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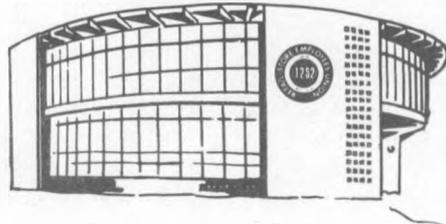
AGREEMENT BETWEEN APR 08 1976

9/1/75

Retail Store Employees Union Local 1262, RCIA, AFL-CIO, and THE GRAND UNION COMPANY

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FOR ASSISTANCE WITH ON-THE-JOB PROBLEMS CALL N.J. 201/777-3700 N.Y. 212/964-6052



FOR ASSISTANCE ON HEALTH AND WELFARE OR PENSION CALL 201/778-5800

This is your Union contract which sets forth the terms and conditions of your employment and is intended for your use and benefit.

The protections and benefits contained in the Union contract must be understood by each member if they are to be fully realized and safeguarded. Only by full knowledge of its provisions and their careful observance can you be sure of securing the full measure of benefit in return for the hours of labor you give.

The contract not only sets out benefits for the member, but it also provides job security and grievance procedure for the orderly settlement of any problems you may encounter in the course of your

employment.

If you have any questions regarding your rights or benefits under the Agreement, please ask your store steward or Union Representative; always feel free to call or visit the Union Office. Assistance is as close to you as the telephone.

Sincerely and fraternally,

Sam Kinsora

Sam Kinsora, President

THIS AGREEMENT made and entered into this 12 day of April 1975, by and between THE GRAND UNION COMPANY, hereinafter referred to as the "EMPLOYER", and the RETAIL STORE EMPLOYEES UNION, LOCAL 1262, its successors and assigns, chartered by RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO, hereinafter referred to as the "UNION".

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE 1. RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining representative of the following employees: Food Clerks, Bookkeepers and Bakery Department employees (except Meat Department) in its supermarkets located in the Employer's Suburban Division, exclusive of Store Managers, Assistant Store Managers, Grocery Department Managers, Produce Department Heads, Bakery Department Foremen and Foreladies, supervisors within the meaning of the Act, and such other employees as may hereafter be mutually agreed upon between the Employer and the Union.

1.2 A full time employee is an employee who regularly works for the Employer thirty (30) or more hours per week. Those full time employees who regularly work thirty (30) or more but less than forty (40) hours per week shall receive full time benefits on a "pro-rata" basis, which shall be computed by taking one-fifth (1/5) of the average number of hours per week that the individual employee regularly works. (For example, an employee who averages thirty-five (35) hours of work per week will be entitled to seven (7) hours straight time pay for each day that the employee qualifies for one of the specified benefits.)

1.3 A part-time employee is an employee who regularly works for the Employer less than thirty (30) hours per week, and shall have and receive only those rights and benefits specifically provided for such a part-time employee in this Agreement.

ARTICLE 2 UNION SHOP

2.1 All employees covered by this Agreement shall, as a condition of employment, become members of the Union on or after the thirty-first (31st) day following the beginning of such employment or the execution date of this Agreement, whichever is the later, and shall maintain their membership in the Union in good standing.

2.2 An employee who is expelled or suspended from the Union because of failure to tender the periodic dues uniformly required as a condition of retaining membership in the Union shall be subject to dismissal within seven days of receipt of written notification from the Union to the Employer, unless within that time the employee has tendered such dues. A new employee who fails to tender the initiation fee and periodic dues uniformly required as a condition of acquiring membership in the Union shall be subject to dismissal within seven days of receipt of written notification from the Union to the Employer, unless within that time the employee has tendered such initiation fee and dues. The foregoing provisions as well as the enforcement thereof are operative when and to the extent permitted by law.

2.3 Any newly hired employee shall be on a probationary status for a period of thirty (30) days following his employment (except that in the case of new store openings, the probationary period for newly hired employees shall be sixty [60] days), and during the probationary period the provisions of this Agreement, including those pertaining to wages, hours and working conditions, shall apply to said employee as to any other employee, except that he may be discharged at the sole discretion of the Employer and without recourse to the grievance procedure of this Agreement. Upon completion of the probationary period of any employee, his or her seniority shall revert to the date of his last hiring by the Employer.

ARTICLE 3. CHECK OFF

3.1 The Employer agrees to deduct dues and initiation fees from the wages of all employees who have on file with the Employer a proper deduction card and to remit the amounts with a listing of names to the Union office on or before the 15th day of each month. The Union will give to the Employer signed deduction cards from the employees authorizing the deduction of dues and initiation fees. The Employer's obligation to remit to the Union shall be limited to the amounts which it actually does deduct from the employees' wages.

3.2 Each month the Employer will forward to the Union a list of employees who are hired or terminated and the date of hire or termination.

ARTICLE 4. MANAGEMENT CLAUSE

4.1 Subject to the provisions of this Agreement and with due regard for the rights of the employees set forth within it, the Employer has the exclusive right and power to manage stores covered by this Agreement

eff. 9/15/75 - 4/9/78

and direct the working forces employed therein.

4.2 There shall be no suspension because of performance, absenteeism and/or tardiness without prior written notice having been given to the Union and the employee involved.

ARTICLE 5. HOURS OF WORK

5.1 The normal work week for full-time employees, excluding those full-time employees who regularly work less than forty (40) hours and Bakery Production Department employees, shall consist of forty (40) hours, exclusive of meal periods, to be performed in five (5) eight (8) hours days from Monday through Saturday. Sunday shall not be part of the normal work week. Such days need not be consecutive.

(a) Full-time employees who were hired on or before September 4, 1965, and who regularly work forty (40) or more hours per week, except such employees in Grand Way stores and Bakery Production Department employees, shall begin work not earlier than 8:00 A.M. and not later than 9:00 A.M.

(b) Full-time employees, excluding Bakery Production Department employees, who regularly work forty (40) or more hours per week in Grand Way stores shall begin work not earlier than 8:00 A.M. and not later than 10:00 A.M.

(c) Full-time employees, excluding Bakery Production Department employees, who were hired after September 4, 1965, and who regularly work forty (40) or more hours per week may be scheduled to begin work not earlier than 8:00 A.M. and not later than 10:00 A.M. or not earlier than 12:00 P.M. and not later than 4:00 P.M. Present second shift employees will be offered the opportunity to transfer to the first shift before new employees are hired for the first shift. Such employees shall be given one (1) week's notice before reassignment from one starting time to the other.

