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878 YORK AVE., SW.

ATLANTA GA., 30310

AGREEMENT

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This Agreement by and between Big Apple Super Markets, hereinafter referred to as the "Employer", and Meat Cutter's Local Union No. 442 chartered by the Amalgamated Meat Cutters and Butcher Workmen of N.A., AFL-CIO, referred to hereinafter as the "Union", said Agreement covering the employees as defined hereinafter in the Employer's stores in the City of Atlanta and its Metropolitan Area, Fulton, DeKalb, Clayton and Cobb Counties, and Covington, Rome, Cartersville, Macon, Warner Robins, Conyers, Monroe, Douglasville, Winder, Griffin, West Point, Thomaston, LaGrange, Columbus, Dalton, Bremen, Carrollton, Dublin, Dallas, Athens, Fort Valley, Cummings, Commerce, Lithonia, and LaFayette in the State of Georgia, Opelika, Phenix City, Anniston, Gadsden, Shawmut and Montgomery in the State of Alabama, and Chattanooga in the State of Tennessee.

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ARTICLE I  
INTENT AND PURPOSE

The Employer and the Union each represents that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment.

ARTICLE II  
MANAGEMENT RIGHTS

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The management of the business and the direction of the working forces including the right to plan, direct, and control market operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved methods or facilities, and the right to establish and maintain reasonable rules and regulations covering the operation of the markets, a violation of which shall be among the causes for discharge, are vested in the Employer; provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discrimination against any employee.

ARTICLE III  
COVERAGE

The Employer recognizes the Union as the exclusive bargaining agent for all of its employees covered by this Agreement employed in the Meat Departments and Delicatessens.

JOB CLASSIFICATIONS

A. Market Manager. The Market Manager is in charge of the Meat and Fish Depart-

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ments in the store and must have the knowledge and ability to operate the Department to the satisfaction of the Management. Duties include supervision of the department personnel, ordering the merchandise, service to customers, and operation of the department in accordance with the Employer's merchandising policy.

B. Cutting Room Journeyman. A journeyman butcher who works full time in charge of the cooler and cutting room, to receiving merchandise, breaks down carcasses of beef, veal and lamb into wholesale cuts and then prepare all cuts of meat for retail sales; and any other duties that the Market Manager may designate a Cutting Room Journeyman to perform. He is also in charge of the meat department when the Market Manager is off duty. The classification applies only to journeymen who are designated by the Company as Cutting Room Journeymen and paid as such.

C. Journeyman. A skilled butcher workman who has either served a complete apprenticeship in his trade or has developed equivalent ability by practical experience, and is capable of cutting and preparing meat in forms acceptable to the retail trade and in a manner that will yield the maximum of profitable cuts from a carcass. He must also be proficient in waiting on customers and have the knowledge and ability to perform the general tasks in a Meat and Fish Department.

D. Apprentice. Individual employed for the purpose of learning all the details, and developing manual skill for performing, after a stated number of years training, all the duties of journeyman as commonly accepted in the trade.

E. Wrappers and Weighers. Individuals employed principally for the purpose of wrapping and weighing retail cuts.

F. Part Time Employees. A journeyman or apprentice or wrapper and weigher is considered a part time employee if his regularly scheduled work week is less than thirty two (32) hours per week.

ARTICLE IV  
CHECK-OFF

1. For the duration of the present Contract or any renewal thereof, the Employer agrees to deduct Union initiation fees and dues in such amount as Local #442 shall determine and provide for its members generally, from the pay of each employee who has signed a properly approved authorization card. The Union shall officially, in writing, notify the Employer of its current initiation fee and monthly dues, and if there is any change, notice of the change will be given the Employer in writing. The Employer and the Union, by mutual agreement, may change the monthly deduction of dues and fees to a weekly deduction, and the Employer will remit the collected dues once each month to the Union.

The Union will indemnify the Employer for all claims arising out of the Employer's compliance with the check-off procedure.

2. If State Law is changed to permit a "Union Shop", the following shop condition shall become effective when it is legal: It shall be a condition of employment that all of the employees of the Employer covered by this Agreement who are members in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on the thirty first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired

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on or after its effective date shall on the thirty first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

ARTICLE V  
VACATIONS

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 Any full time employee who has been continuously employed for a period of one (1) year shall receive one (1) week's vacation with pay. Those employees who have been continuously employed for a period of three (3) years or more shall receive two (2) week's vacation with pay. Those employees who have been continuously employed for a period of eight (8) years or more (effective January 1, 1976, seven (7) years or more) shall receive three (3) week's vacation with pay. Those employees who have been continuously employed for a period of fifteen (15) years or more (effective January 1, 1976, fourteen (14) years or more) shall receive four (4) week's vacation with pay. Those employees who have been continuously employed for a period of twenty (20) years or more shall receive five (5) week's vacation with pay.

