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WHOLESALE DELIVERY DRIVERS AGREEMENT

Effective September 3, 1979, to and including September 5, 1982

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WHOLESALE DELIVERY DRIVERS

AGREEMENT

Effective September 3, 1979, to and including September 5, 1982

ARTICLE I - BARGAINING UNIT

A. This Agreement, made this _____ day of _____, 197__, by and between the FOOD EMPLOYERS COUNCIL, INC., on behalf of its MEMBERS (named in the attached list) and UNAFFILIATED GROCERY COMPANIES, signatory hereto, first party, hereinafter called the Employer, and LOCAL UNION, NO. 87, 467, 542, 631, 692, 848, 871, and 952, chartered by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, second party, hereinafter referred to as the Union, is in the mutual interest of the Employer and employees.

B. The bargaining unit and its manner of functioning as described in that certain Letter of Agreement dated September 26, 1979, between the Local Unions signatory hereto and the Food Employers Council, Inc., (which is incorporated by reference herein), shall not be changed during the term of this or succeeding agreements except by agreement of the parties, subject to both of the following conditions precedent:

1. Both Employer and Union, as defined above, approve the proposed change. Approval by the Union of such change, if any, in the bargaining unit described herein, shall require approval by a majority vote of the employees voting in the unit covered by this Agreement.

2. The request for the proposed change shall be made in accordance with the termination and reopening provisions of this Agreement.

C. The Employer agrees to abide by the jurisdictional rules and decisions of Teamsters Joint Council No. 42. This provision shall have no effect on the Employer's methods of distribution and work assignment except that the employee or employees in question shall hold membership in the Local Union designated by Joint Council No. 42.

D. It is recognized that the different methods of operation by the several companies covered by this Agreement have required, from time to time, the establishment of varying company practices as well as understandings between unions and companies on the matter of driver assignments. Subject to Paragraph C above, it is agreed that nothing contained in this Agreement shall prevent any individual company and union or unions from reaching an agreement or agreements pertaining to systems or methods of driver assignment and matters relating thereto.

ARTICLE II - EMPLOYEES COVERED

A. This Agreement shall cover and apply to employees of the Employer employed in jobs classified in the schedule attached hereto at the Employer's place or places of business within the geographical jurisdiction of the Union.

B. The Employer hereby recognizes the Union as the sole collective bargaining agent and representative of all employees covered by this Agreement and no employee covered herein shall be subject to an individual agreement. The Union hereby recognizes the Food Employers Council, Inc., as the sole bargaining agent and representative of all its members.

ARTICLE III - UNION SECURITY

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in

good standing, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) calendar day following the effective date of this Agreement, become and thereafter remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) calendar day following the beginning of such employment, become and thereafter remain members in good standing in the Union. Good standing shall be defined as timely payment of regular dues and initiation fees, including re-initiation fees, uniformly applied to all members.

B. The Employer shall discharge an employee at the expiration of seven (7) calendar days following receipt of written notice from the Union that the employee has failed to complete or maintain membership in good standing in the Union, unless the employee has corrected the deficiency and the Employer is so notified within the seven (7) days.

C. When new or additional employees are needed, the Employer shall notify the Union of the number and classification of employees needed. The Union shall promptly nominate applicants for such jobs. The Company shall choose between any nominees of the Union and any other applicants based upon their respective qualifications. No applicant will be preferred or discriminated against because of membership or nonmembership in the Union, nor because of race, color, creed, sex, age or national origin. Nothing in the above shall restrict the Employer in his right to select the applicant who best meets the qualifications for the job to be filled.

D. The Employer agrees to notify the Union promptly of all terminations and hires.

ARTICLE IV - MANAGEMENT RIGHTS

All rights of the Employer not specifically limited by the terms of this Agreement are hereby reserved to the Employer. Further, it is understood by the parties that the negotiations resulting in this Agreement provided ample opportunity for all matters to be considered and this Agreement shall not be construed to contain any matter not specifically set forth.

ARTICLE V - DISCHARGES AND SENIORITY

A. The Employer shall have the right to discharge any employee for good cause, such as dishonesty, incompetency, drinking while on duty, intoxication and failure to perform work as normally required. Willful falsification of a material fact on an application shall be cause for immediate discharge.

B. Except for discharge for dishonesty, intoxication, flagrant insubordination, or flagrant disobedience of posted company rules, an employee shall not be discharged or subject to disciplinary layoff unless he has had one previous warning notice in writing with a copy to the Union for an offense committed within 365 days prior to the date of discharge. Failure by the employee or the Union to protest or grieve on a warning notice at the time of issuance shall not, in itself, constitute an agreement or admission of the validity of the warning notice or the gravity of the alleged offense.

C. In applying the language of Paragraph B above, any questions that may arise with respect to the reasonableness of posted company rules, shall be submitted to a committee of the Food Employers Council, Inc., and the Joint Council of Teamsters No. 42. In the event the parties are unable to agree, the matter shall then proceed in accordance with the terms of Article XVII, Grievance and Arbitration Procedure.

D. It is further agreed that any employee who shall be discharged, suspended or laid off shall have the right to secure a review of such discharge, suspension or layoff by making written request to the Employer not later than ten (10) calendar days after such discharge, suspension, or layoff; that promptly after the receipt of such a request, the Employer

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shall appoint a time for such review, giving notice to such employee and the Union that the time so appointed shall not be more than seven (7) days after the Employer's receipt of such request, and that the Union shall, if it is not satisfied with the decision of the Employer pursuant to such review, have the right to submit said disputed matter to a Board of Arbitration (hereinafter defined).

E. Seniority means length of continuous service without break. Any break (as hereinafter defined) in continuity will cancel seniority theretofore accrued, and seniority can be acquired after such break only by reemployment, in which case seniority will date from such reemployment. Break in continuity of service, with resulting cancellation of seniority will result from any of the following:

1. Discharge;

2. Resignation or other termination of service by voluntary act of employee;

3. Continued absence of six (6) months or more from work by involuntary act of employee for causes other than illness, injury, or leave of absence, i.e., layoff by Employer (example: an employee with one (1) year's service who is laid off for a period of five (5) months and twenty-nine (29) days, if he is rehired to the job on the last day of the six-month period, shall not forfeit his accrued seniority of one (1) year. He thus returns to the job with one (1) year's seniority. Should the same employee not have returned to the job until after the six (6) months had elapsed, he shall, in respect to seniority, be considered a new employee); E16-17 05

4. Absence without good cause;

5. In the case of an employee with less than one (1) year's service with the Company, any absence of more than six (6) months due to illness or injury.

F. Seniority shall prevail in demotions occurring as a result of reductions in the work force, layoffs, and rehiring, provided the senior employee can perform the work required. Seniority shall prevail in promotions, qualifications and ability to perform work as required being equal. In the case of rehire, the Employer agrees to notify by letter the laid-off employee, who by the seniority rule is eligible to fill a job vacancy when such vacancy exists. A copy of such letter to such employee shall be sent to the Union simultaneously. If no word is received by the Company within seventy-two (72) hours of such notice to such employee, the vacancy may be filled according to the terms of Article III. The Employer's obligation to employees who have been laid off due to lack of work shall cease after such employee has been laid off the payroll for six (6) months, or in the case of an employee with less than one (1) year's service with the Company, any absence of more than six (6) months due to illness or injury.

