COVERS 78 EMPLOYEES (ONE STORE)

MAR 10 1966

UNITED RETAIL WORKERS
UNION CONTRACT
MICHIGAN CITY, INDIANA CLERKS of JEWEL TEA CO., INC.

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Term: 7/19/64 - 7/15/67

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UNITED RETAIL WORKERS UNION CONTRACT
MICHIGAN CITY, INDIANA CLERKS OF JEWEL TEA CO., INC.

Term: 7/19/64 - 7/15/67

THIS AGREEMENT entered into this _____ day of _____, 1965 by and between JEWEL TEA CO., INC., a corporation, hereinafter sometimes called the "Company" and sometimes called the "Employer", and the UNITED RETAIL WORKERS UNION, INDEPENDENT, a voluntary association, hereinafter referred to as the "Union".

ARTICLE I
RECOGNITION OF THE UNION

Section 1.1 Recognition

The Company recognizes the Union as the sole collective bargaining agency for all employees employed by the Company's retail stores located in Michigan City, Indiana, excluding, however, all store managers and other employees defined as supervisors by the National Labor Relations Act, meat department employees, and craftsmen such as carpenters, millworkers, steamfitters, etc. performing work in the stores but paid from other than store payrolls; said employees being the same employees as those described in the collective bargaining unit defined in the Stipulation for Certification and certified as the bargaining unit in National Labor Relations Case No. 13-RC-6632 and hereafter sometimes referred to as the employees.

ARTICLE II
GENERAL

Section 2.1 Requirements for Certain Positions

Each store in the collective bargaining unit shall have:

(a) A Cashier (Service Manager), who shall be responsible for the efficient operation of the following departments and operations:

(1) The check-out department, including the training of checkers and parcelers, and the assignment and supervision of check-out personnel;

(2) The receipt, handling and remittance of cash;

(3) Such other bookkeeping as may be required, including making the necessary reports to the office; and

(4) Such other work as may be assigned to the cashier by the Company.

(b) An Assistant Cashier (Assistant Service Manager), if the total sales of the store during the preceding fiscal half year of the Company averaged $20,000 or more per week and if the store is open three (3) nights a week or more, whose principal duty shall be assisting the Cashier with bookkeeping and reporting duties, but who shall also assist in supervising all checking department operations, particularly when the Cashier is absent or off duty.

(c) An Assistant Manager if the store is open for business three (3) nights a week or more, or if the total sales for the store average $35,000 or more per week during the preceding fiscal half year of the company, such Assistant Manager to have as his duties assisting the Store Manager in supervising the operation of the store, including being in charge of the store whenever the Manager is off, and particularly when the store is open for business at night.

(d) A Perishables Manager if the produce sales for the store for the preceding fiscal half year averaged $1,000 or more per week, who shall be responsible for the ordering, receiving, preparing, displaying and selling of all perishables, including but not limited to fresh fruits and vegetables, frozen foods, dairy products (including ice cream, milk, cream, butter, oleomargarine, cheeses, etc.), salads, eggs, bread and cakes, and such other duties as may be assigned to him by the store manager

The Company shall have thirty (30) days after the date of execution of this contract, or after the date the sales figures for the preceding fiscal half year become known, whichever date is later, in which to fill any positions required hereunder, except that when a permanent vacancy in any required classification occurs because of transfer, promotion, separation from service, etc., such vacancy shall be filled within thirty (30) days. The requirements for a new or remodeled store shall be determined on the basis of the average weekly total sales for the last three months of the first four months of operation following the date of opening or remodeling.

Section 2.2 Notices

All notices required under this Contract shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail to the office of the United Retail Workers Union at 830 South Michigan Avenue, Chicago, Illinois, or to the Employer at 1955 West North Avenue, Melrose Park, Illinois, or to an employee at his home or residence address, or to any subsequent address which the Union, the Employer, or the employee may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is postmarked by a post office of the United States Post Office Department.

Section 2.3 Partial Invalidity

Nothing contained in this Agreement is intended to violate any State or Federal Law, Rule or Regulation made pursuant thereto. If any part of this

agreement is construed by a court or board of competent jurisdiction to be in such violation, then that part shall be null and void, but the remainder of the Contract shall continue in full force. The parties will immediately begin negotiations to replace the void part with a valid provision.

Section 2.4 Marginal Headings

The captions of the several Articles and Sections of this Contract are for convenience only and in no way limit, enlarge, define, or otherwise affect the scope or intent of the contract or any provision thereof.

Section 2.5 Effective Date

Unless the context of the contract indicates otherwise, all provisions of the contract become effective on the date of execution of the contract.

Section 2.6 Amendments

This agreement is subject to amendment, alteration, or addition only by a subsequent written agreement between, and executed by, the Company and the Union. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 2.7 Clerks Work Clause

No salesman shall handle or stock any merchandise in the grocery department except rack jobbers and driver salesmen engaged in servicing the retail stores under prevailing practices. This limitation shall not apply in new stores during the first week after the store is opened, nor shall it be applicable during the first week after a major remodeling.

ARTICLE III
WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 3.1 Workday and Workweek

The standard workweek for all full-time employees shall be forty (40) hours which shall be worked in five (5) standard workdays of eight (8) hours each. The workday may be scheduled at any time between the hours of 6:30 A.M. and thirty (30) minutes after store closing.

Section 3.2 Work Schedules - No Split Shift

The Employer shall not schedule a "split" shift (that is, any workday the continuity of which is broken by a period longer than a meal period) or a "spread" workweek (that is, a standard workweek over six days) for any employee without the prior written consent of both the Union and the employee. Such agreements may be revoked at any time by any party thereto by giving seven (7) calendar days written notice to the other parties. A work schedule for each employee shall be posted not later than 4:00 P.M. Friday of the week preceding the week in which the schedule is to be effective. Posted schedules

may be changed when operating conditions or emergencies make changes necessary, provided that indiscriminate changes shall not be made and that the employees affected shall be given reasonable notice.

