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Title: **Dominick's Finer Foods, Inc. and Commercial Workers Union (UFCW), AFL-CIO-CLC, Locals 881 and 1540 (2005)**

K#: **6860**

Employer Name: **Dominick's Finer Foods, Inc.**

Location: **IL**

Union: **United Food and Commercial Workers Union (UFCW), AFL-CIO-CLC**

Local: **881, 1540**

SIC: **5411**

NAICS: **445110**

Sector: **P**

Number of Workers: **11050**

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INDEX

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DOMINICK'S FINER FOODS, INC.

ARTICLE		PAGE
I	INTENT AND PURPOSE .....	1
II	COVERAGE .....	1
III	UNION AFFILIATION .....	4
IV	UNION SHOP .....	4
V	MANAGEMENT RIGHTS .....	6
VI	CLERKS WORK CLAUSE .....	6
VII	SENIORITY .....	8
VIII	WORKING HOURS AND OVERTIME .....	17
IX	WAGES .....	25
X	HOLIDAYS .....	32
XI	VACATION .....	36
XII	SICK DAYS .....	38
XIII	JURY SERVICE / FUNERAL PAY / MILITARY RESERVE .....	40
XIV	LEAVE OF ABSENCE .....	42
XV	DISCHARGE OR SUSPENSION .....	44
XVI	GRIEVANCE AND ARBITRATION .....	44
XVII	UNION ACCESS TO STORES .....	46
XVIII	NEW STORE OPENING - STORE CLOSING .....	46
XIX	GENERAL .....	49
XX	TECHNOLOGICAL CHANGE .....	51
XXI	HEALTH AND WELFARE .....	52
XXII	PENSION .....	53
XXIII	COLLECTION OF DELINQUENT CONTRIBUTIONS .....	54
XXIV	CONFORMITY TO LAW .....	55
XXV	NO STRIKES/NO LOCKOUTS .....	55
XXVI	TERM OF AGREEMENT .....	55
XXVII	ENTIRE AGREEMENT .....	56
	LETTER OF UNDERSTANDING .....	56
	APPENDIX "A" .....	64
	CONTRACT ADDENDUM (CUSTODIAL DEPARTMENT) .....	69

Duration =

November 7, 1999 - November 7, 2002

AGREEMENT

This Agreement, is mutually entered into by and between the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL'S 881 AND 1540, chartered by the United Food and Commercial Workers International Union, AFL-CIO-CLC, as party of the first part and hereinafter referred to as the Union, and DOMINICK'S FINER FOODS, INC, or its successor, as party of the second part, and hereinafter referred to as the "Company" or "Employer".

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

ARTICLE I - INTENT AND PURPOSE

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

1.2 The Company recognizes the Union as the sole collective bargaining agency for all of the employees, as hereinafter set forth, employed at the retail stores of DOMINICK'S FINER FOODS, INC. in the geographical jurisdiction of the Union.

ARTICLE II - COVERAGE

2.1 The term "Company" as used in this Agreement shall refer and relate to all retail food stores now owned and/or operated by the Company located within the geographical jurisdiction of the Local Union, and such new retail food stores as the Company shall operate during the term of this Agreement. The

terms and conditions of this Agreement shall apply to all operators of concessions, leased or licensed departments of the Company operating in the stores described above.

2.2 The term "employees" as used in this Agreement shall include all employees working in the retail food stores of the Company including employees working in leased and/or licensed departments and all concession departments within the store, except its employees in the meat department, one (1) Store Manager, one (1) Co-Manager, and one (1) Mini-Combo Manager where the Company operates such a department in its stores.

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

- a) When the Store experiences a surge in business (a sudden, unexpected increase in customers). In such cases, management may bag customers orders, operate a cash register or perform other work on the "front end" of the store in connection with servicing customers during such a surge in business.
- b) When providing routine customer assistance. In the event that such routine customer service involves the stocking of out-of-stock items by management, such shall be limited to the stocking of one (1) case of merchandise per out-of-stock item. It is further agreed that it shall not be a violation of this Section for a Store Manager, Co-Manager or other supervisory employee to assist a customer, but such provision shall not be used to replace a bargaining unit employee.

- c) When sporadically re-shelving stock displaced by customers.
- d) When checking in direct delivery salespersons.
- e) When providing employee training.
- f) When caused by any emergency occasioned by an accident, Act of God, or mechanical or electronic equipment failure requiring immediate remedial action.
- g) (1) When an employee has failed to report for work as scheduled; or  
(2) When an employee has called in to report his/her absence and management is making a good faith effort to call in, by seniority and classification, a replacement pursuant to Section 8.11.

The Store Manager or Co-Manager will not replace cashiers for breaks or lunch periods except as otherwise provided for above.

In the event of a violation of this Section, the employee reporting the violation of this Section shall receive four (4) hours straight-time pay. Should the violation be reported by the Business Representative, then the most senior employee working at the time of the violation shall receive four (4) hours straight-time pay. Any violation found and reported on Sundays and holidays shall be paid at six (6) hours straight-time pay. If more than one person is involved in the violation, the two (2) most senior employees working at the time of the violation shall receive all monies due. Prohibited work performed by more than one supervisory

employee shall be treated as separate violations and payment will be made accordingly. Any pay due under this paragraph shall be reflected on the employee's time record at the time the violation is reported and the payment shall be incorporated in the next paycheck due the employee. It shall not be a violation of this Section for a Store Manager, Co-manager, or other supervisory employee to assist a customer, but this is not to be as a replacement of a bargaining unit employee in the performance of his or her job.

### ARTICLE III - UNION AFFILIATION

- 3.1 The Company agrees that there shall be no discrimination against any employee because of Union affiliation or activity.
- 3.2 It is agreed that an employee of the Company, upon being elected or appointed to office in the Union shall be granted a leave of absence for a period up to three (3) years, and upon expiration of such leave shall be reinstated in a similar position as that held when granted the leave of absence.

### ARTICLE IV - UNION SHOP

- 4.1 It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall, on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing

in the Union. The Company may secure new employees from any source whatsoever. During the first forty-five (45) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Company provided, however, that the aforementioned forty-five (45) day period may be extended to sixty (60) days by mutual agreement between the Employer and the Union. Any extension to the probationary period will be in writing signed by the Employer, the Union, and the affected employee.

The probationary period for Utility Clerks shall be sixty (60) days from commencement of employment during which period only the wage schedule of this Agreement shall be applicable. There shall be no extension of the probationary period.

The Employer shall have new employees fill out a Union membership application at the same time the employee fills out other employment forms required by the Employer. At the end of each month, the Employer shall transmit all such applications to the appropriate Local Union.

- 4.2 During the probationary period only the wage schedule, as provided for herein, shall be applicable to the employee, unless otherwise provided for in this Agreement.

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

The Union shall indemnify and hold the Company harmless on account of any liability claim, suit, pro-

ceeding or dispute arising out of or in connection with, directly or indirectly, the discharge of any employee at the Union's request under Article IV or the withholding of monies pursuant to this Section.

- 4.4 **A.B.C. Check-Off:** "The Employer agrees to honor and to transmit to the Union, contribution deductions to the United Food and Commercial Workers International Union Active Dailot Club from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution deduction authorization cards."

The Union shall indemnify and hold the Company harmless on account of any liability claim, suit, proceeding or dispute arising out of or in connection with, withholding of monies pursuant to this Section.

#### ARTICLE V - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the management of the business, including the right to plan, determine, direct and control store operations and hours, the right to study and introduce new methods, facilities and products, the right to direct and control the work force, including the determination of its size and composition, the scheduling and assignment of work, and also including the right to hire, assign, demote, promote and transfer, to lay-off or reduce the hours of work because of lack of work, to discipline, suspend or discharge for proper cause, and to establish and maintain reasonable rules and regulations covering the operation of the store, a violation of which shall be among the causes for discharge, is vested in the Employer; provided, however, that these rights shall be exercised with due regard for the rights of the employees. The listing of specific rights in this Agreement is not intended to be, nor shall it be considered restrictive or a waiver of any rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

#### ARTICLE VI - CLERKS WORK CLAUSE

- 6.1 No salesman shall handle or stock any merchandise in the store, excluding the meat department, except rack jobbers and driver-salesmen engaged in servicing the retail stores under prevailing practices with merchandise directly from a delivery vehicle at the point of delivery. It is understood that the above shall not apply in new stores during the first week after the store is opened. In the event of violation of this Section, the employee reporting the violation of this Section shall receive four (4) hours straight-time pay. Should the violation be reported by the Union Representative, then the most senior employee working at the time of the violation shall receive four (4) hours straight-time pay. Any violation found and reported on Sunday or Holidays shall be paid at six (6) hours straight-time pay. If more than one (1) person is involved in the violation, the two (2) most senior employees working shall receive the violation pay or the employee reporting the violation shall receive all monies due. Notwithstanding anything in this Agreement to the contrary, it is agreed that on Saturday and Sunday vendors may deliver, handle and stock soda products, chips and any items appearing in the Employer's ad.
- 6.2 It shall be a violation of this Agreement for General Merchandise Clerks, Bakery Clerks, Floral Clerks and Salad/Bulk Food Clerks to perform regular clerk duties. Any such employee performing regular clerk duties shall be paid in accordance with Section 6.3 (b), (c) and (d) except at the rate of the next higher regular clerk rate bracket.
- 6.3 It shall be a violation of this Agreement for Utility Clerks to perform any duties other than those set forth in 7.4(d). In order to insure compliance with the provision, the parties agree as follows:
- a) The Employer shall post in each of its stores a notice to the employees signed by an authorized Employer representative instructing all employees of the duties of Utility Clerks and

instructing all employees that the performance of any other duties constitutes a violation of the Contract.

- b) Upon the first violation of this Section, the Utility Clerks in the store involved shall be paid the regular clerks starting rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performance of Utility Clerks' duties.
- c) Upon a second violation in the same store, all Utility Clerks in the store involved shall be paid the regular clerks starting rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performance of Utility Clerks' duties.
- d) Upon a third violation in the same store, all Utility Clerks in the store involved shall be paid double the Utility Clerk's rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerks' duties.

#### ARTICLE VII - SENIORITY

- 7.1 "Seniority" shall be defined as the length of continuous employment with the Employer within the bargaining unit and shall begin with the employee's last date of employment. For seniority purposes, a "date of employment" shall mean a date the employee actually commences work on the job. Seniority ranking for employees commencing employment on the same date shall be determined by the day and month of birth. The employee whose day and month of birth is closest to January 1, within the calendar year, shall have the greatest seniority. Employees transferred into the bargaining unit from an employer's store, covered by contract with the United Food and Commercial Workers Union Locals 881 and 1540, shall maintain their previously acquired seniority.

Supervisors transferred back to the bargaining unit shall be credited for all seniority earned prior to the supervisor's promotion out of the bargaining unit.

- 7.2 No employee shall acquire any seniority rights until he has been employed by the Company for at least forty-five (45) days, provided that after forty-five (45) days employment the seniority shall revert to the last date of hire.

Utility Clerks shall not acquire seniority rights until completion of their sixty (60) day probationary period provided that after sixty (60) days employment the seniority shall revert to the last date of hire.

