5-13-1979

Grand Union Company and Food Handlers Union, Local 371, AFL-CIO (1979)

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Grand Union Company and Food Handlers Union, Local 371, AFL-CIO (1979)

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AGREEMENT

BETWEEN

THE GRAND UNION CO.

AND

LOCAL 371

UNITED FOOD
AND COMMERCIAL WORKERS
UNION — A.F.L.-C.I.O.

Effective Date — May 13, 1979
Expiration Date — May 15, 1982

LOCAL 371
FOOD HANDLERS UNION
A.M.C. & B.W. of N.A. - AFL-CIO
877 POST ROAD EAST
P. O. BOX 470
WESTPORT, CONN. 06880

X-5/82
AGREEMENT

BETWEEN

THE GRAND UNION CO.

AND

LOCAL 371

UNITED FOOD
AND COMMERCIAL WORKERS
UNION — A.F.L.-C.I.O.

Effective Date — May 13, 1979
Expiration Date — May 15, 1982
May 13, 1979

Local 371, United Food and Commercial Workers Union
877 East State Street
Westport, Connecticut 06880

Gentlemen:

This has reference to our Agreement with your Local for the period May 13, 1979, through May 15, 1982.

It is agreed that if, during the term of this Agreement, the Company enters into a boxed beef program, the Union when notified, will be willing to discuss the elimination of the Breakdown Cutter classification and premium provided that any employee currently receiving said premium shall continue to do so.

Very truly yours,

THE GRAND UNION COMPANY

By

ACCEPTED:
FOOD HANDLERS UNION LOCAL 371
May 13, 1979

Local 371, United Food and Commercial Workers Union
877 East State Street
Westport, Connecticut 06880

Gentlemen:

This has reference to our Agreement with your Local for the period May 13, 1979, through May 15, 1982, and has specific reference to Article 1, Recognition Clause.

In this connection it is further agreed that the aforesaid Agreement does not apply to our administrative unit known as the Empire Division.

The above applies more specifically to that part of Litchfield County which is west of a line drawn between Colbrook and Bethlehem, and north of a line drawn between Bethlehem and Sherman.

Very truly yours,
THE GRAND UNION COMPANY

ACCEPTED:
FOOD HANDLERS UNION LOCAL 371
AGREE M E N T

Entered into as of this 13th day of August, 1979, by and between THE GRAND UNION COMPANY, hereinafter referred to as the "Company" and LOCAL 371, of the United Food and Commercial Workers International Union, affiliated with the AFL-CIO, hereinafter referred to as the "Union," for and on behalf of its members now employed and those who hereinafter may be employed by the Company.

PREAMBLE

It is the intent and purpose of the parties hereto that this Agreement shall promote a harmonious relationship between the Company and its employees, as represented by the Union, and shall set forth herein rates of pay, hours of work and working conditions of employment to be observed between the parties hereto. It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union which will permit safe, harmonious and efficient operation of the Company's business.

ARTICLE 1. RECOGNITION CLAUSE

1.1 The Company recognizes the Union as the exclusive bargaining representative of all Store Employees in the Company's Metropolitan Division supermarkets located in the state of Connecticut, excluding General Managers, Meat Managers, Assistant Managers, Grocery Managers, Produce Department Heads, Front End Managers, Porters, Parking Lot Attendants, supervisors as defined in the National Labor Relations Act, and such other employees as may hereafter be mutually agreed upon between the Company and the Union.
1.2 The Company further recognizes and acknowledges the Union as the sole collective bargaining agency and representative of store employees of the Company, as defined herein, and for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions 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.

ARTICLE 2. MANAGEMENT

2.1 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, promote, and for proper cause to transfer, suspend, or discharge, are the proper prerogatives of the Company.

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

2.3 The Union agrees to do everything within its power to enforce its rules and regulations, and, through advice, instruction and example, to maintain the highest standard of work. The Union agrees to take necessary measures where justified complaints are made by the Company against any employee or employees.

ARTICLE 3. UNION SHOP

3.1 The Company may secure new employees from any source, including the Union. The Company shall give equal consideration with all other sources to all applicants referred to the Company by the Union.

3.2 (a) 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) 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 thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the execution date of this Agreement, whichever is the later.

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

3.4 In the event that any employee fails to comply with Section 3.2, Paragraphs (a) and (b), 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 seven (7) days of receipt of said notice, provided that such discharge shall, in the opinion of the Company, be permitted by law.

ARTICLE 4. CHECK OFF

4.1 The Company agrees to deduct weekly dues and initiation fees from the wages of all employees who have on file with the Company a proper deduction card and to remit the amounts with a listing of names to the Union office on or before the 10th day of each month. The Union will give the Company signed deduction cards from the employees authorizing the deduction of dues and initiation fees. The Company's obligation to remit to the Union shall be limited to the amounts which it actually does deduct from the employees' wages.
4.2 The Company agrees to deduct weekly from the wages of those employees who have given proper authorization, such amounts due the Local 371 Credit Union and remit same to said Credit Union. The Company's obligation to remit to the Local 371 Credit Union shall be limited to the amounts which it actually does deduct from the employees' wages.

