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AGREEMENT WITH

STOP & SHOP, INC.

and

LOCAL UNIONS

224

372

826

919

1325

1435

1445

1459

CHARTERED BY

RETAIL CLERKS' INTERNATIONAL ASSOCIATION

AFFILIATED WITH

AFL - CIO

Effective Date: February 12, 1962

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This Agreement, entered into as of this twelfth day of February, 1962, between STOP & SHOP, INC., its successors or assigns in whole or in part, with its principal place of business located in Boston, Massachusetts, Suffolk County, as party of the first part, hereinafter called the "Employer", and RETAIL CLERKS' INTERNATIONAL ASSOCIATION, affiliated with the AFL-CIO, and its authorized locals in New England, including the undersigned or any successor or new Locals, as party of the second part, hereinafter called the "Union", for and in behalf of all the Employer's employees coming under the jurisdiction of the Retail Clerks' International Association, except supervisory employees, employed in all of the Employer's food supermarkets or any future food supermarkets the Employer may operate in New England.

ARTICLE 1  
RECOGNITION

The Employer recognizes the Union as the sole bargaining agent for all its employees covered by this Agreement.

ARTICLE 2  
MEMBERSHIP IN UNION

Section I.

The Employer agrees that, with reference to such of its employees as are covered by this Agreement, it will retain in its employ only members in good standing of the Union or those eligible, who actually become members in good standing of the Union within thirty-one (31) days of the date of the adoption of this Agreement or the date of such employment whichever is later.

Section II.

The Union agrees that it will admit to and retain in membership all employees without discrimination as long as such employees tender the initiation fee and periodic dues uniformly required for membership. In the event that an employee fails to tender the initiation fee or periodic dues uniformly required as a condition of acquiring or retaining membership, the Union will notify the Employer in writing. The Employer agrees to discharge such employees within seven (7) days of receipt of said notice provided that:

- (A) it has no reasonable grounds for believing that membership in the Union was not available to the employee on the same terms and conditions generally applicable to other members, or
- (B) it has no reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

Section III.

New employees may be secured from any source the Employer desires including the Union.

ARTICLE 3  
JURISDICTION

The Union agrees that all questions of jurisdiction shall be determined by and between the Union and other unions with whom the Employer may have contracts, and there shall be no strike, stoppage or cessation of work as a result of any jurisdictional question.

ARTICLE 4  
VISITING STORES

A duly authorized representative of the Union may visit the stores during store hours for the purpose of conducting Union business, but in so doing shall not interfere with the Employer's operation.

ARTICLE 5  
LEAVE OF ABSENCE FOR UNION DUTIES

Any member of the Union being elected or appointed to a permanent office in the Union or as a delegate to any Union activity necessitating temporary leave of absence shall be granted such leave of absence and shall at the end of the term in the first instance, or at the end of his mission in the second instance be restored to his former position or to a position of similar type at the then prevailing wage rate. When an employee returns from a leave of absence for union duties and makes application to return to work within 90 days of his release, he shall be reinstated within fifteen (15) days from the date of application to return to work.

ARTICLE 6  
REGISTERS

In those stores in which each employee handling cash has his own cash drawer, no employee shall be held responsible for shortages in his cash drawer, unless he has been given the privilege of counting his cash and proper register readings have been taken. Only one employee shall be authorized to ring up on the cash register drawer for which he is responsible.

ARTICLE 7  
PRIVILEGES

Employees' privileges heretofore existing shall continue under this Agreement. The Union agrees that there shall be no abuse of such privileges.

ARTICLE 8  
REST PERIODS

Any employee scheduled for seven (7) or more hours of work shall receive two (2) fifteen minute relief periods.

Any employee scheduled for less than seven (7) hours of work shall receive one (1) fifteen minute relief period.

Relief periods will be given as near to the middle of the forenoon/afternoon/evening work period as possible.

ARTICLE 9  
NO INDIVIDUAL AGREEMENTS

The Employer agrees that it will not enter into any individual agreement with any employee covered by this Agreement which is contrary to the terms of this Agreement, and will cancel all such agreements now in existence. It is understood and agreed by both parties that there shall be no subterfuge to defeat the purpose of this Agreement.

ARTICLE 10  
NO REDUCTION IN WAGES

There shall be no reduction in wages as a result of the adoption of this Agreement. C <sup>32</sup>/<sub>1</sub>

ARTICLE 11  
HOLIDAYS

Section I.

Except as otherwise specified herein, the Employer shall observe the following holidays with pay regardless of the day of the week on which they fall.

<u>LOCALS</u>	<u>MAJOR HOLIDAYS</u>	<u>MINOR HOLIDAYS</u>
224	New Year's Day	April 19
372	Washington's Birthday	October 12
1325 - (Mass. Only)	Memorial Day	November 11
1435	Independence Day	
1445	Labor Day	
826	Thanksgiving Day	
	Christmas Day	
1325-(Rhode Island Only)	New Year's Day	October 12
	Memorial Day	November 11
	Independence Day	
	Labor Day	
	Thanksgiving Day	
	Christmas Day	
	V-J Day	
919	New Year's Day	
	Washington's Birthday	
	Memorial Day	
	Independence Day	
	Labor Day	
	Thanksgiving Day	
	Christmas Day	
1459	New Year's Day	October 12
	Washington's Birthday	November 11
	Memorial Day	
	Independence Day	
	Labor Day	
	Thanksgiving Day	
	Christmas Day	

When stores are opened in New Hampshire, the Employer and the Union shall meet and agree upon the holidays applicable.

