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Agreement

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**RETAIL STORE
EMPLOYEES'
UNION**

**Local No. 655
AFL-CIO**

•
Grocery Division

•
**Independent
Super
Markets**

•
MAY 1, 1961
to
MAY 1, 1963



Agreement

THIS AGREEMENT, mutually entered
into this _____ day of

_____, 19____,
by and between the Retail Store Employ-
ees' Union, Local No. 655, of St. Louis,
Missouri, chartered by the Retail Clerks
International Association, AFL-CIO, as a
party of the first part and hereinafter
referred to as the Union, and:

Address -----
or successor, as party of the second part,
hereinafter referred to as the Employer.

WITNESSETH: That the parties have
agreed and do by these presents agree as
follows:

ARTICLE 1. INTENT AND PURPOSE

It is the intent and purpose of the
parties hereto by entering into this
Agreement to promote and to improve
industrial and economic relationship
between the Employer and his em-
ployees, to recognize mutual interests, to
provide a channel through which informa-
tion and problems can be transmitted
from one to the other, to formulate rules
to govern the relationship between the
Union and the Employer, and to promote

efficiency and service. These objectives shall guide the parties and be observed by them during the term of this Agreement.

ARTICLE 2. RECOGNITION

For the purpose of negotiating rates of pay, hours of employment and working conditions, and for the purpose of adjusting any grievance or complaint which may now exist or may arise in the future, the Employer hereby recognizes the Union as the sole and exclusive bargaining agent of the employees in the following described unit, to-wit, all of the Employer's employees, as that term is defined in Article 3 hereof, employed at the Employer's retail stores in St. Louis, St. Louis County and St. Charles County, Missouri.

ARTICLE 3. COVERAGE

a. The term "Employer" as used in this Agreement, shall refer and relate to all the retail stores of the above named Employer in the City of St. Louis, St. Louis County, and St. Charles County, Missouri.

b. The term "Employee" as used in this Agreement, shall include all employees in all of the Employer's retail stores in St. Louis, St. Louis County, St. Charles County, Missouri, except those employees who are members of and who are performing work which is clearly within the jurisdiction of the Meatcutters's Union, Local No. 88; Waitresses Union, Local No. 249; Cook's Union, Local No. 26; Baker's Union, Local No. 4; and Building Service Union Local No. 50; the Store Manager,

and the legal owner, who should be determined by the Union.

c. With the exception of the work performed by the employees who are members of the aforesaid Local Unions Nos. 88, 249, 26, 4 and 50 and, to the extent permitted by this Agreement, by the supervisors, the Store Manager, and the legal owner, all work and services connected with all operations carried on at the premises of the Employer's retail establishments, including, but not limited to, the handling and selling of all merchandise, shall be performed only by employees within the unit as defined in this Agreement and by employees working for the first thirty-one (31) days of their employment; provided, however, that the foregoing restriction on work jurisdiction may be altered or relaxed, in whole or in part, by mutual agreement between the Employer and the Union.*

Supervisors shall not at any time be used to replace or supplant employees who would ordinarily be employed.

*As of the effective date of this Agreement the above described restriction on work jurisdiction has been, by mutual agreement between the Union and the Employer, relaxed and altered in the following respects: Union members entering the said retail establishments for the purpose of delivering bread and milk.

ARTICLE 4. TERM OF CONTRACT

This Agreement shall be in full force and effect from May 1st, 1961, to May 1st, 1963, at which time it shall automatically renew itself for one year.

periods thereafter, provided however, that either party may open this contract for improvements, changes, or amendments, or to abrogate said contract, by written notice to the other party sixty days prior to the anniversary date of this Agreement. It is further provided that any improvements, changes, or amendments shall become effective on the anniversary date.

ARTICLE 5. NON-DISCRIMINATION

The Employer agrees not to aid, promote, or finance any other group or organization which purports to engage in collective bargaining, and the Employer agrees that there shall be no discrimination against any employee on account of Union activities or affiliation.