G. Employees shall be required to give one (1) week's notice to the Employer before voluntarily terminating their services. The Union agrees to make every effort to secure employee compliance with this provision. Employees who have been employed by the Company one (1) or more years and who are laid off because of lack of work and/or a reduction in the work force, shall be entitled to one (1) week's notice of such termination of employment, such notice to be given no later than the first (1st) half of the first (1st) shift of the employee's last workweek. It is expressly understood that employees who are discharged for cause or who voluntarily quit, shall not be entitled to such termination notice.

H. Seniority will not, however, be established until after the employee has been in the service of the Employer thirty (30) days. The

first thirty (30) days' continuous service of any employee's employment shall be probationary but no employee shall be laid off during such probationary period to avoid his classification as a regular employee. As soon as seniority is established, same shall date from the original date of employment.

ARTICLE VI - WAGES AND CLASSIFICATIONS

A. Attached hereto and recognized as a part of this Agreement is a schedule of wages and classifications, marked "Exhibit 'A'," which shall be the minimum standard of wages for the enumerated classifications.

B. All employees covered by this Agreement shall be covered by the provisions for a cost-of-living allowance, as set forth in this Paragraph.

1. Using the July, 1979, Los Angeles Consumer Price Index for Urban Wage Earners and Clerical Workers, Revised Series (1967=100) as a base, adjust hourly rates of pay, effective March 3, 1980, by one cent (1¢) for each full .45 points that the January, 1980, Index exceeds 3.0 points over the base Index of July, 1979, and effective September 1, 1980, adjust hourly rates of pay, based upon the Index of July, 1980, in the same manner, less the 3.0 point corridor and any cost-of-living pay increase received on March 3, 1980.

2. Using the Los Angeles Index for July, 1980, as the second-year base, adjust hourly rates of pay, effective March 2, 1981, and on September 7, 1981, in the same manner and amount as set forth in (1) above, to the extent that the January, 1981, Index exceeds 3.0 points over the July, 1980, base Index, and the July, 1981, Index exceeds 3.0 points over the July, 1980, base Index, less any cost-of-living pay increase received on March 2, 1981.

3. Using the Los Angeles Index for July, 1981, as the third-year base, adjust hourly rates of pay, effective March 1, 1982, in the same manner and amount as set forth in (1) above to the extent that the January, 1982, Index exceeds 3.0 points over the July, 1981, base Index.

4. Each of the above adjustments will be no less than fifteen cents (15¢) per hour, guaranteed and incorporated into the base hourly rates provided in the Agreement.

C. Any new classification of work and wage rates therefor shall be determined by mutual agreement between the Employer and the Union. In the event the parties fail to agree on new classifications or wage rates such determination shall be subject to the arbitration provisions of this Agreement.

D. On all trips of such length that it becomes necessary for employees to layover, subsistence for employees during layover shall be $19.00 for every twenty-four (24) hour period of time. Effective September 1, 1980, the subsistence rate shall be increased to $20.00, and, effective September 7, 1981, the subsistence rate shall be increased to $21.50.

E. All uniforms, or any other distinctive clothing required by the Company, shall be provided, maintained, laundered and/or dry-cleaned at the expense of the Company.

F. The Employer shall bear the cost of any examination required by him to determine driver proficiency and/or ability.

G. The parties agree that drivers will not be urged, required, or encouraged to violate traffic or safety rules.

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H. The Employer shall furnish transportation to and from the nearest public transportation at away-from-home terminal, provided there is no public transportation available in the near vicinity and further provided that this provision shall not apply where driver is allowed to use tractor for transportation.

ARTICLE VII - INCENTIVE PAY

When an Employer establishes any plan providing remuneration to the employees above and in addition to the benefits provided by this Agreement, exclusive of prizes, gifts and awards that are not directly attributable to productivity, and are nondiscriminatory, such forms of additional remuneration shall be subject to negotiations between the Company and the Union, and approved thereby. It is agreed that any such methods of remuneration may be withdrawn or terminated by the Employer at the end of any contract year. This Article shall have no application to any such plan now in effect which provides retirement benefits for employees.

ARTICLE VIII - HOURS AND OVERTIME

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A. All regular employees shall be guaranteed not less than forty (40) hours' work per week, said forty (40) hours to be performed as follows: F 11-13/400

1. For the houses operating on a five (5) day basis:

   (a) These hours to be worked within five (5) or less consecutive days in those houses which now have a five (5) day week. F 9-10/5D

   (b) Regular employees shall be employed at the classifications set forth in "Exhibit A" for not less than eight (8) hours in any one (1) day, upon reporting for work, except Saturday, when same is the sixth (6th) working day being paid for at the rate of time and one-half (1-1/2), then the minimum call shall not be less than four (4) hours. F 5-9.61/1.5

2. For the houses operating on a six (6) day basis:

   (a) All regular employees shall be guaranteed eight (8) hours' work on every day they are required to report to work and are able and available to work the required work schedule. All regular employees shall also be guaranteed forty (40) hours' work per week. In computing said weekly guarantee, both the straight-time and overtime hours worked shall be included. Said forty (40) hours are to be performed during five (5) or less consecutive days of a seven (7) day workweek, where the houses are now operating on a six (6) day basis. The days during said period upon which work is to be performed, including that work to be provided pursuant to said guarantee, shall be determined by the Employer.

   (b) An employee's designated days off may be changed at the discretion of the Employer upon seven (7) days' notice to the employee. If an employee is called to work on his designated day off, he will be paid for a minimum of eight (8) hours at the rate of one and one-half (1-1/2) times the rate of the classification in which he performs the work. If an employee fails to report to work on a designated day of work, that employee's guaranteed workweek will be reduced by eight (8) hours for each day absent.

3. In both (1) and (2) above, the forty (40) hour guarantee shall not apply to the week in which employees report to work after the beginning of the workweek in which

they are newly hired, or return from leave of absence, or are recalled from layoff status of more than two (2) weeks.

B. The individual employer and individual union may, by mutual agreement, establish a basic straight-time workweek of four ten-hour days.

C. All work performed between 6:00 p.m. on a Saturday and 6:00 p.m. the following Sunday shall be paid at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay. All work performed on the sixth (6th) day worked of a regular workweek shall be paid at time and one-half (1-1/2) the regular rate of pay. All work performed on the seventh (7th) or more consecutive day worked shall be paid for at the rate of double time the employee's regular hourly rate of pay. There shall be no pyramiding of overtime, or pyramiding or combination of two (2) or more methods or types of pay for the same daily or weekly hours except that straight-time hourly rates of pay shall be increased by the appropriate shift premium amount applicable to the premium hours worked. If the employee's regular schedule includes shift premium hours, his regular hourly rate of pay for overtime purposes shall include the shift premium. If employee's regular hours of work do not include shift premium, overtime will be computed on the straight-time rate of pay only.

D. Extra employees may be employed at classifications set forth above for not less than eight (8) hours in any one (1) day. When worked less than eight (8) hours in any one (1) day, such employees shall receive the regular classification rate, plus twenty cents (20¢) per hour. No extra employee shall be called for less than four (4) hours. If an extra employee is retained for more than four (4) hours, he shall be paid for eight (8) hours at the regular rate.

E. When the Employer elects to work more than one (1) shift he may do so, starting time of said shift to be at the option of the Employer. A premium of twenty cents (20¢) per hour shall be paid for the entire eight (8) hour shift to all employees whose regular eight (8) hour shift begins or ends between the hours of 6:00 p.m. and 6:00 a.m.

