

ARTICLE 5. DISPUTE PROCEDURE

A. The Union shall have the right to designate a shop steward for each store. The shop steward may act for the Union in signing up employees for union membership and in explaining the functions of the Union to employees. The Shop Steward shall be a full-time employee (as set forth in Article 11, paragraph D) and shall be the last employee to be laid off in his classification in his store. The Union agrees to furnish the Employer a list of shop stewards and any necessary revisions of this list due to changes.

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, the shop steward, or both, and the manager of the store.
- STEP 2. By conference between the shop steward or business agent of the Union and the Zone Manager.
- STEP 3. By conference between an official or officials of the Union and the Divisional Vice President, a representative of the Company delegated by the Divisional Vice President, or both.
- STEP 4. In the event the last step fails to settle the complaint, it shall be referred to the Board of Arbitration.

Nothing contained in this Article 5 shall act as a waiver of the employee's right to appeal directly to the management of the Company or to the officials of the Union.

C. The Board of Arbitration shall consist of one person appointed by the Union and one person appointed by the Employer. Said two (2) persons shall, within two (2) days after disagreement, request the Director of the Federal Mediation and Conciliation Service to furnish a panel of arbitrators from which the third arbitrator may be chosen, and the decision of the majority shall be binding on both parties. The expense of the third arbitrator shall be paid for jointly.

D. The Employer may at any time discharge any worker for proper cause. The Union, if it wishes to contest the discharge, shall file a written complaint within ten (10) days with the Employer asserting that the discharge was improper. Such complaint must be taken up promptly, and if the Employer and the Union fail to agree within forty-eight (48) hours, it shall be referred within twenty-four (24) hours to the Board of Arbitration. Should the Board determine that it was an unfair discharge, the Employer will reinstate the employee in accordance with the findings of the Board.

E. No grievance will be discussed unless the outlined procedure has been followed.

F. Lengthy discussions between employees and representatives of the Union, including the Shop Steward, or among themselves concerning disputes, shall not take place during working hours.

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

H. The Employer shall have the right to call a conference with the Shop Stewards or officials of the Union for the purpose of discussing his grievances, criticisms, or other problems.

I. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than twenty (20) calendar days after such has happened.

ARTICLE 6. NO STRIKE, NO LOCKOUT

A. During the term hereof, the Union agrees that there shall be no strike 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 lockout.

B. However, no employee shall be required to cross a picket line which has been officially sanctioned by the Union. The Union will not officially sanction a picket line until it has discussed such action with the Employer.

ARTICLE 7. 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 8. OTHER WORK

A. Employees shall perform any work which the manager of the store or Zone Manager may direct, 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 lower-rated job and desires to retain such job rather than accept a layoff.

B. Any employee assigned to relieve a Head Produce Clerk, Head Grocery Clerk, Head Checker, or Head Dairy Clerk for a period of one (1) week or more and to whom complete responsibility for the job is delegated shall receive the contract rate in effect for the classification in the store involved for such time spent on relief.

ARTICLE 9. WAGES

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

B. When an employee works less than a full week, payment for the time worked shall be computed by multiplying the hourly rate by the actual number of hours worked.

ARTICLE 10. WORKING CONDITIONS

- A. The hours for each employee shall be scheduled by the Employer.
- B. The work week shall consist of forty (40) hours, to be worked in five (5) days or less. A day shall be considered to mean a work day or shift, not necessarily a calendar day.
- C. All work in excess of forty (40) hours per week shall be paid for at time and one-half. All work by male employees in excess of eight (8) hours per day except one (1) day per week in excess of ten (10) hours per day shall be paid for at time and one-half. All work by female employees in excess of eight (8) hours per day shall be paid for at time and one-half. Time and one-half shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.
- D. There shall be no split-shift schedules for employees.
- E. The following shall be recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days legally celebrated in lieu thereof. Full-time employees who work a full week in which a holiday occurs shall receive eight (8) hours' pay in addition to the hours worked; provided that there shall be no deduction from pay of employees who work a full week in which a holiday occurs. Employees who are absent of their own accord during a holiday week shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive holiday pay provided he worked any part of the holiday week. Overtime pay at time and one-half will not be paid during a holiday week until the hours actually worked exceed the normal work week. Any extra hours worked during the holiday week, which do not exceed the normal work week, will be paid for at straight time. If a holiday occurs during the employee's vacation, he or she shall be paid one additional day's pay of eight (8) hours at straight time in addition to the vacation pay. The word "employee" as used in this paragraph shall mean people who normally work a full week as specified in Paragraph B above.
- E-1. In addition to the above-named holidays, the Monday following the employee's birthday shall be a recognized holiday subject to the same conditions set forth for other holidays, provided that the employee has one (1) year of continuous service. In case this personal holiday falls in the same week as one of the above regular holidays, it shall be recognized on Monday of the following week. Saturday of the week in which the employee's birthday falls may be substituted for the Monday following by mutual agreement between the Employer and Employee.
- E-2. Effective January 1, 1962, a part-time employee who has worked in twelve (12) weeks or more shall be entitled to holiday pay for the holidays set forth in Article 10, Paragraph E above, provided he was scheduled for work in the holiday week and worked his scheduled hours in the holiday week. Employees who are absent of their own accord during a holiday week shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive holiday pay provided he worked any part of the holiday week. Holiday pay shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week on the following basis:

