with pay shall be granted to all regular full-time employees with fifteen (15) years or more of continuous service on the job with the Employer. Employees shall take three (3) weeks of the four (4) weeks vacation during consecutive weeks. The fourth (4th) week need not be consecutive but shall be scheduled by mutual agreement with the Employer.

SECTION 5.

Vacation pay is to be based on the regular weekly hours multiplied by the straight time hourly rate for all regular full-time employees.

SECTION 6.

An employee shall become eligible for vacation following his anniversary date of employment and may receive his vacation at any time between March 1 and November 15, but not later than his succeeding anniversary date of employment.

SECTION 7.

In the event the services of an employee are terminated for any reason, voluntary or involuntary, except discharge because of dishonesty, after the vacation has been earned but before it has been received, there shall be paid to such employee salary covering the period of vacation to which he is entitled upon termination of services.
SECTION 8.

Employees are entitled to receive their vacation pay at the beginning of their vacation period.

SECTION 9.

Employees who, having qualified for a vacation, become disabled prior to having received their vacation, may upon request to the Company, receive their vacation pay.

SECTION 10.

Every reasonable effort shall be made to schedule vacation dates in line with the employee's desire, but subject to the needs of the business. Employees shall be given the opportunity to choose vacation dates on the basis of their length of service.

SECTION 11.

Employees entitled to vacation will not be allowed to take money instead of vacation.

SECTION 12.

If a holiday falls during an employee's vacation period, said employee shall receive one (1) extra day off, with pay.

SECTION 13.

An employee working for a competitor (grocery and/or meat) during his vacation period shall be considered to have voluntarily quit his employment with the Company.

SECTION 14.

Regular part-time employees working thirty (30) hours or more per week consistently during the year, shall be considered as full-time employees for the purpose of vacations and holidays.

SECTION 15.

In consideration of continuity of service, absence from work, for a total of sixty (60) calendar days due to sickness or excused absence during any one (1) anniversary year, shall be considered a break in service but will affect only the particular vacation year in which the break occurred. In the case of injury while in the service of the Employer, an employee may absent himself from work up to one (1) year based on medical proof which will only be construed as a break in service for the particular vacation year or years affected. Employees who are absent in excess of sixty (60) calendar days, and who are eligible for one (1) or more weeks of vacation, shall forfeit one (1) week vacation in that given anniversary year. Employees who are eligible for two (2) or more weeks vacation and who are absent from work more than one-hundred-twenty (120) calendar days, shall forfeit two (2) weeks vacation in that given anniversary year. Employees who are eligible for three (3) or more weeks vacation and who are absent from work for more than one-hundred-eighty (180) calendar days, shall forfeit all vacation in that given anniversary year.

SECTION 16.

VACATION FOR PART-TIME EMPLOYEES - Part-time employees shall be entitled to a vacation proportionate to the amount of their employment processed on the basis of the average weekly straight time hours worked during the preceding year, according to the vacation formula set forth above and subject to the same conditions as pertain to full-time employees.

ARTICLE 12. HOLIDAYS

SECTION 1.

The following shall be recognized as holidays: New Year's Day, Labor Day, Christmas Day, Fourth of July, Thanksgiving Day, or days legally celebrated in lieu thereof, Personal Holiday #1, Personal Holiday #2, as defined below, and effective July 27, 1975, Birthday Holiday, as defined below.
 Qualifying for Personal Holiday #1: One (1) personal holiday shall be granted to each full-time employee with three (3) months service.

(b) No more than one (1) employee shall be scheduled for a personal holiday in a week in a department. If two (2) employees in the same department request paid personal holiday in the same week, seniority will prevail.

(c) No personal holiday shall be scheduled in a holiday week or the week prior to a holiday week.

(d) Qualifying for Personal Holiday #2: Full-time employees with one (1) or more years of service shall be eligible for one (1) personal holiday. No more than one (1) employee shall be scheduled for a personal holiday in a week within a store, if two (2) or more employees in the same store request paid personal holiday in the same week, seniority will prevail. No personal holiday shall be scheduled in a holiday week or the week prior to a holiday week and all personal holidays will be scheduled in accordance with the needs of the business.

(e) Effective July 27, 1975, the employee's Birthday Holiday shall be granted to each full-time employee with one (1) year of continuous service, on his actual birthday, except if the employee's birthday:

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<tr>
<td>1. Sunday</td>
<td>1. Monday of same week</td>
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<tr>
<td>2. Employee's day off</td>
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<td>3. One of above holidays</td>
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</tr>
<tr>
<td>4. Another employee's birthday with more seniority</td>
<td>4. Another day in following week</td>
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<td>5. Week of holiday listed above or prior week</td>
<td>5. Another day in week following holiday week</td>
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When the employee's Birthday Holiday cannot be scheduled on his actual birthday, it shall be scheduled with the mutual consent of the Employer and employee in accordance with the above.

