

Contract # 13-923 - Dominick's

CONTRACT

between

UNITED FOOD AND COMMERCIAL
WORKERS UNIONS

LOCALS 1453, 1504, 1540, 1550

AFL-CIO, CLC

of the

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,

AFL-CIO, CLC

and

MAJOR FOOD CHAINS



JUNE 27, 1982

through

MARCH 23, 1985

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AGREEMENT

This Agreement, mutually entered into by and between UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. _____, chartered by the United Food and Commercial Workers International Union, AFL-CIO, CLC, as party of the first part, and hereinafter referred to as the Union, and _____

_____ or its successor, as party of the second part, and hereinafter referred to as the Company.

The parties to this Agreement agree that they will not discriminate against any employee, or prospective employee, because of age, race, sex, creed, color, national origin or Union affiliation.

ARTICLE I—INTENT AND PURPOSE

1.1. The Employer and the Union each represent that the purpose and 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 so set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

1.2. The Company recognizes the Union as the sole collective bargaining agency for all of the employees, as hereinafter set forth, employed at the retail stores of

_____ in the geographical jurisdiction of the Union.

ARTICLE II—COVERAGE

2.1. The term "Company" as used in this Agreement shall refer and relate to all retail food stores now owned and/or operated by the Company located within the geographical jurisdiction of the Local Union, and such new retail food stores as the Company shall operate during the term of this Agreement. The terms and conditions of this Agreement shall apply to all operators of concessions, leased or licensed departments of the Company operating in the stores described above.

2.2. The term "employees" as used in this Agreement shall include all employees working in the retail food stores of the Company including employees working in leased and/or licensed departments and all concessions departments within the store, except its employees in the meat department and one (1) Store Manager. In stores having an average volume of \$150,000.00 per week, the Company may appoint one (1) Co-Manager who shall also be excluded from the definition of "employees."

2.3. It is agreed that only unit employees covered by the Collective Bargaining Agreement shall perform all work, services and handling or selling of merchandise in the Employer's store and that the Store Manager, Co-Manager or other supervisor shall not perform bargaining unit work, except under the following conditions:

- (a) Any emergency occasioned by an accident, Act of God, or mechanical equipment failure which required immediate action to remedy the emergency.
- (b) Routine customer assistance.
- (c) Sporadically reshelving of stock displaced by customers.
- (d) Check-in of direct delivery by sales person.
- (e) Employee training.

In the event of a violation of this section, the most senior employee working in the store at the time of the violation shall receive four (4) hours straight-time pay or straight-time pay for the amount of time spent in such violation, whichever is greater. Prohibited work performed by more than one supervisory employee shall be treated as separate violations and payment will be made accordingly. Any pay due under this paragraph shall be reflected on the employee's time record at the time the violation is reported and the payment shall be incorporated in the next pay check due the employee. It shall not be a violation of this Section for a store manager, co-manager or other supervisory employee to assist a customer, but this is not to be as a replacement of a bargaining unit employee in the performance of his or her job.

ARTICLE III-UNION AFFILIATION

3.1. The Company agrees that there shall be no discrimination against any employee because of Union affiliation or activity.

3.2. It is agreed that an employee of the Company, upon being elected or appointed to office in the Union shall be granted a leave of absence for a period up to three (3) years, and upon expiration of such leave shall be reinstated in a similar position as that held when granted leave of absence.

ARTICLE IV-UNION SHOP

4.1. The following shop condition shall be effective:

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing and those who are not members on the execution date of this Agreement, shall on the thirty-first (31st) day following the execution date of this Agreement, become and 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 execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. The Company may secure new employees from any source whatsoever. During the first (1st) thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Company provided, however, that the aforementioned thirty (30) day period may be extended up to sixty (60) days by mutual agreement between the Employer and the Union. Any extension to the probationary period will be in writing signed by the employer, the Union and the affected employee.

4.2. During the probationary period, only the wage schedule as provided for herein, shall be applicable to the employee.

4.3. Check-off: The following provision shall become effective for the United Food and Commercial Workers Local Union No. _____, if and when such Local Union desires to institute such checkoff procedure. Upon sixty (60) days notice to the Employer involved, the following shall become applicable:

"The Employer shall for the term of this Agreement deduct initiation fees as authorized, and shall deduct Union dues from the last pay of each month of employees who are members of the Union who individually certify in writing authorization for such deductions. The authorization for such deduction may be revoked by the employee upon giving thirty (30) days written notice to the Employer and the Union. The Employer shall promptly remit all sums deducted in this manner to the Secretary-Treasurer of the Local Union."

4.4. A.B.C. Check-off: The following provision shall become effective for United Food and Commercial Workers Local Union No. _____, if and when such Local Union desires to institute such check-off procedure. Upon sixty (60) days notice to the Employer involved, the following shall become applicable:

The Employer agrees to honor and to transmit to the Union contribution deductions to the United Food and Commercial Workers International Union Active Ballot Club from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution deduction authorization cards.

ARTICLE V—MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the management of the business, including the right to plan, determine, direct and control store operations and hours, the right to study and introduce new methods, facilities and products, the right to direct and control the work force, including the determination of its size and composition, the scheduling and assignment of work, and also including the right to hire,

assign, demote, promote and transfer, to lay off or reduce the hours of work because of lack of work, to discipline, suspend or discharge for proper cause, and to establish and maintain reasonable rules and regulations covering the operation of the store, a violation of which shall be among the causes for discharge, is vested in the Employer: provided however, that these rights shall be exercised with due regard for the rights of the employees. The listing of specific rights in this Agreement is not intended to be, nor shall it be considered restrictive or a waiver of any rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

ARTICLE VI-CLERKS WORK CLAUSE

6.1. No salesman shall handle or stock any merchandise in the store, excluding the meat department, except rack jobbers and driver-salesman engaged in servicing the retail stores under prevailing practices with merchandise directly from a delivery vehicle at the point of delivery. It is understood that the above shall not apply in the new stores during the first week after the store is opened. In the event of violation of this Section, the most senior employee working in that store at the time of the violation shall receive four (4) hours straight-time pay or straight-time pay in the amount of actual time spent in such violation. If more than one (1) person is involved in the violation, the two (2) senior clerks shall receive the violation pay.

****6.2.** It shall be a violation of this Agreement for General Merchandise Clerks or Deli/Bakery Clerks to perform Regular Clerk duties. Any such employee performing Regular Clerk duties shall be paid in accordance with 6.3 (b), (c) and (d) except at the rate of the next higher Regular Clerk rate bracket.

6.3. It shall be a violation of this Agreement for Utility Clerks to perform any duties other than those set forth in 7.4 (c). In order to insure compliance with the provision, the parties agree as follows:

- (a) The Employer shall post in each of its stores a notice to the employees signed by an authorized Employer representative instructing all employees of the duties of Utility Clerks and instructing all employees that the performance of any other duties constitutes a violation of the Contract.
- (b) Upon the first violation of this Section, the Utility Clerks in the store involved shall be paid the regular clerks starting rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performance of Utility Clerks' duties.
- (c) Upon a second violation in the same store, all Utility Clerks in the store involved shall be paid the regular

****Applies to Eagle Stores only**

clerks starting rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performance of Utility Clerk's duties.

- (d) Upon a third violation in the same store, all Utility Clerks in the store involved shall be paid double the Utility Clerk's rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerks' duties.

ARTICLE VII - SENIORITY

7.1. Seniority shall be defined as the length of continuous employment with the Employer within the bargaining unit and shall begin with the employee's last date of employment. For seniority purposes, a "date of employment" shall mean a date the employee actually commences work on the job. Seniority ranking for employees commencing employment on the same date shall be determined by the day and month of birth. The employee whose day and month of birth is closest to January 1, within the calendar year, shall have the greatest seniority. Employees transferred into the bargaining unit from an employer's store covered by contract with United Food and Commercial Workers Union Locals 1453, 1504, 1540 and 1550 shall maintain their previously acquired seniority. Supervisors transferred back to the bargaining unit shall be credited for all seniority earned prior to the supervisor's promotion out of the bargaining unit.

7.2. No employee shall acquire any seniority rights until he has been employed by the Company for at least thirty (30) days provided that after thirty (30) days employment the seniority shall revert to the last date of hire.