Section 3.3 Lunch and Rest Periods

Each employee shall be given one 10-minute rest period as near as practicable to the middle of each four (4) hour period worked each day, this provision to be administered so as to assure each employee ten (10) minutes in the lunch room provided by the Company. One hour (or one-half hour with the employees consent) off shall be allowed for lunch. No employee shall be required to work more than five continuous hours without a lunch or dinner period (which shall be one-half hour if the employee had a lunch period and otherwise an hour). Lunch, dinner and rest periods shall be taken as scheduled. Lunch hours shall be scheduled between 11:00 A.M. and 2:00 P.M.

Section 3.4 Overtime and Other Premium Pay

All employees may be required and scheduled to work overtime, except that female employees shall not be required to work more than eight (8) hours in any one day except in case of emergency. Overtime and other premium pay shall be paid as follows:

a) Time and one-half the employee's regular hourly rate of pay shall be paid for all work:

   (1) After 8 hours in any one day;
   (2) After 40 hours in a regular workweek, that is, a workweek other than a workweek containing a holiday recognized under this contract;
   (3) After 32 hours in any week containing a holiday;
   (4) On Sundays;
   (5) On holidays plus any holiday pay due under Section 5.5
   (6) Performed by full-time employees after 7:00 P.M. on Saturdays.

b) Twenty-five (25¢) cents per hour in addition to the regular straight-time hourly rate for all work performed by full-time employees other than Assistant Managers after 6:00 P.M. on the second and each succeeding night worked each week when the store is open for business, provided further that this premium shall not be payable for any hours worked for which the time and one-half overtime rate is payable.

c) All employees shall be paid ten (10¢) cents per hour in addition to the applicable hourly rate for all work performed behind closed doors on any night other than Saturday or Sunday commencing thirty minutes after store closing (except night stockers when premium shall commence at store closing) and ending at 6:30 A.M. of the following day. Also, all part-time employees shall be paid ten (10¢) cents per hour in addition to the applicable hourly rate for all work performed on Saturday night commencing thirty (30) minutes after store closing and ending at 12:00 midnight.

The Company agrees to rotate night and Sunday work among its regular full-time employees (other than those hired specifically for such night or Sunday work) in each store open at night or on Sunday.

Section 3.5 Pyramiding of Overtime Prohibited

Overtime shall not be paid twice for the same hours worked. Thus, in calculating the overtime due on a weekly basis any hours for which overtime is payable on a daily, Sunday, holiday, or other basis shall be excluded in determining the overtime due, if any, on a weekly basis.

Section 3.6 Call-in Pay

Any full-time employee who reports to work upon request shall be guaranteed a minimum of four (4) hours work or four (4) hours pay in lieu thereof at his regular hourly straight-time rate. Part-time clerks who are scheduled to report for work and do report at the time scheduled shall receive a minimum of two (2) hours work or two (2) hours pay in lieu thereof, provided they are available for two hours work.

Section 3.7 Full-time Employment Required When Practicable

It is the intent of the parties that two employees shall not be employed on a part-time basis when it is practicable to employ one employee on a full-time basis. Therefore, if two part-time employees in the same job classification are regularly working a combined total of forty hours, or more, on a split week basis, then the Company shall employ one person on a full-time basis.

Section 3.8 Out-of-Classification Work

In the event an employee is required to work temporarily in a lesser paying job, he shall not suffer a reduction in pay while on such temporary assignment.

ARTICLE IV
WAGES

Section 4.1 Wage Rates

During the term of this agreement, the Company agrees to pay not less than the minimum wage rates set out in Appendix A attached hereto.

Section 4.2 Manager Relief

Whenever a male employee is assigned to and assumes the responsibility of the Manager for a full calendar workweek, he shall be paid the minimum drawing account paid to managers.

Section 4.3 Relief of Department Heads

Whenever a full-time employee is assigned to and assumes the responsibilities of a duly appointed department head, namely, Cashier, Produce Manager or Assistant Manager, for a full calendar week, he or she shall receive the minimum contract rate for that week's work or his or her regular rate of pay, whichever is greater.

As used herein, the term "minimum contract rate of pay" for produce managers means the wage rate applicable to weekly produce sales in the sales bracket from $1,000 to $1,499 unless the weekly produce sales average is less than $1,000 in which event the wage rate applicable to weekly produce sales under $1,000 will apply.

Section 4.4 Recording Time Worked

Each employee shall personally record the daily time worked by him or her on forms to be provided by the Company and kept in the store for that purpose.

Section 4.5 Length of Service Wage Progressions

All progressions from one wage bracket to another based on length of service shall take place on the first Sunday following the completion of the required length of service.

Section 4.6 Credit for Previous Experience

The Company will recognize previous comparable experience in the retail food industry up to but not exceeding eighteen (18) months' experience in classifying new clerks in the contract wage scales, provided that such experience was rendered continuously within the five (5) years preceding the date of application and was shown on the application for employment. It is completely discretionary with the Company whether credit for more than eighteen months of service shall be given.

ARTICLE V
VACATIONS, HOLIDAYS & ABSENCE LEAVES

Section 5.1 Length of Vacation

a) Each employee covered by this contract who qualifies shall be entitled to a vacation with pay in accordance with the following schedule:

Number of Continuous Years of Service	Number of Weeks of Vacation With Pay
All Employees	
1 year	1 week
2 - 9 years, inclusive	2 weeks
10 -19 years, inclusive	3 weeks
Full-Time Employees Only	
20 or more years	4 weeks

As used above, continuous service means completed years of service since the last employment date except that for a person who was transferred from part-time employment to full-time employment, it shall mean completed years of service including credit granted for previous service as a part-time employee.

b) Notwithstanding the above entitlement provisions, any full-time employee who was hired during the preceding calendar year may take one week's vacation with pay during the current calendar year. Thereafter, full-time employees will receive vacations in accordance with the following schedule, subject only to Section 5.3 (e).

