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AGREEMENT WITH
STOP & SHOP, INC.

and

LOCAL UNIONS

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CHARTERED BY

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN

of

NORTH AMERICA, AFL - CIO

Effective Date: February 12, 1962

Execution Date: May 7, 1962

Expiration Date: August 8, 1964

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AGREEMENT

Section 1.

This Agreement, entered into on this seventh day of May, 1962, 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 AMALAGAMATED 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 on behalf of all employees now employed and those who hereinafter may be employed by the Employer in the meat, fish, delicatessen, and poultry department, except supervisory employees, in all of the Employer's food supermarkets, or any future food supermarkets the Employer may operate in New England.

Section 2.

This Agreement shall be binding upon the Employer 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 Employer herein, or by any change to any other form of business organization, or by any change, geographical or otherwise, in the location of the Employer herein. The Employer 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.

PREAMBLE

Section 1.

It is the intent and purpose of the parties hereto that this Agreement shall promote a harmonious relationship between the Employer and its employees, as represented by the Union, and shall set forth herein rates of pay, hours of work, and working conditions of employment to be observed between the parties hereto. It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Employer and the Union which will permit safe, harmonious, and efficient operation of the Employer's business.

Section 2.

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 Employer 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.

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Section 3.

The parties to this collective bargaining agreement further agree that it shall be their policy to prohibit discrimination of persons because of race, creed, color, or national origin in hiring, lay-offs, promotions and all other terms and conditions of employment.

ARTICLE I
RECOGNITION

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

ARTICLE II
MANAGEMENT

Section 1.

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, provided that such actions are taken in accordance with the provisions of this Agreement and are not taken to avoid provisions of this Agreement.

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Section 2.

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

Section 3.

The Union agrees to do everything within its power to enforce rules and regulations, and, through advice, instructions, and example, to maintain the highest standard of work.

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ARTICLE III
MEMBERSHIP IN UNION

Section 1.

When new employees are to be hired for the bargaining unit as defined in Section 1 of the Agreement Clause, the Union shall have equal opportunity with all other sources to refer and recommend applicants for employment. Persons referred by the Union shall be given equal opportunity for employment with all other applicants.

Section 2.

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

Section 3.

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 execution date of this Agreement, whichever is the later.

Section 4.

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, periodic dues and assessments uniformly required for membership by the Constitution of the International Union and the Bylaws of the Local Union.

Section 5.

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 be permitted by law.

ARTICLE IV
CHECK-OFF

The Employer agrees to continue the check-off system now in effect of deducting Union dues, initiation fees, arrears and assessments 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 Employee's Authorization Card.

ARTICLE V
NO STRIKES, LOCKOUTS

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.

Section 2.

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, walkouts, or stoppages of work provided that: In the event of a threat of, preparation for, or the actuality of any unauthorized work stoppage,

slowdown, walkout, 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.

It is understood and agreed that, in the event of a strike by a union having contractual relations with the Employer, 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

Section 1.

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's vacation
2nd Anniversary date of continuous full-time employment-2 weeks' vacation
8 years of continuous full-time employment - 3 weeks' vacation
18 years of continuous full-time 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 vacations on their anniversary date of employment as follows:

1st Anniversary date - 1 week's 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 fraud. 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 third and fourth week's vacation is effective on 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 2.

Vacation Period

The regular vacation period is from January first through December thirty-first. Vacation schedules shall be posted by April 15.

Section 3.

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.

An employee shall be scheduled to work 4 days on the week he returns to work. If, at the request of the Store Manager, he works five (5) days, the fifth day is at the rate of time and one-half. The Employee shall have the privilege of making his extra day off and his normal day off contiguous to the vacation period.

B. Holiday Pay - Part-time Employees

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

Section 4.

A. Vacation Pay - Full-time Employees

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

B. Vacation Pay - Part-time Employees

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

Section 5.

Vacation Pay - Replacement

- A. A member of the bargaining unit shall replace a department manager while the department manager is on vacation. He shall receive the minimum rate applicable to the volume of the store. However, in no case shall he 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. However, in no case shall the manager replacing a manager receive less in his total wages for the week because of a change in his store assignment.