5.2 The employer shall post work schedules and days off in each store for full-time and part-time employees by the end of the first shift on Friday of each week for the following week. Once posted, the employee shall be guaranteed work or pay for schedule, except that the schedule may be changed by the Employer in the event of an emergency or conditions beyond the control of the Employer; and no schedule may be changed in order to deprive an employee of a holiday.

(a) In scheduling part-time employees, the Employer will give preference to the senior part-time employees, if available.

(b) Where practicable, within each store, the Employer shall endeavor to combine existing part-time assignments on a seniority basis, providing they can do the work, so as to provide the maximum part-time employment per individual within the definition of part-time employment.

(c) Part-time employees shall be offered four (4) hours' work each day they are scheduled to report to work.

(d) A reduction of the work force or hours among part-time employees shall be done on the basis of seniority within classification. The least senior part-time employee shall be the first reduced or laid off provided remaining employees are able to perform the available work.

5.3 Employees working in excess of eight (8) hours in a day or forty (40) hours in a week, exclusive of meal periods, shall be paid for such excess work at time and one-half their straight time hourly rate. Full-time employees, except Bakery Production Department employees, scheduled to begin work earlier than 8:00 A.M. shall be paid at the rate of time and one-half their straight time hourly rate for the work performed before 8:00 A.M. Full-time employees except Bakery Production Department employees, working on a Sunday shall be paid for such work at two and one-half (2 1/2) times their straight time hourly rate, and part-time employees working on a Sunday shall be paid for such work at one and one-half (1 1/2) times their straight time hourly rate. For the purpose of computing wages due for work performed, the employee's work time at the beginning or at the end of a workday (excluding time spent washing up and changing clothes) will be computed to the nearest quarter of an hour. The employee will be held responsible for keeping an accurate and complete record of time worked in accord with the procedure prescribed by the Employer. Failure to properly record time worked may result in disciplinary action.

5.4 No employee shall be given time off in Lieu of overtime pay, unless time off is requested by the employee and consented to by the Employer and the Union.

5.5 Employees shall work overtime as required by the Employer in accordance with previous procedure.

5.6 When a store is open for business on Sundays the normal ratio of full-time and part-time employees will be scheduled. Sunday work for a full-time employee will be scheduled on a rotating basis, providing the employee is capable of performing the available work. Failure to work on a scheduled Sunday without being excused in advance will disqualify an employee from Sunday scheduling for the following two (2) Sundays that such employee would otherwise have been scheduled. Full-time employees who work on a Sunday shall be paid a minimum of eight (8) hours at the Sunday premium rate provided the store is open for business for eight (8) hours and the employee remains available for work. Part-time employees who work on a Sunday shall be paid a minimum of four (4) hours at one and one-half (1-1/2) times their straight time hourly rate provided the employee remains available for work.

5.7 Any and all overtime rates shall be computed on the new rate of pay as a result of this Agreement.

5.8 There shall be no pyramiding or duplication of overtime or premium pay.

5.9 Full-time employees (except Bakery Production Department employees) regularly working forty (40) or more hours per week, who were in the employ of the Employer in a full-time capacity prior to February 27, 1960 shall be guaranteed one (1) night's work per week.

5.10 A part-time employee who works on the sixth (6th) day in a work week will be paid time and one-half for the work on that day, provided the employee has worked all of his scheduled hours on the other five (5) days of such week.

5.11 Full-time employees who, at the instructions of the Employer, report for work on their scheduled day off shall be paid a minimum of eight (8) hours at the rate of time and one-half, provided they remain available for work. Part-time employees who, at the instructions of the Employer, report for work on a day on which they were not scheduled shall be paid a minimum of four (4) hours at their appropriate straight-time rate of pay and their schedules for the remainder of the week shall not be changed or reduced, except as provided in Paragraph 5.2 of this Article.

5.12 (a) A part-time employee who is scheduled by the Employer to work thirty (30) or more hours in any week and who actually works thirty (30) or more hours in such week, shall be paid for each hour worked in that week at the minimum full-time wage rate or at a full-time wage rate determined by converting his length of service on a two (2) months' part-time for one (1) month's full-time basis or at his then current part-time wage rate, whichever is greater. A part-time employee who is scheduled and actually works thirty (30) or more hours per week for four (4) consecutive weeks (excluding the summer vacation period) shall be reclassified to full-time on the fifth (5th) consecutive week and shall retain such full-time classification, unless he is thereafter scheduled for and actually works less than thirty (30) hours per week for four (4) consecutive weeks, he shall then be reclassified to part-time on the fifth (5th) consecutive week.

(b) A part-time employee who works thirty (30) or more hours per week due to an emergency or circumstances beyond the Employer's control, shall be paid for all hours worked at his regular part-time wage rate, but if he continues to work thirty (30) or more hours per week for four (4) consecutive weeks he shall be reclassified to full-time on the fifth (5th) consecutive week. Thereafter, if he works less than thirty (30) hours per week for four (4) consecutive weeks, he shall be reclassified to part-time on the fifth (5th) consecutive week.

5.13 The Employer shall designate the number of available full-time vacation replacement openings, if any, in each store during the summer vacation period (June 1st through September 30th) and shall offer such openings to the existing part-time employees within each store on the basis of seniority. Those part-time employees who accept such appointment shall waive their own vacation during the summer vacation period.

5.14 Store Managers and Assistant Store Managers shall not perform bargaining unit work except in emergencies; in the event of circumstances beyond the Employer's control; to give instruction and training; or to provide prompt customer service.

ARTICLE 6. GOVERNMENT ENACTMENT OF MAXIMUM HOURS

The Employer will comply with applicable Federal or State laws concerning maximum hours of work.

ARTICLE 7. WAGE CLAUSE

7.1 The scale of wages shall be as appears in Schedule "A" attached and made part of this Agreement.

7.2 The rates of pay specified in this Agreement and presently paid to employees shall not be reduced during the period of this Agreement, provided the employees continue to perform the same duties.

7.3 Any employee hired or presently employed at a rate in excess of the minimum rate to which he would be entitled pursuant to Schedule "A" shall be given credit for the continuous service required for the progression rate equal to or next below his actual rate.

7.4 For the sole purpose of establishing their full-time wage rates as provided in Schedule "A" of this Agreement, part-time employees, upon appointment to full-time work, shall receive past service credit on the basis of two (2) months of part-time service being the equivalent of one (1) month of full-time service.