Section II. - Eligibility

Part-time Employees - shall receive four (4) hours of pay for any of the above listed holidays provided they have been continuously employed by the Employer for six (6) months or more, and must perform work during the week in which the holiday occurs.

ARTICLE 12  
HOURS

Section I.

The work week for all full-time employees, other than department managers, covered by this Agreement is:

A. Regular Work Week

All full-time employees - five 8-hour days, 40 hours

B. Holiday Work Week

All full-time employees - four 8-hour days, 32 hours

C. Full-time employees may be scheduled to work one (1) evening shift ending no later than 9:00 P. M. On the remaining four days, employees may be scheduled to work between 7:00 A. M. and 6:00 P. M.

D. Full-time employees employed in non-store manager type stores may be scheduled to work one nine (9) hour day, but no more than one (1) evening per week.

Section II. - Department Managers Work Week

A. Regular Work Week

5 days - 41 hours

B. Holiday Work Week

4 days - 33 hours

C. Department managers shall work four (4) additional hours beyond the 41-hour basic work week.

D. The gross earnings, for 45 hours, for department managers shall be used in determining vacation pay, supplementary wages, group insurance coverage, and retirement contributions.

E. A department manager may work his work week within a five-day period.

Section III. - Hours of Work for Part-time Employees

- A. The hours of work determining the status of a part-time employee (both male and female) shall be: 30 hours per week or less.
- B. When a part-time employee is scheduled to work on a Saturday, he shall be scheduled for no less than six (6) hours. Further he shall be scheduled for no less than fifteen (15) hours a week except during a holiday week when the following minimum work week shall apply:
  1. When a holiday falls on Monday, Tuesday, or Wednesday, he shall be scheduled for no less than 15 hours exclusive of any hours worked on the holiday.
  2. When a holiday falls on Thursday, Friday, or Saturday, he shall be scheduled for no less than 12 hours exclusive of any hours worked on the holiday.

Section IV. - Overtime Pay

- A. All hours worked by part-time and full-time employees, other than department managers, in excess of the foregoing and on the fifth day in a holiday week and the sixth day in a regular work week, shall be paid at the rate of time and one-half the employee's regular hourly rate.
- B. When a department manager is requested by the Employer to work:
  1. A full day beyond the five-day work week - he shall receive one-fifth of his basic weekly salary.
  2. A half day beyond the five-day work week - he shall receive one-tenth of his basic weekly salary.
  3. An additional night in any work week - he shall receive time and one-half for those hours worked.

C. Major Holidays and Sundays

When employees (including department managers and part-time employees) are requested by the Employer to work on a Sunday or any holiday as outlined in Article 11 entitled "Holidays", they shall receive double their regular hourly rate for hours worked, but such hours worked shall not be counted as hours worked toward figuring weekly overtime.

D. Minor Holidays

When employees (including department managers and part-time employees) are requested by the Employer to work on any of the minor holidays as outlined in Article 11 entitled "Holidays", they shall receive time and one-half their regular hourly rate for hours worked, but such hours worked shall not be counted as hours worked toward figuring weekly overtime.



Section V. - Premium Shift Payment

A premium shift of 15% shall apply for work performed in stores that have a weekly volume in excess of \$30,000 per week and/or those stores open more than two evenings a week for all employees except department managers, full-time employees and part-time checkers as follows: 6:00 P. M. - 10:00 P. M. (beyond the first evening).

Section VI.- Meal Period

Working hours shall be consecutive in any day in which an employee is employed with one full hour for lunch between 11:00 A. M. and 2:00 P. M., and not more than one full hour for supper. However, in the event an employee, with the consent of the Employer, desires one-half hour for lunch or supper, it may be so arranged.

Section VII.

If there are eight (8) hours of work available on Mondays, Tuesdays, and Wednesdays, the Employer shall not employ part-timers in the morning and part-timers in the afternoon to share such eight (8) hours of work on such days except in the front end service operation.

ARTICLE 13  
WAGES

The following minimum rates become effective the week beginning as follows:

Section I. - Grocery Managers

Self-service Combination Stores:  
(Non-store manager type stores only)

2/12/62

5/13/63

Weekly Volume

Base - 41 hours

\$ 4,000 up to \$ 7,500	\$115.00	\$120.00
7,500 up to 12,500	121.00	126.00
12,500 up to 17,500	126.00	131.00
17,500 up to 25,000	134.00	139.00
25,000 up to 37,500	143.00	148.00
37,500 up to 50,000	149.00	154.00
50,000 up to 75,000	158.00	163.00
Over \$75,000	165.00	170.00

Section II. - Grocery Department Managers  
(Store Manager Type Stores)

Weekly Volume

\$ 35,000 up to \$50,000	123.00	128.00
50,000 up to 75,000	128.00	133.00
Over \$75,000	133.00	138.00

Section III. - Produce Managers ✓

*D<sup>31</sup>/<sub>4</sub>*

Self-Service Combination Stores:	<u>2/12/62</u>	<u>5/13/63</u>
\$10,000 up to \$17,500	\$107.00	\$112.00
17,500 up to 25,000	112.00	117.00
25,000 up to 37,500	117.00	122.00
37,500 up to 50,000	122.00	127.00
50,000 up to 75,000	126.00	131.00
Over \$75,000	132.00	137.00

