

Apr. 185

6856

12/17/84

MEMORANDUM OF AGREEMENT

Between

THE GREAT ATLANTIC & PACIFIC TEA COMPANY

And

UFCW LOCAL #442

- 1. COST OF LIVING CLAUSE will remain in the contract but will be inoperative during the term of the Agreement.

CASH PAYMENTS in lieu of wage increases on cost of living increases.

Employees on the payroll as of December 22, 1984 and first pay period in May, 1986 respectively, in the following classifications:

Meat Managers, Deli Managers, Seafood Managers, J.B. and any other employees in the Thirty (30) Month and Over bracket will receive the cash payments listed below.

These payments are made for hours worked the prior year, to employees on the payroll December 22, 1984 and first pay period in May, 1986 respectively, who remain in covered classifications and who are actively on the payroll on the date payment is due.

EFFECTIVE FIRST PAY PERIOD AFTER RATIFICATION: \$200.00
 EFFECTIVE FIRST PAY PERIOD IN MAY, 1986: \$200.00

- 2. All employees hired for the new Store #30 and others hired thereafter shall be hired at the new hire rates attached.

Employees already hired for Store #30 will increase to the next highest rate on the new hire schedule when next due for a length of service increase and progress on the new hire schedule thereafter. No employee in this group will receive a decrease in the rate of pay as a result thereof.

Article 4 - Working Conditions

Paragraph G - Change .14¢ to .20¢.

Article 10 - Seniority

Modify application of seniority to read as follows:

- (A) In Lay-offs or permanent reduction from full to part time affecting a Head Meat Cutter, Head Seafood Clerks and Deli Clerks, the following procedure will apply. Two (2) Seniority Areas will be established as follows:

Area I: Stores covered by this Agreement in Counties of Fulton, DeKalb, Cobb, Clayton and the Cities of Lawrenceville, Douglasville, Conyers and Covington.

Area II: All other stores of the Atlanta Division covered by this Agreement.

- (B) Area I will be divided into four (4) Seniority Groups; divided North and South by I-20 and East and West by Roswell Road, Peachtree Road and I-75.

An employee who is about to be laid off or permanently quadrant from Full-time to Part-time employment in a store in one of the quadrants in Area I may displace the least Senior employee within their classification, within their store. The other employee thus displaced may exercise their Seniority to displace the least Senior employee within their classification, within their quadrant. The employee thus displaced may exercise their Seniority to displace the least Senior employee within their classification in Area I. The employee thus displaced may exercise their Seniority to displace the least Senior employee within their classification in the store nearest the store in which the displacement occurred in Area II.

(Should an employee not be able to exercise Seniority in the nearest store in Area II, that employee may displace the least Senior employee within their classification in Area I or II.)

- (C) Area II - Should it become necessary to lay-off or permanently reduce from Full-time to Part-time an employee in Area II, the employee affected may displace the least Senior employee within their classification within their store. The employee thus displaced may then exercise their Seniority to displace the least Senior employee within their classification on the following basis: (2) City, (3) Store nearest store in which displacement occurred in Area II. The employee thus displaced may

exercise their Seniority to displace the least Senior employee within their classification in (4) Area I and II.

In case of permanent reductions due to store closings of Head Meat Cutters, Head Deli Clerks, or Head Seafood Clerks - they shall be given the option of displacing the least senior employee within their classification or the least Senior employee in the respective Journeyman, Deli Clerk, Seafood Clerk classification as outlined above.

In the event a store is closed, the Department Head may exercise his or her Seniority over the Junior Department Head in his or her current or lower volume, or may accept a lower classification within their departmental classification as outlined under "Application of Seniority".

Employees, other than Department Heads, may exercise their Seniority Rights in case of Store Closures, as outlined under "Application of Seniority".

(E) ADD NEW PARAGRAPH:

Permanent vacancies for the position of Head Meat Cutter, Head Seafood Clerk, and Head Deli Clerk will be posted in each store within the District Managers area and the Seniority quadrant within Area I where the opening occurs for a minimum of three (3) days prior to the appointment subject to the provisions of Paragraph A and H above.