F. No driver shall be required to return to work after leaving his shift without a ten (10) hours' lapse of time before he shall be required to report back to work, except that the lapsed statutory time shall be eight (8) hours when the rest period is away from the home terminal.

G. All work performed in excess of eight (8) straight-time hours a day or all work performed in excess of forty (40) straight-time hours per week shall be paid for at the rate of one and one-half (1-1/2) times the regular rate for the classification in which the work is performed, whichever method of computation--daily or weekly overtime--results in the greater amount for that week. The overtime payment will be based upon the rate for the classification of work assigned to the employee during the overtime hours.

H. For all drivers, excluding Long Haul, the lunch period shall be taken as near the middle of the work shift as possible as long as such lunch period does not interrupt a delivery. It is not intended that this language be used so as to require a driver to load or unload his truck upon arrival at his destination if that arrival is more than five (5) hours from the beginning of his shift.

I. There shall be no reduction or elimination of rest period practices in the individual companies, as such practices existed on the effective date of this Agreement, provided that there shall be a rest period allowed in each half of the employee's regular work shift.

J. In the event operations cannot commence or continue when so recommended by civil authorities; or public utilities fail to supply electricity, water or gas, or there is a failure in the public utilities, sewer system; or the interruption of work is caused by an Act of God, the foregoing guarantees shall not be applicable.

ARTICLE IX - RUNS

A. The Employers shall establish, or continue either a system whereby the various driving assignments or runs are distributed among drivers in such a manner to give each driver a relatively equal share of both the preferential, and the less desirable assignments, or a system whereby the preferential long runs or driving assignments are assigned in accordance with seniority. In either case, consideration shall be given to the ability and qualifications of the drivers with due regard to the normal distribution and transportation problems. Any grievance arising under this clause shall be processed through the grievance procedure.

B. The systems referred to above may be changed by mutual agreement. If the parties cannot agree, the matter will be subject to the arbitration procedure.

C. Certain parties to this Agreement heretofore have been parties to supplemental agreements covering long haul operations. In order to make these agreements more uniform and current, the parties agree to bargain and negotiate uniform long haul supplements to this Agreement.

D. Each party agrees to meet for this purpose upon the call of the other. Any agreement reached shall be subject to the ratification of the parties and shall thereupon be considered as a part of this Agreement.

ARTICLE X - VACATIONS

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G 38-41 / 20
G 42-47 / 30
G 48-49 / 40
G 50-52 / 50

A. An annual vacation of one (1) week shall be granted to employees who have been regularly employed for one (1) year; two (2) weeks' vacation shall be granted to employees regularly employed for two (2) years; three (3) weeks' vacation shall be granted to employees regularly employed for five (5) years; four (4) weeks' vacation shall be granted to employees regularly employed for fifteen (15) years and for employees with twenty (20) or more years' employment, five (5) weeks' vacation with pay, without unreasonable absence as the result of illness or accident.

B. Forty-five (45) weeks' employment during a period of twelve (12) consecutive months shall constitute a year's employment for vacation purposes, the period of unemployment being due to temporary layoff from work or other temporary absence authorized by the Employer. In addition to the absence from work allowed above, an employee may be absent up to twenty-five (25) working days in the same twelve (12) month period because of illness or injury on the job without forfeiting his vacation benefits. Seniority shall prevail relative to choice of time by employees when vacation is taken within this period.

C. Employees who have been employed by the Company for at least one (1) year and who after one (1) year of employment are absent from work for a period in excess of time limits set forth in this Article, such excessive absences being due to illness, injury, or other absence authorized by the Employer, shall upon their anniversary date of employment be entitled to a pro rata vacation.

D. Pay for such vacation shall be based on the average weekly earnings for the previous twelve (12) months the employee has worked, but in no event shall any employee receive less than forty (40) hours' pay per week for such vacation. When an employee is absent for an entire week, such week shall not be counted in calculating average weekly earnings. For example, if an employee is absent without compensation for two (2) weeks in twelve (12) months, his total earnings during that time shall be divided by fifty (50) weeks rather than fifty-two (52) weeks. All employees desiring more time for vacation than they are entitled to by the above Paragraphs, may be granted same, within reason, without pay.

E. Should an employee quit or be laid off after one (1) year's continuous employment, he shall be paid the proportion of the one (1) week's vacation which has accumulated and for which no vacation has been

paid. Should an employee quit or be laid off after two (2) years' continuous service, he shall be paid the proportion of the two (2) weeks' vacation which has accumulated and for which no vacation has been paid. Should an employee quit or be laid off after five (5) years' continuous service, he shall be paid the proportion of the three (3) weeks' vacation which has accumulated and for which no vacation has been paid. Should an employee quit or be laid off after accumulating fifteen (15) or more years' continuous service, he shall be paid the proportion of the four (4) weeks' vacation which has accumulated and for which no vacation has been paid. Should an employee quit or be laid off after accumulating twenty (20) or more years' continuous service, he shall be paid the proportion of the five (5) weeks' vacation which has accumulated and for which no vacation has been paid.

F. If an employee quits or is laid off before a year of continuous employment, no vacation pay shall be allowed. Employees discharged for dishonesty or intoxication shall forfeit all rights to such pro rata vacation pay.

G. Time lost from employment, not to exceed twenty-five (25) working days, due to injury on the job or sickness, shall be considered as time worked for the purpose of determining length of employment, and included in the qualifying forty-five (45) week period mentioned in Paragraph B.

H. Provided a holiday occurs, to which an employee is eligible under Article XI, during an employee's vacation period, said employee shall be given an extra day's vacation or an extra day's pay in lieu thereof, at the option of the Employer.

I. All vacation time due shall be taken by the employees unless waived by mutual agreement between the Employer, employee and the Union.

J. Deductions from vacation paychecks for more than one week's pay shall be no greater than if separate weekly checks had been issued.

ARTICLE XI - HOLIDAYS

A. The following holidays shall be observed, for which the Employer agrees to pay any employee with at least thirty (30) days' service with the Employer, for eight (8) hours at the straight-time hourly rate of pay for the classification involved:

New Year's Day	Labor Day
Washington's Birthday	Veterans' Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Employee's Birthday	

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The holidays specified above shall be observed on the days specified by Federal legislation.

B. In any workweek in which any of the designated holidays fall, the holiday shall be counted as a day worked for the purpose of computing overtime beyond forty (40) hours in the said workweek. Time worked on a holiday shall not be included as a part of the forty (40) hours referred to in this Paragraph. When a holiday falls on a Saturday, or on an employee's regular day off, and is not worked, it shall be paid for at the straight-time hourly rate of pay for the classification involved.

C. When a holiday falls on a Monday, or on a Sunday, and is observed on Monday, for those employees, part of whose workweek falls on Sunday, the Sunday immediately prior to the holiday shall be observed as the holiday. Such employees shall be paid for that week in the same amount as if Sunday had not been substituted for the holiday.

D. When a holiday is not a part of employee's regular workweek, the Employer may, at his option, designate the workday preceding the holiday or the workday succeeding the holiday as the day to be observed in lieu

thereof. Thus, where such substitutions are made and no work is performed on the day that is designated as the holiday, an employee will receive five (5) days' pay for four (4) days' work and in the case where such substitution is not made, the employee will receive six (6) days' pay for five (5) days' work, both examples exclusive of overtime. When such substitution is made, the day that is designated by the Employer as the holiday shall apply to all employees covered by the Agreement but the Employer may designate which employees, if any, will be required to work on any day of the holiday week. When such substitution is made, the Employer shall notify the employees of the substitution no later than one (1) week prior to the beginning of the holiday week.

