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AGREEMENT

WITH

THE GRAND UNION COMPANY

AND

LOCAL UNION 371

AUG 26 1974

CHARTERED BY

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA A.F.L. - C.I.O.

Effective Date — June 10, 1974

Expiration Date — June 13, 1976

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CONTENTS

	Article	Page
Agreement		5
Appendix "A"		35
Bulletin Boards	XIII	19
Check-off	IV	8
Christmas Bonus	XXVI	29
Death in Family	XII	18
Discrimination	XXVII	29
Duration of Agreement	XXXIII	34
Employee Benefit Plans	XI	17
Employees' Vehicles	X	17
Grievances and Arbitration	XXIII	25
Holidays	VII	12
Hours	XXIV	26
Jury Duty	XVIII	21
Leave of Absence	VIII	14
Management	II	6
Military Benefits	XXI	21
Miscellaneous Wage Conditions	XXVIII	29
Miscellaneous Work Conditions	XXIX	31

CONTENTS

	Article	Page
No Individual Agreements	XX	21
No Strikes, Lockouts, Etc.	V	8
Preamble		5
Recognition Clause	I	5
Replacements	XXX	32
Rest Periods	XVII	20
Safety	XXXII	33
Seniority	XXII	22
Shop Cards	XV	20
Shop Stewards	XVI	20
Sick Leave	XXXI	32
Transfers	XIV	19
Union Shop	III	6
Vacations	VI	10
Visiting Stores	XIX	21
Wages	XXV	29
Wearing Apparel and Tools	IX	17

AGREEMENT

Entered into as of this 10th day of June, 1974, by and between THE GRAND UNION COMPANY, hereinafter referred to as the "Company" and FOOD HANDLERS UNION LOCAL 371, Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the AFL-CIO, hereinafter referred to as the "Union", for and on behalf of its members now employed and those who hereinafter may be employed by the Company.

PREAMBLE

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

ARTICLE I

Recognition Clause

Section 1. The Company recognizes the Union as the exclusive bargaining representative of all Store Employees in the Company's Eastern Division supermarkets located in the state of Connecticut, excluding General Managers, Meat Managers, Assistant Managers, Grocery Managers, Produce Department Heads, Front End Managers, Porters, Parking Lot Attendants, supervisors as defined in the National Labor Relations Act, and such other employees as may hereafter be mutually agreed upon between the Company and the Union.

Section 2. The Company further recognizes and acknowledges the Union as the sole collective bargain-

ing agency and representative of store employees of the Company, as defined herein, and for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. Persons included in the bargaining unit as herein defined are hereinafter referred to as "employees". An accredited official of the Union will constitute the Union representative in all negotiations between the Company and the Union.

ARTICLE II

Management

Section 1. All matters having to do with the management of the business of the Company, and all policies, authority, and responsibility for the conduct of the same, the management of the working forces, the right to hire, promote, and for proper cause to transfer, suspend, or discharge, are the proper prerogatives of the Company.

Section 2. The Company agrees to supply its field supervision with copies of this Agreement and assumes full responsibility for their observance of its terms.

Section 3. The Union agrees to do everything within its power to enforce its rules and regulations, and, through advice, instruction and example, to maintain the highest standard of work. The Union agrees to take necessary measures where justified complaints are made by the Company against any employee or employees.

ARTICLE III

Union Shop

Section 1. The Company may secure new employees from any source, including the Union. The Company

shall give equal consideration with all other sources to all applicants referred to the Company by the Union.

Section 2. (a) Present employees who are members of the Union on the execution date of this Agreement shall remain members of the Union in good standing as a condition of employment.

(b) Present employees who are not members of the Union, and all employees who are hired hereafter, shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the execution date of this Agreement, whichever is the later.

Section 3. The Union agrees that it will admit to and retain in membership all employees without discrimination so long as such employees tender the initiation fee and periodic dues uniformly required for membership by the Constitution of the International Union and the Bylaws of the Local Union.

Section 4. In the event that any employee fails to comply with Section 2, Paragraphs (a) and (b), provided for in this Article, or fails to tender the initiation fee and periodic dues uniformly required as a condition for membership, the Union may notify the Company in writing requesting the dismissal of such employee. The said employee shall be discharged by the Company within seven (7) days of receipt of said notice, provided that such discharge shall, in the opinion of the Company, be permitted by law.

ARTICLE IV

Check-off

The Company agrees to deduct weekly dues and initiation fees from the wages of all employees who have on file with the Company a proper deduction card and to remit the amounts with a listing of names to the Union office on or before the 10th day of each month. The Union will give the Company signed deduction cards from the employees authorizing the deduction of dues and initiation fees. The Company's obligation to remit to the Union shall be limited to the amounts which it actually does deduct from the employees' wages.

ARTICLE V

No Strikes, Lockouts, Etc.

Section 1. It is mutually agreed by the parties to this Agreement that there shall be no strike or stoppage of work by the Union, nor shall there be any lockout by the Company during the life of this Agreement, and that any difference or misunderstanding concerning the terms of this Agreement which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves, and if the parties themselves cannot amicably adjust the difference then the matter shall be referred to arbitration, as provided for in this Agreement.

Section 2. In the event of a threat of, preparation for, or the actuality of any unauthorized work stoppage, walkout or strike, the Union and all of its officials will take every reasonable action to prevent and to stop such proceedings by any of its members.

