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AGREEMENT

By and Between

STANDARD GROCERY

and

RETAIL CLERKS UNION

LOCAL 725,

and 550



5/79-5/81

X-5/16/81

Dear Member:

The many benefits contained in this contract are the direct result of continued membership in your Local, and the participation of the members in attaining the aims and objectives of this Union. This contract represents the improvements gained by the Union employees of your Company, who have actively participated in their Union meetings, have done their part to organize their unorganized competition, and by acquainting themselves with principles of unionization.

Every non-union store and non-union employee is a threat to any further improvements in your union contract. If you know a person working in a non-union store, please call your respective Union office and give his name and the store in which he works.

Only through regular attendance at Union meetings can you hope to gain the knowledge necessary to win further gains in wages, working conditions and other conditions of employment.

I would further like to advise our members that at any time they are being questioned by Management or outside agents representing management, that you have a right to have a Union Representative present and should so request that no questioning be done until a Union Representative is present. Persons who have not requested such representation have later regretted that they did not do so. It is your right to have your representative there.

Retail Clerks Union Local 725
Retail Clerks Union Local 550

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AGREEMENT

This Agreement made and entered into this 21ST day of JUNE, 1979, by and between NATIONAL TEA CO.-d/b/a STANDARD, DEL FARM AND NATIONAL SUPERMARKETS, or its successors or assigns, first party, hereinafter called the Employer, and the Retail Clerks Union, Local Nos. 725, 25 and 550, chartered by the Retail Clerks International Union, AFL-CIO, second party, hereinafter called the Union.

ARTICLE I

INTENT AND PURPOSE

The Employer and the Union each represent 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, UNION SHOP, CHECKOFF

Section A - 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, Grant, Henry, Madison, Miami, Wayne, Indiana and Vermillion County, Illinois.

Section A-1 - EMPLOYEES COVERED

For the purpose of this Agreement, grocery department employees shall be all employees of the Employer not specifically exempted herein who are engaged in the handling or selling of items classified as groceries. Exempted are store manager, co-managers, employees whose work is exclusively and wholly performed within the Meat Department, guards, professional and supervisory employees as defined in the Labor Management Relations Act of 1947 as amended.

Section B - UNION SHOP

It shall be a condition of employment that all employees of the Employer 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 Employer 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 Employer. For the purpose of this Paragraph, the execution date of this Agreement shall be considered its effective date.

Section C - CHECKOFF

The Employer agrees to deduct Union initiation fees, dues and uniform general assessments from the wages 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 wages of employees on a weekly basis (weekly deductions will commence within 90 days of ratification) or the first pay period of each calendar month (as determined by the Local Union) and will be transmitted to the Union by the third (3rd) week of the same month.

ARTICLE III

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 monthly to the designated Retail Clerks Union Credit Union which will be located within the state of Indiana.

ARTICLE IV

MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or other legitimate reasons, the right to study or introduce new or improved production methods or facilities (subject to the provisions of Article XIII, Paragraph C and Article XIV) and the right to establish and maintain 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, however, that this right shall be exercised with due regard for the rights of the employees, and provided further that it will not be used for the purpose of discrimination against any employee.

ARTICLE V

DISPUTE PROCEDURE

Section A - STEP PROCEDURE

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, the Union Steward, the salaried Union representative, or both, with the manager of the store.
- STEP 2. By conference between the salaried Union representative and the District Manager. (STEP 2 shall be held within seven (7) calendar days after the conclusion of STEP 1. Failure of the District Manager to meet within such time limit, unless by mutual agreement, shall result in the grievance proceeding to STEP 3.)
- STEP 3. By conference between an official or officials of the Union and the Personnel Director, or such other representative designated by the Employer.
- STEP 4. In the event the last step fails to settle the difference, dispute or complaint satisfactorily, the Employer shall reply in writing to the Union's written grievance within seven (7) days from the conclusion of the STEP 3 meeting.

Section AA

After receiving the Employer's written answer, the Union, if it desires to proceed to arbitration shall make its written request known to the Employer within sixty (60) days. Failure of the Union to request arbitration within the time limits stated above, shall cause the grievance to be resolved on the basis of the Employer's written STEP 3 answer.

Section AB

Any time limitations set forth in this Article may be extended by mutual agreement of both parties to this Agreement.

Section A-1

In discharge or indefinite suspension grievances, the Employer agrees to hold a STEP 3 meeting within five (5) days (excluding weekends and holidays) after receipt of a Union request in writing to the Personnel Department for such meeting. In the event said meeting is not held within the time limit, the grieved employee shall be paid for each day after the five (5) days provided for above that the Employer fails to meet.

Section B - ARBITRATION

The parties hereby agree to use the following permanent panel of arbitrators in the following order of rotation:

1. Raymond Roberts
2. Peter Kelliher
3. Martin Wagner
4. Marlin Volz
5. Harry Berns
6. Carl Warns
7. Alex Elston

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Section B-1

The seven (7) arbitrators shall be maintained upon a list arranged as set forth above.

Section B-2

It is understood this list will be rotated on a multi-Union basis.

Section B-3

The party desiring arbitration shall notify the other party, in writing, of its intention to arbitrate. Said party shall also notify, in writing, the appropriate Arbitrator of his appointment with a copy to the other party.

Section B-4

The party seeking arbitration shall obtain from the Arbitrator available hearing dates and thereupon shall arrange a mutually satisfactory hearing date with the other party. If the Arbitrator is unable to hear the matter within 45 days, either party at its option may require that the next Arbitrator on the list be appointed, and that succeeding Arbitrators be appointed until an Arbitrator is selected who will hear the matter within 45 days. An Arbitrator who has been passed because of unavailability shall be moved to the bottom of the list.

Section B-5

Because of the above system of rotation, it shall not be necessary to notify the Arbitrators of their selection as members of the permanent panel.

Section B-6

The decision of the arbitrator shall be binding upon the Employer, the Union, and the aggrieved employee. The fees and expenses of the Arbitrator are to be borne equally by the Union and the Employer.

The Arbitrator is not vested with the power to change, modify or alter this Agreement, but only to interpret the provisions of this Agreement.

Section B-7

In the event that any individual or two individuals named above are no longer capable of acting as an arbitrator, the parties agree that the permanent panel shall consist of five or six arbitrators as the case may be. Provided, however, that by mutual agreement the parties may add a new arbitrator or arbitrators to the permanent panel. In the event that more than two individuals named above are no longer capable of acting as arbitrators, the parties agree to meet for the purpose of seeking panel replacements. In the event the parties are unable to agree on panel replacements, they shall select arbitrators for all future cases from panels submitted by the Federal Mediation and Conciliation Service.

Section C - DISCHARGE

The Employer may at any time discharge any employee for proper cause. The Employer shall notify the Union promptly of such discharge. The Union, if it wishes to contest the discharge shall file a grievance with the Employer within six (6) calendar days after notification. Such grievance shall be taken up promptly and if the Employer and the Union fail to agree, it may be referred to Arbitration. Should the arbitrator determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the arbitrator.

Section D - TIME LIMIT

Section D-1

If satisfactory to both the Union and the Employer, STEPS 1 and 2 of this grievance procedure may be dispensed with.

Section D-2

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.

Section D-3

No grievance will be considered or discussed which is presented later than twenty-one (21) calendar days after such has happened. Grievances, if not settled in STEP 1 in the above procedure, shall be reduced to writing with copies for the employee, the Union, the Personnel Director and the District Manager. The time limitation above will not apply to wage claims which involve changes in classification, bracket increases, or a scheduled calendar wage increase. The Employer shall reduce to writing any grievances settled in STEP 3 and shall submit same to the Union.

Section E-1

Constructive Advice Records used by the Employer shall not affect the employee's right to file a grievance, and upon signing such Constructive Advice Record, the employee shall receive a copy thereof. Constructive Advice Records will be discussed with the employee no later than the employee's first working day following issuance.

Any probationary period resulting therefrom shall be limited to a period not to exceed sixty (60) days. Additional periods of thirty (30) days may be imposed if necessary improvement is lacking and the employee and the Union shall be advised.

Section E-2

When a Constructive Advice Record or any other disciplinary action is to be discussed with an employee, the employee, upon request, shall have the Union Steward or salaried Union representative present.

Section E-3

Any such Constructive Advice Record not received by the Union within twenty-one (21) days of the consultation date shall be null and void.

Section E-4

Any Constructive Advice Record which does not involve a disciplinary suspension and is more than twenty-four (24) months old, shall not be used in any disciplinary proceedings.

Section E-5

All Constructive Advice Records shall be issued and signed by management personnel (non-bargaining unit employees).

ARTICLE VI

NO STRIKE, NO LOCK-OUT

Section A

During the term hereof, the Union agrees that there shall be no strike, slow-down, sympathy strike, boycott, or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lock-out.

Section B

No employee shall be required to cross a legal 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 given to the Employer shall be 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 VII

WAGES

Section A - RATES OF PAY

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.