**SECTION 2.**

A full-time employee who works his scheduled day before and his scheduled day after one (1) of the holidays listed above shall receive eight (8) hours pay at his straight time hourly rate.

**SECTION 3.**

An absence due to proven illness on the employee's scheduled work day before or after the holiday shall not disqualify the employee for his holiday pay.

**SECTION 4.**

An employee who works on any of the holidays listed above shall be paid one and one-half (1 1/2) times his regular rate of pay for all hours worked on the holiday. And in addition, he shall receive the holiday pay provided for in paragraph two (2) above if he qualifies for paid holiday pay.

**SECTION 5.**

The work week during which any of the above specified holidays fall shall be thirty-two (32) hours for all regular full-time employees covered by this Agreement.

**SECTION 6.**

The holiday period shall be considered as starting at midnight and ending at midnight.
SECTION 7.

HOLIDAYS FOR PART-TIME EMPLOYEES - If one (1) of the above holidays falls on a day on which a part-time employee with three (3) months or more of continuous service with the Employer, is regularly scheduled, he will be paid four (4) hours holiday pay at his straight time hourly rate, provided he works his scheduled work day before and his scheduled work day after said holiday, and provided he works at least one (1) day in the holiday week, except the second Personal Holiday which requires one (1) year or more of continuous service.

ARTICLE 13.

LEAVE FOR PREGNANCY

SECTION 1.

A pregnancy leave of absence shall be granted to any employee who has completed at least one (1) year of continuous service. The pregnancy leave of absence shall begin at a time, prior to childbirth, that the employee's doctor determines that she should no longer work. In the event of a disagreement, the Employer's doctor may be requested to determine when she may no longer work. If there is further disagreement, then a third and impartial doctor will examine the employee and determine when she may no longer work. The expenses of this third examination will be shared equally between the Union and the Employer.

SECTION 2.

In returning to work she shall be returned to the store from which she left provided her length of service is greater than employees in similar job classifications at work in the store.

SECTION 3.

When returning from the leave she must give the Personnel Office fifteen (15) days notice of her desire to return to work.

ARTICLE 14.

UNION LEAVE OF ABSENCE

SECTION 1.

Any employee in the bargaining unit who is elected or appointed to a paid office in the Union, shall be granted a leave of absence, and upon the termination of said position in the Union shall be reinstated to his former position, plus such additional benefits that may be applicable in addition to his full seniority rights and privileges.

SECTION 2.

The maximum period of absence permitted will be one (1) year subject to renewal and extension for additional periods of only one (1) year. Renewal periods may be extended only through the joint and mutual consent of both the Union and the Employer.

SECTION 3.

The Union shall notify the Employer of any change in the employee's status with the Union and said employee must request reinstatement to his former position not later than fifteen (15) days after the Employer receives notification from the Union.

SECTION 4.

The Employer agrees to permit no more than two (2) employees leave of absence without pay in order to attend a union convention or convention to which said employee may have been elected or appointed, provided there is no more than one (1) employee from any one (1) store. The Union will notify the Employer the names of the delegates in advance in order that their jobs may be adequately covered during such leave of absence.

ARTICLE 15.

LEAVE OF ABSENCE

SECTION 1.

Any employee with more than six (6) months of service desiring a leave of absence from the job because of illness or other legitimate reasons, must
secure written permission from the Employer's Personnel Office, with a copy
mailed to the Union.

SECTION 2.

The length of absence is to be agreed upon by the Employer and the employee.

SECTION 3.

Failure to return to work in accordance with the prearranged time off shall result in the complete loss of seniority right to the employee so involved.

SECTION 4.

Any employee shall be excused for up to five (5) days for an emergency leave of absence from work in the case of serious illness or injury of the employee, or sudden death in the employee's immediate family provided that the employee shall make every reasonable effort to notify the Employer within twenty-four (24) hours of the commencement of said leave. It will be the responsibility of the employee to furnish the Employer with adequate proof of the need for the Emergency Leave of Absence on his return to work.

ARTICLE 16.

HOURS

SECTION 1.

The hours or work for each employee shall be scheduled by the Employer.

SECTION 2.

The Employer shall post a work schedule showing employee's full name for all employees, no later than 4:00 P.M., Friday, for the following week. Such schedule shall be posted outside the office and in a place accessible to the Union representatives.

SECTION 3a.

The maximum straight time work week shall consist of forty (40) hours to be worked in five (5) days within the calendar week.

SECTION 3b.

The maximum straight time work day shall consist of nine (9) hours. This provision may apply for no more than two (2) days per week.

SECTION 3c.

Overtime is defined as work in excess of straight time work day and/or work weeks described above. Overtime work shall be paid for at one and one-half (1½) times the employee's regular hourly rate of pay.

SECTION 4.

