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AGREEMENT

BETWEEN

**THE GREAT ATLANTIC & PACIFIC
TEA COMPANY, INC.**

AND

LOCAL 371



**UNITED FOOD
AND COMMERCIAL WORKERS
UNION — A.F.L. - C.I.O.**

SPRINGFIELD DIVISION

Effective Date — September 15, 1985

Expiration Date — September 24, 1988

X 9/88

This Contract booklet belongs

To _____

My Birthday Holiday

Is _____

My Anniversary Holiday

Date of Hire

Is _____

**Remember To
Take Your
Personal Holidays**

_____ 198 _____ 198 _____ 198 _____

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This Contract booklet belongs

To _____

My Birthday Holiday

Is _____

My Anniversary Holiday

Date of Hire

Is _____

Remember To

Take Your

Personal Holidays

198 _____

198 _____

198 _____

LOCAL 371

Amalgamated Welfare Trust Fund



877 POST ROAD EAST

P.O. BOX 470

WESTPORT, CT. 06881-0470

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AGREEMENT

This Agreement by and between THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC., hereinafter known as the "Employer" and UNITED FOOD & COMMERCIAL WORKERS, INTERNATIONAL UNION, LOCAL 371, AFL-CIO-CLC, hereinafter known as the "Union" is entered into this Fifteenth day of September 1985.

ARTICLE 1 SUCCESSORS AND ASSIGNS

This Agreement and the conditions and covenants contained herein shall be binding upon the successors and assigns of the parties hereto and none of the provisions, terms, conditions, covenants, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the parties hereto, or be affected, modified, altered or changed in any respect whatsoever by a change of any kind in the legal status, ownership, management, or affiliation of either party hereto.

ARTICLE 2 RECOGNITION

The Local Union shall be the sole representative of all classifications of store employees as covered by this Agreement in Collective Bargaining with the Employer, excluding Supervisors, Specialists, all Store Managers, Co-Managers, Assistant Managers in Lower Fairfield, Stock Takers, Maintenance Men and Parking Lot Attendants as well as Managers and Co-Managers of Warehouse Liquor stores as stated in Appendix "A". The Employer agrees that any and all employees covered by this Agreement, and within the classification of work as herein provided, shall, by the thirty-first (31st) day following the beginning of their employment or the effective date of the Agreement, whichever is later, become and remain members of the Local in good standing as a condition of continued employment.

- A. ACCRETION CLAUSE: This Agreement shall extend automatically to all store employees, except for Supervisors as defined under the Act, Co-Managers, Store Managers and Assistant Managers in Lower Fairfield, in any new store or relocated store which the Employer opens within the geographical jurisdiction of the Union, and shall constitute an accretion to the multiple-store Bargaining Unit which this Agreement covers.
- B. The parties to this Collective Bargaining Agreement further agree that it shall be their policy to prohibit discrimination of persons because of race, color, religion, sex, age, or national origin, in hiring, layoffs, promotion and other terms and conditions of employment.

- C. In the event the Employer engages in discount type stores, the Employer and the Union shall negotiate as to the terms of wages, hours and working conditions for employees working in such type stores. Negotiations shall not exceed ninety (90) days.
- D. All personal pronouns used herein in reference to the employees of the Employer shall be construed where applicable to have both masculine and feminine gender.

ARTICLE 3
MANAGEMENT

- A. The management of the stores and the direction of working forces are vested exclusively with the Employer. The Employer retains the sole rights to hire, discipline, discharge, layoff, assign, promote and transfer employees and to determine the starting and quitting time and the number of hours to be worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided in this Agreement.
- B. During the first thirty (30) calendar days of an employee's employment, he shall be on probation and may be discharged without cause; except,
 - 1. There shall be a sixty (60) day probationary period for new hires in new or remodeled stores.

ARTICLE 4
UNION SHOP

- A. The Employer may secure new employees from any source, including the Union. The Employer shall give equal opportunity to all applicants referred to the Employer by the Union.
- B. 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.
- C. 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 (31st) day following the beginning of their employment, or on and after the thirty-first (31st) day following the execution date or the effective date of this Agreement, whichever is the later.

- D. 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.
- E. In the event that any employee fails to comply with Paragraphs B & C 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 5
CHECK-OFF

- A. The Employer agrees to deduct Union dues (weekly), including arrears, from the wages of employees covered by this Agreement who are members of the Union and who, individually and voluntarily, sign an authorization card for such deduction. It is further agreed that such deduction shall include the deduction of initiation fees.
- B. Current weekly dues remittance will be remitted with the check-off list to the Local Union.
- C. Dues in arrears will be deducted following the receipt by the Employer of a list of arrears from the respective Union Local.
- D. The Employer shall send to the Local a copy of the employee's authorization card within fourteen (14) days of the date of hire or rehire.
- E. Upon receipt of an authorization card, the Employer agrees to deduct and remit Credit Union deductions to the Local 371 Credit Union or the A&P Employees Credit Union.
- F. The Employer agrees to payroll deduction of uniform assessments requested by the Union when proper authorization is provided. There shall be no more than two (2) such assessments per calendar year.
- G. It is agreed that the Employer shall deduct from the employee's salary a deduction for C.O.P.E., which deduction shall be remitted to the Union.
- H. It is understood that this deduction shall occur not more than once a year, and shall require the employee to sign an authorization card for such deduction.

ARTICLE 6
NO STRIKES, NO LOCKOUTS, PICKET LINE

- A. 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 lockout 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.
- B. 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.
- C. 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, slowdown, walk-outs, or stoppages of work provided that:
1. 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.
 2. 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 and stoppage.
 3. 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.
- D. 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.
- E. 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 the Agreement shall not be required to cross a picket line. However, the Union will give at least two (2) days' (forty-eight (48) hours') notice, but in no event shall the removal of perishables be interfered with.

ARTICLE 7
GRIEVANCE & ARBITRATION

All questions, controversies, differences, disputes, complaints or other grievances that may arise between the parties hereto, shall be subject to the grievance procedure and, if necessary, the arbitration procedure set forth below.

Grievances shall be presented by either party within seven (7) working days after the party submitting the grievance became aware of the incident giving rise to the grievance, except that grievances concerning rate of pay, holiday allowance, vacation pay and seniority must be presented within thirty (30) working days after the party became aware of the incident. If the grievances or complaints are not presented within these time limits, they shall not be considered or discussed.

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

STEP 1 By conference between the aggrieved employee accompanied by the Steward and/or the Business Agent, and the Store Manager.

STEP 2 In the case of failure to arrive at a decision in the First Step within seven (7) working days of presentation, the Business Agent shall outline the complaint in discussion with the District Manager in an attempt to settle the grievance.

STEP 3 In the case of failure to arrive at a decision in the Second Step within seven (7) working days of presentation to the District Manager, the Business Agent shall outline the complaint in writing to the Personnel Director for a decision.

In the event the negotiations between the Union and the Employer officials fail to satisfactorily settle the complaint in any step, either the Union or the Employer may cause the grievance to be submitted to arbitration by giving written notice of its desire to the other party within fourteen (14) working days, or it shall forfeit its right to arbitration.

The parties agree that issues may arise of a general nature regarding the interpretation or application of this Agreement, or affecting or tending to affect more than one (1) employee in the Bargaining Unit, and that such issue need not be subjected to the entire grievance procedure, but may be initiated at any step deemed appropriate by the party bringing the grievance.

The party submitting the grievance to arbitration shall select the appropriate State Board of Mediation and Arbitration or the American Arbitration Association.

The decision of said Board or Arbitrator shall be binding on all parties.

In the event the services of the American Arbitration Association are used, the names of five (5) Arbitrators shall be submitted and the Union and the Employer shall alternately strike a name from the list and the remaining name shall be the Arbitrator.

Grievance referred to Arbitration shall be reduced to writing at the time Arbitration is requested.

The Board of Mediation and Arbitration or the Arbitrator shall not add or subtract from the terms of this Agreement or any subsequent supplements thereof.

