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NOT FOR PUBLIC INFORMATION

A G R E E M E N T

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

ARTICLE I

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

ARTICLE II

A. The Union shall be the sole and exclusive bargaining agent for all Grocery employees, excluding one (1) Store Manager per store, one (1) Reserve Store Manager for each three (3) stores, 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 Marion County, Indiana, and the towns of Plainfield, Connersville, Greenwood, Greenfield, Martinsville, Bloomington, Franklin, Shelbyville, Lafayette, Kokomo, Marion, Anderson, Muncie, Richmond, Terre Haute, Brazil and Clinton, Indiana.

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

ARTICLE III

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

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

B. The Company shall deduct union initiation fees and union monthly dues from the pay of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deduction. The Company shall promptly remit all sums deducted in this manner to the Local Union. It is understood that this provision shall be subject to all applicable State and Federal laws, rulings or regulations.

NOT FOR PUBLIC INFORMATION

ARTICLE IV

A. The management of the Employer's business and the direction of the working forces, including the right to plan, direct and control store operations, hire, promote, discharge, suspend or discipline for proper cause, transfer or relieve from duties because of lack of work or other legitimate reasons are vested in the Employer, provided, however, that these rights will not be used for the purpose of discrimination against any employee by reason of his Union membership or activity. Any employee who claims that he has been unjustly discharged, suspended or disciplined in violation of any of the provisions of this Agreement shall have recourse to the grievance procedure provided herein.

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

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

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

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

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

D. The Employer may at any time discharge any worker for proper cause. The employee may also file a written complaint with the Union within five (5) days of such discharge, asserting that the discharge was improper. If the Union and the Employer fail to agree within ten (10) days, it shall be referred within twenty-four (24) hours to a Board of Arbitration. Should the Board determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the Board. Failure of the Union to discuss the complaint with the Employer within ten (10) days of discharge will serve to automatically void the complaint.

E. 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.

F. The Employer shall have the right to call a conference with the officials of the Union for the purpose of discussing his grievances, criticisms or other problems. The Union shall be granted the same privileges.

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

ARTICLE IV - (Continued)

H. Where not contrary to applicable law, no grievance will be considered or discussed which is presented later than thirty (30) calendar days after such has happened. Grievances not settled in Step 1. of the Grievance Procedure shall be reduced to writing and presented to the Employer.

ARTICLE V

During the term of this Agreement, the Union agrees that there shall be no strike, slowdown, sympathy strike, boycott or any other interference with or any interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

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

ARTICLE VI

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

B. Effective the Monday following contract ratification, fifteen cents (.15¢) per hour premium shall be paid to any employee working between the hours of store closing and continuing until 6:00 A.M. or beyond.

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

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

E. Previous proven comparable grocery experience shall be the basis for determination of employee's rate of pay.

F. Any employee assigned to relieve a department head for one (1) week or more shall receive the minimum contract rate in effect.

ARTICLE VII

A. The hours for each employee shall be scheduled by the Employer. A work schedule for all employees shall be posted in ink on a suitable bulletin board which is accessible to all employees, in each store not later than noon Friday of the current week for the following week. The Store Manager shall provide the Union Steward with a copy of such schedule.

Any employee called in to work on his scheduled day off shall not be required to take time off later in the week.

ARTICLE VII - (Continued)

B. The basic work week for full-time employees shall consist of forty (40) hours to be worked in five (5) days or less.

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

C. Any clerk required to work on Sunday shall be paid two (2) times the regular rate of pay for hours worked. Work on Sunday shall not be considered as part of the basic work week for full-time employees. Hours worked by part-time employees on Sunday shall not be counted for purposes of wage progression, Health and Welfare eligibility, vacation pay or holiday pay.

Work performed on Sundays or holidays shall be on a voluntary basis. In the event sufficient employees are not available for Sunday or holiday work, reverse seniority shall apply. When requested on an individual store basis, Sunday work shall be rotated among the required job classifications.

D. Employees will be required to wait on customers in stores at closing time and shall be paid for all time worked at prevailing rates.

E. No employee shall be allowed or required to work a split shift.

F. No employee shall be required to work on the following holidays except as provided in Section C above: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day, or on days legally celebrated in lieu thereof. There shall be no deductions from the pay of full-time employees in a holiday week or from the pay of those employees regularly working forty (40) hours per week, provided the scheduled day of work before and after the holiday is worked by the employee. Holiday pay for full-time employees is defined as eight (8) hours at the employee's straight-time hourly wage rate. Veteran's Day will be considered as a legal holiday only if generally observed by the retail food industry in the city in which the Company's store is located.

