

9/7/75-9/9/78

(New Agreements based on present Kroger contract plus following changes:)

PREAMBLE

REC'D MEMS. DEPT. DEPT.
SEP 30 1975
ANS

This Agreement has been entered into by and between hereinafter referred to as the "Employer", and Retail Clerks Union, Local No. 455, chartered by the Retail Clerks International Association, AFL-CIO, hereinafter referred to as the "Union"

ARTICLE 1. - RECOGNITION OF THE UNION AND BARGAINING UNIT

590963
67912
at 9/14
*3

Safeway -- add Texas City into Metropolitan Houston contract
-- separate bargaining unit for Huntsville, same contract

#6848
9/75

Weingarten -- add employees of Sav-Mor Discount Pharmacies, excluding professional employees

Kroger -- no change in bargaining unit

Rice -- add Walker County

45 stores
unit size 622

RECEIVED
FEB 18 1978
Un.
622 stores

ARTICLE 2. - UNION STORE CARD

The Union agrees to issue Union Store Cards to the Employer under the rules governing Union Store Cards as set forth in the Constitution of the Retail Clerks International Association. Such Union Store Cards are and shall remain the property of said International Association, and the Employer agrees to surrender said Union Store Cards to an authorized representative of the Union upon demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union Store Card is issued. Union Store Cards will be displayed in a public area in all stores covered by this Agreement.

ARTICLE 3. - UNION SECURITY

A. During the life of this Agreement, the Employer shall deduct initiation fees and regular monthly dues from the first (1st) pay of each month of the employees who are members of the Union and who individually and voluntarily certify in writing on the check-off authorization form for such deductions. Such authorization shall be binding on the employees for the duration of this Agreement unless the authorization is revoked in accordance with the provisions of the Taft-Hartley Act of 1947, as amended. No deduction shall be discontinued until the Employer has verified through the Union that the employee's request for withdrawal is timely and proper. The Union shall certify in writing a list of its new members, together with signed authorization cards, with an itemized list of such initiation fees and dues to be deducted from such members.

The Employer shall promptly remit all sums deducted in this manner to the Union. Timing for such deductions may be worked out locally between the Employer and the Union.

Upon request by the Union, Employers with mechanical facilities and capabilities shall deduct dues on a weekly basis and remit such dues monthly to Local No. 455.

F. Within the first forty-eight (48) hours of employment of a new employee, the manager of the retail establishment shall explain to the new employee that he has the right to join the Union and shall introduce such new employee to the store steward or business representative during working hours and shall give the store steward or business representative time to explain the Union contract, to answer any questions, and to sign the new employee for Union membership. (Such time shall not be an undue burden to the Employer.)

NEW ARTICLE - CLERKS WORK

To prevent the erosion of bargaining unit work driver salesmen, book salesmen, or sales representatives shall not perform work or services in the Employer's retail establishments in excess of the prevailing practice in the industry in the areas covered by this Agreement at the time of this Agreement.

NEW ARTICLE - TECHNOLOGICAL CHANGE

The parties recognize that automated equipment and technology is now available for the retail food industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time, the Union recognizes that the Employer has the right to avail itself of modern technology. With this common objective the parties agree as follows:

In the event the Employer introduces major technological change which for the purpose of this Article is defined as price marking and electronic scanner which would have a direct material impact affecting bargaining unit work, sixty (60) days advance notice of such change

will be given to the Union.

In addition, the parties agree:

1. The Employer has the right to install such equipment
2. Any training or necessary retraining will be furnished expense free by the Employer to affected employees.
3. Where employees would be displaced by such installation the Employer will make every effort to affect a transfer.
4. If an employee is not retrained or transferred and would be displaced as a direct result of major technological change, as defined above, then the employee would qualify for separation pay if:
 - (a) The employee has two (2) or more years of continuous service.
 - (b) Does not refuse a transfer within a twenty-five (25) mile radius.
 - (c) Does not refuse to be retrained.
 - (d) Such action does not occur more than one (1) year from date of installation.
 - (e) Does not voluntarily terminate employment.
5. Severance pay would be paid at the rate of one (1) week's pay for each year of service in excess of two (2) years not to exceed eight (8) weeks.
6. Severance pay would equate the average number of hours worked the fifty-two (52) weeks preceding displacement, not to exceed forty (40) hours straight-time pay.

