

eff. 10-30-44

M11-45-21

FEB 23 1945

7. 048. 9-27-45

Meat # 217 & 371 (app)  
Connecticut  
X 4-13-45

A G R E E M E N T

THIS AGREEMENT entered into by and between FIRST NATIONAL STORES INC., hereinafter referred to as the COMPANY, and LOCAL UNION NO. 217 and 371 of the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, hereinafter referred to as the UNION.

ARTICLE I.

IT IS AGREED that LOCAL UNION NO. 217 and 371 is the duly authorized representative of the store employees of the Company, as defined herein, working in the cities and towns listed in APPENDIX A, attached hereto and made a part of this Agreement.

ARTICLE II.

The Company recognizes and acknowledges the Union as the sole collective bargaining agency and representative of all store employees, excluding superintendents and supervisors whose principal duties are supervising the business of said retail establishments, stock takers, bakery employees, and order boys working in the stores of the cities and towns hereinafter listed.

ARTICLE III.

New employees may be secured from any source by the Company. All employees as defined in Article II shall be required to become members, and remain members in good standing, of the Union within thirty (30) days.

The union agrees that it will admit to and retain in membership all employees without discrimination as long as such employees comply with the Constitution of the Union and the By-laws of the Local. In the event that an employee fails to comply with the above paragraph, the Union may notify the Company in writing, requesting the dismissal of such employee and the said employee shall be discharged by the Company no later than the close of business on Saturday night of any week in which the said written notice has been received by the Company

CONFIDENTIAL

on or prior to Wednesday morning of the same week. In hiring any new employee the Company shall within two (2) weeks send a notice to the Union office giving the new employee's name, address, and date of hiring.

ARTICLE IV.

A 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 V.

Employees when called upon to serve as full time officers of the Local or International 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 the prevailing rate of pay for such position. It is understood and agreed that such employees who desire to return to employment must apply to the Company in writing within sixty (60) days of the termination of such office with the Union.

The Company shall not discriminate against any employee because of his or her Union affiliations or activities.

ARTICLE VI.

Regular full time employees with six months' service, or over, who leave the Company's employ to join the land, air or naval armed forces of the United States, shall receive two (2) weeks' normal pay at the time of his or her induction into the said services; and part time employees who have averaged thirty-nine (39) hours or more per week, for the six months prior to leaving the Company's employ to join the land, air or naval armed forces of the United States, shall receive one (1) week's normal pay at the time of his or her induction into the said services.

Employees described above shall be entitled to reinstatement in employment and other benefits as described in the "National Guard and Reserve Officers Mobilization Act", Public Resolution No. 96, 76th Congress, approved August 27, 1940, amended September 15, 1940, by Public Act No. 783, and in accordance with discharge provisions in Part III of Selective Service "Transmittal Memo No. 122" of May 20, 1944.

Members of the Merchant Marine will receive the benefits as listed under paragraph 1 of Article VI at the time of their discharge from the service, provided, however, that they fulfill the stipulations as set forth in Public Law 87, 78th Congress, Chapter 142, First Session, H. R. 131.

It is understood that the above stipulations in paragraphs 2 and 3 of Article VI shall be superseded by any changes, directives, or amendments by the State or Federal Government, which by law industry and labor are compelled to observe.

#### ARTICLE VII.

The Company shall not enter into any individual agreement with any employees covered by this Agreement in conflict with this agreement. Any privileges now enjoyed by the employees shall continue during the life of this Agreement.

#### ARTICLE VIII.

The Union agrees that it will not cause or sanction strikes of any kind or type in the stores subject to the jurisdiction of the Union during the terms of this Agreement.

The Company shall not cause the employees covered by this Agreement to be looked out of any of said stores during said term but the management of the Company shall have authority and responsibility for the control and conduct of the operations of the Company and shall not be interfered with by the Union in the operations of its stores. It is understood that nothing herein shall affect the right of the Company to direct its working force including the days and hours of work an employee



shall work for the Company; close stores wherever same may be located when in its judgment such action best serves its economic interest; to select store equipment and to direct the method, type, and manner of store operations in order to meet the demands of the business and effect efficient operations.

#### ARTICLE IX.

Any manager who is discharged because of stock shortage shall be entitled to a hearing in the presence of the business agent of his local and an official representative of the Company before going to the Connecticut State Board of Conciliation and Arbitration under Article XVI. The Company will take into consideration the manager's past work record including net averages before taking discharge action.