Section 6.

A. First and Second Week Vacations

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 Week Vacations

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

ARTICLE VII
HOLIDAYS

Section 1.

The Employer shall observe the following holidays with pay, regardless of the day of the week on which they fall.

<u>Locals</u>	<u>Part A</u> <u>Major Holidays</u>	<u>Part B</u> <u>Minor Holidays</u>
2 328 (Mass. only) 592	New Year's Day Washington's Birthday Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day	April 19 October 12 November 11
328 (Rhode Island only)	New Year's Day Memorial Day Independence Day V-J Day Labor Day October 12 November 11 Thanksgiving Day Christmas Day	
371	New Year's Day Washington's Birthday Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day	Any local holiday which is observed by major competition will also be observed by the Employer.
33	New Year's Day Washington's Birthday Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day	October 12 November 11

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

Section 2.

Eligibility - Full-time Employees

In order to be paid for the holiday, a full-time employee must perform work during the week in which the holiday occurs and must work the day before and the day after the holiday unless either or both of those days was his regular day off, he was out sick, or on an authorized day off.

Section 3.

Eligibility - Part-time Employees

A part-time employee shall receive four (4) hours pay for any of the above listed holidays provided he has been continuously employed by the Employer for six (6) months or more. In order to be paid for the holiday, a part-time employee must perform work during the week in which the holiday occurs, unless he is on a paid vacation.

Section 4.

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 or in freezers 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.

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ARTICLE IX
EMPLOYEES' VEHICLES

No employee shall be obliged to use a privately owned vehicle for Employer business.

ARTICLE X
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) working 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.

ARTICLE XI
REST PERIODS

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

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

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

Section 1.

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.

Section 2.

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.

Section 3.

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.

Section 4.

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.

Section 5.

A part-time employee promoted to full-time shall receive his part-time hourly rate or the appropriate full-time rate whichever is the greater, but no greater than the three-year rate.

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 his 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 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.

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

Section 1.

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 five compensable days.

Section 2.

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

Section 1.

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 2.

Part-time employees with one or more years of continuous service may be granted a leave of absence up to three (3) months (except for pregnancy as provided for in Section 5 of this Article) providing such requests are reasonable.

Section 3.

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. The authority to approve or disapprove a leave of absence shall be vested with the Director of Industrial Relations.

Section 4.

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 letter shall specify the time limit placed on the leave of absence. A copy of such letter shall be sent to the appropriate Local Union. If the employee fails to return to work or communicate with the Industrial Relations Division before his leave expires, his employment shall be terminated.

Section 5. - Pregnancy Leave

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- A. A six (6) month leave of absence for pregnancy shall be extended to any female employee with one (1) year or more of continuous service.
 - B. An employee who desires and is able to return to work prior to the expiration of her six (6) month leave of absence shall be allowed to return upon submitting satisfactory proof from her physician. She shall return to work no later than the second Monday following the date satisfactory proof of her ability to return is received by the Employer.
 - C. An employee on a pregnancy leave will be automatically terminated if:
 - 1. She does not return at the end of her six (6) month leave of absence.
 - 2. She works for another employer while on leave without express permission, in writing, from the Employer to be so employed.

Section 6.

An employee on an approved leave of absence shall be automatically terminated if:

- A. He or she does not return to work when the leave of absence expires.
- B. He or she works elsewhere while on leave without express permission, in writing, from the Employer to be so employed.

Section 7.

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

Section 8.

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. An employee who returns from a Military Leave of more than six (6) months is not entitled to vacation benefits until he has been continuously employed for a period of three (3) months after his return from Military Leave.

Section 9.

An employee elected to public office shall be granted such leave of absence to correspond with his elected term of office without pay. Upon proper notice an employee elected to public office not requiring his full-time service shall be granted the necessary time off without pay to perform the duties of his office.

Section 10.