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In case a granted holiday falls during a vacation, the employee shall be given an additional day or pay in lieu thereof in accordance with Article VIII, Paragraph A.

A. ELIGIBILITY:

1. A regular employee will be eligible for one (1) week vacation as of the first anniversary of his beginning date of continuous full time service provided he has completed one (1) year of continuous full time service as of that date.
2. After qualifying for his first one (1) week vacation, a regular full time employee who has completed one (1) year of continuous full time service or one (1) year of continuous service from the date from which his service has been counted for part time vacation purposes (but less than three (3) years) prior to January 1, is eligible for one (1) week vacation as of January 1.
3. A regular employee will become eligible for a second week of vacation as of the third (3rd) anniversary of his beginning date of continuous full time service provided he has completed three (3) years of continuous full time service, or three (3) years of continuous service from the date from which his service has been counted for part time vacation purposes, as of that date.
4. After qualifying for his first two (2) week vacation, a regular employee who has completed three (3) years of continuous full time service, or three (3) years of continuous service from the date from which his service has been counted for part time vacation purposes, prior to January 1, is eligible for a two (2) week vacation as of January 1.
5. After qualifying for his three (3) week's vacation, a regular employee who has completed eight (8) years of continuous full time service, or eight (8) years of continuous service (effective January 1, 1976, seven (7) years of continuous full time service or seven (7) years of continuous service) from the date from which his service has been counted for part time vacation purposes, prior to January 1, is eligible for a three (3) week vacation as of January 1.
6. After qualifying for his first four (4) week vacation, a regular employee who has completed fifteen (15) years of continuous full time service, or fifteen (15)

years of continuous service (effective January 1, 1976, fourteen (14) years of continuous full time service or fourteen (14) years of continuous service) from the date from which his service has been counted for part time vacation purposes, prior to January 1, is eligible for a four (4) week vacation as of January 1.

7. After qualifying for his first five (5) week vacation, a regular employee who has completed twenty (20) years of continuous service, or twenty (20) years of continuous service from the date from which his service has been counted for part time vacation purposes, prior to January 1, is eligible for a five (5) week vacation as of January 1.

B. PART TIME VACATION:

A part time employee who is not entitled to a full time vacation according to the policy of the Employer shall be granted a part time vacation under the same general rules as provided in the policy of the Employer for regular full time employees except that the maximum vacation shall be two (2) part time weeks and part time vacation will be figured on the number of hours in the vacation qualifying year divided by fifty two (52) as follows:

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<u>AVERAGE HOURS WORKED</u>	<u>VACATION</u>
20 Hours or Less	10 Hours
Over 20 Hours to and Including 30 Hours	20 Hours
Over 30 Hours	30 Hours

A part time employee who, after qualifying for a part time vacation becomes a regular full time employee without a break in his employment shall qualify for full time vacations as spelled out in Section A, Eligibility, of this Article, based upon their total continuous employment service.

C. VACATION PAY:

1. Employees will be paid their straight time earnings for their basic work week.
2. Vacation pay will be paid in advance.

D. GENERAL PROVISIONS:

1. Vacations must be scheduled in the calendar year except that when necessary, vacations which fall due in the months of November and December may be carried over to the first month of the next year; no employee shall be given pay in lieu of vacation.
2. If an employee qualifies for a one (1) week vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, he may take the first week early or wait and take both weeks together.
3. Choice of vacation dates will be granted on the basis of seniority, except that the Company reserves the right to grant vacation to any employee when his absence will least affect the operation.
4. If an employee who has not taken the vacation which he has earned by reason of his service, leaves (regardless of whether he gives notice), goes into Military Service, or is separated for any reason other than confessed or proven dishonesty, he shall receive his vacation pay at the time of leaving.

5. Leaves totalling ninety (90) days or less in any calendar year shall not affect vacation earned in that year; leaves totalling more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one fourth ( $\frac{1}{4}$ ); leaves totalling more than one hundred eighty (180) days but not over two hundred seventy (270) days shall reduce vacation and vacation pay by one half ( $\frac{1}{2}$ ); leaves totalling more than two hundred seventy (270) days shall disqualify for vacations.

6. Former employees returning from a Military Leave of Absence and after three (3) months at work will be allowed vacation with pay in accordance with vacation provisions. Time spent on Military Leave of Absence from the Company will count as Company service in qualifying for the above vacation benefits.

7. There shall be no reduction in vacation for absence due to a job injury.

ARTICLE VI  
HOURS AND WORKING CONDITIONS

1. The hours for each employee shall be scheduled by the Employer. A schedule for full time employees shall be posted by 6:00 P.M. Friday for the succeeding week. Schedules shall be posted in ink.

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2. The work week shall consist of forty (40) hours to be worked in five (5) days or less except in stores which close one half ( $\frac{1}{2}$ ) day per week, in six (6) days or less.

