5-14-1978

Great Atlantic and Pacific Tea Company, Incorporated and Retail Clerks Local Union, Local 1063, AFL-CIO (1978)

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Great Atlantic and Pacific Tea Company, Incorporated and Retail Clerks Local Union, Local 1063, AFL-CIO (1978)

Location
Fulton, GA; DeKalb, GA; Clayton, GA; Cobb, GA

Effective Date
5-14-1978

Expiration Date
May 1981

Number of Workers
819

Employer
Great Atlantic & Pacific Tea Company, Inc.

Union
Retail Clerks Local Union

Union Local
1063

NAICS
44

Sector
P

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AGREEMENT
BETWEEN

THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.
ATLANTA, GEORGIA

AND

RETAIL CLERKS INTERNATIONAL UNION, AFL-CIO
LOCAL UNION NO. 1063

EFFECTIVE - MAY 14, 1978
EXPIRES - MAY 9, 1981

INDEX

ARTICLE 1 AGREEMENT 1
ARTICLE 2 COVERAGE 1
ARTICLE 3 MANAGEMENT RIGHTS 1
ARTICLE 4 UNION SECURITY CLAUSE 2
ARTICLE 5 CHECK-OFF 2
ARTICLE 6 VACATIONS 3
ARTICLE 7 HOLIDAYS 4
ARTICLE 8 WORKING CONDITIONS 5
ARTICLE 9 SENIORITY 9
ARTICLE 10 SHOP STEWARDS 10
ARTICLE 11 GRIEVANCE PROCEDURE 11
ARTICLE 12 NO STRIKE, NO LOCKOUT 12

K-5/81
INDEX

ARTICLE 13
ARTICLE 14
ARTICLE 15
ARTICLE 16
ARTICLE 17
ARTICLE 18
ARTICLE 19
ARTICLE 20
ARTICLE 21
ARTICLE 22
ARTICLE 23
ARTICLE 24
ARTICLE 25
ARTICLE 26

INDEX

LEAVE OF ABSENCE
OTHER AGREEMENTS
HEALTH AND WELFARE AND
LEGAL CARE
PENSION PLAN
SEPARATION PAY
INJURY ON THE JOB
SEPARABILITY
RELIEF PAY
THRIFT PLAN
UNION NOTICES & BULLETINS
NON-DISCRIMINATION
WAGES
MAJOR TECHNOLOGICAL CHANGES
DURATION OF CONTRACT
SCHEDULE 1
SCHEDULE 1, PAGE 2
SCHEDULE 2
SCHEDULE 2, PAGE 2
APPENDIX "A"
APPENDIX "B"

PAGE

12
14
15
16
17
18
18
18
19
19
19
22
22
23
24
25
26
27
29
AGREEMENT

THIS AGREEMENT is effective May 14, 1978 through May 9, 1981, by and between THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC., a corporation, hereinafter referred to as the "Employer", and RETAIL CLERKS LOCAL UNION No. 1063, chartered by the Retail Clerks International Union, AFL-CIO, referred to hereinafter as the "Union", said Agreement covering the Retail Grocery and Produce Department employees in the Employer's stores in Fulton, DeKalb, Clayton and Cobb Counties: Manchester, Rome, Cartersville, Madison, Griffin, Washington, Douglasville, Cedartown, Lawrenceville, Warner Robbins, Athens, Augusta, Conyers, Covington and Thomson, Georgia.

ARTICLE 1
PURPOSE OF AGREEMENT

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

ARTICLE 2
COVERAGE

The Employer recognizes the Union as the exclusive bargaining agent for all of its employees covered by this Agreement employed as full time clerks, part time clerks, sackers, checkers, stockmen, dairy-frozen food clerks, head cashiers, produce department heads, assistant managers, courtesy clerks, head night stock clerks and front end managers.

ARTICLE 3
MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control 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 methods or facilities, and the right to establish and maintain reasonable 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 employees and provided further that it will not be used for the purpose of discrimination against any employee.

ARTICLE 4
UNION SECURITY CLAUSE

A. If there should be a change in the Law permitting a Union Shop, the following shall be effective the week following such change:

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 or before the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing with 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 or after the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

B. In the interest of promoting cooperative relations, the store manager will introduce each new employee in his store to the Union Shop Steward within one week after the new employee reports to work. At this meeting, which shall take place during working hours, the Shop Steward shall give the new employee a copy of the contract and shall explain its operation. The Shop Steward may answer any questions the new employee asks him, may request the new employee to join the Union, and may make arrangements for the new employee to become a member.

ARTICLE 5
CHECK-OFF

A. For the duration of the present contract or any renewal thereof, the Employer agrees to deduct Union initiation fees and dues in such amount as Local No. 1063 shall determine and provide for its members generally, from the pay of each employee who has signed a properly approved authorization card. The Union shall officially, in writing, notify the Employer of its current initiation fee and monthly dues, and if there is any change, notice of the change will be given to the Employer in writing.
B. The Employer shall deduct Union Initiation Fees and Dues on a weekly basis as set forth by the Union and its By-Laws. Dues shall be remitted on a monthly basis to the local Union.

C. The Company agrees to honor and to transmit to the Union contribution deductions to the RCTU 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.

ARTICLE 6
VACATIONS

A. A full time employee will be eligible for vacation according to the following schedule:

1. After one (1) year of continuous service, one (1) week.
2. After three (3) years of continuous service, two (2) weeks.
3. After seven (7) years of continuous service, three (3) weeks.
4. After fourteen (14) years of continuous service, four (4) weeks.
5. After twenty (20) years of continuous service, five (5) weeks.

After qualifying for vacations listed in this Article, a full time employee will be eligible for vacation as of January 1st each succeeding year thereafter.

If any holiday listed in Article 7 occurs during an employee's vacation, he shall have one (1) additional day added to his vacation.

B. A part time employee who is not entitled to vacations according to the policy of the Employer shall be granted a part time vacation under the same general rules as provided for full time employees, and part time vacation will be figured on the number of hours in this vacation qualifying year divided by fifty-two (52).

C. The qualifying date for all vacation purposes of any part time employee who subsequently, and without 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.

D. The scheduling of vacations shall be by the Employer, giving due consideration to seniority and to the desires of the employees, but subject to the Employer’s determination that the store shall be at all times adequately manned. No employee shall be entitled to defer his vacation to an extent that he receives more than the one, two, three, four or five weeks of vacation to which he is entitled, as provided herein, in any one calendar year.
Vacation pay for employees returning from absence from work will be reduced as follows:

1. Absence from work up to 90 days will not reduce vacation pay.

2. Absence from work of 90 days but less than 180 days will reduce vacation pay by one-fourth ($\frac{1}{4}$).

3. Absence from work of 180 days but less than 270 days will reduce vacation pay by one-half ($\frac{1}{2}$).

4. Absence from work of 270 days or more will disqualify an employee for vacation pay for that year.

Employees who are on leave due to on-the-job injury shall have no reduction in vacation pay.

ARTICLE 7
HOLIDAYS

A. The following will be recognized as Holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or days legally celebrated in lieu thereof. Full-time employees who work their scheduled day immediately preceding a holiday and their scheduled day immediately following a holiday shall receive eight (8) hours pay in addition to the hours worked. Full-time employees who are absent on their scheduled day immediately preceding a holiday or their scheduled day immediately following a holiday shall not be paid holiday pay unless absence is due to proven illness or the absence is excused by the Employer, in which case the employee shall receive holiday pay, provided he worked any part of the holiday week. Overtime at time and one-half ($1\frac{1}{2}$) will not be paid during a holiday week until the hours actually worked exceed thirty-two (32) hours. Any extra hours worked during the holiday week which do not exceed 32 hours will be paid for at straight time. Sunday and holiday work shall be rotated among employees who are available for such work.