4.3 The Company agrees to deduct once each year from the wages of those employees who have given proper authorization, a uniform contribution for C.O.P.E. The Company's obligation to remit the C.O.P.E. contribution shall be limited to the amounts which it actually does deduct from the employees' wages.

ARTICLE 5. NO STRIKES, LOCKOUTS, ETC.

5.1 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 concerning the terms of this Agreement 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.

5.2 In the event of a threat of, preparation for, or the actuality of any unauthorized work stoppage, walkout 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.

5.3 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 provided that:

a. the Union and such officers or officials take every reasonable, prompt and positive measure within their power to prevent and stop such unauthorized strike, slowdown, walkout or stoppage of work;

b. the Union shall promptly declare publicly in the community or communities that the strike or stoppage is unauthorized and that the employees have been directed to terminate the strike or stoppage;

c. the Union and such officers or officials shall furnish to the Company, as soon as may be satisfactory, evidence that the foregoing requirements have been complied with.

5.4 It is further mutually agreed that the Company shall have the unqualified right to take any action it deems advisable, including discipline and discharge, against any employee engaging in, encouraging, aiding or abetting any such unauthorized strike, slowdown, walkout, or stoppage of work. However, an issue of fact as to whether or not any particular employee engaged in, participated in, or encouraged any strike or work stoppage may be subject to the grievance procedure established in this Agreement.

5.5 The Union agrees that it will not refuse to cross a picket line unless such picket line is directed against the Company in its capacity as an employer, unless such picket line is authorized by the International Union of the picketing union and unless the Company has been notified by the Union by registered mail at least three (3) working days in advance, of its intention to honor the picketing union's line.

ARTICLE 6. VACATIONS

6.1 The vacation season shall be from January 1st to December 31st, in any one year.

6.2 The following eligibility shall apply to full-time employees who have completed the service indicated as of their anniversary date of employment:
1 year (as of anniversary date) - 1 week (5 working days with pay)
2 years - 2 weeks (10)
5 - 3 (15)
12 - 4 (20)
20 - 5 (25)

Once a full-time employee has completed his eligibility based on anniversary date of employment for either one week, two weeks, three weeks, four weeks or five weeks, he shall subsequently be eligible for future vacations as of January 1st.

Vacation periods and assignments shall be in the discretion of the Company with due regard for the convenience of the employees. Employees regularly working in excess of thirty (30) hours per week but less than full time shall have their vacation pay based on their daily average base hours computed on a five (5) day work week basis.

6.3 Part-time employees shall be entitled to pro-rated vacations according to the formula set forth above for full-time employees, subject to the same conditions as pertain to full-time employees. Vacation pay for part-time employees shall be based on average weekly hours worked, which shall be computed by dividing by fifty-two (52) the total straight-time hours worked by the part-time employee during the preceding twelve (12) months, including vacation hours.

6.4 Vacations covering Servicemen: Full-time employees who are granted a military leave of absence shall, upon leaving for military service, be paid for whatever vacation entitlement they have then accumulated in accordance with Article 6, Section 6.2, of this Agreement. When such employees return from military service and resume their employment with the Company they shall be entitled to paid vacation according to the formula set forth in Section 6.2 of this Article.

6.5 Miscellaneous vacation conditions:
(a) When a holiday occurs during an employee's vacation period, the employee's vacation shall be extended by
one (1) day, or, at the option of the Company, said employee shall receive one (1) day's pay in lieu thereof.

(b) Any employee who has become eligible for a vacation but whose employment terminates before going on vacation shall receive his vacation pay.

(c) The vacation schedule shall be posted in each of the Company's stores prior to the regular vacation season.

(d) The vacation period for each employee shall be consecutive unless otherwise requested by the employee, except not more than two (2) weeks need be consecutive unless by Company approval.

(e) Vacations are not cumulative from year to year.

(f) Any employee who has become eligible for a vacation shall receive payment for his or her vacation prior to his or her scheduled vacation date.

(g) Vacation credit for part-time employees promoted to full-time shall be: two (2) months part-time service equals one (1) month full-time service.

(h) Senior employees shall have preference for vacation scheduling within departments and classifications as determined by the Company with respect to the needs of the business.

(i) Vacation pay will be given to employees prior to their leaving for scheduled vacations, otherwise they will be authorized to receive a cash advance.

ARTICLE 7. HOLIDAYS

7.1 The following holidays shall be observed by the Company:

- New Year's Day
- Employee's Birthday
- Washington's Birthday
- Three (3) Personal Holidays
- Memorial Day
- Anniversary Date of Employment
- Independence Day
- Employee's Birthday
- Labor Day
- Three (3) Personal Holidays
- Thanksgiving Day
- Christmas Day

-7-
7.2 Any local holiday which is observed by major competition will also be observed by the Company.

7.3 The Company shall observe the aforesaid holidays with pay regardless of the day of the week on which they fall for full-time employees who have completed thirty (30) days of employment; provided, however, that in order to be paid for the holiday, a full-time employee must work his or her normal working day before and after a holiday except for absence due to a death in family in accordance with Article 12 of this Agreement.