Section B - NIGHT PREMIUM

Forty cents (40¢) per hour additional compensation will be paid for all work performed between store closing time (or 10:00 P.M., whichever is sooner) and 6:00 A.M. Effective June 10, 1979, the premium will be increased to fifty cents (50¢) per hour. Any employee working the majority of his hours during this period shall receive this premium for all hours worked that day.

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Section B-1 - PERIOD BETWEEN SHIFTS

All employees shall have an unbroken rest period of not less than eight (8) hours between work periods. If an employee is called back during his eight (8) hour rest period, he shall be paid two (2) times his straight time hourly rate for all hours worked during his eight (8) hour rest period, except for employees who are working four ten (10) hour days in which the unbroken rest period will be ten (10) hours. This paragraph shall not apply to the week preceding or the week of a new store opening.

Section C - OTHER WORK

Employees shall perform any 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 rate job and desires to retain such job rather than accept a lay-off.

Section D - NO REDUCTION IN PAY

It is agreed that no employee shall suffer a reduction of pay as a result of this Agreement.

Section E - PROGRESSION

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. H13
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Section F - DEPARTMENT HEAD RELIEF

Any employee assigned to relieve a Department Head for a period of one (1) week or more shall receive the minimum contract rate for the relief job in effect in the store involved for such time spent on relief. When the Employer is aware a department head is going to be off work for any reason for one week or more, the Company will assign an employee to relieve the department head.

Section G - ASSISTANT HEAD CASHIER COMPENSATION

Employees who are scheduled or directed to work in the office shall receive fifteen cents (15¢) per hour additional compensation for all hours spent working in the office.

Section H - TIME CARDS

A. Bargaining unit employees shall be required to ring their own time cards immediately before beginning work and after stopping work. Employees shall not be permitted to ring another employee's time card.

B. Employee's time cards shall show the employee's job classification code.

Section I-1 - MANAGEMENT RELIEF

Relief of a member of store management by a member of the bargaining unit shall be on a voluntary basis. Employees who are requested to perform such relief work will be advised of the rate of pay and approximate schedule of work hours in advance.

Section I-2 - EMPLOYEE IN CHARGE

Effective June 17, 1979, in any store in which a Store Manager and Co-Manager are absent from the store during store hours, except for lunch and rest breaks, the Employer shall designate one (1) employee as "Employee In Charge" who shall have limited responsibilities for the operation of the store. Such employee shall receive forty cents (40¢) per hour additional compensation for any hours worked as "Employee In Charge" during the basic work week between the hours of 7:00 A.M. and 10:00 P.M. excluding Sunday and holidays.

Section I - NEW JOB CLASSIFICATIONS

In the event the Employer creates a new job or classification which involves new job duties, responsibilities, or skills, the Employer agrees to negotiate with the Union the rate of pay for the new job or classification, and the Employer shall notify the Union two (2) weeks prior to the implementation of such new job or classification.

ARTICLE VIII

WORKING CONDITIONS

Section A - POSTING OF SCHEDULE

The hours for each employee shall be scheduled by the Employer. A working schedule for the succeeding week shall be posted not later than 10:00 A.M. Friday of the current week. The schedule will be posted in ink and a copy will be given to the store steward. In the event such schedule is not posted by 10:00 A.M. Friday, the schedule for the preceding week shall prevail except in the week of a holiday. No changes will be made, unless in accordance with other provisions of this agreement, in the schedule for an employee who has averaged thirty (30) hours or more per week for eight (8) consecutive weeks unless due to an emergency beyond the control of the Employer (such as fire, flood, and Acts of God). No changes will be made unless in accordance with other provisions of this Agreement in the schedule of other employees without six (6) hours advance notice unless due to an emergency beyond the control of the Employer (such as fire, flood, and Acts of God). Any changes in the work schedule will be reflected on the posted schedule at the time the change is made.

Section A-1

Sunday work will be scheduled at least one (1) week in advance.

Section A-2 - ADDITIONAL HOURS

When additional hours (which are not on the posted schedule) become necessary, the store's most senior employee shall be offered the additional hours, provided such employee has the ability to perform the required work. If the most senior employee is already at work, when the additional hours become necessary and is scheduled less than eight (8) hours that day, such employee shall be offered the additional hours. If the most senior employee is not at work when the additional hours become necessary and a minimum of four (4) additional hours is required, such employee shall be offered the additional hours. If schedules of other employees necessitates changing because of the above process, such employee shall be offered, by seniority, the additional hours to the extent that their hours would be increased. The purpose of this process is to insure that the more senior employee(s) obtain the maximum number of additional hours within their ability to perform the required work.

Section A-3 - REPLACEMENT HOURS

When hours (which are on the posted schedule) become available due to absenteeism of the scheduled employee(s) and the Employer elects to replace some or all of the vacated hours, the Employer will first offer, by seniority, to increase the hours of employee(s) already on the schedule for that day.

If hours are still needed, the store's most senior employee(s) not scheduled or working that day shall be called and offered, by seniority, the necessary replacement hours, provided such employee has the ability to perform the required work, and provided the employee(s) can be contacted at the time the phone call is made.

Section A-4 - TWENTY-FOUR HOURS ADVANCE NOTICE OF ABSENTEEISM

If the Employer has twenty-four (24) hours advance notice of absenteeism, the hours shall be assigned as set forth in Article VIII, Section A-2 above.

Section A-5 - PROCEDURE FOR CALL-INS OF REPLACEMENT HOURS

The Employer will have such call-ins made at the Employer's direction in the following sequence:

1. The Union Steward, if on duty.
2. The Head Cashier, if on duty.
3. A member of the bargaining unit.

Section A-6

Such additional or replacement hours will not be required when such hours would necessitate the payment of daily or weekly overtime.

Section A-7 - EMPLOYEES WORKING IN MORE THAN ONE (1) STORE

Employees will not be permitted or scheduled to work in more than one (1) store per week, unless a vacancy is created by absenteeism and where the Employer cannot fill the vacancy under Article VIII, Section A-2 and A-3.

Section B - BASIC WORK WEEK

The basic work week shall be forty (40) hours, Monday through Saturday, to be worked in five (5) days or less.

Section C - WEEKLY OVERTIME

All time worked in excess of the work week as specified in Paragraph "B" above shall be paid for at time and one-half (1½) the regular rates.

Handwritten calculations:

$\frac{F 15}{80}$ $\frac{F 19}{115}$

$\frac{F 21}{400}$ $\frac{F 24}{115}$

Other markings: F 30, F 400

Section D - DAILY OVERTIME

All work in excess of eight (8) hours per day shall be paid for at time and one-half (1½) the regular hourly rates except for night stock employees who have mutually agreed in writing with the Employer to work a weekly schedule of four (4) ten (10) hour days. In such event all time worked in excess of ten (10) hours per day shall be paid for at time and one-half (1½) the regular hourly rate.

F3/
10/15

Section E - SCHEDULE OF OVERTIME

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.

Section F - 6TH DAY OVERTIME

Any employee called into work the sixth (6th) day of any one (1) work week shall be paid at the rate of time and one-half (1½) the regular hourly rate for all hours worked on the sixth (6th) day. For pay purposes, the sixth (6th) day shall be the employee's normally scheduled day off, unless the employee is scheduled to work six (6) days in one (1) work week, in which case it shall be the sixth (6th) day in which work is performed by that employee.

F49/
11/5

Section F-1

No employee will be required to accept time off as compensation for overtime.

Section G

Time and one-half (1½) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

Section H

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

Section I - SPLIT SHIFTS

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

Section J - SUNDAY PREMIUM

Any employee who works on Sunday shall be paid double time for the hours worked on that day. There will be no pyramiding of premium pay and any hours paid for at premium pay will not be counted in computing overtime.

F50/
1/20

Section J-1

Any employee who works on Sunday shall be paid double (2) times for all hours worked on that day and shall not be considered as part of the basic work week.

Section J-2 - SUNDAY SCHEDULING

Sunday work, when required, will be confined to the employees regularly assigned to the store involved, provided the employee has been scheduled hours during the basic work week in which the Sunday schedule is posted. Such work shall be voluntary and rotated and allocated as equally as possible among the employees provided they are capable of performing the work required in each of the required classifications. For purposes of Sunday work rotation only, department head classifications shall be rotated among the regular clerk classifications, (except deli head and/or bakery head which will be rotated among the regular clerks in their respective departments). Should the Employer be unable to obtain enough voluntary workers within the employees, reverse seniority shall apply.

Section J-2 - SUNDAY SCHEDULING (Cont'd)

If an employee expresses an interest, in writing, for Sunday work and is not capable of performing the work required, such employee will be trained by seniority to perform the Sunday work required within a reasonable period of time (a minimum of four (4) such employees per store each thirty (30) days).

