

I N D E X

AGREEMENT BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 431 (CLERKS)  
CLINTON, IOWA AND GENESEO, ILLINOIS  
and  
JEWEL FOOD STORES, INC.

TERM: 4/5/06 - 4/5/09

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**AGREEMENT BETWEEN**

**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 431, AFL-CIO  
CLINTON, IOWA (Clerks) AND GENESEO, ILLINOIS (Clerks)**

**and**

**JEWEL FOOD STORES, INC.**

**Term: 4/5/06 - 4/5/09**

THESE ARTICLES OF AGREEMENT entered into by and between JEWEL FOOD STORES, INC., hereinafter referred to as the "Employer" and the UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 431, chartered by the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, hereinafter referred to as the "Union".

**ARTICLE I**

**RECOGNITION**

**Section 1.1 Recognition**

The Employer recognizes the Union as the sole collective bargaining agency for all employees employed in the retail food store located in the Cities of Clinton, Iowa, in accordance with the certified unit in N.L.R.B. Case No. 38-RC-984, and in Geneseo, Illinois excluding, however, all store managers and other employees in a supervisory capacity, meat department employees and all employees paid from other than store payrolls.

**Section 1.2 Clerks Work Clause**

No salesman shall handle or stock any merchandise in the grocery department except rack jobbers and driver salesmen engaged in servicing the retail stores under the prevailing practices with merchandise directly from a delivery vehicle at the point of delivery. This limitation shall not apply to new stores during the first week after the store is opened, nor shall it be applicable during the first week after a major remodeling. Any stocking done by an employee of an outside company beyond that which is allowed in the collective bargaining agreement shall result in the most senior part-time stocking employee not working at the time of the violation, receiving pay for the time worked by the outside employee. Such pay, together with regular earnings during the workweek involved, shall not exceed forty (40) hours.

**Section 1.3 Non-Discrimination**

The parties agreed that they will not discriminate against any employee because of age, race, sex, creed, color, national origin or union affiliation.

**ARTICLE II**

**UNION SECURITY**

**Section 2.1 Union Security**

If and when there should be a change in the Iowa law permitting a Union shop or agency shop, the Union shop, agency, or fair share condition adopted by the State of Iowa shall be effective the week following such change, and the following security clause shall become effective the first of the week following such change as follows:

- (A) It shall be a condition of employment that all employees of the Employer 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 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 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.
- (B) If and when there should be a change in the Iowa law permitting an agency shop or fair share provision, the Employer agrees to reopen this section of the Contract solely for the purpose to negotiate an agency shop or fair share provision clause.
- (C) For the purpose of this Article, the execution date of the Agreement shall be considered the effective date.
- (D) It is agreed that no employee shall be required to take a lie detector test.

### **Section 2.2 A.B.C. Checkoff**

The following provision shall become effective for United Food and Commercial Workers, Local Union No. 431, if and when such Local Union desires to institute such checkoff procedure. Upon sixty (60) days notice to the Employer involved, the following shall become applicable:

The Employer agrees to honor and to transmit to the Union, contribution deductions to the United Food and Commercial Workers International Union Active Ballot 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; however, such deduction shall be made in conjunction with regular monthly dues deductions.

## **ARTICLE III**

### **HOURS OF WORK**

#### **Section 3.1 Basic Workweek**

The basic workweek for regular full-time employees shall consist of forty (40) hours per week to be worked in five (5) eight (8) hour days, Monday through Saturday. Work performed in excess of eight (8) hours per day or forty (40) hours per week will be paid for at the rate of time and one-half (1-1/2) the regular hourly rate of pay. Sunday work may be considered as part of the basic workweek for full-time employees provided they are scheduled to work at least eight (8) hours.

#### **Section 3.2 Pyramiding of Overtime Prohibited**

There will be no pyramiding of premium pay, and any hours paid for at premium pay will not be counted in computing overtime. Overtime will be paid on the day or on the week, whichever is greater, but in no case on both. Whenever overtime hours also involve premium pay, the overtime rate shall be time and one-half (1-1/2) at the regular hourly rate and the premium pay shall be added thereto.

**Section 3.3 Holidays Recognized and Holiday Pay**

All regular full-time, regular part-time and service clerk employees shall be entitled to the following holidays (Service clerks must complete ninety (90) days of employment to be eligible):

Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	New Year's Day

Should any of the above mentioned holidays fall on Sunday, they shall be observed on the Monday following such Sunday. All full-time employees shall receive eight (8) hours straight-time pay for each of the observed holidays, provided the employee works both his scheduled workday before and after the holiday, unless such absence is excused by the Employer, in which case, the employee must work at least one (1) day in the holiday week.

**Section 3.4 Employee's Birthday - Personal Holiday**

All regular full-time employees and regular part-time employees shall be entitled to a personal holiday upon reaching their birthday in the calendar year following the year in which they were employed. This personal holiday shall be on a day mutually agreeable to the employee and the Employer. This section is not applicable for those hired after April 5, 2006.

**Section 3.5 Personal Holiday**

Three (3) personal holidays will be granted to regular full-time and part-time employees and service clerks hired on or before June 23, 1995, to be taken on a day mutually agreeable to the Employer and the employee.

Employees hired on or after June 23, 1995, shall receive personal holidays as follows:

One (1) personal holiday during the first twelve (12) months of employment.

One (1) additional personal holiday for a total of two (2) personal holidays during the second twelve (12) months of employment. Such entitlement to be on the basis of one (1) each six-month period.

**Section 3.6 Holiday Pay - Part-Time Employees**

Part-time employees who qualify shall receive holiday, birthday and personal day pay equal to the product of 5% of the number of straight time hours worked during the four week accounting period preceding the period in which the week in which the holiday falls.

