



IMPORTANT UNION NOTICE

HARVEY WHILLE
PRESIDENT

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Recorder

YOUR BUMPING RIGHTS UNDER OUR CONTRACT

Posted January 9, 2012

When a store closes Local 1262's Union Representatives work with our members as the "bumping process takes place. Local 1262 members should be aware that they have "Bumping Rights" which are based on seniority and as provided in your contract. Specifically the following items in Article 13.

ARTICLE 13 - SENIORITY

(a) Seniority shall be defined as continuous length of service within the bargaining unit of this Agreement.

(b)(1) The Employer shall maintain four (4) separate seniority lists for these groups of employees:

- (i) Department managers and other classified employees;
- (ii) Full-time employees other than the above;
- (iii) Part-time employees;
- (iv) Service clerks.

(b)(2) Part-time employees shall not accumulate seniority over full-time employees. Service clerks will have and accumulate seniority only in their classification and only in their own store.

(b)(3) Full-time employees involuntarily reduced to part-time shall have their full-time seniority frozen and shall pick it up when returned to full-time employment. Seniority as part-time employees shall be measured from original dates of hire and shall include all service with the Employer in the bargaining unit.

(b)(4) When full-time employees voluntarily reduce themselves to part-time employment, their original dates of hire shall be their seniority dates.

(b)(5) When part-time employees are reclassified to full-time, their seniority as full-time employees shall begin with the date of reclassification to full-time. Their service as part-time employees shall be frozen for them.

(c) No employee can exercise seniority to claim a classified job.

(d) All employees working less than forty (40) hours per week who are interested in obtaining full-time positions shall place their names on a bid sheet. When a full-time job opportunity becomes available within the bargaining unit, the most senior capable employee within the department or skill level on the bid sheet shall be assigned to the job, provided the employee is available to work such hours on a continuing basis. Bid sheets shall be posted for six (6) month periods. Employees may place their names on them in the months of March and September of each year on a form approved by and made available to the Union.

(e) All employees interested in promotion to department manager and other classified positions shall place their names upon a classified job opportunity sheet. The Employer shall make promotions from such sheet provided the employees on such sheet are capable to perform the work. Classified job opportunity sheets shall be posted for six (6) month periods. Employees may place their names on them in the months of March and September of each year on a form approved by and made available to the Union.

Questions? Call Your Union Representative
From NJ @ 1-800-562-6913 – From Other States @ 1-800-526-7814

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(f) Employees promoted to classified jobs shall retain previously acquired seniority, and new seniority in the classified job shall commence as of the time of promotion. In the event of layoff or the reduction of hours or replacement of classified employees, such employees shall be permitted to reclaim positions they previously held, or whatever equivalent jobs the employees are entitled to by the combined seniority in the employees' classified and unclassified jobs.

(g) When there is a reduction of hours or layoff, employees shall be treated in the following manner:

(1) No employee shall have hours reduced until there has been a reduction of hours among less senior employees as long as customer service is maintained.

(2) Full-time employees who have worked for the Employer for six (6) consecutive months or more, and are laid off due to a reduction in the work force, shall be given five (5) days' written notice or forty (40) hours' pay in lieu of such notice of layoff by the Employer.

(3) Part-time employees who have worked for the Employer for twelve (12) consecutive months or more and are laid off due to a reduction in the work force, shall be given one (1) week's written notice or one (1) week's pay (normal scheduled hours) in lieu of such notice of layoff by the Employer.

(4) Layoffs shall be in reverse order of seniority, first in the store of employment, then by bumping the least senior employee in another store of the Employer on a district-wide basis or in a mutually agreed upon geographical area, and finally on a bargaining unit-wide basis, provided the employee is capable to perform the work of the displaced employee and is available for the hours required to be worked.

(5) In the event of a layoff or reduction of hours among part-time employees, they will have the right to be reclassified as service clerks at the applicable service clerk rates, conditions and benefits in order to claim the hours of service clerks who have less seniority.

(6) In the event of a store closing or a major layoff, the Employer shall notify the Union and meet two weeks prior to the layoff to resolve the bumping rights of all the affected employees.

(h) Recall of employees from layoff shall be made in order of seniority so long as the most senior employee is capable and available to perform the work.

(i) An employee on layoff shall retain seniority for a period of six (6) months provided the employee has been employed in the bargaining unit for six (6) months or more prior to the date of layoff.

(j) An employee on a leave of absence shall retain seniority accumulated prior to the leave, for the period of the leave of absence, in accordance with the terms of Article 40.

(k) The shop steward or stewards shall, in any event, have top seniority in the stores for purpose of layoff.

(l) Seniority shall be terminated for any one or more of the following reasons:

(1) Any employee recalled after layoff who fails to report for work within a period of forty-eight (48) hours, not including Saturday or Sunday, after the required date to report shall forfeit the right to re-employment.

(2) Seniority may be broken only by quit, justifiable discharge or failure to return to work in accordance with the terms of Leaves of Absence.

(m) It is expressly understood that this Article shall be applied in accordance with Article 21 of this Agreement.

**If you have questions please contact your Union Representative
From NJ @ 1-800-562-6913 — From NY @ 1-800-526-7814**