7.3. Seniority may be broken only by quit, justifiable discharge, layoff for one (1) year, employment outside the bargaining unit for one (1) year or failure to return to work in accordance with the terms of a leave of absence or recall from layoff.

7.4. In the application of the principles of seniority, there shall be five (5) seniority groups, ranked in the following order:

- (1) Classified employees; (2) regular clerks; *(3) general merchandise clerks; *(4) bakery-deli clerks and (5) utility clerks. The seniority groups are defined as follows:
 - (a) Classified employees: Assistant Manager, produce manager, cashier-bookkeeper, dairy/frozen food department head, **general merchandise department head, **deli department head and **bakery department head are classified employees. Each group of classified employees shall constitute a separate seniority listing.
 - (b) Regular clerks are all employees other than classified employees, **general merchandise clerks, **bakery-deli clerks and utility clerks.

**Applies to Eagle Stores only.

- (c) ****General merchandise clerks** are all employees working in a general merchandise department. A general merchandise department is a separate department of the store consisting of at least four full aisles in the same area of the store, which exclusively handle non-food items such as housewares, soft goods, pet supplies, light bulbs and supplies, greeting cards, drugs and health and beauty aids.
- (d) ****Bakery-deli clerks** are all employees working exclusively in bakery and deli departments.
- (e) **Utility clerks** are all employees whose duties are limited to sorting, bagging and packaging sold merchandise, carrying and loading sold merchandise; sweeping floors anywhere in the store, cleaning the parking lot and other adjacent areas outside the store; filling bag rack; cleaning areas around and in front of the checker lanes; cleaning rest rooms; collecting and sorting beverage containers; disposing of trash and rubbish; washing and cleaning of shelves and fronts of cases, without handling merchandise; washing windows; posting of window signs; returning of merchandise left by customers from check stands to shelves or displays; mopping of store; and blocking of shelves to begin not earlier than one hour before closing.

7.5. The transfer of an employee to a seniority group having a higher wage schedule shall be deemed a promotion. Such employees shall have two seniority dates, to-wit: the date of hire and date of promotion. Within the employee's new seniority group, the date of promotion shall apply. In the event an employee is returned to a lower seniority group, the date of hire shall apply. In the event an employee is returned to their higher seniority group within three (3) months after their involuntary demotion to the lower seniority group, the date of first promotion shall apply.

7.6. The Employer shall prepare seniority lists as follows: for each group of classified employees, the Employer shall prepare a single seniority list for all stores covered by the contract. For all other seniority groups, the Employer shall prepare a master list for all stores covered by the contract and a separate list for each store. The Employer shall prepare the classified list and master list once each six months. The separate store list for each seniority grouping shall be prepared each four months. Copies of all lists shall be submitted to the Union and maintained in the store office.

Additionally, copies of the separate store lists shall be posted in the store in a conspicuous place accessible to the employees. The lists shall include each employee's name, rate of pay, date of hire, classification and promotion date where applicable. No employee shall be bound by a seniority date appearing on a list if, in fact, the seniority date is incorrect.

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7.7 In order to maximize the opportunity for employees to exercise seniority rights in a manner which will allow employees to work in stores convenient to their store of last employment, the parties agree that there shall be mutually agreed upon geographical groupings of stores. Employee's seniority rights shall be exercised on a store basis, geographic grouping basis as well as a local union basis as more specifically set forth below. By mutual agreement the geographic grouping may include stores located within the jurisdiction of two or more locals.

In the event of a new store opening, the parties agree to meet prior to the date of posting the new store opening to discuss the geographic grouping and revise the same if necessary. In the event of a store closing, the parties agree to meet within seven (7) days following the store closing to discuss the geographic grouping and revise the same if necessary.

7.8. Layoffs: Layoffs within the store shall be on a strict seniority basis within the affected seniority classification. The Employer shall offer employees a reasonable period of training, not less than thirty (30) days, if necessary to comply with this seniority requirement. A laid-off employee shall have the following options based upon seniority:

- (a) The laid-off employee may elect to transfer within his seniority classification to any store in the geographic grouping provided that in the store selected by the laid-off employee, there is at least one less senior employee working in the same classification. If the transfer involves work which the employee has not previously performed, then the Employer shall offer the employee a reasonable period of training, not less than thirty (30) days.
- (b) In the event the laid-off employee's seniority does not permit a transfer within the geographical grouping, then the laid-off employee may elect to transfer to any store within the jurisdiction of the local union in accordance with the employee's seniority, on the same basis and under the same conditions as set forth in paragraph 1 above.
- (c) In the event the laid-off employee's seniority does not permit a transfer within the local union jurisdiction, then the laid-off employee may elect to transfer in accordance with the employee's seniority to a store of the Employer within the jurisdiction of any one of the local unions listed in paragraph 7.1 provided, however, that such transfer will displace the least senior employee only working in said local unions jurisdiction.
- (d) A laid-off employee may elect to take a demotion to a lower seniority grouping within his store (a seniority grouping with a lower wage schedule). The employee will then be placed upon the applicable seniority list based upon the employee's last date of hire.

**(e) Lateral transfer between equal wage structure seniority groups within the store.

(f) In lieu of exercising the above option the employee may elect to accept lay off status. Before hiring any employees or promoting an employee to a job within the laid off employee's seniority classification, the Employer will offer the job to employees who exercise the demotion option of paragraph (d) above or employees on the lay-off list, in accordance with seniority. An employee may decline to accept a recall to any store other than to one within the same geographic grouping from which the lay-off occurred without forfeiting their recall rights.

7.9. All employees shall have recall rights up to one (1) year from lay-off. Employees shall be notified of recall by certified mail to their last known address, if they cannot be reached by phone.

7.10. An employee who is reduced in hours by more than six (6) hours per week for four (4) consecutive weeks will be eligible to transfer as set forth above. The base period used to determine the six (6) hour reduction will be the average number of hours worked during the preceding four (4) weeks. Employees who wish to transfer under this provision must notify their Store Manager in writing, with a copy to the Union. The transfer will be made in accordance with 7.8 above and will be effective the beginning of the second week following receipt of such notice.

7.11. Any employee laid off as a result of a store closing or any employee laid off as a result of transfer pursuant to the aforesaid transfer provisions, including a lay-off occasioned by the transfer of an employee from a closed store, shall have the same transfer rights as set forth above.

7.12. Promotions and Demotions: Promotions and demotions shall be handled in the following manner:

- (a) When a job opening occurs within a store, it shall be filled either by a voluntary transfer in accordance with Section 7.13, and Section 7.8 (e), or by an employee from the next lowest seniority group within the store in accordance with strict seniority.
- (b) Promotion to classified jobs shall be within the sole discretion of the Employer, provided, however, that all classified jobs shall be filled by unit employees.
- (c) The Employer shall afford every promoted employee a reasonable period of training in the position, not less than thirty (30) days.
- (d) An employee promoted to a classified job must perform the duties of the classified job.
- (e) No employee shall be demoted from any seniority group or any premium pay position without just cause.

****Applies to Eagle Stores only.**

7.13. Involuntary and Voluntary Transfers: The Employer may transfer employees to meet the necessities of the business with the following limitations and under the following conditions:

- (a) No employee shall be involuntarily transferred outside of their geographical grouping.
- (b) In the event a transfer is required outside of the geographic grouping, the Employer will first seek volunteers. In the event no volunteers apply for a transfer the Employer will make the transfer in accordance with inverse seniority.
- (c) No involuntary transfer will be made which will result in a reduction of hours for the transferred employee.
- (d) Should the regular employee be temporarily transferred from his or her regularly assigned store to another store and such transfer results in additional transportation expense, the employee will be reimbursed by the Company for such additional transportation expense. Transportation cost shall be computed on the basis of the Federal Travel Expense Standards in effect at the time.
- (e) An employee desiring a transfer to a store closer to home shall notify the Employer in writing of his or her desire to transfer to a specific store. In the event of a job opening in the specific store involving a comparable number of hours, the Employer will transfer the employee within the employee's seniority classification to the specific store. The employee requesting the transfer must have greater seniority than other employees on lay-off or other employees in the store who have requested to fill the job opening.

ARTICLE VIII—WORKING HOURS AND OVERTIME

8.1. The basic work week shall be forty (40) hours to be worked in five (5) days, eight (8) hours per day, not necessarily consecutive, between Monday through Saturday. During the life of this Agreement, there shall be no change in the basic work week without first obtaining the approval of the Union.

