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10-3-1971

Rice Food Markets, Inc. and Retail Clerks Union, AFL-CIO, Local 455 (1971)

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Rice Food Markets, Inc. and Retail Clerks Union, AFL-CIO, Local 455 (1971)

Location Harris Co., TX; Galveston Co., TX; Montgomery Co., TX Effective Date 10-3-1971

Expiration Date 9-7-1974

Number of Workers Unknown

Employer

Chain Store Operators, Independent Retail Meat Markets and Retail Fish and Poultry Dealers

Union Retail Clerks Union

Union Local 455

NAICS 44

Sector P

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Comments

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RETAIL CLERKS UNION LOCAL NO. 455

6001 Gulf Freeway

Unit - B

Building - B Suite - 129

(713) 928-5791

Houston, Texas 77023



AGREEMENT WITH RICE FOOD MARKETS, INC.

UNION ALABEL 1

AGREEMENT

BETWEEN

RICE FOOD MARKETS, INC.

AND

RETAIL CLERKS UNION, LOCAL NO. 455

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AGREEMENT

This Agreement entered into this _____ day of ______, 1972, by and between Rice Food Markets, Inc., hereinafter referred to as the "Employer", and Retail Clerks Union, Local No. 455, chartered by the Retail Clerks International Association, AFL-CIO, hereinafter referred to as the "Union".

It is the intent and purpose of the Employer and the Union to promote and improve labor management relations between them and to set forth herein the basic terms of agreement covering wages, hours, and conditions of employment to be observed.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desires in promoting efficient conduct in business and providing for the orderly settlement of disputes between the, the parties to this Agreement agree as follows:

ARTICLE 1. RECOGNITION OF THE UNION AND BARGAINING UNIT

A. The Employer recognizes the Union as the sole collective bargaining agent with respect to work, rates of pay, hours, and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows:

> All employees in the Employer's retail food stores in Harris, Galveston, and Montgomery Counties, Texas, excluding store managers, assistant store managers, produce managers, management trainees, all meat department employees, office clerical employees who work separately and apart from the retail food stores, professional employees, guards, watchmen and supervisors as defined in the L.M.R.A., as amended.

B. The Employer agrees not to enter into any agreement or contract with the employees, written or oral, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 2.

UNION STORE CARD

The Union agrees to issue Union Store Cards to the Employer under the rules governing Union Store Cards as set forth in the Constitution of the Retail Clerks International Association. Such Union Store Cards are and shall remain the property of said International Association, and the Employer agrees to surrender said Union Store Cards to an authorized representative of the Union upon demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union Store Cards will be displayed in all stores covered by this Agreement.

ARTICLE 3.

UNION SECURITY

A. During the life of this Agreement, the Employer shall deduct initiation fees and regular monthly dues from the first (1st) pay of each month of the employees who are members of the Union and who individually and voluntarily certify in writing on the Check-Off Authorization Form for such deductions. Such authorization shall be binding on the employees for the duration of this Agreement unless the authorization is revoked in accordance with the provisions of the Taft-Hartley Act of 1947, as amended. The Union shall certify in writing a list of its new members, together with signed authorization cards, with an itemized list of such initiation fees and dues to be deducted from such members.

The Employer shall promptly remit all sums deducted in this manner to the Union. Timing for such deductions may be worked out locally between the Employer and the Union.

B. If there should be a change in the law permitting a Union Security Clause, the following shall to the extent permitted by law be effective as part of this Agreement beginning upon the earliest date permitted by such enabling legislation.

C. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective 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 effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this paragraph (C.) only, the effective date of this Agreement as referred to above shall be determined in accordance with the provisions of paragraph (B.) above.

D. The Employer may secure new employees from any source whatsoever. During the first thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

E. The Employer agrees to notify the Union in writing within thirty (30) calendar days from the date of employment of the name and address of each new employee, his Social Security number, position for which he will be employed, date of employment, and starting rate of pay. The Employer agrees to apply to such new employees the wage scale, hours and other conditions of employment set forth in this Agreement.

F. Within the first forty-eight (48) hours of employment of a new employee, the manager of the retail establishment shall explain to the new employee that he has the right to join the Union and shall introduce such new employee to the store steward or business representative during working hours and shall give the store steward or business representative time to explain the Union contract, to answer any questions, and to sign the new employee for Union membership. (This time not to exceed ten (10) minutes.)

ARTICLE 4.

DISCHARGE AND DISCRIMINATION

A. The Employer shall not discriminate against an employee for upholding Union for inciples, serving on a committee of the Union or any organization affiliated therewith.

B. An employee may be discharged for proper cause, and the Employer shall give notice in writing of such discharge to the Union. The Employer shall not discharge any employee without proper cause and shall give at least one (1) written warning notice of the specific complaint or complaints against such employee to the employee and to the Union, except that no warning notice need be given to an employee, before discharge, if the cause of such discharge is dishonesty, drunkenness, falsification of application for employment (discharge for falsification of application of employment must be within sixty (60) days from date of hire), recklessness resulting in a serious accident while on duty, or refusal of any employee to accept a job assignment.

Warning notices shall be void after six (6) months from date of issue.

The Union may thereupon file a written complaint with the Employer within seven (7) days after the Union receives notice of such discharge. Said complaint must be taken up within seven (7) days from the date it is filed with the Employer, by the Union's representative and the Employer's designated representative, and it may be referred to the Board of Arbitration in the event the Union and the Employer's designated representative fail to reach an agreement. Should the Board determine that it was an improper discharge, the Employer shall reinstate the employee in accordance with the finding of the Board of Arbitration.

