

6792

A D D E N D U M

PARTIES AND PREAMBLE

This Addendum is entered into between NATIONAL FOOD STORES, INC., with respect to its warehousing operations located in New Orleans, Louisiana, hereinafter referred to as the "Company" and GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS, LOCAL NO. 270, hereinafter referred to as the "Union" on behalf of the Company's employees in the bargaining unit as hereinafter defined.

No amendment, qualification change, interpretation or alteration shall be effective unless it is made in writing and signed by the parties who have executed this Agreement, or their successors.

WITNESSETH THAT:

Whereas, it is the intent and purpose of the parties hereto to provide an orderly and harmonious collective bargaining relationship between the Company and the Union, and to secure and promote the prompt disposition of grievances and the efficient operation of the Company's business, and

Whereas, the parties hereto desire to enter into contractual relations with regard to wages, hours of work and other terms and conditions of employment to be observed;

Now, therefore, in consideration of the covenants, agreements, undertakings, terms and conditions herein contained, it is mutually agreed between the parties hereto as follows:

ARTICLE I - SCOPE OF AGREEMENT - RECOGNITION AND BARGAINING UNIT

A. The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work and other conditions of employment for the classifications of employees specified herein and employed at the Company's warehouse in New Orleans, Louisiana, but excluding supervisory, office and clerical and store employees.

B. Wherever the word "employee" or "employees" is used throughout this Agreement, it refers only to those individuals who are members of the bargaining unit as above defined, except wherein employees of another Employer are specified.

ARTICLE II - SENIORITY

A. The principle of department seniority shall prevail for the purpose of lay-off, transfer by job classification from one shift to another, rehiring and promotions, except promotions to supervisory positions. Department seniority for those purposes is defined as length of continuous service with the Company since last date of hire, applied to the department in which the employee is working. Seniority lists will be posted twice a year in each department.

Deviations from strict seniority in lay-offs, transfers, promotions, or rehiring due to operations requirements of the Company and ability of employees to perform required work shall be discussed with the Union.

B. Any controversy regarding seniority or upgradings shall be subject to the grievance and arbitration procedure as outlined between the parties.

For purposes of seniority, the following departments are to be considered separately:

1. Transportation
2. Warehousing (Grocery and Produce combined)
3. Maintenance
4. Stationery Engineering

ARTICLE II - (continued)

C. Seniority shall be terminated for the following reasons:

1. Voluntary quit.
2. Discharge for cause.
3. Failure to return to work upon expiration of leave-of-absence.
4. Failure to return to work from lay-off day specified for return, provided the Company has given forty-eight (48) hours' notice to the employee.
5. Laid off for more than twenty-four (24) months.
6. Working for another Employer when on leave-of-absence.
7. Transfer to another department or to a supervisory position.

D. In case of lay-off the Company shall give one (1) week's notice to the employee affected.

Drivers who are on lay-off or disqualified by Department of Transportation (DOT) regulations shall have preference for any available warehouse work over new hires.

ARTICLE III - DISCHARGE

A. The Company has the right, without appeal from the Union, to discharge any employee for dishonesty, intoxication, use of intoxicating beverage or narcotics and/or engaging in physical combat on Company property.

B. The Company agrees to issue two (2) written reprimands to the employee (copy to Union) for absenteeism or tardiness. Recurrence of absenteeism or tardiness will permit the Company to discharge or otherwise reprimand the employee. A written reprimand as herein provided shall not remain in effect for a period of more than six (6) months from date of such written reprimand. The job steward shall be furnished a copy of any written reprimand/warning letter issued to employees covered hereunder.

ARTICLE IV - WORK WEEK, WORK DAY AND OVERTIME

A. All regular full-time employees shall be guaranteed a minimum of forty (40) hours pay per week and eight (8) hours' pay per day. The weekly guarantee shall be completed in five (5) consecutive days. Work days for men on perishable operations need not necessarily be consecutive days, and also as set forth in the next paragraph below. Preference shall be given senior men for their choice of the day or night shift.

It is understood that the requirement for consecutive days shall not apply to the least senior 25% of employees in each shift in the grocery department, during holiday weeks, or the four (4) weeks per year in which inventory is taken.

Employees required to work on their days off shall receive a minimum guarantee of five (5) hours work at time and one-half (1½) their straight time hourly rate of pay.

Employees reporting to work before their scheduled starting time at the Company's request, shall be paid at the rate of time and one half (1½) up to the time he would have normally reported to work.

Extra employees shall not be covered by the daily or weekly guarantee, but shall be paid a minimum of four (4) hours' pay for each day they report for work when requested.