Any employee on approved leave of absence shall continue to accumulate all seniority rights. Such leaves include, but are not limited to, military leave, union leave, or absence due to illness (whether due to sickness or injury, job related or otherwise, paid or unpaid).

Section 11.

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

Section 12.

Requests to extend a leave of absence shall be in writing, and shall be subject to the Employer's approval. A copy of any correspondence on such requests shall be sent to the appropriate Local Union.

Section 13. - Leave of Absence for Union Duties

Any member of the Union being elected or appointed to an 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 XVIII
ELECTION DAYS

The Employer agrees that upon request of the Union or an employee, it shall instruct Supervision and managers 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

Section 1.

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 supervisor. 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.

Section 2.

In the event of an alleged shortage, the Union may examine copies of store transactions for the purpose of checking figures.

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 unless the Union is given adequate advance notice and a duly authorized Union representative is present at the meeting and approves said agreement.

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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

Section 1. - Layoffs

- A. The principle of seniority shall apply in all layoffs due to lack of work covering all employees in a mutually agreed upon geographical area in accordance with the following provisions.
- B. In the process of a layoff within the job classification of meat department managers due to closed out stores, meat department managers shall not exercise their seniority over one another. However, a meat department manager of a closed out store, regardless of his length of service, shall have the right to displace the junior head meat cutter, or the junior assistant head meat cutter, or the junior meat cutter, or the junior fish and/or delicatessen man. A meat department manager of a closed out store, when reduced to a lower job classification, shall carry in the lower job classification his total of all full-time service with the Employer.
- C. In the application of seniority in layoffs among employees in the same job classification (except B of this section), each employee's seniority shall be equal to and limited to their actual full-time service in the same job classification.
- D. In the process of a layoff (except B of this section) the junior employee in any job classification shall have the right to exercise his seniority through any lower job classification starting first with the next lower job classification in accordance with and in order of the classifications listed below:

Group 1.

Meat Manager
Head Meat Cutter
Assistant Head Meat Cutter
Meat Cutter
Fish and/or Delicatessen Man
Apprentice Meat Cutter
Full-time Male Clerk
Part-time Male Clerk

Group 2.

Full-time Female Clerk
Part-time Female Clerk

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- E. The junior employee in any job classification when reduced to a lower job classification shall carry in the lower job classification his total of all full-time service with the Employer.
- F. Full-time employees shall have seniority rights over part-time employees.
- G. An employee shall be terminated in the event of any of the following:
 - 1. The employee quits, or
 - 2. The employee is discharged for just cause, or
 - 3. The employee, while on leave of absence, accepts work with another employer (except for employment with the Union), unless he has written permission from the Employer. The Employer will furnish the Union with a copy of such permission when granted.
 - 4. The employee fails to report for work from a layoff within ten working days, (part-time within 72 hours), from the date of notice of recall was sent by the Employer, by certified mail, return receipt requested, to the employee, or
 - 5. The employee has not worked for the Employer for six (6) consecutive months from date of layoff.
- H. Employees employed thirty (30) days or less shall have no seniority rights.

Section 2. - Recall

A. Full-time Employees

- 1. The full-time employee who accepts temporary part-time work shall be given first preference for full-time work within his classification when it becomes available.
- 2. Full-time employees laid off for lack of work shall have the right to job openings which may occur 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.
- 3. A full-time employee who has been reduced to part-time shall be scheduled for the maximum available part-time hours in the department.

B. Part-time Employees

1. Part-time employees employed thirty-one (31) days but less than six (6) months shall have seniority rights within the store and ninety (90) day recall rights within the store.
2. Part-time employees employed six (6) months or more shall have seniority rights within the store and ninety (90) day recall rights within the area which reasonably conforms with his former place of employment.