ARTICLE 5. - SENIORITY

A. DEFINITION:

3. Seniority shall be by classification as shown in the wage schedule of this Agreement. Seniority shall be on a store, zone or district, city and contractual basis in the Houston area and in other areas on a store, city, zone or district, and contractual basis. (EXPLANATION: "Full-time" is deleted from beginning of second sentence.)

4. Delete. (EXPLANATION: Scope of part-time seniority is broadened above, so this paragraph not needed.)

ADDED PARAGRAPH: Part-time employees shall have first choice for regular full-time jobs based on seniority, provided they are capable of performing the work. Employees desiring such full-time jobs shall notify the _____ manager in writing by either January 20th and July 20th of each year that they desire full-time work and are available. Such request will be for any full-time jobs that might occur during a six (6) months' period from the first day of each month following such specified date.

B. SENIORITY LISTS:

Seniority lists shall be established and maintained and such records shall be available to the Union at all times. Full-time employees shall have seniority over part-time employees. A full-time employee reduced to part-time shall retain his or her seniority.

C. CHOICE OF SCHEDULES AND HOURS:

1. Employees by classification and job assignment shall be entitled to a choice of a total weekly schedule by seniority. This claim must be made by 12:00 Noon Saturday after the posting of the schedule for the succeeding week's hours of work. An employee shall be permitted to exercise his or her claim for a weekly schedule only once in every ninety (90) days unless his or her schedule is changed for more than one week. (Changes of a total of four hours or less per week shall not be considered a schedule change.) Such schedule shall not be arbitrarily or capriciously changed by the Employer.

2. Full-time employees by classification within a store and where the employee is qualified to do the work available, will be given the daily and weekly schedule with the most hours by seniority. Schedules will be arranged to provide senior full-time employees with as many full forty (40) hours-per-week schedules as is consistent with the requirements of the business with the understanding that hours will not be added unnecessarily to accomplish this objective.

3. Part-time employees by classification with the most seniority within a store and where said employee is qualified to perform the work and is available will be given the remaining weekly schedules with the most hours.

D. LAY-OFF, RECALL AND VACATIONS:

1. Seniority by classification shall apply in permanent lay-off and recall provided the senior employee retained can perform the work available.

F. TRANSFERS:

1. In the matter of promotions or transfers from one type of work to the other, the Employer shall have the right to exercise the sole decision after giving due regard to seniority. The Company recognizes the Union's right to grieve in these matters.

ADD: Full-time employees desiring to transfer from one store to another store of the Employer shall make such request in writing to the Employer's zone or district manager and the personnel department with copy to the Union office. Such request shall remain on file with the Employer for a period of six (6) months, during which time, if the Employer has any opening occurring within their classification within any store or stores requested by the employee, the employee shall be granted such transfer providing the employee is qualified and available to work the schedule.

ARTICLE 6. - WORKING CONDITIONS

C. OVERTIME AND SUNDAY RATES: Overtime at the rate of time and one-half ($1\frac{1}{2}$) will be paid for all hours worked in excess of the work week or work day as set forth in A and B above, but in no case on both. Time and one-half ($1\frac{1}{2}$) will be paid for work performed on the sixth (6th) day worked in the work week, and for work performed on Sunday; however, in no event shall the same hours be used twice in computing premium time and/or overtime, except night premium shall be paid in addition to any other premium and/or overtime pay.