Driver extra board to be fifteen percent (15%).

ARTICLE IV - (continued)

- B. Time and one half (1 1/2) the employee's regular hourly rate shall be paid for all work in excess of forty (40) hours per week. Employees shall receive time and one-half (1 1/2) the regular hourly rate for all hours worked in excess of eight (8) on any one (1) day.
- C. Two (2) times the employee's regular straight time hourly rate of pay shall be paid for all work performed on the seventh (7th) consecutive day worked in the work week.
- D. Overtime payments are not to be duplicated or pyramided and overtime will be paid on either a daily basis or weekly basis, whichever is greater, but not both.
- E. Daily hours of work shall be consecutive hours, except that a lunch period of not to exceed one (1) hour is to be provided between the first three and one-half (3 1/2) hours of work, but not later than the first five and one-half (5 1/2) hours after the employee has reported to work. Employees required to work through their lunch period shall be paid time and one half (1 1/2) for such work.
- F. When overtime work is required, the Company shall determine the number of men in each job classification needed and such overtime work shall be offered to the senior men in each classification. If available overtime work is rejected by the senior men, the junior men in order of seniority within a job classification must perform the work which is required. When known, the Company shall give at least two (2) hours advanced notice of overtime. Unassigned drivers will be notified at least two (2) hours prior to reporting for work whenever possible.
- G. The daily and weekly guarantee as contained in this Agreement shall be void in the event of any strike or picket line, lay-off, fire, flood or other Acts of God which may interrupt the normal course of the Employer's business.
- It is understood that in the event of absence or tardiness, the daily and weekly guarantee shall be reduced by the number of hours an employee is absent or tardy.
- H. All bids for drivers shall be posted at least once each six (6) months. City runs and Out of Town runs shall be bid separately. Company shall furnish a copy of the bid posting to the Union.

ARTICLE V - JOB CLASSIFICATION AND WAGES

	Effective 6/10/79 Per Hour	Effective 6/8/80 Per Hour	Effective 6/7/81 Per Hour
<u>A. TRANSPORTATION DEPARTMENT</u>			
Truck Driver - Tractor Trailor	\$7.08	\$7.48	\$7.88
<u>B. WAREHOUSING DEPARTMENT</u>			
Shipping Clerk	7.06	7.46	7.86
Receiving Clerk	7.06	7.46	7.86
Lift Truck Operator	7.06	7.46	7.86
Order Filler	6.96	7.36	7.76
Warehousemen (Loader, Unloader, Stock Piler, etc. (Comb. job).	6.91	7.31	7.71
<u>C. MAINTENANCE DEPARTMENT</u>			
Mechanic	7.08	7.48	7.88
Tireman	6.91	7.31	7.71
Washer & Gasser & Greaser	6.91	7.31	7.71
<u>D. STATIONERY ENGINEERING DEPT.</u>			
Shift Engineer	7.27	7.67	8.07

ARTICLE V - (continued)

- E. Bonuses, sales commission awards or prizes given by the Company shall not be construed as part of wages and may be initiated or discontinued at the option of the Company.
- F. The Company shall continue to pay a ten cent (10¢) per hour premium for all hours worked between 4:00 P.M. and 4:00 A.M. which premium shall be considered as part of the regular rate of pay for overtime purposes. All second shift employees will be paid the ten cent (10¢) per hour premium for all hours worked.
- G. New employees will receive \$1.50 below contract rate with 25¢ per hour increase every three (3) months of employment until contract rate is reached.
- H. Such new employees will be on probationary status for thirty (30) working days.
- I. Freezer men will be paid ten cents (10¢) per hour premium in addition to their respective rates of pay.

ARTICLE VI - WORK ASSIGNMENTS - TRANSFERS

It is mutually agreed that if regular employees of a department are not available for work, employees may be temporarily transferred from one department to another for a period of not to exceed thirty (30) days, and shall receive the hourly rate of pay applicable to the job from which transferred. After thirty (30) days the transfer becomes permanent and the employee is to receive hourly rate of job to which transferred.

An employee permanently transferred by the Company to a lower paid job shall receive the hourly rate of the job from which transferred for a period of two (2) weeks; thereafter, he shall receive the hourly rate of the job to which transferred.

An employee transferred at his own request to a lower paid job shall receive the hourly rate of the job to which transferred as of the effective date of the transfer.