The five (5) day work week does not have to be consecutive days.

SECTION 5.

All full-time employees shall be paid time and one-half (1½) for all work performed on the sixth (6th) day in a work week.

SECTION 6.

Any employee called into work on his scheduled day off shall be paid at the rate of time and one-half (1½) except in cases of epidemics, storms, or other acts of God. This provision does not apply to part-time employees, however, all other overtime provisions shall apply. Part-time employees will cooperate with the Company by working unscheduled hours. The Company will not discriminate against a part-time employee if he cannot work unscheduled hours for good reason. The Employer may scheduled part-time employees six (6) days per week.

SECTION 7.

No employee shall be required to accept time off as compensation for overtime worked.
SECTION 8a.
A full-time employee scheduled to work on a particular day shall be guaranteed the scheduled hours for that day, provided he reports to work as scheduled.

SECTION 8b.
Any employee, except students, reporting for work as requested at a time other than scheduled, shall be guaranteed four (4) hours work or four (4) hours pay in lieu thereof.

SECTION 8c.
School students, working after school, shall be guaranteed two (2) hours work or two (2) hours pay in lieu thereof. On non-school days said students shall be guaranteed four (4) hours work.

SECTION 9.
There shall be no pyramiding of overtime.

SECTION 10.
There shall be no tolerance time. Employees will be paid for all time worked.

SECTION 11.
Any employee called in on Sundays and holidays shall be guaranteed five (5) hours work or pay in lieu thereof.

SECTION 12.
No employee shall be required to work a split shift schedule.

ARTICLE 17.
No employee shall suffer a reduction in wages or reduced vacation time or split shift by any provision of this Agreement or the signing thereof.

ARTICLE 16.
The Employer will deduct Union initiation fees and dues on the fourth (4th) Saturday of each month from the pay of the employees who are members of the Union, and who individually and voluntarily certify in writing an authorization for such deductions in the amount certified by the local union to be due and owing. The Employer shall forward same to the Financial Secretary of the local Union immediately following such reductions. The check-off authorization form to be used by the Union and recognized by the Company as follows:

CHECK-OFF AUTHORIZATION FORM

I. (employee's name), hereby voluntarily authorize (Company's Name) to deduct my initiation fee, and regular monthly dues as duly established from time to time by the Retail Clerks International Association, AFL-CIO, Local No. 1636, from my pay check on the fourth (4th) Saturday of each month, and deliver such initiation fee and dues to the aforementioned local Union.

This authorization shall continue to be in effect for the term of this contract between the Employer and the Union, or one (1) year from execution of check-off and shall automatically continue from year to year unless revoked in writing by the undersigned to the Employer, and the Union not more than fifteen (15) days nor less than ten (10) days prior to anniversary date of check-off authorization. It is understood that the Employer's responsibility for the performance of this service is strictly limited to the delivery of such dues and initiation fees to the Retail Clerks Union Local No. 1636.

Address
City
Telephone
Signed
Date
Store No.

Full-Time ( ) Part-Time ( )
ARTICLE 19 • HEALTH AND WELFARE

SECTION la.

Effective August 1, 1975, the Employer agrees to contribute forty dollars and sixty-six cents ($40.66) per month per full-time employee to the Retail Clerks Union and Employer’s Insurance Fund of Florida.

Effective August 1, 1976, the Employer agrees to increase the above contribution by four dollars and ninety-three cents ($4.93) to a new total contribution of forty-four dollars and ninety-nine cents ($44.99) per month per full-time employee to the Retail Clerks Union and Employer’s Insurance Fund of Florida.

Effective August 1, 1977, the Employer agrees to increase the immediately above contribution by an additional contribution of four dollars and thirty-three cents ($4.33) to a new total contribution of forty-nine dollars and thirty-two cents ($49.32) per month per full-time employee to the Retail Clerks Union and Employer’s Insurance Fund of Florida.

Effective May 1, 1978, the trustees of the Retail Clerks Union and Employer’s Insurance Fund of Florida will provide a new Vision Plan not to exceed a cost of six dollars ($6.00) per month per eligible employee to be paid out of the present reserve and the above contributions.

SECTION lb.

Improvements in the benefit levels of the Health & Welfare Program must be agreed upon between the Union and the Company, before such improvements are put into effect.

SECTION lc.

The trustees of the Retail Clerks Union and Employer’s Insurance Fund of Florida shall provide the following prescription drug expense benefit for all eligible employees as set forth in Section 2 below and covered dependents, effective August 1, 1975:

The employee pays the first one dollar ($1.00) of each written prescription from his doctor which is filled by a licensed pharmacist or by a hospital pharmacy for take-home;

Then the plan pays 100% of the balance of the reasonable and customary charge for the drugs prescribed up to a maximum per person per calendar year, starting January 1, 1975.

