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AGREEMENT BY AND BETWEEN
BIG APPLE SUPERMARKETS, INC.

AND
RETAIL CLERKS UNION LOCAL NO. 1063

PREAMBLE

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AGREEMENT

5/74-5/76

This Agreement, entered into by and between Big Apple Super Markets, Inc., hereinafter referred to as the "Employer" and Retail Clerks Union Local Number 1063, AFL-CIO, chartered by the Retail Clerks International Association, referred to hereinafter as the "Union", said Agreement covering the employees as defined hereinafter in the Employer's stores in the City of Atlanta and its metropolitan area, Fulton, DeKalb, Clayton, Gwinnett, and Cobb Counties, and the towns of Griffin, Covington, Conyers, Cartersville, Rome, West Point, Thomaston, LaGrange, Warner Robins, Macon, Monroe, Columbus, Dalton, Winder, Douglasville, Bremen, Carrollton, Dublin, Dallas, Athens, Fort Valley, Cumming, Commerce, LaFayette, Canton, Georgia, and Phenix City and Opelika, Alabama and Chattanooga, Tennessee.

INTENT AND PURPOSE

ARTICLE I The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment.

MANAGEMENT RIGHTS

ARTICLE II The management of the business and the direction of the working forces including the right to plan, direct, and control store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved methods or facilities, and the right to establish and maintain reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer; provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discrimination against any employee.

COVERAGE

ARTICLE III A. The Employer recognizes the Union as the exclusive bargaining agent for all of its employees covered by this Agreement employed as full time clerks, part time clerks, checkers, dairy clerks, head checkers, produce managers, assistant managers, and pick up lane clerks.

B. All Big Apple stores with a weekly sales volume of over \$15,000.00, will be allowed one co-manager and discount stores operated by Big Apple will be allowed two co-managers, who shall be excluded from the bargaining unit.

CHECK-OFF

ARTICLE IV For the duration of the present contract or any renewal thereof, the Employer agrees to deduct Union initiation fees and dues in such amount as Local No. 1063 shall determine and provide for its members generally, from the pay of each employee who has signed a properly approved authorization card. The Union shall officially, in writing, notify the Employer of its current initiation fee and monthly dues, and if there is any change, notice of the change will be given to the Employer in writing. The Employer shall deduct Union initiation fees and dues on a weekly basis as set forth by the Union and its by-laws. Dues shall be remitted on a monthly basis to the Local Union.

In the interest of promoting cooperative relations, the store manager will introduce each new employee in his store to the Union Shop Steward within one (1) week after the new employee reports for work. At this meeting, which shall take place during working hours, the Shop Steward shall give the new employee a copy of the Contract and shall explain its operations. The Shop Steward may answer any questions the new employee asks him, may request the new employee to join the Union and may make arrangements for the new employee to become a member.

The Union will indemnify the Employer for all claims arising out of the Employer's compliance with the check-off procedure.

VACATIONS

ARTICLE V Any full time employee who has been employed continuously for a period of one (1) year shall receive one (1) week's vacation with pay. Those employees who have been employed continuously for a period of three (3) years or more shall receive two (2) week's vacation with pay. Those employees who have been employed continuously for a period of eight (8) years or more shall receive three (3) week's vacation with pay. Those employees who have been employed continuously for a period of fifteen (15) years or more shall receive four (4) week's vacation with pay. Employees who have been employed continuously for a period of twenty (20) years or more shall receive five (5) weeks vacation with pay.

In case a granted holiday falls during a vacation, the employee shall be given an additional day or pay in lieu thereof.

A. ELIGIBILITY

1. A regular employee will be eligible for a one (1) week vacation as of the first anniversary of his beginning date of continuous full time

service provided he has completed one (1) year of continuous full time service as of that date.

2. After qualifying for his first one (1) week vacation, a regular full time employee who has completed one (1) year of continuous full time service or one (1) year of continuous service from the date from which his service has been counted for part time vacation purposes (but less than three (3) years) prior to January 1 is eligible for one (1) week's vacation as of January 1.

3. A regular employee will become eligible for a second week of vacation as of the third anniversary of his beginning date of continuous full time service provided he has completed three (3) years of continuous full time service, or three (3) years of continuous service from the date from which his service has been counted for part time vacation purposes, as of that date.

4. After qualifying for his first two (2) week's vacation, a regular employee who has completed three (3) years of continuous full time service, or three (3) years of continuous service from the date from which his service has been counted for part time vacation purposes, prior to January 1 is eligible for a two (2) week vacation as of January 1.

5. After qualifying for his three (3) week's vacation, a regular employee who has completed eight (8) years of continuous full time service, or eight (8) years of continuous service from the date from which his service has been counted for part time vacation purposes, prior to January 1 is eligible for a three (3) week vacation as of January 1.

6. After qualifying for his first four (4) week vacation, a regular employee who has completed fifteen (15) years of continuous service from the date from which his service has been counted for part time vacation purposes, prior to January 1 is eligible for a four (4) week vacation as of January 1.

7. After qualifying for his first five (5) week vacation, a regular employee who has completed twenty (20) years of continuous service from the date from which his service has been counted for part time vacation purposes, prior to January 1 is eligible for a five (5) week vacation as of January 1.