7.4 A full-time employee must complete three (3) or more months of continuous full-time employment with the Company to be entitled to his Birthday and Personal Holidays as paid holidays. In the event the full-time employee's birthday falls on Sunday, his scheduled day off or one of the other holidays set forth in Section 7.1 above, he shall be entitled to his Birthday Holiday on his scheduled work day immediately preceding or following such Sunday, scheduled day off or holiday. The Store Manager must be notified at least one (1) week in advance of Personal Holidays, and no more than one (1) full-time employee in each department may have a Personal Holiday on the same day.

7.5 Part-time employees shall receive four (4) hours pay for any of the holidays set forth in Section 7.1 above, provided they have been continuously employed by the Company for three (3) or more months, and perform work for the Company during the week in which the holiday occurs. In the event the part-time employee's birthday falls on Sunday, his scheduled day off or one of the other holidays set forth in Section 7.1 above, he shall be entitled to his Birthday Holiday on his scheduled work day immediately preceding or following such Sunday, scheduled day off or holiday. The part-time employee
must notify the General Manager of his birthday prior to the making of the work schedule for the week in which the birthday occurs; however, if the employee works on his birthday for whatever reason, he shall receive another scheduled day off, such day to be arranged with the General Manager. The part-time employee must notify the General Manager at least one (1) week in advance of Personal Holidays, and no more than one (1) part-time employee in each department may have a Personal Holiday on the same day.

7.6 Personal Holidays for eligible full-time and part-time employees, shall be earned and taken one (1) each during the following periods:

- June 1 through September 30
- October 1 through January 31
- February 1 through May 31

All Personal Holidays will be scheduled in accordance with the needs of the business, however, once an employee requests a Personal Holiday and the specific date is scheduled by the Employer, the date shall not be thereafter changed without the employee's consent.

7.7 No employee shall be required to work beyond 6:00 P.M. on the eves of Christmas and New Year's Day.

**ARTICLE 8. LEAVE OF ABSENCE**

8.1 Full-time employees, when called upon to serve as officers or delegates of the Union, shall be granted a leave of absence and upon termination of said office with the Union shall, upon request, be restored to their positions, or substantially equivalent positions, at their former rate of pay plus any increases granted for such positions during their absence. It is understood and agreed that such employees who desire to return to employment must return to work with the Company within six (6) months of the termination of such office with the Union.
8.2 Leaves of Absence for National Guard, Naval Reserve and Other Armed Forces' Encampments: All members of National Guard, Naval Reserves, etc., in the employ of the Company who present an authorized letter from their Company Commander shall be allowed a leave of absence which coincides with the encampment period. Furthermore, such employees, 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 to take their vacation at another time mutually convenient to both the Company and the employee.

8.3 An authorized leave of absence shall not break an employee's seniority status. This section covers both full-time and part-time employees.

A. Pregnancy Leaves for Employees

1. A six (6) months' pregnancy leave of absence without pay, will be automatically granted to any employee with one (1) year or more of continuous service.

2. 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 from her physician that she is physically capable of returning to work.

3. An employee on pregnancy leave may return to work at the expiration of her leave provided she is physically able to resume her duties and notifies the Company two (2) weeks prior to the expiration of her leave of absence that she intends to return to work.

4. An employee on a pregnancy leave will be automatically terminated if:
a. she has not returned at the end of her six (6) months' leave of absence.

b. she has worked for another employer while on leave without express permission, in writing, from the Company to be so employed.

5. A request to extend a pregnancy leave of absence must be made in writing and shall be subject to Company approval.

B. Other Leaves of Absence

1. A leave of absence without pay may be granted to any full-time employee with one year or more of continuous service, provided, however, that:

a. it is a reasonable request.

b. it is consistent with good morale and efficient operations.

c. it is requested in writing and approved by the Company in writing on a Leave of Absence form provided for this purpose.

d. it shall not exceed six (6) months.

2. An employee on an approved leave of absence will be automatically terminated if:

a. he or she does not return to work when the leave of absence expires.

b. he or she works elsewhere while on leave without express permission, in writing, from the Company to be so employed.

C. The foregoing rules and regulations do not change in any way the leave of absence arrangement in Sections 8.1 and 8.2 of this Article, covering employees in Military Service and employees serving the Union.

D. Leave of Absence forms as mentioned under B,1,c, above may be obtained from the Store General Manager upon request.

E. Persons on leave of absence will be so marked on payroll for duration of the leave of absence.
F. Those employees enrolled in a bona fide High School or College who desire a leave of absence in order to attend school shall be granted same, providing such request is submitted in writing to the Division Personnel Manager at least thirty (30) days prior to the start of the leave of absence. Employees shall suffer no reduction in wages upon return solely as a result of such leave of absence.

ARTICLE 9. WEARING APPAREL AND TOOLS

9.1 The Company agrees to furnish and launder without cost to the employees any special wearing apparel that it may require the employees to wear, such as coats, aprons and smocks. The Company further agrees to furnish all tools without cost to the employee.