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A regular full time employee who reports for work as scheduled each day of the work week shall be guaranteed weekly pay of forty (40) hours at his regular straight time hourly rate including holiday pay. This guarantee shall not apply in the case of partial or complete interference with the normal operations of the Employer's business by fire, flood, strike, lack of materials or supplies caused by failure of delivery by outside persons or agencies, or circumstances beyond the control of the Employer, or tardiness, violation of rules and regulations, fault of the employee or any situation endangering the safety of the employee.

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3. All work in excess of forty (40) hours per week shall be paid for at time and one half ( $1\frac{1}{2}$ ). In a week in which one (1) of the paid holidays as provided in Article VIII of this Agreement occurs, all work in excess of thirty two (32) hours in such week shall be paid for at time and one half ( $1\frac{1}{2}$ ).

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4. All work in excess of nine (9) hours per day shall be paid for at time and one half ( $1\frac{1}{2}$ ). (FULL TIME EMPLOYEES.)

5. There will be no pyramiding of premium pay and any hours paid for at premium pay will not be used in computing overtime. Where an employee is being paid overtime at time and one half ( $1\frac{1}{2}$ ) rate, the night premium provided in Article XX, Paragraph B, shall not apply. Time and one half ( $1\frac{1}{2}$ ) shall be paid on the weekly basis or daily basis, whichever is greater, but in no case on both.

6. There shall be no split shift schedules.

7. Employees shall be allowed one (1) hour without pay for lunch. No employee shall be required to work more than five (5) hours without a lunch period. Lunch periods shall be scheduled as near the middle of the employee's shift as possible.

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8. The Employer shall furnish all linens used in Markets. Uniforms shall be furnished all female help. The expense of laundering all linens and sharpening of tools shall be paid for by the Employer. However, where dacron or nylon uniforms are furnished to female employees, such uniforms shall be laundered by the employee.

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9. Any employee who is instructed to report for work shall be guaranteed at least four (4) hours work.

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10. There shall be a fifteen (15) minute rest period in the morning and a fifteen (15) minute rest period in the afternoon of all days for all employees.

11. There shall be a tolerance of seven (7) minutes in the morning and seven (7) minutes in the evening, after which time and one half (1½) will be paid.

12. If an employee is transferred from one store to another, he shall be given twenty four (24) hours advance notice of such transfer except in case of emergency.

13. Any employee who is assigned to relieve in a job classification which has a wage rate higher than his regular classification for three (3) days or more, shall receive the higher rate of pay retroactive to the time such employee first relieved in the new classification. In no event shall an employee relieving in a different job classification have the effect of reducing the employee's rate of pay received from his regular classification. All meat markets shall be managed by a journeyman meat cutter.

14. No meat wrapper shall be allowed to cut meat products by hand, but may be allowed to use the slicing machine.

15. Cutting room men will not be required in meat departments in which the weekly meat volume is less than \$6500.00 per week. Cutting room men on the payroll as of January 20, 1974, will not be affected.

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16. One apprentice shall be allowed to every two (2) journeymen, except in markets having a weekly volume of \$800.00 or less. In markets with \$800.00 or less weekly volume an apprentice is permitted to work. An apprentice will be promoted to journeyman after two (2) years of Big Apple, K-Mart, or Food Giant experience apprenticeship training. If necessary, an apprentice will be given a test after twenty four (24) months training. If the apprentice is qualified, he will be promoted to journeyman, if not, an additional six (6) months of training will be given to the apprentice before promotion to journeyman.

17. There shall be no work after 6:30 P.M. on Christmas Eve. If Discount Operations make it necessary for K-Marts to be open, time worked after 6:30 P.M. on Christmas Eve will be outside of the regular work week and will be paid for at double (2) time.

18. If the store is open on Sundays or Holidays, there will be a journeyman meat cutter on duty. It is understood that either the market manager or cutting room man will fill this requirement.

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19. In the event of any emergency transfer of any employee from one store to another, during the same work day, the Employer will pay the employee at the rate of fourteen cents (14¢) per mile for the distance between the two (2) stores. It is further understood that time spent by the employee traveling from one store to  
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the other store shall be considered time worked.

Regarding temporary relief of personnel in out of town stores, the Employer will continue the past practice.

20. If a full time employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule that week in order to avoid the payment of overtime.

21. Bargaining unit work is to be performed by bargaining unit employees only. This language shall not apply in the case of re-models or new store openings.

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Supervisory employees may perform work in cases of emergencies beyond the control of the Employer including work when an employee fails to report as scheduled.

It is further understood that the Employer's supervisors may continue to realign displays, check for freshness control, check prices, train employees and give departmental tests and demonstrations. Further, supervisors shall not be restricted from preparation of goods orders, special sales information work, or receipt of merchandise.