The average number of hour per workweek for the purpose of this Article shall be computed on the basis of the four week accounting period preceding the period in which the holiday falls times his/her straight-time hourly rate in effect in the week in which the holiday falls. Vacation is considered time worked in the calculation for holiday pay.

**Section 3.7 Overtime During Holiday Weeks**

During the weeks in which holidays occur, as listed above, regular full-time employees shall receive time and one-half (1-1/2) their regular hourly rate of pay for work in excess of thirty-two (32) hours.

**Section 3.8 Sunday and Holiday Work**

Work performed on Sundays shall be compensated at the employee's regular straight-time rate plus \$1.00 per hour for all regular clerks and straight-time plus \$0.50 per hour for all Service Clerks. There shall be no premiums for work performed on Sundays or holidays for those hired after April 5, 2006.

Work performed on holidays shall be compensated at the rate of one and one-half times (1-1/2) the employee's regular hourly rate. Sunday work shall be on a voluntary basis, and to the extent practicable shall be rotated among available employees. In the event the requisite employees are not available on a voluntary basis, the lowest seniority person shall be required to work the Sunday requested.

Within the third week of the month, the Employer shall post a notice next to the weekly work schedule seeking volunteers for Sunday and holidays, if any, during the following months.

### **Section 3.9 Work on Christmas and New Year's**

Work on Christmas Day can be done on a volunteer basis. 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, for work after 5:00 p.m. on Christmas Eve, or work after 5:00 p.m. on New Year's Eve, or on New Year's Day, then the Employer will schedule the required employees on the basis of inverse seniority.

### **Section 3.10 No Split Shifts - Call-In Pay**

No employee shall be required to work any split shifts. No full-time employee shall be scheduled for less than four (4) hours work on any day of the week. No part-time 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 worked as indicated on the work schedule for that day or shall receive pay in lieu of such hours work except in cases of emergency due to acts of God, civil disorders, strikes, boycotts. All full-time 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. All part-time 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.

### **Section 3.11 Call-In Hours/Additional Hours**

- a) Call-in hours are defined as replacement hours occasioned by absence of an employee. The Employer will make a reasonable effort to call in employees in accordance with seniority and the type of work they do within the store. 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 employees.
- 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 to add 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, providing such work does not result in overtime. If overtime is necessary, such work shall be offered by seniority and the type of work they do within the store. Failure to obtain sufficient volunteers, the hours shall be assigned in inverse order of seniority and the type of work they do within the store.

### **Section 3.12 Posted Work Schedules**

- (A) A work schedule showing the days and hours to be worked by full-time and part-time employees shall be posted by Thursday, (if completed), but no

later than 12:00 noon on Friday, preceding each workweek, the Employer shall arrange and post on a suitable bulletin board within the store a schedule of the employee's working hours for the following workweek. Such schedule shall list all employees by name with their starting and finishing time and days 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. The Employer will not change the employee's day off in an arbitrary or capricious manner.

- (B) Part-time regular clerks will be scheduled for hours of work in accordance with seniority and the type of work they do within the store in which they work. More senior part-time employees will maintain a reasonable difference in the number of hours they are scheduled each week as compared to less senior part-time employees. To ensure an equitable spread of scheduled hours and to acknowledge seniority within an employee's current classification, the following schedule will be followed:

**Section 3.13 Part-Time to Full-Time**

Part-time employees must average forty (40) hours per week for twenty -six (26) consecutive weeks. Hours worked to cover vacation and illness will be excluded from the calculation. Any part-time employee who meets the criteria, must desire a full-time position. In the event the employee does not desire a full-time position, he/she will forfeit his/her right to make such a claim.

<b><u>Completed Years of Service in Current Classification</u></b>	<b><u>Minimum Scheduled Hours</u></b>
0 - 5, inclusive	12
6 - 10, inclusive	15
11 - 15, inclusive	20
Over 15	24

Any hours of work in addition to the above, whether occasionally, seasonally or permanently available, will be distributed to part-time employees by seniority in accordance with the type of work they do within the store. The employer expressly retains the right to determine the size and composition of the work force for the continued efficient operation of the store.

**Section 3.14 Meal Periods**

All employees shall receive an unpaid hour for lunch, or one-half hour where mutually agreed to, during each eight (8) hour shift. All employees working six (6) hours or more, but less than eight (8) hours per day, who request a lunch period shall be granted no less than a half (1/2) hour lunch period. The lunch period shall be scheduled approximately in the middle of the employee's shift.

**Section 3.15 Rest Periods**

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 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. An employee shall be compensated at his/her straight-time rate of pay for rest periods not taken in violation of the rest period provision herein.

Employees may request to waive their right to an unpaid lunch period, and combine their two (2) fifteen 15 minutes rest period to have one (1) thirty (30) minute lunch period. It is understood and agreed that such granting a waiver is at the discretion of the store. Such a written waiver may be revoked by either the employee or the Store Director within seven (7) days.

**Section 3.16 Work Schedule for Night Stockers**

Night stockers shall not be required to start a new shift until at least ten (10) hours, absent any overtime, have elapsed from the scheduled completion of their previous shift.

**ARTICLE IV**  
**VACATIONS**

**Section 4.1 Length of Vacation**

All full-time and part-time employees who meet the qualifications shall be entitled to a vacation with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
1 year	1 week
2 years	2 weeks
5 years	3 weeks
12 years	4 weeks
20 years	5 weeks
25 years	6 weeks

All employees hired on or after 7/27/85, will be entitled to vacation on the following basis:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
1 year	1 week
2 through 7 years	2 weeks
8 through 19 years	3 weeks
20 through 29 years	4 weeks
30 years or more	5 weeks

**Section 4.2 Pro Rata Vacations - Part-Time Employees**

Part-time employees, service clerks, and employees with mixed continuous service shall receive a pro-rata vacation based on their average hours worked during their anniversary year of employment, divided by fifty-two (52) in accordance with the above vacation schedule.