It is understood and agreed that all employees within the bargaining unit covered by this Agreement must exercise all their rights, privileges or necessary procedures under this Agreement, the International and Local Union Constitution, in the settlement of any and all complaints or grievances filed by such employees before taking any action outside of the scope of this Agreement for the settlement of such grievances.

Any grievance, except discharge, which is not presented within ten (10) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party and closed to further discussion.

ARTICLE 8 TRANSFERS

- A. No transfers shall be made by the Employer unless the Union has been notified, and the Employer and the Union have discussed and agreed to such transfer. The employee affected must be given at least a one (1) week's notice of transfer. Temporary transfers can be made in emergencies in order to properly conduct the Employer's business.

B. TEMPORARY TRANSFERS

When a full-time employee uses the public transportation system to travel to another store to which he has been temporarily transferred from his assigned store, any additional fare he is required to pay above what he normally pays shall be paid to him as expense money and shall not be included in his regular pay.

If a full-time employee is temporarily transferred as set forth in the preceding paragraph and there is no public transportation available, such an employee shall be paid, as an expense, for any additional miles he has to travel to the other store beyond the miles he normally travels to his assigned store. The mileage allowance shall be twenty-two and one-half (22 1/2) cents per mile.

- C. When an employee moves his residence to a point more distant from his place of employment than his regular assigned store, he does not receive additional mileage allowance.
- D. When an employee is transferred the Employer will inform him whether the transfer is temporary.
- E. The Employer will not make any unreasonable transfers.
- F. The Employer agrees not to make any transfer between local unions unless the Union has been notified and agrees to such transfer.

G. EMPLOYEE VEHICLE

The Employer agrees it will not require employees to use their personally owned vehicle for the Employer's business.

ARTICLE 9
HOURS

A. HOURS OF WORK PERTAINING TO FULL-TIME EMPLOYEES:

- 1. REGULAR WEEK - Forty (40) hours to be worked in five (5) eight (8) hour days. Monday through Saturday.
- 2. HOLIDAY WEEK - Thirty-two (32) hours to be worked in four (4) eight (8) hour days Monday through Saturday, excluding the holiday.
- 3. Two (2) eight (8) hour days may be worked back from 10:00 pm or store closing whichever is earlier.

Except in Lower Fairfield where full-time employees hired prior to October 31, 1974, shall receive time and one-half (1 1/2) for all hours worked before 7:00 am and after 6:00 pm.

- 4. All full-time employees hired as full-time or appointed to full-time status may be assigned by the Employer to start the scheduled work

day at any time as the needs of the business dictates, however, they shall receive those premiums as indicated elsewhere in the body of this Agreement.

- a. The significant hiring dates after which employees may be scheduled as the needs dictate are:

1. Springfield	June 24, 1979
2. Shore	September 8, 1979
3. Lower Fairfield	September 21, 1980

- b. No employees shall be assigned to split shifts.

5. LATE AND NIGHT SHIFTS

Those employees selected to work the late shift in the Springfield and Lower Fairfield stores may be scheduled in Springfield to begin this shift not prior to 3:30 pm and not ending later than 1:30 am. In Lower Fairfield they may not be scheduled to start their shift before 12 noon or later than 1:00 pm.

In the Springfield stores, full-time employees who work the late shift will receive a premium of thirty-seven and one-half cents (37 1/2¢) per hour. The part-time employee will receive a premium of thirty-seven and one-half cents (37 1/2¢) per hour for hours after 9:00 pm.

In the Lower Fairfield stores the employee in charge will receive a premium of thirty-seven and one-half cents (37 1/2¢) per hour, and all other full-time employees on the shift will receive twenty-five cents (25¢) per hour. Only employees hired after October 31, 1974, may be assigned to this shift.

Those employees selected to work the Night Crew shift may be scheduled to start as follows: Springfield 11:30 pm, Shore 11:30 pm, Lower Fairfield 12:01 am (but to end no later than 9:00 am)

The premiums for the Night Crew will be paid as follows:

SPRINGFIELD - full and part-time employees working this shift will receive fifty cents (50¢) per hour, Cutters will receive sixty cents (60¢) per hour and the employee in charge will receive sixty-two and one-half cents (62 1/2¢) per hour in addition to their basic hourly rate.

SHORE - full and part-time employees will receive fifty cents (50¢) per hour and the employee in charge will receive sixty-seven and one-half cents (67 1/2¢) per hour. These premiums will be in addition to their basic hourly rate.

LOWER FAIRFIELD - full-time employees will receive fifty cents (50¢) per hour, part-time employees will receive twenty-five cents (25¢) per hour and the employee in charge will receive sixty-two and one-half cents (62 1/2¢) per hour.

Premiums shall be applied to all vacation and holiday pay.

Employees shall be assigned to these shifts on a voluntary basis. If sufficient volunteers are not available, employees will be assigned on the basis of inverse seniority to satisfy staffing needs.

In staffing the Night Shift the Employer shall assign two (2) or more employees to the shift.

B. HOURS FOR PART-TIME EMPLOYEES

Part-time employees may be scheduled as follows:

Springfield Minimum of sixteen (16) hours, except
Minimum of twelve (12) hours in a holiday week
Maximum of thirty-one (31) hours.

Shore Minimum of sixteen (16) hours regular basis,
twelve (12) hours in a holiday week
Maximum of thirty-one (31) hours.

Lower Fairfield Part-time hired prior to 10/31/74 may if they
desire be scheduled to a guaranteed twenty
(20) hours per week.

Part-time hired after 10/31/74
Minimum of sixteen (16) hours, except
Minimum of twelve (12) hours in a holiday week

CONVERSION

The following provisions shall apply to all three areas, effective July 28, 1985:

Part-time employees who work more than thirty hours shall be paid their part-time rate for such hours, provided, however they do not do so for more than four (4) consecutive weeks. If they work the fifth (5th) week at more than thirty (30) hours, then they shall be paid in the fifth (5th) week, and all consecutive weeks of over thirty (30) hours based on the basis of two (2) part-time months of service being equivalent to one (1) full-time month, or his appropriate part-time rate, whichever is greater.

In the event the employee reverts to thirty (30) hours or less, the employee shall revert to the appropriate part-time rate.

During the period of June 15, through September 15, part-time employees may work up to and including forty (40) hours per week. They shall be paid for such work at their part-time hourly rate. If a part-time employee works forty (40) hours during this period, it shall not be spread over more than five (5) days at the straight-time rate.

ARTICLE 10
WORK SCHEDULES

A schedule in ink designating full and part-time employees' hours for the following week shall be posted in each store by 3:00 pm Friday of the preceding week. This schedule is subject to change to meet emergencies.

ARTICLE 11
HOLIDAYS

SPRINGFIELD

The following holidays shall be observed as full holidays by the Employer:

A. MAJOR HOLIDAYS

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

When full and part-time employees are requested by the Employer to work on a Sunday or any of the Major Holidays listed herein, they shall receive double their regular rate of pay for hours worked, but such hours worked shall not be counted as hours worked towards figuring weekly overtime.

Effective 1/1/86, all hours worked by part-time employees, except Service Clerks, on Sunday will be paid for at the rate of one and one-half (1 1/2) times the basic rate, but such hours worked shall not be counted as hours worked towards figuring weekly overtime.

B. MINOR HOLIDAYS

FULL-TIME EMPLOYEES:

Connecticut Stores	Birthday of employee Four (4) Personal Holidays
Massachusetts Stores	Columbus Day Veteran's Day Three (3) Personal Holidays

In both states part-time employees with six (6) months or more of continuous service with the Employer shall be entitled to four (4) Personal Holidays. The scheduled day off shall consist of four (4) hours' pay.

C. Personal Holidays will be given in the following manner:

1. Store Manager will be given two (2) weeks' notice by the employee.
2. The day is to be mutually agreeable.
3. In the event two (2) or more employees in the same store choose the same day, seniority shall prevail.

Work performed on Minor Holidays shall be paid for at time and one-half (1 1/2). There shall be no loss of pay to full-time employees because of store closing on holidays.