$20.00 during the months of August through December of 1974, and $20.00 per calendar year, starting January 1, 1975.

SECTION ld.

The trustees of the Retail Clerks Union and Employer’s Insurance Fund of Florida shall provide the following dental expense benefit for all eligible employees as defined in Section 2 below and covered dependents, effective August 1, 1975:

The plan shall provide for coverage of dental expense in excess of $50.00 per calendar year paying 75% of the excess covered expenses up to a maximum of:

$175 per person during the months August through December, 1975, and $350 per person per calendar year, starting January 1, 1976.

If, however, expenses are incurred for inlays, gold fillings, crowns (including precision attachments for dentures) and fixed bridge work, then the plan pays 50% of covered expense rather than 75%.

SECTION le.

The trustees of the Retail Clerks Union and Employer’s Insurance Fund of Florida shall expand the Loss-of-Time benefit presently in effect as follows:

<table>
<thead>
<tr>
<th>WEEKLY RATE - BASIC EARNINGS</th>
<th>LOSS-OF-TIME BENEFIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 70 but less than $ 80</td>
<td>$40 per week</td>
</tr>
<tr>
<td>$ 80 but less than $ 90</td>
<td>$45 per week</td>
</tr>
<tr>
<td>$ 90 but less than $100</td>
<td>$50 per week</td>
</tr>
</tbody>
</table>
SECTION 2.

Full-time employees eligible for Health and Welfare benefits shall mean those employees who have worked an average of thirty-two (32) hours or more per week for a period of eight (8) consecutive calendar weeks (256 hours). Such an employee becomes eligible for Health and Welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks (256 hours) and such date shall hereinafter be referred to as his eligibility date.

SECTION 3.

Such Health & Welfare Trust Fund shall be jointly administered Employer and Union, Trust Fund.

SECTION 4.

Contributions to the Health & Welfare Trust Fund shall be discontinued as of the first of the month following:

A. A layoff or leave of absence of thirty (30) calendar days or more except as otherwise provided below:

B. The employee's ceasing to be an eligible employee due to his failure to work an average of thirty-two (32) hours or more per week for eight (8) consecutive calendar weeks (256 hours).

ARTICLE 20.

INJURY OF THE JOB

SECTION 1.

An employee who suffers a compensable injury and is sent home by the attending physician, or the Employer, shall be paid for the time lost on the particular scheduled shift or that work day.

SECTION 2.

Should the employee's or the job injury extend through a period for which he will be paid back through the first seven (/) day waiting period, the employee will reimburse the Company for the first week's compensation.

SECTION 3.

In the interest of the welfare and protection of the employee and Employer, it shall be the responsibility of the employee to immediately notify the Store Manager, or in his absence the Employee in Charge, of any on the job injury requiring medical assistance and to report prior to the end of the scheduled work day any on the job injury only requiring the use of First Aid materials as provided in the store.

ARTICLE 21.

SENIORITY

SECTION 1.

Seniority shall be defined as the length of continuous employment with the Employer. Under this definition, the 'first employee hired shall be the first to be laid off provided the employee has the ability to perform the available work. Recall to work shall be governed by the same principles of seniority.

SECTION 2.

Full-time and part-time seniority shall be maintained separately. Full-time employees going to part-time shall go to the top of the part-time seniority list. When additional full-time help is needed, such help will be secured from the top of the full-time seniority list. Part-time help will be given full-time preference when needed on the basis of seniority provided he has the ability to perform the available work.
SECTION 3.

Seniority shall be considered lost:

(a) If an employee is laid off for a period exceeding six (6) months.

(b) If he fails to report for work for three (3) consecutive working days without notifying the Employer, unless it was impossible or unreasonable to do so.

(c) If he is duly discharged by the Employer.

(d) If he voluntarily quits.

(e) If he is recalled after layoff and fails to report for work within four (4) working days. Such recall and notification shall be, by certified mail, sent to the employee's last known address on file with the Employer. Copy of recall notice shall be mailed to the Union.

SECTION 4.

New employees shall be employed on a trial basis for thirty (30) days. During the trial period, new employees may be discharged or laid off at the sole discretion of the Employer without recourse to the grievance procedure and without reference to seniority and without obligation to rehire such employee. If the thirty (30) day trial period expires during a work week, then the period shall extend to the end of said week.

SECTION 5.

The Employer shall prepare a seniority list showing names, classifications, rates and employment dates of all employees in the bargaining unit, the list to be made available to the Union at the signing of the Agreement, and the Employer shall furnish to the Union a weekly supplemental list showing all deletions or additions to the seniority list.

ARTICLE 22.

SUNDAY WORK

SECTION 1.

All Sunday work will be paid for at the rate of time and one-half (1½) the regular rate of pay, and there will be no reduction in the work week of employees who perform Sunday work.

SECTION 2.