E. HOLIDAY RATE:

1. All work performed on a holiday shall be paid for at the premium rate of time and one-half ($1\frac{1}{2}$) the employee's straight time rate of pay and shall be in addition to any holiday pay the employee is entitled to under the contract. Effective with the beginning of the first pay period following the date of ratification of this Agreement, all work performed on a holiday shall be paid for at the premium rate of double (2) the employee's straight time rate of pay.

2. Delete (EXPLANATION: Present language "Employees not eligible for holiday pay will be paid time and one-half ($1\frac{1}{2}$) for hours worked on the holiday.")

F. NIGHT PREMIUM:

1. Effective the first full pay period following ratification of this Agreement, all employees shall receive a night premium of thirty cents (\$.30) per hour for all hours worked from 6:00 p.m. to 6:00 a.m. (Effective September 12, 1976, thirty-five cents (\$.35))

2. Delete. (EXPLANATION: Present language provides part-time employees, excluding courtesy clerks, with night premium on later hours.)

I. TRANSPORTATION ALLOWANCE:

Employees shall not be required to furnish their own transportation to conduct any business of the Employer. Employees who are authorized to use their own transportation to conduct any business of the Employer shall be reimbursed at the rate of twelve cents (\$.12) per mile.

J. WORK SCHEDULE:

1. The hours for each employee shall be scheduled by the Employer. A schedule for employees shall be posted by noon on Friday for the succeeding week and such schedule will not be changed during the week unless such requirement is necessitated because of sickness or emergencies ("emergency" means strike, fire, flood, etc.) Employees' schedules will not be changed to avoid the payment of overtime except as allowed herein.

3. All part-time employees scheduled for work by the Employer, except sacker carry-out and students working during the regular school term, shall be scheduled a minimum of twelve (12) hours work for such week. (EXPLANATION: Present language excluded utility.)

K. SHIFT INTERVAL:

The employee will be given ten (10) hours off duty between scheduled shifts. (EXPLANATION: Present language provides 8 hours off duty between shifts.)

M. REST PERIODS:

Employees working four (4) hours but less than six (6) hours in a work day shall receive one (1) paid, uninterrupted, fifteen (15) minute rest period. Employees working six (6)

or more hours in a work day shall receive two (2) paid, uninterrupted, fifteen (15) minute rest periods; one in the first part of the work day and the other in the second part of the work day. Employees working ten (10) or more hours in a work day shall receive a third (3rd) paid, uninterrupted, fifteen (15) minute rest period.

ARTICLE 7. - WAGES

B. Delete (EXPLANATION: Present language reads, "When an employee works less than a full week, payment for the time worked shall be computed by multiplying the hourly rate by the actual number of hours worked.")

ARTICLE 8. - HOLIDAYS

A. RECOGNIZED HOLIDAYS:

Present contract provides for New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday, employee's anniversary date of employment, and personal holiday.

New contract provides that beginning January 1, 1977, employees with one or more years' service shall be given one additional paid holiday to be added to vacation as per Little Rock, Arkansas contract.

B. ELIGIBILITY:

Employees who are absent of their own accord on either their scheduled work day preceding or their scheduled work day following the holiday shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive holiday pay, provided he or she worked any part of the holiday week. This paragraph does not apply to either the employee's birthday or anniversary date of employment holiday.

D. HOLIDAY PAY:

2. PART-TIME: A part-time employee shall be entitled to holiday pay for the holidays set forth in Paragraph A. above, provided he was scheduled for work in the holiday week and worked his scheduled hours in the holiday week. (EXPLANATION: Present language provides holiday pay for part-timer who has worked in twelve or more weeks.) Employees who are absent of their own accord during a holiday week shall be paid only for the hours actually worked except where absence is caused by proven illness or is excused by the Employer the employee shall receive the holiday pay provided he or she worked any part of the holiday week. Holiday pay shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week on the following basis:

20 hours or less -----	4 hours holiday pay
Over 20 hours but less than 32 hours-----	6 hours

ARTICLE 9. - VACATIONS

1. ELIGIBILITY: (Present contract provides maximum vacation of 4 weeks after 15 years service.)

New contract provides that effective January 1, 1976, fifth (5th) week of vacation after 20 years service.