Section 3. The Company agrees that it will not hold the Union or its International or Local officers or officials liable or responsible for any unlawful or

illegal acts of its individual members in causing or participating in unauthorized strikes, slowdowns, walkouts or stoppages of work provided that:

a. the Union and such officers or officials take every reasonable, prompt and positive measure within their power to prevent and stop such unauthorized strike, slowdown, walkout or stoppage of work;

b. the Union shall promptly declare publicly in the community or communities that the strike or stoppage is unauthorized and that the employees have been directed to terminate the strike or stoppage;

c. the Union and such officers or officials shall furnish to the Company, as soon as may be satisfactory, evidence that the foregoing requirements have been compiled with.

Section 4. It is further mutually agreed that the Company shall have the unqualified right to take any action it deems advisable, including discipline and discharge, against any employee engaging in, participating in, encouraging, aiding or abetting any such unauthorized strike, slowdown, walkout, or stoppage of work. However, an issue of fact as to whether or not any particular employee engaged in, participated in, or encouraged any strike or work stoppage may be subject to the grievance procedure established in this Agreement.

Section 5. The Union agrees that it will not refuse to cross a picket line unless such picket line is directed against the Company in its capacity as an employer, unless such picket line is authorized by the International Union of the picketing union and unless the Company 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 VI

Vacations

Section 1. The vacation season shall be from January 1st to December 31st, in any one year.

Section 2. The following eligibility shall apply to full-time employees who have completed the service indicated as of their anniversary date of employment:

1 year (as of anniversary date) —
1 week (5 working days with pay)

2 years (as of anniversary date) —
2 weeks (10 working days with pay)

7 years (as of anniversary date) —
3 weeks (15 working days with pay)

14 years (as of anniversary date) —
4 weeks (20 working days with pay)

25 years (as of anniversary date) —
5 weeks (25 working days with pay)

Effective 6/8/75 3 weeks vacation after six (6) years.

Once a full-time employee has completed his eligibility based on anniversary date of employment for either one week, two weeks, three weeks, four weeks or five weeks, he shall subsequently be eligible for future vacations as January 1st.

Vacation periods and assignments shall be in the discretion of the Company with due regard for the convenience of the employees. Employees regularly working in excess of thirty (30) hours per week but less than full time shall have their vacation pay based on their daily average base hours computed on a five (5) day work week basis.

Section 3. Part-time employees shall be entitled to pro-rated vacations according to the formula set forth above for full-time employees, subject to the same conditions as pertain to full-time employees. Vacation pay for part-time employees shall be based on average weekly hours worked, which shall be computed by dividing by fifty-two (52) the total straight-time hours worked by the part-time employee during the preceding twelve (12) months, including vacation hours.

Section 4. Vacations covering Servicemen: Full-time employees who are granted a military leave of absence shall, upon leaving for military service, be paid for whatever vacation entitlement they have then accumulated in accordance with Article VI, Section 2, of this Agreement. When such employees return from military service and resume their employment with the Company they shall be entitled to paid vacation according to the formula set forth in Section 2 of this Article.

Section 5. Miscellaneous vacation conditions:

(a) When a holiday occurs during an employee's vacation period, the employee's vacation shall be extended by one (1) day, or, at the option of the Company, said employee shall receive one (1) day's pay in lieu thereof.

(b) Any employee who has become eligible for a vacation but whose employment terminates before going on vacation shall receive his vacation pay.

(c) The vacation schedule shall be posted in each of the Company's stores prior to the regular vacation season.

(d) The vacation period for each employee shall be consecutive unless otherwise requested by the employee, except not more than two (2) weeks need be consecutive unless by Company approval.

(e) Vacations are not cumulative from year to year.

(f) Any employee who has become eligible for a vacation shall receive payment for his or her vacation prior to his or her scheduled vacation date.

(g) Vacation credit for part-time employees promoted to full-time shall be: two (2) months part-time service equals one (1) month full-time service.

(h) Senior employees shall have preference for vacation scheduling within departments and classifications as determined by the Company with respect to the needs of the business.

ARTICLE VII

Holidays

Section 1. The following holidays shall be observed by the Company:

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday
Two (2) Personal Holidays
Anniversary Date of Employment

Section 2. Any local holiday which is observed by major competition will also be observed by the Company.

Section 3. The Company shall observe the aforesaid holidays with pay regardless of the day of the week on which they fall for a full-time employee; provided, however, that in order to be paid for the holiday, a full-time employee must work his or her normal working day before and after a holiday except for absence due to a death in family in accordance with Article XII of this Agreement.

Section 4. A full-time employee must complete six (6) or more months of continuous full-time employment with the Company to be entitled to his birthday and a personal holiday as paid holidays. In the event the full-time employee's birthday falls on Sunday, his scheduled day off or one of the other holidays set forth in Section 1 above, he shall be entitled to his birthday holiday on his scheduled work day immediately preceding or following such Sunday, scheduled day off or holiday. The Store Manager must be notified at least one (1) week in advance of the Personal holiday, and no more than one (1) full-time employee in each department may have a Personal holiday on the same day.