Section 3. - Promotions

- A. The Employer shall continue its efforts to train senior employees to fill higher rated classifications.
- B. Promotions to assistant head meat cutter shall be made from full-time male meat cutters.
- C. Promotions to head meat cutter shall be made from assistant head meat cutters or full-time meat cutters.
- D. In the matter of promotion, the Employer shall have the right to exercise its judgment on fitness and ability and shall make final determination after giving due regard to seniority and after considering suggestions and recommendations of the Union.
- E. 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.
- F. Part-time employees within their part-time job classification will be offered by seniority a schedule with the greatest number of hours available within the classification provided that the employee is available for these hours on a regular basis. For the purposes of this provision, part-time classifications are defined as follows:

Part-time Meat Cutter
Part-time Journeyman Caseman
Part-time Female Wrapper
Part-time Female Clerk
Part-time Male Clerk

Section 4. - Miscellaneous

- A. Any discharged employee who is reinstated through the grievance or arbitration procedure of this Agreement shall have his seniority status made whole upon his return to work.
- B. A full-time employee reduced to part-time due to lack of work shall be eligible for his benefits as of the date of his reduction for a period not to exceed six (6) months.
- C. An employee recalled after layoff shall not lose any continuity of service relative to rates of pay, vacation credits and benefit plan program.

- D. Employees (full-time and part-time) inducted into the Military Service of the United States under the Selective Service Act of 1948 and its amendments, or who enlist after its enactment in accordance with the provisions governing such enlistments, shall retain seniority rights in conformance with the provisions of the Act and its amendments.
- E. The Employer will notify the respective Local Union Office of all full or part-time employees who are terminated for any reason and explain the reason for such termination.
- F. Managers who are demoted shall be treated in accordance with the following stipulations:
 - 1. If he has been a manager for less than one year, he shall return to his previous classification and receive his former rate of pay plus any increases he would have received had he not been made a manager.
 - 2. If he has been a manager for more than one year, he shall receive the classification rate in his new classification.
 - 3. If the demotion is due to a serviceman returning to work, the employee so demoted shall receive his former rate of pay plus any increases he would have received had he not been made a manager.
- G. The Employer shall furnish, yearly, each Local Union with an up-to-date seniority roster of the employees for the Locals' mutually agreed upon area, showing the employee's name, classification, and seniority date. The Union will be notified of any changes affecting the roster.
- H. The Union shall be notified at least one week in advance of all promotions, demotions, reductions, and layoffs.
- I. There shall be no layoff of meat cutters until all apprentices have been eliminated as covered under Section 1. of this Article.
- J. No employee shall be laid off or have his hours reduced until the completion of his scheduled work week. A full-time employee shall be given one week's notice or one week's pay in lieu of notice of layoff, except that this shall not apply to an employee discharged for cause. A part-time employee shall be notified of layoff by 3:00 P. M. Friday.

ARTICLE XXVI
BENEFIT PLANS

Section 1. - Blue Cross-Blue Shield

- A. The Employer agrees to pay for each single full-time employee the cost of the individual Blue Cross-Blue Shield Plan. The Employer agrees to pay for a married full-time employee the cost of a family Blue Cross-Blue Shield Plan. Eligibility shall become effective on the first enrollment date following three months of continuous full-time employment.

- B. This plan shall be the \$15.00 per day Blue Cross and Plan B Blue Shield. Effective July, 1962, the Blue Cross Plan shall be the \$18.00 per day Plan.
- C. The Blue Cross-Blue Shield Plan will be available at no cost to those employees who are retired under the Stop & Shop Pension Plan with fifteen years of service, provided such employees were enrolled in the Employer's Group at the time of retirement.

Section 2. - Life Insurance

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

Basic Wage	90days to 3yrs		3yrs to 5yrs		5yrs to 10yrs		Over 10yrs	
	Free	Option	Free	Option	Free	Option	Free	Option
\$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

- B. An employee may purchase the optional amount of life insurance at the rate of 60¢ per thousand per month. 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 3. - Accident & Health Benefits

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 4. - 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 \$50.00 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 XXVII
STEWARDS

Section 1.

The Union shall have the right to have a Steward in each of the Employer's stores covered by this Agreement.

Section 2.

Stewards shall be full-time employees of the Employer.

Section 3.

In addition to their seniority rights as regular employees, Stewards shall have top seniority in layoff due to lack of work within their respective store and classification.

