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AGREEMENT
BETWEEN

ATLANTA DIVISION

OF

THE GRAND UNION COMPANY

AND

RETAIL CLERKS UNION, LOCAL NO. 1063

5/17/81-5/19/84

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AGREEMENT

THIS AGREEMENT entered into by and between the ATLANTA DIVISION, of THE GRAND UNION COMPANY, hereinafter designated as the Employer, and the RETAIL CLERKS LOCAL No. 1063, chartered by the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, affiliated with AFL-CIO, hereinafter designated as the Union.

ARTICLE 1
INTENT AND PURPOSE

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

ARTICLE 2
COVERAGE

The Union shall be the sole and exclusive bargaining agent for all employees in the classifications listed in Article 16 of this Agreement (but excluding specifically the Store Manager, Co-Manager, all employees of the Meat Department, and all other supervisors as defined by the National Labor Relations Act) in the retail food stores operated by the Atlanta Division of the Employer.

Employees shall have the unqualified right to register complaints or grievances or to testify in any proceeding concerning the provisions of this Agreement without in any way jeopardizing their employment status or being subject to discrimination (by the Employer or the Union).

ARTICLE 3
SHOP CONDITIONS

(a) During the first thirty-one (31) days of employment, a new employee shall be on a trial basis. New employees employed at a new store will begin probationary period from opening date of the store. The Employer may discharge any new employee during said trial period for any reason whatsoever, and there shall be no right of appeal to the grievance and arbitration procedure by either the employee or the union. However, after thirty-one (31) days of employment, the employee's seniority date shall revert back to the beginning date of his last employment.

(b) No employee shall participate in or carry on the Union duties or activities during working hours except as provided for in this Agreement; however, no employee, including a probationary employee, shall be discriminated against by the Employer for upholding Union principles or engaging in Union activities as provided for in this Agreement.

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

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

(d) In the event that Section 14 (b) of the Taft-Hartley Act is repealed, the Employer agrees to meet with the Union within thirty (30) days to negotiate on the issue of Union security. In the event that no agreement on Union security has been reached by sixty (60) days following the repeal of Section 14 (b), the "No Strike, No Lockout" clause shall be waived.

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

(e) The Employer agrees to deduct member contribution to the Active Ballot Club upon receipt of a signed authorization from the employee. Such deduction will be made annually in the same month (one deduction annually). The Union agrees to hold the Employer harmless for any action resulting from such deduction.

ARTICLE 4
MANAGEMENT RIGHTS

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

ARTICLE 5
UNION COOPERATION

(a) The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job and all other reasonable rules and regulations established by the Employer.

(b) The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores and in caring for equipment and machinery.

(c) The Union agrees to cooperate in correcting inefficiencies of employees which might otherwise necessitate discharge.

(d) The Union recognizes the need for improved methods and output in the interest of the employees and the business and agree

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to cooperate with the Employer in the installation of such methods, in suggesting improved methods and in the education of its members in the necessity for such changes and improvements.

(e) The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

ARTICLE 6 DISPUTE PROCEDURE

(a) The Union shall have the right to designate a Steward for each store. The Union shall submit to the Employer in writing the names of all such Stewards. The authority of the Stewards shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of this collective bargaining agreement, and the handling of such Union business as may be delegated to them from time to time by the Union. A Steward does not have the authority to call a strike, work stoppage, slowdown, refusal to handle goods, or any other interference with the Employer's business. The Steward shall obtain permission before leaving his work to investigate or present grievances. Permission will be granted except when it would interfere with customer service or the efficient operation of the Employer's business. The Steward is not to use his position as Shop Steward to avoid performing his duties to his Employer.

(b) The Employer and the Union shall make a sincere effort to promptly settle any differences, disputes or complaints arising over the interpretation or application of the contents of this Agreement through the following steps:

Step 1. By conference between the aggrieved employee and/or Steward and/or Business Agent and the Store Manager and/or the District Manager within three (3) weeks after the happening of the event causing the grievance. If the grievance is not settled within three (3) working days, it shall be processed in Step 2.

Step 2. By conference between the Business Agent and the Division Manager of Stores Operations and the Division Employee Relations Manager. If the grievance is not settled within five (5) working days, it shall be processed in Step 3.

Step 3. The Union shall submit in writing all pertinent facts pertaining to the grievance and a conference shall be held between representatives of the Union and the Employee Relations Manager and other representatives of the Employer so delegated by the Employer. If the grievance is not settled within five (5) days, it may, upon the request of the Union or the Employer, be referred to arbitration.

(c) Hearings in arbitration shall be conducted under the voluntary labor arbitration rules of the American Arbitration Association to the extent that they are not in conflict with the procedure provided in this article.

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

Permanent Arbitrators for the terms of this contract are:

(1) George S. King; (2) Paul Hardy; (3) Sherman Dallas; (4) J. Thomas Rimer

Grievances assigned to arbitration shall be rotated among the Arbitrators from top to bottom. If the named Arbitrator cannot get a hearing within thirty (30) days of notice to him, then the next Arbitrator in the list be named, subject to the same limitation. The selected Arbitrator shall render a decision within fifteen (15) days following the filing of briefs or close of the hearing if no briefs are filed. If briefs are filed, they must be filed by the parties within seven (7) days of the close of the hearing. In the event that none of the Arbitrators in the above list are available, then the parties will meet within forty-eight (48) hours to name an arbitrator for hearing the grievance. Failing to agree within seven (7) days in the selection of an arbitrator, the parties will request the American Arbitration Association to name an experienced arbitrator within fourteen (14) days to hear the grievance in arbitration.