No employee shall be required to work after 6:00 P.M. on Christmas Eve and New Year's Eve provided that such store hours are generally observed by the retail food industry in the individual town or towns affected by this Agreement.

Full-time employees shall receive a seventh (7th) paid holiday to be celebrated the Monday following the employee's birthday. Should the Monday following the employee's birthday be recognized as another holiday under the terms of this section, such full-time employee shall be given the Monday of the following week off with pay as the holiday.

A regular clerk, averaging twenty-six (26) hours or more per week, who has been on the payroll twelve (12) weeks or more, shall receive holiday pay equal to the number of hours he would have been scheduled to work, if the day was not observed as a holiday: (effective 1-1-68, but in no event less than four (4) hours' pay). The previous four (4) weeks shall be used to determine the average number of hours scheduled to work.

Effective 1-1-68, part-time employees who have completed twelve (12) or more weeks of continuous employment with the Employer shall be entitled to four (4) hours of holiday pay at their classified straight-time hourly rate, provided they have worked any part of the week in which the legal holidays listed in this section occur.

G. All full-time employees shall be required to work only thirty-two (32) hours in a week in which a holiday occurs and shall be paid for forty (40) hours. If they are required to work more than thirty-two (32) hours in a holiday week, time and one-half ($1\frac{1}{2}$) shall be paid for all hours worked in excess of thirty-two (32) hours.

ARTICLE VII - (Continued)

H. There shall be no duplicating or pyramiding of overtime payments. Overtime paid on a daily basis shall not be paid on a weekly basis.

I. Employees shall be granted one (1) uninterrupted hour for lunch at approximately the middle of the working day. For night stocking employees, the lunch period may be one-half ($\frac{1}{2}$) hour.

J. Any uniform deemed necessary by the Employer for the employee shall be furnished and laundered by the Employer.

K. In the event of a City or State Ordinance requiring physical examination of the employee, such Ordinance shall be discussed by both parties from the standpoint of procedure and cost.

L. The Union agrees to issue a Union Store Card to the Company under the rules governing union store cards set forth in the Constitution of the Retail Clerks International Association. Such Union store card is and shall remain the property of said International Association and the Company agrees to surrender said Union store card to an authorized representative of the Union upon demand.

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

N. The Employer agrees to give all employees who are scheduled and work a minimum of seven (7) hours per day, one (1) fifteen (15) minute rest period in each half shift. Employees who are scheduled and work four (4) hours or more but less than seven (7) hours shall receive one (1) fifteen (15) minute rest period. The daily total rest period shall not exceed thirty (30) minutes. Every effort will be made to schedule rest periods midway in each shift. No rest period shall be scheduled until an employee has worked at least one (1) hour, unless it is necessary to do so for emergency reasons.

O. Each employee who reports for work upon request is guaranteed not less than four (4) hours' pay for that day at his regular straight-time hourly rate, provided he does whatever work is assigned to him. The payment of four (4) hours shall not apply to part-time help whose hours are restricted by circumstances beyond the control of the Employer. It is understood that the provisions of this section will in no way prohibit any employee from exercising his seniority rights under the terms of Article VIII, Section D.

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

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

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

S. The Company agrees not to employ or schedule two (2) or more part-time employees where it is possible to employ or schedule one (1) or more full-time employees.

ARTICLE VII (Continued)

T. Part-time employees shall be given preference for full-time employment over applicants with no previous service with the Employer.

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

V. Employees required to attend store meetings shall be paid for time spent in such meetings at the applicable hourly rate.

W. When requested by the individual employee, one (1) week of his eligible vacation need not be taken in conjunction with Military Reserve Duty.

ARTICLE VIII

A. In lay-offs and rehiring, the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee, but with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. In the matter of promotions or transfer from one type of work to another, or from one store to another, the Employer shall have the right to exercise his final judgment after giving due regard to seniority. Agreed upon seniority lists shall be established and maintained and such records shall be available to the Union at all times

The Employer shall furnish to the Union the names of newly hired employees and the names of all employees terminated during the previous calendar month.

In the case of new employees, the Employer shall furnish the Union with the new employee's name, residence address, social security number, store location, rate of pay and the rate of employment. In the case of terminated employees, the list shall state the date of employment.