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

- 7.4 In the application of the principles of seniority, there shall be four (4) seniority groups, ranked in the following order:

(1) Classified employees; (2) Regular Clerks; (3) General Merchandise Clerks; Bakery Clerks; Floral Clerks; Salad/Bulk Food Clerks; and (4) Utility Clerks. The seniority groups are defined as follows:

- (a) Classified Employees: Assistant Manager, Produce Manager, Cashier - Bookkeeper / Customer Service Manager, Head Clerk, Floral Manager, File Maintenance Head, Inventory Control Head and Bakery Manager. Each group of classified employees shall constitute a separate seniority listing.
- (b) Regular clerks are all employees other than classified employees, General Merchandise Clerks, Bakery Clerks, Floral

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Clerks, Salad/Bulk Food Clerks and Utility Clerks.

- (c) General Merchandise Clerks are all employees working in a general merchandise department. A general merchandise department is two (2) or more full aisles which contain a majority of the merchandise included in the department. Merchandise included in the department shall be limited to non-food items such as housewares, light bulbs, greeting cards, drug and health and beauty aids, etc.

Bakery Clerks are all employees working exclusively in the Bakery Department.

Floral Clerks are all employees working exclusively in the Floral Department.

Salad/Bulk Food Clerks are all employees working exclusively in the Salad and Bulk Foods Department.

- (d) Utility Clerks are all employees whose duties are limited to sorting, bagging and packaging sold merchandise, carrying and loading sold merchandise; sweeping floors anywhere in the store, cleaning the parking lot and other adjacent areas outside the store; filling bag racks; cleaning areas around and in front of the checker lanes; cleaning rest rooms; collecting and sorting beverage containers; disposing of trash and rubbish; washing and cleaning of shelves and fronts of cases, without handling merchandise; washing windows; posting of window signs; returning of merchandise left by customers from check stands to shelves or displays; mopping of store; blocking of shelves during a two (2) hour period of time to commence one (1) hour before store closing and ending one (1) hour after store closing. In twenty-four (24) hour stores, blocking of shelves may

be performed only during a two (2) hour period between the hours of 10:00 P.M. and 2:00 A.M. The Employer will notify the Union in writing of the two (2) hour period to be used by it for each store.

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

- 7.6 The Employer shall prepare seniority lists as follows:

For each group of classified employees, the Employer shall prepare a single seniority list for all stores covered by the contract. For all other seniority groups, the Employer shall prepare a master list for all stores covered by the contract and a separate list for each store. The Employer shall prepare the classified list and master list once each six (6) months. The separate store list for each seniority grouping shall be prepared each four (4) months. Copies of all lists shall be submitted to the Union and maintained in the store office. Additionally, copies of the separate store lists shall be posted in the store in a conspicuous place accessible to the employees. The list shall include each employee's name, rate of pay, date of hire, classification and promotion date where applicable. No employee shall be bound by a seniority date appearing on a list if, in fact, the seniority date is incorrect.

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

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

7.8 **Layoffs:** Layoffs within the store shall be on a strict seniority basis within the affected seniority classification. The Employer shall offer employees a reasonable period of training, not less than fifteen (15) working days and not more than thirty (30) working days if necessary, to comply with this seniority requirement. A laid-off employee shall have the following options based upon seniority:

- a) The laid-off employee may elect to transfer within his seniority classification to any store in the geographic grouping provided that in the store selected by the laid-off employee, there is at least one (1) less senior employee working in the same classification. If the transfer involves work which the employee has not previously performed, then the Employer shall offer the employee a reasonable period of training, not less than fifteen (15) working days and not more than thirty (30) working days if necessary.

- b) In the event the laid-off employee's seniority does not permit a transfer within the geographical grouping, then the laid-off employee may elect to transfer to any store within the jurisdiction of the local union in accordance with the employee's seniority, on the same basis and under the same conditions as set forth in paragraph 1 above.
- c) In the event the laid-off employee's seniority does not permit a transfer within the local union's jurisdiction, then the laid-off employee may elect to transfer in accordance with the employee's seniority to a store of the Employer within the jurisdiction of any one of the local unions listed in Section 7.1 provided, however, that such transfer will displace the least senior employee only working in said local unions' jurisdiction.
- d) A laid-off employee may elect to take a demotion to a lower seniority grouping within his store (a seniority grouping with a lower wage schedule). The employee will then be placed upon the applicable seniority list based upon the employee's last date of hire.
- e) In lieu of exercising the above option, the employee may elect to accept lay-off status. Before hiring any employees or promoting an employee to a job within the laid off employee's seniority classification, the Employer will offer the job to employees who exercise the demotion option of paragraph (d) above or employees on the lay-off list, in accordance with seniority. An employee may decline to accept a recall to any store other than to one within the same geographic grouping from which the lay-off occurred without forfeiting their recall rights.
- f) The Employer shall notify the Union one (1) week in advance of any intended layoffs. A

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meeting shall be held (at the store) with management, the Union Representative, and the affected employees prior to the layoffs.

- 7.9 All employees shall have recall rights up to one (1) year from lay-off. Employees shall be notified of recall by certified mail to their last known address, if they cannot be reached by phone.
- 7.10 An employee who is reduced in hours by more than four (4) hours per week for three (3) consecutive weeks will be eligible to transfer as set forth above. The base period used to determine the four (4) hour reduction will be the average number of hours worked during the preceding three (3) weeks. Employees who wish to transfer under this provision must notify their Store Manager in writing, with a copy to the Union. The transfer will be made in accordance with Section 7.8 above, and will be effective the beginning of the second week following receipt of such notice.
- 7.11 Any employee laid off as a result of a store closing or any employee laid off as a result of transfer pursuant to the aforesaid transfer provisions, including a lay-off occasioned by the transfer of an employee from a closed store, shall have the same transfer rights as set forth above. The Employer has agreed to review the geographic groupings of stores with the Union.
- 7.12 **Promotions and Demotions:** Promotions and demotions shall be handled in the following manner:
- a) When a job opening occurs within a store, it shall be filled either by a voluntary transfer in accordance with Section 7.13 and Section 7.8 (e), or by an employee from the next lowest seniority group within the store in accordance with strict seniority.
  - b) Promotion to classified jobs shall be within the sole discretion of the Employer provided, however, that all classified jobs shall be filled by unit employees.

- c) The Employer shall afford every promoted employee a reasonable period of training in the position, not less than fifteen (15) working days and not more than thirty (30) working days. An employee failing to successfully perform the required duties after such training shall be returned to the position held immediately prior to his/her promotion.
- d) An employee promoted to a classified job must perform the duties of the classified job.
- e) No employee shall be demoted from any seniority group or any premium pay position without just cause.
- f) Employees who are transferred to a new store and promoted to a higher classification shall be promoted before new employees are hired into that store so as to provide the transferred/promoted employee with a greater seniority date over the new hires.

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

- a) No employee shall be involuntarily transferred outside of his/her geographic grouping.
- b) In the event a transfer is required outside of the geographic grouping, the Employer will first seek volunteers. In the event no volunteers apply for a transfer the Employer will make the transfer in accordance with inverse seniority.
- c) No involuntary transfer will be made which will result in a reduction of hours for the transferred employee.
- d) Should the regular employee be temporarily transferred from his or her regularly assigned

store to another store and such transfer results in additional transportation expense, the employee will be reimbursed by the Company for such additional transportation expense. Transportation cost shall be computed on the basis of the Federal Travel Expense Standards in effect at the time.

- e) An employee desiring a transfer to a store closer to home shall notify the employer in writing of his or her desire to transfer to a specific store. In the event of a job opening in the specific store involving a comparable number of hours, the Employer will transfer the employee within the employee's seniority classification to the specific store. The employee requesting the transfer must have greater seniority than other employees on lay-off or other employees in the store who have requested to fill the job opening.
- f) The Employer shall post a copy of the agreed upon geographical groupings in each of its stores.

#### 7.14 JOB POSTING AND BIDDING

When a job opening occurs within a store it shall be filled by an employee from the next lower seniority group within the store, based upon seniority, ability, and availability. This provision shall not apply to Department Heads or Premium positions.

Employees within the following groupings may bid on lateral moves within the grouping as follows:

**Group (A)**

Cashiers-Stockers-Produce-Office Clerical (As per Section 9.2 (D))

**Group (B)**

General Merchandise, Bakery, Floral, Bulk/Salad Bar Clerks, Pharmacy Technicians as in mini-combo

The vacancy shall be posted for five (5) days, Tuesday through Saturday.

The posting shall list the following information:

Posting Date  
Average number of hours available  
Position posted  
Posting expiration date

Copies of the posting and all bids will be kept in the store for a three (3) month period and made available to the Union upon request.

Employees that bid for a job and are accepted may only bid once every ten (10) months.

The Employer will notify bidders not selected of the reason(s) for denial within one (1) week of the decision, if requested by the employee in writing.

Applicants will be considered on the basis of their seniority, ability, and availability.

#### ARTICLE VIII - WORKING HOURS AND OVERTIME

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

8.2 Employees will be paid time and one-half (1 1/2) at regular rate of pay for work performed on the sixth (6th) day of any week, regardless of total weekly hours, except in a case where an employee accepts a call-in that results in a sixth day's work; or in a case where the sixth day results from the claiming of hours or scheduling pursuant to a claiming of hours in accordance with Section 8.12 A.

8.3 Employees will be paid time and one-half (1 1/2) their regular rate of pay for work in excess of forty (40) hours per week.

- 8.4 Employees will be paid time and one-half (1 1/2) their regular rate of pay for work in excess of eight (8) hours per day.
- 8.5 Time and one-half (1 1/2) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.
- 8.6 No employee shall be scheduled for less than four (4) hours work on any day of the week. All employees reporting to work, as scheduled, shall be guaranteed the number of hours work as indicated on the work schedule for that day, or shall receive pay in lieu of such hours worked, except in cases of emergency due to Acts of God, civil disorder, strikes, boycotts, or if the employee is not available due to legal restrictions or personal preference. All employees called in to work on an unscheduled day shall receive a minimum of four (4) hours work, or four (4) hours pay in lieu thereof. No employee shall have his workweek reduced or be required to take time off as a result of this paragraph of the contract.
- 8.7 All work performed by employees, excluding Utility Clerks, on Sunday and holidays shall be considered as premium work, and such work shall be paid at the rate of time and one-half (1 1/2) the employee's regular rate of hourly pay. Sunday work shall not be considered part of the basic workweek for employees. Sunday and holiday work shall be scheduled by the Employer and shall be rotated among all employees who volunteer for Sunday work. Should an insufficient number of employees volunteer, the Employer shall have the right to schedule from the least senior in inverse order. Senior employees shall have the right to the Sunday and holiday schedule with the greatest number of hours and the preference of shift.

Notwithstanding the first paragraph above, Utility Clerks shall not be paid a premium for Sunday or holiday work during their sixty (60) day probationary period. For the six (6) month period following completion of their probationary period, Utility

Clerks shall be paid a premium of one-dollar (\$1.00) per hour over their regular rate for Sunday and holiday work. Upon completion of eight (8) months of employment Utility Clerks shall be paid time and one-half (1 1/2) for all Sunday and holiday work.