Section 4.

No Steward shall be transferred unless such transfer is mutually agreed upon by the Employer and the Union.

Section 5.

The Union shall furnish the Employer with a list of the Stewards.

Section 6.

The Steward shall not in any way interfere with the manager in his operation of the store. The Stewards shall handle grievances off the job.

ARTICLE XXVIII
GRIEVANCES AND ARBITRATION

Section 1. - Grievance Procedure

In the event that a problem should arise, the employee may take up this problem with his Store Manager, Department Manager, Union Business Agent or Steward 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 Steward or Union Business Agent who will meet with the Meat Manager or Store Manager 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 the 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 2.

Section 2. - 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. Where a State Board does not exist, the grievance shall be referred to the Federal Mediation and Conciliation Service.

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

Section 1.

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

A. Regular Straight Time Hours - Forty (40) hour, five (5) day week:

Four (4) days - Eight (8) hours between 7:00 A. M. and 6:00 P. M.

One (1) day - Eight (8) hours worked back from 9:00 P. M. or five (5), eight (8) hour days between 7:00 A. M. and 6:00 P. M.

B. Holiday Straight Time Hours - Thirty-Two (32) hours, four (4) day week

Three (3) days - Eight (8) hours between 7:00 A. M. and 6:00 P. M.

One (1) day - Eight (8) hours worked back from 9:00 P. M. or four (4), eight (8) hour days between 7:00 A. M. and 6:00 P. M.

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

Section 2. - Department Managers Work Week

A. Regular Work Week

Five (5) days - Forty-one (41) hours - including one evening.

B. Holiday Work Week

Four (4) days - Thirty-three (33) hours - including one evening.

C. The Meat Department Manager shall have the option of working one of the following schedules:

1. 5-1/2 days (45 hours) includes 5 days, plus one evening and one half day.
2. 5 days (44 hours) includes 5 days, plus two evenings with one full day off.

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

Section 3. - 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 requested to report for work and upon reporting finds no work available, he shall receive payment for those hours he is scheduled to work on the particular day.

C. Part-time employees 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 a Monday, Tuesday, or Wednesday, he shall be scheduled for no less than fifteen 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 twelve hours per week exclusive of any hours worked on the holiday.

Section 4. - Schedule

A schedule, designating employees' hours of work, shall be posted in ink in each store by 3:00 P. M. Friday for the following week. This schedule is subject to change to meet emergencies and unusual situations.

Section 5. - 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.

Section 6. - Overtime Pay

A. Full-time Employees

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.

B. Part-time Employees

All hours worked by part-time employees on the fifth day in a holiday week, the sixth day in a regular work week, in excess of eight (8) hours per day, before 7:00 A. M. or after 10:00 P. M. shall be paid at the rate of time and one-half the employee's regular hourly rate.

C. Department Managers

1. A Department Manager shall be paid as follows:

- a. A half day beyond the five-day work week - he shall receive one-tenth of his basic weekly salary.
- b. A second evening within the five-day work week - he shall receive time and one-half for three hours.
- c. A full day beyond the five-day work week - he shall receive one-fifth of his basic weekly salary.
- d. When a department manager is authorized to work beyond his regularly scheduled work week, he shall be compensated for this additional work on the basis of additional evenings, half day, or day as specified in a, b, and c, above.

D. 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.

E. 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.

Section 7. - Miscellaneous Work Provisions

No employee shall be compelled to accept overtime.

Section 8. - 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 if permitted by law.

ARTICLE XXX
TRANSFERS

No transfers shall be made by the Employer unless the Union has been given adequate notice either by telephone, 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. Bulletin Boards will be located as near to time clocks as possible or in a conspicuous place.

ARTICLE XXXII
SHOP CARDS

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

ARTICLE XXXIII
WAGES

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Section 1.