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

(e) The Board of Arbitration is not vested with the power to change, modify, or alter this Agreement, but only to interpret the provisions of this Agreement.

(f) The Employer may at any time discharge any employee for proper cause. The Employer shall immediately notify the Union in writing of the discharge, giving the reason. If the Union concludes, after investigation, that the discharge was improper, the Union must file a written complaint with the Employer within five (5) days of the receipt of written notice of the discharge. Any such written complaint must be discussed within forty-eight (48) hours and if the Employer and the Union fail to settle the complaint within forty-eight (48) hours, it shall be referred within twenty-four (24) hours to the Board of Arbitration as provided in paragraph (c) above. Should the Board of Arbitration find that the discharge was improper, the Employer shall reinstate the employee in accordance with the finding of the Board,

(g) No grievance will be recognized unless the procedure outlined above has been followed.

(h) The Union shall have the right to determine whether any employee's grievance is qualified to be submitted to arbitration by the Union and such determination shall be final and binding upon the Union and the employee.

(i) The Employer will recognize a grievance for a rate change error retroactive to a maximum of six (6) months from the date the grievance is filed.

(j) Upon request, the Store Manager or person in charge will grant to any accredited Union Representative the right to communicate with the employees of the store. Said Union Representative will not interfere with the normal operations of the Employer's business.

ARTICLE 7 NO STRIKE, NO LOCKOUT

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

The Union further agrees that its members will not refuse to cross a picket line until such line is officially authorized by the Local Union, and further, that in the event the Local Union does recognize such established picket line, it shall notify the Employer forty-eight (48) hours in advance of such action. If any employee refused to cross an unauthorized picket line, the Company shall have the right to discipline up to and including discharge of such employee.

ARTICLE 8 SENIORITY

(a) In layoffs and recalls, seniority shall apply. Seniority shall be defined as the length of last continuous employment. There shall be one seniority list for full-time employees and a separate seniority list for part-time employees. Seniority for layoffs shall be administered in accordance with the provisions of Appendix "C", attached.

(b) In the matter of permanent transfers, length of service shall be the controlling factor.

(c) In the matter of promotions within the bargaining unit, seniority will be the controlling factor as long as the employee has the ability to perform the work.

Permanent vacancies for the positions of Front End Manager, Head Produce Clerk, and Assistant Manager will be posted in each store within the District Manager's area when the opening occurs for a minimum of three (3) days prior to the appointment subject to the provisions of the previous paragraph. Such notice shall be of a uniform size and shall be posted in a prominent location to be seen by all employees.

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

(e) Seniority shall be considered broken if an employee is duly discharged by the Employer, if an employee voluntarily quits, if an employee has been laid off continuously for a period of more than six (6) months, or if an employee is called back to work after a

layoff and does not indicate his intent to return to work within forty-eight (48) hours after notification and does not report for work within one (1) week after notification of the call back to work. Such callback and notification shall be certified mail sent to the employee's last known address on file with the Employee Relations Department.

(f) An employee who is absent from work without notifying his store manager and having bona fide excuse may be considered to have voluntarily quit.

(g) Employees who are promoted to a supervisory position with the Employer may return to their former position within six (6) months. Seniority shall not accumulate during the period the employee is in a supervisory position; however, he shall retain seniority already earned for the six (6) month period.

(h) Part-time employees interested in full-time positions shall notify their District Manager in writing with a copy to the Union.

Part-time employees shall receive preference for full-time assignments provided they are qualified.

(i) Each month the Employer will give the Union a list of newly hired employees, their store numbers and employment dates; and a seniority list for full-time employees and a seniority list for part-time employees each six (6) months.

(j) The Employer will give to part-time employees with the most seniority, the schedule with the most straight-time hours provided the employee is qualified and available within the store. Employees claiming available hours must do so by Noon Saturday following the posting of the work schedule.

Part-time employees will be allowed to claim daily schedules Monday through Saturday within his store in his classification based on seniority in order to provide up to forty (40) straight-time hours per week, excluding over-time hours. Such employee must claim hours within the area of his job assignment and must be available and able to perform the work. In no instance shall the claiming of hours result in a reduction of an employee's schedule to less than the twelve (12) hour part-time guarantee.

Hours in newly re-modeled stores and new stores will not be available for claiming until the store is reclassified.

The Business Agent will inform the Store Manager and the Personnel Department of any violation pertaining to scheduling of hours on a seniority basis.

1st Violation

The Store Manager will correct such violation in the following manner:

1. Assign the hours to the most senior part-time employee who is available and qualified to perform the work.

2. Should the hours have already been worked by a less senior employee, the most senior employee who was available and qualified to perform the work shall be paid for the hours that the junior employee worked that could have been assigned to the more senior employee.

2nd Violation

Should hours be assigned to less senior employees, the more senior employee who is available and qualified to perform the work shall be paid at two times their regular rate of pay for all hours the junior employee worked that could have been assigned to the more senior employee.

3rd Violation

Should hours be assigned to a less senior employee, the most senior employee who is available and qualified to perform the work shall be paid at three (3) times their regular rate of pay for all hours assigned to the less senior employee that could have been assigned to the more senior employee.

Senior employees or the business agent shall be able to claim all or portions of less senior employee's schedules on a daily basis up to and including forty (40) hours. Claims for payment as outlined above shall not be valid after thirty (30) days.

If after the third violation, it is determined that the schedule is being deliberately manipulated to prevent senior part-time employees from claiming hours, the two most senior part-time employees in the store shall be reclassified to full-time.

