

Pt. 2

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AGREEMENT

BETWEEN

JAN 31 1975

ALMACS, INC.

AND

LOCAL UNION 328

CHARTERED BY

**Amalgamated Meat Cutters
and Butcher Workmen
of North America
AFL-CIO**

Effective Date - June 17, 1974

Expiration Date - June 12, 1976

Dear Member:

Now that you are a part of Local Union 328, we want you to be an active member and have you get better acquainted with us, our developments and our accomplishments. The policies and programs of Local 328 are decided by democratic processes. Your obligation as a Union member does not stop with payment of Union dues. We urge you to attend Union meetings and to take an interest in Union affairs.

Local 328 has been in existence a long time. You do not have to feel alone on your job because all your fellow employees and all the officers and members of the Union are behind you. Through negotiations with your Employer, the Union has established improvements in your wages, hours, working conditions and other benefits you enjoy. This has come about as a result of the strength of unity on the part of all Union officers and Union members.

Local 328 represents you at all times. Whenever you feel you have a complaint or a grievance, do not hesitate to report the matter to the Union.

This booklet is your personal copy of the current Union agreement with your Employer. Read it and become familiar with the scope of benefits and protection the Union provides you on and off the job.

Fraternally,

R. "CAL" CALDARONE, PRESIDENT

N.B. There is a Local 328 Union Shop Steward in your place of employment. Also, a Local 328 Union Business Representative visits your place of employment regularly. Please get to know them.

A G R E E M E N T

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AGREEMENT

WHEREAS, the Company and the Union desire to promote and improve industrial and economic relationships and thereby enhance the welfare of the Company and the members of the Union, and

WHEREAS, the Company and the Union recognize that all employees, whether members of the Union or management are entitled to mutual respect and dignity in their relationship to each other, therefore this Agreement is entered into as of this 10th day of September, 1974, by and between ALMACS, INC. hereinafter referred to as the "Company," and its successors and assigns, and LOCAL UNION 328, chartered by the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, affiliated with the AFL-CIO, hereinafter referred to as the "Union," and its successors and assigns for and on behalf of its members now employed and those who hereinafter may be employed by the Company in the bargaining unit described in Article I.

This Agreement shall be binding upon the Company herein and its successors and assigns and no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, or any other disposition of the Company herein, or by any change to any other form of business organization, or by any change, geographical or otherwise, in the location of the Company herein within the area defined in Article I. The Company agrees that it will not conclude any of the above-described transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof regardless of any change of any kind in management, location within the area defined in Article I form of business organization, or ownership.

ARTICLE I RECOGNITION

Section 1

The Company recognizes and acknowledges the Union as the sole collective bargaining agency and representative of all store employees in all super markets of the Company, present and future of the type presently operated by the Company excluding executives, supervisors, superintendents and store managers whose duties are exclusively confined to directing the operation of the Company's business, for the purpose of collective bargaining with respect 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.

The recognition in accordance with Section 1 above covers the State of Rhode Island and the following cities and towns in the State of Massachusetts: Attleboro, North Attleboro, South Attleboro, Southbridge, Webster, Rehoboth, Dudley, Oxford, Blackstone, Swansea, Seekonk, and Somerset, and in the cities and towns of Brooklyn, Danielson, Moosup, Mystic, North Grosvenor Dale, Pawcatuck and Putnam, Connecticut.

Section 2

Persons included in the bargaining unit as herein defined are hereinafter referred to as "Employees."

Section 3

Unless the context otherwise requires, when reference is made to employees in this Agreement, the singular number shall include the plural and the masculine gender shall include the feminine.

Section 4

An accredited official of the Union will constitute the Union representative in all negotiations between the Company and the Union.

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Section 5

Supervisors' of the Company are not to perform functions in the stores normally performed by the employees.

Section 6

In the event the Company opens any type of food store other than those described in the collective bargaining agreement, the Company has agreed to recognize the Union as the collective bargaining representative of all employees in said store, with the statutory exclusion required by the National Labor Relations Act, and has agreed to meet with the Union for the purpose of negotiating a collective bargaining agreement covering the wages, hours and working conditions of said employees subject to legal validity.

**ARTICLE II
MANAGEMENT**

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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, and for proper cause to transfer, suspend or discharge, are the proper prerogatives of the Company; provided, however, that such actions are taken in accordance with the terms and provisions of this Agreement.

Section 2

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

Section 3

This Agreement and this clause shall have no application to economic decisions of the Company to terminate the business at any or all of the store locations recognized in this Agreement nor to any business decisions related to the termination of business activity including, but not limited to, sales of

fixtures, assets, lease assignments and other associated activities.

Section 4

The Company agrees to notify the Union in advance of any termination of business activity at any of the locations recognized in this Agreement and shall give reasonable notice prior to the opening or termination of any such supermarkets.

Section 5

The Company shall determine the form, manner and type of product it will sell and the work to be performed, if any, by its employees on the products.

ARTICLE III UNION SHOP

Section 1

(a) The Company may secure new employees from any source. When new employees are to be hired in the Company's stores, the Union shall have equal opportunity with all other sources to refer and recommend applicants for employment. Persons referred by the Union shall be given equal opportunity for employment with all other applicants.

(b) The store manager shall introduce each new employee to the Union Steward within 5 days of the new employees date of hire.

Section 2

(a) All 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) All 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 31st day following the beginning of their employment or on and after the 31st day following the execution date of this Agreement, whichever is the latter.

Section 3

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

Section 4

In the event that any employee fails to comply with Section 2 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 7 days of receipt of said notice, provided that such discharge shall be permitted by law.

Section 5

The parties to this collective bargaining Agreement further agree that it shall be their policy to prohibit discrimination of persons solely because of race, creed, color or national origin in hiring, layoffs, promotions and all other terms and conditions of employment.

Section 6

In the event the Union has evidence which leads it to believe that an error has been made relating to rates of pay or the payment of Accident and Sickness or Pension Contributions, the Company agrees to supply the Union within 14 days with payroll data regarding the particular claim.

ARTICLE IV CHECK-OFF

Section 1

The Company agrees to deduct monthly Union dues, including arrears, from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign the

authorization card currently in use for such deduction.

Section 2

(a) Dues for a particular month will be deducted from an employee's earned wages no later than the end of the first payroll period for that month and will be remitted with the check-off list to the Union no later than the 15th day of the month.

(b) Dues in arrears will be deducted from an employee's earned wages following the receipt by the Company of a list of arrearages from the Union and will be remitted with the list of arrears no later than the 15th day of the month following the month the list is sent to the Company.

Section 3

(a) The Company shall continue to obtain from employees dues deduction authorization cards and shall send the Union a copy of the employee's authorization card within 32 days of the date of hire or rehire.

(b) In hiring new employees, the Company shall send a weekly notice to the Union giving the names and addresses, hiring date, classification, full or part time and store location of all new employees hired during the previous week, including military returnees and/or rehires.

Section 4

(a) The Company agrees to deduct any amounts due the Credit Union affiliated with Local 328 and forward the same to the Credit Union; on a weekly basis, provided that the Company receives from the employees a signed form which authorizes such deductions.

(b) The Credit Union will furnish the Company periodically with a listing showing additions and deletions including changes in employees deductions. The Company shall make these changes monthly upon receipt of individual employee authorizations to make such changes.

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ARTICLE V
NO STRIKES, NO' LOCKOUTS, PICKET LINE

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 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, slowdown, walk-out 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.

Section 4

It is understood and agreed that, in the event of a strike by a Union having contractual relations with the Company, which strike is legal and is sanctioned by the International body of such Union, the employees covered by this Agreement shall not be required to cross a picket line.

ARTICLE VI VACATIONS

Section 1

The following is the vacation plan for all employees:

(a) The vacation season for employees who are eligible shall be from January 1 to December 31, in any one year.

(b) A vacation schedule shall be posted listing employees assigned vacation periods.

(c) Selection of vacation periods shall be by departments within each store in the following order:

- (1) Department Heads — by Seniority
- (2) All full time employees by Seniority
- (3) All part time employees by Seniority

(d) The first 2 weeks of vacation shall be consecutive and shall not be split unless requested by the employee and approved by the Company. No vacation period shall be assigned or permitted for less than a full calendar weekly period. Vacation in excess of 2 weeks may be split if deemed necessary by the Company. The third, fourth and fifth weeks normally taken during the winter can be taken at one time if mutually agreed to by the Company and the employee.

(e) If a holiday observed by the Company falls within a Full Time employee's vacation period, the employee shall be given an additional day of vacation with pay to be added directly before or directly after the employee's vacation period, by mutual agreement between the Company and the employee, or the employee may elect to take an additional day's pay in lieu of the additional day of vacation in the first non-holiday week upon his return from vacation.

(f) If a paid holiday as per this Agreement falls within a part-time employee's paid vacation period,

the employee shall receive the holiday hours payment to which he is entitled as per this Agreement and this payment shall be added to his vacation pay.

(g) Employees can be scheduled for vacations during any week or weeks in the year.

(h) A vacation schedule shall be posted by the Company by January 1 of the current year showing vacation selections covering eligible employees for the period of January 1 through March 31 of the current year which, in addition to the period from October 1 to December 31, shall be the vacation period for all weeks of vacation over 2 weeks unless otherwise agreed by the Company and the employee. No later than December 1 of the previous year the Company shall notify the employees in all stores to commence vacation selections.

(i) No later than April 1 of the current year the Company shall complete the vacation schedule showing all vacation selections of all eligible employees for the period of April 1 through December 31 of the current year.

(j) After vacation periods of all employees have been selected and a list has been posted, changes covering this list can only be made by agreement between the Company and the employee.

Section 2

Paid Vacations — Eligibility Covering All Employees (Full-time and Part-time)

(a) Any employee who has completed one year of continuous service with the Company shall be eligible for one week's vacation upon completion of one year's service. 10

(b) Any employee who has completed one year of continuous service with the Company as of January 1 of the year next following his first year of service shall be eligible for one week vacation as of that January 1.

(c) Any employee who has completed 2 years of continuous service with the Company shall be eligible for a second week of vacation upon completion of 2 years service.

(d) Any employee who has completed 2 years of continuous service with the Company as of January 1 of the year next following his second year of service shall be eligible for 2 weeks' vacation as of that January 1, and as of January 1 of each succeeding year thereafter to and including the calendar year in which he will complete 6 years of continuous service.

(e) Any employee who has completed 7 years of continuous service with the Company shall be eligible for a third week of vacation upon completion of 7 years service.

(f) Any employee who has completed 7 years of continuous service with the Company as of January 1 of any year next following his 7 years service shall be eligible for 3 weeks' vacation as of that January 1, and as of January 1 of each succeeding year thereafter to and including the Calendar year in which he will complete 13 years of continuous service .

(g) Any employee who has completed 14 years of continuous service with the Company shall be eligible for a fourth week of vacation upon completion of 14 years service.

(h) Any employee who has completed 14 years of continuous service with the Company as of January 1 of any year next following his 14 years service shall be eligible for 4 weeks' vacation as of that January 1 of each succeeding year thereafter to and including the calendar year in which he will complete 20 years of continuous service.

Effective January 1, 1975

(i) Any employee who has completed 20 years of continuous service with the Company shall be eligible

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for a fifth week of vacation upon completion of 20 years service.

(j) Any employee who has completed 20 years of continuous service with the Company as of January 1, of any subsequent year next following his 20 years of service will be eligible for 5 weeks vacation as of that January 1 and each succeeding year thereafter.