Length of Service As of 12/31 of Preceding Year	Weeks of Vacation with Pay
Full-Time Employees Only	
1 thru 8 years, inclusive	2 weeks
9 thru 18 years, inclusive	3 weeks
19 or more years	4 weeks

Section 5.2 Vacation Qualifications

a) Full-Time Employees - to qualify for his first vacation a full-time employee must complete one year of employment in which he works not less than 190 standard workdays, and he must also be in service on his first service anniversary. Once a full-time employee has qualified for his first vacation he shall qualify for each succeeding vacation as of January 1 of each succeeding calendar year, provided he worked not less than 190 workdays during the preceding calendar year, and provided further that any vacation for which a full-time employee may qualify under this provision with respect to his last year of employment shall be subject to adjustment as provided under Section 5.3 (e) Adjustment of Vacation Pay in Event of Layoff or Separation.

b) Part-Time and Service Clerk Employees - to qualify for each vacation, part-time and service clerk employees must:

(1) Be in service of the Company on January 1 of the calendar year in which the vacation is to be taken; and

(2) Have received as wages during the preceding calendar year a sum of not less than the product of 1200 multiplied by the hourly wage rate applicable to a clerk with 6 to 12 months of service in their classification during said preceding calendar year, namely:

	1965 Vacation 1964 Earnings required	1966 Vacation 1965 Earnings required	1967 Vacation 1966 Earnings required
Part-Time Clerks	$1810	$2000	$2120
Service Clerks	1620	1645	1705

Days or hours off which are paid for under the holiday and vacation provisions of this contract shall be counted as days or hours worked for the purpose of meeting the days or hours worked requirements of this section.

Section 5.3 Administration

a) Vacation Pay

A week's vacation pay for full-time employees shall be calculated by

multiplying the number of hours in the employee's standard workweek times the employee's regular straight-time hourly rate for the classification to which he is assigned at the time of taking his vacation.

A week's vacation pay for part-time and service clerk employees shall be calculated by multiplying 1/52 times the employee's total earnings for the preceding calendar year (including straight-time earnings, overtime earnings, holiday and vacation pay, but excluding any disability pay received on account of sickness or injury). For the year in which an employee is transferred from part-time to full-time, he shall be paid for his vacation as a part-time employee.

b) Vacation Schedules

All vacations shall be subject to the necessary scheduling of replacements by the Company which may limit the number of employees who may be on vacation at any one time. Preference in the choice of earned vacation dates shall be given on the basis of seniority within each store, first choice going to the employee with the greatest length of continuous full-time service, and so on.

c) Calendar Weeks

All vacations shall be for calendar weeks. Vacations of three or four weeks may be split by mutual agreement between the employee and the company but not into any period of less than one week. Vacations of less than three weeks duration may not be split except in unusual cases and then only where the individual's application is approved by the Company as consistent with efficient operation of the store.

d) Holidays Within Vacations

Whenever a holiday recognized under this contract falls within an employee's vacation period the employee shall receive an extra day's pay or subsequent day off at the Company's option.

e) Adjustment of Vacation Pay in the Event of Layoff or Separation from Service.

Any full-time employee who is laid off or who leaves service prior to his first service anniversary shall forfeit all vacation pay with respect to that year of service shall refund any vacation pay received by him with respect to such year.

Any full-time employee who is laid off or leaves service after his service anniversary shall, unless he was discharged for gross misconduct in connection with his work (namely, stealing, malicious vandalism or other serious misconduct), be entitled to vacation pay at the rate of one-twelfth (1/12th) of the vacation pay to which he would be entitled at his next anniversary date for each full month of service completed since his last anniversary date.

If a full-time employee who is laid off or who separated from service is entitled to vacation pay as set out above, he shall be paid such vacation pay within two weeks following his anniversary date in the event of a layoff, and within two weeks from the date of his separation from

service in the event of dismissal or resignation. If he has received his vacation with pay for such year of employment, he shall refund the difference, if any, between the vacation pay received and the vacation pay to which he was entitled under the above schedule within two weeks following his anniversary date in the event of a layoff, or within two weeks following the date of his separation from service in the event of a dismissal or resignation.

Section 5.4 Holidays Recognized

There shall be no work on the following holidays (or the days nationally observed in lieu thereof) except in the event of an emergency.

New Year's Day	Labor Day
Decoration Day	Thanksgiving
Fourth of July	Christmas

Veterans' Day (if generally observed by the retail food industry in the area)

No employee shall work after 6:00 P.M. on Christmas Eve and full-time employees shall not be required to work after 6:00 P.M. on New Years Eve.

Section 5.5 Holiday Qualification and Pay

a) Full-Time Employees

Each full-time employee who qualifies shall receive the sum of eight (8) straight-time hours for each of the above listed holidays or the days observed in lieu thereof.

b) Part-Time Employees and Service Clerks

All part-time and service clerk employees who qualify shall receive holiday pay equal to the product of 5% of the number of straight-time hours worked during the four week accounting period preceding the period in which the holiday falls times his straight-time hourly rate in effect in the week in which the holiday falls. Vacation pay during this period shall be counted as hours worked for this purpose.

c) Holiday Qualification - All Employees

To qualify for holiday pay all employees must work both the regularly scheduled workdays before and after the holiday, except that this requirement shall be deemed to be met if the employee's failure to work said workdays is due to his personal illness, injury or other excused cause provided that he works at least one day in the workweek in which the holiday falls. In addition to meeting the preceding requirements a part-time or service clerk employee must also have worked sufficient time during the preceding calendar year to qualify for a vacation.

Section 5.6 Leave of Absence - Armed Forces Reserve

The Company agrees to grant to each member of the Armed Forces Reserve who shall request it a leave of absence without pay for a maximum of two weeks

each year to enable him to fulfill the training requirements imposed by the Reserve Forces Act. A leave of absence granted under this provision will not affect the employee's eligibility for a vacation or vacation allowance under the vacation provisions of this contract, except that the vacation period will be subject to the necessary scheduling of replacements by the Company.

Section 5.7 Pregnancy Leave of Absence

Subject to the conditions contained herein a female employee who requests a pregnancy leave of absence shall be granted a leave of absence provided she has at least one year of satisfactory continuous full-time service and her request for the leave of absence is supported by a physician's statement certifying that she is pregnant and the anticipated birth date. Such leave shall begin on such date as may be designated by the doctor for ceasing work or the end of the sixth month of pregnancy, whichever is first. Failure to request such leave of absence by the end of six months of pregnancy shall forfeit the right to such leave, and when the employee leaves she shall be considered to have resigned.