In the event a stock shortage is found to exist, the Grocery Manager, after signing a receipt for same, may remove exact duplicate copies of store transactions from the store for the purpose of checking the figures. It is understood that these exact duplicates will be returned to the store within thirty (30) days.

Stock taking in the grocery stores and grocery departments of stores selling groceries, meats, and other provisions, shall be done during store hours unless the manager requests otherwise. Stock taking in the meat departments of stores may continue to be done in accordance with the prevailing practice of the Company.

#### ARTICLE X.

For the purposes of this agreement, a part time male employee shall be defined as a male employee working thirty-nine (39) hours or less per week and a part time female employee shall be defined as a female employee working thirty-two (32) hours or less per week.

ARTICLE XI.

Employees regularly employed for a period of one year directly prior to May 1, 1945, and who have averaged over thirty-nine (39) hours per week for such period, shall receive one week's vacation.

Employees regularly employed for a period of two years or more directly prior to May 1, 1945 and who have averaged over thirty-nine (39) hours per week for such period, shall receive two weeks' vacation. The vacation period shall be assigned by the Company and shall be a consecutive period unless otherwise requested by the employee.

Full time employees who have completed one year's full time service in the period between May 1st and September 1st shall be eligible for one week's vacation. Vacations shall be paid at the employee's current rate of pay.

In stores where commissions are paid, it is understood that the regular store manager, when on vacation, shall receive the average of the four weeks' commissions earned preceding his vacation.

ARTICLE XII.

Managers of stores which are closed during the term of this contract shall be governed by the same provisions as the War Labor Board directs for the managers under the Somerville contract.

ARTICLE XIII.

Such coats, aprons and tools as are now furnished by the Company without cost to the employee shall continue to be furnished by the Company during the term of this Agreement.

ARTICLE XIV.

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

ARTICLE XV.

The following holidays shall be observed with pay by the Company: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

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

ARTICLE XVI.

In the event that the Company and the Union are unable to adjust or settle a dispute or grievance after making a reasonable effort to do so, then the dispute or grievance may be submitted to the Connecticut State Board of Conciliation and Arbitration for determination. The decision of said Board shall be final and binding upon all parties. Controversies involving the suspension or discharge of an employee shall be called to the attention of the Company in writing within fourteen (14) days after the event, or shall otherwise be treated as waived and the matter closed to further consideration.

ARTICLE XVII

Hours and Wages

The following schedule of wages shall be considered the minimum rates:

Wage rates given for full time clerks including Meat Cutters, Counter Men and Head Fruit Men are for a forty-eight (48) hour, five (5) day week for males and a forty-five (45) hour, five (5) day week for females and minors.

Wage rates given for managers are on a five-day basis.

MANAGERS

MINIMUMS

G. S. Combination Self Service	Doing less than \$5,000 per week Doing more than \$5,000 per week	\$ 48.00 50.00
M.S. Combination Self Service	Doing less than \$4,000 per week Doing more than \$4,000 per week	48.00 50.00
S. S. Grocery Self Service		45.00
Combination Grocery Service	Base Pay \$30.00 plus commission	
Combination Meat Service	Base Pay \$30.00 plus commission	
Small Grocery Service	Base Pay \$30.00 plus commission	

	<u>Full Time Per Week</u>	<u>Part Time Per Hour</u>
<u>MEAT CUTTERS (Breakdown)</u>	\$ 37.00	\$ 0.72
<u>MEAT COUNTER MEN (Meat Cutters)</u>	33.00	0.72
<u>Head FRUIT MAN</u> Doing \$500 or more business per week in his department	30.00	
<u>HEAD FRUIT WOMAN</u> Doing \$500 or more business per week in her department	28.00	
<u>CLERKS--Except Small Grocery Service Stores</u>	<u>Full Time 48 Hours Per Week</u>	<u>Part Time Per Hour</u>
Male		\$ 0.44
During first year	\$ 24.00	
During second year	25.00	
During third year	26.00	
After third year	27.00	



ARTICLE XVII - CLERKS-- Except Small Grocery Service Stores, continued

	<u>Full Time 45 Hours Per Week</u>	<u>Part Time Per Hour</u>
<u>Female and Minors</u>		\$ 0.44
During first year	\$ 22.50	
During second year	23.50	
During third year	24.50	
After third year	25.50	

CLERKS--Small Grocery Service Stores

	<u>Full Time 48 Hours Per Week</u>	<u>Part Time Per Hour</u>
		\$ 0.44
<u>Male</u>		
First Year	\$ 22.00	
Second year: Promotion to larger store or increase to	23.00	
	<u>Full Time 45 Hours Per Week</u>	<u>Part Time Per Hour</u>
		\$ 0.44
<u>Female and Minors</u>		
During first year	\$ 20.50	
Second year: Promotion to larger store or increase to	21.50	

All hours worked by clerks including Meat Cutters, Counter Men and Head Fruit Men beyond forty-eight (48) hours per week shall be paid for at an hourly rate of one and one-half times their regular rate. No overtime shall be worked or be paid for unless authorized by store supervision. A reasonable time shall be allowed for daily clean-up time.

