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## AGREEMENT

This Agreement mutually entered into by and between NATIONAL TEA CO., STANDARD GROCERY DIVISION, Indianapolis, Indiana, or its successors, hereinafter referred to as the Employer, and the RETAIL CLERKS LOCAL UNIONS Nos. 725, 25, 1441 and 550, chartered by the Retail Clerks International Association, AFL-CIO, hereinafter referred to as the Union.

### ARTICLE I INTENT AND PURPOSE

The Employer and the Union each represents that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

### ARTICLE II COVERAGE

The Union shall be the sole and exclusive bargaining agent for all Grocery employees, excluding one (1) Store Manager per store, Co-Managers as defined and set forth in Schedule "B" and all employees of the Meat Departments. It is further understood and agreed that this Agreement shall cover all stores operated by the Employer in the following Counties: Marion, Morgan, Shelby, Rush, Fayette, Johnson, Monroe, Lawrence, Bartholomew, Jackson, Hendricks, Hancock, Hamilton, Boone, Montgomery, Tippecanoe, Clinton, Howard, Cass, Clay, Vigo, Vermillion, Knox, Delaware, Grant, Henry, Madison, Miami and Wayne.

### ARTICLE III UNION SHOP

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement, shall on the thirty-first (31st) day following the execution date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. The Company may secure new employees from any source whatsoever. During the first thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Company.

For the purpose of this Section, the execution date of this Agreement shall be considered as its effective date.

### ARTICLE IV CHECK-OFF OF DUES AND INITIATION FEES

The Employer agrees to deduct Union initiation fees and dues from the wage of employees in the bargaining unit who are members of the Union and who provide the Employer with a voluntary written authorization, which shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions will be made by the Employer from the wages of employees for the first (1st) pay period of each calendar month and will be transmitted to the Union by the third (3rd) week of the same month.

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ARTICLE V  
MANAGEMENT RIGHTS

The Management of the business in all its phases and details shall remain vested in the Employer. The rights of the Employer and the employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

ARTICLE VI  
DISPUTE PROCEDURE

A. Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee, Union Steward or Union Representative and the Manager of the store.

Step 2. By conference between an official of the Union and a representative of the Company delegated by the Division Manager.

Step 3. If the matter has not been settled satisfactorily during the prior steps, it is mutually agreed between the parties that the matter shall be referred to a Board of Arbitration.

B. The Board of Arbitration shall consist of one (1) person appointed by the Union and one (1) person appointed by the Employer. Said two (2) persons shall within two (2) days after Step 2 has been completed, select an outside person mutually agreeable to these two (2). In the event the third (3rd) person cannot be agreed upon within five (5) days, the Union or the Employer shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) names from which the third (3rd) Arbitrator may be selected. Failing to agree upon an Arbitrator from the first panel, said two (2) persons shall request an additional panel of Arbitrators from which the third (3rd) Arbitrator shall be selected. The decision of the majority shall be final and binding upon all parties. Expenses of the impartial Arbitrator shall be paid equally by both parties.

C. The Arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the Agreement, respecting the grievance in question, but he shall not have the power to alter or modify the terms of the Agreement.

D. It is agreed that nothing herein contained shall prohibit the Employer from discharging any employee for proper cause. A discharge may be handled as a grievance. However, the matter must be submitted as a grievance in writing within eight (8) days of the date of dismissal. Final settlement, including the decision of the Board of Arbitration must be made without undue delay.

E. If mutually agreed between the Union and the Employer, Steps 1 and 2 of this grievance procedure may be dispensed with.

F. The Manager of a store shall grant to any accredited official of the Union access to the store for the purpose of satisfying himself that the terms of this Agreement are being complied with.

G. No grievance will be considered or discussed which is presented later than thirty (30) calendar days after such has happened. Grievance, if not settled in Step 1 of the above procedure, should be reduced to writing with copies for the employee, the Union and the Company. After settlement of written grievance, the Employer shall notify the Union in writing of the disposition of the grievance.

ARTICLE VII  
NO STRIKE - NO LOCKOUT

A. During the term of this Agreement, the Union agrees that there shall be no strike, slowdown, sympathy strike, boycott or any other interference with or any interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout. Failure of the Company to abide by the Arbitrator's decision and/or award, shall render this section invalid.

ARTICLE VII  
(contd.)

B. No employee shall be required to cross a picket line which has been officially recognized by the Union. Before the Union gives official recognition to any picket line, such action will be discussed with the Employer and notification will be given the Employer of action taken by registered mail. In case a picket line is officially recognized by the Union, employees shall not leave their jobs before completing the work at hand, disposing of perishable merchandise, and properly accounting for all money and other property in their custody.

ARTICLE VIII  
WAGES AND HOURS

A. Rates of pay, as set forth in Schedule "A" Wages, attached hereto, shall remain in effect for the life of this Agreement and constitute the basis for determination of wages for time worked.

B. Twenty-five cents (25¢) per hour additional compensation shall be paid for all work performed between the time the store closes for business or 10:00 P.M., whichever is earlier, and 6:00 A.M. Any employee working the majority of his hours during this period shall receive the additional compensation for all hours worked that scheduled day.

C. Any employee called into work the sixth (6th) day of any one (1) work week shall be paid at the rate of one and one-half (1 1/2) the regular hourly rate for all hours worked on the sixth (6th) day. For pay purposes and the sixth (6th) day shall be the employees normally scheduled day off. It is understood that Sunday is not one of the six (6) days set forth the above. It is understood that when an employee is scheduled to work six (6) days in any one work week, the sixth (6th) scheduled work day shall be paid at one and one-half.