The schedule of a junior part-time employee may be claimed by one or more senior part-time employees so as to eliminate the junior employee from the Schedule. Schedules may not be claimed in this manner to reduce a part-time employee below the twelve (12) hours guaranteed unless that employee is totally eliminated from the schedule.

Schedules will be posted in seniority order by classification at a central location in the store.

Copies of weekly schedules will be maintained in the store for a minimum of thirty (30) days.

(k) A full-time employee who would otherwise be reduced involuntarily to part-time status, will receive preference for available hours in his classification in a work week up to and including forty (40) straight-time hours in his specific store in accordance with seniority, experience and ability to perform available work. Employees must exercise their rights under this clause by Saturday Noon. An employee under this clause who voluntarily accepts part-time status will not exercise their rights subsequently under this clause.

(l) When employees object to night stock work, the night stock work shall be assigned by seniority within his store beginning with employees at the bottom of the Stock Clerk Seniority List. Employees who request night stocking shall remain on the stock crew for a minimum of twelve (12) months.

Employees within a store may transfer from the night stock work to the day shift or from the day shift to night stock work when vacancies occur within their classification on the basis of seniority. The employee will be given a two (2) week trail and training period. If at the such time the employee is not qualified, he shall be returned to his previously held position on the night stock crew or day shift. Employees may exercise their rights under this clause not more frequently than one (1) time every six (6) months.

(m) The Union Shop Steward (not the Alternate Shop steward) shall be the last employee in his classification in his store to be transferred or laid off. The Employer must receive written notification of Stewards election or appointment prior to granting the above.

ARTICLE 9

WORKMEN'S COMPENSATION

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

ARTICLE 10

LEAVE OF ABSENCE

(a) Pregnancy: A female employee may be granted a leave of absence without pay upon her written request supported by a statement from her physician certifying that the employee is pregnant and the anticipated birth date. Such leave shall begin when the employee becomes unable to perform her job properly or her health and safety become endangered because of her condition. The initial leave of absence shall not exceed eight (8) months; however, extensions may be granted in writing supported by proper medical evidence prior to each expiration.

(b) The Employer shall grant to not more than two (2) employees the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in the capacity on other official Union business, provided the Employer is given at least one (1) weeks notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.

(c) A leave of absence because of sickness or injury, not to exceed ninety (90) days, will be granted to an employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time for an accumulative total of one (1) year, if requested and granted in writing supported by proper medical evidence prior to each expiration.

In cases of an absence, due to an injury on the job, the maximum period for a leave of absence shall be three (3) years, subject to the same provisions as stated herein.

(d) A leave of absence up to thirty (30) days shall be granted to an employee who has had one (1) year of continuous service for reasonable personal reasons but not for the purpose of engaging in

gainful employment elsewhere. Any such employee desiring a leave of absence shall secure written permission from the Employer, with a copy to the Union, the length of absence to be agreed upon by the Employer and the employee. The length of absence shall be commensurate with the need.

(e) An employee who enters military service and returns for his job will be given full job reinstatement rights in accordance with the applicable Federal Laws.

(f) Time spent on leave of absence will not be counted as time worked for the purpose of wage computation and will not result in loss of seniority. Seniority shall be retained but shall not accrue during leave of absence. Failure to report back to work at the end of a leave of absence shall result in employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union. It is understood that no service credit toward earned vacation will accrue during such leave.

In returning to work, employees shall return to the store from which they left provided their length of service is greater than employees in similar job classifications at work in the store.

When returning from leave, employees must give the Store Manager one (1) week's notice of their desire to return to work prior to the posting of the work schedule.

ARTICLE 11 WORKING CONDITIONS

(a) The hours for each employee shall be scheduled by the Employer.

(b) The Employer agrees to post a work schedule not later than Noon Friday for the following week. The schedule for full-time employees shall not be changed during the work week except in the case of emergencies beyond the control of the Employer, such as fire, flood, windstorm, or other acts of nature, but in no case will full-time employees' schedule be changed to the extent that they do not work their full work schedule of forty (40) hours, provided enough hours remain in the work week.

Premium pay and daily overtime provision shall be waived during this week if a full-time employee desires to work beyond nine (9) hours. Employees may be added as necessary. The schedule for part-time employees may be changed provided the employee involved is notified of the change not later than the day before such change is to take effect, except that such notice will be waived in case of sickness or emergency.

Part-time employees will be scheduled for a minimum of twelve (12) hours per week, Monday through Saturday, except that a part-time employee called in on Saturday (who has not previously worked that week) will be scheduled for the hours from the time called in to the time the store closes.

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

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

(c) Employees shall be allowed, on their own time, one (1) hour for lunch and one-half (1/2) hour for supper as scheduled by the Store Manager. No employee shall be required to work more than five (5) hours without a lunch period.

(d) No employee shall be required to work a split shift. Schedule for night crews shall allow ten (10) hours between shifts.

(e) The Employer agrees not to enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and provisions of this contract.

(f) Employees shall perform any work which the Store Manager may direct. When an employee is assigned to a job with a lesser rate of pay, he will be entitled to his regular rate of pay, unless due to a decrease of work, he has been regularly assigned to a lower rated job and desires to retain such job rather than be laid off.

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

(h) The Employer agrees to display the Union Store Card in a prominent place in the store. The Union Card is and shall remain the property of the Union.

(i) Uniforms which the Employer requires the employee to wear shall be furnished and laundered by the Employer. However, where dacron or similar type uniforms are furnished to employees, such uniforms shall be laundered by the employee.