Section 3

Vacations for eligible part-time employees shall be paid on the basis of their average hours worked for the year directly prior to their eligibility date times their current hourly rate of pay at the time they take their paid vacations. Holiday weeks in which an employee did not work, and vacation weeks in the year directly prior to an employee's eligibility date shall not be counted as weeks worked in figuring the employee's average hours worked. 260

Section 4

It is understood that vacations are not cumulative from year to year.

Section 5

(a) Vacations for eligible full time employees shall be paid for at the employees' current rate of pay at the time they take their vacations, (40 hours times the number of weeks entitlement).

(b) Any employee who has become eligible for a vacation but whose employment terminates before going on vacation shall receive his vacation pay, unless his termination is due to his theft of Company property.

(c) Any employee whose employment terminates prior to an eligibility date shall not be entitled to either a vacation or vacation pay, which would have been earned if his employment had continued to such eligibility date.

(d) Any employee who has become eligible for a vacation shall receive payment for his vacation within one week prior to his scheduled vacation period.

Section 6

An employee converted from part time to full time and/or from full time to part time shall receive a vacation based on the average hours worked in the year directly prior to eligibility date times the number of vacation weeks entitlement based on years of service as provided in this article.

All holiday weeks not worked while employees were on vacation and weeks not worked shall not count toward figuring the employees' average hours worked. Holiday weeks in which an employee did not work and vacation weeks in the year directly prior to an employee's eligibility date shall not be counted as weeks worked in figuring the employee's average hours worked.

Section 7

Employees of the Company who return to work for the Company from the armed forces shall receive a paid vacation based on accumulated seniority. Accumulated seniority shall be the total of all time worked for the Company plus all time spent in the armed forces. An employee who returns from a military leave of more than 6 months is not entitled to vacation benefits until he has been continuously employed for a period of 45 calendar days after his return from military leave.

Section 8

Vacation payment shall be made to an employee's estate in the amount that would have been due to the employee for a vacation earned but not taken or paid at the time of his death.

ARTICLE VII HOLIDAYS

Section 1

(a) The Company shall observe the following holidays with pay, regardless of the day of the week on which they fall, for all full-time employees who have been employed at least 31 calendar days beyond their

date of hire, provided, however, that in order to be paid for the holiday, a full-time employee must work 32 hours in the holiday week or his scheduled working day before and after a holiday except for absence due to death in family in accordance with Article 14 of this Agreement.

If an employee is serving on jury duty or is injured on the job in a holiday week and is absent, his scheduled work day before or after the holiday or both because of jury duty or the injury, he shall not suffer the loss of the holiday pay.

(b) Paid Holidays

RHODE ISLAND

New Year's Day	Major Holiday
Memorial Day	" "
Independence Day	" "
V-J Day	" "
Labor Day	" "
Columbus Day	" "
Veteran's Day	" "
Thanksgiving Day	" "
Christmas Day	" "
Birthday Holiday	" "

Effective 6-17-75 Personal Holiday

MASSACHUSETTS

New Year's Day	Major Holiday
Washington's Birthday	Major "
Patriot's Day	Minor "
Memorial Day	Major "
Independence Day	Major "
Labor Day	Major "
Columbus Day	Minor "
Veteran's Day	Minor "
Thanksgiving Day	Major "
Christmas Day	Major "

Effective 6-17-75 Personal Holiday

Section 2

(a) Part-time employees shall receive 4 hours pay for any of the above listed holidays, provided, they have been continuously employed by the Company for 90 days or more. Part-time employees who qualify for holiday pay shall receive 4 hours extra pay in addition to their hours worked in the holiday week.

(b) Each part-time employee who has been employed for 90 days or more and who has averaged 23 hours or more working time per week under the following formulae shall receive 6 hours' pay at his regular rate for all holiday pay:

A part-time employee employed in the last quarter of a calendar year shall be paid holiday pay for 6 hours at his regular rate in the succeeding calendar year if the average of his hours worked in all weeks of the quarter — disregarding any week in which no hours were worked — equals 23 or more. A part-time employee whose average hours worked during the quarter does not equal 23 hours, shall not be paid for 6 hours at his regular rate for such holidays during the succeeding calendar year.

A part-time employee who was not employed during the full final quarter of the calendar year preceding the date at which he first completes 90 days of employment shall be paid holiday pay for 6 hours at his regular rate of pay for all such holidays, provided that the average of his hours worked — disregarding any weeks in which no hours were worked — for the total weeks of employment in the calendar quarter year immediately preceding the date on which he first completed 90 days of employment shall equal 23 or more hours. In the event the average does not equal 23 or more hours, he shall not be paid holiday pay of 6 hours at his regular rate during the calendar year in which he first completed 90 days of employment.

Section 3

No employee shall be required to work beyond 6:15 P.M. on the eves of Christmas and New Year's Day.

Section 4

When the Company opens any of its stores on a holiday, the employees of said stores, who are not scheduled to work on the holiday, and who are called in to work, must be scheduled a minimum of 4 consecutive hours at the holiday rate of pay.

Section 5

A part-time employee who works full time in a holiday week shall receive eight hours holiday pay.

Section 6

An employee who is temporarily transferred across the border of a state in a holiday week shall receive holidays according to the holiday provision of the state from which he was transferred and not the holidays of the state to which he is transferred. No employee shall receive more than eleven (11) holidays with pay in any calendar year.

Section 7

The Company agrees that it will instruct district managers in writing to arrange the work schedule for Election Days so that all employees shall have an opportunity to vote.

Section 8

Regular full-time employees (Rhode Island only) shall be entitled to their birthday as a paid holiday, effective immediately after ratification and in the following manner:

1. An employee shall not work on his birthday, if he is scheduled to work. He shall be given the day off with pay except that a paid holiday and the birthday holiday are not to be taken in the same week nor taken on a Saturday unless by mutual agreement between the employee and the store manager.

2. If the employee's birthday falls on a non-scheduled day, such as Sunday, a holiday, or his day off, he shall receive another day off with pay. Such other day off shall be arranged through the employee's store manager.

3. It shall be the employee's obligation to notify the store manager of his birthday prior to the making of the work schedule for the week in which the employee's birthday occurs.

4. If the employee works on his birthday for whatever reason, he shall receive another day off with pay. Such other day off shall be arranged through the employee's store manager.

5. The birthday holiday does not establish the week in which it falls as a regular holiday week such as provided for in Article VII and XXVIII of the current Labor Agreement.

6. Effective 6-17-75 all employees will be entitled to a Personal Holiday with pay, to be arranged by mutual agreement between the employee and the Store Manager. This constitutes the 11th paid Holiday. The employee shall notify the Store Manager of his choice of Personal Holiday at least one week in advance of such Holiday.

Section 9

Part-time employees (Rhode Island only) shall be entitled to their birthday as a paid holiday and shall receive this paid holiday under the same conditions as full-time employees, and as set forth in Sections 2 and 8 of this Article.

ARTICLE VIII LEAVE OF ABSENCE

Section 1

Employees, when called upon to serve as Officers of the Union, shall be granted a leave of absence without pay. Upon termination of said office with the Union, they shall upon request be restored within 15 days from the date of the request to their positions or substantially equivalent positions, at their former rate of pay plus any increases granted for such positions during their absence.

Section 2

Any employee on approved leave of absence shall continue to accumulate all seniority rights. Such leaves include but are not limited to military leave, union leave, or absence due to illness (whether due to sickness or injury, job related or otherwise, paid or unpaid), subject however, to the conditions set forth in this Agreement.

Section 3 — Pregnancy Leaves for Female Employees

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(a) A 6 months' pregnancy leave of absence, without pay, requested in writing on a Leave of Absence form will be automatically granted to any female employee with 1 year or more of continuous service. 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 to the Company from her physician that she is physically capable of returning to work. She shall be returned to work no later than the 2nd Monday following the date, satisfactory proof of her ability to return is received by the Company.

(b) An employee on a pregnancy leave will be automatically terminated if:

She does not return at the end of her 6 months leave of absence.

She works for another employer while on leave without express permission, in writing, from the Company to be so employed.

(c) An extension of a pregnancy leave, not to exceed 3 months, will be automatically granted by the Company upon request in writing from the employee if physical complications develop during or after birth.

Section 4 — Other Leaves of Absence for Employees

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(a) A leave of absence without pay, not to exceed 6 months may be granted to any full-time employee with 1 year or more of continuous service (up to 3 months for part-time employees with 1 year or more of continuous service, except up to 6 months for Pregnancy).

(b) An employee on an approved leave of absence will be automatically terminated and considered as a resignation if:

He does not return to work when the leave of absence expires.

He works elsewhere while on leave without express permission, in writing, from the Company to be so employed.

Section 5

Any employee who seeks a leave of absence in accordance with the provisions herein shall be notified by the Personnel Office in writing within 14 days of the date the Company receives the request if the leave has been approved or denied. This letter shall specify the time limit placed on the leave. The Company shall send the Union a copy of such letter.

Section 6

An employee who desires to extend his leave of absence shall make his request in writing. This request shall be sent to the Company and shall be subject to the Company's approval. The Company shall reply to the employee's request within 14 days of the date the Personnel Office received the request. The Company shall send the Union copies of any correspondence covering an employee's request to extend a leave of absence.

Section 7

An employee on an authorized leave of absence, who is covered by any or all of the Company's Insurance Programs (Accident and Health Insurance, Major Medical, Group Life Insurance, and Pension Plan) will continue to be covered by said programs, as at present, while on leave and in accordance with the terms and conditions of the Insurance Contracts and Pension Plan, providing the employee continues the said coverages and makes the required premium payments for the said coverage throughout the term of the leave of absence subject to the provisions of Section 8 and 10 (b) of this Article.

Section 8

Employees on approved leaves will be notified accordingly and in writing by the Company. The Company will send the Union a copy of the notification. The Company will outline in the notification letter the employee's responsibility of making regular premium payments to continue their good standing in the Group Insurance Programs. Employees who return to work following their approved leave of absence and within the authorized periods, provided they continue to work for the Company, will be reimbursed by the Company for the full amount of Group Insurance premiums normally paid by the Company.

Section 9

Leave of Absence Forms as mentioned under this Article shall be obtained from the District Manager.

Section 10

(a) In the event that an employee is unable to work due to sickness or accident, the employee shall, except in the case of pregnancy, be re-employed at such time as the employee is able to resume his normal duties, provided that the employee is able to resume such duties within 12 months.

(b) In the case of an accident on the job, the employee shall be re-employed up to a period of 2 years from date of the accident, provided he is able to perform the duties of his former job or any new job he may be returned to by agreement between the Company and the Union.

(c) Employees losing time under this Section resulting from an injury on the job shall continue to be covered under the regular sickness and accident programs, weekly indemnity, group life insurance, major medical and hospitalization, for any injury or illness sustained during this absence. The cost of maintaining these benefits shall be borne by the Company for a period up to 6 months. The employee may continue to be covered for up to an additional 6 months provided he reimburses the Company the required group rate premium.

Section 11

The Company to supply the 'Union' with 7 complete copies of their Insurance Contract.

Section 12

All leave of absence under this Article must be approved in writing by the Personnel Department to be effective.

ARTICLE IX SHORTAGES

Section 1

In the event a shortage is found to exist other than for fraud or theft, the Company will take into consideration the employee's past work record before taking any disciplinary action.

Section 2

Any employee who is charged with a shortage of any kind shall be entitled to a hearing in the presence of the Union Representative of the Local Union and store supervisor.

Section 3

In the event of an alleged shortage, the Union may examine copies of store transactions concerning such alleged shortage for purpose of checking the figures.

