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8-17-1974

## Great Atlantic and Pacific Tea Company, Incorporated and Butchers, Food Handlers and Allied Workers Union, AFL-CIO, Local 174 (1974)

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## Great Atlantic and Pacific Tea Company, Incorporated and Butchers, Food Handlers and Allied Workers Union, AFL-CIO, Local 174 (1974)

### Location

Kings Co., NY; Queens, NY; Bronx, NY; New York, NY; Nassau Co., NY; Suffolk Co., NY; Westchester, NY; Putnam Co., NY; Dutchess Co. NY

### Effective Date

8-17-1974

### Expiration Date

8-13-1977

### Employer

Great Atlantic and Pacific Tea Company, Incorporated

### Union

Butchers, Food Handlers and Allied Workers Union

### Union Local

174

### NAICS

44

### Sector

P

### Item ID

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### Comments

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# AGREEMENT

JUL 03 1975

AUG. 11, 1974 – AUG. 13, 1977 *wn'*

**BUTCHERS, FOOD HANDLERS  
AND ALLIED WORKERS UNION  
OF GREATER NEW YORK  
AND NEW JERSEY**

*155  
24*

**LOCAL 174**

*2453  
7-17-75 *cm**

**AND**

**THE GREAT ATLANTIC &  
PACIFIC TEA COMPANY, INC.**

*VII-X-8/12/77*

# INDEX

<i>Article</i>	<i>Title</i>	<i>Page No.</i>
I.	Recognition .....	1
II.	Job Classification .....	1
III.	Union Shop Clause .....	2
IV.	Check Off .....	2
V.	Management Clause .....	2
VI.	Hours .....	3
VII.	Wages .....	5
VIII.	Holidays .....	5
IX.	Vacations .....	7
X.	Uniforms and Tools .....	8
XI.	Jury Duty .....	9
XII.	Funeral Leave .....	9
XIII.	Seniority .....	9
XIV.	Grievance Procedure and Arbitration .....	15
XV.	Strikes and Lockouts .....	16
XVI.	Discharge .....	16
XVII.	Welfare .....	16
XVIII.	Pensions .....	19
XIX.	Leave of Absence	
	Maternity Leave .....	20
	National Guard Service and Reserves .....	20
	Military Service .....	20
	Union Officers .....	21
XX.	Bulletin Boards .....	21
XX.	Union Visitation .....	21
XXII.	Legislation .....	21
XXIII.	Termination .....	22
	Appendix "A" .....	23
	Appendix "B" .....	24
	Schedule "A"—Meat Department .....	25
	Schedule "A"—Grocery Department .....	27

AGREEMENT made as of the 17th day of August, 1974, by and between THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INCORPORATED (hereinafter referred to as the "Employer"), and BUTCHERS, FOOD HANDLERS AND ALLIED WORKERS UNION OF GREATER NEW YORK AND NEW JERSEY, LOCAL 174, affiliated with the AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF N.A., AFL-CIO (hereinafter collectively referred to as the "Union").

## ARTICLE I. *RECOGNITION*

The Employer recognizes the Union as the exclusive bargaining representative for Store Meat Department employees, including First Meat Men and part-time employees, except all executives and supervisory employees of stores which are located in the Counties of Bronx, New York, Westchester, Putnam and Dutchess serviced by the Employer's Bronx Division.

## *GROCERY*

The Employer recognizes the Union as the exclusive bargaining representative for all store grocery department employees, including part-time employees, except store managers, assigned managers, meat department employees, guards, watchmen and all executive and supervisory employees of stores which are located in the Counties of Kings, Queens, Bronx, New York, Nassau, Suffolk, Westchester, Putnam and Dutchess, serviced by the Employer's Bronx and Long Island Divisions.

## ARTICLE II. *JOB CLASSIFICATION*

(a) *FIRST MEAT MEN*. A skilled journeyman who is qualified to direct the operation of a fresh meat department, prepare orders for the products sold in that department, supervise the employees in the Fresh Meat Department and assume direct responsibility for the efficient operation of the department.

(b) *JOURNEYMAN*. A skilled butcher workmen who has either served a complete apprenticeship in his trade or has developed equivalent ability by practical experience and is capable of cutting and preparing

meat in forms acceptable to the Retail Trade and in a manner that will yield the maximum of profitable cuts from a carcass. He must also be proficient in waiting on customers and have the knowledge and ability to perform the general detailed tasks in the Meat and Fish Department.

(c) *APPRENTICE*. Individual employed for the purpose of learning all the details, and developing manual skill for performing, after a stated number of years training, all the duties of Journeyman as commonly accepted in the trade.

(d) *PART-TIME JOURNEYMAN*. A Journeyman is considered a part-time employee covered by this Agreement if his regularly scheduled work week is less than forty (40) hours per week excluding overtime.

(e) *SPECIAL CLERKS*. All employees, except First Meat Men, Journeymen and Apprentices in the Meat Department.

### ARTICLE III. *UNION SHOP CLAUSE*

All employees covered by this Agreement shall, as a condition of employment, become members of the Union on thirtieth day following the beginning of such employment or the execution date of this Agreement, whichever is the later, and shall thereafter maintain their membership in the Union in good standing.

Any employee, because of non-payment of initiation fees and dues (including such other obligations to the Union, failure to pay which would make an employee subject to discharge under the Labor-Management Relations Act, (1947), shall be subject to dismissal after notification in writing to the Employer by the Union, provided, however, that the employee may have a reasonable time within which to make such payments of initiation fees or dues, the failure of payment of which has caused the expulsion or suspension.

### ARTICLE IV. *CHECK OFF*

The Employer agrees that it will deduct regular initiation fees and periodic Union dues from the pay of each employee who, in writing in accordance with law, voluntarily authorizes the Employer to do so. Such initiation fee deductions shall be made over a period of ten (10) weeks and such dues deductions shall be made on either a weekly or monthly basis, and the total amount so deducted shall be paid over to the Secretary-Treasurer of the employee's respective local union.

### ARTICLE V. *MANAGEMENT CLAUSE*

(a) The Employer reserves the right to the operation of its business

and the direction of its working forces, including but not limited to, the establishment of the opening and closing time of stores, the assignment of employees' starting and stopping hours, the right to interchange employees' except to journeyman butchers' jobs between any store departments, the right to hire, transfer, suspend, lay off, recall, promote, demote, discharge for just cause, or assign employees to relieve employees from duty because of lack of work and to transfer employees from one store location to another, subject however, to the provisions of this Agreement.

(b) The Employer reserves the right to designate which store shall have First Meat Men, except that a First Meat Man shall be assigned to each store which operates a fresh meat department.

(c) Present practices of employees of vendors (or replacements) with respect to handling and/or marking merchandise in the stores shall continue and shall not be extended. The parties shall agree upon a written list of vendors (or replacements) and such practices of their employees in the stores.