Sunday Premium - Employees hired on or after November 10, 1996, shall be paid as follows:

Regular clerks 0 -6 months - \$1.25 per hour, beginning the Seventh (7th) month and thereafter, Time and One-Half (1 1/2).

Utility Clerks 0-6 months - straight time, 7-12 months - \$1.25 per hour, after 12 months - Time and One-Half (1 1/2).

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

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

(40) hour employees, the day shall be rotated among forty (40) hour employees in lieu of their regular day off. Work schedules shall be maintained in the store for a three (3) month period of time and shall be made available to an authorized representative of the Union for examination upon request. No employee who is called in to work out of the posted work schedule shall be required to take compensatory time off from the posted work schedule. Schedules must be posted in an area that is accessible to all employees.

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

**8.9** Effective November 10, 1996, part-time employees scheduled to work during any week shall receive a minimum of scheduled hours as follows:

<u>Years of Employment</u>	<u>Hours Per Week</u>
0-2	16
2-5	18
Over 5 Years	20

However, this does not apply to employees who, under the previous contract, were scheduled to work on Saturday only, or employees whose hours are claimed pursuant to Section 8.12, and the result of such claim leaves the employee with less than sixteen (16) hours per week. In this case the employee whose hours were claimed will work whatever hours remain after the claim.

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

**8.11 Call-In Hours and Additional Hours:**

- a) Call-in hours are defined as replacement hours occasioned by the absence of an employee. The Employer will make a reasonable effort to call in employees in accordance with seniority.

ty. Employees will have the right to refuse a call-in. The Employer shall not be obligated to call an employee in accordance with seniority if the replacement hours would result in overtime for the called-in employee.

- b) Additional hours are defined as hours added to the posted schedule due to business needs through the call-in of additional employees or through the assignment of additional hours to employees at work.
- c) In the event additional hours are occasioned by the need for additional employees, the Employer will call in employees in accordance with paragraph (a) above.
- d) In the event additional hours are occasioned by the need to assign additional hours to employees at work, such hours shall be offered to employees at work in order of seniority provided such work does not result in overtime. Failure to obtain sufficient volunteers, the hours shall be assigned in reverse order of seniority.

**8.12A Claiming of Hours:** Employees hired prior to January 1, 1994, within their seniority group and job classification (Cashier, Stock Clerk, Produce Clerk, Bakery Clerk, etc.) shall be eligible to claim available hours up to and including eight (8) hours per day, and up to and including forty (40) hours per week in a regular workweek, including any portion of a less senior employee's hours in accordance with seniority. It is understood and agreed that Sunday and/or holiday hours may not be claimed pursuant to this Section. Hours claimed under the provisions of Section 8.2 of this Agreement on the sixth (6th) day in a workweek or in excess of thirty-two (32) hours in a holiday week shall be paid for at straight-time.

An employee's right to claim available hours shall include the right to claim all or any portion of a junior employee's schedule commencing prior to or upon

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the termination of the senior employee's schedule or within four (4) hours thereof so long as the result of the claim permits the junior employee to work a minimum of four (4) unclaimed hours. A claim within such time period shall not be construed as a split shift.

However, any clerk who is subject to lay-off or whose hours have been reduced as outlined in Section 7.10 of this Agreement and cannot claim hours within his/her job classification may claim the hours of less senior employees in another job classification in an equal or lower seniority grouping. The claiming employee must, however, claim the entire weekly schedule and work all his/her hours within the claimed job classification.

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

Employees who regularly worked forty (40) hours under the preceding Labor Agreement shall not have their hours claimed except on a seniority basis by other employees who worked forty (40) hours under the preceding Labor Agreement. Employees who have voluntarily reduced their hours below forty (40) hours per week may have their hours claimed in accordance with this Section.

Once the work schedule has been posted pursuant to the provisions of Section 8.8 hereof, employees wishing to claim additional available hours must make their wishes known to the Store Manager, or his designee, within twenty-four (24) hours of such posting or waive their right to claim additional hours for the balance of the work schedule as posted.

8.12B Employees hired on or after January 1, 1994, shall have the same claiming rights as those employees in Section 8.12A, above. However, such claiming rights shall be limited to a maximum of thirty (30) hours per week.

8.12C Employees who voluntarily restrict their available hours for extended periods of time (in excess of four (4) months), shall, upon becoming available for more hours, only be entitled to those hours that become available on the schedule due to illness, a call-off, or the termination of an employee, etc. For claiming purposes under this Article VIII, Section 8.12, the employee shall have a new date, that being the date the employee again makes himself/herself available for additional hours.

8.12D Senior employees working thirty-two (32) hours or more per week on a regular basis (full-time rate structure), or employees with five (5) years or more seniority, will indicate their continuing preference for day shift or night shift within job functions. Day shift is any shift starting after 6:00 A.M. and scheduled to end at 6:00 P.M. or earlier. Night shift is any shift scheduled to end after 6:00 P.M. Preference of shift shall also include selection of the preferred shift within the day or night shift as well.

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

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

later than two (2) hours prior to the termination of the shift and no earlier than two (2) hours after the start of the shift.

8.14 Employees shall receive two (2) fifteen (15) minute uninterrupted rest periods, without loss of pay, in any one workday. The rest periods shall be scheduled approximately within fifteen (15) minutes of the employees half (1/2) shifts. Employees working three and one-half (3 1/2) hours but less than seven (7) hours shall be entitled to one (1) rest period. Employees shall be compensated at their straight time hourly rate of pay for rest periods not taken in violation of the rest period provision herein.

8.15 **Night Crew Employees:**

- a) Night crew employees are defined as any employee who works a majority of their scheduled hours after 9:00 P.M., or before 6:00 A.M.
- b) All full-time night crew employees will be scheduled regular nights each week, five (5) nights per week, Monday through Saturday and shall be scheduled within two (2) hours of the same starting time each night.
- c) Night crew employees shall receive fifty cents (.50) per hour premium for all hours worked. This premium shall be computed into vacation, holiday and sick pay.

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

transfers in writing. Further, night crew employees may request a transfer to another store if the night crew in their store is eliminated or reduced, and the employee desires to remain on night crew. All transfers shall be made in accordance with Section 7.13(e) of this Agreement.

8.17 With the exception of night crew employees, all work performed between the hours of 11:00 P.M. and 7:00 A.M. shall be compensated with a premium of fifty cents (.50) per hour in addition to the employee's regular rate of pay.

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

8.19 No employee shall be scheduled without at least ten (10) hours rest between shifts. If an employee is scheduled with less than ten (10) hours between shifts, the employee shall be paid time and one-half (1 1/2) the employee's hourly rate of pay for all hours worked prior to the completion of the ten (10) hours rest period between shifts.

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

ARTICLE IX - WAGES

9.1 WAGE SCHEDULE - See Appendix "A"

**9.2 Premium Pay:**

A. In addition to the foregoing, the following employees shall receive premium pay of forty cents (.40) per hour additional for all hours worked for the entire daily shift when premium work is performed.

- (a) Night Crew Leader (as defined in Section 9.3 below)
- (b) Key Carrier (as defined in Section 9.3 below)
- (c) Store-Office Clerical Employees other than Cashier-Bookkeeper/ Customer Service Manager (as defined in Section 9.3 below)
- (d) Receiver Clerks (as defined in Section 9.3 below)
- (e) Second Person in Produce Department (as defined in Section 9.3 below)

B. The following employees shall receive premium pay of forty cents (.40) per hour for all hours when the premium pay job is performed, rounded out to the next highest hours on a daily basis:

Relief Clerks for the premium jobs of Night Crew Leader, Key Carrier, Store-Office Clerical Employees, Receiver Clerks and Second Person in Produce Department.

- C. Premium pay shall not be pyramided if during the course of the workweek the employee works at more than one premium job.
- D. The Employer has the exclusive right to appoint office clerical employees and agrees that it will not discriminate against any

employee in assigning office clerical (booth personnel) positions.

If an Employee is interested in a Service desk position (opening) they will submit their request in writing to the store manager. If there is one (1) or more Employees interested, then the most senior employee will be selected and placed on a trial period for thirty (30) days. In the event the Employee is unable to perform the work, they will return to their previous position held.

Claiming of hours within the booth shall be by date of promotion within its own grouping. All office clerical (booth personnel), excluding the Customer Service Manager, shall receive a forty cent (.40) per hour premium for all hours worked. Clerks performing time and attendance duties are to be paid the forty cent (.40) per hour premium of office clerical personnel for time spent on such work. The time and attendance clerk is not a mandatory position, and other service desk clerks cannot claim hours or shifts.

**9.3 Definitions:**

- a) An Assistant Manager is defined as one who assists the Manager in the operation of the store.
- b) A Produce Department Head is defined as one who operates the Produce Department under the direction of the Store Manager.
- c) A Cashier-Bookkeeper shall be defined for purposes of this Contract as an employee who is appointed and trained by the Company to handle the cash and the necessary reports to the General Office and such other work as required in supermarkets.

- d) A Head Clerk is defined as the employee who assists the management of the store, and may be given specific assignments to include supervision and relief for assistant manager, co-manager, or store manager.
- e) A Customer Service Manager is defined as one who assists the store manager with the operation of the check-out department, service desk operations, and such other work as may be assigned to the cashier by the Employer.
- f) Night Crew Leader: Each night crew having four (4) or more employees shall have a lead member known as the Night Crew Leader appointed from among the four (4) or more employees.
- g) A Key Carrier is an employee who has been assigned the responsibility for opening or closing the store.
- h) Store-Office Clerical employees are defined as all employees who, in addition to the Cashier-Bookkeeper, perform office clerical work for all or any part of their work schedule.
- i) An Inventory Control Head Clerk is defined as an employee who is assigned the responsibility of receiving all merchandise delivered to the designated receiving area of the store and the necessary paperwork.
- j) A Second Person in Produce Department is defined as an employee who is assigned the responsibility of assisting the Produce Department Head in the operation of the Produce Department.
- k) A Bakery Manager is defined as an employee who is responsible for the operation of the Bakery, where the Bakery is operated by the Employer.

- l) File Maintenance Department Head shall be responsible for pricing throughout the store.
- m) Floral Manager – A Floral Manager is defined as an employee who is responsible for the operation of the Floral Department.
- n) Baker – A Baker is defined as an employee who works in the store's production bakery department under the supervision of the Bakery Manager and primarily performs the duties related to the preparation, production and finishing of the products sold in that department.
- o) Decorator – A Decorator is defined as an employee who works in the store's production bakery department under the supervision of the Bakery Manager and performs primarily the duties related to the production and finishing of all cake products, cream goods, fresh fruit items and individual dessert items.
- p) Head Bakery Sales – A Head Bakery Sales Clerk is defined as an employee who works in the store's bakery sales and packaging department under the supervision of the Bakery Manager and directs and coordinates the work of the department's Bakery Sales Clerk.
- q) Donut Fryer – A Donut Fryer is defined as an employee who works in the store's production bakery department and performs primarily the duties related to the frying of donuts and the early morning preparation of all breakfast occasion self-service items including, but not limited to, dough mixing, dough make up, donut proofing, donut frying, baking of bagels, baking all self-service pastry, donut finishing and filling and maintaining the donut, pastry and bagel fixtures.