All hours worked on Sunday and holidays set forth in Article 7 will be outside the basic work week for full-time employees and all hours worked by an employee will be paid for at double the employee's straight time hourly rate. There will be no pyramiding of premium pay and any hours paid for at premium pay will not be counted in computing overtime.

B. Employees with one year continuous service will be granted a personal holiday. The day will be one mutually satisfactory to the employee and the store manager. This holiday shall be granted no later than thirty (30) days after the employee's request.

Employees with one year continuous service will receive two day's pay added to their first week's vacation each year in lieu of two additional holidays.
C. A part time employee who has worked in twelve (12) or more weeks shall be entitled to holiday pay, 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 if excused by the Employer. The employee shall receive the holiday pay, provided he 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:

<table>
<thead>
<tr>
<th>Average Hours Worked</th>
<th>Holiday Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 32 hours and over</td>
<td>4 hours</td>
</tr>
<tr>
<td>32 hours and over</td>
<td>8 hours</td>
</tr>
</tbody>
</table>

Employees are to receive the Monday nearest their birthday as a holiday with eight (8) hours pay (or portion of eight (8) hours pay in the case of part time employees).

D. There shall be no work performed on Thanksgiving and Christmas Day. If major retail food competitors within the individual operating areas covered by this Agreement are closed on Easter Sunday, employees covered by this Agreement within the individual operating areas where major retail food competitors are closed, shall not be required to work on Easter Sunday.

E. Night stock crews shall not be scheduled to work prior to 6 A.M. the day following Thanksgiving and Christmas Day. If store closed on Easter, this applies to that holiday also.

ARTICLE 8
WORKING CONDITIONS

A. (1) The hours for each employee shall be scheduled by the Employer. A work schedule shall be posted by noon Friday for the succeeding week. Employees may be added as necessary.

(2) The schedule for full time employees will not be otherwise changed unless such change is necessitated by an emergency such as fire, flood, windstorm or other acts of nature, but in no case will full time employees' schedules be changed to the extent they do not work the full work week of forty hours, provided there remains sufficient hours in the work week. In such event the provisions of Article 8D (daily overtime) and Article 24 (J) (night premium) may be waived to allow an employee who so desires to complete a forty hour schedule. The schedule for part time employees may be changed provided the employee involved is notified of the change not later than the day before such change is to take effect, except that such notice will be waived in case of sickness or emergency.

(3) The Employer will schedule available hours of work on a seniority basis (providing the employee is capable of performing the work assigned) so as to create and maintain the greatest number of full time jobs that is possible.
(4) Employees who fail to call in prior to their scheduled reporting time when absent or tardy may be subjected to disciplinary action up to and including discharge.

(5) Senior employees within a classification, within a store, who do not work the basic work week will be granted the weekly schedules having the greater number of hours, provided such employees are qualified and available to work the full schedule.

Part time employees will be allowed to claim daily schedules within his store in his classification based on seniority in order to provide forty (40) straight time hours per week, excluding overtime hours.

Such employees must claim hours within the area of his job assignment and must be available and able to perform the work. In no instance shall the claiming of hours result in a reduction of an employees schedule to less than the twelve (12) hour part time guarantee.

Hours in newly remodeled stores and new stores will not be available for claiming until the store is classified.

(6) Part time employees will be scheduled for a minimum of twelve (12) hours per week to be worked Monday through Saturday, except that a part time employee called in on Saturday (who has not previously worked that week) will be scheduled for the hours from the time called in to the time the store closes.

(7) Schedules with hours after 6:30 P.M. will be rotated among available employees as far as it is practical to do so.

(8) There will be a ten (10) hour break between the shifts of night stock crews.

B. The work week for full time employees shall consist of forty (40) hours to be worked in five (5) days or less.

C. All work in excess of forty (40) hours shall be paid for at time and one-half (1½).

D. All work in excess of nine (9) hours per day shall be paid for at the rate of time and one-half (1½) the employee's regular rate. The Employer may schedule night stockers four (4) ten (10) hour shifts, not necessarily consecutive, without incurring daily overtime, provided it is agreeable with the Union, and the majority of the employees involved.

E. (1) Time and one-half (1½) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

(2) It is understood that the employee may punch the time clock five (5) minutes before his scheduled hour for reporting for work each day and the employee may also punch the time clock seven (7) minutes after his scheduled quitting time each day before the payment of overtime. Should the employee begin work and punch the clock more than seven (7) minutes, either at the beginning or ending of his scheduled work day, the overtime will be computed for not less than fifteen (15) minutes.
(3) It is understood that this tolerance time is for the purpose of checking in and out and the employee will not be required to work during this time.

F. No employee shall be required to work a split shift schedule.

G. If a full time employee is required to work outside of his schedule, he shall not be required to take time off from his schedule that week in order to avoid overtime. All employees will be required to wait upon customers in the store at closing time, to clean up and put away perishable merchandise.

H. Employees shall be allowed one (1) hour without pay for lunch. No employee shall be required to work more than five (5) hours without a lunch period.

I. Any uniform deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer. In the event dacron or similar type uniforms are furnished to female employees, such uniform shall be laundered by the employee.

The Employer will furnish one (1) apron per day for each employee.

The Employer will furnish one (1) smock per day for use in the Produce Department.

J. Any employee who is instructed to report for work shall be guaranteed at least four (4) hours work, except that part time employees working after school in stores that close before 8 P.M. will be guaranteed two (2) hours work.

K. The Union card shall be displayed in all stores covered by this Agreement.

L. (1) Employees working four (4) hours per day up to seven (7) hours per day shall receive one (1) fifteen (15) minute rest period per day. Employees working seven (7) hours or more per day shall receive two (2) fifteen minute rest periods per day. Rest periods will be scheduled in accordance with the needs of the business but no earlier than one (1) hour after reporting time.

(2) There will be a thirty (30) minute paid supper period in lieu of the fifteen (15) minute rest period for all employees who work more than eight and one-half (8½) hours and beyond 7:30 P.M.

M. (1) If an employee is transferred from one store to another, he shall be given twenty-four (24) hours' advance notice of such transfer, except in case of emergency. Employees will be told of transfer as soon as this information is available to the store manager.

(2) An employee in one of the following classifications: stock clerk, produce clerk and cashier, who desires a transfer to another location, may request such a transfer in writing to the Personnel Manager with a copy to his or her supervisor and the local Union. When a vacancy occurs, the Employer will review any requests filed for that location by seniority, ability and consistent with the needs of the business.
(3) Assistant store managers, produce clerks, and head clerks may request a transfer as provided hereinabove. However, in the case of such request, a decision will be based upon the employee's experience and ability to perform the work as determined by the Employer.

Requests for transfers shall be valid for a period of six (6) months from the date received in the Personnel Department.

N. In case of a temporary transfer at the request of the Employer, involving more than ten (10) additional miles of travel per day, the employee will be reimbursed for the additional miles traveled at fourteen cents (14¢) per mile.

O. All male employees are to be allowed to wear open-collar white sport shirts during the summer months.

P. Employees' six month Work Progress Reports will be made out in ink with a copy provided to the employee.

Q. "The Fair Labor Standards Act", as amended, requires, among other things, that all time worked by employees be accurately recorded and that employees receive compensation for all time worked in excess of forty (40) hours in any work week at one and one-half (1½) times their regular hourly rate of pay. The Parties recognize and agree that strict compliance with this Act is in the best interests of the Employer, the Union and the employees. Therefore, the Employer will not request, suffer or permit any employee to work off-the-clock, and the Union agrees to cooperate with and to assist the Employer in assuring strict compliance with this important federal legislation.

So that discipline will be applied consistently and uniformly throughout the Atlanta Division, the following steps will be taken to discipline employees, including management, who violate "The Fair Labor Standards Act" as stated herein.

FIRST OFFENSE: ONE WEEK'S SUSPENSION WITHOUT PAY

SECOND OFFENSE: DISCHARGE!