Section IV. - Head Clerks ✓

Self-service Combination Stores: (Non-Store Manager Type Stores Only)	<u>Per Week</u>	<u>Per Week</u>
\$ 7,500 up to \$17,500	99.00	104.00
17,500 up to 25,000	103.00	108.00
25,000 up to 35,000	106.00	111.00
35,000 up to 50,000	109.00	114.00
50,000 up to 75,000	111.00	116.00
Over \$75,000	118.00	123.00

Section V. - Head Produce Clerks ✓

Self-Service Combination Stores:		
\$35,000 up to \$50,000	98.00	103.00
50,000 up to 75,000	101.00	106.00
Over \$75,000	103.00	108.00

Section VI. - Male Clerks - Full-time ✓

*33/1*  
*37/1*  
*38/1*

	<u>1-12-62</u>	<u>5-13-63</u>
First 30 days of continuous service	62.00	65.00
After 30 days of continuous service	67.00	70.00
After 4 months of continuous service	70.00	73.00
After 8 months of continuous service	77.00	80.00
After 16 months of continuous service	81.00	84.00
After 24 months of continuous service	89.00	94.00
After 36 months of continuous service	96.00	101.00

*71/3*

Section VII. - Female Clerks - Full-Time ✓

*C<sup>39</sup>/<sub>1</sub>*

		<u>10/1/62</u>	<u>1/6/64</u>
First 30 days of continuous service	55.00		58.00
After 30 days of continuous service	60.00		63.00
After 4 months of continuous service	62.00		65.00
After 8 months of continuous service	67.00		70.00
After 16 months of continuous service	69.00		72.00
After 24 months of continuous service	74.00	\$76.00	79.00
After 36 months of continuous service	82.00	84.00	88.00
			\$81.00
			90.00

*D<sup>69</sup>/<sub>9</sub>*

D 3/4

Section VIII. - Assistant Grocery Department Head  
(Store Manager Type Store Only)

✓

2/12/62

5/13/63

The Employer shall designate an employee to fill this classification in stores with a volume of \$35,000 per week or over.

\$103.00

\$108.00

In stores doing an established weekly volume in excess of \$50,000, it is agreed that such stores shall have two (2) Assistant Grocery Department Heads.

Section IX. - Cash Department Head  
(Store Manager Type Stores Only)

✓

\$35,000 up to \$50,000  
50,000 up to 75,000  
Over \$75,000

101.00  
103.00  
108.00

106.00  
108.00  
113.00

Section X. - Part-time Cash Department Head  
(Store Manager Type Stores Only)

In Store Manager type stores a part-time employee shall be designated to perform all the functions of a Cash Department Head, such employee shall be classified as a Part-time Cash Department Head and shall receive fifteen cents (15¢) per hour over his regular part-time rate.

Section XI. - Head Flower Clerk

In departments averaging on an annual basis:

\$750.00 up to \$1500.00 per week  
Over \$1500.00 per week

106.00  
110.00

111.00  
115.00

Section XII. - Office Clerk

One full-time office person (male or female) in Store Manager Type stores only to receive \$3.00 over contract rate.

Section XIII. - Part-time Male and Female Clerks

✓

2/12/62  
Per Hour

5/13/63  
Per Hour

First 30 days of continuous service  
After 30 days of continuous service  
After 6 months of continuous service  
After 12 months of continuous service  
After 18 months of continuous service  
After 24 months of continuous service  
After 36 months of continuous service

\$1.35  
1.40  
1.45  
1.60  
1.70  
1.90  
2.05

\$1.45  
1.50  
1.55  
1.70  
1.80  
2.00  
2.15

Section XIV. - Part-time Checkers

✓

Part-time employees working in a checking capacity in designated stores doing a weekly volume in excess of \$30,000 per week and/or open more than two (2) evenings a week, shall be eligible to receive the proportionate wage rate applicable to full-time employees as follows:

<u>Male</u>	<i>Part time</i> <u>2/12/62</u> Per Hour	<u>5/13/63</u> Per Hour
To start	\$1.55	\$1.625
After 2 months of continuous service	1.675	1.75
After 8 months of continuous service	1.75	1.825
After 16 months of continuous service	1.925	2.00
After 32 months of continuous service	2.025	2.10
After 44 months of continuous service	2.225	2.35
After 48 months of continuous service	2.40	2.525

(When a part-time checker is needed, preference shall be given to other part-time classifications provided that, in the opinion of the Employer, he or she is available and qualified for such work.)

<u>Female</u>	<u>2/12/62</u>	<u>10/1/62</u>	<u>5/13/63</u>	<u>1/6/64</u>
To start	\$1.375		\$1.45	
After 2 months of continuous service	1.50		1.575	
After 8 months of continuous service	1.55		1.625	
After 16 months of continuous service	1.675		1.75	
After 32 months of continuous service	1.725		1.80	
After 44 months of continuous service	1.85	\$1.90	1.975	\$2.025
After 48 months of continuous service	2.05	2.10	2.20	2.25

*D<sup>31</sup>/<sub>4</sub>*  
Section XV. - Service Clerks

(In Stores with Weekly Volume \$30,000 and over)

A Service Clerk is an employee whose duties do not include any of the work of a regular clerk. Service Clerks may perform cleanup work around the check-stands and in the area between the check-stands and the customers' entrances to the stores. Service Clerks may keep the check-stands stocked with supplies, such supplies not to include merchandise offered for sale. Service Clerks may handle merchandise after it has become the property of the customer, and may also assist the checker or cashier in removing merchandise from the carriages. Service Clerks may collect and line up carriages from the parking lot and return them to the store, and may keep the area orderly and free from refuse. Service Clerks may carry empty bottles to a collection point and refuse to a point of disposal.

