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AGREEMENT

BETWEEN

THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.

AND

THE AMALGAMATED FOOD WORKERS, DISTRICT LOCAL UNION NO. 10

AFFILIATE OF AMC & BW of NA, AFL - CIO

EFFECTIVE DATE - JUNE 21, 1974

EXPIRATION DATE - JUNE 19, 1976

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AGREEMENT

THIS AGREEMENT BY AND BETWEEN The Great Atlantic & Pacific Tea Company, Inc., hereinafter known as the Employer and the Amalgamated Food Workers A.M.C. Local No. 10 Affiliate of Amalgamated Meat Cutters and Butcher Workmen of North America, hereinafter known as the Union is entered into this 21st day of June, 1974.

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 consolidation, merger, sale, transfer, or assignment of either party 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 I

MEMBERSHIP

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, stock takers, maintenance men and parking lot attendants. The Employer agrees that any and all employees covered by this Agreement and within the classification of work as herein provided shall become and remain members of the Local in good standing as a condition of continued employment by the 31st day, following the beginning of their employment or the effective date of the Agreement, whichever is later.

(A) The parties to this collective bargaining Agreement further agreed that it shall be their policy to prohibit discrimination of persons because of race, color, religion, sex, age, or national origin, in hiring, lay-offs, promotion and other terms and conditions of employment.

ARTICLE I (Cont'd.)

(B) 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. Negotiation shall not exceed ninety days.

ARTICLE II

MANAGEMENT

(A) The management of the stores and the direction of the 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.

ARTICLE III

TRANSFERS

Permanent transfers may be made by the Employer provided the Union and the employee have been notified in writing at least seven (7) days in advance of the transfer and by phone, or in person, to be confirmed in writing. No transfers are to be made unless the Employer notifies the Local Union. The above shall not apply in emergency situations. The Personnel Director and the Union Representative shall determine the geographical area in which permanent transfers will be made.

No Union Steward shall be transferred unless such transfer is mutually agreed upon by the Employer and the Union. TEMPORARY TRANSFERS for Union Stewards up to two (2) weeks can be made without notification in order to conduct the Employer's business properly. The Union will provide the Personnel Director with a current list of Union Stewards and shall keep the list updated.

ARTICLE IV

HOURS

(A) Hours of work pertaining to full time employees:

(1) REGULAR WEEK - 40 hours to be worked in five (5) days, eight (8) hours.

Overtime will be paid after eight (8) hours daily or after forty (40) hours per week, but not both.

There shall be no pyramiding of overtime.

(2) HOLIDAY WEEK - 32 hours, consisting of four (4), eight (8) hour days. (Exception: Article V, Paragraph B.)

(B) Part time employees shall not be scheduled to work more than thirty-one

(31) hours per week nor less than twelve (12) hours per week. A waiver must be signed by the employee exempting him from the 12 hour minimum if he is unable to work 12 hours or desires to work less time. A copy of the waiver will be provided to a Union representative.

(C) All employees shall receive a 15-minute rest period for each four (4) hours worked.

ARTICLE V

HOLIDAYS

(A) The following Holidays shall be observed as full Holidays by the Company:-

(1) MAJOR HOLIDAYS -

NEW YEAR'S
WASHINGTON'S BIRTHDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
CHRISTMAS

(2) MINOR HOLIDAYS -

(a) Part time employees with six (6) months or more continuous service with the Company shall be entitled to a Personal Holiday effective January 1, 1975, in the following manner:

1. The store manager must be notified at least one (1) week in advance of the Personal Holiday.
2. The scheduled day off shall consist of four (4) hours' pay.

ARTICLE V (Cont'd.)

