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AGREEMENT WITH

STOP & SHOP, INC.

and

LOCAL UNIONS

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328

371

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CHARTERED BY

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN

of

NORTH AMERICA, AFL - CIO

Effective Date: March 7, 1960

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This Agreement, entered into as of this Seventh Day of March 1960 between STOP & SHOP, INC., with its principal place of business located in Boston, Suffolk County, Massachusetts, as party of the first part, hereinafter called the "Employer", and Local Unions 2 - 33 - 328 - 371 - 592 chartered by the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, affiliated with the AFL-CIO as party of the second part; hereinafter called the "Union", for and in behalf of all its employees, except supervisory employees, employed in the meat, fish, and poultry departments in all of the Employer's stores, or any future stores the Employer may operate.

This Agreement shall be binding upon the Company herein, and its successors and assigns and, no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, or any other disposition of the Company herein, or by any change to any other form of business organization, or by any change, geographical or otherwise, in the location of the Company herein. The Company agrees that it will not conclude any of the above described transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof regardless of any change of any kind in management, location, form of business organization or ownership.

PREAMBLE

The purpose of the Employer and the employees in entering into this Agreement is to set forth their understanding on rates of pay, hours of work, and other conditions of employment, for the promotion of orderly and peaceful relations between the Employer and the employees, to promote uninterrupted operations and to achieve the highest level of employee performance consistent with safety, good health, and sustained effort.

The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels between the Employer and all employees. The officers of the Company and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Employer and the employees.

ARTICLE I MANAGEMENT

All matters having to do with the management of the business of the Employer, and all policies, authority, and responsibility for the conduct of the same, the management of the working forces, the right to hire, promote and, for proper cause, to transfer, suspend or discharge, are the proper prerogatives of the Employer.

The Employer agrees to supply its field supervision with copies of this Agreement and assumes full responsibility for their observance of its terms.

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 measures where justified complaints are made by the Employer against any employee or employees.

ARTICLE II
RECOGNITION

It is agreed that each Local Union is respectively the duly authorized representative of all Meat Department employees of the Employer working in the cities and towns listed in Appendix "A". Appendix "A" attached hereto is made a part of this Agreement.

ARTICLE III
MEMBERSHIP IN UNION

The Employer may secure new employees from any source, including the Union. The Employer shall give equal opportunity with all other sources to all applicants referred to the Employer by the Union.

All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment.

All present employees who are not members of the Union, and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first day following the beginning of their employment or on and after the thirty-first day following the effective date of this Agreement, whichever is the later.

The Union agrees that it will admit to and retain in membership all employees without discrimination so long as such employees tender the initiation fee and periodic dues uniformly required for membership by the Constitution of the International Union and the By-laws of the Local Union.

In the event that any employee fails to comply with the membership provisions provided for in this article, or fails to tender the initiation fee and periodic dues uniformly required as a condition for membership, the Union may notify the Employer in writing requesting the dismissal of such employee. The said employee shall be discharged by the Employer within seven (7) days of receipt of said notice, provided that such discharge shall, in the opinion of the Employer, be permitted by law.

ARTICLE IV
LEAVE OF ABSENCE FOR UNION DUTIES

Any member of the Union being elected 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, within six (6) months, to his former position or to a position of similar type at the then prevailing wage rate.

An authorized leave of absence shall not break an employee's service record.

ARTICLE V
NO STRIKES, LOCKOUTS, ETC.

Section 1

It is mutually agreed by the parties to this Agreement that there shall be no strike or stoppage of work by the Union, nor shall there be any lock-out by the Employer during the life of this Agreement, and that any difference or misunderstanding which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves, and if the parties themselves cannot amicably adjust the difference, then the matter shall be referred to Arbitration as provided for in this Agreement.

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Section 2

In the event of a threat of, preparation for, or the actuality of any unauthorized work stoppage, walk-out, or strike, the Union and all of its officials will take every reasonable action to prevent and to stop such proceedings by any of its members.

Section 3

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 acts of its individual members in causing or participating in unauthorized strikes, slowdowns, walk-outs, 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, slowdown, walk-out, or stoppage of work;
- (b) The Union shall promptly declare publicly in the community or communities that the strike or stoppage is unauthorized and that the employees have been directed to terminate the strike 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 4

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 in, encouraging, aiding or abetting any such unauthorized strike, slowdown, walk-out, 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 in this Agreement.

