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4-10-1978

Grand Union Company and Retail Store Employees Union, AFL- CIO, Local 1262 (1978)

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Grand Union Company and Retail Store Employees Union, AFL-CIO, Local 1262 (1978)

Location

NJ; NY

Effective Date

4-10-1978

Expiration Date

4-5-1981

Number of Workers

1850

Employer

Grand Union Company

Union

Retail Store Employees Union

Union Local

1262

NAICS

44

Sector

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Item ID

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AGREEMENT BETWEEN Retail Store Employees Union Local 1262, RCIU, AFL-CIO, and THE GRAND UNION COMPANY

This Union contract has been negotiated for you by Local 1262 with your employer and its provisions carefully explain in detail all of the terms and conditions of your employment and your rights and benefits.

You should read this agreement carefully because it is important for you to be fully aware of all of the protections and benefits you are entitled to and to understand how they safeguard you on the job.

When all of the provisions of this contract are observed, you receive the full measure of the benefit you earn in return for your hours of labor. If you find that your contract is not being followed to the fullest, notify your Shop Steward or Union Business Representative immediately.

In addition to job security, this contract has an efficient grievance procedure for the orderly settlement of any problem you may encounter in the course of your employment.

If you have any questions regarding your rights or benefits under this agreement, please ask your Shop Steward or Union Business Representative for assistance.

Also feel free to call or visit the Union Office. Assistance is always as close to you as your telephone.

Sincerely and Fraternally,

Sam Kinsora

Sam Kinsora, President

4/10/78 - 4/5/81



FOR ASSISTANCE
ON
HEALTH AND WELFARE
OR PENSION
CALL
201/778-5800

FOR ASSISTANCE
WITH
ON-OR-OFF-THE-JOB
PROBLEMS
CALL
N.J. 201/777-3700
N.Y. 212/964-6052

THIS AGREEMENT made and entered into this 10th day of April, 1978, by and between **THE GRAND UNION COMPANY**, hereinafter referred to as the "EMPLOYER", and the **RETAIL STORE EMPLOYEES UNION, LOCAL 1262**, its successors and assigns, chartered by **RETAIL CLERKS INTERNATIONAL UNION, AFL-CIO**, hereinafter referred to as the "UNION".

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE 1. RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative of the following employees: Food Clerks, Bookkeepers and Bakery Department employees (except Meat Department) in its supermarkets located in the Employer's Suburban Division, exclusive of Store Managers, Assistant Store Managers, Grocery Department Managers, Produce Department Heads, Bakery Department Foremen and Foreladies, supervisors within the meaning of the Act, and such other employees as may hereafter be mutually agreed upon between the Employer and the Union, except that, effective April 10, 1978, and thereafter, employees who are appointed to the classification of Produce Department Head and to the classification of Grocery Department Manager (in stores which have a Store Manager and Grocery Department Manager) shall be included in the bargaining unit.

All work and services, other than that of managerial or supervisory employees connected with or incidental to the handling or selling of all merchandise except meat, seafood, delicatessen and other work and services performed by employees covered by other collective bargaining agreements, offered for sale to the public in the Employer's establishment covered by this Agreement shall be performed only by employees within

the unit referred to above for which the Union is recognized as the collective bargaining agency by the Employer and except that this provision shall not apply to such work when performed in connection with the initial building of special displays, promotions or rotation of merchandise, nor shall this provision apply to bread and bakery products (such as cupcakes; that is, any and all products or items of merchandise which are the end result of the baking process) ice cream, drugs, perishable and semi-perishable items kept under refrigeration (except frozen foods), hospitality and gourmet items, pet foods and supplies, salted nuts, cigarettes, spices, produce department specialty items such as potted plants, etc., and non-food items other than old line household items such as brooms, waxes, etc. The provisions of this paragraph shall not be applicable until sixty (60) days following a new store opening, reopening, remodeling or acquisition.

For the purpose of establishing eligibility for full-time benefits set forth in this Agreement, a full-time employee is one who is hired to work thirty (30) hours or more per week, a part-time employee who is reclassified to full-time, or a part-time employee who is scheduled to work thirty (30) hours or more per week in excess of six (6) consecutive weeks, excluding hours worked on Sundays, during vacation periods, or in the temporary relief of an employee on authorized leave.

All other bargaining unit employees shall be classified as part-time employees and are to receive those benefits specifically provided for them in this Agreement.

ARTICLE 2. UNION SHOP

All present employees who are members of the Union on the effective date of this Agreement or the date of execution, whichever is later, shall remain members in good standing of the Union as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the

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Union on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this Agreement or the date of execution of this Agreement, whichever is later. An employee who is not a member in good standing of the Union because of failure to tender initiation fees and dues shall be discharged within seven (7) working days after notification in writing to the Employer by the Union.

The foregoing provisions as well as the enforcement thereof are operative when and to the extent permitted by the Labor Management Relations Act, as amended.

ARTICLE 3. CHECK OFF

The Employer shall weekly deduct dues and initiation fees from the wages of all employees who have filed with the Employer a proper deduction card to the extent authorized by the Labor Management Relations Act of 1947, as amended, or other applicable law, and to remit the amounts with the listing of names to the Union Office on or before the fifteenth (15th) day of each month. The Union will give the Employer signed dues and deduction cards from the employees authorizing the deduction of dues and initiation fees. The Employer's obligation to remit to the Union shall be limited to the amounts which it actually does deduct from the employee's wages.

The Employer shall furnish the Union a list, quarterly, of all new hires in the bargaining unit. The list shall include the employee's name, address, social security number, store employed at and classification of full-time or part-time.

ARTICLE 4. MANAGEMENT CLAUSE

Subject to the provisions of this Agreement, the employer has the exclusive right and authority to establish policies and manage stores covered by this Agreement and direct the working forces employed therein including, but not limited to, the rights of

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hiring, suspending and discharging for proper cause, promoting, transferring and releasing employees from duties because of lack of work.

There shall be no suspension because of work performance, absenteeism and/or tardiness, without prior written notice having been given to the Union and the employee involved.

The trial period for newly engaged employees shall be the first thirty (30) days of employment and may be extended to sixty (60) days at the request of the Employer to the Union. When new stores are opened by the Employer, the trial period shall be sixty (60) days for all employees newly employed at such time. After the first sixty (60) days from the opening date of the store, the trial period shall be thirty (30) days.

ARTICLE 5. REGULAR WORK WEEK AND MAXIMUM HOURS

(a) The normal work week for full-time employees, excluding those full-time employees who regularly work less than forty (40) hours and Bakery Production Department employees, shall consist of forty (40) hours, exclusive of meal periods, to be performed in five (5) eight (8) hour days from Monday through Saturday. Sunday shall not be part of the normal work week. Such days need not be consecutive. Employees working in excess of eight (8) hours in a day or forty (40) hours in a week, exclusive of meal periods, shall be paid for such excess work at time and one-half (1 1/2) their straight time hourly rate.

(b) (1) In addition to the provisions of Section (i) of this Article, the Employer shall have the right to schedule its full-time employees one (1) hour before and one (1) hour after the normal opening time of the store. Any work performed by an employee, except Bakery Production Department employees, prior to the one (1) hour before the normal store opening shall be considered premium time and paid at the rate of time and one-half (1 1/2). Under no circumstances may the Employer schedule any full-time employees later than 10:00 a.m. except those assigned to a second shift in accordance with Section (i) of this Article.

(b) (2) Where it is mutually agreed between the employee and Employer, the Employer may schedule employees to start at 6:00 a.m. at their regular straight time rate of pay in the Produce, Dairy and Bakery Departments and shall also include the bookkeeper. Such hours will be rotated among full-time first shift employees. Classified employees may be scheduled without regard for such rotation.

(b) (3) Where Saturday is available as a day off, it shall be made available to full-time employees, by seniority, on a rotating basis, excluding Department Managers and other classified employees.

(c) Any full-time employee called into work on the employee's regularly scheduled day off shall be paid at the rate of time and one-half (1 1/2) and guaranteed a full day's work.