8.2. Employees will be paid time and one-half (1½) at regular rate of pay for work performed on the sixth (6th) day of any week, regardless of total weekly hours, except in a case where an employee accepts a call-in that results in a sixth days work; or in a case where the sixth day results from the claiming of hours or scheduling pursuant to a claiming of hours in accordance with paragraph 8.12 (a).

8.3. Employees will be paid time and one-half (1½) their regular rate of pay for work in excess of forty (40) hours per week.

8.4. Employees will be paid time and one-half (1½) their regular rate of pay for work in excess of eight (8) hours per day.

8.5. Time and one-half (1½) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

8.6. No employee shall be scheduled for less than three (3) hours work on any day of the week. All employees reporting to work, as scheduled shall be guaranteed the number of hours work as indicated on the work schedule for that day, or shall receive pay in lieu of such hours worked, except in cases of emergency due to Acts of God, civil disorder, strikes, or boycotts. All employees called in to work on an unscheduled day, shall receive a minimum of three (3) hours work, or three (3) hours pay in lieu thereof. No employee shall have his workweek reduced or be required to take time off as a result of this paragraph of the contract.

8.7. All work performed by employees on Sunday and holidays shall be considered as premium work, and such work shall be paid at the rate of time and one-half (1½) the employee's regular rate of hourly pay. Sunday work shall not be considered part of the basic workweek for employees. Sunday and holiday work shall be scheduled by the Employer and shall be rotated among all employees who volunteer for Sunday work. Should an insufficient number of employees volunteer, the Employer shall have the right to schedule from the least senior in inverse order. Senior employees shall have the right to the Sunday and holiday schedule with the greatest number of hours.

Within the third week of the month the Employer shall post a notice next to the weekly work schedule requesting volunteers for Sunday work and holidays, if any, during the following month. Once posted and scheduled, an employee who fails to meet their commitment will forfeit their right to rotation for the month. Employees requesting Sunday or holiday work shall have the right of the greatest number of hours scheduled for the day in question, by seniority.

8.8A. The Employer shall post in ink or other permanent means in each store the current work schedule for all employees working in the store. The schedule shall be posted by no later than Thursday, 4:00 p.m. of the week preceding the scheduled workweek. The schedule shall list the names of the employees in accordance with seniority and classification. All hours for the week shall be posted on the schedule. Forty (40) hour employees shall have the right to select either Monday, Tuesday or Wednesday as their scheduled day off in accordance with seniority and shall notify the Store Manager of their preferred day off. Where Saturday is a regularly scheduled day off for forty (40) hour employees, the day shall be rotated among forty (40) hour employees and scheduled in lieu of their regular day off.

Work schedules shall be maintained in the store for a three month period of time and shall be made available to an

authorized representative of the Union for examination upon request. No employee who is called in to work out of the posted work schedule shall be required to take compensatory time off from the posted work schedule. Schedules must be posted in an area that is accessible to all employees.

8.8B. The Company agrees not to employ or schedule two (2) or more employees where it is possible to employ or schedule one (1) forty (40) hour employee.

8.9. An employee scheduled to work during any week shall receive a minimum of twelve (12) hours pay. However, this does not apply to employees who, under the previous contract, were scheduled to work on Saturday only, or employees whose hours are claimed pursuant to Article 8.12, and the result of such claim leaves the employee with less than twelve (12) hours per week. In which case the employee whose hours were claimed will work whatever hours remain after the claim.

8.10. Employees shall not be scheduled to work a split shift. A split shift is defined as two (2) shifts more than one (1) hour apart.

8.11. Call-In Hours and Additional Hours:

- (a) Call-in hours are defined as replacement hours occasioned by the absence of an employee. The Employer will make a reasonable effort to call in employees in accordance with seniority. Employees will have the right to refuse a call-in. The Employer shall not be obligated to call an employee in accordance with seniority if the replacement hours would result in overtime for the called-in employee.
- (b) Additional hours are defined as hours added to the posted schedule due to business needs through the call-in of additional employees or through the assignment of additional hours to employees at work.
- (c) In the event additional hours are occasioned by the need for additional employees, the Employer will call in employees in accordance with paragraph (a) above.
- (d) In the event additional hours are occasioned by the need to assign additional hours to employees at work, such hours shall be offered to employees at work in order of seniority provided such work does not result in overtime. If there is a failure to obtain sufficient volunteers, the hours shall be assigned in reverse order of seniority.

8.12A. Claiming of Hours: Employees within their seniority group shall be eligible to claim available hours up to and including eight (8) hours per day, and up to and including forty (40) hours per week in a regular workweek, including any portion of a less senior employee's hours in accordance with seniority. It is understood and agreed that Sunday and/or holiday hours may not be claimed pursuant to this Section. Hours claimed under the provisions of Section 8.2 of this Agreement on the sixth (6th) day in a

workweek or in excess of thirty-two (32) hours in a holiday week, shall be paid for at straight time.

An employee's right to claim available hours shall include the right to claim all or any portion of a junior employee's schedule commencing prior to or upon the termination of the senior employee's schedule or within four (4) hours thereof so long as the result of the claim permits the junior employee to work a minimum of three (3) unclaimed hours. A claim within such time period shall not be construed as a split shift.

An employee shall not be required to make the same available hours claim after three (3) successive weeks. Once an employee has claimed hours, the schedule shall be adjusted consistent with the employee's claim for future weeks. Failure to do so shall be a violation of this Agreement and the employee shall be entitled to pay for the hours in question.

Employees who regularly worked forty (40) hours under the preceding Labor Agreement shall not have their hours claimed except on a seniority basis by other employees who worked forty (40) hours under the preceding Labor Agreement. Employees who have voluntarily reduced their hours below forty (40) hours per week may have their hours claimed in accordance with this section. Once the work schedule has been posted pursuant to the provisions of Section 8.8 hereof, employees wishing to claim additional available hours must make their wishes known to the Store Manager, or his designee, within twenty-four (24) hours of such posting or waive their right to claim additional hours for the balance of the work schedule as posted.

8.12B. Senior employees will indicate their continuing preference for day shift or night shift. Day shift is any eight (8) hour shift scheduled to end at 6:00 p.m. or earlier and night shift is any eight (8) hour shift scheduled to end after 6:00 p.m.

After such employees have notified the manager of such continuing shift preference, such employees will be scheduled by seniority for the available shifts.

8.13. All employees shall receive an unpaid lunch period during each eight (8) hour shift. The lunch period shall be either one-half ($\frac{1}{2}$) hour or one (1) hour at the option of the employee. Employees working six (6) hours or more, but less than eight (8) hours per day who request a lunch period shall be granted a one-half ($\frac{1}{2}$) hour lunch period. In the case of an eight (8) hour shift, the lunch break shall be scheduled no later than three (3) hours prior to termination of the shift and no earlier than three (3) hours after the start of the shift. In the case of a shift less than eight (8) hours, the lunch break shall be scheduled no later than two (2) hours prior to the termination of the shift and no earlier than two (2) hours after the start of the shift.

8.14. Employees shall receive two (2) fifteen minute uninterrupted rest periods without loss of pay, in any one

workday. The rest periods shall be scheduled approximately within fifteen (15) minutes of the employees half ($\frac{1}{2}$) shifts. Employees working three and one-half ($3\frac{1}{2}$) hours but less than seven (7) hours shall be entitled to one (1) rest period. Employees shall be compensated at their straight time hourly rate of pay for rest periods not taken in violation of the rest period provision herein.

8.15. Night Crew Employees:

- (a) Night crew employees are defined as any forty (40) hours per week employees who work a majority of their scheduled hours after 9:00 p.m., or before 6:00 a.m.
- (b) All full-time forty (40) hour night crew employees will be scheduled regular nights each week, five (5) nights per week, Monday through Saturday and shall be scheduled within two (2) hours of the same starting time each night.
- (c) Once each four (4) weeks, forty (40) hour night stock employees will be scheduled for four (4) consecutive ten (10) hour, straight-time shifts.
- (d) Night crew employees shall receive forty cents (40¢) per hour premium for all hours worked. This premium shall be computed into vacation, holiday and sick pay.