9.2 The Company agrees to provide one (1) thermal vest during the term of the Agreement to those Meat Department employees who request such vest. Requests shall be made by the employee to the General Manager. The Company shall not be required to launder or dry-clean thermal vests.

9.3 The Company will make suitable rain gear available to employees who are assigned to work outdoors.

ARTICLE 10. EMPLOYEES' VEHICLES

No employee shall be obligated to use his or her personally owned vehicle for Company business.

ARTICLE 11. EMPLOYEE BENEFIT PLANS

11.1 The Company hereby agrees to continue the Trust Agreement with Local 371, of the United Food and Commercial Workers Union, for a Health and Welfare Fund, consistent with Section 302 (c) of the Labor-Management Relations Act of 1947, as amended, under which life insurance, hospital and surgical benefits, dental benefits and other health and welfare benefits will be provided to employees covered by this collective bargaining agreement. The parties agree further that the Company
shall pay, effective May 13, 1979, the sum of Sixty-six Dollars ($66.00) Dollars per month (Seventy-five Dollars [$75.00] effective June 1, 1979; Eighty-four Dollars [$84.00] effective May 1, 1980; Ninety Dollars [$90.00] effective May 1, 1981) for each full-time employee covered by this collective bargaining agreement, and effective May 13, 1979, the sum of Twenty Dollars ($20.00) per month (Twenty-two Dollars [$22.00] effective June 1, 1979; Twenty-four Dollars [$24.00] effective May 1, 1980; Twenty-eight Dollars [$28.00] effective May 1, 1981) for each part-time employee covered by this collective bargaining agreement. When a full-time employee is out due to illness (except Workmen's Compensation) the Employer shall continue to make contributions to the Welfare Fund for the employee on the same basis as if he or she were working, for a period of time not to exceed six (6) months.

11.2 For purposes of Trust Fund contributions and benefits, full-time employees are defined as employees who regularly work thirty (30) or more hours per week. Contributions shall commence the first of the month following thirty (30) days employment with the Company. Part-time employees are defined as employees who regularly work less than thirty (30) hours per week. Contributions shall commence the first of the month following six (6) months employment.

11.3 Effective May 13, 1979, the Company shall continue to contribute to the Amalgamated Meat Cutters and Butcher Workmen's Union and Industry Pension Fund, the sum of Seventy-eight Dollars ($78.00) per month (Eighty-three Dollars and Sixty Cents [$83.60] effective June 1, 1979; Ninety-five Dollars and Fifty Cents [$95.50] effective July 1, 1980) per eligible full-time employee. The Company agrees to contribute up to six (6) months when a full-time employee is out due to sickness or accident.
11.4 Effective May 13, 1979, part-time employees with one (1) or more years of service shall be included in The Grand Union Company Employees Retirement Plan. Said employees who work between 500 and 999 hours per year shall receive 25% of a credited year's service with a minimum benefit of $2.50 per month per year. Said employees who work between 1,000 and 1,499 hours per year shall receive 50% of a credited year's service.

ARTICLE 12. DEATH IN FAMILY

12.1 In the event of a death in the immediate family of an employee, full-time employees shall be granted three (3) days (five [5] days in the event of the death of the employee's spouse or child; one [1] day in the event of the death of the employee's brother-in-law, sister-in-law, grandparent or grandchild) leave without loss in pay. Part-time employees shall be granted three (3) days (five [5] days in the event of the death of the employee's spouse or child; one [1] day in the event of the death of the employee's brother-in-law, sister-in-law, grandparent or grandchild) leave without loss in pay only according to the hours they are regularly scheduled to work during this period. For the purpose of this section, 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, brother-in-law, sister-in-law, grandparent or grandchild.

12.2 The date of notification of death for those employees who are on the job shall not be counted as one of the funeral leave days.

ARTICLE 13. BULLETIN BOARDS

In all supermarkets, the Company will install a bulletin board for both Company and Union notices.

ARTICLE 14. TRANSFERS

14.1 A permanent transfer is one that is anticipated
to be for more than thirty (30) days. The Company will notify the employee when he is permanently transferred, and will, furthermore, give the Union seven (7) days written notice of such transfer.

14.2 A temporary transfer is one that is anticipated to be for less than thirty (30) days. An employee, when transferred temporarily to a store that requires him to travel additional miles daily, shall be reimbursed at the rate of twenty cents (20¢) for each mile that is in excess of twenty (20) miles daily.

ARTICLE 15. SHOP CARDS

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

ARTICLE 16. SHOP STEWARDS

16.1 The Union shall have the right to appoint shop stewards in stores covered by this Agreement. The shop stewards shall be full-time employees and shall have top seniority in their respective stores and classifications for layoffs due to lack of work.

16.2 Shop stewards shall not be discriminated against for discharging their duties, provided such duties do not interfere with the regular performance of their work for the Company or with the operation of the Company's stores.

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

16.4 The Union shall furnish the Company with a list of the names of its authorized shop stewards and shall keep this list current.