(d) (1) Full-time employees, except Bakery Production Department employees, working on a Sunday shall be paid for such work at two and one-half (2 1/2) times their straight time hourly rate, and part-time employees working on a Sunday shall be paid for such work at one and one-half (1 1/2) times their straight time hourly rate. For the purpose of computing wages due for work performed, the employee's work time at the beginning or at the end of a workday (excluding time spent washing up and changing clothes) will be computed to the nearest quarter of an hour. The employee will be held responsible for keeping an accurate rate and complete record of time worked in accord with the procedure prescribed by the Employer. Failure properly to record time worked may result in disciplinary action.

(d) (2) When a store is open for business on Sundays the normal ratio of full-time and part-time employees will be scheduled. Sunday work for a full-time employee will be scheduled on a rotating basis, providing the employee is capable of performing the available work. Failure to work on a scheduled Sunday without being excused in advance will disqualify an employee from Sunday sched-

uling for the following two (2) Sundays that such employee would otherwise have been scheduled. Full-time employees who work on a Sunday shall be paid a minimum of eight (8) hours at the Sunday premium rate provided the store is open for business for eight (8) hours and the employee remains available for work. Part-time employees who work on a Sunday shall be paid a minimum of four (4) hours at one and one-half (1 1/2) times their straight time hourly rate provided the employee remains available for work.

(e) Overtime shall be worked as required unless excused for good cause. Whenever full time overtime work is made available by an Employer in a department, such full time overtime work will be offered to the full-time employees who work in that department on a rotating basis, excluding the department manager.

(f) The Employer agrees to post work schedules and days off in each store for full-time and part-time employees by the end of the first shift on Friday of each week for the following week. In case of emergency or any condition beyond the control of the Employer, these schedules may be subject to change, but no schedule may be changed in order to deprive an employee of a holiday. There shall be no split shifts.

(g) (1) The Employer shall not be restricted in using part-time employees in its stores as to their starting time or the number of hours they work within the provisions of this Agreement. However, part-time employees shall be paid at the rate of time and one-half (1 1/2) the employee's regular hourly rate for all hours in excess of eight (8) hours in any one (1) day.

(g) (2) Part-time employees shall be offered four (4) hours' work each day they are scheduled to report to work.

(g) (3) If any part-time employee is called into work on a day for which the employee is not scheduled, the Employer guarantees to offer any such employee a minimum of four (4) hours' work and the employee's schedule for the remainder of the week shall not be changed or reduced because of this.

(g) (4) Part-time employees who are scheduled to work on the sixth (6th) day of the week, excluding Sunday, shall be paid at the rate of time and one-half (1 1/2) for all hours worked on such sixth (6th) day.

(g) (5) The Employer shall designate the number of available full-time vacation replacement openings, if any, in each store during the summer vacation period (May 1st through September 30th) and shall offer such openings to the existing part-time employees within each store on the basis of seniority. Those part-time employees who accept such appointment shall waive their own vacation during the summer vacation period.

(h) The Employer shall endeavor to combine existing part-time assignments on a seniority basis, providing they can do the work so as to provide the maximum part time employment per individual within the definition of part-time employment providing the employee is available to work such hours on a regular and continuing basis. A part-time employee may claim the daily schedule of hours of a less senior part-time employee in order to maximize his/her schedule within the definition of straight time employment for part-time employees. The Employer shall endeavor to create full-time positions providing such positions can be assigned to employees who are available to work such hours on a regular and continuous basis.

(i) The Employer shall have the right to establish a second shift under the same rates and conditions as those employees who work under provisions of Sections (a) and (b) of this Article. Employees working on the second shift will have a starting time between the hours of 12:00 noon and 4:00 p.m.

Employees hired prior to September 4, 1965, will not be obligated to work on the second shift unless they so choose. The Employer can exercise the prerogative to interchange the shift of any employee hired after September 4, 1965.

Those employees working on the second shift shall be entitled to a meal period of thirty

(30) minutes to one (1) hour between 5:00 p.m. and 7:00 p.m. and shall be entitled to two (2) fifteen (15) minute rest periods within the eight (8) hour day.

All full-time employees employed on the second shift prior to April 10, 1978, shall be offered, in accordance with seniority, opportunities to be scheduled to work the first shift before any new hires are scheduled to work that shift.

ARTICLE 6. GOVERNMENT ENACTMENT OF MAXIMUM HOURS

The Employer will comply with applicable Federal or State laws concerning maximum hours of work.

ARTICLE 7. WAGE CLAUSE

(a) (1) The scale of wages shall be as appears in Schedule "A" attached and made part of this Agreement.

(a) (2) Any premium paid to a classified or night crew employee under the terms of this Agreement is to be included as part of the employee's regular hourly wage rate for all purposes.

(a) (3) When a full-time employee, who has been classified as such for six (6) months, is involuntarily reduced to part-time status, the employee shall not suffer a reduction in the employee's straight time hourly rate.

(a) (4) Should the Employer establish new classifications within the bargaining unit, the job content of which is substantially different from those then existing and for which rates of pay are not provided in this Agreement, the Employer and the Union shall negotiate rates of pay for such new classifications.

(b) The rates of pay specified in this Agreement and presently paid to employees shall not be reduced during the period of this Agreement.

(c) Any full-time employee hired or presently employed at a rate in excess of the minimum rate to which that employee would be entitled pursuant to Schedule "A" shall be given credit for the continuous full-time service required for the progression rate equal to or next below the employee's actual rate.

(d) Part-time employees hired at a wage rate in excess of the minimum rate to which they would be entitled pursuant to the wage progression scale of Schedule "A" will be given credit for the continuous part-time service required for the progression rate equal to or next below their actual rate and shall advance thereafter in accordance with the terms of said wage progression scale.

(e) Part-time employees who receive advances in progression equal to a particular progression rate shall six (6) months thereafter progress to the next higher rate.

(f) Part-time employees who receive advances in progressions in an amount less than the next progression wage level shall six (6) months from the date of the last progression wage increase, preceding the advances in progressions, receive only the difference necessary to bring them up to the next progression wage level.

(g) No part-time employee shall receive more than the maximum of the progression wage scale as a result of the operation of (d), (e) or (f) above.

(h) Part-time employees who are on the part-time wage progression and who are converted to full-time, shall be given credit for their service on a one (1) month for two (2) month basis to establish their beginning wage rate and vacation entitlement as full-time employees. This provision shall not apply to those part-time employees who are already on the full-time wage progression for the purpose of establishing their wage rate, but shall be applicable for the purpose of establishing their vacation entitlement.

(i) Further, no employee shall suffer a reduction in the employee's earnings as a result of any of the provisions of this Agreement, nor shall present part-time employees' hours of work be reduced as a result of this contract except for economic reasons such as a reduction of business.

(j) All new full-time employees hired by the Employer who have had verified similar supermarket industry experience in the classification for which they were hired within three (3) years preceding their date of hire by the Employer, who claim such experience on the job application, shall be given credit for such experience after thirty (30) days' employment, and their rate of pay henceforth shall be based on their so verified full-time experience within the preceding three (3) years according to the rate schedule of this contract.

(k) Rehired part-time employees shall be given credit for up to one (1) year's experience with the same Employer, preceding their new date of hire by the Employer to determine their rate of pay according to the part-time rate schedule of this contract.

ARTICLE 8. HOLIDAYS

(a) Full-time employees, after thirty (30) days' service, shall be entitled to the following holidays:

New Year's Day	Labor Day
Washington's Birthday	Presidential Election
Memorial Day	(if registered voter)
Independence Day	Thanksgiving Day
	Christmas Day

The work week during which one of the above-mentioned full holidays occurs shall be thirty-two (32) hours per week, with no reduction in pay because of the holiday.