D. Time and one-half (1-1/2) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

E. Employees shall perform all work ordered by supervision with the understanding that when an employee is assigned to a job with a lesser rate, he will be entitled to his regular rate of pay, unless due to a decrease of work he has been regularly assigned to a lesser rated job and desires to retain such job rather than accept a lay-off.

F. It is agreed that no employee shall suffer a reduction in wages as a result of the signing of this Agreement.

G. The Employer agrees to recognize previous grocery experience when rehiring employees with previous experience with the Employer. The Employer when hiring employees at any of the wage brackets, agrees to advance said employees to the next highest bracket within such time as is designated in the wage schedule.

H. Any employee assigned to relieve a Department Head for a period of one (1) week or more shall receive the minimum contract rate in effect in the store involved, or ten cents (10¢) per hour in addition to his regular rate of pay, whichever is greater, for such time spent on relief. No employee will be required to relieve a non-bargaining unit employee. Before employee accepts position, Employer will notify him of his rate of pay and number of hours he will work for such time spent in relief.

I. Department heads shall be appointed by the Company on the following weekly store sales volume basis: (Reviewed March 1 of each year).

Under \$7,500 - one (1) department head (Assistant Manager)

7,501 15,000 - two (2) department heads (Asst. Manager or Head Produce Clerk and Head Cashier)

15,001 35,000 - Three (3) department heads (Asst. Manager, Head Produce Clerk, Head Cashier)

35,000 and over - a fourth (4th) department head (Head Dairy) to be paid thirteen cents (13¢) per hour over the top clerk rate of pay.

## ARTICLE VIII

(contd.)

It is understood that any employee who is receiving a Department Head's rate of pay, at the time of ratification, shall continue to do so for the term of this Agreement, provided such employee remain classified as a Department Head.

J. Employees in the clerk classification regularly assigned to assist the head cashier (not more than one (1) per store) shall receive fifteen cents (15¢) over their hourly rate. The Company agrees that when an Assistant Head Cashier relieves a Head Cashier for vacation, the person relieving the Assistant Head Cashier is entitled to fifteen cents (15¢) premium pay. Checkers regularly assigned bookkeeping responsibilities in certain stores not employing head cashier, shall receive not less than twenty-five cents (25¢) per hour over their regular rate of pay. Such additional compensation shall be added to the employee's straight time hourly rate and total used in computing overtime and/or premium pay, if any.

K. The hours spent in meetings called by the Employer which employees are required to attend, shall for pay purposes be considered as hours worked and the employee paid accordingly. If required meeting is on the employee's day off or unscheduled hours, call-in pay shall apply as per ARTICLE IX, Section K.

## ARTICLE IX WORKING CONDITIONS

A. A work schedule shall be prepared in and posted by Friday Noon for the succeeding week and a copy will be given to the store steward. Changes in the schedule may be made weekly, and in cases of emergency, such as acts of God, fire, flood or sickness. However, no employee required to work overtime will be asked to take time off later in the work week. The schedule of part-time employees may be changed with minimum of twelve (12) hours notice to the employee. No employee will be regularly scheduled to work in more than one (1) store in any work week, unless due to emergency reasons.

B. Sunday work shall be scheduled one (1) week in advance. In the event that a schedule is not posted by 12:00 Noon on Friday, the past schedule posted will prevail. This does not apply to the week preceding and the week of a holiday when a new schedule must be posted.

C. Records will be maintained in each store showing hours scheduled each week and the actual hours worked each week for each of the employees.

D. Employee rate of pay code will be listed on weekly time cards.

E. The basic work week for full-time employees shall be forty (40) hours to be worked in five (5) days or less each week, Monday thru Saturday. Any time worked in excess of forty (40) hours per week during a regular work week or in excess of thirty-two (32) hours per week during a holiday week, shall be paid for at time and one-half (1-1/2).

F. All work in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2) the regular rate.

G. The Employer will recognize seniority for the more desirable schedules of clerk hours, (Shifts ending at 6:00 P.M. or earlier), considering the type of work that is available in the store and also considering the need of the Employer to have qualified personnel on duty at all times, subject to all provisions of this agreement. Senior employees may claim a more desirable schedule only within twenty-four (24) hours after the schedule has been posted. This will not apply to night stock crew.

H. No employee shall be allowed or required to work a split shift. A split shift is defined as two (2) work periods separated by more than a normal lunch period. For any violation of this provision the employee shall be paid as time worked for hours between the two (2) work periods at the applicable rate of pay.

I. In scheduling part-time employees, an effort will be made to schedule them for a minimum of fourteen (14) hours per week; it being understood that this cannot apply to an employee called in for replacement of another employee, to an employee whose available hours are beyond the Employer's control, or to an employee called in to work when fewer than fourteen (14) available hours remain in the week.

ARTICLE IX  
(contd.)

J. Any tools deemed necessary shall be furnished and maintained by the Employer. If an employee is required to wear any kind of uniform, such uniform shall be furnished and maintained by the Employer and the standard required by the Employer. However, where dacron or similar type uniforms are furnished to female employees, such uniforms shall be laundered by the employee. Foul weather gear, such as rain coats or ponchos will be furnished to carry-out boys when necessary.

K. Each employee who reports for work upon request is guaranteed not less than four (4) hours pay or work for that day providing he does whatever work is assigned to him. It is understood, however, that the payment of four (4) hours is not to apply to part-time help whose hours of work are restricted by circumstances beyond the control of the Employer, or where the senior part-time employee is scheduled for the available hours.

L. The Employer agrees to display a Union Store card and decal in a prominent place in its stores. The Union card is and shall remain the property of the Union.