3. GENERAL PROVISIONS:

B. If an employee qualifies for a one, two, three, or four week vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, he may take his earned vacation early or wait and take his cumulative earned vacation later in the year.

6. PART-TIME:

A. A part-time employee shall be granted a vacation under the same general rules as provided for full-time employees and part-time vacation will be figured on the number of hours in the vacation qualifying year divided by fifty-two (52). (EXPLANATION: Present language sets maximum vacation of two part-time weeks.)

ARTICLE 12. - LEAVES OF ABSENCE

A. PREGNANCY:

An employee shall be granted a pregnancy leave of absence when request for such is accompanied by the attending doctor's statement certifying that the employee is pregnant and giving the anticipated beginning date of such leave, subject to the same general requirements as specified for sickness or injury leave of absence.

B. SICKNESS OR INJURY:

A leave of absence because of sickness or injury not to exceed ninety (90) days shall be granted to an employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time for a cumulative total of one (1) year, if requested and granted in writing supported by proper medical evidence prior to each expiration. The employee will notify the store manager by noon on Thursday of his desire to return to work and will be placed on the schedule of work for the succeeding week.

E. REQUIREMENTS:

1. Any employee desiring a leave of absence from the job shall secure written permission from the Employer with a copy to the Union, unless as otherwise specified in this Agreement, the length of absence to be agreed upon by the Employer and the employee. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved. Inability to work because of sickness or injury shall not result in the loss of seniority rights.

G. JURY DUTY AND APPEARANCES:

1. In case an employee is known to have served on any duly constituted jury, or to have been subpoenaed as a witness, he shall be paid for hours necessarily absent from work. Employees who assume responsibility of citizenship by serving in such capacity will be privileged to retain jury or witness fees in addition to their pay. (EXPLANATION: Present language continued, "but this privilege so far as jury fees are concerned will be extended only once in any three successive years.")

H. FUNERAL LEAVE:

If a member of an employee's immediate family shall die, said employee shall be paid for a reasonable period of absence depending upon the circumstances but not to exceed a maximum of three (3) scheduled work days. The term "immediate family" shall mean spouse, parent, child, brother, sister, grandchildren, grandmother, grandfather, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any relative residing with the employee.

ARTICLE 13. - GENERAL PROVISIONS

A. UNIFORMS:

Any uniform clothing deemed necessary by the Employer for its employees shall be furnished by the Employer and replaced as needed. Female employees shall be furnished uniform clothing of Dacron or similar type material.

B. BULLETIN BOARDS:

The Employer will provide a bulletin board in each store. Space will be provided to the Union for posting on such boards notices necessary for conducting Union business.

NEW PARAGRAPH: POLYGRAPH TESTS

Employees shall not be required to take a polygraph test.

ARTICLE 14. - UNION RIGHTS

A. (No change) Lengthy discussions between employees and representatives of the Union, including the store steward, or among themselves concerning disputes, shall not take place during working hours.

B. (No change) The manager of a store shall grant to any accredited Union official access to the store for the purpose of satisfying himself that the terms of this Agreement are being complied with.

NEW PARAGRAPH: Under normal conditions, contract administration will be handled d. g

the hours the manager, assistant manager or their designee are in the store. However, if the store is closed and/or the store manager is not on the premises, and when the Union has a reasonable cause to believe that the contract is being violated or where a member has requested representation, the Employer shall allow the Union access to the store provided the Union notifies the store manager of the specific time the Union desires access to the store, and the time is mutually agreed during that work shift.

ARTICLE 16. - HEALTH AND WELFARE

(Present Agreement provides for Employer to contribute \$42.00 per month for each employee who has worked an average of thirty-two (32) hours or more per week for a period of eight consecutive calendar weeks (256 hours).