Permanent vacancies for the position of Head Meat Cutter, Head Seafood Clerk, and Head Deli Clerk outside Area I will be posted in each store within the District Managers area where the opening occurs for a minimum of three (3) days prior to the appointment subject to the provisions of Paragraphs above.

Such notices shall be of a uniform size and shall be posted in a prominent location to be seen by all employees.

Article 14 - Funeral Leave

Add Step Children to "Immediate Family".

Article 15 - Health and Welfare: Change to Read:

The Employer shall contribute One Hundred Forty-Eight Dollars (\$148.00) per month for each eligible employee to the United Food and Commercial Workers Local Union 405 and 442 and Retail Food Employers Health and Welfare Trust Fund, which Fund is jointly administered Employer and Union Trust Fund as provided in the Trust Agreement.

Health and Welfare continued:

The Employer shall contribute Forty-One Dollars (\$41.00) per month for each eligible part-time employee.

Change First Sentence to read:

The Employer will contribute Sixty-One Dollars (\$61.00) per month on behalf of employees who apply for and are officially approved for retirement benefits after February 1, 1978, pursuant to Article 15 of this same Agreement.

New Paragraph:

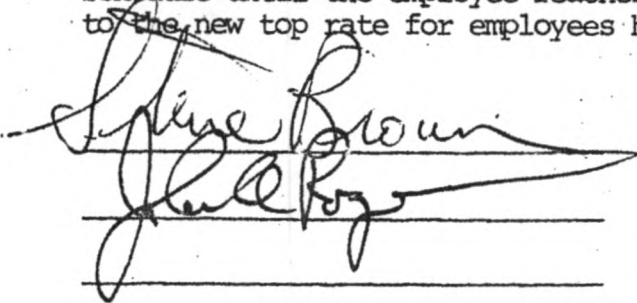
The Employer will agree to increase the contribution rates of the plans covered by this Article effective February 1, 1986, provided the increases are required by the Fund Trustees in order to maintain the level of benefits in effect February 1, 1985.

Expiration:

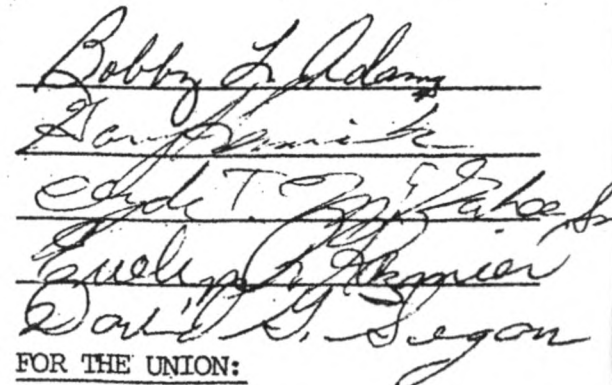
May 20, 1984 through November 28, 1987.

Effective 12/1/84 change four (4) weeks to eight (8) weeks at twenty-eight (28) hours for new hires after 12/1/84.

Any employee hired before 8/2/81 will continue to progress on the old schedule until the employee reaches the old top rate - and then moves to the new top rate for employees hired before 8/2/81.



FOR THE COMPANY:



FOR THE UNION:

SCHEDULE "A" - WAGES

AREA I

| | <u>CURRENT</u> | | <u>6/30/85</u> | <u>6/29/86</u> |
|--|-----------------|--|----------------|----------------|
| <u>HEAD MEAT CUTTER</u> | | | | |
| \$ 6,250 and less | 11.575 | | 11.675 | 11.775 |
| 6,251 to 9,000 | 11.65 | | 11.75 | 11.85 |
| 9,001 to 12,000 | 11.725 | | 11.825 | 11.925 |
| 12,001 to 15,000 | 11.80 | | 11.90 | 12.00 |
| 15,001 to 20,000 | 11.90 | | 12.00 | 12.10 |
| 20,001 to 25,000 | 12.00 | | 12.10 | 12.20 |
| 25,001 and over | 12.30 | | 12.40 | 12.50 |
| JOURNEYMAN | 11.088 | | 11.188 | 11.288 |
| RED CIRCLED | 11.263 | | 11.363 | 11.463 |
| <u>FULL-TIME MEAT CLERK</u> <u>(hired before 8/2/81)</u> | | | | |
| 0 - 6 months | 6.58 | | 6.58 | 6.58 |
| 6 - 12 months | 7.08 | | 7.08 | 7.08 |
| 12 - 18 months | 7.53 | | 7.53 | 7.53 |
| 18 - 24 months | 8.18 | | 8.18 | 8.18 |
| 24 - 30 months | 8.78 | | 8.78 | 8.78 |
| Thereafter | 9.85 | | 9.95 | 10.05 |
| <u>FULL TIME MEAT CLERK</u> <u>(hired between 8/2/81</u> <u>and 9/1/84)</u> | | | | |
| 0 - 6 months | 5.46 | <u>SUNDAY</u> <u>FOLLOWING</u> <u>RATIFICATION</u> 5.46 | 5.46 | 5.46 |
| 6 - 12 months | 5.71 | 5.71 | 5.71 | 5.71 |
| 12 - 18 months | 5.96 | 5.96 | 5.96 | 5.96 |
| 18 - 24 months | 6.21 | 6.21 | 6.21 | 6.21 |
| 24 - 30 months | 6.76 | 6.76* | 6.76* | 6.76* |
| Thereafter | 9.85 | | 9.95 | 10.05 |
| *Upon completion of six months of service the Employees rate of pay will be increased by .50¢ per hour for each six (6) months of service and one increase @ .29¢ to a maximum of \$10.05. | | | | |
| <u>APPRENTICE</u> | | | | |
| 0 - 6 months | 4.11 | 4.11 | 4.21 | 4.31 |
| 6 - 12 months | 4.96 | 4.96 | 5.06 | 5.16 |
| 12 - 18 months | 6.16 | 6.16 | 6.26 | 6.36 |
| 18 - 24 months | 8.61 | 8.61 | 8.71 | 8.81 |
| Thereafter | Journeyman Rate | | | |

| | <u>CURRENT</u> | <u>SUNDAY FOLLOWING RATIFICATION</u> | <u>6/30/85</u> | <u>6/29/86</u> |
|---|----------------|--|----------------|----------------|
| <u>FULL-TIME MEAT CLERK</u> (hired after 9/1/84) | | | | |
| 0 - 6 months | | 4.00 | | 4.10 |
| 6 - 12 months | | 4.30 | | 4.50 |
| 12 - 18 months | | 4.50 | | 4.90 |
| 18 - 24 months | | 5.00 | | 5.30 |
| 24 - 30 months | | 5.50 | | 5.70 |
| 30 - 36 months | | 5.80 | | 6.10 |
| 36 - 42 months | | 6.20 | | 6.50 |
| 42 - 48 months | | 6.40 | | 6.90 |
| Thereafter | | | | 7.30 |

| | <u>CURRENT</u> | <u>SUNDAY FOLLOWING RATIFICATION</u> | <u>6/30/85</u> | <u>6/29/86</u> |
|---|----------------|--|----------------|----------------|
| <u>PART-TIME MEAT CLERK</u> (hired after 8/2/81) | | | | |
| 0 - 6 months | 3.96 | 4.00 | 4.00 | 4.10 |
| 6 - 12 months | 4.16 | 4.20 | 4.20 | 4.20 |
| 12 - 18 months | 4.41 | 4.41 | 4.30 | 4.40 |
| 18 - 24 months | 4.66 | 4.66 | 4.50 | 4.60 |
| 24 - 30 months | 4.96 | 4.96 | 4.75 | 4.80 |
| 30 - 36 months | 5.96 | 5.96* | 5.00 | 5.00 |
| 36 - 42 months | | | 5.30 | 5.30 |
| 42 - 48 months | | | 5.50 | 5.60 |
| 48 - 54 months | | | 5.80 | 5.90 |
| 54 - 60 months | | | 6.20 | 6.20 |
| Thereafter | | | | 6.40 |