M. Members of the Union may wear their Union buttons when on duty.

N. The Employer agrees to give all employees who are scheduled and work a minimum of seven (7) hours per day, one (1) fifteen (15) minute rest period in each half shift. Employees who are scheduled and work less than seven (7) hours shall receive one (1) fifteen (15) minute rest period. The daily total rest period shall not exceed thirty (30) minutes. Every effort will be made to schedule rest periods midway in each shift. No rest period shall be scheduled until an employee has worked at least one (1) hour, unless it is necessary to do so for emergency reasons. Employees will be allowed to leave the store during rest periods.

O. In the event employees are required to have a physical examination by the Employer or by virtue of a city or state ordinance, the cost of such examination shall be paid for by the Employer.

P. Every reasonable effort shall be made to permit employees to work at a store as near as possible to their residence.

Q. All employees shall have an unbroken rest period of not less than eight (8) hours between scheduled work periods. If an employee is called back during his rest period, he shall be paid double time for all work performed during his eight (8) hour rest period.

R. In stores having night stocking crews, the Employer agrees that there will be a minimum of two (2) employees, not necessarily members of the bargaining unit, in the store except in cases of emergency, such as fire, flood, or Acts of God, or because of an employee being off sick.

S. Employees will be required to wait on customers in the store at closing time.

ARTICLE X  
HOLIDAYS

A. The following will be considered as legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas' Day. In a week in which one of the above holidays occurs, all full-time employees who work their scheduled day before and their scheduled day after the holiday will receive eight (8) hours straight-time pay in addition to the hours actually worked. All work performed on a legal holiday as outlined above shall be paid for at double (2X) the straight time hourly rate. Full-time employees who are absent during the holiday week because of proven illness will receive holiday pay, provided that they work any part of the holiday week.

B. Part-time employees who have completed eight (8) weeks or more of continuous employment with the Employer, shall be entitled to holiday pay on a pro-rata basis. Holiday pay shown above shall be based on the previous four (4) weeks' average hours worked per day, but in no case less than four (4) hours pay, at their classified straight time hourly rate provided they have worked any part of the week in which the legal holidays listed above occur.

ARTICLE X  
(contd.)

- C. Employees shall receive a seventh (7th) paid holiday, to be celebrated the Monday following the employee's birthday. Should the Monday following the employee's birthday be recognized as another holiday under the terms of this section, such employee shall be given the Monday of the following week off with pay as the holiday.
- D. All employees will receive a personal holiday on a mutually agreeable day. Full-time employees are to receive eight (8) hours pay and part-time employees are to receive pro-rated pay based as above. The Employer shall endeavor to allow Monday for the holiday when specifically requested by the employee.
- E. If a holiday occurs during the period of an employee's vacation, that employee shall be entitled to an extra day for his vacation or straight-time pay for eight (8) hours. This shall pertain to full-time employees.
- F. If a holiday occurs during a part-time employee's vacation, he shall be paid for (4) hours holiday pay in addition to the vacation pay.
- G. No employee shall be required to work past 6:00 P.M. on Christmas' Eve. Work after 6:00 P.M. on New Year's Eve will be on a voluntary basis. In the event a sufficient number of employees fail to volunteer, then reverse seniority shall apply.
- H. All work performed on one of the legal holidays listed in this ARTICLE X, Section A, shall be paid for at double (2) the employee's straight-time hourly rate of pay and shall not be a part of the regular work week.
- I. In the event one of the holidays listed in this ARTICLE X, Section A occurs on a Sunday, the Monday following the Sunday shall be recognized and observed for the purpose of computing holiday pay.

ARTICLE XI  
SUNDAY WORK

- A. Any employee who works on Sunday shall be paid double (2) time for all hours worked on that day and shall not be considered as part of the basic work week.
- B. Sunday or holiday work, when required, will be confined to the full-time and part-time employees regularly assigned to the store involved. Such work shall be voluntary and rotated among the employees in the classification required, provided they are capable of performing the work required. (For the purpose of clarification, checking on Sunday shall include the Head Cashier and any other employees regularly assigned checking duties during the normal work week.) Should the Employer be unable to obtain enough voluntary workers within the full-time and part-time employees, reverse seniority shall apply.

ARTICLE XII  
VACATIONS

- A. All full-time employees who have been continuously employed by the Employer as full-time employees for one (1) year shall receive one (1) week's vacation with full pay. After two (2) years of continuous full-time employment, employees shall receive two (2) weeks' vacation with full pay. After eight (8) years of continuous full-time employment, employees shall receive three (3) weeks' vacation with full pay. After fifteen (15) years of continuous full-time employment, employees shall receive four (4) weeks' vacation with full pay. In no event shall the vacation policy contained herein be construed so as to entitle any employee with less than fifteen (15) years of continuous full-time service to a vacation in excess of three (3) weeks in any calendar year, nor any employee with less than eight (8) years of continuous service to a vacation in excess of two (2) weeks in any calendar year, nor any employee with less than two (2) years of continuous service to a vacation in excess of one (1) week in any calendar year.
- B. All full-time employees who have been continuously employed by the Employer for twenty (20) years, shall receive five (5) weeks' vacation with full pay.

ARTICLE XII  
(contd.)