7.5 For the sole purpose of establishing the starting rate of pay for a full-time employee, the Employer shall recognize previous supermarket experience, if any, of such employee within the three (3) years immediately preceding the date of his employment by the Employer, provided such previous experience is claimed on the employee's application for employment, and provided further that such previous experience is verified in writing by his former employer within sixty (60) days after the date of his employment. In no event shall the starting rate of pay for such an employee be greater than the highest rate in the appropriate wage progression scale. In the event that the experience claimed by such an employee is not verified in writing by his former employer within sixty (60) days after the date of his employment, the Employer shall have the option, in its sole discretion, either to establish the employee's starting rate of pay without reference to the claimed previous experience, or to discharge such employee without recourse to the grievance procedure provided by this Agreement. Where a prior employer fails to respond to an inquiry by this Employer, then the employee shall be promptly notified and given a reasonable opportunity to submit proof of the prior experience.

7.6 Should a part-time employee who had previously worked for the Employer be rehired, the Employee shall, for the sole purpose of establishing the starting rate of pay for such employee, recognize previous supermarket experience with the Employer within one (1) year preceding the date of rehire.

7.7 Should the Employer establish new classifications within the bargaining unit, the job content of which is substantially different from those then existing and for which rates of pay are not provided in this Agreement, the Employer and the Union shall negotiate rates of pay for such new classifications.

ARTICLE 8. HOLIDAYS

8.1 The following holidays for full-time employees shall be observed by the Employer:

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|--------------------------|-----------------------------------|
| 1. New Year's Day | 6. Presidential Election Day |
| 2. Washington's Birthday | (if registered voter) |
| 3. Memorial Day | 7. Thanksgiving Day |
| 4. Independence Day | 8. Christmas Day |
| 5. Labor Day | 9. Anniversary Date of Employment |

Eligible full-time employees shall be entitled to a personal holiday on the employee's birthday. In the event the full-time employee's birthday falls on Sunday, his scheduled day off or one of the holidays set forth above, he shall be entitled to his personal holiday on his scheduled work day immediately following such Sunday, scheduled day off or holiday. The employee shall give the General Store Manager two (2) weeks notice of the date of his birthday.

In addition to the Birthday holiday, full-time employees who have completed three (3) months of continuous employment with the Employer shall be entitled to two (2) Personal Holidays during each contract year on a regularly scheduled work day selected by the employee. The employee shall give the General Store Manager two (2) weeks notice of the scheduled work day selected as a Personal Holiday. Only one (1) employee in each store may select any one (1) day as a Personal Holiday. Seniority shall prevail in the selection of such day.

For a full holiday, those full-time employees who have been in the employ of the Employer for more than thirty (30) days shall receive eight (8) hours of pay at their straight time hourly rates. Two (2) times the hourly rate shall be paid for work performed on such holidays by a

full-time employee in addition to the straight time hourly rate for holiday pay provided said employee qualifies therefore, thereby making a total of three (3) times the straight time hourly rate.

8.2 To qualify for his holiday pay, a full-time employee shall work his regularly scheduled day before and his regularly scheduled day following the holiday. Absences on such days caused by vacation, jury duty service or funeral leave shall not deprive an employee of his holiday pay.

8.3 All hours worked by full-time employees in excess of thirty-two (32) hours during a week in which one of the enumerated full holidays falls, will be paid for at time and one-half the straight time hourly rate.

8.4 Part-time employees who have completed ninety (90) days or more of employment with the Employer, and who qualify, shall receive six (6) hours holiday pay based on their regular hourly wage rate for each of the holidays listed below. Part-time employees hired on or after September 22, 1974, shall receive a minimum of four (4) hours' pay for a paid holiday but may receive up to six (6) hours' pay if they would normally have been scheduled to work more than four (4) hours' on the day the holiday occurs.

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|--------------------------|------------------------------|
| 1. New Year's Day | 5. Labor Day |
| 2. Washington's Birthday | 6. Presidential Election Day |
| 3. Memorial Day | (if registered voter) |
| 4. Independence Day | 7. Thanksgiving Day |
| | 8. Christmas Day |

Further, part-time employees, after six (6) months of employment, shall be entitled to two (2) personal days (anniversary Date of Employment and Employee's Birthday) and, in addition, such part-time employee shall be entitled to one (1) additional Personal Day to be taken under the same conditions as applied to full-time employees.

To qualify for his holiday pay, a part-time employee must work all the other hours during the holiday week that he is scheduled to work, unless absence is for good and just cause.

Part-time employees shall be paid one and one-half (1-1/2) times their regular hourly wage rate for the number of hours of work performed on Presidential Election Day and on each of the holidays for which they are eligible to receive holiday pay.

8.5 A full-time employee who works on one of his enumerated holidays shall be paid a minimum of eight (8) hours, provided the store is open for business for eight (8) hours and the employee remains available for work. A part-time employee who works on one of his enumerated holidays shall be paid a minimum of four (4) hours provided the employee remains available for work.

8.6 On a holiday where the store is open for business, the Employer has the right to determine the number of employees who shall work a given holiday but shall schedule from those full-time and part-time employees who would normally work on the day of the week on which the holiday falls. Further, the Employer shall schedule such holiday work on rotating basis, alternating holidays worked.

8.7 A part-time employee who works on the fifth (5th) day in a holiday week (not counting Sunday) will be paid time and one-half for work on that day, provided the employee has worked all of his scheduled hours on the other four (4) days of such week.

ARTICLE 9. SUCCESSORS AND ASSIGNS

In the event the Employer sells, leases or assigns the stores covered by this Agreement, this Agreement shall be binded upon the Employer's successors and assigns.

ARTICLE 10. SAFETY RULES

The Union will cooperate with the Employer to see that the Employer's safety rules are observed.

ARTICLE 11. VACATIONS

11.1 Full-time employees who are on the Employer's payroll on June 1st of a contract year shall be entitled to one (1) day's vacation with eight (8) hours straight time pay for each complete calendar month of full-time service with the Employer but not to exceed a total of ten (10) working days vacation with pay in any one (1) calendar year. Full-time employees who have been in the employ of the Employer as full-time employees for six (6) or more consecutive years shall be entitled to fifteen (15) working days vacation with pay. Full-time employees for twelve (12) or more consecutive years shall be entitled to twenty (20) working days vacation with pay. The third (3rd) and fourth (4th) weeks

of an employee's vacation entitlement shall be based on the employee's anniversary date providing such anniversary date occurs during the June 1st - September 30th vacation period. The third and fourth weeks of an employee's vacation entitlement need not be scheduled by the Employer consecutively following the first two (2) weeks of such vacation and may be scheduled by the Employer outside the June 1st through September 30th vacation period. Vacation periods and assignments shall be at the discretion of the Employer with due regard for the convenience of the employees.