In order to be entitled to holiday pay, an employee must work his scheduled workday immediately preceding and immediately following the holiday except for excusable absences such as illness, injury or leave of absence. An employee absent from work due to illness or injury shall be entitled to holiday pay for any holidays that occur during the first thirty (30) calendar days of such absence.

E. In the case of Washington's Birthday, Memorial Day and Veterans' Day, the Company may substitute either the first or the last shift of the holiday week for such holidays. If the Company exercises this option, the substitution shall apply to all employees covered by this Agreement. When such option is exercised and the substitution made, the Employer shall notify the employees of the substitution no later than the beginning of the first shift in the workweek prior to the beginning of the holiday week. Existing practices and mutual agreements between the Employer and the Union covering the application of Paragraph G of this Article shall continue for the duration of this Agreement. If, through Federal legislation, Thanksgiving Day or Independence Day holidays are changed, the day established by such action shall be the holiday.

F. Each employee shall notify his employer of the date of his birthday at least two (2) weeks prior to his birthday. The holiday shall be granted either on the employee's birthday or, by mutual agreement between the Employer and the employee, on any other date in the week during, following or prior to the week in which the employee's birthday falls. If the employee's birthday falls on another holiday specified in this Agreement, he shall be granted an additional holiday and, if the employee's birthday falls on February 29, his birthday shall be considered as falling on February 28.

G. In those instances when a regular night shift continues from one (1) calendar day into the next calendar day, an employee assigned to such shift will work a portion of two (2) shifts within a twenty-four (24) hour period of a holiday. On such occasions, the holiday shall not be considered a twenty-four hour period, but shall be considered as one (1) work shift. The work shift to be observed as the holiday in such instance, shall be the shift that begins on the actual holiday, unless another shift is mutually agreed upon between the Employer and the Union.

H. When the above mentioned holidays fall on Sunday, the following Monday shall be considered a holiday. No work shall be performed on Labor Day.

I. No work shall normally be required on these days and an employee who does not work shall be compensated in an amount equal to eight (8) hours' pay at his regular straight-time hourly rate of pay. If an employee works on any one (1) of the above designated holidays, he shall be paid at the rate of time and one-half (1-1/2) his regular classification rate for all hours worked, in addition to the eight (8) hours' pay at straight time as described above.

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J. Pay for holidays not worked shall include eight (8) hours' pay at the regular classification rate of the employee, plus eight (8) hours at the night premium rate of twenty cents (20¢) per hour for employees who regularly work between 6:00 p.m. of one day and 6:00 a.m. of the following day.

ARTICLE XII - BULLETIN BOARD AND UNION VISITS

A. The Employer shall provide a bulletin board which shall be used exclusively for authorized Union notices, but same shall not be posted until they have been first called to the attention of the Employer.

B. It is mutually agreed that there will be no interference by the Union with the work of any employee covered by this Agreement during the regular working hours of said employee, except that the Employer agrees to grant to any official representative of the Union access to the plant to discuss any grievance or problem arising under the terms of this Agreement with any employee during working hours, after first having been notified by said representative of such desire.

ARTICLE XIII - LEAVE OF ABSENCE

A. The Employer may grant a reasonable leave of absence and shall grant a reasonable leave of absence for pregnancy to an employee upon written application. The employee and the Union shall be given a written notice of the terms and conditions of any leave of absence granted. Requests for leave of absence shall not be unreasonably denied to any employee who has twelve (12) months or more of continuous service.

B. Any employee who undertakes other work or employment during any leave of absence without first securing permission from the Employer and the Union, automatically cancels such leave of absence and will be considered to have terminated his employment.

ARTICLE XIV - SICK LEAVE

A. All employees covered by this Agreement who have been continuously employed by their Employer for the period of at least one (1) year shall be entitled to a total of five (5) days' sick leave with pay per year. Such sick leave pay shall commence on the second (2nd) working day lost for each disability, except that sick leave pay shall commence on the first (1st) working day lost in the event the employee requires immediate hospitalization. If the Employer so desires, he may require reasonable proof of disability. Falsification of sick leave claims or proven abuse of sick leave privileges may be cause for discharge, or disciplinary action.

B. Subject to Paragraph C below, full pay shall mean eight (8) hours' pay at the employee's regular straight-time hourly rate, for those days which the employee would have worked had the disability not occurred, calculated at straight time. The waiting period herein provided before sick leave pay commences, shall apply for each disability in case the sick leave benefit allowance has not been used up in previous disabilities.

C. Sick leave pay shall be integrated with Unemployment Compensation Disability benefits and Worker's Compensation temporary disability benefits so that the sum of the daily sick leave allowance hereunder and the aforesaid State disability daily benefits, exclusive of the daily hospital benefits which may be payable to an employee, shall not exceed one hundred percent (100%) of the employee's regular daily wage at straight time. If the sick leave pay allowable to an employee hereunder when so combined with any such State disability daily benefits received by the employee exceeds one hundred percent (100%) of his regular daily rate at straight time, for any one (1) day, then such sick leave pay for that day shall be reduced accordingly. Any portion of the sick leave pay allowance not received by the employee by reason of any such reduction shall be retained in the employee's sick leave pay account as a part of his accumulated sick leave pay credits.

In order to effectuate the integration with the U.C.D., all sick leave will be broken down from days of sick leave as earned to hours and such sick leave will be used and retained as hours of sick leave.

D. Unused sick leave benefits in any one (1) year shall accumulate from year to year to a maximum of forty-five (45) days.

E. Sick leave benefits are not convertible to cash bonus. However, unused sick leave accumulated in excess of forty-five (45) days shall be paid on the employee's anniversary date up to a maximum of five (5) days based upon his straight-time hourly rate in effect on such anniversary date.

F. Absence from work up to thirty (30) calendar days within the employee's employment year, due to sickness, injury, temporary layoff, or leave of absence, shall be considered as time worked for the purpose of determining eligibility for the full five (5) days of sick leave each employment year. In the event that an employee is absent in excess of thirty (30) days as set forth above, whatever sick leave the employee is entitled to shall be prorated according to the straight-time hours actually worked.

G. In the event an employee is taken ill and/or injured to the extent that he is required to leave work, and in the event that he leaves work before having begun the second half of a daily work shift, he shall be given credit for the day on which he was taken ill or injured as one (1) day of the waiting period to be served before sick leave begins. In the event that such ill or injured employee leaves work because of such injury or illness after having completed more than half of his normal workday shift, such employee shall not be given credit for that day as part of the waiting period and shall be required to serve one (1) full working day as his waiting period before sick leave benefits shall begin.

H. In the event any of the Employers signatory hereto have had a previous practice on this matter, such previous practice may be continued only by mutual agreement with the Union.

ARTICLE XV - JURY DUTY

A. Each day that any employee serves on any jury, exclusive of Grand Jury, and when such service deprives such employee of pay that he otherwise would have earned, the Company agrees to pay such employee for those days the difference between any remuneration that such employee receives for such jury duty and the amount that he would normally be paid for eight (8) hours at his regular straight-time rate. Remuneration for such jury duty service shall be limited to one (1) term of jury duty service during the term of this Agreement.

B. If any employee is excused from jury duty service on a scheduled workday, he shall immediately report for work to complete the remaining hours of his scheduled work shift.