If a female employee who has qualified for a pregnancy leave of absence as provided above is replaced by a full-time female employee, she shall be considered as on layoff entitled to the first full-time female job which becomes available in the store in which she was working at the time her leave began, her right to be recalled to commence three (3) months following the birth of her child and to terminate nine (9) months following the date of birth, or upon the employee's rejection of the first available full-time job for which she is qualified, whichever date occurs first.

If a female employee who has qualified for a pregnancy leave of absence as provided above is not replaced by a full-time female employee, she shall be entitled to return to her former job at any time within three months following the birth of her child.

Section 5.8 Jury Pay

When any full-time employee who is covered by this agreement is summoned for jury service, he shall be excused from work for the days in 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 his regular pay for that day and the payment he receives for jury service, if any; provided, however, that no payment shall be made under the provisions of this Section to any employee summoned for jury service unless he shall have advised the Company of the receipt by him of such jury summons not later than the next regularly scheduled workday after receipt of said summons. Before any payment shall be made to any employee hereunder, he shall present to the Company 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 provisions of this Section shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as a juror. When an employee is released for a day or part of day during any period of jury service, he shall report to his store for work.

Section 5.9 Funeral Leave

The Employer agrees to pay all employees who qualify for Package Plan benefits for necessary absence from scheduled work on account of death in the immediate family up to and including a maximum of three (3) scheduled workdays, provided the employee attends the funeral, The term "immediate family" shall mean spouse, parent, child, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, or any relative residing with the employee or with whom the employee is residing.

Section 5.10 Effect of Leaves of Absence and Layoffs on Holiday Pay, Vacations and Wage Progressions

An employee on leave of absence or layoff shall not be entitled to holiday or vacation pay or to any other employee benefit not accrued at the time of beginning of the leave of absence or layoff. Leaves of absence or layoff which total less than thirty (30) calendar days (22 workdays) in a year of service shall be considered as time served for the purpose of progression in the wage schedules, while leaves of absence or layoffs which equal or exceed thirty (30) calendar days in a year of service shall operate to defer the effective dates of each ensuing wage progression by the length of such absences.

ARTICLE VI
OTHER BENEFITS

Section 6.1 General Benefits

For the term of this contract the employer agrees to continue in force substantially the Jewel Retirement Estates profit sharing pension program and the Jewel Package Plan of health and welfare benefits in effect on the execution date of this contract, subject to the terms and conditions stated therein, except as modified by this agreement.

Section 6.2 Package Plan

The Package Plan of health and welfare benefits consists of those benefits provided in the plan on the date of execution of this agreement with the following amendments to the plan:

> "Full-time employees covered by this collective bargaining Contract will be eligible for disability benefits starting with the first day of absence as provided below, except that benefits are not payable for absences due to disabilities resulting from war, declared or undeclared, or any act of war.
>
> Part-time employees covered by this collective bargaining Contract will be eligible for disability benefits starting with the first scheduled workday of absence due to a disabling injury and starting with the fourth scheduled workday of absence due to disabling sickness as provided below, except that benefits are not payable for absences due to disabilities resulting from war, declared or undeclared, or any act of war."

The cost to be paid by each part-time employee shall be 60¢ per week for individual coverage plus the established charges for family coverage and optional group life insurance if selected, which shall be the same for part-time employees as for full-time employee members.

Section 6.3 Package Plan Qualifications

a) Full-Time Employees - to qualify for benefits under the Plan, a regular full-time employee must enroll in the Plan and pay his share of the cost.

b) Part-Time Employees - a part-time employee shall qualify if he is 19 years of age or over, qualifies for a vacation during the current calendar year, is actually working, enrolls in the Plan during the 31-day period commencing with the date that enrollment materials are distributed to eligible part-time employees, and pays his share of the cost. Distribution of enrollment materials shall be made as soon as a list of eligible part-timers can be conveniently prepared following the close of each calendar year.

In the event a part-timer under 19 years of age is otherwise eligible, he may join the Plan within the 31 days commencing with his 19th birthday.

Section 6.4 Effect of Reduction in Earnings for Part-Time Employees

Package Plan coverage of any enrolled part-time employee shall be automatically terminated following any calendar year in which he fails to meet at least one-half of the earnings requirement for a vacation.

Package Plan coverage shall be adjusted as set forth below for any enrolled part-time employee following any calendar year in which he fails to qualify for a vacation but earns at least one-half of the earnings requirement for a vacation.

a) Disability pay coverage shall be automatically terminated;

b) Group life insurance coverage shall be limited to $1,000 of basic group life insurance.

ARTICLE VII
SENIORITY

Section 7.1 Seniority and Other Definitions

a) Seniority: Seniority means the rights secured by an employee by length of continuous employment service as provided herein. Seniority starts from the last date when the employee is hired by the company, except that new full-time employees shall not acquire any seniority rights until they have completed a probationary period of thirty (30) days, and new part-time employees shall not acquire any seniority rights until they have completed a probationary period of ninety (90) days, after which their seniority shall date back to the date of last hiring.

An employee's seniority shall be broken if he: (1) quits; (2) retires; (3) is discharged; (4) fails to report after a layoff within seven (7) calendar days after the Employer sends to the last known address known to the Employer a written notification to return to work; (5) refuses as an alternative to being laid off to accept an appropriate job opportunity in another store in the collective bargaining area within a reasonable distance of the employee's home; (6) refuses, after having been laid off, to accept work in a store in his job classification within a reasonable distance of his home; or (7) has been out of employment by the Employer for a period of six (6) months.

When two or more employees are hired on the same day, the Employer shall determine their relative seniority.

b) Appropriate Job Opportunity: An "appropriate job opportunity" is hereby defined as: (1) a job opening in the employees classification for which the employee is qualified in; (2) a store in the same seniority recall area and collective bargaining unit as the store in which the employee is presently employed; and (3) within a reasonable distance of the employee's home, that is, a distance which does not require more than one hour travel time from home to place of work, using that means of transportation normally used by the employee in getting to and from work.

c) The term "Seniority Area" means the following areas within the area organized for collective bargaining purposes:

(1) For the purpose of layoffs - the store;
(2) For the purpose of recalls after layoffs - the bargaining unit in which the store is located as of the date of execution of this contract.