Beginning with the first full pay period on or after December 1, 1975, the Employer agrees to contribute to the Health and Welfare Trust the sum of 22½¢ per hour for all hours paid each month up to forty (40) hours a week for all employees in the bargaining unit herein described, except probationary employees).

First full pay period on or after June 1, 1976 - 23½¢

First full pay period on or after June 1, 1977 - 25½¢

First full pay period on or after June 1, 1978 - 28½¢

Contributions to the Health and Welfare Trust Fund shall be discontinued as of the first of the month immediately following a layoff or leave of absence of thirty (30) calendar days or more except as otherwise provided below.

Contributions to the Health and Welfare Trust Fund shall be continued and paid by the Employer under the following conditions: (For the purpose of this paragraph alone, a "month's contribution" shall mean the hourly average paid on the employee for the four consecutive weeks prior to the employee's leave of absence or termination, not to exceed forty (40) hours per week.

1. In case of illness or non-work accident, six (6) months' contribution following the month in which the illness or non-work injury occurs.

2. In case of pregnancy, one (1) month's contribution after the month in which the employee begins her pregnancy leave of absence.

3. In case of compensable injury, six (6) months' contribution following the month in which the injury occurred.

4. The Employer agrees to pay the contribution to the Health and Welfare Trust Fund for any employee for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for just cause.

ARTICLE 17. - PENSION PLAN

(Present Agreement provides for 14¢ per hour)

Effective January 1, 1976 - 16¢

Effective January 1, 1977 - 18¢

Effective January 1, 1978 - 20¢

ARTICLE 18. - DISPUTE PROCEDURE

B. Step 4. In the event Step 3 fails to satisfactorily settle the complaint, it may be referred to arbitration by either party within fourteen (14) calendar days from receipt of the Employer's written decision and position on the complaint; otherwise, the grievance shall be considered null and void.

D. No grievance will be considered or discussed which is presented later than fifteen (15) calendar days after such has happened except monetary issues, which may be presented within six (6) months, and hourly wage rates and night premium claims which may be presented within one year. Grievances that have progressed through Step 1 of the dispute procedure must be submitted in writing to be considered in Step 2.

ARTICLE 19. - NO STRIKE, NO LOCKOUT

A. The Union agrees not to cause, ratify or sanction any strike, slowdown, or stoppage of work and the Employer agrees that there shall be no lockout of any employees during the term of this Contract.

B. The Employer agrees that nothing in this contract shall require any employee to report or to perform any work when to do so will require that he crosses a legal labor picket line in a primary labor dispute involving the Employer when such is sanctioned by Retail Clerks Union, Local No. 455. Provided, however, that Retail Clerks Union, Local No. 455 agrees that it will give the employer at least forty-eight (48) hours' notice after such primary picketing commences of its intention to sanction any such primary picket.

ARTICLE 21. - DURATION AND EXPIRATION

New contract to be effective September 7, 1975 through September 9, 1978.

LETTER OF AGREEMENT - REGISTER SHORTAGES

The Employer shall have the right to maintain and publish rules and regulations governing the operation of the cash registers. Such rules and regulations shall be posted in each store and made available to the employees. The reasonableness of such rules and regulations are subject to the grievance procedure.

The employees shall not be required or allowed to make up cash register shortages.

GENERAL PROVISIONS RELATIVE TO WAGE SCHEDULE

F. PREVIOUS EXPERIENCE:

1. (No change) Previous proven comparable experience within five (5) years from date of present employment, as shown on application for employment shall be the basis for determination of the new employee's rate of pay.
2. Claim for rate adjustment based on previous experience not listed on application for employment must be filed in writing within thirty (30) days from date of employment, otherwise the employee forfeits any claim under this provision.
3. (No change) In the event that the Employer is unable to verify previous experience, the employee and the Union shall be notified in writing. The employee shall have ten (10) days from receipt of such notice in which to file a grievance.