(b) (1) Personal Holidays: Full-time employees with more than ninety (90) days' service shall be entitled to three (3) personal holidays per year, the first of which shall be the employee's birthday. In the event any said employee's birthday falls on Sunday, the employee's scheduled day off or one of the holidays listed in (a) above, then that employee will be entitled to the employee's birthday holiday on the scheduled work day immediately following. The second personal holiday shall be six (6) months after the birthday holiday and will be taken during the first three (3) days of the week at the employee's option provided that two (2) weeks' advance notice to the Employer is given, in a week in which another holiday does not occur and in a week in which another employee in the department does not have a personal holiday. The third personal holiday shall be the employee's anniversary date of hire. If more than one employee has the same anniversary date, then in such event, the Employer shall have the right to schedule the anniversary holiday in accordance with the needs of the business within a reasonable period of time. In the event any said employee's anniversary date falls on Sunday, the employee's scheduled day off, or on one of the holidays listed in (a) above, then that employee will be entitled to the employee's anniversary holiday on the scheduled work day immediately following.

A fourth (4th) personal holiday shall be given to full-time employees on the same basis and qualifications of the aforementioned three (3) personal holidays. The fourth personal holiday shall be taken at the convenience of both the employee and Employer, taking into account the employee's wishes and the Employer's need to operate its business.

(b) (2) Full-time employees, after one (1) year of full-time service, shall be entitled to five (5) personal holidays per year. Such employees may take at least one (1) personal holiday every quarter, but not during a peak business week and provided that one (1) week's notice be given to the Employer prior to schedule posting. If there is a conflict among employees as to a day to be taken as a personal holiday, seniority shall prevail.

(b) (3) Full-time employees with two (2) or more years of full-time service can take two (2) personal holidays on consecutive work days provided that two (2) weeks' notice is given, except during peak business weeks or in conjunction with a vacation.

(c) Full-time employees hired after April 9, 1978, who are required to work on any of the holidays listed in Article 8 (a) shall be paid at the rate of time and one-half (1 1/2) for all hours worked on the holiday plus pay for the holiday if they otherwise qualify for same. Full-time employees hired prior to April 9, 1978, shall be

paid two (2) times the hourly rate for work performed on any of the holidays listed in Article 8 (a), plus pay for the holiday if they otherwise qualify for same. A full-time employee who works on one of his enumerated holidays shall be paid a minimum of eight (8) hours, provided the store is open for business for eight (8) hours and the employee remains available for work. A part-time employee who works on one of his enumerated holidays shall be paid a minimum of four (4) hours provided the employee remains available for work.

(d) On a holiday where the store is open for business, the Employer has the right to determine the number of employees who shall work a given holiday but shall schedule from those full-time and part-time employees who would normally work on the day of the week on which the holiday falls. Further, the Employer shall schedule such holiday work on a rotating basis, alternating holidays worked.

(e) An employee shall be required to work the day scheduled before and after a holiday to be eligible for the holiday pay, except when excused for good and just cause.

(f) In the event any of the above-mentioned holidays occur on a Sunday, the holiday shall be observed on the following Monday.

(g) Part-time employees who have completed ninety (90) days or more of employment with the Employer, and who qualify, shall receive six (6) hours holiday pay based on their regular hourly wage rate for each of the holidays listed below. Part-time employees hired on or after September 22, 1974, shall receive a minimum of four (4) hours' pay for a paid holiday but may receive up to six (6) hours' pay if they would normally have been scheduled to work more than four (4) hours on the day the holiday occurs.

New Year's Day	Labor Day
Washington's Birthday	Presidential Election
Memorial Day	(if registered voter)
Independence Day	Thanksgiving Day
	Christmas Day

(h) Personal holidays: Part-time employees shall receive three (3) personal holidays per year, the first of which shall be received after six (6) months of service, provided that two (2) weeks' advance notice to the Employer is given and the holiday is taken in a week in which another employee in the department does not have a personal holiday.

The second personal holiday shall be the employee's anniversary date of employment and the third personal holiday shall be the employee's birthday. In the event any said employee's anniversary date or birthday falls on Sunday, scheduled day off, or one of the holidays listed in (g) above, then that employee shall be entitled to an anniversary or birthday holiday on the scheduled work day immediately following. If more than one employee has the same anniversary date or birthday, then, and in such event, the Employer shall have the right to schedule the anniversary or birthday holiday in accordance with the needs of the business within a reasonable period of time.

(i) A part-time employee who works on the fifth (5th) day in a holiday week (not counting Sunday) will be paid time and one-half (1 1/2) for work on that day, provided the employee has worked all of his scheduled hours on the other four (4) days of such week.

(j) To qualify for holiday pay, a part-time employee must work all the hours during the holiday week that the employee is scheduled to work unless absence is excused in advance for good and just cause.

(k) Part-time holiday rate of pay for work on a holiday shall, after three (3) or more months' service, be time and one-half (1 1/2) for all hours worked on any holiday listed in Article 8 (g).

(l) No employee's schedule shall be changed during a holiday week to avoid granting an entitled holiday.

ARTICLE 9. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors, assignees, heirs, purchasers or lessees of the Employer or of any store or part thereof of the Employer.

ARTICLE 10. SAFETY AND SANITARY CONDITIONS

The Employer shall comply with all applicable laws concerning safety and sanitary conditions.

The Employer and the Union shall make every effort to see that the safety rules are obeyed.

ARTICLE 11. VACATIONS

(a) Full-time employees hired prior to April 9, 1978, who are on the Employer's payroll on June 1st of a contract year shall be entitled to one (1) day's vacation with eight (8) hours straight time pay for each complete calendar month of full-time service with the Employer but not to exceed a total of ten (10) working days vacation with pay in any one (1) calendar year. Full-time employees who have been in the employ of the Employer as full-time employees for six (6) or more consecutive years shall be entitled to fifteen (15) working days vacation with pay. Full-time employees who have been in the employ of the Employer as full-time employees for twelve (12) or more consecutive years shall be entitled to twenty (20) working days vacation with pay. The third (3rd) and fourth (4th) weeks of such employee's vacation entitlement shall be based on the employee's vacation anniversary date providing such anniversary date occurs during the May 1st - September 30th vacation period.

(b) Regular full-time employees hired after April 9, 1978, shall receive vacations with pay as follows:

- One (1) week's vacation after six (6) months' service prior to April 1.
- Two (2) weeks' vacation after two (2) years' service.
- Three (3) weeks' vacation after six (6) years' service.
- Four (4) weeks' vacation after twelve (12) years' service.

Eligibility for such full-time employees shall be determined as of their anniversary date and the length of service which falls prior to or within the vacation period.

(c) The third and fourth weeks of an employee's vacation entitlement need not be scheduled by the Employer consecutively following the first two (2) weeks of such vacation and may be scheduled by the Employer outside the May 1st through September 30th vacation period. Vacation periods and assignments shall be at the discretion of the Employer with due regard for the convenience of the employees. Those employees who desire to take their vacation at a time other than the vacation period (May 1 through September 30) or to split their vacation period between that time and another time, may do so provided it is not taken during a peak business week period.

(d) Full-time employees who regularly work thirty (30) or more but less than forty (40) hours per week shall be entitled to vacation benefits on a pro-rata basis in relation to the vacation benefits hereinabove provided for full-time employees, and subject to the same conditions.

(e) Part-time employees who on March 31st have completed one (1) year of employment with the Employer shall be granted twenty (20) hours' vacation with pay.

Part-time employees who on May 31st have completed two (2) years of employment with the Employer shall be granted forty (40) hours' vacation with pay.

Part-time employees who on May 31st have completed six (6) years of employment with the Employer, shall be granted seventy (70) hours' vacation with pay.

Part-time employees who on May 31st have completed twelve (12) years of employment with the Employer shall be granted eighty (80) hours' vacation with pay.

(f) Employees joining the Armed Forces shall receive one-twelfth (1/12) of the vacation pay to which they are entitled for each month of employment during the employee's anniversary year.

(g) When an enumerated holiday occurs during a full-time employee's vacation period, the employee's vacation shall be extended by

one (1) day, or, at the option of the Employer, said employee shall receive eight (8) hours straight time pay in lieu thereof.

No employee shall be required to work beyond 6:00 p.m. the evening prior to the commencement of the employee's vacation.