B. PART TIME VACATION

A part time employee who is not entitled to a full time vacation according to the policy of the Employer shall be granted a part time vacation under the same general rules as provided in the policy of the Employer for regular full time employees. Part time vacation will be figured on the number of hours in the vacation qualifying year divided by fifty two (52) as follows:

| Average Hours Worked | Vacation |
|---|----------|
| 20 Hours or less | 10 Hours |
| Over 20 Hours to and including 30 Hours | 20 Hours |
| Over 30 Hours | 30 Hours |

C. VACATION PAY

1. Employees will be paid their straight time earnings for their basic work week.

2. Vacation pay will be paid in advance.

D. GENERAL PROVISIONS

1. Vacations must be scheduled in the calendar year except that where necessary, vacations which fall due in November and December may be carried over to the first period of the next year; no employee shall be given pay in lieu of vacation.

2. If an employee qualifies for a one (1) 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 the first week early or wait and take both weeks together.

3. When scheduling vacations in a store, preference shall be given on the basis of employee's seniority. However, vacations shall be scheduled in order that Employer's normal operations will not be interrupted. Scheduled vacations shall be posted by March 15 of each year.

E. SEPARATIONS

If an employee who has not taken the vacation which has earned by reason of his Company service, leaves (regardless of whether he gives notice), goes into Military Service or is separated for any reason other than confessed or proven dishonesty, he shall receive his vacation pay at the time of leaving.

F. LEAVES

Leaves totalling ninety (90) days or less in any calendar year shall not affect vacation earned in that year; leaves totalling more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation pay by one-fourth ($\frac{1}{4}$); leaves totalling more than one hundred eighty (180) days but not over two hundred seventy (270) days shall reduce vacation and vacation pay by one-half ($\frac{1}{2}$); leaves totalling more than two hundred seventy (270) days shall disqualify for vacations.

HOURS AND WORKING CONDITIONS

ARTICLE VI A. The hours of work for each employee shall be scheduled by the Employer. A work schedule shall be posted by noon Friday for the succeeding week. Employees may be added as necessary. The schedule for full time employees will not be otherwise changed unless such change is necessitated by an emergency such as fire, flood, wind-storm or other acts of Nature, or any situation endangering the safety of an employee, but in no case will full time employees' schedules be changed to the extent they do not work the full work week of forty (40) hours provided there remains sufficient hours in the work week. In such event, the provisions of this Agreement concerning daily overtime, night premium, and time and one half ($1\frac{1}{2}$) for working more than two (2) nights per week may be waived to allow an employee who so desires to complete a forty (40) hour schedule. The schedule for part time employees may be changed provided the employee involved is notified of the change not later than the day before such change is to take effect except that such notice will be waived in case of sickness or emergency.

Part time employees will be scheduled for a minimum of twelve (12) hours per week, Monday through Saturday, except that a part time employee called in on Saturday (who has not previously worked that week) will be scheduled for the hours from the time called in to the time the store closes. Senior employees within a classification, within a store, who do not work the basic work week, will be granted the weekly schedule having the greater number of hours provided such employees are qualified and available to work the full schedule.

B. The work week shall consist of forty (40) hours to be worked in five (5) days or less except in stores which close one half ($\frac{1}{2}$) day per week, to be worked in six (6) days or less.

C. All work in excess of forty (40) hours per week shall be paid for at time and one half ($1\frac{1}{2}$).

D. All work in excess of nine (9) hours per day shall be paid for at time and one half ($1\frac{1}{2}$).

E. There will be no pyramiding of premium pay and any hours paid for at premium pay will not be used in computing overtime. Where an employee is being paid overtime at time and one half ($1\frac{1}{2}$) rate, the night premium provided in Exhibit A, Paragraph E shall not apply. Time and one half ($1\frac{1}{2}$) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

F. There shall be no split shift scheduled.

G. If a full time employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule that week in order to avoid overtime.

H. Employees shall be allowed one (1) hour without pay for lunch. No employee shall be required to work more than five (5) hours without

a lunch period. Lunch hours will be scheduled as near the middle of the work period as possible.

I. Employees working four (4) hours per day up to seven (7) hours per day shall receive one (1) fifteen (15) minute rest period per day. Employees working seven (7) hours or more per day shall receive two (2) fifteen (15) minute rest periods per day. Rest periods will be scheduled in accordance with the needs of the business, but no earlier than one (1) hour after reporting time.

J. Any employee who is instructed to report for work shall be guaranteed at least four (4) hours work except that part time employees working after school in stores that close before 8:00 P.M. will be guaranteed two (2) hours of work.

K. The Union card shall be displayed in all stores covered by this Agreement.

L. If an employee is transferred from one store to another, he shall be given twenty four (24) hours advance notice of such transfer except in case of emergency.

M. In case of a temporary transfer, at the request of the Employer, involving more than ten (10) additional miles of travel per day, the employee will be reimbursed for the additional miles traveled at fourteen cents (14¢) per mile.

N. Employees shall perform any work which the manager of the store or supervisor may direct with the understanding that when an employee is assigned to a job with a lesser rate he will be entitled to his regular pay, unless due to a decrease of work, he has regularly been assigned to a lower rated job and desired to retain such job rather than accept a layoff. An employee will be assigned to relieve a Produce Manager or Assistant Manager or a Head Checker who is absent for one week or more and shall receive the minimum contract rate in effect in a store involved for such time spent on relief.