8.16. Night crew work shall be assigned by inverse seniority, or at the employee's request. After twelve (12) months of employment on the night crew, a night crew employee may request, in writing, a transfer from the night crew. A copy of such request shall be sent to the personnel office of the Employer and to the Union. When openings occur for day jobs within the employee's geographical grouping, night crew employees shall be offered the day jobs, by seniority among themselves, requesting the transfers in writing in accordance with Section 7.13 (e).

8.17. With the exception of night crew employees, all work performed between the hours of 10:00 p.m. and 6:00 a.m. shall be compensated with a premium of forty cents (40¢) per hour in addition to the employee's regular rate of pay.

8.18. Whenever overtime hours also involve premium pay, the overtime rate shall be time and one-half ($1\frac{1}{2}$) the regular hourly rate and the premium pay shall be added thereto. Premium pay, based on the job (key carrier, office clerical, general merchandise clerk, receiver clerks, night crew leader and 2nd man in produce) shall be paid in addition to any premium pay based on hours (Sunday hours, night hours). Premium pay based on Sunday hours shall be paid in addition to premium pay based on night hours on Sunday.

8.19. No employee shall be scheduled without at least twelve (12) hours rest between shifts.

8.20. Night crew employees scheduled to start work before 6:00 a.m. on the day following Thanksgiving Day, Christmas Day and New Year's Day shall be paid time and one-half ($1\frac{1}{2}$) for all hours worked within the scheduled shift.

ARTICLE IX - WAGES

9.1. Minimum wage rates shall be as follows:

A. Department Heads: (as defined in Article 9.3 below)

	Effective 10/31/82	Effective 03/27/83	Effective 09/25/83	Effective 03/25/84	Effective 09/30/84
Assistant Manager	\$11.81	\$12.11	\$12.26	\$12.61	\$12.76
Produce Manager	11.65	11.95	12.10	12.45	12.60
Cashier-Bookkeeper	10.90	11.20	11.35	11.70	11.85
Dairy/Frozen Food Department Head	10.70	11.00	11.15	11.50	11.65
**General Merchandise Department Head ...	10.70	11.00	11.15	11.50	11.65
**Bakery Department Head	9.00	9.30	9.45	9.80	9.95
**Deli Department Head	9.00	9.30	9.45	9.80	9.95

B. Regular clerks: (as defined in Article 7.4 (b)).

Pay Level	Months	Effective 10/31/82	Effective 03/27/83	Effective 09/25/83	Effective 03/25/84	Effective 09/30/84
1	0 - 3	\$ 4.20	\$ 4.25		\$ 4.25	
2	4 - 6	4.40	4.45		4.50	
3	7 - 9	4.65	4.80		5.00	
4	10 - 12	5.25	5.35		5.50	
5	13 - 18	6.05	6.20		6.40	
6	19 - 24	6.55	6.70		6.95	
7	25 - 30	7.05	7.25		7.50	
8	31 - 36	7.50	7.70		8.00	
9	37 - 42	8.00	8.25	\$ 8.40	8.65	\$ 8.80
10	43 - 48	8.40	8.65	8.80	9.05	9.20
11	49 - 54	8.90	9.20	9.35	9.60	9.75
12	55 - 60	9.40	9.70	9.85	10.10	10.25
13	61 - 66	9.80	10.15	10.30	10.55	10.70
14	Over 66	10.45	10.75	10.90	11.25	11.40

- (1) Effective October 31, 1982, current employees at pay levels 7 through 13 shall progress in accordance with classification seniority through pay level 14.
- (2) Effective October 31, 1982, new hires and current employees at pay levels 1 through 6 shall progress in accordance with classification seniority through pay level 9 only, except as provided below:
 - (a) Employees who reach pay level 9 and average 32 hours or more during months 40, 41 and 42 shall progress in accordance with classification seniority through pay level 14.
 - (b) Employees capped at pay level 9 with more than 42 months classification seniority, who average 32 hours or more during any three month calendar period shall, beginning with the first pay period of the fourth month, progress in accordance with seniority classification through pay level 14.
 - (c) (1) Employees who progress beyond pay level 9 because of the provisions of (a) or (b) above, will become frozen in their then present pay level on the first pay period of the fourth month if they average less than 32 hours per week during any preceding three calendar month period.
 - (2) Any employee frozen in accordance with provisions of (c) (1) shall again progress through pay level 14 if and when that employee again meets the requirements of (b) above.
- (3) Current regular clerks working in the 0-6 month bracket, upon completing six (6) months of employment, will progress to the new pay level "4" bracket and progress every six (6) months thereafter.

**Applies to Eagle Stores only

C. General Merchandise, Bakery and Delicatessen Clerks:

	Effective 10/31/82	Effective 03/27/83	Effective 03/25/84
Hired prior to 8/5/79			
30 and up	\$8.75	\$9.05	\$9.40
Hired after 8/5/79			
Months			
0 - 3	4.20	4.25	4.25
4 - 6	4.40	4.45	4.50
7 - 9	4.65	4.80	5.00
10 - 12	5.25	5.35	5.50
13 - 18	6.05	6.20	6.40
19 - 24	6.55	6.70	6.95
25 - 30	7.05	7.25	7.50
Over 30	7.75	8.05	8.40

Current bakery, delicatessen and general merchandise clerks working in the 0-6 month bracket, upon completing 6 months of employment, will progress to the new pay level "4" bracket and progress every 6 months thereafter.

D. Utility Clerks: (as defined in Article 7.4 (c)).**(1) Current utility clerks:**

	Effective 10/31/82	Effective 03/27/83	Effective 03/25/84
Months			
0 - 6	\$3.85	N/A	N/A
7 - 12	4.05	\$4.20	N/A
Over 12	4.50	4.70	\$4.90

Upon promotion present utility clerks shall slot to the next higher regular clerks rate and progress thereafter.

(2) New Hire utility clerks:

	Effective 1st Sunday after ratification	Effective 03/27/83	Effective 03/25/84
Months			
0 - 1	\$3.35	\$3.35	\$3.35
2 - 6	3.50	3.60	3.65
7 - 12	3.60	3.70	3.80
Over 12	3.75	3.90	4.00

9.2. Premium Pay:

A. In addition to the foregoing, the following employees shall receive premium pay of twenty-five cents (25¢) per hour additional for all hours worked for the entire daily shift when premium work is performed:

(a) Night Crew Leader
(as defined in paragraph 9.3 below)

(b) Key Carrier
(as defined in paragraph 9.3 below)

*(c) Store-Office Clerical Employees other than
Cashier-Bookkeeper
(as defined in paragraph 9.3 below)

*(d) General Merchandise Ordering Clerk
(as defined in paragraph 9.3 below)

*(e) Receiver Clerks
(as defined in paragraph 9.3 below)

*Applies to Dominick's Stores only.

- *(f) Second Person in Produce Department
(as defined in paragraph 9.3 below)

B. The following employees shall receive premium pay of twenty-five cents (25¢) per hour for all hours when the premium pay job is performed, rounded out to the next highest hours on a daily basis:

- ** (a) Store-Office Clerical Employees other than Cashier-Bookkeeper
(as defined in paragraph 9.3 below)
- (b) Relief Clerks for the premium jobs of Night Crew leader, *General Merchandise Ordering Clerk, *Receiver Clerks and *Second Person in Produce Department.
- ** (c) General Merchandise Ordering Clerk
- *(d) Receiver Clerks

C. Premium pay shall not be pyramided if during the course of the work week the employee works at more than one premium job.

9.3. Definitions:

- (a) An Assistant Manager is defined as one who assists the Manager in the operation of the store.
- (b) A Produce Department Head is defined as one who operates the Produce Department under the direction of the Store Manager.
- (c) A Cashier-bookkeeper shall be defined for purposes of this Contract as an employee who is appointed and trained by the Company to handle the cash and the necessary reports to the General Office and such other work as required in supermarkets.
- (d) A Dairy/Frozen Food Department Head is defined as the employee who is responsible for the operation of the Dairy/Frozen Food Departments under the direction of the Store Manager. Such Employees will work within the Department and will perform ordering, stock and inventory duties normally performed by a Department Head.
- ** (e) A General Merchandise Department Head is defined as an employee who operates the General Merchandise Department under the direction of the Store Manager.
- ** (f) A Bakery Department Head is defined as the employee who operates the Bakery Department under the direction of the Store Manager.
- ** (g) A Deli Department Head is defined as the employee who operates the Deli Department under the direction of the Store Manager.