**Section 4.3 Vacation Qualifications**

(A) Full-Time Employees

- (1) First Vacation - Full-time employees hired in the preceding year may take their first vacation in the current year ahead of their service anniversary date subject to their refunding all vacation payments in the event they do not complete a full anniversary year of employment.
- (2) Second and Succeeding Vacations - Once a full-time employee has qualified for his/her first vacation, he/she shall thereafter qualify for all succeeding vacations as of January 1st of the current year for a vacation based on his/her length of service to be completed during the current year subject to adjustment in the event the employee does not complete his/her anniversary year of service.

(B) Part-Time Employees

- (1) Part-time employees shall qualify for their vacation after completion of an anniversary year. A part-time employee vacation must be taken prior to the employee's next anniversary date.

(C) Part-Time To Full-Time Vacation Eligibility

- (1) Hours worked as a part-time employee shall be accumulated and divided by forty (40) to get the total weeks worked toward vacation anniversary date when an employee goes full-time. This time shall precede his/her anniversary date of going full-time.

**Section 4.4 Adjustment of Vacation Pay in the Event of Separation from Service**

Any full-time employee who is laid off or who leaves service prior to his first service anniversary shall forfeit all vacation pay with respect to that year of service and shall refund any vacation pay received by him/her with respect to such year.

Any full-time employee who is laid off or leaves service after his/her service anniversary shall, unless he/she was discharged for gross misconduct in connection with his/her work (namely, stealing, malicious vandalism, or other serious misconduct), be entitled to vacation pay at the rate of one-twelfth (1/12th) of the vacation pay to which he/she was entitled at his/her last anniversary date for each full month of service completed since his/her last anniversary date plus any earned vacation taken.

If a full-time employee has received his/her vacation with pay and is separated from service prior to his/her anniversary date, he/she shall refund the difference, if any, between the vacation pay received and the vacation pay to which he/she was entitled within two (2) weeks following the date of his/her separation from service.

Part-time employees with one (1) or more years of service, who have completed six (6) months service since their last anniversary date shall be entitled to a prorated vacation at the rate of one-twelfth (1/12th) of their vacation pay for each month's entitlement based on their length of service and the rate of pay at their last anniversary date.

**Section 4.5 Holidays Within Vacations**

If a vacation is taken during a week in which there is a holiday, as defined in Article III, Section 3.3 through 3.8, an additional day shall be added to the vacation period.

**Section 4.6 Vacation Pay**

Employees shall receive vacation pay at the beginning of their vacation period. Full-time employees working regularly scheduled overtime hours and regular full-time night stocking employees shall receive vacation pay computed on the basis of such overtime hours and/or night stocking premium pay.

**Section 4.7 Vacation Scheduling**

Employees shall be given their vacation period as mutually agreed upon by the Employer and the employee. Vacations shall be scheduled on a store wide seniority basis and may be taken at any time during the year.

Employees with five (5) years of more of continuous service may use up as one (1) week as single vacation days. The day(s) schedule will be by mutual agreement by the Employer and employee. All other terms and conditions pertaining to vacation will apply.

**Section 4.8 Payment of Earned Vacation Pay on Leaving Service of Employer**

Any employee who has earned his/her vacation before he/she has been given an opportunity to take said vacation, and leaves the employ of the Employer for any reason, other than discharge for dishonesty, shall be paid his vacation pay, together with any other wages due upon leaving.

**Section 4.9 Earned Vacation - Pro-Rata Vacation Entitlement Upon Termination**

Employees who leave the services of the Employer shall receive whatever earned vacation pay they are entitled to in accordance with the vacation schedule above. Any employee who had qualified for his or her first vacation and is terminated for some reason other than discharge for drunkenness or proven dishonesty, shall receive a pro-rata vacation for each full month of service completed since his last vacation anniversary date.

**Section 4.10 Vacation Pay in Lieu of Absence**

Employees shall not be given pay in lieu of a vacation absence, unless mutually agreed between the Employer, the employee and the Union.

**Section 4.11 Vacation Pay - Military Leave of Absence**

Any person who enters military service shall be paid his/her pro-rata vacation pay, for that which he/she 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 hire date.

**ARTICLE V**  
**WAGES**

**Section 5.1 Wage Rates**

See Appendix A attached hereto.

**Section 5.2 Night Stocker Premium**

Full-time employees hired to work as night stockers regularly commencing work after 10:00 p.m. at night shall be paid fifty cents (\$.50) per hour night premium, which premium shall not be applicable on overtime or other higher premium hours. Full-time employees assigned to night stocking crews shall be defined as those employees who work a majority of hours between 10:00 p.m. and 6:00 a.m.

Each night stocking crew having four (4) or more employees shall have a night crew chief who shall receive in addition to his hourly rate of pay and night premium, an additional twenty-five cents (\$.25) per hour for performing the duties of a night crew chief.

All full-time employees assigned to night stocking crews will be scheduled five (5) nights per week, Monday through Saturday. All full-time employees assigned to night stocking crews shall be scheduled approximately for the same starting time each night of the week. Full-time employees assigned to night stocking crews shall be scheduled a regular night off each week. Sunday night work may be considered as part of the basic workweek for full-time employees provided they are scheduled to work at least eight (8) hours.

**Section 5.3 Additional Premium Pay**

All employees, excluding night stockers, shall be paid fifty cents (\$.50) per hour in addition to their applicable hourly rate for all work performed between 10:00 p.m. and 6:00 a.m.

Office clericals will be paid a fifty cents (\$.50) per hour premium for hours worked performing office clerical function.

**Section 5.4 Employment of Part-Time Employees in Lieu of Full-Time Prohibited**

The Employer will not employ two (2) or more part-time employees where one (1) full-time employee can be utilized.