An employee performing more than one classification of work during the work day shall be paid as follows:

1. If more than one-half ($\frac{1}{2}$) of the day's work is performed in a higher paid job, the higher hourly rate shall be paid for all hours worked that day.
2. If one-half ($\frac{1}{2}$) or less than one-half ($\frac{1}{2}$) the day's work is performed in a higher paid job, the higher hourly rate shall only be paid for hours worked on the higher paid job.

ARTICLE VII - VACATIONS

A. The Employer agrees that each regular full-time employee of the Company shall be entitled to paid vacation based on his anniversary date of employment as follows:

<u>Continuous Years of Service</u>	<u>Weeks of Vacation</u> <u>WITH PAY</u>
1 Year	1 Week (40 Hours)
2 through 6 Years, inclusive	2 Weeks (80 Hours)
7 through 14 Years, inclusive	3 Weeks (120 Hours)
15 through 19 Years, inclusive	4 Weeks (160 Hours)
20 or more Years	5 Weeks (200 Hours)

Service is defined for vacation eligibility as continuous employment with the Employer.

Not more than ten per cent (10%) of the eligible employees by classification shall take their vacation in any one week; said vacation period must be selected on seniority basis during the month of January of each year as follows:

ARTICLE VII - (continued)

The Company will on January first of each year prepare in seniority order a list of employees showing their anniversary date of employment. Vacations shall not be granted on a split basis during the week. The Company shall specify the vacation period.

B. A week's paid vacation is defined as forty (40) hours' pay at each employee's rate of pay based on his job classification at time of vacation, but not including overtime or any other premium.

C. The Employer shall secure all the monies earned plus vacation pay by each employee on the last day of his work week, less the regular hold back pay, and turn same over to each employee before going on their vacation. When a holiday occurs during the vacation period of any employee, such employee shall be granted an additional day of vacation with pay to compensate for the said holiday or an additional day's pay in lieu thereof, at the discretion of the Employer.

ARTICLE VIII - HOLIDAYS

The following days shall be considered as legal holidays for which regular full-time employees shall receive eight (8) hours' pay, except as otherwise provided herein:

New Year's Day	Labor Day
Mardi Gras Day	Thanksgiving Day
Fourth of July	Christmas Day

In addition to the above holidays, employees shall be entitled to a "birthday holiday" to be celebrated on the day of their birthday or the Friday of the week in which their birthday occurs. When by mutual agreement between the Employer and employee, an employee works on the day to be celebrated as the "birthday holiday", he shall be paid straight time plus holiday pay.

In addition to the above holidays, employees shall be entitled to a "anniversary holiday" to be celebrated on the day of their employment anniversary or the Friday of the week in which their employment anniversary occurs. When by mutual agreement between the Employer and employee, an employee works on the day to be celebrated as the "anniversary holiday", he shall be paid straight time plus holiday pay.

Regular full-time employees shall also be entitled to receive two (2) additional half-day ($\frac{1}{2}$) holidays to be observed on Christmas Eve and New Year's Eve. Holiday pay for such half day ($\frac{1}{2}$) holidays shall be four (4) hours pay at the applicable straight-time hourly rate.

During a week when one of the above named holidays occur, the weekly guarantee shall be thirty-two (32) hours plus eight (8) hours unworked holiday pay. Time and one-half ($1\frac{1}{2}$) will be paid after thirty-two (32) hours of work.

Only a regular full-time employee shall be eligible for unworked holiday pay, provided:

1. He has been in the employ of the Company at least thirty (30) calendar days as of the day previous to the holiday, and
2. He works his scheduled day of work before and after the holiday.
- 2.a. If an employee is off on sick leave or other absence specifically excused by the Company, and such employee either works within one (1) week before the holiday or within one (1) week after the holiday, such employee will receive holiday pay provided the holiday is within thirty (30) days of the time when the absence began.

An employee injured on the job shall receive holiday pay for all holidays occurring within the four (4) months following the date upon which injury occurred. An employee on leave-of-absence or absent for any reason other than injury on the job shall not receive holiday pay..

Pay for an unworked holiday shall not exceed eight (8) hours at the employee's straight time hourly wage rate.

No work shall be performed on Labor Day, except by mutual agreement between the Company and the Union.

ARTICLE VIII - (continued)

For work on any of the holidays specified herein, regular employees shall be paid time and one-half (1 1/2) plus eight (8) hours' holiday pay and guaranteed a minimum of five (5) hours of work.

ARTICLE IX - LEAVES-OF-ABSENCE - REPORTING ABSENCE - "BANKED" SICK DAYS

1. Leave-of-Absence

- (a) An employee desiring a leave-of-absence from the job shall secure written permission from the Company and the Union. Failure to comply with this provision shall result in the complete loss of seniority.