ARTICLE VII  
SENIORITY

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1. In layoffs and rehiring, the principle of seniority shall apply. Seniority shall be determined on the length of service of the employee, with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. In the matter of promotions or transfer from one type of work to the other, or from one store to the other, the Employer shall have the right to exercise his final judgement after giving due regard to seniority. Agreed upon seniority lists shall be established and maintained and such lists shall be available to the Union at all times.

In the case of layoff for lack of work, the principle of seniority will be applied by job classification for cutting room journeymen, journeymen meat cutters, apprentice meat cutters, meat wrappers and delicatessen clerks as follows:

Group 1: This group shall consist of all stores located within the metropolitan Counties of Fulton, Cobb, DeKalb, Clayton, and Gwinnett. This group shall be further divided into four (4) regions. The dividing lines for these regions shall be I-20 and Roswell Road, I-75. The northeast area shall be designated Region 1, southeast as Region 2, southwest as Region 3, and northwest as Region 4.

In the event of a layoff for lack of work in a store in Group 1, seniority shall be applied as follows:

A. The least senior employee in the job classification in the store may displace the least senior employee in that job classification in the Region in which the store is located.

B. The least senior employee in the job classification in the Region may displace the least senior employee in that job classification in Group 1.

C. The least senior employee in the job classification in Group 1 may displace the least senior employee in that job classification in Group 2.

Group 2: This group shall consist of all other stores under the jurisdiction of this Agreement further grouped according to the County in which they are located.

In the event of a layoff for lack of work in a store in Group 2, seniority shall be applied as follows:

- A. The least senior employee in the job classification in the store may displace the least senior employee in that job classification in the County in which the store is located.
- B. The least senior employee in the job classification in the County may displace the least senior employee in that job classification in Group 2, or Group 1.
- C. The least senior employee in the job classification in Group 2 may displace the least senior employee in that job classification in Group 1.

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05 2. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits, if he has been laid off continuously for a period of more than six (6) months, if he is called back to work after a layoff and does not report for work within one (1) week, or if an employee is absent from work for three (3) consecutive working days without notifying his store manager and having bona fide excuse.

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3 3. During the first thirty (30) days of employment, a new employee shall be considered as being employed on a trial basis and may be discharged at the discretion of the Employer. No employee shall acquire any seniority rights until he has been employed by the Employer for at least thirty (30) days.

4. Part time employees will be given preference for full time jobs if qualified.

5. Each week the Employer will give the Union a list of newly hired employees, their store numbers and employment dates.

6. All employees shall be placed on a seniority list after thirty (30) days of employment.

7. An employee in one of the following classifications, cutting room journeyman, journeyman meat cutter, apprentice meat cutter, meat wrapper, or delicatessen clerk, who desires a transfer to another location may request such a transfer in writing to the Personnel Director with a copy to his supervisor and the Local Union. When a vacancy occurs, the Employer will review by seniority any requests that has been filed for that location, and a decision will be made based upon seniority, ability, and consistent with the needs of the business. Requests for transfer shall be valid for a period of six (6) months from the date received in the Personnel Department.

Any dispute over an above requested transfer will be reviewed by a representative of the Employer and the Union.

ARTICLE VIII  
HOLIDAYS

A. The following shall be recognized as holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, or days legally celebrated in lieu thereof. Employees who work a full week in which a holiday occurs shall receive eight (8) hours pay in addition to the hours worked provided that there



shall be no deduction from pay of employees who work a full week in which a holiday occurs. Employees who are absent during a holiday week or the first working day following a holiday shall not be paid holiday pay unless such absence is due to proven illness in which case the employee shall receive holiday pay, provided he worked any part of the holiday week.

If a holiday falls in an employee's vacation period, he shall receive an additional day of paid vacation or pay in lieu thereof. The Employer shall have the option as to the additional day of vacation or the extra day's pay.

B. A full time employee with one (1) year or more of continuous service shall receive an additional day's pay (8 hours) as a sixth (6th) holiday to be paid with his first vacation of each calendar year.

An employee with one (1) year of continuous service shall be granted an additional paid holiday subject to the provisions set forth in Paragraph A, above. Such holiday shall be an employment anniversary holiday and shall be celebrated on a day that is mutually agreeable between the employee and the manager.

An employee with one (1) year of continuous service shall be granted an additional paid holiday subject to the provisions set forth in Paragraph A, above. Such holiday shall be a birthday holiday and shall be celebrated on the Monday following the birthday. If the Monday would occur in a week in which one of the holidays previously mentioned above would fall, the Monday of the week following the other holiday week shall be celebrated as the employee's holiday.

C. A part time employee who has worked in twelve (12) or more weeks shall be entitled to holiday pay for the holidays set forth in Paragraph A, above, provided he was scheduled for work in the holiday week and worked his scheduled hours in the holiday week.