11.2 When an enumerated holiday occurs during a full-time employee's vacation period, the employee's vacation shall be extended by one (1) day, or, at the option of the Employer, said employee shall receive eight (8) hours straight time pay in lieu thereof.

11.3 In the event the services of any full-time employee are terminated between June 1st and September 30th, and in the further event that such employee had not been granted the vacation due him as of June 1st, such employee shall receive the vacation pay he would have received had his services not been terminated. The benefits of this sub-paragraph 11.3 shall not be payable to employees discharged for dishonesty.

11.4 Full-time employees who are laid off (to reduce the working force) before June 1st of a contract year shall receive pro-rata vacation pay, provided they are entitled to six (6) or more days of vacation.

11.5 Full-time employees who regularly work thirty (30) or more but less than forty (40) hours per week shall be entitled to vacation benefits on a pro-rata basis in relation to the vacation benefits hereinabove provided for full-time employees, and subject to the same conditions.

11.6 Part-time employees who regularly work less than thirty (30) hours per week and who are in the employ of the Employer on May 31st of a contract year shall be entitled to twenty (20) hours vacation pay computed at their straight time hourly rate provided they have completed one (1) year or more of continuous service; to forty (40) hours vacation pay computed at their straight time hourly rate provided they have completed two (2) or more years of continuous service; to seventy hours vacation pay computed at their straight time hourly rate provided they have completed six (6) or more years of continuous service; and to eighty (80) hours vacation pay computed at their straight time hourly rate provided they have completed twelve (12) or more years of continuous service. Part-time employees who are hired during the vacation period (June 1st through September 30th) shall be entitled to vacation pay based on their anniversary date of employment.

ARTICLE 12. STORE LINEN

12.1 The Employer agrees to furnish and launder the customary store coats, aprons and gowns required by the Employer to be worn by the employee. Employees who at no time during their working day are required to work in the sales area will not be required to wear white shirts, but will nevertheless be expected at all times to be neat and tidy in their dress and appearance.

12.2 The Employer will make rain gear available to employees who are assigned to work outdoors.

ARTICLE 13. SENIORITY

13.1 Seniority shall be defined as continuous length of service within the bargaining unit of this Agreement.

13.2 The Employer shall maintain separate seniority lists for these groups of employees:

- (a) Bakery employees and other classified employees.
- (b) All other employees.

13.3 No employee can exercise seniority to claim a classified job.

13.4 All employees working less than forty (40) hours per week who are interested in obtaining full-time positions shall place their names on a bid sheet. When a full-time job opportunity becomes available within the bargaining unit, the most senior capable employee on the bid sheet shall be assigned to the job, provided the employee is available to work such hours on a regular and continuing basis.

13.5 All employees interested in promotion to classified positions shall place their names upon a classified job opportunity sheet. The Employer shall make promotions from such sheet provided the employees on such sheet are capable to perform the work.

13.6 Employees promoted to classified jobs shall retain previously acquired seniority and new seniority in the classified job shall commence as of the time of promotion. In the event of layoff or the reduction of hours or replacement of classified employees, such employees shall be permitted to reclaim positions they previously held, or whatever equivalent jobs the employees are entitled to by the combined seniority in the employees' classified and unclassified jobs.

13.7 When there is a reduction of hours, or layoff, employees shall be treated in the following manner:

(a) No employee shall have hours reduced until there has been a reduction of hours among less senior employees as long as customer service is maintained.

(b) Full-time employees who have worked for the Employer for six (6) consecutive months or more and are laid off due to a reduction in the work force shall be given five (5) days' written notice or forty (40) hours' pay in lieu of such notice of layoff by the Employer.

(c) Part-time employees who have worked for the Employer for twelve (12) consecutive months or more, and are laid off due to a reduction in the work force, shall be given one (1) week's written notice or one (1) week's pay (normal scheduled hours) in lieu of such notice of layoff by the Employer.

(d) Layoffs shall be in reverse order of seniority first in the store employment, then by bumping a less senior employee in another store of the Employer on a district-wide basis, and finally on a bargaining unit wide basis, provided the employee is capable to perform the work of the displaced employee and is available for the hours required to be worked.

13.8 Recall of employees from layoff shall be made in order of seniority so long as the most senior employee is capable and available to perform the work.

13.9 An employee on layoff shall retain seniority for a period of six (6) months provided the employee has been employed in the bargaining unit for six (6) months or more prior to the date of layoff.

13.10 An employee on a leave of absence shall retain his seniority accumulated prior to the leave, for the period of the leave of absence, in accordance with the terms of Article 37.

13.11 The Shop Steward or Stewards shall, in any event, have top seniority in the stores for purpose of layoff.

13.12 Seniority shall be terminated for any one or more of the following reasons:

(a) Any employee recalled after Layoff who fails to report for work within a period of forty-eight (48) hours (not including Saturday or Sunday) after his required date to report shall forfeit his right to re-employment.

(b) Seniority may be broken only by quit, justifiable discharge or failure to return to work in accordance with the terms of Leaves of Absence.

13.13 It is expressly understood that this Article shall be applied in accordance with Article 21 of this Agreement.

ARTICLE 14. GRIEVANCE PROCEDURE AND ARBITRATION

14.1 Any difference, dispute, or complaint raised by the Union or an employee with respect to the interpretation or application of the provisions of this Agreement shall be settled through the following steps:

Step 1. Any grievance shall normally be raised and discussed between the Shop Steward and/or the Business Agent and the Store Manager.

Step 2. If the grievance is not adjusted in Step 1, it shall be presented in a dated and signed writing by the Business Agent to the District Sales Manager, provided that grievances must be taken up promptly and no grievance will be further considered or discussed which is not so presented in writing in Step 2 within thirty days after the happening of the event upon which the grievance is based.

Step 3. If the grievance is not adjusted in Step 2, then it may be presented by the Business Agent to the Division Personnel Manager if done within twelve (12) days after its presentation to the District Sales Manager.

Step 4. If the grievance is not adjusted in Step 3, then it may be presented in a dated and signed writing by the Business Agent to the Director of Labor Relations if done within fifteen (15) days after its presentation to the Division Personnel Manager.