- C. Vacation payments for eligible full-time employees are to be made on the basis of forty (40) hours per week at the prevailing straight-time hourly wage rate at time vacation is taken.
- D. Vacation pay for eligible part-time employees and full-time employees averaging less than forty (40) hours per week, with one (1) year or more of continuous service shall be based on the total hours worked during the preceding calendar year divided by the number of weeks actually worked, including time on layoff, unless layoff is in excess of ninety (90) days. The resulting figure multiplied by the number of vacation weeks earned, as outlined in the first two paragraphs of this ARTICLE, and then multiplied by the prevailing straight-time hourly rate of pay at the time vacation is taken.
- E. All part-time employees eligible for vacation as outlined in this ARTICLE, Section A and B shall be required to take time off to qualify for the vacation pay. Employee shall be required to notify his Store Manager in writing as to his request for vacation time at least two (2) weeks prior to the vacation week. Full-time employees shall have preference in selection of their vacation dates.
- F. For the purpose of vacations only, an employee qualifying for full-time status as outlined in ARTICLE XV, Section I, shall commence accruing eligibility for vacation on the first week of the eight (8) week period.
- G. When a part-time employee is reclassified to full-time status, the number of weeks of vacation that he is then entitled to as a part-time employee shall not be reduced as a result of such reclassification.
- H. Time off work for any reason accumulative through ninety (90) days shall be counted as time worked for the purpose of computing vacation payments, Ninety-one (91) through one-hundred-eighty (180) days, vacation payments will be reduced by one-quarter (1/4). One hundred-eighty-one (181) through two-hundred-seventy (270) days, vacation payments will be reduced by one-half (1/2). Time off in excess of two-hundred-seventy (270) days disqualifies the employee for any vacation payments. In the event an employee is off work because of illness and/or injury, the Employer shall count all time off, through one-hundred-twenty (120), as time worked for the purpose of computing vacation payments. For time off in excess of one-hundred-twenty (120) days, the above formula shall apply.
- I. Vacations are to be scheduled at a time when they will not interfere with the general efficiency or working conditions of the stores.
- J. No vacation payments will be made to employees discharged for drunkenness, drinking on the job or dishonesty. B-29  
2
- K. Employees with one (1) year or more of continuous employment will be entitled to the vacations as listed in this ARTICLE, Section A and B, January first of each year.
- L. Employees receiving more than one (1) week's vacation shall be allowed to take such vacation consecutively. If more than two (2) consecutive weeks are requested due to extended trips, illness or any other acceptable reason, it shall be by mutual agreement between the employee, the Employer and the Union.
- M. An employee's scheduled vacation shall not be changed except by emergency or by mutual agreement of the parties.
- N. Upon termination of employment after one (1) year of employment, the employee shall be paid earned vacation pay equal to the sum of the following:
1. Annual vacation pay then due the employee but unpaid; and
  2. Vacation pay computed in relation to that which would have been due the employee on the next anniversary date of employment, proportionately adjusted to the number of months employed since the last anniversary of employment provided the employee is not discharged for proven dishonesty or drunkenness.

ARTICLE XII  
(contd.)

- O. Employees will not be permitted to work during their vacations.

ARTICLE XIII  
LUNCH PERIODS

- A. All employees shall be allowed a one (1) hour lunch period if desired, but in no event less than thirty (30) minutes without pay, approximately in the middle of their working day. Employees must advise the Store Manager prior to the posting of the work schedule for the following week of their desired length of lunch periods. Any employee who works ten (10) hours or more in any one (1) work day shall be allowed one (1) additional lunch period without pay. Night stocking employees will not be permitted to leave the store during their lunch period.
- B. Lunch or supper periods will not be required unless an employee has been scheduled at least six (6) hours or more unless in conflict with state or federal law.
- C. Employees may eat in the Employer's stores, in a place designated by the Employer, unless contrary to state or local laws.

ARTICLE XIV  
OUTSIDE VENDORS - BARGAINING UNIT WORK

- A. The practice of outside salesmen stocking shelves shall not be expanded during the term of this Agreement, except that if a brand of merchandise now being stocked by outside salesmen is discontinued and another brand substituted or a new brand is added, salesmen may stock all brands of the same type of merchandise; for example, if a new brand of baby food is added or substituted, salesmen may stock the new brand.
- B. The understanding in the paragraph immediately above shall not apply in new or remodeled stores during the first two (2) weeks of operation.
- C. It is further understood that the rotation of merchandise, replacing damaged or outdated merchandise or taking inventory shall not be considered stocking.
- D. The following items are presently being stocked completely or partially by outside salesmen:  
Baby Food  
Bakery Products  
Cookies, Crackers and Snacks
- Wholesale Distributors  
ie - Housewares  
Toys, Records  
Soft Goods  
Pet Supplies  
Books, Stationery, Cards and  
Cigars.

E. In the event of a proven violation of this Section, the store manager will receive a warning. In the event of a second proven violation of this Section, the Employer will pay to the senior employee not working forty (40) hours that week in the store, the amount of time spent in such proven violation at the employee's regular rate of pay. If this would result in the employee receiving more than forty (40) hours pay, the hours in excess of forty (40) would go to the next senior employee not working forty (40) hours that week in the store.

F. In stores having both managers and co-managers, the Employer agrees they will not be scheduled to check out customers orders or stock shelves (except the building and stocking of front end and end of aisle displays and the stocking of bakery department product). This does not prohibit managers and co-managers from doing the above due to employees being absent and where no one is available to do the work. In the event of a proven violation of this section, the Employer will pay to the senior employee not working forty (40) hours that week in the store, the amount of time spent in such proven violation at the employee's regular rate of pay. If this would result in the employee receiving more than forty (40) hours pay, the hours in excess of forty (40) would go to the next senior employee not working forty (40) hours that week in the store.