(j) A full-time employee who serves on jury duty shall be paid for time necessarily lost from work provided, however, that the employee makes every reasonable effort to be available for work within their regular work schedule when not occupied with jury duty. The pay shall be the difference between each day's jury fee and the employee's regular rate for time lost from work.

In the event any employee is subpoenaed by the Company to appear in court on behalf of the Company, or assist in any legal proceedings on behalf of the Company, the employee will be compensated for the time involved at his regular rate of pay, straight time or premium as set forth in Article 16 of this Agreement.

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

(l) The Employer will provide the method by which each employee shall record the time he starts work and stops work.

(m) The Employer and the Union agree that a proven violation of time card rules, including working before signing in or after signing out, may subject an employee to disciplinary action up to and including discharge.

(n) An employee in the Cashier, Stock Clerk (Produce and Grocery) classifications who desires a transfer to another location may request a transfer in writing to the District Manager with a copy to the Employee Relations Manager and the local Union. When a vacancy occurs, the Employer will review any request filed for that location, and a decision will be made based upon seniority, ability, and consistent with the needs of the business. Requests for transfer shall be valid for a period of six (6) months from the date received in the Personnel Department.

Assistant Manager, Produce Manager, and Front End Manager may request a transfer as provided herein above. However, in the case of such a request, a decision will be based on the employee's experience and ability to perform the work as determined by the Employer.

If an employee is transferred from one store to another, he shall be given twenty-four (24) hours advance notice of such transfer, except in the case of an emergency. The employee shall be told of transfer as soon as information is available to the Store Manager.

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

(p) There will be a place designated in each store for the posting of Union notices of meetings and bulletins.

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

If the Employer violates this paragraph using non-bargaining unit people, the most senior part-time clerk shall be paid equal to the Top Clerk's rate for time spent by non-bargaining unit persons performing bargaining unit work.

(r) The Company will provide raincoats for the use of employees who are required to carry groceries to customers' cars.

(s) If an employee in this unit is required to work in the meat department temporarily, the hours worked in the meat department will be counted as hours worked for the purpose of Appendix "B",

entitled "Insurance", Section (a).

(t) No employee will be required to take a polygraph test.

(u) In the event the Employer introduces major technical changes affecting bargaining unit work, advanced notice of such changes will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before placing such changes into effect.

ARTICLE 12 HOLIDAY PLAN

(a) The following will be recognized as holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day or days legally celebrated in lieu thereof. A regular full-time employee shall receive eight (8) hours holiday pay at his regular straight-time hourly rate. Overtime pay at time and one-half (1½) on the week will not be paid during a holiday week until the hours actually worked exceed thirty-two (32) hours.

All hours worked on holidays and Sundays will be outside the basic work week for full-time employees and all hours worked by any employee will be paid for at time and one-half (1½) the employee's straight time hourly rate. There will be no pyramiding of premium pay and any hours paid for at premium pay will not be counted in computing overtime.

(b) Employees who are absent during a holiday week or first scheduled work day following a holiday shall not be paid holiday pay unless such absence is due to proven illness or such absence is approved in advance by the Store Manager, in which case the employee shall receive holiday pay. However, no employee shall receive holiday pay in any week in which he does not perform any work.

(c) All employees with one year or more of continuous service shall receive an additional holiday under the same conditions as provided above. This holiday shall be celebrated on the Monday following the week in which the employee's birthday occurs except where the Monday would occur in a week in which one of the holidays as provided above would fall; in such case the Monday of the week following the other holiday shall be celebrated as the employee's birthday.

(d) A part-time employee with three (3) months of continuous service who is scheduled to work during a holiday week and reports for work and works as scheduled shall be paid holiday pay under the same rules and conditions as provided above. Holiday pay shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week on the following basis:

Average Hours Worked	Holiday Pay
Less than 32 hour	4 hours pay
32 Hours and over	8 hours pay

(e) Employees with one (1) year continuous service shall be granted an additional paid holiday subject to the provisions set forth in Sections (a) and (b) above. Such holiday shall be a personal holiday to be celebrated on a day mutually agreeable between the employee and Store Manager and shall be granted no later than thirty (30) days after the employee's request.

(f) Employees shall be granted two (2) day's pay with the first week of vacation, subject to the provisions of Sections (a) and (b) above, in lieu of an eighth (8th) and ninth (9th) paid holiday.

(g) There shall be no work performed on Thanksgiving and Christmas Day. If major retail food competitors within the individual operating areas are closed, employees covered by this Agreement shall not be required to work on Easter Sunday. "No work performed" shall apply to night crews scheduled in at 12:01 a.m. the day following Thanksgiving, Christmas or Easter.

ARTICLE 13 VACATION PLAN

See Appendix "A" attached.

ARTICLE 14 HEALTH & WELFARE

See Appendix "B" attached.

ARTICLE 15 PENSION PLAN

The "Colonial Stores Incorporated Employees' Pension Plan" shall remain in effect during the life of this Agreement including any improvements or changes that are made by the Company during the life of this Agreement.

ARTICLE 16 WAGES AND HOURS

(a) Rates of pay and job classifications are set forth in Wage Schedule, Appendix "D", and shall remain in effect for the life of this Agreement and shall constitute the basis for determination of wages for time worked.