### **Section 5.5 Previous Comparable Experience**

Proven comparable experience not terminating more than five (5) years prior to date of application and shown on the application for employment, shall be the basis for determination of new employee's rate of pay. Such experience prior to five (5) years before date of application and ending within that five (5) year period must be continuous to be counted. U.F.C.W. Union card showing experience in the industry within five (5) years prior to date of application will be recognized as initial proof of experience.

### **Section 5.6 Forfeiture of Claims Bases on Previous Experience**

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.

### **Section 5.7 Service Clerks' Duties**

The duties of all service clerks covered by this agreement shall be as follows: Sorting, bagging and packaging sold merchandise, sweeping and cleaning parking lot and other adjacent areas outside the store, sweeping floors anywhere in the store, carrying and loading sold merchandise, emergency cleanups, snow removal, maintenance of lawns and shrubs, returning shopping carts to the store, filling bag racks, cleaning areas around and in front of the check and the checker lanes, cleaning rest rooms and lunch room, collecting and sorting bottles and giving credit for refund without a cash transaction, disposing of trash and rubbish, washing windows and putting up window bills and signs, floor cleaning and maintenance throughout the store, returning customer overstock, price checking and washing and cleaning of shelves and cases.

Any employee promoted to regular clerk shall be subject to a training period not to exceed thirty (30) days, during which time the employee may be demoted back to the service clerk classification if his work as a regular clerk is unsatisfactory.

### **Section 5.8 Preference for Regular & Part-Time Openings - Service Clerks**

When openings occur for regular or part-time clerks, service clerks shall be given by seniority the first opportunity to fill such openings, provided they have the ability to perform the work.

### **Section 5.9 Part-Time Employees**

Part-time employees may, during the week of June 1st through the week of September 1st, work up to and including forty (40) hours per week without being reclassified.

### **Section 5.10 Service Clerk Violations**

It shall be a violation of the contract for service clerks to perform any duties other than those specified in the Agreement. In order to remedy violations of this Section, the parties have agreed as follows:

- (1) 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 service clerks and instructing all employees that the performance of any other duties constitutes a violation of the Contract.
- (2) Upon the first violation of this Section, the service clerks in the store involved shall be paid the beginning part-time clerks' rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performance of service clerks' duties.

- (3) Upon a second violation in the same store, all service clerks in the store involved shall be paid the beginning part-time clerks' rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performance of service clerks' duties.
- (4) Upon a third violation in the same store, all service clerks in the store involved shall be paid double the service clerks' rate for all hours worked in the week or weeks in which the violation occurred including hours worked in performance of service clerks' duties.

#### **Section 5.11 Out-of-Classification Work**

If an employee is assigned to a higher rated job for one (1) week or more and performs the duties of the higher rated job, such employee shall be paid the rate of pay applicable for that particular job for each day of said work period.

#### **Section 5.12 Relief of Department Heads**

Whenever any employee replaces a duly appointed department head and assumes the responsibilities for one (1) week or more, he or she shall receive the minimum contract rate for said department head, or his or her regular rate of pay whichever is greater.

#### **Section 5.13 Manager Relief**

Whenever an employee is assigned to and assumes the responsibility of the Manager for a full calendar workweek, he shall be paid the minimum drawing account paid to managers. An employee shall have the right to decline such assignment.

### **ARTICLE VI** **SENIORITY**

#### **Section 6.1 Seniority Defined**

The principle of seniority shall apply in layoffs and recalls from layoffs. Seniority shall be defined as length of continuous employment with the Employer.

Seniority may be broken only by a quit, justifiable discharge failure to return from a leave of absence within fifty-two (52) weeks except when a leave is granted pursuant to Section 11.6, or failure to return to work in accordance with the terms of a leave of absence. The Employer will furnish to the Union seven (7) separate seniority lists full-time, part-time, bakery clerks, floral designers, floral clerks and service clerks.

#### **Section 6.2 Seniority Groups**

For the purpose of this Agreement, there shall be seven (7) seniority groups:

- (1) Full-time General Clerks
- (2) Part-time General Clerks
- (3) Bakery Clerks
- (4) Floral Designers
- (5) Floral Clerks
- (6) Service Clerks
- (7) Assistant Service Manager

Seniority for full-time employees regularly scheduled to work thirty-two (32) hours or more per week shall be on a city-wide basis. Seniority for part-time employees regularly scheduled to work less than thirty-two (32) hours per week shall be on a store basis. Seniority for Service Clerks shall be on a store basis.

### **Section 6.3 Job Posting**

When the Employer determines there is a full-time opening available in its stores, such position can be temporarily filled with any employee of the Employer's choice. However, such vacancy shall be posted for a four (4) day period, commencing on Tuesday or Friday of the week that the determination is made.

The posting will occur in first in the Clinton and Geneseo stores covered by this contract. Employees for whom the opening would be a promotion (either because of job classification or status) would be eligible to bid on the posted job. If qualifications and availability are equal, the employee will be selected based on seniority. Also, if qualifications and availability are equal, Clinton store employees will have preference over jobs in Clinton and Geneseo employees will have preference over jobs in Geneseo.

If no one in the two stores covered by this contract bids, or is qualified for the position, the Employer reserves the right to fill such opening by selecting a candidate outside the bargaining unit.

### **Section 6.4 Effect of Promotion and Reduction in Hours on Seniority**

When an employee's employment is reduced from full-time to part-time, his/her part-time seniority is to date from the original date of hire. When a part-time employee is promoted to full-time, his/her full-time seniority dates from his or her latest assignment to full-time work.

### **Section 6.5 Full-Time Employment Required Where Practicable**

Full-time employment, where practicable, shall be pursued.