Section 4

Employees handling cash shall not be held responsible for cash drawer balances unless the employee has been given the opportunity of counting the cash before and after the day's business and has been given the register readings before and after the cash has been counted. This shall be permitted on Company time.

Section 5

Only one employee shall be empowered to ring the cash register or have access to the cash register drawer for which the employee is held responsible.

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ARTICLE X
WEARING APPAREL AND TOOLS

Section 1

The Company agrees to furnish and launder without cost to the employees, any special and specific wearing apparel that it may require the employees to wear, such as coats, aprons, smocks, mesh aprons and head dress.

Section 2

The Company agrees to supply each of its meat departments with at least 1 mesh apron.

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Section 3

The Company further agrees to furnish all tools required by the Company without cost to the employees.

Section 4

Employees who are required to work outside in foul weather conditions or in freezers, will be furnished with outer protective clothing.

Section 5

The Union agrees that the employees shall use these items with reasonable care and only for the purpose for which they are intended.

Section 6

The Company shall make gloves available to any employee who receives shipments of merchandise (receivers).

Section 7

The Company shall furnish any employee who works on the bakery, delicatessen, or any other department where cooking ovens are involved, with elbow length asbestos gloves.

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Section 8

All members employed in the Meat Department will be issued a thermal vest upon request. Vest orders will be made through the store manager. One (1)

vest per contract. The Company shall not be required to launder thermal vests.

Section 9

The Company agrees to furnish at no cost to the employees any apparel needed by employees necessitated by the Company's compliance with State or federal laws or regulations.

ARTICLE XI EMPLOYEE'S VEHICLES

No employee shall be obliged to use a privately owned vehicle for Company business, provided, however, that the Company will make the employee whole for any damages caused to his vehicle when used for Company business and Company's request; and, in such case, the Company will be subrogated to the employee's rights against any third person who may have caused such damage, and employee will execute such papers as necessary in connection with such right of subrogation.

ARTICLE XII HEALTH AND ACCIDENT INSURANCE HOSPITAL AND MEDICAL PLAN

Section 1

It is agreed between the Union and the Company that the plans covering Group Life Insurance, Accidental Death and Dismemberment Insurance, Weekly Sickness and Accident Insurance and Group Hospitalization and Surgical Insurance currently in effect for all employees and their dependents and not affected by the improvements herein this Article shall remain in effect during the life of this Agreement.

Section 2

It is agreed that the Company shall provide the following benefits as set forth below, at no cost to the employees covered thereunder, except as indicated in Sec. 5b. Group Life Insurance Employees "Optional," and except as set forth in Article VIII of this Agreement.

Section 3

A full-time employee and his dependents, if any, will be covered on the first enrollment date after completion of 3 months continuous full-time service with the Company.

Section 4

A Part-time employee with 6 months part-time service and who is promoted to full-time service will be covered with individual and his dependents, if any, on the first enrollment date following one month full-time service.

Section 5

(a) The following Group Life Insurance plan shall become effective for all full-time employees on the first enrollment date following completion of 3 months continuous full-time service. All part-time employees having at least 6 months part-time service and who are promoted to full-time service shall be covered on the first enrollment date following completion of one month of full-time service.

All Full-time Employees

		Non-Contributory Option
Life	\$10,000	\$10,000
AD & D	10,000	10,000
Nova	10,000	10,000

(b) An eligible employee may carry the optional amount of life insurance at the rate of \$.60 per thousand per month.

(c) All employees whatever their date of hire shall be entitled to contributory Insurance coverage in the amount of \$1,000.00 or \$2,000.00 up to \$10,000.00 as set forth in the foregoing schedule and the Company shall make the necessary arrangements to secure this contributory coverage from the same Life Insurance carrier that provides the non-contributory coverage.

(d) The terms of the life insurance and accident and health plans are fully described in the group insurance plan booklet and the group insurance contract of the Company with its insurance carrier which are incorporated by reference into this agreement.

(e) A part-time employee with at least 6 months of service shall be covered with \$1,000.00 life insurance, \$1,000.00 AD&D paid for by the Company.

Section 6

(a) Employees who qualify for Accident and Health benefits shall receive $\frac{2}{3}$ rds of their basic weekly wage up to a maximum of \$100.00 per week for 26 consecutive weeks. Full-time female employees on pregnancy leave will receive such weekly indemnity benefits for up to 26 weeks.

(b) The cost of this plan shall be paid for by the Company.

Section 7

The Company will continue to pay the Temporary Disability Tax to the State of Rhode Island for those full-time employees to whom it is applicable. In computing the Weekly Indemnity due an employee, the weekly indemnity is inclusive of payments under the Rhode Island T.D.I. However, the dependent allowance in Rhode Island Temporary Disability Payment shall not be included in the amount payable as Weekly Indemnity by the Company.

Section 8

(a) Effective September 1, 1973, the Company agrees to pay for each single full time employee the cost of an individual coverage and for a married full-time employee the cost of a family coverage for the following:

(1) Semi-Private Rhode Island Comprehensive Blue Cross Hospitalization Plan, or its equivalent.

(2) Rhode Island Medical Society Physicians Service Comprehensive plan 100, or its equivalent.

(3) Major Medical maximum \$250,000 plan, Rhode Island, Blue Cross — Physicians Service, or its equivalent.

(b) Effective September 1, 1973, the Company agrees to pay for each part-time employee having 6 months of continuous part-time employment, the cost of an individual coverage for the following:

(1) \$50.00 Rhode Island Comprehensive Blue Cross Hospitalization plan, or its equivalent.

(2) Rhode Island Medical Society Physicians Service Comprehensive plan B, or its equivalent.

(3) Major Medical — \$5,000.00.

The above will be provided and the benefits paid notwithstanding that the part-time employee may receive similar coverage from another plan or source.

(c) The Arbitration Article of this Agreement shall not apply to the provisions of this section.

Section 9

With regard to an eligible employee covered hereunder who is related to another employee working in any branch of Almacs, Inc., only one family plan coverage will be permitted.

Section 10

The eligibility requirement for Weekly Indemnity Benefits for injured employees shall begin on the first day of injury and for employees' illness after the 4th day of illness.

Section 11

Female employees who are widowed, divorced, or legally separated, will be given coverage under the Group Hospitalization, Major Medical and Surgical Benefits for individual and dependents, if any.

Section 12

Health and accident, hospitalization, surgical and major medical benefits to employees and their de-

pendents are provided in accordance with the terms and provisions of the Insurance Contracts.

Section 13

Weekly benefits are paid to an insured employee when disabled or unable to work as a result of a non-occupational accident or sickness for which he is under the care of a Physician.

Section 14

Effective January 1, 1975 a Basic Dental Plan will be put into effect covering:

1. Eligible Full Time employees and spouse.
2. Eligible Part Time employees only.
3. Part Time employees appointed Full Time after January 1, 1975 will be eligible for Full Time coverage as per #1 above the first enrollment date after appointment to Full Time.
4. Part Time employees hired after June 9, 1974 will be enrolled in the Dental Plan upon completion of three years of continuous service.

An additional descriptive brochure including schedule of Dental Allowance will be given to each member as soon as they are printed.

Maximum Benefit

Full Time Employee
and Spouse \$400 per calendar year per person
Part Time
Employee \$200 per calendar year.

Type I Expenses

Insurance Company
pays 80% of scheduled allowance
Employee pays Balance

Includes:

1. Cleaning
2. Examination
3. X-rays
4. Fillings (Normal)

5. Extractions
6. Gum Work — Gingivectomy and other gum disease
7. Pulp Work — Pulp capping, vital pulautomy, etc.
8. Root Canal Work — Therapy including filling of Root Canal
9. Oral Surgery — Removal of impacted teeth etc.
10. Fluoride Treatment

Type II Expenses* — \$50 Deductible per person per calendar year

Insurance Company pays 50% of scheduled allowance
 Employee pays Balance

Includes:

1. Bridges
2. Crowns
3. Dentures
4. Inlays

* All Type II expenses are subject to a waiting period of six months.

Example: Type I Filling involving one tooth surface

Charge — \$8.00

Insurance Company pays 80% of scheduled allowance or	\$6.40
Total Cost to Employee	1.60
	\$8.00

**ARTICLE XIII
PAID SICK LEAVE**

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Section 1

(a) Full-time employees with 6 months or more of continuous full-time service shall be eligible to receive paid sick leave (computed on basic pay only) in accordance with the following schedule.

**Seven (7) days not accumulative between
June 17, 1974 - June 16, 1975.**

**Seven (7) days not accumulative between
June 16, 1975 - June 12, 1976**

For sick leave not used in the above periods an employee shall be paid for 100% thereof at his regular rate of pay within 30 days after the close of the period in which the unused sick leave occurred.

(b) Part-time employees (hired prior to June 16, 1974) upon completion of 6 months; but less than 3 years service shall be eligible to receive paid sick leave as follows:

- June 17, 1974-
June 16, 1975 15 hours not accumulative
- June 16, 1975-
June 12, 1976 15 hours not accumulative

(c) Part-time employees with 3 years or more of continuous service shall receive paid sick leave as follows:

- June 17, 1974-
June 16, 1975 20 hours not accumulative
- June 16, 1975-
June 12, 1976 20 hours not accumulative

For sick leave not used in the above periods an employee shall be paid for 100% thereof at his regular hourly rate of pay within 30 days after the close of the period in which the unused sick leave occurred.

Section 2

The day directly before and directly following a holiday shall not be considered as paid sick leave days unless a doctor's certificate is provided.

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ARTICLE XIV
DEATH IN FAMILY

Section 1

In the event of a death in the immediate family of any employee, full-time employees shall be granted three scheduled days leave without lost in basic pay. Part-time employees shall be granted 3 days leave only according to the hours they are regularly scheduled to work during this period. For the purpose of this Article, it is agreed that a member of the immediate family shall be considered to be the employee's wife, husband, child, father, mother, brother, sister, mother-in-law, father-in-law, or any member of the family residing in the employee's home. The date of notification of death for those employees who are on the job shall not be counted as one of the three days' funeral leave.

In the event of the death of a full-time employee's spouse or child, he shall receive five scheduled working days off without loss in basic pay. In the event of the death of a part-time employee's spouse or child, he shall receive five scheduled working days off without loss in basic pay only according to the hours he is regularly scheduled to work during this period.

Section 2

Any employee who is on a paid vacation at the time of death of a member of the employee's family, as listed above, shall be entitled to an additional three or five days off as vacation immediately following the employee's regular vacation.

Section 3

In the event of the death of a grandparent or grandchild of an employee, the employee shall be granted one day off without loss in basic pay to attend the funeral.

Section 4

In the event of the death of a brother-in-law or sister-in-law of an employee, the employee shall be granted one day off without loss in basic pay to attend the funeral.

ARTICLE XV INJURIES

Section 1

In cases where injuries are sustained on the job, and where the employee, full or part time, is unable to work his scheduled hours because of said injury, such employee shall not suffer any loss in pay for a maximum of five (5))days within a period of ten (10) days after day of injury. The day of injury shall not be counted as one of the five compensable days.

Section 2

In the event of an injury sustained on the job which does not immediately result in loss of time at work, the above provision will be applicable, as of the first time the injury or the post injury infection results in loss of time from work.

Section 3

The Company will pay a maximum of 5 days within a period of 10 days for injuries and post injury infections referred to herein. The employees payment for the 5 days out of 10 by the Company shall be inclusive of but not in addition to Workmen's Compensation payments. Commencing thereafter said employees shall receive whatever they are entitled to under Workmen's Compensation.

Section 4

No more than a total of 5 days pay shall be allowed for any one injury.

ARTICLE XVI BULLETIN BOARDS, ETC.