Employees who are absent of their own accord during a holiday week shall be paid only for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer, the employee shall receive the holiday pay provided he worked any part of the holiday week. Holiday pay shall be figured on the average hours worked for the four (4) consecutive weeks immediately preceding the holiday week on the following basis:

<u>AVERAGE HOURS WORKED</u>	<u>HOLIDAY PAY</u>
Under 32 Hours	4 Hours
32 Hours or More	8 Hours

D. There shall be no work on Thanksgiving and Christmas. If major retail food competitors within the individual operating areas covered by this Agreement are closed on Easter Sunday, employees covered by this Agreement within the individual operating areas where the major retail food competitors are closed, shall not be required to work on Easter Sunday.

E. Effective December 1, 1975, employees with one (1) or more years of service shall receive one (1) additional day's pay to be included with their pay for the week prior to the Christmas Holiday in lieu of a ninth (9th) holiday. Eligible

full time employees shall receive eight (8) hours straight time pay. Eligible part time employees shall receive four (4) hours straight time pay. Effective January 1, 1976, if an employee is terminated for any reason other than dishonesty and has five (5) years or more continuous employment service at the time of termination, he shall be eligible to receive this additional day's pay for that year.

ARTICLE IX  
DISPUTE PROCEDURE

1. The Union shall have the right to designate a Shop Steward for each store. It shall be the duty of the Shop Steward to demand and inspect the cards of those coming under the jurisdiction of the Union and to report his findings to the Union Office, and to perform his duties as the Union may require. The Shop Steward shall perform his duties with the least inconvenience to his Employer as possible. He is not to use his position as Shop Steward as an excuse to avoid performing his duties to his Employer.

2. Should any difference, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

STEP 1: By conference between the aggrieved employee, or the business agent, or both, and the Manager of the store.

STEP 2: By conference between the Shop Steward, or the business agent, and the Supervisor.

STEP 3: By conference between an official or officials of the Union and the Personnel Director, a representative of the Employer so delegated by the General Manager, or both.

STEP 4: In the event that the last step fails to settle satisfactorily the complaint, it shall be referred to the Board of Arbitration.

3. The Board of Arbitration shall consist of one (1) person appointed by the Union and one (1) person appointed by the Employer. Said two (2) persons shall within two (2) days after disagreement request the Director of the Federal Mediation and Conciliation Service to furnish a panel of arbitrators from which the third arbitrator shall be selected, and the decision of the majority shall be binding on both parties. The expense of the third arbitrator shall be paid for jointly.

The Board of Arbitration shall have no right to modify, amend, add to, subtract from, or change in any way the terms of this Agreement, and the decision of the Board of Arbitration shall be final and binding on the employee, the Union, and the Employer.

4. The Employer may at any time discharge any worker for proper cause. The Union may file a written complaint within five (5) days with the Employer asserting that the discharge was improper. Such complaint must be taken up promptly; and if the Employer and the Union fail to agree within forty eight (48) hours, it shall be referred within twenty four (24) hours to the Board of Arbitration. Should the Board determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the Board. The Union will be given written notification of any discharge within three (3) working days after discharge.

5. The Manager of a store shall grant to any accredited Union Official access to the store for the purpose of satisfying himself that the terms of this Agreement are being complied with.
6. The Employer shall have the right to call a conference with the Shop Steward or Officials of the Union for the purpose of discussing his grievances or criticisms.
7. No employee shall be discriminated against because of Union affiliation or activities.
8. Employees shall have the unqualified right to register complaints or grievances or to testify in any proceeding under the provisions of this Contract without in any way jeopardizing their employment status or being subject to discrimination.
9. No grievance will be discussed unless the above procedure has been followed.
10. Grievances must be taken up promptly, and no grievances will be considered or discussed which is presented later than thirty (30) calendar days after such has happened.
11. At any step in this grievance procedure the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if in the judgement of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement to the satisfaction of the Executive Board.

#### ARTICLE X

##### NO STRIKE, NO LOCKOUT

- A. During the term hereof, the Union agrees that there shall be no strike, or any other interference with, or the interruption of, the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.
- B. The Union further agrees that its members will not refuse to cross a legal labor picket line until such line is officially authorized by the Local Union and further that in the event the Local Union does recognize such established picket line, it shall notify the Employer forty eight (48) hours in advance of such action.

#### ARTICLE XI

##### LEAVES OF ABSENCE

1. Pregnancy: An employee shall be granted a leave of absence upon written request accompanied with proper statement from the attending physician. This leave shall commence at a time prior to child birth that the employee's doctor determines she should no longer work. This leave shall expire at such time as the employee's doctor determines that the employee may safely return to work. In the event of any disagreement, either party may request a determination by an impartial physician. The employee must give the Personnel Department fifteen (15) days notice of intention to return to work. In returning to work the employee shall be returned to the store previously assigned provided the employee's length of service is greater than employees performing the same work at said store.