ARTICLE XVIII.

Increases

The following weekly and hourly general increases shall be put into effect prior to the application of the minimum scale established under Article XVII and in accordance with Section B of Article XVIII:

Section A

Managers-- Self Service Stores

Increase of one fifth (1/5) of present base pay, paid for the sixth day worked. This arrangement eliminates present bonus payments.

Managers-- Service Stores

Increase all present managers to a base salary of thirty-three (33) dollars per week plus one fifth of thirty-three



ARTICLE XVIII - Section A, Managers-- Service Stores,  
Continued --

(33) dollars base pay for the sixth (6th) day worked.  
This arrangement eliminates present bonus payment.

Meat Cutters-- Breakdown

\$3.00 per week increase.

Head Fruit Man

\$3.00 per week increase.

Meat Counter Men

\$2.00 per week increase.

Clerks-- Male-- Full Time 48 hours-- All Stores

\$3.00-- to those receiving up to \$25.00  
\$2.00-- to those receiving \$25.00 up to \$30.00  
\$1.00-- to those receiving \$30.00 or more.

Clerks--Female and Minors-- Full Time 45 hours-- All Stores

\$3.00 -- to those receiving up to \$23.00  
\$2.00 -- to those receiving \$23.00 up to \$28.00  
\$1.00 -- to those receiving \$28.00 or more.

All Part Time Employees

\$0.05 per hour to those receiving less than \$0.40 per hour  
0.04 per hour to those receiving \$0.40 up to \$0.46 per hour  
0.03 per hour to those receiving \$0.46 up to \$0.61 per hour  
0.02 per hour to those receiving \$0.61 or more per hour.

Section B

All increases will be paid retroactive to April 9, 1944 for all employees employed as of October 30, 1944. All employees who were employed on April 10, 1944, and who left the Company's employ to enter Military Service or who are on a leave of absence in accordance with Article V, paragraph one (1) of the present agreement shall receive increases retroactive to April 9, 1944, for any time worked between April 10, 1944 and October 30, 1944. Overtime payments on the basis of time and one half will be paid retroactive to October 30, 1944.

It is understood that all changes in rates and increases are subject to War Labor Board approval.

ARTICLE XIX

This agreement shall continue in effect for a term of one year and shall expire on April 14, 1945, and shall be continued for an additional year unless thirty (30) days prior to April

ARTICLE XIX - continued

14, 1945, either party 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 agreement or amendments. During the period in which negotiations are being carried on for the making of a new agreement, the terms of this agreement shall remain in full force and effect.

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 30th day of October, 1944.

FIRST NATIONAL STORES INC.

(signature) James O'Hare  
Title Sales Mgr. Grocery Dept.

(signature) Thos H. Flanders  
Title Sales Mgr. Meat Div.

Edward E. Kuypers  
Title Personnel Director

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA

(signature) John McDermott  
Title President of Local #371

(signature) Michael E. LaRose  
Title Business Representative of Local #371

(signature) I. P. Tyneson Secy.  
Title President of Local #217

(signature) Joseph Cannatelli  
Title Business Representative of Local #217

(signature)  
Title \_\_\_\_\_

(signature)  
Title \_\_\_\_\_

APPENDIX A

The following are the cities and towns referred to in Article I of the Agreement between LOCAL UNION NO. 217 and 371 of the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA and FIRST NATIONAL STORES INC., HARTFORD DIVISION, dated October 30, 1944, with an expiration date of April 14, 1945:

LOCAL NO. 217

Meriden

Wallingford

Cheshire

LOCAL NO. 371

Hartford

Kensington

West Hartford

Plainville

East Hartford

Forestville

Manchester

Bristol

Rockville

Farmington

Thompsonville

Unionville

Suffield

Collinsville

Windsor Locks

Wethersfield

Poquonock

Rocky Hill

Windsor

Cromwell

Simsbury

Middletown

Blawie

Portland

Newington

Glastonbury

New Britain

Berlin