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

ARTICLE 6. MANAGEMENT RIGHTS

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Subject to the provisions of the third (3rd) paragraph of Article 3, the management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend, or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain reasonable rules and regulations covering the operations

of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer, provided, however, that this right shall be exercised with due regard to the rights of the employees, and provided further, that it will not be used for the purpose of discrimination against any employee. This paragraph is subject to grievance procedure.

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**ARTICLE 7. SUNDAYS, HOLIDAYS,
ELECTION DAYS AND
FUNERAL LEAVE**

a. Except as herein provided, there shall be no work on Sundays or the following holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or on days legally celebrated in lieu thereof.

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It is agreed that stores will close at 6:00 P. M. on Christmas Eve and New Year's Eve.

All regular employees, who have not been absent of their own accord on either the scheduled working day before or the scheduled working day after a holiday shall receive pay for any of the above named holidays in accordance with the following schedule in addition to the hours worked during that holiday week.

Employees normally working between 25 hours to 32 hours per week, 6 hours pay.

Employees normally working 32 hours to 36 hours per week, 7 hours pay.

Employees normally working 36 hours or more per week, 8 hours pay.

c. It is agreed the four (4) weeks preceding the holiday week shall be used as a base in determining the above number of hours normally worked.

d. If in case of emergency employees are required to work on Sunday they shall be paid at the rate of time and one-half the employee's regular rate. If in case of emergency employees are required to work on any of the above named holidays, excepting Labor Day, they shall be paid at the rate of time and one-half the employee's regular rate in addition to the holiday pay.

The Employer must obtain permission from the Union office before employees work in an emergency. In the event a sudden emergency occurs while the Union office is closed, the Employer must, within forty-eight (48) hours, notify the Union office of such emergency.

e. Stores will remain open on a Congressional Election Day; all full-time employees who are regularly scheduled to work on such days and who are eligible to vote, and vote, shall receive four (4) consecutive hours time off with pay at straight time rate; such hours to be determined by the Employer.

f. In case of death of a member of the immediate family, the Company will grant a leave of absence with pay for time lost, at straight time, from the date of death until and including the day of funeral, not to exceed three (3) days. Immediate family is defined as; parents, brother, sister, wife husband, son, daughter, or any other relative residing with the employee.

ARTICLE 8. HOURS

The maximum work week for all employees, payable on straight time basis shall be forty (40) hours. The maximum work day for all employees, payable on straight time basis, shall not exceed eight (8) consecutive hours per day, except two (2) days per week when nine (9) hours may be worked at straight time rates of pay. All time worked in excess of these hours shall be paid for at the rate of time and one-half.

The maximum work day for all female employees shall not exceed nine consecutive hours per day, exclusive of meal period, in conformance with the State Law of Missouri.

All regular employees shall receive one full day off per calendar week in addition to Sunday.

If employees are required to work on the scheduled day off, they shall be paid at the rate of time and one-half their regular rate.

ARTICLE 9. MEAL PERIOD, REST PERIOD

The meal period shall not exceed one hour and shall be allowed between the ending of the fourth hour and the ending of the sixth hour after starting time.

It is agreed that night work after 6:00 P. M. will be assigned on an equitable basis among all full-time employees, and that no full-time employee will be required to work more than two nights per week. (The last above shall not apply

to the Head Grocery Clerk.)

Full-time female employees and male clerks, working as checkers, shall receive two rest periods daily of fifteen (15) minutes daily each without loss of pay. The first shall occur in the morning and the second in the afternoon, or the first in the afternoon and the second in the evening. Part-time female employees, and male clerks working as checkers, who work four (4) consecutive hours shall be entitled to one fifteen (15) minute rest period without loss of pay. The rest period shall be in lieu of and not in addition to the previous informal rest periods.