(h) Full-time employees with more than one (1) year's service who voluntarily terminate their employment shall receive a pro-rata vacation and pay for fifty per cent (50%) of unused sick leave providing they give two (2) weeks' advance written notice to the Employer.

(i) Full-time employees who are laid off (to reduce the working force) before June 1st of a contract year, or their anniversary date, whichever is applicable, shall receive pro-rata vacation pay, provided they are entitled to six (6) or more days of vacation.

ARTICLE 12. STORE LINEN

(a) The Employer agrees to furnish and launder the customary store coats, aprons and gowns required by the Employer to be worn by the employee. Employees who normally, during their working day, are not required to work in the sales area, will not be required to wear white shirts, but will, nevertheless, be expected at all times to be neat and tidy in their dress and appearance.

(b) The Employer will make rain gear available to employees who are assigned to work outdoors.

ARTICLE 13. SENIORITY

(a) Seniority shall be defined as continuous length of service within the bargaining unit of this Agreement.

(b) (1) The Employer shall maintain three separate seniority lists for these groups of employees:

(i) Department Managers (where applicable), Bakery employees and other classified employees.

(ii) Full-time employees other than the above.

(iii) Part-time employees

(b) (2) Part-time employees shall not accumulate seniority over full-time employees.

(b) (3) Full-time employees involuntarily reduced to part-time shall have their full-time seniority frozen and shall pick it up if and when returned to full-time employment. Seniority as part-time employees shall be measured from original dates of hire and shall include all service with the Employer.

(b) (4) When full-time employees voluntarily reduce themselves to part-time employment, their original dates of hire shall be their seniority dates.

(b) (5) When part-time employees are reclassified to full-time, their seniority as full-time employees shall begin with the date of reclassification to full-time. Their service as part-time employees shall be frozen for them.

(c) No employee can exercise seniority to claim a classified job.

(d) All employees working less than forty (40) hours per week who are interested in obtaining full-time positions shall place their names on a bid sheet. When a full-time job opportunity becomes available within the bargaining unit, the most senior capable employee on the bid sheet shall be assigned to the job, provided the employee is available to work such hours on a continuing basis. Bid sheets shall be posted for six (6) month periods. Employees may place their names on them in the months of March and September of each year on a form approved by and made available to the Union.

(e) All employees interested in promotion to department manager and other classified positions shall place their names upon a classified job opportunity sheet. The Employer shall make promotions from such sheet provided the employees on such sheet are capable to perform the work. Classified job opportunity sheets shall be posted for six-month periods. Employees may place their names on them in the months of March and September of each year on a form approved by and made available to the Union.

(f) Employees promoted to classified jobs shall retain previously acquired seniority, and new seniority in the classified job shall commence as of the time of promotion. In the event of layoff or the reduction of hours or replacement of classified employees, such employees shall be permitted to reclaim positions they previously held, or whatever equivalent jobs the employees are entitled to by the combined seniority in the employee's classified and unclassified jobs.

(g) When there is a reduction of hours, or layoff, employees shall be treated in the following manner:

(1) No employee shall have hours reduced until there has been a reduction of hours among less senior employees as long as customer service is maintained.

(2) Full-time employees who have worked for the Employer for six (6) consecutive months or more and are laid off due to a reduction in the work force shall be given five (5) days' written notice or forty (40) hours' pay in lieu of such notice of layoff by the Employer.

(3) Part-time employees who have worked for the Employer for twelve (12) consecutive months or more, and are laid off due to a reduction in the work force, shall be given one (1) week's written notice or one (1) week's pay (normal scheduled hours) in lieu of such notice of layoff by the Employer.

(4) Layoffs shall be in reverse order of seniority first in the store of employment, then by bumping the least senior employee in another store of the Employer on a district-wide basis or in a mutually agreed upon geographical area and finally on a bargaining-unit-wide basis, provided the employee is capable to perform the work of the displaced employee and is available for the hours required to be worked.

(h) Recall of employees from layoff shall be made in order of seniority so long as the most senior employee is capable and available to perform the work.

(i) An employee on layoff shall retain seniority for a period of six (6) months provided the employee has been employed in the bargaining unit for six (6) months or more prior to the date of layoff.

(j) An employee on a leave of absence shall retain seniority accumulated prior to the leave for the period of the leave of absence, in accordance with the terms of Article 40.

(k) The Shop Steward or Stewards shall, in any event, have top seniority in the stores for purpose of layoff.

(l) Seniority shall be terminated for any one or more of the following reasons:

(1) Any employee recalled after layoff who fails to report for work within a period of forty-eight (48) hours (not including Saturday or Sunday) after the required date to report shall forfeit his right to re-employment.

(2) Seniority may be broken only by quit, justifiable discharge or failure to return to work in accordance with the terms of Leaves of Absence.

(m) It is expressly understood that this Article shall be applied in accordance with Article 21 of this Agreement.

ARTICLE 14. GRIEVANCE PROCEDURE AND ARBITRATION

(a) All disputes, differences or grievances as to the interpretation or application of the provisions of this Agreement shall be settled in the following manner:

The Union shall give written notice of the nature of the dispute, difference or grievance to the duly designated representative of the Employer.

After receipt of such notice by the Employer, the duly authorized officials of the Union and a duly designated representative of the Employer shall confer to adjust such dispute, difference or grievance.

In the event such dispute, difference or grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such dispute, difference or grievance shall be referred to arbitration by either party by notice in writing. Upon the giving of such notice in writing by one party to

the other, the parties shall mutually agree upon an impartial arbitrator. If no agreement upon an impartial arbitrator is reached within five (5) days after the giving of such notice of intention to arbitrate, either party may apply to the American Arbitration Association for the appointment of such impartial arbitrator.

(b) The decision of said arbitrator shall be final and binding upon the parties. The parties further agree that there shall be no suspension of work when any such dispute, difference or grievance arises and while it is in the process of adjustment or arbitration. The parties agree that the expenses of arbitration shall be borne equally between them.

(c) Any member of the Union who shall, at the direction of the arbitrator be required to testify at any arbitration procedure shall not suffer any loss in wages by reason thereof.

(d) A dispute, difference or grievance concerning the discharge of an employee shall be deemed waived unless within ten (10) calendar days after the date of discharge the Union gives written notice of such dispute, difference or grievance to the duly designated representative of the Employer.

(e) Neither party shall utilize any coercive or retaliatory measure to compel the other party to accede to its demands.

(f) The arbitrator shall not have the power to arbitrate provisions of a new agreement, to arbitrate away, in whole or in part any provision of this Agreement; and shall not have the power to add to, delete from or modify the provisions of this Agreement.

(g) The Shop Steward or Union representative has the right to be present during any corrective interview between an official of the Employer and a member of the bargaining unit, concerning discipline or the application of the interpretation of this Agreement.

An employee has the right to request the presence of a Union representative or Shop Steward at any investigatory interview which the employee reasonably believes might result in disciplinary action.

ARTICLE 15. NO STRIKE CLAUSE

There shall be no strikes, sit-downs, slow-downs or stoppages of work authorized or sanctioned by the Union, nor shall there be any lockout on the part of the Employer during the term of this Agreement. This clause shall not bind a party to this Agreement if the other refuses to arbitrate or abide by the arbitrator's award.

ARTICLE 16. SUBSTITUTE MANAGERS

An employee actually designated by the Employer to substitute for the General Manager, Assistant Manager, Grocery Department Manager/Head or Produce Department Manager/Head for more than two (2) consecutive work days at any one time shall be paid for the entire period of such relief at the base weekly wage rate and hours of the person for whom the employee is substituting. However, an employee actually designated by the Employer to substitute for the General Manager, Assistant Manager, Grocery Department Manager/Head in a store other than the employee's regularly assigned store shall be paid at the base weekly wage rate and hours of the person for whom the employee is substituting, commencing with the first (1st) day of such period of relief.

ARTICLE 17. LUNCH PERIOD

(a) Full-time employees shall receive one (1) full hour for lunch as close to noon as possible between the hours of 11:30 a.m. and 2:00 p.m. The supper period for such employees shall be scheduled by the Employer to commence after the completion of at least seven (7) hours of work by the employees.