(b) The normal or basic work week for all full-time employees shall consist of forty (40) hours to be worked in five (5) days or less except in stores which close one-half (1/2) day per week, in six (6) days or less and for the part-time employees claiming available hours as set forth in Article 8, Section (j) of this Agreement. This shall not apply in the case of partial or complete interference with the normal operation of the Employer's business by fire, flood, strike, lack of materials or supplies caused by failure of delivery by outside persons or agencies, or circumstances beyond control of the Employer or tardiness, violation or rules and regulations or other fault of the employee. All work in excess of forty (40) hours per week shall be paid at one and one-half (1½) times the employee's regular straight time hourly rate of pay.

(c) All work in excess of nine (9) hours per day shall be paid for at one and one-half (1½) times the employee's regular straight-time hourly rate of pay. Overtime will be paid on the day or the week, whichever is greater, but not on both.

The Employer may schedule night stockers four (4) ten (10) hour shifts, not necessarily consecutive without incurring daily overtime, provided it is agreeable with the Union and the majority of the employees involved.

(d) Any employee who is instructed to report for work shall be guaranteed at least four (4) hours work except that part-time employees working after school in stores that close before 8:00 o'clock p.m. will be guaranteed two (2) hours work.

(e) A night premium of thirty-five (35¢) cents per hour will be paid for all hours worked between 7:00 p.m. and 7:00 a.m., Monday through Thursday, 9:00 p.m. and 7:00 a.m. Friday, and 7:30 p.m. and 12:00 midnight Saturday.

(f) An employee will be assigned to relieve a Head Clerk or a Head Cashier who is absent for one (1) week or more and shall receive the current contract bracket rate in effect in the store involved for such time spent on relief.

(g) The Employer shall determine qualifications and the need for assignment of employees to the position of Front End Manager, Assistant Manager, or Head Produce Clerk for each of its stores.

(h) A full-time employee who is laid off due to a discontinuance of the job, store closing, or reduction in force shall be entitled to one (1) week's notice or one (1) week's pay in lieu of notice. Such notice or pay in lieu of notice shall not apply to an employee who is discharged for proper cause.

(i) Previous, proven, comparable grocery or produce experience for three (3) years prior to date of employment gained in a nationally recognized food chain shall be the basis for determination of the employee's rate of pay.

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

(j) A full-time employee shall be one who works forty (40) hours per week. A part-time employee shall be one who works less than forty (40) hours per week.

(k) All work performed after 6:30 p.m. on Christmas Eve will be paid for at two (2) times the employee's basic hourly rate.

(l) There will be no pyramiding of premium pay and any hours paid for at premium pay will be counted in computing overtime.

(m) Sunday and holiday work shall be rotated among qualified employees who are available for such work.

ARTICLE 17 SEPARABILITY

Nothing contained in this Agreement is intended to violate any Federal or State laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be null and void, and the parties agree that they will, within thirty (30) days, begin negotiations to replace said void part with a valid provision.

**ARTICLE 18
EQUAL OPPORTUNITY**

The Union and the Employer each agree separately and collectively that the referral and employment practices, including recruiting, hiring, promoting, training, and job opportunities shall be without regard to race, color, religion, sex, age or national origin and that equal opportunity shall be assured each individual.

**ARTICLE 19
EXPIRATION**

This Agreement shall become effective on May 17, 1981, and shall continue in effect through May 19, 1984, and shall continue in effect thereafter from year to year unless either party serves notice in writing sixty (60) days prior to May 19, 1984, of a desire to terminate or change this Agreement.

Should the parties not reach an agreement by May 19, 1984, then ARTICLE 7, No Strike, No Lockout, shall not be applicable.

IN WITNESS WHEREOF, the said parties have caused duplicate copies hereto to be executed by their duly authorized officers the 5th day of October, 1981.

FOR THE UNION:

Wm. N. Jenkins

Clyde Owens

FOR THE COMPANY:

Joseph Quirk

**APPENDIX "A"
VACATION PLAN**

(a) A vacation of one (1) week consisting of forty (40) hours pay to all full-time employees with one (1) year to three (3) years of continuous full-time employment with the Company.

(b) A vacation of two (2) weeks consisting of eighty (80) hours pay to all full-time employees with three (3) years to seven (7) years continuous full-time employment with the Company.

(c) A vacation of three (3) weeks consisting of 120 hours pay to all full-time employees with seven (7) years to fourteen (14) years of continuous full-time employment with the Company.

(d) A vacation of four (4) weeks consisting of 160 hours pay to all full-time employees with fourteen (14) years to twenty (20) years of continuous full-time employment with the Company.

(e) A vacation of five (5) weeks consisting of 200 hours pay to all full-time employees of twenty (20) or more years of continuous full-time employment with the Company.

(f) An employee qualifies for his first vacation, or an increased vacation on his anniversary date of latest full-time employment. After this, he qualifies once as of December 28th of each succeeding year.

(g) If an employee who has not received his earned vacation is separated from the Company, he will receive pay in lieu of his vacation in accordance with the amounts stated in either (a), (b), (c), (d) or (e) above, except for a discharge of dishonesty.

(h) Eligible employees returning from absence from work will have vacation pay reduced as follows:

(1) Eligible employees who are paid for 1560 hours or more will not have vacation pay reduced.

(2) Eligible employees who are paid for 1040 hours or more but less than 1560 hours will have vacation pay reduced by one-fourth (1/4).

(3) Eligible employees who are paid for 520 hours or more but less than 1040 hours will have vacation pay reduced by one-half (1/2).

(4) Eligible employees who are paid for less than 520 hours will be disqualified for vacation pay for that year.

This shall not apply in case of compensable injury.