It will be the policy of the Employer to distribute such Sunday work on an equitable basis to those employees within a store, consistent with the needs of management in the proper operation of the store. There will be no discrimination against employees who refuse to work on Sundays, and such Sunday work will be on a voluntary basis, except that if there are not sufficient volunteers available for Sunday work, the Employer will have the right to schedule the least senior employees within the classification needed.

The Employer, before scheduling the least senior employee, will endeavor to secure voluntary help in the classification needed from other stores within an area.

ARTICLE 23.

REST PERIODS

The Employer agrees to grant all employees a fifteen (15) minute rest period for each four (4) hours, or major fraction thereof, of work, not to exceed two (2) in any one (1) day.

ARTICLE 24.

MEAL PERIODS

The Employer may schedule an employee up to one (1) hour for lunch, or one-half (½) hour for lunch and one-half (½) hour for supper per day. No employee shall work more than five (5) hours without a meal period.
ARTICLE 25. TRANSFERS

No employee shall be required to take a transfer to a store outside the jurisdiction of this contract.

ARTICLE 26. UNIFORMS & TOOLS

SECTION 1.

Uniforms which the Employer requires an employee to wear, shall be furnished and laundered by the Employer, except female uniforms.

SECTION 2.

Two (2) wash and wear frocks per year will be furnished full-time females (in this case the female employees will launder their own frocks). Upon termination of employment, the employee will surrender to the Employer the uniforms issued to the employee.

A free tie will be furnished to each male employee. If the tie is worn out and turned in to the Employer, it will be replaced. If it is lost, the employee will buy a replacement.

SECTION 3.

All tools and equipment shall be furnished by the Employer and handled as hereafter.

ARTICLE 27. UNION STORE CARD

The Union agrees to furnish to the Employer at least one (1) union store card for each of the Employer’s stores covered by this Agreement, to be displayed on such public portion of the premises as the Employer may select. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

ARTICLE 28. VOTING TIME

During the General Elections (National and State) employees shall be granted reasonable time off, with pay, to vote, providing time off is necessary. Employee shall show proof of voting registration if required by Employer.

ARTICLE 29. BULLETIN BOARDS

The Employer will provide a bulletin board in each store. The Union may post notices necessary for conducting Union business with prior approval of the Employer.

ARTICLE 30. JURY DUTY

An employee who is called to jury duty shall receive the difference between Jury Duty pay and his base pay for those days on which he actually serves, providing, he returns to his regular job on those days on which he does not serve.

ARTICLE 31. FUNERAL LEAVE WITH PAY

SECTION 1.

In the case of the death of a parent, child, spouse, brother or sister, mother-in-law or father-in-law, grandparent or grandchild of a regular full-time employee (as defined in ARTICLE 1, SECTION 4) requiring the absence of said employee from his regular scheduled assignment for the purpose of preparing for and/or attending the funeral, then such employee shall be granted a leave of absence of up to three (3) days.

SECTION 2.

Where the employee’s normal time off (vacation, holidays, designated day off, etc.) falls within the three (3) day period, he will not receive pay for three (3) days, but only for those days which are normally scheduled for work. Under no circumstances, however, shall the application of this clause result in a change in the employee’s basic weekly salary.
ARTICLE 32. SEPARATION PAY

Any full-time employee separated from the Company for any reason other than proven dishonesty or quitting, shall receive three (3) days notice or three (3) days pay in lieu thereof.

ARTICLE 33. PREVIOUS EXPERIENCE

Previous verified self-service and/or supermarket experience or its equivalent of any new employee shall be recognized. The applicant for employment shall be placed in the wage bracket for which the applicant's previous experience qualifies him or her. In order to receive credit for previous experience the applicant must state his experience at the time of being interviewed for employment and substantiated by the Employer.

Falsifying the application shall be grounds for discharge of the employee.

If within a reasonable time, sixty (60) days, no previous experience qualification has been verified, the Union and the Company shall evaluate the employee's ability and qualifications to perform the work by testing, and set the rate accordingly as established in this agreement. If within sixty (60) days from the date the rate is set, no verification has been provided from the previous employer or employers, then the established rate set by the parties shall stand and no other claims shall be made against the Employer by the employee.

Previous part-time experience would be given full credit for part-time work, however, previous part-time experience will be given only fifty percent (50%) credit for full-time work.

ARTICLE 34. COMPANY MEETINGS

All employees required to attend Company called meetings shall be compensated at their straight time hourly rate. Employees not scheduled to work immediately after the meeting shall get a minimum of one (1) hour of straight time pay.

ARTICLE 35. STRIKES AND LOCKOUTS

During the term of this Agreement, the Union agrees that its members will not engage in any strike, slow-down, picketing, boycott or other stoppage of work; and the Employer agrees not to engage in any lockout. If any kind of work stoppage occurs it shall be the duty of both the Company and the Union to instruct the employees to return to work immediately. The Company shall have the right, in its discretion, to discipline or discharge any employee who fails to do so.

