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COLLECTIVE BARGAINING AGREEMENT

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for Members of the

**CHICAGO TRUCK DRIVERS, HELPERS AND
WAREHOUSE WORKERS UNION
(Independent)**

employed in the warehouses

of

**JEWEL FOOD STORES DIVISION
OF JEWEL COMPANIES, INC.
FOR THE PERIOD FROM APRIL 1, 1973
THROUGH MARCH 31, 1976**

INDEX

CHICAGO TRUCK DRIVERS, HELPERS AND WAREHOUSE WORKERS UNION (Independent)

AND

JEWEL FOOD STORES DIVISION OF JEWEL COMPANIES, INC.

Contract: Warehouse

Term: 4/1/73-3/31/76

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**CHICAGO TRUCK DRIVERS, HELPERS AND WAREHOUSE
WORKERS UNION
(Independent)
AND
JEWEL FOOD STORES DIVISION
OF JEWEL COMPANIES, INC.**

Contract: Warehouse

Term: 4/1/73-3/31/76

DATE OF EXECUTION

This Agreement made and entered into by and between the Jewel Food Stores Division of Jewel Companies, Inc., hereinafter referred to as the "Employer" and Chicago Truck Drivers, Helpers and Warehouse Workers Union (Independent), hereinafter referred to as the "Union", this 17th day of October, 1973.

ARTICLE I

RECOGNITION

Section 1.1 Recognition—The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees of the Employer engaged in warehousing operations by the Employer in its warehouses located at:

1955 West North Avenue, Melrose Park, Illinois, including the main truck dock distribution area of the bakery as presently assigned

excepting, however, all employees holding executive, supervisory or professional positions, office employees and employees on the general office payroll, employees in the bakery at Melrose Park, engineers and engineer helpers, drivers, mechanics, watch service personnel furnished by others, cafeteria employees, wood finishers, nailers, millmen and other skilled craftsmen, and employees covered by other bargaining agreements.

Section 1.2 Movement of Warehouses—The Employer agrees that it will not change the location of the above warehouses in an effort to obtain different

wages and working conditions than those prevailing in this Agreement; provided however, that this shall in no way restrain the Employer from transferring and changing its warehouses provided that it continues the wages and working conditions in the relocated warehouse or warehouses. It is further expressly understood that this Section applies only to warehousing operations pertinent to the Jewel Food Stores Division of the Employer.

Section 1.3 Employees' Job Security—For the purpose of continuing to preserve work and earning opportunities of employees in the certified bargaining units represented by the Union, Jewel agrees that no work or services presently being performed by the employees in the certified collective bargaining units represented by the Union will be discontinued, sub-contracted, transferred, leased, assigned, conveyed or farmed out in whole or in part to other carriers or persons during the life of the triennial Wage Agreement beginning April 1, 1973 and ending March 31, 1976, where such action will result in the layoff of any persons comprised within the groups for whom the Agreements now provide a guaranteed full month's equivalent of regular straight-time work or pay. Employer further agrees that before discontinuing any food manufacturing department, Employer will first secure the Union's consent to such termination.

The Employer agrees that all full-time employees on the Permanent Seniority Rosters as of June 30, 1973 shall be guaranteed a full month's equivalent in regular straight-time work or pay in any month in which they work one (1) day or more, effective July 1, 1973 through March 31, 1976. The aforementioned guarantee shall not apply to employees hired after June 30, 1973.

Section 1.4 Work Jurisdiction—For the term of the Agreement covering the period of April 1, 1973 through March 31, 1976, the Employer agrees that all stores being serviced by the facilities covered by this Agreement as of June 30, 1973, shall not be removed to another source of servicing. It is understood that this commitment is subject to historical prevailing practices, including but not limited to the normal closing and opening of stores. This includes stores which may be opened in addition or in replacement

of these stores located in the general area now being serviced by the Melrose Park facilities covered by this Agreement as of June 30, 1973.

ARTICLE II

GENERAL

Section 2.1 Definitions—Whenever used in this Agreement the following terms shall have the following definitions:

- (a) A regular full-time employee is an employee who has been employed to work on a regular full-time basis and has satisfactorily met the employment standards of the Employer.
- (b) A casual or temporary employee is an employee not hired for regular full-time employment. Casual or temporary employees may not work more than 60 days in a consecutive anniversary year other than vacation replacement work during the period May through September.
- (c) Student vacation replacements are bona fide students engaged to perform vacation relief work during their regular school vacation periods. Students may be assigned to any work covered by this Agreement. Student and casual vacation replacements shall not acquire seniority rights.

Section 2.2 Notices—All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail to the offices of the Union at 809 West Madison Street, Chicago, Illinois or to the Employer at 1955 West North Avenue, Melrose Park, Illinois, or to an employee at his home address or to any subsequent address which the Union, the employee, or the Employer 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. All notices with reference to this Agreement shall be identified by the words "Warehouse Agreement."

Section 2.3 Savings Clause; Separability—Nothing contained in this Agreement is intended to violate any 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 Agreement shall continue in full force.

Section 2.4 Effective Date—Unless the context of the Agreement indicates otherwise, all provisions of the Agreement become effective on the execution date or on the date of the beginning of the term hereof, whichever is later.

ARTICLE III

UNION-MANAGEMENT RELATIONS

Section 3.1 Union Security—All present employees who are members of the Union on the date of the execution of this Agreement, or the effective date of this Agreement, whichever is later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members of the Union in good standing as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment, or on and after the thirty-first (31st) day following the date of the execution of this Agreement, or the effective date, whichever occurs later. The Employer agrees to notify the Union in writing of the name and residence address of each new employee hired by the Employer within seven (7) calendar days after the completion of each calendar week.