*Applies to Dominick's Stores only

**Applies to Eagle Stores only

- (h) Night-Crew Leader: Each night crew having four (4) or more employees shall have a lead member known as the Night-Crew Leader appointed from among the four (4) or more employees.
- (i) A Key Carrier is an employee who has been assigned the responsibility for opening or closing the store.
- (j) Store-Office Clerical Employees are defined as all employees who, in addition to the Cashier-Bookkeeper, perform office Clerical work for all or any part of their work schedule.
- (k) A General Merchandise Ordering Clerk is defined as an employee who has the responsibility for ordering general merchandise in a store which does not operate a separate general merchandise department.
- (l) A Receiver Clerk is defined as an employee who is assigned the responsibility of receiving all merchandise delivered to the designated receiving area of the store.
- *(m) A Second Person in Produce Department is defined as an employee who is assigned the responsibility of assisting the Produce Department Head in the operation of the Produce Department.

9.4. There shall be an Assistant Manager, Produce Department Head and Cashier-Bookkeeper in all stores regardless of store volume.

Effective December 1st each year, average sales shall be reviewed and in any store when the average weekly sales for the previous fifty-two (52) weeks is \$150,000.00 or more, all Department Heads set forth in paragraph 9.1 A above shall be appointed by the Employer provided that the Employer operates such Departments. (A Night Crew Leader will be appointed pursuant to Paragraph 9.3 above regardless of store volume.)

In the case of a new or remodeled store, average weekly total sales for the purposes of Department Head appointment shall be computed at the end of a four (4) month period using in such computation the last three (3) months of the four (4) month period. Appointments, where required shall be made no later than the first full week of the sixth (6th) month.

9.5. Employees presently receiving, or who may hereafter receive in excess of the above pay schedules shall not have their pay decreased because of provisions of this Contract. The negotiated wage increases are to apply to all employees who are presently receiving in excess of contract rates.

9.6. Definition of "Service in Industry":

- A. Proven comparable experiences not terminating more than two (2) years prior to date of application and shown on application for employment shall be the basis for determination of a new employee's rate of pay. Such experience prior to two (2) years before

*Applies to Dominick's Stores only

date of application and ending within the two (2) year period must be continuous to be counted, U.F.C.W.I.U. Union Card showing experience will be recognized as initial proof of experience.

- B. Claims for rate adjustment based on previous "service in the industry" must be filed in writing within ninety (90) days from date of employment, otherwise the employee forfeits any claim under this provision, except where such experience is shown on the initial "application for employment" in which event said ninety (90) days should not apply.
- C. Service in Industry Formula: In the application of service in the industry, rehired or new employees shall receive experience credit on the following basis: Employees hired shall receive full credit for each month of service up to a maximum of twenty-four (24) months.

9.7. Wages shall be paid each week by check to all employees and the Employer shall post on stubs the following information: Straight-time, overtime, and holiday hours paid for, plus employee's straight-time hourly rate of pay. In lieu of such information on the stubs, the Employer will make available a payroll work sheet containing such information to the Union Representative at the store.

9.8. Whenever a classified employee is assigned the responsibility of a Store Manager for five (5) working days or more, he or she shall be paid the Store Manager's base rate of pay. It shall be the right of said employee to refuse the assignment.

9.9. An employee acting as relief for and filling the job of a classified employee during sick leave, vacation or any leave, for five (5) days or more (except Sundays and regularly scheduled day off) shall be replaced and the replacement shall receive the contract rate for the job for those replacement hours, or his contract hourly rate, whichever is greater.

9.10. In the event the Employer creates a new job classification which involves new job duties, responsibilities, or skills, the Employer agrees to negotiate with the Union the rate of pay for the new job or classification.

ARTICLE X-HOLIDAYS

10.1. All employees shall be entitled to the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; or days legally celebrated in lieu thereof and any additional holiday proclaimed by the President of the United States or Act of Congress.

10.2. All employees will be entitled to a birthday holiday. The birthday holiday shall be taken during the week in which the birthday falls. If an employee's birthday falls during a holiday week, the birthday holiday shall be scheduled the following week. Newly-hired employees shall be

entitled to their birthdate holiday on their birth date in the calendar year following the year in which employed.

10.3. All employees hired prior to October 31, 1982, who presently or hereafter have 36 months service shall have earned and be entitled to six (6) personal holidays as of January 1 of each year. The employee may take all or any part of the six (6) personal holidays on and after January 1. Employees with less than 36 months service shall have earned and be entitled to personal holidays as follows:

Two personal holidays during the first twelve months of employment, four personal holidays during the second twelve months of employment, six personal holidays during the third twelve months of employment.

Employees hired on or after October 31, 1982, shall earn personal days as follows:

One (1) personal holiday at any time during the first (1st) twelve (12) months of employment.

Two (2) personal holidays at any time during the second (2nd) twelve (12) months of employment.

Three (3) personal holidays at any time during the third (3rd) twelve months of employment.

After 36 months of employment the above employees shall have earned and be entitled to all three (3) personal holidays as of January 1st of each succeeding year.

Employees shall request a personal holiday in advance of the posting of the schedule for the week in which the personal holiday occurs. A request for a personal holiday may be denied for business reasons provided, however, that no such request for the same personal holiday may be denied more than twice.

10.4. Employees may use the personal holidays two (2) times each year for a three (3) day weekend mini vacation. In January and June of each calendar year, eligible employees in the store will select the available specific weekend on the basis of seniority. The third (3rd) personal holiday may be used in conjunction with the employee's vacation in the form of an extra day off or an extra day's pay as agreed between the Employer and the employee. A weekend is defined as Friday through Sunday or Saturday through Monday.

10.5. Earned personal holidays, shall be paid to the employee upon termination, layoff or extended leave of absence as follows:

(a) Six earned days:

One day for each eight (8) weeks or portion thereof worked since January 1st of the calendar year.

Four earned days:

One day for each twelve (12) weeks or portion thereof worked since January 1st of the calendar year.

Three earned days:

One day for each sixteen (16) weeks or portion thereof worked since January 1st of the calendar year.

Two earned days:

One day for each twenty-four (24) weeks or portion thereof worked since January 1st of the calendar year.

One earned day:

One day.

- (b) If still employed, the week prior to Christmas, along with unused sick pay.

10.6. Holiday pay shall be determined by the number of hours which an eligible employee averages during the normal work week as follows:

Average Hours Per Week	Holiday pay in Hours
Less than 26 hours	4 hours at regular rate of pay
26 hours to 32 hours	6 hours at regular rate of pay
32 hours or more	8 hours at regular rate of pay

The average number of hours per workweek, for the purpose of this Article, shall be computed in accordance with vacation pay computation, Article 11.2.

For new hires and employees returning from military service the average number of hours per work week shall be computed on the basis of the average for the four (4) weeks immediately preceding the holiday, or during the period of employment if the eligible employee has less than four (4) weeks employment.

10.7. During the week in which holidays occur, other than personal holidays, employees shall receive time and one-half (1½) their regular rate of pay after thirty-two (32) hours work.

10.8. Employees who work on legal holidays as specified in 10.1 of this Article, shall receive time and one-half (1½) for all hours worked on the holiday in addition to their holiday pay. Forty (40) hour employees working on a holiday shall be scheduled for their regular basic workweek of four (4) days in addition to the holiday worked.

10.9. In order to be entitled to unworked holiday pay, as set forth in this Article, employees must work their scheduled day before the holiday and their scheduled day after the holiday unless the absence is excused by the Company or the employee presents a valid doctor's statement confirming the employee's illness.

10.10. Where a majority of employee's total weekly hours worked during the holiday week are at premium paid job classification, the employee's holiday pay will include premium pay.

10.11. No employee shall be required to work after 5:00 p.m. on Christmas Eve or 5:00 p.m. on New Year's Eve and New Year's Day. No employee shall work on Christmas Day. Only volunteers shall work after 5:00 p.m. on Christmas Eve or 5:00 p.m. on New Year's Eve and New Year's Day. If an insufficient number of employees volunteer, then the Employer will schedule the required employees on the basis of reverse seniority.