Section 5. Part-time employees shall receive four (4) hours pay for any of the holidays set forth in Section 1 above, provided they have been continuously employed by the Company for three (3) or more months, and perform work for the Company during the week in which the holiday occurs. In the event the part-time employee's birthday falls on Sunday, his scheduled day off or one of the other holidays set forth in Section 1 above, he shall be entitled to his birthday holiday on his scheduled work day immediately preceding or following such Sunday, scheduled day off or holiday. The part-time employee must notify the General Manager of his birthday prior to the making of the work schedule for the week in which the birthday occurs; however, if the employee works on his birthday for whatever reason, he shall receive another scheduled day off, such day to be arranged with the General Manager. The part-time employee must notify the General Manager at least one (1) week in advance of the Personal holiday, and no more than one (1) part-time employee in each department may have a Personal holiday on the same day.

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

ARTICLE VIII

Leave of Absence

Section 1. Full-time employees, when called upon to serve as officers or delegates of the Union, shall be granted a leave of absence and upon termination of said office with the Union shall, upon request, be restored to their positions, or substantially equivalent positions, at their former rate of pay plus any increases granted for such positions during their absence. It is understood and agreed that such employees who desire to return to employment must return to work with the Company within six (6) months of the termination of such office with the Union.

Section 2. Leaves of Absence for National Guard, Naval Reserve and Other Armed Forces' Encampments: All members of National Guard, Naval Reserves, etc., in the employ of the Company who present an authorized letter from their Company Commander shall be allowed a leave of absence which coincides with the encampment period. Furthermore, such men, who are eligible for vacation, have the option of arranging their vacation time to coincide with the encampment period or of taking a leave of absence without pay for the encampment and then arranging to take their vacation at another time mutually convenient to both the Company and the employee.

Section 3. An authorized leave of absence shall not break an employee's seniority status. This section covers both full- and part-time employees.

A. Pregnancy Leaves for Female Employees

1. A six (6) months' pregnancy leave of absence, without pay, will be automatically granted to any female employee with one (1) year or more of continuous service. In order to comply with reasonable health standards, the leave shall be taken at least three (3) months prior to the date of delivery.

2. An employee on a pregnancy leave of absence 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.

3. An employee on pregnancy leave may return to work at the expiration of her leave provided she is physically able to resume her duties and notifies the Company two (2) weeks prior to the expiration of her leave of absence that she intends to return to work.

4. An employee on a pregnancy leave will be automatically terminated if:

   a. she has not returned at the end of her six months' leave of absence.

   b. she has worked for another employer while on leave without express permission, in writing, from the Company to be so employed.

5. A request to extend a pregnancy leave of absence must be made in writing and shall be subject to Company approval.

B. Other Leaves of Absence:

1. A leave of absence without pay may be granted to any full-time employee with one

year or more of continuous service, provided, however, that:

a. it is a reasonable request.

b. it is consistent with good morale and efficient operations.

c. it is requested in writing and approved by the Company in writing on a Leave of Absence form provided for this purpose.

d. it shall not exceed six (6) months.

2. An employee on an approved leave of absence will be automatically terminated if:

a. he or she does not return to work when the leave of absence expires.
b. he or she works elsewhere while on leave without express permission, in writing, from the Company to be so employed.

C. The foregoing rules and regulations do not change in any way the leave of absence arrangement in Section 1 and Section 2 of this Article, covering employees in Military Service and employees serving the Union.

D. Leave of Absence forms as mentioned under B, 1, c, above may be obtained from the Store General Manager upon request.

E. Persons on leave of absence will be so marked on payroll for duration of the leave of absence.

No steward shall be transferred unless such transfer is mutually agreed upon between the Company and the Union.

The Union shall furnish the Company with a list of the names of its authorized shop stewards and shall keep this list current.

ARTICLE IX

Wearing Apparel and Tools

The Company agrees to furnish and launder without cost to the employees any special wearing apparel that it may require the employees to wear, such as coats, aprons and smocks. The Company further agrees to furnish all tools without cost to the employee.

The Company agrees to provide one (1) thermal vest during the term of the Agreement to those Meat Department employees who request such vest. Requests shall be made by the employee to the General Manager. The Company shall not be required to launder or dry-clean thermal vests.

The Company will make suitable rain gear available to employees who are assigned to work outdoors.

ARTICLE X

Employees' Vehicles

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

ARTICLE XI

Employee Benefit Plans

Section 1. The Company hereby agrees to continue the Trust Agreement with Food Handlers Union Local 371 for a Health and Welfare Fund, consistent with Section 302 (c) of the Labor-Management Relations Act of 1947, as amended, under which life insurance, hospital and surgical benefits, dental benefits and other health and welfare benefits will be provided to employees covered by this collective bargaining agreement. The parties agree further that the Company shall pay, effective July 1, 1974, the sum of Forty-seven Dollars ($47.00) per month

for each full-time employee covered by this agreement. Fifty-two Dollars ($52.00) effective 7/1/75 for each full-time employee covered by this collective bargaining agreement, and effective July 1, 1974, the sum of Fourteen Dollars ($14.00) per month for each part-time employee covered by this collective bargaining agreement, and Fifteen Dollars ($15.00) effective 7/1/75. When a full-time employee is out due to illness or accident the Employer shall continue to make contributions to the Welfare Fund for the employee on the same basis as if he or she were working, for a period of time not to exceed six (6) months.

Section 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 the first of the month following thirty (30) days employment with the Company. Part-time employees are defined as employees who regularly work less than thirty (30) hours per week. Contributions shall commence the first of the month following six (6) months employment.