Section 3.2 Union Cooperation—The Union recognizes the responsibility assumed by it as the exclusive bargaining agent of the employees in the bargaining unit. It, therefore, pledges the full cooperation of its membership to promote the economic success of the Employer in order that the maximum opportunity for continuous employment, good wages and good working conditions may continue; and agrees that the employees covered by this Agreement shall diligently work for the best interests of the Employer in every

way just and lawful, giving honest and diligent service to the Employer and to each other.

Section 3.3 Management—Subject to the provisions of this Agreement, the management of the business, including the right to plan, direct and control warehousing operations and warehousing hours, and the direction of the working forces, including the right to hire, assign work to employees and employees to work, promote and transfer, the right to suspend or discharge for good and sufficient cause, as hereinafter provided are vested exclusively in the Employer.

Section 3.4 Union Dues—The Employer agrees to deduct the Union's periodic dues and application fees from the pay of each employee who individually authorizes said deductions in writing and to remit the amounts so deducted to the Union. Said deduction authorization shall be in such form as to conform with Section 302(c) of the Labor Management Relations Act of 1947.

All Union members must maintain their membership in good standing in the Union by payment of their application fees and periodic dues uniformly required as a condition of acquiring or retaining such membership. If any employee's membership in good standing lapses, the Union agrees to notify the Employer in writing and to give the Union member not less than two (2) weeks' time in which to re-establish his membership in good standing before the Employer will be called upon to release him. Disputes with respect to the good standing of members shall be resolved in accordance with the grievance and arbitration provisions of this Agreement.

Section 3.5 Union Officials and Stewards—The Union shall have the right to designate a steward for each warehouse. The Union shall keep the Employer informed in writing as to the names of the stewards currently authorized to represent the Union.

The authorized Union business representatives shall be admitted to the Employer's warehouses during reasonable business hours for the purposes of adjusting disputes, investigating working conditions and ascertaining whether or not this Agreement is being observed. Such activity shall be conducted in such a

manner as not to interfere 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 steward, or among themselves, concerning disputes shall not take place during working hours.

Section 3.6 Discipline—During an employee's trial period, an employee may be released from employment for any reason at the sole discretion of the Employer. After an employee has completed the trial period and has acquired seniority, such employee shall not be suspended or discharged without just cause.

ARTICLE IV

WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 4.1 Workday and Workweek—The basic workday for all employees except watchmen shall consist of eight (8) consecutive hours exclusive of a one-half ($\frac{1}{2}$) hour unpaid meal period.

The basic regular workweek for each work group shift may be worked as follows:

(A) Day Group Shifts

- (1) Five consecutive days either Monday through Friday or Sunday through Thursday.

(B) Night Group Shifts

- (1) Five consecutive nights either Sunday through Thursday or Monday through Friday.
- (2) In Bakery Distribution any five nights Sunday through Friday.

(C) Perishable Operations

- (1) Present night operations directed by the perishable warehouse management may be scheduled to work five shifts Sunday through Friday rotating the shift off among the first three shifts of the week (Sunday, Monday and Tuesday).

(D) Holiday Workweeks

- (1) During holiday workweeks, the basic workweek shall consist of four (4) eight (8) hour days or nights.

The Employer agrees to notify the Union in advance of any permanent changes in group shift schedules.

Section 4.2 Work Schedules—The Employer reserves the right to determine work schedules and the number and starting times of work shifts except that scheduled starting times shall be the same Sunday through Friday when Sunday and observed holidays are scheduled as part of the regular workweek except for the night shift in the Grocery Warehouse where the starting time may be different on Friday night when Friday night is scheduled as part of their regular workweek. The constant start time shall apply solely to group shifts scheduled as part of the basic workweek. The work schedules for regularly assigned employees shall be posted. Work schedules may be changed from time to time provided that reasonable advance notice of such changes is given the employee affected thereby. Variations from group shift schedules may be made for employees with special assignments.

Each employee shall be checked in at his assigned place of work at his scheduled starting time. Except when the Employer requires that employees change to special clothing designated by the Employer, all clothing changes shall be made outside of scheduled working hours.

Section 4.3 Rest Periods—Each employee shall have one ten (10) minute rest period each half workday, which shall be scheduled as nearly as practicable at or near the middle of the half shift, and in any event to begin no earlier than the beginning of the second hour and to end no later than the end of the third hour of each half shift. Any employee required to work ten hours or more on any one shift shall be entitled to an additional ten (10) minute rest period for each two (2) hour period of overtime to be taken not later than at the end of the ninth (9th) hour, at the end of the eleventh hour, and at the end of each 2-hour period thereafter.

Section 4.4 Variations from the Standard Workday and Workweek—Variations from the standard workday and workweek may be scheduled with the consent of the individual employee and the Union, or when it is necessary that all employees in the workgroup or shift work uniform hours with the consent of the majority of the employees in the workgroup or workshift and the Union, provided that no less than the minimum rates of pay are paid. Such agreements may be revoked at any time by the employee, or the majority of employees, the Union or the Employer by giving seven (7) calendar days' written notice to the other parties in advance of the beginning of the week in which the revocation is to become effective.

Section 4.5 Holidays for Night Shift Workers and Grocery Warehouse Night Shift—The holiday for all employees on night shifts other than the grocery warehouse night shift shall be considered as the night before the legally observed holiday. Janitors and watchmen shall observe their holidays as scheduled.

Section 4.6 Work Guarantees—

A. Sunday work

Employees called in to work on Sunday outside their basic workweek shall be paid double time for all hours worked with a minimum guarantee of eight (8) hours or the full equivalent in pay.