- Connecticut Stores: BirthDay Holiday - Full time employees.
- Personal Holiday - Full time employees two (2) personal holidays, each to be taken as a day off with pay. Store Manager to be given two weeks' notice by the employee and day to be mutually agreeable. In the event two or more employees in the same store want the same day off, seniority will prevail. (Second personal holiday effective after January 1, 1975.)
- Massachusetts Stores: Columbus Day and Veterans' Day shall be observed as full holidays.
- Personal Holiday - Full time employees one personal holiday to be taken as a day off with pay. Store Manager to be given two weeks' notice by the employee and day to be mutually agreeable. In the event two or more employees in the same store want the same day off, seniority will prevail. (Effective after January 1, 1975.)
- New Hampshire Stores: Fast Day, Columbus Day and Veterans' Day shall be observed as full Holidays.
- Personal Holiday - Full time employees one personal holiday to be taken as a day off with pay. Store Manager to be given two weeks' notice by the employee and day to be mutually agreeable. In the event two or more employees in the same store want the same day off, seniority will prevail. (Effective after January 1, 1975.)
- Vermont Stores: Veterans' Day shall be observed as a full holiday.
- Personal Holiday - Full time employees two (2) personal holidays, each to be taken as a day off with pay. Store Manager to be given two weeks' notice by the employee and day to be mutually agreeable. In the event two or more employees in the same store want the same day off, seniority will prevail. (Second personal holiday effective after January 1, 1975.)

ARTICLE V (Cont'd.)

Work performed on Minor Holidays shall be paid for at time and one-half. There shall be no loss of pay to full time employees because of store closing on Holidays. Future Holidays which may be declared legal by State or Federal Government shall come within the provisions of this Article.

(B) Full time employees may work the fifth (5th) day in a Holiday week at their straight time hourly rate. They will receive their regular total week's salary for thirty-two (32) hours.

(C) No employee shall be required to work beyond 6:00 P.M. Christmas Eve and New Year's Eve.

(D) When full and part time employees are requested by the Company 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.

(E) Part time employees who have been continuously employed for six (6) months or more and who average 25 hours or less per week for the four (4) weeks prior to the Major Holiday shall receive four (4) hours' pay. Part time employees who average over 25 hours per week for the four (4) weeks prior to the holiday shall receive six (6) hours' pay providing they work their scheduled hours during the week in which the holiday occurs.

ARTICLE VI

OVERTIME

(A) All full time employees covered by this Agreement shall be compensated for overtime work by time and one-half their regular hourly rate. (Exception: Work performed on Sundays or Major Holidays shall be compensated for at double their regular hourly rate.)

(B) Overtime Pay: Overtime for full time employees shall be worked at the designation of the Employer with the approval of the supervisor. Overtime shall be computed on a daily or weekly basis, but not both.

ARTICLE VI (Cont'd.)

(C) Part time employees when requested to work after 6:00 P.M. shall receive 25¢ premium pay for those hours worked after 6:00 P.M. beyond the one night.

Exception: All part time employees hired between October 11, 1967 and June 10, 1973, may work two (2) late nights without premium pay of 25¢ per hour at the discretion of the Company.

All part time employees hired after June 10, 1973 shall work hours as needed without premium pay.

(D) Full time employees covered by this Agreement shall work only one night per week after 6:00 P.M. to closing time 9:00 P.M. Other nights worked after 6:00 P.M. and before 7:00 A.M., within the regular forty (40) hour week, shall be compensated for overtime work at time and one-half. When it becomes necessary to change the work schedule, new schedules will be established by Company-Union Negotiation. (Exception: All full time employees hired after October 11, 1967 may work TWO LATE NIGHTS, without any premium pay at the discretion of the Company.)

ARTICLE VII

RELIEF PAY

(A) Relief Managers in all stores, while serving during vacations or sickness for one day or over shall receive a pro-rated amount above their regular five (5) day week base pay as follows:-

Store volume up to \$20,000 per week	- \$15.00
\$20,001 to \$50,000	- \$20.00
\$50,001 and Over	- \$25.00

Relief Managers shall be compensated for overtime work by time and one-half 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.

ARTICLE VII (Cont'd.)