AVERAGE HOURS WORKED

HOLIDAY PAY

20 hours or less
Over 20 hours to and incl. 30 hours
Over 30 hour

2 hours
4 hours
6 hours

F. Any work performed on Sunday or the above holidays shall be paid for at double the employee's straight time hourly rate. There shall be no pyramiding of premium pay and any hours paid for at premium pay shall not be counted in computing overtime.

G. Employees will be allowed one (1) hour each day for lunch. The lunch period shall not be scheduled to start earlier than three (3) hours or later than five (5) hours after the beginning of the work day, except that if the employee is scheduled for longer than eight (8) hours in a day, the lunch period shall not be scheduled to start earlier than four (4) hours or later than six (6) hours after the beginning of the workday.

H. Any uniform deemed necessary by the Employer for its 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.

I. Employees, except part-time high school clerks working after school hours on school days, who are instructed to report for work shall be guaranteed at least four (4) hours' work. Part-time high school clerks who are instructed to report for work on school days shall be guaranteed at least two (2) hours' work.

J. A work schedule for the succeeding week for all employees except part-time employees called in for Friday and Saturday work shall be posted in each store not later than closing time on Friday of the current week. A copy of the schedule shall be given to the shop steward.

K. Any transfer of an employee to another town shall be agreeable to the employee and expenses of transfer to another town shall be borne by the Employer. Whenever practical, an employee will be given three (3) days' notice in case of a permanent transfer.

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

M. No employee shall accept time off as compensation for overtime.

N. Regular full-time employees who work a full scheduled week as specified in Paragraph B above shall not be required to work more than two (2) nights per week after 6:15 p.m. This shall not apply to employees working more than fifty per cent (50%) of their hours on the night stocking operation.

O. Employees will be given one (1) rest period of fifteen (15) minutes for each one-half ($\frac{1}{2}$) day worked. Rest periods will be scheduled by the Store Manager in accordance with the needs of the business but no earlier than one (1) hour after reporting time and no later than one (1) hour before lunch time or quitting time.

P. It is agreed that when an employee is advanced from the part-time clerk (high school) classification to the full-time clerk classification that the total hours of part-time employment shall be divided by the number of hours in the basic work week and the result applied to the full-time clerks pay schedule to establish the full-time rate of pay.

Q. PREVIOUS EXPERIENCE

Previous proven comparable grocery experience under jurisdiction of the Retail Clerks International Association within the last five (5) years from date of present employment, as shown on Application for Employment, shall be the basis for determination of employee's rate of pay. C 43
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R. See Schedule "D" regarding insurance.

S. Any employee who works on the night stocking operation shall be paid ten cents (10¢) per hour in addition to his regular hourly rate of pay for hours worked between store closing time and 6:00 a.m. the following day.

T. There shall be a minimum of eight (8) hours off between scheduled work shifts.

U. A part-time employee who reports for work upon request shall receive a minimum of ten (10) hours' pay during that week at the straight time rate provided he is available for such ten (10) hours' work.

ARTICLE 11. SENIORITY

A. In layoffs and rehiring, the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee, 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 and transfers from one type of work to the other or from one store to the other, the Employer shall have the right to exercise his final judgment after giving due regard to seniority. Seniority lists shall be established and maintained and such lists shall be furnished to the Union upon request.

B. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six months, or if he is called back to work after a layoff and does not report for work within one week.