The Company agrees to install and maintain in all stores:

(a) A Bulletin Board for Company and Union Notices.

(b) A First Aid Kit adequately equipped at all times with first aid supplies.

ARTICLE XVII
SHOP CARDS

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

ARTICLE XVIII
DAILY REST PERIODS

G21/8

Section 1

Any employee scheduled for 7 or more hours of work shall receive two 15 minute relief periods with pay.

Section 2

Any employee scheduled for less than 7 hours of work shall receive one 15 minute relief period with pay.

Section 3

For each 4 hours work an employee is scheduled to work, he shall receive one 15 minute relief period with pay.

Section 4

Rest Periods will be given as near to the middle of the forenoon/afternoon/evening work period as possible.

ARTICLE XIX
JURY DUTY

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Section 1

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 pay does not equal his 5-day weekly rate of pay the Company will make up the difference. The employee shall not be required to work the 6th day in a week or the 5th day in a holiday week, if the sum of work pay and jury duty pay equals at least 5 days pay in

the particular week of jury duty service. If an employee is relieved from jury duty for the remainder of the day prior to 12:00 noon he shall report within a reasonable time after his release.

Section 2

The employee will furnish documentary evidence of his call to serve as a juror and the payment received therefore as soon as it is available to him.

Section 3

Employees receiving payment for time lost in this section shall not receive payments under any other provision of this Agreement.

Section 4

If an employee works on the 6th day in a regular week or on the 5th in a holiday week after having served on the Jury the corresponding 5 or 4 days he shall receive time and one-half for each hour worked on that day.

ARTICLE XX VISITING STORES

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

ARTICLE XXI NO INDIVIDUAL AGREEMENTS

Section 1

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

Section 2

It is mutually agreed that no member of the Union covered herein shall have the right to waive or modify any of the terms of this Agreement.

ARTICLE XXII

MILITARY BENEFITS

Section 1

Any employee who serves in the National Guard or in National Reserve Training in any branch of the Armed Service shall be granted a leave of absence in accordance with the following provisions:

(a) All members of the National Guard or other National Reserve Training in our employ who present an authorized letter from their Company Commanders shall be allowed a leave of absence which coincides with their normal 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 with Company Supervision to take their vacation at another time. Some men will have orders to report a few days early to set up camp. This extra time should be allowed upon the presentation of these orders to Company Supervision.

(b) Regular full-time employees with 2 years service or over who leave the Company's employ to join the armed forces of the United States for a period of not less than 2 years and as defined in the Selective Service Act of 1948 as amended shall receive 2 weeks pay at their prevailing rate of pay for a regular work week at the time of their induction into said services, and part-time employees with 3 years service or over who have averaged less than 30 hours per week for the 1 year directly prior to leaving the Company's employ to join said services for a period of not less than 2 years shall receive 2 weeks pay at their current part-time hourly rate of pay times their average hours worked in the 1 year period, at the time of their induction into said services. The aforementioned payments will be paid no more than once to any employee. The Company reserves the right to terminate the aforesaid payments if in

its opinion the present world conditions or circumstances requiring the drafting of men for Armed Services changes substantially. However, this will not be done without first discussing it with the Union.

Section 2

The Company agrees to reinstate within 2 weeks following his application for reinstatement, any former employee who has re-employment rights under the law, who provides sufficient evidence of such to the Company when he applies for reinstatement, and who has applied for reinstatement within the legally required period of time after his date of discharge.

Section 3

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 4

Employees who are reinstated to employment after serving in the Armed Forces shall receive their former job classification and rate of pay plus any general increases applied to their former rate of pay since they entered the Armed Forces.

Section 5

Employees who are reinstated to employment after serving in the Armed Forces shall receive credit for the time spent in the Armed Forces. This time (Armed Forces) shall be added to their service time with the Company. They shall receive pay rates, vacation and all other benefits based on accumulated seniority (Armed Forces time plus service with the Company). All employees who return to work for the Company after serving in the Armed Forces shall be granted all rights and privileges provided by the Selective Service Act of 1948 as amended, and as provided by other applicable law. Time spent in military service by apprentice meat cutters shall not be credited as time worked for purposes of accruing service on the progression scale.

ARTICLE XXIII
SENIORITY

Section 1

(a) The principle of seniority shall apply in all layoffs due to lack of work covering all employees in a mutually agreed upon geographical area in accordance with the following provisions.

(b) Employees employed less than 31 days shall have no seniority rights. Employees shall be on probation for the first 31 days of their employment.

(c) In the process of a layoff within the job classification of meat department managers due to closed-out stores, meat department managers shall not exercise their seniority over one another. However, a meat department manager of a closed-out store regardless of his length of service shall have the right to displace the junior head meat cutter, or the junior meat cutter. A meat department manager of a closed-out store, when reduced to a lower job classification, shall carry in the lower job classification his total of all full time service with the Company.

(d) In the application of seniority in layoffs among employees in the same job classification (except c of this section) each employee's seniority shall be equal to and limited to their actual full time service in the same job classification.

(e) In the process of a layoff, except as otherwise specifically set forth in this Article, the junior employee in any job classification shall have the right to exercise his seniority first in the lower job classifications in the order in which they are listed in the same numbered group of job classifications and then in any job classification appearing in any lower numbered group of job classifications starting with the next lower numbered group of job classifications listed below and in the order of the classifications in each numbered group.

GROCERY DEPARTMENT

1. Grocery Dept. Head
Head Grocery Clerk
Ass't Head Grocery Clerk
Bookkeeper
Full Time Clerks
Part Time Clerks
Service Clerks

PRODUCE DEPARTMENT

1. Head Produce Man
Ass't Head Clerk

MEAT DEPARTMENT

1. Meat Dept. Heads
Head Meat Cutter
Apprentice Meat Cutter
Delicatessen Head

PART TIME MEAT CUTTERS

Bookkeepers may exercise their seniority through classifications of full time clerks and part time clerks.

Full Time Clerks and part-time clerks may exercise their seniority in all departments.

Meat Cutters may exercise their seniority through any lower classification, including Part Time Meat Cutters. No other classification may bump a Part Time Meat Cutter. A Part-time Meat Cutter may exercise seniority through the classification of Part-time Clerks and Service Clerks provided he accepts the work and rate of the displaced Part Time Clerk or Service Clerk.

(f) The junior employee in any job classification when reduced to a lower job classification shall carry in the lower job classification his total of all full-time service with the Company.

(g) Full-time employees shall have seniority rights over part-time employees.

(h) An employee shall be terminated in the event of any of the following:

(1) The employee quits, or

(2) The employee is discharged for just cause,
or

(3) The employee, while on leave of absence, accepts work with another Company (except for employment with the Union), unless he has written permission from the Company. The Company will furnish the Union with a copy of such permission when granted.

(4) The employee fails to report for work from a layoff within 10 working days (part-time within 72 hours) from the date the notice of recall was sent by the Company, by certified mail, return receipt requested, to the employee, or

(5) The employee has not worked for the Company for 6 consecutive months from date of layoff.

(6) As provided for under the terms of the Leave of Absence Article hereof.

(7) The employee does not return as provided for under Sec. 2 hereof.

(i) In layoffs due to lack of work, the senior full-time employee, within his classification and within a mutually agreed upon geographical area, shall have the right to displace the junior employee within said classification and within said area.

(j) In the application of seniority in layoffs, displacements or recall among full-time employees, the date determining an employee's seniority date shall be equal to the date the employee was either employed for, or appointed to full time work with the Company.

(k) A junior full-time employee, 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 part-time work is available within the same job classification even if this means replacing a part-time employee.

(l) Company layoffs up to 6 months for full-time employees and up to 3 months for part-time employees or absence due to sickness or injury up to 12 months shall not break seniority rights, relative to rate of pay, vacation credits and benefit plan programs, if any.

(m) A junior full-time employee who has been reduced to part-time shall be scheduled for the maximum available part-time hours in the department, and in the area which reasonably conforms with his former place of employment.

(n) No employee shall be laid off or have his hours reduced until the completion of his scheduled work week. A part-time employee shall be notified of layoff by 3:00 P.M. Friday.

(o) Layoffs among part-time employees shall be by seniority.

Section 2

Recall (except as stipulated for certain employees covered by the terms of the Security Article XXXII of this Agreement).

(a) The junior full-time employee who accepts temporary part-time work shall be given first preference for full-time work within his classification when it becomes available.

(b) Part-time employees employed 31 days or more shall have seniority rights within the store and 90 days recall rights within the area which reasonably conforms with his former place of employment.

(c) In recall, the last full-time employee laid off within a classification shall be the first full-time employee to be recalled within such classification and within a mutually agreed upon geographical area.

(d) Irrespective of whether the junior full-time employee accepts part-time work or not, his name will be placed in a pool for recall. Part-time employees laid off according to seniority will be placed in a pool for recall. Recalls will be governed by the provisions of this Article concerning the subject of recall.

(e) Employees laid off for lack of work in accordance with the provisions of this Article shall be given preference in re-employment and such preference of employment shall be offered to the employees within an area which reasonably conforms with their former place of employment. 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 employment.

Section 3 — Promotions

(a) The Company shall continue its efforts to train senior employees to fill higher rated classifications.

(b) Promotions to head meat cutters shall be made from full-time meat cutters.

(c) In the matter of promotions, the Company shall have the right to exercise its judgment of fitness and ability and shall make final determination after giving due regard to seniority and after considering suggestions and recommendations of the Union.

(d) When a full-time clerk is needed, preference shall be according to seniority and according to recall rights of any part-time employee, provided he is available and qualified for full-time work.

(e) Preference for appointment to apprentice meat cutter shall be given to full time clerks with 3 or more years service.

(f) Full-time employees will be given preference for advancement to better paying jobs.

(g) Available hours, Senior Part-time Employees — The Company will schedule the most available part-time hours within the store and within part-time employees working assignments to the senior part-time employees within the same assignments.

Section 4 — Miscellaneous

(a) Any discharged employee who is reinstated through the grievance or arbitration procedure of this Agreement shall have his seniority status made whole upon his return to work.

(b) A junior full-time employee reduced to part-time due to lack of work shall be eligible for his benefits, as of the date of his reduction, for a period not to exceed 6 months.

(c) Meat Dept. Heads of closed-out stores shall be given consideration for meat manager's position in any openings that may occur.

(d) Demoted Managers — Managers who are demoted shall be treated in accordance with the following stipulations:

(1) If he has been a manager for less than one year, he shall receive his former rate of pay plus any increases he would have received had he not been made manager.

(2) If he had been a manager for more than one year, he shall receive the classification rate in his new assigned classification.

(3) If the demotion is due to a serviceman returning to work, the employee so demoted shall receive his former rate of pay plus any increases he would have received had he not been made a manager.

(e) Upon request by the Union, the Company shall furnish yearly, an up-to-date seniority roster of the employees showing the employee's name, classification and seniority date.

(f) A part-time employee appointment to permanent full-time employment shall receive credit for his part-time employment towards his full-time wage and seniority on the basis of 2 part-time weeks equals 1 full-time week.

(g) A junior full-time employee will be given 1 week's notice or one week's pay in lieu of notice in the event he is to be reduced to part-time work.

(h) In the process of a layoff affecting meat cutters and apprentice meat cutters, the junior meat cutter shall displace, within a mutually agreed upon geographical area, the apprentice meat cutter with the greatest amount of service as an apprentice meat cutter, if any. The apprentice meat cutter with the greatest amount of service as an apprentice meat cutter shall displace, within a mutually agreed upon geographical area, the apprentice meat cutter with the least amount of service as an apprentice meat cutter, if any. The apprentice meat cutter with the least amount of service as an apprentice meat cutter shall displace, within a mutually agreed upon geographical area, the junior general duty full-time meat clerk. However, a meat cutter, hired as a meat cutter, and with 24 months or less service as a meat cutter is junior to an apprentice meat cutter having 24 months total full-time service with the Company.