ARTICLE 17. REST PERIODS

17.1 An employee scheduled to work any seven (7) hour shift will be permitted two (2) fifteen (15) minute rest
periods within the seven (7) hour shift.

17.2 An employee who works three (3) or more but less than seven (7) hours will be permitted one (1) fifteen (15) minute rest period within his or her scheduled shift.

17.3 Rest periods will be given at a reasonable time within the work shift.

ARTICLE 18. JURY DUTY

18.1 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 duty pay does not equal his regular five day weekly rate of pay, the Company will make up the difference, provided he works for the Company during such hours when because the jury is not sitting, he is reasonably available for work. However, the employee shall not be required to work the sixth day if he serves on jury duty and/or works five (5) days or more in a regular week, and he shall not be required to work the fifth day if he serves on jury duty and/or works four (4) days or more in a holiday week.

18.2 Part-time employees shall be eligible to receive the jury duty pay differential as described in Paragraph 18.1 above, based upon the hours they are normally scheduled and unable to work because of serving on the jury.

ARTICLE 19. VISITING STORES

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

ARTICLE 20. NO INDIVIDUAL AGREEMENTS

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

ARTICLE 21. MILITARY BENEFITS

21.1 Any employee who serves in National Reserve training in any branch of the Armed Service shall be granted a
leave of absence in accordance with the provisions as set forth in Article 8, Paragraph 8.2.

21.2 Regular full-time employees with six (6) or more months of service who leave the Company's employ to join the Armed Forces of the United States for two (2) years or more, as defined in the Selective Service Act of 1948 and amended by the Universal Military Training and Service Act of 1951 and the Vietnam Veteran's Act, shall receive one (1) week's pay at their prevailing rate of pay for a regular work week at the time of their induction into said services.

21.3 The Company will in every respect comply with state or federal laws relative to servicemen.

The Company will reinstate, not later than the second (2nd) Monday after the employee presents himself, in compliance with the Veterans Reemployment Statute, a former employee who has reemployment rights under the law and who has applied for reinstatement within the legally required period of time after his date of discharge.

21.4 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.

21.5 If this Company is sold to any other group or company, the reemployment rights of employees out on Military leave will not be affected.

ARTICLE 22. SENIORITY

22.1 The principle of seniority shall apply in all layoffs due to lack of work covering all full-time employees within the job classification in a mutually agreed upon geographical store area.

22.2 Employees laid off for lack of work shall be given preference in re-employment within a period not to exceed six (6) months for full-time employees and ninety (90)
days for part-time employees after their date of layoff. Such preference of employment shall be offered full-time employees within an area which reasonably conforms to their former place of employment and to part-time employees within the store in which he was last employed. 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 seniority.

22.3 (a) Full-time employees, 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 available within the same job classification even if this means replacing a part-time employee. The full-time employee who accepts temporary part-time work will be given first preference for full-time work within his classification when it becomes available.

(b) The date determining a full-time employee's employment date for purposes of seniority consideration in layoffs due to lack of work is the last date he was either employed for, or appointed to, full-time work.

22.4 It is understood that when an employee, after having reached an advance from the minimum rate due to continuous service with the Company, is laid off for lack of work and re-employed in the same job classification within six (6) months from the date of layoff, the rate of pay for such an employee shall be the rate received directly prior to the date of layoff. This seniority will be forfeited if an employee fails to return to work within two (2) working days of notification by the Company to the employee's last known address, unless said employee has justifiable cause for being unable to report to work within said two (2) day period.

22.5 Full-time employees will be given preference over part-time employees for advancement to better paying jobs.
22.6 Among full-time employees, the Company agrees that in layoffs due to a reduction of work, scheduling the available work shall not be accomplished by distributing the work among all the full-time employees within a job classification, but by reducing the number of full-time employees in a job classification.

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

22.8 The Company will notify the Local Union office of all full- or part-time employees who are terminated and state the type of termination.

22.9 Any discharged employee, full- or part-time, who is reinstated through the grievance or arbitration procedure under this Agreement shall have his or her seniority status made whole upon his or her return to work.

22.10 The Company agrees to notify the Union and the affected employee (full-time or part-time), in writing, at least one (1) week prior to layoff due to lack of work.

22.11 The principle of seniority shall apply in all layoffs due to lack of work covering part-time employees within their appropriate job classification in accordance with the following stipulations:

(a) Part-time employees employed less than thirty-one (31) days shall have no seniority rights.

(b) Part-time employees employed thirty-one (31) days or more shall have seniority rights within the store and 90-day recall rights within the store.

22.12 The Company will, within the definition of part-time employment, schedule the most available part-time
hours in a store and classification to the senior part-time employees in that store provided they are available and can do the work, and further provided there is no duplication of hours.

ARTICLE 23. GRIEVANCE AND ARBITRATION

23.1 Grievance Procedure

In the event that a grievance or dispute concerning the terms of this Agreement should arise, the grievance or dispute shall be dealt with in the following manner:

First Step: The employee may present his grievance either to Company Store Supervision or to a Union Representative.