The Union agrees that its members will not refuse to cross a picket line until it is duly authorized by the Local Union; and that a picket line shall not be recognized until the Company is officially notified in writing at least 48 hours in advance of such action. If any employee fails to cross an unauthorized picket line, the Company shall have the right, in its discretion, to discipline or discharge such employee.

ARTICLE 36. FIRST AID KIT

The Employer shall install and keep supplied a first aid kit in each store, in such a place convenient and accessible to the employees in event of an accident or emergency which requires medical attention.

ARTICLE 37. MERIT RAISES

No individual wage adjustment shall be made by the Employer except after consultation with, and consent of the Union, except as otherwise provided for in this agreement.

ARTICLE 38. MILITARY LEAVE

The law governing leave of absence for military service shall prevail, and failure to abide by such law shall also be considered as a violation of this agreement.
ARTICLE 39.

SECTION 1.

Wage increases under this new contract shall be effective July 27, 1975.

SECTION 2.

THE FULL-TIME EMPLOYEE WAGE SCHEDULE

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>7/27/75</th>
<th>8/1/76</th>
<th>5/29/77</th>
<th>7/31/77</th>
<th>11/27/77</th>
<th>5/28/78</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT MANAGER</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st 6 mo.</td>
<td>177.96</td>
<td>4.194</td>
<td>184.03</td>
<td>4.600/75</td>
<td>C</td>
<td>191.39</td>
</tr>
<tr>
<td>2nd 6 mo.</td>
<td>182.55</td>
<td>4.564</td>
<td>189.26</td>
<td>4.746</td>
<td>O</td>
<td>197.45</td>
</tr>
<tr>
<td>3rd 6 mo.</td>
<td>188.16</td>
<td>4.704</td>
<td>195.68</td>
<td>4.892</td>
<td>L</td>
<td>203.51</td>
</tr>
<tr>
<td>4th 6 mo.</td>
<td>191.52</td>
<td>4.788</td>
<td>199.18</td>
<td>4.979</td>
<td>A</td>
<td>207.14</td>
</tr>
<tr>
<td>Thereafter</td>
<td>193.76</td>
<td>4.844</td>
<td>201.51</td>
<td>5.057</td>
<td>A</td>
<td>209.57</td>
</tr>
</tbody>
</table>

| HEAD CASHIER |        |        |        |        |        |        |
| 1st 6 mo. | 157.92 | 3.948 | 164.23 | 4.105/75 | C | 170.80 | 4.27 | C | C |
| 2nd 6 mo. | 160.16 | 4.004 | 166.57 | 4.164/2 | C | 173.23 | 4.330/7 | O | O |
| 3rd 6 mo. | 162.40 | 4.06 | 168.89 | 4.22 | L | 175.65 | 4.39125 | L | L |
| 4th 6 mo. | 166.58 | 4.1/2 | 173.55 | 4.338/7 | C | 180.49 | 4.512/25 | A | A |
| Thereafter | 172.68 | 4.312 | 179.37 | 4.442/2 | C | 186.55 | 4.66/75 |        |        |

| CLERK |        |        |        |        |        |        |
| 1st 6 mo. | 117.00 | 2.925 | 121.68 | 3.042 | C | 126.54 | 3.163/5 | C | C |
| 2nd 6 mo. | 123.00 | 3.075 | 127.92 | 3.198 | O | 133.03 | 3.325/7 | O | O |
| 3rd 6 mo. | 132.00 | 3.320 | 137.28 | 3.432 | L | 142.77 | 3.569/25 | L | L |
| 4th 6 mo. | 140.00 | 3.58 | 145.60 | 3.64 | A | 151.42 | 3.785/5 | A | A |
| Thereafter | 152.60 | 3.90 | 159.09 | 3.975 | A | 166.00 | 4.15 |        |        |

| PORTER |        |        |        |        |        |        |
| 1st 6 mo. | 105.00 | 2.625 | 109.20 | 2.73 | C | 113.56 | 2.839 | C | C |
| 2nd 6 mo. | 109.00 | 2.725 | 113.36 | 2.834 | O | 117.89 | 2.94/75 | O | O |
| 3rd 6 mo. | 112.00 | 2.86 | 116.68 | 2.912 | L | 121.13 | 3.025/25 | L | L |
| 4th 6 mo. | 115.00 | 2.675 | 119.60 | 2.99 | A | 124.38 | 3.10/95 | A | A |
| Thereafter | 119.00 | 2.95 | 122.77 | 3.068 | A | 127.62 | 3.19/05 |        |        |

SECTION 3a.

The following across-the-board increases shall apply to all regular full-time employees on the payroll as of July 27, 1975.