Section 7.2 Layoffs and Recalls after Layoffs

Where the employees' qualifications, such as skill, efficiency, physical and mental fitness, and in the cases of such semi-supervisory positions as department heads, the ability to organize, direct and supervise the work of others, are equal, seniority shall control the order of layoffs and recalls after layoffs of employees within the following job classifications:

a) Checker and Sales Clerks and Assistant Cashiers (Assistant Service Mgrs.)
b) Cashiers (Service Managers)
c) General Clerks
d) Produce Managers
e) Assistant Managers
f) Cosmeticians
g) Pastry Hostesses
h) Part-time Employees
i) Service Clerk Employees

on a store-wide basis for the purpose of layoffs and on a seniority recall area basis for the purpose of recalls after layoffs.

The Company shall determine the relative qualifications of employees, but when the qualifications of employees for the particular job or jobs are equal, this seniority principle requires that:

1) The employee with the lowest seniority in the job classification in the store shall be the first laid off.

2) Before laying off such employee the Company shall ascertain whether there is an appropriate job opportunity available and, if so, shall offer to transfer such employee to such job.

3) No new full-time employee shall be hired in a job classification until all laid-off employees in that classification and seniority recall area who are qualified to fill the open job have been given an opportunity to return to work.

4) Qualified laid-off employees shall be recalled in the order of their seniority within the seniority recall area in which their store is located.

5) No full-time or part-time employees shall be laid off until all service clerks are laid off.

Section 7.3 Selection of Employees for Full-Time Employment

The Company will welcome applications for full-time employment from part-time employees with six (6) months or more continuous service. When a full-time clerk is needed, the Company will endeavor to fill said position by selecting from all applicants, the applicant whose qualifications, ability and availability for work are the greatest; provided, however, that where qualifications are equal, preference shall be given to part-time applicants within the collective bargaining unit on the basis of their length of service. The determination of the relative qualifications of all applicants is expressly reserved to the Company.

Section 7.4 Promotion to Supervision

If an employee is promoted from a job within the bargaining unit to a supervisory position with the Employer he shall continue to accumulate seniority while working the supervisory position for a period of one year, and if demoted to the collective bargaining unit within said one year period, he shall commence work with the seniority rank he had at the time of his promotion plus the seniority accumulated while he was working the supervisory position.

Section 7.5 Seniority of Employees on Leaves of Absence

The seniority rights of an employee who, either by voluntary action or draft, entered the Armed Forces of the United States shall continue as though he had not been absent, and he shall have the right to be reinstated to his employment as provided by law and regulation thereunder.

The seniority of an employee on an extended leave of absence, which is hereby defined as any leave of absence other than military leave of absence in excess of ninety days, shall be protected to the expiration of said leave of absence but not in excess of one year, but shall not accumulate during any period of absence in excess of one year.

ARTICLE VIII
UNION-MANAGEMENT RELATIONS

Section 8.1 Union Shop

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the

thirty-first (31st) day following the execution date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. The Company may secure new employees from any source whatsoever.

The Company agrees to notify the Union Secretary in writing within thirty (30) days from the date of first employment of each full-time employee subject to this Agreement, of the name and residence address of such employee, the store in which employed and the date of first employment.

The Union agrees to admit to and retain in membership all employees who have served a trial period of thirty (30) days and proven satisfactory to the Company as prospective permanent employees without discrimination so long as such employees tender the initiation fees and periodic dues uniformly required for membership and maintain their membership in good standing with the Union. In the event that an employee fails to tender the initiation fee or periodic dues uniformly required as a condition of acquiring or retaining membership or if such employee fails to maintain membership in good standing, the Union will notify the Company in writing and the Union member will be given not less than two (2) weeks' time in which to reestablish his membership in good standing before the Company shall be called upon to release him.

Section 8.2 Union Dues Checkoff

The Company agrees to deduct the uniform dues and initiation fees from the paychecks of those covered employees whose individual written unrevoked authorizations are on file with the Company and to transmit the amounts so deducted to the Union. Said deduction authorizations shall be in such form as to conform with Section 302(c) of the Labor Management Relations Act of 1947.

Section 8.3 Indemnification

The Union agrees to defend, protect, indemnify and save the Company harmless against any claim, demand, suit or liability that shall arise out or by reason of any action taken by the Company in reliance upon a request made by the Union to discharge an employee for failure to maintain his membership in good standing pursuant to Section 8.1, or upon employee payroll deduction authorization cards submitted by the Union to the Company under Section 8.3.

Section 8.4 Union Stewards & Business Representatives

The Union shall have the right to designate a steward for each store. The Union shall keep the Company informed as to the names of the stewards currently authorized to represent the Union and shall provide the Company with a list of stewards at least once every ninety (90) days.

The Union business representatives shall be admitted to the Employer's store premises during the hours employees are working for the purpose of ascertaining whether or not this Agreement is being observed. Such activity shall be

conducted in such a manner as not to interfer with the orderly operation of the Employer's business, it being further agreed that 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.

Section 8.5 Union Officers

Union officers, upon request made through Union headquarters to Management headquarters, shall receive time off without pay for the conduct of Union business, not to exceed two (2) days per month; provided, however, that the request be made not less than thirty-six (36) hours in advance and subject to the understanding that where the requesting officer cannot be relieved without undue hardship to Management, the Union will assign an alternate officer in his stead to handle the Union matters involved.

Section 8.6 Display of Contract and Union Shop Cards

The Employer agrees to keep a copy of this Agreement, which shall be furnished by the Union, posted in each store at a place where every employee may have equal and easy access to same. The Employer also agrees to display one Union shop card of a reasonable size in all stores.

Section 8.7 Employee Lists

For the purposes of determining seniority and dues check-off compliance, the Company shall annually upon request furnish the Union with a list of all employees together with the necessary information.