No employee shall be required to take a polygraph examination.

O. Any uniform deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer. However, where Dacron or similar type uniforms are furnished by the Employer to female employees, such uniform shall be laundered by the employee. Each female employee shall be furnished, at the Employer's expense, two (2) uniforms in stores where uniforms are required by the Employer.

P. No employee will be required to work more than nine (9) hour shifts except in the case of a new store opening or remodeling opening, or employees working a regular assigned night stocking schedule.

Q. Late opening schedules shall be rotated so that no employee will be required to work late every night on long days.

R. The Company will provide raincoats for the use of clerks carrying groceries to customer's cars.

S. All work and services connected with or incidental to the handling or selling of merchandise (except potato chips, beverages, cookies, bakery products, rack jobbers) offered for sale to the public in the Employer's retail establishments covered by this Agreement shall be performed only by employees of the Bargaining Unit. This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to new or remodeled stores or to initial special displays unless such special displays have a tendency to become too constant or too often. There shall be no expansion of the present practice which might tend to erode Bargaining Unit employment during the life of this Agreement.

T. If an employee in this unit is required to work in the meat department temporarily, the hours worked in the meat department will be counted as hours worked for the purpose of Article XIII, Paragraph A, and Article XVIII, Paragraph A.

U. All hours worked on Sunday or on Holidays as set forth in Article VII, Paragraph A will be outside the basic work week for full time employees and all hours worked by an employee will be paid for at double the employees straight time hourly rate. There will be no pyramiding of premium pay and any hours paid for at premium pay will not be counted in computing overtime.

V. All work performed after 6:30 P.M. on Christmas Eve will be paid for at double the employee's straight time regular rate.

W. An employee in one of the following classifications, stock and produce clerk, cashier, non food clerk, who desires a transfer to another location may request such a transfer in writing to the Personnel Director with a copy to his or her Supervisor and the Local Union. When a vacancy occurs, the Employer will review any requests filed for that location by seniority, and a decision will be made based upon seniority, ability and consistent with the needs of the business. Requests for transfer shall be valid for a period of six (6) months from the date received in the Personnel Department.

Assistant Store Managers, Produce Managers, and Head Cashiers may request a transfer as provided hereinabove. However, in the case of such request, a decision will be based upon the employee's experience and ability to perform the work as determined by the Employer.

X. Part time employees interested in full time positions shall notify their Store Supervisor in writing with a copy to the Local Union.

Y. The Employer will schedule available hours of work on a seniority basis (providing the employee is capable of performing the work assigned) so as to create and maintain the greatest number of full time jobs that is possible.

Z. A schedule for night stock crews must allow a ten (10) hour break between the end of one (1) shift and the commencement of the next shift.

AA. Full time cashier work schedules with hours after 6:30 P.M. will be rotated among available full time cashiers as far as it is practical to do so.

HOLIDAYS

ARTICLE VII A. The following shall be recognized as official holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or on days legally celebrated in lieu thereof. Full time employees who work their scheduled day immediately preceding a holiday and their scheduled day immediately following a holiday shall receive eight (8) hours' pay in addition to the hours worked. Full time employees who are absent on their scheduled day immediately preceding a holiday or their scheduled day immediately following a holiday shall not be paid holiday pay unless absence is due to proven illness or the absence is excused by the Employer, in which case the employee shall receive holiday pay provided he worked any part of the holiday week. Overtime at time and one half (1½) will not be paid during a holiday week until the hours actually worked exceed the normal work week of forty (40) hours. Any extra hours worked during the holiday week which do not exceed the normal work week will be paid for at straight time.

B. A full time employee with one (1) year or more of continuous service shall receive an additional holiday subject to the same conditions set forth in Paragraph A of this Article for other holidays. This shall be celebrated on the Monday following the week in which the employee's birthday occurs or the Saturday of the week in which the employee's birthday occurs, except where Monday would occur in a week in which one (1) of the holidays set forth in Paragraph A above would fall. In such case the Monday of the week following the other holiday week shall be celebrated as the employee's holiday.

C. A part time employee who has worked in twelve (12) or more weeks shall be entitled to holiday pay for the holidays set forth in Paragraph A and B above, provided he was scheduled for work in the holiday week and worked his scheduled hours in the holiday week. Employees who are absent of their own accord during the 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 pay provided he 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:

| Average Hours Worked | Holiday Pay |
|----------------------|-------------|
| Under 32 Hours | 4 Hours |
| 32 Hours or More | 8 Hours |

D. Employees with one (1) year of continuous service shall be granted an additional paid holiday subject to the provisions set forth in Paragraphs A and C above. Such holiday shall be a personal holiday and shall be celebrated on a day that is mutually agreeable between the employee and the store manager. This holiday shall be scheduled within thirty (30) days of the employee's request.

E. Employees shall be granted an additional day's pay with the first week of vacation subject to the provisions set forth in Paragraphs A and C above in lieu of an eighth (8th) paid holiday.

F. An employee whose employment service is terminated for confessed or proven dishonesty shall not be eligible to receive any holiday pay for which he or she may otherwise be eligible.