First 30 days	1.15	1.20
After 30 days of continuous service	1.20	1.25
After 6 months of continuous service	1.30	1.35

A Service Clerk who works more than 30 hours a week shall receive the rate of \$1.45 per hour as of February 12, 1962 and \$1.50 per hour as of May 13, 1963.

Section XVI. - Porters

The duties of Porters shall be limited to the general cleaning up of the store and the parking area, but in no instance shall Porters be allowed to handle, display or sell merchandise.

Full or Part-time	1.65
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The provisions of Article 12, Section VII, pertaining to premium shift payment shall not apply to part-time Porters.

Section XVII. - Night Stockers

Working conditions and wages for those people who are selected to work the night shift in stores designated by the Employer:

- A. A 25% premium to be paid based on the three-year contract rate for a male clerk or 25% over his regular rate whichever is the greater.
- B. The hours of work shall be consecutive from 12:00 Midnight to 8:00 A. M.
- C. The regular work week to consist of five (5) days of eight (8) hours each for a total of forty (40) hours.
- D. The holiday work week to consist of four (4) days of eight (8) hours each for a total of thirty-two (32) hours.
- E. The lunch period will consist of one-half hour to be taken within the eight-hour day. Time taken for lunch will be considered as working time. No provisions are made for rest periods.
- F. Should an emergency arise, a temporary replacement shall receive a minimum of \$3.00 per hour as of February 12, 1962, and \$3.15 per hour as of May 13, 1963 or time and one-half whichever is greater.
- G. The Night Stockers' total pay shall apply to eligibility for vacation benefits and Articles 19 and 22.

Section XVIII. - General Wage Increase

- A. Effective February 12, 1962, the following weekly and (hourly) *part time* general wage increase shall be put into effect for those employees in the employ of the Employer prior to February 11, 1962:
  - 1. Managers and Classified Employees having responsibility for the function. \$6.00
  - 2. Managers and Classified Employees not having responsibility for the function. 5.00
  - 3. Full-time Male Employees with three or more years of service. 5.00
  - 4. Full-time Male Employees with less than three years of service. 3.00
  - 5. Full-time Female Employees with three or more years of service. 5.00
  - 6. Full-time Female Employees with less than three years of service. 3.00
  - 7. Part-time Male and Female Clerks, with three or more years of service. .10
  - 8. Part-time Male and Female Clerks, with less than three years of service. .05
  - 9. Part-time Male and Female Checkers with four or more years of service. .10
  - 10. Part-time Male and Female Checkers with less than four years of service. .075
  - 11. Service Clerks and Porters .05

35  
1  
B. Effective May 13, 1963, the following weekly and hourly general wage increase shall be put into effect for those employees in the employ of the Employer prior to May 12, 1963:

1. Managers and classified Employees having responsibility for the function.	\$5.00
2. Managers and Classified Employees not having responsibility for the function.	5.00
3. Full-time Male Employees with three or more years of service.	5.00
4. Full-time Male Employees with less than three years of service.	3.00
5. Full-time Female Employees with three or more years of service.	4.00
6. Full-time Female Employees with less than three years of service.	3.00
7. Part-time Male and Female Clerks, with three or more years of service.	.10
8. Part-time Male and Female Clerks, with less than three years of service.	.05
9. Part-time Male and Female Checkers with four or more years of service.	.10
10. Part-time Male and Female Checkers with less than four years of service.	.075
11. Service Clerks and Porters	.05

C. The above general wage increase shall be put into effect prior to the establishment of the new minima.

Section XIX. - Credit for Part-time Hours

- A. A part-time employee who changes to full-time employment shall receive credit for the time spent in part-time employment towards full-time wage step-up consideration on the basis of two part-time weeks equals one full-time week.
- B. When the conversion is made, such credit will be applied to the full-time rate schedule in the individual's classification, and will be paid that rate, and upon the completion of the remaining time necessary will go to the next higher rate. In computing the remaining time, 17 weeks shall equal 4 months.
- C. A part-time employee who changes to full-time employment and retains full-time employment status for less than three (3) months and then returns to his part-time status will receive the hourly rate to which he was entitled had he not changed his status.
- D. A part-time employee who changes to full-time employment for more than three (3) months and then returns to part-time status will receive a rate determined by dividing his full-time basic wage for forty (40) hours for all employees.

ARTICLE 14  
LAUNDRY

Coats, aprons and towels shall be furnished and laundered by the Employer at no cost to the employees, the Union agreeing that the employees shall use said linen with reasonable care and only for the purposes for which furnished.

ARTICLE 15  
VACATIONS

Section I.