Step 5. If the grievance is not adjusted in Step 4, then within ten (10) days after its presentation to the Director of Labor Relations, the Union may refer the grievance to arbitration by giving written notice to the Employer. Arbitration shall be by a single arbitrator mutually selected by the parties. However, if the parties are unable to select an arbitrator within five (5) days after the Union notifies the Employer of its intention to arbitrate, then the Union may, within ten (10) days thereafter, request the American Arbitration Association (the "Association") to submit a panel of seven arbitrators to both parties. A copy of the request shall be sent to the Employer. Each party shall notify the Association of its selections from the panel and the Association shall appoint the arbitrator most preferred by the Employer and the Union to hear and decide the dispute.

14.2 Grievances shall be arbitrated separately unless otherwise agreed in writing for specific cases. The arbitrator shall not have power to alter or modify the terms of this Agreement. He shall deliver his decision in writing to both parties within thirty (30) days after the hearing closes. The decision of the arbitrator shall be final and binding. The Employer and the Union shall each pay one-half (1/2) of (i) any fee and expense payable for the services of the arbitrator, and (ii) the expense of the hearing room.

14.3 The Employer may not discharge or suspend an employee except for just cause. A grievance alleging that the discharge or suspension of an employee was not for just cause shall be deemed waived unless within fourteen (14) days after the discharge or suspension the Union gives written notice of such grievance to the Director of Labor Relations. Thereafter such grievance shall be processed through the procedure set forth in subparagraph 14.1 above beginning at Step 4

ARTICLE 15. NO STRIKE CLAUSE

15.1 There shall be no strikes or lockouts, sit downs, slow downs, or stoppages of work authorized or sanctioned by the Union, nor shall there be any lockout on the part of the Employer during the term of this Agreement. This clause shall not bind one party if the other party refuses to arbitrate or abide by the Arbitrator's award.

15.2 The Union agrees that it will not refuse to cross a picket line is authorized by the International Union of the picketing union and unless the Employer has been notified by the Union by registered mail, at least three (3) working days in advance, of its intention to honor the picketing union's line.

ARTICLE 16. SUBSTITUTE MANAGERS

An employee actually designated by the Employer to substitute for the General Manager, Assistant Manager, Grocery Department Manager/Head or Produce Department Manager/Head for more than two (2) consecutive work days at any one time shall be paid for the entire period of such relief at the base weekly wage rate and hours of the person for whom the employee is substituting. However, an employee actually designated by the Employer to substitute for the General Manager, Assistant Manager, Grocery Department Manager/Head or Produce Department Manager/Head in a store other than the employee's regularly assigned store shall be paid at the base weekly wage rate and hours of the person for whom the employee is substituting, Commencing with the first (1st) day of such period of relief.

ARTICLE 17. MEAL PERIODS

17.1 Full-time employees scheduled to begin work not earlier than 8:00 A.M. and not later than 9:00 A.M. or 10:00 A.M. shall receive one (1) full hour for lunch as close to noon as possible between the hours of 11:30 A.M. and 2:00 P.M. The supper period for such employees shall be scheduled by the Employer to commence after the completion of at least seven (7) hours of work by the employees.

17.2 Full-time employees scheduled to begin work not earlier than 12:00 P.M. and not later than 2:00 P.M. shall receive one (1) full hour for supper between the hours of 5:00 P.M. and 7:00 P.M.

17.3 Employees who are scheduled to work less than five (5) hours shall not be granted a meal period.

17.4 Employees who are scheduled for more than five (5) hours but less than eight (8) hours of work shall be granted a one-half (1/2) hour meal period by the Employer.

17.5 Meal periods shall not be deemed time worked.

ARTICLE 18. REST PERIODS

Full-time employees shall be granted a fifteen (15) minute rest period in the first half and in the second half of each work day. Part-time employees shall be granted a fifteen (15) minute rest period approximately in the middle of each four (4) hour shift. Rest periods shall be considered as time worked.

ARTICLE 19. REPLACEMENTS

19.1 In the event a full-time employee is discharged for cause or is transferred as the result of a promotion, such employee is to be replaced by a full-time employee.

19.2 In the event a full-time employee is laid off as provided herein, the Employer may not hire more than one (1) employee to cover the regular schedule previously worked by the full-time employee, or any part thereof, so long as the laid-off full-time employee retains rehiring rights under Article 13.

ARTICLE 20. ENFORCEABILITY OF ANY PART OF AGREEMENT

The parties hereto agree that should any section, part or paragraph of this Agreement become unlawful, invalid, ineffective or unenforceable by virtue of any acts, laws or decision of any established court, then said section, part or paragraph so declared shall not affect the validity and enforceability of any other section, part or paragraph thereof, and the remainder of this Agreement shall continue to remain in full force and effect.

ARTICLE 21. DISCRIMINATION

There shall be no discrimination in the matter of hours, wages or working conditions against an employee because of race, color, creed, nationality, age or sex.

ARTICLE 22. JURY DUTY

Employees who have been in the employ of the Employer for three (3) or more months who are summoned and actually serve on a federal or state jury shall be paid the difference between the employee's regular straight time wages including regular shift premiums, if any, and the juror's fee received by him for such service. Part-time employees shall receive such differential only for those hours they are normally scheduled and unable to work because of serving on the jury. Full-time employees who have served on jury duty and/or worked five (5) days from Monday through Friday during a week shall not be required to work on Saturday. An employee who is dismissed from jury duty sufficiently early to enable him to work two (2) hours or more of his scheduled shift shall report to his store to complete such shift. This obligation on the part of the Employer shall be limited to twenty (20) working days in any two (2) year period.

The employee shall present his jury duty service notice to the Employer at least seven (7) days prior to the start of his jury term and shall present to the Employer a certificate of service showing dates, time of service and jury fees paid him.

ARTICLE 23. FUNERAL LEAVE

23.1 A full-time employee who has been in the employ of the Employer for thirty (30) days or more as a full-time employee, and who actually attends the funeral of his father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparent shall for the time lost be allowed up to a maximum of eight (8) hours straight time pay for each of his regularly scheduled working days, not to exceed three (3), commencing no earlier than the date of death and ending no later than the day of the funeral.

23.2 Full-time employees who regularly work thirty (30) or more but less than forty (40) hours per week, and who have regularly worked such hours in the employ of the Employer for thirty (30) days or more, shall be entitled to receive on a pro-rata basis the funeral leave benefit hereinabove provided, subject to the same conditions.

23.3 A part-time employee who has been in the employ of the Employer for thirty (30) days or more and who actually attends the funeral of his father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law or grandparent shall be paid at his straight time rate of pay for those hours he is normally scheduled for work on those days, not to exceed three (3), commencing no earlier than the date of death and ending no later than the day of the funeral.