2. Union Business: The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a Labor Convention or serve in any capacity on other official Union Business provided the Employer is given at least one (1) week's notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.
3. Sickness or Injury: A leave of absence because of sickness or injury not to exceed ninety (90) days will be granted to a full time employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time for a cumulative total of one (1) year, if requested and granted in writing supported by proper medical evidence prior to each expiration.
4. Military Leave: Any employee in military service under the provisions of Federal Law, shall be returned to his job in accordance with such law.
5. Funeral Leave: In case of a death in the immediate family of a full time employee, the employee shall be paid for a reasonable period of absence, depending upon the circumstances but not to exceed three (3) days, provided he attends the funeral. In no case will he receive more than his normal week's pay. "Immediate Family" shall mean spouse, parent, grandparent, mother-in-law, father-in-law, child, brother, sister, or any relative residing with the employee.
6. Time spent on leave of absence will not be counted as time worked for the purpose of wage computation and will not result in loss of seniority. Failure to report back to work at the end of a leave of absence shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case where such employee works for the Union.

ARTICLE XII  
JURY DUTY

1. In case a full time employee is known to have served on any duly constituted jury, he shall be paid for hours necessarily absent from work less jury fees. Such pay shall not exceed the pay for his normal work week.
2. When an employee is excused from jury service, either temporarily or permanently on any scheduled work day, the employee shall promptly report to complete any remaining hours of his scheduled work day.

ARTICLE XIII  
OTHER AGREEMENTS

1. The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. No employee shall be reclassified to defeat the purpose of this Agreement.
2. The Union Shop Card is the property of the Amalgamated Meat Cutters and Butcher Workmen of North America, and is loaned to the Employer for display who signed and abides by the Agreement. The Shop Card can be removed from any market by the Secretary of the Local #442, or his deputy for any violation of this Agreement.

ARTICLE XIV  
SEPARATION PAY

A full time employee with more than six (6) months full time service who is discharged for incompetence or is permanently separated due to discontinuance of the job, store closing, or reduction in force shall be given one (1) week's notice or one (1) week's pay in lieu of notice. An employee separated during the week for any of these reasons is entitled to pay through the day he was told of his dismissal, plus pay for one (1) additional week which, at the option of the Employer, may be either worked out or paid in lieu of notice.

Notice or pay in lieu of notice will not be given employees discharged for dishonesty or drinking on the job.

ARTICLE XV  
INJURY ON THE JOB

When an employee is injured on the job there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care. When such employee returns to work following the injury, and is certified as ready and able to perform all regular duties, but requires medical treatment as a result of the same injury, the Employer shall adjust the work schedule without penalty to the employee, to provide both the time for medical care and the number of hours of work for which the employee is regularly scheduled.

ARTICLE XVI  
SEPARABILITY

Any provisions of this Agreement which may be or has been adjudged by a court of last resort to be in conflict with any Federal or State Law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that in the event of a conflict between any provisions of this Agreement and such Federal or State Law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

ARTICLE XVII  
CENTRAL MEAT PACKAGING

See Supplemental Agreement.

ARTICLE XVIII  
HEALTH AND WELFARE

A. The term "eligible employee" shall mean an employee who has worked an average of twenty eight (28) hours per week for a period of four (4) consecutive calendar weeks (112 hours). Such an employee becomes eligible for Health and Welfare benefits on the first day of the second calendar month immediately following the completion of the four (4) consecutive calendar weeks (112 hours) and such date shall hereinafter be referred to as his eligibility date.

B. The Employer shall contribute fifty eight dollars and fifty cents (\$58.50) per month for each eligible employee to the Meat Cutter's Union and Employer's Insurance Fund, which Fund is a jointly administered Employer and Union Trust Fund, as provided in the Trust Agreement. Effective February 1, 1976, said contribution shall be sixty eight dollars (\$68.00) per month for each eligible employee.

C. Contributions to the Trust Fund shall be discontinued as of the first of the month immediately following:

1. A layoff or leave of absence of thirty (30) calendar days or more except as otherwise provided.
2. The employee's ceasing to be an eligible employee due to his failure to work an average of twenty eight (28) hours or more per week for four (4) consecutive calendar weeks (112 hours). For the purpose of this paragraph, an eligible employee who is on an approved personal leave of absence of two (2) weeks or less or on a military leave of two (2) weeks or less shall be credited with the hours he would normally have worked in such week or weeks.