R. A suitable number of raincoats will be furnished each store for the use of employees who are required to carry packages to the customer's automobiles.

It is understood that the raincoats remain the property of the Employer and are not to be worn away from the premises.

S. All work and services connected with or incidental to the handling or selling of merchandise (except potato chips, beverages, cookies, bakery products, rack jobbers) offered for sale to the public in the Employer's retail establishments covered by this Agreement, shall be performed only by employees of the Bargaining Unit. This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to new or remodeled stores or to initial special displays, unless such special displays have a tendency to become too constant or too often. There shall be no expansion of the present practice which might tend to erode bargaining unit employment
during the life of this Agreement. If the Employer violates this section, using non-bargaining unit people, the most senior part time clerk shall be paid equal to journeyman rate for time spent by non-bargaining unit person performing bargaining unit work.

II. If an employee in this unit is required to work in the meat department temporarily, the hours worked in the meat department will be counted as hours worked for the purpose of Article 15, Paragraph A, and Article 16, Paragraph A (Pension).

V. Employees shall not use their personal automobile to perform duties for the Employer.

V. No employee will be required to take a polygraph test.

ARTICLE 9
SENIORITY

A. In layoffs and recalls, seniority shall apply. Seniority shall be defined as the length of last continuous employment. There shall be one seniority list for full time employees and a separate seniority list for part time employees. Seniority for layoffs shall be administered in accordance with the provisions of Appendix "A" attached.

B. In the matter of permanent transfers, length of service shall be the controlling factor.

C. In the matter of promotions within the bargaining unit, where experience in the industry and aptitude are relatively equal, the employee having the greatest seniority shall receive preference.

Permanent vacancies for the positions of head cashier, produce manager and assistant manager will be posted in each store within the district manager's area where the opening occurs for a minimum of three (3) days prior to the appointment, subject to the provisions of the previous paragraph. Such notice shall be of a uniform size and shall be posted in a prominent location to be seen by all employees.

D. In the event employees engage in an authorized work week stoppage, employees will be called back by seniority within their classifications as needed in their store on termination of the authorized work stoppage.

E. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six (6) months, or if he is called back to work after a layoff and does not report for work within one (1) week.

P. (1) During the first thirty (30) days of employment, a new employee shall be considered as being employed on a trial basis and may be discharged at the discretion of the Employer. No employee shall acquire any seniority rights until he has been employed for at least thirty (30) days.
(2) If an employee neglects to have a physical after being notified to do so within thirty (30) days, the period of probationary employment will extend, for physical examination only, until such physical is taken, approved or disapproved.

G. Part time employees will be given preference for full time jobs if qualified, but not to the exclusion of the employment of new employees.

Part time employees who have previously notified the Employer's Personnel Department in writing that they desire to obtain full time work shall be given preference for full time jobs on the basis of seniority and their qualifications when full time jobs are available within the Supervisor's territory in which they are employed.

H. The Employer agrees to furnish the Union with a seniority list for full time employees and a seniority list for part time employees each six (6) months.

Any grievance arising from the interpretation of this clause shall be subject to the Grievance Procedure as outlined in Article 11 of this Contract.

I. When employees object to night stock work, the night stock work shall be assigned by seniority beginning with employees at the bottom of the seniority list.

Employees within a store may transfer from night stock work to the day shift when vacancies occur within their classification on the basis of seniority.

The employee will be given a two (2) week trial and training period. If, at the end of such time, the employee is not qualified, he shall be returned to his previously held position on the night stock crew. Employees may exercise their rights under this clause not more frequently than six months.

J. Employees who are promoted to a supervisory position with the Employer may return to their former position within six (6) months. Seniority shall not accumulate during the period the employee is in a supervisory position; however, he shall retain seniority already earned for the six (6) month period.

**ARTICLE 10**

**SHOP STEWARDS**

The Union shall have the right to designate a Shop Steward for each store. It shall be the duty of the Shop Steward to inspect the cards of those coming under the jurisdiction of this Union and to report his finding to the Union office and to perform such other duties as the Union may require. The Shop Steward shall perform his duties with the least inconvenience to his Employer as possible.

He is not to use his position as Shop Steward as an excuse to avoid performing his duties to his Employer. The Union shop steward
(not the alternate shop steward) shall be the last employee in his classification in his store to be transferred or laid off. Company must receive written notification of stewards election or appointment prior to granting above.

ARTICLE 11
GRIEVANCE PROCEDURE

A. Should any difference, disputes, or complaints arise over the interpretation or application of the contents of the 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 Shop Steward and/or the Union Business Agent and the Manager of the store and/or the Store Supervisor.

Step 2. By conference between the Shop Steward, or the Business Agent, Store Manager and the Supervisor.

Step 3. By conference between an official or officials of the Union and the Vice President, or a representative of the Employer so delegated by the Vice President, or both.

Step 4. In the event that the last step fails to settle satisfactorily the complaint, it shall be referred to the Board of Arbitration. Request for arbitration shall be made in writing within ten (10) days of answer in Step 3 above and such request shall specify the grievance to be arbitrated.

B. The Board of Arbitration shall consist of one (1) person appointed by the Union and one (1) person appointed by the Employer. Said two (2) persons shall, within two (2) days after disagreement, request the American Arbitration Association to furnish a panel of seven (7) arbitrators from which the third arbitrator shall be selected, and the decision of the majority shall be binding on both parties. Each party hereto shall pay the arbitrator of its own selection and shall jointly pay the third arbitrator and other legitimate expenses jointly incurred in the arbitration cases.

C. The Arbitration Board may not amend, alter, add to, or strike from this contrac. Its decision or award or an award of the majority thereof, subject to the above limitation, shall be final and binding upon both parties.

D. The Employer may at any time discharge any worker for proper cause. The Union may file a written complaint within five (5) days of notification with the Employer, asserting that the discharge was improper. Such complaint must be taken up promptly; and if the Employer and the Union fail to agree within forty-eight (48) hours, it shall be referred within twenty-four (24) hours to the Board of Arbitration, as provided in Paragraph B above. Should the Board determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the Board. The Union will be given written notification
of any discharge within fifteen (15) days after discharge.

E. The Manager of a store, or person in charge, shall grant to any acc- redited Union official access to the store for the purpose of satisfying himself that the terms of this Agreement are being complied with, so long as it does not interfere with the operation of the store business.

F. The Employer shall have the right to call a conference with the Shop Stewards or officials of the Union for the purpose of discussing his grievances or criticisms.

G. No employee shall be discriminated against because of union affiliation or activities.

H. Employees shall have the unqualified right to register complaints or grievances or to testify in any proceeding under the provisions of this Contract without in any way jeopardizing their employment status or being subject to discrimination.

I. Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than thirty (30) calendar days after such has happened.

J. It is agreed that Steps 1 and 2 of this Dispute Procedure may be waived if mutually agreeable to the Employer and the Union.

K. The Union shall have the right to determine if an employee's grievance is qualified to be submitted to arbitration by the Union, and such determination shall be binding on the employee and the Union.

ARTICLE 12
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 by any Union members. The Employer agrees that there shall be no lock-out.

B. The Union further agrees that its members will not refuse to cross a legal labor picket line until such time such line is officially authorized by the Local Union, and further that in the event the Local Union does recognize such established picket line, it shall notify the Employer forty-eight (48) hours in advance of such action.

ARTICLE 13
LEAVE OF ABSENCE

A. PREGNANCY: A female employee may be granted a leave of absence without pay upon her written request supported by a statement from her physician certifying that the employee is pregnant and the anticipated birth date. Such leave shall begin when the employee becomes unable to
perform her job properly or her health and safety becomes endangered because of her condition. The initial leave of absence shall not exceed six months; however, extensions may be granted up to ninety (90) days at a time for a cumulative total of one year, if requested and granted in writing supported by proper medical evidence prior to each expiration.