C. Employees who are selected for jury service shall be assigned to a work shift with a starting time identical to the starting time of the jury duty service, and such shift shall be limited to the day or days of the jury service involved.

ARTICLE XVI - FUNERAL LEAVE

A. Employees shall be allowed three (3) days' funeral leave with full pay for a death in the immediate family if such employee was in attendance at the funeral. Immediate family shall be defined as the employee's parents, spouse, children and siblings.

B. If a death in the immediate family occurs while an employee is on authorized vacation and the employee attends the funeral, the Employer may extend the employee's vacation by an additional three (3) days or he may provide three (3) days' pay in lieu thereof.

C. In those instances where an employee's vacation is extended by three (3) days because of a death in the immediate family occurring during the vacation, such extension of vacation time shall not be counted as time worked for the purpose of computing overtime after forty (40) hours of work or overtime for work performed on the sixth (6th) day of a workweek, but the employee shall have the right to refuse work on Saturday or Sunday at straight time.

D. In other instances where an employee is absent from work, whether on a paid or unpaid basis, there will be no funeral leave paid for deaths which occur during such periods of time.

ARTICLE XVII - GRIEVANCE AND ARBITRATION PROCEDURE

A. Should any controversy, dispute, or disagreement arise during the period of this Agreement, out of the interpretation or application of the provisions of this Agreement there shall be no form of economic activity by either party against the other because of such controversy, dispute or disagreement, but the differences shall be adjusted as follows:

B. The employee shall first attempt to resolve the issue with his immediate supervisor, or other representative designated by the Employer, requesting the cooperation of the Union Steward if he so desires. If called upon at this step of the grievance procedure, a Union representative and supervisor designated by the Company may also attempt settlement, in keeping with Paragraph B of Article XII of this Agreement.

C. If the issue is still unresolved under Paragraph B above, upon receipt of a written notice from either party setting forth the nature of the dispute, designated representatives of the Employer and the Union shall, within a calendar week from receipt of such written notice, attempt to reach a settlement. If the Employer is a member of the Food Employers Council, Inc., a copy of such written notice shall be sent to the offices of the Food Employers Council, Inc., and the Food Employers Council, Inc., shall, if designated by the Employer, participate in the proceedings.

Should any grievance or dispute be settled by the Union and any company signatory to this Agreement without the participation of Food Employers Council, Inc., and if in such settlement an interpretation of any language or phrase of this Agreement is involved, the Union within ten (10) days of such settlement shall notify the Food Employers Council, Inc., in writing of the nature of the dispute, the language interpreted, the settlement reached and the date of such settlement. Should the Union fail to notify the Food Employers Council, Inc., as set forth above, any such settlement or interpretation of the language involved shall not be used in evidence for any purpose whatsoever.

D. The expenses of all mutual facilities and services except the arbitrator's fee shall be borne equally by the Employer and the Union and the decision of the arbitrator shall be binding on both parties.

The decision of the arbitrator shall be final and binding upon the parties hereto provided that the arbitrator shall not have the authority to change, alter or modify any of the terms or provisions of this Agreement.

E. In disputes or disagreements involving a discharge or suspension, the procedures and principles set forth in Paragraphs A, B and C of this Article shall apply. If any dispute involving discharge or suspension is not resolved under Paragraphs B and C of this Article, either party may, no later than seven (7) days from the expiration of the time limits in Paragraph D of Article V, submit the matter, in writing, to an Adjustment Board.

Such Adjustment Board shall be composed of two representatives of the Union to be appointed by Joint Council of Teamsters No. 42 and two representatives of the Employer to be appointed by the Food Employers Council, Inc. Neither the Union nor the Employer involved in the dispute shall have a representative on the Adjustment Board. The Union representatives shall be two persons, one each from two Local Unions other than the Local Union involved in the dispute and shall be persons who are regularly engaged in the negotiation and/or administration of Teamster-food industry collective bargaining agreements. The Company representatives on the Adjustment Board shall be two persons, one each from two companies in the wholesale grocery bargaining unit and shall be persons who are regularly engaged in the negotiation and/or administration of Teamster-food industry collective bargaining agreements.

Meetings of the Adjustment Board shall be called by Joint Council No. 42 and the Food Employers Council, Inc.; the Adjustment Board shall make its decision known to the parties no later than the first working day following the conclusion of its meeting. The decision of a majority of the Adjustment Board upon the question in dispute shall be final and binding upon the parties hereto, provided that the Board shall not have the authority to change, alter, or modify any of the terms or provisions of this Agreement.

Meetings of the Adjustment Board shall be called to hear disputes involving discharge and suspension only and the following shall apply:

1) The four-man panels (two Employer/two Union) will be convened on the second and third Tuesdays and following Wednesdays of each month. Should any of the aforementioned days occur on a contractual holiday, then such regularly scheduled meetings of the four-man Board of Adjustment will be held on the two immediately subsequent workdays following such contractual holiday. Further, should four (4) days per month be insufficient in any given month to handle the scheduled disputes, additional days may be scheduled by mutual agreement between Joint Council of Teamsters No. 42 and the Food Employers Council, Inc.

2) Any and all timely grievances involving discharges or suspensions only may be submitted to the regular meetings of the four-man Board of Adjustment. Such demands to submit a dispute to the Board of Adjustment must be in writing with a copy to the opposing party. Either the Employer or the Union may decide unilaterally to not submit any individual dispute to the four-man Board of Adjustment and proceed accordingly to arbitration before one (1) of the five (5) permanent agreed-upon neutral arbitrators.

3) Disputes which are deadlocked before the Board of Adjustment or disputes which either party unilaterally decides to submit directly to a neutral arbitrator (bypassing the Board of Adjustment) will be heard by an agreed-upon neutral arbitrator no later than thirty (30) days following the date of deadlock or the date of written notice to bypass the Board of Adjustment. Such thirty (30) days may be extended only by mutual agreement or action of the arbitrator.

4) All demands to have matters submitted to the regular monthly meetings of the four-man Board of Adjustment must be received by Joint Council of Teamsters No. 42 and the Food Employers Council, Inc., at least ten (10) calendar days prior to the predesignated days set for meetings of the four-man Board of Adjustment.

5) Should either the Employer or the Local Union party to any given dispute unilaterally elect to bypass the Board of Adjustment and proceed directly to a regular arbitration hearing before a neutral arbitrator, the following procedure shall apply: The party making such election must advise the other party at least three (3) calendar days prior to the next regularly scheduled Board of Adjustment meeting at which the grievance would normally be heard. This procedure shall apply only to disputes involving discharges or suspensions and the unilateral election to bypass the Board of Adjustment must be confirmed in writing to the opposing party.

If a majority decision is not reached by the Adjustment Board, the issue and all stipulated facts shall, the following day or later by mutual agreement, be submitted in writing to an impartial arbitrator selected

in accordance with a mutually agreed upon procedure for hearing and decision. Except as set forth below, the arbitrator shall render his decision in writing to the parties within seven (7) days following the close of the hearing. However, the arbitrator may require a transcript of the proceedings and may require written briefs within a 30-day period following the close of the arbitration hearing. In the event that a transcript and/or briefs are required by the arbitrator, the arbitrator's decision shall be rendered in writing to the parties no later than fifteen (15) days following receipt by the arbitrator of both documents.