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The following minimum rates shall become effective on the dates shown:

A. MEAT MANAGERS - 5-day week - 41 hours

<u>Total Store Volume, Weekly</u>	<u>2/12/62</u> <u>Per Week</u>	<u>5/13/63</u> <u>Per Week</u>
\$4,000 up to \$7,500	\$114.00	\$119.00
7,500 up to 12,500	120.00	125.00
12,500 up to 17,500	123.00	128.00
17,500 up to 25,000	127.00	132.00
25,000 up to 37,500	135.00	140.00
37,500 up to 50,000	143.00	148.00
50,000 up to 75,000	149.00	154.00
Over \$75,000	155.00	160.00

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B. MALE CLERKS - FULL-TIME - 5 day week - 40 hours

	<u>2/12/62</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

2/12/62

5/13/63

C. FEMALE WRAPPERS AND CLERKS- 5 day week-40 hours

	<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	79.00
After 36 months of continuous service	82.00	90.00

10/1/62

1/6/64

D. PART-TIME MALE AND FEMALE CLERKS

	<u>Per Hour</u>	<u>Per Hour</u>
First 30 days of continuous service	1.35	1.45
After 30 days of continuous service	1.40	1.50
After 6 months of continuous service	1.45	1.55
After 12 months of continuous service	1.60	1.70
After 18 months of continuous service	1.70	1.80
After 24 months of continuous service	1.90	2.00
After 36 months of continuous service	2.05	2.15

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D 47/1

D 48/3

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E. <u>MEAT CUTTERS</u> - 5 day week - 40 hours	<u>2/12/62</u> <u>Per Week</u>	<u>5/13/63</u> <u>Per Week</u>
The Employer agrees that no Meat Department shall be without a \$113 Meat Cutter effective February 12, 1962 and a \$118 Meat Cutter, effective May 13, 1963.	\$113.00	\$118.00

F. <u>HEAD MEAT CUTTERS*</u> - 5 day week - 40 hours		
<u>Total Store Volume - Weekly</u>		
\$25,000 up to \$50,000	116.00	121.00
Over \$50,000	119.50	124.50

G. <u>ASSISTANT HEAD MEAT CUTTER*</u> - 5 day week - 40 hours		
In stores over \$50,000	116.00	121.00

H. <u>PART-TIME MEAT CUTTERS</u>	<u>Per Hour</u> 2.83	<u>Per Hour</u> 2.95
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I. <u>APPRENTICE MEAT CUTTERS</u> - 5 day week - 40 hours		
<u>Progression Scale</u>	<u>Per Week</u>	<u>Per Week</u>
First 4 months	85.00	90.00
After 4 months	89.00	94.00
After 8 months	93.00	98.00
After 12 months	97.00	102.00
After 16 months	101.00	106.00
After 20 months	105.00	110.00
After 24 months	113.00	118.00

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1. There shall not be more than one apprentice in each store.
2. The Employer and the Union shall review the number of and the activity of the apprentice meat cutters so that apprentices shall have an opportunity to progress in all phases of the meat business.
3. Promotions to the classification of apprentice meat cutter shall be made from full-time male meat department employees, preference given to employees with three years or more service with the Employer.
4. An employee promoted to apprentice cutter shall maintain his rate or receive the starting rate listed in the apprentice schedule, whichever is the higher. If his rate is higher than the starting rate of the apprentice schedule, he shall receive his next increase in pay after having served the required period of time in accordance with the apprentice progression scale herein.

J. FISH AND DELICATESSEN SECTION* - 5 day week - 40 hours

In service fish and delicatessen sections in stores doing a weekly volume of \$50,000 or over, there shall be one man in this section with the rate of \$113.00 per week and an assistant with a rate of \$101.00 per week. Effective May 13, 1963, one man shall receive \$118.00 per week and the assistant \$106.00. In service fish and delicatessen sections in stores doing a weekly volume of more than \$35,000 per week but less than \$50,000 per week, the Employer shall appoint by July 2, 1962, one man in the section with a rate of \$101.00. Effective May 13, 1963, one man shall receive \$106.00 per week.