Section J-3

The Employer will post in each store a volunteer work list at least ten (10) days prior to any given holiday set forth in Article IXA. Employees desiring to work said holiday shall sign this listing. The Employer will schedule the necessary employees from this listing in accordance with seniority considering the classifications required and provided the employee is capable of performing the work required. Should the Employer be unable to obtain enough voluntary workers, reverse seniority shall apply.

Section K - LUNCH HOUR

Employees shall be granted one-half ($\frac{1}{2}$) hour uninterrupted period for meal time at approximately the middle of the working day. Every effort will be made so that this meal period shall not be scheduled until an employee has worked three (3) hours and the employee will not be required to work more than five (5) hours prior to beginning such meal period. (Employees who certify in writing that they desire the meal period of one (1) hour on a continuing basis shall be entitled to the hour meal period.) Meal periods will not be required unless an employee has been scheduled for seven (7) hours or more unless in conflict with State or Federal law.

Section L - UNIFORMS

Any uniform deemed necessary by the Employer for the employees shall be furnished and laundered by the Employer. Where dacron or similar type uniforms are furnished to female employees, such uniforms shall be laundered by the employee. Rain-gear will be provided for carry-outs.

E 33 / 3

Section M - CALL-IN GUARANTEE

Each employee who is scheduled or reports for work upon request is guaranteed not less than four (4) hours' pay or work for that day at his applicable hourly rate, providing he does whatever work is assigned to him. The payment of four (4) hours shall not apply to employees whose hours of work are restricted by circumstances beyond the control of the Employer. This clause will in no way directly or indirectly interfere with an employee's right to be scheduled for the maximum number of hours nor in the employee's right to claim hours.

G 18 / 40

Section N

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

Section O

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

Section P - REST PERIODS

All employees shall be entitled to one (1) fifteen (15) minute rest period. These rest periods shall be in lieu of and not in addition to previous informal rest periods. Rest periods will be scheduled in approximately the middle of each half shift. An employee who works more than four (4) hours will receive two (2) rest periods. No rest period shall be scheduled until the employee has worked at least one (1) hour except in emergency.

G 21 / 20

Section Q - PHYSICAL EXAMS

In the event of a city or state ordinance or where the Company requires a physical examination for the employees, the cost of such examination shall be paid by the Employer.

Section R-1 - VENDOR STOCKING

The practice of outside salesmen stocking shelves shall not be expanded during the term of this Agreement except that if a brand of merchandise not 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 a product listed below is added or substituted, salesmen may stock the new brand.

It is further understood that the rotation of merchandise, replacing damaged or outdated merchandise or taking inventory shall not be considered stocking.

The following items are presently being stocked completely or partially by outside salesmen:

Cookies, Crackers and Snacks
Initial set-up of seasonal displays (not to include beverage displays)
Wholesale Distributors; i.e., Specialty
Foods, (not to include dietetic foods), Housewares, Toys, Records, Soft Goods
Pet Supplies, Books, Stationery
Bakery Goods, Cigars, and Specialty Health and Beauty Aids.

Section R-2 - MANAGEMENT WORK CLAUSE

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 (1) Routine customer service, (2) Any emergency occasioned by an accident, Act of God, or mechanical equipment failure which requires immediate remedial action, (3) MSI ordering, emergency basis only, (4) the ordering of bakery department product) or any other work normally done by bargaining unit members. 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.

Section R-3

In the event of a proven violation of this Section, R-1 or R-2 above, the Employer will pay to the employee filing the grievance the amount of time spent in such proven violation, but no less than one (1) hour's pay at the employee's regular rate of pay. If this would result in the employee receiving more than forty (40) hours' pay, the employee filing the grievance will receive straight-time pay for the amount of time of the proven violation, but no less than one (1) hour's pay. In the event the Union files said grievance, the pay shall go to the more senior employee working at the store where the violation occurred.

Section R-4

It is understood that Paragraphs R-1 and R-2 of this Article shall not apply in new or major remodeled stores through the first two (2) weeks of operation.

Section S - MEETINGS

Hours spent in meetings called by the Employer at which employee attendance is required shall be considered hours worked and shall be paid accordingly. (The call-in provision in Paragraph "M" shall not apply to store meetings.)

Section T - POLYGRAPH TEST

No employee will be required to take a polygraph (lie detector) test or voice or stress evaluator test.

Section U - IN-STORE INJURY

Employees shall be paid for the balance of the shift in the event of an in-store work related injury, plus the next scheduled day, providing the doctor certifies that such additional time is necessary.

Section V - EMPLOYEES ON DUTY

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, Acts of God, or because of employee illness.

Section W - MINIMUM WEEKLY SCHEDULE

An employee who is scheduled to work during any week shall be scheduled a minimum of eight (8) hours work. The eight (8) hours work requirement shall not be used to defeat the right of any employee to be scheduled or claim available hours. Similarly, the claiming of an employee's scheduled hours shall not defeat the right of the employee to receive eight (8) hours work.

ARTICLE IX

HOLIDAYS

Section A - HOLIDAYS OBSERVED

The following shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or days legally celebrated in lieu thereof. If a holiday set forth in this Paragraph occurs on a Sunday, the following Monday shall be observed for the purpose of computing holiday pay.

Section B - HOLIDAY PAY

Any employee who has averaged 30 hours or more for the eight (8) weeks preceding any of the above holidays, shall be entitled to eight (8) hours pay for such day. Employees who have averaged less than 30 hours in the eight (8) week period preceding the holiday and who have been employed for eight (8) consecutive weeks shall be entitled to holiday pay based on the average hours worked per day in the previous four weeks (dividing the total hours worked by twenty (20) days) preceding the holiday or four (4) hours pay, at their classified straight time rate of pay, whichever is greater. To be eligible for holiday pay all employees must work the scheduled day before and the scheduled day after such holiday (except in the case of proven illness when employees shall receive holiday pay provided they have worked any part of the holiday week).

Section C - PERSONAL HOLIDAYS

Employees with one (1) year or more of continuous service shall receive four (4) personal holidays or these days may be taken as sick days where mutually agreeable between Employer and employee. In cases where several of the employees select the same personal holiday, seniority shall prevail with the understanding that the Employer reserves the right to have qualified personnel on duty at all times.

Effective January 1, 1980, employees will receive one (1) additional personal holiday as set forth above for a total of five (5).

Eligible employees shall give the store manager at least two (2) week's notice of personal holidays to be taken.

Section C-1

In determining Holiday Pay as set forth in Article IX, Sections A and C above, on such Holidays, the Employer agrees to pay the employee Holiday Pay, including premium pay as set out in Article VII, Sections B, G, and I-2 if the day would have been a premium pay day.

Section C-2 - MINI VACATION

Eligible employees may use the personal holidays as set forth in Section C above, once each year for a 3-day week-end mini-vacation. In cases where several of the employees select the same mini-week vacation, seniority shall prevail with the understanding that the Employer reserves the right to have qualified personnel on duty at all times. Eligible employees shall give the Employer at least two (2) weeks' notice.

Section C-3 - PAYMENT FOR PERSONAL HOLIDAY

Any employee who has averaged thirty (30) hours or more for the eight (8) weeks preceding a personal holiday shall be entitled to eight (8) hours pay for such day. Employee who averages less than thirty (30) hours will be entitled to four (4) hours pay for such day.

Section D - HOLIDAY WORK WEEK

No employee shall be required to work more than thirty-two (32) hours in a holiday week. Any employee who works thirty-two (32) hours in a holiday week shall receive eight (8) hours' holiday pay. Any employee who works more than thirty-two (32) hours in a holiday week shall receive time and one-half (1½) for all hours worked in excess of thirty-two (32).

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Section E - HOLIDAY PREMIUM

Any employee who works on any of the holidays listed in Section "A" shall be paid double time for the hours worked on that day. There will be no pyramiding of premium pay and any hours paid for at premium pay will not be counted in computing overtime.

Section F - CHRISTMAS - NEW YEAR'S

No employee shall be required to work past 6:00 P.M. on Christmas Eve or New Year's Eve. Such work after 6:00 P.M. if deemed necessary by the Employer will be performed by employees on a voluntary basis. In the event a sufficient number of employees fail to volunteer, then reverse seniority shall apply.

Section F-1

No employee will be required to work on Christmas Day.

ARTICLE X

SENIORITY

Section A - DETERMINATION OF SENIORITY

A-1. Seniority shall be defined as length of continuous employment with the Employer and shall begin with the employee's most recent date of employment within the bargaining unit in the jurisdiction of the Local Union.

A-2. In lay-offs, recalls, promotions and transfers, the principle of seniority shall apply as hereinafter provided for in this Agreement.

A-3. No employee shall acquire seniority until employed by the Employer for at least thirty-one (31) days, after which seniority shall start with the date of employment.

Section B

If two (2) or more employees have the same seniority date, the employee who punches in first will be the more senior. In the event that the Employer has no records available to determine who punched in first, or if the question of seniority arises after one (1) year of employment, the employee or employees involved with the lowest sequence of the last four (4) digits of the social security number shall be considered to be the more senior.