C. Upon receipt by the Union from the Employer of a warning notice or Corrective Action Record, an employee who feels that such charge was unfair or unwarranted shall have fifteen (15) days from receipt by the Union of such notice, to file a grievance concerning the Employer's action.

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ARTICLE 5.

SENIORITY

A. DEFINITION:

 Seniority shall be defined as the length of continuous service of the employee with the Employer from the employee's last date of hire and no employee shall suffer loss of seniority by reason of approved leave as defined in this Agreement.

2. No employee shall acquire any seniority rights until the employee has been in the bargaining unit thirty (30) days, and provided further that after thirty (30) days, the seniority date shall revert to the date the employee entered the bargaining unit.

3. Seniority shall be by classification as shown in the wage schedule of this Agreement. Full-time seniority shall be on a store, zone or district, city and contractual basis in the Houston area, and in other areas, full-time seniority shall be on a store, city, zone and district, and contractual basis.

4. Part-time seniority shall be on a store basis. Part-time employees transferred at the request of the Employer shall retain their seniority in their new store.

B. SENIORITY LISTS:

Separate seniority lists of full-time and part-time employees shall be established and maintained and such records shall be available to the Union at all times.

C. CHOICE OF SCHEDULES AND HOURS:

1. Employees by classification and job assignment shall be entitled to a choice of a total weekly schedule by seniority. This claim must be made by 12:00 Noon Saturday after the posting of the schedule for the succeeding week's hours of work. An employee shall be permitted to exercise his or her claim for a weekly schedule only once in every ninety (90) days. Such schedule shall not be arbitrarily or capriciously changed by the Employer.

 Full-time employees by classification within a store and where the employee is qualified to do the work available, will be given the weekly schedule with the most hours by seniority.

3. Part-time employees by classification with the most seniority within a store and where said employee is qualified to perform the work and is available will be given the remaining schedules with the most hours.

4. Where additional hours in a store become necessary to schedule due to employee's absence, increase volume, etc., it will be done by seniority as defined in this Article within the terms of this contract. Employees will not necessarily be called in unless the additional hours exceed four (4) hours or more or the additional hours would run into overtime.

5. Any grievances arising out of scheduling must be presented by 4:00 P.M. on Saturday of the week the schedule is posted by the employee involved; otherwise, said employee will be deemed not to have a valid grievance.

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6. In a general lay-off or where inequities exist, the Employer and the Union will meet and such arrangements worked out will be final and binding on all parties.

 Part-time employees shall be given preference for full-time employment over applicants with no previous experience with the Employer.

 The Employer agrees not to schedule two (2) employees where one (1) could be scheduled to do the work available and said employee is qualified and available.

D. LAY-OFF, RECALL AND VACATIONS:

 Seniority by classification shall apply in lay-off and recall provided the senior employee retained can perform the work available.

 Seniority shall apply in choice of vacation time. Employee's vacation choice will be granted as long as the number of employees off at any one time does not interfere with the efficient operation of the store.

E. <u>SUNDAY AND HOLIDAY ROTATION</u>: Sunday and holiday work shall be rotated among qualified employees who indicate in writing that they are available to work on a continuing basis. Where additional employees are needed, the junior employees must work in inverse seniority order by store.

F. TRANSFERS:

 In the matter of promotions or transfers from one type of work to the other, the Employer shall have the right to exercise his final judgment after giving due regard to seniority.

2. In the matter of transfers from one store to another, the Employer shall have the right to determine whether the employees in that job classification are qualified for the available assignment. All circumstances being relatively equal, the job shall be offered to the most senior employees. In the event that the most senior employees refuse the transfer, the junior employees will be transferred.

G. LOSS OF SENIORITY: Seniority will be broken if an employee:

1. Quits.

2. Is discharged for just cause.

3. Is laid off continuously for a period of more than six (6) months.

4. Fails to return to work after being recalled by the Employer by registered letter to his last known address and does not report for work within one (1) week (7 calendar days) from date of his registered letter.

5. Fails to return to work upon completion of a leave of absence as defined in Article 12.

ARTICLE 6.

WORKING CONDITIONS

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A. <u>WORK WEEK</u>: The work week shall consist of not more than forty (40) hours to be worked in not more than five (5) days, Monday through Saturday in a regular week and thirty two (32) hours to be worked in not more than four (4) days, Monday through Saturday, in a holiday week. The days are not necessarily consecutive. B. WORK DAY:

1. The basic work day for all employees before overtime shall be eight (8) hours

per day.

2. There shall be no split shifts worked or scheduled for employees.

C. <u>OVERTIME AND SUNDAY RATE</u>: Overtime at the rate of time and one-half (11) will be paid for all hours worked in excess of the work week or work day as set forth in A and B above, but in no case on both. Time and one-half (11) will be paid for work performed on the sixth (6th) day worked in the work week, and for work performed on Sunday; however, j. no event shall the same hours be used twice in computing premium time and/or overtime.

D. <u>DAILY GUARANTEE</u>: All employees who are instructed and do report for work shall be guaranteed at least four hours work or pay in lieu thereof except school students on schuduled school days who are not available or less than four (4) hours remain in the work day. E. HOLIDAY RATE:

1. All work performed on a holiday shall be paid for at the premium rate of time and one-half $(1\frac{1}{2})$ the employee's straight time rate of pay and shall be in addition to any holiday pay the employee is entitled to under the contract.