Employees scheduled to work Sunday as part of their basic workweek shall be paid as follows:

1. If the Sunday work is part of a five consecutive day workweek or if the Sunday work is part of a first three days of the week rotation (Sunday, Monday, Tuesday) the employee shall be paid only for the hours actually worked on Sunday at double time.
2. If the Sunday work is part of a regular scheduled workweek on a Sunday through Friday workweek with any day scheduled off the employee shall be paid a minimum of eight double time hours of work or the full equivalent in pay for all hours worked.

B. Holiday work

An employee called in to work his observed holiday or who is scheduled to work his observed holiday as part of his basic work-week shall be guaranteed eight (8) hours of work at double time or the full equivalent in pay for all hours worked. Holiday work which is part of the completion of a non-holiday scheduled work shift shall be worked at straight time.

C. Saturday work

An employee who starts work on Saturday after 12:01 A.M. shall be paid time and one-half (1½) for such Saturday work with a minimum guarantee of four (4) hours' work or the full equivalent in pay if the Saturday work is outside the employee's basic work-week or a full eight (8) hours' guarantee if the Saturday work is part of the employee's regular workweek.

Saturday hours of work constituting part of a regular Friday night shift start shall be paid at the regular rate of pay.

The daily guarantees and work schedules provided herein are subject to the following exceptions:

- (a) The employee's being able and available to work such hours but shall not be forfeited due to injury or injuries incurred on the job that day.
- (b) Fire, flood, or other emergency resulting from damage or breakdown to plant equipment, machinery, or other facilities.
- (c) Lack of materials or supplies resulting from the failure of delivery by persons or agencies other than the Employer and beyond the Employer's control.
- (d) Other stoppages in public utility facilities which render continued operation of the warehouses impracticable.
- (e) Stoppages of incoming or outgoing warehouse shipments.

Section 4.7 Overtime and Other Premium Pay—

- A.(1) All employees may be required and scheduled to work overtime. When overtime is required it must first be offered in accordance with seniority to employees within the Departments as set out in Section 4.7 A.(2) herein, in the section (such as shipping or receiving) and on the shift where the overtime is involved in accordance with established practices.

Effective August 1, 1973, the following understanding shall prevail in the offering of daily overtime work as heretofore indicated:

1. Higher rated work required on a daily overtime basis shall be first offered to employees in the bid classification in the section (such as shipping or receiving) and on the shift where the overtime is involved according to departmental seniority.
2. The job assignments of employees who exercise their seniority for daily overtime work shall be determined by the management of the facility for all daily overtime work activity.
3. Employees exercising their seniority to claim daily overtime work must be qualified to perform the daily overtime work available, within the normal standards of the applicable operation.

- A.(2) **Extra Day Premium Work.** All extra day premium work (normally Saturday and Sunday work) shall be offered to employees and/or operations by strict seniority within the following buildings and/or operations:

- A. Grocery warehouse operation
- B. Chip plant
- C. Jewel Kitchens
- D. Bakery warehouse

- E. Perishable warehouse
- F. Frozen food warehouse
- G. Salvage building
- H. Fixture shop

The following understandings shall prevail in the offering of extra day work as heretofore indicated:

1. Extra day work shall be first offered to employees within the building and/or operation as classified above, in accordance with strict seniority.
2. Employees who are absent from work on Friday and/or Thursday in case Friday is observed as a holiday shall be eligible for extra day work, provided they call their operations supervisor no later than noon of whichever day is applicable. In the event extra day work is not ascertainable at the time of such call-ins, but is later determined necessary by operating conditions, such work shall be offered to employees at work on a strict seniority basis, and there shall be no obligation to call those persons who may have earlier called in.
3. There shall be no liability to Employer for bypass claims resulting from the failure of management to contact employees concerning available extra day work.
4. Higher rated work required on extra days shall be first offered to employees in the bid classification according to seniority.
5. The job assignments of employees who exercise their seniority for extra day work shall be determined by the management of the facility for all extra day work activity.
6. High rated bid men who exercise their seniority to claim extra day work shall be paid the rate of pay applicable to the extra day work performed.

7. Extra day work may be claimed by seniority by all employees who have been off the clock ten (10) hours or more from the completion of their last regular work and the commencement of the extra day work, or by employees whose regular shift commences ten (10) hours or more later than the anticipated completion of the extra day work.
8. Saturday and Sunday work which is regularly scheduled as part of the basic workweek shall not be considered extra day work for purposes of seniority claiming.
9. Employees exercising their seniority right to claim extra day work must be qualified to perform the extra day work available, within the normal standards of the applicable operation.
10. With respect to watchmen and janitorial assignments, the extra day work shall be first offered to the watchmen and/or janitors assigned to the shift and the building and/or operation as classified above in accordance with strict seniority, then it shall be offered to the watchmen and/or janitors in accordance with their seniority in the building and/or operation to which they are assigned, and then it shall be offered to the watchmen and/or janitors in accordance with their company-wide seniority within the North and South complexes.
11. If an employee claims extra day work and does not report for work, he shall be ineligible for bid for the next one (1) extra day work posting.

B. Overtime rates payable to all employees except watchmen. Overtime and other premium rates shall be paid to all employees except watchmen as follows:

1. **Time and one-half** the employee's straight-time hourly rates, including night shift

premium when applicable, shall be paid for all work :

- (a) After 8 hours in any one shift ;
 - (b) (1) After 40 hours in any workweek, except a holiday workweek ;
 - (2) After forty (40) hours in any workweek in which a calendar holiday falls on Saturday ;
 - (3) After thirty-two (32) hours in a holiday workweek except when the calendar holiday falls on Saturday, in which event, time and one-half will be paid after 40 hours ;
 - (c) After 32 hours in a holiday week ;
 - (d) On Saturdays, except when the Saturday work is regularly scheduled work at the end of a regular shift. (Example of exception—work after Friday midnight at the end of a regularly scheduled Friday night shift.)
 - (e) Before his regular starting time with a minimum guarantee of eight (8) hours of work or the full equivalent in pay from the regular starting time.
2. Double the employee's straight-time hourly rate, including night shift premium when applicable, shall be paid for all hours worked :
- (a) On the days observed as holidays by the work shift and group to which the employee is assigned with a minimum guarantee of eight (8) hours of work or the full equivalent in pay ;
 - (b) From 12:01 A.M. to midnight on each of the legally observed holidays listed in Article VI when the legally observed holiday is not observed by the group as the holiday.
 - (c) From 12:01 A.M. to midnight on Sundays with the guarantees provided in Section 4.6.