(i) If a holiday listed in ARTICLE 12 falls within an employee's vacation time, he will be allowed an additional day's vacation with pay.

(j) An employee will receive his vacation pay before he leaves for his vacation.

(k) Former employees returning from a Military Leave of Absence and after three (3) months at work before October 15th will be allowed vacation with pay in accordance with the above provisions. Time spent on Military Leave of Absence will count as Company service in qualifying for the above vacation benefits.

(l) Employees who are called to duty to attend National Guard or established Reserve Unit training may elect to take their vacation in addition to such leave of absence without pay from work for such training.

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

PART-TIME VACATION PLAN

Part-time employees who have completed one (1) year or more of continuous employment with the Employer shall be entitled to vacation pay.

Part-time vacations shall be administered in accordance with provisions set forth in paragraphs (a) through (m) of Appendix "A".

Part-time employees receiving vacation pay as set forth above shall be scheduled off work one (1) full week for each week for which they receive vacation pay.

The qualifying date for all vacation purposes of any part-time employee who subsequently and without a break in his employment, qualifies as a regular full-time employee shall be the date from which his services has been counted for part-time vacation purposes rather than the date he qualifies as a regular full-time employee.

When a part-time employee is removed from the store payroll, his service shall be considered broken for purposes of vacation.

**APPENDIX "B"
HEALTH & WELFARE**

(a) The term "eligible employee" shall mean any employee who has been employed for a period of eight (8) consecutive calendar weeks immediately preceding the first of any month and during said eight (8) week period, has worked at least two-hundred twenty-four (224) hours. Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following the eight (8) weeks period (224 hours) and such date shall hereinafter be referred to as his eligibility date.

In the case of part-time employees, the term "eligible employee" shall mean any employee, who has been employed for a period of eight (8) consecutive weeks immediately preceding the first of any month and during said eight (8) week period has worked at least ninety-six (96) hours. Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following the eight (8) week period (96 hours) and such date shall hereinafter be referred to as his eligibility date.

(b) The Employer shall continue to contribute eight-one dollars (\$81.00) per month. Effective August 1, 1981 increase the contribution to one hundred five dollars (\$105.00) per month. Effective June 1, 1982, increase the contribution to one hundred fifteen dollars (\$115.00) per month; effective June 1, 1983 increase the contribution to one hundred twenty-nine dollars (\$129.00) per month for each eligible employee to the Retail Clerks Union and Employers Insurance Fund, which Fund is a jointly administered Employer and Union Trust Fund, as provided in the Trust Agreement.

The Employer shall continue to contribute thirty dollars and fifty cents (\$30.50) per month. Effective August 1, 1981 increase the contribution to thirty-eight dollars and fifty cents (\$38.50). Effective June 1, 1982 increase the contribution to forty-two dollars and fifty cents (\$42.50) per month. Effective June 1, 1983 increase the contribution to forty-six dollars and fifty cents (\$46.50) per month for each eligible part-time employee.

The Employer shall continue to contribute for each employee, whether part-time or full-time two dollars (\$2.00) per month; effective May 1, 1982 increase the contribution to three dollars (\$3.00); effective May 1, 1983 increase the contribution to four dollars (\$4.00) per month to the Retail Clerks Union and Employers Legal Assistance Fund, which Fund is jointly administered Employer and Union Trust Fund as provided in the Trust Agreement.

(c) Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:

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

(2) The employees ceasing to be an eligible employee due to his failure to work two-hundred twenty-four (224) hours or more for eight (8) consecutive calendar weeks or in the case of a part-time employee due to his failure to work ninety-six (96) hours or more for eight (8) consecutive weeks immediately preceding the first day of any month. For the purpose of this paragraph, an eligible employee who is on an approved personal leave of absence of two (2) weeks or less

or on military leave of absence of two (2) weeks or less shall be credited with the hours he would normally have worked in such week or weeks.

(d) Contributions to the Trust Fund shall be continued under the following conditions:

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

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

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

(e) Employee contributions which have been discontinued as provided in paragraph (d) will be resumed on the first day of the month following return to work on the Employer's active payroll after illness, injury, or pregnancy.

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

(g) When an employee fails to qualify for the two hundred twenty-four (224) hours contribution as provided in Paragraph (B) but qualifies for the ninety-six (96) hour contribution provided in Paragraph (B-2), that contribution shall be made when the contribution provided in Paragraph (B-1) is discontinued.

"APPENDIX C" LAYOFF PROCEDURE

For the purpose of administration, the following procedure in case of layoff is adopted for Area I Stores:

AREA I STORES

County	State	County	State
Fulton	Georgia	Fayette	Georgia
Clayton	Georgia	Gwinnett	Georgia
Cobb	Georgia	Henry	Georgia
DeKalb	Georgia	Newton	Georgia
Douglas	Georgia	Rockdale	Georgia

1. On layoff, the least senior full-time employee in his classification in his store who would otherwise be reduced to part-time status has the options shown below:

(a) He may displace the least senior full-time employee in his classification in his District Manager's District (subject to change in accordance with change in composition of district). If he is the least senior full-time employee in his classification in his district, he may:

(b) Displace the least senior full-time employee in his classification in Area I Stores. If he is the least senior full-time employee in his classification in Area I Stores, he may:

(c) Displace the least senior full-time employee in his classification in the contract area. If he is the least senior full-time employee in the contract area, he may:

(1) Accept part-time work in his store.

(2) Go on layoff status.