An approved leave-of-absence (or leaves-of-absence) shall not exceed thirty (30) consecutive (or accumulated calendar days) days in any one (1) year of employment, except that a leave-of-absence of consecutive days may be extended for one (1) additional period of thirty (30) days.

- (b) The Employer agrees to grant leave-of-absence without pay and without discrimination or loss of seniority rights to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided seventy-two (72) hours written notice is given the Company by the Union and further provided the leave-of-absence does not exceed thirty (30) days in any one (1) year of employment.

- (c) For any absence of more than seven (7) working days the employee shall apply for a leave-of-absence.

Leaves-of-absence beyond the time specified herein are not to be granted except in case of extreme necessity or emergency. Such individual cases will be discussed between the Company and the Union.

2. Reporting Absence

In all cases and for any reason where an employee is unable to report for work at his regular starting time, he shall so inform his foreman or supervisor before his regular starting time. He must also inform his foreman or supervisor as to the reason for absence or tardiness and when he will report to work. Failure to comply with this provision may subject the employee to Article III, B., unless the reason for failure to report is given to the Company.

3. "Banked" Sick Days

All employees that have "Banked Sick Days" accumulated through June 9, 1979, will be able to use such sick days as defined under Article X, Sick Leave, of the Labor Agreement expiring June 9, 1979. Those employees not "using" their sick leave shall be paid in cash for 1/3 of their unused sick leave each December, but in no case for more than five (5) days sick leave each year.

ARTICLE X - BULLETIN BOARDS

Bulletin boards may be used by the Union for posting notices and restricted to:

1. Notices of Union recreational and social affairs.
2. Notices of Union elections and results.
3. Notices of Union appointments.
4. Notices of Union meetings.

There shall be no other general distribution, or posting by employees or the Union, of pamphlets, advertising or political matter, notices, or any kind of literature upon Company property other than as herein provided. Warehouse Superintendent shall be contacted prior to posting notices.

ARTICLE XI - COMPANY RULES AND REGULATIONS

No truck driver shall allow anyone other than another employee assigned to duty on the truck to ride on such truck and/or trucking equipment, except upon written permission of the Superintendent of Warehousing and Transportation of the Company. Violation of this provision shall subject the violator to disciplinary action. Reasonable Company rules and regulations will be established and prepared by the Warehouse and Transportation Superintendent and posted. If the Union within fifteen (15) days shall raise objection to rules established full recourse shall be available to the grievance procedure of the Agreement.

Drivers shall not log meal periods as duty hours so long as such practice is permissible under I.C.C. regulations.

ARTICLE XII - FUNERAL LEAVE - JURY DUTY - INJURY PAY - REST PERIODS

A. Employees shall be protected against loss of pay for such time as may be needed for the purpose of attending the funeral of a member of the immediate family, up to a maximum of three (3) scheduled working days. (This is at his then regular straight-time rate). In the event the employee has the responsibility of making arrangements for the funeral and/or settling the affairs of the deceased, the employee shall be guaranteed the three (3) days funeral leave.

"Immediate family" is interpreted to include husband, wife, father, father-in-law, mother, mother-in-law, children, brother or sister.

In the event of the death of an employee's brother-in-law or sister-in-law, he shall be entitled to one (1) day funeral leave with pay on the day of the funeral of the deceased provided that he attend the funeral and the day in question would otherwise be a scheduled work day.

Any time paid in this provision is not time worked and will not be counted in computing overtime. The Company has the right to request positive proof of relationship.

B. The Company agrees that in the event an employee is called to serve, and does serve on any jury, such employee shall be paid the difference between the government pay for such service and the employee's regular rate of pay, provided the employee is regularly scheduled to work on the day or days actually served on the jury. If the employee is released from jury duty for a day or part of a day, he should return to work and complete his shift. If the employee elects not to return to work, he shall not receive pay from the Company for such day or part of a day.

C. Whenever an employee is injured on the job and is directed by his Employer to leave the job for treatment, he shall be paid for the balance of his regular work day, provided the injury is of such nature that the employee cannot return to work.

The Employer hereby agrees that if any of his employees are injured while on the job, the Employer guarantees to pay such injured employee the first (1st) week his regular weekly guarantee as of Article IV, Section A, of his sustained injury, providing such injured employee receives one (1) week's compensation insurance. It is further provided that if time off due to the on-the-job injury results in the employee receiving Workmen's Compensation for the first week, such employee is entitled only to the difference between the Workmen's Compensation payment for the first week and the amount received from the Company for the first week.