10.12. New utility clerks shall receive birthday and personal holidays as per new hire schedule.

ARTICLE XI-VACATION

11.1. All employees shall be entitled to a paid vacation on the following basis:

One (1) year of continuous employment	One (1) week
Two (2) years of continuous employment	Two (2) weeks
Five (5) years of continuous employment	Three (3) weeks
Twelve (12) years of continuous employment	Four (4) weeks
Twenty (20) years of continuous employment	Five (5) weeks
Twenty-five (25) years of continuous employment	Six (6) weeks

An employee will be eligible for his or her first week's vacation as of the first anniversary date of continuous employment. On January 1 following the first anniversary date of continuous employment, the employee will again be eligible for one (1) weeks vacation. Upon completion of the second anniversary date of continuous employment, the employee will be eligible for an additional weeks vacation during that calendar year. An employee qualifying for one weeks vacation as of January 1 may take the vacation prior to the second anniversary date of employment or await the second anniversary date of employment and take two (2) weeks vacation in that calendar year. In years during which the employee qualifies for additional weeks of vacation, namely the fifth, twelfth, twentieth and twenty-fifth years of continuous employment, vacation eligibility will be computed on the basis set forth above.

11.2. Vacation pay shall be paid at the contract rate in effect at the time of the vacation. Vacation pay shall be computed as follows: If the eligibility date is the anniversary date, vacation hours shall be based on the total number of hours worked for the twelve (12) month period preceding the anniversary date, divided by fifty-two (52). If the eligibility date is January 1, vacation hours shall be based on the total number of hours worked for the twelve month period preceding December 1, divided by fifty-two (52). Vacation hours shall be computed on basis of all hours paid for excluding only, pay for unused sick and personal days and any pay received under Workmen's Compensation. Employees regularly scheduled forty (40) hours per week shall be paid their vacation pay based on forty (40) hours per week.

11.3. Personal leaves of thirteen (13) weeks or less shall be counted as time worked for the purpose of computing

vacation benefits. Medical leaves of seventeen (17) weeks or less shall be counted as time worked for the purpose of computing vacation benefits. For personal leaves in excess of the thirteen (13) weeks, the divisor in paragraph 2 above shall be reduced to thirty-nine (39). For medical leaves, in excess of seventeen (17) weeks, the divisor in paragraph 2 shall be reduced to thirty-five (35).

11.4. An employee who has qualified for his or her first vacation and is subsequently laid off, shall receive a pro rata vacation for each full month of service completed since his last anniversary date of employment.

11.5. An employee who is discharged or quits, except discharge for dishonesty, after having worked six (6) months or more since his last anniversary date shall receive a pro rata vacation for each full month of service completed since his last anniversary date of employment.

11.6. If a holiday occurs during an employee's vacation, he or she shall be paid an additional days pay or receive an extra day off in addition to the vacation pay.

11.7. Vacations shall be scheduled on a storewide seniority basis and may be taken any time during the year requested by the employee. Based on the operational needs of the store, the Employer may limit the number of employees on vacation in any one week, provided that no week of the year shall be excluded from vacation scheduling. When there is a conflict between employees as to vacation dates seniority shall apply. No employee shall be compelled to take a vacation at a time not mutually agreed upon. A vacation once scheduled shall not be changed except by mutual agreement of employee and Employer. An employee with three (3) weeks or less vacation time shall not be required to split his or her vacation time. Those employees who have not indicated their choice of vacation dates by May 1, will not be allowed to bump a less senior employee after May 1st.

11.8. Any person who enters military service shall be paid his/her pro rata vacation pay, for that which he has earned, up to the time of his/her entering military service. Any veteran returning to work after military service shall receive his pro rata vacation pay for time worked during the time from his return to the anniversary date of his original hiring date.

Vacation allowed shall be in compliance with the terms of the existing Agreement.

11.9. An employee with more than six (6) months of service, but less than one (1) year of service, shall be allowed to receive up to one (1) weeks unpaid vacation leave during his/her first year of employment, provided that a replacement employee is available.

11.10 Vacation schedules shall be posted in all stores by April 1 of each year.

ARTICLE XII-SICK DAYS

12.1. All employees, hired prior to October 31, 1982, who presently or hereafter have thirty-six (36) months service shall have earned and be entitled to six (6) sick days as of January 1st of each year. The employee may take all or any part of the six (6) sick days on and after January 1. Employees with less than thirty-six (36) months service shall have earned and be entitled to sick days as follows: Two (2) sick days at any time during the first (1st) twelve months of employment. Four (4) sick days at any time during the second (2nd) twelve (12) months of employment. Six (6) sick days at any time during the third (3rd) twelve (12) months of employment.

After 36 months of employment the above employees shall qualify for all six (6) sick days as of January 1st of each succeeding year.

- (a) Employees (except New Utility Clerks) hired on or after October 31, 1982, shall earn sick days as follows:

One (1) sick day at any time during the first (1st) twelve (12) months of employment.

Two (2) sick days at any time during the second (2nd) twelve (12) months of employment.

Three (3) sick days at any time during the third (3rd) twelve (12) months of employment.

After 36 months of employment the above employees shall qualify for all three (3) sick days as of January 1st of each succeeding year.

For new hires and employees returning from Military service not eligible for vacation pay, the average number of hours per week shall be computed on the basis of the average of the four (4) weeks immediately preceding the sick day, or during the period of employment if the eligible employee has less than four (4) weeks employment.

- (b) Sick pay shall commence on the first (1st) day of absence provided such day is a scheduled workday and shall be paid for on the following basis:

Average Hours

Per Week	Hours of Sick Pay
Less than 26 hours	4 hours at regular rate of pay
26 hours to 32 hours	6 hours at regular rate of pay
32 hours or more	8 hours at regular rate of pay

The average number of hours for the payment of unused sick days, as provided in Article 12.2 paragraph (b) below, shall be based on the average number of hours per week as computed for vacation purposes in Article 11.2.

12.2. Earned sick days shall be paid to the employee upon termination layoff or extended leave of absence as follows:

- (a) Six earned days:

One day for each eight (8) weeks or portion thereof worked since January 1st of the calendar year.

Four earned days:

One day for each twelve (12) weeks or portion thereof worked since January 1st of the calendar year.

Three earned days:

One day for each sixteen (16) weeks or portion thereof worked since January 1st of the calendar year.

Two earned days:

One day for each twenty-four (24) weeks or portion thereof worked since January 1st of the calendar year.

One earned day:

One day.

- (b) If still employed, the week prior to Christmas, along with unused personal days.

ARTICLE XIII—JURY SERVICE—FUNERAL PAY—MILITARY RESERVE

13.1. All employees who are subpoenaed for jury service and actually report shall receive the difference in pay for the time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay at the employee's regular straight-time hourly rate of pay.

The employee shall notify the Store Manager that he or she has been subpoenaed for jury service on the employee's first workday following receipt of such subpoena.

When an employee is released for a day or part of a day, he/she shall report to his/her store for work.

Any employee who reports for jury service for five (5) days, Monday through Friday, shall not be scheduled to work on Saturday during that week. If, however, an employee volunteers to work on Saturday, at the request of the Employer, the employee shall receive the appropriate hourly rate of pay for said days, which pay shall not be set off against or deducted from the forty (40) hours jury pay; provided further that hours worked on Saturday shall not be considered as hours in excess of forty (40) hours for over-time purposes.

13.2. The Employer agrees to pay all employees for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled workdays at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parents, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, great-grandparents, step-parents, step-children, grandparents-in-law, or any relative residing with the employee or with whom the employee is residing.

13.3. Any employee, who serves in the National Guard or Military Reserve Units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the Unit in which they

serve. Such employees shall give the Employer two (2) weeks prior notice. An employee shall not be required to take military training duties as his earned vacation.

The Employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States.

ARTICLE XIV-LEAVE OF ABSENCE

14.1. All employees, after six (6) months employment shall be granted a leave of absence not exceeding one (1) year for injury or certified illness including pregnancy. Leaves of absence in excess of one (1) year may be granted by the Employer provided, however, that the employee shall not accumulate seniority in excess of one (1) year. All employees after six (6) months of service may be granted a personal leave of absence, not exceeding thirty (30) days upon the Employer's permission, without loss of seniority.

14.2. All leaves of absence must be in writing by the employee to the Personnel Director of the Company and the Personnel Director of the Company will send a written approval or disapproval to the employee.

14.3. Any employee who is granted a leave of absence and while on such leave of absence accepts employment with another Employer, or who goes into business for himself, is subject to discharge.