Section 5

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 VI
VACATIONS

(35) - 2

A. Eligibility for Full-Time Regular Employees

All full-time regular 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 (38-39) - 03
2nd Anniversary date of continuous full-time employment = 2 weeks vacation (42-43) - 05
10 years of continuous full-time employment = 3 weeks vacation (46-47) - 14
20 years of continuous full-time employment = 4 weeks vacation (50-51) - 22

B. Eligibility for Part-Time Employees

A part-time employee shall be eligible for a vacation on his anniversary date of employment as follows:

1st Anniversary date = 1 week vacation
2nd Anniversary date = 2 weeks vacation

C. Eligibility for Vacation Benefits as of January 1

1. Once an employee has qualified for two weeks vacation benefits, he is thereafter eligible for vacation benefits as of January first of each succeeding year.
2. All other vacation time earned shall be taken during the year in which eligibility occurs.

D. Vacation Period

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

E. Holiday Pay

When a holiday observed by the Employer falls within a full-time employee's 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.

F. Vacation Pay - Full-Time Employees

A full-time employee shall receive as vacation pay his basic wages for his regular classification that he received the week directly prior to going on vacation.

G. 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.

H. Vacation Pay - Replacement

1. In stores where a clerk or meat cutter replaces the department manager, the clerk or meat cutter 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.
2. 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.

I. 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.

J. 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 VII
HOLIDAYS

(61) - 1

The Employer shall observe the following holidays with pay, regardless of the day of the week on which they fall. In order to be paid for the holiday, a person must work the day before and day after the holiday unless one of those days was his regular day off, he was out sick, or on authorized absence.

Locals

Part "A"
Major Holidays

Part "B"
Minor Holidays

2
328 (Mass. only)
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New Year's Day 1
Washington's Birthday 2
Memorial Day 3
Independence Day 4
Labor Day 5
Thanksgiving Day 6
Christmas Day 7

April 19 8
October 12 9
November 11 10

328 (Rhode Island only)

New Year's Day 1
Memorial Day 2
Independence Day 3
Labor Day 4
October 12 5
November 11 6
Thanksgiving Day 7
Christmas Day 8
V-J Day 9

(62-64) - 999

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New Year's Day 1
Washington's Birthday 2
Memorial Day 3
Independence Day 4
Labor Day 5
Thanksgiving Day 6
Christmas Day 7

33

New Year's Day 1
Washington's Birthday 2
Memorial Day 3
Independence Day 4
Labor Day 5
Thanksgiving Day 6
Christmas Day 7

October 12 8
November 11 9

Eligibility - Part-Time Employees

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.

Holiday Eves

No employee shall be required to work beyond 6:00 P.M. on the Eves of Christmas and New Year's Day.

ARTICLE VIII
WEARING APPAREL AND TOOLS

The Employer agrees to furnish and launder without cost to the employees any special wearing apparel that it may require the employee to wear, such as coats, aprons, smocks and mesh aprons. Employees who are required to work outside in foul weather conditions will be furnished with such protective outer clothing as may be found necessary. The Employer further agrees to furnish all tools without cost to the employee. The Union agrees that the employees shall use these items with reasonable care and only for the purpose for which they are intended.

ARTICLE IX
EMPLOYEES' VEHICLES

No employee shall be obliged to use his or her personally-owned vehicle for Company business.

ARTICLE X
DEATH IN FAMILY

out of scope
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 immediate household. 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.

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ARTICLE XI
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 XII
CREDIT FOR PART-TIME HOURS

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.

When the conversion is made, such credit will be applied to the full-time rate schedule in the individual's classification, and he 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.

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.

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 by forty.

ARTICLE XIII
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.

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ARTICLE XIV
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 XV
VALIDITY

In the event that any portion of this Agreement is proven null and void or illegal by existing or future local, State or Federal law, the parties hereto shall negotiate in good faith that portion of the Agreement affected. The remainder of the Agreement shall remain in full force and effect.

ARTICLE XVI
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.

In the event of an injury sustained on the job which does not immediately result in loss of time at work, the above provision will be applicable, as of the first occasion, that said injury results in loss of time at work.

ARTICLE XVII
LEAVE OF ABSENCE

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.

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.