Second Step: If the grievance is not settled in the first step, the Union Representative shall meet with Company Store Supervision and attempt to settle the grievance.

Third Step: If the grievance is not settled in the second step, the grievance shall be referred to the Company Personnel Department. The Personnel Department shall discuss the grievance with a Union Representative, Company Store Supervision, or, if necessary, with other interested parties, and endeavor to settle the grievance.

Fourth Step: If the grievance is not settled in the third step, it may be referred to arbitration for determination under Section 23.2 of this Article, provided, however, that if the grievance is referred to arbitration, it must be done in writing and all interested parties must be notified within fourteen (14) days after the final decision has been given under the third step of the grievance procedure or the grievance shall otherwise be treated as waived and the matter closed to further consideration.

23.2 The parties submitting the dispute or grievance to arbitration for determination shall select the Connecticut Board of Conciliation and Arbitration.

The decision of the State Board of Conciliation and Arbitration shall be final and binding upon all parties, and all parties agree to abide by and comply with such decision.

23.3 Discharge or Suspension

Grievances and disputes concerning the discharge or suspension of any employee shall be called to the attention of
the Company Personnel Department in writing within seven (7) days after the event, or shall otherwise be treated as waived and the matter closed to further consideration.

ARTICLE 24. HOURS

24.1 Hours and conditions of work for full-time employees:

Full-time employees will not be scheduled for more than one (1) regular day off in any one (1) calendar week.

Work Week:

The work week for full-time employees shall be:

Regular Straight Time Hours - 40 Hour, 5 Day Week

4 days - 8 hours between 6:00 A.M. and 6:00 P.M.
1 day - 8 hours worked back from 9:00 P.M.

or

5 days - 8 hours between 6:00 A.M. and 6:00 P.M.

Holiday Straight Time Hours - 32 Hour, 4 Day Week

3 days - 8 hours between 6:00 A.M. and 6:00 P.M.
1 day - 8 hours worked back from 9:00 P.M.

or

4 days - 8 hours between 6:00 A.M. and 6:00 P.M.

Notwithstanding the above provisions, employees who are hired or appointed to full-time status on or after June 14, 1971, may each week work up to two (2) eight (8) hour days back from 9:00 P.M.

Employees who are hired or appointed to full-time status on or after June 11, 1973, may each week work five (5) days - 8 hours between 6:00 A.M. and 9:00 P.M. at straight time rates.

Employees who are hired or appointed to full-time status on or after May 13, 1979, may each week work five (5) days - 8 hours between 6:00 A.M. and 12:00 Midnight at straight-time rates.

Working hours for employees shall be consecutive within any one working day except for meal periods.
Overtime:

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:

1. in excess of eight (8) hours per day, and
2. before 6:00 A.M. and after 6:00 P.M. except for one day (two days for employees hired or appointed to full-time status on or after June 14, 1971; five days for employees hired or appointed to full-time status on or after June 11, 1973) within the work week when it shall be paid after 9:00 P.M. (after 12:00 Midnight for employees hired or appointed to full-time status after May 13, 1979).

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

No overtime shall be worked or paid for unless authorized by Store Supervision.

No employee shall be compelled to accept overtime, however, no employee shall unreasonably refuse to accept overtime.

Meal Periods:

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 1:30 P.M.

When an employee works eight (8) hours back from 9:00 P.M. as his or her late evening(s), the meal period shall be at least one-half (1/2) hour between the hours of 5:00 P.M. and 7:00 P.M.

24.2 Hours of Work for Part-Time Employees:

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

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.
Part-time employees shall be paid the overtime rate for all hours worked in excess of eight (8) hours in any one day. Part-time employees who work six (6) days in a week shall be paid the overtime rate for those hours worked on the sixth (6th) day, provided that they have worked the previous five (5) days of the same week.

When part-time employees hired prior to June 14, 1971, are requested by the Company to work more than one (1) late night per week, they shall receive for such additional late night hours a fifteen per cent (15%) premium above their regular hourly rate of pay. Part-time employees hired after June 14, 1971, and prior to June 11, 1973, shall receive such premium after two (2) late nights.

24.3 Premium Pay for Sundays and Holidays:

When employees (including part-timers) are requested by the Company to work on a Sunday, or on any of the "Major Holidays" listed under Article 7, Paragraph 7.1 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.

Sunday and holiday work shall be rotated, within classification, full- and part-time.

ARTICLE 25. WAGES

The scale of wages shall be as appears in Appendix "A" attached and made part of this Agreement.

ARTICLE 26. CHRISTMAS BONUS

It is understood and agreed that the Company will pay Christmas bonuses, if any, to the employees covered by this Agreement on the same conditions and computed in the same manner as for the majority of its other store employees.

ARTICLE 27. DISCRIMINATION

There shall be no discrimination against any employee
or applicant for employment because of his race, color, creed, age, sex or union affiliation.

**ARTICLE 28. MISCELLANEOUS WAGE CONDITIONS**

28.1 Wherever 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.

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

28.3 (a) Whenever the Company finds it necessary because of economic reasons to place a full-time employee on part-time work, the hourly rate of pay in such instances shall be 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 Appendix "A", Section I, or his former part-time rate, whichever is higher.