Section 3. Effective July 1, 1975, the Company shall contribute to the Amalgamated Meat Cutters and Butcher Workmen's Union and Industry Pension Fund, the sum of Fifty-two Dollars ($52.00) per month per eligible full-time employee. Effective January 1, 1976, the sum of Sixty-three Dollars and Fifty cents ($63.50). The Company agrees to contribute up to six months when a full-time employee is out due to sickness or accident.

ARTICLE XII

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 (five (5) days in the event of

the death of the employee's spouse or child; one (1) day in the event of the death of the employee's brother-in-law, sister-in-law, grandparent or grandchild) leave without loss in pay. Part-time employees shall be granted up to three (3) days (five (5) days in the event of the death of the employee's spouse or child; one (1) day in the event of the death of the employee's brother-in-law, sister-in-law, grandparent or grandchild) leave without loss in pay only according to the hours they are regularly scheduled to work during this period. For the purpose of this section, 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, brother-in-law, sister-in-law, grandparent or grandchild.

The date of notification of death for those employees who are on the job shall not be counted as one of the funeral leave days.

ARTICLE XIII

Bulletin Boards

In all supermarkets, the Company will install a bulletin board for both Company and Union notices.

ARTICLE XIV

Transfers

Section 1. A permanent transfer is one that is anticipated to be for more than thirty (30) days. The Company will notify the employee when he is permanently transferred, and will, furthermore, give the Union seven (7) days written notice of such transfer.

Section 2. A temporary transfer is one that is anticipated to be for less than thirty (30) days. An employee, when transferred temporarily to a store that requires him to travel additional miles daily, shall

be reimbursed at the rate of twelve cents (12¢) for each mile that is in excess of twenty (20) miles daily. Fifteen cents (15¢) effective 6/10/75.

ARTICLE XV

Shop Cards

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

ARTICLE XVI

Shop Stewards

The Union shall have the right to appoint shop stewards in stores covered by this Agreement. The shop stewards shall be full-time employees and shall have top seniority in their respective stores and classifications for layoffs due to lack of work.

Shop stewards shall not be discriminated against for discharging their duties, provided such duties do not interfere with the regular performance of their work for the Company or with the operation of the Company's store.

ARTICLE XVII

Rest Periods

An employee scheduled to work any seven (7) hour shift will be permitted two (2) fifteen (15) minute rest periods within the seven (7) hour shift.

An employee who works three (3) or more but less than seven (7) hours will be permitted one (1) fifteen (15) minute rest period within his or her scheduled shift.

Rest periods will be given at a reasonable time within the work shift.

ARTICLE XVIII

Jury Duty

A full-time employee who is called to serve on jury duty shall receive pay for actual hours worked for the Company. If this pay together with his jury duty pay does not equal his regular five day weekly rate of pay, the Company will make up the difference, provided he works for the Company during such hours when because the jury is not sitting, he is reasonably available for work. However, the employee shall not be required to work the sixth day if he serves on jury duty and/or works five (5) days or more in a regular week, and he shall not be required to work the fifth day if he serves on jury duty and/or works (4) days or more in a holiday week.

ARTICLE XIX

Visiting Stores

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

ARTICLE XX

No Individual Agreements

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

ARTICLE XXI

Military Benefits

Section 1. Any employee who serves in National Reserve training in any branch of the Armed Service shall be granted a leave of absence in accordance

with the provisions as set forth in Article VIII, Section 2.

Section 2. Regular full-time employees with six (6) or more months of service who leave the Company's employ to join the Armed Forces of the United States for two (2) years or more, as defined in the Selective Service Act of 1948 and amended by the Universal Military Training and Service Act of 1951, shall receive one (1) week's pay at their prevailing rate of pay for a regular work week at the time of their induction into said services.

Section 3. The Company will in every respect comply with state or federal laws relative to servicemen.

The Company will reinstate, not later than the second (2nd) Monday after the employee presents himself, in compliance with the Veterans Reemployment Statute, a former employee who has reemployment rights under the law and who has applied for reinstatement within the legally required period of time after his date of discharge.

Section 4. Any employee who is called upon during working hours to take a physical examination for entry into the Armed Forces may have this examination without loss of pay.

Section 5. If this Company is sold to any other group or company, the reemployment rights of employees out on Military Leave will not be affected.

ARTICLE XXII

Seniority

Section 1. The principle of seniority shall apply in all layoffs due to lack of work covering all full-time employees within the job classification in a mutually agreed upon geographical store area.

Section 2. Employees laid off for lack of work shall be given preference in re-employment within a period not to exceed six (6) months for full-time employees and ninety (90) days for part-time employees after their date of layoff. Such preference of employment shall be offered full-time employees within an area which reasonably conforms to their former place of employment and to part-time employees within the store in which he was last employed. If the employees are re-employed within the above periods after the date of layoff they shall be reinstated and shall not lose their continuity of seniority.

Section 3. (a) Full-time employees, laid off because of lack of work where no other full-time work in the same job classification is available within the area, shall be offered part-time work if available within the same job classification even if this means replacing a part-time employee. The full-time employee who accepts temporary part-time work will be given first preference for full-time work within his classification when it becomes available.

(b) The date determining a full-time employee's employment date for purposes of seniority consideration in layoffs due to lack of work is the last date he was either employed for, or appointed to, full-time work.