23.4 An employee who has been in the employ of the Employer for thirty (30) days or more and who actually attends the funeral of his spouse or child shall be paid at his straight-time rate of pay for those

hours he is normally scheduled for work on those days, not to exceed five (5) days.

ARTICLE 24. UNION VISITATION

24.1 Representatives of the Union shall have the right to visit any of the Employer's places of business at any reasonable time during normal working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no interruption of or interference with the Employer's business.

24.2 The Union shall share existing store bulletin boards for the purpose of posting notices concerning regular Union business.

ARTICLE 25. TRANSFERS

25.1 The Employer shall have the right to transfer any full-time employee from one of its stores to another without the approval of the Union.

25.2 No full-time employee shall be transferred beyond a twenty-five (25) mile radius of his home, except in the event the transfer is by reason of the closing of a store, or as a result of a general layoff or a promotion, or in the event the employee requests such a transfer. It is understood and agreed that this provision shall not apply to full-time employees who on the execution date of this Agreement are assigned to stores beyond the twenty-five (25) mile radius of their homes, nor shall it apply to full-time employees who move, except at the Employer's request, so as to be beyond a twenty-five (25) miles radius of their assigned stores.

25.3 Temporary transfers are transfers of one (1) week's duration; all others shall be defined as permanent transfers. The Employer shall give one (1) week's advance notice of permanent transfers, and shall endeavor to give one (1) week's advance notice of temporary transfers.

24.4 Temporary transfers of employees from one store to another, shall be made in inverse order of seniority within a job classification.

25.5 In the event the employee is transferred by reason of the closing of a store or as a result of a general layoff or promotion, these transfers shall not be considered under this provision.

ARTICLE 26. WAGE INFORMATION

In the event of a dispute between the parties to this Agreement as to whether an employee is being paid the wages due him under this Agreement, the Employer shall, at the request of the Union, furnish the Union information regarding the wages paid to and hours worked by the particular employee involved.

ARTICLE 27. INDIVIDUAL AGREEMENTS

No agreement between the Employer and any employee which is in conflict with the terms of this Agreement shall be binding upon the parties hereto.

ARTICLE 28. DISCRIMINATION OR DISCHARGE OF EMPLOYEES

No employee shall be discharged or discriminated against because of his or her union activities nor shall such activity by an employee be considered a violation of this Agreement, provided such activities are not conducted on the Employer's premises.

ARTICLE 29. SHOP STEWARDS

29.1 For the purpose of layoffs only, shop stewards shall have top seniority in their respective stores and shall be the last to be laid off, provided they are qualified to perform satisfactorily the available work.

29.2 There shall be no discrimination against shop stewards for fulfilling their responsibilities in assuring that both parties are adhering to the terms of this Agreement.

29.3 The Employer agrees to give the Union two (2) weeks notice in the event of permanent transfer of a shop steward.

29.4 The Union will furnish the Employer with a list of the names of its authorized business representatives and shop stewards and will keep this list current.

ARTICLE 30. SUPPLIERS' SALES REPRESENTATIVE

The Employer agrees that suppliers' representatives and employees shall not stock shelves with merchandise or price merchandise in the stores covered by this Agreement, except that this provision shall not apply to such work when performed in connection with special displays, promotions or rotation of merchandise, nor shall this provision apply to baby foods, bread and bakery products, ice cream, perishable and semi-perishable items kept under refrigeration (except frozen foods), hospitality and gourmet items, pet foods and supplies, salted nuts, cigarettes, spices, produce department specialty items such as potted

plants, etc., and non-food items other than old line household items such as brooms, waxes, etc.

ARTICLE 31. MILITARY SERVICE

The Employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States. Because the schedule of progressive wage increases provided for by Schedule "A" hereof depends upon actual experience on the job, a person re-employed pursuant to this Article shall for purposes of Schedule "A" be credited only with months of actual payroll service. A person so re-employed shall be paid a rate not lower than his straight time rate at the time he entered military service plus any across-the-board increases granted during his period of military service. At the time an employee leaves for military service, he shall receive whatever vacation pay is due him.

ARTICLE 32. SICK LEAVE

32.1 Any full-time employee regularly working thirty (30) hours or more per week shall, after three (3) months of such employment, be eligible to receive in any one year a maximum of one (1) week's sick leave with pay, computed on his base work week rate and hours, and any such employee working in excess of one (1) year shall be entitled to receive a maximum of two (2) weeks sick leave with pay, computed on his base work week rate and hours. Such employee who shall be sick and unable to work as aforesaid shall make a reasonable effort to notify the Employer as soon as possible of his inability to report for work. The Employer shall have the option of requesting a doctor's certificate evidencing the sickness of the employee, however, a doctor's certificate shall not be required in the case of a one (1) day's absence. Sick leave is to be paid promptly (no longer than ten (10) days from the date involved).

32.2 If one of the enumerated holidays falls within an employee's sick leave period, the employee will have the option of being paid for the holiday and charging same to his unused sick leave entitlement provided he was ineligible for the holiday pay solely because the illness prevented him from working his scheduled work day after, the holiday, and further provided he has the unused sick leave entitlement available.

32.3 A full-time employee who is in the Employer's employ on the last day of each Contract year and who has been eligible for ten (10) days of sick leave for a twelve (12) month period prior to the Contract anniversary date and each succeeding Contract anniversary date, shall be paid a maximum of ten (10) days sick leave for which he was eligible but did not use during his preceding "employment year". Where a full-time employee is eligible for ten (10) days sick leave but has not been eligible for a full twelve (12) month period on the contract anniversary date, he shall be paid for such unused sick leave (maximum of ten (10) days) on a pro-rata basis computed on the basis of one-twelfth (1/12) of the number of days pay for unused sick leave for each full calendar month worked in the "employment year" immediately prior to the contract anniversary date.

32.4 Effective September 15, 1975, part-time employees with one (1) year's service shall be entitled to up to three (3) scheduled days paid sick leave per year after the first scheduled day's absence per illness. With two (2) years service, said leave shall be up to four (4) scheduled days. With three (3) years service, said leave shall be up to five (5) scheduled days. Eligible part-time employees shall receive a minimum of four (4) hours' pay for each day of sick leave up to a maximum of six (6) hours' pay if the employee would normally have been scheduled to work more than four (4) hours on the day of the absence.

ARTICLE 33. EMPLOYEE BENEFIT PLANS

33.1 Effective September 15, 1975, to and including April 9, 1978, the Employer shall continue to contribute the sum of Forty Dollars (\$40.00) per month for each full-time employee (as defined in Paragraph 33.2 below) covered by this Collective Bargaining Agreement to the Retail Store Employees Union, Local 1262 and Subscribing Employers Health and Welfare Fund.