G. There shall be no work performed on Thanksgiving and Christmas Day. If major retail food competitors within the individual operating areas covered by this Agreement are closed on Easter Sunday, employees covered by this Agreement within individual operating areas where the major retail food competitors are closed shall not be required to work on Easter.

H. Night stock crews shall not be scheduled to work prior to 6:00 A.M. the day following Thanksgiving and Christmas Day. If store closed on Easter, this applies to that holiday also.

SENIORITY

ARTICLE VIII A. In layoffs and recalls, seniority shall apply. Seniority shall be defined as the length of last continuous employment. There shall be one seniority list for full time employees and a separate seniority list for part time employees. Seniority for layoffs shall be administered in accordance with the provisions of Exhibit B attached hereto and made a part hereof.

B. In the matter of permanent transfers, length of service shall be the controlling factor except as may be mutually agreed upon between the Union and the Employer.

C. In the matter of promotions within the Bargaining Unit, where experience and ability are equal, the employee having the greatest seniority shall receive preference. An employee interested in a promotion shall advise the Personnel Director in writing with a copy to his or her Supervisor, and the Local Union. When a vacancy occurs, such requests shall be considered as provided herein.

D. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six (6) months, or if he is called back to work after a layoff and does not report for work within one (1) week.

E. During the first thirty (30) days of employment, a new employee shall be considered as being employed on a trial basis and may be discharged at the discretion of the Employer. No employee shall acquire any seniority rights until he has been employed by the Employer for at least thirty (30) days. After thirty (30) days of employment, all employees will be placed on the seniority list back to his last date of employment.

F. Part time employees will be given preference for full time jobs if qualified.

G. Part time employees with the most seniority will be given the schedule with the most hours.

H. Each week the Employer will give the Union a list of newly hired employees, their store numbers and employment dates.

I. All portions of this Article are subject to the Dispute Procedure outlined in Article IX of this Contract.

J. Employees whose principal occupation (occupation is defined to exclude students) is other than with the Employer shall have no seniority over any other employee, but only among themselves in the same store. In the event of a reduction in the work force, they shall be the first to be laid off. The Union hereby agrees to notify the Personnel Manager of any employee whom it considers to be covered by the provisions of this paragraph in order for the provisions of this paragraph to be applicable to such employees.

K. The Union Shop Steward (not the alternate Shop Steward) shall be the last employee in his classification in his store to be transferred or laid off.

L. Agreed seniority lists shall be established and maintained and such lists shall be available to the Union at all times. Separate lists shall be maintained for full time and part time employees.

M. When employees object to night stock work, the night stock work shall be assigned by seniority beginning with employees at the bottom of the seniority lists.

N. An employee who is absent from work without notifying his Store Manager and having bona fide excuse may be considered to have voluntarily quit.

O. In the event employees engage in an authorized work stoppage, employees will be called back by seniority within their classification as needed in their store on termination of the authorized work stoppage.

DISPUTE PROCEDURE

ARTICLE IX A. The Union shall have the right to designate a Shop Steward for each store. It shall be the duty of the Shop Steward to demand and inspect the cards of those coming under the jurisdiction of the Union and to report his findings to the Union office, and to perform such other duties as the Union may require. The Shop Steward shall perform his duties with the least inconvenience to his Employer as possible. He is not to use his position as Shop Steward as an excuse to avoid performing his duties to his Employer.

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

STEP 1. By conference between the aggrieved employee, the Shop Steward, and or the Union Business Agent, and the manager of the store.

STEP 2. By conference between the Shop Steward or the Business Agent, and the supervisor. It is agreed that STEP 1 and STEP 2 of this dispute may be waived if acceptable to both the Employer and the Union.

STEP 3. By conference between an official, or officials, of the Union and the Personnel Director, a representative of the Employer so delegated by the General Manager, or both.

STEP 4. In the event that the last step fails to settle satisfactorily the complaint, it shall be referred to the Board of Arbitration.

C. The Board of Arbitration shall consist of one person appointed by the Union and one (1) person appointed by the Employer. If the representative of the Union and the representative of the Employer fail to satisfactorily settle the complaint within forty eight (48) hours, those two persons shall then select an Arbitrator. The Arbitrator selected shall then constitute the Board of Arbitration and his decision shall be binding on the employee and both parties. The expenses incurred in the arbitration proceedings, such as hearing rooms, stenographer, transcript for each party and the Arbitrator's fees shall be divided equally between the Union and the Employer.

Permanent Arbitrators for the term of this Contract are:

1. Sherman Dallas
2. Paul Hardy
3. George Savage King

Grievances assigned to arbitration shall be rotated among the Arbitrators from top to bottom. If the named Arbitrator cannot set a hearing within thirty (30) days of notice to him, then the next Arbitrator in the list shall be named, subject to the same limitation. The selected Arbitrator

shall render a decision within fifteen (15) days following the filing of briefs or close of the hearing if no briefs are filed. If briefs are filed, they must be filed by the parties within seven (7) days of the close of the hearing. In the event that none of the Arbitrators in the above list are available, then the parties will meet within forty eight (48) hours to name an Arbitrator for hearing the grievance. Failing to Agree within seven (7) days in the selection of an Arbitrator, the parties will request the American Arbitration Association to name an experienced Arbitrator within fourteen (14) days to hear the grievance in Arbitration.