K. When part-time employees, except part-time journeyman caseman, 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.

L. <u>PART-TIME JOURNEYMAN CASEMAN</u>	<u>2/12/62</u>	<u>5/13/63</u>
Rate per hour for all hours worked	\$2.25	\$2.35

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1. Employees scheduled to work multi-nights but less than 12 day hours (hours prior to 6:00 P. M.) shall be classified as part-time journeyman caseman and paid the journeyman caseman rate for all hours worked.
2. Employees presently classified as journeyman caseman shall continue to maintain this classification.

Section 2. - General Wage Increase

A. Effective February 12, 1962, the following weekly and hourly general wage increase shall be put into effect for those employees in the employ of the Employer prior to February 11, 1962.

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D⁷¹/₃

- | | |
|---|-----------------|
| 1. Managers, classified employees (as shown by asteriks above), meat cutters, apprentice meat cutters | \$6.00 per week |
| 2. Full-time male employees with three or more years of service | 5.00 |
| 3. Full-time male employees with less than three years of service | 3.00 |
| 4. Full-time female employees with three or more years of service | 5.00 |
| 5. Full-time female employees with less than three years of service | 3.00 |
| 6. Part-time male and female clerks | .10¢ per hour |

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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.

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1. Managers, classified employees (as shown by asteriks above), meat cutters, apprentice meat cutters \$5.00 per week
 2. * Full-time male employees with three or more years of service 5.00
 3. Full-time male employees with less than three years of service 3.00
 4. * Full-time female employees with three or more years of service 4.00
 5. Full-time female employees with less than three years of service 3.00
 6. Part-time male and female clerks .10¢ per hour

ARTICLE XXXIV
MILITARY DUTY

Section 1. - 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 in compliance with the Veterans' Re-Employment statute an 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. He shall be reinstated no later than the second Monday after he has made application to return. Time spent on Military Leave shall count 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 2. - 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 3. - Military Training

- A. Members of the National Guard or Reserve Units who present an authorized letter from their Company Commanders are granted a leave of absence which coincides with their normal encampment period.
- B. When eligible, such men have the option of arranging vacation time to coincide with the encampment period or of taking the leave of absence without pay.

Section 4. - 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

Section 1.

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.

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Section 2.

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 3.

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 4.

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

Section 5.

All payment for transportation shall be approved by the Director of Industrial Relations.

ARTICLE XXXVI
WORK PERFORMED BY MEMBERS OF BARGAINING UNIT

It is agreed that no work shall be performed in the meat, fish, poultry, or delicatessen department of the Employer's stores except by members of the bargaining unit as defined herein. Members of the said bargaining unit shall perform no work in any other departments of the Employer's stores not covered by this Agreement except in cases of emergency as approved by a shop steward or business agent.

ARTICLE XXXVII
AUTOMATION - MECHANIZATION - NEW CLASSIFICATIONS

The Employer will notify the Union before introducing any new type of production equipment, before setting up a new department, or before establishing a new classification not presently listed within this Agreement.

ARTICLE XXXVIII
FEMALE JOB DESCRIPTION

C 39 / 1 | The duties of female employees shall be as follows: She shall take meat or fish, cut or dressed by a meat cutter, and shall wrap, weigh, and price it. She shall use a slicing machine for luncheon meats, or a knife to cut luncheon meat which cannot be run through a slicer. She may do all other work in the meat department, including counter work, not normally performed by meat cutters or apprentices.

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ARTICLE XXXIX
RELIEF MANAGER

Section 1.

Effective May 7, 1962, a member of the bargaining unit shall replace a meat department manager for periods of a day or more. He shall receive \$3.00 per day above his regular five-day week's base pay (except for vacation replacement as provided for in Article VI, Section 5) for each day that he replaces the manager; however, if an employee who replaces a meat manager holds the classification of meat manager, this provision shall not apply.

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Section 2.

When an employee is a relief manager for more than four (4) consecutive weeks, he shall receive, after such time, the minimum scale for meat managers in accordance with Article XXXIII, Section 1. A, of this Agreement.

ARTICLE XXXX
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 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.

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By _____
General Manager

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