33.2 For purposes of Trust Fund contributions and benefits, full-time employees are defined as employees who regularly work thirty (30) or more hours per week. Contributions shall commence thirty (30) days after such employment with the Employer.

33.3 Contributions to the Trust Fund in behalf of a full-time employee who is reduced to part-time status shall continue up to and including the month next following the change in status from full-time to part-time, but shall thereafter cease until such time as the employee shall again

become eligible for inclusion under the terms and conditions of the trust Agreement.

33.4 Effective September 15, 1975, to and including March 31, 1976, the Employer shall continue to contribute to the established Trust Fund, the sum of Twelve Dollars (\$12.00) per month for each part-time employee who has completed six (6) or more months service.

33.5 Effective April 1, 1976, the Employer shall contribute the sum of Fifteen Dollars (\$15.00) per month for each part-time employee (as defined in Paragraph 33.4 above).

ARTICLE 34. PENSION

34.1 Effective September 15, 1975, to and including September 30, 1975, the Employer will make contributions for each eligible full-time employee at the rate of Twenty-four Dollars and twenty-two cents (\$24.22) per month for each eligible full-time employee who is on the Employer's payroll on the first (1st) day of each month, to the Retail Store Employees Union, Local 1262 Pension Fund. Effective October 1, 1975, to and including April 9, 1978, said monthly contribution shall be increased to Thirty Dollars (\$30.00).

34.2 Effective September 15, 1975, to and including September 30, 1975, the Employer will make an additional contribution for each eligible full-time employee at the rate of Six Dollars and ninety-two cents (\$6.92) per month for each eligible full-time employee who is on the Employer's payroll on the first (1st) day of each month to the Retail Store Employees Union, Local 1262 Pension Fund. Effective October 1, 1975, to and including May 31, 1979, said monthly contribution shall be increased to Ten Dollars (\$10.00).

34.3 The monthly contribution by the Employer for new full-time employees will commence with the first (1st) full payroll month following the completion of thirty (30) days of continuous full-time employment with the Employer.

34.4 Effective January 1, 1976, to and including April 9, 1978, the Employer shall contribute to the Retail Store Employees Union, Local 1262 Pension Fund the sum of Ten Dollars (\$10.00) per month for each part-time employee who has completed six (6) months or more of service with the Employer. Such contribution shall be due and payable for each part-time employee on the first of the month following six (6) months of service with the Employer.

34.5 Employees not eligible for benefits under the Retail Store Employees Union, Local 1262 Pension Fund shall continue in the Grand Union Employees' Retirement Plan.

34.6 The Pension Plan shall have the continuing approval of the Internal Revenue Service as an exempt plan. The Employer will not be obligated to make any contributions which are not deductible from gross income for Federal Income tax purposes.

ARTICLE 35. NIGHT PREMIUM

35.1 An employee whose regular shift starts after store closing and before 5:00 A.M. shall receive the night premium for the entire shift of ten per cent (10 %) of the applicable rate in addition to the employee's straight time rate of pay.

35.2 When more than one employee is employed on the night shift, one (1) employee shall be designated as the employee in charge and shall receive an additional premium of thirty cents (30c) per hour, over and above his straight time rate and the appropriate night premium.

35.3 Night crew employees shall be permitted to start their shifts after 6:59 P.M. on Sundays and holidays at the straight time rate of pay plus the night premium.

35.4 Night crew employees shall not be required to work on the eve of New Year's Day, Thanksgiving Day or Christmas Day, nor shall such employees be required to work on the eve of one of the other holidays specified herein when the stores will be closed for business on the holiday.

ARTICLE 36. GENERAL CONDITIONS

36.1 There shall be no break in a full-time employee's work day except for meal and rest periods.

36.2 No employee shall be compelled to use his or her private car for company use.

36.3 Upon completion of an interrogation and the obtaining of a signed statement from an employee, the Security Department operator

of the Employer herein will promptly inform the Shop Steward of such interrogation and the signed statement, and will forthwith send a copy of such to the Union at its office.

ARTICLE 37. LEAVE OF ABSENCE

37.1 Full-time employees who have completed one (1) year or more of continuous employment with the Employer shall be granted a leave of absence without pay provided:

- (a) that the purpose of the leave is reasonable.
- (b) that the leave shall not exceed three (3) months except by mutual consent of the Employer and the Union.
- (c) that seniority shall not be accumulated except by mutual agreement between the Employer and the Union.
- (d) that the request for such leave is made in writing and approved by the Employer on the form provided for this purpose.

An employee on an approved leave of absence will be automatically terminated if he does not return to work at the expiration of his leave or if he works for another employer while on leave without express permission in writing from the Employer to be so employed.

37.2 An employee who has completed one (1) year or more of continuous employment with the Employer shall, because of illness, be granted a sick leave of absence without pay of up to twelve (12) months, provided he has presented the Employer with a doctor's certificate stating that such leave is necessary, and further provided the request for such leave is made in writing on the appropriate form provided by the Employer.

An employee on sick leave of absence may return to work at the expiration of his leave provided he is physically able to resume his normal duties and further provided he notifies the Employer two (2) weeks prior to the expiration of his leave that he intends to return to work. An employee on sick leave of absence shall retain his former seniority while on such leave but shall not accumulate seniority for payroll or vacation benefit purposes. An employee on sick leave of absence who (a) does not return to work at the expiration of his leave, or (b) has worked for another employer while on such leave without the express permission in writing from the Employer to be so employed, shall be considered to have terminated his employment with the Employer.

Maternity shall be treated as an illness or injury for the purpose of this Article.

ARTICLE 38. JOB PROTECTION

The Employer reserves its rights to study and introduce new and improved methods of production, equipment and facilities. By this, it is not the intention of the Employer to replace or displace full-time employees on the payroll as of September 14, 1975, and the Employer agrees to retrain or place any such affected employees in new jobs.

ARTICLE 39. POLYGRAPH

No employees covered by this Agreement shall be required by any representative of the Employer to be the subject of a polygraph (lie detector) test.

ARTICLE 40. COST OF LIVING ADJUSTMENT

To determine any Cost of Living Adjustment, the following provisions only shall apply during the term of this Agreement.

40.1 During the period of this Agreement, the Cost of Living Adjustment if applicable, shall be effective the first full payroll week of June, 1976, and June, 1977.