It is understood that the employee will retain seniority but will not accumulate any seniority while on leave of absence. Employees on leave of absence shall lose all seniority rights if they seek employment elsewhere. It is understood that no service credit toward earned vacation will accrue during such absence.

B. (1) UNION BUSINESS-PERMENENT OFFICE: Any two members of the Union employed by the Employer during the period of this Agreement who are elected to permanent office in the Union or are assigned by the Union to any Union activity necessitating leave of absence, shall be granted such leave of absence without pay and shall, at the end of his term in the first instance, or at the end of his mission in the second instance, be given reemployment to his former position or the equivalent thereof at his former wage rate plus any increase or less any reduction that may have become effective during his absence, such leave of absence to be limited to the life of this Agreement.

(2) UNION BUSINESS GENERAL: 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 one (1) week's notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year. It is understood that the number of employees will be limited to six (6) at any one time and further there will be no more than one (1) employee from any one store.

C. SICKNESS OR INJURY: (1) An employee who is absent from work because of sickness or injury for a period exceeding two (2) weeks must apply for a medical leave of absence as provided below prior to being absent over two (2) weeks.

A leave of absence because of sickness or injury not to exceed ninety (90) days will 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 to each expiration.

(2) An employee returning from a leave of absence exceeding ninety (90) days shall give the Personnel Department notice in writing one week prior to schedule posting for week employee will return to work.

(3) In case of an absence due to an injury on the job, the maximum period for a leave of absence shall be three (3) years and subject to the provisions as stated above.

D. MILITARY LEAVE: Former employees returning from a Military Leave of Absence and after three (3) months at work will be allowed vacation with pay in accordance with vacation provisions. Time spent on Military Leave of Absence will count as Company service in qualifying for the above vacation benefits.
E. **FUNERAL LEAVE:** In case of a death in the immediate family of an employee, the employee will be paid for a reasonable period of absence, depending upon the circumstances, but not to exceed three (3) days, provided he attends the funeral. In no case will he receive more than his normal week's pay. "Immediate family" shall mean spouse, parent, mother-in-law, father-in-law, child, brother, sister, grandparents or any relatives residing with the employed.

F. **PERSONAL LEAVE OF ABSENCE:** A leave of absence up to thirty (30) days shall be granted to an employee who has had one (1) year of continuous service for reasonable personal reasons, but not for the purpose of engaging in gainful employment elsewhere. Any such employee desiring a leave of absence 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. The length of absence shall be commensurate with the need.

G. Time spent on leave of absence will not be counted as time worked for the purpose of wage computation and will not result in loss of seniority. In case of 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 in cases where such employee works for the Union.

H. **JURY DUTY LEAVE:** Full time employees actually serving on jury duty will receive the difference between their straight time weekly basic pay and the amount received while on jury duty. They will be expected to work on days when the jury is not in session, or days when the jury is in session and the employee is dismissed from jury duty prior to twelve o'clock noon. Employees will be required to present proof of actual jury service in order to be entitled to jury duty pay as provided in this paragraph.

In the event any employee is subpoenaed by the Company to appear in Court on behalf of the Company, or assist in any legal proceedings on behalf of the Company, the employee will be compensated for the time involved at his regular rate of pay, straight time or premium, as set forth in Article 13 of this Agreement.

**ARTICLE 14**
**OTHER AGREEMENTS**

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
ARTICLE 15
HEALTH AND WELFARE AND LEGAL CARE

A. (1) The term "eligible employee" shall mean an employee who has worked an average of twenty-eight (28) hours per week for a period of eight (8) consecutive calendar weeks (224 hours). Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks (224 hours) and such date shall hereinafter be referred to as his eligibility date.

(2) In the case of part time employees, the term "eligible employee" shall mean an employee who has worked an average of twelve (12) hours or more per week for the eight (8) consecutive weeks immediately preceding the first of any month. Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks and such date shall hereinafter be referred to as his eligibility date.

B. (1) The Employer shall contribute sixty-one dollars ($61.00) per month (effective May 1, 1979, seventy-one dollars ($71.00) per month; effective May 1, 1980 eighty-one dollars ($81.00) per month) for each eligible employee to the Retail Clerks Union and Employers Insurance Fund, which Fund is a jointly administered Employer and Union Trust Fund, as provided in the Trust Agreement.

(2) The Employer shall contribute twenty dollars and fifty cents ($20.50) per month (effective May 1, 1979, twenty-five dollars and fifty cents ($25.50) per month; effective May 1, 1980, thirty dollars and fifty cents ($30.50) per month) for each eligible part time employee.

(3) Effective August 1, 1978, the Employer shall contribute for each eligible employee, whether part time or full time, one dollar ($1.00) per month (effective May 1, 1979, one dollar and fifty cents ($1.50) per month; effective May 1, 1980, two dollars ($2.00) per month) to the Retail Clerks Union and Employers Legal Assistance Fund, which Fund is a jointly administered Employer and Union Trust Fund, as provided in the Trust Agreement.

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

1. A lay-off or leave of absence of thirty (30) calendar days or more, except as otherwise provided below.

2. The employees ceasing to be an eligible employee due to his failure to work an average of twenty-eight (28) hours or more per week for eight (8) consecutive calendar weeks (224 hours), or in the case of a part time employee due to his failure to work an average of twelve (12) hours or more per week for the eight (8) consecutive weeks immediately preceding the first day of any month. For the purpose of this paragraph, an eligible 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.
Contributions to each Trust Fund shall be continued under the following conditions:

1. In case of illness, pregnancy, noncompensable or compensable injury, six (6) months contribution following the month in which the illness or injury occurred.

In case of compensable injury, contributions will be made until such time as the employee is allowed to return to work or a final settlement is reached on his claim.

2. The Employer agrees to pay the contributions to each 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 dishonesty, drinking, or drunkenness on the job or resigns to go into business for himself.

E. Employer contributions which have been discontinued as provided in Paragraph D-1 will be resumed on the first day of the month following return to work on the Employer's active payroll after illness, injury or pregnancy.

F. The "eight (8) consecutive calendar weeks" referred to in Paragraph A shall mean the eight (8) consecutive calendar weeks immediately preceding the first day of the calendar month.

G. When an employee fails to qualify for the twenty-eight (28) hour contribution as provided in Paragraph B-1, but qualifies for the twelve (12) hour contribution provided in Paragraph B-2, that contribution shall be made when the contribution provided in Paragraph B-1 is discontinued.

ARTICLE 16
PENSION PLAN

A. The Employer agrees to contribute to a jointly administered Trust Fund known as the Retail Clerks Unions-Southern Division and Employers Pension Fund the sum of twenty cents (20¢) per hour; effective January 1, 1979, twenty-two cents (22¢) per hour; effective January 1, 1980, twenty-five cents (25¢) per hour; and effective January 1, 1981, thirty cents (30¢) 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 monthly contributions, the Employer shall report to the Union and the Trust Fund all hours worked by all employees for which contributions were required during the preceding month.

B. The contributions provided for in (A) hereof shall be for the purpose of providing such pension benefits for eligible employees and other eligible persons as are determined from time to time by the Trustees of the aforesaid Trust Fund pursuant to the terms of a Trust Agreement.
Declaración of Trust which shall be designated as Appendix A and attached to this Agreement as a part thereof.

C. The Employer hereby agrees to execute and be bound by the existing trust agreement covering the aforesaid fund and any amendments thereto, without delay.

D. The Employer shall begin to make contributions to the Trust Fund on January 1, 1971. In the event that Treasury Department approval has not been received or contributions to the Trust Fund are not deductible expenses under the Internal Revenue Code of 1954, as amended, or the Trust is not in operation by January 1, 1971, for any reason or if for any reason the Fund cannot begin to receive contributions by January 1, 1971, then all of the contributions which the Employer is required to make the Fund shall be paid into a separate, interest-bearing, bank account until such time as the Trust Fund can receive such contributions and interest. Upon payment of monthly contributions, the Employer shall report to the Union and the Trust Fund all hours worked by all employees for which contributions were required during the preceding month.