Section C - TERMINATION OF SENIORITY

Seniority of employees shall be terminated for any of the following reasons:

1. Voluntary resignation.
2. Discharge for proper cause.
3. Absent from work due to a lay-off for a period of nine (9) months with the exception of one (1) year due to Acts of God.
4. Failure to report back to work within seven (7) calendar days after receiving notification to return from work following lay-off by certified mail to the employee's last known address.

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Section D - SENIORITY LISTS

Agreed upon seniority lists shall be established and maintained and kept current and such records shall be available to the Union at all times.

Section E - SENIORITY CLASSIFICATIONS

Each employee shall accrue seniority within the following department classifications:

1. Department Heads (Department Head seniority will be within each separate Department Head classification.)
2. All regular clerks (cashiers, stockers, produce, dairy, frozen food and non-food)
3. Bakery and/or deli clerks
4. Utility clerks
5. Floral Department clerks
6. Demonstrators

Section E-1 - DEPARTMENT HEAD SENIORITY

Department Heads shall have two (2) seniority dates, to wit, a date of hire and a date of promotion to the current classification. In the event of lay-offs, Department Heads shall be laid off within their Department Head Classification based upon date of promotion and shall be reduced to Regular Clerk based upon date of hire. Their seniority date shall be their most recent date of hire.

Section E-2 - SENIORITY: UTILITY CLERKS

Qualified Utility Clerks may exercise their seniority rights over new applicants to obtain a clerk job vacancy. The promoted Utility Clerk shall have two (2) seniority dates, to wit, the date of promotion and the date of hire. In the layoff of Regular Clerks (who were promoted from Utility Clerks), the promotion date shall be used. For seniority purposes, a regular clerk who elects to accept a Utility Clerk classification, rather than accept a layoff, will revert back to original date of hire. However, if such employee is reclassified back to regular clerk within six (6) months, then such employee will retain his previous regular clerk seniority date.

Section F

Employees working in any of the classifications set out in Article X, Paragraph E, as Classifications #3, 4, 5 or 6 may exercise their seniority rights over new applicants for food clerk classification. Any of these employees who exercise their seniority rights into the food clerk classification will be placed into the next, highest wage bracket above their then current rate of pay.

Section G - INTENT OF SCHEDULING

It is further understood that the work schedules will be arranged so as to provide as many employees eight (8) hours per day schedules and as many employees forty (40) hours per week schedules as is consistent with the limitations set forth in Section H of this Article and with the further understanding that hours not consistent with the needs of the business will not be added to accomplish this objective.

Section H - AVAILABLE HOUR SCHEDULING

Employees shall be scheduled for available hours up to and including eight (8) hours per day or forty (40) hours per week, (thirty-two (32) hours in a holiday week), in accordance with seniority, type of work and ability to perform the work assigned within the five (5) highest hour days in the week (four (4) highest hour days in holiday weeks), excluding Sunday and Holidays.

Section I - CLAIMING OF HOURS

If a less senior employee is scheduled hours that a more senior employee is entitled to, the more senior employee must notify the Manager within twenty-four (24) hours after the posting of the schedule and the schedule will be changed accordingly.

In the event that an employee has not been scheduled in accordance with their seniority on more than two occasions and further provided that this violation has been pointed out to the Store Manager, the 24-hour clause shall be null and void for this employee.

Section I - CLAIMING OF HOURS (Cont'd)

In the event the Employer refuses to change the schedule, employee(s) involved shall be paid double (2) time for all hours lost, provided it is a valid claim.

Section J - DESIRABLE SHIFT SCHEDULE

The Employer will recognize seniority for the more desirable schedule of daily shifts including days off within each seniority classification. (Each employee will certify in writing of their continuing shift preference. The application of this clause will not preclude store management from continuing to schedule the necessary shifts), considering the type of work available in the store and also considering the needs 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 crews.

Section J-1 - NIGHT STOCKING EMPLOYEES

Night stock employees with one (1) year of service on the night stock crew may exercise their seniority rights in transferring (a minimum of one (1) employee each sixty (60) calendar days) to day hours over any less senior employee in their store and the Employer will offer a reasonable period of training to accomplish this transition. Such employees must advise the employer in writing of their desire for day hours.

Section K - LIMITING OF AVAILABILITY

Employees who are not available to work all hours under the provisions of Section G and H of this Article for bonafide reasons must notify the Store Manager in writing with a copy to the Union and the Personnel Department that they have voluntarily limited their availability. This limiting of availability will be for a minimum of four (4) months, (except for Paragraph 2 of this Section which may be less than four (4) months). Bonafide reasons are limited to:

1. Restrictions due to being a student in an accredited institution.
2. Restrictions due to medical reasons supported by a doctor's statement for the employee or employee's dependent.
3. Any other reason mutually agreeable between the Union and the Employer's Personnel Department.
4. It is understood that an employee who may have limited their availability under the previous labor agreement for other reasons than set forth above, will be permitted to continue such limiting until revoked by the employee. Thereafter, such employee will be covered under items 1, 2 and 3 above.

All employees who limited their availability under the provisions of the previous labor agreement must reaffirm such limitation in writing within four (4) weeks of ratification. Any such employees who fail to do so within said four (4) weeks will be scheduled for all hours in accordance with their seniority and thereafter will no longer be covered under Item #4 above.

Section L - UNLIMITING AVAILABILITY

An employee (excluding students who are on summer vacation) who desires to unlimit their availability for work at the end of at least four (4) months, will notify the Store Manager in writing with a copy to the Union and the Personnel Department that they are available for all hours in accordance with their seniority. The Employer agrees to schedule said employee at the beginning of the second week after notification of the employee's unlimited availability for work.

Section M - NEW EMPLOYEES

- A. The Employer agrees to give 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.
- B. The Employer shall provide to the Union monthly, a list of terminated employees.

Section N - NOTIFICATION OF LAY-OFF, TRANSFERS AND PROMOTIONS

The Employer agrees to notify the Union of leave of absences, permanent transfers and promotions as they occur.

Section O - NEW STORES

In the event of the opening of a new store (not a replacement of an existing store) the available jobs for experienced employees will be filled as follows:

1. At least four (4) weeks prior to the opening of the new store, the employer will post a notice in all stores covered by this Agreement, describing such jobs that are to be filled and the number of forty (40) hour and less than forty (40) hour jobs available. The notice shall remain posted for ten (10) days including the date of posting.
2. Employees seeking those jobs shall make their request in writing to the Personnel Department with a copy to the Union. Such requests must be postmarked no later than ten (10) days following the date of posting.
3. All such available job positions will be filled by such employee requests according to seniority, job classification and ability to perform the work. Any such position not filled by the procedure just described, will be offered to employees on layoff status less than nine (9) months according to seniority.
4. Any such remaining job openings to be filled, may then be filled by newly hired employees.
5. Employees transferred from existing stores to a new store, if subject to layoff or reduction in hours in accordance with Article X, Section U, within a period of six (6) weeks after the store is opened, have the right to return to the store from which they were transferred and assume the job that their seniority would warrant.

When a new store is opened replacing an existing store, employees of the existing store shall have transfer rights for the available jobs in the new store, and the remaining jobs will be filled as set forth above.

Section P - UNION STEWARD SENIORITY

In case of a reduction in help, the Union Steward shall be the last person laid off in their classification in the store in which they work.

Section Q - PROMOTIONS

Promotions to department head positions shall be based on seniority, previous work experience and qualifications based on past performance criteria. Employees who are interested for a particular Department Head position shall notify the Personnel Department in writing with a copy to the Union. This information will be maintained on file in the Personnel Department and consideration will be given when a vacancy occurs in the particular classification as shown on the employee's request.

Section Q-1 - TRIAL PERIOD - PROMOTED EMPLOYEES

Promoted employees shall be granted a thirty (30) day trial period in the new position. Employees unsuccessful in qualifying on the new position shall be removed from the position and be governed by all applicable terms and conditions of this Agreement.

Section Q-2

Employees disqualified from the department head position shall not be eligible to be considered for a like position for a minimum of six (6) months.

Section R - DEMOTIONS

No employee shall be demoted from a department head without just cause.