40.2 Such adjustment shall be made based on changes, if any, in the first published Consumer Price Index (New Series - For Urban Wage Earners and Clerical Workers) of the Bureau of Labor Statistics, U.S. Department of Labor (1957-1959 = 100) "All Cities" (hereinafter referred to as the CPI), as of the prior October and March, respectively.

40.3 To determine the adjustment, if any, to be made under this paragraph, the change in the CPI level between October, 1975, and March, 1976, shall be used and a one cent (1c) change will be made for each full four tenths (.4) point increase in the CPI. The same procedure shall be applied for the June, 1977 adjustment, if any, using October, 1976 and March, 1977.

40.4 If after an adjustment has been in effect, pursuant to the foregoing paragraph, the CPI shall decrease one cent (1c) shall be deducted from the adjustment for each four tenths (.4) point decrease in the CPI below the level which the CPI was required to reach in order to earn the last previous amount of adjustment provided that no deduction shall be made from the authorized wage rate.

40.5 In the event that the CPI for October through March has not been issued by the following May, then any adjustments that are required all be made at the beginning of the first pay period after receipt of the CPI.

40.6 The amount of any adjustment in effect at the time shall be included in computing any payments under this agreement which are based on the regular hourly rate.

40.7 The Cost of Living adjustment shall not become a fixed part of any base wage rate.

ARTICLE 41. DURATION

This Agreement shall be in full force and effect from the 15th day of September, 1975, to and including the 9th day of April, 1978.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized legal representatives of the Employer and the Union.

THE GRAND UNION COMPANY

RETAIL STORE EMPLOYEES UNION, LOCAL 1262

J.B. LEEDS

SAM KINSORA

JOHN LYONS

**SCHEDULE "A"
WAGES**

**Section I
FULL-TIME EMPLOYEES**

(A) ACROSS-THE-BOARD INCREASES

1. All full-time employees on the payroll as of September 14, 1975, are to receive an increase of Fifteen Dollars (\$15.00) per week (37 1/2c per hour), or the applicable wage progression, whichever is greater, effective September 15.

2. All full-time employees on the payroll as of September 16, 1976, are to receive an increase of Fifteen Dollars (\$15.00) per week (37 1/2c per hour), or the applicable wage progression, whichever is greater, effective September 17th.

3. All full-time employees on the payroll as of September 15, 1977, are to receive an increase of Ten Dollars (\$10.00) per week (25c per hour), or the applicable wage progression, whichever is greater, effective September 16th. Said increase shall be applied against any increase which may be negotiated at the expiration of this Agreement.

(B) FULL-TIME PROGRESSION WAGE SCALE

1. The following progression wage scales per forty (40) hour work week shall apply to all full-time General Clerks, Clerks and Bookkeepers:

After consecutive service of:	Effective September 15, 1975	Effective September 17, 1976
Start	\$160.00	\$170.00
6 months	170.00	180.00
12 months	180.00	190.00
18 months	190.00	200.00
24 months	205.00	220.00

Progression wage increases, as listed directly above, shall be put into effect on the following dates: March 12, 1976; September 17, 1976; March 11, 1977; September 16, 1977; and March 10, 1978. Such implementation shall replace the past practice of granting progression wage increases after the 6th, 12th, 18th and 24th months of employment.

2. The following minimum rates of pay shall apply to all full-time Bakery Production Department employees:

Job Classification	Effective September 15, 1975	Effective September 17, 1976
First Hand	\$229.50	\$244.50
Bench Hand	224.50	239.50
Bakeoff	214.50	229.50
Helper	209.50	224.50

3. A Non-Food/S&G Clerk shall be defined as an employee who travels between stores and is responsible for the Non Foods Department in more than one (1) store. In the event the Employer establishes a Non-Foods/S&G Clerk classification, such Non-Foods/S&G Clerk shall be paid a Ten Dollar (\$10.00) weekly premium above the appropriate progression wage scale.

4. Third Man: Where appointed by the Employer, shall be paid a Ten Dollar (\$10.00) weekly premium.

5. Bookkeeper: Where appointed by the Employer, shall be paid a Ten Dollar (\$10.00) weekly premium.

6. Front-End Manager: Where appointed by the Employer, shall be paid a Ten Dollar (\$10.00) weekly premium.

**Section II
PART-TIME EMPLOYEES**

(A) ACROSS-THE-BOARD INCREASES

1. All part-time employees on the payroll as of September 14, 1975, are to receive an increase of thirty cents (30c) per hour, or the applicable wage progression, whichever is greater, effective September 15, 1975.

2. All part time employees on the payroll as of September 16, 1976, are to receive an increase of thirty cents (30c) per hour, or the applicable wage progression, whichever is greater, effective September 17, 1976.

3. All part time employees on the payroll as of September 15, 1977, are to receive an increase of twenty cents (20c) per hour, or the applicable wage progression, whichever is greater, effective September 16, 1977. Said increase shall be applied against any increase which may be negotiated at the expiration of this Agreement.

However, all part time employees on the payroll prior to September 15, 1975 and who had thirty (30) or more months' service at that time, shall effective March 12, 1976, receive the next higher full time hourly rate above their part time rate and shall thereafter, in lieu of the above-listed Across-the-board increases on September 17, 1976, and September 16, 1977, progress on the applicable full time scale on an hourly basis.

All part time employees on the payroll prior to September 15, 1975, who reach thirty (30) months of service between September 15, 1975, and March 11, 1977, shall on March 11, 1977, receive the next higher full time hourly rate above their part time rate and shall thereafter, in lieu of the above-listed across-the-board increase on September 16, 1977, progress on the applicable full time scale on an hourly basis.

All part time employees on the payroll prior to September 15, 1975, who reach thirty (30) months of service between March 11, 1977 and September 16, 1977, shall on September 16, 1977 receive the next higher full time hourly rate above their part time rate and shall thereafter, in lieu of the above-listed across-the-board increase on September 16, 1977, progress on the applicable full time scale on an hourly basis.

(B) PART-TIME PROGRESSION WAGE SCALE

After consecutive service of:	Effective September 15, 1975	Effective September 17, 1976
30 days	\$2.75	\$3.00
6 months	3.00	3.25
12 months	3.25	3.50
18 months	3.50	3.75
24 months	3.75	4.00

Progression wage increases, as listed directly above, shall be put into effect on the following dates: March 12, 1976; September 17, 1976; March 11, 1977; September 16, 1977; and March 10, 1978. Such implementation shall replace the past practice of granting progression wage increases after the 6th, 12th, 18th and 24th months of employment.

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