(b) Full-time employees scheduled to begin work not earlier than 12:00 p.m. and not later than 2:00 p.m. shall receive one (1) full hour for supper between the hours of 5:00 p.m. and 7:00 p.m.

(c) Employees who are scheduled to work less than five (5) hours shall not be granted a meal period.

(d) Employees who are scheduled for more

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than five (5) hours but less than eight (8) hours of work shall be granted a one-half (1/2) hour meal period by the Employer.

(e) Meal periods shall not be deemed time worked.

ARTICLE 18. REST PERIODS

Full-time employees shall be granted a fifteen (15) minute rest period in the first half and in the second half of each work day. Part-time employees shall be granted a fifteen (15) minute rest period approximately in the middle of each four (4) hour shift. Rest periods shall be considered as time worked.

ARTICLE 19. REPLACEMENT OF FULL-TIME EMPLOYEES

(a) The Employer agrees that whenever a full-time job becomes vacant, the Employer will replace the full-time employee with a new full-time employee taken from the bid sheet unless the vacancy occurs because of a reduction or transfer under Article 13.

(b) Any full-time employee with one (1) or more years of continuous service who is discharged, providing such discharge was not for dishonesty, shall be paid a pro-rata vacation and the pay for fifty percent (50%) of unused sick days.

ARTICLE 20. ENFORCEABILITY OF ANY PART OF AGREEMENT

The parties hereto agree that should any section, part or paragraph of this Agreement be or become unlawful, invalid, ineffective or unenforceable by virtue of the National Labor Relations Act, as amended, any other act, law or decision of any established administrative agency or court, then said section, part or paragraph so declared shall not affect the validity and enforceability of any other section, part or paragraph thereof, and the remainder of this Agreement shall continue to remain in full force and effect.

ARTICLE 21. NO DISCRIMINATION

There shall be no discrimination against any employee concerning any condition of employment because of the employee's race, color, sex, religion, creed or national origin.

ARTICLE 22. EFFECT OF STRIKE AND PICKETS

The Union agrees that it will not refuse to cross a picket line unless such picket line is directed against the Employer in its capacity as an employer, unless such picket line is authorized by the International Union of the picketing union and unless the Employer has been notified by the Union by registered mail, at least three (3) working days in advance, of its intention to honor the picketing union's line.

ARTICLE 23. JURY DUTY

(a) Any full-time employee who has worked for the Employer for ninety (90) days or more and who is called to jury duty shall be paid by the Employer the difference in pay between the employee's base wages and the amount received for the jury service, limited to not more than fourteen (14) days' pay in any one (1) year. Employees on jury duty shall report to work on Saturday if not serving on the jury unless they have served on the jury five (5) days during the week in which event they will not be required to work on Saturday and shall be paid the differential on a five (5) day basis, as if the employee had been scheduled Monday through Friday. An employee who is dismissed from jury service sufficiently early to enable the employees to work two (2) hours or more of a scheduled shift shall report to the store to complete the employee's shift.

(b) Any part-time employee who has worked for the Employer six (6) months or more and who is called to jury duty will be paid for scheduled hours by the Employer the difference in pay between the employee's base wages and the amount received for jury service limited to not more than fourteen (14) scheduled days' adjusted pay in any one (1) year. Part-time employees shall receive such differential only for those hours they are normally scheduled and unable to work be-

cause of serving on the jury. However, there will be no coverage for part-time employees who receive jury duty pay from another Employer. The two (2) hour provision above applicable to full-time employees is also applicable to part-time employees.

ARTICLE 24. FUNERAL LEAVE

(a) A full-time employee who has been in the employ of the Employer for thirty (30) days or more as a full-time employee, and who actually attends the funeral of his father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparent shall for the time lost be allowed up to a maximum of eight (8) hours straight time pay for each of his regularly scheduled working days, not to exceed three (3), commencing no earlier than the date of death and ending no later than the day of the funeral.

(b) Full-time employees who regularly work thirty (30) or more but less than forty (40) hours per week, and who have regularly worked such hours in the employ of the Employer for thirty (30) days or more, shall be entitled to receive on a pro-rata basis the funeral leave benefit hereinabove provided, subject to the same conditions.

(c) A part-time employee who has been in the employ of the Employer for thirty (30) days or more and who actually attends the funeral of his father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparent shall be paid at his straight time rate of pay for those hours he is normally scheduled for work on those days, not to exceed three (3), commencing no earlier than the date of death and ending no later than the day of the funeral.

(d) An employee who has been in the employ of the Employer for thirty (30) days or more and who actually attends the funeral of his spouse or child shall be paid at his straight-time rate of pay for those hours he is normally scheduled for work on those days, not to exceed five (5) days.

ARTICLE 25. UNION VISITATION

(a) Representatives of the Union shall have the right to visit any of the Employer's places of business at any reasonable time during normal working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no interruption of or interference with the Employer's business. In the event of a dispute involving a checker, the Union shall have the right to have said employee relieved of duty, provided a suitable substitute is available, to converse with the Union Representative.

(b) The Union shall share existing store bulletin boards for the purpose of posting notices concerning regular Union business.

ARTICLE 26. TRANSFERS

(a) The Employer shall have the right to transfer any full-time employee from one of its stores to another without the approval of the Union.

(b) No full-time employee shall be transferred beyond a twenty-five (25) mile radius of his home, except in the event the transfer is by reason of the closing of a store, or as a result of a general layoff or a promotion, or in the event the employee requests such a transfer. It is understood and agreed that this provision shall not apply to full-time employees who on the execution date of this Agreement are assigned to stores beyond the twenty-five (25) mile radius of their homes, nor shall it apply to full-time employees who move, except at the Employer's request, so as to be beyond a twenty-five (25) mile radius of their assigned stores.

(c) Temporary transfers are transfers of one (1) week's duration; all others shall be defined as permanent transfers. The Employer shall give one (1) week's advance notice of permanent transfers, and shall endeavor to give one (1) week's advance notice of temporary transfers.

(d) Temporary transfers of employees from one store to another, shall be made in inverse order of seniority within a job classification.

(e) In the event the employee is transferred

by reason of the closing of a store or as a result of a general layoff or promotion, these transfers shall not be considered under this provision.

ARTICLE 27. WAGE INFORMATION

In the event of a dispute between the parties to this Agreement as to whether an employee is being paid the wages under this Agreement, the Employer shall, at the request of the Union, furnish the Union information regarding the wages paid to and hours worked by the particular employee involved.

ARTICLE 28. INDIVIDUAL AGREEMENTS

No agreement between the Employer and any employee which is in conflict with the terms of this Agreement shall be entered into nor shall any such agreement be binding upon the parties hereto or the employee involved.

ARTICLE 29. DISCRIMINATION OR DISCHARGE OF EMPLOYEES

No employee shall be discharged or discriminated against because of Union activities nor shall any such activity by an employee be considered a violation of this Agreement. It is agreed that employees shall not engage in Union activities during working hours.

ARTICLE 30. SHOP STEWARDS

(a) For the purpose of layoffs only, Shop Stewards shall have top seniority in their respective stores and shall be the last to be laid off, provided they are qualified to perform satisfactorily the available work.

(b) There shall be no discrimination against Shop Stewards for fulfilling their responsibilities in assuring that both parties are adhering to the terms of this Agreement.

(c) The Employer agrees to give the Union two (2) weeks notice in the event of permanent transfer of a Shop Steward.

(d) The Union will furnish the Employer with a list of the names of its authorized business representatives and Shop Stewards and will keep this list current.

(e) One Shop Steward per store is to receive one (1) personal day with pay a year to be used for attending a Local 1262 Shop Steward Seminar.

ARTICLE 31. COMPENSATION INSURANCE

The Employer agrees to cover employees under Workers' Compensation Insurance in accordance with the State laws.

ARTICLE 32. MILITARY SERVICE

It is agreed that the Employer shall adhere to the re-employment provisions of the Military Selective Service Act and any amendments thereto.