#### *GROCERY*

(b) The Employer reserves the right to designate which stores shall have department heads.

### *ARTICLE VI.*

#### *HOURS*

(a) A week's work for all full-time employees shall consist of forty (40) hours per week, divided into eight (8) hours per day extending over a period of five (5) days.

(b) Each employee shall be entitled to a lunch period of maximum of sixty (60) minutes each day, and if he works beyond the normal supper hours, to a supper period, which periods shall not be computed in such hours worked by each employee.

(c) Each employee shall receive a ten (10) minute rest period for each half day worked, which shall be considered as working time.

(d) Full-time and part-time employees working in excess of eight (8) hours per day shall be paid overtime on the basis of time and one-half ( $1\frac{1}{2}$ ) their hourly rate of pay. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not both.

(e) All stores shall be open at 9:00 A.M. Monday through Friday, provided, however, that there is no direct chain store or supermarket competition open before 9:00 A.M. in the immediate vicinity.

(f) Full-time employees shall not be subject to split shifts. Full-time employees shall not be subject to staggered shifts, that is, the scheduled

shift for a full-time employee shall not be changed during his work week, nor shall his scheduled starting time be changed during his work week.

(g) The basic shifts shall be from 8:00 A.M. to 5:00 P.M. or 9:00 A.M. to 6:00 P.M. However, the Company shall have the option of continuing the present shifts and shift practices without change.

(h) Full-time employees whose shift starts before 7:00 A.M. shall be paid a premium of One Dollar (\$1.00) per shift.

(i) Part-time employees having worked five (5) continuous hours shall receive a lunch period or supper period, which shall not be computed as time worked.

(j) Night crews shall not be required to perform work during their meal period. Night crews shall be scheduled to work five (5) consecutive nights except on those work weeks in which a holiday falls. The Employer shall have the option of establishing the work week schedules of employees of the night crews, starting Monday at 12:01 A.M. or Tuesday at 12:01 A.M. Night crews shifts shall not begin later than 12:01 A.M. The Company shall assign two (2) or more employees to the night shift.

(k) Employees who are required to work in stores that are not open for business on Sunday shall be paid on the basis of time and one-half (1½) their hourly rate of pay.

(l) The Schedule of Hours for full and part-time employees shall be posted in ink not later than Saturday morning for the following week's work and shall not be subject to change.

(m) The letter dated August 17, 1974 (Appendix A hereto) to the Union from the Employer, providing for overtime shall remain in effect for the duration of this contract and shall also apply to First Meat Men, except that (1) the Employer shall not be required to provide such two and one-half (2½) hours of overtime in one shift, and (2) the Employer shall post the schedule of such overtime prior to the beginning of the week.

### GROCERY

(h) Full-time employees whose shift starts after 12:00 Noon or before 7:00 A.M. shall be paid a premium of One Dollar (\$1.00) per shift.

(m) The letter dated August 17, 1974 (Appendix "A" hereto) to the Union from the Employer, providing for overtime shall remain in effect for the duration of this contract.



## ARTICLE VII.

### WAGES

(a) The weekly scale of wages, general increases and cost of living protection increases, classification rates, premiums, hiring rates and increases shall be as set forth in Schedule "A" attached hereto and made part of this Agreement.

(b) A part-time employee is anyone working less than forty (40) hours per week.

(c) Part-time employees who desire to work twenty (20) hours a week or more shall be guaranteed twenty (20) hours work as scheduled by the Employer.

(d) The rates of pay presently paid to employees shall not be reduced during the period of this Agreement, unless an employee is reduced to a lower classification in lieu of a lay-off or discharge.

(e) All call-in pay shall be computed at the employee's hourly rate.

### GROCERY

(c) Part-time employees who desire to work twenty (20) hours a week or more shall be guaranteed twenty (20) hours' work as scheduled by the Company.

## ARTICLE VIII.

### HOLIDAYS

(a) The following legal holidays shall be observed by the Employer:

New Year's Day	Thanksgiving Day
Washington's Birthday	Christmas Day
Memorial Day	Lincoln's Birthday (1/2 day).
July 4th	Employee's Birthday
Election Day (1/2 day):	1 Employee Personal Day and
full day for Presidential	effective January 1, 1975
elections	add 1 additional Employee
Labor Day	Personal Day

When Christmas Eve falls on a working day, fifty (50%) per cent of the regular full-time employees shall be excused from work at 5:00 P.M. on Christmas Eve and the other fifty (50%) per cent excused at 5:00 P.M. on New Year's Eve, without loss of pay. Fifty (50%) per cent of the regular full-time employees working on any shift which finishes work other than 6:00 P.M. on Christmas Eve shall be excused from work one (1) hour prior to the end of their shift and the other fifty (50%) per cent excused

one hour prior to the end of their shift on New Year's Eve, without loss of pay.

(b) If there is no work to be performed on the above named holidays, then such regular full-time employees shall receive their regular weekly wages, providing they worked their regularly scheduled hours in the other days in the holiday week, or their absence is excused. Work performed on a holiday shall be paid for at twice the regular hourly rate of pay, in addition to the holiday pay.

(c) If an employee's birthday falls on Sunday or his day off or one of the above stated holidays, his day off for his birthday shall be the following day.

(d) The Personal Holidays are contingent on the employee giving the management a ten (10) day prior notice and to be mutually agreed to by both parties.

(e) Any time worked except on holiday by any full-time employee, in excess of thirty-two (32) hours per week during a week in which a full holiday falls, or in excess of thirty-six (36) hours per week during a week in which a half holiday falls, shall be paid for at time and one-half (1½) the regular hourly rate of pay. Overtime shall be worked as required by the Employer.

(f) The Employer shall notify the Union fifteen (15) calendar days prior to each holiday observed by the Employer under this Agreement whether it intends to keep the stores open. If during said fifteen (15) day period the Employer finds that competition is to remain open and it decides to remain open, it shall notify the Union of its intention. Premium pay and overtime pay shall not be pyramided.

(g) If the Company decides to remain open on any holiday, the ratio of part-time employees to full-time employees shall be the same as the ratio that existed on the same day of the prior week in the same store.

(h) Employees who are discharged for cause or voluntarily terminate their employment shall not be entitled to the holiday pay.

(i) If a recognized holiday falls on a regular work day during an employee's vacation period, he shall be paid a sum equal to daily straight time pay for such holiday in addition to his vacation pay, or may be given an additional day off with pay, at the discretion of the Company.

(j) Night crews shall not be required to work the night before Christmas and New Year holidays.