D. Contributions to the Trust Fund shall be continued under the following conditions:

1. In case of illness or non-work accident, six (6) month's contribution following the month in which the illness or injury occurs.
2. In case of pregnancy, one (1) month's contribution after the month in which the employee begins her pregnancy leave of absence.
3. In case of compensable injury, six (6) month's contribution following the month in which the injury occurs.
4. The Employer agrees to pay the contribution to the Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for dishonesty, drinking, or drunkenness on the job or resigns to go into business for himself.
5. Employer contributions which have been discontinued as provided above in Paragraphs D-1, D-2, or D-3, will be resumed on the first day of the month immediately following return to work on the Employer's active payroll after illness, injury or pregnancy leave of absence.

ARTICLE XIX  
PENSION PLAN

1. The Employer shall pay forty three dollars and thirty cents (\$43.30) per month for employees who work an average of twenty eight (28) hours or more per week for the four (4) consecutive weeks immediately preceding the first of the month into a jointly administered Employer-Union Pension Fund. The contributions under this Section shall be due and payable by the tenth (10th) day of each month. Effective August 1, 1976, said contribution will be sixty three dollars and fifty cents (\$63.50) per month for each eligible employee.

2. The jointly administered Employer-Union Pension Fund shall be administered by

an equal number of Trustees representing the Employer and an equal number of Trustees representing the Union. Said Pension Fund shall be used to provide benefits pensions for eligible employees of the Employer as provided in the Pension Plan; said Pension Plan shall, among other things, provide that all benefits under the Plan and cost, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income therefrom shall be paid out of the Pension Fund.

3. Said Pension Plan and Trust Agreement has been submitted to the United States Treasury Department and the approval and rulings are satisfactory to the Employer, that said Plan is qualified under I.R.C. Sec. 401, et, seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

4. A copy of the Trust Agreement and any Amendments thereto shall be made a part hereto, as herein at length set forth . . . Trust Agreement and Pension Plan shall in all respects comply with all applicable legal requirements.

5. Contribution for new employees will not be paid until the first of the month following a full thirty (30) days of employment.

6. If for any reason the United States Treasury Department withholds approval and rulings satisfactory to the Employer, the Parties to this Agreement agree the contribution shall be placed in escrow until a Plan is approved and becomes effective.

7. In case of compensable injuries, the Employer will make contributions for three (3) months including the month in which the injury occurred.

ARTICLE XX  
WAGES

A. See Wage Supplement Attached.

B. PREMIUM PAY

1. A night premium of twenty five cents (25¢) per hour will be paid for all hours worked between 7:00 P.M. and 7:00 A.M. Monday through Thursday, 9:30 P.M. and 7:00 A.M. Friday, and 7:30 P.M. and 12:00 Midnight Saturday. This is separate from, and in addition to, the employee's basic rate. Effective January 18, 1976, the night premium shall be thirty five cents (35¢) per hour.

2. A full time employee who works a full scheduled week as specified in Article VI, Paragraph 2, and who works more than two (2) nights per week shall be paid time and one half (1½) for all hours worked between 6:30 P.M. and 6:00 A.M. on the third (3rd) and subsequent nights. Any employee working under the provisions of this Paragraph shall not be entitled to the night premium set forth in Article XX, Paragraph B-1, immediately above.

3. If Discount Operations make it necessary for stores to be open on Sunday or a recognized legal Holiday as specified in Article VIII, Paragraph A, time worked on Sunday or such Holiday will be outside of the regular work week and will be paid for at double (2) time.

4. An employee who is designated by the Employer as in charge of the delicatessen

shall receive a twenty five cents (25¢) per hour premium over the employee's appropriate length of service progression hourly rate. This shall apply only in delicatessen averaging over \$625.00 weekly. It is understood that the Employer may assign a journeyman at his rate to this position with no additional premium pay.

C. PREVIOUS EXPERIENCE

1. Previous proven comparable meat experience shall be the basis for determination of employee's rate of pay.
2. Previous experience must be stated at time of employment and shown on application for employment, otherwise the employee forfeits any claim under this provision.
3. Claims for rate adjustment based on previous experience must be filed within thirty (30) days of employment date, otherwise the employee forfeits any claim under this provision.
4. Where an employee claims previous experience and does not demonstrate ability and qualifications in line with such experience, the Employer and the Union will discuss and establish the employee's rate based on demonstrated ability and qualifications.

D. NEW MARKETS OR REMODELED MARKETS

On new markets or markets which may be remodeled, the Head Meat Cutter shall be paid for his previous rate for fourteen (14) weeks. At the end of fourteen (14) weeks, the market will be reclassified based on the average weekly sales for the twelve (12) weeks immediately following the first two (2) weeks after opening or remodeling and the Head Meat Cutter's rate will then be adjusted to the new classification with retroactive adjustment to the opening of the market.

In classifying such markets, the pay scale for Head Meat Cutters will be used. On new stores or stores which may be remodeled, the clerk-in-charge of the delicatessen shall be paid his previous rate for fourteen (14) weeks. At the end of fourteen (14) weeks the delicatessen department will be reclassified based on the average delicatessen department sales for the twelve (12) weeks immediately following the first two (2) weeks after opening or remodeling of the store.