Section S - TRANSFERS FOR EMPLOYEES WORKING IN THE METROPOLITAN INDIANAPOLIS AREA

a. Employees who have worked 38 regular hours per week for eight (8) weeks who have their hours reduced through no fault of their own shall have the opportunity to transfer to another store to maintain their forty (40) hours status, within their geographical groupings as set forth in Schedule "D" of this Agreement. Basis of the transfer would be the replacement of the least senior forty (40) hour employee in that geographical grouping performing similar work.

b. Employees who have averaged thirty (30) hours or more for eight (8) consecutive weeks whose hours are reduced through no fault of their own as set forth in Section U

of this Article will have the opportunity to transfer to another store within their geographical grouping. Basis of the transfer would be the replacement of the newest employee who has worked an average over thirty (30) hours for the preceding eight (8) week period on the seniority list within the geographical grouping performing similar work.

c. Employees working less than thirty (30) hours whose hours are reduced through no fault of their own as set forth in Section U of this Article shall have the opportunity to transfer to another store within their geographical grouping. Basis of the transfer would be the replacement of the newest employee on the seniority list within the geographical grouping performing similar work.

d. Sunday hours shall not be computed in qualifying or disqualifying for transfers.

e. The least senior employee who is replaced as a result of the above shall be reduced within that store or may upon written request to the Employer, with copies to the Union, replace the least senior employee in his hours group as set forth in Paragraphs a, b, or c, above performing similar work within the Metropolitan Indianapolis area.

Section T - TRANSFERS FOR EMPLOYEES WORKING OUTSIDE METROPOLITAN INDIANAPOLIS AREA

a. Employees whose hours have been reduced through no fault of their own and who have transfer rights as set forth in Paragraph a, b, or c, above will be transferred on the same basis with the exception they will replace the least senior employee performing similar work in a store closest to their residence.

b. The least senior employee who is replaced as a result of paragraph a. above shall be reduced within that store or may upon written request to the Employer, with copies to the Union, replace the least senior employee as set forth in a, b, or c, above performing similar work in the jurisdiction of the Local Union.

c. Sunday hours shall not be computed in qualifying or disqualifying for transfers.

Section U - REDUCTION IN HOURS - TRANSFERS

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Employees who are involuntarily reduced in hours by more than five (5) hours per week during the basic work week Monday through Saturday, (from the "base period") for two (2) weeks and whose hours are reduced by five (5) hours or more for the third (3rd) week when the schedule is posted for the third (3rd) week, will be eligible to transfer as set forth in Section S and T of this Article. The "base period" is defined as average weekly hours worked for the immediate three (3) week period which precedes the hours reduction. This paragraph will not apply to employees who are temporarily working additional hours due to replacement of absent employees.

Section V

In the event of a reduction in hours which is less than set forth in Section U above, the employee shall not have the store transfer rights, but shall be scheduled as set forth in Section H of this Article.

Section W - PERMANENT LAY-OFF

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Employees permanently laid off through no fault of their own shall have the opportunity to transfer to another store on the same basis as set forth in Sections S and T above. For the purpose of a transfer, a permanent lay-off is defined as a period of two (2) consecutive weeks of no work.

If there is no less senior employee performing similar work, then the employee may transfer and replace the least senior employee and the Employer shall offer the employee a reasonable period of training or the employee may exercise his seniority as set forth in Section X below.

Section X

An employee who is laid off for more than one (1) week in their respective classification may claim, within the employee's store only, the hours worked by the least senior employee within their classification. If the hours claimed involved work which the employee has not previously performed, then the Employer shall offer the employee a reasonable period of training.

Section X-1

It is understood that training hours are over and above the normal work schedule and no employee will suffer a reduction in hours due to training hours. These hours will not be claimed by another employee.

Section Y

In the event that an employee has no transfer rights within the geographical grouping, they may exercise their rights within the Local jurisdiction as set forth above.

Section AA - DESIRE OF TRANSFER

If the eligible employee does not advise the Employer in writing within twenty-one (21) days of his intent to transfer, he shall forfeit all rights to the transfer. Any transfer involved will be at the employee's expense.

Section BB - DATE OF TRANSFER

The Employer will arrange the transfer at the beginning of the second (2nd) week after the request by the eligible employee.

Section CC - TRANSFERS: EMPLOYEE OBLIGATION

The employee must complete the transfer on the date scheduled by the Employer or forfeit all rights to the transfer.

Section DD - TRANSFER RIGHTS TO MAXIMIZE HOURS

Employees who desire to increase or maximize their hours shall notify the Personnel Department with a copy to the Union in writing of their desire and set forth the store numbers in which they would be willing to transfer to in order to maximize their hours.

The Employer agrees to transfer said employee over any new applicant within the employee's seniority classification.

Section DD-1 - TRANSFER CLOSER TO RESIDENCE

Employees who desire to transfer to a store closer to their residence shall notify the Personnel Department with a copy to the Union in writing of their desire and set forth the store number they desire to transfer to.

The Employer agrees to transfer said employee over any new applicant within the employee's seniority classification.

Section EE - EXPENSE OF TRANSFER

Any transfer as provided for in this Section of the Agreement shall be at the employee's expense. The employee will continue to work on a reduced hours basis until the transfer has been completed.

Section FF

When an employee exercises their transfer rights as set forth above, the transfer will be based upon the latest information that is available within the last eight (8) weeks at the time the transfer is requested.

In case of store closing, displaced employees will be transferred the week following the store closing.

ARTICLE XI

VACATIONS

Section A - SCHEDULE OF VACATIONS

Employees will be entitled to vacations according to the following schedule:

| | | |
|--------------------------------|------------------|---------|
| 1 year of continuous service | 1 week vacation | 36 = 10 |
| 2 years of continuous service | 2 weeks vacation | 38 = 20 |
| 8 years of continuous service | 3 weeks vacation | 44 = 30 |
| 15 years of continuous service | 4 weeks vacation | 48 = 40 |
| 20 years of continuous service | 5 weeks vacation | 50 = 50 |

Section B - COMPUTING VACATION PAYMENT

Vacation pay for eligible employees shall be computed on the basis of total number of hours worked in the vacation qualifying year divided by fifty-two (52) to a maximum of forty (40) hours straight time pay for each week of vacation in accordance with Paragraph "A" of this Article. (Weeks not worked due to paid vacation, sick leave, or other authorized leave of absence shall be excluded from the divisor). Employees who have averaged thirty-eight (38) hours or more per week under the provisions of this paragraph will receive forty (40) hours pay for each week of vacation.

Section C - HOLIDAY DURING VACATION

If a holiday occurs during the period of any employee's vacation, that employee shall (upon mutual agreement) be entitled to an extra day for his vacation or straight time pay. Basis to determine holiday pay shall be any employee who has averaged 30 hours or more for eight (8) weeks preceding a holiday shall be entitled to eight (8) hours pay for such day. Employees who average less than 30 hours will be entitled to four (4) hours pay for such day.

Section D - MILITARY VACATION

Military trainees will not be required to take vacation during training periods.

Section E - VACATION ELIGIBILITY

An employee will be eligible for one week (1) vacation as of the first (1st) anniversary of continuous service, provided he has completed one (1) year of continuous service as of that date.

Section F

After qualifying for his first (1st) one week vacation, an employee who has completed one (1) year of continuous service (but less than two (2) years) prior to January 1, is eligible for one (1) week vacation as of January 1.

Section G

If an employee qualifies for one (1) week vacation as of January 1, and is due to complete the service necessary for an additional week of vacation later in the year, he may take the first week early or wait and take both weeks together.

Section H

Employees qualifying for additional weeks of vacation shall do so on the same basis set forth in Paragraphs E, F and G above.

Section I

Vacation pay will be paid in advance.

Section J

Vacations must be scheduled in the calendar year except where necessary, vacations which fall due in November or December may be carried over to January of the next year if mutually agreed between the Employer and the employee; no employee shall be given pay in lieu of vacation.

Section K

Choice of vacation dates will be granted on the basis of seniority any time during the calendar year. In cases where several of the employees select the same week or weeks for vacation, seniority shall prevail with the understanding that the Employer reserves the right to have qualified personnel on duty at all times. The Employer will post a notice effective February 1st of each calendar year and the employees will sign the roster as to the choice of vacation. This list will remain posted until March 31 of each calendar year. Vacation will be granted on seniority as set forth in Section N of this Article.

Section K-1

When the vacation dates have been established, they will not be changed unless mutually agreeable between the employee and the Employer.

Section K-1a

Vacation dates for bargaining unit employees (except for Department Heads) will not be affected by the vacations of non-bargaining unit employees.

Section K-2 - POSTING FOR VACATION PREFERENCE

Any employee who fails to sign such roster prior to March 31, will be permitted to take vacation at a time that will not interfere with the other employees established vacation period.

Section L - PRO-RATA VACATION - TERMINATION

Upon termination of employment after one (1) year of employment, the employee shall be paid earned vacation pay as follows:

- (a) Annual vacation pay then due the employee but unpaid, plus pro-rata vacation pay, on the additional week, if such employee would have qualified for an additional week's vacation as of their next anniversary date provided the employee is not discharged for proven dishonesty.

Section M - LEAVE AFFECT ON VACATION

Leaves totaling ninety (90) days or less in any calendar year shall not affect a vacation earned in that year; leaves totaling more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one-fourth; leaves totaling more than one hundred eighty (180) days but not over two hundred seventy (270) days shall reduce vacation and vacation pay by one-half; leaves totaling more than two hundred seventy (270) days shall disqualify for vacation. In the event an employee is off work because of illness, pregnancy and/or injury, the Employer shall count all time off through one hundred twenty (120) days 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.