SCHEDULE "A" - WAGES

	<u>EFFECTIVE</u> <u>9-7-75</u>		<u>EFFECTIVE</u> <u>3-7-76</u>		<u>EFFECTIVE</u> <u>9-12-76</u>		<u>EFFECTIVE</u> <u>9-11-77</u>		<u>EFFECTIVE</u> <u>3-24-78</u>
	<u>FULL</u> <u>TIME</u>	<u>PART</u> <u>TIME</u>	<u>FULL</u> <u>TIME</u>	<u>PART</u> <u>TIME</u>	<u>FULL</u> <u>TIME</u>	<u>PART</u> <u>TIME</u>	<u>FULL</u> <u>TIME</u>	<u>PART</u> <u>TIME</u>	
<u>CLERKS</u>									
1st 6 mo.	2.995	2.965	2.995	2.965	3.25	3.23	3.51		3.51
2nd 6 mo.	3.40	3.36	3.40	3.36	3.70	3.68	4.00		4.00
3rd 6 mo.	3.80	3.76	3.80	3.76	4.10	4.08	4.40		4.40
4th 6 mo.	4.40	4.36	4.40	4.36	4.70	4.68	5.00		5.00
Thereafter	5.00	4.93	5.20	5.13	5.55	5.51	5.90		6.00
<u>SALES</u>									
1st 6 mo.	2.915	2.885	2.915	2.885	3.17	3.15	3.43		3.43
2nd 6 mo.	3.33	3.29	3.33	3.29	3.63	3.61	3.93		3.93
3rd 6 mo.	3.67	3.63	3.67	3.63	3.97	3.95	4.27		4.27
4th 6 mo.	4.14	4.11	4.14	4.11	4.44	4.42	4.74		4.74
Thereafter	4.74	4.66	4.94	4.86	5.29	5.25	5.64		5.74
<u>LUNCH</u>									
1st 6 mo.	2.76	2.74	2.76	2.74	2.88	2.86	2.98		2.98
2nd 6 mo.	3.22	3.19	3.22	3.19	3.42	3.40	3.62		3.62
After 12 mo.	3.70	3.67	3.90	3.87	4.15	4.13	4.40		4.40
<u>UTILITY</u>									
1st 6 mo.	2.78	2.76	2.78	2.76	2.90	2.89	3.00		3.00
2nd 6 mo.	3.30	3.27	3.30	3.27	3.50	3.48	3.70		3.70
After 12 mo.	3.75	3.72	3.95	3.92	4.20	4.18	4.45		4.45
<u>SACKER-</u> <u>CARRY-OUT</u>	2.30		2.30		2.50		2.75		2.75

NOTE:

Department Managers to receive same amount of increase as the top rate in their respective department.

Present employees in Clerks and Sales classifications to receive 35¢ per hour increase or the above rates, whichever is the greater.

Present employees in Lunch and Utility classifications to receive 25¢ per hour increase or the above rates, whichever is the greater.

AMENDMENT AND EXTENSION TO AGREEMENT

15000 9/6/75
#590903
UNION 9/24

This Amendment and Extension to Agreement entered into this 02 day of 1973, 1973, by and between Rice Food Markets, Inc. hereinafter referred to as the "Employer", and Retail Clerks Union, Local No. 455, chartered by the Retail Clerks International Association, AFL-CIO, hereinafter referred to as the "Union".

The Employer and the Union agree to amend the existing Collective Bargaining Agreement to the following extent:

ARTICLE 6. WORKING CONDITIONS

J. WORK SCHEDULE

3. Effective September 1, 1974, all part-time employees scheduled for work by the Employer, except sacker carry-out, utility clerks and students working during the regular school term, shall be scheduled a minimum of twelve (12) hours work for such week.

ARTICLE 7. WAGES

Amended Schedule "A" attached.