Section 8.8 Management Rights

The management of the business, including the right to plan, determine, direct and control store operations and hours, the right to study and introduce new methods, facilities and products, the right to direct and control the work force, including the determination of its size and composition, the scheduling and assignment of work, and also including the right to hire, assign, demote, promote, and transfer, to layoff or reduce the hours of work because of lack of work, to discipline, suspend or discharge for proper cause, and to establish and maintain reasonable rules and regulations covering the operation of the store, a violation of which shall be among the causes for discharge, is vested in the Company; provided, however, that these rights shall be exercised with due regard for the rights of the employees and provided further that they will not be used for the purpose of discrimination against any employees. The listing of specific rights in this agreement is not intended to be, nor shall it be considered restrictive of or a waiver of any rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

During an employee's probationary period, that is, during his first thirty (30) days of employment, an employee may be discharged for any reason at the sole discretion of the Employer. After an employee has completed the probationary

period, such employee shall not be suspended, discharged or otherwise disciplined, without just cause, just cause to include but not be limited to the following: Continuing poor performance on the job, whether due to inefficiency, loafing, carelessness or incompetency; dishonesty or other misconduct in connection with work; incivility; insubordination; serious or persistent infraction of reasonable rules promulgated by management relating to the operation of the store or the health or safety of employees, engaging in a strike, work stoppage, slowdown or picketing in violation of this agreement; provided, however, that in the event of a dispute as to whether a suspension, discharge, or other disciplinary penalty was for just cause the matter shall be adjusted in accordance with the grievance and arbitration provisions of this contract.

ARTICLE IX
NO STRIKES; NO LOCKOUTS; GRIEVANCE AND ARBITRATION

Section 9.1 No Strikes; No Lockouts

During the term of this Agreement there shall be no strikes; stoppage, diminution or suspension of work of any kind whatsoever on the part of the Union or its membership; not shall there be any lockout on the part of the Company.

Section 9.2 Grievances

a) Grievance Defined: A grievance is hereby defined as any dispute involving the interpretation or application of the provisions of the contract.

b) Procedure: A grievance may be initiated by any individual employee, by the Union or by the Employer. Once initiated, the following steps shall be taken to settle such grievance:

Step 1: By conference between the aggrieved employee, the shop steward, or both, and the Store Manager.

Step 2: By conference between a Union representative and/or the Store Manager and/or the Divisional Manager or other representative designated by the Divisional Manager.

Step 3: By conference between a Union representative and the Grocery Operating Manager or such other official as the Company may designate to represent it in such conference.

Any grievance initiated or carried to Step 3 shall be reduced to writing. Grievances involving only one store shall be introduced only at Steps 1 or 2, while grievances involving more than one store may be introduced at any step. All grievances shall be investigated and answered promptly.

c) Time Limits on Grievances

Any grievance involving a claim of improper discharge or other discipline must be presented within thirty (30) calendar days after discharge and within forty-five (45) days after any other disciplinary

action. All other grievances other than wage claims must be made within thirty (30) calendar days after the cause giving rise to the grievance becomes evident. Wage claims involving the proper application of wage rates shall not be valid and collectible for a period earlier than 180 calendar days prior to the date of filing the claims. All other wage claims as to the number of hours worked shall not be valid and collectible for a period earlier than ninety (90) days prior to the date of filing the claim.

Section 9.3 Arbitration

a) Either the Union or the Company may, within thirty (30) calendar days after failure to adjust the grievance in accordance with the grievance procedure, serve upon the other party a written demand for arbitration stating the issue to be arbitrated. The parties shall endeavor to select an impartial arbitrator. However, if the parties fail to agree upon an arbitrator who is willing and able to serve within fifteen (15) calendar days after service of the demand for arbitration, either party may, within seven (7) calendar days thereafter, request the American Arbitration Association to submit a list of not less than five disinterested persons who are qualified and willing to act as impartial arbitrators. Upon receipt of this list, authorized representatives of the Union and of the Employer shall flip a coin to determine who shall have first choice to strike a name. The party winning the toss shall then strike a name from the panel. Thereafter, the parties shall alternately strike one name each until only one name remains. The person whose name remains shall be the selected arbitrator.

b) The arbitrator shall commence hearings as quickly as possible after his selection and shall render his award in writing together with his written findings and conclusions as quickly as reasonably possible after the hearing. The award shall be final and binding upon the parties to this agreement and upon the complaining employee or employees, if any.

The arbitrator shall have no power to determine arbitrability nor to add to, subtract from, modify, or amend any provision of this agreement, nor to substitute his discretion for the discretion of the Union or the Employer, change existing wage rates, or arbitrate proposals for the amendment or renewal of this agreement.

The arbitrator's fees and expenses, the cost of any hearing room and the cost of a shorthand reporter and the original transcript shall be borne equally by the parties. All other cost and expense shall be borne by the party incurring them.

c) For the purpose of entertaining a written request from either of the parties for rehearing to correct any material error of omission or commission, ambiguity, or question of application allegedly evident in the opinion or award the arbitrator shall, for a period of seven (7) calendar days next following the date of his award, retain jurisdiction of the matter submitted to arbitration by the parties hereto,

.and until the expiration of the period of time stated in this provision for rehearing the award shall not be deemed to have been issued. If, however, no request for rehearing is duly filed within this seven day period, this award shall be deemed to be issued effective as of its date. A written request for rehearing shall detail the specific grounds relied upon for alleging a material error, or ambiguity, and a copy thereof shall be mailed by certified mail to the otherparty or parties. If the written request is postmarked no later than the 7th day next following the date of this award, it shall extend the jurisdiction of the arbitrator for a period of seven days next following the date of the wiitten request.

Within those seven days the arbitrator, having reexamined the matter, shall in writing either reject the request for a rehearing or set a date for the requested rehearing. If the request for rehearing be denied, this award shall thereupon be deemed to be issued effective that date and the jurisdiction of the Arbitrator shall accordingly cease. If the request for rehearing be granted, the jurisdiction of the arbitrator shall continue until issuance of a final amended award incorporating or rejecting the substance of the allegations contained in the request.

d) The participation by the parties in an arbitration proceeding under this Agreement shall not be deemed a waiver of or prejudicial to the right of either party to contest the arbitrability of the grievance or the jurisdiction and authority of the arbitrator in proceedings to set aside the award or in other appropriate proceedings in any State or Federal court of competent jurisdiction; provided that such judicial proceedings are instituted within thirty (30) days of the date of the arbitrator's award.

ARTICLE X
TERM

Section 10.1 Initial Term

This Agreement shall become effective at 12:01 A.M. July 19, 1964 and shall expire at 12:00 midnight, July 15, 1967.