Department Managers  
Head Cashiers  
Clerks  
Porters

<table>
<thead>
<tr>
<th>Utility Clerks</th>
<th>$.15 per hour</th>
</tr>
</thead>
</table>

SECTION 3b.

Full-time employees on payroll July 27, 1975

Employees below the new maximum of their job classification will receive the rate set forth in the appropriate progression based on their length of service; however, no employee will receive less than the across-the-board increase.

SECTION 3c.

Full-time employees hired after July 27, 1975

New full-time employees will receive wages on the basis of the progressions set forth above.

SECTION 4.

PART-TIME EMPLOYEES (Except Utility Clerks)

(a) Part-time employees (except Utility Clerks) hired on or before July 27, 1975 (working less than thirty (30) hours per week) will receive a wage increase of twenty-five cents (25c) per hour if he was on the payroll on July 27, 1975, and move up in the above appropriate progression schedule every nine (9) months; however, no employee will receive less than the across-the-board increase. Such part-time employees will receive the general 4½% wage increase applicable to full-time employees in 1976 and 1977.
(b) Part-time employees (except Utility Clerks) hired after July 27, 1975, will receive the following wages:

<table>
<thead>
<tr>
<th>Duration</th>
<th>Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting rate</td>
<td>$2.40 per hour</td>
</tr>
<tr>
<td>After nine (9) months</td>
<td>2.50 per hour</td>
</tr>
<tr>
<td>After eighteen (18) months</td>
<td>2.60 per hour</td>
</tr>
<tr>
<td>After twenty-seven (27) months</td>
<td>2.75 per hour</td>
</tr>
</tbody>
</table>

If the Federal Minimum Wage Law is increased during the term of this Agreement, the above starting rate shall be ten cents (10¢) higher than the appropriate minimum hourly rate.

SECTION 5. Full-Time Utility Clerks

Full-time Utility Clerks under 20 years old**
(Present agreed upon handicapped full-time)

<table>
<thead>
<tr>
<th>Duration</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 6 months</td>
<td>$2.35</td>
</tr>
<tr>
<td>Thereafter</td>
<td>2.40</td>
</tr>
</tbody>
</table>

**Full-time Utility Clerks who reach twenty (20) years of age will progress to the minimum rate of clerk wage progression schedule.

Part-Time Utility Clerks

<table>
<thead>
<tr>
<th>Duration</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st 9 months</td>
<td>$2.35</td>
</tr>
<tr>
<td>Thereafter</td>
<td>2.40</td>
</tr>
</tbody>
</table>

If the Federal Minimum Wage Law is increased during the term of this Agreement, the above starting rates shall be five cents (5¢) higher than the appropriate minimum hourly rate.

SECTION 6. For promotion of Clerks to Department Manager and for Clerk relieving a Department Manager, the employee will receive the minimum rate set forth for Department Managers or an increase of $10.00 per week whichever is higher.

SECTION 7. For promotion of a Clerk to Head Cashier or for such employee relieving a Head Cashier, the employee will receive the minimum rate for Head Cashiers or $5.00 per week increase, whichever is higher.

SECTION 8. When a part-time employee is reclassified to full-time he or she will receive one-half (½) credit for part-time work towards the next progression increase.

SECTION 9. In the event that attrition creates a department manager vacancy, the Employer and the Union will jointly discuss and decide whether such vacancy shall continue. The Union agrees to give due and proper consideration to the Employer's position in such matter. If the parties are unable to agree, the vacancy must be filled within thirty (30) days from the date the vacancy occurs.

ARTICLE 40. CASH REGISTER CLAUSE

Checkers, cashiers, handling cash, must have their own register till; no employee shall be responsible for shortages in a cash drawer unless he or she has been given the privilege of counting his cash and has been given his register readings before and after the cash has been counted. Only one (1) employee shall be empowered to ring up on a cash drawer for which he or she is responsible.

ARTICLE 41. PENSION

SECTION 1.

The Employer will continue to provide a pension plan for all regular full-time employees.
SECTION 2.

Normal retirement shall be at age 65 with a minimum of fifteen (15) years of continuous regular full-time service with Food Fair Stores, Inc. and a maximum of thirty-five (35) years of regular full-time continuous service with Food Fair Stores, Inc.

SECTION 3.

Pensions shall be calculated at the rate of seven dollars ($7.00) per month per year of Food Fair service, with a minimum of one hundred and five dollars ($105.00) per month and up to a maximum of two hundred and forty-five dollars ($245.00) per month.

Payments will begin on the first of the month following the month in which the employee retires; and will continue thereafter for the duration of the employee's life.

The Employer will fund the above Pension Plan beginning July 1, 1976, and comply with the new Pension Reform Law in all respects, including vesting after ten (10) years of Food Fair service, and survivor benefits.

