

11/30/84

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*ppw. 500*

CONTRACT NEGOTIATIONS

BY AND BETWEEN

FOOD GIANT, INC.  
AND

UNITED FOOD AND COMMERCIAL WORKERS  
LOCAL UNION NO. 442

COMPLETE COMPANY PROPOSAL:

1. AGREEMENT: This Agreement by and between Food Giant, Inc., hereinafter referred to as the "Employer" and United Food and Commercial Workers Union No. 442, chartered by the United Food and Commercial Workers International Union AFL-CIO, referred to hereinafter as the "Union", said Agreement covering the Employees as defined hereinafter in the Employer's Food Giant Stores and Big Apple Warehouse Stores in the City of Atlanta and its Metropolitan Area, Fulton, DeKalb, Clayton and Cobb Counties, and Covington, Rome, Cartersville, Warner Robins, Conyers, Douglasville, Winder, Griffin, West Point, Thomaston, LaGrange, Columbus, Dalton, Bremen, Carrollton, Dublin, Dallas, Athens, Ft. Valley, Cumming, Commerce and Lithonia, in the State of Georgia; Opelika, Phenix City, Anniston, Gadsden, Shawnut and Montgomery in the State of Alabama.
2. COVERAGE: The Employer recognizes the Union as the exclusive bargaining agent for all of its Employees covered by this Agreement employed in the Meat Departments and Delicatessens of Food Giant Stores and Big Apple Warehouse Stores as set forth hereinabove.
3. SENIORITY: Section 2 - In the case of a Lay-Off for lack of work, the principle of Seniority will be applied by job classification for Market Managers, Head Seafood Clerks, Head Food Service Center Clerks, Journeyman Meat Cutter, Apprentice Meat Cutters, Meat Clerks, Seafood Clerks and Food Service Center Clerks.

New Section - In the event of a Lay-Off due to a store closing, a Market Manager may exercise Seniority in his classification within his volume category, or in the classification of Journeyman Meat Cutter; a Head Seafood Clerk may exercise Seniority within his classification or the classification of Seafood Clerk; a Head Food Service Center Clerk may exercise Seniority in his classification or the classification of Food Service Center Clerks.

New Section - Permanent job vacancies for the position of Market Manager, Head Seafood Clerk, and Head Food Service Center Clerk will be posted in each store in the District Manager's territory where the vacancy exists for three (3) days.

SENIORITY CONTINUED:

GROUP 2

- B. The least senior Employee in the job classification in the County in which the store is located may displace the least senior employee in that job classification in the stores within that District Manager's territory located in Group 2.
- C. The least senior Employee in the job classification in that District Manager's territory in the stores located in Group 2 may displace the least senior Employee in that job classification in Group 2 or Group 1.
- D. Present Contract Language Paragraph C.

Effective May 1, 1985, Cherokee County and Forsyth County will be in Group 1 for Seniority only. (No Rate Changes)

Phenix City Store and Columbus Stores in same County for Seniority purposes.

- 4. HEALTH AND WELFARE: Section 1 - The Term "Eligible Employee" shall mean an employee who has worked an average of twenty eight (28) hours per week for eight (8) consecutive calendar weeks immediately preceding the first of the month. Such an employee becomes eligible for Health and Welfare Benefits on the first day of the second calendar month immediately following the completion of the eight (8) consecutive calendar weeks (224 Hours) and such date shall hereinafter be referred to as His Eligibility Date.

New Section: The Employer will agree to increase the Contribution Rates of the plans covered by this Article effective February 1, 1986, provided the increases are required by the Fund Trustees in order to maintain the level of Benefits in effect February 1, 1985.

- 5. HOURS AND WORKING CONDITIONS: Section 18 - Change .14¢ to .20¢.
- 6. LEAVES OF ABSENCE: Section 5 - Add: "Grandchild".
- 7. EXHIBIT "A" WAGES: Full Time Meat Clerks or Seafood Clerks hired after August 2, 1981 and prior to ratification of this Agreement upon completion of six months at the Zone I Rate of \$6.61 per hour shall receive an increase of .50¢ per hour and an increase of .50¢ per hour for each six (6) months of completed service thereafter and one increase of .24¢ per hour to a maximum of \$9.85; and upon completion of the Zone II rate of \$6.61 per hour, shall receive an increase of .50¢ per hour for each six (6) months of completed service thereafter and one increase of .09¢ per hour to a maximum of \$9.70.