C. Employees working full-time on other jobs shall be considered to have the least seniority.

D. There shall be two (2) separate seniority lists for each classification in each area. One (1) list shall cover employees who shall be referred to as full-time employees and who normally work thirty-two (32) or more hours per week. The other list shall cover employees who shall be referred to as part-time employees and who normally work less than thirty-two (32) hours per week. "Normally worked" shall mean the average number of hours worked in a twelve (12) consecutive week period. This definition of a "full-time" employee shall apply only to this seniority clause unless other clauses specifically set forth that it is applicable to such clauses.

E. When an employee in a part-time job is moved to a full-time job on other than a temporary basis, such move shall be based on seniority on the area basis provided that the employee has the experience and ability necessary to fill the job.

F. Part-time employees shall receive available hours up to but not including thirty-two (32) hours per week in accordance with seniority, ability to perform the work assigned and job classification within the individual store provided that this does not conflict with another provision of this Agreement.

G. Full-time employees shall receive available hours up to and including forty (40) hours per week in accordance with seniority, ability to perform the work assigned and job classification within the individual store provided that this does not conflict with another provision of this Agreement.

ARTICLE 12. VACATIONS

A. All employees will be entitled to vacations according to the policy of the Employer, a summary of which is attached as Schedule "C" except that employees with ten (10) years' service shall receive three (3) weeks' vacation (effective January 1, 1963, employees with eight (8) years' service shall receive three (3) weeks' vacation), and employees with twenty (20) years' service shall receive four (4) weeks' vacation.

B. A part-time employee who is not entitled to a vacation according to the policy of the Employer shall be granted a part-time vacation under the same general rules as provided in the policy of the Employer for regular employees except that the maximum vacation shall be two (2) part-time weeks and part-time vacation will be figured on the number of hours worked in the vacation-qualifying year divided by fifty-two (52) as follows:

<u>AVERAGE HOURS WORKED</u>	<u>VACATION</u>
20 hours or less	10 hours
Over 20 hours to and including 30 hours	20 hours
Over 30 hours	30 hours

ARTICLE 13. MILITARY SERVICE

Any employee who enlists or is inducted into Military Service shall be returned to his job and retain his seniority under the provisions of any Federal Selective Service Training Act.

ARTICLE 14. ABSENCE DUE TO JURY DUTY

In case a regular full-time employee is known to have served on any duly constituted jury, he shall be paid for hours necessarily absent from work less jury fees. Such pay shall not exceed the pay for his normal work week. Hours spent on jury duty plus hours worked shall not exceed eight (8) hours per day except on the long day when the combined hours shall not exceed the total hours in the long day.

ARTICLE 15. ABSENCE DUE TO DEATH IN FAMILY

In case of a death in the immediate family of any regular full-time employee, the employee shall be paid for a reasonable period of absence depending upon the circumstances up to a maximum of three (3) days but in no case will he receive more than his normal week's pay. By immediate family is meant parents, brother, sister, wife, husband, child, mother-in-law, father-in-law, grandparents or any other relative residing with him.

ARTICLE 16. TIME OFF FOR UNION ACTIVITIES

The Employer agrees to 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 one week's notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.

ARTICLE 17. UNION COOPERATION

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

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

C. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

D. The Union recognizes need for 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 the necessity for such changes and improvements.

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

ARTICLE 18. GOVERNMENT REGULATIONS

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

ARTICLE 19. SEPARATION PAY

A regular full-time employee who is discharged for incompetence or is permanently separated due to discontinuance of the job, store closing or reduction in force shall be given one (1) week's notice or one week's pay in lieu of notice.

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ARTICLE 20. EXPIRATION

This Agreement shall continue in effect from October 29, 1961 through October 26, 1963 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 hereof to be executed by their duly authorized officers the 12th day of December, 1961.

FOR THE UNION:

/s/ William E. Harvey

/s/ Richard C. McAllister

FOR THE EMPLOYER:

/s/ H. P. Templeton

/s/ M. H. Saunders

SCHEDULE "A"

The coverage in Article 2 shall apply to the stores of the Employer located as follows:

<u>ZONE 1</u>	<u>ZONE 2</u>
All of Franklin County	Ada
Athens	Bellefontaine
Bucyrus	Circleville
Cambridge	Crestline
Chillicothe	Greenfield
Coshocton	Jackson
Delaware	Kenton
Galion	Logan
Lancaster	London
Mansfield	Marysville
Marion	McArthur
Mt. Vernon	Nelsonville
Newark	Newcomerstown
Portsmouth	New Lexington
Washington C. H.	Shelby
Zanesville	Upper Sandusky
	Urbana
	Waverly

In Zone 1 are included cities with population of 12,000 or more.