ARTICLE XV  
SENIORITY - SECURITY

- A. Seniority shall prevail in lay-offs, rehiring, and scheduling of vacations.
- B. Seniority and ability shall prevail in promotions and when circumstances are reasonably equal, seniority shall be the determining factor.
- C. The Union is to be advised of any permanent transfers or promotions, with the exception of promotion to supervisory positions.
- D. Agreed upon seniority lists shall be established and maintained and kept current and such records shall be available to the Union at all times.
- E. Seniority shall be considered as terminated, if an employee is duly discharged by the Employer, if he voluntarily quits, if he is laid-off continuously for a period of more than six (6) months, (twelve (12) months for Act of God), or if called to work from a lay-off but fails to report within one (1) week from date of notification to return.
- F. Part-time employees shall be given preference in full-time employment over new applicants. The part-time employee must advise the employer in writing of his desire for full-time work.

Two (2) part-time employees will not be employed where one (1) full-time employee can be employed.

G. Part-time employees who certify in writing that they are continuously available shall be scheduled for available hours, including any portion of a less senior employee's hours, in accordance with seniority and type of work within the store in which they work. It is agreed that the Employer may employ such part-time employees as may be required for the efficient operation of the store. Available hour may only be exercised for the five (5) highest hour days, excluding Sunday.

Full-time employees who certify in writing that they are continuously available shall be scheduled for all available hours, including any portion of a less senior employee's hours in accordance with job classification, seniority and reasonable ability within the store in which they work up to and including eight (8) hours a day and/or forty (40) hours a week. The above two paragraphs shall supersede any and all other clauses of the Agreement that may be in conflict with the application of these clauses.

H. Scheduled overtime shall be offered by seniority within each classification in each store. Daily overtime not previously scheduled shall be offered by seniority within the classification and the ability to perform the work in the store among employees present when the need for overtime arises.

I. A full-time employee who is hired as such, or a part-time employee who averages thirty (30) hours or more per week for eight (8) consecutive weeks will be classified as a full-time employee, and will be entitled to all benefits negotiated in this Agreement except as otherwise provided herein.

A full-time employee who averages less than thirty (30) hours per week for eight (8) consecutive weeks will be classified as a part-time employee. The same eight (8) week periods will not be used to re-classify employees.

J. A full-time employee reduced to part-time status through no fault of his own shall be entitled to full-time benefits for a period of eight (8) consecutive weeks. This does not apply to hours to work which shall be on a part-time basis. If at the end of eight (8) consecutive weeks the employee has not requalified for full-time status, all full-time benefits will cease.

When a full-time employee voluntarily reduces himself to part-time, he shall lose all rights to previous accumulated seniority and regular provisions of this Agreement.

ARTICLE XV  
(contd.)

K. Full-time employees being laid-off and/or reduced to part-time through no fault of their own shall be given preference for part-time work over part-time employees within the store in which they work .

L. A second seniority list of full-time employees by Union Locals will be furnished by the Employer to be used for the following only:

TRANSFERS FOR EMPLOYEES WORKING IN THE METROPOLITAN INDIANAPOLIS AREA

Full-time employees being reduced to part-time through no fault of their own shall have the opportunity to transfer to another store for full-time employment, within their administrative zone. Basis of the transfer would be the replacement of the newest full-time employee on the seniority list in that administrative zone performing similar work .

The least senior full-time employee who is replaced as a result of this Step shall be reduced to part-time work within that store or may upon written request to the Employer, with copies to the Union, replace the least senior full-time employee performing similar work within the Metropolitan Indianapolis area .

Part-time employees laid off through no fault of their own shall have the right to transfer within the administrative zones . The transfer will be to replace the newest part-time employee .

TRANSFERS FOR EMPLOYEES WORKING OUTSIDE METROPOLITAN INDIANAPOLIS AREA

Full-time employees being reduced or laid off will have the opportunity to replace a less senior employee performing similar work in a store closest to their home .

The least senior full-time employee who is replaced as a result of this Step shall be reduced to part-time work within that store or may upon written request to the Employer, with copies to the Union, replace the least senior full-time employee performing similar work in the jurisdiction of the Local Union .

Part-time employees may exercise their transfer rights on the same basis as a full-time employee but only over other part-time employees .

For the purpose of a part-time transfer, a permanent layoff is defined as a period of three (3) consecutive weeks of no work or notification of layoff to the employee in writing by the Employer .

M. Should a full-time employee be temporarily transferred from his regularly assigned store to a store in another city and such transfer results in additional transportation expense, the employee will be reimbursed by the Employer for such additional transportation expense .

The employee eligible for transfer must request same in writing to his Manager or Supervisor within fourteen (14) days after being advised of his change in status, or forfeit all rights to transfer .

The Employer agrees to arrange the transfer within ten (10) days after request by the eligible employee .

The employee must complete the transfer within thirty (30) days after notification of approval by the Employer, or forfeit all rights to transfer . The employee will continue to work on a part-time basis until the transfer has been completed .

Any transfer as provided for in this Article of this Agreement shall be at the employee's expense .

N. A full-time employee's name will be placed at the bottom of the full-time seniority list after thirty (30) days of service. The seniority date, however, shall be the original starting date. Part-time and casual help shall not accumulate seniority over regular full-time employees, but only over other part-time employees within the store in which they work .

O. A part-time employee promoted to full-time status shall have his name placed on the full-time seniority list based on the promotion date to full-time status in order to accrue eligibility for full-time employee benefits .

ARTICLE XV  
(contd.)

- P. When a full-time employee is reduced to part-time, he shall go to the top of the part-time seniority list within the store in which he works. If this same employee transfers to another store, his part-time seniority date will be the original date of hire.
- Q. The Employer shall provide the Union monthly with a list of all terminated employees, giving date of termination and stating reason.
- R. The Employer shall provide the Union a list of new employees monthly showing employee's name, residence address, social security number, birth date, store number, date of employment and rate of pay.