(i) 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 of governing such enlistments, shall retain seniority rights in conformance with the provisions of the Act and its amendments.

(j) The Company will notify the Local Union Office of all full-or-part-time employees who are terminated for any reason and explain the reason for such termination.

(k) Employees referred to in Article XXXII (Security) Sec. 2(a)(b) shall have super-seniority over regular part-time employees.

ARTICLE XXIV STEWARDS

Section 1

The Union shall have the right to appoint one of its members within each store to the position of regular Union Steward and a substitute to act in his absence.

Section 2

Regular Union Stewards shall have top seniority with respect to layoffs within their departments within their respective stores of the Company.

Section 3

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

Section 4

The Union shall supply the Company with a list of Stewards and store locations.

Section 5

The Steward shall have the authority to handle employee grievances and any violations of the provisions of this Agreement upon occurrence of such violations. The Steward shall meet with the Store Manager and attempt to settle the matter immediately. Failing to arrive at a settlement, he shall report the violation to the Union Representative who will meet with the Store Manager and/or other interested parties and attempt to settle the matter.

ARTICLE XXV GRIEVANCES AND ARBITRATION

Section 1

(a) In the event that a problem should arise, the employee may take up this problem with his District Manager, Department Manager, Union Business Representative or Steward for adjustment.

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(b) If the employee feels that this problem has not been solved to his satisfaction and he desires to make this a grievance, the grievance shall be dealt with in the following manner:

First Step:

The employee may report his grievance to the Steward or Union Business Representative who will meet with the Department Manager or District Manager to adjust the grievance. In the event of the Steward handling the grievance, the final settlement of the grievance shall be first approved by the Union Business Representative.

Second Step:

If the grievance is not settled, the Union Business Representative shall meet with the Company's District Manager and attempt to settle the grievance.

Third Step:

If the grievance is not settled, the grievance shall be referred, in writing, to the Company's Industrial Relations Department. The Industrial Relations Department shall discuss the grievance with the Union Business Representative and endeavor to settle the grievance. In the event the grievance is not settled in the third step, it may be submitted to arbitration.

NOTE:

Controversies involving the suspension or discharge of any employee shall be called to the attention of the Company Industrial Relations Department, in writing, within 14 days after the event, or shall otherwise be treated as waived and the matter closed to further consideration.

Section 2 — Arbitration Procedure

(a) In the event that the Company and the Union are unable to adjust or settle any dispute or grievance concerning the terms and provisions of this Agreement, after making a reasonable effort to do so, then the dispute or grievance may be submitted to arbitration. If the grievance is referred to arbitra-

tion, it must be done in writing and all interested parties must be notified within 7 days after the final decision has been given under the third step of the the grievance procedure or the grievance shall otherwise be treated as waived and the matter closed to further consideration.

(b) It is agreed by both the Union and the Company that the services of the Federal Board of Mediation and Conciliation shall be used.

(c) The decision of the Arbitrator or Arbitration Board shall be final and binding upon all parties and all parties agree to abide and comply with such decision. The Arbitrator or Arbitration Board shall have no authority or power to add to, detract from or alter in any way the provisions of this Agreement or any subsequent amendments thereof.

(d) The expense of arbitration shall be borne equally by the Union and the Company.

ARTICLE XXVI

EXERCISE OF MEMBERS' RIGHTS

Section 1

It is understood and agreed that all employees within the bargaining unit covered by this Agreement must exercise all their rights or necessary procedures under this Agreement and under the International and Local Union Constitution, in the settlement of any and all complaints or grievances filed by such employees before taking any action outside of the scope of this Agreement covering the settlement of such complaints or grievances.

Section 2

At any step of the grievance procedure of this Agreement the Executive Board of the Local Union shall have the final authority with respect to any aggrieved employee covered by this Agreement, to decline or cease to process a grievance, complaint or dispute any further if in the judgment of the said

Executive Board such grievance or dispute lacks merit, or lacks justification under the terms of this Agreement or has been adjusted or justified under the terms of this Agreement to the satisfaction of the said Union Executive Board.

ARTICLE XXVII VALIDITY

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In the event that any portion of this Agreement is proven null and void or illegal by existing or future local, state or federal law, the parties hereto shall negotiate in good faith that portion of the Agreement affected. The remainder of the Agreement shall remain in full force and effect.

ARTICLE XXVIII HOURS

Section 1

Hours and conditions of work pertaining to hours for full-time employees.

A. Work Week

(1) The work week for all full-time employees shall be:

(a) 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 9:15 P.M.
or

5 days—8 hours worked between 7:00 A.M. and 6:00 P.M.

(b) Holiday Straight Time Hours—32 Hour—4 day week:

3 days—8 hours worked between 7:00 A.M. and 6:00 P.M.

1 day—8 hours worked back from 9:15 P.M.
or

4 days—8 hours worked between 7:00 A.M. and 6:00 P.M.

(2) However, during a holiday week, full-time employees may work 40 hours, 5 days, if they so desire and they shall receive straight time pay for said additional 8 hours.

(a) In the event an employee desires to work 40 hours, 5 days in a holiday week and when a store is open on the holiday, the Company shall designate whether the employee shall be assigned to work, as his fifth day, the holiday or his day off.

(3) Working hours for employees shall be consecutive within any one working day.

(4) The work schedule shall be arranged to provide all employees with at least one Saturday night off (6:00 P.M. on) out of each 3 consecutive Saturdays.

B. Overtime

(1) Hours worked by full-time employees in excess of 40 shall be compensated for at the hourly rate of one and one half times ~~their regular rate~~ for said excess hours. 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:

(a) In excess of 8 hours per day, and

(b) Before 7:00 A.M. and after 6:00 P.M. except for one day within the work week when it shall be paid after 9:15 P.M.

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

(3) No overtime shall be worked or paid for unless authorized by the District Manager.

(4) No employee shall be compelled to accept overtime.

(5) Any employee who acquires full-time status on or after June 16, 1974 before 7:00 A.M. and after 6:00 P.M. except for two days within the work week when it shall be paid after 9:15 P.M.

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c. Meal Periods

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

(2) When an employee works 8 hours back from 9:15 P.M. as his late evening, the meal period shall be one-half hour or three-quarters of an hour for certain employees as required by law, between the hours of 5:00 P.M. and 7:00 P.M.

(3) Any employee when requested to work more than one late night per week, shall receive for such additional nights, one-half hour for supper before 6:00 P.M.

Section 2 — Hours and conditions of work pertaining to Meat Department Heads

A. Work Week

(1) The work week for Meat Department Heads shall be:

- (a) Regular Week 43 hours, 5 days, 1 late night
2 days—8 hours between 7:00 A.M. and 6:00 P.M.
2 days—9 hours between 7:00 A.M. and 6:00 P.M.
1 day—9 hours worked back from 9:15 P.M.

- (b) Holiday Week 35 hours, 4 days, 1 late night
1 day—8 hours between 7:00 A.M. and 6:00 P.M.
2 days—9 hours between 7:00 A.M. and 6:00 P.M.
1 day—9 hours worked back from 9:15 P.M.

(2) However, during a holiday week Meat Department Heads may work 43 hours, 5 days if they so desire, and they will receive straight time pay for said additional 8 hours.

(a) In the event a Meat Department Head desires to work 43 hours, 5 days in a holiday week and when the store is open on the holiday, the Company shall designate whether the Meat Department Manager shall be assigned to work, as his 5th day, the holiday or his day off.

B. Overtime

(1) Hours worked by Meat Department Heads in excess of 40 hours shall be compensated for at the hourly rate of one and one-half times their regular rate for said excess hours. They shall be compensated at the rate of one and one-half times their regular hourly rate of pay for all hours worked:

(a) In excess of 8 hours on 2 days in a regular week and on one day in a holiday week — in excess of 9 hours on 3 days in a regular week and in a holiday week.

(b) Before 7:00 A.M. and after 6:00 P.M. except for one day within the work week when it shall be paid after 9:15 P.M.

(2) Overtime shall be paid on a daily or week-basis whichever is greater, but not both.

Section 3 — Regular Day Off

Full-time employees will be assigned one day off per week, and such day off shall be the same day off each week, excepting, however, in weeks in which a holiday occurs. During such holiday weeks, full-time employees who choose to work only the regular holiday work week hours, will on the preceding Saturday, be notified as to the day off that has been assigned to them.

Section 4

Gross earnings for Meat Department Heads (5 days — 43 hours) shall be used in determining Vacation Pay and other Benefits.

Section 5 — Hours of Work for Part-time Employees

(a) The hours of work determining the status of a part-time employee shall be less than 30 hours per week.

(b) 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 and/or week.

(c) A part-time employee shall not work more than 5 days in any one week.

(d) Regular week — Not less than 15 straight time hours. These hours may be scheduled between 7:00 A.M. and 10:00 P.M.

(e) For all part-time employees with less than 3 years of continuous employment, the hours of work shall not be less than 15 hours and not more than 30 hours per week.

(f) For all part-time employees with 3 years but less than 5 years of continuous employment, the hours of work shall be not less than 18 hours and not more than 30 hours per week.

(g) For all part-time employees with 5 years or more of continuous employment the hours of work shall be not less than 23 hours and not more than 30 hours per week, except for such part-time employees who in writing waive the right to such assignment.

(Holiday Week)

(h) For all part-time employees with less than 3 years of continuous employment, the hours of work when a holiday falls on a Monday, Tuesday, or Wednesday, shall be not less than 15 hours, exclusive of any hours worked on a holiday. These hours may be scheduled between 7:00 A.M. and 10:00 P.M. When a holiday falls on a Thursday, Friday, or Saturday, the

hours shall not be less than 12 hours exclusive of any hours worked on a holiday. These hours may be scheduled between 7:00 A.M. and 10:00 P.M.

(i) For all part-time employees with 3 years but less than 5 years of continuous employment, the hours of work in a holiday week shall not be less than 15 hours and not more than 30 hours per week.

(j) For all part-time employees with 5 years or more of continuous employment, the hours of work in a holiday week shall be not less than 19 hours and not more than 30 hours per week, except for such part-time employees who in writing waive the right to such assignment.

(k) When a part-time employee (hired prior to **June 16, 1974**) is requested by the Company to work more than 2 late nights per week (hours between 6:00 P.-10:00 P.M.) he shall receive for such additional late night hours a 15% premium above his regular hourly rate of pay. When a part-time employee works beyond 10:00 P.M. on any night he shall receive time and one-half for all such hours worked.

(l) Hours worked before 7:00 A.M. will be paid at the rate of time and one-half. The 6th day of work in a regular week will be paid at the rate of time and one-half. The 5th day of work in a holiday week shall be paid at the rate of time and one-half.

Section 6 — Premium Pay for Sundays and Holidays

(a) When employees (including managers and part-timers) are requested by the Company to work on a Sunday, or on any of the Major Holidays listed under Article 7, 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. 5/20
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(b) When employees (including Meat Dept. Heads and part-timers) are requested by the Company to work on any of the minor holidays listed under Article 7, of this Agreement, they shall receive time and one-half their regular rate of pay for hours worked

but such hours worked shall not be counted as hours worked toward figuring weekly overtime.

Section 7

Working hours for all employees shall be consecutive within any one working day.