Requests for a leave of absence shall be in writing and submitted to the Zone Manager who forwards the requests to the Personnel Division. The authority to approve or disapprove a leave of absence shall be vested with the Director of Personnel Administration.

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. A copy of such notice shall be sent to the respective Locals. If the employee fails to return to work or communicate with the Personnel Division before his leave expires, his employment shall be terminated.

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.

ARTICLE XVIII
ELECTION DAYS

The Employer agrees that upon written request of the Union, it will instruct Supervision and Managers in writing to arrange the work schedule for Election Day week, so that those employees who otherwise would not be able to, shall have an opportunity to vote.

ARTICLE XIX
VISITING STORES

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

ARTICLE XX
SHORTAGES AND MERCHANDISE INVENTORY

Any employee who is charged with a shortage shall be entitled to a hearing in the presence of the business agent of the Local Union and a store supervisor or superintendent. In the event a shortage is found to exist, the Employer will take into consideration the employee's past work record before taking any disciplinary action. In the event of an alleged shortage, the Union may examine copies of store transactions for the purpose of checking the figures.

Merchandise Inventorying in the Meat Departments of stores shall continue to be done in accordance with the prevailing practice of the Employer.

ARTICLE XXI
PRIVILEGES

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

ARTICLE XXII
NO INDIVIDUAL AGREEMENTS

The Employer shall not enter into any individual agreement with any employee covered by this Agreement in conflict with this Agreement.

ARTICLE XXIII
NO REDUCTION IN WAGES

There shall be no reduction in wages as a result of the adoption of this Agreement.

ARTICLE XXIV
POLYGRAPH

The Employer agrees that he will not request or require an 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 XXV
SENIORITY

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.

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 re-instated and shall not lose their continuity of employment.

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 within the same job classification 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.

The Employer agrees that in layoffs of full-time employees due to a reduction of work, that scheduling the work shall not be accomplished by distributing the work among all the employees, but by reducing the number of full-time employees.

Any discharged employee who is re-instated through the grievance or arbitration procedure of this Agreement shall have his seniority status made whole upon his return to work.

No seniority employee will be laid off for lack of work except at the end of his regularly scheduled work week.

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.

It is understood that when an employee, after having reached an advance to the minimum rate due to continuous service with the Employer, is laid off for lack of work and re-employed in the same job classification within six (6) months from the date of layoff, the rate of pay for such an employee shall be the rate received directly prior to the date of layoff.

In the event that an employee is unable to work due to sickness or accident, he shall be re-employed at such time as he is able to resume his normal duties, provided that he 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 XXVI
BLUE CROSS AND BLUE SHIELD

- A. The Employer agrees to pay for each full-time regular employee the cost of the Massachusetts individual basic 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.
- B. For those employees who are employed in other states in which the Employer operates, a similar Blue Cross-Blue Shield Plan will be made available on the same basis.
- C. The following Employer subsidies shall prevail for the duration of this Agreement.

1. Massachusetts

	<u>Monthly Payment</u>	
<u>Single</u>	<u>Employer</u>	<u>Employee</u>
\$12. and Plan B	\$4.00	0
\$15. and Plan B	4.01	\$.35
<u>Family</u>		
\$12. and Plan A	9.17	.40
\$12. and Plan B	9.17	2.65
\$15. and Plan A	9.21	1.30
\$15. and Plan B	9.21	3.55

2. Connecticut

<u>Single</u>		
Blue Cross	2.70	.30
Connecticut Medical Service	1.20	0
<u>Husband & Wife</u>		
Blue Cross	5.65	2.15
Connecticut Medical Service	3.25	0
<u>Family Plan</u>		
Blue Cross	4.80	3.00
Connecticut Medical Service	4.10	0

3. Rhode Island

Single	3.45	0
Family	8.20	0

- D. 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. If the employee elects to participate in this plan, he/she will be eligible for the coverage offered to active employees and at the same contributory rate.

E. In the event there is an increase in the basic cost of the Blue Cross and Blue Shield Plans, the Employer and the Union shall meet, discuss and agree upon what alternate plans can be followed to meet the requirements of the employees.

ARTICLE XXVII
GROUP LIFE INSURANCE COVERAGE

The Employer agrees to pay for each full-time regular employee Group Life Insurance according to the following schedule:

Group I - \$2,500 Life Insurance Coverage

Upon the completion of three (3) years of regular full-time service, an employee shall not be required to make monthly group life insurance payments up to \$2,500 of coverage.