ARTICLE XVI  
STEWARDS ARTICLE

- A. It shall be the policy for the Employer to notify the Steward of pending disciplinary action against an employee, and it shall be the Union's policy to counsel with such an employee when such is warranted. Where written disciplinary action is taken, a copy shall be sent to the Union.
- B. In the event of a reduction in help, the Steward shall be the last person laid-off in his respective full-time or part-time classification in the store in which he works.
- C. Providing there is no interruption with Employer's operating of the business, the Union Steward shall not be required to work past 6:00 P.M. on a night the Local Union holds its regular monthly meeting. Stewards are to notify the Manager as to such meetings, prior to the posting of the schedule.

ARTICLE XVII  
LEAVE-OF-ABSENCE

A. PREGNANCY LEAVE: Female Employees, shall, upon written request, be granted a pregnancy leave of absence without loss of seniority. A statement from the employee's attending physician must accompany the request outlining the date the leave should become effective.

Prior to returning to work, a statement from the employee's attending physician will be required, listing the date the employee may safely return to work. If additional time is requested by the employee such leave shall be granted upon the Employer's receipt of written recommendation of the attending physician.

B. UNION BUSINESS: The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a Labor Convention or serve in any capacity on other official Union business providing the Employer is given at least fourteen (14) days notice in writing specifying the length of time for the leave-of-absence, but in no case shall the leave-of-absence exceed one (1) year.

C. SICKNESS OR INJURY: A leave of absence because of sickness or injury not to exceed sixty (60) days shall be granted to all full-time employees or part-time employees with six (6) months of continuous service upon written request supported by medical evidence.

Extension will be granted up to ninety (90) days at a time for a cumulative total of one (1) year, if requested and granted in writing supported by proper medical evidence prior to each expiration.

D. PERSONAL LEAVE: Full-time employees or part-time employees with six (6) months of continuous service shall be granted a leave of absence up to thirty (30) days for an urgent or compelling reason but not for the purpose of engaging in gainful employment elsewhere.

E. Any employee desiring a leave-of-absence shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed by the Employer and the employee. The length of leave shall be commensurate with the need. Failure to comply with this provision shall result in the complete loss of seniority of the employee involved.

ARTICLE XVII  
(contd.)

F. **MILITARY LEAVE:** Any employee who enlists or is inducted into military services shall be returned to his job and retain his seniority under the provision of the Federal Selective Training Act.

Any employee who is a member of the National Guard of U.S. Government Reserve program and desires to take a leave-of-absence rather than use vacation time, the employee shall be granted a leave of absence without pay not to exceed two (2) weeks for the purpose of participating in one of the above named programs.

G. It is agreed that seniority will not be a factor, in scheduling of vacation for those employees exercising the provisions of this section.

H. No leave-of-absence will be granted to any employee for the purpose of trying out another job or to venture into business for himself. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved.

I. Time spent on leave-of-absence will not be counted as time worked for the purpose of wage computation or other benefits, and will not result in loss of seniority. Failure to report back to work at the end of a leave-of-absence, will result in an employee being considered voluntary quit.

J. Upon return to work from a leave-of-absence, the employee shall be restored to the job previously held, or to a job comparable with regard to work and rate of pay. Upon notice to the Employer of availability for work prior to Monday Noon of any week, the employee shall be restored to work to begin not later than Monday following the giving of such notice. If the notice of availability for work is given after Monday Noon of any week, the Employer is required to schedule the employee on the schedule prepared the following week, and the employee will begin work the Monday thereafter.

ARTICLE XVIII  
FUNERAL LEAVE

A. In the event of death in a full-time employee's immediate family the following will apply:

1. Regular pay for time off through the day of the funeral, but not to exceed three (3) days, provided such pay does not exceed the equivalent of forty (40) hours of pay at straight-time rates.

2. The immediate family consists of husband, wife, mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, step-parents and children of the employee, or any relative living in the home of the employee or with whom the employee is living.

3. Employees must attend the funeral in order to qualify for pay as outlined in this ARTICLE.

B. Part-time employees shall be given day of funeral with pay for scheduled hours that day.

C. If an employee is notified while at work of the death of spouse, mother, father, or children of the employee, he shall be granted the remainder of the day and paid for the remaining scheduled hours for that day. This day shall not be part of the time outlined above.

ARTICLE XIX  
JURY DUTY

A. When a full-time employee covered by this Agreement is summoned for Jury service, he will be excused from work for the day on which he reports (providing he has been scheduled for that day) and shall be recompensed for any loss in income, based on a standard work week and his classified straight-time hourly rate of pay, but not to exceed a period of four (4) weeks.

B. This shall apply only when a full-time employee is summoned and reports and/or serves and shall not apply if he voluntarily offers his service as a juror.

ARTICLE XIX  
(contd.)

C. No payment shall be made to the employee unless he advises the Store Manager not later than the next scheduled work day as to the Jury summons. Before any payment shall be made to any employee, he shall present to the Store Manager proof of the Jury summons, time served and amount of compensation received. When an employee is released for a day or part of a day during any period of Jury service, he shall report to his store for work.

ARTICLE XX  
POLYGRAPH TEST

No employee shall be required to submit to a polygraph test.

ARTICLE XXI  
INJURY ON JOB

The Employer agrees to pay an employee injured on the job for the remainder of his scheduled hours on the day of the injury and to also pay for the employee's scheduled hours on his next regular scheduled day provided the need for time off is certified by the Company doctor.