9.4 There shall be an Assistant Manager, Produce Department Head and Cashier - Bookkeeper/



Customer Service Manager, Floral Manager, File Maintenance Head, Inventory Control Head Clerk, and a Bakery Manager, where the Bakery is operated by the Employer, in all stores regardless of store volume.

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

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

- 9.5 Employees presently receiving, or who may hereafter receive in excess of the above pay schedules, shall not have their pay decreased because of provisions of this Contract.

The negotiated wage increases are to apply to all employees who are presently receiving in excess of contract rates.

9.6 **Prior Service in The Industry**

- A. Proven comparable experience in the industry, not terminating more than two (2) years prior to date of application and shown on application for employment shall be the basis for determination of a new employee's rate of pay. Such experience prior to two (2) years before date of application and ending within the two (2) year period must be continuous to be counted. U.F.C.W.I.U. Union Card show-

ing experience will be recognized as initial proof of experience.

- B. Claims for rate adjustment based on previous "service in the industry" must be filed in writing within ninety (90) days from date of employment, otherwise the employee forfeits any claim under this provision, except where such experience is shown on the initial "application for employment" in which event said ninety (90) days should not apply.

- C. **Service in Industry Formula:** In the application of service in the industry, rehired or new employees shall receive experience credit on the following basis: Employees hired shall receive full credit for each month of service up to a maximum of twenty-four (24) months.

- 9.7 Wages shall be paid each week by check to all employees and the Employer shall post on stubs the following information:

Straight-time, overtime, and holiday hours paid for, plus employee's straight-time hourly rate of pay. In lieu of such information on the stubs, the Employer will make available a payroll work sheet containing such information to the Union Representative at the store.

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

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

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

#### ARTICLE X - HOLIDAYS

- 10.1 All employees who have completed their probationary period shall be entitled to the following paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day or days legally celebrated in lieu thereof.

- 10.2 All employees, excluding Utility Clerks, will be entitled to a birthday holiday. The birthday holiday shall be taken during the week in which the birthday falls. New Hire Utility Clerks shall be entitled to a Birthday Holiday for birthdays occurring six (6) months after completion of their probationary period. If an employee's birthday falls during a holiday week, the birthday holiday shall be scheduled for the following week. Newly-hired employees, excluding Utility Clerks, shall be entitled to their birthday holiday on their birth date in the calendar year following the year in which employed.

#### 10.3 Personal Holidays

- a) All employees, excluding Utility Clerks, hired prior to October 31, 1982, who presently or hereafter have 36 months service shall have earned and be entitled to six (6) personal holidays as of January 1 of each year. The employee may take all or any part of the six (6) personal holidays on and after January 1.
- b) Employees, excluding Utility Clerks, hired on or after October 31, 1982, and who had earned three (3) personal holidays prior to December 31, 1985, shall have earned three (3) personal holidays as of January 1 of each year.

- c) Employees hired on or after October 31, 1982, who did not qualify for three (3) personal holidays under the previous agreement, and new hires, shall earn personal holidays as follows:

During the calendar year in which an employee is hired, the employee shall receive one (1) personal day at any time within that year, if hired prior to July 1. If hired after July 1, the employee shall receive no personal days during that year.

During the second calendar year of employment, the employee shall receive two (2) personal days at any time regardless of the employee's date of hire.

Thereafter, the employees defined in Section (c) shall have earned and be entitled to a maximum of two (2) personal holidays as of January 1 of each succeeding year.

Effective January 1, 1997, Utility Clerks with three (3) or more years of service shall receive one (1) additional personal holiday.

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

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

defined as Friday through Sunday or Saturday through Monday.

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

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

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

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

One earned day: One day.

If still employed the week prior to Christmas, any earned and unused days will be paid with unused sick pay.

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

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

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

For new hires and employees returning from military service the average number of hours per workweek shall be computed on the basis of the average for the four (4) weeks immediately preceding the holiday, or during the period of employment if the

eligible employee has less than four (4) weeks employment.

10.7 Employees regularly scheduled to work forty (40) hours per week shall be paid time and one-half (1 1/2) their regular rate of pay for all hours worked after thirty-two (32) in a holiday workweek. By mutual agreement, forty (40) hour employees may work the fifth (5th) day of a holiday workweek at their regular straight time rate of pay.

10.8 Employees, excluding Utility Clerks, who work on legal holidays as specified in Section 10.1 of this Article, shall receive time and one-half (1 1/2) for all hours worked on the holiday in addition to their holiday pay. Forty (40) hour employees working on a holiday shall be scheduled for their regular basic workweek of four (4) days in addition to the holiday worked. Utility Clerks shall be paid for holiday work in accordance with Section 8.7 of this Agreement.

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

There shall be no holiday pay for persons on lay-off, sick leave, or other leaves of absence.

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

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

will schedule the required employees on the basis of reverse seniority.

- 10.12 Part-Time Employees working on a holiday shall be scheduled for their basic minimum workweek in addition to their holiday pay.

#### ARTICLE XI - VACATION

- 11.1 All employees shall earn and be entitled to a paid vacation each year on the following basis:

An employee hired in any calendar year shall be entitled to a pro-ration of a one (1) week vacation as of January 1st of the following calendar year (second calendar year of employment).

As of January 1st of the third (3rd) calendar year of employment, one (1) week vacation.

As of January 1st of the fourth (4th) calendar year of employment, two (2) weeks vacation.

As of January 1st of the eighth (8th) calendar year of employment, three (3) weeks vacation.

As of January 1st of the thirteenth (13th) calendar year of employment, four (4) weeks vacation.

As of January 1st of the twenty-first (21st) calendar year of employment, five (5) weeks vacation.

As of January 1st of the twenty-sixth (26th) calendar year of employment, six (6) weeks vacation.

- 11.2 Vacation pay shall be paid at the contract rate in effect at the time of the vacation. In the case of premium pay jobs, the contract rate shall include the premium rate for employees who worked at a premium pay job for more than twenty-six (26) weeks during the relevant fifty-two (52) week period. Vacation hours shall be based on the total number of hours paid during the twelve (12) month period of the previous calendar year, divided by fifty-two (52),

excluding hours paid for unused sick and personal days and pay received under Workers' Compensation. Employees regularly scheduled forty (40) hours per week shall be paid their vacation pay based on forty (40) hours per week.

- 11.3 Personal leaves of thirteen (13) weeks or less shall be counted as time worked for the purpose of computing vacation benefits. Medical leaves of seventeen (17) weeks or less shall be counted as time worked for the purpose of computing vacation benefits. For personal leaves in excess of the thirteen (13) weeks the divisor in Section 11.2, above, shall be reduced to thirty-nine (39). For medical leaves in excess of seventeen (17) weeks, the divisor in Section 11.2 shall be reduced to thirty-five (35).

- 11.4 Any employee hired prior to January, 1986, who is laid off, terminated, quits, or is discharged for any reason other than dishonesty, shall receive pro-rata vacation pay based on their full months of service from their last anniversary date in the amount of vacation earned as of that anniversary date, but not paid. Employees hired after January, 1986, shall receive pro-rata vacation pay from the prior January.

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

- 11.6 Vacations shall be scheduled on a storewide seniority basis and may be taken any time during the year requested by the employee. Based on the operational needs of the store, the Employer may limit the number of employees on vacation in any week, provided that no week of the year shall be excluded from vacation scheduling. When there is a conflict between employees as to vacation dates, seniority shall apply. No employee shall be compelled to take a vacation at a time not mutually agreed upon.

A vacation, once scheduled, shall not be changed except by mutual agreement of employee and Employer. An employee with three (3) weeks or less

vacation time shall not be required to split his or her vacation time. Those employees who have not indicated their choice of vacation dates by May 1st, will not be allowed to bump a less senior employee after May 1st.

- 11.7 Any person who enters military service shall be paid his/her pro rata vacation pay, for that which he has earned, up to the time of his/her entering military service.

Any veteran returning to work after military service shall receive his/her pro-rata vacation pay for time worked during the time from his/her return to the anniversary date of his/her original hiring date.

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

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

- 11.9 Vacation schedules shall be posted in all stores by April 1st of each year.

There shall be at least one storewide schedule plus a departmental schedule posted in each department.

#### ARTICLE XII - SICK DAYS

- 12.1A Effective January 1, 1986 all employees, excluding Utility Clerks, hired prior to October 31, 1982, who presently or hereafter have thirty-six (36) months of service shall have earned and be entitled to take four (4) sick days as of January 1 of each year. The employee may take all or any part of the four (4) sick days on and after January 1.

Employees, excluding Utility Clerks, hired on or after October 31, 1982, shall earn sick days as follows:

During the calendar year in which an employee is hired the employee shall receive one (1) sick day at any time during that year if hired prior to July 1. If hired after July 1, they shall receive no sick days during that calendar year.

During the second calendar year of employment, the employee shall receive two (2) sick days at any time regardless of the employee's date of hire.

Thereafter, the above employees shall have earned and be entitled to two (2) sick days as of January 1 of each succeeding year.

Effective January 1, 1998, Utility Clerks with three (3) years or more of service will receive one (1) sick day.

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

- 12.1B Sick pay shall commence on the first (1st) day of absence provided such day is a scheduled workday and shall be paid for on the following basis:

<u>Average Hours Per Week</u>	<u>Sick Pay in Hours</u> <u>regular rate of pay</u>
Less than 26 hours	4 hours
26 hours to 32 hours	6 hours
32 hours or more	8 hours

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

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

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

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

One earned day: One day.

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

12.3 All employees hired on or after November 15, 1999 shall not be eligible for any sick days.

**ARTICLE XIII - JURY SERVICE /  
FUNERAL PAY / MILITARY RESERVE**

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

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

When an employee is released for a day or a part of a day, he/she shall report to his/her store for work. Night crew employees who serve all or part of a day on Jury Duty shall not be deemed available for work.

Any employee who reports for jury service for five (5) days, Monday through Friday, shall not be scheduled to work on Saturday during that week. If, however, an employee volunteers to work on Saturday, at

the request of the Employer, the employee shall receive the appropriate hourly rate of pay for said day, which pay shall not be set off against or deducted from the forty (40) hours jury pay; provided further that hours worked on Saturday shall not be considered as hours in excess of forty (40) hours for overtime purposes.

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

The Employer agrees to pay Utility Clerks, for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled workdays at straight-time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parents and child. One (1) scheduled work day shall be paid for all other members in the "immediate family" as described in the above paragraph.

13.3 Any employee who serves in the National Guard or Military Reserve Units which require annual training, shall be granted the necessary leave without pay to fulfill the annual training requirements of the Unit in which they serve. Such employees shall give the Employer two (2) weeks prior notice. An employee shall not be required to take military training duties as his earned vacation.

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

#### ARTICLE XIV - LEAVE OF ABSENCE

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

**14.1B** As per the Family Leave Act of 1993.

**14.1C Parental and Family Leave:** An employee may, upon written request, be provided an unpaid leave of absence not to exceed ninety (90) days in connection with the birth of a child, or to provide care for a family member due to an illness requiring full time care.

The employee shall make such request as soon as possible, but at least ten (10) days before the proposed leave of absence, except in the case of an emergency. A "family member" is limited to an employee's legal spouse, mother, father, son, daughter (including step-father, step-mother, or step-children when they have lived with the employee in an immediate family relationship). Such leave shall not be unreasonably denied.