### **Section 6.6 Probationary Period for Acquiring of Seniority Rights**

All employees shall acquire seniority rights after thirty (30) calendar days of employment.

### **Section 6.7 Scheduling Of Part-Time Employees**

Qualified part-time employees shall be scheduled for available hours in accordance with seniority and type of work within the store they work. It is agreed that the Employer may employ such part-time employees as may be required for the efficient operation of the store.

## **ARTICLE VII** **GRIEVANCE & ARBITRATION PROCEDURE**

### **Section 7.1 Union Steward**

The Union shall have the right to designate a steward and Assistant Union Steward in each of the stores covered by this Contract, and the Employer shall be notified in writing by the Union as to the person so designated. The Assistant Union Steward shall replace the Steward when he/she is off work.

### **Section 7.2 Grievance Procedure**

Should any differences, disputes or complaints arise over the interpretation or applicable 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:

- Step (1) By conference between the aggrieved employee, the steward, and/or both the Business Representative, and the Manager of the store.

Step (2) By conference between an official or officials of the Union and the Employer's designated representative.

Step (3) In the event the last step fails to settle the complaint, it may be referred to a Board of Arbitration within forty-five (45) days.

No grievance may be presented later than fifteen (15) calendar days after the occurrence from which such grievance arose. Wage claims involving the proper application of wage rates shall not be valid and collectible for a period earlier than one hundred eighty (180) calendar days prior to the date of filing the claim.

### **Section 7.3 Board of Arbitration**

The Board of Arbitration shall consist of one (1) arbitrator to be chosen by the Employer and the Union within three (3) days after the dispute is referred to arbitration.

### **Section 7.4 Final Selection and Impowerment of the Arbitrator**

In the event the Employer and the Union cannot agree upon an arbitrator within three (3) days, either the Employer or the Union may request the Director of the Federal Mediation and Conciliation Service to submit a list of arbitrators from which the arbitrator will be mutually chosen. If the parties cannot agree the moving party shall strike from the list of arbitrators and thereafter alternately strike a name and the remaining individual shall become the arbitrator, who shall, after his/her selection, be authorized to hear the dispute and render a decision. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employees.

### **Section 7.5 Limitations of Arbitrator - Payment of Fees**

The arbitrator shall not be empowered to add to, detract from or alter the terms of this Agreement in any way. The fee and expenses of the arbitrator, if any, shall be paid for jointly by the parties.

### **Section 7.6 Employer's Right to Conference**

The Employer shall have the right to call a conference with officials of the Union for the purpose of discussing his grievance, criticisms or other problems.

### **Section 7.7. No Strike; No Lockout**

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

## **ARTICLE VIII** **STORE VISITATIONS**

### **Section 8.1 Store Visitations**

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

**ARTICLE IX**  
**PICKET LINE**

**Section 9.1 Picket Line**

It shall not be considered a violation of this Agreement for employees to refuse to cross a legal primary picket line involving the Employer which has been sanctioned by the U.F.C.W. President, established because of Union labor difficulties originating within the store or stores covered by this Agreement. However, if the business of the Employer becomes involved in a controversy with any labor organization, the Union agrees to use its best efforts to bring about a settlement of such controversy.

**ARTICLE X**  
**WORKING CONDITIONS & REGULATIONS**

**Section 10.1 Uniforms**

Frocks, aprons and uniforms required by the Employer shall be furnished and laundered free of charge to the employees. Employees shall be permitted to wear slacks, no hip-huggers or blue jeans. The Employer agrees to provide rain gear for clerks who are required to work outside during inclement weather conditions.

**Section 10.2 Laundering of Uniforms**

Where the Employer desires to furnish Dacron or similar type uniforms to employees, such uniforms shall be laundered by the employee and shall be returned to the Employer upon termination of employment if so requested.

**Section 10.3 Rehiring of Former Employees**

No employee who is laid off shall be rehired at a later date for a lower contract rate of pay than he was receiving at the time of his/her layoff.

**Section 10.4 Union Shop Cards - Union Buttons**

The Union Shop Card shall be displayed in all establishments wherein Union retail clerks are employed. These shop cards shall remain the property of the Union, and the Employer shall have their usage only until such time as the Union shall request their return. Members of the Union may wear their Union buttons when on duty.

**Section 10.5 Posting of Union Notices**

The Union shall have the right to post notices of Union business on the Employer's bulletin board, provided such notices are approved by the Personnel Manager before posting.

**Section 10.6 No Conflict With Contract Provisions Allowed**

The Employer agrees not to enter into any agreements or contracts with his employees, individually or collectively, which in any way conflict with the terms and provisions of this Agreement.

**Section 10.7 Recording of Time Worked**

Each employee shall accurately record the daily time worked by him/her using the Time Reporting System (TRS) provided by the employer.

**Section 10.8 Dress and Appearance Code**

It is agreed that the Employer, after consultation with the Union, may adopt and implement a dress and appearance code for store personnel. The Union shall be furnished copies of the Code adopted and shall be consulted prior to any major changes in said Code.

**ARTICLE XI**  
**LEAVE OF ABSENCE**

**Section 11.1 Leaves of Absence - General**

Employees may be entitled to written leaves of absence for the following reasons:

- (1) Illness or injury;
- (2) Pregnancy;
- (3) Election or appointment to office or as a delegate requiring time off;
- (4) Any other reason acceptable to the Employer;
- (5) Military.

All employees shall be eligible for leaves of absence after three (3) months of continuous service.

Employees may be eligible for an FMLA leave in accordance with Federal Law.

**Section 11.2 Application for Leave - Employees Returning From Leave**

Application for leaves of absence must be in writing and directed to the attention of the Personnel Department. An employee returning from a leave of absence will be restored to a comparable job unless there is a legitimate reason why this should not be done.