Whenever an employee is injured on the job and is directed by the Employer to leave the job for treatment, he shall be paid for the balance of his regular work day provided the injury is of such a nature that the employee cannot return to work. When the employee is released by the doctor to return to work but requires further treatment by the doctor which results in loss of time from the job, the employee will be paid at his regular rate of pay for such time required for treatment.

D. There shall be two (2) ten (10) minute rest periods with pay for employees for each eight (8) hour shift. An employee will be given an additional ten (10) minute rest period for every two (2) hours he works beyond his normal quitting time.

ARTICLE XIII - HEALTH AND WELFARE

A. The Company shall continue to contribute to the Fund known as the Central States, Southeast and Southwest Areas Health and Welfare Fund, the sum of thirteen dollars and fifty cents (\$13.50) per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. Contributions will be increased to the following amounts on the following dates:

July 1, 1979	\$23.50 per week
June 29, 1980	\$32.00 per week
June 28, 1981	\$34.50 per week

Contribution to the Health and Welfare Fund will not be made on employees who work either temporarily or in cases of emergency.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If the employee is injured on the job, the Employer shall continue to pay the required contribution until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months.

If an employee is granted a leave-of-absence, such employee shall pay the required contribution into the Health and Welfare Fund during the period of such absence or shall make suitable arrangements for the continuation of Health and Welfare coverage during the period of leave-of-absence.

B. Employees covered under this provision are not eligible to participate in Company's Group Hospitalization and Group Insurance Plans.

ARTICLE XIV - PENSION

The Employer shall continue to contribute to the Central States, Southeast and Southwest Areas Pension Fund, the sum of ten dollars (\$10.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Contributions will be increased to the following amounts on the following dates:

June 1, 1979	\$30.00 per week
July 29, 1980	\$33.00 per week
June 28, 1981	\$37.00 per week

This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under the Agreement or for operations under the Southeast and Central States Area Agreements to which employees who are party to this Agreement are also parties. By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate Trust Agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave-of-absence, the Employer shall collect from said employee prior to the leave-of-absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. Contributions to the Pension Fund must be made for each week on each regular employee, even though such employee may work only part-time under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other Pension Fund. Employees who work either temporarily or in cases of emergency under the terms of this Agreement shall not be covered by the provisions of this paragraph.

ARTICLE XV - EQUIPMENT

A. No employee shall be held responsible for loss of or damage to Company's property unless definite proof of negligence is shown, subject to the grievance procedure of the Agreement.

B. The Company shall supply cold storage gear for employees required to work in freezers and foul weather clothing to hostlers.

C. No employee shall be compelled to use any defective equipment or any equipment which does not comply with all City, State and Federal safety vehicle requirements. Drivers shall make a written report of any known defects on said equipment to the person in charge of the department.

The Employer agrees to furnish sanitary drinking water and clean and sanitary toilet facilities for its employees. The Employer further agrees to maintain such toilet facilities in a sanitary condition. The Employer and employees shall cooperate to maintain facilities to conform with City and State health regulations.

ARTICLE XVI - DURATION OF AGREEMENT

A. This Agreement shall continue in full force and effect from June 10, 1979, to and including June 12, 1982, except as otherwise provided herein, and shall continue from year to year thereafter.

B. Should either party desire to modify, revise or change any of the Articles of this Agreement on June 12, 1982, or on June 12th of any year thereafter, such party desiring to make modifications, revisions or changes shall give the other party written notice at least sixty (60) days prior to June 12, 1982, or June 12th of any year thereafter.

C. Should either party desire to terminate this Agreement on June 12, 1982, or June 12th of any year thereafter, such party desiring termination of the Agreement shall give the other party written notice at least sixty (60) days prior to June 12, 1982, or June 12th of any year thereafter.

D. Notice required under this Article XVI shall be deemed to be properly served if made in writing and sent via U.S. Registered Mail to the address of the Union at 2207 Royal Street, New Orleans, Louisiana, or the Company at 9701 W. Higgins Road, Rosemont, Illinois 60018, or to any subsequent address which the Union or the Company may designate in writing for such purposes.

ARTICLE XVII - WAIVER

The Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

Executed between the parties this _____ day of _____, 1979.

FOR THE COMPANY:

FOR THE UNION:

NATIONAL FOOD STORES, INC.

GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS, LOCAL UNION NO. 270

BY _____
Willard J. Carlson
Corporate Vice President -
Labor Relations & Personnel

BY _____

BY _____

BY _____