- D. No employee shall be required to work beyond 6:00 pm Christmas Eve and New Year's Eve.
- E. An employee who is temporarily transferred across the border of a state in a holiday week shall receive holidays according to the holiday provisions of the state from which he was transferred and not the holidays of the state to which he is transferred.

SHORE

The Employer shall observe the following holidays with pay regardless of the day of the week on which they fall for all full-time employees provided, however, that in order to be paid for the holiday a full-time employee must work thirty-two (32) hours in the holiday week or his scheduled working day before and after the holiday except for absence due to death in family, jury duty, or injury on the job.

A. MAJOR HOLIDAYS

New Year's Day
Washington's Birthday
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

B. MINOR HOLIDAYS

Birthday Holiday
Personal Holiday (3)
Anniversary Date of Hire

- C. The personal day is to be taken as a day off with pay. The Store Manager is to be given two (2) weeks' notice by the employee, and the day is to be mutually agreeable. In the event two (2) or more employees in the same store request the same day, seniority shall prevail.

Personal days shall be scheduled in the following time periods:

One between January 1 and April 30
One between May 1 and August 31
One between September 1 and December 31

- D. No employee shall be required to work beyond 6:15 pm on the eves of Christmas and New Year's Day.
- E. When the Employer opens any of its stores on a holiday, the full-time employees of said stores who are not scheduled to work on the holiday and are called in to work must be scheduled a minimum of four (4) consecutive hours at the holiday rate of pay.
- F. Part-time employees who have been continuously employed by the Employer for four (4) months or more, shall receive four (4) hours' pay for all holidays for which they are eligible providing they work their scheduled hours in the holiday week.
- G. An employee who is temporarily transferred across the border of a state in a holiday week shall receive holidays according to the holiday provisions of the state from which he was transferred and not the holidays of the state to which he is transferred.

LOWER FAIRFIELD

The following legal holidays shall be observed by the Employer for all full-time and part-time employees.

New employees shall not be eligible for holidays until six (6) months of continuous service are completed.

A. MAJOR HOLIDAYS

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

B. MINOR HOLIDAYS

Lincoln's Birthday (1/2 day)
Election Day (1/2 day)
Birthday
Three (3) Personal Holidays

C. When full and part-time employees are requested by the Employer to work on a Sunday or any of the Major holidays listed herein, they shall receive the following:

FULL-TIME

PART-TIME

SUNDAY WORK

SUNDAY WORK

Double (2x) their regular rate of pay.

Time and one-half (1 1/2x)

HOLIDAYS

MAJOR - Double (2x) regular rate of pay.

MAJOR - Time and one-half (1 1/2) for all hours worked on the Major holiday.

MINOR - Time and one-half (1 1/2) for all hours worked on the holiday.

MINOR - Straight-time

D. If an employee's birthday falls on Sunday or his day off or one of the above stated holidays, he shall be entitled to another day with pay.

- E. No employee shall be scheduled to work beyond 6:00 pm Christmas Eve and New Year's Eve.
- F. The Personal Holiday is contingent on the employee giving the management a ten (10) day prior notice and to be mutually agreed to by both parties.
- G. Any time worked except on a holiday itself, by any full-time employee, in excess of thirty-two (32) hours per week during a week in which a full holiday falls, or in excess of thirty-six (36) hours per week during a week in which a half holiday falls, shall be paid for at time and one-half (1 1/2) the regular hourly rate of pay.
- H. All part-time employees in the employ of the Employer, who have been continuously employed for six (6) months or more, shall receive four (4) hours' pay for all holidays for which they are eligible, providing they work their scheduled hours during the week in which the holiday occurs.

ARTICLE 12
VACATIONS

SECTION 1 - SCHEDULING FOR FULL-TIME EMPLOYEES

- A. The regular vacation season for full-time employees who are eligible shall be scheduled between January 1 to December 31 in any one year.
- B. Vacations shall be taken at a time mutually convenient to the Employer and the employee. In scheduling these vacations, preference shall be given to seniority within classification. Vacations shall be posted by the Employer on or before April 15th of each year. Vacations cannot be changed once posted, except in the case of an emergency, without the consent of the Employer and employee.
- C. Selection of vacation periods shall be in the following order:

GROCERY & PRODUCE DEPARTMENT

- 1. Assistant Store Manager
- 2. Produce Department Head
- 3. All full-time employees
- 4. All part-time employees

MEAT AND DELI DEPARTMENT

- 1. Meat Department Heads
- 2. All full-time employees
- 3. All part-time employees

Assistant Manager excluded from bargaining unit in Lower Fairfield.

- D. The vacation period shall be a consecutive period unless otherwise requested by the employee, except as provided in Section 2 (F) and (G).
- E. When a holiday falls within any full-time employee's vacation period, he shall receive an additional eight (8) hours' pay as part of his vacation allowance.

SECTION 2 - ELIGIBILITY FOR FULL-TIME REGULAR EMPLOYEES

A. SPRINGFIELD

Full-time employees with one (1) or more years of continuous service shall be granted vacations as follows:

- One (1) week for one (1) year
- Two (2) weeks for two (2) years
- Three (3) weeks for six (6) years
- Four (4) weeks for thirteen (13) years
- Five (5) weeks for twenty (20) years

Effective 1/1/86, four (4) weeks after twelve (12) years.

B. SHORE

- One (1) week after one (1) year
- Two (2) weeks after two (2) years
- Three (3) weeks after five (5) years
- Four (4) weeks after thirteen (13) years
- Five (5) weeks after twenty (20) years

Effective 1/1/86, four (4) weeks after twelve (12) years.

C. LOWER FAIRFIELD

Full-time vacation benefits shall be paid as follows:

1. One (1) week vacation after one (1) year
2. Two (2) weeks' vacation after two (2) years
3. Three (3) weeks' vacation after eight (8) years
4. Four (4) weeks' vacation after twelve (12) years
5. Five (5) weeks' vacation after twenty (20) years

Effective 1/1/86, three (3) weeks after six (6) years.

- D. Full-time employees to be eligible for vacations as provided herein, shall average at least thirty (30) hours per week for the year directly prior to eligibility.

- E. Once a full-time employee has qualified for a vacation he shall thereafter be eligible for a vacation as of January 1st of each succeeding year. Provided they are actively performing work in the year.
- F. Vacations shall be segregated into three and one, or two and two weeks, or two and two and one week, or three and one and one weeks' combinations. However, the Employer shall give consideration to those requests for four (4) consecutive weeks' vacation. Similar arrangements shall be made for those entitled to five (5) weeks' vacation.
- G. Full-time employees entitled to four (4) and five (5) weeks' vacation must take two (2) weeks' vacation between January 1 and May 15 of each year. These vacation weeks must be posted by January 15th each year.
- H. It is understood that vacations are not cumulative from year-to-year.
- I. Employees shall not be called in to work during their vacations.

SECTION 3 - ELIGIBILITY FOR PART-TIME EMPLOYEES

- A. Part-time employees with one (1) or more years of continuous service shall be granted vacations according to the vacation formula set forth in Section 2, based on their average weekly hours worked for the year directly prior to eligibility.
- B. Once a part-time employee has qualified for a vacation he shall thereafter be eligible for a vacation as of January 1st of each succeeding year.
- C. It is understood that vacations are not cumulative from year-to-year.
- D. Employees shall not be called in to work during their vacations.

SECTION 4 - CONVERTEE FROM PART-TIME TO FULL-TIME AND OR FULL-TIME TO PART-TIME

Part-time employees who fulfill the requirements to become full-time on or after the contract ratification date will receive credit toward vacation entitlement on the basis that two (2) months of part-time service equals one (1) month of full-time service.

SECTION 5 - VACATION PAYMENT

- A. Vacations for eligible regular full-time employees shall be paid for at the employee's current rate of pay for a regular week.
- B. Vacation for eligible part-time employees shall be paid on the basis of their average hours worked in the previous calendar year times their current hourly rate of pay.