(B) Relief Department Heads while serving during vacations or sickness for one day or more shall receive a pro-rated 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:

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

(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 where the weekly volume in Meat is \$1,000.00 or over, based on the fourth quarter figures (see Article XXIX).
- (3) Produce Department Heads in stores where the average weekly volume in Produce is \$750.00 based on the fourth quarter figures (see Article XXIX).

ARTICLE VIII

SEASONAL EMPLOYMENT

Any clerk who has worked regular store hours on a permanent basis for four (4) consecutive weeks, shall be considered a full time clerk and his hourly rate shall be fixed at the highest rate so received even though he should later be returned to working less than the full normal week. (Exception: Temporary Seasonal Employees or Vacation Replacement, will revert to their old part time rate.) Reductions to part time status, or promotions to full time shall be made with due regard to seniority and capability.

ARTICLE IX
HEALTH & WELFARE

(A) It is agreed by and between the parties hereto that as of the effective date (October 1, 1973) the employees covered by this Agreement shall automatically cease to participate or become eligible to participate in the benefit plans provided by the Employer.

Effective October 1, 1973 the Company will participate in a jointly Trusteed Health and Welfare Fund to be known as Amalgamated Food Workers Local No. 10, Health and Welfare Fund. The Company will pay \$50.00 per month for all eligible full time employees, and \$10.00 per month for all eligible part time employees.

Effective July 1, 1975 the Company will pay \$53.00 per month for all eligible full time employees and \$12.00 per month for all eligible part time employees.

Effective January 1, 1976 the Company will pay \$14.00 per month for all eligible part time employees.

(B) 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 Company in accordance with the provisions of the Workmen's Compensation Act, and Amendments thereto in force at the time of such injury.

(C) Eligible full time employees covered by this Agreement may become members of the "Employees' Thrift Plan" in accordance with the terms and conditions of the Plan outlined in the Prospectus attached hereto, and made a part thereof. The Union agrees that if the Plan is subsequently altered, modified or discontinued on a National Company basis in accordance with Article IV, as shown in the attached Prospectus, or otherwise, such change shall not be subject to the grievance and arbitration procedure as provided in Article XXVIII herein, and shall not be considered as a violation of this Agreement; however, the No-Strike clause as listed in Item "C" shall continue to apply.

ARTICLE IX (Cont'd.)

(D) PENSION FUND

The Employer agrees to continue to pay to the National Amalgamated Meat Cutters and Butcher Workmen's Union and Industry Pension Fund (hereinafter the "Fund") on behalf of each employee for whom contributions are required under this Agreement a total contribution of \$34.60 per month each month each said employee receives pay towards the benefits provided under the Fund. The Company agrees to increase its contribution to the Fund to \$43.30, effective July 1, 1974.

The Company agrees to increase its contribution to the Fund to \$63.50, effective May 1, 1976.

All past service credits with the Employer will be accepted. 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.

(E) 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. A copy thereof shall be annexed to this Collective Bargaining Agreement.

(F) 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.

(G) It is agreed by and between the parties hereto that the employees covered by this Agreement shall automatically cease to participate or become eligible to participate in benefit plan of the Employer as follows: The A&P Employees' Retirement Plan.

(H) The Union, as the bargaining agent for each of the affected employees of the Employer, agrees on behalf of each of said employees who are now participants, or who might otherwise become eligible to participate, in said existing Company benefits, that each of said employees in consideration of this Agreement by the Employer to contribute to the Fund to enable each of

ARTICLE IX (Cont'd.)

said.employees to participate, or to become eligible to participate in the specified benefits of the Fund, shall withdraw from, and surrender, release and relinquish whatever rights, privileges and benefits he has, if any, in the Employer's benefit plans set forth in paragraph (G) above.

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) 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 XI

VACATIONS

Vacation benefits shall be paid as follows:

- (A) After one year of work, a full time employee shall be eligible to receive one (1) week's vacation with full pay.
- (B) After two years of work, a full time employee shall be eligible to receive two (2) weeks' vacation with full pay.

ARTICLE XI (Cont'd.)