ARTICLE XXIX

TRANSFERS — TRANSPORTATION

Section 1

Employees shall not be required to accept transfers which would necessitate extra transportation costs unless said employee shall have agreed with the District Manager as to the proper compensation for such additional cost, in accordance with the provisions of this Article.

Section 2

Whenever an employee is transferred to a store beyond a radius of 10 miles from the area of his present store and the transfer necessitates extra transportation costs he shall receive mileage allowance at the rate of 12¢ cents per mile for the extra miles traveled, in excess of 10 miles, one way. This provision does not apply when an employee at the time of his employment is assigned to a store requiring travel by car in excess of 10 miles one way.

Section 3

In those instances where an employee moves his residence to a point more distant from his place of employment than when originally assigned to a store, he does not receive additional mileage allowance.

Section 4

Where promotions are involved, transportation expense shall be handled individually to the mutual satisfaction of all parties.

Section 5 — Temporary Transfers — New Store Openings

(a) When an employee is temporarily assigned to work in a new store opening and is required to travel additional distances to a new store opening, the addi-

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tional time required shall be computed in this manner:

(1) The total additional time it takes to travel shall be scheduled within and as part of the employee's regularly scheduled 40 hour week.

(2) If the combined working hours and this additional travel time in any one week exceeds the employee's regularly scheduled 40 hour work week, the employee will be paid at the overtime rate provided for in this Agreement.

Section 6

When an employee is transferred, the Company will inform him as to whether he is being transferred temporarily or permanently.

Section 7

The Company will not make unreasonable transfers.

Section 8

If, in the opinion of the Company, a temporary transfer is required resulting in overnight lodging and meals, such employee shall be reimbursed for reasonable expenses incurred.

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ARTICLE XXX WAGES

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The following scale of wages in Section 1 and Section 2 will be the minimum rates effective on the dates shown for all Full-Time Clerks and Part-Time Clerks hired (AFTER June 16, 1974).

Section 1 PART-TIME CLERKS

	6-17-74	6-16-75
After 30 days continuous service	\$ 2.30	\$ 2.35
After 6 months continuous service	2.40	2.55
After 12 months continuous service ..	2.55	2.65
After 18 months continuous service ..	2.75	2.85
After 24 months continuous service ..	3.00	3.10
After 30 months continuous service ..	3.25	3.50
After 36 months continuous service ..	3.87	4.10

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Section 2 FULL-TIME CLERKS

	6-17-74	6-16-75
After 30 days continuous service	\$136.00	\$151.00
After 6 months continuous service	143.00	158.00
After 12 months continuous service ..	150.00	165.00
After 18 months continuous service ..	154.00	169.00
After 24 months continuous service ..	160.00	175.00
After 30 months continuous service ..	165.00	180.00
After 36 months continuous service ..	187.00	202.00

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Section 3 Wage Increases for all FULL-TIME BOOKKEEPERS

In stores doing a total weekly volume of \$40,000 or over per week.

The Cashier referred to in the Agreement will be changed to BOOKKEEPER.

Present	\$167.00
6-17-74 — \$14.00 + \$5.00 = \$19.00	186.00
12-1-74 — \$5.00 Increase	191.00
6-16-75 — \$15.00 General Wage Increase	206.00
12-1-75 — \$6.00 Wage Increase	212.00

Section 4 GROCERY DEPARTMENT HEAD* — 40 hour — 5 day week**

In Grocery Department of Self-Service Combination Stores where the volume is:

	Effective 6-17-74	6-16-75
Under \$20,000 per week	\$225.00	\$247.00
\$20,000 or more per week	235.00	257.00

Section 5 HEAD GROCERY CLERKS* — 40 hour — 5 day week**

In Grocery Department of Self-Service Combination Stores where the volume is:

	6-17-74	6-16-75
(a) Under \$20,000 per week		
1 Assistant	\$215.00	\$237.00
(b) \$20,000 or more per week ..	217.00	239.00
(c) Assistant Head Grocery Clerk		
\$20,000 or more	215.00	237.00

Rate of pay for Assistant Head Grocery Clerks appointed after June 16, 1975 are listed in Section 17 of this Article.

Section 6 MEAT CUTTERS — 40 hour — 5 day week

	6-17-74	6-16-75
Meat Cutter**	\$228.00	\$250.00

Head Meat Cutter*** In Stores where the Meat Department's volume is:

	6-17-74	6-16-75
\$10,000 or more per week	\$231.00	\$253.00
\$15,000 or more per week	234.50	256.50

The Company agrees that no Meat Market shall be without a 40 hour Meat Cutter.

Section 7 APPRENTICE MEAT CUTTER — 40 hour — 5 day week**

PROGRESSION SCALE	6-17-74	6-16-75
First 4 months continuous service	\$195.00	\$217.00
After 4 months continuous service ...	200.00	222.00
After 8 months continuous service ...	205.00	227.00
After 12 months continuous service ..	210.00	232.00
After 16 months continuous service ..	215.00	237.00
After 20 months continuous service ..	220.00	242.00
After 24 months continuous service ..	225.00	247.00
After 30 months continuous service ..	228.00	250.00

(a) There shall not be more than one apprentice in each store.

(b) The apprentice shall be in addition to the regular complement of meat cutters.

(c) The Company and the Union shall control the number and the activities of the apprentice meat cutters and plan their work so that they shall have an opportunity to progress in all phases of the meat business.

(d) An employee promoted to apprentice cutter

shall maintain his rate or receive the starting rate listed in the apprentice schedule, whichever is the higher. If his rate is higher than the starting rate of the apprentice schedule, he shall receive his next increase in pay after having served the required period of time in accordance with the apprentice progression scale herein.

Section 8 — PART-TIME MEAT CUTTERS

	(rate per hour)	
	6-17-74	6-16-75
	\$ 5.70	\$ 6.25

Section 9 — HEAD PRODUCE MEN 40 hour — 5 day week**

	6-17-74	6-16-75
\$500 - \$1,000	\$215.00	\$237.00
\$1,001 - \$1,500	218.00	240.00
\$1,501 - \$2,000	220.00	242.00
\$2,001 - \$2,500	222.00	244.00
\$2,501 - \$3,000	225.00	247.00
\$3,001 - \$4,000	227.00	249.00
\$4,001 - \$6,000	232.00	254.00
\$6,001 and over	235.00	257.00

Assistant Head Clerks in Produce Department** where the Produce Department's volume

	6-17-74	6-16-75
is over \$4,000 per week	215.00	237.00

Rate of pay for Assistant Head Clerks in Produce Departments appointed after June 16, 1975 are listed in Section 17 of this Article.

Section 10 DELICATESSEN HEAD* 40 hour — 5 day week**

Preference will be given to full-time clerks having at least 3 years service with the Company.

In stores having a Service Delicatessen Department, the Company shall appoint a Delicatessen Head who shall receive:

	6-17-74	6-16-75
Weekly store volume under \$50,000	212.00	\$234.00
Weekly store volume over \$50,000	216.00	238.00

Rate of pay for Delicatessen Heads appointed after June 16, 1975 are listed in Section 17 of this Article.

**Section 11 MEAT DEPARTMENT HEAD 43 hours
5 day week**

Doing Weekly Volume:	6-17-74	6-16-75
Under \$3,000	\$250.00	\$272.00
\$ 3,001 - \$ 6,000	253.00	275.00
\$ 6,001 - \$10,000	256.00	278.00
\$10,001 - \$12,500	261.00	283.00
\$12,501 - \$15,000	264.00	286.00
\$15,001 - \$20,000	268.00	290.00
\$20,001 - \$25,000	272.00	294.00
\$25,001 - \$30,000	275.00	297.00
\$30,001 and over	278.00	300.00

**Section 12 SERVICE CLERKS hired after June 16,
1974 the following rates will apply.**

	(rate per hour)	
	6-17-74	6-16-75
After 30 days of continuous service	\$ 2.15	\$ 2.25
After 6 months of continuous service	2.20	2.40

(a) Duties

Service Clerks may perform only the following duties: Specifically: parceling, filling bag racks, carrying out merchandise for customers, mowing the lawn, sweeping, and cleaning the parking lot and other adjacent store areas, shoveling snow, washing windows and cleaning check out counters, collecting and sorting bottles, sweeping and emergency clean up, cleaning and sweeping the employees rest area and wash-rooms and collecting and tying cardboard.

(b) Number

It is agreed that Service Clerks may be employed in stores on the following basis:

	Number
Weekly volume \$30,000 and over	1
Weekly volume \$40,000 and over	2
Weekly volume \$50,000 and over	4
Weekly volume \$60,000 and over	5

(c) Minimum Hours

Service Clerks shall be scheduled to work not less than 15 hours in a regular work week and 12 hours in a holiday work week.

(d) Uniforms

The Company agrees to provide different colored uniforms for Service Clerks to distinguish Service Clerks from other employees in the stores. The Company agrees to use separate time schedules for Service Clerks.

(e) Seniority

(1) It is agreed that Service Clerks shall be handled as a separate seniority classification and that qualified Service Clerks employees will be given preference for regular part-time openings.

(2) Part-time employees shall have preference over Service Clerks in the matter of layoffs and recalls after layoffs provided the part-time employee accepts the work and rate of the displaced Service Clerk.

(3) When a Service Clerk is appointed to and accepts the classification of regular part-time employee, his seniority date, for the purpose of layoffs, preference for hours and pay rates, becomes the date he was appointed to the classification of regular part-time employee. However, for the purpose of qualifying for vacations and holidays his seniority date remains the last date he was hired by the Company.

(f) Part-time Security

It is further agreed that present part-time employees shall not have their hours arbitrarily reduced by reason of the hiring of Service Clerks.

Section 13 SNACK BAR DEPARTMENT

(a) The following scale of weekly wages and hourly rates shall be the minimum rates effective on the dates shown:

	6-17-74	6-16-75
Department Head — 43 hours		
— 5 day week	\$213.00	\$235.00
Full-time CLERK 40 hours — 5 day week		
First 30 days of		
continuous service	\$135.00	\$150.00
After 30 days of		
continuous service	142.00	157.00
After 6 months of		
continuous service	149.00	164.00

(b) All employees (full-time, part-time and department heads), seniority shall be equal to their respective accumulated service acquired as snack bar employees. The seniority of snack bar employees shall be a separate seniority grouping not to be intermingled with the seniority of other store employees.

(c) The Work Week for Snack Bar Managers shall be:

- (1) Regular Week — 43 hours, 5 days, one late night
2 days — 8 hours between 7:00 A.M. and 6:00 P.M.
2 days — 9 hours between 7:00 A.M. and 6:00 P.M.
1 day — 9 hours worked back from 9:15 P.M.
- (2) Holiday Week 32 hours, 4 days, one late night
1 day — 8 hours between 7:00 A.M. and 6:00 P.M.
2 days — 9 hours between 7:00 A.M. and 6:00 P.M.
1 day — 9 hours worked back from 9:15 P.M.

- (3) However, during a holiday week, Snack Bar Department Heads may work 43 hours, 5 days if they so desire, and they will receive straight time pay for said additional 8 hours.

In the event a Snack Bar Department Head desires to work 43 hours, 5 days in a holiday week and when the store is open on the holiday, the Company shall designate whether he shall be assigned to work, as his fifth day, the holiday or his day off.

(d) Overtime

Hours worked by Snack Bar Department Head in excess of 43 hours shall be compensated for at the hourly rate of one and one-half times their regular rate for said excess hours.

(1) In excess of 8 hours on two days in a regular week and on one day in a holiday week — in excess of 9 hours on three days in a regular week and in a holiday week.