C. Overtime rates payable to watchmen. Time and one-half the employee's straight-time hourly rate shall be paid watchmen for all work

1. After 8 hours in any one day ;
2. After 40 hours in any workweek.

Watchmen who work on the legally observed holidays shall be paid straight time for all hours worked on said holidays in addition to their holiday pay.

D. Night Shift Premium—Day and Night Shifts Defined. All employees except watchmen who are assigned or scheduled to commence work at any time after 12:01 P.M. and prior to 4:00 A.M. shall receive a night shift premium of twenty cents (20¢) per hour in addition to their regular hourly rates of pay for all work performed on the night shift.

A day shift is any shift starting from 4:00 A.M. to and including 12:00 P.M. (noon).

Section 4.8 Calculation of Overtime Pay—Only hours actually worked shall be considered in computing overtime pay. If under the provisions of this Agreement two or more premium rates (e.g. time and one-half or double time) are applicable to the same hours worked, only one, the higher, shall be paid.

Overtime shall not be paid twice for the same hours worked. Overtime due on a weekly basis shall be computed without counting overtime hours on a daily basis. Premium hours paid for Sunday, Saturday and holiday work shall be counted in computing overtime hours on a weekly basis if these premium hours are scheduled as part of the employee's regular workweek. Premium hours worked on Sundays, holidays and Saturdays shall not be counted in computing weekly overtime hours if the premium hours are not scheduled as part of the employee's regular workweek.

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ARTICLE V

WAGES

Section 5.1 Straight-Time Hourly Wage Rates—During the term of this Agreement, the Employer agrees to pay not less than the straight-time hourly wage rates set out in Appendix A attached hereto.

Section 5.2 Rounding Off—For simplicity of the calculation of the pay due, the time worked may be rounded off to the nearest one-fifth (1/5) hour for each day.

Section 5.3 Temporary Job Transfers—If an employee works one (1) hour or more at any time during his basic workday in a job classification paying a higher rate of pay than his regular job classification, such employee shall be paid the higher rate of pay for the entire workday. If an employee is assigned to work in a job classification paying a lower rate of pay, he shall not have his pay rate reduced for such work unless the job change is on a permanent basis and the employee is so notified.

ARTICLE VI

HOLIDAYS

Section 6.1 National Holidays—All full-time employees who qualify shall receive eight (8) hours' pay at straight time (referred to as "holiday pay" in this Agreement) for the following holidays (or the days legally observed in lieu thereof) not worked:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

To qualify for holiday pay a regular full-time employee must work both his regular scheduled workday before and after the holiday including his observed holiday if it is scheduled as part of his holiday workweek unless advance approval for the absence has been given by the Employer. A casual employee shall qualify for holiday pay if he works four days during the holiday week and also either the regular workday which immediately precedes or that which follows the holiday.

If a holiday falls within the 30 day period following a full-time employee's layoff due to lack of work or proven illness, other than illness due to intoxication, and such full-time employee is recalled to work during the same 30 day period but did not receive any holiday pay, then in such case he shall receive eight (8) hours' extra pay at his straight-time hourly rate for such holiday in the week in which he returns to work. A full-time employee who was laid off because of lack of work or proven illness and is not returned to work within the aforementioned 30 day period shall not be entitled to said extra pay upon his return.

Where a day or night is observed by a group or shift of employees in lieu of the legally observed holiday, the legally observed holiday shall be considered a regular workday if scheduled.

Section 6.2 Personal Day Off—Employee's Birthday—Effective April 1, 1967 all regular full-time employees on the active payroll during the week in which their birthday falls shall be given an additional day off in celebration of their birthday. The day off shall be on the Monday of the employee's birthday or the first scheduled Monday shift following the employee's birthday subject to necessary scheduling. The personal day off in celebration of the employee's birthday shall not be treated as a holiday for purposes of the holiday pay provisions covering National Holidays. The employee shall receive eight (8) hours of straight-time pay for the day off observed as his birthday and shall be scheduled to work an additional thirty-two (32) hours during the workweek in which the birthday is observed.

Section 6.3 Additional Holiday—Effective July 1, 1975, all regular full-time employees who have completed their probationary period will be entitled to one (1) additional holiday per calendar year. The Union shall notify the Employer no later than December 1, 1974, designating the day on which the one additional holiday shall be observed.

ARTICLE VII

VACATIONS AND ABSENCE LEAVES

Section 7.1 Length of Vacation—Each employee covered by this Agreement who qualifies shall be entitled to a vacation with pay in accordance with the following schedule:

<u>Number of Successive Years of Qualifying Employment*</u>	<u>Number of Weeks' Vacation With Pay</u>
1 year	1 week
2 through 8 years	2 weeks
9 through 14 years	3 weeks
15 or more years	4 weeks

*Effective July 1, 1973:

1 year	1 week
2 through 8 years	2 weeks
9 through 14 years	3 weeks
15 through 19 years	4 weeks
20 or more years	5 weeks

As used herein, the term "successive" means employment uninterrupted by separation from service. The term "year of qualifying employment" means an anniversary year of employment in the first and last years of employment and a calendar year of employment in all other years in which the employee meets the requirements for a vacation with respect to that anniversary or calendar year of employment, whichever is applicable.