B. Seniority shall be considered as terminated if an employee is duly discharged by the Employer, if he voluntarily quits, if he is laid off continuously for a period of more than six (6) months, or if called to work from a layoff but fails to report within one (1) week from date of notification to return.

C. No employee shall acquire seniority until he or she has been employed by the Company for at least thirty-one (31) days, after which seniority shall start with the date of employment. Part-time employees shall not accumulate seniority over regular and full-time employees.

D. All full-time employees shall have seniority over a part-time employee only to the extent that a full-time employee who is to be laid off or transferred may claim in his store all or any portion of the hours worked by any particular less senior employee up to and including forty (40) hours within the store, provided the full-time employee has the qualifications and ability to perform the duties of the part-time employee being replaced.

A part-time employee may exercise seniority over any other part-time employee within his store, only in the manner set forth above. For the purpose of this section only, a reduction in hours shall be construed as a lay-off.

E. In the event a Union Steward is scheduled to be laid off or transferred from his particular store due to a reduction in force, the Employer shall notify the Union.

ARTICLE IX

A. All employees who have been continuously employed by the Company as regular employees for one (1) year or more, but less than two (2) years, shall receive an annual vacation of one (1) week with pay equal to one (1) week's regular salary or wages. All employees who have been continuously employed by the Company as regular employees for two (2) years or more shall receive an annual vacation of two (2) weeks with pay equal to two (2) weeks' regular salary or wages. All employees who have been continuously employed by the Company as regular employees for eight (8) years or more shall receive an annual vacation of three (3) weeks with pay equal to three (3) weeks' regular salary or wages. All employees who have been continuously employed by the Company as regular employees for twenty (20) years or more shall receive an annual vacation of four (4) weeks with pay equal to four (4) weeks' regular salary or wages.

Effective 1-1-68, all employees who have been continuously employed by the Company as regular employees for eighteen (18) years or more shall receive an annual vacation of four (4) weeks with pay equal to four (4) weeks' regular salary or wages.

B. Vacations shall not be cumulative but must be taken (or pay in lieu thereof) during each year in which a vacation is earned. Pay in lieu of vacation is subject to the approval of the Division Manager. Vacation pay shall be computed on the basis of the rate of pay at the time vacation is taken.

C. Eligibility for an employee's vacation will be determined by the anniversary date of his last hiring, provided, however, that in the event the eligibility date falls during the month of December, all or any part of such vacation may be deferred until the following year, but not later than January 31.

D. Employees scheduled to take a vacation during weeks in which a granted holiday occurs shall be given an additional day immediately following such vacation period.

E. Any employee whose employment by the Company is terminated for any reason other than dishonesty or drunkenness at the time when he is entitled to a vacation for the current year or to pay in lieu thereof, but who has not yet taken his vacation or pay in lieu thereof, shall, upon separation, receive the vacation pay to which he is entitled.

ARTICLE X

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

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

ARTICLE XI

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

ARTICLE XII

A. **PREGNANCY:** A regular female employee who has had one (1) year of continuous service as a regular employee shall be granted a leave-of-absence upon her written request supported by a statement from a physician certifying that the employee is pregnant and the anticipated birth date. Such leave shall begin not later than the end of the fifth (5th) month of pregnancy and will expire not later than three (3) months after birth or miscarriage unless the employee requests in writing an extension of the leave, supported by a doctor's certificate certifying that such an extension is necessary, but in any case the leave-of-absence shall not be extended more than an additional three (3) months. Failure to request a pregnancy leave by the end of the fifth (5th) month shall cause the employee to be considered as having quit her job. Two (2) weeks before the expiration of a pregnancy leave, the employee shall notify the Employer that she will be available for work at the expiration date of her leave and will have a doctor's release at that time unless she requests an extension as above provided. To qualify for another pregnancy leave, the employee must have completed at least eighteen (18) months of continuous service on the job since returning from her last pregnancy leave.

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.

C. **SICKNESS OR INJURY:** A leave-of-absence because of sickness or injury not to exceed ninety (90) days shall be granted to an employee who has had one (1) year of continuous service upon written request supported by medical evidence. Extension will be granted up to ninety (90) days at a time for a cumulative total of one (1) year, if requested and granted in writing supported by proper medical evidence prior to each expiration.

D. **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.

E. **PERSONAL LEAVE:** An employee who has had one (1) year of continuous service may 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. The granting of Personal Leave shall be subject to final approval of the Employer.