- (C) After seven years of work, a full time employee shall be eligible to receive three (3) weeks' vacation with full pay.
- (D) After fourteen years of work, a full time employee shall be eligible to receive four (4) weeks' vacation with full pay.
- (E) All full time employees with 25 years of continuous service shall be eligible for a fifth week of vacation.
- Full time employees entitled to five weeks shall take at least one week vacation between January 1 and May 15.
- (F) Vacations shall not be taken in segments of more than two (2) weeks without consent of the Company. Consideration will be given to requests.
- (G) Vacation benefits for part time employees are as follows: A part time employee who has completed one year or more of service without more than a six (6) week consecutive break or a total absence of eight (8) weeks, (except for illness or accident and verified by a Doctor's Report) shall be eligible to receive one (1) week's vacation based on fifty-two (52) week average during the last year, at the current part time hourly rate.
- (H) Part time employees who have completed two years or more of service without more than a six (6) week consecutive break or a total absence during the past year of eight (8) weeks (except for illness or accident and verified by a Doctor's Report) shall be eligible to receive two (2) weeks' vacation based on a fifty-two (52) week average during the last year at the current part time hourly rate.
- (I) Part time employees who have completed seven (7) years or more of service without more than a six (6) week consecutive break or a total absence during the year of eight (8) weeks (except for illness or accident and verified by a Doctor's Report) shall be eligible to receive three (3) weeks' vacation based on a fifty-two (52) week average during the first year at the current part time hourly rate. Part time employees who have completed fourteen (14) years or more of service without more than a six (6) week consecutive break or a total absence during the year of eight (8) weeks

ARTICLE XI (Cont'd.)

(except for illness or accident and verified by a Doctor's Report) shall be eligible to receive four (4) weeks' vacation, based on a fifty-two (52) week average during the last year at the current part time hourly rate.

(J) Vacations shall be taken at a time mutually convenient to both Employer and Employee. In scheduling these vacations, seniority rules within the store. Vacations shall be posted by the Employer on or before May 15 of each year and cannot be changed. (Exception: Case of emergency) without the consent of the Personnel Director, and Employee, and the Union.

(K) Vacations are not accumulative.

(L) Vacation period is January 1 through December 31.

(M) When a Holiday, observed by the Employer falls within any full time employee's vacation period, the employee is entitled to an additional day of vacation with pay at his normal rate of pay and it must be taken off within thirty (30) days. Exception: All full time employees shall have the right to exercise their fifth day option on the first week they return to work provided it is a non-holiday week.

ARTICLE XII

SIGNING OF TIME SHEETS

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

ARTICLE XIII

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 day of their employment with their Employer.

(B) The promotion and advancement of employees to higher store ratings shall be based on fitness and ability with seniority a factor when fitness and ability are equal. The final determination on promotion shall rest with Management.

(C) Part time employees shall have Company seniority within their job classification within 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 classifications, 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 lay-offs, providing such lay-offs are within job classifications.

UNION STEWARD

The Union shall have the right to appoint a full time employee to the position in each store. A list of these people shall be supplied to the Company. It is also agreed that in addition to the seniority rights, they shall have top seniority in lay-offs due to lack of work within their store.

ARTICLE XIII' (Cont'd.)

GROCERY DEPARTMENT

MEAT DEPARTMENT

PRODUCE DEPARTMENT

Group I

Assistant Manager
 First Clerk
 Coffee-Dairy Dept. Head
 First Liquor Clerk
 F.T. Clks. (Groc. & Prod.)
 P.T. Clks. (Groc. & Prod.)

Group I

Meat Department Head
 Meat Cutter
 First Deli Clerks
 Full Time Clerks
 Part Time Clerks

Group I

Produce Department Head
 F.T. Clks. (Groc. & Prod.)
 P.T. Clks. (Groc. & Prod.)

Group II

Head Cashier
 F.T. Spec. Clerks (Groc. & Prod.)

Group II

F.T. Spec. Clerks
 P.T. Spec. Clerks

Group II

F.T. Spec. Clerks (Groc. & Prod.)
 P.T. Spec. Clerks (Groc. & Prod.)