Section 7.2 Vacation Qualifications—To qualify for his first vacation, each employee must work not less than 1250 straight-time hours in his first year of employment.

Once an employee qualifies for his first vacation, he will qualify for each succeeding vacation (except the vacation applicable to his last year of employment) if (1) he is in service on January 1 of the calendar year in which the vacation is to be taken; and (2) he works not less than 1250 straight-time hours during the preceding calendar year.

To qualify for his last vacation, each employee must work not less than 1250 straight-time hours in his last year of employment.

After a full-time employee has qualified for his first vacation, but not more often than once in each three (3) years thereafter, such employee shall qualify for a vacation even though he worked less than 1250 straight-time hours provided his failure to work was due to his personal illness or injury.

Hours off which are paid for under the holiday and vacation provisions of this Agreement shall be counted as hours worked for the purpose of meeting the 1250 straight-time hours' worked requirement.

The failure of a full-time employee to meet the hours worked requirement to qualify for a vacation in the next year shall affect only the year in which such vacation should have been taken, and such year of employment shall nevertheless be counted as a year of service for the purpose of determining the length of any subsequent vacations to which he may become entitled.

Section 7.3 Vacation Administration—

(1) Calendar-Year Basis

Notwithstanding the qualifications which must be met with respect to each year of employment, but subject to refund or adjustment of vacation pay in the event such qualifications are not met, each full-time employee covered by this Agreement shall take each vacation on a calendar-year basis, that is, between January 1 and December 31, in accordance with the following schedule:

<u>Calendar Year In Which Service Anniversary Falls*</u>	<u>Number of Weeks' Vacation With Pay</u>
1st anniversary	1
2nd through 8th anniversaries	2
9th through 14th anniversaries	3
15th and subsequent anniversaries	4

*Effective July 1, 1973:

1st anniversary	1
2nd through 8th anniversaries	2
9th through 14th anniversaries	3
15th through 19th anniversaries	4
20th and subsequent anniversaries	5

(2) Vacation Pay—

Employees covered by this Agreement shall receive fifty (50) hours straight-time pay for each week of vacation entitlement at the employee's rate of pay at the time vacation is taken.

(3) Vacation Schedules

All vacations shall be subject to the necessary scheduling of replacements by the Employer 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 with first choice going to the employee with the greatest length of continuous service in his group and so on.

(4) Vacation Weeks

All vacations shall be for calendar weeks. Vacations of three weeks or more may be split by mutual agreement between the employee and the Employer 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 Employer as consistent with efficient operation.

(5) Holidays Within Vacations

Whenever a holiday recognized under this Agreement falls within a full-time employee's vacation period, the employee shall receive an extra day's pay or subsequent day of vacation as agreed upon by the Employer and the employee.

(6) One Vacation Per Calendar Year

No employee shall be entitled to more than one vacation in any calendar year of employment and no vacation may be accumulated from one calendar year to another.

(7) Adjustment of Pay in the Event of Layoff or Separation From Service

The grant of vacations on a calendar-year basis is subject to the condition that should any employee leave service prior to having completed his qualifying hours in his last anniversary year of employment he shall refund to the Employer any vacation pay advanced but unearned. Any employee who is laid off, quits or is discharged and who has put in his qualifying 1250 straight-time hours since his last anniversary date shall receive the vacation pay due him, if any, within two (2) weeks of the date of layoff, quitting or discharge.

(8) Return From Vacation—Seniority Rights

An employee returning from vacation shall not be eligible for work on the Sunday immediately following completion of the vacation week unless he notifies the person he normally reports to between the hours of 12 noon Friday and 12 noon of the Saturday immediately preceding the Sunday of the week in which he returns that he is available for such Sunday work unless the Sunday work is part of his normal regular schedule.

Section 7.4 Jury Service—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 Employer of the receipt by him of such jury summons not less than seven (7) days before the first day on which he is required to serve on the jury. Before any payment shall be made to any employee hereunder, the employee shall present to the Employer proof of his summons for service and of the time served and the amount of pay received therefor, if he shall have served as juror. When an employee is released for a

day or part of a day during any period of jury service, he shall report for work. An employee receiving payment for time lost under this Section shall not receive payment under any other provision of this Agreement for said lost time.

Section 7.5 Funeral Leave—The Employer agrees to pay regular full-time employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled workdays at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any relative residing with the employee or with whom the employee is residing. Benefits under this Section shall not be available to employees for death in the immediate family arising while they are absent from work due to layoff, leave of absence, disability, or other reasons. Employees receiving payment for time lost under this Section shall not receive payments under any other provision of this Agreement for said lost time.

Section 7.6 General Leaves of Absence—An employee who desires a personal leave of absence shall apply for such leave in writing. In his application he shall state the length of leave desired, the time when he would like to take it, and the reason for requesting the leave. Each request for leave of absence shall be processed in accordance with Employer policy and may be granted, limited or denied. During the period of a granted leave of absence, the employee shall not engage in any gainful employment and doing so shall constitute just cause for discharge.

Employees covered by the Chicago Truck Drivers, Helpers and Warehouse Workers Union (Independent) Health and Welfare and Pension Funds shall provide for continued coverage by such funds by continuing payments to such funds during such leaves of absence.

Section 7.7 Military Leave—Vacation—For the year in which a person returns from a military leave of absence, he shall be eligible for a vacation based on the date he returns to Jewel service according to the following schedule:

If he returns before June 1—Full vacation allowance.

If he returns between June 1 and October 1—
Half vacation allowance.

If he returns after October 1—No vacation allowance.

An employee who enters military service and returns within the same calendar year shall not receive more vacation pay than he would have received had he not entered the military service.