(k) All part-time employees in the employ of the Company ninety (90) days or more shall receive the same legal holidays enjoyed by full-

time employees provided they work their regularly scheduled hours in the other days in the holiday week or their absence is excused. Part-time employees' pay for said holidays shall be computed on the basis of the average hours worked over a period of five (5) weeks preceding the holiday. Holiday pay shall be pro-rated and shall be paid on the basis of the average hours worked in relation to a forty (40) hour work week.

#### *ARTICLE IX. VACATIONS*

(a) Each full-time employee in the employ of the Employer for a period of six (6) months of continuous full-time service shall receive one (1) week's vacation with pay.

(b) Full-time employees in the employ of the Employer for twelve (12) months of continuous full-time service receive two (2) weeks' vacation with pay.

(c) (1) Full-time employees with eight (8) years of continuous full-time service or more, shall receive three (3) weeks' vacation with pay.

(2) Full-time employees with fifteen (15) years of continuous full-time service or more, shall receive four (4) weeks' vacation with pay, except as hereinafter otherwise provided.

(d) Effective January 1, 1975, full-time employees with twelve (12) years of continuous full-time service or more, shall receive four (4) weeks' vacation with pay.

(e) Full-time employees with twenty-five (25) years of continuous full-time service or more, shall receive five (5) weeks' vacation with pay commencing January 1, 1975.

(f) Each employee shall receive and the Employer shall schedule the employee's full vacation allowance during the calendar year. Should the Employer fail to schedule an employee's full vacation during the year in which it has been earned, then the employee shall receive such portion of his vacation which has not been granted during the following year as well as any vacation earned during the following year.

(g) Vacation pay shall be computed on the basis of the employee's regular straight time weekly earnings including regular shift premiums, if any.

(h) Length of service for vacation shall be computed as the time served continuously by the employee with the Employer in a capacity other than part-time.

(i) Vacation periods and assignments shall be at the discretion of the employer, with due regard for the convenience of the employee. Employees eligible for two (2) weeks vacation or more shall receive two (2) consecutive weeks of vacation as scheduled by the Company. The Employer shall post the vacation schedule thirty (30) days before the employee is scheduled to begin his vacation. An employee transferred to another store location shall have the option to take his vacation at the time originally scheduled.

(j) Commencing 1969, full-time employees employed in stores designated "summer locations" who have earned three (3) weeks vacation shall be eligible to receive two (2) weeks vacation during the summer vacation period. Full-time employees employed in stores designated "summer locations" who have earned less than three (3) weeks vacation shall be eligible to receive one (1) week's vacation during the summer vacation period. The summer vacation period shall begin with Memorial Day and conclude Labor Day weekend.

(k) Effective January 1, 1975, any part-time employee in the employ of the Company six (6) months or more and who have worked three hundred (300) hours shall be eligible for pro-rata vacation. Eligibility shall be reviewed twice a year, January 1st and July 1st. Pro-rata vacation eligibility shall be computed on the same length of service formula as used for full-time employees in determining the number of weeks vacation. Any part-time employee who is laid off for a period up to ninety (90) days shall not lose his vacation rights.

The pro-rata vacation pay shall be computed on the basis of the total hours worked and divided by the number of weeks worked during the qualifying period.

(l) Part-time employees going to full-time shall receive their part-time vacation allowance before going full-time and upon going full-time they will begin to earn their full-time vacation allowance.

(m) Vacation due deceased employees shall be paid pro-rata to their estates.

## ARTICLE X. UNIFORMS AND TOOLS

The Employer agrees to furnish and supply all its employees, without cost, laundered aprons and uniforms and such tools as are necessary in the discharge of their work and also service such tools at no cost to the employees.

Employees required to work outside in foul weather conditions shall be furnished with protective outer clothing when performing such work.

ARTICLE XI.  
*JURY DUTY*

The Employer shall grant to each full-time employee on jury duty the difference between the employee's regular straight time earnings, including regular shift premiums, if any, and the juror's fee paid to the employee. When an employee on jury duty has served five (5) days during the week, he shall not be required to work on Saturday. When an employee is excused from jury duty, he shall be obliged to return to the store for his normal day's work whenever reasonably possible.

The Employer will pay to the full-time employee the regular straight time weekly earnings, including regular shift premiums. The full-time employee will then return to the Company the fee paid to the employee for attendance as a juror.

ARTICLE XII.  
*FUNERAL LEAVE*

Full-time employees shall be entitled to paid funeral leave not to exceed three (3) days for all work days lost from the day of the death through the day of the burial of a member of immediate family, except as the religious dictates of an employee may require a different three (3) day period, the employee's working day off not to be computed as part of funeral leave. The immediate family is defined as the spouse, child, sister, brother, parent or spouse's parent. In the event of the death of a member of the employee's family other than the immediate family, the employee shall have one (1) day off without loss of pay to attend the funeral.

ARTICLE XIII.  
*SENIORITY*

(a) Seniority for full-time employees shall be continuous from the first day of hire within the bargaining unit. All new employees shall be on probation for a trial period of thirty (30) days, after which they shall be placed on the seniority roster and their seniority shall date from date of hire.

(b) Seniority for full-time employees shall be measured on the following two divisions of the Employer's Division:

1. Boroughs of Manhattan and the Bronx (Local #174) and
2. Westchester County and those portions of Putnam and Dutchess Counties covered by the Agreement (Local #489).

Layoffs and rehiring of such employees shall be based upon seniority. Permanent transfers and promotions within the Employer Division shall be based on fitness and ability with seniority a factor only when all other things are equal.

(c) Full-time employees with more than one (1) year's seniority if laid off, through no fault of their own, shall be given preference for available part-time employment before new part-time employees are hired.

Such employees shall be paid the hourly rate equivalent to the full-time hourly rate of pay previously received. Rights under this Article shall continue for a period not exceeding one (1) year from the date of layoff.

(d) When a full-time employee is rehired within the one (1) year period of layoff as provided for in paragraph (c), his seniority rights shall be restored on the first of the month following his re-employment. During the period of layoff, all fringe benefits shall be cancelled and the period of layoff shall not be counted as months of employment in relation to fringe benefit credits, or in relation to progression on the wage scale.

(e) When a part-time employee is rehired within ninety (90) days of layoff, his seniority rights shall be restored on the first day of the month following his re-employment, and if he qualifies as required he shall be granted vacation and welfare benefits.

(f) Any full-time employee who is laid off and fails to report for work when recalled from layoff within seven (7) days (unless excused for a longer period by the Company's Employment Office) after the Company has deposited in the United States mail, postage prepaid, a registered letter directed to the Union and to such employee at his last known address as shown by the records of the Company, shall terminate his seniority.

(g) When two (2) or more employees are hired on the same day in the same seniority area, the Employer will notify the union of their seniority status.

(h) The Employer agrees to give one (1) week's notice to the full-time employee and the Union prior to layoff because of lack of work and the full-time employees agree to promptly notify (within one (1) week) the Employer of his choice of accepting part-time work in lieu of layoff.