14.4. Upon return to work from a leave of absence, the employee shall be restored to the job previously held, or to a comparable job with regard to work and rate of pay. Time spent on leave of absence in excess of thirty (30) days shall not count toward wage progression. Upon notice to the Store Manager of availability for work by no later than noon Wednesday, the employee shall be restored to the work schedule for the following week. If notice is given after noon Wednesday, the employee shall be restored to the work schedule for the second week following notice.

14.5. Employees returning to work from a leave of absence due to sickness, accident or pregnancy may be required to pass a physical examination by the Employer before returning to work. Such physical examination shall be at the expense of the Employer.

14.6. Employees while on illness leave shall be entitled to holiday pay during the first (1st) thirty (30) days of such leave.

14.7. Employees injured on the job and unable to work as certified by the Employer's physician shall receive their regular hourly rate of pay, as scheduled, up to three (3) calendar days. The Employer shall maintain accident report forms in the store office.

ARTICLE XV-DISCHARGE OR SUSPENSION

15.1. No employee shall be discharged or suspended without just cause.

15.2. The Employer shall immediately notify the Union, of any discharge or suspension for investigation purposes, stating the date of discharge or suspension and reason. The telephone call from the Employer to the Union, no later than the next business day, shall be considered the immediate notice.

15.3. The Employer shall not suspend any employee without first giving the Union notice of the contemplated suspension and a reasonable opportunity to meet with the Employer to discuss the contemplated suspension.

ARTICLE XVI-GRIEVANCE AND ARBITRATION

16.1. The properly accredited officers or representatives of both parties to the agreement shall be authorized to settle any dispute, disagreement, difference or grievance arising out of the terms, application or interpretation of this Agreement.

16.2. The Union shall submit all grievances in writing within the following time limitations:

- (a) Grievances involving discharge or suspension shall be submitted within fifteen (15) days from the date the Union received notification of the discharge or suspension in accordance with Article XV of the Contract.
- (b) Grievances involving vacation pay shall be submitted within fifteen (15) days following the termination of the vacation.
- (c) Grievances involving hourly wage rates, wage brackets or premium pay shall be submitted in writing within fifteen (15) days from the date of the last occurrence of the grievance. The Employer's liability for such grievance shall not exceed one (1) year from the date of the filing of the grievance.
- (d) All other grievances shall be submitted in writing within fifteen (15) days of the date of the occurrence of the grievance.

Grievances not filed within the time limitations set forth above shall be nullified.

16.3. Representatives of the parties shall attempt to resolve all grievances as promptly as possible. For this purpose, either party may call a grievance meeting. The Company shall reply, in writing, to the Union's written grievance within fifteen (15) days following receipt of the written grievance. Should the Union wish to pursue the grievance, they will respond, in writing, to the Company's written answer within fifteen (15) days after receipt of the Company's answer.

16.4. When in the judgment of either party arbitration is necessary, either party may initiate same by notifying the other party in writing that it has invoked the arbitration provisions of the contract and that it has requested the Federal Mediation & Conciliation Service to submit a panel of arbitrators to the parties. In no event shall arbitration be initiated earlier than fifteen (15) days following the mailing of the written grievance. The parties shall promptly proceed to select an arbitrator from the panel and proceed to arbitrate the grievance all in accordance with the rules of the Federal Mediation & Conciliation Service. The decision of the arbitrator shall be final and binding on the parties.

16.5. Expenses incurred in connection with the arbitration, to-wit, fees of the Federal Mediation & Conciliation Service, the arbitrator's fees and expenses and rental of a hearing room, if necessary, shall be shared equally by the parties.

16.6. The failure of the Union to protest any constructive action notice or other written warning issued an employee, shall not be deemed as an admission on the part of the Union or the employee as to the truth of the content of such written notice or the propriety of its issuance. Any constructive action notice or written warning issued an employee shall be removed from the employee's records six (6) months after the issuance date.

16.7. Except as otherwise specifically set forth in this Agreement, it is agreed between the parties hereto that there shall be no strikes, cessation of work, picketing, boycotts or lockouts pending the final decision of any dispute submitted to arbitration in accordance with the provisions of this Agreement.

16.8. It shall not be a violation of this Agreement for any employee to refuse to cross a legal, primary, labor picket line that has been recognized by the United Food and Commercial Workers International Union. The Employer shall be notified in writing when any picket line has been sanctioned by the Union.

ARTICLE XVII-UNION ACCESS TO STORES

The Company agrees to permit an authorized representative or officer of the Union to have access to the stores at all hours when said stores are open for business for the purpose of communicating with the employees employed therein, but such representatives or officers shall not unnecessarily interfere with the duties of said employees or the business of the Company.

ARTICLE XVIII-NEW STORE OPENING- STORE CLOSING

18.1. New Store Opening: In the event the Employer opens a new store, the new store will be staffed by employees in accordance with the following procedures:

- (a) The Employer will post in each of the Employer's stores notice of the new store opening at least four (4) weeks prior to the store opening date. The notice shall remain posted for at least ten (10) days including the date of posting and give a brief description of each position to be filled and the number of anticipated 40 hour and less than 40 hour jobs for each position. Further, the posted notice shall advise the employees that they may bid on the positions at the new store by signing the notice for the posted positions. Said posted notice shall be maintained by the Company for up to and including fifteen (15) days from grand opening.
- (b) All non-classified positions will be filled in accordance with the seniority of the bidding employees. All positions not filled shall be offered to employees on layoff status in accordance with seniority.
- (c) The Employer will not hire new employees for the new store until the above procedures have been complied with.
- (d) Employees transferred from existing store to a new store that is opened shall, if subject to layoff within a period of ninety (90) days after the store is opened, have the right to return to the store from which transferred and assume the job that their seniority warrants.

18.2. Store Closing: In the event the Employer closes or sells a store and employees are terminated as a result thereof, pay equal to one (1) weeks pay for each year of continuous service commencing with the third (3rd) year for employees who regularly worked forty (40) hours per week and the fifth (5th) year for employees who regularly worked less than forty (40) hours per week up to, but not to exceed eight (8) weeks pay at their regular rate. However, for those employees who have an incomplete year of continuous service as an employee, will receive pro rata severance pay for that year as follows:

- 0 - 3 months equals twenty-five percent (25%) of a week's pay
- 3 - 6 months equals fifty percent (50%) of a week's pay
- 6 - 9 months equals seventy-five percent (75%) of a week's pay
- Over 9 months equals one (1) week's pay

Severance pay shall be computed as vacation pay in Article XI, 11.2.

18.3. If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then the employee shall have the option of accepting the job or the severance pay.

18.4. An employee who is laid off or involuntarily transferred within thirty (30) days of the store closing shall be

entitled to severance pay as set forth above. In the event the store is sold, the store closing date shall be the last date the Employer operates the store.

18.5. An employee who is displaced by the transfer of an employee from a closed or sold store shall, if otherwise eligible, be entitled to severance pay benefits applicable to eligible employees at the closed store.

18.6. The Employer shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) months following termination for those employees who receive severance pay except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Funds.

18.7. Holidays that fall within thirty (30) days after termination and employees who are eligible for severance pay shall be entitled to holiday pay.

18.8. Severance pay shall be due and payable two (2) weeks prior to the store closing date. All other monies due employees shall be paid in a lump sum upon termination or lay-off.

18.9. An employee who is terminated or laid off and who is eligible for severance pay and accepts severance pay shall not retain seniority or recall rights.

18.10. The Employer agrees to give the employees and the Union thirty (30) days notice in advance of a store closing or sale, or additional severance pay in lieu thereof.

18.11. Employees who are eligible for severance pay and accept a transfer to a lower rated job will maintain their present rate or the rate of the contract covering the area to which they are transferred, whichever is greater.

18.12. Letters of recommendation will be given to all laid off employees at time of layoff.

18.13. The Company agrees to recall any laid off employees in any new locations opened under the jurisdiction of the Local Union covered by this Agreement.

18.14. Payment of unused sick leave (Article XII) will be paid to employees laid off resulting from store closings.

18.15. Vacation and holiday pay shall be based on the highest rate paid to an employee during the one (1) year period to the employee receiving said vacation and holiday pay.

ARTICLE XIX-GENERAL

19.1. The Union Store Card must be displayed in all places where members of the Union are employed. The Store Card shall not be removed in case of a dispute unless the dispute is taken up with proper officials of the Company first.