2. Employees not eligible for holiday pay will be paid time and one-half $(1\frac{1}{2})$ for hours worked on the holiday.

F. NIGHT PREMIUM:

1. Full-time employees shall receive a night premium of twenty-five cents (\$.25) per hour for all hours worked from 6:00 P.M. to 6:00 A.M., except on Saturday the night premium shall apply for hours worked from 7:30 P.M. to 7:30 A.M.

2. Part-time employees (except courtesy clerks) shall receive a night premium of twenty-five cents (\$.25) per hour for all hours worked from 6:30 P.M. to 6:30 A.M., except on Saturday the premium shall apply from 7:30 P.M. to 7:30 A.M.

G. <u>SCHEDULED DAY OFF</u>: An employee (who works thirty-two (32) or more hours per book) who is required to work on a scheduled day off will receive time and one-half (1½) for all work performed on that day. The scheduled day off is the one posted on Friday, or any allow ed revisions thereof. In order to receive the premium pay, the employee must work the basic work week.

H. TIPS: Employees shall be allowed to keep all tips.

1. <u>TRANSPORTATION ALLOWANCE</u>: Employees shall not be required to furnish their own transportation to conduct any business of the Employer. Employees who are authorized to use their own transportation to conduct any business of the Employer shall be reimbursed at the rate of ten cents (\$.10) per mile.

J. WORK SCHEDULE:

1. The hours for each employee shail be scheduled by the Employer. A schedule for employees shall be posted by 4:00 P.M. on Friday for the succeeding week and such

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schedule will not be changed during the week unless such requirement is necessitated because of sickness or emergencies ("emergency" means strike, fire, flood, etc.). Employees' schedules will not be changed to avoid the payment of overtime except as allowed herein.

 The schedule shall be posted in ink or other permanent type printing and shall show the last name and initial of the employee, the employee's starting time and quitting time, and scheduled days off.

K. <u>SHIFT INTERVAL</u>: The employee will be given eight (8) hours off duty between scheduled shifts.

L. <u>MEAL PERIOD</u>: Employees who are scheduled to work more than four (4) hours in a day shall be granted one (1) hour without pay for meal period. Such meal period will be scheduled daily and as near the middle of the work shift as possible. A meal period of less than one (1) hour, but not less than one-half $(\frac{1}{2})$ hour, may be granted when it is agreeable with both the employee and the store manager.

M. <u>REST PERIODS</u>: Employees working four. (4) hours but less than seven (7) hours in a work day shall receive one (1) fifteen (15) minute rest period. Employees working seven (7) or more hours in a work day shall receive two (2) fifteen (15) minute rest periods during the work day; ore in the first part of the work day and the other in the second part of the work day. Employees working ten (10) or more hours in a work day shall receive three (3) fifteen (15) minute rest periods.

ARTICLE 7.

WAGES

A. Rates of pay for job classifications now set forth in this Agreement shall be not less than as set forth in Schedule "A" attached hereto and made a part of this Agreement.

B. When an employee works less than a full week, payment for the time worked shall be computed by multiplying the hourly rate by the actual number of hours worked.

ARTICLE 8.

HOLIDAYS

A. <u>RECOGNIZED HOLIDAYS</u>: The following shall be considered as holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or days regularly celebrated in lieu thereof, and the employee's birthday and (effective January 1, 1972) the employee's anniversary date of employment. The employee's birthday and anniversary date of employment will be considered as holidays as set forth below.

B. <u>ELIGIBILITY</u>: Employees who are absent of their own accord on either their scheduled work day preceding or their scheduled work day following the holiday shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive holiday pay, provided he or she worked any part of the holiday week.

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C. BIRTHDAY AND ANNIVERSARY HOLIDAYS: Employees will be given their birthday and anniversary date of employment off as paid holidays under conditions prescribed for holidays, provided however, when an employee's birthday or anniversary date of employment falls in another holiday week, it will be colebrated in the first non-holiday week following. Where an employee's birthday or anniversary date falls on Sunday, another day off with pay will be given during this week.

D. HOLIDAY PAY:

1. FULL-TIME: During a week in which one of the above holidays occur, fulltime employees who work their scheduled work day preceding and their scheduled work day following the holiday shall receive eight (8) hours pay in addition to the hours worked.

2. PART-TIME: A part-time employee who has worked in twelve (12) or more weeks shall be entitled to holiday pay for the holidays set forth in Paragraph A above, provided he was scheduled for work in the holiday week and worked his scheduled hours in the holiday week. Employees who are absent of their own accord during a holiday week shall be paid only for the hours actually worked except where absence is caused by proven illness or is excused by the Employer, the employee shall receive the holiday pay provided he or she worked any part of the holiday week. Holiday pay shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week on the following basis:

Average Hours Worked

Holiday Pay

4 hours

20 hours or less Over 20 hours but less than 32 hours 6 hours

E. EXTRA DAY: If a holiday occurs during an employee's vacation, he shall be given an exfra day off with pay or receive pay in lieu thereof where such is agreeable to the employee and the Employer.

ARTICLE 9.