Time limits may be waived by mutual agreement of the parties.

D. The Employer may at any time discharge any worker for proper cause. The Union may file a written complaint within five (5) days with the Employer, asserting that the discharge was improper. Such complaint must be taken up promptly; and if the Employer and the Union fail to agree within forty eight (48) hours, it shall be referred within twenty four (24) hours to the Board of Arbitration. Should the Board determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the Board. The Union will be given written notification of any discharge within three (3) working days after discharge.

E. The manager of the store, or the person in charge, 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.

F. The Employer shall have the right to call a conference with the Shop Stewards or officials of the Union for the purpose of discussing his grievances or criticisms.

G. No employee shall be discriminated against because of Union affiliation or activities.

H. Employees shall have the unqualified right to register complaints or grievances or to testify in any proceeding under the provisions of this Contract without in any way jeopardizing their employment status or being subject to discrimination.

I. No grievances will be discussed unless the above procedure has been followed.

J. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than thirty (30) calendar days after such has happened except the Employer will recognize a grievance for a rate change error retroactive to a maximum of six (6) months from the date the grievance is filed.

K. The Union shall have the right to determine if an employee's grievance is qualified to be submitted to arbitration by the Union and such determination shall be binding on the employee and the Union.

NO STRIKE, NO LOCKOUT

ARTICLE X A. During the term hereof, the Union agrees that there shall be no strike, or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

B. The Union further agrees that its members will not refuse to cross a legal labor picket line until such line is officially authorized by the local Union and further that in the event the local Union does recognize such established picket line, it shall notify the Employer forty eight (48) hours in advance of such action.

LEAVE OF ABSENCE

ARTICLE XI A. **Pregnancy:** A female employee may be granted a leave of absence without pay upon her written request supported by a statement from her physician certifying that the employee is pregnant and the anticipated birth date. Such leave shall begin when the employee becomes unable to perform her job properly or her health and safety becomes endangered because of her condition. The initial leave of absence shall not exceed six (6) months; however, extensions may 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. Employees returning to work must notify their Store Manager at least seven (7) days in advance of the posting of the work schedule for the week they wish to commence work.

B. **Union Business:** The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a Labor Convention or serve in any capacity on other official Union business provided the Employer is given one (1) week's notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.

C. **Sickness or Injury:** A leave of absence because of sickness or injury not to exceed ninety (90) days will 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. Employees returning to work from a leave of absence of thirty (30) days or more must notify their Store Manager at least seven (7) days in advance of the posting of the work schedule for the week they wish to commence work.

D. **Military Leave:** Any employee in military service under the provisions of Federal Law, shall be returned to his job in accordance with such Law.

E. **Funeral Leave:** In case of a death in the immediate family of an employee, the employee will be paid for a reasonable period of absence, depending upon the circumstances, but not to exceed three (3) days, provided he attends the funeral. In no case will he receive more than his normal week's pay. "Immediate Family" shall mean spouse, parent, mother-in-law, father-in-law, child, brother, sister, grandparents or any relative residing with the employee.

F. **Personal Leave:** A leave of absence up to thirty (30) days shall be granted an employee who has had one (1) year of continuous service for reasonable personal reasons but not for the purpose of engaging in gainful employment elsewhere. Any such employee desiring a leave shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed upon by the Employer, and the employee. The leave of absence shall be commensurate with the need.

G. Time spent on leave of absence will not be counted as time worked for the purpose of wage computation and will not result in loss of seniority. Failure to report back to work at the end of a leave of absence shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except where such employee works for the Union.

OTHER AGREEMENTS

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

B. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime, differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the signing of the Contract.

HEALTH AND WELFARE

ARTICLE XIII A.-1. The term "eligible employee" shall mean an employee who has worked an average of thirty two (32) hours per week for a period of eight (8) consecutive calendar weeks (256 hours). Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks (256 hours) and such date shall hereinafter be referred to as his eligibility date.

2. In the case of part time employees, the term "eligible employee" shall mean an employee who has worked an average of twelve (12) hours or more per week for the eight (8) consecutive weeks immediately preceding the first of any month. Such an employee becomes eligible for health and welfare benefits on the first day

of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks and such date shall hereinafter be referred to as his eligibility date.

B.-1. The Employer shall contribute forty one dollars (\$41.00) per month (effective November 1, 1974, fifty one dollars and fifty cents (\$51.50) per month) for each eligible employee to the Retail Clerks Union and Employers Insurance Fund, which fund is a jointly administered Employer and Union Trust Fund, as provided in the Trust Agreement.

2. The Employer shall contribute ten dollars (\$10.00) per month (effective November 1, 1974, thirteen dollars (\$13.00) per month) for each eligible part time employee.

C. Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:

1. A lay off or leave of absence of thirty (30) calendar days or more except as otherwise provided below:

2. The employees ceasing to be an eligible employee due to his failure to work an average of thirty two (32) hours or more per week for eight (8) consecutive calendar weeks (256 hours) or in the case of a part time employee due to his failure to work an average of twelve (12) hours or more per week for the eight (8) consecutive weeks immediately preceding the first day of any month. For the purpose of this paragraph, an eligible employee who is on an approved personal leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with the hours he would normally have worked in such week or weeks.