- C. Weeks not worked while employees were on vacation in the previous calendar year, shall not be counted as weeks worked in computing the employee's average hours worked.
- D. Any full-time or part-time employee who has become eligible for a vacation, but whose employment terminates before going on vacation, shall receive his vacation pay less any vacation taken that calendar year.
- E. Any employee who has become eligible for a vacation shall receive payment for his vacation in the week prior to his scheduled vacation date.

SECTION 6 - RETURNED SERVICEMEN--PART OR FULL-TIME

- A. Full-time employees and part-time employees returning from military service shall be eligible for a vacation in accordance with this Article, Section 2.
- B. Any 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 forty-five (45) calendar days after his return from military leave.

ARTICLE 13
LEAVE OF ABSENCE

SECTION 1 - LEAVES OF ABSENCE FOR FULL-TIME EMPLOYEES

- A. Any member of the Union being elected or appointed to a permanent office in the Union necessitating a leave of absence shall be granted such leave of absence without pay, and upon two (2) weeks' written notice to the Employer, shall at the end of the term be restored, within ninety (90) days, to his former position or to a position of similar type at the then prevailing wage rate. There shall be no more than one per store or three (3) employees total.
- B. Any member of the Union being elected or appointed as a delegate to any Union activity or assignment, necessitating a temporary leave of absence shall be granted such leave of absence without pay and shall at the end of his or her mission be restored, within seven (7) days, to his or her former position at the then prevailing wage rate.
- C. An authorized leave of absence shall not break an employee's service record.

SECTION 2 - OTHER LEAVES OF ABSENCE FOR FULL-TIME EMPLOYEES

- A. A leave of absence without pay, not to exceed six (6) months, may be granted to any employee with one (1) year or more of continuous full-time service, provided, however, that:
1. It is a reasonable request.
 2. It is consistent with good morale and efficient operations.
 3. It is requested in writing and approved by the Employer in writing.
- B. An employee on an approved leave of absence will be automatically terminated if:
1. He does not return to work when the leave of absence expires.
 2. He works elsewhere while on leave without express permission in writing from the Employer to be so employed.

The foregoing rules and regulations do not change in any way the present leave of absence in effect covering employees in Military Service and employees serving the Union as set forth in Section 1-B.

SECTION 3 - LEAVES OF ABSENCE FOR PART-TIME EMPLOYEES

Part-time employees may be granted a leave of absence if they have completed one (1) year or more of continuous service. This leave of absence shall be without pay, shall not exceed three (3) months duration and shall be subject to the same prerequisites, except for Section 2-B-2, as described herein, applicable to leaves of absence for full-time employees.

ARTICLE 14 DEATH IN FAMILY

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

In the event of a death of a grandparent or grandchild, or brother-in-law, or sister-in-law of any employee, full-time or part-time, the employee shall, if scheduled to work, receive one (1) day's leave without loss in basic pay to attend the funeral.

Full-time employees shall be granted five (5) days' leave without loss in pay in the event of a death of a spouse, or the death of a child.

ARTICLE 15
JURY DUTY

Any 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 (5) weekly rate of pay, the Employer shall make up the difference, provided he works for the Employer during such hours, when, because the Jury is not sitting, he is reasonably available to work. However, the employee shall not be required to work on the sixth (6th) day if he serves on Jury Duty and/or works five (5) days or more in a regular week. He shall not be required to work on the fifth (5th) day if he serves on jury duty and/or works for four (4) days in a holiday week.

ARTICLE 16
MILITARY SERVICE

A. Any employee who serves in the National Guard or in National Reserve Training in any branch of the Armed Service shall be granted a leave of absence in accordance with the following provisions:

All members of the National Guard or in other National Reserve Training in our employ who present an authorized letter from their Company Commanders shall be allowed a leave of absence which coincides with their normal encampment period. Furthermore, such persons who are eligible for vacation, have the option of arranging their vacation time to coincide with the encampment period, or of

taking a leave of absence without pay for the encampment and then arranging with Employer supervision to take their vacation at another time. This extra time should be allowed without pay upon presentation of these orders to Employer supervision.

- B. The Employer agrees to reinstate, by the second Monday following his application for reinstatement, any former employee who has reemployment rights under the law who provides sufficient evidence of such to the Employer when he applies for reinstatement, and who has applied for reinstatement within the legally required period of time after his date of discharge.
- C. 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 17
SENIORITY

- A. Seniority shall prevail for all full-time employees covered by this Agreement from the date of their last employment with the Employer. Probationary employees shall not acquire seniority for the first thirty (30) days; however, if retained, their seniority shall be dated back to the first (1st) day of their employment with their Employer.
- B. The promotion and advancement of employees to higher store rating shall be based on fitness and ability with seniority a factor when fitness and ability are equal. Final determination on promotion and advancement shall rest solely with management and that determination shall not be subject to Article 7 - Grievance and Arbitration.
- C. Part-time employees shall have seniority within their job classification and within:
 - 1. Springfield - The store in which they are employed.
 - 2. Shore - A mutually agreed geographical area.
 - 3. Lower Fairfield - The store in which they are employed.

- D. Any employee promoted to a higher rated classification, within the bargaining unit, who subsequently proves unsatisfactory in such higher rated classification, shall be returned to the position he held just prior to his promotion, at the prevailing wage for this position, with no loss of seniority rights.
- E. The following classifications are to be used in the application of seniority in layoffs, providing such layoffs are within job classifications:

SPRINGFIELD AND SHORE CLASSIFICATIONS

GROCERY DEPARTMENT

Assistant Manager
 Coffee-Dairy Department Head *
 First Clerk
 First Liquor Clerk
 F/T Clerk Grocery-Produce
 P/T Clerk Grocery-Produce

MEAT DEPARTMENT

Meat Department Head
 First Cutter
 Meat Cutter
 F/T Clerk Meat-Deli
 P/T Clerk Meat-Deli

PRODUCE DEPARTMENT

Produce Department Head
 F/T Clerk Grocery-Produce
 P/T Clerk Grocery-Produce

CASHIER DEPARTMENT

Head Cashier
 F/T Clerk Grocery-Produce
 P/T Clerk Grocery-Produce

DELI DEPARTMENT

Deli Bake-off Clerk in Charge
 Deli Clerk in Charge
 F/T Clerk Deli-Meat
 P/T Clerk Deli-Meat

LOWER FAIRFIELD CLASSIFICATIONS

GROCERY DEPARTMENT

Coffee Dairy Department Head *
 Full-time Clerk
 Part-time Clerk

MEAT DEPARTMENT

Meat Department Head
 Journeyman Cutter
 Apprentice Meat Cutter
 Full-time Clerk
 Part-time Clerk

PRODUCE DEPARTMENT

Produce Department Head
Full-time Clerk
Part-time Clerk

CASHIER DEPARTMENT

Head Cashier
Full-time Clerk
Part-time Clerk

DELI DEPARTMENT

Deli Department Head
Full-time Clerk
Part-time Clerk

*The classification of Coffee Dairy Department Head will be eliminated by attrition effective 9/15/85.

- F. When it becomes necessary to make layoffs due to lack of work, the full-time employee, within his classification and within an agreed geographical area, shall have the right to displace the junior employee within the same classification.
- G. Full-time employees laid off because of lack of work, where no other full-time work is available within the same classification and area, shall be offered part-time work if part-time work is available within the same classification, even if this means replacing a part-time employee.

When it becomes necessary to make layoffs due to lack of work, the full-time employee who is reduced to part-time, voluntarily or involuntarily, will receive the appropriate rate and benefits for part-time employees.

- H. Reentry into the Bargaining Unit: Any employee transferring out of the bargaining unit and remaining in the employ of the Employer shall retain whatever seniority he has acquired at the time of transfer, but shall accumulate no more until and unless he subsequently returns to the bargaining unit, in which case he shall pickup his previous seniority and acquire additional seniority from the date of transfer back into the bargaining unit. Company seniority rights for vacations and other Company benefits shall be excepted from the provisions of this paragraph.
- I. Job Security: The Employer and the Union mutually agree that it is their intent and purpose to maintain the status of the present full-time employees during the term of this Agreement, and to effectuate this policy the following shall be done. In the event it becomes necessary to change the status of full-time employees, either by layoff or reduction to part-time status, the Personnel Director or Business Agent shall immediately explore the possibility of maintaining the full-time status of the employees by relocation where full-time work is available elsewhere in an agreed geographical area. If after this exploration there is no available work, the full-time employee will be reduced to part-time or be laid off and will have recall rights for a twelve (12) month period.