19.2. The Union shall use its best effort as a labor organization to enhance the interests of the Company as an Employer of Union Labor.

19.3. Members of the Union may wear their Union Buttons when on duty. Stewards appointed by the Union may wear steward pins.

19.4. The Company shall provide a bulletin board on which the Union may post notices.

19.5. Any uniform deemed necessary by the Company for its employees shall be furnished and laundered at the expense of the Company.

Where the Company desires to furnish dacron or similar type of uniforms to female employees and the female employees in such store are unanimously in favor of such uniforms, such uniforms shall be laundered by the employee and shall be returned to the Employer upon termination of employment, if so requested.

19.6. The Company agrees to provide suitable rest area in the store.

19.7. Where time clocks are not provided, the Employer shall institute adequate payroll procedures to insure that all hours worked are properly recorded.

19.8. No employee covered by this Agreement shall be required by a representative of the Employer to be the subject of a lie detector test for any reason whatsoever.

19.9. The Employer shall provide a first aid kit containing bandages.

19.10. If a physical examination or health permit is required by the Employer, the medical fee for such examination shall be borne by the Employer.

19.11. Any time spent away from the store on the legal business of the Employer either at the request of the Employer or pursuant to a legal subpoena, shall be compensated by the Employer at the employee's regular rate of pay. Such hours shall not be considered as time worked in the computation of daily or weekly overtime unless it is part of the regularly scheduled workweek.

19.12. For store meetings minimum call-in shall be one (1) hours pay or time spent at the meeting, whichever is greater. There shall be no more than one (1) meeting per

calendar quarter which requires employee attendance. There shall be a ten (10) day prior posting of notices of all meetings which require employee attendance.

19.13. Union stewards, upon request made by the Union, shall receive time off once per calendar year without pay for the conduct of Union business. Such request must be made at least two (2) weeks in advance of the expected absence. Such time off shall be treated as an authorized leave of absence.

ARTICLE XX-TECHNOLOGICAL CHANGE

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

In the event the Employer introduces major technological changes which for the purpose of this Article is defined as price marking and electronic scanners which would have a direct material impact affecting bargaining unit work, sixty (60) day advance notice of such change will be given to the Union.

In addition the Employer agrees:

- (a) Any retraining necessary will be furnished by the Employer at no expense to the employees.
- (b) Where retraining is not applicable, the Employer will make every effort to effect a transfer to another store.
- (c) In the event an employee is not retrained or transferred and is permanently displaced as a direct result of major technological changes, as defined above, the employee will be eligible for severance pay in accordance with the following provisions:
 - 1. All employees with two (2) or more years of continuous service will be eligible for one (1) week severance pay for each year of continuous service. Maximum severance pay of eight weeks pay to be paid on a weekly basis.
 - 2. An employee shall be disqualified for severance pay in the event the employee:
 - (a) Refuses retraining
 - (b) Refuses a transfer within a geographical grouping
 - (c) Voluntarily terminates employment

ARTICLE XXI-HEALTH AND WELFARE

21.1. The Employer agrees to continue to pay by the tenth (10th) day of the month into the United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund the sum of sixty cents (60¢) per hour on all

straight-time hours worked by eligible employees covered by this Agreement. The contribution shall also be made on hours for which employees receive holiday and vacation pay and hours worked on Sunday, except that no contribution shall be made on hours in excess of eight (8) per day or forty (40) per week. Contributions shall be increased as follows during the term of this Agreement:

- (a) Ten cents (10¢) per hour to seventy cents (70¢) per hour for all hours worked commencing December 1, 1982.
- (b) Eight cents (8¢) per hour to seventy-eight cents (78¢) per hour for all hours worked commencing January 1, 1984.
- (c) Seven cents (7¢) per hour to eighty-five cents (85¢) per hour for all hours worked commencing January 1, 1985.

21.2. The Trust Funds shall be jointly administered by Board of Trustees, with an equal number of Trustees representing the Union, and an equal number of Trustees representing the Employer.

21.3. When an eligible employee covered by the Health and Welfare Plan changes employment from one (1) participating Employer to another participating Employer within a thirty-one (31) day period, the new Employer shall immediately pay the same contribution rate previously paid on behalf of said employee. Thereafter, eligibility and rate of contribution shall be determined in accordance with all provisions of this Article.

21.4. The Employer shall contribute to the Health and Welfare Fund for all employees who are off work due to injury on the job for a period of one (1) month following the month in which the injury occurred. The contribution shall be based on the employee's previous month's hours.

ARTICLE XXII - PENSION

22.1. The Employer agrees to continue to make a contribution of fifty-two cents (52¢) per hour on all straight-time hours worked by employees covered by this Agreement. Such contributions shall be made to the United Food & Commercial Workers Unions and Employers Midwest Pension Fund. The contribution shall also be made on hours for which employees receive holiday and vacation pay and hours worked on Sunday, except that no contribution shall be made on hours in excess of eight (8) per day or forty (40) per week.

22.2. Contributions shall be increased as follows during the term of this Agreement:

- (a) Five cents (5¢) per hour to fifty-seven cents (57¢) per hour for all hours worked commencing January 1, 1984.
- (b) Five cents (5¢) per hour to sixty-two cents (62¢) per hour for all hours worked commencing January 1, 1985.

22.3. Contributions shall be made to a jointly administered Pension Trust Fund to be trusteeed and administered in accordance with existing law and in accordance with the Pension Plan and Trust Agreement existing between the parties. Said contributions shall be for the sole purpose of providing pension for eligible employees as defined in such Pension Plan.

22.4. The parties recognize that rising medical costs may require the need for additional contributions to the Midwest Health & Welfare Fund. Therefore, the parties agree that thirty (30) days prior to January 1, 1984 and thirty (30) days prior to January 1, 1985, the Union may notify the Employer, in writing, that the January 1, 1984 or January 1, 1985, five cents (5¢) per hour increase to the Midwest Pension Fund shall be cancelled and such five cents (5¢) per hour payment shall be made to the Midwest Health & Welfare Fund.

ARTICLE XXIII—COLLECTION OF DELINQUENT CONTRIBUTIONS

23.1. Any Employer who is sixty (60) days delinquent in the payment of any or all of the contributions required of it by the above Articles XXI and XXII shall pay as liquidated damages, a sum of twenty dollars (\$20.00) or ten percent (10%) of the amount delinquent, whichever is greater. Such damages shall be computed monthly and on a separate basis for the Health and Welfare Fund and the Pension Fund. The amount of liquidated damages shall be added to the cumulative total of delinquent contributions and shall be included in the computation of damages.

23.2. In addition to the foregoing, an Employer delinquent sixty (60) days or more shall be liable for the payment of any benefits paid or otherwise payable to an employee or his dependent from the Health and Welfare Trust Fund as a result of any claim incurred during the period of delinquency. Said liability shall not be waived by payment of the amount delinquent, including the liquidated damages, or by payment of the claim by the Health and Welfare Trust Fund.

The above paragraphs shall not be applicable when, in the judgment of the Trustees, the delinquency results from a clerical error or a bona fide difference or dispute concerning eligibility.

The Employer agrees that applicable payroll records shall be made available for audit to employees of the Health and Welfare and/or Pension Fund as directed by action of the Board of Trustees of these Funds.

ARTICLE XXIV—CONFORMITY TO LAW

Nothing contained in this Agreement is intended to violate any Federal Law, rule or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void

and the parties agree that they will within thirty (30) days begin negotiations to replace such void part with a valid provision.

ARTICLE XXV—TERM OF AGREEMENT

25.1. This Agreement shall be effective from June 27, 1982, through March 23, 1985, at which time it shall automatically renew itself from year to year, provided, however, that either party may give to the other party not less than sixty (60) days notice in writing prior to the expiration date or to annual renewal date of its intention to change or terminate said Contract.

25.2. By execution of the Collective Bargaining Agreement, the Employer does hereby adopt, ratify and become a party to the United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund Agreement and Declaration of Trust and The United Food and Commercial Workers Unions and Employers Midwest Pension Fund Agreement and Declaration of Trust, and said Agreements and Declarations of Trust are hereby incorporated herein and made part hereof. Further, the Employer reaffirms and ratifies all acts of the Trustees performed pursuant to said Agreements and Declarations of Trust.

FOR THE COMPANY:

FOR THE UNION:

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