(2) Before 7:00 A.M. and after 6:00 P.M. except for one day within the work week when it shall be paid after 9:15 P.M.

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

(4) An employee who replaces a snack bar department head for a full work week of 43 hours, 5 days shall receive \$15.00 above his regular 5 day, 40 hour rate plus 1/10th of the sum of his regular rate and the \$15.00 The foregoing shall be paid for a period of not more than 4 weeks. After such time the employee shall receive the department manager's rate.

Section 14 BAKERS 5 days — 40 hours

	6-17-74	6-16-75
(1) Baker for each Bakery Department	\$187.00	\$202.00

- (2) Bakers receiving \$181.00 — will receive:
- | | |
|---------------|------------------|
| 12-1-74 | \$ 3.00 increase |
| 6-16-75 | \$15.00 increase |
| 12-1-75 | \$ 3.00 increase |

To equalize Baker rate \$202.00 on 12-1-75

(3) Bakers receiving less than \$181.00 will be equalized to the Bakers rate of \$202.00 per week during the Agreement provided they have 3 years of continuous service.

(4) Other Bakers will continue to receive \$5.00 above their current rate of pay throughout the contract progression scale (APPENDIX A) up to 3 years not to exceed \$202.00 per week.

Section 15 GENERAL WAGE INCREASES

(a) Effective June 17, 1974 the following weekly and hourly general wage increases shall be put into effect prior to the application of the new minimums established under Article XXX for those employees in the employ of the Company prior to June 17, 1974.

	Effective 6-17-74	6-16-75
Department Heads and Classified		
Employees	\$ 24.00	\$ 22.00
Full-Time Clerks	14.00	15.00
Part-Time Meat Cutters60	.55
Part-Time Clerks25	.23
Grocery Department Heads in Grocery Department where volume is \$20,000 or more per week	24.00	22.00

(b) No reduction in wages — There shall be no reduction in wages as a result of the adoption of this Agreement.

Section 16 NIGHT STOCKERS

Working conditions and wages for employees who by agreement between the Company and the Union work on the night stockers shift, grocery department.

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(a) 25% premium over the 3 year general duty full-time clerk rate shown in the current Agreement.

(b) Regular work week — 5-8 hour shifts.
Holiday work week — 4-8 hour shifts, with so-called 5th day option.

(c) Shifts shall be worked between 11:00 P.M. and 7:00 A.M. except one shift during the week when it shall be worked from 12 P.M. and 8:00 A.M.

(d) Meal periods of one-half hour within each 8 hours. Meal periods paid and included in work week.

(e) Night stockers' total pay to apply for all benefits of current Agreement.

(f) Preference to night stockers work to be given to 3 year and over full-time grocery clerks. If no 3 year or over full-time grocery clerks are available in the store where the night stocking will take place, the Company shall offer the job to the next full-time grocery clerk, according to seniority. In such instances, the rate to be paid will be 25% over the assigned clerk's rate.

(g) Night stockers to receive all other provisions of current Labor Agreement, except paid rest periods, (reasonable breaks allowed at Company's discretion).

Section 17

The following classified rates will apply to employees appointed AFTER June 16, 1975. 5 days — 40 hours per week

Assistant Head Grocery Clerks

Under \$20,000.00	\$233.00
Over \$20,000.00	235.00

Delicatessen Head. In stores having a Service Delicatessen Department the Company shall appoint a Delicatessen Head who shall receive:

Weekly store volume under \$50,000.00	\$230.00
Weekly store volume over \$50,000.00	234.00

Assistant Produce Head Clerks in Produce Department where the Produce Department volume is over \$4,000.00 per week \$233.00

ARTICLE XXXI
MISCELLANEOUS WAGE CONDITIONS

Section 1

All classifications listed in this Agreement shall be maintained in accordance with the terms of this Agreement.

Section 2 Relief Pay — Store Manager

(a) An employee who is assigned by the Company to substitute for a store manager for an 8 hour day but less than a full manager's work week of 43 hours, 5 days shall receive \$5.00 additional pay per day for each full day that he substitutes for a manager.

(b) An employee who is assigned by the Company to substitute for a store manager for a full manager's work week of 43 hours, 5 days, shall receive either (1) \$25.00 above his regular five day week base pay plus one tenth (1/10th) of the sum of his base pay and the \$25.00 or (2) The rate of the minimum scale for managers whichever rate is the lesser. The foregoing shall be for a period not to exceed four consecutive weeks.

(c) When an employee is assigned by the Company to be a substitute store manager for more than four consecutive weeks, his rate, after such time shall be the rate of the minimum scale for managers.

(d) A substitute store manager's rate for a given week can never exceed the regular manager's rate.

Section 3 Relief Pay — Meat Department Heads

(a) An employee who substitutes for a meat department head for a day (8 hours) or more, but less than a full meat manager's work week of 43 hours, 5 days, shall receive \$5.00 additional pay per day for each full day that he substitutes for a manager.

(b) An employee who substitutes for a meat department head for a full department heads work week of 43 hours, 5 days, shall receive either (1) \$25.00 above his regular 5 day week's base pay plus one-

tenth (1/10th) of the sum of his base pay and the \$25.00 or (2) The rate of the minimum scale for department heads according to the established department volume as set forth in Article XXX of this Agreement, whichever rate is the lesser. The foregoing shall be paid for a period not to exceed 4 consecutive weeks.

(c) When an employee is a substitute meat department head for more than 4 consecutive weeks his rate, after such time shall be the rate of the minimum scale for department heads according to the established department volume as set forth in Article XXX of this Agreement.

(d) A substitute meat department heads rate for a given week can never exceed the regular department head rate.

(e) When a grocery department head is absent for a day or more the head grocery clerk shall be assigned as relief and shall receive \$5.00 per day extra pay.

(f) In the absence of the regular store manager for 1 week or more, the Company will post a notice in the store designating who will be responsible for the management of the store.

(g) When a produce department head in a department doing at least \$4,000.00 per week volume is absent for more than one day but less than a full week (5 days) a relief employee shall be assigned to the department. The relief employee shall receive \$3.00 per day extra pay beginning with the 2nd day through the 4th day of relief.

(h) An employee who relieves a Produce Department Head for a full week or more (5 days) shall receive \$15.00 per week additional pay for each week of relief.

Section 4

Whenever 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 5

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

Section 6

(a) The junior full-time employee who is reduced to part-time work because of economic conditions shall receive an hourly rate of pay 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 Article XXX, Sec. 3 of this Agreement, or his former part-time rate, whichever is higher.

Section 7

A part-time employee transferred to full-time employment shall receive his part-time hourly rate or the appropriate full-time rate, whichever is higher, but no higher than the 3 year minimum progression full-time rate.

Section 8

Employees scheduled to work beyond 6:00 P.M. shall be assigned, whenever possible, not less than 3 hours work.

Section 9

(a) When full-time employees including meat department heads and substitute meat department heads are requested by the Company to work beyond 6:00 P.M. on more than one late night per week, they shall receive for such additional late night hours time and one-half pay.

(b) When grocery department heads and substitute grocery department heads are requested by the

Company to work beyond 6:00 P.M. on more than one late night per week, they shall receive for such additional late night hours time and one-half pay.

(c) When an employee who acquired full-time status on or after June 17, 1974, is requested to work beyond 6:00 P.M. on more than 2 late nights per week, he shall receive for such additional late night hours, time and one-half pay.

Section 10

New appointments (not replacements) to Grocery Department Head, Head Meat Cutter, Head Grocery Clerk, Assistant Head Clerks in Grocery and Produce Departments and Cashier will be determined by the following method.

(a) The average volume of a department over a period not to exceed 13 weeks, shall be used to establish appointments to above classifications.

(b) Such appointments shall be made not later than the 14th week but may be made sooner.

(c) The classifications of Meat Department Heads, Grocery Department Head, Meat Cutters, Head Produce Men, Head Meat Cutters, Cashier, Head Grocery Clerks, Assistant Head Grocery Clerks, Assistant Head Produce Clerks, and Delicatessen Head will be maintained in accordance with the terms of this Agreement.

Section 11

Volume adjustments and new base rates covering Meat Department Heads, Head Produce Men, Head Clerks, Head Meat Cutters and Delicatessen Head.

(1) Established Store

(a) The volume review period shall be comprised of 12 months, January 1 to December 31 of each year.

(b) If the average annual volume of a department warrants a higher base rate, the new rate will become a permanent base rate effective as of January

1. If the average volume warrants a lower base rate, the rate will be adjusted to the next lower rate, only, and this rate shall become the new base rate effective January 1. During the year, weekly adjustments will be made, up or down, based on weekly department volume. Upward adjustments will be made correspondingly to the higher volume rate of pay. Lower adjustment will be made only to the next lower volume rate below the average volume of the previous annual review period. The rate of pay for Head Produce Men, Grocery Department Heads, Head Grocery Clerks, Head Meat Cutters and Delicatessen Head will be adjusted up or down on a weekly basis correspondingly to the weekly volume listed in Article XXX of this Agreement.

(2) New Store

(a) During the period from opening prior to the annual review period (January 1-December 31, Department Heads shall receive a base rate correspondingly to the weekly volume listed in Article XXX of this Agreement.

(b) The Volume review period shall be comprised of the first full calendar year (January 1-December 31) following the date of the new store opening.

(c) Commencing with the first annual review period (January 1-December 31), volume adjustments will be made in accordance with Sec. 9-1 (a) and (b), (Established Store) of this Article.

Section 12

The Company will pay all employees at their regular rates of pay for all time spent by them in attendance at business meetings it calls, appearances in Court and for all time spent in taking physical examinations at its request.

Section 13

The Company will furnish to each employee with each week's payment of wages, a form setting forth the employee's gross pay, and in separate figures, the

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amount and identification of each tax for which a sum is withheld or deducted and the amount and identification stated separately of any other deduction or withholding, whatever its purpose may be.

ARTICLE XXXII

SECURITY (ALL FULL-TIME EMPLOYEES) APPLIES ONLY TO THOSE EMPLOYEES HAVING REGULAR FULL-TIME STATUS AS OF JUNE 17, 1974

1. In the event of a reduction in hours of work or layoff because of lack of work, such regular full-time employees may bump the junior full-time employee in his classification within a mutually agreed upon geographical area.

2. This junior full-time employee may —

(a) Either work within the framework of part-time hours as a full-time, with pro-rata consideration of what a regular full-time receives or

(b) Accept layoff status with 6 months' recall rights.

NOTE: The employees referred to in (a) and (b) above shall be recalled to regular full-time employment in accordance with their seniority rights.

3. To avoid layoffs, or reduction in hours, the Company whenever possible, will continue its present practice of having a full-time employee work in more than one store.

4. Pro-rata consideration of what a regular full-timer receives applies to wages, vacations, holidays, Life Insurance coverage, Pension credits, and Weekly Indemnity payments. Hospitalization, Surgical, Major Medical, Accidental Death and Dismemberment benefits will obtain exactly as if the reduced employee were working full time.

5. It should be noted that this special status outlined in the foregoing paragraph is for the life of this Agreement, and if the reduced employee refuses regular full-time work, he shall have no further rights to those indicated benefits in the preceding paragraph, if he chooses to work as a part-time employee.

6. If the junior full-time employee prefers layoff to working part-time hours, he shall have 6 months' recall rights in accordance with his seniority and shall be provided benefit coverage as follows:

A & H Insurance	Period of Coverage
Weekly Indemnity	None
Major Medical Hospitalization, Surgical	60 days or final termination of employment, whichever occurs first.
Accidental Death and Dismemberment	
Life Insurance	6 months or final termination of employment, whichever occurs first.
Pension	No earned credits during layoff. Reinstated immediately upon recall to full-time work if this occurs within the 6 month period.