A. Eligibility for Full-time Employees

All full-time employees shall be eligible for vacations on their anniversary date of employment on the following basis:

1st Anniversary date of continuous full-time employment - 1 week vacation  
2nd Anniversary date of continuous full-time employment-2 weeks' vacation  
8 years of continuous employment - 3 weeks' vacation  
18 years of continuous employment - 4 weeks' vacation

As of January 1, 1963, the requirement for four weeks' vacation shall be reduced to 15 years.

B. Eligibility for Part-time Employees

All part-time employees shall be eligible for a vacation on their anniversary date of employment as follows:

1st Anniversary date - 1 week vacation  
2nd Anniversary date - 2 weeks' vacation  
8 years of continuous service - 3 weeks' vacation

C. Eligibility for Vacation Benefits as of January 1

1. Once an employee has qualified for one week's vacation benefits he is thereafter eligible for one week of vacation with pay as of January 1 of the succeeding year, however this provision does not apply to an employee who is discharged for willful misconduct. The second week's vacation shall be taken on or after the second anniversary date.
2. Once an employee has qualified for two weeks' vacation benefits, he is thereafter eligible for vacation benefits as of January 1 of each succeeding year.
3. Eligibility for the third and fourth week of vacation is effective as of January 1 of the year in which the appropriate anniversary occurs.
4. All vacation time earned shall be taken during the year in which eligibility occurs.

Section II. - Vacation Period

The regular vacation period is from January first through December thirty-first.

Section III.

A. Holiday Pay - Full-time Employees

When a holiday observed by the Employer falls within a full-time employee's paid vacation period, the employee shall be entitled to an additional day of vacation with pay at his normal rate of pay either directly before or directly after the employee's vacation period.

B. Holiday Pay - Part-time Employees

When a holiday observed by the Employer falls within a part-time employee's paid vacation period, the employee shall be entitled to an additional four (4) hours pay for the holiday.

Section IV.

A. Vacation Pay - Full-time Employees

A full-time employee shall receive as vacation pay his basic wages for his regular classification.

B. Vacation Pay - Part-time Employees

A part-time employee shall be paid at his current hourly rate of pay multiplied by his average weekly hours worked for the year preceding his vacation.

Section V. - Vacation Pay - Replacement

A. In stores where a clerk replaces the department manager, the clerk shall receive the minimum rate applicable to the volume of the store. However, in no case shall the person replacing a manager receive less in his total wages for the week because of a change in classification to a manager.

B. In stores where a department manager replaces a department manager and where the weekly salary is less than the minimum rate applicable to the volume of the store, the replacement manager shall receive the minimum rate pertaining to the current weekly volume of the store.

Section VI.

A. First and Second Weeks Vacation

The first and second week vacations shall be taken at a time mutually convenient to the Employer and employee during the summer months if possible. In scheduling these vacations, preference shall be given to seniority within classification.

B. Third and Fourth Weeks Vacation

The third and fourth week vacations shall normally be taken during the winter months at a time mutually convenient to the Employer and the employee. In scheduling these vacations, preference shall be given to seniority within classification.



ARTICLE 16  
MANAGEMENT

The management of the Employer's business and the direction of the working forces shall vest solely in the Employer.

ARTICLE 17  
SICKNESS AND ACCIDENT

In the event that an employee is unable to work due to sickness or accident, the employee shall (except in the case of pregnancy) be reemployed at such time as the employee is able to resume his normal duties, provided that the employee is able to resume such duties within six (6) months.

Time lost by sickness or accident shall not be deducted in determining the eligibility of any employee's vacation time.

ARTICLE 18  
LEAVE OF ABSENCE

Section I.

Full-time employees with one or more years of continuous service may be granted a leave of absence up to six (6) months, providing such requests are reasonable.

Section II.

Part-time employees with one or more years of continuous service may be granted a leave of absence up to three (3) months, providing such requests are reasonable.

Section III.

All female employees must be in the continuous employ of the Employer for six (6) months to be eligible for a pregnancy leave.

Section IV.

- A. Requests for a leave of absence shall be in writing and submitted to the Zone Manager who forwards the requests to the Industrial Relations Division.
- B. The authority to approve or disapprove a leave of absence shall be vested with the Director of Industrial Relations.
- C. An employee shall be notified in writing, within a reasonable period of time, if the requested leave of absence has been approved or denied. This notice shall specify the time limit placed on the leave of absence. If the employee fails to return to work or communicate with the Industrial Relations Division before his leave expires, his employment shall be terminated.

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## Section V.

An employee who returns from an authorized leave of absence of three (3) months or more is not entitled to vacation benefits until he has been continuously employed for a period of three (3) months after his return from said leave of absence. This provision does not apply to employees who are on military leave for a six month enlistment.

## ARTICLE 19 INJURIES

In cases where injuries are sustained on the job, and where the employee, full or part-time, is unable to work his scheduled hours because of said injury, such an employee shall not suffer any loss in pay for a maximum of five (5) days within a period of ten (10) days. The day of injury shall not be counted as one of the 5 compensable days.

## ARTICLE 20 JURY DUTY

A full-time employee who is called to serve on Jury Duty shall receive pay for actual hours worked for the Employer. If this pay together with his Jury Duty pay does not equal his regular five day weekly rate of pay, the Employer will make up the difference, provided he works for the Employer during such hours when, because the Jury is not sitting, he is reasonably available for work. However, the employee shall not be required to work the sixth day if he serves on Jury Duty and/or works five (5) days or more in a regular week and he shall not be required to work the fifth day if he serves on Jury Duty and/or works four (4) days or more in a holiday week.