**ARTICLE 10. DEFINITION REGULAR
PART-TIME, RATES OF PAY**

A regular clerk is defined as one who is employed twenty-five (25) hours or more per week and shall be paid according to the following minimum schedule:

Effective 5-1-61 to 5-1-62

	MALE		FEMALE	
	Pr Wk.	Pr Hr.	Pr Wk.	Pr Hr.
Length of Service				
First 6 Months:				
	\$ 76.50	\$1.9125	\$ 73.00	\$1.825
6 Mo. to 12 Mo.				
	81.00	2.025	77.00	1.925
12 Mo. to 18 Mo.				
	86.00	2.15	81.00	2.025
18 Mo. to 24 Mo.				
	92.00	2.30	85.00	2.125
Over 24 Months				
	99.00	2.475	88.00	2.20
Head Produce Clerk				
	119.50	2.9875		
Head Grocery Clerk				
	123.00	3.075		
Head Checker				
	103.00	2.575	91.00	2.275

Effective 5-1-62 to 5-1-63

	MALE		FEMALE	
	Pr Wk.	Pr Hr.	Pr Wk.	Pr Hr.
Length of Service				
First 6 Months:				
	\$ 82.50	\$2.0625	\$ 79.00	\$1.975
6 Mo. to 12 Mo.				
	87.00	2.175	83.00	2.075
12 Mo. to 18 Mo.				
	92.00	2.30	87.00	2.175
18 Mo. to 24 Mo.				
	98.00	2.45	91.00	2.275
Over 24 Months				
	105.00	2.625	94.00	2.35
Head Produce Clerk				
	125.50	3.1375		
Head Grocery Clerk				
	129.00	3.225		
Head Checker				
	109.00	2.725	97.00	2.425

Regular employees relieving a Department Head for one (1) week or more shall receive the Department Head's rate of pay.

Any employee who works twenty-five (25) hours or more in any week shall receive the full time rate of pay for all hours worked that week.

Part-time employees, Male and Female.

A part-time employee is one who is employed less than twenty-five (25) hours per week and shall be paid according to the following minimum schedule:

Hourly increases as follows:

Effective 5-1-61

First 6 Months -----\$1.595
Thereafter (for 520 hours of work) 1.67

Effective 11-1-61

First 6 Months -----\$1.67
Thereafter (for 520 hours of work) 1.745

Effective 5-1-62

First 6 months -----\$1.745
Thereafter (for 520 hours of work) 1.82

Effective 11-1-62

First 6 Months -----\$1.82
Thereafter (for 520 hours of work) 1.895

Part-time employees thereafter will receive the full time starting rate per hour and will be increased to the next progression rate per hour for each completed period of 1040 hours of service.

It is agreed that the total hours worked by Part-time Employees shall not exceed $33\frac{1}{3}\%$ of total number of man hours worked.

The Company and the Union will negotiate as to which stores shall have a Head Grocery Clerk, a Head Produce Clerk.

The Employer agrees not to employ two (2) or more part-time employees in a store, where it is possible to employ one (1) or more regular employees.

It is agreed that when an employee is advanced from part-time to regular classification, that the total hours at part-time employment shall be divided by the

basic work week to establish the full-time rate of pay.

Employees receiving in excess of the above scales shall not have their pay decreased because of this Agreement.

In the event of Federal legislation affecting hours, this Agreement may be reopened for wage and hour negotiation only.

ARTICLE 11. SCHEDULE AND GUARANTEE

Starting time rate for regular employees shall not be changed without twenty-four (24) hours or more notice to each employee affected by such change.

No employee shall be required to work split hours.

No employee, except the Produce Manager, who regularly buys produce, shall be required to work between the hours of 10:00 P. M. and 6:00 A. M.

When any employee, except students working after school hours on week days, shall report for work at the time and place ordered or scheduled, then such employee shall be paid a minimum of four (4) hours pay at the regular rate.

The Employer agrees to post a working schedule every Monday satisfactory to all employees in each store, and said working schedule shall be accessible to all employees and the Union.

ARTICLE 12. SENIORITY

Seniority shall prevail among all employees of the Employer covered by this Agreement, and shall begin with the employees' date of employment. When forces

are increased or decreased, either temporarily or permanently, and in cases of promotion, employees shall exercise their seniority rights over junior employees.

In cases of demonstrated lack of skill or physical unfitness to perform the new job, whether such demonstration be in the present job or in the new job, then an employee shall not be entitled to avail himself of seniority.