7. When a regular full-time job is vacated for any of the following reasons — death, discharge for cause, retirement and voluntary termination, the job so vacated will be offered the employee identified in this Article.

ARTICLE XXXIII

PENSION

Section 1

(a) The Company shall continue to contribute to the Union Pension Plan 25¢ per hour worked by each full-time or pro-rated full-time employee in the bargaining unit represented by the Union.

(b) Effective March 1, 1976 the Company shall contribute \$63.50 per month per full time employee in

the bargaining unit so long as the employee works one hour or more each month.

(c) The Company agrees to make payments to the Amalgamated Meat Cutters and Butcher Workmen's Union and Industry Pension Fund, hereinafter referred to as the "Union's Pension Fund," for each regularly employed full-time employee, who has elected in writing to become a member of the Amalgamated Meat Cutters and Butcher Workmen's Union and Industry Pension Fund. The Union Pension Fund is the Pension Fund and Plan created by the Agreement and Declaration of Trust dated the 1st day of July, 1965 and as amended December 31, 1966 attached hereto and incorporated herein, and the booklet entitled "Amalgamated Meat Cutters and Butcher Workmen's Union and Industry Pension Fund" attached hereto and incorporated herein, and the Participation Agreement attached hereto and incorporated herein.

(d) The amount of payments to be made by the Company for employees for whom contributions to the Union's Pension Fund are required shall be as follows and as set forth in (a) and (b) above.

(e) For each straight time hour a regularly employed full-time employee, or pro-rated full-time employee works, including hours paid for vacations and holidays, the Company shall make a contribution to the above named Pension Fund up to a maximum of **40 straight time hours per week**. Temporary full-time employees are excluded from this provision. For new full-time employees contributions will be made to the above named pension fund no later than the first of the month following 30 days of regular full-time employment.

(f) The payments to the Pension Fund required above shall be made to the Union's Pension Fund. The Union warrants that said Pension Fund was established under an Agreement and Declaration of Trust which conforms with all requirements of Section 302 of the Labor-Management Relations Act

1947 as amended. Said Agreement and Declaration of Trust provided, among other things, for the establishment and administration of the Pension Fund by 8 Trustees, 4 of whom are Union Trustees and 4 of whom are Employer Trustees, and Trustees shall serve without any compensation from the Pension Fund.

(g) The Union warrants that the said Pension Fund conforms in all respects to the requirements of Section 401 and 404 of the Internal Revenue Code of 1954 as amended so as to enable the Company at all times to treat contributions to the Pension Fund as a deduction for income tax purposes. In the event that the approval of the United States Internal Revenue Service should at any time be revoked for said Fund, then the Company shall not be liable for any further payments into said fund.

(h) The Trustees shall, among other things, determine the location of the Administration Office for the Pension Fund and adopt reasonable forms and procedures of accounting and remitting of Company payments. All contributions shall be made at such time and in such manner as the Trustees may reasonably require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records for the purpose of determining the accuracy of contributions to the Pension Fund.

(i) Notwithstanding any provisions contained in any of the documents attached hereto and incorporated herein or any other provision of this Agreement, all full-time employees must retire at the end of the month next following their 65th birthday unless the Company consents in writing to an extension. Provided, however, no employee shall be required to retire until he has received his first monthly Pension check.

(j) Neither the Company's nor the Union's Pension Plan nor liability for payments to either shall be subject to the grievance procedure or arbitration under this Agreement.

(k) The Agreement provides for retirement of employees on the first day of the month following their sixty-fifth birthday. It is understood and agreed, however, that actual retirement of the employee will not take place until he has received his first monthly pension check from the Pension Fund.

ARTICLE XXXIV

MISCELLANEOUS WORK CONDITIONS

Section 1

A schedule, in ink, designating employee's hours of work for the following week shall be posted in each store by Friday night of the preceding week. This schedule is subject to change to meet emergencies.

Section 2

Employees who are not able to report to work due to sickness or any other bona fide reason are required to notify the Company at once of their inability to report for work. Failure to comply with this section may result in just cause for discharge.

Section 3

If there are 8 hours of work available on Monday, Tuesday, and Wednesday the Company shall not employ part-timers in the morning and part-timers in the after noon to share such 8 hours of work on such days, within the appropriate classifications.

Section 4

A temporary full-time employee is one who is either transferred from part-time work or an employee who is hired to work full-time under the following circumstances:

- (a) Vacation replacement
- (b) Store opening (4 weeks)
- (c) Store promotions (4 weeks)
- (d) Seasonal situations
- (e) Replacing full-time employees who are absent

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Section 5 New Equipment

The Company will notify the Union before introducing any new type of production equipment or before setting up a new department or before establishing a new classification not presently listed within this Agreement.

Section 6

(a) Outside Salesmen

No outside salesmen will be permitted to work in the Company's stores except cracker and biscuit salesmen. When a Cracker and Biscuit Salesman works in a Company store, he shall be accompanied by, or assisted by, an employee who is covered herein.

(b) The Company may utilize outside salesmen for setting up new stores, to remodel stores and to realign and rotate merchandise and/or pick up merchandise and check codes, i.e. he may realign his own products and/or place merchandise in front or in back after checking codes.

Section 7 Polygraph

The Company agrees that it will not request or require an employee to take a lie detector test. An employee may choose to make a voluntary offer to submit to a lie detector test; however such voluntary offer must have prior approval of the Union.

Section 8

The Company and the Union will discuss jointly with an employee considering a transfer out of the bargaining unit before the same shall be made, what the effect thereof will be on his pension, seniority, hospital, medical and other benefits and rights under the Agreement.

Section 9

Except emergency situations of not more than one day duration, all transfers out of the bargaining unit defined in Article 1 of this Agreement, of employees who are members of the Union referred to in this

Agreement shall not be made by the Company unless an agreement has been reached between the Company supervision and the Union Business Representative. Transfers into the bargaining unit herein of employees who are not members of the Union referred to in this Agreement shall not be made unless an agreement has been reached between the Company's supervision and the Union Business Representative.

Section 10

The Company shall designate a home store for all employees no later than 3 months following the employee's respective dates of hire.

Section 11

It is agreed that in each of the Company's stores, an employee at that store who is a member of the bargaining unit will accompany the first cracker and biscuit salesman in the performance of his work on any day and that the Section shall not apply to other cracker and biscuit salesmen who come into the store on the same day.

Section 12

Full-time and Part-time employees may be assigned to work in more than one department.

ARTICLE XXXV SEVERANCE PAY

(a) To be eligible for severance pay, an employee must:

1. Be a full-time employee with a minimum of one year's continuous service, and
2. Have been laid off for lack of work, and
3. Not be working with the Company on a part-time basis, and
4. Have either exhausted his recall rights or have chosen to forfeit his recall rights at the time of layoff.

(b) Once an employee is eligible for severance pay, he shall receive one-half a week's pay for each full year of continuous full-time service up to a maximum of 10 years of service.

ARTICLE XXXVI
SCOPE OF AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and supersedes all agreements written and oral of whatever kind heretofore made.

ARTICLE XXXVII
DURATION OF AGREEMENT

This Agreement between the Company and the Union shall become effective on June 17, 1974, and shall continue in full force and effect until its expiration at midnight June 12, 1976, and shall be continued from year to year thereafter unless at least 60 days prior to its expiration or at least 60 days to any subsequent anniversary of the expiration date, either the Union or the Company gives written notice by registered mail to the other that it desires to amend or terminate this Agreement.

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 September 1974.

FOR THE COMPANY

William T. Reiff, President
Arthur G. Leonard

FOR THE UNION

Romeo Caldarone, President
William Fitzgerald, Business Representative

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APPENDIX A

The following Wage Scales are the minimum rates of pay for all Clerks hired (prior to June 16, 1974).

PART-TIME CLERKS HIRED PRIOR TO JUNE 16, 1974

	6-17-74	6-16-75
First 30 days continuous service	\$ 2.55	\$ 2.78
After 30 days continuous service	2.65	2.88
After 6 months continuous service	2.95	3.18
After 12 months continuous service ..	3.15	3.38
After 18 months continuous service ..	3.30	3.53
After 24 months continuous service ..	3.50	3.73
After 36 months continuous service ..	3.87	4.10

GENERAL DUTY FULL-TIME CLERKS HIRED PRIOR TO JUNE 16, 1974

	6-17-74	6-16-75
First 30 days continuous service	\$135.00	\$150.00
After 30 days continuous service	142.00	157.00
After 6 months continuous service	149.00	164.00
After 12 months continuous service ..	156.00	171.00
After 18 months continuous service ..	163.00	178.00
After 24 months continuous service ..	170.00	185.00
After 36 months continuous service ..	187.00	202.00

LIGHT DUTY FULL-TIME CLERKS HIRED PRIOR TO JUNE 16, 1974

	6-17-74	6-16-75
First 30 days continuous service	\$127.00	\$142.00
After 30 days continuous service	133.00	148.00
After 6 months continuous service	139.00	154.00
After 12 months continuous service ..	145.00	160.00
After 18 months continuous service ..	151.00	166.00
After 24 months continuous service ..	157.00	172.00
After 36 months continuous service ..	176.00	191.00

Effective 12-1-74 — \$5.00 toward equalizing 3 year
General Duty Rate *

Effective 6-16-75 — \$15.00 General Wage Increase

Effective 12-1-75 — \$6.00 which at that time will
equalize to the full-time General
Duty 3 year clerk rate or \$202.00
per week.

**SERVICE CLERKS HIRED PRIOR TO JUNE 16,
1974**

	6-17-74	6-16-75
First 30 days continuous service	\$ 2.50	\$ 2.70
After 30 days continuous service	2.55	2.75
After 6 months continuous service	2.70	2.90

**SNACK BAR PART-TIME EMPLOYEE HIRED
PRIOR TO JUNE 16, 1974**

	6-17-74	6-16-75
First 30 days continuous service	\$ 2.55	\$ 2.78
After 30 days continuous service	2.65	2.88
After 6 months continuous service	2.95	3.18

— NOTES —

Use the following pages to jot down your employment date, vacation period, sick leave days, hours worked, etc. etc.

**Meat Cutters and Food Store
Workers Local Union 328
A.F.L. — C.I.O.**

278 SILVER SPRING STREET
PROVIDENCE, R. I. 02904

Tel. 861-0300 .

Office Hours

9 a. m. — 5 p. .m.



Acorn Printing Company, Inc.
117-121 Broadway
Providence, R. I. 02903

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U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212
January 22, 1975

Amalgamated Meat Cutters and Butcher
Workmen of North America
278 Silver Spring Street
Providence, Rhode Island 02904

JAN 31 1975

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agree-
ment(s) between the Almacs, Inc., and your local 328. The agreement we have
on file expired June 1973.

Would you please send us a copy of your current agreement--with any supplements
(e.g., employee-benefit plans) and wage schedules--negotiated to replace or to
supplement the expired agreement. If your old agreement has been continued with-
out change or if it is to remain in force until negotiations are concluded, a
notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open to your use, except
for material submitted with a restriction on public inspection. You may return
this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Julius Shiskin

JULIUS SHISKIN
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement is enclosed, please provide information separately for
each agreement on the back of this form. (PLEASE PRINT)

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 2000
2. Number and location of establishments covered by agreement 31
3. Product, service, or type of business Retail Food Business
4. If previous agreement has been extended without change, indicate new expira-
tion date _____

R. J. ...
(Name and Position)

(Area code and telephone number)

(Address)

(City, State, and ZIP code)