Section M-1

Employees who are on leave of absence and not receiving or eligible for time lost benefits from the Health & Welfare Trust Fund shall be entitled to take any earned vacation and vacation pay due the employee during a leave of absence.

Section M-2

Employees who received vacation pay while on leave of absence as set forth in Section M-1 above, shall not be required to take time off after returning from a leave of absence.

Section N

Employees entitled to more than one (1) week vacation shall be permitted to take two (2) weeks consecutively by seniority any time during the calendar year. 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.

Section 0

Employees will not be permitted to work during their vacation. In the event employees do work during their vacation they will receive double time for all hours worked except as set forth in Article XI, Section M-2.

ARTICLE XII

NO DISCRIMINATION

Section A-1

The Employer and the Union agree that there shall be no discrimination against any employee for reasons of sex, race, creed, color, age, national origin of union activity.

Section A-2

Any reference in the Agreement to the words "he" or "his" shall be applicable to both male and female sex.

ARTICLE XIII

UNION COOPERATION

Section A

The Union agrees to encourage its members to uphold all rules and regulations of the Employer with 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 the Agreement.

Section B

The Union recognizes the need 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 Section "C" below) in suggesting improved methods, and in the education of its members on the necessity for changes and improvements.

Section C

In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such change will 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. (See Article XIV)

ARTICLE XIV

AUTOMATION

The Employer and the Union recognizes that technological change involving certain automated equipment is now available to the retail food industry, particularly as it pertains to the Universal Product Code and electronic checkout equipment. In recognition of this the parties agree that:

- A. Where installations of such equipment will materially affect bargaining unit work, the Union will be pre-notified by the Employer sixty (60) days prior to installation. ✓
- B. The Employer has the right to install such equipment.
- C. Any training or necessary retraining will be furnished expense free by the Employer to affected employees.

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- D. Where employees who averaged thirty (30) hours or more per week for the preceding eight (8) consecutive weeks would be displaced by such installation, the Employer will make every effort to affect a transfer.
- E. If an employee who averaged thirty (30) hour or more per week for eight (8) consecutive weeks is not retrained or transferred and would be displaced as a direct result of major technological change, as defined above, then the employee would qualify for separation pay if:
1. The employee (except utility clerks) had two or more years of service in which he averaged thirty (30) hours or more per week for eight (8) consecutive weeks.
 2. Does not refuse a transfer first within the mutually agreed upon geographical grouping and then within the Local Union jurisdiction.
 3. Does not refuse to be retrained.
 4. Such action does not occur more than six (6) months from date of installation.
 5. Does not voluntarily terminate employment.
- F. Employees who have averaged thirty (30) or more hours per week within the two (2) years preceding the installation of such equipment would receive severance pay in the amount of one (1) week's pay for each year over two (2) years up to a maximum of eight (8) weeks. H61
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- G. Severance pay would equate the average number of hours worked the four (4) weeks preceding displacement, not to exceed forty (40) hours straight time pay. E38
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ARTICLE XV

SEPARABILITY

Nothing contained in this Agreement is intended to violate any Federal or State Laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violations, then that part shall be null and void, and the parties agree to begin negotiations within thirty (30) days to replace said void part with a valid provision. E38
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ARTICLE XVI

SEPARATION PAY

When an eligible employee (an employee who has averaged thirty (30) hours or more per week for the preceding eight (8) week period) is separated for incompetence, or who is permanently laid off due to a discontinuance of the job, or reduction in force shall be entitled to one (1) week's notice or one (1) week's pay in lieu of notice, except in cases of dishonesty, drinking on the job, being under the influence of liquor on the job, use of illegal drugs, gross insubordination or discourtesy to customers. This is in addition to any other pay or benefits employees may be entitled to. H61
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ARTICLE XVII

LEAVE-OF-ABSENCE

Section A - SICKNESS, INJURY OR PREGNANCY

A leave of absence because of sickness, injury or pregnancy not to exceed ninety (90) days shall be granted to employees with thirty (30) days or more of continuous service upon written request supported by proper medical evidence. Extension will be granted up to ninety (90) days at a time for cumulative total of two (2) years if requested and granted in writing supported by proper medical evidence prior to each expiration.

Section 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, provided the Employer is given at least fourteen (14) days notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year. G10
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Section C - MILITARY LEAVE

Any employee who enlists or is inducted into military service shall be returned to his job and retain his seniority under the provisions of the Federal Selective Training Act. G12
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Section D - PERSONAL LEAVE

Any employee with thirty (30) days 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. Personal leave may be extended at thirty (30) day intervals up to a maximum of ninety (90) days, by mutual agreement between Employer and Union. G-9
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Section E - REQUEST FOR LEAVE OF ABSENCE

All leave of absences in excess of fourteen (14) days, must be requested in writing to the Personnel Department with a copy to the Store Manager.

Section E-1

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 unless there is a reasonable cause which does not permit the employee to submit a timely written request.

Section F - EFFECT OF LEAVE OF ABSENCE

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 shall result in employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

Section G - RETURN TO WORK

Upon return to work from a leave of absence, the employee shall be restored to the job previously held, or a job comparable with regard to work and rate of pay. Upon notice to the Employer of availability for work prior to Thursday 4:00 P.M. of any week, the employee shall be restored to work to begin not later than the following Monday. If notice of availability for work is given after Thursday 4:00 P.M. of any week, the Employer is required to schedule the employee on the second (2nd) Monday following the posting of the schedule.

Section G-1

Prior to returning to work, employees who were on leave of absence due to sickness, injury or pregnancy, must provide to their Employer a statement from the attending physician which states the date the employee may safely return to work. G13
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Section H - LEAVE RESTRICTION

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. Failures to comply with this provision shall result in the complete loss of seniority rights for the employee involved. E71
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ARTICLE XVIII

FUNERAL LEAVE AND JURY LEAVE

Section A - FUNERAL LEAVE

In case of death in the immediate family of any employee, the employee shall be paid for a reasonable period of absence depending upon the circumstances up to a maximum of three (3) scheduled days, (except in cases of death of spouse, parent, or child, the employee shall be allowed up to four (4) scheduled days), but in no case will he receive more than his normal week's pay except that any daily overtime worked in such week will be paid even though this brings his total pay to more than the pay for a normal week. By immediate family is meant parents, brother, sister, wife, husband, child, mother-in-law, father-in-law, grandparents, grandchildren, step-parents, or any other relative residing with the employee. In case of a death of a member of the immediate family who lives out of town and additional time off is necessary, the Employer will grant reasonable additional time off without pay for the purpose of attending the funeral. G14
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Section B

If an employee is notified of the death of his spouse, parent or child while at work, he shall be granted the remainder of the day off and paid for scheduled work hours. This shall not be counted as part of the above four (4) days.

Section C

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

Section D

No schedule shall be changed in order to make the employee's day off replace a day that would otherwise have been paid for under the provisions of Paragraph A above.

Section E - JURY LEAVE

When an eligible employee (an employee who has averaged thirty (30) hours or more per week for the preceding eight (8) week period) 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. G20
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Section F

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

Section G - JURY LEAVE PROCEDURE

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 payments 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 (with the exception of night clerk employees) is released for a day or part of a day during any period of jury duty and they have more than the majority of their work schedule remaining, they shall report to their store and work the balance of their schedule.

Night clerk employees serving on jury duty will be given the night off with pay either before or after the day of jury duty depending upon the work schedule of the employee so as to allow the maximum period of unbroken rest.

Section H - TIME SPENT TESTIFYING OR ASSISTING EMPLOYER IN COURT

Time spent by employee(s) who is required to testify and/or assist the Employer in court will be considered as time worked.

ARTICLE XIX

STORE CLOSING

Section A

In the event the Employer closes or sells a store, employees shall have the right to transfer to another store of the Employer in accordance with Article X, Sections S and T of the contract; or at their option (except stores being closed due to replacement store), the right to receive severance pay computed as follows: one (1) week's pay for each year of continuous service commencing with the second (2nd) year for employees working eight (8) weeks over 30 hours and the seventh (7th) year for employees working eight (8) weeks less than thirty (30) hours up to, but not to exceed eight (8) weeks' pay at their regular rate. However, for those employees who have an incomplete year of continuous service as an employee, will receive pro-rata severance pay for that year as follows:

0-3 months equals twenty-five (25) per cent of week's pay
3-6 months equals fifty (50) per cent of week's pay
6-9 months equals seventy-five (75) per cent of week's pay
over 9 months equals one (1) week's pay

Severance pay shall be computed on the average hours worked per week for fifty-two (52) weeks preceding termination.

Section B

The Employer shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) months following termination for those employees who receive severance pay, except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Funds.

Section C

Holidays that fall within thirty (30) days after termination and employees who are eligible for severance pay shall be entitled to holiday pay.