Section 4. It is understood that when an employee, after having reached an advance from the minimum rate due to continuous service with the Company, is laid off for lack of work and re-employed in the same job classification within six (6) months from the date of layoff, the rate of pay for such an employee shall be the rate received directly prior to the date of layoff. This seniority will be forfeited if an employee fails to return to work within two (2) working days of notification by the Company to the employee's last known address, unless said employee has justifiable cause for being unable to report to work within said two (2) day period.

Section 5. Full-time employees will be given preference over part-time employees for advancement to better paying jobs.

Section 6. Among full-time employees, the Company agrees that in layoffs due to a reduction of work, scheduling the available work shall not be accomplished by distributing the work among all the full-time employees within a job classification, but by reducing the number of full-time employees in a job classification.

Section 7. Employees (full-time and part-time) inducted into the military service of the United States under the Selective Service Act of 1948 and its amendments, or who enlist after its enactment in accordance with the provisions governing such enlistments, shall retain seniority rights in conformance with the provisions of the Act and its amendments.

Section 8. The Company will notify the Local Union office of all full- or part-time employees who are terminated and state the type of termination.

Section 9. Any discharged employee, full- or part-time, who is reinstated through the Grievance or Arbitration procedure under this Agreement shall have his or her seniority status made whole upon his or her return to work.

Section 10. The Company agrees to notify the Union, in writing, at least one (1) week prior to the layoff of any full-time employee due to lack of work, and Seventy-two (72) hours for a part-time employee.

Section 11. The principle of seniority shall apply in all layoffs due to lack of work covering part-time employees within their appropriate job classification in accordance with the following stipulations:

(a) Part-time employees employed less than thirty-one (31) days shall have no seniority rights.

(b) Part-time employees employed thirty-one (31) days or more shall have seniority rights within the store and 90-day recall rights within the store.

Section 12. The Company will, within the definition of part-time employment, schedule the most available part-time hours in a store and classification to the senior part-time employees in that store provided they are available and can do the work, and further provided there is no duplication of hours.

ARTICLE XXIII

Grievances and Arbitration

Section 1. Grievance Procedure

In the event that a grievance or dispute concerning the terms of this Agreement should arise, the grievance or dispute shall be dealt with in the following manner:

First Step: The employee may present his grievance either to Company Store Supervision or to a Union Representative.

Second Step: If the grievance is not settled in the first step, the Union Representative shall meet with Company Store Supervision and attempt to settle the grievance.

Third Step: If the grievance is not settled in the second step, the grievance shall be referred to the Company Personnel Department. The Personnel Department shall discuss the grievance with a Union Representative, Company Store Supervision, or, if necessary, with other interested parties, and endeavor to settle the grievance.

Fourth Step: If the grievance is not settled in the third step, it may be referred to arbitration for determination under Section 2 of this Article, provided, however, that if the grievance is referred to arbitration, it must be done in writing and all interested parties must be notified within fourteen (14) days after the final decision has been given under the third step of the grievance procedure or the grievance shall otherwise be treated as waived and the matter closed to further consideration.

Section 2. The parties submitting the dispute or grievance to arbitration for determination shall select the Connecticut Board of Conciliation and Arbitration.

The decision of the State Board of Conciliation and Arbitration shall be final and binding upon all parties, and all parties agree to abide by and comply with such decision.

Section 3. Discharge or Suspension

Grievances and disputes concerning the discharge or suspension of any employee shall be called to the attention of the Company Personnel Department in writing within seven (7) days after the event, or shall otherwise be treated as waived and the matter closed to further consideration.

ARTICLE XXIV

Hours

Section 1. Hours and conditions of work for full-time employees:

Work Week:

The work week for full-time employees shall be:

Regular Straight Time Hours - 40 Hour, 5 Day Week
4 days — 8 hours between 7:00 A.M. and 6:00 P.M.
1 day — 8 hours worked back from 9:00 P.M.
or
5 days — 8 hours between 7:00 A.M. and 6:00 P.M.

Holiday Straight Time Hours - 32 Hour, 4 Day Week
3 days — 8 hours between 7:00 A.M. and 6:00 P.M.
1 day — 8 hours worked back from 9:00 P.M.
or
4 days — 8 hours between 7:00 A.M. and 6:00 P.M.

Notwithstanding the above provisions, employees who are hired or appointed to full-time status on or after June 14, 1971, may each week work up to two (2) eight (8) hour days back from 9:00 P.M.

New employees who are hired or appointed to full-time status on or after June 11, 1973, may each week work five (5) days — eight (8) hours between 7:00 A.M. and 9:00 P.M. at straight time rates.

Working hours for employees shall be consecutive within any one working day except for meal periods.

Overtime:

Full-time employees shall be compensated at the rate of one and one-half times their regular hourly rate of pay for all hours worked:

1. in excess of eight (8) hours per day, and

2. before 7:00 A.M. and after 6:00 P.M. except for one day (two days for employees hired or appointed to full-time status on or after June 14, 1971) within the work week when it shall be paid after 9:00 P.M.

Overtime shall be paid on a daily or weekly basis, whichever is greater, but not both.

No overtime shall be worked or paid for unless authorized by Store Supervision.

No employee shall be compelled to accept overtime, however, no employee shall unreasonably refuse to accept overtime.

Meal Periods:

The lunch period for all employees who work during the full day, except as provided for in the next paragaraph and except for snack bar employees, shall be one hour between 11:30 A.M. and 2:30 P.M.