(i) On demotions of Dept. Head's, the Union shall be notified one (1) week in advance of such demotions. Such demotions shall be subject to the grievance procedure.

(j) 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.

(k) The Union may elect or appoint one Market Steward for each store from among the employees. They shall be at all times full-time employees and shall be the last to be laid off. The Employer shall be notified of the election or appointment of such Market Steward.

(l) There shall be no transfer of Market Stewards without prior discussion with the Union. In the event that the Union disagrees, the issue shall be subject to the grievance procedure.

(m) In the event a full-time employee is permanently transferred to another store, the Union and the employee shall be notified in writing at least one (1) week in advance of said transfer. Any such transfer for a period in excess of two (2) weeks shall be considered a permanent transfer. When a full-time employee is transferred from one Division to another (whether or not it involves a transfer from the jurisdiction of one Local Union to another), he shall be credited in the new Division with the seniority accrued in the Company. The Employer will consider the request of full-time employees for transfers within the respective bargaining unit of each Local. A temporary transfer of an employee in any given day to more than one (1) store shall be avoided except in case of extreme emergency. Such temporary transfers shall be successively made on the basis of classification (i.e., Journeyman Butchers, Apprentices, Wrappers), and Unit seniority in the store. Seniority shall not apply in cases involving temporary transfers to new or remodeled stores but employees subject to such transfers shall not again be transferred, except in order of seniority.

The present assignment of an employee to another store on a regular relief basis shall not be considered a transfer.

(n) Separate seniority lists of full-time employees and part-time employees shall be made available to the respective Union.

(o) Layoffs of part-time employees shall be based upon seniority. Part-time seniority shall be measured on a store Unit basis. Part-time employees transferred from one store to another within the bargaining unit shall carry with them their accumulated seniority. Seniority rights under this paragraph shall continue for a period not exceeding ninety (90) consecutive calendar days from the day of layoff.

(p) Before new full-time employees are hired on the day shift, all full-time employees who have worked one (1) year or more on the night shift and request a transfer to the day shift will be granted said transfer if the following conditions shall be available. The Employer and the Union shall establish a list of full-time night workers who desire transfer to the day shift. The Employer and the Union shall develop a system for such transfer based upon length of service on the night shift.

1. Available work on day shift.
2. Suitable replacement for employees on night shift.
3. Employee's ability to perform work on day shift.

(q) The Company agrees that the total number of full-time employees on the Company payroll at the expiration of this Agreement, including those on leave in the Military Service, shall not be less than the number of employees on the Company payroll in each local union as of August 7, 1971.

(r) The Employer will furnish the Union weekly with a list of newly hired and terminated employees.

(s) A separate seniority list covering the classification of First Meat Men shall be prepared by the Employer and made available to the Union. On demotion, pursuant to section (i) above of a First Meat Man, he shall be returned to his former job as ice box man or journeyman, as the case may be, and slotted into the seniority list of full-time employees. Such employee shall be credited with service as First Meat Man in the computation of his seniority. In all other respects this Article shall apply to First Meat Men as a separate classification.

(t) All full-time employees hired prior to August 7, 1971, shall not be laid off during the period of this Agreement, except in the event of a strike or strikes or of a national emergency affecting the operation of the stores. It is the intention of this provision to guarantee full-time employment to present full-time employees, but not to establish a guarantee against reclassification.

(u) When full-time openings become available, part-time employees will be given first consideration to fill the full-time openings.

### *GROCERY*

(b) Seniority for full-time employees shall be measured on the basis of service within the Eastern Region covered by this Agreement, except that in the Bronx, Manhattan, Westchester and parts of Dutchess and Putnam counties, such seniority shall be measured on the following two divisions of the Employer's division:

Layoffs and rehiring of such employees shall be based upon seniority within the unit. Permanent transfers and promotions within the Employer unit shall be based on fitness and ability with seniority a factor only when all other things are equal.

(f) When full-time openings become available, part-time employees will be given first consideration to fill the full-time openings.



## GROCERY

(g) Any full-time employee who is laid off and fails to report for work when recalled from the layoff within seven (7) days (unless excused for a longer period by the Company's employment office) after the Company has deposited in the United States mail, postage prepaid, a registered letter directed to the Union and to such employee at his last known address as shown by the records of the Company, shall terminate his seniority.

(h) When two (2) or more employees are hired on the same day in the same seniority area, the Employer will notify the Union of their seniority status.

(i) The Employer agrees to give one (1) week's notice to the full-time employees and the Union prior to layoff because of lack of work, and the full-time employee agree to promptly notify (within one (1) week) the Employer of his choice of accepting part-time work in lieu of layoff.

(j) On demotions of department heads, the Union shall be notified one (1) week in advance of such demotions. Such demotion shall be subject to the grievance procedure.

(k) 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.

(l) The Union may elect or appoint one Market Steward for each store among the employees. They shall be at all times full-time employees and shall be the last to be laid off. The Employer shall be notified of the election or appointment of such Market Stewards.

(m) There shall be no transfer of Market Stewards without prior discussion with the Union. In the event that the Union disagrees, the issue shall be subject to the grievance procedure.

(n) In the event a full-time employee is permanently transferred to another store, the Union and the Employee shall be notified in writing at least one (1) week in advance of said transfer. Any such transfer for a period in excess of two (2) weeks shall be considered a permanent transfer. When a full-time employee is transferred from one division to another (whether or not it involves a transfer from the jurisdiction of one Local Union to another), he shall be credited in the new division with the seniority accrued in the Company. The Employer will consider the request of full-time employees for transfer within the respective bargaining unit of each Local. A temporary transfer of an employee in any given day to more than one (1) store shall be avoided except in case of

## GROCERY

extreme emergency. Such temporary transfers shall be successively made on the basis of unit seniority in the store. Seniority shall not apply in cases involving temporary transfers to new or remodelled stores but employees subject to such transfers shall not again be transferred, except in order of seniority. The present assignment of an employee to another store on a regular relief basis shall not be considered a transfer.

(o) Separate seniority lists of full-time employees and part-time employees shall be made available to the respective Union.

(p) Layoffs of part-time employees shall be based upon seniority. Part-time seniority shall be measured on a store unit basis. Part-time employees transferred from one store to another within the bargaining unit shall carry with them their accumulated seniority. Seniority rights under this paragraph shall continue for a period not exceeding ninety (90) consecutive calendar days from the day of layoff.

(q) Before new full-time employees are hired on the day shift, all full-time employees who have worked one (1) year or more on the night shift and request a transfer to the day shift will be granted said transfer if the following conditions shall be available. The Employer and the Union shall establish a list of full-time night workers who desire transfer to the day shift. The Employer and the Union shall develop a system for such transfer based upon length of service on the night shift.