Section D

All monies due employees shall be paid in a lump sum upon termination or layoff.

Section E

An employee who is terminated or laid off and who is eligible for severance pay and accepts severance pay shall not retain seniority or recall rights.

An employee who does not accept severance pay shall retain his recall rights for a period of nine (9) months, at which time he shall receive severance pay.

Section F

If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then the employee shall have the option of accepting the job or the severance pay.

Section G

The Employer agrees to give the employees and the Union two (2) weeks' notice in advance of a store closing or sale.

Section H

Letters of recommendation will be given to all laid-off employees at time of layoff.

Section I

The Company agrees to recall any laid-off employees in any new locations opened under the jurisdiction of the Local Union covered by this Agreement.

Section J

Vacation and holiday pay shall be based on the highest rate paid to an employee during the one (1) year period prior to the employee receiving said vacation and holiday pay.

ARTICLE XX

UNION STEWARD

Section A

Where store operation is not adversely affected, the appointed steward will not be scheduled to work later than 6:00 P.M. on the night (not more than one (1) per month) of the regular Local Union meeting. The Steward must notify the Store Manager prior to the posting of the schedule for the week in which the meeting occurs.

Section B

The Employer agrees to schedule the Union Steward off with pay one (1) day per year for the purpose of attending a Union Steward Seminar. The Union agrees to notify the Company at least seven (7) days in advance of such Seminar. This benefit shall not exceed one (1) day off per store, per calendar year. The Union Steward shall sign an attendance record and said record will be mailed to the Personnel Office.

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ARTICLE XXI

OTHER AGREEMENTS

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

ARTICLE XXII

STORE SAFETY

Employees will not be required to use equipment that may pose a serious hazard to their safety or health due to poor condition or repair. If equipment is not working properly or is in need of service or repair, employees should bring it to the attention of Management, so that arrangements for repairs can be made.

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ARTICLE XXIII

TRAVEL PAY

In cases of temporary transfer, the employee involved shall be reimbursed on travel expenses at the rate of fifteen cents (15¢) per mile. Travel pay will be determined based upon any additional miles the employee travels from his home store.

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ARTICLE XXIV

PENSION

Section A

The Employer agrees to contribute twenty-nine (29¢) cents per hour on all hours paid up to a maximum of forty (40) hours per week for all employees who have completed their probationary period. Effective March, 1980, (based on February hours) the contribution will be increased to forty (40¢) cents per hour.

Section B

Contributions shall be made to the Indiana Area Retail Clerks Union and Food Employer Joint Pension Trust Fund which shall be administered by an equal number of trustees representing the Employer and an equal number of Trustees representing the Union. The Pension Trust Fund shall be established pursuant to a Pension Trust Agreement and Pension Plan to be hereafter entered into by the parties hereto for the sole purpose of providing pensions for eligible employees as defined in such Pension Plan.

Section C

Said Pension Plan and Trust Agreement establishing the Pension Trust Fund shall be submitted to the United States Treasury Department for the approval and rulings satisfactory to the Employer, that said plan is qualified under I.R.C., Section 401, et. seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

ARTICLE XXV

HEALTH AND WELFARE

Section A

The Employer agrees to contribute to the Indiana Retail Clerks Union Locals and Retail Food Employers Health and Welfare Trust Fund the sum of thirty-four (34¢) cents per hour on all hours paid up to a maximum of forty (40) hours per week for all employees who have completed their probationary period. Contributions will be increased to the following amounts on the following dates:

| | | |
|-------------------------|---------------------------|----------------------------------|
| Effective August, 1979 | (based on July hours) | thirty-nine (39¢) cents per hour |
| Effective January, 1980 | (based on December hours) | forty-seven (47¢) cents per hour |
| Effective August, 1980 | (based on July hours) | fifty-three (53¢) cents per hour |
| Effective January, 1981 | (based on December hours) | fifty-nine (59¢) cents per hour |

Section B

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 XXVI

EXPIRATION

This Agreement shall continue in effect from May 20, 1979, through May 16, 1981 and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire for termination of or changes in this Agreement.

IN WITNESS WHEREOF, the said parties have caused duplicate copies to be executed by their duly authorized officers this 21st day of June, 1979.

NATIONAL TEA COMPANY:

BY Daniel L. Costello
Daniel L. Costello
Corporate Director, Labor Relations

BY _____

RETAIL CLERKS INTERNATIONAL ASSOCIATION
AFL-CIO

BY C. Mercer
C. Mercer - Local #725

BY R. Teeter
R. Teeter - Local #25

BY J. Jacobs
J. Jacobs - Local #550

SCHEDULE "A" - WAGE RATES AND UTILITY CLERK DUTIES

| | 5/20/79 | 5/18/80 | 11/16/80 C.O.L.A. (per Schedule "B") |
|--|---------|---------|---|
| <u>I. FOOD CLERKS</u> | | | |
| Start | 4.87 | 5.17 | _____ |
| After 6 mos. | 5.32 | 5.67 | _____ |
| After 12 mos. | 5.72 | 6.12 | _____ |
| After 18 mos. | 6.52 | 6.97 | _____ |
| After 24 mos. | 7.50 | 8.00 | _____ |
| <u>II. FOOD CLERKS hired after 5/19/79</u> | | | |
| Start | 3.65 | 3.85 | _____ |
| After 6 mos. | 4.00 | 4.20 | _____ |
| After 12 mos. | 4.55 | 4.75 | _____ |
| After 18 mos. | 5.20 | 5.55 | _____ |
| After 24 mos. | 5.87 | 6.17 | _____ |
| After 30 mos. | 6.62 | 7.07 | _____ |
| After 36 mos. | 7.50 | 8.00 | _____ |
| <u>III. HEAD CASHIER/HEAD STOCK/HEAD PRODUCE</u> | | | |
| Start | 8.16 | 8.66 | _____ |
| After 6 mos. | 8.28 | 8.78 | _____ |
| <u>IV. HEAD DAIRY</u> | | | |
| | 7.79 | 8.29 | _____ |
| <u>V. HEAD FROZEN FOOD</u> | | | |
| | 7.79 | 8.29 | _____ |
| <u>VI. HEAD DELI</u> | | | |
| | 7.62 | 8.12 | _____ |
| <u>VII. HEAD BAKERY</u> | | | |
| | 7.27 | 7.77 | _____ |
| <u>VIII. HIGH SCHOOL STUDENTS hired before 5/19/79</u> | | | |
| Start | 3.90 | 4.00 | _____ |
| After 6 mos. | 4.10 | 4.25 | _____ |
| After 12 mos. | 4.35 | 4.50 | _____ |
| <u>IX. UTILITY CLERKS</u> | | | |
| Start | 3.20 | 3.45 | _____ |
| After 6 mos. | 3.35 | 3.50 | _____ |

Provided that Utility Clerk employees on the payroll of the Employer prior to May 16, 1976 shall receive a 35¢ per hour increase effective May 20, 1979 and a 15¢ per hour increase effective May 18, 1980. These same Utility Clerk employees shall receive a cost of living increase on the same basis as other eligible employees on November 16, 1980.

UTILITY CLERK - The duties of utility clerks shall be limited to sorting, bagging and packaging sold merchandise; carrying and loading sold merchandise, price checks at check stand, returns to stock of perishable merchandise from the check stand area, 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.

It shall be a violation of this contract for utility clerks 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 utility clerks 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 utility clerk in the store involved shall be paid the applicable clerk wage rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performance of utility clerk duties.

3. Upon a second violation in the same store, all utility clerks in the store involved shall be paid the applicable clerk wage rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of utility clerk duties.
4. Upon a third violation in the same store, all utility clerks in the store involved shall be paid double the utility clerk rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of utility clerk duties.

There shall be no right of claiming hours of work in this classification by employees in other classifications and vice-versa.

X. FLORAL DEPARTMENT CLERKS

| | <u>5/20/79</u> | <u>5/18/80</u> | <u>11/16/80</u> C.O.L.A. (per Schedule "B") |
|---------------|----------------|----------------|--|
| Start | 4.37 | 4.57 | _____ |
| After 6 mos. | 4.67 | 4.87 | _____ |
| After 12 mos. | 5.27 | 5.67 | _____ |

XI. FLORAL DEPARTMENT CLERKS hired after 5/19/79

| | | | |
|---------------|------|------|-------|
| Start | 3.65 | 3.85 | _____ |
| After 6 mos. | 3.90 | 4.10 | _____ |
| After 12 mos. | 4.15 | 4.35 | _____ |
| After 18 mos. | 4.40 | 4.60 | _____ |
| After 24 mos. | 4.70 | 4.90 | _____ |
| After 30 mos. | 5.27 | 5.67 | _____ |

XII. DELI CLERKS AND BAKERY CLERKS

| | | | |
|---------------|------|------|-------|
| Start | 4.65 | 4.95 | _____ |
| After 6 mos. | 4.95 | 5.25 | _____ |
| After 12 mos. | 5.25 | 5.55 | _____ |
| After 18 mos. | 5.55 | 5.85 | _____ |
| After 24 mos. | 5.87 | 6.27 | _____ |

Provided that Deli Clerk and Bakery Clerk employees on the payroll of the Employer prior to May 16, 1976, shall receive a seventy cent (70¢) per hour increase effective May 20, 1979, and a fifty cent (50¢) per hour increase effective May 18, 1980. These same Deli Clerk and Bakery Clerk employees shall receive a Cost of Living increase on the same basis as other eligible employees on November 16, 1980.