Failure to receive either the transcript or the briefs within the time limits specified above shall in no way delay the arbitrator's decision and such decision shall be rendered within the time limits set forth above, regardless of the time of receipt by the arbitrator of the transcript and/or the briefs.

F. Failure to comply with the time limits set forth in the procedure above shall render any grievance null and void.

G. For disputes not involving discharges or suspension, the following shall apply: All such disputes shall be heard before a neutral arbitrator no later than forty-five (45) days following a demand by either party to submit any given dispute to arbitration. Such forty-five (45) day time limit may be extended by mutual agreement between the parties to any individual dispute or by action of the arbitrator. Further, the arbitrator shall be directed to render a decision no later than fifteen (15) days following the receipt of briefs and, in cases where no brief is filed, fifteen (15) days from the close of hearing.

H. For all disputes which go to a neutral arbitrator including deadlocked or bypassed expedited disputes, the following shall apply:

1) The fee of the agreed-upon neutral arbitrator only, shall be paid by the losing party. Should a dispute arise as to who, in fact, is the losing party in any given arbitration and the arbitrator is called upon to make a determination as to who, in fact, is the losing party, his additional fees, if any, for making such final determination shall be paid by the losing party. Further, the neutral arbitrator may order a splitting of the fees in cases where he cannot make a decision as to who, in fact, is the losing party.

2) Notwithstanding the five (5) permanent arbitrators as called for in all Agreements, nothing shall prevent any individual Employer and any individual Local Union party to any given dispute from mutually agreeing to select some other neutral arbitrator to hear any individual dispute in lieu of one (1) of the five (5) permanent arbitrators.

3) The current panel of five (5) permanent neutral arbitrators for the term of the Agreements shall be retained. Specifically: Howard S. Block, Melvin R. Darrow, Joseph F. Gentile, Frederic Meyers and Harold M. Somers.

4) The parties expressly understand and agree that the time limits set forth in this Agreement are of the essence. Further, that the arbitrator has no power to alter, modify, or change any time limits, except for the granting of reasonable continuances as provided by law, and is directed by the parties to render a decision on any issue of timeliness which is raised before him, in any given dispute, before proceeding to the merits of the dispute.

I. It is the intent of the parties that the arbitration procedures set forth herein shall not be used to encourage or support indisputable

violations of this Agreement, nor as a device to avoid compliance with its terms. In the event that in the opinion of either party the dispute does not involve a question of fact or a question of contract interpretation or application, the dispute shall then be referred to Joint Council of Teamsters No. 42 and the Food Employers Council, Inc., solely for a determination of making a finding of fact as to whether or not the dispute is indisputably a violation of the contract and whether or not the dispute involves an interpretation or application of this Agreement, and conveying that finding of fact to the parties. Such findings of fact and conveyance to the parties must be made within three (3) working days from the date of submission of the dispute to the Joint Council of Teamsters No. 42 and the Food Employers Council, Inc. Thereafter, not earlier than three (3) days following submission of the dispute, the Union may give the Employer seven (7) days' notice in writing setting forth the nature of the dispute (with a copy to the Food Employers Council, Inc., and to the Joint Council of Teamsters No. 42) of its intention to take economic, legal or other action against the Employer. The Union agrees that no economic, legal or other action against the Employer shall be taken until expiration of the ten (10) day period referred to above.

J. Any claims for compensation shall be limited to a maximum of six (6) months' retroactivity from the date the claim is submitted to the Employer in writing.

Notwithstanding the arbitration procedures set forth in this Article, nothing contained herein shall prevent any individual employer and union from agreeing to and conducting an expedited arbitration as a substitute for the procedures set forth in this Article and establishing their own rules and procedures for such arbitration. Any award resulting from such expedited procedure shall be final and binding upon the parties.

ARTICLE XVIII - SUCCESSORS AND ASSIGNS

A. In the event of a sale, consolidation, merger, assignment or transfer of majority control or of the business or any part thereof or any other change of ownership of the business of the Employer, the purchaser, assignee or transferee shall be bound by this Agreement.

B. It is the intent of the parties that the Employer shall notify any potential purchaser, assignee or transferee of the foregoing provision relative to the purchase, etc., of the business of the Employer.

ARTICLE XIX - SUBCONTRACTING OF WORK

A. It is the intent of the parties to this Agreement that the wages, hours, working conditions, and fringe benefits embodied herein, which have been arrived at through the years of collective bargaining shall be preserved and maintained. It is also the intent of the parties that work presently being performed by employees covered by this Agreement will continue to be performed by employees within the bargaining unit covered by this Agreement. In this regard, industry practices that are not otherwise in conflict with this Agreement and were in effect on July 1, 1958, may continue without interference or restraint including the Employer's right to discontinue any job, department or operation.

B. All loading or unloading of trucks shall be done by employees within the bargaining unit agreed upon and defined in the Letter of Agreement between the Food Employers Council, Inc., and certain Teamsters Unions, dated September 26, 1979. In this regard and except as provided below, practices in the industry that were in effect on July 1, 1958, may continue without restraint or interference.

ARTICLE XX - HEALTH AND WELFARE

A. The parties hereto agree to continue, for the duration of this collective bargaining agreement, the existing Trust administered by an equal number of Trustees, appointed by the Union on one hand and by the Food

Employers Council, Inc., for all Employers hereunder on the other hand, which Trust shall be known as the Teamsters and Food Employers Security Trust Fund, for the purpose of providing the benefits specified herein to regular, full-time employees and their eligible dependents. The parties further agree to amend the existing "Agreement and Declaration of Trust Providing for Teamsters' Food Industry Security Fund" in the manner and extent required to accomplish the provisions of this collective bargaining agreement.

For the purpose of this Article a regular, full-time employee is defined as a full-time employee who is on the payroll on the first (1st) day of the month and who has completed at least thirty (30) calendar days of continuous employment.

B. Death Benefits and Medical and Hospital Benefits - Each Employer will continue to contribute $102.29 per month for each regular, full-time employee to the Trust Fund to provide death benefits for such eligible employees and medical and hospital benefits for such employees and their eligible dependents. All costs of the program, including administration, shall be borne by the Employer contribution.

The Trustees are instructed to improve the existing indemnity plan effective December 1, 1979, December 1, 1980 and December 1, 1981, in accordance with the agreed-upon benefit improvements contained in the Letter of Agreement dated November 1, 1979.

The Trustees are authorized and directed to continue and expand the alternate choice medical and hospital group program.

Eligible employees will be given an opportunity once each year to choose between the Kaiser Plan, the Indemnity Plan, or other Alternate Health Plans. New employees will be given an opportunity to choose among the Alternate Plans on the date they first become eligible for benefits.

C. Dental Care - The Trustees are authorized and directed to continue the existing indemnity dental plan for eligible employees and their dependents.

The Trustees shall adopt a schedule of fees to be paid to dentists for services rendered to patients covered by the indemnity plan. The fee schedule shall be such that the plan will pay for each dental procedure 75% of the reasonable charges made by the dentist. "Reasonable charges" for each procedure shall mean the average of charges made for the procedure by all dentists filing claims with the Trust Fund in the period immediately preceding the date the fee schedule is reviewed. The Trustees shall cause the fee schedule to be reviewed annually and shall have such schedule revised to reflect any changes in the reasonable fees as defined above.

In addition to the indemnity dental plan, the Trustees are directed to establish an alternate dental plan or plans, including the use of dental clinics to provide the care.

The Employer agrees to continue to contribute $19.50 per month on behalf of each regular, full-time employee.