E. On the date that the Employer obligated to make contributions into the Pension Fund or into the interest-bearing bank account provided for above, the employees covered by this Agreement upon such date shall automatically cease to participate in the Employer's Pension Plan (if any) then in effect. The Union as the bargaining agent for the employees covered by this agreement agrees on behalf of each of the said employees who are participants in the Employer's Pension Plan that each of said employees in consideration of the Agreement by the Employer to contribute to the Retail Clerks Union-Southern division and Employees Pension Fund, enabling said employees to participate therein shall then withdraw from and surrender, release and relinquish whatever rights, privileges and benefits he has, if any, in the Employer's Pension Plan effective with the date the Employer is obligated to make payments into the Retail Clerks Union-Southern Division and Employers Pension Fund.

F. The Employer agrees that any Retail Employer who executes or has executed a collective bargaining agreement with this Union or with other Local Unions, within the geographical jurisdiction of the Southern Division, chartered by the Retail Clerks International Association, which provides for contributions to a Pension Fund, shall be entitled to become a signatory to the Trust Agreement mentioned above by agreeing to the terms of the Trust Agreement and is accepted for participation in the Fund by the Trustees in accordance with the provisions of the Trust Agreement.

ARTICLE 17
SEPARATION PAY

A full time employee with more than six (6) months' full time 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 (1) week's notice or one (1) week's pay in lieu of notice. An employee separated during the week for any of these reasons is entitled to pay through the day he was told of his dismissal, plus
pay for one (1) additional week which, at the option of the Employer, may either be worked out or paid in lieu of notice.

ARTICLE 18
INJURY ON THE JOB

When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in 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 requires medical treatment as a result of the same injury, the Employer shall adjust the work schedules without penalty to the employee or Employer, to provide both the time for medical care and the number of hours of work for which the employee is regularly scheduled.

ARTICLE 19
SEPARABILITY

Any provision of this Agreement which may be adjusted by a court of last resort to be in conflict with any Federal or State 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 or State Law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be written to replace those provisions coming into conflict with the laws herein described.

ARTICLE 20
RELIEVING ASSISTANT MANAGER, PRODUCE DEPARTMENT HEAD, HEAD CASHIER AND HEAD NIGHT STOCK CLERK

In the absence of an Assistant Manager, Produce Department Head, Head Cashier, or Head Night Stock Clerk, for a period of three (3) consecutive days, holidays and Sunday excluded, a relief shall be appointed and the relief shall be paid at the rate of pay as shown in the first year bracket for the position he is fulfilling for the actual time such position was filled retroactive to the first day that he relieved in said position. The Company reserves the right to designate the person who is to fulfill the relief position.
ARTICLE 21
THRIFT PLAN

A. Eligible full time employees covered by this Contract may become members of the "Employees' Thrift Plan", in accordance with the terms and conditions of the Plan, as outlined in the prospectus attached hereto, and made a part hereof. The Union agrees that if the Plan is subsequently altered, modified or discontinued on a National Company basis, in accordance with Article 4, as shown in the attached prospectus, or otherwise, such change will not be subject to the grievance and arbitration procedure as provided in Article 11 herein, and will not be considered as a violation of this Contract; however, Article 11 will continue to apply.

ARTICLE 22
UNION NOTICES AND BULLETINS

There will be a place designated in each store for the posting of Union notices of meetings and bulletins.

ARTICLE 23
NON-DISCRIMINATION

The Union and the Employer each agree separately and collectively that the referral and employment practices followed shall be without regard to race, color, religion, age, sex or national origin; and that equal opportunity for employment shall be assured each qualified individual.

ARTICLE 24
WAGES

A. The minimum rates of pay for the employees covered by this Agreement are set forth in Schedule 1, attached hereto.

B. All employees who were over the scale in the expired agreement before the signing of this Agreement are to receive the same increases on the same dates as the other employees in their classification.

C. Assistant Managers, Produce Department Heads and Head Cashiers, in the determination of salary brackets, the store volume will be the weekly average sales for the last four (4) quarters prior to the anniversary date of this Contract, at which time necessary adjustments will be made, with the first adjustment to be made the Monday following the signing of this Contract. In event the reclassification of a store would result in a reduction in salary for the Assistant Manager or the Produce Department Head, their salaries will remain at their respective then prevailing rate.

D. Definition of Full Time and Part Time employees: A full time employee shall be one who works forty (40) hours per week. A part time employee shall be one who works less than forty (40) hours per week.

E. Part time employees covered by Schedules 1 and 2, after six (6) calendar months at the beginning part time rate, will advance to the first six (6) months wage bracket of the "full time clerk" wage schedule and for each nine (9) months thereafter will advance to the next highest bracket for the full time clerk wage schedule.
There will be a Frozen Food-Dairy Clerk assigned to all stores with a volume of $35,000 or more. The Frozen Food-Dairy Clerk is to receive $5.00 per week over his or her regular weekly rate.

It is understood that these employees may be assigned other work in the store.

G. There will be one Head Night Stock Clerk assigned to each night crew (unless a second Assistant Manager is assigned). The Head Night Stock Clerk is to receive $10.00 per week over his or her regular weekly rate.

H. The Employer shall determine qualifications and need for appointments to the classifications of Assistant Managers, Produce Department Heads, Head Cashiers, Frozen Food-Dairy Clerks and Head Night Stock Clerks in all stores. There will be one (1) Assistant Manager or one (1) Produce Department Head in all stores with a volume of less than $12,500.

Effective the first Sunday following ratification in stores classified in volume of $80,001 and over, there will be established a position of front end manager, in lieu of head checker. Employees selected for front end manager will receive an additional 10¢ per hour. In addition, said employees will receive an additional 10¢ per hour on the following dates: 5/13/79, 11/11/79, 5/11/80 and 11/9/80.

I. The Union shall be notified of any desire on the part of Employer to grant a merit wage increase before it is put into effect.

J. A night premium of thirty-five cents (35¢) per hour will be paid for all hours worked between 7:00 P.M. and 7:00 A.M. Monday through Thursday; 9:00 P.M. and 7:00 A.M. Friday; and 7:30 P.M. and 12:00 midnight Saturday.

K. All work performed after 6:30 P.M. on Christmas Eve will be paid for at two times the employees' basic hourly rate.

L. PREVIOUS EXPERIENCE

1. Previous proven comparable experience in national or local chain food stores shall be the basis for determination of employee's rate of pay.

2. Previous experience must be stated at the time and shown on application for employment, otherwise, the employee forfeits any claim under this provision.

M. A part time employee who is reclassified to the full time clerk classification will advance to the full time wage bracket corresponding to his length of service, considering nine (9) months to equal six (6) full time months.

N. On new stores or stores which may be remodeled, the Assistant Manager, Produce Department Head, Head Cashier, and Frozen Food-Dairy Clerk shall be paid his or her previous rate for fourteen (14) weeks. At the end of fourteen (14) weeks, the store will be reclassified based on the average weekly total sales for the twelve (12) weeks immediately following the first two (2) weeks after opening or remodeling, and the Assistant
Manager, Produce Department Head, Head Cashier and Frozen Food-Dairy Clerk rates will then be adjusted to the new classification with retroactive adjustment to the opening of the store.

0. Assistant Managers, Produce Department Heads, Head Cashiers, and Frozen Food-Dairy Clerks will be classified based on the average sales basis provided herein, but based on the average weekly total sales for the last four (4) quarters prior to the anniversary date of this Contract. A new list of the above will be established based on the reclassification if changes are involved.

P. COST OF LIVING

For the term of this Agreement, all classifications, except Courtesy Clerks, of employees indicated in Appendix "D" Wages, shall be covered by the provisions of a Cost of Living Allowance, as set forth below.