Group II - \$2,500 up to \$5,000 Life Insurance Coverage

Upon the completion of five (5) years of regular full-time service, an employee shall not be required to make monthly group life insurance payments up to \$5,000 of coverage.

Group III - \$5,000 up to \$10,000 Life Insurance Coverage

Upon the completion of ten (10) years of regular full-time service, an employee shall not be required to make monthly group life insurance payments up to \$10,000 of coverage.

Employee coverage and costs based on the existing premium rate is as follows:

<u>Basic Weekly Wage</u>	<u>Insurance Coverage</u>	<u>Employees Maximum Cost</u>
\$ 35. to \$ 49.99	\$ 2,500	\$1.50 -
50. to 74.99	5,000	3.00
75. to 99.99	7,500	4.50
100. to 124.99	10,000	6.00

Arrangements will be made whereby life insurance benefits of no less than \$2,000 will be made available to those employees who are retired under the Stop & Shop Pension Plan with fifteen (15) years of service, provided such employees were carrying the Employer-Sponsored Life Insurance at the time of retirement.

X Accident and Health

In April, 1960, \$1.50 of the present premium paid by the employee will be paid for by the Employer. In January, 1961, the remaining present premium costs will be paid by the Employer.

ARTICLE XXVIII
GRIEVANCES AND ARBITRATION

I. 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 Personnel Division. The
Personnel 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 Paragraph II.

II. Arbitration Procedure

In the event that the Employer and the Union are unable to settle a grievance within seven (7) days after first discussion between the Employer and the representatives of the Union, then the grievance shall be referred to the State Board of Conciliation and Arbitration whose decision shall be final and binding on both parties.

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 XXIX
HOURS

A. The work week for all full-time employees, other than Department Managers, is as follows:

1. Regular Straight Time Hours - 40 hour-5 day week:

4 days - 8 hours between 7:00 A.M. and 6:00 P.M.

1 day - 8 hours worked back from 9:00 P.M. or

5 8-hour days from 7:00 A.M. to 6:00 P.M.

2. Holiday Straight Time Hours - 32 hour-4 day week

3 days - 8 hours between 7:00 A.M. and 6:00 P.M.

1 day - 8 hours worked back from 9:00 P.M. or

4 8-hour days from 7:00 A.M. to 6:00 P.M.

3. Working hours for employees shall be consecutive within any one working day.

B. Department Managers Work Week

1. Regular Work Week

Effective June 13, 1960, 5 days - 42 hours

Effective March 6, 1961, 5 days - 41 hours

2. Holiday Work Week

Effective June 13, 1960, 4 days - 34 hours

Effective March 6, 1961, 4 days - 33 hours

Department Managers shall work four (4) additional hours beyond the 42-hour basic work week effective June 13, 1960, and 41 hours effective March 6, 1961.

The gross earnings, 46 and 45 hours respectively, for Department Managers shall be used in determining vacation pay, supplementary wages, group insurance coverage, and retirement contributions.

A Department Manager may work his work week within a five-day period.

C. Preference to Full-Time Work

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

D. Hours of Work for Part-Time Employees

The hours of work determining the status of a part-time employee (both male and female) shall be:

30 hours per week or less

When a part-time employee is requested to report for work and upon reporting finds no work available, he or she shall receive payment for those hours he or she is normally scheduled to work on the particular day. They shall be scheduled for no less than fifteen (15) straight-time hours a week.

E. Schedule

A schedule, designating employees' hours of work, shall be posted in each store during the preceding week for each following week. This schedule is subject to change to meet emergencies and unusual situations.

F. Morning Work

If there are eight (8) hours of work available within appropriate classifications 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.

G. Overtime Pay

1. All hours worked by 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.

2. 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 VII, Part A, 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.

3. 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 VII, Part B, 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.

4. Department Managers

When a Department Manager is requested by the Employer to work:

- (a) A full day beyond the five-day work week - he shall receive one-fifth of his basic weekly salary.
- (b) A half day beyond the five-day work week - he shall receive one-tenth of his basic weekly salary.
- (c) The option of working two (2) evenings a week in lieu of the half day rests with the Meat Manager with the approval of Supervision.

H. Miscellaneous Work Provisions

- 1. No employee shall be compelled to accept overtime.