Section 10.2 Renewal Term

If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this Contract shall automatically renew itself for a period of one year and from year to year thereafter, it being further agreed that the Contract expiration date shall be the last day of the Company's fiscal year.

UNITED RETAIL WORKERS UNION, INDEPENDENT

By _____
Executive Director

By _____
Secretary-Treasurer

By _____
President, South Side Local

JEWEL TEA CO., INC.

By _____
Vice President

By _____

APPENDIX A
WAGE RATES FOR FULL-TIME PERSONNEL

Section A.1 Wage Rates for Checker Clerks and Sales Clerks

LENGTH OF SERVICE	Effective: 7/19/64 - 7/17/65 Weekly	Hourly	Effective: 7/18/65 - 7/16/66 Weekly	Hourly	Effective: 7/17/66 - 7/15/67 Weekly	Hourly
0 - 6 Months	$ 69.80	$1.74½	$ 73.80	$1.84½	$ 77.80	$1.94½
6 - 12 Months	73.80	1.84½	77.80	1.94½	81.80	2.04½
12 - 18 Months	78.80	1.97	82.80	2.07	86.80	2.17
18 - 30 Months	84.80	2.12	88.80	2.22	92.80	2.32
Over 30 Months	91.80	2.29½	95.80	2.39½	99.80	2.49½

Section A.2 Wage Rates for Assistant Cashiers

0 - 6 Months	74.00	1.85	78.00	1.95	82.00	2.05
6 - 12 Months	78.00	1.95	82.00	2.05	86.00	2.15
12 - 18 Months	83.00	2.07½	87.00	2.17½	91.00	2.27½
18 - 30 Months	89.00	2.22½	93.00	2.32½	97.00	2.42½
Over 30 Months	96.00	2.40	100.00	2.50	104.00	2.60

Section A.3 Wage Rates for General Clerks

0 - 6 Months	72.30	1.80-3/4	76.30	1.90-3/4	80.30	2.00-3/4
6 - 12 Months	76.30	1.90-3/4	80.30	2.00-3/4	84.30	2.10-3/4
12 - 18 Months	82.30	2.05-3/4	86.30	2.15-3/4	90.30	2.25-3/4
18 - 30 Months	88.30	2.20-3/4	92.30	2.30-3/4	96.30	2.40-3/4
Over 30 Months	95.80	2.39½	99.80	2.49½	103.80	2.59½

Section A.4 Wage Rates for Pastry Hostess

0 - 6 Months	71.80	1.79½	75.80	1.89½	79.80	1.99½
6 - 12 Months	75.80	1.89½	79.80	1.99½	83.80	2.09½
12 - 18 Months	80.80	2.02	84.80	2.12	88.80	2.22
18 - 30 Months	86.80	2.17	90.80	2.27	94.80	2.37
Over 30 Months	93.80	2.34½	97.80	2.44½	101.80	2.54½

Section A.5 Wage Rates for Service Clerks

0 - 6 Months	1.30	1.35	1.40
After 6 Months	1.35	1.40	1.45

Service clerks may only perform service duties. Specifically: parceling, filling bag racks, carrying out merchandise for customers, mowing the lawn, sweeping and cleaning the parking lot and other adjacent store area, shoveling snow, washing windows and cleaning check out counters, collecting and sorting bottles, sweeping and emergency clean up, cleaning and sweeping the employees rest area and washrooms and collecting and tieing cardboard. Service clerks shall not perform any other duties than those specified above.

Section A.6 Wage Rates for Part-Time Clerks

	Effective: 7/19/64 - 7/17/65		Effective: 7/18/65 - 7/16/66		Effective: 7/17/66 - 7/15/67	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
0 - 6 Months		$1.52½		$1.62½		$1.72½
6 - 12 Months		1.62½		1.72½		1.82½
12 - 18 Months		1.72½		1.82½		1.92½

After completing 18 months of service the hourly rate of each part-time employee shall be increased to the next higher full-time rate applicable to his or her classification. Thereafter, such part-time employee shall progress up the full-time scale one bracket for each twelve (12) months worked.

Each part-time employee for whom the Company had been accumulating hours pursuant to the prior contract shall continue to have his hours accumulated until the next required unit of hours (520, 1040 or 2080) is reached at which time his hourly rate shall be increased to the next higher full-time hourly rate applicable to his or her classification. Thereafter, he shall progress up the full-time hourly wage scale one bracket for each twelve months worked.

Section A.7 Wage Rates for Cashier (Service Manager)

WEEKLY SALES AVG. PRECEDING A/C PERIOD							
From	To						
0	$19,999	97.00	2.42½	101.00	2.52½	105.00	2.62½
20,000	24,999	98.00	2.45	102.00	2.55	106.00	2.65
25,000	29,999	99.00	2.47½	103.00	2.57½	107.00	2.67½
30,000	34,999	100.00	2.50	104.00	2.60	108.00	2.70
35,000	39,999	101.00	2.52½	105.00	2.62½	109.00	2.72½
40,000	44,999	102.00	2.55	106.00	2.65	110.00	2.75
45,000	49,999	103.00	2.57½	107.00	2.67½	111.00	2.77½
50,000	59,999	104.00	2.60	108.00	2.70	112.00	2.80
60,000	74,999	105.00	2.62½	109.00	2.72½	113.00	2.82½
75,000	and over	107.50	2.68-3/4	111.50	2.78-3/4	115.50	2.88-3/4

Section A.8 Wage Rates for Assistant Managers

0 - 6 Months	112.00	2.80	116.00	2.90	120.00	3.00
6 - 12 Months	116.00	2.90	120.00	3.00	124.00	3.10
After12 Months	120.00	3.00	124.00	3.10	128.00	3.20

Section A.9 Wage Rates for Perishables Managers

WEEKLY PRODUCE AVG. PRECEDING A/C PERIOD							
From	To and Including						
$ 0	$ 999	97.00	2.42½	101.00	2.52½	105.00	2.62½
1000	1499	102.00	2.55	106.00	2.65	110.00	2.75
1500	1749	103.00	2.57½	107.00	2.67½	111.00	2.77½
1750	1999	104.00	2.60	108.00	2.70	112.00	2.80

Section A.9 Wages for Perishables Managers (Cont'd.)