D. Prescription Benefit - The Trustees are authorized and directed to continue the existing plan of prescription benefits for eligible employees and their dependents. The Employer agrees to continue to contribute $6.93 per month on behalf of each regular, full-time employee for this purpose.

E. Vision Care Benefits - The Trustees are authorized and directed to continue the existing plan of vision care benefits for eligible employees and their dependents. The Employer agrees to continue to contribute $4.42 per month on behalf of each regular, full-time employee for this purpose.

F. Retirees Medical and Hospital Benefits and Prescription Benefits - The Employer agrees to continue to contribute on behalf of each regular, full-time employee, $9.68 per month into a separate account of the Trust Fund for the purpose of providing medical, hospital, and prescription care benefits for employees who (1) retire subsequent to September 4, 1961; and (2) who are receiving benefits under the Western Conference of Teamsters' Pension Plan; and (3) who immediately prior to their retirement were employed for at least five (5) years by any Employer signatory to this collective bargaining agreement or preceding collective bargaining agreement or preceding collective bargaining agreements. The benefits provided shall apply to eligible retirees, their spouses and dependents.

The benefits shall be integrated to the fullest possible extent with any existing or future Governmental programs which provide medical and/or hospital care for retirees.

G. Maintenance of Benefits - The contributions for the above benefits and the benefit and administration costs therefor shall be maintained in separate accounts in the Trust Funds. The Trustees are authorized and directed to establish necessary reserves for each benefit provided in this Article and to invest such reserves in accordance with professional advice. If the Trustees determine that the contributions set forth in respect to each benefit provided herein are insufficient to maintain such benefit, each Employer agrees to make such an additional specific contribution as may be determined necessary by the Trustees.

H. Additional Employers - The Trustees are authorized to interpret and apply the provisions of this Article in such a manner that additional employers may make the contributions required hereunder, and their employees may receive the coverages provided hereunder to the extent that such employees and employers are permitted to participate under the amendment to the existing Trust dated February 14, 1958, provided that such participation shall not be detrimental to the present participants or the Trust, and provided further, that to the extent that reserves have been accumulated, the rate of contributions for the benefits provided to such added participants shall be adjusted accordingly.

I. Acceptance of Trust - The parties hereby accept the terms of the existing Trust and the amendments to that Trust required to accomplish the provisions of this collective bargaining agreement and by this acceptance agree to and become parties to said Trust. Any amendments which from time to time may be made thereto, including the creation of supplementary Trusts to handle any of the funds referred to in this Agreement, are hereby incorporated by reference and made a part of this Agreement. The parties hereby designate the existing Trustees as Trustees under the Trust Agreement.

J. The Employer agrees to pay to the Trustees the contributions provided for herein for each regular, full-time employee on or before the twentieth day of each month during the term of this Agreement.

In the event that any legal action or proceeding against the Employer is necessary to enforce the payment of any contributions hereunder, the Trustees shall be entitled to recover from such Employer all costs incurred in connection therewith, together with all reasonable attorney's fees necessarily incurred in connection therewith.

The parties recognize and acknowledge that the regular and prompt filing of accurate employer reports and the regular and prompt payment of correct employer contributions to the Fund is essential to the maintenance and effect of the health-and-welfare plan and that it would be extremely difficult, if not impossible, to fix the actual expense and damage to the Fund and to the health-and-welfare plan which would result from the failure of an individual employer to make such accurate reports and to pay such accurate monthly contributions in full within the time specified by the Board of Trustees. Therefore, the amount of damage to the Fund and health-and-welfare plan resulting from failure to file accurate reports or pay accurate contributions within the time specified shall be presumed to be the sum of $15.00 or 10% of the amount of the contribution

or contributions due, whichever is greater, for each inaccurate or delinquent report or contribution. These amounts shall become due and payable to the Fund as liquidated damages and not as a penalty upon the day immediately following the date on which the report or the contribution or contributions become delinquent. Liquidated damages shall be paid for each delinquent or inaccurate report or contribution and shall be paid in addition to any contributions due. The imposition of the liquidated damages described above shall require affirmative action of the Trustees following examination of periodic delinquency reports from the Administrator.

K. Coordination of Benefits - The Trustees are authorized to continue the coordination of benefits program in the Teamsters and Food Employers Security Trust Fund in accordance with the following:

1. If an eligible dependent is also covered under another noncontributory group plan or a contributory group plan which provides for coordination of benefits, the following prime carrier rules will determine the payments to be made by this Fund:

   (a) The plan covering the patient as an employee pays before this Plan.

   (b) The plan covering the patient as a dependent of a male person pays before the plan covering a patient as a dependent of a female person.

   (c) Where the order of payment cannot be determined in accordance with the above rules, the first plan to make payment will be the one which has covered the eligible dependent for the longer period of time.

2. Should a dependent be covered by this Plan, and in a similar plan which does not have non-duplication of benefit provisions, this Plan will pay after the other plan.

3. If this Plan is the first plan to pay benefits under the above rules, the benefits shall be determined exactly as though duplicate coverage did not exist. If this Plan pays benefits after the other plan, the patient will be reimbursed for all allowable expenses not covered by the other plan, but not to exceed the amount that this Plan would pay in the absence of these non-duplication of benefit rules. (An allowable expense means any necessary, reasonable, and customary item of expense, at least a portion of which is covered under one of the plans covering the person for whom claim is made.)

ARTICLE XXI - PENSIONS

A. The Employers shall continue to pay into the Western Conference of Teamsters Pension Trust Fund, for the account of each employee working under this Agreement, a monthly sum computed as follows:

1. One hundred forty-five dollars and thirty-two cents ($145.32) per month for each employee on the payroll during the full calendar month who has worked 150 hours or more during such month.

2. For each employee not covered under (1) above, the payment shall be computed at the rate of eighty-four cents (84¢) per compensable hour.

B. Effective January 1, 1980, based upon January, 1980, hours, increase contributions by seven cents (7¢) per hour, or $12.11

per month, per eligible employee, pursuant to the current contractual language pertaining to the means and methods of making such contributions.

C. Effective January 1, 1981, based upon January, 1981, hours, increase contributions by an additional seven cents (7¢) per hour, or $12.11 per month, per eligible employee, pursuant to the current contractual language pertaining to the means and methods of making such contributions.

D. Effective January 1, 1982, based upon January, 1982, hours, increase contributions by an additional seven cents (7¢) per hour, or $12.11 per month, per eligible employee, pursuant to the current contractual language pertaining to the means and methods of making such contributions.

E. Time paid for but not worked, such as holidays and vacation time, shall be considered as time worked for the purpose of this Paragraph.

F. It is agreed that Employers' contributions to the Trust Fund on behalf of the employees in the bargaining unit, must qualify and conform, presently and in the future, in all respects to Section 404 of the Internal Revenue Code and the Labor Management Relations Act of 1947 as amended.

G. The total amount due for each calendar month shall be remitted in a lump sum not later than the 20th day of the following month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amounts paid on account of the employees. Failure to make the payments herein provided, within the time specified, shall be a breach of this Agreement.

ARTICLE XXII- PICKETING

A. It shall not be a violation of this Agreement nor cause for discharge or disciplinary action for any employee to refuse to cross a legitimate, bona fide, primary picket line sanctioned by the Joint Council of Teamsters No. 42.