(F) When it becomes necessary to make lay-offs 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 job classification, even if this means replacing a part time employee.

(H) 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.

ARTICLE XIV

WEARING APPAREL

The Company agrees to furnish wearing apparel that it may require any full time or part time employees to wear, such as smocks, coats and aprons. Employees who are required to work outside in foul weather or in freezers, will be furnished with such protective outer clothing as may be found necessary. The Company agrees to furnish smocks starting November 1st through April 1st. The Company agrees to furnish mesh gloves and aprons upon request, and if requested, employee must wear.

ARTICLE XV

DEPARTMENT RECORDS - REDUCTION TO STORE POSITIONS

Department Heads shall be given a note showing the amount of assets in their store and the result of inventories within a reasonable time after each stock taking.

(A) Department Heads having gross profit or stock trouble shall have the right, without deduction of pay, to go to the Company offices at reasonable times to see their records and the Company shall furnish them with completed copies of their B.S.A. at their request. A Union Representative shall be present at any stock taking, if the Department Head so requests.

(B) Any member of the Company who is reduced in position to that of a store employee and is obliged to join this Union shall not lose any seniority he has established to date.

ARTICLE XVI

CONDUCT OF UNION BUSINESS

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

ARTICLE XVII

NIGHT CREWS

The night crew chief shall receive a premium of fifty (.50¢) cents per hour, and night crew clerks shall receive a premium of thirty-seven and one-half (~~.37~~) cents per hour.

The night crew shall work an established shift of five (5) eight (8) hour days not to begin before 4:00 P.M. or end after 8:00 A.M. Night crew duties shall not include cash register work or an assignment to a customer service position. Any violation of the foregoing assignment shall be brought to the attention of the Company and the Union and held subject to the grievance procedure.

ARTICLE XVIII

STAGGERING OF HOURS - WORK SCHEDULE

(A) There shall be no staggering of hours by the Company for any employee covered by this Agreement. Willful staggering of hours shall be cause for dismissal of the employee responsible.

(B) A Work Schedule in ink for all employees is to be posted not later than 3:00 P.M. Saturday for the following week. Changes may be made in the schedule in emergencies only. Employees who have Saturday off are to be notified on Friday.

(C) 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 that particular day.

ARTICLE XIX

MILITARY SERVICE

The Employer shall comply with the applicable laws concerning the re-employment of veterans.

ARTICLE XX

COPIES OF AGREEMENT

The Company agrees to supply its field supervision, office, department heads and managers with copies of this Agreement and assume full responsibility for their faithful observance of its terms.

ARTICLE XXI

LEAVE OF ABSENCE

(A) BUSINESS AGENTS

The Business Agents of the Union shall be given leaves of absence by the Company during such periods as they may be in office. Upon the termination of their duties as Business Agents, they shall be reinstated by the Company in positions of like seniority, status and pay, per rating at the time of their reinstatement.

ARTICLE XXI (Cont'd.)

(B) Any member of the Union being elected or appointed as a delegate to any Union activity or assignment, necessitating 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 to his or her former position at the then prevailing wage rate. There shall be no more than one employee per store, and no more than a total of three employees granted such temporary leave of absence at one time.

(C) MATERNITY LEAVE

A six (6) months maternity leave of absence, without pay, may be granted to any full time or part time female employees with one (1) year or more of continuous service. It is agreed and recommended that a maternity leave in keeping with reasonable health standards should take place three (3) months prior to and three (3) months after the date of delivery. An employee on a maternity leave may return to work prior to the expiration of the leave only if she submits satisfactory proof from her physician that she is physically capable of returning to work.

An employee on a maternity leave shall be terminated if -

1. She does not return at the end of her six (6) months' leave of absence.
2. She works for another employer while on leave without express permission in writing from the Company to be so employed.