## ARTICLE 21 MILITARY DUTY

### Section I. - Military Service

- A. Any employee who enlists or is drafted into the Military Service of the United States shall be placed on a leave of absence for this period of service up to forty-eight months. Such leave of absence shall terminate after 90 days from his date of discharge.
- B. When an employee returns from Military Leave and makes application to return to work within 90 days of his release, he shall be re-instated within fifteen (15) days from date of application to return to work. Time spent on Military Leave shall be counted as continuous service with the Employer for all purposes except as follows: Employees employed after March 5, 1962, shall not have such service applied to wages except for general wage increases.

### Section II. - Emergency National Guard Duty

An employee called to National Guard Duty because of a local emergency by decree of the State shall suffer no loss in basic pay.

### Section III. - Military Training

An employee shall not be required to take Military Training Duty as his earned vacation.

ARTICLE 22  
DEATH IN FAMILY

In the event of a death in the immediate family of an employee, full-time employees shall be granted up to three (3) days leave without loss in pay. Part-time employees shall be granted up to three (3) days leave without loss in pay only according to the hours they are regularly scheduled to work during this period. For the purpose of this Article, it is agreed that a member of the immediate family shall be considered to be the employee's wife, husband, child, father, mother, brother, sister, mother-in-law, father-in-law, or any member of the family residing in the employee's home. The date of notification of death for those employees who are on the job shall not be counted as one of the three (3) days funeral leave.

ARTICLE 23  
BLUE CROSS AND BLUE SHIELD

Section I.

The Employer agrees to pay for each full-time regular employee the cost of the Massachusetts individual or family Blue Cross and Blue Shield plans. Eligibility shall become effective on the twentieth day of the month following three months of continuous full-time employment.

Section II.

This plan shall be the \$15.00 per day Blue Cross and Plan B Blue Shield. Effective July 2, 1962, the Blue Cross Plan shall be the \$18.00 per day plan.

Section III.

For those employees who are employed in other states in which the Employer currently operates, a similar Blue Cross-Blue Shield Plan will be made available on the same basis.

Section IV.

Arrangements will be made with Blue Cross and Blue Shield whereby Hospital and Surgical Group Insurance Benefits will be available to those employees who are retired under the Stop & Shop Pension Plan with fifteen years of service, provided such employees were carrying the Employer-Sponsored Hospital and Surgical Insurance at the time of retirement.

ARTICLE 24  
LIFE INSURANCE, ACCIDENT & HEALTH  
BENEFITS AND RETIREMENT INCOME PLAN

Section I. - Life Insurance

The following life insurance plan shall become effective on July 2, 1962, for all full-time employees on the first day of the month following three full months of employment:

<u>Basic Wage</u>	<u>90days to 3yrs.</u>		<u>3 yrs.to5yrs</u>		<u>5yrs to 10yrs</u>		<u>Over 10 yrs</u>	
	<u>Free</u>	<u>Option</u>	<u>Free</u>	<u>Option</u>	<u>Free</u>	<u>Option</u>	<u>Free</u>	<u>Option</u>
\$50 - 74.99	1,000	4,000	2,500	2,500	5,000	--	5,000	--
75 - 99.99	1,000	6,500	2,500	5,000	5,000	2,500	7,500	--
100 -124.99	1,000	9,000	2,500	7,500	5,000	5,000	10,000	--
125 -149.99	1,000	11,500	2,500	10,000	5,000	7,500	10,000	2,500
150 -174.99	1,000	14,000	2,500	12,500	5,000	10,000	10,000	5,000

An employee may purchase the optional amount of life insurance at the rate 60¢ per thousand. If the employee's basic weekly earnings change sufficiently to effect a change in the amount of insurance, or if the employee qualifies for a new subsidy based on length of service, adjustments shall be made effective the first day of the months of February, June, and October.

### Section II. - Accident & Health

Regular full-time employees shall be eligible to participate in the Accident & Health Plan on the first day of the month following three full months of employment.

- A. Effective July 2, 1962, benefits will start on the first day for all absences from work due to an accident off the job or illness (except pregnancy and accidents covered by Workmen's Compensation Law). A person must be under the care of a legally qualified physician to collect benefits.
- B. Effective July 2, 1962, employees who qualify for Accident & Health benefits shall receive 60% of their basic weekly wage up to a maximum of \$45.00 per week for twenty-six (26) consecutive weeks.
- C. The cost of this plan shall be paid for by the Employer.

The terms of the Life Insurance and Accident & Health Plans are described in the Group Insurance Plan booklet.

### Section III.- Retirement Income Plan

The Employer agrees to continue its present retirement income plan, the terms of which are described in the Retirement Income Plan booklet.

- A. Effective July 2, 1962, the Employer agrees to pay the employee's contribution up to a maximum of 2% of the first \$4,800 of annual earnings.
- B. Effective July 2, 1962, the Employer agrees to supplement the retirement income benefits up to a maximum of \$50 per month for a member of the Retirement Income Plan who has completed 25 years of continuous full-time service before reaching age 65, and retires after July 2, 1962.

ARTICLE 25  
NO STRIKES, LOCKOUTS, ETC.

Section I.