The employee shall provide documentation satisfactory to the company as to the birth or existence and nature of the illness and the need for such leave.

Such leave of absence shall not constitute a break in the employee's length of continuous service and the period of such leave shall be included in their length of continuous service. An employee on such leave will be treated as on layoff for purposes of benefits under the Insurance provision. Upon expiration of such leave, the employee shall be reinstated to their previous position.

Employees will not be required to use their vacation, but will be required to use their personal and sick days.

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

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

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

Employees on a granted leave of absence shall notify the Store Manager one (1) week prior to the expiration of the leave of their intention to return to work. Failure to give such notice will be considered a voluntary termination upon expiration of the leave.

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

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

#### ARTICLE XV - DISCHARGE OR SUSPENSION

- 15.1 No employee shall be discharged or suspended without just cause.
- 15.2 The Employer shall immediately notify the Union of any discharge or suspension for investigation purposes, stating the date of discharge or suspension and reason. The telephone call from the Employer to the Union, no later than the next business day, shall be considered the immediate notice.

#### ARTICLE XVI - GRIEVANCE AND ARBITRATION

- 16.1 The properly accredited officers or representatives of both parties to the Agreement shall be authorized to settle any dispute, disagreement, difference or grievance arising out of the terms, application or interpretation of this Agreement.
- 16.2 The Union shall submit all grievances in writing within the following time limitations:
- a) Grievances involving discharge or suspension shall be submitted within fifteen (15) days from the date the Union received notification of the discharge or suspension in accordance with Article XV of the Contract.
  - b) Grievances involving vacation pay shall be submitted within fifteen (15) days following the termination of the vacation.
  - c) Grievances involving hourly wage rates, wage brackets or premium pay shall be submitted in writing within fifteen (15) days from the date of the last occurrence of the grievance. The Employer's liability for such grievance shall not exceed one (1) year from the date of the filing of the grievance.
  - d) All other grievances shall be submitted in writing within fifteen (15) days of the date of the occurrence of the grievance.

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

- 16.3 Representatives of the parties shall attempt to resolve all grievances as promptly as possible. For this purpose, either party may call a grievance meeting. The Company shall reply, in writing, to the Union's written grievance within fifteen (15) days following receipt of the written grievance. Should the Union wish to pursue the grievance they will respond, in writing, to the Company's written answer within fifteen (15) days after receipt of the Company's answer.
- 16.4 When in the judgment of either party arbitration is necessary, either party may initiate same by notifying the other party in writing that it has invoked the arbitration provisions of the contract and that it has requested the Federal Mediation and Conciliation Service to submit a panel of arbitrators to the parties. In no event shall arbitration be initiated earlier than fifteen (15) days following the mailing of the written grievance. The parties shall promptly proceed to select an arbitrator from the panel and proceed to arbitrate the grievance all in accordance with the rules of the Federal Mediation and Conciliation Service. The arbitrator will issue his decision within sixty (60) calendar days after the close of the proceedings or his receipt of both parties' post hearing briefs, whichever is the latter. The decision of the arbitrator shall be final and binding on the parties.
- 16.5 Expenses incurred in connection with the arbitration, to-wit; fees of the Federal Mediation and Conciliation Service, the arbitrator's fees and expenses and rental of a hearing room, if necessary, shall be shared equally by the parties.
- 16.6 The failure of the Union to protest any constructive action notice or other written warning issued an employee, shall not be deemed as an admission on the part of the Union or the employee as to the truth of the content of such written notice or the propriety of its issuance. Any constructive action notice or written warning issued an employee shall be



removed from the employee's records twelve (12) months after the issuance date.

#### **ARTICLE XVII - UNION ACCESS TO STORES**

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

#### **ARTICLE XVIII - NEW STORE OPENING - STORE CLOSING**

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

- a) The Employer will post in each of the Employer's stores notice of the new store opening at least four (4) weeks prior to the store opening date. The notice shall remain posted for at least ten (10) days including the date of posting and give a brief description of each position to be filled and the number of anticipated forty (40) hour and less than forty (40) hour jobs for each position. Further, the posted notice shall advise the employees that they may bid on the positions at the new store by signing the notice for the posted positions. Said posted notice shall be maintained by the Company for up to and including fifteen (15) days from grand opening.

The Company shall send a copy of the sign-up sheet to the Union after the posting period has been completed, and prior to the opening of the new store.

- b) All non-classified positions will be filled in accordance with the seniority of the bidding

employees. All positions not filled shall be offered to employees on layoff status in accordance with seniority.

- c) The Employer will not hire new employees for the new store until the above procedures have been complied with.
- d) Employees transferred from an existing store to a new store that is opened shall, if subject to layoff within a period of ninety (90) days after the store is opened, have the right to return to the store from which transferred and assume the job that their seniority warrants.

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

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

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

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

- 18.4 In the event of a store closing, the Union shall be notified by the Company, and a meeting shall be held prior to any transferring of employees.
- 18.5 In the event of a store closing, employees who are offered comparable jobs within the agreed upon geographic area shall not be entitled to severance pay. Employees who are laid off or are not offered comparable jobs within the geographic area shall be entitled to severance pay as set forth above. In the event the store is sold, the store closing date shall be the last date the Employer operates the store.
- 18.6 An employee who is displaced by the transfer of an employee from a closed or sold store shall, if otherwise eligible, be entitled to severance pay benefits applicable to eligible employees at the closed store.
- 18.7 The Employer shall continue contributions to the Pension and Health and Welfare Trust Funds for three (3) months following termination for those employees who receive severance pay except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Funds.
- 18.8 Holidays that fall within thirty (30) days after termination and employees who are eligible for severance pay shall be entitled to holiday pay.
- 18.9 Severance pay shall be due and payable two (2) weeks prior to the store closing date. All other monies due employees shall be paid in a lump sum upon termination or lay-off.
- 18.10 An employee who is terminated or laid off and who is eligible for severance pay and accepts severance pay shall not retain seniority or recall rights.
- 18.11 The Employer agrees to give the employees and the Union thirty (30) days notice in advance of a store closing or sale, or additional severance pay in lieu thereof.

- 18.12 Employees who are eligible for severance pay and accept a transfer to another job will be paid at the rate of the job accepted.
- 18.13 Letters of recommendation will be given to all laid off employees at time of layoff.
- 18.14 The Company agrees to recall any laid off employees in any new locations opened under the jurisdiction of the Local Union covered by this Agreement.
- 18.15 Payment of unused sick leave (Article XII) will be paid to employees laid off resulting from store closings.
- 18.16 Vacation and holiday pay shall be based on the highest rate paid to an employee during the one (1) year period to the employee receiving said vacation and holiday pay.

#### ARTICLE XIX - GENERAL

- 19.1 The Union Store card must be displayed in all places where members of the Union are employed. The Store Card shall not be removed in case of a dispute unless the dispute is taken up with proper officials of the Company first.
- 19.2 The Union shall use its best effort as a labor organization to enhance the interests of the Company as an Employer of Union Labor.
- 19.3 Members of the Union may wear their Union Buttons when on duty. Stewards appointed by the Union may wear steward pins.
- 19.4 The Company shall provide a bulletin board on which the Union may post notices.
- 19.5 Where the Company desires to furnish a uniform, such uniforms shall be laundered by the employee and shall be returned to the Employer upon termination of employment.

- 19.6 The Company agrees to provide a suitable rest area in the store.
- 19.7 Where time clocks are not provided, the Employer shall institute adequate payroll procedures to insure that all hours worked are properly recorded.
- 19.8 No employee covered by this Agreement shall be required by a representative of the Employer to be the subject of a lie detector test for any reason whatsoever.
- 19.9 The Employer shall provide a first aid kit containing bandages.
- 19.10 If a physical examination or health permit is required by the Employer, the medical fee for such examination shall be borne by the Employer.
- 19.11 Any time spent away from the store on the legal business of the Employer, either at the request of the Employer or pursuant to a legal subpoena, shall be compensated by the Employer at the employee's regular rate of pay. Such hours shall not be considered as time worked in the computation of daily or weekly overtime unless it is part of the regularly scheduled workweek.
- 19.12 For store meetings minimum call-in shall be one (1) hour's pay or time spent at the meeting, whichever is greater. There shall be no more than one (1) meeting per calendar quarter which requires employee attendance. There shall be a ten (10) day prior posting of notices of all meetings which require employee attendance.
- 19.13 Union Stewards, upon request made by the Union, shall receive time off once per calendar year with pay for the conduct of Union business. Such request must be made at least two (2) weeks in advance of the expected absence, and shall be limited to one (1) Steward per store where appointed.

- 19.14 At any store meeting between management and an employee involving employee discipline or possible employee discipline, the store steward shall have the right to be present and if on duty at the time of the meeting, shall be notified of the meeting.

#### ARTICLE XX - TECHNOLOGICAL CHANGE

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

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

In addition, the Employer agrees:

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

ance pay of eight (8) weeks pay to be paid on a weekly basis.

2. An employee shall be disqualified for severance pay in the event the employee:
  - (a) Refuses retraining;
  - (b) Refuses a transfer within a geographical grouping;
  - (c) Voluntarily terminates employment.

#### **ARTICLE XXI - HEALTH AND WELFARE**

- 21.1 The Employer shall contribute by no later than the tenth (10th) day of each month into the United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund on all straight time hours for eligible employees excluding Utility Clerks covered by this Agreement. The contribution shall also be made on hours for which employees receive holiday pay, personal days, sick days, funeral days, jury service and vacation pay and hours worked on Sunday, except that no contribution shall be made on hours in excess of eight (8) per day or forty (40) per week. The Company agrees to maintain the level of benefits in the DH Plan. The amount of such contributions shall be determined by the Trustees from time to time in order to maintain the Fund's level of reserves and to fund the affected benefit level established by the Trustees in accordance with the Trustee's Policy Statement.

Employees (excluding Utility Clerks) hired after November 6, 1996, but before November 15, 1999, shall become eligible after six (6) months of service from their date of hire.

Effective November 15, 1999, newly hired clerks shall become eligible after nine (9) months of service from their date of hire.

Utility Clerks shall become eligible after one (1) year of service from their date of hire.

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

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

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

#### **ARTICLE XXII - PENSION**

- 22.1 The Employer agrees to make a contribution of fifty-seven cents (.57) per hour by the tenth (10th) day of each month on all straight-time hours worked by employees (excluding Utility Clerks) covered by this Agreement, effective the first Sunday following completion of one (1) year of continuous service, or the attainment of age twenty-one (21), whichever is earlier. Such contributions shall be made to the United Food & Commercial Workers Unions and Employers Midwest Pension Fund. The contribution shall also be made on hours for which employees receive holiday and vacation pay and hours worked on Sunday, except that no contribution shall be made on hours in excess of eight (8) per day or forty (40) per week.

Effective the first (1st) Sunday following completion of one (1) year of continuous service, Pension contributions will be made for all hours worked by Utility Clerks on the above basis.

On the first (1st) Sunday following completion of one (1) year of continuous service, Pension contributions will be made for all hours worked for all employees hired on or after November 10, 1996.