(D) OTHER LEAVES OF ABSENCE FOR FULL TIME EMPLOYEES

1. 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. The authorized leave of absence shall not break the employee's service, provided, however, that -
 - (a) It is a reasonable request.
 - (b) It is consistent with good morale and efficient operation.
 - (c) It is requested in writing and approved by the Company in writing.

ARTICLE XXI (Cont'd.)

2. An employee on an approved leave of absence will be automatically terminated if -
- (a) He does not return to work when the leave of absence expires.
 - (b) He works elsewhere while on leave without expressed permission in writing from the Company to be so employed.

(E) LEAVE 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 (six (6) months for pregnancy) duration and shall be subject to the prerequisites except for Paragraph (D) Section 2 (b) as described herein applicable to leaves of absence for full time employees.

ARTICLE XXII

BULLETIN BOARD - UNION CHECK-OFF

In every store, either in the backroom or the basement, there shall be set aside a section of the wall which is to be used as a Bulletin Board for both Union and Company notices.

(A) UNION CHECK-OFF

Union dues deductions will be made weekly by the Company in equal increments and the Employer shall forward payment monthly to the Union.

ARTICLE XXIII

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 (6) day if he serves on Jury Duty and/or works four (4) days or more in a Holiday Week.

ARTICLE XXIV

STORE CLOSINGS

For the protection of employees in stores that may be closed for any reason, the following clause is added: Employees shall be protected as to employment and seniority and shall not lose any time due to such closings. These employees shall be temporarily transferred to other departments, rather than be discharged, if they so desire, and shall be paid the going wage for the new job, with full consideration being given their length of service. When new jobs are available or when vacancies occur, these employees shall be advanced to better paying operations or better jobs in their respective departments on the basis of seniority, providing they are able to do the work. Any employee who may be discharged shall be entitled to a hearing before representatives of the Company and the Union.

(A) 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 lay-off 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 re-location 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 terminated and has recall rights for a six (6) month period.

ARTICLE XXV

VACATIONS AT TERMINATION

A full time employee who has become eligible for vacation, but whose employment terminated before going on vacation, shall receive his or her vacation pay, less any vacation taken on the following basis:

ARTICLE XXV (Cont'd.)

Upon termination an employee's vacation is restricted to the amount he would normally receive in that calendar year, based on his seniority.

- 1/12th of a week's pay for each month after one (1) year's service.
- 2/12ths of a week's pay for each month after two (2) years' service
- 3/12ths of a week's pay for each month after seven (7) years' service
- 4/12ths of a week's pay for each month after fourteen (14) years' service
- 5/12ths of a week's pay for each month after twenty-five (25) years' service

Part time employees who are terminated or quit work shall receive any vacation to which they are entitled.

ARTICLE XXVI

REGISTERS

In those stores in which each employee handling cash has his own cash drawer, no employee shall be held responsible for shortages in his cash drawer unless he has been given the privilege of counting his cash and has been given his register readings before and after the cash has been counted. Only one employee shall be empowered to ring up on the cash register drawer for which he is responsible. For purposes of this Article, the term "Cash" shall include stamps, coupons and certificates.

ARTICLE XXVII

EMPLOYEE VEHICLE - NO REDUCTION IN WAGES - PICKET LINE - NO STRIKE-NO LOCKOUT-
POLYGRAPH TESTS - TRAVEL TRANSPORTATION - PERMANENT JOB OPENING

(A) EMPLOYEE VEHICLE

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

(B) NO REDUCTION IN WAGES

There shall be no reduction in wages now paid by reason of the signing of the Agreement, except in the case of demotion:

ARTICLE XXVII (Cont'd.)

(C) PICKET LINE

The parties hereto recognize the legal right of an employee to refuse to cross a primary picket line, and that the decision to cross, or refrain from crossing any established picket line is best left to the voluntary decision of the individual employee confronted by such picket line. The Employer agrees that the refusal of an employee to cross or work behind a picket line shall not be cause for discharge or discipline. The Union agrees that nothing herein shall be construed to prohibit an employee from crossing or working behind a picket line.