D. Contributions to the Trust Fund shall be continued under the following conditions:

1. In case of illness, pregnancy, non-compensable or compensable injury, six (6) months contribution following the month in which the illness or injury occurred.

In case of compensable injury, contributions will be made until such time as the employee is allowed to return to work or a final settlement is reached on his claim.

2. The Employer agrees to pay the contributions to the Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for dishonesty, drinking, or drunkenness on the job or resigns to go into business for himself.

E. Employer contributions which have been discontinued as provided in paragraph D-1 will be resumed on the first day of the month following return to work on the Employer's active payroll after illness, injury or pregnancy.

F. The "eight (8) consecutive calendar weeks" referred to in paragraphs A shall mean the eight (8) consecutive calendar weeks immediately preceding the first day of the calendar month.

G. When an employee fails to qualify for the thirty two (32) hour contribution as provided in Paragraph B-1 but qualifies for the twelve (12) hour contribution provided in Paragraph B-2, that contribution shall be made when the contribution provided in Paragraph B-1 is discontinued.

JURY DUTY AND LEGAL PROCEEDINGS

ARTICLE XIV A. A full time employee who serves on jury duty shall be paid for time necessarily lost from work provided the employee makes every reasonable effort to be available for work within his or her regular work schedule when not occupied with jury duty. The pay shall be the difference between each day's jury fee and the employee's regular rate for time lost from work. Such pay shall not exceed the pay for his normal work week.

B. In the event any employee is subpoenaed by the Company to appear in Court on behalf of the Company, or assist in any legal proceedings on behalf of the Company, the employee will be compensated for the time involved at his regular rate of pay, straight time or premium as set forth in Article VI of this Agreement.

SEPARATION PAY

ARTICLE XV A full time employee with more than six (6) months full time service who is permanently separated due to discontinuance of the job, store closing, or reduction in force shall be given one (1) week's notice or one (1) week's pay in lieu of notice. An employee separated during the week for any of these reasons is entitled to pay through the day he was told of dismissal, plus pay for one (1) additional week which, at the option of the Employer, may either be worked out or paid in lieu of notice. Such notice or pay in lieu of notice will not be given employees discharged for proper cause.

INJURY ON THE JOB

ARTICLE XVI When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care. When such employee returns to work following the injury, and is certified as ready and able to perform all regular duties, but requires medical treatment as a result of the same injury, the Employer shall adjust the work schedule without penalty to the employee, to provide both the time for medical care and the number of hours of work for which the employee is regularly scheduled.

TIME CLOCKS

ARTICLE XVII Time clocks will be installed in all stores covered by this Agreement. The Employer and the Union agree that a proven violation of established time clock rules including working before punching in or after punching out may subject such an employee to disciplining action up to and including discharge.

PENSION PLAN

ARTICLE XVIII A. The Employer agrees to make a contribution of eleven cents (11¢) per hour (effective October 1, 1974, twelve cents (12¢) per hour, and effective January 1, 1975, fourteen cents (14¢) per hour) for each paid hour up to and including forty (40) hours per week for all employees in the bargaining unit including probationary employees. Paid hours shall include paid hours of vacation, holidays and hours of leave paid for by the Employer. Such contribution shall be made not later than the twentieth (20th) day of each month for the preceding calendar month.

B. The contribution provided for in A hereof shall be for the purpose of providing such pension benefits for eligible employees, including employees of the Trust Fund, as shall be determined from time to time by the Trustees of the aforesaid Trust Fund pursuant to the terms of the Trust Agreement which shall be agreed upon and executed by the parties hereto and attached to this Agreement. For the purpose of this paragraph, Trustees shall not be considered employees of the Trust Fund.

C. The Trust Agreement and Pension Plan established pursuant to this Agreement shall receive and maintain Treasury Department approval and qualify for the tax exemption provided for by the Internal Revenue Code of 1954, as amended, and the regulations and rulings thereunder.

D. The Employer shall begin to make contributions to the Trust Fund on January 1, 1971. In the event that Treasury Department approval has not been received, or contributions to the Trust Fund are not deductible expenses under the Internal Revenue Code of 1954, as amended, or the Trust is not in operation by January 1, 1971, for any reason or if for any reason the Fund cannot begin to receive contributions by January 1, 1971, then all of the contributions which the Employer is required to make to the Fund shall be paid into a separate, interest-bearing bank account until such time as the Trust Fund can receive such contributions and interest. Upon payment of monthly contributions, the Employer shall report to the Union and the Trust Fund all hours worked by all employees for which contributions were required during the preceding month.

E. On the date that the Employer is obligated to make contributions into the Pension Fund or into the interest-bearing bank account provided

for above, the employees covered by this Agreement upon such date shall automatically cease to participate in the Employer's Pension Plan (if any) then in effect. The Union as the bargaining agent for the employees covered by this Agreement agrees on behalf of each of the said employees who are participants in the Employer's Pension Plan that each of said employees in consideration of the Agreement by the Employer to contribute to the Retail Clerks Union Southern Division and Employers Pension Fund enabling said employees to participate therein shall then withdraw from and surrender, release and relinquish whatever rights, privileges and benefits he has, if any, in the Employer's Pension Plan effective with the date the Employer is obligated to make payments into the Retail Clerks Unions Southern Division and Employer's Pension Fund.