In the case of layoff, the following procedure will be used in Area II Stores:

AREA II STORES

County	State	County	State	County
Baldwin	Georgia	Floyd	Georgia	Polk
Barrow	Georgia			
Bartow				

AREA II STORES

County	State	County	State	County	State
Baldwin	Georgia	Floyd	Georgia	Polk	Georgia
Barrow	Georgia	Gordon	Georgia	Putnam	Georgia
Bartow	Georgia	Habersham	Georgia	Stephens	Georgia
Butts	Georgia	Hall	Georgia	Troup	Georgia
Carroll	Georgia	Hart	Georgia	Upson	Georgia
Cherokee	Georgia	Lamar	Georgia	Whitfield	Georgia
Clarke	Georgia	Meriweather	Georgia	Wilkes	Georgia
Coweta	Georgia	Monroe	Georgia	Chambers	Alabama
Elbert	Georgia	Morgan	Georgia		

1. On layoff, the least senior full-time employee in his classification in his store who would otherwise be reduced to part-time status has the options shown below:

(a) He may displace the least senior full-time employee in his classification in his city. If he is the least senior full-time employee in his classification in his city, he may:

(b) Displace the least senior full-time employee in his classification in his District Manager's District (subject to change in accordance with change in composition of district).

(c) Displace the least senior full-time employee in his classification in the contract area. If he is the least senior employee in the contract area, he may:

(1) Accept part-time employment in his store.

(2) Go on layoff status.

Any employee who waives his option under paragraph (a), (b), or (c) above may exercise only the options under sub-paragraphs (1) or (2) above. Part-time employees may be laid off on the same basis as full-time employees; Store, District, Area, Contract Area.

Once an employee accepts one of the above options, he has no right to additional option.

APPENDIX "D" WAGE SCHEDULE

(1) After six (6) or twelve (12) calendar months (as applicable) at this rate, a part-time clerk will advance to the start wage bracket of the Full-time Checker/Stocker wage schedule and shall progress each nine (9) months thereafter.

(2) In stores with average weekly sales volume from \$8,000 to \$15,001 - One (1) Assistant Manager.

(3) Volume bracket rates as of the effective date of this contract shall be established by applying the average weekly store sales volume for the thirteen (13) Colonial accounting periods ending April 5, 1981. Rates to be effective in following years shall be established by applying the average weekly store sales volume for the thirteen (13) Colonial accounting periods ending immediately prior to the anniversary dates of this contract.

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

(5) A Produce "Clerk in Charge" will be assigned in stores with average weekly sales volume of less than \$8,000 and shall receive a premium of ten (10c) cents per hour for all hours worked.

(6) A Clerk in Charge of the night stocking crew, other than the Assistant Manager will receive ten dollars (\$10.00) a week additional compensation. Head Stock Clerk in Charge of the night crew will receive no additional compensation.

(7) The Courtesy Clerk shall be defined as an employee who sorts, bags and packages sold merchandise, assists customers with carryout service, takes care of salvage and bottle returns, returns shopping carts to the store, fills bag racks, and performs general housekeeping duties such as mopping, sweeping, dusting and cleaning as may be required.

When openings occur for regular clerks, Courtesy Clerks shall be given consideration to fill such openings. The Courtesy Clerk's service shall not be considered in determining his or her rate of pay upon promotion to part-time or full-time clerk. When openings occur for part-time clerks, Courtesy Clerks shall be offered such openings in seniority order.

All hours worked on Sundays and holidays will be outside the basic work week and will be paid for at time and one-half (1½) the employee's straight time hourly rate.

It is agreed that a violation in utilizing Courtesy Clerks in any of the stores employing Courtesy Clerks shall result in the following remedy in the particular store where the violation occurs:

(a) The Union shall inform the Employer in writing in the first instance.

(b) An employee performing duties in violation of Courtesy Clerk duties shall be paid the part-time clerk's rate effective upon the date a complaint is filed in the second instance.

(c) Courtesy Clerks shall be discussed in the particular store in the third instance.

It is understood that for purposes of this paragraph, each store will be considered separately.

Employees in the Courtesy Clerk classification shall not be eligible to receive any other rate increases including Cost of Living adjustments. Also, Courtesy Clerks will not be eligible for Health and Welfare coverage.

COST OF LIVING

For the term of this Agreement, all classifications of employees indicated in Appendix "D" Wages (excluding Courtesy Clerks shall be covered by the provisions of a Cost-of-Living allowance, as set forth below:

The amount of the Cost-of-Living allowance shall be determined and re-determined as provided below on the basis of the "revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the BLS, U.S. Department of Labor (1977=100) and referred to herein as the "Index".

The first Cost-of-Living allowance shall be effective 11/14/82 based on the difference between the Index figure of March 1982 and the Index figure of September, 1982.

The second Cost-of-Living allowance shall be effective 5/15/83 based on the difference between the Index figures of September 1982, and the Index figure of March, 1983.

The third Cost-of-Living allowance shall be effective 11/13/83 based on the difference between the Index figure of March, 1983 and the Index figure of September, 1983.

The basis of adjustment shall be one cent (1¢) per hour allowance for every four-tenths (.4) increase in the Index during the above stated reviews.

The Index, in effect, as of the end of the designated month(s) will be the Index used to compute Cost of Living increase, if any.

It is further understood that the actual wage rate for part-time employees shall not be adjusted to reflect any increases resulting from this provision.

APPENDIX "D" WAGE SCHEDULE AREA I

Stores in Fulton, Clayton, Cobb, DeKalb, Fayette, Gwinnett, Douglas, Henry, Newton, and Rockdale Counties.