(D) NO STRIKE-NO LOCKOUT

It is mutually agreed neither the Union nor the Employer shall sanction, support or finance any strike or other concerted work stoppage, nor shall there be any lockout by the Employer, during the term of this Agreement or any extension thereof so long as the Grievance and Arbitration procedure is applicable and complied with.

(E) POLYGRAPH TESTS

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

(F) TRAVEL TRANSPORTATION

Whenever an employee is temporarily 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 .12¢ per mile for miles travelled in excess of twenty (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 twenty (20) miles.

Effective June 22, 1975 the mileage allowance will be increased to .15¢ per mile.

ARTICLE XXVII (Cont'd.)

The Company shall designate a home store for the purpose of determining eligibility for travel allowance and the Union shall be notified of the eligibility prior to the transfer.

(G) PERMANENT JOB OPENING

Any employee may make a written request to be considered - Company will give consideration to all requests.

ARTICLE XXVIII

GRIEVANCE & ARBITRATION

All questions, controversies, differences, disputes, complaints or other grievances that may arise between the parties thereto, shall be subjected 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 grievances became aware of the incident giving rise to the grievances, 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 Store Supervisor in an attempt to settle the grievance.

ARTICLE XXVIII (Cont'd.)

Step 3 - In the case of failure to arrive at a decision in the second step within seven (7) working days of presentation to Store Supervisor, 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 Company 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 Company 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.

ARTICLE XXVIII (Cont'd.)

At any step in this grievance procedure the Executive Board of this Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if in the judgment of the Executive Board such grievance or dispute lacks merit, or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

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 the Local Union Constitutions, 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.

ARTICLE XXIX

ESTABLISHING STORE VOLUME

The volume in all stores will be established once each year by using the Fourth (4th) Quarter figures.

ARTICLE XXIX (Cont'd.)

WAGE SCALE

Average Weekly Volume
4th Quarter Figures

	<u>6-21-74</u>	<u>6-12-74</u>	<u>6-22-75</u>
(A) ASSISTANT MANAGERS			
Up to \$ 5,000	\$208.00	\$218.00	\$238.00
5,001 - 10,000	210.00	220.00	240.00
10,001 - 15,000	213.00	223.00	243.00
15,001 - 20,000	215.00	225.00	245.00
20,001 - 30,000	227.25	237.25	257.25
30,001 - 40,000	230.00	240.00	260.00
40,001 - 50,000	233.00	243.00	263.00
50,001 and Over	236.00	246.00	266.00
(B) MEAT DEPARTMENT HEADS			
\$1,000 - 5,000	\$232.25	\$242.25	\$262.25
5,001 - 10,000	236.50	246.50	266.50
10,001 - 15,000	244.50	254.50	274.50
15,001 - 20,000	252.00	262.00	282.00
20,001 and Over	257.00	267.00	287.00
(C) FIRST CUTTERS			
\$10,000 - 15,000	\$223.25	\$233.25	\$253.25
15,001 and Over	225.25	235.25	255.25
(D) MEAT CUTTERS			
<u>APPRENTICE MEAT CUTTERS</u>			
Starting Salary	\$173.00	\$183.00	\$203.00
After 4 months	181.00	191.00	211.00
After 8 months	189.00	199.00	219.00
After 12 months	197.00	207.00	227.00
After 16 months	205.00	215.00	235.00
After 20 months	213.00	223.00	243.00
After 24 months	220.25	230.25	250.25
(E) PART TIME MEAT CUTTERS			
Per Hour	\$ 5.50	\$ 5.75	\$ 6.25
(F) PRODUCE DEPARTMENT HEADS			
\$ 750 - 1,200	\$211.25	\$221.25	\$241.25
1,201 - 1,500	217.25	227.25	247.25
1,501 - 2,300	221.25	231.25	251.25
2,301 - 3,000	222.25	232.25	252.25
3,001 - 4,000	227.25	237.25	257.25
4,001 and Over	232.25	242.25	262.25
(G) HEAD CASHIERS *			
\$25,000 and Over	\$186.00		\$198.00
* (By appointment after 6 months)			
(H) COFFEE-DAIRY DEPT. HEADS			
\$25,000 and Over	\$201.00		\$213.00

ARTICLE XXIX (Cont'd.)