F. The Employer agrees that any Retail Employer who executes or has executed a Collective Bargaining Agreement with this Union or with other Local Unions, within the geographical jurisdiction of the Southern Division, chartered by the Retail Clerks International Association, which provides for contributions to a Pension Fund, shall be entitled to become a signatory to the Trust Agreement mentioned above by agreeing to the terms of the Trust Agreement and is accepted for participation in the Fund by the Trustees in accordance with the provisions of the Trust Agreement.

WAGES

ARTICLE XIX Wages to be paid to employees during the term of this Contract shall be as shown on Exhibit A, attached hereto and made a part hereof.

UNION SECURITY

ARTICLE XX A. The Union Security proviso specified in B below, is acknowledged by the Union and the Employer as presently inoperative because it is contrary to the statutes of the State of Georgia, enacted pursuant to Section 14 (B) of the LMRA of 1947. However, should any Federal or State Legislation hereafter legalize the operation of said Union Security proviso, or any other forms of Union Security, the Employer and the Union agree that said proviso, or other form of Union Security to the maximum extent permitted by law shall be put into full force and effect as a part of this Agreement beginning upon the earliest date permitted by such enabling legislation.

B. It shall be a condition of employment that all employees 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 thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that shall on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Paragraph B, only, the effective date of this Agreement as referred to above shall be determined in accordance with the provisions of Paragraph A, above.

SEPARABILITY

ARTICLE XXI Any provision of this Agreement which may be or has been adjudged by a court of last resort to be in conflict with any Federal or State Law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such law, it is agreed that in the event of a conflict between any provision of this Agreement and such Federal or State Law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

MAJOR TECHNOLOGICAL CHANGES

ARTICLE XXII In the event the Employer introduces major technological changes affecting Bargaining Unit work, advance notice of such change will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.

EXPIRATION

ARTICLE XXIII A. This Agreement shall continue in effect from May 12, 1974, through May 8, 1976, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or prior to any anniversary thereafter of a desire for termination of or for change in this Agreement.

B. Sixty (60) days prior to May 11, 1975, the Union will notify the Employer of its desire to reopen Articles XIII, Health and Welfare, Article XVIII, Pension Plan, Article XIX, Wages (Exhibit A, paragraph A).

Should the parties not reach an agreement by May 11, 1975, then Article X, No Strike, No Lockout shall not be applicable.

IN WITNESS the said parties have caused duplicate copies to be executed by their duly authorized officers this 20th day of May, 1974.

FOR THE UNION:
William N. Jenkins
Thomas O. Sneed

FOR THE EMPLOYER:
Max Alterman
Stephen Alterman
Eric Jacobsen

EXHIBIT "A" WAGES

A. WAGE RATE SCHEDULE

| | EFFECTIVE 5/12/74 | | EFFECTIVE 11/10/74 | |
|---------------------------------|-------------------|--------|--------------------|--------|
| | Weekly | Hourly | Weekly | Hourly |
| Stock and Produce Clerk | | | | |
| Start | \$116.80 | \$2.92 | \$120.80 | \$3.02 |
| After 6 months | 125.60 | 3.14 | 130.00 | 3.25 |
| After 12 months | 132.40 | 3.31 | 137.20 | 3.43 |
| After 18 months | 143.60 | 3.59 | 148.80 | 3.72 |
| After 24 months | 156.00 | 3.90 | 161.60 | 4.04 |
| After 30 months | 180.00 | 4.50 | 186.80 | 4.67 |
| Cashier - Non Food Clerk | | | | |
| Start | 116.80 | 2.92 | 120.80 | 3.02 |
| After 6 months | 125.60 | 3.14 | 130.00 | 3.25 |
| After 12 months | 132.40 | 3.31 | 137.20 | 3.43 |
| After 18 months | 143.60 | 3.59 | 148.80 | 3.72 |
| After 24 months | 156.00 | 3.90 | 161.60 | 4.04 |
| After 30 months | 180.00 | 4.50 | 186.80 | 4.67 |
| Part Time | | 2.72 | | 2.82 |
| Pick Up Lane Clerk | | 2.63 | | 2.73 |
| Head Cashier | | | | |
| Under \$80,000 | 191.20 | 4.78 | 198.40 | 4.96 |
| \$80,001 and up | 207.60 | 5.19 | 215.60 | 5.39 |
| Assistant Manager | | | | |
| Under \$15,000 | 209.60 | 5.24 | 217.60 | 5.44 |
| \$15,001 to \$25,000 | 212.40 | 5.31 | 220.00 | 5.50 |
| \$25,001 to \$35,000 | 214.40 | 5.36 | 222.40 | 5.56 |
| \$35,001 to \$50,000 | 220.80 | 5.52 | 229.20 | 5.73 |
| \$50,001 to \$80,000 | 230.00 | 5.75 | 238.40 | 5.96 |
| \$80,001 and up | 239.60 | 5.99 | 248.40 | 6.21 |
| Produce Manager | | | | |
| Under \$15,000 | 213.60 | 5.34 | 221.60 | 5.54 |
| \$15,001 to \$25,000 | 219.20 | 5.48 | 227.20 | 5.68 |
| \$25,001 to \$35,000 | 223.60 | 5.59 | 232.00 | 5.80 |
| \$35,001 to \$50,000 | 225.60 | 5.64 | 234.00 | 5.85 |
| \$50,001 to \$80,000 | 234.80 | 5.87 | 243.60 | 6.09 |
| \$80,001 and up | 244.40 | 6.11 | 253.20 | 6.33 |

B. FROZEN FOOD CLERK.

In each store with an average weekly sales volume of \$22,500 or more, one frozen food clerk is to receive \$5.00 per week (12½¢ per hour) added to his or her regular clerk's wage rate. (Frozen Food Clerk to be designated by the Company).