ARTICLE XXII  
PENSION PLAN

The Employer agrees to continue payments of twelve cents (12¢) per hour for all straight-time hours worked up to an including forty (40) hours per week for members of the bargaining unit, including hours of holiday and vacation pay, into the Indiana Area Retail Clerks Union and Retail Food Employers Joint Pension Trust.

Effective July 1, 1973, the Pension contribution shall be increased to fifteen cents (15¢) per hour on all straight-time hours worked up to a maximum of forty (40), including holiday and vacation pay. Such contribution will be made only after the employee has completed thirty (30) days of service on the Employer's active payroll. No contributions shall be made by the Employer for any employee off the job for any reason other than the above mentioned holiday and vacation periods. The continued agreement to participate will be predicated on the following conditions.

- a) The plan will continue to be limited to comparable retail food industry, trustee administered and regulated.
- b) The plan must continue to have the Treasury Department's approval during the course of the Agreement.
- c) All members of the bargaining unit must be covered while on the Employer's active payroll.
- d) No member of the bargaining unit will have any claim whatsoever on any Employer Pension Plan.

ARTICLE XXIII  
HEALTH AND WELFARE

A. The Employer shall continue contributions to the Indiana Area Retail Clerks Union Locals and Retail Food Employers Health and Welfare Trust Fund, the sum of twenty-eight dollars (\$28.00) per month for each of its "eligible employees" who on the first day of such month has completed thirty-one (31) days of employment and has qualified as an "eligible employee" by working an average of thirty (30) hours or more per week during the preceding eight (8) consecutive weeks.

Effective July 1, 1973, the Employer's contribution will be increased to thirty-one dollars (\$31.00) per month.

The Employer will make an additional contribution of six dollars (\$6.00) per month for each eligible employee to be used to provide Dental Care coverage.

ARTICLE XXIII  
(contd.)

B. The Trust Fund shall be jointly administered by a Board of Trustees, with an equal number of Trustees representing the Union and an equal number of Trustees representing the Employer.

C. Employer contributions will be continued for "eligible employees" as follows and will be made on the first of the month following:

- 1) Reduction to part-time status through no fault of the employee - three (3) months' contribution.
- 2) Absence from work on extended illness or compensable injury - six (6) months' contribution.
- 3) Absence from work - non compensable injury - one (1) months' contribution.

D. Employer contributions will immediately be discontinued as follows:

- 1) Approved leave-of-absence (except illness or injury)
- 2) Voluntary quit.
- 3) Termination.
- 4) Voluntary reduction to part-time.

E. The Employer also agrees to continue to pay into the Health and Welfare Fund, the sum of ten dollars (\$10.00) per month for each of its "regular part-time employees" who on the first day of such month has been employed for three (3) calendar months or more, does not qualify for a "full-time contribution" under the terms of this ARTICLE, and has worked eight (8) hours or more per week during each of the preceding four (4) weeks. Contributions will be continued by the Employer for a period of four (4) weeks on such an employee who is not on the payroll due to illness or injury. No payments shall be made on an employee hired after June 1, 1970, who has another full-time job.

F. If a covered employee ceases to be eligible for the full-time monthly Health and Welfare contribution, then such contribution shall be discontinued; however, if such employee has worked eight (8) hours or more per week during a period of four (4) consecutive weeks, he shall qualify for part-time Health and Welfare and such a contribution shall be made on his behalf without any waiting period.

G. If a covered part-time employee works less than eight (8) hours per week for four (4) consecutive weeks, such Health and Welfare provision shall be discontinued until such employee again works an average of thirty (30) hours or more per week for eight (8) consecutive weeks or works an average of eight (8) hours or more per week for four (4) consecutive weeks, providing, he performs work in three (3) of the four (4) consecutive weeks. In either event, the appropriate Health and Welfare premium will again be paid without any waiting period.

H. The Trustees shall take steps necessary to retain U.S. Treasury Department approval so that contributions by the Employer qualify as a tax deduction in accordance with applicable laws or regulations.

ARTICLE XXIV  
GENERAL

A. The Employer agrees that there shall be no discrimination against any employee on account of Union activities or affiliation.

B. An employee after one (1) year of full-time service who is terminated due to discontinuance of the job, store closing, or reduction in force, shall be entitled to one (1) week's notice or one (1) week's pay in lieu thereof. This is in addition to any other pay or benefits employees are entitled to.

ARTICLE XXIV  
(contd.)

C. The Union agrees to encourage its members to uphold all rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of absences, conduct on the job, proper care of equipment, prevention of waste and other reasonable rules and regulations established by the Employer and not in conflict with this Agreement.

D. The Union recognizes the value of improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, subject to the provisions of ARTICLE XXV, in suggesting improved methods, and in the education of its members in regard to changes and improvements made by the Company.

E. The Employer further agrees not to enter into contractual relations with any other labor organization concerning rates of pay, hours or other terms and conditions of employment for any employees included in the bargaining unit set forth above.

F. The Employer also agrees not to enter into any agreement, or understanding with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

G. All existing benefits enjoyed by an employee at the time of the execution of this Agreement shall continue.

ARTICLE XXV  
NEW METHODS

In the event the Employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such change shall be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.

ARTICLE XXVI  
CREDIT UNION

Credit union deductions will be made by the Employer. Before any money is deducted, the Union must provide the Company with a signed authorization form from the employee stating the amount to be deducted weekly. The Company will transmit this money to the Retail Clerks Union Local Credit Union monthly.

ARTICLE XXVII  
SEPARABILITY

It is mutually agreed that if any Article and/or Section of any Article of this Agreement is in conflict with any State or Federal law, such Article and/or Section of any Article shall be considered null and void and of no force or effect, but all other remaining Articles and/or Sections of Articles herein shall continue in full force and effect.