It is mutually agreed by the parties hereto that throughout the life of the Agreement there shall be no strikes, lockouts, picketing, boycotts, or stoppage of work, and that any difference or misunderstanding which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves.

Section II.

In the event of the threat of, preparation for, or occurrence of any unauthorized strike, walkout, picketing, boycott, or stoppage of work, the Union and all of its officials will promptly take every possible step to prevent and to stop such action by any of its members.

The Union agrees to do everything within its power to enforce its rules and regulations, and, through advice, instruction and example to maintain the highest standard of work. The Union agrees to take necessary disciplinary measures where justified complaints are made by the Employer against any employee or employees.

Section III.

The Employer agrees that it will not hold the Union or its International or Local officers or officials liable or responsible for any unlawful or illegal act of its individual members in causing or participating in unauthorized strikes, walkouts, or stoppages of work provided that:

- A. The Union and such officers or officials take every reasonable, prompt and positive measure, within their power, to prevent and stop such unauthorized strike, walkout, or stoppage of work:
- B. The Union shall promptly declare publicly in the community or communities that the strike, walkout, or stoppage is unauthorized and that the employees have been directed to terminate the strike, walkout, or stoppage:
- C. The Union and such officers or officials shall furnish to the Employer, as soon as may be, satisfactory evidence that the foregoing requirements have been complied with.

Section IV.

It is further mutually agreed that the Employer shall have the unqualified right to take any action it deems advisable, including discipline and discharge, against any employee engaging in, participating, encouraging, aiding or abetting any such unauthorized strike, walkout, or stoppage of work. However, an issue of fact as to whether or not any particular employee engaged in, participated in, or encouraged any strike or work stoppage may be subject to the grievance procedure established by Article 27 hereof.

ARTICLE 26  
CROSSING PICKET LINE

It is understood and agreed that, in the event of a strike by a Union having contractual relations with the Employer, other than the Union or its Locals which are parties hereto, which strike is legal and is sanctioned by the International body of such Union, the employees covered by this Agreement shall not be required to cross a picket line.

ARTICLE 27  
GRIEVANCES AND ARBITRATIONS

Section I.

In the event that a grievance shall arise under the terms of this Agreement, the procedures outlined in this Article shall be followed.

Section II. - Employee Grievance Procedure

In the event that a problem should arise, the employee may take up this problem with his Department Manager or his Union Business Agent for adjustment.

If the employee feels that this problem has not been solved to his satisfaction and he desires to make this a grievance, the grievance shall be dealt with in the following manner:

First Step - The employee may report his grievance to the Store/Grocery Manager or the Union Business Agent and these parties will meet to adjust the grievance.

Second Step - If the grievance is not settled, the Union Business Agent shall meet with the Employer's Zone Supervision and attempt to settle the grievance.

Third Step - If the grievance is not settled, the grievance shall be referred to the Employer's Industrial Relations Division. The Industrial Relations Division shall discuss the grievance with a Union Business Agent and endeavor to settle the grievance; in the event the grievance is not settled in the third step, it shall be submitted to arbitration in accord with Section III.

Section III. - Arbitration Procedure

In the event of a grievance and/or dispute between the Employer and the Union which grievance or dispute is not settled within seven (7) days after first discussion between the Employer and the representatives of the Union, then the grievance or dispute shall be referred to the State Board of Conciliation and Arbitration whose decision shall be final and binding on both parties. Where a State Board does not exist, the grievance shall be referred to the Federal Mediation and Conciliation Service. The Arbitrator shall have no authority or power to add to, detract from, or alter in any way the provisions of this Agreement.

In the event of any grievance over a discharge, the Union shall notify the Employer of such grievance within fourteen (14) days of the discharge or its right to arbitration shall be forfeited.

ARTICLE 28  
SENIORITY

Section I.

The principle of seniority shall apply in all layoffs due to lack of work covering all employees within the job classification in a mutually agreed upon geographical store area.

Section II.

Employees laid off for lack of work shall be given preference in re-employment within a period not to exceed six (6) months after their date of layoff. Such preference of employment shall be offered to the employees within an area which reasonably conforms to their former place of employment. If the employees are re-employed within the above period after the date of layoff, they shall be reinstated and shall not lose their continuity of employment.

Section III.

Full-time employees, laid off because of lack of work, where no other full-time work in the same job classification is available within the area, shall be offered part-time work if part-time work is available even if this means replacing part-time employees. The full-time employee who accepts temporary part-time work will be given first preference for full-time work within his classification when it becomes available.

A full-time employee who accepts part-time work shall be eligible for his benefits as of the date of his reduction for a period not to exceed six (6) months.

Section IV.

The date determining a full-time employee's employment date for purposes of seniority consideration in layoffs due to lack of work is the date he was either employed for, or appointed to, full-time work; except that where a full-time employee has had prior continuous service as a part-time employee before being appointed to full-time work and has worked full-time for a continuous period of four months, he shall be credited one month for each two months of part-time service in establishing his employment date for purposes of layoff by seniority only.

Section V.

When there is an excess number of employees within a job classification an employee in that job classification shall be assigned to a lower classification. In the reduction of classified employees, availability and qualifications shall be considered when such employees have been in the classified position for four months or more.