C. HEAD NIGHT STOCK CLERK.

There will be one Head Night Stock Clerk assigned to each night crew. The Head Night Stock Clerk is to receive \$10.00 per week (25¢ per hour) over his or her regular wage rate.

D. PART TIME CLERK.

After six (6) calendar months at this rate, a part time clerk will advance to the starting rate of the full time clerk wage schedule and for each nine (9) months thereafter will advance to the next highest bracket for the full time clerk wage schedule.

A part time clerk who is reclassified to the full time clerk classification will advance to the full time clerk wage bracket corresponding to his length of service with the Employer considering nine (9) months equals six (6) months.

E. PREMIUM PAY.

1. A night premium of twenty five cents (25¢) per hour will be paid for all hours worked between 7:00 P.M. and 7:00 A.M. Monday through Thursday, 9:30 P.M. and 7:00 A.M. Friday, and 7:30 P.M. and 12:00 Midnight Saturday. This is separate from and in addition to the employee's basic rate.

2. A full time employee who works a full scheduled week as specified in Article VI, Paragraph B and who works more than two (2) nights per week shall be paid time and one half (1½) for all hours worked between 6:30 P.M. and 6:00 A.M. on the third (3rd) and subsequent nights. An employee working under the provisions of this paragraph shall not be entitled to the night premium set forth in Paragraph E-1 immediately above. This paragraph shall not apply to employees assigned to the night stocking and cleaning operation.

F. PREVIOUS EXPERIENCE.

1. Previous proven comparable grocery experience in recognized chain stores shall be the basis for determination of employee's rate of pay.

2. Previous experience must be stated at time of employment and shown on application for employment, otherwise the employee forfeits any claim under this provision.

G. NEW OR REMODELED STORES.

On new stores or stores which may be remodeled, the Assistant Manager, Produce Manager, and Head Cashier shall be paid his or her previous rate for fourteen (14) weeks. At the end of fourteen (14) weeks, the store will be reclassified based on the average weekly total sales for the twelve (12) weeks immediately following the first two (2) weeks after opening or remodeling and the Assistant Manager, Produce Manager, and Head Cashier will then be adjusted to the new classification with retroactive adjustment to the opening of the store.

H. SALES CLASSIFICATIONS.

Effective May 12, 1974, and May 11, 1975, Assistant Managers, Produce Managers, Head Cashiers and Frozen Food Clerks will be classified based on the average sales basis provided herein but based on the average weekly total sales for the twelve (12) months period ending May 11, 1974, and May 10, 1975, respectively. A new list of the above will be established based on the reclassification if changes are involved.

EXHIBIT "B" LAYOFF PROCEDURE

In the event of a layoff for lack of work, the principle of seniority shall be applied as follows:

Group I: This group shall consist of all stores located within the metropolitan counties of Fulton, Cobb, DeKalb, Clayton, and Gwinnett. This group shall be further divided into four (4) regions. The dividing lines for these regions shall be I-20 and Roswell Road, I-75. The Northeast area shall be designated as Region 1, Southeast as Region 2, Southwest as Region 3, and Northwest as Region 4.

Group II. This group shall consist of all other stores under the jurisdiction of this Agreement further grouped according to the county in which they are located.

In the event of a layoff for lack of work of a full time employee in Group I, seniority shall be applied as follows:

A. The last senior employee in the job classification in the store may displace the least senior part time employee in the same job classification in that store; or

B. The least senior employee in the job classification in the store may displace the least senior employee in that job classification in the Region in which the store is located.

C. The least senior employee in the Region in the job classification may displace the least senior employee in that job classification in the Group.

D. The least senior employee in the job classification in the Group may displace the least senior employee in the job classification in the area covered by the Contract.

In the event of a layoff for lack of work of a full time employee in Group 2, seniority shall be applied as follows:

A. The least senior employee in the job classification in the store may displace the least senior part time employee in the same job classification in that store; or

B. The least senior employee in the job classification in the store may displace the least senior employee in the job classification in the county in which the store is located.

C. The least senior employee in the job classification in the county may displace the least senior employee in the job classification in Group 2.

D. The least senior employee in the job classification in Group 2 may displace the least senior employee in the job classification in the area covered by the Contract.

It is understood that a full time employee in either Group at any step in the aforementioned procedure may displace the least senior part time employee in the same job classification in his or her store. Part time employees may be laid off on a store basis. In Group I, they may exercise their seniority on a Region basis, and in Group 2 on a county basis by contacting the Personnel Department in writing with a copy to the Local Union at the time of layoff.