B. A picket line wherein the union involved is not affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America and has not been established or recognized as the bargaining representative or offered proof of majority representation of the employees involved, or where there is no strike against nor lockout by the employer being picketed, shall not be considered "bona fide" for the purpose of this Article.

C. The parties hereto intend that the operation of this clause shall not include picket lines placed on any of the Employers' operations that are directed against financially affiliated companies which are not operationally related to the Employer covered by this Agreement.

ARTICLE XXIII - BOYCOTTING

A. It shall not be a violation of this Agreement nor cause for discharge for any employee to refuse to handle any merchandise that has been placed on the "We Do Not Patronize List" by the Joint Council of Teamsters No. 42. This shall not apply to merchandise that is on hand, in transit, or that has been purchased at the time that said merchandise is placed on the "We Do Not Patronize List," as long as such merchandise in transit is carried by a firm or individual who is not on the "We Do Not Patronize List" of the Joint Council of Teamsters No. 42.

B. The Union may require proof that such merchandise has been purchased prior to the date that such merchandise was placed on the "We Do Not Patronize List." Such purchased merchandise, in order to be exempt, must be placed in transit, as described above, within seven (7) days from the date that such merchandise is placed on the "We Do Not Patronize List."

ARTICLE XXIV - NEW LOCATIONS

In the event the Employer opens new branches or locations of the type covered by this Agreement, or moves the location of his present operation covered by this Agreement, to a location within the geographical jurisdiction of Joint Council of Teamsters No. 42 (including Teamsters Local No. 87), present employees shall have preference for vacancies at such locations in accordance with seniority and qualifications. Such assignments shall be subject to Employer's work force requirements at both the old and new locations. Subject to the above, qualified employees with seniority rights who have been laid off or would be laid off because of such new locations shall have preference for employment before any new employees are hired.

ARTICLE XXV - JURISDICTIONAL DISPUTES

The Union agrees that it will not initiate jurisdictional disputes of any nature whatsoever on or about the premises of any of the Employer's places of business. If there should be any encroachment by any other union, upon the established jurisdiction of the signatory Union or any affiliate of the Joint Council of Teamsters No. 42, the signatory Union may, upon written approval of Joint Council of Teamsters No. 42 or its successor or assigns, take defensive action of a lawful nature.

ARTICLE XXVI - SEPARABILITY CLAUSE

A. The provisions of this Agreement are deemed to be separable to the extent that if and when a Court or Government Agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rule or regulation issued thereunder, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.

B. It is further provided that in the event any provision, or provisions, are so declared to be in conflict with such law, rule, or regulation, both parties shall meet within thirty (30) days for the purpose of renegotiating the provision or provisions so invalidated.

ARTICLE XXVII - TERM OF AGREEMENT

A. This Agreement shall be in full force and effect for the period September 3, 1979, to September 5, 1982, inclusive, and thereafter from year to year unless terminated by either party, as hereinafter provided. This Agreement shall be retroactive to and including September 3, 1979.

B. Sixty (60) days prior to September 5, 1982, or any subsequent annual anniversary date, either party may notify the other party of its desire to modify or terminate the existing Agreement.

C. This Agreement shall be closed for the three (3) year period specified above and may not be reopened.

SIGNED THIS_____DAY OF_____, 19____.

FOR THE EMPLOYER:

FOOD EMPLOYERS COUNCIL, INC.

By_____

Title_____

FOR THE UNIONS:

TEAMSTERS UNION LOCAL NO. 87

By_____

Title_____

TEAMSTERS UNION LOCAL NO. 692

By_____

Title_____

TEAMSTERS UNION LOCAL 467

By_____

Title_____

TEAMSTERS UNION LOCAL NO. 848

By_____

Title_____

TEAMSTERS UNION LOCAL NO. 542

By_____

Title_____

TEAMSTERS UNION LOCAL NO. 871

By_____

Title_____

TEAMSTERS UNION LOCAL NO. 631

By_____

Title_____

TEAMSTERS UNION LOCAL NO. 952

By_____

Title_____

WHOLESALE DELIVERY DRIVERS AGREEMENT

EXHIBIT "A"

Effective September 3, 1979, to and including September 5, 1982

	RATE PER HOUR EFFECTIVE: 9/3/79	9/1/80	9/7/81
Riding Helpers	$9.625	$10.125	$10.625
Loaders			
Day Shift	9.655	10.155	10.655
Night Shift	9.705	10.205	10.705
Drivers			
(1) Bob-tails or vehicles with two axles	9.725	10.225	10.725
(2) Any 3-axle truck or any semi-trailer with a bed length of 25 feet or less	9.805	10.305	10.805
(3) Any truck or semi-trailer with a bed length over 25 feet up to 35 feet	9.875	10.375	10.875
(4) Any semi-trailer 35 feet or more in bed length, all doubles, i.e., trucks and trailers and any combination of semi-trailers; Switch Drivers (employees working in the yards assembling, breaking up and spotting equipment)	9.975	10.475	10.975

The above rates are subject to cost-of-living adjustments on March 3, 1980, September 1, 1980, March 2, 1981, September 7, 1981, and March 1, 1982, in accordance with Section B of Article VI.

FOOD EMPLOYERS COUNCIL, INC. MEMBERS HAVING WHOLESALE DELIVERY DRIVERS AGREEMENTS WITH TEAMSTERS UNION LOCALS NOS. 87, 467, 542, 631, 692, 848, 871 and 952

ABC Market Corp.
Albertson's, Inc.
Alpha Beta Company
Arden-Mayfair, Inc.
Bell Brand Foods, Inc.
The Boy's Market, Inc.
Certified Grocers of California, Ltd.
C.H.B. Foods, Inc.
Hughes Markets, Inc.
Jaffe Candy Company, Inc.
Jefferson Food Products Corporation
Kern Foods, Inc.
Alfred M. Lewis, Inc.
Lucky Stores, Inc.
Market Basket
Ralphs Grocery Company
Safeway Stores, Inc.
Laura Scudder's
John Sexton & Co.
Stater Bros. Markets
Thriftimart, Inc.
Tropical Preserving Company
Vons Grocery Company

Bureau of Labor Statistics
Collective Bargaining Studies

U.S. Department of Labor

006300

JANUARY 1, 1980

This report is authorized by law 29 U.S.C. 2. Your voluntary cooperation is needed to make the results of this survey comprehensive, accurate, and timely.

O.M.B. No. 44-R0003
App. exp. March 31, 1980

RECEIVED
FOOD EMPLOYERS
COUNCIL, INC.
LOS ANGELES, CALIF.
JAN 8 - 1980
AM 7,8,9,10,11,12,1,2,3,4,5,6 PM

JUN 23 1980 - Assn.

RESEARCH ANALYST
FOOD EMPLOYERS COUNCIL INC
2599 SOUTH FLOWER STREET
LOS ANGELES , CA. 90007

PREVIOUS AGREEMENT EXPIRED
SEPTEMBER 02, 1979

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s):

FOOD EMPLRS CNCL INC WHSALE DELVRY DRVRS AGMT WITH TEAMSTERS CA CALIFORNIA

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 for 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,

Janet L. Norwood

JANET L. NORWOOD
Acting Commissioner

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

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1400
2. Number and location of establishments covered by agreement
3. Product, service, or type of business
4. If your agreement has been extended, indicate new expiration date

Delphine Vives — (213) 749-9301
Your Name and Position — Area Code/Telephone Number

2599 S. Flower St. — LA CA 90007
Address — City/State/ZIP Code

BLS 2452 December 1976