ARTICLE VIII

SENIORITY

Section 8.1 Seniority Defined—Seniority means the rights secured by full-time employees by length of continuous employment service as provided herein.

An employee's seniority shall start from the most recent date when an employee starts work as a full-time employee, except that no employee shall acquire any seniority rights until he completes a trial period of employment as provided in Section 8.2, after which his seniority shall date back to the beginning of the trial period.

Casual, student vacation replacements and temporary employees shall not acquire seniority rights.

When two or more employees are hired the same day, their relative seniority shall be determined by lot.

Section 8.2 Trial Period—The trial period for all employees shall be sixty (60) working days.

Section 8.3 Seniority Lists—The Employer shall post in each warehouse covered by this Agreement a list of all full-time employees who had acquired seniority as of the preceding December 31. Employees shall be listed on each list in the order of seniority with that employee with the greatest seniority listed first and the in-service date of each employee listed opposite his name. The in-service date posted opposite each employee's name shall be presumed to be correct unless an employee objects to the Employer and the Union within thirty (30) days of the date of posting. In the event of such objection, the employee or employees involved and representatives of the Employer and Union shall meet to determine the correct in-service date. Once determined said in-service date shall no longer be subject to objection.

Section 8.4 Termination of Seniority—An employee's seniority and his employment shall be terminated if he (1) quits; (2) retires; (3) is discharged; (4) fails to report after a layoff within fourteen (14) calendar days after the Employer sends to the last address known to the Employer a written notification to work unless said failure to return to work is due to the proven illness or injury of the employee; (5) refuses, as an alternative to being laid off to accept work in his classification at another warehouse covered by this Agreement; (6) refuses, after having been laid off, to accept work in his classification at another warehouse covered by this Agreement; or (7) if a full-time employee has been laid off by the Employer for a period of two (2) years.

An employee shall be considered as quitting: (a) who so notifies the Employer either orally or in writing; or (b) who fails to report for work within fourteen (14) calendar days after being recalled from layoff status unless such failure to report for work is due to proven illness or injury; or (c) who fails to return from a leave of absence on the first workday following its expiration unless such failure to report for work is due to proven illness or injury; or (d) who is absent from work without approval for four (4) consecutive calendar days in a scheduled workweek; or (e) who while on leave of absence accepts other employment or goes into business for himself.

Section 8.5 Promotion to Supervisor—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 in the supervisory position for a period of one year; and if transferred 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 in the supervisory position.

Section 8.6 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 (90) 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.

Section 8.7 Seniority for Layoffs and Recalls After Layoffs—Provided the employee is qualified, seniority shall control the order of layoffs and recalls after layoffs of full-time employees on a bargaining unit-wide basis.

Section 8.8 Seniority for Promotions and Transfers—Effective August 1, 1973, each employee shall have the right to bid on a job regardless of shift and if he or she were to change from days to nights or vice versa, they would be given all their seniority on a bargaining unit-wide basis in the following eight (8) operational groupings each of which groupings is hereinafter referred to as department :

1. Light and heavy duty manufacturing, Jewel Kitchens.
2. Light and heavy duty manufacturing, Chip Plant.
3. Building C, including both day and night perishable, freezer and salvage operations.
4. Building A, day and night groceries.
5. Janitors.
6. Bakery distribution handlers, both day and night.
7. Fixture shop.
8. Watchmen.

In the event job openings are not filled by bid within the related department, the job will be bid to the most senior employee from other departments.

All promotions and transfers shall be on a thirty (30) working day trial basis. If in the opinion of the Employer the employee's services in the position to which he was promoted or transferred were not satisfactory during such trial period, then such employee shall be returned to his former job at his former rate of pay.

Temporary vacancies of less than thirty (30) days need not be posted but to the extent possible shall be filled by seniority.

Section 8.9 Working Foremen—Bids—Selection—Duties—The Employer agrees to post for bidding openings for working foremen with the understanding the Employer shall exclusively determine which of the bidders is best qualified to fill the opening. Where in the opinion of the Employer all qualifications are equal the Employer shall recognize the seniority of the bidders.

Working foremen shall aid in the direction of the working force including, but not limited to, assigning work, training personnel, maintaining records and performing such other functions as may be assigned. Working foremen may perform work as indicated, and otherwise perform any and all bargaining unit activities as the needs indicate.

Section 8.10 Opening New Warehouses—When a new warehouse, or warehouses, is opened to perform any or part of the warehousing operations described in Article I, now being performed by employees covered by this Agreement in the area included in the Counties of Lake, McHenry, Boone, DeKalb, Kane, DuPage, Cook, Kendall and Will in the State of Illinois, and in the Counties of Lake and Porter in the State of Indiana and in the County of Kenosha in the State of Wisconsin, or within a radius of one hundred (100) miles from 1955 West North Avenue, Melrose Park, Illinois, whichever is greater, the Employer shall offer to all employees covered by this Agreement the opportunity to transfer to regular positions in the new warehouse, in the order of their seniority, with first preference to employees in the warehouse or warehouses which will be affected in whole or in part by the opening of the new warehouse or warehouses. The transferred employees shall for a period of thirty (30) days following the transfer have an unqualified right to return to their old warehouse or warehouses if it is still in existence and carry with them their old seniority at that warehouse or warehouses. Employees who avail themselves of the transfer privilege because they are on layoff from their original warehouse may exercise their seniority rights if work becomes available at the original

warehouse during the one year layoff period allowed them at their original warehouse. This provision shall not apply to an existing, operating warehouse that may be acquired by the Employer after the date of execution of this Agreement.

Section 8.11 Seniority—Acquisition of New Businesses—In the event the Employer acquires new business ventures which become a part of the Employer's operations covered by this collective bargaining agreement the seniority of the employees absorbed and of all employees affected by such acquisition covered by this Agreement shall be determined by mutual agreement between the Employer and the Union and any other collective bargaining agent involved, and the action taken by the parties shall be final and binding on all the employees affected.