(c) Part-time employees who work more than thirty (30) hours per week for four (4) or more consecutive weeks shall, commencing with the fifth (5th) such week and ending when the employee is reassigned to part-time work, be paid at the appropriate full-time rate determined on the basis of two (2) part-time months of service being equivalent to one (1) full-time month of service.

28.4 Solely for the purpose of establishing the employee's appropriate full-time progression wage rate, a part-time employee who is promoted to full-time employment shall receive credit for the time spent in part-time employment on the basis of two (2) months of part-time employment being equal to one (1) month of full-time employment.
28.5 There shall be no reduction of wages now being paid by reason of the signing of this Agreement except where employees are demoted from one classification to another.

28.6 When full-time employees are requested by the Company to work more than one late night per week (more than two (2) late nights for employees hired or appointed to full-time status on or after June 14, 1971), they shall receive for such additional late night hours time and one-half their regular rate of pay but such hours worked shall not be counted as hours worked toward figuring weekly overtime. This Paragraph 28.6 shall not apply to those employees hired or appointed to full-time status on or after June 11, 1973.

28.7 Those full-time employees whose shift starts at 3:00 P.M. or later (excluding those employees who work on a night meat operation) shall receive a premium of fifty cents (50¢) per hour for all hours worked on such shift. The employee designated by the Company as the employee in charge shall receive Four Dollars ($4.00) per day in addition to the aforementioned premium. Those employees on the Company's payroll on September 15, 1968, shall not be required to work on such shift.

28.8 In the event that the Company establishes a Night Meat Operation employees on such a Night Meat Operation will receive a premium of Twenty-five Dollars ($25.00) per week (Five Dollars [$5.00] per night) above their usual classification rate. This premium applies to all Meat Cutters. All other employees will receive the same premium paid to the Night Stocking Crew.

Such Night Meat Operation will start no earlier than the closing hour of the store. On each such operation, there shall be a minimum of two (2) employees. The meal period will
consist of one-half (½) hour to be taken within the eight (8) hour night. Time taken for the meal period will be considered as working time.

No provisions are made for rest periods. In selecting employees for such Night Meat Operation, the Company will give preference to present employees. However, there shall be no obligation on their part to accept same.

28.9 The employee who replaces the Meat Department Manager on the Meat Department Manager's day off shall receive Seven Dollars ($7.00) extra for such day.

28.10 It is understood that the employee who replaces the Meat Department Manager for vacation relief of one (1) week or more shall receive Thirty-five Dollars ($35.00) per week for such relief or the salary of the Meat Department Manager being relieved, whichever is less.

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

ARTICLE 29. MISCELLANEOUS WORK CONDITIONS

29.1 When a full-time job opening is available, preference shall be given to the senior part-time employee within the store and classification, provided the employee is available and qualified to perform the available full-time work.

Should a part-time employee refuse an offer of full-time work, the Company will be under no obligation to offer full-time work to him for a period of one (1) year from the date of the refusal.

29.2 Part-time employees shall not be scheduled on a regular basis for less than fifteen (15) straight time hours
within a regular week. The Company agrees that those part-time employees on the Company's payroll as of June 20, 1976, who at such time are not available to work at least fifteen (15) straight time hours per week on a regular basis, shall be requested by the Company to so indicate, in writing, and a copy shall be given to the Union.

Part-time employees hired on or after June 21, 1976, must be available to work, on a regular basis, at least fifteen (15) straight time hours within a regular week except in cases of sickness, death in family, jury duty, etc.

29.3 A schedule designating employees' hours of work shall be posted in each store by Friday night for the following week. This schedule is subject to change to meet emergencies and unusual situations.

29.4 If there are eight (8) hours of work available on Mondays, Tuesdays and Wednesdays the Company shall not employ part-timers in the morning and part-timers in the afternoon to share such eight (8) hours of work on such days, within the appropriate classifications.

29.5 In the event that any provision of this Agreement is proven null and void or illegal by existing or future local, state or federal law, the remaining provisions of this Agreement shall remain in full force and effect.

29.6 Preference for appointment to Apprentice Meat Cutter shall be given to the three (3) year General Clerk.

29.7 The Company agrees that, upon written request of the Union, it will instruct Supervision and Managers in writing to arrange the work schedule for Election Days so that all employees shall have an opportunity to vote.

ARTICLE 30. REPLACEMENTS

In the event a full-time job is vacated due to a promotion, or to a discharge for cause, such full-time vacancy
shall be filled by (1) a part-time employee in the same store who had been reduced to part-time status from full-time status for economic reasons, (2) if no such reduced part-timer is available, another qualified part-timer in the same store and classification, or (3) a new employee.

ARTICLE 31. SICK LEAVE

31.1 Any employee regularly working in excess of thirty (30) hours per week shall, after six (6) months of continuous employment, be eligible to receive nine (9) paid sick leave days, computed on his base work week rate and hours. Such nine (9) paid sick leave days shall be granted to eligible full-time employees at the beginning of each Contract year. A full time employee who is in the employ of the Company on the last day of each Contract year shall be paid a maximum of nine (9) days sick leave for which he was eligible but did not use during the preceding twelve (12) months. Such payment will be made within thirty (30) days of the end of each Contract year.