F. 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.

G. 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 the 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.

H. The Employer agrees to pay full-time employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight-time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, or any relative residing with the employee, or with whom the employee is residing.

ARTICLE XII - (Continued)

Effective the Monday following contract ratification, part-time employees shall be paid for necessary absence to attend the funeral of a member of their "immediate family" for the number of hours he was scheduled to work on the date of the funeral. The term "immediate family" shall be defined the same as provided above for full-time employees.

When any full-time employees who is covered by this Agreement is summoned for jury service, he shall be excused from work for the day on which he reports for jury service and/or serves. He shall receive for each such day on which he so reports and/or serves and on which he otherwise would have worked, the difference between eight (8) times his regular hourly rate of pay and the payment he receives for jury service, if any, for a maximum of four (4) scheduled work weeks in a calendar year, provided, however, that no payment shall be made under the provision of this Article to any employee summoned for jury service unless he shall have advised the Employer of receipt by him of such jury summons not later than the next regularly scheduled work day after receipt of said summons. Before any payment shall be made to any employee hereunder, he shall present to the Employer proof of his summons for service, and of the time served and the amount of pay received therefor, if he shall have served as juror. The provision of this Article shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as juror. When an employee is released for a day or part of a day during any period of jury service, he shall report to his store for work.

ARTICLE XIII

A. The Employer shall pay into the Health and Welfare Trust Fund the sum of nineteen (\$19.00) dollars per month for each of its "eligible employees" who on the first day of such month has completed thirty-one (31) days of employment and has qualified as an "eligible employee," by working an average of thirty (30) hours or more per week during the preceding four (4) consecutive weeks.

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

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

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

D. Employer contributions will immediately be discontinued as follows:

1. Approved leave-of-absence.
2. Voluntary quit.
3. Termination.
4. Voluntary reduction to part-time.

ARTICLE XIII - (Continued)

E. Effective January 1, 1969, the Employer also agrees to pay into the Health and Welfare Fund, the sum of six (\$6.00) dollars per month for each of its "regular part-time employees" who on the first day of such month has been employed for three (3) calendar months or more, does not qualify for a "full-time contribution" under the terms of this Article, and has worked eight (8) hours or more per week during each of the preceding four (4) weeks. Contributions will be continued by the Employer for a period of four (4) weeks on such an employee who is not on the payroll due to illness or injury.

Effective January 1, 1969, if a covered employee ceases to be eligible for the nineteen (\$19.00) dollars monthly Welfare contribution, then such contribution shall be discontinued; however, if such employee has worked eight (8) hours or more per week during a period of four (4) consecutive weeks, he shall qualify for part-time Welfare and such a contribution shall be made on his behalf without any waiting period.

Effective January 1, 1969, if a covered part-time employee works less than eight (8) hours per week for four (4) consecutive weeks, such Welfare provision shall be discontinued until such employee again works an average of thirty (30) hours or more per week for four (4) consecutive weeks or works an average of eight (8) hours or more per week for four (4) consecutive weeks, providing, he performs work in three of the four (4) consecutive weeks. In either event, the appropriate Welfare premium will again be paid without any waiting period.

F. The Trustees shall take all 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 XIV

It is mutually agreed that if any Article and/or Section of any Article of this Agreement is in conflict with any State or Federal law, such Article and/or Section of any Article shall be considered null and void and of no force or effect, but all other remaining Articles and/or Sections of Articles herein shall continue in full force and effect. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will within thirty (30) days begin negotiations to replace said void part with a valid provision.

ARTICLE XV

The Employer agrees to contribute the sum of five cents (5¢) per hour on all straight-time hours worked up to a maximum of forty (40) hours per week by members of the bargaining unit, including hours of holiday and vacation pay. Contributions will be made after the employee has completed thirty (30) days of service on the Employer's active payroll.

Effective January 1, 1968, the Pension contribution shall be increased to eight cents (8¢) per hour on all straight-time hours worked up to a maximum of forty (40), including holiday and vacation pay.

Such contributions shall be made to a jointly administered Employer-Union Pension Fund which shall be administered by an equal number of Trustees representing the Employer and an equal number of Trustees representing the Union in accordance with existing law and the provisions of a Trust Agreement to be negotiated and executed by the parties hereto.

ARTICLE XV - (Continued)

Said Pension Fund shall be used to provide pension benefits for eligible employees of the Employer as agreed upon by the parties hereto and such plan shall, among other things, provide that all benefits under the plan and costs, charges and expenses of administering the plan and all taxes levied or assessed upon or in respect of said plan or trust or any income therefrom shall be paid out of the Pension Fund.