1. Available work on day shift.
2. Suitable replacement for employee on night shift.
3. Employee's ability to perform work on the day shift.

(r) The Company agrees that the total number of full-time employees on the Company payroll at the expiration of this Agreement, including those on leave in the military service, shall not be less than the number of employees on the Company payroll in each Local Union as of August 7, 1971.

(s) The Employer will furnish the Union weekly with a list of newly hired and terminated employees.

(t) All full-time employees hired prior to August 7, 1971, shall not be laid off during the period of this Agreement, except in the event of a strike or strikes or of a national emergency affecting the operation of the stores. It is the intention of this provision to guarantee full-time employment to present full-time employees, but not to establish a guarantee against reclassification.

ARTICLE XIV.  
*GRIEVANCE PROCEDURE AND ARBITRATION*

(a) Any disputes, differences or grievances arising out of the interpretation, application, breach or claim of breach of the provisions of this Agreement shall be settled in the following manner:

The aggrieved employee, the Market Steward or the Union Representative may present and discuss any grievances to the Manager. If not settled, the Union Representative may present the grievance to the Company Supervisor or person so designated by the Employer. All grievances submitted to the Personnel Director, in writing, will be answered, in writing, to the Union within seven (7) days. In the event that such dispute, difference or grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such dispute, difference or grievance arising out of the interpretation, application, breach or claim of breach of the provisions of this Agreement shall be submitted, at the request of either party, to arbitration under the Voluntary Arbitration Rules, then obtaining of the American Arbitration Association.

(b) The decision of the arbitrator shall be final and binding upon the parties. The parties further agree that there shall be no suspension of work when any such dispute, difference or grievance arises and while it is in the process of adjustment or arbitration. The parties agree that the expenses of arbitration shall be borne equally between them.

(c) The arbitrator shall not have the power to arbitrate provisions of a new agreement or to arbitrate away in whole or in part any provisions of this Agreement, nor shall he have the power to add to, delete from, or modify the provisions of the Agreement.

(d) Any member of the bargaining unit who shall, at the discretion of the arbitrator be required to testify at, or attend any hearing or arbitration, mediation or settlement of any question of violations of this contract, shall not suffer any loss in wages by reason thereof.

(e) No dispute, difference or grievance shall be subject to arbitration unless the request for arbitration shall be made within sixty (60) days after the dispute, difference or grievance has been presented to the other party.

(f) No grievance involving a discharge or suspension shall be subject to arbitration unless a request for arbitration thereto shall be made within thirty (30) days after the employee has been discharged or suspended.

**ARTICLE XV.**  
**STRIKES AND LOCKOUTS**

There shall be no cessation of work, no strikes, no picketing, or other interference with the operations of the Employer, or lockouts for any cause whatsoever during the life of this Agreement. No employee shall be disciplined or discharged for refusal to cross a legal picket line.

**ARTICLE XVI.**  
**DISCHARGE**

The Employer retains the right to discharge or suspend any employee for just cause.

The Employer shall notify the Union office prior to any employee being so suspended or discharged. The Union may, not later than five (5) days after such discharge or suspension, challenge same through the grievance procedure herein provided and if not settled through the grievance procedure, the matter may be submitted to arbitration in the manner herein provided.

**ARTICLE XVII.**  
**WELFARE**

(a) The Employer shall continue the existing Group Life Insurance Plan for full-time employees up to age 65. All full-time employees who retire after age 55 with at least fifteen (15) years' Company service shall receive a death benefit of Fifteen Hundred (\$1,500.00) Dollars.

(b) The Employer will pay the premiums to provide for full-time employees' hospitalization by expanded Blue Cross, the New and improved out-patient benefits and higher pregnancy related in-patient benefits. The expanded Blue Cross coverage shall provide seventy (70) full days and one hundred eighty (180) half days of hospitalization, pursuant to the terms of the policy. The Employer will also provide medical and surgical benefits including Family Doctor Plan, anesthesia coverage and such additional benefits as provided by the expanded Group Health Insurance Plan, including rider "C." Blue Cross and Group Health Insurance coverage will be improved to include dependent children students to age twenty-three (23). Should the Employer desire to provide equal or better coverage through self-insurance or otherwise, such proposed change will first be discussed with the Union subject to the grievance and arbitration procedure of the contract. The benefits provided under this paragraph shall be fully described in booklet to be distributed to the em-

ployees. Any full-time early retiree will have the option to purchase Blue Cross and Group Health Insurance coverage at the Company's then prevailing group rate until age 65.

(c) The Employer shall provide an improved Optical Plan for all full-time employees, the spouse of each employee and the dependents of each such employee up to the age of nineteen (19) years, as described in the policy.

(d) The Employer shall provide an improved Dental Plan for full-time employees, for the spouse of each employee and the dependents of each such employee up to the age of nineteen (19) years as described in the "Group Dental Expense Benefits" policy.

The Company will provide a Major Medical Plan for full-time employees, for the spouse of each employee and the dependents of such employee up to the age of nineteen (19) years. The premium for the improved Optical Plan, the improved Dental Plan and Major Medical Plan shall be paid by the Company to the Health and Welfare Fund of the Local Union.

(e) Effective January 1, 1975, full-time employees and their dependents shall be provided a comprehensive prescription drug plan paid for by the Employer with a 50 cents deductible per prescription.

(f) Sickness absence benefits shall be provided in accordance with the Employer's present practice.

(g) Any full-time employee who is disabled due to a workmen's compensation injury shall be continued on Blue Cross and Group Health Insurance as long as such employee is on the active payroll.

(h) The benefits provided by sub-paragraphs (b), (c) and (d) will be provided for all full-time employees on the active payroll of the Employer on the first day of the month following the date of employment.

(i) Effective January 1, 1975, all part-time employees with ninety (90) days seniority shall be entitled to the hospitalization, surgical and miscellaneous benefits as previously provided: provided, however, they are not covered under any other plan providing for hospitalization benefits. Said benefits shall be expanded to include improved Optical Plan, One Thousand (\$1,000.00) Dollars life insurance, thirty-one (31) days for hospital room and board at the average of semi-private accommodations, unlimited miscellaneous coverage, One Hundred (\$100.00) Dollars maternity coverage, Five Hundred (\$500.00) Dollars surgical fee pursuant to the terms of the policy, and Fifty (\$50.00) Dollars diagnostic fee out of hospital. The premium for the above benefits shall be paid by the

Company to the Health and Welfare Fund of the local Union, which shall pay them to the appropriate insurer.

(j) The Company agrees to pay to the Welfare and Pension Plans of the respective local Union Two (\$2.00) Dollars per day of employment for part-time butchers.