VACATIONS

1. ELIGIBILITY:

A. A full-time employee will be eligible for a one-week vacation as of the first anniversary date of continuous full-time service, provided he has completed one (1) year of continuous full-time service as of that date.

B. After qualifying for his first one-week vacation, a full-time employee who has completed one (1) year of continuous full-time service (but less than three years) prior to January 1 is eligible for a one-week vacation as of January 1.

C. A full-time employee will become eligible for a second week of vacation as of the third anniversary of his beginning date of continuous full-time service provided he has completed three years of continuous full-time service as of that date.

D. After qualifying for his first two-week vacation, a full-time employee who has

completed three (3) years of continuous full-time service prior to January 1 is eligible for a two-week vacation as of January 1.

E. A full-time employee will become eligible for a third week of vacation as of the eighth anniversary of his beginning date of continuous full-time service provided he has completed eight (8) years of continuous full-time service as of that date.

F. After qualifying for his first three-week vacation, a full-time employee who has completed eight (8) years of continuous full-time service prior to January 1 is eligible for a three-week vacation as of January 1.

G. A full-time employee will become eligible for a fourth week of vacation as of the eighteenth (effective January 1, 1974, the fifteenth) anniversary of his beginning date of continuous full-time service provided he has completed eighteen (effective January 1, 1974, fifteen) years of continuous full-time service as of that date.

H. After qualifying for his first four-week vacation, a full-time employee who has completed eighteen (18) years (offective January 1, 1974, fifteen (15) years) of continuous full-time service prior to January 1 is eligible for a four-week vacation as of January 1.

2. VACATION PAY:

 Employees will be paid their straight time earnings for their basic work week.

B. Vacation pay will be paid in advance.

3. GENERAL PROVISIONS:

A. Vacations must be scheduled in the calendar year as due. No employee shall be given pay in lieu of vacation.

B. If an employee qualifies for a one, two, or three week vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, he may take his earned vacation early or wait and take his cumulative earned vacation later in the year.

4. SEPARATIONS:

If an employee who has not taken the vacation which he has earned by reason of his service leaves (regardless of whether he gives notice), goes into military service or is separated for any reason other than confessed or proven dishonesty, he shall receive his vacation pay at the time of leaving.

5. EFFECT OF LEAVES OF ABSENCE:

Leaves totaling 90 days or less in any calendar year shall not affect vacation earned in that year; leaves totaling more than 90 days but not over 180 days shall reduce

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vacation and vacation pay by one-fourth; leaves totaling more than 180 days but not over 270 days shall reduce vacation and vacation pay by one-half; leaves totaling more than 270 days shall disqualify for vacation.

6. PART-TIME:

A. A part-time employee shall be granted a vacation under the same general rules as provided for full-time employees except that the maximum vacation shall be two (2) part-time weeks and part-time vacation will be figured on the number of hours in the vacation qualifying year divided by fifty-two (52).

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

ARTICLE 10.

SEPARATION PAY

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A. A full-time employee with more than six (6) months regular service who is discharged for incompetence or is permanently separated due to discontinuance of the job, store closing or reduction in force, shall be given one week's notice or one week's pay in lieu of notice. An employee separated during a week for any of these reasons is entitled to pay through the day he was told of his dismissal, plus pay for one additional week, which, at the option of the Employer may either be worked out or paid in lieu of notice.

ARTICLE 11.

FULL-TIME EMPLOYEE

Definition of a full-time employee will apply where full-time employee appears in this Agreement.

A. An employee will be classified as a "full-time" employee at the end of any twelve (12) consecutive work weeks during which his average hours worked per week equal or exceed 80% of the hours in the basic work week for his classification.

B. Time not worked because of a holiday shall be counted as time worked towards qualification as a full-time employee, regardless of whether or not the employee is entitled to holiday pay.

C. For an employee who meets the aforesaid requirements, continued service as a full-time employee shall be dated back to the first day worked in the first of the twelve (12) qualifying weeks.

D. Once an individual has qualified as a full-time employee, he shall be removed from full-time status only:

1. If he is discharged.

2. If he quits voluntarily, or becomes unavailable for full-time work

3. If he is permanently laid off due to elimination of job.

4. If he has been reduced, at his voluntary written request, to less than half-time work for one full 4-week accounting period. Upon receipt of such request the employee shall be notified of the date on which his full-time status and benefits will be terminated, provided he does not return to full-time work in the meantime.

5. If prior to completion of two years of service as a full-time employee, he has worked less than half-time or has been laid off in 10 or more weeks in 3 consecutive periods, including the last 2 weeks of the most recent period.

6. If after completion of two years of service, as a full-time employee, he has worked less than half-time or has been laid off in 20 or more weeks in 6 consecutive periods, including the last 2 weeks of the most recent period.

E. If separated from full-time status in accordance with the preceding paragraph, the employee has suffered a break in service which cannot be bridged or eliminated by subsequent employment. To qualify as a full-time employee, he must again meet the requirements set forth in the first paragraph.

F. A day student averaging 80% or more of the basic work week during the summer will be retained on a probationary basis until October 15. If he is still working at that time, has met all requirements for classification as a full-time employee, and is currently averaging 50% or more of the basic work week, he shall be classified as a full-time employee, his beginning date of continuous service shall be dated back to the beginning of his qualifying service as defined in the preceding paragraph.

ARTICLE 12.