When an employee works eight (8) hours back from 9:00 P.M. as his or her late evening(s), the meal period shall be at least one-half (½) hour between the hours of 5:00 P.M. and 7:00 P.M.

Snack bar employees who work during the full day shall receive a one (1) hour or one-half (½) hour lunch period to be scheduled by the Company.

Section 2. Hours of Work for Part-time Employees: The hours of work determining the status of a part-time employee shall be thirty (30) hours per week or less.

When a part-time employee is requested to report for work and upon reporting finds no work available, he shall receive payment for those hours he is normally scheduled to work on the particular day.

Part-time employees shall be paid the overtime rate for all hours worked in excess of eight (8) hours in any one day. Part-time employees who work six (6) days in a week shall be paid the overtime rate for those hours worked on the sixth (6th) day, provided that they have worked the previous five (5) days of the same week.

Section 3. Premium Pay for Sundays and Holidays:

When employees (including part-timers) are requested by the Company to work on a Sunday, or on any of the "Major Holidays" listed under Article VII, Section 1, of this Agreement, they shall receive double their regular rate of pay for hours worked, but such hours worked shall not be counted as hours worked toward figuring weekly overtime.

ARTICLE XXV

Wages

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

ARTICLE XXVI

Christmas Bonus

It is understood and agreed that the Company will pay Christmas bonuses, if any, to the employees covered by this Agreement on the same conditions and computed in the same manner as for the majority of its other store employees.

ARTICLE XXVII

Discrimination

There shall be no discrimination against any employee or applicant for employment because of his race, color, creed, age, sex or union affiliation.

ARTICLE XXVIII

Miscellaneous Wage Conditions

Section 1. Wherever an automatic step-up scale of minimum rates based on months or years of service is defined in this Agreement, the service criterion is meant to be continuous service with the Company.

Section 2. When a step-rate increase is due an employee, it shall be paid as of the first day of the work week in which the employee's anniversary date occurs.

Section 3. (a) Whenever the Company finds it necessary because of economic reasons to place a full-time employee on part-time work, the hourly rate of pay in such instances shall be pro-rated according to the employee's full-time rate of pay.

(b) The rate of pay of a part-time employee who returns to part-time work after having worked temporarily as a full-time employee shall then be the hourly rate of pay in accordance with Appendix "A", Section I, or his former part-time rate, whichever is higher.

Section 4. Solely for the purpose of establishing the employee's appropriate full-time progression wage rate, a part-time employee who is promoted to full-time employment shall receive credit for the time spent in part-time employment on the basis of two (2) months of part-time employment being equal to one (1) month of full-time employment.

Section 5. There shall be no reduction of wages now being paid by reason of the signing of this Agreement except where employees are demoted from one classification to another.

Section 6. When full-time employees are requested by the Company to work more than one late night per week (more than two (2) late nights for employees hired or appointed to full-time status on or after June 14, 1971), they shall receive for such additional late night hours time and one-half their regular rate of pay but such hours worked shall not be counted as hours worked toward figuring weekly overtime.

Section 7. Those full-time employees whose shift starts at 3:00 P.M. or later shall receive a premium of twenty-five cents (25¢) per hour for all hours

worked on such shift. The employee designated by the Company as the employee in charge shall receive Five Dollars ($5.00) per week in addition to the aforementioned premium. Those employees on the Company's payroll on September 15, 1968, shall not be required to work on such shift.

Section 8. The employee who replaces the Meat Department Manager on the Meat Department Manager's day off shall receive Five Dollars ($5.00) extra for such day.

Section 9. A part-time employee transferred to full-time employment shall receive his or her part-time hourly rate or the appropriate full-time rate, whichever is higher, but no higher than the three-year minimum progression full-time rate.

ARTICLE XXIX

Miscellaneous Work Conditions

Section 1. When a full-time job opening is available, preference shall be given to the senior part-time employee within the store classification, provided the employee is available and qualified to perform the available full-time work.

Should a part-time employee refuse an offer of full-time work, the Company will be under no obligation to offer full-time work to him for a period of one (1) year from the date of the refusal.

Section 2. Part-time employees shall not be employed on a regular basis for less than fifteen (15) straight time hours within a regular week, provided the part-time employee is available.

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

Section 4. If there are eight (8) hours of work available on Mondays, Tuesdays, and Wednesdays the Company shall not employ part-timers in the morning and part-timers in the afternoon to share such eight (8) hours of work on such days, within the appropriate classifications.

Section 5. In the event that any provision of this Agreement is proven null and void or illegal by existing or future local, state or federal law, the remaining provisions of this Agreement shall remain in full force and effect.

Section 6. Preference for appointment to Apprentice Meat Cutter shall be given to the three (3) year General Clerk.

Section 7. The Company agrees that, upon written request of the Union, it will instruct Supervision and Managers in writing to arrange the work schedule for Election Days so that all employees shall have an opportunity to vote.

ARTICLE XXX

Replacements

In the event a full-time job is vacated due to a promotion, or to a discharge for cause, such full-time vacancy shall be filled by (1) a part-time employee in the same store who had been reduced to part-time status from full-time status for economic reasons, (2) if no such reduced part-timer is available, another qualified part-timer in the same store and classification, or (3) a new employee.