- J. A full-time employee who accepts part-time work, shall be given first preference for full-time work within his classification when it becomes available.
- K. When two (2) or more employees are hired on the same day in the same seniority area, the Employer will notify the Union of their seniority status.
- L. SPRINGFIELD - GEOGRAPHIC AREAS FOR LAYOFF PURPOSES

AREA A - MASSACHUSETTS

022 East Longmeadow
 024 Greenfield
 028 Indian Orchard
 039 Springfield
 046 Springfield
 051 Westfield
 052 West Springfield

AREA B - CONNECTICUT

090 Hartford
 099 Manchester
 102 Storrs
 113 Suffield
 137 Wilson
 149 Wethersfield
 157 Mansfield

AREA C - CONNECTICUT

083 Bristol
 094 Farmington
 142 Waterbury
 145 Torrington
 159 Winsted

AREA D - CONNECTICUT

057 Bridgeport
 059 Bridgeport
 073 Danbury
 081 Fairfield
 124 Newtown
 131 Shelton

AREA E - CONNECTICUT

087 Hamden
 114 Waterford
 127 Old Lyme

1. Classified full-time employees and full-time Clerks will exercise their seniority within the geographic area in which their store is located. Failure to exercise such seniority will result in a termination rather than a layoff.
2. If a Clerk or Meat Cutter has no junior employee in his geographic area, he will be given an opportunity to exercise seniority over the most junior Clerk or Meat Cutter in an abutting area, as shown below. Failure to exercise seniority in an abutting area will not cause the Clerk or Meat Cutter to lose his layoff status.

ABUTTING AREAS

1. Area A abuts Areas B and C
2. Area B abuts Areas A, C, D and E
3. Area C abuts Areas A, B, D and E
4. Area D abuts Areas B, C and E
5. Area E abuts Areas B, C and D

3. If the Company transfers an employee from one geographic area to another, the employee will keep his seniority in the area transferred from for a six month period.

M. In the event of the layoff of a full-time employee, said employee will receive notice one (1) week prior to the date of that layoff.

N. RECALL: Part-time

Part-time employees who are laid off because of lack of work, shall have recall rights within job classification and within a mutually agreed geographical area for a six (6) month period.

ARTICLE 18 SHORTAGES

A. Any employee who is charged with a shortage shall be entitled to a hearing in the presence of the Union Representative of the Local Union and a District Manager. 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.

B. Employees handling cash shall not be held responsible for cash drawer balances unless the employee has been given the opportunity of counting the cash before and after the day's business and has been given the register readings before and after the cash has been counted.

C. Only one employee shall be empowered to ring the cash register or have access to the cash register drawer for which the employee is held responsible.

D. Cash shall be deemed to include any item having monetary value.

ARTICLE 19
UNION VISITS AND SHOP CARDS

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

ARTICLE 20
STEWARDS

- A. The Union shall have the right to have at least one (1) full-time Steward in each of the Employer's stores covered by this Agreement.
- B. In addition to their seniority rights as regular employees, Stewards shall have top seniority in layoffs due to lack of work within their respective store and classification.
- C. No Steward shall be transferred unless such transfer is mutually agreed upon between the Employer and the Union.
- D. The Union shall supply the Employer with a list of Stewards and store locations.
- E. The Steward shall have the authority to handle any violations of the provisions of this Agreement upon occurrence of such violation. The method of handling the violations of this Agreement is as follows:
 - 1. The Steward may report the violation to the Manager; or,
 - 2. He may report the violation to the Union Representative.

ARTICLE 21
INDIVIDUAL AGREEMENTS

- A. The Employer shall not enter into any individual agreement with any employee or employees covered by this Agreement, or in conflict with this Agreement.

- B. It is mutually agreed that no member of the Union covered herein shall have the right to waive or modify any of the terms of this Agreement.

ARTICLE 22
MISCELLANEOUS WORKING CONDITIONS

SECTION 1 - REST AND LUNCH PERIODS

- A. All employees shall receive a fifteen (15) minute rest period for each four (4) hours worked.
- B. Full-time employees shall receive a lunch period of one-half (1/2) hour, or one (1) hour between the fourth (4th) and the sixth (6th) hour of work.

Part-time employees working in excess of six (6) continuous hours shall receive a lunch period.

In both cases above, the employee will be required to punch out at the beginning and punch in at the end of the lunch period.

SECTION 2 - FAIR LABOR STANDARDS ACT

- A. The Fair Labor Standards Act as amended, requires, among other things, that all time worked by employees be accurately recorded and the employees receive compensation for all time worked in excess of forty (40) hours in any work week at one and one-half (1 1/2) times their hourly rate of pay. The parties recognize and agree that strict compliance with this Act is in the best interests of the Employer, the Union and the employees. Therefore, the Employer will not request, suffer or permit any employee to work off-the-clock; and the Union agrees to cooperate with and to assist the Employer in assuring strict compliance with this important federal legislation.

Any employee violating this provision shall be subject to the following discipline:

FIRST OFFENSE	One (1) week suspension without pay
SECOND OFFENSE	Discharge

- B. The Company shall forbid any employee covered by this Agreement signing the weekly time card, unless the hours stated therein agree with the actual hours worked. The Company shall discharge forthwith any person who directs or allows any employee to falsify his time card.

SECTION 3 - UNIFORMS AND TOOLS

- A. The Employer agrees to furnish and supply all its employees, without cost, laundered coats, aprons and uniforms and such tools as are necessary in the performance of their work and also service such tools at no cost to the employee.
- B. Employees required to work under conditions other than normal shall receive whatever protective-equipment or clothing-that may be needed.

SECTION 4 - POLYGRAPH

No employee, after thirty (30) days of employment, shall be required to submit to a polygraph test.

SECTION 5 - BULLETIN BOARDS

The Employer agrees that in the back room or basement of a store there shall be set aside a section of the wall which is to be used as a bulletin board for both Union and Employer notices.

ARTICLE 23 OVERTIME

- A. Full-time and part-time employees working in excess of eight (8) hours per day shall be paid on the basis of time and one-half (1 1/2) their hourly rate of pay. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not both.
- B. Overtime shall be worked at the designation of the Employer. Reasonable notice of overtime shall be given.
- C. No employee shall be compelled to accept overtime.
- D. Full-time employees shall receive one and one-half times (1 1/2 x) their regular rate of pay for all hours worked before 7:00 am and after 7:00 pm, except as provided elsewhere in this Agreement.

ARTICLE 24
HEALTH & WELFARE

SPRINGFIELD AND SHORE

The Employer agrees to contribute to the LOCAL 371 AMALGAMATED WELFARE TRUST FUND according to the following schedule for each eligible employee.

<u>EFFECTIVE</u>	<u>FULL-TIME</u>	<u>PART-TIME</u>
1/1/86	\$140.00 per month	\$39.00 per month
1/1/87	148.00 per month	42.00 per month
1/1/88	156.00 per month	44.00 per month
	164.00 per month	45.00 per month

ELIGIBILITY

- A. Contributions to the Health & Welfare Fund shall be made on behalf of eligible full-time employees on the first (1st) of the month following thirty (30) days of continuous full-time service effective 12/1/85.
- B. Contributions to the Health & Welfare Fund shall be made on behalf of eligible part-time employees on the first (1st) of the month following six (6) months of continuous service.
- C. The Employer agrees to make monthly contributions to the Welfare Trust Fund for all full-time employees who are absent from work due to sickness or industrial accident for a period of thirteen (13) weeks from the date that the employee last performed work for the Employer.
- D. Full-time and part-time employees are to be paid in accordance with the applicable State Workmen's Compensation Law if unable to work because of injuries occurring during employment; and the cost of professional services resulting from such injuries are to be paid by the Employer in accordance with the provisions of the Workmen's Compensation Act, and Amendments thereto in force at the time of such injury.
- E. Any employee covered by this Agreement who suffers an injury arising out of gainful employment with another employer shall not be entitled to benefits under this Article.