(k) Part-time employees who have worked not less than thirty-two (32) hours each week and who have completed six (6) months of employment with the Employer shall be entitled to the same benefits under the following Articles as full-time employees:

ARTICLE VIII—HOLIDAYS

ARTICLE IX—VACATIONS

ARTICLE XI—JURY DUTY

ARTICLE XII—FUNERAL LEAVE

ARTICLE XVII—WELFARE

ARTICLE XVIII—PENSIONS

ARTICLE XIX—LEAVE OF ABSENCE

(a) Maternity Leave

(b) National Guard Service and Reserves

(c) Military Service

### GROCERY

(b) The Employer will pay the premiums to provide for full-time employees' hospitalization by expanded blue cross, the new and improved out-patient benefits and higher pregnancy related in-patient benefits. The expanded blue cross coverage shall provide seventy (70) full days and one hundred eighty (180) half days of hospitalization, pursuant to the terms of the policy. The Employer will also provide medical and surgical benefits, including family doctor plan, anesthesia coverage and such additional benefits as provided by the expanded group health insurance plan, including Rider "C." Should the Employer desire to provide equal or better coverage through self-insurance or otherwise, such proposed change will first be discussed with the Union subject to the grievance and arbitration procedure of the contract. The benefits provided under this paragraph shall be fully described in a booklet to be distributed to the employees.

Blue cross and group health insurance coverage will be improved to include dependent children—students to age twenty-three (23).

Any full-time early retiree will have the option to purchase blue cross and group health insurance coverage at the Company's then prevailing group rate until age sixty-five (65).

(g) The benefits provided by sub-paragraph (b), (c) and (d) will be provided for all full-time employees on the active payroll of the Employer on the first day of the month following the date of employment.

(h) Any full-time employee who is disabled due to a workmen's compensation injury shall be continued on blue cross and group health insurance as long as such employee is on the active payroll.

ARTICLE XVIII.  
*PENSIONS*

The Employer agrees to continue to contribute for each regular full-time employee covered by this Agreement the sum of Sixty-Three Dollars and Fifty Cents (\$63.50) per month. Contributions for employees who become regular full-time employees after the date of this Agreement shall be payable from the first of the month following thirty (30) days of full-time employment. The contribution provided for in this Article shall be for the purpose of providing retirement benefits for eligible employees in accordance with the Pension Plan of the Pension Fund as determined from time to time by the Trustees of the Pension Fund.

The present normal pension benefit of Three Hundred (\$300.00) Dollars per month payable to each regular full-time employee covered by the appropriate collective bargaining agreements who fulfills the requirements of age and pension credits set forth in the Pension Plan Rules for the Amalgamated Meat Cutters and Butcher Workmen's Union and Industry Pension Fund (herein referred to as "National Pension Fund") shall be increased as follows:

Effective February 1, 1975 .....	\$350.00 per month
Effective May 1, 1977 .....	\$400.00 per month

The Company shall contribute monthly to the National Pension Fund the sums deemed necessary by the Trustees of the National Pension Fund on January 23, 1975 confirmed in a letter to the Company dated February 14, 1975 by the Fund attorney to fund for such employees the said pension benefits of Three Hundred and Fifty (350.00) Dollars and Four Hundred (\$400.00) Dollars per month and the related adjusted benefits of early retirement pension, disability pension and vesting as provided or to be provided in the Rules and Regulations of the National Pension Fund. Such related benefits shall be adjusted appropriately to reflect the increased normal pension benefit amounts.

The Employer has been and still is a party to the Agreement and Declaration of Trust establishing the Pension Fund and has agreed to be bound by all the terms and provisions of said Agreement. The Employer, by the execution of this Collective Bargaining Agreement, approves and

ratifies the appointment as its representatives of Employer Trustees heretofore made or hereafter made pursuant to the terms of the said Agreement and Declaration of Trust. The Employer has executed a participation Agreement for the Pension Fund.

ARTICLE XIX.  
*LEAVE OF ABSENCE*

(a) *Maternity Leave.* When an employee with one (1) year or more of continuous full-time service leaves because of maternity, she will be granted a leave of absence without loss of seniority for a maximum period of six (6) months. Any female employee desiring to work beyond three (3) months prior to the expected due date or who wishes to return within three (3) months of the birth of the child, must provide a doctor's note certifying her ability to do so. During the leave of absence, all fringe benefits, including time worked for vacation credit, will be forfeited, with the exception of hospitalization, including Group Health Insurance Maternity Benefits, and the employee may pay the premium for hospitalization.

(b) Any employee will be entitled to a thirty (30) day leave of absence if approved by the personnel Director.

(c) *National Guard Service and Reserves.*

(1) Any full-time employee who is a member of an organized reserve program or in the National Guard shall be eligible for a two weeks leave of absence (subject to extension in exceptional cases) without pay, such leave to be in addition to the employees regularly scheduled vacation period, in order that the employee may participate in the military training required by such organization.

(2) Any employee who wishes to use his regular vacation period for military absence shall be paid in accordance with the regular vacation procedure.

(3) All notices for any Military Leave of Absence must be submitted in writing to the Personnel Director via the store manager.

(d) *Military Service.* When a full-time employee is called into service he shall be paid his normal vacation pay at the time of induction. Upon return he shall receive a vacation pro-rated according to the number of months worked in that calendar year. The rate of pay for a returned veteran shall be in accordance with the veteran's re-employment rights. No accumulated time toward progression increases will be credited during Military Service. Upon return the employee will be granted all general increases.



(e) *Union Officers.* Employees hereafter elected or appointed to full-time Union office shall be granted a leave of absence without loss of seniority but without accumulating seniority during the period of the leave of absence.

ARTICLE XX.  
*BULLETIN BOARDS*

The Union shall share existing store bulletin boards for the use of regular Union notices.

ARTICLE XXI.  
*UNION VISITATION*

A duly credited representative of the Union shall have the right to visit any of the Employer's stores covered hereunder any time during normal working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no interruption of, or interference with the Employer's business. Company to make available time for Union Representatives to visit night crews upon the Union's request.

ARTICLE XXII.  
*LEGISLATION*

(a) The parties agree that should the enactment of any Federal or State law, including but not limited to equal pay legislation and/or legislation pertaining to call-in pay, affect the terms or working conditions of employees herein, such terms or working conditions shall be applicable to this Agreement and this Agreement shall be amended in accordance therewith.

(b) In the event the Federal or State government shall enact legislation, during the terms of this Agreement, affecting the application of any of the provisions hereunder, including, but not limited to, wages or fringe benefits the parties hereto recognize their obligation to comply with such new restrictive legislation. Thereafter, if the provisions, including, but not limited to, wages or fringe benefits, of this Agreement may be lawfully reinstated the parties hereto further agree that they shall reinstitute, as soon as possible, the provisions of this Agreement as if no such new restrictive legislation has been enacted.