ARTICLE IX

HEALTH AND WELFARE

Section 9.1 Health and Welfare Contributions—Casual Employees—The Employer shall pay the sum designated below for each day worked by a casual employee covered by this Agreement, into the Chicago Truck Drivers, Helpers and Warehouse Workers Union (Independent) Health and Welfare Fund heretofore created by an Agreement and declaration of trust pursuant to collective bargaining agreements between certain Employers and the Union created for the payment of health and welfare benefits to covered employees, and the Union agrees to provide health and welfare benefits to each employee with respect to whom the Employer makes such payment as follows:

Effective 7/1/73: \$3.80 per day worked with a maximum of \$19.00 per week, and so forth from there on, in accordance with the agreements signed between the Union and the Central Motor Freight Association.

Days off which are paid for under the holiday and vacation provisions of this Agreement shall be considered as days worked for the purpose of this Section.

The Employer shall transmit the contributions due hereunder with respect to each month not later than the 10th of the following month.

Contributions will continue during any period a casual employee is absent because of an occupational illness or injury covered by the Workmen's Compensation Law for which the Employer is liable for a period of twelve (12) months or until the employee returns to work, whichever period is the shorter. The Employer further agrees to make the above contributions for casual employees during periods when a collective bargaining agreement is being negotiated.

Section 9.2 Regular Full-Time Employees—Jewel Package Plan—The Employer shall provide, maintain and administer the Jewel Package Plan, subject to the terms and conditions stated therein as the same may be amended from time to time, cost free, except as to optional life insurance, for each regular full-time employee in the bargaining unit on the active seniority roster who enrolls in said Plan.

ARTICLE X

RETIREMENT AND PENSION

Section 10.1 Union Pension Fund Contributions—Casual Employees—The Employer shall pay the sum designated below for each day worked for each casual employee covered by this Agreement into the Chicago Truck Drivers, Helpers and Warehouse Workers Union (Independent) Pension Fund heretofore created by an Agreement and Declaration of Trust pursuant to collective bargaining agreements between certain Employers and the Union created for the payment of pension benefits to covered employees, and the Union agrees to provide pension benefits to each eligible employee with respect to whom the Employer makes such payment as follows:

Effective 7/1/73: \$3.00 per day worked, with a maximum of \$15.00 per week, and so forth from there on, in accordance with the agreements signed between the Union and the Central Motor Freight Association.

Days off which are paid for under the holiday and vacation provisions of this Agreement shall be considered as days worked for the purpose of this Section. The Employer shall transmit the contributions due hereunder with respect to each month not later than the 10th of the following month.

Contributions will continue during any period a casual employee is absent because of an occupational illness or injury covered by the Workmen's Compensation Law for which the Employer is liable for a period of twelve (12) months or until the employee returns to work, whichever period is the shorter. The Employer further agrees to make the above contributions for casual employees during periods when a collective bargaining agreement is being negotiated.

Section 10.2 Jewel Retirement Estates—Regular Full-Time Employees—For the duration of this Agreement, the Employer shall provide, maintain and administer its profit sharing retirement program in effect on the date of execution of this Agreement, subject to the terms and conditions stated therein as the same may be amended from time to time for each regular full-time employee in the collective bargaining unit.

The Employer agrees that the total credits posted by it to the retirement accounts of Jewel Retirement Estates participants, excluding their personal deposits, in the aggregate for the period of this Agreement, shall not be less than the aggregate amount that would have been required to have been paid by the Employer to the Union's Pension Fund under the uniform contribution rates required to be paid by Employers under the Area Cartage Agreement on behalf of employees for the triennial period starting April 1, 1973 and ending March 31, 1976.

Section 10.3 Additional Contributions—Welfare and Pensions—

The Employer shall pay in the aggregate an additional:

\$5.00 per week per employee
beginning July 1, 1974, and

\$5.00 per week per employee
beginning July 1, 1975

to either the Health & Welfare Fund or the Pension Fund, referred to in Articles IX and X. Sixty (60) days prior to the effective date of such increased contributions the Union shall notify the Employer as to the allocation of such additional contributions. The

Union's determination of such allocation shall be conclusive.

ARTICLE XI

NO STRIKE; NO LOCKOUT

The Union and the Employer agree on the need for the continuance of their service to the public without interruption. Both recognize this objective as necessary to the security of the Company and its people and specifically pledge themselves to help assure that security by using the procedures agreed upon between them for the adjustment of disputes and grievances in all cases where there is any difference of opinion concerning the rights of either under this Agreement or the interpretation or application of any provision of it. Therefore, 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; nor shall there be any lockout on the part of the Employer.

ARTICLE XII

GRIEVANCES AND ARBITRATION

Section 12.1 Grievances—Should any dispute or grievance arise between the Employer and the Union or between the Employer and its employees concerning the application or interpretation of this Agreement, or involving a disciplinary penalty (including discharge) which is alleged to have been imposed without just cause, the parties agree that such matter shall be adjusted if possible by negotiation.

Any grievance involving a claim of improper discharge, suspension or other disciplinary action must be presented within fourteen (14) calendar days of such discharge, suspension or other disciplinary action. All other grievances must be made within thirty (30) calendar days after the cause giving rise to the grievance becomes evident. Any grievance that is not filed within these time limits shall be deemed to be conclusively abandoned or waived unless said time limit is abandoned or waived by mutual consent of the parties.

Section 12.2 Arbitration—The arbitration provisions of this Agreement may be invoked only by the Union or the Employer, either of which 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 either the Federal Mediation and Conciliation Service or the American Arbitration Association, whichever the party submitting the grievance may choose, 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, an authorized representative 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 remains. The person whose name remains shall be the selected arbitrator.