From	To and Including	Effective: 7/19/64 - 7/17/65 Weekly	Hourly	Effective: 7/18/65 - 7/16/66 Weekly	Hourly	Effective: 7/17/66 - 7/15/67 Weekly	Hourly
2000	2249	$105.00	$2.62½	$109.00	$2.72½	$113.00	$2.82½
2250	2499	106.00	2.65	110.00	2.75	114.00	2.85
2500	2749	107.00	2.67½	111.00	2.77½	115.00	2.87½
2750	2999	108.00	2.70	112.00	2.80	116.00	2.90
3000	3249	109.00	2.72½	113.00	2.82½	117.00	2.92½
3250	3499	110.00	2.75	114.00	2.85	118.00	2.95
3500	3749	111.00	2.77½	115.00	2.87½	119.00	2.97½
3750	3999	112.00	2.80	116.00	2.90	120.00	3.00
4000	4249	113.00	2.82½	117.00	2.92½	121.00	3.02½
4250	4499	114.00	2.85	118.00	2.95	122.00	3.05
4500	4749	115.00	2.87½	119.00	2.97½	123.00	3.07½
4750	4999	116.00	2.90	120.00	3.00	124.00	3.10
5000	5249	117.00	2.92½	121.00	3.02½	125.00	3.12½
5250	5499	118.00	2.95	122.00	3.05	126.00	3.15
5500	5749	119.00	2.97½	123.00	3.07½	127.00	3.17½
5750	5999	120.00	3.00	124.00	3.10	128.00	3.20
6000	6249	121.00	3.02½	125.00	3.12½	129.00	3.22½
6250	6499	122.00	3.05	126.00	3.15	130.00	3.25
6500	6749	123.00	3.07½	127.00	3.17½	131.00	3.27½
6750	6999	124.00	3.10	128.00	3.20	132.00	3.30
7000	7249	125.00	3.12½	129.00	3.22½	133.00	3.32½
7250	7499	126.00	3.15	130.00	3.25	134.00	3.35
7500	7749	127.00	3.17½	131.00	3.27½	135.00	3.37½
7750	7999	128.00	3.20	132.00	3.30	136.00	3.40
8000	and over	131.00	3.27½	135.00	3.37½	139.00	3.47½

Section A.10 Wages for Cosmetician

New classification: The parties have agreed to add a new classification of cosmetician to the contract and further agree to continue bargaining and to add as a suppliment to this agreement the rate negotiated for the classification cosmetician.

APPENDIX B

SUMMARY OF PACKAGE PLAN OF
HEALTH AND WELFARE BENEFITS

DISABILITY PAY

The Plan pays a weekly benefit equal to 60% to 80% of regular salary loss (up to a maximum of $150.00 per week), prorated on a daily basis for periods of absence less than full workweeks. Benefits for full-time employees shall commence with the first day of absence due to sickness or injury. Benefits for part-time employees shall commence with the first day of absence due to injury and the fourth day of absence due to sickness. Benefits shall continue during such time as it is necessary for an employee to be absent from work due to illness or non-occupational accidental injury in accordance with the following schedule:

The disability pay coverage shall not apply to any enrolled part-time employee following any calendar year in which he fails to qualify for a vacation.

SCHEDULE OF DISABILITY BENEFITS

Length of Jewel Service	Calendar Days 1 - 7	Cal. Days 8 - 30	Cal. Days 31 -63	Cal. Days 64 -91	(4-6 Mos.) Cal. Days 92 - 182	(7-9 Mos.) Cal. Days 183 - 273
Less than one year	60%	60%	60%	60%	60%	0%
1 - 3 years	60	60	60	60	60	60
3 - 10 years	80	75	80	60	60	60
Over 10 years	80	75	80	80	60	60

Figures represent percentage of ordinary weekly salary.

HOSPITAL PLAN

Room and Board - The full cost of hospital room and board in a semi-private room is covered for 120 days due to any one illness or injury. In the event a private room is occupied, an allowance equal to the hospital's normal charge for room and board in a two-bed room will be made.

Laboratory, Operating Room, Drugs, X-Ray, Therapy and Nursing Care - The Plan covers the full cost of laboratory tests, the use of operating rooms, drugs and dressings, X-ray pictures, X-ray, physical and oxygen therapy treatments and regular nursing care required and received as a part of the care and treatment of a bed patient in the hospital.

In the case of non-bed care, the Plan covers the hospital expense for emergency service within 24 hours after an accident and the hospital expenses for minor surgery performed in the out-patient department of the hospital.

SURGICAL AND MEDICAL EXPENSE PLAN

The Plan provides an allowance for surgical service performed by a doctor licensed to practice medicine in all its branches. The amount of the surgical allowance is fixed by a schedule set out in the Plan and varies according to the

type of operation performed up to a maximum of $300.00. If the member is hospitalized for reasons other than surgery or obstetrical delivery, the Plan covers one visit a day by the doctor up to 120 days at the rate of $3.00 per visit.

MAJOR MEDICAL EXPENSE PLAN

When hospital, surgical and/or medical care expenses exceed the benefits provided by the hospitalization, surgical and medical expense plans, the major medical expense plan provides additional benefits as follows:

1. The hospital benefits of the hospitalization plan are extended an additional 730 days.

2. The benefits provided by the surgical and medical expense plan for doctor visits in the hospital are also extended for an additional 730 days.

3. If the physician's charges for services rendered to a hospitalized member exceed the benefits paid by the surgical and medical expense plan, major medical covers 80% of these excess expenses after a deductible of $100.00.

4. Major medical covers 80% of the expense for diagnostic and non-hospitalized medical care in excess of a deductible in the amount of $50 each 90-day period.

5. Major medical shares the expense of private duty nursing care in the hospital above a deductible of $250.00.

LIFE INSURANCE

The amount of group life insurance provided by the Package Plan is as follows:

Years of Continuous Service	Amount of Insurance*
Less than 3 years	$1,000
3 or more years	$3,000

Employees eligible for $3,000 of life insurance coverage may also purchase an additional $2,000 of group life insurance.

* The amount of group life insurance shall be limited to $1,000 of basic group life insurance for any enrolled part-time employee following any calendar year in which he fails to qualify for a vacation but earns at least one half of the earnings requirement for a vacation.