*Employees on \$5.96 rate at ratification
move to \$6.20 rate on 6/30/85.

| | <u>CURRENT</u> | <u>SUNDAY FOLLOWING RATIFICATION</u> | <u>6/30/85</u> | <u>6/29/86</u> |
|------------------------|----------------|--|----------------|----------------|
| <u>HEAD DELI CLERK</u> | | | | |
| Under \$ 4,000 | | 10.10 | 10.20 | 10.30 |
| Over \$ 4,000 | | 10.40 | 10.50 | 10.60 |

| | <u>CURRENT</u> | <u>SUNDAY FOLLOWING RATIFICATION</u> | <u>6/30/85</u> | <u>6/29/86</u> |
|---|----------------|--|----------------|----------------|
| <u>FULL-TIME DELI CLERK</u> (hired prior to 8/2/81) | | | | |
| 0 - 6 months | 6.43 | 6.43 | 6.43 | 6.43 |
| 6 - 12 months | 6.93 | 6.93 | 6.93 | 6.93 |
| 12 - 18 months | 7.53 | 7.53 | 7.53 | 7.53 |
| 18 - 24 months | 8.03 | 8.03 | 8.03 | 8.03 |
| 24 - 30 months | 8.63 | 8.63 | 8.63 | 8.63 |
| 30 - 36 months | 9.50 | 9.50 | 9.60 | 9.70 |

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FULL-TIME DELI CLERK
(Hired Between 8/2/81
and 9/1/84)

| | <u>CURRENT</u> | <u>SUNDAY FOLLOWING RATIFICATION</u> | <u>6/30/85</u> | <u>6/29/86</u> |
|----------------|----------------|--|----------------|----------------|
| 0 - 6 months | 4.96 | 4.96 | 4.96 | 4.96 |
| 6 - 12 months | 5.16 | 5.16 | 5.26 | 5.46 |
| 12 - 18 months | 5.36 | 5.36 | 5.46 | 5.66 |
| 18 - 24 months | 5.71 | 5.71 | 5.81 | 5.91 |
| 24 - 30 months | 6.26 | 6.26* | 6.26* | 6.26* |
| Thereafter | 9.70 | | 9.80 | 9.90 |

(*) Upon completion of six months of service, the employees rate of pay will be increased by .50¢ per hour for each six (6) months of service and one increase at .14¢ to a maximum of \$9.90.

FULL-TIME DELI CLERK
(Hired after 9/1/84)

| | | | | |
|----------------|--|------|------|------|
| 0 - 6 months | | 3.85 | 3.85 | 3.95 |
| 6 - 12 months | | 4.10 | 4.10 | 4.30 |
| 12 - 18 months | | 4.20 | 4.20 | 4.60 |
| 18 - 24 months | | 4.50 | 4.50 | 4.90 |
| 24 - 30 months | | 4.80 | 4.80 | 5.20 |
| 30 - 36 months | | 5.10 | 5.10 | 5.50 |
| 36 - 42 months | | 5.40 | 5.40 | 5.80 |
| 42 - 48 months | | 5.70 | 5.70 | 6.10 |
| Thereafter | | | | 6.50 |

PART-TIME DELI CLERK
(Hired after 8/16/81)

| | | | | |
|----------------|------|-------|------|------|
| 0 - 6 months | 3.81 | 3.85 | 3.85 | 3.95 |
| 6 - 12 months | 3.96 | 4.00 | 4.01 | 4.01 |
| 12 - 18 months | 4.16 | 4.16 | 4.16 | 4.16 |
| 18 - 24 months | 4.36 | 4.36 | 4.36 | 4.36 |
| 24 - 30 months | 4.61 | 4.61 | 4.61 | 4.61 |
| 30 - 36 months | 4.91 | 4.91* | 4.81 | 4.81 |
| 36 - 42 months | | | 5.01 | 5.01 |
| 42 - 48 months | | | 5.15 | 5.15 |
| 48 - 54 months | | | | 5.30 |
| 54 - 60 months | | | | 5.45 |
| Thereafter | | | | 5.61 |