If an employee has voluntarily quit or has been absent from service for a period of two weeks, other than that which may be covered through injury or proven sickness, or has failed to get a leave of absence without proper cause, such employee shall forfeit his seniority rights. Absence from service caused by sickness or injury shall be limited to one year.

No employee shall acquire any seniority right until he has been employed by the Employer at least thirty (30) working days, and he shall not be deemed to be entitled to any of the privileges of seniority until he has been employed that long. After thirty (30) days seniority shall apply from date of employment.

ARTICLE 13. LEAVE OF ABSENCE

When a leave of absence is granted an employee, the Secretary of the Union, and the employee, shall be notified in writing within forty-eight (48) hours as to the name of the employee and for how long the leave of absence is granted.

ARTICLE 14. MEETINGS AND JURY DUTY

Employees shall be paid for time spent

at meetings called by the store or Employer before or after business hours in excess of four (4) per year at their regular hourly rate of pay.

No regular employee shall suffer any reduction in take home pay when summoned for Jury duty. This situation shall not exceed ten (10) working days per calendar year.

All uniforms required by Employer, shall be furnished by the Employer without charge including laundry cost.

ARTICLE 15. VACATIONS

All regular employees who have been in the continuous employment of the Employer for one year or more, averaging twenty-five (25) hours or more per week, shall be granted one week's vacation with pay.

All regular employees who have been in the continuous employment of the Employer for three years or more averaging twenty-five (25) hours or more per week, shall be granted two weeks vacation with pay.

All regular employees who have been in the continuous employment of the employer for ten years or more, averaging twenty-five (25) hours or more per week, shall be granted three weeks vacation with pay.

If a holiday, as listed in Article 7, hereof, occurs during an employee's vacation period, he or she shall be paid an additional day's pay or receive an extra day off in addition to the vacation pay.

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The season of the year for taking vacations shall be mutually agreeable between the employee and the Employer.

ARTICLE 16. UNION AFFILIATION

All new employees shall report to the Union office before beginning to work and register, and must become members of the Union within thirty-one (31) days after their employment date and remain in good standing as a condition of employment consistent with the provisions of the Labor Management Relations Act of 1947 as amended.

All employees covered by this Agreement working at the time this contract is signed must acquire membership in Local No. 655 within thirty-one (31) days of their employment date, or the effective date of this contract, whichever is later, and remain members in good standing for the duration of their employment, consistent with the provisions of the Labor Management Relations Act of 1947, as amended.

ARTICLE 17. STEWARDS

a. The Union shall have the right to designate a Shop Steward for each store, who shall have top ranking seniority (during the term of his office), irrespective of actual length of service, in case of layoffs.

The Employer agrees to permit an authorized representative or officer of the Union to have free access to the stores at all hours in which said stores are open for business to satisfy the Union that the terms of the Agreement are complied

with, but such representative or officer shall not interfere with the duties of any of the said employees or the business of the Employer.

ARTICLE 18. GRIEVANCE PROCEDURE AND ARBITRATION

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

Step 1. By conference between the aggrieved employee, the Shop Steward, or both, and the Store Manager.

Step 2. By conference between the Business Representative of the Union and the Supervisor of the Company.

Step 3. By conference between an official or officials of the Union and the Unit Head, a representative of the Company, delegated by the Unit Head, or both.

Step 4. In the event the last step fails to settle the complaint, it shall be promptly referred to the Arbitration Board.

The Arbitration Board shall consist of one (1) person appointed by the Union and one (1) person appointed by the Employer, and an impartial third (3rd) party chosen by the first two (2). If the third (3rd) arbitrator cannot be chosen within three (3) days then the Federal Mediation and Conciliation Service will be requested to furnish a panel of names from which the third (3rd) arbitrator may be chosen. The decision of the majority shall

be binding on both parties. The expenses of the third (3rd) arbitrator shall be paid for jointly.