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 of the original transcript shall be borne by the loser. All other costs and expenses shall be borne by the party incurring them.

ARTICLE XIII

TERM

Section 13.1 Initial Term—Except as the context of a provision shall provide otherwise, this Agreement shall become effective at 12:01 A.M. April 1, 1973 and shall expire at 12:00 midnight, March 31, 1976.

Section 13.2 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 Agreement shall automatically renew itself for a period of one year and from year to year thereafter.

**CHICAGO TRUCK DRIVERS, HELPERS AND
WAREHOUSE WORKERS UNION
(INDEPENDENT)**

By: Ed Fenner, Executive Director

**JEWEL FOOD STORES DIVISION OF JEWEL
COMPANIES, INC.**

By: R. P. Dorsher, Vice President

By: P. N. Petronella

By: James Lamonia

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APPENDIX A

WAGES

Section A.1 Wage Rates—Not less than the following straight-time hourly wage rates shall be paid during the term of this Agreement:

<u>Classification</u>	<u>Effective</u> 7/1/73	<u>Effective</u> 7/1/74	<u>Effective</u> 7/1/75
Working Foreman	\$6.535	\$6.835	\$7.135
Key Men—Including Checkers (order and load), Dock Stock Receivers, Produce In- spectors, Grocery Inventory Control Stock Replenishers, Dock Tow-Line Fork Lift Operators	6.41	6.71	7.01
Assemblers, Line-Up Men, Loaders, and Car Unloaders	6.335	6.635	6.935
General Labor: Also includes extra men, salvage and rail- road claims	6.26	6.56	6.86
Light Duty Manufacturing— Jewel Kitchens, etc.....	5.535	5.835	6.135
Janitors	6.035	6.335	6.635
Watchmen	5.915	6.215	6.515
Student Vacation Replacements	5.16	5.46	5.76

Section A.2 Cost-of-Living Allowance—All employees shall be covered by the following cost-of-living allowance.

The amount of the cost-of-living allowance shall be determined and redetermined as provided below on the basis of the "Consumers' Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics, U. S. Department of Labor (1957-1959=100)" and referred to herein as the "Index."

The first cost-of-living allowance shall be effective the first pay period beginning on or after July 1, 1974, based on the difference between the Index figure for

March 1973 (which is 150.9), and the Index figure for February, 1974, and shall continue in effect until the first pay period beginning on or after July 1, 1975.

The second cost-of-living allowance shall be effective the first pay period beginning on or after July 1, 1975, based on the difference between the Index figure for March 1974, and the Index figure for February, 1975, and shall continue in effect until March 31, 1976.

Adjustments in the cost-of-living allowance shall be made on the basis of changes in the Index as follows: One cent (1¢) per hour increase for each .3 rise.

There shall be a maximum of 11¢ payable under each of the two allowances set forth herein with a minimum guarantee of not less than 8¢ payment under each of the two allowances.

In the event that the Bureau of Labor Statistics shall not issue the appropriate Index on or before the beginning of one of the pay periods referred to herein, any adjustment in the allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such Index. No adjustments, retroactive or otherwise, shall be made in the amount of the cost-of-living allowance due to any revision which later may be made in the published figures for the Index for any month on the basis of which the allowance has been determined. Any cost-of-living allowance made hereunder shall be applied to the wage rates herein provided, but shall not become a fixed part of the base rates for any classification.

A decline in the Index shall not result in a reduction of classification base rates. Continuance of the cost-of-living allowance shall be contingent upon the continued availability of official monthly Bureau of Labor Statistics Price Index in its present form and calculated on the same basis as the Index for 1965 unless otherwise agreed upon by the parties.

EXHIBIT A

JEWEL FOOD STORES

1955 WEST NORTH AVENUE
MELROSE PARK, ILLINOIS 60160

EXECUTIVE OFFICES

Area Code 312
531-6000
Direct Line No.

Sept. 13, 1973

Mr. Ed Fenner

Executive Director

Chicago Truck Drivers, Helpers and
Warehouse Workers Union (Independent)

809 West Madison Street

Chicago, Illinois 60607

RE: Letter of Understanding

Warehouse Agreement

Term: 4/1/73—3/31/76

Dear Mr. Fenner:

This letter will confirm our mutual agreement to continue our prior agreement concerning the special circumstances prevailing in the bakery distribution and food manufacturing areas due to their seasonal business fluctuations, which will require the continued usage of part-time employees in these specific areas, and, therefore, the parties agree that these areas shall continue to utilize part-time personnel as business needs dictate, at the rates specified in the agreement.

It was additionally agreed that student vacation replacements and part-time personnel would be provided the part-time benefit program under Jewel's Package Plan and that health and welfare and pension contributions would not be made on behalf of these classifications.

Please execute and return two (2) copies of this letter of understanding.

CHICAGO TRUCK DRIVERS, HELPERS
AND WAREHOUSE WORKERS UNION
(INDEPENDENT)

By: ED FENNER

JEWEL FOOD STORES DIV.,
JEWEL COMPANIES, INC.

By: R. P. DORSHER

By: P. N. PETRONELLA

By: JAMES LAMONIA

JVL:nlc

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 P.H.A.

Employer, product, service or type of business	Name of union or association	Number of employees normally covered by agreements
Dispatchers & Loadplanners	Chicago Truck Drivers, Helpers and Warehouse Workers Union (Independent)	4/100 15
Warehouse workers SEP 08 1975		1,000
Bakery Production Workers SEP 08 1975		185

(Mrs.) Marjorie Hickey, Undersecretary
 (Your name and position)

312-738-3920
 (Area code and tel. no.)

809 West Madison Street
 (Address)

Chicago, Ill. 60607
 (City, State, ZIP code)