(c) Each and every clause of this contract shall be deemed separable from each and every other clause of this contract to the end that in the event that any clause or clauses shall be in violation of any law, then and in such event, such clause or clauses only, to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offering language may appear.

#### *GROCERY*

(c) Each and every clause of this contract shall be deemed separable from each and every other clause of this contract to the end that in the event that any clause or clauses shall be in violation of any law, then and in such event, such clause or clauses only to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

#### *ARTICLE XXIII.*

##### *TERMINATION*

This Agreement shall continue in full force and effect until the 13th day of August, 1977, and shall be automatically renewed from year to year thereafter, unless at least ninety (90) days prior to the 13th day of August, 1977, or any annual date of expiration thereafter, written notice by registered mail is given by either party to the other of a desire to revise or to terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 1975.

THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INCORPORATED

By Richard O'Connell

By Louis VanLenten

BUTCHERS, FOOD HANDLERS and ALLIED WORKERS UNION OF GREATER NEW YORK and NEW JERSEY, LOCAL 174, affiliated with the AMALGAMATED MEAT CUTTERS and BUTCHER WORKMEN OF NORTH AMERICA, AFL-CIO

By Elmer De Prespo

By .....

APPENDIX "A"

August 17, 1974

TO: Local 342, 174, 464 and 489 of Amalgamated Meat Cutters and Butcher Workmen of North America

Gentlemen:

This letter will confirm the Company's Agreement that present employees on the payroll August 3, 1968 shall be eligible for two or two and one-half hours of overtime work per week and shall, if they desire, receive such overtime during the period of this contract which expires August 13, 1977. Such two or two and one-half hours of overtime shall be provided in one shift, from Monday through Friday of each week, except when a full-time employee works an eight (8) hour holiday in the

holiday week, the Company shall not be obligated for the two or two and one-half hour guaranteed overtime; however, on the four hour holiday, the employee is to receive the regular two or two and one-half hour guarantee in addition.

Very truly yours,  
THE GREAT ATLANTIC & PACIFIC  
TEA COMPANY, INC.

By .....

APPENDIX "B"

It is hereby agreed that Section 6 of the Stipulation covering First Meat Men executed January 24, 1963, shall remain in full force and effect from August 17, 1974 until August 13, 1977.

BUTCHERS, FOOD HANDLERS and  
ALLIED WORKERS UNION OF GREATER  
NEW YORK and NEW JERSEY,  
LOCAL 174, affiliated with the  
AMALGAMATED MEAT CUTTERS and  
BUTCHER WORKMEN OF NORTH AMERICA,  
AFL-CIO

By Elmer De Prespo

By .....

THE GREAT ATLANTIC & PACIFIC TEA  
COMPANY, INCORPORATED

By Richard O'Connell

By Louis VanLenten

SCHEDULE "A"  
MEAT DEPARTMENT

1. All full-time Meat Department employees in the employ of the Company shall receive the following wage adjustments:

EFFECTIVE DATES

C.O.L.\*

	<i>8/11/74</i>	<i>8/10/75</i>	<i>2/15/76</i>	<i>8/15/76</i>	<i>C.O.L.*</i> <i>2/13/77</i>
	<i>Per Week</i>	<i>Per Week</i>	<i>Per Week</i>	<i>Per Week</i>	<i>Per Week</i>
First Meat Men .....	\$ 40.00	\$ 15.00	\$ 5.00	\$ 14.00	\$ 5.00
Journeyman Butcher & Apprentice .....	\$ 37.00	\$ 13.00	\$ 5.00	\$ 14.00	\$ 5.00
Special Clerks .....	\$ 25.00	\$ 12.00	\$ 5.00	\$ 13.00	\$ 5.00
First Meat Men — Minimum Rate	\$281.00	\$296.00	\$301.00	\$315.00	\$320.00
Journeyman Butchers and Apprentices — Maximum Rate	\$252.00	\$265.00	\$270.00	\$284.00	\$289.00
Special Clerks — Maximum Rate	\$192.75	\$204.75	\$209.75	\$222.75	\$227.75

2. Hiring Rates for full-time Journeyman Butchers shall be as follows:

	\$252.00	\$265.00	\$270.00	\$284.00	\$289.00
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3. Hiring Rates for part-time Journeyman Butchers shall be as follows:

	\$ 6.30	\$ 6.625	\$ 6.75	\$ 7.10	\$ 7.225
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\*Cost of Living Protection Increase

4. For full-time Apprentice Butchers hired after August 10, 1974, the following wage scale shall apply:

Starting Salary of \$140.00—and each six months thereafter they will receive a \$15.00 increase for thirty-six months—in addition to any general contract increase and cost of living protection increase. No increase shall be less than the applicable amount set forth in this paragraph.

5. Special Clerks hired after August 10, 1974, the following wage scale shall apply:

Starting salary of \$115.00—and each six months thereafter they will receive a \$10.00 increase for thirty-six months—in addition to any general contract increase and cost of living protection increase. They will then go on an equalization schedule until they are leveled off with other

special clerks in this contract. No increase shall be less than the applicable amount set forth in this paragraph.

6. Any Journeyman Butcher assigned to ice box work for four (4) hours per day or more shall receive a premium of two dollars (\$2.00) per day.

7. The premium pay for full-time employees on night shift shall be twenty dollars (\$20.00) per week for the man in charge and fifteen dollars (\$15.00) for the other full-time employees.

8. All part-time employees in the employ of the company shall receive the following hourly wage increase.

EFFECTIVE	8/11/74 —	\$0.40
	8/10/75 —	\$0.30
	8/15/76 —	\$0.30

The maximum hourly rates after the above effective dates shall be four dollars and eleven cents (\$4.11), four dollars and forty-one cents (\$4.41), and four dollars and seventy-one (\$4.71), respectively.

9. All part-time Meat employees hired between August 7, 1971 and August 10, 1974, are to continue their existing salary progressions until they reach the Maximum provided thereby. Commencing six (6) months thereafter, or in the case of employees presently at the top of the progression, six (6) months after the date hereof, they shall be entitled to three (3) additional semi-annual increments as scheduled below:

These additional increments shall be in addition to the general increases provided by this agreement but shall not exceed the maximums provided for herein.

<i>Part-Time Meat Clerks</i>	<i>Difference</i>	<i>After 6 Months</i>	<i>After 6 Months</i>	<i>After 6 Months</i>
\$2.75	\$0.96	\$0.32	\$0.32	\$0.32
3.00	.71	.23	.24	.24
3.25	.46	.15	.15	.16

10. Part-time employees hired after August 10, 1974, the following wage scale shall apply:

Starting salary of 2.30 per hour — and each six months thereafter they will receive a \$0.15 increase for thirty six months — in addition to any general contract increase. They will then go on an equalization schedule until they are leveled off with other part-time clerks in this contract. No increase shall be less than the applicable amount set forth in the above paragraph.