**Section 11.3 Leaves of Absence for Medical Reasons**

Sickness or non-occupational injury leaves of absence, not to exceed ninety (90) days may be granted to employees who have been employed for three (3) months, supported by medical evidence. Extensions may be granted where necessary and requested by the employee, provided such length of leaves do not exceed one (1) year.

**Section 11.4 Pregnancy Leave**

Eligibility for pregnancy leaves shall be on the same basis as that set forth in Section 11.1. The request for her leave of absence must be supported by a physician's statement certifying that she is pregnant and the anticipated birth date. Such leave shall begin on such date as may be designated by the doctor for ceasing work or at the point in the individual's pregnancy where her condition can reasonably be said to impair her work performance, taking into consideration the requirements of her specific job, whichever is first.

**Section 11.5 Personal Leave of Absence**

A personal leave of absence may be granted, at the Company's discretion, for a period not to exceed thirty (30) days to all full-time employees with three (3) months or more service. Part-time employees with six (6) months or more of service may be granted a thirty (30) day personal leave of absence upon request.

**Section 11.6 Leaves of Absence to Accept Union Office**

It is agreed that any employee of the Employer upon being elected to office in the Union where his entire time is required shall be considered on leave of absence not to exceed one (1) year and upon termination of his term of service to the Union shall be reinstated in a similar position as that held when granted a leave of absence. When required, such leave of absence shall be

extended for an additional two (2) years, but in no case shall the total period exceed three (3) years.

#### **Section 11.7 Union Business**

It is agreed that members of the Union shall be given time off, without pay, in order to take care of business transactions of the Union, such as conventions, negotiations and in the settlement of grievances without loss of job seniority.

#### **Section 11.8 Effect of Extended Leave of Absence on Vacation Rights**

- (1) A leave of absence or layoff of less than ninety-one (91) days shall have no effect upon vacation pay.
- (2) A leave of absence or layoff from ninety-one (91) through one hundred eighty (180) days shall reduce the employee's vacation pay by one-fourth (1/4).
- (3) A leave of absence or layoff from one hundred eighty-one (181) through two hundred seventy (270) days shall reduce the employee's vacation pay by one-half (1/2).
- (4) An employee who is on leave of absence or layoff which exceeds two hundred seventy (270) days shall forfeit all vacation pay.

#### **Section 11.9 Effect on Leave of Absence on Holiday Pay**

Employees while on a leave of absence will not be eligible for holiday pay.

#### **Section 11.10 Employee's Accepting Other Work While on Leave**

An employee who is granted a leave of absence and while on such leave accepts employment with another Employer, or who goes into business for himself, he or she shall become an automatic quit and shall lose all rights.

#### **Section 11.11 Funeral Leave**

The Employer agrees to pay all employees, 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 parent or step-parent, child, step-child, brother, sister, spouse, spouse's grandparents, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandchildren, or any relative residing with the employee or with whom the employee is residing.

#### **Section 11.12 Jury Duty**

When any full-time employee who is covered by this Agreement is summoned for jury service, he/she shall be excused from work for the days in which he/she reports for jury service and/or serves. He/she shall receive for each such day on which he/she so reports and/or serves on which he/she otherwise would have worked the difference between eight (8) times his/her regular hour rate of pay and the payment he/she receives for jury service, if any, provided, however, that no payment shall be made under the provisions of this Section to any employee summoned for jury service unless he/she shall have advised the Employer of the receipt by him/her of such jury summons not later than the next regularly scheduled workday after receipt of said summons. Before any payment shall be made to any employee hereunder, he/she shall present to the Employer proof of his/her summons for service, and of the time served and the amount of pay received therefor, if he/she shall have served as juror. The provisions of this Section shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as a juror.

When an employee is released for a day or part of a day during any period of jury service, he/she shall report to his/her store for work, but combined jury service and working shall not exceed eight (8) hours for that day. Any time spent away from the store on the legal business of the Employer whether 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 his regularly scheduled workweek.

#### **Section 11.13 On-the-Job Injury**

When an employee is injured on the job, there shall be no deduction from the employee's pay for the day on which the employee was injured and reported for medical care. When such employee returns to work following the injury, and is certified as ready and able to perform all regular duties, but required medical treatment as a result of the same injury, the Employer shall endeavor as much as possible to adjust the work schedules to provide absence for the time the medical care is required and the number of hours of work for which the employee is regularly scheduled.

#### **Section 11.14 Military Leave of Absence**

Any employee, full-time or part-time, 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. 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 XII** **HEALTH AND WELFARE**

#### **Section 12.1 American Stores Health Plan**

(1) **Full-Time Employees**

For the term of this Agreement, Jewel agrees to provide the American Plan of Health and Welfare Benefits, as the same may be modified from time to time, for regular full-time employees.

(2) **Part-Time Employees**

Part-time employees shall qualify for part-time coverage upon completion of ninety (90) days of service. Coverage shall take place effective the first of the month following enrollment.

Part-time employees hired after June 23, 1995, will not be eligible for dependent coverage during their 1st year of employment. After one (1) year of employment, part-time employees will need to average 28 hours per week to obtain and maintain dependent health care coverage.

Part-time employees on the payroll prior to June 23, 1995, who do not have dependent health care coverage will need to average 24 hours to obtain and/or maintain dependent health care coverage.

Part-time employees on the payroll prior to June 23, 1995, who have dependent coverage will need to average 12 hours per week to maintain dependent health care coverage.

Qualifying periods are January through June and July through December with enrollments August 1st and February 1st respectively. The start of qualifying will be July, 1995.

All employees must average twelve (12) hours pay per week during the six (6) month qualifying period to receive any health care, disability, and life insurance benefits under the Plan.

Part-time employees hired on or after April 5, 2006

Part-time employees hired after April 5, 2006 will qualify for part-time single coverage upon completion of twenty-four (24) months of service and thirty (30) hours average worked per week. Coverage shall take place effective the first of the month following eligibility.