For classified employees, "lower classifications" is defined as follows:

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- A. Grocery Manager or Grocery Department Manager replaces an Assistant Grocery Department Head, Cash Department Head, or Head Clerk.
- B. An Assistant Grocery Department Head, Cash Department Head or Head Clerk replaces a full-time clerk.
- C. A Produce Manager replaces a Produce Head Clerk.
- D. A Produce Head Clerk replaces a full-time Clerk.

For Clerks, "lower classifications" are defined as follows:

- A. Full-time Male Clerk replaces Part-time Clerk or Checker.
- B. Full-time Female Clerk replaces Part-time Clerk or Checker.
- C. Part-time Male or Female Clerk or Checker replaces a Service Clerk.
- D. A Service Clerk shall not replace a part-time Clerk or Checker.

Section VI.

The following shall be an exception to Section V. above:

Where the least senior clerk in a mutually agreed upon geographical area is designated to perform the cash office function and a layoff due to lack of work is necessary within that clerk's classification, the Employer and the Union shall meet to determine the availability and qualifications of the next least senior clerk to perform the cash office function. If this next more senior clerk is unable or unwilling to perform the function of cash office person, he will be laid off. The Employer retains the right to determine the qualifications of such a person to perform the cash office function.

Section VII.

When the company determines that reductions and/or layoffs are necessary, the Company and the Union shall meet to discuss the application of the Agreements set forth in this Article.

Section VIII.

When a full-time clerk is needed, preference shall be given to a senior part-time employee provided he is available and qualified for full-time work.

Section IX. - Notification of layoff shall be as follows:

- A. Full-time - one week or one week's pay in lieu of notice.
- B. Part-time - notification shall be given by 3:00 P. M. Friday of the current week.



Section X.

Recall of employees who have been laid off shall be made as follows:

- a. Full-time Employees - The employee shall be notified by registered mail. If no reply is received within five (5) working days, the employee shall be terminated.
- b. Part-time Employees - The employee shall be notified by telephone that work is available. If he cannot be contacted by telephone, he shall be notified by registered mail. If no reply is received within 72 hours, the employee shall be terminated. Part-time employees shall be recalled on a store basis. However, the Employer shall make every reasonable effort to provide work in stores which reasonably conform with their former place of employment.

ARTICLE 29  
UNION CHECKOFF

The Employer agrees that it will deduct from the wages of the employees, the initiation fee and monthly dues uniformly required by the Union, provided it has a signed authorization from the employee, and will forward same to the Union, together with a list of the employees from whom such deductions were made.

ARTICLE 30  
WORK SCHEDULES

The Employer shall post a work schedule in ink for all employees covered by this Agreement no later than 3:00 P. M. each Friday for the following week. Changes may be made in this schedule in an emergency situation only.

ARTICLE 31  
POLYGRAPH

The Employer agrees that he will not request or require any employee to take a lie-detector test.

An employee may choose to make a voluntary offer to submit to a lie-detector test; however, such voluntary offer must have prior approval of the local Union involved.

ARTICLE 32  
TRANSFERS

No transfers shall be made by the Employer, unless the Union has been notified (either by phone, in writing, or in person) except in cases of emergency.

ARTICLE 33  
TRANSPORTATION

Section I.

Whenever an employee is transferred to a store requiring a carfare expense greater than the basic public transportation fare, that

employee is reimbursed for this additional expense, not as salary but as expense, so long as it is incurred; this does not apply in the case of an employee who at the time of employment is assigned to a store requiring an expense greater than the basic public transportation fare.

Section II.

Whenever an employee is transferred to a store beyond the area of the basic public transportation fare and uses his car to go to and from work, he receives mileage allowance at the rate of .08¢ per mile for miles traveled in excess of 20 miles per day; this does not apply in the case of an employee who at the time of employment is assigned to a store requiring travel by car in excess of 20 miles.

Section III.

In those instances where an employee moves his residence to a point more distant from his place of employment than when originally assigned to a store, he does not receive additional carfare or mileage allowance.

Section IV.

Where promotions are involved, transportation expense shall be handled individually to the mutual satisfaction of all parties.

ARTICLE 34  
BULLETIN BOARDS

The Employer agrees to provide space on store Bulletin Boards for the Union to post notices.

ARTICLE 35  
VALIDITY

In the event the law invalidates any section of the contract, such section shall become null and void, and the Union and the Employer shall meet and discuss a revision of the subject section.

ARTICLE 36  
CLERKS' WORK CLAUSE

No salesman shall stock any merchandise in the store, excluding the Meat Department, except:

Baby Foods  
Crackers

These authorized salesmen shall stock shelves only.

ARTICLE 37  
DURATION

This Agreement shall take effect February 12, 1962, and shall continue in full force and effect until Midnight, August 8, 1964, and shall be continued for an additional year unless sixty (60) days prior to August 8, 1964, either the Union or the Employer gives written notice by registered mail to the other that it desires to amend or terminate this Agreement; and such written notice of intention to terminate on August 8, 1964, or thereafter shall contain a draft of any proposed new agreements or amendments. During negotiations of any proposed new agreement or amendments, the terms of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals by their duly authorized officers and representatives this as of the day and year first above written.

RETAIL CLERKS' INTERNATIONAL  
ASSOCIATION, LOCALS

STOP & SHOP, INC.

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\_\_\_\_\_ 372  
\_\_\_\_\_ 826  
\_\_\_\_\_ 919  
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By \_\_\_\_\_  
General Manager