SCHEDULE "B" -- WAGES

For the period from October 29, 1961 through October 27, 1962 the following wage rates shall apply:

	C 55 / 1 <u>ZONE 1</u>		C 52 / 1 <u>ZONE 2</u>	
	<u>WEEKLY RATE</u> 40 HRS.	<u>HOURLY RATE</u> WHERE WEEKLY EMPLOYEES ARE UNDER & OVER 40 HOURS	<u>WEEKLY RATE</u> 40 HRS.	<u>HOURLY RATE</u> WHERE WEEKLY EMPLOYEES ARE UNDER & OVER 40 HOURS
<u>MALE CLERKS</u>				
D 31 / 7 D 47 / F 3 Start	\$67.00	\$ 1.675	\$65.80	\$ 1.645
After 6 months	71.00	1.775	69.80	1.745
After 1 year	74.20	1.855	73.00	1.825
After 18 months	80.00	2.00	78.80	1.97
After 2 years	85.40	2.135	84.20	2.105
After 2 1/2 years	90.12	2.253	88.92	2.223
<u>FEMALE CLERK</u>				
C 39 / 1 Start	66.20	1.655	65.00	1.625
After 6 months	70.20	1.755	69.00	1.725
After 1 year	73.40	1.835	72.20	1.805
After 18 months	79.20	1.98	78.00	1.95
After 2 years	84.60	2.115	83.40	2.085
After 2 1/2 years	89.72	2.243	88.52	2.213
HEAD CHECKER	93.40	2.335	92.20	2.305
HEAD CHECKER	95.80	2.395	94.60	2.365
HEAD CHECKER	98.20	2.455	97.00	2.425
HEAD PRODUCE CLERK	99.60	2.49	98.40	2.46
HEAD PRODUCE CLERK	103.20	2.58	102.00	2.55
HEAD PRODUCE CLERK	106.40	2.66	105.20	2.63
HEAD PRODUCE CLERK	107.80	2.695	106.60	2.665
HEAD PRODUCE CLERK	110.20	2.755	109.00	2.725
HEAD PRODUCE CLERK	112.80	2.82	111.60	2.79
HEAD PRODUCE CLERK	115.32	2.883	114.12	2.853
HEAD PRODUCE CLERK	117.80	2.945	116.60	2.915
HEAD DAIRY CLERK	93.40	2.335	92.20	2.305
HEAD GROCERY CLERK	107.80	2.695	106.60	2.665
	110.20	2.755	109.00	2.725
	112.80	2.82	111.60	2.79

PART-TIME CLERK (HIGH SCHOOL)

Part-time clerks shall be paid the following rates while attending high school (this includes time while on vacation from school).

Start	1.425	1.395
After 6 months	1.505	1.475
After 1 year	1.575	1.545
After 18 months	1.625	1.595
After 24 months	1.675	1.645

Part-time clerks other than part-time clerks (high school) shall be on the regular clerks pay scale and shall progress upward on the scale based on the number of hours worked (1040 hours equals 6 months).

SCHEDULE "B" - WAGES (Page 2)

Clerks who have qualified as regular full-time employees and who decide to take further schooling, but are available for their regular schedules, shall continue to be classified as regular clerks. It is understood that schedules will not arbitrarily be changed to contravene this provision.

On new stores or stores which may be remodeled, Head Produce Clerks will be established based on the average total store sales for the first three (3) full periods. In classifying such stores, the following basis will be used:

<u>AVERAGE WEEKLY SALES</u>	<u>ZONE 1 FLAT RATE</u>	<u>ZONE 2 FLAT RATE</u>
\$ 8,000.00 to \$12,500.00	\$ 99.60	\$ 98.40
12,501.00 to 18,500.00	103.20	102.00
18,501.00 to 24,750.00	106.40	105.20
24,751.00 to 31,000.00	107.80	106.60
31,001.00 to 37,500.00	110.20	109.00
37,501.00 to 45,000.00	112.80	111.60
45,001.00 to 52,500.00	115.32	114.12
52,501.00 or more	117.80	116.60

On new stores or stores which may be remodeled, the Head Checker and Head Dairy Clerk classifications will be established based on the average total store sales for the first three (3) full periods on the following basis:

<u>HEAD CHECKER</u>	<u>ZONE 1</u>	<u>ZONE 2</u>
\$ 8,000.00 to \$24,750.00	\$93.40	\$92.20
24,751.00 to 37,500.00	95.80	94.60
37,501.00 or more	98.20	97.00
<u>HEAD DAIRY CLERK</u>	<u>ZONE 1</u>	<u>ZONE 2</u>
\$24,750.00 or more	\$93.40	\$92.20

No employee's rate shall be reduced as a result of minimum wages established in this Agreement.