Also effective on July 1, 1976, the Pension Plan shall provide for early retirement at any time after age 55 and ten (10) years of Food Fair service shall have been achieved. In the event of such an early retirement, however, the benefit payable shall be based upon Food Fair service credits earned to the early retirement date actuarially reduced by 1/25 per month by which the early retirement date precedes the achievement of age 65.

ARTICLE 42. COST OF LIVING

To determine any cost of living adjustment or any cost of living allowance for full-time employees, the following provisions only shall apply during the term of this Agreement.

1.) During the period of this Agreement the cost of living adjustment, if applicable, shall be made on May 29, 1977, November 27, 1977, and May 28, 1978.

2.) Such adjustment shall be made based on percentage changes, if any, in the first published Consumer Price Index (New Series - for Urban Wage Earners and Clerical Workers) of the Bureau of Labor Statistics, U.S. Dept./Labor (1957-59=100) all Cities (hereinafter referred to as the C.P.I.) as of the prior October, 1976, and April, 1977, in the first instance, the prior April and October, 1977, in the second instance, and the prior October, 1977, and April, 1978, in the third instance.

3.) If there is no percentage change in the C.P.I. requiring an adjustment in a different amount, the amount of the adjustment, if any, will continue in effect for an additional six (6) month period.

4.) To determine the allowance, if any, to be made under this paragraph, the percentage change in the C.P.I. level between the dates listed in Section 2 above shall be used and one percent (1%) change will be made for each full one percent (1%) change in the C.P.I.

5.) If, after an allowance has been in effect, pursuant to paragraph 2.) above, the C.P.I. shall decrease, one percent (1%) shall be deducted for each one percent (1%) decrease in the C.P.I. before an adjustment to which the C.P.I. was required to reach in order to earn the last previous amount of allowance, provided that no deduction shall be made from the authorized wage rate.

6.) In the event that the C.P.I. for April, 1977, October, 1977, or April, 1978, have not been issued by the following May 29, 1977, November 27, 1977, or May 28, 1978, respectively, then any adjustments that are required will be made at the beginning of the first pay period after receipt of the C.P.I.

7.) 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.
9. 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 would enable the Employer and the Union to determine what the C.P.I. would have been had it not been revised or discontinued, then the Employer and the Union will negotiate and agree upon an appropriate substitute for the C.P.I.

9. The Cost of Living adjustment shall not become a fixed part of the base rate for any classification.

ARTICLE 43

EXPIRATION

The Agreement shall continue in effect from July 27, 1975, through July 29, 1977, and continue in effect from year to year thereafter unless either party notifies the other party sixty (60) days prior to expiration date, or any anniversary date thereafter, of their desire to terminate or open the Agreement for the purpose of amendments and/or changes.

FOR THE COMPANY:

FOOD FAIR STORES, INC.

FOR THE UNION:

RETAIL CLERKS INTERNATIONAL ASSOCIATION
LOCAL NO. 1636 - AFL-CIO
STIPULATION OF AGREEMENT

With respect to our several discussions concerning night premium pay, it is hereby agreed that the following conditions shall be applicable, effective July 30, 1974.

1. Any employee reporting for work between the hours of 10:00 P.M. and 12:00 midnight will be paid the night shift differential of $.12½ per hour until he completes his shift and leaves work for the day.

2. Any employee called into work after 12:00 midnight will be paid the $.12½ night shift differential until 5:30 A.M. in the morning at which time he will revert to his straight time hourly rate of pay.

3. Any employee called into work at 5:00 A.M. will be paid their straight time hourly rate of pay.

FOOD FAIR STORES, INC.
SOUTHERN REGION

RETAIL CLERKS UNION
LOCAL #1636
ADDENDUM TO CONTRACT, by and between THE FOOD FAIR STORES, INC., Tampa, Florida, and THE RETAIL CLERKS UNION LOCAL NO. 1626, which was in effect until July 27, 1974, is extended through July 31, 1976.

The maximum number of store manager trainees will be one (1) for every five (5) stores in Branch 8. As need arises this number can be increased by agreement of the Company and Union.

Dated and signed this _ day of , 1974.

FOR THE EMPLOYEES:

FOR THE UNION:
U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

November 24, 1976

Retail Clerks International Association
Suffridge Building
1775 K Street, Northwest
Washington, D. C. 20006

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agree­
ment(s) with Food Fair Stores, Inc., in Tampa, Florida and your local #1636.
The agreement we have on file expired July 1976.

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

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

Sincerely yours,

JULIUS SHISKIN
Commissioner

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

IF MORE THAN ONE AGREEMENT, USE BACK OF FORM FOR EACH DOCUMENT

1. Approximate number of employees involved - - - - - - - - - - - - - - 750

2. Number and location of establishments covered by agreement 30

3. Product, service, or type of business Food Stores

4. If your agreement has been extended, indicate new expiration date 7/29/78

(Retarded M. Albert)  
(Address)  
(city, State, ZIP code)