ARTICLE XXXI

Sick Leave

Any employee regularly working in excess of thirty (30) hours per week shall, after six (6) months of continuous employment, be eligible to receive a maximum of seven (7) days sick leave

with pay, computed on his base work week rate and hours, in any one year. The seven (7) days shall be granted at the beginning of each contract year and such unused portion, if any, from previous contract may be accumulated, up to a maximum of twenty-five (25) days the first year and thirty-two (32) days the second year. If a full-time employee, at the time of his retirement, has accrued sick leave, or is laid off for economic reasons, he shall be paid for such unused sick leave. Full refund to dependent upon death of an employee.

Such employee who shall be sick and unable to work shall make a reasonable effort to notify the Company before 10:00 A.M. of his inability to report to work.

If a part-time employee is employed continuously for a period of two (2) years or more, then such part-time employee shall be eligible to receive up to fifteen (15) hours paid sick leave per year. Effective 6/10/75 an employee with one (1) year of service shall be eligible for fifteen (15) hours. Such sick leave shall be paid for scheduled hours only. This can be accrued up to thirty (30) hours over the term of the contract. There is no refund or accrual for unused sick leave. Sick leave payment by the Company will be in full and shall not conflict with weekly indemnity by the Welfare Fund.

ARTICLE XXXII

Safety

The Company agrees to cooperate with the Union in the formation of a Safety Program.

ARTICLE XXXIII

Duration of Agreement

This Agreement between the Company and the Union shall become effective on June 10, 1974, and shall continue in full force and effect until midnight June 13, 1976, and shall be continued for an additional year unless sixty (60) days prior to June 13, 1976, either the Union or the Company gives written notice by registered mail to the other that it desires to amend or terminate this Agreement. Such written notice shall contain a draft of any proposed new agreements or amendments. During the negotiations of such proposed new agreement or amendments, the terms of this Agreement shall remain in full force and effect except Article V.

IN WITNESS WHEREOF the Company and the Union have hereunto caused this Agreement to be signed, sealed and delivered in their names by their authorized agents the 10th day of June, 1974.

THE GRAND UNION COMPANY

By J. B. LEEDS

FOOD HANDLERS UNION LOCAL 371, AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, AFL-CIO

By ROBERT A. PETRONELLA

APPENDIX "A"

Wages

Section 1. The following scale of wages shall be the minimum rates, effective on the dates shown.

A. FULL-TIME EMPLOYEES

	6/10/74	6/8/75
Journeyman Meat Cutter	$231.00	$251.00
Minimum Wage Increase	20.00	20.00
Breakdown Cutter	$234.00	$254.00
General Wage Increase	20.00	20.00
Head Meat Cutter		
15,000 or more	$237.50	$257.50
Minimum Wage Increase	20.00	20.00
Apprentice Meat Cutter		
Start	$203.00	$223.00
After 4 months	207.00	227.00
After 8 months	211.00	231.00
After 12 months	215.00	235.00
After 16 months	219.00	239.00
After 20 months	223.00	243.00
After 24 months	231.00	251.00
Minimum Wage Increase	20.00	20.00

Bookkeepers $10.00 weekly over the applicable wage rate.

	6/10/74	6/8/75
Service Department Head	$217.50	$237.50
Minimum Wage Increase	20.00	20.00
Service Department Counterman	$203.50	$218.50
General Wage Increase	13.00	15.00

Service Department Clerks

	6/10/74	6/8/75
Start	$126.00	$138.00
After 1 month	135.50	147.50
After 6 months	137.50	149.50
After 12 months	142.50	154.50
After 18 months	144.50	156.50
After 24 months	153.00	165.00
After 36 months	164.00	176.00
Minimum Wage Increase	11.00	12.00

Third Man (Where appointed by the Employer, but not in those stores doing less than $40,000.00 weekly sales)	$207.50	$222.50
Minimum Wage Increase	13.00	15.00

General Duty Clerks

	6/10/74	6/8/75
Start	$141.25	$153.25
After 1 month	150.25	162.25
After 6 months	153.25	165.25
After 12 months	160.25	172.25
After 18 months	164.25	176.25
After 24 months	174.25	186.25
After 36 months	182.25	194.25
Minimum Wage Increase	11.00	12.00

Clerks, Checkers, Wrappers, & Bookkeepers

	6/10/74	12/10/74	6/8/75	12/7/75
Start	$127.20	$136.20	$148.20	$153.25
After 1 month	135.50	144.50	153.50	162.25
After 6 months	137.50	146.50	158.50	165.25
After 12 months	142.50	151.50	160.50	172.25
After 18 months	144.50	153.50	162.50	176.25
After 24 months	153.00	162.00	171.00	186.25
After 36 months	164.00	173.00	182.00	194.25
Minimum Increase	11.00	9.00	12.00	9.25

S & G Clerks

	6/10/74	6/8/75
Start	$141.25	$153.25
After 1 month	150.25	162.25
After 6 months	153.25	165.25
After 12 months	160.25	172.25
After 18 months	164.25	176.25
After 24 months	174.25	186.25
After 36 months	182.25	194.25
Minimum Increase	29.25	12.00