The amount of the Cost of Living Allowance shall be determined and re-determined as provided below on the basis of the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the BLS, U.S. Department of Labor (1967-100) and referred to herein as the "Index".

The first Cost of Living Allowance shall be effective 11/11/79, based on the difference between the Index figure of March, 1979, and the Index figure of September, 1979.

The second Cost of Living Allowance shall be effective 5/11/80, based on the difference between the Index figure of September, 1979 and the Index figure of March, 1980.

The third Cost of Living Allowance shall be effective 11/9/80, based on the difference between the Index figure of March, 1980 and the Index figure of September, 1980.

The basis of adjustment shall be a one cent (1¢) per hour allowance for every four-tenths (.4) increase in the Index during the above stated reviews.

The Index in effect as of the end of the designated month(s) will be the Index used to compute Cost of Living increase, if any.

The amount of any allowance, in effect at the time, shall be included in computing any payments under this Agreement, which are based on the regular hourly rate.

No adjustments, retroactive or otherwise, shall be made due to any revision that may be made in the published figures of the BLS consumer price "Index" after the amount of the cost of living adjustment has been determined and applied to the hourly base rates of pay.

In the event the C.P.I. shall be revised or discontinued, and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which will enable the Company and the Union to determine what the C.P.I. would have been had it not been revised or discontinued, the Company and the Union will negotiate and agree upon an appropriate substitute for the C.P.I.
C.O.L.A. payments shall become a part of the regular base rates, per Schedule "A" Wages.

ARTICLE 25
MAJOR TECHNOLOGICAL CHANGES

In the event the Employer introduces major technological changes affecting bargaining unit work, advance notice of such change 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.

ARTICLE 26
DURATION OF CONTRACT

Any alterations that may be desired by either party to this Agreement at the time of its expiration must be made known not later than sixty (60) days prior to the expiration and in the event sixty (60) days notice is not given, it is hereby agreed by and between both parties that this said Agreement shall be treated and considered as being renewed in full for the ensuing year from date of expiration. This Agreement expires the 9th day of May, 1981.

IN WITNESS WHEREOF the said parties have caused duplicate copies to be executed by their authorized officers. This ______ day of ________ 1978.

FOR THE UNION
RETAIL CLERKS LOCAL #1063

THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INCORPORATED
## Wage Schedule

### Area I

Stores in Fulton, Clayton, Cobb, DeKalb, Fayette, Gwinnett, Douglas, Henry, Newton, and Rockdale Counties

#### Effective Dates:
- 5-14-78
- 5-13-79
- 11-11-79
- 5-11-80
- 11-9-80

#### Classification:

### Front End Manager

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#### Checkers/Stock Clerks

- **Start**: 5.1080, 5.3080, 5.5080, 5.7080, 5.9080
- **After 6 Months**: 5.3360, 5.5360, 5.7360, 5.9360, 6.1360
- **After 12 Months**: 5.6100, 5.8100, 6.0100, 6.2100, 6.4100
- **After 18 Months**: 5.9000, 6.1000, 6.3000, 6.5000, 6.7000
- **After 24 Months**: 6.2790, 6.4790, 6.6790, 6.8790, 7.0790
- **After 30 Months**: 7.0600, 7.2600, 7.4600, 7.6600, 7.8600

### Part-Time Clerk

- 4.7580, 4.9580
WAGE SCHEDULE

AREA I

STORES IN FULTON, CLAYTON, COBB, DEKALB, FAYETTE, GWINNETT, DOUGLAS, HENRY, NEWTON, AND ROCKDALE COUNTIES

APPLICABLE TO EMPLOYEES HIRED AFTER 5-14-78

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STORES IN FULTON, CLAYTON, COBB, DEKALB, FAYETTE, GWINNETT, DOUGLAS, HENRY, NEWTON, AND ROCKDALE COUNTIES

APPLICABLE TO EMPLOYEES HIRED AFTER 5-14-78
### WAGE SCHEDULE

**AREA II**

**STORES IN ALL COUNTIES, EXCLUDING THOSE IN AREA I**

**EFFECTIVE:**

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>5-14-78</th>
<th>5-13-79</th>
<th>11-11-79</th>
<th>5-11-80</th>
<th>11-9-80</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FRONT END MANAGER</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Average Weekly Store Sales</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Volume of Under $80,000</td>
<td>$7.2900</td>
<td>$7.4400</td>
<td>$7.6400</td>
<td>$7.7900</td>
<td>$7.9900</td>
</tr>
<tr>
<td>$80,001 and Over</td>
<td>7.8210</td>
<td>8.0710</td>
<td>8.3710</td>
<td>8.6210</td>
<td>8.9210</td>
</tr>
<tr>
<td><strong>ASSISTANT MANAGER</strong></td>
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</tr>
<tr>
<td>Average Weekly Store Sales</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Volume of Under $15,000</td>
<td>7.8740</td>
<td>8.0240</td>
<td>8.2240</td>
<td>8.3740</td>
<td>8.5740</td>
</tr>
<tr>
<td>$15,001 to $25,000</td>
<td>8.0190</td>
<td>8.1690</td>
<td>8.3690</td>
<td>8.5190</td>
<td>8.7190</td>
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<tr>
<td>$25,001 to $35,000</td>
<td>8.1310</td>
<td>8.2810</td>
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<tr>
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<td>9.1220</td>
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<td>9.3680</td>
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<td><strong>AD PRODUCE CLERK</strong></td>
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</tr>
<tr>
<td>Average Weekly Store Sales</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Volume of Under $15,000</td>
<td>7.7620</td>
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<tr>
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<td>7.9070</td>
<td>8.0570</td>
<td>8.2570</td>
<td>8.4070</td>
<td>8.6070</td>
</tr>
<tr>
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<td>8.0190</td>
<td>8.1690</td>
<td>8.3690</td>
<td>8.5190</td>
<td>8.7190</td>
</tr>
<tr>
<td>$35,001 to $50,000</td>
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<td>8.2250</td>
<td>8.4250</td>
<td>8.5750</td>
<td>8.7750</td>
</tr>
<tr>
<td>$50,001 to $80,000</td>
<td>8.3100</td>
<td>8.4600</td>
<td>8.6600</td>
<td>8.8100</td>
<td>9.0100</td>
</tr>
<tr>
<td>$80,001 and Over</td>
<td>8.5520</td>
<td>8.7020</td>
<td>8.9020</td>
<td>9.0520</td>
<td>9.2520</td>
</tr>
<tr>
<td><strong>HECKERS/STOCK CLERKS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Start</td>
<td>5.0580</td>
<td>5.2080</td>
<td>5.4080</td>
<td>5.5580</td>
<td>5.7580</td>
</tr>
<tr>
<td>After 6 Months</td>
<td>5.2860</td>
<td>5.4360</td>
<td>5.6360</td>
<td>5.7860</td>
<td>5.9860</td>
</tr>
<tr>
<td>After 12 Months</td>
<td>5.5600</td>
<td>5.7100</td>
<td>5.9100</td>
<td>6.0600</td>
<td>6.2600</td>
</tr>
<tr>
<td>After 30 Months</td>
<td>7.0100</td>
<td>7.1600</td>
<td>7.3600</td>
<td>7.5100</td>
<td>7.7100</td>
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<tr>
<td><strong>PART-TIME CLERK</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>4.7080</td>
<td>4.8580</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### WAGE SCHEDULE