(*) Employees on \$4.91 rate at ratification move to \$5.15 rate on 6/30/85)

HEAD SEAFOOD CLERK

| | | | | |
|---------------|--|-------|-------|-------|
| Under \$4,000 | | 10.10 | 10.20 | 10.30 |
| Over \$4,001 | | 10.40 | 10.50 | 10.60 |

| <u>FULL-TIME SEAFOOD CLERK</u> <u>(Hired before 8/2/81)</u> | <u>CURRENT</u> | <u>SUNDAY</u> <u>FOLLOWING</u> <u>RATIFICATION</u> | <u>6/30/85</u> | <u>6/29/86</u> |
|--|----------------|--|----------------|----------------|
| 0 - 6 months | 6.43 | | 6.43 | 6.43 |
| 6 - 12 months | 6.93 | | 6.93 | 6.93 |
| 12 - 18 months | 7.53 | | 7.53 | 7.53 |
| 18 - 24 months | 8.03 | | 8.03 | 8.03 |
| 24 - 30 months | 8.63 | | 8.63 | 8.63 |
| Thereafter | 9.50 | | 9.60 | 9.70 |

FULL-TIME SEAFOOD CLERK
(Hired Between 8/2/81
and 9/1/84)

| | | | | |
|----------------|------|-------|-------|-------|
| 0 - 6 months | 5.46 | 5.46 | 5.46 | 5.46 |
| 6 - 12 months | 5.71 | 5.71 | 5.71 | 5.71 |
| 12 - 18 months | 5.96 | 5.96 | 5.96 | 5.96 |
| 18 - 24 months | 6.21 | 6.21 | 6.21 | 6.21 |
| 24 - 30 months | 6.76 | 6.76* | 6.76* | 6.76* |
| Thereafter | 9.70 | | 9.80 | 9.90 |

(*) Upon completion of six months of service, the Employees rate of pay will be increased by .50¢ per hour for each six (6) months of service and one increase at 1¢ to a maximum of \$9.90.

FULL-TIME SEAFOOD CLERK
(Hired after 9/1/84)

| | | | | |
|----------------|--|------|--|------|
| 0 - 6 months | | 4.00 | | 4.10 |
| 6 - 12 months | | 4.30 | | 4.50 |
| 12 - 18 months | | 4.50 | | 4.90 |
| 18 - 24 months | | 5.00 | | 5.30 |
| 24 - 30 months | | 5.50 | | 5.70 |
| 30 - 36 months | | 5.80 | | 6.10 |
| 36 - 42 months | | 6.20 | | 6.50 |
| 42 - 48 months | | 6.40 | | 6.90 |
| Thereafter | | | | 7.30 |

PART-TIME SEAFOOD CLERK
(Hired after 8/2/81)

| | | | | |
|----------------|------|-------|------|------|
| 0 - 6 months | 3.96 | 4.00 | 4.00 | 4.00 |
| 6 - 12 months | 4.16 | 4.20 | 4.20 | 4.20 |
| 12 - 18 months | 4.41 | 4.41 | 4.30 | 4.40 |
| 18 - 24 months | 4.66 | 4.66 | 4.50 | 4.60 |
| 24 - 30 months | 4.96 | 4.96 | 4.75 | 4.80 |
| 30 - 36 months | 5.96 | 5.96* | 5.00 | 5.00 |
| 36 - 42 months | | | 5.30 | 5.30 |
| 42 - 48 months | | | 5.50 | 5.60 |
| 48 - 54 months | | | 5.80 | 5.90 |
| 54 - 60 months | | | 6.20 | 6.20 |
| Thereafter | | | | 6.40 |

(*) Employees on \$5.96 rate at ratification move to \$6.20 rate on 6/30/85.

MAINTAIN DIFFERENTIAL BETWEEN AREA I AND AREA II