I. 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 and/or supper, it may be so arranged.

ARTICLE XXX
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 XXXI
BULLETIN BOARDS

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

ARTICLE XXXII
SHOP CARDS

A Shop Card of the Union shall be displayed in a prominent place in all of the Employer's stores and this Shop Card shall, at all times, remain the property of the Union.

ARTICLE XXXIII
WAGES

The following minimum rates shall become effective for the week beginning March 7, 1960:

(a) MEAT MANAGERS

<u>Weekly Volume</u>	<u>3/7/60</u>	<u>3/6/61</u>
	<u>Base 42 hours</u> <u>Per Week</u>	<u>Base 41 hours</u> <u>Per Week</u>
\$ 4,000 up to \$ 7,500	100 \$104.00	\$108.00
7,500 up to 12,500	106 110.00	114.00
12,500 up to 17,500	109 113.00	117.00
17,500 up to 25,000	113 117.00	121.00
25,000 up to 37,500	120 124.00	129.00
37,500 up to 50,000	129 133.00	137.00
50,000 up to 75,000	135 139.00	143.00
Over \$75,000	140 145.00	149.00

(b) MALE CLERKS - FULL TIME

	<u>3/7/60</u>	<u>3/6/61</u>
	<u>Per Week</u>	<u>Per Week</u>
First 30 days of continuous service	\$ 57.00	\$ 59.00
After 30 days of continuous service	-62.00	64.00
After 4 months of continuous service	-65.00	67.00
After 8 months of continuous service	-70.00	73.00
After 16 months of continuous service	-74.00	77.00
After 24 months of continuous service	-80.00	84.00
After 36 months of continuous service	X -87.00	91.00

(c) FEMALE WRAPPERS AND CLERKS - FULL TIME

	<u>9/7/60</u>	
First 30 days of continuous service	- 50.00	52.00
After 30 days of continuous service	55.00	57.00
After 4 months of continuous service	57.00	59.00
After 8 months of continuous service	60.00	63.00
After 16 months of continuous service	62.00	65.00
After 24 months of continuous service	66.00	70.00
After 36 months of continuous service	68 72.00	73.00 77.00

(d) PART-TIME MALE AND FEMALE CLERKS

	<u>3/7/60</u>	<u>9/5/60</u>	<u>3/6/61</u>	<u>9/4/61</u>
		<u>Per Hour</u>		
First 30 days of continuous service	\$ 1.15	\$ 1.20	\$ 1.25	\$
After 30 days of continuous service	1.20	1.25	1.30	
After 6 months of continuous service	1.25	1.30	1.35	
After 12 months of continuous service	1.37 $\frac{1}{2}$	1.42 $\frac{1}{2}$	1.50	
After 18 months of continuous service	1.47 $\frac{1}{2}$	1.52 $\frac{1}{2}$	1.60	
After 24 months of continuous service	1.60	1.65	1.75	1.80
After 36 months of continuous service	1.70	1.80	1.90	1.95

(e) When part-time employees are requested by the Employer to work more than one late night per week, they shall receive for such additional late hours a 15% premium above their regular hourly rate of pay.

(f) <u>MEAT CUTTERS</u>	<u>3/7/60</u>	<u>3/6/61</u>
	<u>Per Week</u>	<u>Per Week</u>
	\$103.00	\$107.00
	<u>Per Hour</u>	<u>Per Hour</u>
Part-time Meat Cutters	2.575	2.675

(g) <u>HEAD MEAT CUTTERS</u>	<u>Per Week</u>	<u>Per Week</u>
<u>Weekly Volume</u>		
\$25,000 - \$50,000	106.00	110.00
Over \$50,000	109.50	113.50

(h) APPRENTICE MEAT CUTTERS

An Apprentice Meat Cutter shall receive \$4.00 every four months until the minimum of meat cutter is reached. There shall not be more than one (1) Apprentice in each store.

Progression Scale: First 4 months	75.00	79.00
After 4 months	79.00	83.00
After 8 months	83.00	87.00
After 12 months	87.00	91.00
After 16 months	91.00	95.00
After 20 months	95.00	99.00
After 24 months	103.00	107.00

(i) FISH AND DELICATESSEN SECTION

In service fish and delicatessen sections in stores doing a weekly volume of \$50,000 or over, there shall be one man in the section with a rate of \$103.00 per week and a second man with a rate of \$91.00 per week.