**AREA II**

STORES IN ALL COUNTIES, EXCLUDING THOSE IN AREA I

APPLICABLE TO EMPLOYEES HIRED AFTER 5-14-78

<table>
<thead>
<tr>
<th>ECTIVE</th>
<th>5-14-78</th>
<th>5-13-79</th>
<th>11-11-79</th>
<th>5-11-80</th>
<th>11-9-80</th>
<th>4-5-81</th>
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<tbody>
<tr>
<td><strong>KER/STOCKER</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Start</td>
<td>$3.6000</td>
<td>$3.7500</td>
<td>$3.9500</td>
<td>$4.1000</td>
<td>$4.3000</td>
<td>$4.5000</td>
</tr>
<tr>
<td>After 6 Months</td>
<td>4.1000</td>
<td>4.2500</td>
<td>4.4500</td>
<td>4.6000</td>
<td>4.8000</td>
<td>5.0000</td>
</tr>
<tr>
<td>After 12 Months</td>
<td>4.4500</td>
<td>4.6000</td>
<td>4.8000</td>
<td>4.9500</td>
<td>5.1500</td>
<td>5.3500</td>
</tr>
<tr>
<td>After 18 Months</td>
<td>5.1000</td>
<td>5.2500</td>
<td>5.4500</td>
<td>5.6000</td>
<td>5.8000</td>
<td>6.0000</td>
</tr>
<tr>
<td>After 24 Months</td>
<td>5.6500</td>
<td>5.8000</td>
<td>6.0000</td>
<td>6.1500</td>
<td>6.3500</td>
<td>6.5500</td>
</tr>
<tr>
<td>After 30 Months</td>
<td>6.3700</td>
<td>6.5200</td>
<td>6.7200</td>
<td>6.8700</td>
<td>7.0700</td>
<td>7.7000</td>
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<tr>
<td><strong>T-TIME CLERKS</strong></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st 6 Months</td>
<td>$3.2000</td>
<td>$3.4000</td>
<td></td>
<td>$3.6000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd 6 Months</td>
<td>3.4500</td>
<td>3.6500</td>
<td></td>
<td>4.8500</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>RTESY CLERK</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-14-78</td>
<td>$2.9000</td>
<td>$3.1500</td>
<td>$3.3500</td>
<td>$3.5500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
In the event of a layoff for lack of work, the principle of seniority shall be applied as follows:

Group 1: This group shall consist of all stores located within the metropolitan counties of Fulton, Cobb, DeKalb, Clayton, Gwinett, and Douglas.

Group 2: This group shall consist of all stores outside the metropolitan area.

In the event of a layoff for lack of work for a full time employee in Group 1, seniority shall be applied as follows:

A. The least senior employee in the job classification in the store may displace the least senior part time employee in the same job classification in that store; or may displace the least senior employee in that job classification in their supervisor's district.

B. The least senior employee in the job classification in the supervisor's district may displace the least senior employee in the same job classification in Group 1.

C. The least senior employee in Group 1 may displace the least senior employee in the same job classification in the area covered by the Contract.

In the event of a layoff for lack of work of a full time employee in Group 2, seniority shall be applied as follows:

A. The least senior employee in the job classification in the store may displace the least senior part time employee in the same job classification in that store; or may displace the least senior employee in the same job classification in the city.

B. The least senior employee in the city may displace the least senior employee in the same job classification in their supervisor's district.

C. The least senior employee in the supervisor's district may displace the least senior employee in the same job classification in Group 2.

D. The least senior employee in Group 2 may displace the least senior employee in the same job classification in the area covered by the Contract.

It is understood that a full time employee in either Group at any step in the procedure may displace the least senior part time employee in the same job classification in their store. Part time employees shall be governed by the same seniority rules as full time.

Full time employees involuntarily reduced to part time status will be placed at the top of the part time seniority list and will maintain their full time seniority date.
Full time employees voluntarily reduced to part time will be placed on the part time seniority list in accordance with their employment date.
APPENDIX D

COURTESY CLERK

All hours worked on Sundays and holidays will be outside the basic work week and will be paid for at time and one-half ($1/2) the employee's straight time hourly rate.

It is agreed that a violation of this Addendum in any of the stores employing Courtesy Clerks shall result in the following remedy in the particular store where the violation occurs:

1. The Union shall inform the Employer in writing in the first instance.
2. An employee performing duties in violation of this Addendum shall be paid the part time clerk's rate effective upon the date a complaint is filed in the second instance.
3. Courtesy Clerks shall be discontinued in the particular store in the third instance.

It is understood that for the purposes of this paragraph, each store shall be considered separately.

Employees in the Courtesy Clerk classification shall not be eligible to receive any other rate increases, including Cost of Living adjustments. Also, Courtesy Clerks will not be eligible for Health and Welfare or Pension Benefits.

All Courtesy Clerks shall be required to wear a badge designating them as such during working hours.

The Courtesy Clerk shall be defined as an employee who sorts, bags, and packages sold merchandise; assists customers with carry-out service; takes care of salvage and bottle returns; returns shopping carts to the store; fills bag racks; and performs general housekeeping duties, such as mopping, sweeping, dusting and cleaning, as may be required.

When openings for regular or part time clerks occur, courtesy clerks shall be given preference to fill such openings. The courtesy clerk's service shall not be considered in determining his or her rate of pay upon promotion to part time or full time clerk.
MADE THIS DAY OF J 1978 FOR THE A&P/KWIK
SAVE STORE LOCATED AT 5064 MEMORIAL DRIVE, STONE MOUNTAIN, GA. 30083.

The above described store shall be under the jurisdiction of the present Agreement, which was effective May 14, 1978, and expires May 9, 1981, between the above named parties.

The Addendum to apply to the Drug, Non Food, General Merchandise (Kwik/Save) operation or section of the store.

No. 1 The following positions of employment to be excluded from the Agreement:

General Merchandise Department Manager
Assistant General Merchandise Dept. Manager
Pharmacists

No. 2 Rate of pay for Drug, Non-Food, General Merchandise Clerks:

<table>
<thead>
<tr>
<th>Part-Time</th>
<th>1st Year (5-14-78)</th>
<th>2nd Year (5-13-79)</th>
<th>3rd Year (5-11-80)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 6 mos.</td>
<td>3.05</td>
<td>3.30</td>
<td>3.55</td>
</tr>
<tr>
<td>6 - 12 mos.</td>
<td>3.15</td>
<td>3.40</td>
<td>3.65</td>
</tr>
<tr>
<td>12-18 mos.</td>
<td>3.27</td>
<td>3.52</td>
<td>3.77</td>
</tr>
<tr>
<td>24-30 mos.</td>
<td>3.42</td>
<td>3.67</td>
<td>3.92</td>
</tr>
<tr>
<td>30-36 mos.</td>
<td>3.69</td>
<td>3.94</td>
<td>4.19</td>
</tr>
<tr>
<td>Over 36 mos.</td>
<td>3.98</td>
<td>4.23</td>
<td>4.48</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Full-Time</th>
<th>1st Year (5-14-78)</th>
<th>2nd Year (5-13-79)</th>
<th>3rd Year (5-11-80)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 6 mos.</td>
<td>3.25</td>
<td>3.50</td>
<td>3.75</td>
</tr>
<tr>
<td>6 - 12 mos.</td>
<td>3.35</td>
<td>3.60</td>
<td>3.85</td>
</tr>
<tr>
<td>12-18 mos.</td>
<td>3.47</td>
<td>3.72</td>
<td>3.97</td>
</tr>
<tr>
<td>24-30 mos.</td>
<td>3.62</td>
<td>3.87</td>
<td>4.12</td>
</tr>
<tr>
<td>30-36 mos.</td>
<td>3.89</td>
<td>4.14</td>
<td>4.39</td>
</tr>
<tr>
<td>Over 36 mos.</td>
<td>4.18</td>
<td>4.43</td>
<td>4.68</td>
</tr>
</tbody>
</table>

No. 3 The Drug, Non Food and General Merchandise Department shall have separate seniority from all other departments and employees for all purposes.
No. 4 Holidays:

A. The following shall be recognized as holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or days legally celebrated in lieu thereof. Full time employees who have worked thirty (30) days and who work their scheduled day immediately preceding a holiday and their scheduled day immediately following a holiday shall receive eight (8) hours pay in addition to the hours worked. Full time employees who are absent on their scheduled day immediately preceding a holiday, or their scheduled day immediately following a holiday, shall not be paid holiday pay unless absence is due to proven illness or the absence is excused by the employer, in which case, the employee shall receive holiday pay provided he worked any part of the holiday week.