ARTICLE 33. SICK LEAVE

1. For Employees who were Full-time as of April 9, 1978:

(a) Any full-time employee regularly working thirty (30) hours or more per week shall, after three (3) months of such employment, be eligible to receive in any one year a maximum of one (1) week's sick leave with pay, computed on his base work week rate and hours, and any such employee working in excess of one (1) year shall be entitled to receive a maximum of two (2) weeks sick leave with pay, computed on his base work week rate and hours. Such employee who shall be sick and unable to work as aforesaid shall make a reasonable effort to notify the Employer as soon as possible of his inability to report for work. The Employer shall have the option of requesting a doctor's certificate evidencing the sickness of the employee, however, a doctor's certificate shall not be required in the case of a one (1) day's absence. Sick leave is to be paid promptly (no longer than ten (10) days from the date involved).

(b) If one of the enumerated holidays falls within an employee's sick leave period, the employee will have the option of being paid for the holiday and charging same to his unused

sick leave entitlement provided he was ineligible for the holiday pay solely because the illness prevented him from working his scheduled work day before, or his scheduled work day after, the holiday, and further provided he has the unused sick leave entitlement available.

(c) A full-time employee who is in the Employer's employ on the last day of each contract year and who has been eligible for ten (10) days of sick leave for a twelve (12) month period prior to the contract anniversary date and each succeeding contract anniversary date, shall be paid a maximum of ten (10) days sick leave for which he was eligible but did not use during his preceding "employment year". Where a full-time employee is eligible for ten (10) days sick leave but has not been eligible for a full twelve (12) month period on the contract anniversary date, he shall be paid for such unused sick leave (maximum of ten (10) days) on a pro-rata basis computed on the basis of one-twelfth (1/12) of the number of days pay for unused sick leave for each full calendar month worked in the "employment year" immediately prior to the contract anniversary date.

2. For Full-time Employees Hired after April 9, 1978:

(a) The Employer agrees to grant ten (10) days' sick leave with pay to all full-time employees employed as full-time employees ninety (90) days or longer on the basis of one (1) day for each month of service in the first year of employment except that the employees shall be eligible for the ninth (9th) and tenth (10th) days in the twelfth (12th) month of employment.

(b) There shall be no sick leave pay for the first day of any sick leave. However, full-time employees, after one (1) year of service, are to be paid sick leave for the first (1st) day of illness.

(c) Full-time employees eligible for sick leave will receive a bonus of all unused sick leave at the end of the year provided they have one (1) or more years of service.

(d) The Employer may require a doctor's certificate after two (2) consecutive days of absence. Sick leave pay is to be paid promptly

3. All Full-Time Employees:

(a) Effective May 8, 1978, the Employer will pay full-time employees with two (2) or more years of service, who are out of work because of illness or injury, a payment of fifty dollars (\$50.00) per week after the fourth (4th) full week of absence up to a maximum of thirteen (13) weeks, except in the case of maternity benefits, the maximum shall be eight (8) weeks. This payment shall be in addition to any state disability or Worker's Compensation benefit the employee may receive.

(b) Full-Time Employees

Full-time employees injured on the job and unable to complete his/her day's work shall be paid for all hours scheduled for that day.

4. Part-time Employees:

(a) Effective April 10, 1978; part time employees shall be entitled to the following sick leave benefits:

LENGTH OF SERVICE	SICK LEAVE
After six (6) mos.	Up to three (3) sched. days
After one (1) yr.	Up to four (4) sched. days
After two (2) yrs.	Up to five (5) sched. days

Sick leave pay shall be for the hours scheduled up to a maximum of six (6) hours' pay per day. Part-time employees, after one (1) year of service, shall be paid for unused sick days at the end of twenty-four (24) months and at the end of each anniversary year or sick leave year thereafter. There shall be no sick leave pay for the first scheduled day not worked because of illness.

(b) Part-time employees injured on the job and unable to complete his/her day's work shall be paid for all hours scheduled for that day.

ARTICLE 34. EMPLOYEE BENEFIT PLANS

(a) Effective April 10, 1978, the Employer shall contribute to the Retail Store Employees Union, Local 1262 and Subscribing Employers Health and Welfare Fund, on behalf of each

full-time employee on the first of the month following three (3) months' service as follows:

Effective April 10, 1978	- \$40.00 per month
Effective May 1, 1978	- 70.00 per month
Effective January 1, 1979	- 77.00 per month
Effective May 1, 1979	- 78.00 per month
Effective January 1, 1980	- 86.00 per month
Effective May 1, 1980	- 88.00 per month
Effective January 1, 1981	- 96.45 per month

(b) Effective April 10, 1978, the Employer shall contribute to the Retail Store Employees Union, Local 1262 and Subscribing Employers Health and Welfare Fund on behalf of each part-time employee on the first of the month following six (6) months' service as follows:

Effective April 10, 1978	- \$15.00 per month
Effective May 1, 1978	- 16.00 per month
Effective May 1, 1979	- 22.00 per month
Effective May 1, 1980	- 23.50 per month

(c) If the monthly contribution shall be insufficient to provide the benefits established as of this Agreement, then the Employer's monthly contribution shall be increased so that the established level of benefits will be maintained for the duration of this Agreement.

(d) The following should be observed when remitting contributions:

(i) The Employer shall make monthly contributions for all eligible employees who are on the Employer's active payroll as of the first (1st) day of each month.

(ii) The Employer shall continue contributions for any said employees up to three (3) months during absence from work due to compensable or non-compensable injury or illness.

(iii) The Employer agrees that the waiting period shall be waived when hiring employees currently eligible and covered by another contributing Employer under contract with Local 1262, and shall make contributions from the first (1st) of the month following hire.

(iv) Employer contributions shall be discontinued the month following:

- Leave of Absence
- Voluntary Quit
- Termination for Cause
- Layoff

(v) Employer contributions shall be resumed on the first (1st) of the month immediately following the return to work on Employer's active payroll after illness, injury, leave of absence or recall from layoff providing Employer contributions had been previously discontinued.

(vi) If an eligible part-time employee is reclassified to full-time, the Employer shall begin making full-time contributions for said employee the first (1st) of the month following reclassification. If an employee is reclassified to full-time and was not eligible for part-time participation, fifty percent (50%) credit will be given for the employee's part-time service toward the waiting period for full-time participation. Full credit shall be given for an employee who converts from full-time to part-time and who had not reached eligibility.

(vii) The Employer shall continue to make full-time contributions for an employee who is involuntarily reduced to part-time for three (3) months next following the reclassification.

The Employer shall make part-time contributions the first (1st) of the month following the month in which an employee voluntarily changes to part-time status, if an employee was eligible as a full-time employee.

(viii) Contributions shall begin the first (1st) of the month following re-employment of an eligible employee who leaves employment to enter the military service of the United States, and who is entitled to re-employment under the applicable laws of the United States.

ARTICLE 35. PENSION

(a) The Employer agrees to continue making contributions for each eligible full-time employee at the rate of thirty dollars (\$30.00) per month through December 31, 1978, for each eligible employee on the first (1st) day of each month, to the Retail Store Employees Union, Local 1262 Pension Fund.

(b) Effective January 1, 1979, the Employer shall increase its contribution to the sum of thirty-five dollars (\$35.00) per month.

(c) Effective January 1, 1980, the Employer shall increase its contribution to the sum of forty dollars (\$40.00) per month.

(d) The Employer agrees to continue making contributions for each eligible part-time employee at the rate of ten dollars (\$10.00) per month through December 31, 1978, for each eligible employee on the first (1st) day of each month, to the Retail Store Employees Union, Local 1262 Pension Fund.

(e) Effective January 1, 1979, the Employer shall increase its contribution to the sum of eleven dollars and sixty-seven cents (\$11.67) per month.

(f) Effective January 1, 1980, the Employer shall increase its contribution to the sum of thirteen dollars and thirty-three cents (\$13.33) per month.

(g) The monthly contribution by the Employer for full-time employees will commence with the first (1st) full payroll month following the completion of the employee's probationary period with the Employer. The monthly contribution by the Employer for part-time employees will commence the first (1st) full payroll month following six (6) months of continuous part-time employment with the Employer.