LEAVES OF ABSENCE

A. <u>PREGNANCY</u>: An employee who has had one (1) year of continuous service will be granted a leave of absence upon her written request supported by a statement from a physician certifying that the employee is pregnant and the anticipated birth date. Such leave shall expire not later than three (3) months after birth or miscarriage unless the employee requests in writing an extension of the leave, supported by a doctor's certificate certifying that such an extension is necessary but in any case the leave of absence shall not be extended more than an additional three (3) months. Two (2) weeks before the expiration of a pregnancy leave, the employee shall notify the Employer that she will be available for work at the expiration date of her leave and will have a doctor's release at that time unless she requests an extension as provided above.

B. <u>SICKNESS OR INJURY:</u> A leave of absence because of sickness or injury not to exceed ninety (90) days shall be granted to an employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time for a cumulative total of one (1) year, if requested and granted in writing supported by proper medical evidence prior to each expiration.

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C. <u>PERSONAL LEAVE</u>: Any employee with six (6) months or more of service with the Employer may be granted at the convenience of the Employer and the employee a personal leave of absence, without pay, not to exceed thirty (30) days.

D. <u>UNION BUSINESS</u>: The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided the Employer is given at least seven (7) days notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.

E. REQUIREMENTS:

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1. Any employee desiring a leave of absence from the job shall secure written permission from the Employer with a copy to the Union, the length of absence to be agreed upon by the Employer and the employee. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved. Inability to work because of sickness or injury shall not result in the loss of seniority rights.

2. Time spent on leave of absence will not be counted as time worked for the purpose of wage computation or other benefits, except as otherwise provided herein, and will not result in loss of seniority. In case of a pregnancy leave, seniority shall be retained but shall not accrue during the period of such pregnancy leave. Failure to report back to work at the end of a leave of absence shall result in employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except a case where such employee works for the Union.

F. MILITARY LEAVE:

 An employee who enlists or is inducted into military service shall be returned to his job and retain his seniority under the provisions of the Federal Selective Training Act.

 Any employee who is required to report for duty with the National Guard or with any Reserve of any branch of the military shall not be required to take his vacation at that time.

G. JURY DUTY AND APPEARANCES:

1. In case an employee is known to have served on any duly constituted jury, or to have been subpeoned as a witness, he shall be paid for hours necessarily absent from work. Employees who assume responsibility of citizenship by serving in such capacity will he privileged to retain jury or witness fees in addition to their pay, but this privilege so far as jury fees are concerned will be extended only once in any three successive years.

2. Any employee required to appear in legal proceedings on behalf of the Employer shall be paid for any time necessary for that purpose, including travel time to

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the proceeding from the store, and shall be reimbursed for parking fees resulting from parking for such proceeding. Parking receipt must be presented to receive reimbursement.

H. <u>FUNERAL LEAVE</u>: If a member of an employee's immediate family shall die, said employee shall be paid for a reasonable period of absence depending upon the circumstances but not to exceed a maximum of three (3) scheduled work days. The term "immediate family" shall mean spouse, parent, child, brother, sister, grandchildren, grandmother, grandfather, father-in-law, mother-in-law, or any relative residing with the employee.

ARTICLE 13.

GENERAL PROVISIONS

A. <u>UNIFORMS</u>: Any uniform required by the Employer to be worn by the employees shall be furnished by the Employer. Female employees shall be furnished uniforms of dacron, or similar type material, by the Employer. Female employees shall be responsible for the maintenance of the uniforms furnished.

B. <u>BULLETIN BOARD</u>: The Employer will provide a bulletin board in each store. The Union may post notices necessary for conducting Union business on such boards.

C. <u>CHARITABLE CONTRIBUTIONS</u>: Charitable contributions will be on a voluntary basis.

D. <u>STORE MEETINGS</u>: Store meetings called by the Employer at which employee attendance is required shall be considered hours worked and paid for accordingly.

E. <u>VOTING TIME</u>: Texas Law regarding employee's time off for voting shall be followed.

F. RECORDING OF TIME WORKED:

 Employees will be responsible for punching and signing their own time cards and will be paid in accordance with the time records on such cards. Employees failing to follow the proper procedure regarding the cards will be subject to discipline.

2. When an employee fails to record time on his time-card, or when the time clock records an error on the employee's card, the employee shall report such failure or error to the store manager or his designate who shall insert the proper time in ink on the card and initial it, and the employee shall also initial said card.

ARTICLE 14.

UNION RIGHTS

A. Lengthy discussions between employees and representatives of the Union, including the store steward, or among themselves concerning disputes, shall not take place during working hours.

B. The manager of a store shall grant to any accredited Union official access to the store for the purpose of satisfying himself that the terms of this Agreement are being complied with.

ARTICLE 15.

MANAGEMENT RIGHTS

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

ARTICLE 16.

HEALTH AND WELFARE

A. Effective March 1, 1971, the Employer shall contribute to the established Southcentral Division Retail Clerks Unions and Employers Health and Welfare Trust the sum of twenty-nine (\$29.00) dollars per month for each employee who has worked an average of thirty-two (32) hours per week for a period of eight (8) consecutive calendar weeks (256 hours) and shall continue to contribute twenty-nine (\$29.00) dollars per month on each employee who maintains an average of thirty-two (32) hours per week for a period of eight (8) consecutive calendar weeks (256 hours). Such contributions to be used to provide Health and Welfare benefits as determined by the trustees as provided in the Southcentral Division Retail Clerks Unions and Employers Health and Welfare Trust Agreement.