ARTICLE 8. HOLIDAYS

Add to Section A.:

Effective March 1, 1975, employees shall be given a personal holiday, mutually agreed on by the employee and the Employer, after they have completed one year of service with the Employer.

ARTICLE 16. HEALTH AND WELFARE

Add to Section C.:

Effective with the contribution due on October 1, 1974, the Employer shall contribute forty-two (\$42.00) dollars per month on each eligible employee to the Southcentral Division Retail Clerks Unions and Employers Health and Welfare Trust under the conditions set forth in Section A above.

for statistical purposes only

Note:

This is an extension to the agreement you have on file

5/28/75

ARTICLE 17. PENSION PLAN

Add to Section A.:

Effective October 1, 1974, the amount of contributions shall be twelve cents (\$.12) per hour for all hours as provided in Paragraph A above.

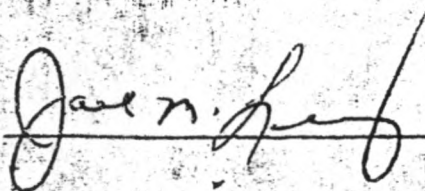
Effective January 1, 1975, the amount of contributions shall be fourteen cents (\$.14) per hour for all hours as provided in Paragraph A above.

ARTICLE 21. DURATION AND EXPIRATION

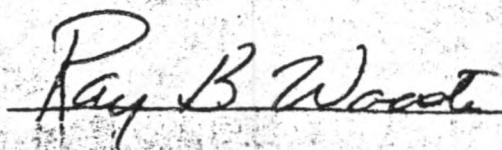
B. This Amendment and Extension to the Agreement effective from September 9, 1971 through September 7, 1974, shall be effective from July 5, 1973 through September 6, 1975, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party at least sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire of termination or changes in this Agreement.

IN WITNESS WHEREOF the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this ____ day of _____, 1973.

FOR THE EMPLOYER



FOR RETAIL CLERKS UNION, LOCAL NO. 455



SCHEDULE "A" - WAGES

CLASSIFICATIONS	EFFECTIVE 7-5-73		EFFECTIVE 3-10-74		EFFECTIVE 9-8-74		EFFECTIVE 3-9-75	
	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME	FULL TIME	PART TIME
<u>STOCKERS & PRODUCE</u>								
1st 6 months	2.55	2.53	2.70	2.67	2.845	2.815	2.995	2.965
2nd 6 months	2.585	2.555	2.755	2.715	2.925	2.885	3.075	3.035
3rd 6 months	2.72	2.69	2.915	2.875	3.11	3.07	3.26	3.22
4th 6 months	3.12	3.09	3.38	3.34	3.67	3.63	3.82	3.78
After 2 years	3.52	3.44	3.77	3.70	4.06	3.99	4.21	4.14
<u>CLERKS, COURTESY BOOTH, CHECKERS</u>								
1st 6 months	2.55	2.53	2.70	2.67	Same as		Same as	
2nd 6 months	2.59	2.56	2.755	2.715	STOCKERS &		STOCKERS &	
3rd 6 months	2.71	2.68	2.915	2.875	PRODUCE		PRODUCE	
4th 6 months	3.11	3.09	3.38	3.35	rates		rates	
After 2 years	3.49	3.42	3.77	3.70	above		above	
<u>SALES, DRUG, TOBACCO, BAKERY CLERKS</u>								
1st 6 months	2.44	2.42	2.61	2.58	2.765	2.735	2.915	2.885
2nd 6 months	2.50	2.47	2.68	2.64	2.86	2.82	3.01	2.97
3rd 6 months	2.60	2.57	2.79	2.75	2.98	2.94	3.13	3.09
4th 6 months	2.94	2.92	3.17	3.14	3.41	3.38	3.56	3.53
After 2 years	3.32	3.25	3.55	3.48	3.80	3.72	3.95	3.87
<u>HEAD COURTESY BOOTH OPERATOR</u>								
	3.68		3.97		4.27		4.42	
<u>UTILITY</u>								
1st 6 months	2.36	2.35	2.50	2.48	2.63	2.61	2.78	2.76
2nd 6 months	2.47	2.45	2.64	2.61	2.81	2.78	2.96	2.93
After 12 months	2.71	2.69	2.86	2.81	3.08	3.05	3.23	3.20
<u>COURTESY CLERKS</u>								
1st 6 months		1.82		1.84		1.96		2.11
After 6 months		1.87		1.89		2.01		2.16
<u>PRODUCE MANAGERS</u>								
Group A	3.99		4.295		4.51		4.66	
Group B	4.24		4.545		4.76		4.91	
Group C	4.46		4.765		4.98		5.13	