(h) The Pension Fund is administered jointly by the Union and various employers under agreement with the Union and is governed by an Agreement and Declaration of Trust and a Pension Plan adopted thereunder. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules established by the Trustees governing contributions and delinquencies.

(i) The Pension Plan, as adopted, must have a continuing approval of the IRS as an exempt plan and shall be in compliance with the Employees' Retirement Income Security Act (ERISA).

(j) The Employer further agrees to grant to eligible employees time off with pay up to a maximum of twenty (20) hours for the purpose of attending a pre-retirement counseling program.

ARTICLE 36. EXAMINATION OF PAYROLL RECORDS

In order to facilitate the proper functioning of any employee benefit plan, and to insure that contributions are being made for all employees covered by this Agreement in accordance with the provisions of the bargaining agreement, the Employer hereby agrees to the examination of those payroll records deemed necessary by a certified public accountant or by an authorized representative of the Funds.

ARTICLE 37. NIGHT PREMIUM

(a) An employee whose regular shift starts after store closing and before 5:00 a.m. shall receive the night premium for the entire shift of ten per cent (10%) of the applicable rate in addition to the employee's straight time rate of pay, except that employees newly assigned to the night crew on or after April 10, 1978, shall receive a premium of fifty cents (50¢) per hour.

(b) When more than one employee is employed on the night shift, one (1) employee shall be designated as the employee in charge and shall receive an additional premium of thirty-seven and one-half cents (37½¢) per hour, over and above his straight time rate and the appropriate night premium.

(c) Night crew employees shall be permitted to start their shifts after 6:59 p.m. on Sundays and holidays at the straight time rate of pay plus the night premium.

(d) Night crew employees shall not be required to work on the eve of New Year's Day, Thanksgiving Day or Christmas Day, nor shall such employees be required to work on the eve of one of the other holidays specified herein when the stores will be closed for business on the holiday.

(e) Full-time night crew employees shall receive their night pay differential in their vacation pay.

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ARTICLE 38. RESPONSIBILITY FOR CASH

Where the Employer does not follow its cash control system, the cashiers will not be responsible for shortages.

ARTICLE 39. REPRIMANDS

The Employer agrees that no employee will be reprimanded in public.

ARTICLE 40. LEAVE OF ABSENCE

(a) Full-time and part-time employees who have completed one (1) year or more of continuous employment with the Employer shall be granted a leave of absence without pay provided:

- (i) that the purpose of the leave is reasonable.
- (ii) that the leave shall not exceed three (3) months except by mutual consent of the Employer and the Union.
- (iii) that seniority shall not be accumulated except by mutual agreement between the Employer and the Union.
- (iv) that the request for such leave is made in writing and approved by the Employer on the form provided for this purpose.

An employee on an approved leave of absence will be automatically terminated if he does not return to work at the expiration of his leave or if he works for another employer while on leave without express permission in writing from the Employer to be so employed.

(b) An employee, full-time or part-time, who has completed one (1) year or more of continuous employment with the Employer shall, because of his illness, be granted a sick leave of absence without pay of up to twelve (12) months, provided he has presented the Employer with a doctor's certificate stating that such leave is necessary, and further provided the request for such leave is made in writing on the appropriate form provided by the Employer.

(c) An employee, full-time or part-time, on sick leave of absence may return to work at the expiration of his leave provided he is physically able to resume his normal duties and further provided he notifies the Employer two (2) weeks prior to the expiration of his leave that he intends to return to work. An employee on sick leave of absence shall retain his former seniority while on such leave but shall not accumulate seniority for payroll or vacation benefit purposes. An employee on sick leave of absence who (a) does not return to work at the expiration of his leave, or (b) has worked for another employer while on such

leave without the express permission in writing from the Employer to be so employed, shall be considered to have terminated his employment with the Employer.

(d) Maternity shall be treated as an illness or injury for the purpose of this Article.

ARTICLE 41. JOB PROTECTION

The Employer reserves its rights to study and introduce new and improved methods of production and facilities. By this, it is not the intention of the Employers to replace or displace employees on the payroll as of April 9, 1978, and the Employer agrees to retrain or place any such affected employees in new jobs.

ARTICLE 42. COST OF LIVING ADJUSTMENT

To determine any Cost of Living Adjustment, the following provisions only shall apply during the term of this Agreement.

1. During the period of this Agreement, the Cost of Living Adjustment if applicable, shall be effective the first full payroll week of January, 1980 and January, 1981.

2. Such adjustment shall be made based on changes, if any, in the first published Consumer Price Index (New Series - For Urban Wage Earners and Clerical Workers) of the Bureau of Labor Statistics, U. S. Department of Labor (1957-1959 = 100) "All Cities" (hereinafter referred to as the CPI), as of the prior May and October, respectively.

3. To determine the adjustment, if any, to be made under this paragraph, the change in the CPI level between May, 1979, and October, 1979, shall be used and one cent (1¢) change will be made for each full four tenths (.4) point increase in the CPI. The same procedure shall be applied for the January, 1981 adjustment, if any, using May, 1980 and October, 1980.

4. If after an adjustment has been in effect, pursuant to the foregoing paragraph, the CPI shall decrease, one cent (1¢) shall be deducted from the adjustment for each four tenths (.4) point decrease in the CPI below the level which the CPI was required to reach in order to earn the last previous amount of adjustment provided that no deduction shall be made from the authorized wage rate.

5. In the event that the CPI for May through October has not been issued by the following December, then any adjustments that are required will be made at the beginning of the first pay period after receipt of the CPI.

6. The amount of any adjustment in effect shall be included in computing any payments

under this Agreement which are based on the regular hourly rate.

7. The Cost of Living adjustment shall not become a fixed part of any base wage rate.

ARTICLE 43. POLYGRAPH TEST

No employee will be required to take a polygraph test.

ARTICLE 44. PRE-PAID LEGAL BENEFIT

Effective September 1, 1978, the Employer shall make a contribution of three dollars (\$3.00) per month for every full-time employee to an appropriate Fund to be established for the purpose of providing a pre-paid legal benefit for such employees.

Effective September 1, 1979, the Employer shall make a contribution of two dollars (\$2.00) per month for every part-time employee to provide them with a pre-paid legal benefit. In addition, the Employer shall increase the contribution from three dollars (\$3.00) to five dollars (\$5.00) per month for every full-time employee to enable the Fund to expand benefits to the dependents of the full-time employees.

The monthly contribution by the Employer for new employees will commence on the first (1st) of the month following three (3) months' service for full-time employees and on the first (1st) of the month following six (6) months' service for part-time employees.

ARTICLE 45. GENERAL CONDITIONS

(a) There shall be no break in a full-time employee's work day except for meal and rest periods.

(b) No employee shall be compelled to use his or her private car for company use.

ARTICLE 46. DURATION

This Agreement shall be in full force and effect from the 10th day of April, 1978, to and including the 5th day of April, 1981.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the Employer and the Union.

FOR RETAIL STORE EMPLOYEES UNION - LOCAL 1262

SAM KINSORA, President
JOHN LYONS, Secretary-Treasurer

FOR THE GRAND UNION COMPANY
J. B. LEEDS

SCHEDULE "A" WAGES

Section I

FULL-TIME EMPLOYEES

A. ACROSS-THE-BOARD INCREASES

1. All full-time employees on Employer's payroll prior to April 10, 1978, and who are continuously employed shall receive the following increases in their base rate of pay for a forty (40) hour week or the new applicable full-time wage progression, whichever is greater:

Beginning on or nearest to *4/10/78 Payroll Week	Beginning on or nearest to 4/8/79 Payroll Week	Beginning on or nearest to 4/6/80 Payroll Week
\$20.00 per week	\$20.00 per week	\$20.00 per week

2. No employee shall be deprived of the wage rate for length of service due to any increase granted under the terms of this contract.

3. Any employee receiving wages above the rates specified herein shall, nevertheless, receive the increase as granted under the terms of this contract.

*Said increase shall be reduced by the amount of the increase previously granted on September 16, 1977.