B. The eight (8) consecutive calendar weeks referred to in Section A above shall mean the eight (8) consecutive calendar weeks immediately preceding the first day of the calendar month, which shall be the period for determination of the continuation of contributions on each employee.

C. Effective with the contribution due on January 1, 1973, the Employer shall contribute thirty-two (\$32.00) dollars per month on each eligible employee to the Southcentral Division Retail Clerks Unions and Employers Health and Welfare Trust under the conditions set forth in Section A above.

Effective with the contribution due on January 1, 1974, the Employer shall contribute thirty-four (\$34.00) dollars per month on each eligible employee to the Southcentral Division Retail Clerks Unions and Employers Health and Welfare Trust under the conditions set forth in Section A above.

Effective with the contribution due on June 1, 1974, the Employer shall contribute thirty-seven (\$37.00) dollars per month on each eligible employee to the Southcentral

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Division Retail Clerks Unions and Employers Health and Welfare Trust under the conditions set forth in Section A above.

D. Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:

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

2. The employee's ceasing to work an average of thirty-two (32) hours or more per week for eight (8) consecutive calendar weeks (256 hours). For the purpose of this paragraph, an employee who is on an approved personal leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with the hours he would normally have worked in such week or weeks.

E. Contributions to the Trust Fund shall be continued under the following conditions:

 In case of illness or non-work accident six (6) months contribution following the month in which the illness or injury occurs.

 In case of pregnancy, one (1) month's contribution after the month in which the employee begins her pregnancy leave of absence.

 In case of compensable injury, three (3) months' contribution following the month in which the injury occurs.

4. The Employer agrees to pay the contributions to the Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for just cause.

F. Employer contributions which have been discontinued as provided in Section D above will be resumed on the first day of the month immediately following return to work on the Employer's active payroll after illness, injury or pregnancy leave of absence.

ARTICLE 17.

PENSION PLAN

A. Effective January 3, 1971, the Employer agrees to contribute to a jointly administered Trust Fund known as the Retail Clerks Unions and Employers Pension Fund the sum of eight cents (8¢) per hour for all hours paid, up to forty (40) hours a week, for all employees in the bargaining unit herein described and for probationary employees. Hours paid shall include paid hours of vacation, holidays, and other hours of leave paid for by the Employer. Such contributions shall be made on or before the twentieth (20th) day of each month for the preceding calendar month. Upon payment of Effective October 1, 1972, the amount of contributions shall be nine (\$.09) cents per hour for all hours as provided in Paragraph A above.

Effective April 1, 1973, the amount of contributions shall be ten (\$.10) cents per hour for all hours as provided in Paragraph A above.

Effective January 1, 1974, the amount of contributions shall be eleven (\$.11) cents per hour for all hours as provided in Paragraph A above.

B. The Trust Agreement and Pension Plan above described shall be qualified for tax exemption under the Internal Revenue Code of 1954, as amended, and the regulations and rulings thereunder and shall maintain such approval, qualifications and exemptions. Contributions shall be made to the Trust Fund only if it is then tax exempt, but contributions which would otherwise be made during any period of non-exemption shall be accrued by the Employer with Interest at the rate of four and one-half percent $(4\frac{1}{2})$, and shall be paid to the Trust Fund when it is tax exempt.

C. The contributions provided in Paragraph A hereof shall be for the purpose of providing such pension benefits pursuant to the terms of the Trust Agreement.

D. The Employer hereby agrees to be bound by the existing Trust Agreement covering the aforesaid Fund and any amendment thereto by executing the necessary Subscription Agreement without delay.

E. On the date as of which the Employer is obligated to make contributions to the Retail Clerks Unions and Employers Pension Fund, all employees covered by this Agreement upon such date who are then participants in the Rice Food Markets Profit Sharing Plan and who upon such date have no vested interest in the Trust Fund of said Profit Sharing Plan, shall withdraw from participation in said Profit Sharing Plan. On the date as of which the Employer is obligated to make contributions to the Pension Fund, all employees covered by this Agreement upon such date who are then participants in said Profit Sharing Plan and who upon such date have a vested interest in the Trust Fund of said Profit Sharing Plan shall remain in said Profit Sharing Plan but shall thereafter accrue no additional vested interest in the Trust Fund of said Profit Sharing Plan and no further Employee or employee contributions shall be made to said Profit Sharing Plan with respect to said employees. The Union, as the bargaining agent for the employees covered by this Agreement, agrees, on behalf of said employees who are participants in said Profit Sharing Plan that each of said employees in consideration of the Agreement by the Employer to contribute to the Retail Clerks Unions and Employers Pension Fund enabling said employees to participate therein. shall surrender, release and relinquish whatever rights, privileges and benefits, if any each would accrue under the said Profit Sharing Plan from and after the date the Employer is obligated to make payments into the Pension Fund, effective as of such date. The withdrawals from the Profit Sharing Plan as provided for above shall be ruled on favorably by the Internal Revenue Service so that the Plan maintains its exempt and qualified status.

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ARTICLE 18.

DISPUTE PROCEDURE

A. The Union shall have the right to designate store stewards for each store.

B. Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

- <u>Step 1</u>. By conference between the aggrieved employee and/or store steward, Union business representative, or either, and the manager of the store.
- Step 2. By conference between the Union business representative and/or store steward and the Employer's Personnel Director.
- <u>Step 3</u>. By conference between an official of the Union and the President of the Employer and/or his duly designated representative.
- <u>Step 4</u>. In the event the last step fails to settle satisfactorily the complaint, it may be referred to arbitration by either party.