Part-time employees hired after April 5, 2006 will qualify for part-time dependent coverage upon completion of twenty-four (24) months of service. After two (2) years of employment, part-time employees will need to average thirty (30) hours per week to obtain and maintain dependent health care coverage. All full-time and part-time employees who are eligible for health care must enroll in the plan and pay weekly contribution amounts as determined by the Employer.

**ARTICLE XIII**  
**RETIREMENT BENEFITS**

**Section 13.1 Retirement Benefits**

During the term of this Contract, but without commitment thereafter, the Employer agrees to provide, maintain and administer in full force and effect the Employer's profit sharing retirement plan covering full and part-time employees substantially in the form existing on the effective date of this Agreement, as the same may be changed, altered or amended in accordance with the Trust provisions.

**ARTICLE XIV**  
**NEW METHODS & NEW JOB CLASSIFICATIONS**

**Section 14.1 New Methods and New Job Classifications**

- (1) In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice of such changes will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.
- (2) 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 XV**  
**CONFORMITY TO LAW**

**Section 15.1 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 being negotiations to replace said void part with a valid provision.

**ARTICLE XVI**  
**CHECK-OFF**

**Section 16.1 Union Check-Off**

The Employer agrees to deduct the uniform dues and initiation fees from the paychecks of those covered employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union. Said deduction authorizations shall be in such form as to conform with Section 302(c) of the Labor Management Relations Act of 1947.

The Union agrees to defend, protect, indemnify and save the Employer harmless against any claim, demand, suit or liability that shall arise out of or by reason of any action taken by the Employer in reliance upon a request made by the Union to discharge an employee for failure to maintain his membership in good standing pursuant to Section 2.1, or upon employee payroll deduction authorization cards submitted by the Union to the Employer under Section 16.1. The employer agrees to make deductions as certified by the Secretary-Treasurer of the Union on a weekly basis and shall remit the monies to the union monthly.

**ARTICLE XVII**  
**STORE CLOSINGS**

**Section 17.1 Store Closings**

In the event the Employer closes or sells a store and employees are terminated as a result thereof, the Employer shall pay to such employees severance pay equal to one week's pay for each year of continuous service as a regular employee, to all such employees commencing after the third (3rd) year of continuous service as a regular employee, up to, but not to exceed, six (6) weeks' pay at their regular rate. However, for those employees who have completed three (3) years of continuous service, those employees will receive pro-rata severance pay for that year only 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 based on the average hours worked per week for the fifty-two (52) weeks preceding a voluntary layoff or termination. Regular means employees averaging twenty-six (26) or more hours per week for one hundred fifty-six (156) weeks preceding store closing.

Holidays that fall within thirty (30) days after termination and employees who are eligible for severance pay shall be entitled to holiday pay. All monies due employees shall be paid in a lump sum upon termination. An employee who is terminated and who is eligible for severance pay and accepts severance pay forfeits his seniority and has no recall rights. However, an employee may elect to accept a voluntary layoff not to exceed ninety (90) days. At the end of the ninety (90) day period, if he has not been recalled he will be paid severance pay and forfeit his seniority. Any extensions of this ninety (90) day period must be agreed in writing and signed by the employee, a representative of the Union, and the Employer. In no case will such extension exceed at total of six (6) months from the date the employee accepted the layoff.

In consideration of the benefits provided by this Agreement, the Union agrees to cooperate fully in the Employer's discontinuance of operations and agrees not to engage in any strike, slowdown, or other concerted activity, or to in any other way disrupt or otherwise interfere with the Employer's discontinuance of operations.

If an employee is offered a transfer within sixty (60) miles of the store in which he was last working and refuses to accept the transfer, he forfeits his right to severance pay and holiday pay.

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 no provisions of this Article shall apply.

The Employer agrees to give the employees and the Union four (4) weeks notice in advance of a store closing or sale. When such notice is given an employee shall remain with the Employer or forfeit his rights under this Article unless mutually agreed to by the employee, Employer, and the Union.

No benefits shall accrue under the terms of the Article unless the Employer makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, land condemnation, then this Article shall not apply.

Employees who are eligible for severance pay and accept a transfer to a lower rated job will maintain their present rate, or the rate for the contract covering the area to which they are transferred, whichever is greater. In the case of a Head Clerk who is offered a transfer, he will be paid the top clerk rate for the Contract covering the area to which he is assigned, or leaving, whichever is greater, except refusal to accept the transfer shall not disqualify his right to severance pay. An employee who is otherwise eligible for severance pay and refuses a transfer to a non-union store, shall not disqualify his right to severance pay.

**ARTICLE XVIII**  
**EXPIRATION, CONTINUANCE AND RETROACTIVITY**

**Section 18.1 Expiration, Continuance and Retroactivity**

This Contract shall be effective from April 5, 2006 through April 5, 2009, 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.

The Union agrees that this Agreement is intended to cover all matters affecting wages, hours and other terms and all other conditions of employment and similar or related subjects, and that during the term of this Agreement (except as otherwise provided herein), neither the Employer nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, except by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto executed the foregoing Agreement and affixed their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, LOCAL 431