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

#### ARTICLE XXIII - COLLECTION OF DELINQUENT CONTRIBUTIONS

- 23.1 Any Employer who is sixty (60) days delinquent in the payment of any or all of the contributions required of it by the above Articles XXI and XXII, shall pay as liquidated damages, a sum of twenty dollars (\$20.00) or ten percent (10%) of the amount delinquent, whichever is greater. Such damages shall be computed monthly and on a separate basis for the Health and Welfare Fund and the Pension Fund. The amount of liquidated damages shall be added to the cumulative total of delinquent contributions and shall be included in the computation of damages.
- 23.2 In addition to the foregoing, an Employer delinquent sixty (60) days or more shall be liable for the payment of any benefits paid or otherwise payable to an employee or his dependents from the Health and Welfare Trust Fund as a result of any claim incurred during the period of delinquency. Said liability shall not be waived by payment of the amount delinquent, including the liquidated damages, or by payment of the claim by the Health and Welfare Trust Fund. The above paragraphs shall not be applicable when, in the judgment of the Trustees, the delinquency results from a clerical error or a bona fide difference or dispute concerning eligibility.

The Employer agrees that applicable payroll records shall be made available for audit to employees of the

Health and Welfare and/or Pension Fund as directed by action of the Board of Trustees of these Funds.

#### ARTICLE XXIV - CONFORMITY TO LAW

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

#### ARTICLE XXV - NO STRIKES/NO LOCKOUTS

- 25.1 During the term of this Agreement there shall be no strikes, boycotts, or stoppages, slowdown or suspension of work of any kind whatsoever on the part of the Union or its membership; nor shall there be any lockout on the part of the Employer.
- 25.2 Employees may refuse to cross a lawful primary picket line provided the same has been recognized by the United Food and Commercial Workers International Union. The Union will notify the Employer in writing when a picket line has been recognized.

#### ARTICLE XXVI - TERM OF AGREEMENT

- 26.1 This Agreement shall be effective from November 7, 1999, through and including November 9, 2002, at which time it shall automatically renew itself from year to year provided, however, that either party may give to the other party not less than sixty (60) days notice in writing prior to the expiration date or to annual renewal date of its intention to change or terminate said Contract.
- 26.2 By execution of this Collective Bargaining Agreement, the Employer does hereby adopt, ratify and become a party to the United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund Agreement and Declaration of Trust and the United Food and Commercial Workers Unions and Employers

Midwest Pension Fund Agreement and Declaration of Trust, and said Agreements and Declarations of Trust are hereby incorporated herein and made a part hereof. Further, the Employer reaffirms and ratifies all acts of the Trustees performed pursuant to said Agreements and Declarations of Trust.

#### **ARTICLE XXVII - ENTIRE AGREEMENT**

- 27.1 This Agreement contains the entire understanding, undertaking and agreement between the Employer and the Union, except as modified by established custom, past practice and/or course of dealings between the parties. Changes in this Agreement must be reduced to writing and executed by both the Company and the Union.
- 27.2 For purposes of this Article, established custom, past practice and/or course of dealings shall mean a practice which is unequivocal, clearly enunciated and acted upon, readily ascertainable over a period of time as a fixed, and established practice accepted by both Employer and the Union.

#### **LETTER OF UNDERSTANDING** **DOMINICK'S FINER FOODS** **AND LOCALS 881 and 1540**

Listed are several areas of understanding reached by Locals 881, 1540 and Dominick's Finer Foods, Inc. concerning the application and intent of our recently negotiated Collective Bargaining Agreement.

1. **Classified Personnel:** Assistant Managers, Produce Managers, Cashier-Bookkeepers / Customer Service Manager, Head Clerk, Floral Manager, File Maintenance Head, Inventory Control Head, and Bakery Manager. In the case of store closing the Company and the Union agree to meet and discuss the placement of classified personnel based on their date of promotion.
2. Concerning the right of employees to claim available hours from premium pay employees, who are more

fully defined in Paragraph 9.2 of the current contract, it is agreed that employees in the regular clerks seniority group may claim the hours of regular clerk employees performing premium pay jobs, under the following circumstances only:

- A. An employee who is about to be laid off or an employee who is reduced in hours by more than four (4) hours per week for three (3) consecutive weeks who, because of his seniority standing, is unable to transfer to another store in accordance with Paragraph 7.8 (a) or 7.8 (b) and obtain comparable hours, may claim the hours of premium pay employees within the employee's store.
  - B. An employee claiming the hours of a premium pay employee must claim all of said employee's hours.
3. General Merchandise employees in stores converted to "Mini Combo Pharmacy" departments shall have their rate of pay "Red Circled" and continue to progress on the General Merchandise, Bakery, Floral, and Bulk/Salad rate and remain in the department.
  4. **General Merchandise:** With the inclusion of a general merchandise department in the contract, General Merchandise Clerks who worked under the previous Agreement will not be transferred or reassigned to other departments. However, the Company shall have the right, through attrition, to replace those employees who leave with new employees promoted from the Utility Clerk classification, and pay these newly promoted employees under the pay scale for general merchandise clerks.
  5. **Hardship Leaves of Absence:** The Union may bring hardship cases to the Human Resources Vice President for resolution.

#### **LETTER OF UNDERSTANDING**

In order to clarify Article VI of the Contract, and consistent with the intent of the parties thereto, it is agreed by

DOMINICK'S FINER FOODS AND UNITED FOOD  
AND COMMERCIAL WORKERS UNION LOCALS 881  
and 1540 as follows:

1. The parties interpret Article VI as permitting only the following direct delivery or rack jobber salespersons to handle or stock merchandise in the store in which they have deliveries:
  - A. Salespersons from the cigarette vending machine;
  - B. Salespersons from one toy company;
  - C. Salespersons from one sewing-notions company;
  - D. Salespersons from one cosmetics company;
  - E. Salespersons from one hosiery company;
  - F. Salespersons from one plant supply company;
  - G. Salespersons from one housewares company;
  - H. Salespersons from one rug shampoo company;
  - I. Salespersons from one nut company;
  - J. Salespersons from one pet supply company;
  - K. Salespersons from all bread companies;
  - L. Salespersons from all potato chip companies;
  - M. Salespersons from Stella Dora, Archway and Pepperridge Farm Cookie Companies, as well as salespersons from all other companies when handling snack cake merchandise.
  - N. Salespersons from pop companies may build displays, but may not handle or fill shelf stock.
  - O. Salespersons from Entenmann Bakery.

2. It is understood and agreed that for the duration of this Contract, only the salespersons from the companies listed above shall be permitted under Article VI to handle or stock merchandise in the store, except in the case of new stores during the first week after the store is opened.
3. Outside salespersons shall be permitted to handle resets under the following conditions: The Company shall notify the Union at least one (1) week prior to the reset. The notification shall inform the Union of the date and place of the reset and the merchandise involved. Outside salespersons shall be allowed to remove merchandise from the shelves and restock the same merchandise in a new location. They shall also be allowed to spot and stock one (1) case of a new item but it shall be a violation of this Agreement for the salesperson to handle any other full case merchandise or to stock any items from backroom stock.
4. Nothing in this Letter of Understanding shall prohibit outside salespersons from constructing display bins, but they shall not fill the display bins with merchandise.
5. The prohibition against work by outside salespersons shall not apply to sales representatives who handle shelf products in order to check code dates.

**LETTER OF UNDERSTANDING**

THIS LETTER OF UNDERSTANDING shall modify the interpretation of Article VI, Clerks Work Clause.

This Agreement shall cover only the potato chip and soft drink companies whose Driver/Salesmen service the Employer's stores.

In the recent past, vendors representing potato chip and soft drink vendors have changed their delivery system to the Employer's stores. Whereas in the past Driver/Salesmen would deliver and display and stock portions of the merchandise they delivered, storing the remainder of such delivered merchandise in the back room for future stocking

by store employees, the Driver/Salesmen now deliver the merchandise to the stores, with other employees of the vendors following, to stock and display the Vendors' merchandise at a later time.

Therefore, the parties agree to the following terms and conditions in recognition of this change in delivery practices by the above-mentioned Vendors:

1. Vendors may deliver merchandise to Employer's stores on Monday through Saturday.
2. Vendors' employees shall be allowed to stock in stores on the same basis, and to the same extent, that Driver/Salesmen formerly stocked prior to the change in the delivery system. For example, if the Vendors' Driver/Salesmen formerly delivered to and merchandised the Employer's store two (2), three (3), four (4), or five (5) times per week, then such Vendors' employee shall now be limited to stocking in that store the same number of times per week as previously serviced by the Driver/Salesmen. In no event shall a Vendors' employee be allowed to stock or provide any services more than once per day.
3. No Vendors' employees shall perform any stocking, merchandising, or detailing functions between 7:00 P.M. Saturday and 5:00 A.M. Monday. In no case shall a Vendors' employee stock or service a store more frequently than is set forth in Paragraph 2 above, **EXCEPT** if there is an increase in that store's business which would have required additional deliveries under the old delivery system, then that store may be merchandised accordingly. The Union shall be notified of such change prior to its implementation.
4. During sales weeks, Vendors' employees shall be allowed to stock and merchandise as many times as deliveries are made, but not less than set forth in Paragraph 2 above.
5. If a Vendor assigns employees designated as "merchandisers" and "detailers" to perform the display

and stocking functions, then such Vendor shall be limited to utilizing one (1) "merchandiser" or "detailer" per store.

6. The aforementioned understandings shall not be applicable in the case of new store opening or "Re-Grand Openings".

#### LETTER OF UNDERSTANDING

The Employer agrees that with the modification of the claiming of hours language during the 1993 Contract negotiations (8.12B), that if the hours worked per week requirement for dependent health and welfare coverage is increased, the Employer and the Union will meet and adjust the maximum hours in 8.12B to allow employees the opportunity to claim enough hours to maintain dependent Health and Welfare coverage.

The Union agrees to modify Article 9.1 B. (1) and (2) to a corresponding number of hours so that the claiming of hours shall not cause an automatic reclassification of employees to full-time status.

#### LETTER OF UNDERSTANDING

The Union and the Employer have agreed to a Letter of Understanding, as follows:

There will be established a separate department called the File Maintenance Department, which will have responsibility for pricing integrity throughout the store. Within the File Maintenance Department, there will be the following two new positions:

#### FILE MAINTENANCE COORDINATOR

- A. The File Maintenance Coordinator position will be a forty (40) hour per week classified position.
- B. The hourly rate of pay for the File Maintenance Coordinator position will be the General Clerk experienced rate of Pay Level 12, plus a premium of forty-five cents (.45) per hour.

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- C. Red-circled experienced Regular Clerks, who are selected for the position, will receive their current red-circled rate, plus a forty-five cents (.45) per hour premium.
- D. Employees in positions above a Regular Clerk, who are selected for the position, will receive their previous red-circled Regular Clerk experienced rate, plus a forty-five cent (.45) per hour premium.
- E. Employees selected for the position of File Maintenance Coordinator will have a new classification seniority date.
- F. The File Maintenance Coordinator may perform the work of a Cashier in the event of a surge of business or an emergency.