C. In the event the parties cannot agree upon the selection of an arbitrator within fifteen (15) days from date of referral of the controversy to arbitration, the arbitrator shall be selected in the following manner.

The Federal Mediation and Conciliation Service shall be jointly requested by the parties to name a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by alternately striking a name from the list until one (1) name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute.

The arbitrator shall be authorized to rule and issue a decision and award in writing on any issue presented for arbitration, including the question of the arbitrability of such issue. His decision and award shall be final and binding upon the parties to this Agreement. Where more than one employee is a part of a common grievance, it shall be heard as a single grievance. The fees of the arbitrator shall be borne one-half $(\frac{1}{2})$ by the Union and one-half $(\frac{1}{2})$ by the Employer party to the arbitration.

The arbitrator shall have no power to add to, subtract from, alter, amend, modify or project beyond its meaning any of the terms and provisions of this Agreement.

The time limit set forth in this Article may be extended upon mutual agreement of the parties.

D. No grievance will be considered or discussed which is presented later than fifteen (15) calendar days after such has happened excepting for any and all claims

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involving wages, which may be presented within six (6) months. Grievances that have progressed through Step 1 of the dispute procedure must be submitted in writing to be considered in Step 2.

E. The parties agree that grievances may arise of a general nature affecting or tending to affect several employees, and that such grievances may be initiated at any of the above mentioned steps deemed appropriate by the parties.

ARTICLE 19. NO

NO STRIKE, NO LOCKOUT

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

B. The Employer agrees that nothing in this contract will require any employee to report or to perform any work when to do so would require that the employee cross a legal picket line in a primary labor dispute involving the Employer when such is sanctioned by Local No. 455. The Union agrees to give the Employer twenty-four (24) hours' notice of its intent to sanction the dispute.

ARTICLE 20.

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SEPARABILITY

Any provision of this Agreement which may be adjudged by a court of final jurisdiction to be in conflict with any Federal, State of Local Law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that in the event of a conflict between any provision of this Agreement and such Federal, State or Local Law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be negotiated promptly to replace those provisions coming into conflict with the laws herein described. The Employer and the Union further agree if they are unable to reach an agreement on the substitute provisions to arbitrate any differences concerning a substitute provision.

ARTICLE 21. DURATION AND EXPIRATION

A. This Agreement when executed shall be deemed to define the wages, hours and rates of pay, and other conditions of employment covered by this Agreement for the terms of this Agreement, and no new or additional issues not included herein or covered hereby are required to be the subject of negotiations during the term hereof.

B. This Agreement shall be in effect from October 3, 1971, through September 7, 1974, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party at least sixty (60) days prior to the expiration date or any anniversary date thereafter of a desire of termination or changes in this Agreement.

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C. The terms of this Agreement will become effective on December 19, 1971, except wage rates shall be effective as of November 14, 1971.

FOR THE EMPLOYER

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FOR RETAIL CLERKS UNION LOCAL NO. 455, AFL-CIO

Tay & Woostu

RICE FOOD MARKETS, INC.

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SCHEDULE "A" - WAGES

	EFFECTIVE 11-14-71		EFFECTIVE 3-12-72		EFFECTIVE 9-10-72		EFFECTIVE 3-11-73		EFFECTIVE 9-16-73		EFFECTIVE 3-17-74	
	FULL TIME	PART TIME	FULL TIME	PART	FULL TIME	PART	FULL	PART	FULL TIME	PART	FULL	PART
STOCKERS & PRODU	ICE											
1st 6 months 2nd 6 months 3rd 6 months 4th 6 months After 2 years	2.05 2.105 2.20 2.515 2.85	2.03 2.075 2.17 2.665 ² +85 2.655 2.00X	2.22 2.275 2.38 2.705 3.00	2.20 2.245 2.35 2.675 2.92	2.42 2.465 2.545 2.92 3.27	2.40 2.395 2.515 2.880 3.19	2.55 2.585 2.72 3.12 3.52	2.53 2.555 2.69 3.09 3.44	2.68 2.735 2.895 3.36 3.75	2.65 2.695 2.855 3.32 3.68	2.785 2.865 3.05 3.61 4.00	2.755 2.825 3.01 3.57 3.93
CLERKS, COURTESY	BOOTH	CHECKERS										
1st 6 months 2nd 6 months 3rd 6 months 4th 6 months After 2 years	2.02 2.06 2.16 2.50 2.76	2.00 2.03 2.13 2.48 2.69	2.20 2.24 2.35 2.69 2.93	2.18 2.21 2.32 2.67 2.86	2.41 2.42 2.53 2.90 3.22	2.39 2.40 2.50 2.88 3.15	2.55 2.59 2.71 3.11 3.49	2.53 2.56 2.68 3.09 3.42	2.68 2.735 2.895 3.36 3.75	2.65 2.695 2.855 3.33 3.68	2.785 2.865 3.05 3.61 4.00	2.755 2.825 3.01 3.57 3.93
SALES, DRUG, TOE	BACCO, BA	KERY CLERKS										
1st 6 months 2nd 6 months 3rd 6 months 4th 6 months After 2 years	1.98 2.025 2.125 2.43 2.69	1.96 1.995 2.095 2.41 2.62	2.12 2.16 2.25 2.59 2.84	2.10 2.13 2.22 2.54 2.77	2.29 2.33 2.42 2.81 3.19	2.27 2.30 2.39 2.79 3.02	2.44 2.50 2.60 2.94 3.32	2.42 2.47 2.57 2.92 3.25	2.59 2.66 2.77 3.15 3.53	2.56 2.62 2.73 3.12 3.46	2.705 2.80 2.92 3.35 3.74	2.675 2.76 2.88 3.32 3.66
HEAD COURTESY BOOTH OPERATOR	2.865		3.035		3.375		3.68		3.95		4.21	
<u>UTILITY</u> 1st 6 months 2nd 6 months After 12 months	1.96 2.06 2.18	1.95 2.04 2.16	2.08 2.15 2.32	2.07 2.13 2.30	2.23 2.30 2.515	2.22 2.28 2.495	2.36 2.47 2.71	2.35 2.45 2.69	2.48 2.62 2.84	2.46 2.59 2.81	2.57 2.75 3.02	2.55 2.72 2.99
COURTESY CLERKS 1st 6 months After 6 months		1.75 1.77				1.82 1.87				1.90		