E. VOLUME CLASSIFICATIONS

Effective January 5, 1975, January 18, 1976, and January 16, 1977, Head Meat Cutters will be classified on the average sales basis provided herein for new or remodeled markets but based on the average weekly meat sales for the past year. A new list of Head Meat Cutter's flat rates will be established based on reclassification if changes are involved.

Delicatessens will be classified on these same dates to determine whether the department has averaged over \$625.00 for the past year. A list of departments requiring a clerk-in-charge will be established.

F. COST OF LIVING

For the term of this Agreement, all classifications of employees indicated in Schedule "A" Wages shall be covered by the provisions of a Cost-of-Living allow-



ance, as set forth below.

F-1. The amount of the Cost of Living allowance shall be determined and re-determined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the BLS, U. S. Department of Labor (1957 - 100) and referred to herein as the "Index".

F-2. The first Cost of Living allowance shall be effective July 18, 1976, based on the difference between the index figure of November, 1975, and the index figure of May, 1976.

F-3. The second Cost of Living allowance shall be effective January 16, 1977, based on the difference between the index figure of May, 1976, and the index figure of November, 1976.

F-4. The third Cost of Living allowance shall be effective July 17, 1977, based on the difference between the index figure of November, 1976, and the index figure of May, 1977.

F-5. The basis of adjustment shall be a one cent (1¢) per hour allowance for every four tenths (.4) increase in the index during the above stated reviews.

F-6. The index in effect as of the end of the designated month(s) will be the index used to compute Cost of Living increase, if any.

ARTICLE XXI  
UNION COMMITMENT

In consideration the granting of the above conditions by the Employer, Local #442 agrees to furnish men or women who will work for the best interest of the Employer in every way, just and lawful, to give honest diligent service to the patrons of the Employer's establishment, to do everything within their power for the uplifting of the Meat Industry.

ARTICLE XXII  
EXPIRATION

This Agreement shall continue in effect from January 5, 1975, through January 21, 1978, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or prior to an anniversary date thereafter of a desire for termination of, or for changes in, this Agreement.

Sixty (60) days prior to January 1, 1977, the Union will notify the Employer of its desire to make changes in Article XVIII, Health and Welfare. If no agreement is reached by January 1, 1977, then Article X, No Strike, No Lockout, shall not be applicable.

IN WITNESS WHEREOF the said parties have caused copies to be executed by their duly authorized officers this 6<sup>th</sup> day of February, 1975.

MEAT CUTTER'S LOCAL UNION NO. 442

Roy L. Williams  
\_\_\_\_\_  
\_\_\_\_\_

BIG APPLE SUPER MARKETS

Alan J. [Signature]  
[Signature]  
\_\_\_\_\_

SUPPLEMENT A

## A. Wages

	Effective <u>1/5/75</u>	Effective <u>1/18/76</u>	Effective <u>7/18/76</u>	Effective <u>1/16/77</u>	Effective <u>7/17/77</u>
<u>MARKET MANAGER</u>					
3800 or Less	6.60	6.90	7.00	7.25	7.35
3801 to 5000	6.71	7.01	7.11	7.36	7.46
5001 to 6000	6.76	7.06	7.16	7.41	7.51
6001 to 15,000	6.86	7.16	7.26	7.51	7.61
15,001 to 20,000	7.00	7.30	7.40	7.65	7.75
20,001 to 25,000	7.10	7.40	7.50	7.75	7.85
25,001 and Up	7.40	7.70	7.80	8.05	8.15
<u>CUTTING ROOM MAN</u>	6.355	6.655	6.755	7.005	7.105
<u>JOURNEYMAN</u>	6.185	6.485	6.585	6.835	6.935
<u>APPRENTICE</u>					
First six months	3.71	3.89	3.95	4.10	4.16
Second six months	4.02	4.215	4.28	4.44	4.51
Third six months	4.33	4.54	4.61	4.785	4.855
Fourth six months	4.95	5.19	5.27	5.47	5.55
<u>MEAT WRAPPER AND DELI CLERK</u>					
First six months	3.605	3.905	4.005	4.255	4.355
Second six months	3.81	4.11	4.21	4.46	4.56
Third six months	3.86	4.16	4.26	4.51	4.61
Fourth six months	4.00	4.30	4.40	4.65	4.75
Fifth six months	4.27	4.57	4.67	4.92	5.02
Sixth six months	4.95	5.25	5.35	5.60	5.70
<u>PART TIME CLERK*</u> (WRAPPER AND APPRENTICE)	3.42	3.72	3.82	4.07	4.17

\*After six (6) months, to first full time rate step; to advance each six (6) months step, must have year of part time service.