If any part of this agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will within thirty (30) days begin negotiations to replace said void part with a valid provision.

ARTICLE XXVIII  
EXPIRATION AND RENEWAL

This Agreement shall remain in full force and effect from March 4, 1973, except as otherwise provided, to an including March 2, 1974, at which time it shall automatically renew itself from year to year, provided, however, that either party must give written notice via U.S.

ARTICLE XXVIII  
(contd.)

Registered Mail to the other party not less than Sixty (60) days prior to March 2, 1974, of its desire to terminate or change this Agreement upon its expiration date.

Executed between the parties this \_\_\_\_\_ day of \_\_\_\_\_ 1973.

NATIONAL TEA COMPANY  
STANDARD GROCERY DIVISION

RETAIL CLERKS INTERNATIONAL  
ASSOCIATION, AFL-CIO

By \_\_\_\_\_

By \_\_\_\_\_ Local #725

By \_\_\_\_\_

By \_\_\_\_\_ Local #550

By \_\_\_\_\_ Local #1441

By \_\_\_\_\_ Local #25

## SCHEDULE "A" WAGES

Hourly rates of pay are as follows:

<u>CLERKS</u>	<u>3-4-73</u>
Start	3.508
6 months	3.588
12 months	3.658
18 months	4.138
<u>HEAD CASHIER</u>	
Start	4.31
6 months	4.36
<u>HEAD STOCK</u>	
Start	4.61
6 months	4.73
<u>HEAD PRODUCE</u>	
Start	4.61
6 months	4.73
<u>HEAD DAIRY</u>	4.27
<u>BAKERY CLERKS</u>	
Start	3.308
6 months	3.408
12 months	3.508
18 months	3.658
<u>HIGH SCHOOL STUDENT CLERKS</u>	
Start	2.84
6 months	2.89
12 months	3.05
<u>BAKERY - HIGH SCHOOL STUDENT CLERKS</u>	
Start	2.74
6 months	2.84
12 months	2.99
<u>BAGGER CARRY-OUT EMPLOYEES</u>	
Start	2.00
After 6 months	2.10

A. BAGGER CARRY-OUT - The duties of such employees shall be limited to sorting, bagging and packaging sold merchandise; carrying and loading sold merchandise; sweeping floors anywhere in the store; cleaning the parking lot and other adjacent areas outside the store; snow removal; maintenance of lawns and shrubs; returning shopping carts to the store; filling bag racks; cleaning areas around and in front of the checker lanes; cleaning rest rooms; collecting and sorting bottles; and disposing of trash and rubbish.

SCHEDULE "A" WAGES  
(contd)

It shall be a violation of this contract for these employees to perform any duties other than those specified above. In order to remedy violations of this Section, the parties agree as follows:

1. The Employer shall post in each of its stores a notice to the employees signed by an authorized Employer representative instructing all employees of the duties of these employees and instructing all employees that the performance of any other duties constitutes a violation of the Contract.
2. Upon the first violation of this Section, the Bagger Carry-out employees in the store involved shall be paid the applicable part-time rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performance of Bagger Carry-out duties.
3. Upon a second violation in the same store, all Bagger Carry-out employees in the store involved shall be paid the applicable part-time rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Bagger Carry-out duties.
4. Upon a third violation in the same store, all Bagger Carry-out employees in the store involved shall be paid double the Bagger Carry-out rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Bagger Carry-out duties.
5. These employees are not intended to displace present part-time employees nor shall present part-time employees have their hours reduced as a direct result of the bagger-carryout classification.

B. Employees in the Clerk classification will advance in wage progression the same as full-time employees except that payroll weeks shall be the basis for progression rather than months of service : Each progression after twenty-six (26) weeks of pay .

C. Student Clerks are those employees who principal occupation is attending high school, including time while on vacation from school, or employees who drop out of school before graduation, until their 18th birthday .

Upon graduation, Student Clerks shall advance to beginning rate of the Clerk classification .

D. The initial increase in hourly rates shall be retroactive from March 4, 1973, and shall be computed on all hours worked .

SCHEDULE "B"

The Union agrees that in stores that employ over twenty-five (25) members in the bargaining unit, the Company may elect to have a Co-Manager; it is understood that the Co-Manager is not to take work away from the bargaining unit employees. The Employer agrees to furnish the Union with the name and store location of any such Co-Manager.

To determine the number of members in the bargaining unit, in the store involved, an average number of members is to be used from January 1st to June 1st, 1973. Each January 1st thereafter, an average number of members for the preceding twelve (12) months will be used to determine the number of members in the bargaining unit.

#6801  
alh

U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C. 20212



February 15, 1974

Mr. Donald E. Carter  
Research and Educational Director  
Retail Clerks International Association (AFL-CIO)  
Suffridge Building  
1775 K Street, N.W.  
Washington, D.C. 20006

REC'D RESEARCH DEPT.  
FEB 20 1974  
ANS: 3/14/74

MAR 20 1974

*Handwritten initials*

*Handwritten signature*

Gentlemen:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we would like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Sincerely yours,

*Handwritten signature: Julius Shiskin*

Julius Shiskin  
Commissioner

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
National Tea Company Standard Grocery Division, Indianapolis, Indiana	Retail Clerks Local Unions: #725, #25, #1441, and #550.	<p style="text-align: center;">_____ /</p> <p><i>Local #25 -- 145</i></p> <p><i>Local #725 -- 850</i></p> <p><i>Local #550 -- 30</i></p> <p><i>Local #1441 -- 100</i></p>

*Recorded as 3-26-74 jmo*

*1125*