Effective March 6, 1961, one man shall receive \$107.00 and second man \$95.00.

(j) ASST. HEAD MEAT CUTTER

9/5/60

In stores doing a weekly volume of \$50,000 or over	105.00	106.00	110.00
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(k) GENERAL WAGE INCREASE

Effective March 7, 1960, the following weekly and hourly general wage increase shall be put into effect for those employees in the employ of the Employer prior to March 6, 1960:

Managers and Cutters	\$3.00
Full-time male employees	2.00
Full-time female employees	2.00
Part-time employees	.05

Those male employees earning \$83.00 or more shall receive the following general wage increase:

Earning

\$83.00 - \$83.99	\$4.00
84.00 - 86.99	3.00
87.00 and over	2.00

Effective March 6, 1961, the following weekly and hourly general wage increase shall be put into effect for those employees in the employ of the Employer prior to March 5, 1961:

Managers and Cutters	\$3.00
Full-time male employees	2.00
Full-time female employees	2.00
Part-time employees	.05

Those male employees earning \$87.00 or more shall receive the following general wage increase:

Earning

\$87.00 - \$87.99	\$4.00
88.00 - 90.99	3.00
91.00 and over	2.00

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

When a step-rate increase is due an employee, it shall be paid as of the Monday of the week in which the employee's step-rate anniversary occurs.

ARTICLE XXXIV
MILITARY DUTY

A. Military Service

Any employee who enlists or is drafted into the Military Service of the United States shall be placed on a leave of absence for his period of service up to forty-eight months. Such leave of absence shall terminate after 90 days from his date of discharge.

The Employer will reinstate without unreasonable delay and in compliance with the Veterans Re-employment Statute a former employee who has re-employment rights under the law and who has applied for reinstatement within the legally required period of time after his date of discharge.

B. Emergency National Guard Duty

An employee called to National Guard Duty by emergency decree shall suffer no loss in basic pay.

C. Military Training

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

D. Mandatory Military Physicals

Any employee who is called upon during working hours to take a physical examination for entry into the Armed Forces may have this examination without loss of pay.

ARTICLE XXXV
TRANSPORTATION

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.

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.

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.

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

ARTICLE XXXVI
CHECK-OFF

The Employer agrees to continue the check-off system now in effect of deducting Union dues and initiation fees from its employees and to continue remitting such dues to the respective Union Locals. The Employer further agrees to continue to send each respective Union Local a copy of the employees' Authorization Card.

ARTICLE XXXVII
DURATION

This Agreement shall take effect March 7, 1960 and shall continue in full force and effect until midnight, February 10, 1962, and shall be continued for an additional year unless sixty (60) days prior to February 10, 1962 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 February 10, 1962 or thereafter shall contain a draft of any proposed new agreement 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.

AMALGAMATED MEAT CUTTERS AND
BUTCHER WORKMEN OF NORTH AMERICA, LOCALS

STOP & SHOP, INC.

_____ 2
_____ 33
_____ 328
_____ 371
_____ 592

By _____
Executive Vice President

APPENDIX A

LOCATION OF STORES OPERATED BY STOP & SHOP, INC.
COVERED BY AGREEMENT DATED THE 7th DAY OF MARCH 1960
WITH THE FOLLOWING LOCAL UNIONS OF
THE AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA

MASSACHUSETTS

LOCAL 2

Bradford	Franklin	Lawrence	New Bedford
Dartmouth	Gardner	Lowell	North Weymouth
Dennisport	Gloucester	Marlboro	Quincy
Fall River	Haverhill	Milford	Taunton
Falmouth	Hingham	Natick	Weymouth
Framingham	Hyannis	Needham	Worcester

LOCAL 33

E. Longmeadow	Holyoke	Springfield	W. Springfield
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LOCAL 592

Allston	Dedham	Medford	Roxbury
Arlington	Dorchester	Melrose	Salem
Billerica	East Boston	Newton	Saugus
Boston	Everett	Norwood	Somerville
Brighton	Hyde Park	Peabody	South Boston
Cambridge	Jamaica Plain	Reading	Wakefield
Chelsea	Lynn	Revere	Waltham
Concord	Malden	Roslindale	

RHODE ISLAND

LOCAL 328

State of Rhode Island; also the following towns and cities in
Massachusetts:

N. Attleboro	Somerset
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CONNECTICUT

LOCAL 371

State of Connecticut