B. A full time employee with one (1) year or more of continuous service shall receive an additional holiday subject to the same conditions set forth in Paragraph A for other holidays. This holiday shall be celebrated on the Monday following the week in which the employee's birthday occurs, or the Saturday of the week in which the employee's birthday occurs, except where the Monday would occur in a week in which one of the holidays set forth in Paragraph A would fall. In such case, the Monday of the week following the other holiday week shall be celebrated as the employee's holiday.

C. Employees with one (1) year of continuous service shall be granted an additional paid holiday subject to the provisions set forth in Paragraphs A and B above. Such holiday shall be a personal holiday and shall be celebrated on a day that is mutually agreeable between the employee and the store manager. However, the personal holiday shall be granted no later than thirty (30) days after the employee's request.

D. A part time employee who has worked in twelve (12) or more weeks shall be entitled to holiday pay of four (4) hours for the holidays set forth in Paragraph A, and after one (1) year or more of continuous service in Paragraphs B and C 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 worked any part of the holiday week.

No. 5 Vacations:

A. A full time employee will be eligible for a one week vacation as of the first anniversary of his/her beginning date of continuous full time service provided he/she has completed one year of continuous full time service as of that date.
B. After qualifying for the first one week vacation, a full time employee who has completed one 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/her beginning date of continuous full time service provided he/she has completed three years of continuous full time service as of that date.

D. After qualifying for the first two weeks vacation, a full time employee, who has completed three years of continuous full time service prior to January 1 is eligible for a two week vacation as of January 1.

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

F. Vacation pay will be paid in advance.

G. Choice of vacation dates will be granted on the basis of seniority; except that the company reserves the right to grant vacations to any employee when their absence will least affect the operation. Employees must choose vacation by March 1, otherwise they forfeit the privilege of choice by seniority.

H. Once a vacation selection has been agreed to and scheduled, it shall be changed only by mutual agreement between the employee and the Employer, except in cases of emergency beyond the control of the Employer.

I. Full time employees with eight (8) or more years of continuous service shall receive three (3) weeks vacation.

J. A part time employee will be entitled to vacation under the same general rules as for a full time employee. Part time vacations will be figured on the number of straight time hours worked in the vacation qualifying year divided by fifty-two (52). The qualifying date for all vacation purposes by any part time employee who subsequently, and without a break in his/her employment, qualifies as a full time employee shall be the date from which his/her service has been counted for part time vacation purposes rather than the date he/she qualified as a full time employee. His/her vacation for the year in which he/she is reclassified to full time shall be figured on average straight time hours worked during such year. Conversely, when a full time employee is reclassified to part time his/her vacation for the year in which he/she is classified shall be figured on average straight time hours worked during the year.

No. 6 Health & Welfare:

After completion of six (6) months of employment, the employee will be eligible for benefits, effective the first day of the succeeding month, as provided under Retail Clerks Union and Employers Insurance.
Fund (I.D. No. E.I.N. 58-6041908 P.N. 501). The Employer will contribute to the Fund $35.00 per month for full time employees and $19.50 per month for part time employees.

Contribution increases in this Program will be the same as the increases negotiated with Lionel Leisure City.

No. 7 Pension:

Full time employees to be covered by the A & P Retirement Plan as in effect January 1, 1976.

No. 8 Miscellaneous:

A. The work week shall be considered Sunday through Saturday. Time worked on Sunday shall be paid at time and one half (1 1/2). All work in excess of forty (40) hours per week shall be paid at time and one half (1 1/2). Time worked on a holiday shall be paid at straight time. There will be no pyramiding of premium pay, and any hours paid at premium pay will not be counted in computing overtime.

B. Time and one half (1 1/2) shall be paid on the weekly basis or on a Sunday basis, whichever is greater, but in no case on both. No employee shall accept time off as compensation for overtime.

C. The Employer may utilize any vendor store assistance on products which are available to the trade without additional cost.

D. A night premium of ten (10¢) cents per hour will be paid for all hours worked between 9:00 P.M. and 6:00 A.M. This is separate from and in addition to the employee's basic rate.

E. There will be no pyramiding of premium pay. Any hours paid for at premium pay will not be used in computing overtime. Where an employee is being paid overtime at time and one half (1 1/2) rate, the night premiums provided in Article 11 Paragraph N shall not apply.

F. All full time employees on the payroll as of ratification whose rate is in excess of the contract rates shall receive the following increases: 5/14/78 - 25¢; 5/13/79 - 25¢; 5/11/80 - 25¢.

G. Before new employees are hired in the grocery department, non food employees will be given an opportunity to transfer to the grocery department when vacancies occur.

FOR THE UNION:

[Signature]

FOR THE COMPANY:

[Signature]
LETTER OF UNDERSTANDING
BETWEEN
THE GREAT A&P TEA COMPANY, INC.
ATLANTA DIVISION
AND
R.C.I.U., LOCAL NO. 1063

Effective this [Aug 26] day of 1978 for the A&P/Kwik Save Store, located at 5064 Memorial Drive, Stone Mountain, Georgia 30083.

The above described store shall be under the jurisdiction of the present Agreement, which was effective May 14, 1978, and expires May 9, 1981, between the above named parties.

It is of mutual agreement the following items will be stocked by employees of the Grocery Department.

All cleaning and laundry detergents, such as bleach, water softeners, soap powders, ammonia, soaps, soap pads, bathroom cleansers and dishwashing detergent - all paper products such as paper towels, toilet tissue, paper plates and paper cups - all Beer and Wine.

FOR THE COMPANY:  

[Signature]

FOR THE UNION:

[Signature]
COST OF LIVING

For the term of this Agreement, all classifications of employees indicated in Appendix "D" Wages shall be covered by the provisions of a Cost-of-Living allowance, as set forth below.

The amount of the Cost-of-Living allowance shall be determined and re-determined as provided below on the basis of the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the BLS, U.S. Department of Labor (1967-100) and referred to herein as the "Index".

The first Cost-of-Living allowance shall be effective 11/11/79, based on the difference between the Index figure of March 1979 and the Index figure of September 1979.

The second Cost-of-Living allowance shall be effective 5/11/80, based on the difference between the Index figure of September 1979 and the Index figure of March 1980.

The third Cost-of-Living allowance shall be effective 11/9/80, based on the difference between the Index figure of March 1980 and the Index figure of September 1980.

The basis of adjustment shall be a .05¢ per hour allowance for every four tenths (.4) increase in the Index during the above stated reviews. The Index, in effect, as of the end of the designated month(s) will be the Index used to compute Cost of Living increase, if any.
591095
JANUARY 30, 1979

DIRECTOR OF RESEARCH AND EDUCATION
RETAIL CLERKS INTERNATIONAL
ASSOCIATION
1775 K STREET NORTHWEST
WASHINGTON, D.C. 20006

PREVIOUS AGREEMENT EXPIRED
MAY 05, 1978

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s):

GREAT A & P TEA CO INC GEORGIA LU 1063
WITH RETAIL CLERKS
GEORGIA

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

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

Sincerely yours,

JULIUS SHISKIN
Commissioner

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

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

1. Approximate number of employees involved _______ 819

2. Number and location of establishments covered by agreement _______ 31—VARCITIES COS GA

3. Product, service, or type of business _______ Food

4. If your agreement has been extended, indicate new expiration date _______ 5/1/81

Gwenia Sterling

(202) 225-3111 EXT 317

1775 K ST. WASH, D.C. 20006

City/State/ZIP Code

BLS 2452 December 1976

X-5/81