OVER-RATE INCREASES

All employees on the top rates or above shall receive the above rates for their respective classifications or the following increases, whichever is the greater:

		EFFECTIVE 3-12-72	EFFECTIVE 9-10-72	EFFECTIVE 3-11-73	EFFECT I VE 9-16-73	EFFECTIVE <u>3-17-74</u>
STOCKERS	.25	.15	.20	. 19	. 19	.22
CLERKS, PRODUCE, COURTESY BOOTH, CHECKERS	.27	.17	.22	.21	.22	.22
SALES, DRUG, TOBACCO, BAKERY SALES	.25	.15	.17	.17	.17	. 18
UTILITY	.20	.14	.165	.165	. 11	.17
HEAD COURTESY BOOTH OPERATOR	.25	.17	.27	.245	.23	.23
COURTESY CLERKS	.07		.08		.05	

GENERAL PROVISIONS RELATIVE TO WAGE SCHEDULE

A. For the purpose of the above wage schedule and for no other purpose in this Agreement, full-time employees are those who normally work thirty (30) hours or more per week, and part-time employees are those who normally work less than thirty (30) hours per week. Normally shall mean that when an employee has worked thirty (30) hours or more per week for four (4) consecutive weeks he or she will be paid the appropriate full-time rate of pay and when the employee has worked a period of four (4) consecutive weeks at less than thirty (30) hours per week, he or she will be paid the part-time rate of pay.

B. Regular employees will start on the first six (6) months full-time or parttime rate for the proper classification, and will advance up the pay scale on the basis of one bracket for each six (6) calendar months worked.

C. Part-time employees will start on the first six (6) months full-time or first 870 hour part-time rate for the proper classification, and will advance up the pay scale on the basis of one bracket for each 870 hours worked.

D. Any employee who is permanently assigned to a higher classification shall be placed in the next wage bracket in the new classification that will afford him an hourly increase, except in the cases where both rates are the same. In such case the employee will be assigned the same rate and will progress to the higher brackets in the new classification by normal progression.

E. PREVIOUS EXPERIENCE:

 Previous proven comparable experience within five (5) years from date of present employment, as shown on application for employment shall be the basis for determination of the new employee's rate of pay.

 Claim for rate adjustment based on previous experience must be filed in writing within thirty (30) days from date of employment, otherwise the employee forfeits any claim under this provision.

3. In the event that the Employer is unable to verify previous experience claim on job application, the employee and the Union shall be notified in writing. The employee shall have ten (10) days from receipt of such notice in which to file a grievance.

F. <u>OTHER WORK</u>: Employees shall perform any work except meat department work which the manager of the store or Division Manager may direct with the understanding that when an employee is assigned to a job with a lesser rate, he will be entitled to his regular rate of µay, unless due to a decrease of work he has been regularly assigned to a lower rated job and desires to retain such job rather than accept a lay-off.

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G. Any employee designated by the Employer to relieve the position of Department Manager, when the position is open four (4) or more days due to vacation, sickness, leave of absence, etc., shall receive the rate of the applicable classification beginning with the first day of such work.

H. Time spent by employees in travel from place to place during the work day in order to perform work assigned to them by the Employer shall be paid for as time worked.

 Employees on volume rates will be reviewed and adjusted up or down based on the average weekly sales for the accounting year.

J. In new or major remodeled stores, employees' volume rates will be reclassified based on the average weekly sales for the respective jobs for the last twelve (12) weeks of the first fourteen (14) weeks the store is open. Wage adjustments will be retroactive to the date of store opening.

K. No employee will be reduced in hourly rate as the result of the signing of this Agreement.

L. Effective January 1, 1972, jobs not now filled according to the above schedule will be filled.

M. <u>COURTESY CLERKS</u>: The duties of the courtesy clerk employee shall be sacking, carrying customers' purchases, handling bascarts and keeping area in front of checkstands, store entrance and area outside of the store clean.

N. <u>UTILITY</u>: Utility help shall be defined as any employee responsible for the general housekeeping of the store, such as mopping, sweeping and dusting; bagging groceries, assisting customers with carry-out, etc.; in addition, utility help may load and unload trucks, take care of salvage and take care of bottle returns.