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

If for any reason the United States Treasury Department and the United States Department of Labor withhold approval and rulings satisfactory to the Employer, the parties hereto agree that the said contributions shall be withheld until a Plan is approved and becomes effective.

ARTICLE XVI

Representatives of vendors will not be permitted to stock merchandise, except baby foods, bakery products (including crackers and cookies) and snack items. This restriction does not apply to the first two weeks after the opening of a new or remodeled store, and does not apply to rack jobbers and seasonal displays such as seeds, insecticides, back to school supplies.

ARTICLE XVII

The initial increase in basic wage rates shall be paid retroactive to February 27, 1967, and shall be computed on the basis of the weekly increase for hours worked in the basic work week.

ARTICLE XVIII

This Agreement shall remain in full force and effect from February 27, 1967, except as otherwise provided, to and including March 1, 1970, at which time it shall automatically renew itself from year to year, provided, however, that either party must give written notice via U.S. Registered Mail to the other party not less than sixty (60) days prior to March 1, 1970, of its desire to terminate or change this Agreement upon its expiration date.

Executed this 30th day of July, 1967.

NATIONAL TEA CO.
STANDARD GROCERY DIVISION

RETAIL CLERKS INTERNATIONAL ASSOCIATION
AFL-CIO.

By J. Quirk
J. Quirk, Vice President

LOCAL No. 725
By Lloyd C. Sanford

By J. C. Riordan
J. C. Riordan

LOCAL No. 25
By John E. Case

LOCAL No. 1441
By [Signature]

LOCAL No. 550
By R. L. Claybaugh

SCHEDULE "A" - WAGES

ZONE I

<u>Regular Clerks</u>	Effective <u>2-27-67</u> Per Hour	Effective <u>2-26-68</u> Per Hour	Effective <u>3-3-69</u> Per Hour
Start	\$2.02	\$2.10	\$2.20
After 6 Months	2.10	2.18	2.28
" 12 "	2.17	2.25	2.35
" 18 "	2.35	2.43	2.53
" 24 "	2.52	2.60	2.70
" 30 "	2.65	2.73	2.83

Part-time

Start	\$1.67	\$1.75	\$1.85
After 6 Months	1.72	1.80	1.90
" 12 "	1.82	1.90	2.00
" 18 "	1.88	1.96	2.06

Head Cashier

(A) Start	\$2.75	\$2.83	\$2.93
After 6 Months	2.80	2.88	2.98
(B) Start	\$2.66	\$2.74	\$2.84
After 6 Months	2.72	2.80	2.90

Head Stock Clerk

(A) Start	\$2.97	\$3.05	\$3.15
After 6 Months	3.09	3.17	3.27
(B) Start	\$2.66	\$2.74	\$2.84
After 6 Months	2.69	2.77	2.87
" 12 "	2.87	2.95	3.05

Head Produce Clerk

(A) Start	\$2.97	\$3.05	\$3.15
After 6 Months	3.09	3.17	3.27
(B) Start	\$2.66	\$2.74	\$2.84
After 6 Months	2.73	2.81	2.91
" 12 "	2.93	3.01	3.11

ZONE II *

Regular Clerks

Start	\$1.97
After 6 Months	2.05
" 12 "	2.12
" 18 "	2.30
" 24 "	2.47
" 30 "	2.60

SCHEDULE "A" - WAGES

ZONE II *

<u>Part-Time</u>	<u>Effective</u> <u>2-27-67</u>
Start	\$1.62
After 6 Months	1.67
" 12 "	1.77
" 18 "	1.83

Head Cashier

Start	\$2.61
After 6 Months	2.67

Head Stock Clerk

Start	\$2.61
After 6 Months	2.64
" 12 "	2.82

Head Produce Clerk

Start	\$2.61
After 6 Months	2.68
" 12 "	2.88

TERRE HAUTE *

<u>Regular Employees</u>	<u>Effective</u> <u>2-13-67</u> <u>Per Hour</u>
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<u>Male</u>	
Start	\$1.995
After 6 Months	2.06
" 12 "	2.18
" 18 "	2.26
" 24 "	2.56
" 30 "	2.625

<u>Female</u>	
Start	\$1.935
After 6 Months	2.00
" 12 "	2.12
" 18 "	2.19
" 24 "	2.40
" 30 "	2.555