11. Should a Journeyman Butcher relieve a First Meat man for a week, he shall receive a premium of fifteen dollars (\$15.00) per week.

12. Seafood clerks shall be considered to be employees in the Meat Department and shall receive the Meat Department rates and progressions.

13. Part-time employees who are rehired within ninety (90) days after termination of employment shall receive the same rate of pay as of the date of such termination.

SCHEDULE "A"  
GROCERY DEPARTMENT  
EFFECTIVE DATES  
C.O.L.\*

1. All full-time Grocery Department employees in the employ of the company shall receive the following weekly wage increases:  
Produce Head, Dairy

	8/11/74	8/10/75	2/15/76	8/15/76	C.O.L.* 2/13/77
Head, Deli Head and Head Cashier..\$	27.50	\$ 12.00	\$ 5.00	\$ 13.00	\$ 5.00
Grocery Clerks and and Special Clerks..\$	25.00	\$ 12.00	\$ 5.00	\$ 13.00	\$ 5.00
Produce Head—Minimum Rate	\$221.00	\$233.00	\$238.00	\$251.00	\$256.00
Dairy and Deli Head—Minimum Rate	\$216.00	\$228.00	\$233.00	\$246.00	\$251.00
Head Cashier—Minimum Rate	\$208.50	\$220.50	\$225.50	\$238.50	\$243.50
Grocery Clerks—Maximum Rate	\$206.00	\$218.00	\$223.00	\$236.00	\$241.00
Special Clerks—Maximum Rate	\$192.75	\$204.75	\$209.75	\$222.75	\$227.75

\*Cost of Living Protection Increase

2. All full-time Grocery employees hired between August 7, 1971 and August 10, 1974, and/or promoted to Department Head or Head Cashier are to continue their existing salary progression until they reach the maximum provided thereby. Commencing six (6) months thereafter, or, in the case of employees presently at the top of the progression six (6) months after the date hereof, they shall be entitled to three (3) additional semi-annual increments as scheduled below. These additional increments shall be in addition to any general contract increase and cost of living protection increase provided by this agreement, but shall not exceed the maximums provided for herein.

	<i>Difference</i>	<i>After 6 Mo.</i>	<i>After 6 Mo.</i>	<i>After 6 Mo.</i>
<b>PRODUCE HEAD</b>				
\$147.50	\$46.00	\$15.00	\$15.00	\$16.00
157.50	36.00	12.00	12.00	12.00
166.50	27.00	9.00	9.00	9.00
<b>DAIRY HEAD &amp; DELI HEAD</b>				
\$142.50	\$46.00	\$15.00	\$15.00	\$16.00
152.50	36.00	12.00	12.00	12.00
161.50	27.00	9.00	9.00	9.00
<b>HEAD CASHIER</b>				
\$129.00	\$51.50	\$17.00	\$17.00	\$17.50
130.50	41.50	14.00	14.00	13.50
148.50	32.50	11.00	11.00	10.50
<b>GROCERY CLERKS</b>				
\$135.00	\$46.00	\$15.00	\$15.00	\$16.00
145.00	36.00	12.00	12.00	12.00
154.00	27.00	9.00	9.00	9.00
<b>SPECIAL CLERKS</b>				
\$122.00	\$45.75	\$15.00	\$15.00	\$15.75
132.00	35.75	12.00	12.00	11.75
141.00	26.75	9.00	9.00	8.75

3-A. Grocery Clerks hired after August 10, 1974, the following wage scale shall apply:

Starting salary of \$125.00 — and each six (6) months thereafter they will receive a \$10.00 increase for thirty-six (36) months — in addition to any general contract increase and cost of living protection increase. They will then go on an equalization schedule until they are leveled off with other Grocery Clerks in this contract. No increase shall be less than the applicable amount set forth in this paragraph.

B. Special Clerks hired after August 10, 1974, the following wage scale shall apply:

Starting salary of \$115.00 — and each six (6) months thereafter they will receive a \$10.00 increase for thirty-six (36) months — in addition to any general contract increase and cost of living protection increase. They will then go on an equalization schedule until they are leveled off with other Special Clerks in this contract. No increase shall be less than the applicable amount set forth in this paragraph.



4. All Part-Time Employees in the employ of the company shall receive the following hourly wage increase:

EFFECTIVE	8/11/74 — \$0.40
	8/10/75 — \$0.30
	8/15/76 — \$0.30

The maximum hourly rates after the above effective dates shall be Four Dollars and Eleven cents (\$4.11), Four Dollars and Forty-One cents (\$4.41), and Four Dollars and Seventy-One cents (\$4.71), respectively.

5. All Part-Time Grocery Employees hired between August 7, 1971 and August 10, 1974, are to continue their existing salary progressions until they reach the maximum provided thereby. Commencing six (6) months thereafter, or, in the case of Employees presently at the top of the progression six (6) months after the date hereof, they shall be entitled to three (3) additional semi-annual increments as scheduled below.

These additional increments shall be in addition to the general increases provided by this Agreement but shall not exceed the maximums provided for herein.

	<i>Difference</i>	<i>After 6 Mo.</i>	<i>After 6 Mo.</i>	<i>After 6 Mo.</i>
PART TIME GROCERY CLERKS				
\$2.75	\$0.96	\$0.32	\$0.32	\$0.32
3.00	.71	.23	.24	.24
3.25	.46	.15	.15	.16

6. Part-Time Employees hired after August 10, 1974, the following wage scale shall apply:

Starting salary of \$2.30 per hour — and each six (6) months thereafter they will receive a \$0.15 increase for thirty-six (36) months — in addition to any general contract increase. They will then go on an equalization schedule until they are leveled off with other Part-Time clerks in this contract. No increase shall be less than the applicable amount set forth in this paragraph.

7. Part-Time Head Cashiers shall receive an hourly premium of Twenty-Five (\$0.25) cents.

8. The premium pay for Full-Time Employees on night shift shall be Twenty (\$20.00) dollars per week for the man in charge, Fifteen (\$15.00) dollars per week for the other Full-Time Employees.

9. The premium pay for Part-time Employees on night shifts shall be Twenty-Five (\$0.25) cents per hour.

10. The premium pay for Employees on afternoon shift shall be Ten (\$10.00) dollars per week for the man in charge and Five (\$5.00) dollars per week for all other Full-Time Employees.

11. Delicatessen Clerks shall be considered to be employed in the Grocery Department and shall receive the Grocery Department rates and progressions.

12. Department Head Relief premium in Supermarkets for a week.

Produce .....	\$10.00 per week
Dairy .....	5.00 per week
Delicatessen .....	5.00 per week

13. Part-Time Employees who are rehired within ninety (90) days after termination of employment shall receive the same rate of pay as of the date of such termination.

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