**BACK-UP FILE MAINTENANCE CLERK**

- A. The Company will post any permanent openings for the Back-up File Maintenance Clerk.
- B. The hourly rate of pay for the position will be the General Clerk experienced rate of Pay Level 12, plus a premium of thirty cents (.30) per hour.
- C. Red-circled experienced Regular Clerks, who are selected for the position, will receive their current red-circled rate, plus a thirty cents (.30) per hour premium.
- D. Employees in positions above a Regular Clerk, who are selected for the position, will receive their previous red-circled Regular Clerk experienced rate, plus a thirty cent (.30) per hour premium.
- E. Employees at a rate less than Pay Level 12 will receive their current hourly rate, plus thirty cents (.30) per hour premium, and will progress through the Regular Clerk apprentice steps until reaching the Pay Level 12 rate. If the employee is at a rate less than Pay Level 5, the employee will be placed at the fifth step Regular Clerk rate, and will begin in the

position at the Pay Level 5 rate, plus the thirty cents (.30) per hour premium.

- F. Hours worked by the Back-up File Maintenance Clerk in the File Maintenance Department will be claimable only by more senior Back-up File Maintenance Clerks within the same store.
- G. While scheduled in the File Maintenance Department, the Back-up File Maintenance Clerk may perform the work of a Cashier in the event of a surge in business, or an emergency.
- H. The Company may select employees to perform the duties of a Back-up File Maintenance Clerk on a temporary basis.
- I. Employees selected to be Back-up File Maintenance Clerks will receive a new classification seniority date for their work in the File Maintenance Department.
- J. The Back-up File Maintenance position is expected to be a part-time position; however, by mutual agreement, an employee may also work part-time outside the File Maintenance Department, in which case he/she may have a separate classification seniority date for work outside of the File Maintenance Department, and will be subject to being claimed by a more senior employee.

**APPENDIX "A" - WAGES**

9.1 Minimum wage rates shall be as follows:

**A. DEPARTMENT HEADS** (as defined in Section 9.3)

<u>Dept. Head</u>	<u>11/07/1999</u>	<u>11/05/2000</u>	<u>11/04/2001</u>
Assistant Mgr.	\$17.00	\$17.50	\$18.00
Red Circle	.50	.50	.50
Produce Mgr.	16.80	17.25	17.70
Red Circle	.50	.45	.45
C.S.M./Bookkeeper	16.80	17.25	17.70
Red Circle	.50	.45	.45
Head Clerk	15.50	15.85	16.20
Red Circle	.40	.35	.35
Bakery Mgr.	13.70	14.05	14.40
Red Circle	.40	.35	.35
Floral Mgr.	11.95	12.30	12.65
Red Circle	.40	.30	.30
File Maintenance Head	13.65	13.95	14.25
Red Circle	.40	.30	.30
Inventory Control Head	13.60	13.90	14.20
Red Circle	.40	.30	.30

**B. REGULAR CLERKS** (as defined in Section 7.4 (b))

<u>Pay Level</u>	<u>Months</u>	<u>11/07/1999</u>	<u>11/05/2000</u>	<u>11/04/2001</u>
1	00-03	\$6.25	\$6.55	\$6.80
2	04-06	6.45	6.70	6.95
3	07-09	6.55	6.85	7.10
4	10-12	6.70	7.00	7.25
5	13-15 *	7.10*	7.35*	7.60*
6	16-18	7.25	7.55	7.80
7	19-24	7.80	8.10	8.35
8	25-30 **	9.20**	9.50**	9.80**
9	31-36***	10.70***	11.00***	11.30***
10	37-42	11.65	11.95	12.15
11	43-48	12.15	12.45	12.75
12	Over 48	13.20	13.50	13.80
Overscale Employees		0.40	0.30	0.30
Red Circle		14.15	14.50	14.85
		14.60	14.95	15.35
		15.05	15.50	15.95
		64		

\*Full-Time Start

\*\*Part-Time Cap

\*\*\* Second Part-Time Cap

(1) Effective 1/02/94, new hires and current part-time employees with less than nine (9) months of classification seniority (Pay Levels 1, 2, and 3), shall progress in accordance with classification seniority to Pay Level 8 (\*\*) only, except as provided below:

Effective 1/02/94, current part-time employees with more than nine (9) months of classification seniority (Pay Levels 4, 5, 6, 7, and 8) shall continue to progress and Cap at Pay Level 9 (\*\*\*) only, except as provided below:

(a) Employees who reach Pay Level 8 (\*\*) or Pay Level 9 (\*\*\*) and average 32 hours or more during months 28, 29, and 30 (\*\*), or months 34, 35, and 36 (\*\*\*), shall progress in accordance with classification seniority through Pay Level 12.

(b) Employees capped at Pay Level 8 (\*\*) with more than 30 months classification seniority, or employees at Pay Level 9 (\*\*\*) with more than 36 months of classification seniority who average 32 hours or more during any three (3) calendar month period shall, beginning with the first pay period of the fourth month, progress in accordance with classification seniority through Pay Level 12.

(2) (a) Employees who progress beyond Pay Level 8 (\*\*) or Pay Level 9 (\*\*\*), because of provisions of (1) (a) or (b) above, will become frozen in their then present Pay Level on the first pay period of the fourth month if they average less than 32 hours per week during any preceding three (3) calendar month period.

(b) Any employee frozen in accordance with the provisions of (a) above shall again progress through Pay Level 12 if, and when, that

employee again meets the requirements of (1) (b) above.

(3) Effective upon ratification, all employees who are moving through the wage brackets shall continue to be paid at their current rate of pay, and upon completion of their time in the current Pay Level shall move to the next higher wage rate in the new wage schedule (7/28/96), which is equal to or exceeds their current time in the Regular Clerk wage progression. Thereafter, they shall continue to progress under the terms of this Agreement.

C. SUPPLEMENTAL DEPARTMENTS (as defined in Section 7.4 (c))

GENERAL MERCHANDISE, BAKERY, FLORAL, BULK FOODS AND SALAD BAR CLERKS

Pay Level Months 11/07/1999 11/05/2000 11/04/2001

1	00-03	\$5.95	\$6.15	\$6.35
2	04-06	6.15	6.35	6.55
3	07-12	6.45	6.70	6.95
4	13-18	6.90	7.20	7.45
5	19-24	7.75	8.05	8.25
6	25-30	9.20 *	9.50 *	9.80 *
7	31-36	10.15	10.45	10.70
8	Over 36	11.00	11.30	11.60
Overscale Employees		0.40	0.30	0.30
Red Circle		11.70	12.00	12.30
		12.20	12.50	12.80
		13.20	13.50	13.80
		14.15	14.50	14.85
		15.05	15.50	15.95

\*Part-Time Cap

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FILE COPY

MINI-COMBO PHARMACY

Pay Level Months 11/07/1999 11/05/2000 11/04/2001

1	00-03	\$5.95	\$6.15	\$6.35
2	04-06	6.15	6.35	6.55
3	07-12	6.45	6.70	6.95
4	13-18	6.90	7.20	7.45
5	19-24	7.75	8.05	8.25
6	25-30	9.20 *	9.50 *	9.80 *
7	31-36	10.15	10.45	10.70
8	Over 36	11.00	11.30	11.60

Overscale Employees 0.40 0.30 0.30

\*Part-Time Cap

- (1) (a) New hires and current Part-time employees with less than twelve (12) months of classification seniority (Pay Levels 1, 2, and 3) shall progress in accordance with classification seniority and Cap at Pay Level 6 (\*) only, except as provided below:
- (b) Employees who reach Pay Level 6 (\*) above, who average 32 hours or more during months 28, 29, and 30, shall progress in accordance with classification seniority through Pay Level 8.
- (c) Employees capped at Pay Level 6 (\*) above, with more than 30 months classification seniority who average 32 hours or more during any three (3) month calendar period shall, beginning with the first pay period of the fourth month, progress in accordance with seniority classification through Pay Level 8.
- (2) (a) Employees who progress beyond Pay Level 6 (\*) because of the provisions of (a) above, will become frozen in their then present Pay Level on the first pay period of the fourth month if they average less than 32 hours per week during any preceding three (3) calendar month period.
- (b) Any employee frozen in accordance with the provisions of (2) (a) shall again progress

through Pay Level 8 if, and when, that employee meets the requirements of (c) above.

- (3) Effective upon ratification, all employees who are moving through the wage brackets shall continue to be paid at their current rate of pay, and upon completion of their time in the current Pay Level, shall move to the next higher wage rate in the new wage schedule (7/28/96), which is equal to or exceeds their current time in the Supplemental Clerk wage progression. Thereafter, they shall continue to progress under the terms of this Agreement.

**D. UTILITY CLERKS:**

<u>Pay Level</u>	<u>Months</u>	<u>11/07/1999</u>	<u>11/05/2000</u>	<u>11/04/2001</u>
1	00-03	\$5.65	\$5.85	\$6.05
2	04-06	5.85	6.00	6.20
3	07-12	6.00	6.20	6.40
4	Over 12	6.30	6.55	6.75
Overscale Employees				
		0.40	0.25	0.30
Red Circle				
		6.80	7.05	7.35
Red Circle				
		8.30	8.55	8.85

**E. BAKERY DEPARTMENT**

<u>HEAD BAKERY SALES</u>	<u>11/07/1999</u>	<u>11/05/2000</u>	<u>11/04/2001</u>
	\$11.35	\$11.65	\$11.90

**BAKERS**

<u>Pay Level</u>	<u>Months</u>	<u>11/07/1999</u>	<u>11/05/2000</u>	<u>11/04/2001</u>
1	00-06	\$7.00	\$7.25	\$7.45
2	07-12	8.00	8.25	8.45
3	13-18	9.00	9.25	9.45
4	19-24	9.50	9.75	9.95
5	25-30	10.00	10.25	10.45
6	31-36	10.50	10.75	10.95
7	37-42	11.00	11.25	11.45
8	Over 42	12.00	12.30	12.60
Journeyman Baker				

**CAKE DECORATORS**

<u>Pay Level</u>	<u>Months</u>	<u>11/07/1999</u>	<u>11/05/2000</u>	<u>11/04/2001</u>
1	00-06	\$6.50	\$6.75	\$6.95
2	07-12	7.50	7.75	7.95
3	13-18	8.50	8.75	8.95
4	19-24	9.50	9.75	9.95
5	25-30	10.00	10.25	10.45
6	31-36	10.50	10.75	10.95
7	37-42	11.00	11.25	11.45
8	Over 42	11.50	11.80	12.10

Journeyman Cake Decorator

**DONUT FRYER**

<u>Pay Level</u>	<u>Months</u>	<u>11/07/1999</u>	<u>11/05/2000</u>	<u>11/04/2001</u>
1	00-06	\$7.00	\$7.25	\$7.45
2	07-12	7.25	7.50	7.70
3	13-18	7.50	7.75	7.95
4	19-24	7.75	8.00	8.20
5	25-30	8.00	8.25	8.50

**CONTRACT ADDENDUM**

Between

**DOMINICK'S FINER FOODS**

and

**LOCALS 881 and 1540 UFCW**

This "Contract Addendum" between Dominick's Finer Foods and United Food and Commercial Workers Union, Locals 881 and 1540, shall be applicable to the Employer's Custodial/Floor Maintenance Department. In addition to the "Master Collective Bargaining Agreement", the following provisions shall be applicable to the employees who are under the Collective Bargaining Agreement and who are presently working in the Custodial/Floor Maintenance Department.