B. WAGE PROGRESSION SCALES AND MINIMUM RATES OF PAY:

1. The following wage progression scales for a forty (40) hour work week shall apply to all full-time General Clerks, Clerks and Bookkeepers:

After Consecutive Service of:	Beginning on or nearest to 4/10/78 Payroll Week	Beginning on or nearest to 4/8/79 Payroll Week	Beginning on or nearest to 4/6/80 Payroll Week
Start	\$180.00	\$190.00	\$200.00
6 months	190.00	200.00	210.00
12 months	200.00	220.00	230.00
18 months	220.00	240.00	250.00
24 months	240.00	260.00	280.00

2. Any employee hired at a rate in excess of the starting rate shall progress successively to the next higher rate after six (6) months in any given bracket, but no employee shall receive more than the maximum of the progression rate as a result of the operation of this clause.

3. Full-time employees, who as a result of the April, 1978, across-the-board increase receive a wage rate in excess of the rate to which they would be entitled for consecutive service pursuant to the progression scale of this Schedule, will in the first payroll week ending in October, 1978, advance to the next higher progression rate above their actual rate and shall, so long as continuously employed in the first payroll week ending in each succeeding April, receive the applicable across-the-board

increase or the new next higher progression level rate, whichever is greater, and in the first payroll week ending in each succeeding October advance to the next higher progression level rate above their actual rate until they receive the maximum progression rate for their classification.

4. The following minimum rates of pay shall apply to all full-time Bakery Production Department employees:

Job Classification	Beginning on or nearest to 4/10/78 Payroll Week	Beginning on or nearest to 4/8/79 Payroll Week	Beginning on or nearest to 4/6/80 Payroll Week
First Hand	\$264.50	\$284.50	\$304.50
Bench Hand	259.50	279.50	299.50
Bakeoff	249.50	269.50	289.50
Helper	244.50	264.50	284.50

SECTION II PART-TIME EMPLOYEES

A. ACROSS-THE-BOARD INCREASES:

1. Effective the payroll week of April 10, 1978, all part-time employees on the Employer's payroll shall receive an across-the-board increase of fifty cents (50¢) per hour, except that, said increase shall be reduced by the amount of the increase previously granted on September 16, 1977.

2. Part-time employees on payroll prior to April 10, 1978, who had completed thirty (30) months or more of continuous part-time service, in lieu of subsequent across-the-board increases in 1979 and 1980, shall, as of the first payroll week in October, 1978, be paid the next higher full-time wage rate on an hourly basis above their rate in effect the prior week. Said employees shall thereafter be paid the next higher full-time wage rate on an hourly basis on the payroll week in April of each year set forth for across-the-board increases and on the first payroll week in each succeeding October.

3. Part-time employees on the payroll as of April 19, 1978, who complete thirty (30) months continuous part-time service; in lieu of subsequent across-the-board increases in this Agreement, shall after acquiring said thirty (30) months service, be placed on the full-time wage scale on an hourly basis the following October or April at the next higher full-time hourly wage rate above their part-time rate. Said employees shall thereafter be paid the next higher full-time wage on an hourly basis the first payroll week beginning in October of each year, and on the payroll week in April of each year set forth for across-the-board increases.

4. All part-time employees on the payroll prior to April 10, 1978, who have less than thirty (30) months of continuous part-time service prior to the payroll weeks set forth below, shall receive, in addition to the increase in Paragraph 1., above, the following across-the-board increases, or the new applicable wage progression, whichever is greater.

Beginning on or nearest to 4/8/79 Payroll Week	Beginning on or nearest to 4/6/80 Payroll Week
30c	30c

5. Part-time employees, who as a result of the April, 1978, across-the-board increase receive a wage rate in excess of the rate to which they

would be entitled for consecutive service pursuant to the progression scale of this Schedule, will in the first payroll week ending in October, 1978, advance to the next higher progression rate above their actual rate and shall, so long as continuously employed in the first payroll week ending in each succeeding April, receive the applicable across-the-board increase or the new next higher progression level rate, whichever is greater, and in the first payroll week ending in each succeeding October advance to the next higher progression level rate above their actual rate until they receive the maximum progression rate for their classification.

B. WAGE PROGRESSION SCALES AND MINIMUM RATES OF PAY:

The following hourly wage progression scales shall apply to all part-time food employees:

After Consecutive Service of:	Beginning on or nearest to 4/10/78 Payroll Week	Beginning on or nearest to 4/8/79 Payroll Week	Beginning on or nearest to 4/6/80 Payroll Week
30 days	\$3.25	\$3.50	\$3.75
6 months	3.50	3.75	4.00
12 months	3.75	4.00	4.25
18 months	4.00	4.25	4.50
24 months	4.50	4.75	5.00

Newly hired part-time employees will after thirty (30) days consecutive service be paid the applicable rate for such service. Thereafter, provided they have at least four (4) months consecutive service, said employees will advance to the next higher progression rate above their actual rate the first payroll week ending in October or April as the case may be, until they reach the maximum progression rate. Said employees who have less than four (4) months consecutive service as of a first payroll week in October or April shall be advanced the next following October or April, and thereafter shall advance in accordance with the procedure set forth in the preceding sentence.

SECTION III DEPARTMENT MANAGERS AND CLASSIFIED EMPLOYEES

At each step in the wage progression scale, the Department Manager shall receive thirty dollars (\$30.00) per forty (40) hour week above the progression rate applicable.

It is hereby agreed that the Employer shall have complete discretion to reclassify Department Managers and classified employees to clerk status and, in such case, the employee shall receive the rate of a clerk based on length of service and any step-up or general increases which would have been received had the employee been a clerk during the period and retain any increases received while a clerk.

A Non-Food/S&G Clerk shall be defined as an employee who travels between stores and is responsible for the Non-Foods Department in more than one (1) store. In the event the Employer establishes a Non-Foods/S&G Clerk classification, such Non-Foods/S&G Clerk shall be paid a ten dollar (\$10.00) weekly premium above the appropriate progression wage scale.

Where designated, full-time Bookkeepers shall receive a premium of ten dollars (\$10.00) per week for a forty (40) hour week.

Where designated, full-time Front End Managers shall receive a premium of ten dollars (\$10.00) per week for a forty (40) hour week.

Where designated, full-time Third Men shall receive a premium of ten dollars (\$10.00) per week for a forty (40) hour week.

CHANGE OF NAME OR ADDRESS CARD

PRINT NEW NAME AND ADDRESS BELOW

MR. MRS. MISS	LAST NAME	FIRST NAME	INT
STREET			
CITY & STATE		ZIP CODE	
SOCIAL SECURITY NUMBER			
[][][]-[][][]-[][][][][]			

PLEASE CHECK ONE BELOW

MOVED TO NEW ADDRESS	<input type="checkbox"/>
NOT RECEIVING MAIL	<input type="checkbox"/>
DISCONTINUE SENDING MAIL	<input type="checkbox"/>
NAME CHANGED OR INCORRECTLY SPELLED	<input type="checkbox"/>

PRESENTLY EMPLOYED WITH:

OFFICE USE ONLY

STORE NUMBER

[]	[]	[]	[]	[]	[]
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6841
sb

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

O.M.B. No. 44-R0003
App. exp. March 31, 1980

July 20, 1978



Secretary-Treasurer
Retail Clerks International Union,
Local #1262
1389 Broad Street
Clifton, New Jersey 07013

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s): **between your union local #1262 and Grand Union Company, Suburban Division.** The agreement we have on file expired April 1978.

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Julius Shiskin
JULIUS SHISKIN
Commissioner

2453 for [unclear]
PF New
8-23-78

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1,831
2. Number and location of establishments covered by agreement 81
3. Product, service, or type of business Food Employees
4. If your agreement has been extended, indicate new expiration date April 5, 1981

John Lyons, Secretary-Treasurer (201) 777-3700
 Your Name and Position Area Code/Telephone Number
Retail Store Employees Union, Local 1262
 Address City/State/ZIP Code
1389 Broad Street, Clifton, N. J. 07013