The Employer may at any time discharge any worker for proper cause. The Union may file a written complaint with the Employer within seven (7) days after the date of discharge, asserting that the discharge was improper. Such complaint must be taken up promptly, and if the Employer and the Union fail to agree within five (5) days, it shall be referred to the Board of Arbitration. Should the Board determine that it was an unfair discharge, the Employer shall re-instate the employee and pay him compensation at his regular rate for the time lost. Such a complaint must be settled within twenty (20) days from its receipt, including the decision of the Arbitration Board.

Grievances must be taken up promptly, and no grievance will be considered, discussed, or become arbitrable which is presented later than seven (7) days after such has happened.

The Employer shall have the right to call a conference with a shop steward or officials of the Union for the purpose of discussing his grievance, criticisms, or other problems.

Grievances will be discussed only through the outlined procedure, except in cases where there are no shop stewards Step 1 shall be omitted.

There shall be no lockout or cessation of work pending the decision of the Arbitration Board.

ARTICLE 19. NO STRIKE - NO LOCK-OUT

During the term hereof the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business by the Union of its members, except where members of Local No. 655 are affected.

The Employer agrees that there shall be no lockout.

ARTICLE 20. UNAUTHORIZED ACTIVITY

The Employer and the Union mutually agree that in the event of an unauthorized strike or slow-down by an employee or employees that the Employer will not file or press suits for monetary damages against the Union. The Union agrees that it will immediately take every reasonable means to induce the employee or employees to return to their jobs or resume standard production. Should such employee or employees refuse to return to work or to resume normal production, the Employer may exercise whatever disciplinary action it deems proper against such employee or employees, including discharge, lay-off, loss of seniority rights, or other privileges granted employees under this contract or the Employer policy.

ARTICLE 21. SAVINGS CLAUSE

Should any portion of this agreement, or any provision herein contained be finally rendered or declared illegal or

an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of any court of competent jurisdiction or by the decision of any authorized governmental agency, including the National Labor Relations Board, such invalidation of such portion or provision of this agreement shall not invalidate the remaining portions thereof; provided, however, upon any such final invalidation the parties agree to meet immediately and negotiate substitute provisions for such portions or provisions rendered or declared illegal or an unfair labor practice. The remaining portions or provisions shall remain in full force and effect.

ARTICLE 22. STORE CARD, BUTTONS

The Union Store Card may be displayed in all places where members of Local No. 655 are employed exclusively. The store card shall be removed at the request of the Union.

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

The Union shall use its best efforts, as a Labor organization, to enhance the interests of the Employer as an employer of Union Labor. 52
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ARTICLE 23. VETERAN RIGHTS

Seniority rights shall accumulate during the absence of any employee who volunteers or is drafted under the Selective Service Proclamation Act, and such employee shall be reinstated to his former position or a similar position, provided the employee applies for same within

ninety (90) days after honorable discharge from service and is physically fit.

ARTICLE 24. SUCCESSOR CLAUSE

In the event of a change of ownership of the operation, whether it be voluntary, involuntary, or by operation of law, the Employer shall immediately pay off or make provisions for all obligations, including accumulated wages, pro rata of earned vacations, Health and Welfare payments, accumulated prior to the date of the change of ownership.

If any owner or Employer hereunder sells, leases or transfers his business or any part thereof, whether voluntary, involuntary, or by operation of law, it shall be his obligation to advise the successor, leasee or transferee of the existence of this Agreement and such successor, leasee or transferee shall be bound fully by the terms of this Agreement and shall be obligated to pay the wages, vacations, Health and Welfare payments, and comply with all other conditions of this Agreement in effect at the time of the sale, lease or transfer, and, in the event the seller or transferrer fails to pay his obligations hereunder, shall assume all obligations of this Agreement in the place and stead of the Employer signatory thereto the same as if he had been the Owner or Employer from the beginning.

This Agreement shall be binding upon the heirs, executors, and administrators and assigns of the parties hereto.

ARTICLE 25. PICKET LINES

The failure of any employee to cross

or work behind a picket line which has been officially recognized by the St. Louis Labor Council shall not constitute a violation of this Agreement. The Employer shall not discriminate against the employee in any way for exercising said prerogative. The Union and the Employer agree that neither will make any rules or regulations conflicting with the terms of this Agreement.