**1. ARTICLE I - INTENT AND PURPOSE**

The Company recognizes the Union as the sole collective bargaining agency for all of the employees, as hereinafter set forth, employed at Dominick's Finer Foods, Inc. in the Floor Maintenance Unit, consisting

of; Custodians, Mechanics, and Drivers within the geographical jurisdiction of the Union.

## 2. ARTICLE II - COVERAGE

The term "Company", as used in this Agreement, shall refer and relate to the Dominick's Floor Maintenance Unit as certified by the National Labor Relations Board (N.L.R.B.) in case #13RC 13881, which is currently located at 555 Northwest Avenue, Northlake, Illinois.

The term "employees", as used in this Agreement, shall include those employees who are actively engaged in custodial/floor maintenance work of Dominick's Finer Foods, Inc., in leased and/or licensed departments and all concession departments who are employed by Dominick's Finer Foods, Inc.

## 3. ARTICLE VII - SENIORITY

For vacation purposes only, seniority shall be defined as the length of continuous employment with the Employer. Seniority within the Custodial/Floor Maintenance Department shall be defined as the length of continuous employment within said department, and shall begin with the employee's last date of employment therein. Seniority may be broken only by quitting, justifiable discharge, or failure to return to work in accordance with the terms of a leave of absence or recall from layoff.

- A. The principle of seniority shall apply in cases of layoffs or reduction of hours for and within the Custodial/Floor Maintenance Department.
- B. An employee who is to be laid off may claim the hours worked by less senior employees within his classification within the Custodial/Floor Maintenance Department only. If the hours claimed involve work which the employee has not previously performed, then the Employer shall offer the employee a reasonable period of training.

Any job which would move an employee to a higher seniority classification, within the Custodial/Floor Maintenance Department only, shall be deemed a promotion. For purposes of promotion, seniority shall be applied as follows:

- A. Seniority shall be departmental wide and within Local Union jurisdiction.
- B. If, and when openings occur, the Company agrees to post jobs on the bulletin board for a period of five (5) working days, and will notify each employee in writing.
- C. Promotion to positions of Mechanic/Driver or quasi-authoritative personnel, shall be determined by the Employer.

All positions, not filled in accordance with the paragraph above, shall be offered to employees on layoff status in accordance with seniority.

The Employer will not hire new employees until the above procedures have been complied with.

## 4. ARTICLE VIII - WORKING HOURS AND OVERTIME

Established crews, having two (2) or more employees, the one who has responsibility for those employees and their work shall receive, in addition to their hourly rate of pay, a premium of twenty-five (.25) cents per hour.

**PART-TIME EMPLOYEES:** Twenty-four (24) hour stores shall have no more than two (2) part-time employees. All other stores shall utilize no more than one (1) part-time employee where needed.

For purposes of Section 8.12A, Custodial/Floor Maintenance Department employees shall be considered as a separate seniority group and job classification.

5. **ARTICLE IX - WAGES**

Effective November 7, 1999, all Mechanics and Mechanics/Drivers shall receive a premium of sixty-five (.65) cents per hour above their regular rate of pay.

6. **ARTICLE XI - VACATIONS**

Vacation requests must be turned into the Custodial/Floor Maintenance office (in writing) by April 1st to claim seniority rights, and may be taken any time during the year. No employee shall be compelled to take a vacation at a time not mutually agreed upon. Likewise, once agreed, within thirty (30) days of posting, the employee or the Employer may not change his or her vacation without mutual agreement.

7. **ARTICLE XVII - UNION ACCESS TO STORES**

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

8. **ARTICLE XVIII - NEW STORE OPENINGS/STORE CLOSINGS**

If the Custodial/Floor Maintenance Department is closed, Section 18.2 through Section 18.15 of Article XVIII shall be applicable to those employees impacted by the closing of this department.

9. **ARTICLE XIX - GENERAL**

No supervisor shall be allowed to perform duties normally done by bargaining unit employees except in cases of emergency.

A supervisor or foreman shall have the right to obtain and transport parts or equipment to the job site where it becomes necessary in furtherance of completing repairs or replacements. The job classification of the employee remaining at the site shall, in no respect, be affected by the absence of the supervisor or foreman.

10. **MISCELLANEOUS ITEMS**

A. The Union and the Employer agree that, for vacation purposes only, Custodial/Floor Maintenance employees who are regularly scheduled overtime, shall have the overtime computed into their vacation pay. "Regularly scheduled" shall be defined as more than fifty percent (50%) of the weeks within a calendar year in which overtime is worked.

B. **Custodian Duties**

The Union and the Employer agree to the following duties for Maintenance Department Custodians:

1. Floors, edges, baseboards and sales area;
2. Clean fronts and bases of cases;
3. Clean behind and under displays and end freezers;
4. Vacuum and dust vents and tops of freezers;
5. Clean windows, doors in vestibules, and doors to backrooms;
6. Clean Manager's office;
7. Clean drinking fountains (daily);
8. Sweep sales area floors as needed;
9. Clean lunchroom floor, tables, chairs, sinks, machines, water fountains, and empty garbage containers;
10. **Clean restrooms:** Floors, walls, toilets, sinks, mirrors, empty garbage containers, fill all soap containers, toilet paper holders, paper towel holders, and deodorant block holders;
11. Clean Courtesy Booth floor, as needed;
12. Bakery workroom floor, once a week, or as needed;
13. Produce room, once a week;
14. Clean behind meat counter, once a day;
15. Clean outside areas, as requested by Manager;
16. Maintain machine and report needed repairs to

- Store Manager so he can call the office;
17. Clean Grocery backroom floor, once a week;
  18. Maintain brooms, buckets, mops, etc., and keep Custodians' room neat and orderly;
  19. Order needed equipment and supplies through your Store Manager.

**C. Relationships**

Relationships between Store Manager, Custodian, and Area Foreman:

1. Custodian works under the supervision of the Store Manager;
2. The Store Manager walks the store with the Custodian daily, and makes lists of work to be done;
3. Area Foreman should review his observation with the Store Manager and Custodian upon each visit.

Custodians may not be used for stocking, bagging, or rounding-up carts.

**D. Driver-Mechanic Duties**

1. Pick up the truck at the Main Warehouse and report to the Custodial/Floor Maintenance Department;
2. Load the truck with:
  - a) Supplies from stock transfers;
  - b) Check and replace any inventoried parts needed to repair scrubbers;
3. Drivers must inform the Employer of their location at all times;
4. Pick up buffers from the stores that were waxed the night before;
5. Deliver wax, buffer, and other supplies as needed:
  - a) It is imperative that the drivers check the scrubber completely to ensure it is in good working condition, and make repairs as needed;
  - b) Check the buffer for external damage;
6. Take care of any scrubber calls that may come in that day:
  - a) Bring scrubber machines that cannot be repaired in the store to the Custodial/Floor

Maintenance Department and pick up a loaner and bring it to that store.

7. Prepare work orders describing problems with the scrubber, time spent to repair it, list parts and part numbers of any material used.
8. The drivers are to do P.M. "preventative maintenance" upon completion of their daily assigned schedule.
9. When the drivers return to the Main Warehouse, they are to clean out the truck, fill it with gas, and lock it.

**CUSTODIANS**

Pay Level	Months	11/07/1999	11/05/2000	11/04/2001
1	00-03	\$6.25	\$6.55	\$6.80
2	04-06	6.45	6.70	6.95
3	07-09	6.55	6.85	7.10
4	10-12	6.70	7.00	7.25
5	13-15	7.10	7.35	7.60
6	16-18	7.25	7.55	7.80
7	19-24	7.80	8.10	8.35
8	25-30	9.20 *	9.50 *	9.80 *
9	31-36	10.50	10.70	10.90
10	37-42	12.00	12.30	12.60

Overscale Employees      \$0.40      \$0.30      \$0.30

Red Circle	12.15	12.45	12.75
Red Circle	12.35	12.80	13.25
Red Circle	13.20	13.50	13.80

**\*Part-Time Cap**

- (1) New hires and current part-time Custodial employees shall progress in accordance with classification seniority to Pay Level 8 (\*) only, except as provided below:
  - (a) Employees who reach Pay Level 8 (\*) and average 32 hours or more during months 28, 29, and 30 (\*), shall progress in accordance with classification seniority through Pay Level 12.
  - (b) Employees capped at Pay Level 8 (\*) with more than 30 months of classification seniority

ty, who average 32 hours or more during any three (3) calendar month period shall, beginning with the first pay period of the fourth month, progress in accordance with classification seniority through Pay Level 12.

- (2) (a) Employees who progress beyond Pay Level 8 (\*) because of provisions of (1)(a) above, will become frozen in their then present Pay Level on the first pay period of the fourth month if they average less than 32 hours per week during any preceding three (3) calendar month period.
- (b) Any employee frozen in accordance with the provisions of (a) above shall again progress through Pay Level 12 if, and when, that employee again meets the requirements of (1)(b) above.
- (3) Effective upon ratification, all employees who are moving through the wage brackets shall continue to be paid at their current rate of pay, and upon completion of their time in the current Pay Level shall move to the next higher wage rate in the new wage schedule (7/28/96), which is equal to or exceeds their current time in the Custodial/Floor Maintenance wage progression. Thereafter, they shall continue to progress under the terms of this Agreement.

#### MECHANICS

Premium over the Custodian Rates 11/07/1999 \$0.65

#### HEALTH & WELFARE

Local 881 members covered by the Midwest Health Benefits Fund should send insurance claim information directly to:

**Midwest Health Benefits Fund**  
1300 West Higgins Road, Suite 300  
Park Ridge, Illinois 60068-5767  
(847) 384-7000

#### Workers' Comp. Questions

Local 881 members with inquiries regarding Workers' Compensation, on-the-job injuries and any matter that requires specialized work-related legal counsel can contact (at no charge) attorney **Joshua Karmel** at the law firm of Karmel and Gilden in Chicago, Illinois at (312) 641-2910 or toll-free at (800) 543-3984.

#### Union Rights Card

I refuse to submit to this interrogation because I fear that I will suffer severe discipline or termination of my employment and I demand my right to have Union Representation present on my behalf before this proceeding continues and if my demand is not acknowledged, then I refuse to participate in this process.

**Exercise Your Rights. Call The Union!**

*(Clip & keep this card with you.)*

#### Request for Union Withdrawal

Fill out this form when your employment will be interrupted or terminated for 30 days or more, in order to receive a withdrawal card and avoid paying a costly reinstatement fee upon your return. All dues must be paid up to the end of the month in which the withdrawal card request was made. Please note that our Data Processing Dept. inputs requests on the 5th day of each month in accordance with our dues billing system. Members making requests after this date will be required to pay dues for the remainder of that month. Once your withdrawal request is accepted, your withdrawal card will be mailed within one month of your last day of work. Mail to: Local 881 UFCW, Attn: Data Processing, 122 W. 22nd St., Oak Brook, IL 60523-1575. Last Day Worked \_\_\_\_\_

Date \_\_\_\_\_ SSN \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone (\_\_\_\_) \_\_\_\_\_  
Employer's Address \_\_\_\_\_  
Reason for Leaving \_\_\_\_\_