During absence due to sickness or accident, employees must notify the Store Manager to report progress.

LOWER FAIRFIELD

A. FULL-TIME EMPLOYEES

The Employer will continue to pay the premiums to maintain the present level of full-time employees' Health and Welfare benefit coverage.

B. PART-TIME EMPLOYEES

The Employer will continue to pay the premium to maintain the present level of part-time employees' Health and Welfare benefit coverage.

C. Newly hired employees (after 11/10/85) in Lower Fairfield will be covered by the LOCAL 371 AMALGAMATED WELFARE TRUST FUND when eligible at the rates indicated above.

ARTICLE 25
SICKNESS AND ACCIDENT BENEFITS

A. The Employer agrees to pay sickness and accident (Non-Industrial) benefits to full-time employees as follows:

1. For employees with three (3) months to one (1) year, one (1) week full pay, two (2) weeks half pay.
2. For employees with one (1) to two (2) years, two (2) weeks full pay, three (3) weeks half pay.
3. For employees with two (2) years to five (5) years, three (3) weeks full pay, five (5) weeks half pay.
4. For employees with five (5) years to ten (10) years, five (5) weeks full pay, seven (7) weeks half pay.
5. For employees over ten (10) years, seven (7) weeks full pay, nine (9) weeks half pay.

B. The above schedule of benefits are payable only during one (1) twelve (12) month period. This twelve (12) month period to be figured back from each day of current illness.

C. Benefits will be paid at 80% of the base wage in Springfield.

D. See Schedule "5" for the above benefits for the Shore.

E. Benefits will be paid at 100% of the base wage in Lower Fairfield.

- F. To apply for these benefits, completion of the required Employer forms will be the employees responsibility.

ARTICLE 26
PENSION

- A. The Employer agrees to pay to the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION AND INDUSTRY PENSION FUND (hereinafter the "Fund") on behalf of each eligible full-time employee the following monthly contributions on the dates indicated.

<u>EFFECTIVE</u>	<u>FULL-TIME</u>
	\$ 99.80 per month
1/1/87	103.38 per month
1/1/88	110.54 per month

- B. Four (4) weeks of forty (40) hours will determine eligibility. Vacations, holidays, compensable illness, jury duty, and paid sick leave up to five (5) weeks will be counted for eligibility time.
- C. The Employer hereby agrees to remain a party to the Agreement or Declaration of Trust, establishing the Fund, and agrees to be bound by all the terms and provisions thereof.
- D. It is understood and agreed that the Fund and the specified benefits thereunder shall be of such nature as will allow the Employer an income tax deduction for the contribution paid thereto.

E. PART-TIME PENSION PLAN

The Employer will provide a Pension Plan for all eligible part-time employees covered by this Agreement, in accordance with the terms and conditions of the Plan as outlined in the Summary attached hereto, and made a part hereof. The Pension Plan as established shall not be subject to the Grievance and Arbitration clauses of this Agreement.

- F. All employees shall be required to retire at the end of the month following their seventieth (70th) Birthday.

ARTICLE 27
VALIDITY

In the event that any part of this Agreement is found to be illegal, such part shall become null and void; but all the rest of this Agreement shall remain in full force and effect, and the parties hereto shall negotiate in good faith to replace the illegal portions.

ARTICLE 28
DURATION

This Agreement shall remain in full force and effect until midnight September 24, 1988. After September 24, 1988, the Agreement shall be continued for an additional year unless, not less than sixty (60) days prior to any expiration date thereof, either the Union or the Employer gives written notice by registered mail to the other to terminate or amend this Agreement, such written notice shall contain a draft of any proposed new Agreements or Amendments.

WITNESS OUR HANDS AND SEALS THIS _____ day of _____ 198

FOR THE EMPLOYER

THE GREAT ATLANTIC & PACIFIC
TEA COMPANY, INC.,
NEW ENGLAND SOUTH DIVISION

Dustin Weinbaum
E. Fagan

FOR THE UNION

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO-CLC,
LOCAL 371

Robert A. Antonella

APPENDIX "A"

WAREHOUSE LIQUOR STORE

The following reflects the understanding reached on the operation known as A&P Warehouse Liquor or any similar discount liquor operation that the Company undertakes within the jurisdiction of UFCW Local 371.

1. MANAGEMENT EMPLOYEES Store Manager and Co-Manager.
2. FIRST LIQUOR CLERK This classification will be retained if it is currently specified in the Bargaining Agreement.
3. CLERKS Will belong to the Bargaining Unit as a condition of employment.
4. SENIORITY Seniority will be within each store. Liquor store employees will not have bumping rights into the grocery operations; conversely, no one will have bumping rights into the liquor operation.
5. DISTRIBUTOR REPRESENTATIVES Will be allowed to price mark and stock their own products.
6. WAGE RATES After 30 days - \$3.80 per hour Eff. 5/1/86
After 6 months 4.00 per hour
These employees will also be entitled to the across-the-board increases as they occur, according to the store location.
7. HOURS Part-time - 16 hours minimum weekly
12 hours in Holiday weeks.
31 hours maximum
All hours to be at straight-time rate

These items are to be considered as an addendum to the existing contracts between the Northeast Group of the Company and UFCW local 371.

All of the benefits and conditions of the existing contracts are to be considered in force unless modified or changed by the foregoing.

APPENDIX "B"

SERVICE CLERKS

The Company shall have the option of hiring employees as Service Clerks on the following basis and at the following rates.

After 30 days	\$3.70 per hour
After 6 months	3.75 per hour
After 12 months	4.10 per hour

- A. Service Clerk duties may consist of cleaning windows, floors, rest rooms, cellars, parking lots, sorting bottles, bagging, taking packages to the car, and bringing carriages. The rates are all that this category shall receive. There shall be no fringe benefits, except as provided by law and as provided elsewhere in this Appendix. These rates shall prevail for the life of the Agreement notwithstanding General Wage Increases.
- B. If a Service Clerk is to be given the opportunity for full-time work, credit shall be given for part-time service on a 50% formula basis.
- C. If a Service Clerk performs work other than designated in this section, he shall be paid for such work as a "Part-time Regular Clerk". If a Service Clerk is made a Regular Part-time Clerk, he shall be slotted into the corresponding wage progression in the part-time progression.
- D. Vacation - The following eligibility shall apply to Service Clerks who have completed the service indicated as of their Anniversary date on the basis below:

As of Anniversary Date between 1/1 and 12/31

2 years - 1 week

- E. Holidays - Service Clerks shall receive four (4) hours' pay for any of the above listed holidays provided they have been continuously employed by the Company for one (1) year or more.
- F. Health & Welfare - Such contributions shall be made for completion of twenty-four (24) months of service.
- G. Premium Pay for Holidays - When Service Clerks are requested by the Company to work on named holidays listed under Article 11 of this Agreement, they shall receive their regular rate of pay for hours worked. No employee shall be compelled to work on Sunday except by inverse seniority to satisfy staffing needs.
- H. Premium Pay for Sundays - When Service Clerks are requested by the Company to work on Sunday, they shall receive a fifty cents (50¢) per hour premium in addition to their regular rate of pay for hours worked, but such hours worked shall not be counted as hours worked towards figuring weekly overtime.

APPENDIX "C"

MISCELLANEOUS WAGE CONDITIONS

SPRINGFIELD - SHORE - LOWER FAIRFIELD

- A. When a step increase is due an employee it shall be paid as of the Monday of the week in which the employee's anniversary date occurs.
- B. A part-time employee qualifying for full-time employment shall receive credit towards his full-time wage on the basis of two (2) part-time weeks equals one (1) full-time week, or his part-time rate, whichever is greater.
- C. There shall be no reduction in wages by reason of the signing of this agreement except in the case of demotion.