ARTICLE 26. HEALTH AND WELFARE

The Employer agrees for the duration of this Agreement to pay on the First day of each month into the "Retail Store Employees Union, Local No. 655 Welfare Fund" the sum of \$13.00 per month for each of his employees, covered by this Agreement, and/or such other employees whom the Company desires to participate in this plan, who on the First day of such month has been employed for three (3) months or more, has worked an average of 80% of the basic work week, and whose primary job is with the Employer. The \$13.00 monthly payment shall be frozen at that figure and shall not be subject to negotiation through April 30, 1965).

In the event of illness or injury the Employer agrees to pay three payments after the date in which the illness or injury occurs.

In the event covered employees are reduced and work less than an average of 80% of the basic work week hours during a calendar month no Welfare premiums are required to be paid. In the event such employee again works an average of more than 80% of the basic

work week hours during a calendar month Welfare premiums must be paid without any further waiting period. It is agreed that there shall be no waiting period for qualified returning service men and women.

The sum so paid into said Welfare Fund shall be held in trust in said Welfare Fund and shall be used for the purpose of purchasing Group Life Insurance, Group Accidental Death and Dismemberment Insurance, Group Accident and Sickness Insurance, Group Hospital Insurance, and Group Surgical Expense Insurance for the employees and their dependents of the Employer.

The above paragraph shall not be construed to cover dependents with Group Life Insurance and Group Accident and Sickness Insurance.

A copy of the Trust Agreement and any amendments thereto shall be made a part hereof as fully as if herein at length set forth.

ARTICLE 26. PENSION PLAN

a. Subject to the terms of this Article, effective January 1, 1963, the Employer shall pay Four Cents (4c) per hour for all hours worked at straight time, including vacations and holidays, with a maximum of forty (40) hours for ALL employees covered by this Agreement into the Employer-Union Pension Fund, which shall be jointly administered by the Union and the Employer as provided in an Agreement establishing such Pension Fund. (The 4c per hour payment shall be frozen at that figure and shall not be

subject to negotiation through April 30, 1965.)

b. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan, shall among other things, provide that all benefits under the plan and costs, charges, and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income therefrom shall be paid out of the Pension Fund.

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

d. It is understood and agreed that any and all steps necessary and advisable will be taken to obtain and maintain the approval and rulings of government agencies as outlined in c above, but payment of contributions to the Fund will not be withheld or delayed pending such approval and rulings, provided, however, that if such plan is disapproved, then all contributions made by the Employer to the Pension Fund will be refunded to the Employer

e. The Employer shall be represented by two (2) of its employees, or by some

other representative on the Board of Trustees administering such Pension Plan.

A copy of the Trust Agreement and any amendments thereto shall be made a part hereof as fully as if herein at length set forth, when adopted.

Accepted for

**RETAIL STORE EMPLOYEES UNION,
Local No. 655, AFL-CIO.**

By -----

By -----

Accepted for

By -----

By -----

Current sales volume, excluding meat,
\$-----per week.

The following are corrected paragraphs of Articles and pages as indicated:

ARTICLE 9, Rest Periods, Page 8

Full-time female employees and male clerks, working as checkers, shall receive two rest periods daily of fifteen (15) minutes each without loss of pay. The first shall occur in the morning and the second in the afternoon, or the first in the afternoon and the second in the evening. Part-time female employees, and male clerks working as checkers, who work four (4) consecutive hours shall be entitled to one fifteen (15) minute rest period without loss of pay. The rest period shall be in lieu of and not in addition to the previous informal rest periods.

ARTICLE 10, Department Heads, Page 11

The Company and the Union will negotiate as to which stores shall have a Head Grocery Clerk, a Head Produce Clerk, and a Head Checker.

**ARTICLE 11, Schedule and Guarantee,
Page 12**

Starting time for regular employees shall not be changed without twenty-four (24) hours or more notice to each employee affected by such change.

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