	6/10/74	6/8/75
Bakery Clerks		
Start	$127.20	$139.20
After 1 month	133.20	145.20
After 6 months	135.20	147.20
After 12 months	137.20	149.20
After 18 months	140.00	152.00
After 24 months	144.00	156.00
After 36 months	148.20	160.20
Minimum Wage Increase	11.00	12.00
Snack Bar Clerks (Waterbury Only)		
Start	$113.00	$125.00
After 1 month	115.00	127.00
After 6 months	119.00	131.00
After 12 months	121.00	133.00
After 18 months	123.00	135.00
After 24 months	127.00	139.00
After 36 months	129.00	141.00
Minimum Wage Increase	11.00	12.00

B. PART-TIME EMPLOYEES

	6/10/74 Per Hour	6/8/75 Per Hour
Part-time Journeyman	5.79	6.29
Minimum Wage Increase	50¢	50¢
Part-Time General Clerks & Wrappers		
Start	$3.055	$3.255
After 1 month	3.205	3.405
After 6 months	3.255	3.455
After 12 months	3.405	3.605
After 18 months	3.505	3.705
After 24 months	3.655	3.855
After 36 months	3.88	4.08
Minimum Wage Increase	.20	.20
Part-time Bakery Clerks		
Start	$3.055	$3.255
After 1 month	3.205	3.405
After 6 months	3.255	3.455
After 12 months	3.305	3.505
After 18 months	3.375	3.575
After 24 months	3.475	3.675
After 36 months	3.58	3.78
Minimum Wage Increase	.20	.20

Snack Bar Clerks (Waterbury Only)

	Per Hour 6/10/74	Per Hour 6/8/75
Start	$2.70	$2.90
After 1 month	2.75	2.95
After 6 months	2.85	3.05
After 12 months	2.90	3.10
After 18 months	2.95	3.15
After 24 months	3.05	3.25
After 36 months	3.175	3.375
Minimum Increase	.20	.20

C. EMPLOYEES HIRED ON OR AFTER JUNE 10, 1973

Full-time General Clerks and S & G Clerks

	6/10/74	6/8/75
After 30 days	$126.00	$138.00
After 6 months	131.00	143.00
After 12 months	136.00	148.00
After 18 months	141.00	153.00
After 24 months	146.00	158.00
After 30 months	156.00	168.00
After 36 months	166.00	178.00
Minimum Increase	11.00	12.00

Full-Time Service Department Clerks, Clerks, Checkers & Wrappers

	6/10/74	12/10/74	6/8/75	12/7/75
After 30 days	$116.00	$121.00	$133.00	$138.00
After 6 months	118.00	123.00	135.00	143.00
After 12 months	125.00	130.00	142.00	148.00
After 18 months	127.00	132.00	144.00	153.00
After 24 months	136.00	141.00	153.00	159.00
After 30 months	145.00	150.00	162.00	168.00
After 36 months	155.00	160.00	172.00	178.00
Minimum Increase	11.00	5.00	12.00	6.00

Part-time Employees

	Per Hour 6/10/74	Per Hour 6/8/75
After 30 days	$2.45	$2.65
After 6 months	2.55	2.75
After 12 months	2.65	2.85
After 18 months	2.75	2.95
After 24 months	2.90	3.10
After 30 months	3.05	3.25
After 36 months	3.30	3.50
Minimum Increase	.20	.20

Section 2. Minimum Increases

Full-time Employees	6/10/74 Per 40-Hour Week	6/8/75 Per 40-Hour Week
Journeyman Meat Cutters	$20.00	$20.00
Breakdown Cutters	20.00	20.00
Head Meat Cutters	20.00	20.00
Apprentice Meat Cutters	20.00	20.00
Service Department Heads	20.00	20.00
Service Dept. Countermen	13.00	15.00
Service Dept. Clerks	11.00	12.00
Third Man	13.00	15.00
General Clerks	11.00	12.00
Clerks, Checkers, Wrappers	11.00	12.00
Bakery Clerks	11.00	12.00
Snack Bar Clerks	11.00	12.00
*S&G Clerks: (Minimum)	11.00	12.00
(Maximum)	29.25	
Part-time Employees	**Per Hour**	**Per Hour**
Journeyman Meat Cutters	.50	.50
General Clerks	.20	.20
Clerks, Checkers, Wrappers	.20	.20
Bakery Clerks	.20	.20
Snack Bar Clerks	.20	.20

Section 3. Miscellaneous Wage Provisions

A. All Meat Cutters required to work in the meat cooler shall receive at least the Breakdown Cutter's rate of pay.

B. No meat department shall be without a Breakdown Cutter.

C. There shall not be more than one (1) Apprentice Meat Cutter in each store.

D. Bookkeepers shall receive ten ($10.00) Dollars over their applicable rate.

FOOD HANDLERS UNION, LOCAL 371
AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN
OF NORTH AMERICA, A.F.L. - C.I.O.

877 East State Street
Westport, Conn. 06880
Telephone 226-4751

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

PLEASE CALL THE FOLLOWING TELEPHONE NUMBER COLLECT FOR ALL INFORMATION REGARDING HEALTH AND WELFARE COVERAGE — 226-4217

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OMB No. 44-R0003
App. exp. March 31, 1975

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212

October 3, 1974

OCT 17 1974

Amalgamated Meat Cutters and Butcher
Workmen of North America
877 East State Street
Westport, Connecticut 06880

Gentlemen:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we would like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Sincerely yours,

Julius Shiskin

JULIUS SHISKIN
Commissioner

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Grand Union Company covering employees in the Eastern Div. of Conn.	Local 371	900

III -x- 6/13/76