SPRINGFIELD ONLY

Part-time employees hired prior to 6/10/73 requested by the Employer to work more than two (2) late nights per week, shall receive for such additional late night hours a twenty-five cent (25¢) per hour premium above their regular hourly rate of pay.

SHORE ONLY

Part-time employees hired prior to 7/16/72 requested by the Employer to work more than two (2) late nights per week, shall receive for such additional late night hours a fifteen percent (15%) per hour premium above their regular hourly rate of pay.

WAGES
CLASSIFICATIONS - STORE VOLUMES

SPRINGFIELD

A. GENERAL WAGE INCREASES

The following general wage increases shall become effective on the dates shown below for eligible employees.

Classified employees include Assistant Managers, Produce Department Head, Meat Department Heads and all Cutters.

<u>6/29/85</u>	<u>12/29/85</u>	<u>6/29/86</u>	<u>12/28/86</u>	<u>6/28/87</u>	<u>12/27/87</u>
\$10.00/wk	\$20.00/wk	\$10.00/wk	\$20.00/wk	\$10.00/wk	\$20.00/wk

All other full-time employees:

\$10.00/wk	\$15.00/wk	\$10.00/wk	\$15.00/wk	\$10.00/wk	\$20.00/wk
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Part-time employees:

.15/hr	.25/hr	.10/hr	.20/hr	.10/hr	.20/hr
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B. WAGE SCALE

<u>CLASSIFICATIONS</u>	<u>6/29/85</u>	<u>12/29/85</u>	<u>6/29/86</u>	<u>12/28/86</u>	<u>6/28/87</u>	<u>12/27/87</u>
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ASST. STORE MANAGER
(Store Volume per Week)

Up to \$20,000	\$500.00	\$520.00	\$530.00	\$550.00	\$560.00	\$580.00
20,001 to 30,000	512.25	532.25	542.25	562.25	572.25	592.25
30,001 to 40,000	515.00	535.00	545.00	565.00	575.00	595.00
40,001 to 50,000	518.00	538.00	548.00	568.00	578.00	598.00
50,001 & over	521.00	541.00	551.00	571.00	581.00	601.00

(continued)

WAGES - Springfield

<u>CLASSIFICATIONS</u>	<u>6/29/85</u>	<u>12/29/85</u>	<u>6/29/86</u>	<u>12/28/86</u>	<u>6/28/87</u>	<u>12/27/87</u>
<u>MEAT DEPARTMENT HEAD</u>						
Department Volume						
Up to \$5,000	\$517.25	\$537.25	\$547.25	\$567.25	\$577.25	\$597.25
5,001 to 10,000	521.50	541.50	551.50	571.50	581.50	601.50
10,001 to 15,000	529.50	549.50	559.50	579.50	589.50	609.50
15,001 to 20,000	537.00	557.00	567.00	587.00	597.00	617.00
20,001 & over	542.00	562.00	572.00	592.00	602.00	622.00
<u>FIRST CUTTER</u>						
Department Volume						
10,000 to 15,000	\$508.25	\$528.25	\$538.25	\$558.25	\$568.25	\$588.25
15,001 & over	510.25	530.25	540.25	560.25	570.25	590.25
<u>JOURNEYMAN CUTTER</u>						
	\$505.25	\$525.25	\$535.25	\$555.25	\$565.25	\$585.25
<u>PART-TIME CUTTER</u>						
	\$ 12.63	\$ 13.13	\$ 13.38	\$ 13.88	\$ 14.13	\$ 14.63
<u>APPRENTICE MEAT CUTTER</u>						
START	\$250.00	\$250.00	\$275.00	\$275.00	\$300.00	\$300.00
After 4 Months	290.00	290.00	315.00	315.00	340.00	340.00
After 8 Months	330.00	330.00	355.00	355.00	380.00	380.00
After 12 Months	370.00	370.00	395.00	395.00	420.00	420.00
After 16 Months	410.00	410.00	435.00	435.00	460.00	460.00
After 20 Months	450.00	450.00	475.00	475.00	500.00	500.00
After 24 Months	505.25	525.25	535.25	555.25	565.25	585.25
<u>PRODUCE DEPARTMENT HEAD</u>						
Department Volume						
1,500 to 2,300	\$506.25	\$526.25	\$536.25	\$556.25	\$566.25	\$586.25
2,301 to 3,000	507.25	527.25	537.25	557.25	567.25	587.25
3,001 to 4,000	512.25	532.25	542.25	562.25	572.25	592.25
4,001 & over	517.25	537.25	547.25	567.25	577.25	597.25

(continued)
 WAGES - Springfield

<u>CLASSIFICATIONS</u>	<u>6/29/85</u>	<u>12/29/85</u>	<u>6/29/86</u>	<u>12/28/86</u>	<u>6/28/87</u>	<u>12/27/87</u>
<u>HEAD CASHIER</u>	\$407.00	\$422.00	\$432.00	\$447.00	\$457.00	\$477.00
<u>COFFEE DAIRY DEPARTMENT HEAD</u>						
Store Volume 25,000 and over	\$422.00	\$437.00	\$447.00	\$462.00	\$472.00	\$492.00
<u>FIRST CLERK</u>						
Store Volume 40,000 & over	\$412.00	\$427.00	\$437.00	\$452.00	\$462.00	\$482.00
<u>FIRST LIQUOR CLERK</u>	\$412.00	\$427.00	\$437.00	\$452.00	\$462.00	\$482.00
<u>DELI BAKE-OFF</u>						
Clerk in Charge	\$432.00	\$447.00	\$457.00	\$472.00	\$482.00	\$502.00
<u>DELI CLERK IN CHARGE</u>						
Store Volume 40,000 & over	\$412.00	\$427.00	\$437.00	\$452.00	\$462.00	\$482.00
<u>FULL-TIME CLERK (Hired prior to 11/10/85)</u>						
First 6 Months	278.00					
After 6 Months	288.00	303.00				
After 12 Months	298.00	313.00	323.00			
After 18 Months	318.00	323.00	333.00	348.00		
After 24 Months	328.00	343.00	353.00	368.00	378.00	
After 30 Months	360.00	375.00	358.00	400.00	410.00	430.00
After 36 Months	402.00	417.00	427.00	442.00	452.00	472.00

PART-TIME CLERKS - Hired prior to 11/7/82 shall be paid according to the following progression in which the general increases are reflected:

After 30 Months	\$6.125	\$6.375	\$6.475	\$6.675	\$6.775	\$6.975
After 36 Months	6.795	7.045	7.145	7.345	7.445	7.645

(continued)

WAGES - Springfield

PART-TIME CLERKS - Hired after 11/7/82, but prior to 11/10/85, shall be paid according to the following progression in which the general increases are reflected:

After 30 Days	\$3.875						
After 6 Months	3.975	4.225					
After 12 Months	4.18	4.43	4.53				
After 18 Months	4.45	4.70	4.80	5.00			
After 24 Months	5.00	5.25	5.35	5.55	5.65		
After 30 Months	5.67	5.92	6.02	6.22	6.32	6.52	
After 36 Months	6.65	6.90	7.00	7.20	7.30		7.50

NEW HIRE RATES

FULL-TIME CLERKS - Hired/promoted on or after 11/10/85 shall receive the following progression or the across-the-board increases as they fall due, whichever is greater:

<u>EFFECTIVE</u>	<u>11/10/85</u>	<u>11/09/86</u>	<u>11/08/87</u>
After 30 Days	\$280.00	\$305.00	\$330.00
After 6 Months	305.00	315.00	340.00
After 12 Months	330.00	335.00	360.00
After 18 Months	350.00	355.00	380.00
After 24 Months	375.00	380.00	400.00
After 30 Months	395.00	400.00	432.00
After 36 Months	402.00	412.00	462.00

PART-TIME CLERKS - Hired on or after 11/10/85 shall receive the following progression or the across-the-board increases as they fall due, whichever is greater:

After 30 days	\$3.80	\$3.85	\$3.90
After 6 Months	3.85	3.90	3.95
After 12 Months	4.05	4.10	4.15
After 18 Months	4.20	4.25	4.30
After 24 Months	4.75	4.80	4.80
After 30 Months	5.40	5.45	5.50
After 36 Months	6.00	6.20	6.50

(continued)

WAGES - Springfield

RELIEF PAY

- A. RELIEF MANAGERS in all stores, while serving during vacations or sickness for one (1) day or over shall receive a prorated amount above their regular five (5) day week base pay as follows:

STORE VOLUME

0 - \$60,000	\$25.00 per week
60,001 and over	\$30.00 per week

Relief Managers shall be compensated for overtime work by time and one-half (1 1/2) their regular hourly rate for hours worked in excess of eight (8) hours per day or forty (40) hours per week, but not both. In no instances shall Relief Managers or Department Heads receive more salary than the person being relieved. Excluded is the overtime amount. In stores over \$20,000.00 based on the previous figures, where there is an employee who assumes Assistant Manager's responsibilities when an Assistant Manager is absent, or acting as Manager, this person shall receive \$5.00 weekly as additional compensation.

- B. RELIEF DEPARTMENT HEADS while serving during vacations or sickness for one (1) day or more shall receive a prorated amount above their regular five (5) day week base pay as follows:

Meat Department Head	\$15.00 per week
Produce Department Head	\$12.00 per week

- C. LIQUOR RELIEF PAY

Volume of Liquor Department:

Up to \$4,000	\$ 9.00 per week
4,001 to 8,000	10.00 per week
8,001 and over	13.00 per week

(continued)

WAGES - Springfield

- D. Relief pay shall be applied to present wage; however, it is not to exceed the wage of the individual being relieved.

- E. For the purpose of this Article the following positions shall require relief:
 - 1. Managers in all stores.
 - 2. Meat Department Heads in all stores.
 - 3. Produce Department Heads in stores.

A&P New England Pension Plan

For

Part-time Contract Employees

Effective Date - January 1, 1978

SUMMARY

FOR COLLECTIVE BARGAINING AGREEMENTS WITH UFCW LOCAL 371,
EFFECTIVE 09-15-85.

SPRINGFIELD

Plan Provision

Eligibility:	Age 25 and 1 year's service provided employee was hired before age 60
Maximum Entry Age:	65
Employee Contributions:	None
Normal Retirement Benefit Formula:	Greater of (i) \$2.50 X years of past benefit service (Prior to 1/1/78) up to a maximum of 10 years <u>or</u> (ii) \$2.50 X years of future benefit service (after 1/1/78) to a maximum of 35 years Effective 1/1/87, \$3.50 X years of future benefit service, after 1/1/87 Effective 1/1/88, \$4.50 X years of future benefit service, after 1/1/88
Early Retirement Date:	Age 55 and 10 years benefits service plus 1 year vesting service
Early Retirement Benefit Formula:	Same as normal retirement accrued benefit reduced according to table
Vesting:	10 years vesting service
Pre-retirement Death Benefit:	
Eligibility:	Age 55 and 10 years benefits service plus 1 year vesting service
Benefit:	50% Contingent Annuitant Option
Post-retirement Death Benefit:	50% Contingent Annuitant Option, if elected

Vesting Service:

Vesting service is used to determine an employee's eligibility for benefits. For each calendar year of Company service, beginning with 1978, employees will be credited with one year of Vesting Service, if they complete at least 870 hours of work during that calendar year.

Monthly Pension:

The plan provides for a monthly pension based on an employee's benefit service up to age 65 equal to the greater of:

a. $\$2.50 \times$ years of past benefit service (prior to 1/1/78) up to a maximum of 10 years,

or

b. $\$2.50 \times$ years of future benefit service (after 1/1/78) to a maximum of 35 years.

Effective 1/1/87, $\$3.50 \times$ years of future benefit service, after 1/1/87

Effective 1/1/88, $\$4.50 \times$ years of future benefit service, after 1/1/88

If an employee retires early, the monthly pension amount will be reduced. The amount of the reduction will depend upon the employee's age at the time benefits begin. For example, an employee retiring at age 55 will receive 39% of the monthly pension amount as computed above.

Termination Before Early Retirement:

Employees who leave the Company after completing 10 years of Vesting Service (see above) shall be eligible to receive a pension benefit at normal retirement, age 65. Reduced benefits are available as early as age 55.

Employees who leave the Company before completing 10 years of Vesting Service (see above) will not be entitled to any benefit from the plan.

Plan Administration:

The plan is administered by a Retirement Committee which shall have the exclusive right to interpret the terms and provision of the plan.

This outline describes only the major portions of the A&P New England Pension Plan for Part-time Contract Employees. It is intended solely as a guide for your reference and should not be considered the official plan document, or summary plan description.

Upon receiving I.R.S. approval, all employees will receive an Employee Benefits booklet describing the plan in greater detail. In the meantime, employees seeking additional information are urged to contact the Retirement Committee by writing to:

Retirement Committee
New England Pension Plan
The Great Atlantic & Pacific Tea Co., Inc.
Two Paragon Drive
Montvale, NJ 07645

IMPORTANT NOTICE

Please be advised that when leaving the Union, a withdrawal card must be obtained within 30 days.

If this card is not obtained, the member will automatically be **SUSPENDED** by our International Office and will not be recognized as a member that left in good standing. If a member should return to work at a later date **without having obtained this card**, a reinstatement fee **will be charged**. To obtain this card, **Write** to the Local 371 office and advise us of your name, address, Company you're leaving and when you left. A withdrawal card will be forwarded upon receipt of your letter, or use the form below and mail it to the Local 371 office.

PLEASE PRINT

Request For Withdrawal Card		
LAST NAME		FIRST NAME
SOCIAL SECURITY NUMBER		
HOME ADDRESS		
CITY	STATE	ZIP CODE
COMPANY NAME & LOCATION		
LAST DAY OF WORK		

LOCAL 371

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION — A.F.L.-C.I.O.

877 Post Road East
P. O. Box 470
Westport, Conn. 06881-0470
AREA CODE 203-226-4751

IN CONNECTICUT CALL TOLL FREE

1-800-882-5571

(Members Only)

IN MASSACHUSETTS CALL

AREA CODE (413) 786-3836

CREDIT UNION

AREA CODE (203) 226-1049

IN CONNECTICUT CALL TOLL FREE

1-800-423-3143

HEALTH AND WELFARE COVERAGE

PLEASE CALL THE FOLLOWING TELEPHONE
NUMBERS FOR ALL INFORMATION REGARDING
HEALTH AND WELFARE COVERAGE
AREA CODE 203-226-4217

IN CONNECTICUT CALL TOLL FREE

1-800-882-5556

(Members Only)

IN MASSACHUSETTS CALL TOLL FREE

1-800-231-2839

(Members Only)

Office Hours: 9 a.m. to 5 p.m.



006834

APRIL 7, 1987

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

APR 24 1987 - R

OFFICE OF THE PRESIDENT
Food and Commercial Workers
International Union Local 371
PO Box 470 Post RD East
Westport , CT. 06881

PREVIOUS AGREEMENT EXPIRED
JUNE 27, 1982

Respondent:

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

Great A&P Tea Co LU 371 Springfield Div New England WITH Food and Commercial Workers; U
INTERSTATE

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

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

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

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

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

1. Approximate number of employees involved 1500.
2. Number and location of establishments covered by agreement CONNECTICUT + MASS. (40 UNITS)
3. Product, service, or type of business RETAIL FOOD/LIQUOR STORES
4. If your agreement has been extended, indicate new expiration date SEPTEMBER 24, 1988

ANTHONY A. TRUINI Admin. Asst. 203-226-4751
 Your Name and Position Area Code/Telephone Number
LOCAL 371 UFCW P.O. BOX 470 POST ROAD EAST
 Address City/State/ZIP Code
WESTPORT, Conn. 06881