Effective October 29, 1961, all department heads shall receive a minimum increase of five dollars (\$5.00) per week. In cases where such increase results in a rate higher than the rate established for the department head classification in the store, the present department head will be pegged at such rate as long as he remains in the same store or until the rate for such classification in the store exceeds his pegged rate.

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SCHEDULE "B" - WAGES (Page 3)

Effective October 28, 1962, the following wage rates shall apply:

	ZONE 1		ZONE 2	
	WEEKLY RATE 40 HRS.	HOURLY RATE WHERE WEEKLY EMPLOYEES ARE UNDER & OVER 40 HOURS	WEEKLY RATE 40 HRS.	HOURLY RATE WHERE WEEKLY EMPLOYEES ARE UNDER & OVER 40 HOURS
<u>MALE CLERKS</u>				
Start	\$71.00	\$1.775	\$69.80	\$1.745
After 6 months	75.00	1.875	73.80	1.845
After 1 year	78.20	1.955	77.00	1.925
After 18 months	84.00	2.10	82.80	2.07
After 2 years	89.40	2.235	88.20	2.205
After 2½ years	94.12	2.353	92.92	2.323
<u>FEMALE CLERK</u>				
Start	70.20	1.755	69.00	1.725
After 6 months	74.20	1.855	73.00	1.825
After 1 year	77.40	1.935	76.20	1.905
After 18 months	83.20	2.08	82.00	2.05
After 2 years	88.60	2.215	87.40	2.185
After 2½ years	93.72	2.343	92.52	2.313
HEAD CHECKER	97.40	2.435	96.20	2.405
HEAD CHECKER	99.80	2.495	98.60	2.465
HEAD CHECKER	102.20	2.555	101.00	2.525
HEAD PRODUCE CLERK	103.60	2.59	102.40	2.56
HEAD PRODUCE CLERK	107.20	2.68	106.00	2.65
HEAD PRODUCE CLERK	110.40	2.76	109.20	2.73
HEAD PRODUCE CLERK	111.80	2.795	110.60	2.765
HEAD PRODUCE CLERK	114.20	2.855	113.00	2.825
HEAD PRODUCE CLERK	116.80	2.92	115.60	2.89
HEAD PRODUCE CLERK	119.32	2.983	118.12	2.953
HEAD PRODUCE CLERK	121.80	3.045	120.60	3.015
HEAD DAIRY CLERK	97.40	2.435	96.20	2.405
HEAD GROCERY CLERK	111.80	2.795	110.60	2.765
	114.20	2.855	113.00	2.825
	116.80	2.92	115.60	2.89

PART-TIME CLERK (HIGH SCHOOL)

Part-time clerks shall be paid the following rates while attending high school (this includes time while on vacation from school).

Start	1.525	1.495
After 6 months	1.605	1.575
After 1 year	1.675	1.645
After 18 months	1.725	1.695
After 24 months	1.775	1.745

Part-time clerks other than part-time clerks (high school) shall be on the regular clerks pay scale and shall progress upward on the scale based on the number of hours worked (1040 hours equals 6 months).

SCHEDULE "B" - WAGES (Page 4)

Clerks who have qualified as regular full-time employees and who decide to take further schooling, but are available for their regular schedules, shall continue to be classified as regular clerks. It is understood that schedules will not arbitrarily be changed to contravene this provision.

On new stores or stores which may be remodeled, Head Produce Clerks will be established based on the average total store sales for the first three (3) full periods. In classifying such stores, the following basis will be used:

<u>AVERAGE WEEKLY SALES</u>	<u>ZONE 1 FLAT RATE</u>	<u>ZONE 2 FLAT RATE</u>
\$ 8,000.00 to \$12,500.00	\$103.60	\$102.40
12,501.00 to 18,500.00	107.20	106.00
18,501.00 to 24,750.00	110.40	109.20
24,751.00 to 31,000.00	111.80	110.60
31,001.00 to 37,500.00	114.20	113.00
37,501.00 to 45,000.00	116.80	115.60
45,001.00 to 52,500.00	119.32	118.12
52,501 or more	121.80	120.60

On new stores or stores which may be remodeled, the Head Checker and Head Dairy Clerk classifications will be established based on the average total store sales for the first three (3) full periods on the following basis:

<u>HEAD CHECKER</u>	<u>ZONE 1</u>	<u>ZONE 2</u>
\$ 8,000.00 to \$24,750.00	\$97.40	\$96.20
24,751.00 to 37,500.00	99.80	98.60
37,501.00 or more	102.20	101.00
 <u>HEAD DAIRY CLERK</u>		
\$24,750.00 or more	97.40	96.20

No employee's rate shall be reduced as a result of minimum wages established in this Agreement.