JEWEL FOOD STORES

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

**WAGES - CLINTON, IOWA  
CLERKS**

<b>Classification</b>	<b>04/09/06</b>	<b>04/08/07</b>	<b>04/06/08</b>
<b>Assistant Service Manager</b>	\$13.20	\$13.55	\$13.90
<b>Courtesy Clerks</b>	\$6.35	\$6.50	\$6.65
<b>Regular Clerks</b>			
0-6 months	\$6.45	\$6.70	\$6.95
7 to 12 months	\$6.50	\$6.75	\$7.00
13 to 18 months	\$6.55	\$6.80	\$7.05
19 to 24 months	\$6.60	\$6.85	\$7.10
25 to 30 months	\$6.85	\$7.10	\$7.35
31 to 36 months	\$7.25	\$7.50	\$7.75
37 to 42* months	\$8.70	\$8.95	\$9.20
43 to 48 months	\$9.15	\$9.40	\$9.65
48 to 54 months	\$9.70	\$9.95	\$10.20
55 to 60 months	\$10.30	\$10.55	\$10.80
61 to 66 months	\$10.95	\$11.20	\$11.45
over 66 months	\$12.65	\$12.90	\$13.15
Red Circle	\$13.20	\$13.45	\$13.70
<b>Bakery Clerks</b>			
0 to 6 months	\$6.45	\$6.70	\$6.95
7 to 12 months	\$6.50	\$6.75	\$7.00
13 to 18 months	\$6.55	\$6.80	\$7.05
19 to 24 months	\$6.60	\$6.85	\$7.10
25 to 30 months	\$7.05	\$7.30	\$7.55
over 30	\$8.70	\$8.95	\$9.20
<b>Floral designers</b>			
0 to 6	\$6.60	\$6.85	\$7.10
7 to 12	\$7.15	\$7.40	\$7.65
13 to 18	\$7.35	\$7.60	\$7.85
19 to 24	\$7.70	\$7.95	\$8.20
25 to 30	\$8.05	\$8.30	\$8.55
over 30	\$9.15	\$9.40	\$9.65
<b>Floral clerks</b>			
0 to 6 months	\$6.45	\$6.70	\$6.95
7 to 12 months	\$6.50	\$6.75	\$7.00
13 to 18 months	\$6.55	\$6.80	\$7.05
19 to 24 months	\$6.60	\$6.85	\$7.10
25 to 30 months	\$6.65	\$6.90	\$7.15
over 30	\$7.70	\$7.95	\$8.20

ratification bonus payable as follows:

\$650.00 for full time employees  
 \$400.00 for part time employees with more than 6 months service  
 \$200.00 for part time employees with less than 6 months of service  
 Ratification bonus contingent upon ratification before April 7, 2006

For all regular clerks, bakery clerks, and floral whose current rate as of April 5, 2006 is higher than the red circled rate above the increases are as follows:

<b>04/09/06</b>	<b>04/08/07</b>	<b>04/06/08</b>
\$0.25	\$0.25	\$0.25

For courtesy clerks active as of April 5, 2006, who have more than 15 years of service as of the date of ratification, they will receive an additional one time increase of \$.20, in addition to the service clerk increase as noted above.



**WAGES - GENESEO, ILLINOIS  
CLERKS**

<b>Classification</b>	<b>04/09/06</b>	<b>04/08/07</b>	<b>04/06/08</b>
<b>Assistant Service Manage</b>	\$13.20	\$13.55	\$13.90
<b>Courtesy Clerks</b>	\$6.65	\$ 6.80	\$ 6.95
<b>Regular Clerks</b>			
0-6 months	\$6.75	\$7.00	\$7.25
7 to 12 months	\$6.75	\$7.00	\$7.25
13 to 18 months	\$6.75	\$7.00	\$7.25
19 to 24 months	\$6.75	\$7.00	\$7.25
25 to 30 months	\$6.85	\$7.10	\$7.35
31 to 36 months	\$7.25	\$7.50	\$7.75
37 to 42* months	\$8.70	\$8.95	\$9.20
43 to 48 months	\$9.15	\$9.40	\$9.65
48 to 54 months	\$9.70	\$9.95	\$10.20
55 to 60 months	\$10.30	\$10.55	\$10.80
61 to 66 months	\$10.95	\$11.20	\$11.45
over 66 months	\$12.65	\$12.90	\$13.15
Red Circle	\$13.20	\$13.45	\$13.70
<b>Bakery Clerks</b>			
0 to 6 months	\$6.75	\$7.00	\$7.25
7 to 12 months	\$6.85	\$7.10	\$7.35
13 to 18 months	\$6.95	\$7.20	\$7.45
19 to 24 months	\$7.15	\$7.40	\$7.65
25 to 30 months	\$7.25	\$7.50	\$7.75
over 30	\$8.70	\$8.95	\$9.20
<b>Floral Designers</b>			
0 to 6	\$6.75	\$7.00	\$7.25
7 to 12	\$7.15	\$7.40	\$7.65
13 to 18	\$7.35	\$7.60	\$7.85
19 to 24	\$7.70	\$7.95	\$8.20
25 to 30	\$8.05	\$8.30	\$8.55
over 30	\$9.15	\$9.40	\$9.65
<b>Floral Clerks</b>			
0 to 6 months	\$6.75	\$7.00	\$7.25
7 to 12 months	\$6.85	\$7.10	\$7.35
13 to 18 months	\$6.95	\$7.20	\$7.45
19 to 24 months	\$7.05	\$7.30	\$7.55
25 to 30 months	\$7.15	\$7.40	\$7.65
over 30	\$7.70	\$7.95	\$8.20

**Ratification bonus as follows:**

\$650.00 for full time employees  
 \$400.00 for part time employees with more than 6 months service  
 \$200.00 for part time employees with less than 6 months of service  
 Ratification bonus contingent upon ratification before April 7, 2006

For all regular clerks, bakery clerks, and floral who are at \$6.50 or higher and active as of April 5, 2006 the increases are as follows:

<b>04/09/06</b>	<b>04/08/07</b>	<b>04/06/08</b>
\$0.25	\$0.25	\$0.25

This also includes clerks higher than the red circled rate as noted above.

For courtesy clerks active as of April 5, 2006, who have more than 15 years of service as of the date of ratification, they will receive an additional one time increase of \$.20, in addition to the service clerk increase as noted above.