XIII. DELI CLERKS AND BAKERY CLERKS hired after 5/19/79

| | | | |
|---------------|------|------|-------|
| Start | 3.65 | 3.85 | _____ |
| After 6 mos. | 4.00 | 4.20 | _____ |
| After 12 mos. | 4.55 | 4.75 | _____ |
| After 18 mos. | 4.95 | 5.25 | _____ |
| After 24 mos. | 5.25 | 5.55 | _____ |
| After 30 mos. | 5.55 | 5.85 | _____ |
| After 36 mos. | 5.87 | 6.27 | _____ |

XIV. DEMONSTRATORS

| | | | |
|---------------|------|------|-------|
| Start | 3.25 | 3.45 | _____ |
| After 6 mos. | 3.60 | 3.80 | _____ |
| After 12 mos. | 4.00 | 4.25 | _____ |

- A. Employees working in any of the above classifications may exercise their seniority rights over new applicants for food clerk classification. Any of these employees who exercise their seniority rights into the food clerk classification will be placed into the next highest wage bracket above their then current rate of pay.
- B. Progression: Employees who have progressed into or have been hired into the clerks classifications as set forth above, shall be required to work twenty-six (26) weeks in each progression step before moving into the next progression step. For the purpose of this progression, each week that the employee has performed some work will be counted in determining the twenty-six (26) week period.
- C. High school students in Group VIII above on the payroll prior to May 20, 1979 will upon graduation from high school (or the date when such employee would have normally graduated) advance to the next highest wage progression bracket under Group II above and thereafter advance as a food clerk as provided for under the terms of this Agreement.

SCHEDULE "B" - COST OF LIVING

For the term of this Agreement only, all classifications of employees shall be covered by the provisions of a cost of living allowance, as set forth below.

The amount of the cost of living allowance shall be determined and re-determined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers" (all items) published by the BLS, U.S. Department of Labor (1967 - 1969 = 100) and referred to herein as the "Index".

The cost of living allowance shall be effective the first (1st) pay period beginning or after November 16, 1980, based on the difference between the Index figure of March, 1980 and the Index figure of September, 1980 and shall continue in effect until the expiration of this Agreement.

There shall be a one cent (1¢) per hour adjustment for every .4 point increase in the Index up to a maximum of \$.25 per hour for each allowance.

SCHEDULE "C" - DEPARTMENT HEADS AND CO-MANAGERS

- A. Department Heads shall be appointed by the Company on the following weekly store sales volume basis: (Reviewed March 1 of each year). Department Head classifications as contained in this Agreement are defined as: An employee(s) who directs and is responsible for the operations of a given Department under the direction of store management.

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

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

15,001 - 35,000 - three (3) department heads (Assistant Manager, Head Produce Clerk, Head Cashier)

35,000 and over - a fourth (4th) department head (Head Dairy).

125,000 and over - a fifth (5th) department head (Frozen Food Department Head)

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.

- 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. 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.

SCHEDULE "D" - LOCAL 725 GEOGRAPHICAL SENIORITY GROUPINGS

| | <u>NORTH</u> | | <u>SOUTH</u> | |
|------|--------------|------|--------------|--|
| 2131 | 8170 | 574 | 4705 | |
| 2435 | 8311 | 1801 | 7150 | |
| 5940 | 1361 | 1815 | 2120 | |
| 3702 | 1400 | 2176 | 3031 | |
| 3839 | 5804 | 2711 | 5208 | |
| 3976 | 5967 | 3145 | 6826 | |
| 5602 | 2366 | 3757 | Greenwood | |
| 6060 | 5910 | 4208 | Plainfield | |
| | 7098 | | | |

SCHEDULE "E" - MANAGER TRAINEES AND DEMONSTRATORS

1. Demonstrators - The duties of demonstrators shall include the preparation of product(s) so that it is adaptable for customer acceptance and sampling. Product for demonstrations shall be obtained from the sales area. Hours allocated to product demonstration shall not be included in hours chargeable to store operations as relates to allocated store hours.

The above refers to employees of the Employer and not to vendor demonstrators or private contract demonstrators.

2. Manager Trainees - are defined as employees identified and selected by management to be trained for store management responsibilities, and shall be permitted the necessary flexibility to adequately prepare for store management. Hours worked by management trainees shall not affect hours worked by permanent bargaining unit employees. Hours allocated to manager trainees shall not be included in hours chargeable to store operations as relates to allocated store hours.

CHANGE OF ADDRESS FORM

When you change your address, in order that we may better communicate with you, please complete the form below and forward the same to your local union office.

For address see back of contract.

My current mailing address is:

John Doe
Name

000 Address Street
Address

Anytown USA
City State

Employer Store No.

MEMBERS IN GOOD STANDING, WHOSE CURRENT DUES AND OTHER FINANCIAL OBLIGATIONS HAVE BEEN PAID, SHALL BE ENTITLED TO WITHDRAWAL CARDS WITHOUT CHARGE. DUES MUST BE PAID FOR MONTH IN WHICH YOU REQUEST WITHDRAWAL CARD.

WITHDRAWAL CARD REQUEST FORM

Upon termination of employment with your Company, this form may be used for obtaining a Withdrawal Card. Make certain that you complete the form in it's entirety and return to your local union office

For address see back of contract. _____

Name

Address

City

State

Employer

Store No.

Last Day Worked _____

WITHDRAWAL CARD

It is necessary to obtain a withdrawal card from your local Union when you leave the retail field to avoid payment of reinstatement fees upon returning to retail employment. To obtain a withdrawal card, make a written request to your local Union office, giving your name and address and the reason for leaving the retail field. The withdrawal card will be issued at no cost, the only requirement being that your initiation fee be fully paid and your dues must be paid for the month in which you request the withdrawal card. The withdrawal card is good indefinitely and allows you to become a member of any local Union affiliated with the United Food and Commercial Workers International Union without payment of any additional fee. Withdrawal cards must be deposited with this office within 30 days after returning to work or said card becomes null and void and the reinstatement fee must be paid. All persons returning to work with withdrawal card must fill out a new application and authorization.

GRIEVANCES

To report a grievance, phone, write or contact your Union Steward or Local Union Office.

CHANGE OF ADDRESS

Report all changes of address to your Local Union Office.

HEALTH & WELFARE AND PENSION

Phone toll free 800 - 382-1799, Indianapolis, Indiana.
Within Indianapolis Area 247-7381

RETAIL CLERKS UNION LOCAL 725
5638 PROFESSIONAL CIRCLE SUITE 201
INDPLS. IN 46241
MEETINGS EVERY THIRD TUESDAY
PHONE 317 - 248-0401
CREDIT UNION 248-1981

RETAIL STORE EMPLOYEES UNION
LOCAL 550
627 CHERRY STREET
TERRE HAUTE, INDIANA
PHONE 812 - 232-1026

6178-0086174F002 - 03



FIRST

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 044-R0003

January 28, 1981

JAN 30 1981
FEB 6 1981

Secretary-Treasurer
United Food and Commercial Workers
International Union, District Council #12
5638 Professional Circle
Indianapolis, Indiana 46241

Respondent:

The Bureau of Labor Statistics maintains a file of selected private and public sector agreements for use by private parties and government agencies, and as a basis for the Bureau's agreement provision studies. We would appreciate receiving a copy of your current agreement(s) and/or related documents, identified below, together with any related supplements (e.g., pension, health and welfare, and SUB plans) or wage schedules.

Between your union's District Council #13 and any union agreement(s) covering your area's Major and Independent Food industry employees.

For statistical purposes, we also need the information requested below. You may return this form, your agreement(s) and supplements in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return this form.

The file is available for your use, as provided by Section 211 of the Labor Management Relations Act of 1947, except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, please check this box.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

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

If more than one agreement or more than one employer is covered by this agreement, provide information on the back of this form. (Please Print)

1. Approximate number of employees involved 3300
2. If multiemployer contract, indicate the number of employers _____
3. General location of agreement (city, State, or region) CENTRAL & EASTERN INDIANA.
4. Product, service, or type of business FOOD STORES
5. Effective date 5-20-79 and expiration date 5-16-81

Your Name and Position

Area Code/Telephone Number

DAN REASONS President UFCW Local 725-R 317-248-0391

Address

City/State/ZIP Code

5638 PROFESSIONAL CR. SUITE 201 INDIANAPOLIS, IN