Classification:	Eff. 5-17-81	Eff. 5-16-82	Eff. 5-15-83	Eff. 1-22-84
Front End Manager				
Average Weekly Store Volume of Under \$80,000	\$9.70	\$10.00	\$10.20	\$10.35
\$80,001 and Over	10.63	10.93	11.13	11.28
Assistant Manager				
Average Weekly Store Sales Volume of Under \$15,000	10.18	10.48	10.68	10.83
\$15,001 to \$25,000	10.30	10.60	10.80	10.95
\$25,001 to \$35,000	10.36	10.66	10.86	11.01
\$35,001 to \$50,000	10.41	10.71	10.91	11.06
\$50,001 to \$80,000	10.66	10.96	11.16	11.31
\$80,001 & Over	10.91	11.21	11.41	11.56
Head Produce Clerk				
Average Weekly Store Sales Volume of Under \$15,000	10.28	10.58	10.78	10.93
\$15,001 to \$25,000	10.41	10.71	10.91	11.06
\$25,001 to \$35,000	10.47	10.77	10.97	11.12
\$35,001 to \$50,000	10.53	10.83	11.03	11.18
\$50,001 to \$80,000	10.77	11.07	11.27	11.42
\$80,000 & Over	11.02	11.32	11.52	11.67
Checkers/Stock Clerks				
Start	7.17	7.47	7.67	7.82
After 6 Months	7.40	7.70	7.90	8.05
After 12 Months	7.77	8.07	8.27	8.42
After 18 Months	8.06	8.36	8.56	8.71
After 24 Months	8.49	8.79	8.99	9.14
After 30 Months	9.41	9.71	9.91	10.06

Stores in Fulton, Clayton, Cobb, DeKalb, Fayette, Gwinnett, Douglas, Henry, Newton and Rockdale Counties.

Applicable to employees hired after June 18, 1978.

Checker/Stocker				
Start	\$5.91	\$6.21	\$6.41	\$6.56
After 6 Months	6.41	6.71	6.91	7.06
After 12 Months	6.86	7.16	7.36	7.51
After 18 Months	7.51	7.81	8.01	8.16
After 24 Months	8.11	8.41	8.61	8.76
After 30 Months	9.41	9.71	9.91	10.06
Part-Time Clerks				
First 6 Months	5.01			
Second 6 Months	5.26			
Courtesy Clerks	3.85			

APPENDIX "D" WAGE SCHEDULE AREA II

Stores in all counties excluding those in Area I.

Classification:	Eff. 5-17-81	Eff. 5-16-82	Eff. 5-15-83	Eff. 1-22-84
Front End Manager				
Average Weekly Store Volume of Under \$80,000	\$9.55	\$9.85	\$10.05	\$10.20
\$80,001 and Over	10.48	10.78	10.98	11.13
Assistant Manager				
Average Weekly Store Sales Volume of Under \$15,000	10.03	10.33	10.53	10.68
\$15,001 to \$25,000	10.15	10.45	10.65	10.80
\$25,001 to \$35,000	10.21	10.51	10.71	10.86
\$35,001 to \$50,000	10.26	10.56	10.76	10.91
\$50,001 to \$80,000	10.51	10.81	11.01	11.16
\$80,001 & Over	10.76	11.06	11.26	11.41
Head Produce Clerk				
Average Weekly Store Sales Volume of Under \$15,000	10.13	10.43	10.63	10.78
\$15,001 to \$25,000	10.26	10.56	10.76	10.91
\$25,001 to \$35,000	10.32	10.62	10.82	10.97
\$35,001 to \$50,000	10.38	10.68	10.88	11.03
\$50,001 to \$80,000	10.62	10.92	11.12	11.27
\$80,001 & Over	10.87	11.17	11.37	11.52
Checker/Stock Clerks				
Start	7.02	7.32	7.52	7.67
After 6 Months	7.25	7.55	7.75	7.90
After 12 Months	7.62	7.92	8.12	8.27
After 18 Months	7.91	8.21	8.41	8.56
After 24 Months	8.34	8.64	8.84	8.99
After 30 Months	9.26	9.56	9.76	9.91

Stores in all counties excluding those in Area I

Applicable to employees hired after June 18, 1978 and prior to July 26, 1981.

Classification:	Eff. 5-17-81	Eff. 5-16-82	Eff. 5-15-83	Eff. 1-22-84
Checker/Stocker				
Start	5.76	6.06	6.26	6.41
After 6 Months	6.26	6.56	6.76	6.91
After 12 Months	6.71	7.01	7.21	7.36
After 18 Months	7.36	7.66	7.86	8.01
After 24 Months	7.96	8.26	8.46	8.61
After 30 Months	9.26	9.56	9.76	9.91
Part-Time Clerks				
First 6 Months	4.86			
Second 6 Months	5.11			
Courtesy Clerks	3.80			

APPENDIX "D" WAGE SCHEDULE AREA I AND AREA II

Employees in the following classifications hired after July 26, 1981.

Classification:	Eff. 5-17-81	Eff. 5-16-82	Eff. 5-15-83
Checkers/Stock Clerks			
Start	\$5.25	\$5.25	\$5.25
After 6 Months	5.50	5.50	5.50
After 12 Months	5.75	5.75	5.75
After 18 Months	6.00	6.00	6.00
After 24 Months	6.25	6.40	6.55
After 30 Months	6.50	6.65	10.06 Area I 9.91 Area II
Part-Time Clerks			
Start	4.00		
After 6 Months	4.25		
Courtesy Clerks	3.80		

3rd Tier