OVER-RATE INCREASES

All employees on the top rates or above shall receive the above rates for their respective classifications or the following increases, whichever is the greater:

<u>STOCKERS, PRODUCE</u>	.62	.25	.29	.15
<u>CLERKS, COURTESY BOOTH, CHECKERS</u>	.72	.28	.29	.15
<u>SALES, DRUG, TOBACCO BAKERY CLERKS</u>	.60	.23	.25	.15
<u>HEAD COURTESY BOOTH OPERATOR</u>	.77	.57	.30	.15
<u>UTILITY</u>	.51	.15	.22	.15
<u>COURTESY CLERKS</u>	.05	.10	.04	.15
<u>PRODUCE MANAGERS</u>	.47	.265	.215	.15

APPENDIX A TO SCHEDULE "A" - WAGES

COST OF LIVING LANGUAGE

A cost of living allowance shall be paid on all hours paid on December 26, 1976, October 24, 1977, and March 24, 1978 based on the rise in the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers, all cities, (1957 - 1959 = 100) as published by the Bureau of Labor Statistics (BLS). Each 4/10 rise in the CPI = 1 cent.

The first COLA shall be payable on December 26, 1976, based on the changes in the CPI from December 1, 1974 through November 30, 1975.

The second COLA shall be payable on October 24, 1977, based on changes in the CPI from December 1, 1975 through November 30, 1976.

The third COLA shall be payable on March 24, 1978, based on the changes in the CPI from December 1, 1976 through May 31, 1977.

The amount of any allowance, in effect at the time, shall be included in computing any payments under this agreement which are based on the regular hourly rate.

No adjustments, retroactive or otherwise, shall be made due to any revision that may be made in the published figures of the BLS Consumer Price Index after the amount of the cost of living adjustment has been determined and applied to the hourly base rates of pay.

In the event the CPI shall be revised or discontinued, and in the event that the BLS U. S. Department of Labor does not issue information which will enable the Company and the Union to determine what the CPI would have been had it not been revised or discontinued, the Company and the Union will negotiate and agree upon an appropriate substitute for the CPI.

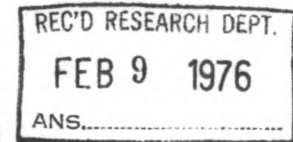
COLA payments shall become part of the regular base rate, per Schedule "A" - Wages.

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



February 6, 1976

Retail Clerks International
Association
Suffridge Building
1775 K Street, Northwest
Washington, D.C. 20006



Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the Rice Food Markets, Inc., covering the Retail Food Stores in Harris, Galveston and Montgomery Counties, Texas with your local 455. The agreement we have on file expired September 1975.

Would you please send us a copy of your current agreement--with any supplements (e.g., employee-benefit plans) and wage schedules--negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JULIUS SHISKIN
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

IF MORE THAN ONE AGREEMENT, USE BACK OF FORM FOR EACH DOCUMENT

- 1. Approximate number of employees involved - - - - - 622
- 2. Number and location of establishments covered by agreement 45
- 3. Product, service, or type of business Food
- 4. If your agreement has been extended, indicate new expiration date _____

Julius Shiskin
(Your name and position)

(Area code and tel. no.)

(Address)

(City, State, ZIP code)