Effective October 28, 1962, department head rates will be established on the average sales provided herein for new or remodeled stores, but based on the average weekly total sales for the preceding thirteen (13) full periods ending just prior to this date. There will be no minimum increase for department heads on October 28, 1962 and the department heads will be placed on the rates established for their classification in their individual stores. However, if this procedure would result in a decrease in the rate for the department head, he will be pegged for the life of this agreement at his existing rate as long as he remains in the same store.

SCHEDULE "C" - VACATION POLICY

1. ELIGIBILITY

A. A regular employee will be eligible for a one-week vacation as of the first anniversary of his beginning date of continuous full-time service provided he has completed one year of continuous full-time service as of that date.

B. After qualifying for his first one-week vacation, a regular employee who has completed one year of continuous full-time service (but less than three years) prior to January 1 is eligible for one-week vacation as of January 1.

C. A regular employee will become eligible for a second week of vacation as of the third anniversary of his beginning date of continuous full-time service provided he has completed three years of continuous full-time service as of that date.

D. After qualifying for his first two-week vacation, a regular employee who has completed three years of continuous full-time service prior to January 1 is eligible for a two-week vacation as of January 1.

2. VACATION PAY

Employees will be paid their straight-time earnings for their basic work week.

Vacation pay will be paid in advance.

3. GENERAL PROVISIONS

A. Vacations must be scheduled in the calendar year except that where necessary, vacations which fall due in the 12th or 13th periods may be carried over to the first period of the next year. No employee shall be given pay in lieu of vacation.

B. If an employee qualifies for a one-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.

C. Choice of vacation dates will be granted on the basis of seniority; except that the Company reserves the right to grant vacations to any employee when his absence will least affect the operation.

4. SEPARATIONS

If an employee who has not taken the vacation which he has earned by reason of his service leaves (regardless of whether he gives notice), goes into military service or is separated for any reason other than confessed or proven dishonesty, he shall receive his vacation pay at the time of leaving.

5. EFFECT OF ABSENCE LEAVES

A. Leaves totalling 90 days or less in any calendar year shall not affect vacation earned in that year. Leaves totalling more than 90 days but not over 180 days shall reduce vacation and vacation pay by one-fourth. Leaves totalling more than 180 days but not over 270 days shall reduce vacation and vacation pay by one-half; leaves totalling more than 270 days shall disqualify for vacation.



December 8, 1961

Mr. William E. Harvey
Retail Clerks International Association
187 South High Street
Columbus 15, Ohio

Dear Bill:

Please refer to our agreement effective October 29, 1961. The following confirms our understanding.

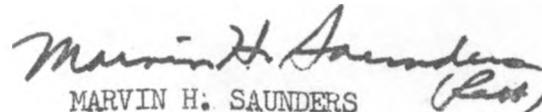
The practice of outside salesmen stocking shelves shall not be expanded during the term of this Agreement except that if a brand of merchandise now being stocked by outside salesmen is discontinued and another brand substituted or a new brand is added, salesmen may stock all brands of the same type of merchandise; for example, if a new brand of baby food is added or substituted, salesmen may stock the new brand.

The understanding in the paragraph immediately above shall not apply in new or remodeled stores during the first few weeks of operation.

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

The items on the attached list are presently being stocked completely or partially by outside salesmen.

Very truly yours,


MARVIN H. SAUNDERS (Sgt)

MHS/lb

cc: R. A. Hepp
H. P. Templeton

12/8/61

ITEMS PRESENTLY STOCKED COMPLETELY OR PARTIALLY
BY OUTSIDE SALESMEN

Bottled Beverages

Cookies, Crackers and Snax

Baby Foods

Wholesale Distributors; i.e., Specialty foods, Housewares, Toys,
Records, Softgoods, Pet Supplies, Magazines, Books,
Stationery, Dairy and Bakery

Cigarettes and Cigars