WAGES CONTINUED:

Full Time Meat Clerks or Seafood Clerks employed after ratification of This Agreement shall receive Rates of Pay as follows:

	<u>Effective After Ratification</u>	<u>5/19/86</u>
Start	\$ 4.00	\$ 4.10
After 6 Months	4.30	4.50
After 12 Months	4.50	4.90
After 18 Months	5.00	5.30
After 24 Months	5.50	5.70
After 36 Months	5.80	6.10
After 42 Months	6.20	6.50
After 48 Months	6.40	6.90
Thereafter		7.30

Part Time Meat Clerks or Seafood Clerks in Zone I or Zone II hired after August 2, 1981, shall be paid as follows:

	<u>Current Rate</u>	<u>Monday After Ratification</u>	<u>5/20/85</u>	<u>5/19/86</u>
Start	\$ 3.96	4.00	4.00	4.10
After 6 Months	4.16	4.20	4.20	4.20
After 12 Months	4.41	4.41	4.30	4.40
After 18 Months	4.66	4.66	4.50	4.60
After 24 Months	4.96	4.96	4.75	4.80
After 30 Months	5.96	5.96	5.00	5.00
After 36 Months			5.30	5.30
After 42 Months			5.50	5.60
After 48 Months			5.80	5.90
After 54 Months			6.20	6.20
After 60 Months				6.40

\* Employees on the \$5.96 Rate at Ratification move to \$6.20 Rate on 5/19/85.

Full Time Food Service Center Clerks hired After August 2, 1981, and prior to Ratification of This Agreement upon completion of Six (6) months of service at the Zone I Rate of \$6.11 per hour, shall receive an increase of .50¢ per hour and an increase of .50¢ per hour for each six (6) months of completed service thereafter and one increase of .09¢ per hour to a maximum of \$9.70; and upon completion of Six (6) months of service at the Zone II Rate of \$6.11 per hour shall receive an increase of .50¢ per hour and one increase of .50¢ per hour for each Six (6) months or completed service thereafter with one increase of .44¢ to a maximum of \$9.55.

WAGES CONTINUED:

Full Time Food Service Center Clerks employed after Ratification of this Agreement shall receive rates of pay as follows:

	<u>Effective After Ratification</u>	<u>5/19/86</u>
Start	\$ 3.85	\$ 3.95
After 6 Months	4.10	4.30
After 12 Months	4.20	4.60
After 18 Months	4.50	4.90
After 24 Months	4.80	5.20
After 36 Months	5.10	5.50
After 42 Months	5.40	5.80
After 48 Months	5.70	6.10
Thereafter		6.50

Part Time Food Service Center Clerks in Zone I and Zone II hired After August 2, 1981, shall be paid as follows:

	<u>Current Rate</u>	<u>Monday After Ratification</u>	<u>5/20/85</u>	<u>5/19/86</u>
Start	\$ 3.81	3.85	3.85	\$ 3.95
After 6 Mths	3.96	4.00	4.00	4.00
After 12 Mths	4.16	4.16	4.16	4.16
After 18 Mths	4.36	4.36	4.36	4.36
After 24 Mths	4.61	4.61	4.61	4.61
After 30 Mths	4.91	4.91*	4.81	4.81
After 42 Mths			5.01	5.01
After 48 Mths			5.15	5.15
After 54 Mths				5.30
After 60 Mths				5.45
Thereafter				5.60

\* Employees on the \$4.91 Rate at Ratification move to \$5.15 on 5/19/85.

8. COST OF LIVING: The existing Cost of Living Document will be marked "Inoperative" but will remain in the Contract.

A New Document will become a Part of the Contract:

United Food And Commercial Workers Union, District Union No. 442 and Food Giant, Inc.

Agreement as follows Between the Parties which the Union Agrees to Recommend for Ratification.

THE PROPOSAL OF THE COMPANY DATED 11/30/84 IDENTIFIED AS A COMPLETE COMPANY PROPOSAL EXCEPT AS MODIFIED HEREIN:

1. All Market Managers, Head Seafood Clerks, Head Food Service Center Clerks, Journeyman Meat Cutters and Meat Clerks, Seafood Clerks, Food Service Center Clerks at the top rate in their bracket (Sixth Six Month Rate or After 30 Month Rate) and any other Employee in said top rate in their bracket (Sixth Six Month Rate or After 30 Month Rate) on the payroll as of November 30, 1985, will receive one-time cash payments as follows:

Effective December 1, 1985 - Three Hundred Dollars  
Effective December 1, 1986 - Three Hundred Dollars  
Effective May 1, 1987 - Two Hundred Dollars.

In order to receive these One-Time cash payments, the Employee must remain in continuous employment with the Employer and be in a covered classification and be on the payroll on the date the payment is due.

9. The Letter of Agreement executed September 23, 1981, regarding claiming of hours shall be included in the New Agreement.
10. THIS AGREEMENT is Effective May 20, 1984, through November 29, 1987.
11. THE PRESENT AGREEMENT is proposed except as modified herein above.