Part-time

<u>Male</u>	
Start	\$1.63
After 6 Months	1.72
" 12 "	1.82
" 18 "	1.88

SCHEDULE "A" - WAGES

TERRE HAUTE *

<u>Part-time</u>	<u>Effective</u> <u>2-13-67</u>
<u>Female</u>	
Start	\$1.58
After 6 Months	1.67
" 12 "	1.77
" 18 "	1.83
<u>Head Cashier</u>	
(A) Start	\$2.735
After 6 Months	2.79
(B) Start	\$2.66
After 6 Months	2.735
<u>Head Stock-Head Produce</u>	
(A) Start	\$2.88
After 6 Months	2.96
(B) Start	\$2.82
After 6 Months	2.88

* Effective the first Monday following notice of contract ratification to the Employer in writing by the applicable Local Union, such rates of pay shall be discontinued and thereafter the rates identified above as ZONE I will apply.

A. Part-time Clerks

Part-time clerks are those persons who are employed less than twenty-six (26) hours per week and shall be paid on the basis of the "Part-time" wage schedule. In the case of Local Union No. 550, the above definition shall become effective the Monday following notice of contract ratification to the Employer in writing.

After eighteen (18) months of service, part-time employees will begin accumulating hours and upon completion of 520 hours' work after eighteen (18) months of service will advance to the beginning wage bracket of the "regular clerks" wage schedule, and for each 1040 hours worked thereafter will advance to the next highest bracket of the "regular clerks" wage schedule.

B. Regular Clerks

A regular clerk is defined for the purpose of paying wages in this Agreement as a person who has been employed twenty-six (26) hours or more per week for a period of four (4) consecutive weeks and shall be paid on the basis of the "Regular Clerks" wage schedule. In the case of Local Union No. 550, the above definition shall become effective the Monday following notice of Contract ratification to the Employer in writing.

In the case of all Local Unions effective the Monday following signing of this Agreement, a regular clerk is defined for the purpose of paying wages in this Agreement as a person who has been employed an average of twenty-six (26) hours or more per week for a period of four (4) consecutive weeks and paid according to the regular clerk's rate of pay for the hours worked.

SCHEDULE "A" - WAGES

After a regular employee has worked an average of less than twenty-six (26) hours per week for four (4) consecutive weeks, he shall be classified as a part-time clerk and be paid accordingly beginning with the first week following such four (4) week period.

C. Head Cashier

A Head Cashier shall be defined as an employee who is appointed and trained by the Employer to handle the cash and necessary reports and such other work as required by the Store Manager.

D. Head Stock Clerk

A Head Stock Clerk shall be defined as an employee who is appointed and trained by the Employer to order, check, stock and display merchandise and who supervises these functions under the direction of the Store Manager.

In stores having night operations and where the Head Stock Clerk is assigned the responsibilities of the Store Manager during his absence, the wage progression shall be the same as specified for the Head Produce Clerk.

E. Head Produce Clerk

A Head Produce Clerk shall be defined as an employee who supervises the operation of the Produce Department under the direction of the Store Manager.

F. In any store where the average weekly total sales is \$15,000. or more, there shall be a Head Stock Clerk and a Head Cashier appointed by the Company.

In any store where the average weekly total sales is \$20,000. or more, there shall be a Head Stock Clerk, a Head Produce Clerk and a Head Cashier appointed by the Company.

G. On store classification average sales for the thirteen (13) periods prior to anniversary date shall be used. On new or remodeled stores average sales shall be based upon the first four (4) months following store opening or remodeling.

H. Effective the Monday following notice of contract ratification to the Employer in writing the payment of time and one-half (1½) after 6:00 P.M. in Local No. 550 made pursuant to a letter of understanding between the parties dated November 8, 1960, and thereafter extended from time to time shall be discontinued and such understanding will become null and void. Thereafter, employees will be paid in accordance with all other provisions of this Agreement.

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

September 1, 1967

SEP 22 1967

OK



Mr. J. C. Riordan, Labor Relations
Assistant
National Tea Company
1000 Crosby Street
P. O. Box 6970-A
Chicago, Illinois 60680

Dear Mr. Riordan:

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

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

Your cooperation is appreciated.

Very truly yours,

Arthur M. Ross
Commissioner

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
National Tea Company Standard Grocery Div. Intrastate-Indiana.	Retail Clerks International Association, local #725, 25, 1441, 550.	1300