WAGE SCALE (Cont'd.)

	<u>6-21-74</u>	<u>12-22-74</u>	<u>6-22-75</u>
(I) <u>FULL TIME CLERKS</u>			
First 6 months	\$141.00		\$153.00
After 6 months	145.00		157.00
After 12 months	152.00		164.00
After 18 months	156.00		168.00
After 24 months	166.00		178.00
After 36 months	181.00		193.00

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(J) <u>FULL TIME SPECIAL CLERKS & MINORS</u>			
First 6 months	\$133.00		\$145.00
After 6 months	135.00		147.00
After 12 months	140.00		152.00
After 18 months	142.00		154.00
After 24 months	151.00		163.00
After 36 months	168.00		180.00

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	<u>Part Time Employees</u>		<u>Part Time Employees</u>	
	<u>Hired Before</u>		<u>Hired Between</u>	
	<u>June 30, 1973</u>	<u>June 22-75</u>	<u>6-30-73 and 6-20-74</u>	<u>6-22-75</u>
First 6 months	\$2.90	\$3.15	\$2.50	\$2.75
After 6 months	3.00	3.25	2.60	2.85
After 12 months	3.15	3.40	2.70	2.95
After 18 months	3.25	3.50	2.80	3.05
After 24 months	3.45	3.70	2.90	3.15
After 36 months	3.675	3.925	3.05	3.30

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	<u>Part Time Employees</u>
	<u>Hired on or After</u>
	<u>June 21, 1974</u>
First 30 days	---
After 30 days	\$2.25
After 6 months	2.35
After 12 months	2.45
After 18 months	2.55
After 24 months	2.70
After 30 months	2.85
After 36 months	3.25

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FIRST CLERK by appointment in stores over \$40,000 volume. Rate \$10.00 over top clerk rate.

FIRST DELI CLERK by appointment in stores (having Deli Dept.) over \$40,000 volume. Rate \$10.00 over top clerk rate.

FIRST LIQUOR CLERK in Liquor Stores. \$10.00 over top clerk rate.

PART TIME BOOKKEEPER - working over 20 hours in office in store doing over \$30,000 - 10¢ per hour over regular rate.

ARTICLE XXX

PART TIME EMPLOYEES CONVERTING TO FULL TIME

The Company will recognize two (2) weeks of part time work as equivalent to one (1) week full time work in establishing wages only.

ARTICLE XXXI

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 XXXII

MERIT WAGE INCREASES

It is understood and agreed that the Employer will continue its policy of granting merit increases throughout the term of this Agreement. Effective with this Agreement, all such merit increases shall become subject to collective bargaining and the Union shall be consulted and notified before such increases are instituted.

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ARTICLE XXXIII

DURATION

This Agreement shall remain in full force and effect until midnight JUNE 19, 1976. Wages shall be subject to Federal Controls if any are in existence at that time. After JUNE 19, 1975 the Agreement shall be continued for an additional year unless either the Union or the Employer gives written notice by registered mail to the other to terminate or amend this Agreement, not less than sixty (60) days prior to any expiration date thereof, such a written notice shall contain a draft of any proposed new Agreements or Amendments.

WITNESS OUR HANDS AND SEALS THIS

DAY OF

THE AMALGAMATED FOOD WORKERS A.M.C.

THE GREAT ATLANTIC & PACIFIC

LOCAL NO. 10 AFFILIATE OF A.M.C. BW of NA

TEA COMPANY, INC.

AEL & CIO

Herald F. Parks

President

Charles J. Hamilton

Vice President & Divisional
General Manager

Fred Barnes

Charles J. Hamilton

Personnel Director
Springfield Division

David C. Forsyth

Charles J. Hamilton

Area Director of
Industrial Relations

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