31.2 Part-time employees employed continuously for a period of one (1) year or more shall be eligible to receive up to twenty-four (24) hours paid sick leave per year. Such sick leave shall be paid for scheduled hours only except that, a part-time employee who is in the employ of the Company on the last day of each Contract year shall be paid a maximum of twenty-four (24) hours sick leave for which he was eligible but did not use during the preceding twelve (12) months. Such payment will be made within thirty (30) days of the end of each contract year.

31.3 Unused sick days which had been accumulated by full-time and part-time employees prior to May 13, 1979, shall be usable as sick leave after the employee has exhausted his current year's allotment. When and if such current allotment is exhausted the employee shall then draw from his dollar credit which shall be calculated by multiplying each full-time
employee's number of days which had been accumulated prior to May 13, 1979, by eight (8) hours per day multiplied by the employee's hourly rate as of May 10, 1979, however, no more than eight (8) hours' credit will be granted for each day. In the case of part-time employees the dollar credit shall be calculated by multiplying the employee's number of hours which had been accumulated prior to May 13, 1979, by the employee's hourly rate as of May 10, 1979.

Unused sick days which had been accumulated by employees prior to May 13, 1979, will be paid to an employee upon his layoff (except in the case of a full-time employee who accepts part-time) or retirement or to the employee's estate in the event of the employee's death.

31.4 Such employee who shall be sick and unable to work shall make a reasonable effort to notify the Company before 10:00 A.M. of his inability to report to work.

31.5 In the event of extended delay in the payment of sick leave, the Store Manager can be authorized to pay such sick leave owed in the form of a temporary cash advance, provided that the Company's Division Personnel Department has been notified of the extended delay.

31.6 Sick leave payments by the Company will be in full and will not conflict with weekly indemnity provided by the Welfare Fund.

ARTICLE 32. SAFETY

The Company agrees to cooperate with the Union in the formation of a Safety Program.

ARTICLE 33. DURATION OF AGREEMENT

This Agreement between the Company and the Union shall become effective on May 13, 1979, and shall continue in full force and effect until midnight May 15, 1982, and shall be continued for an additional year unless sixty (60) days prior
to May 15, 1982, either the Union or the Company gives written notice by registered mail to the other that it desires to amend or terminate this Agreement. Such written notice shall contain a draft of any proposed new agreement or amendments. During the negotiations of such proposed new agreement or amendments, the terms of this Agreement shall remain in full force and effect except Article 5.

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 13TH day of AUGUST, 1979.

THE GRAND UNION COMPANY

By

LOCAL 371, UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO

By

Robert A. Petronella, President

-30-
APPENDIX "A"

WAGES

SECTION I.

The following scales of wages shall be the minimum rates, effective on the dates shown:

### A. FULL-TIME EMPLOYEES

<table>
<thead>
<tr>
<th></th>
<th>Effective</th>
<th>Effective</th>
<th>Effective</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman Meat Cutters:</td>
<td>$358.00</td>
<td>$380.00</td>
<td>$405.00</td>
</tr>
<tr>
<td>Breakdown Cutters:</td>
<td>$361.00</td>
<td>$383.00</td>
<td>$408.00</td>
</tr>
<tr>
<td>Head Meat Cutters:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In stores where Meat Dept. average weekly sales are $15,000 or more</td>
<td>$364.50</td>
<td>$386.50</td>
<td>$411.50</td>
</tr>
<tr>
<td>Apprentice Meat Cutters:</td>
<td>$330.00</td>
<td>$352.00</td>
<td>$377.00</td>
</tr>
<tr>
<td>Start</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>After 4 mos.</td>
<td>$334.00</td>
<td>$356.00</td>
<td>$381.00</td>
</tr>
<tr>
<td>After 8 mos.</td>
<td>$338.00</td>
<td>$360.00</td>
<td>$385.00</td>
</tr>
<tr>
<td>After 12 mos.</td>
<td>$342.00</td>
<td>$364.00</td>
<td>$389.00</td>
</tr>
<tr>
<td>After 16 mos.</td>
<td>$346.00</td>
<td>$368.00</td>
<td>$393.00</td>
</tr>
<tr>
<td>After 20 mos.</td>
<td>$350.00</td>
<td>$372.00</td>
<td>$397.00</td>
</tr>
<tr>
<td>After 24 mos.</td>
<td>$358.00</td>
<td>$380.00</td>
<td>$405.00</td>
</tr>
<tr>
<td>Service Department Head:</td>
<td>$333.50</td>
<td>$353.50</td>
<td>$375.00</td>
</tr>
<tr>
<td>Service Department Counterman:</td>
<td>$310.00</td>
<td>$328.00</td>
<td>$348.00</td>
</tr>
<tr>
<td>Bookkeepers:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>After 30 days</td>
<td>$251.00</td>
<td>$269.00</td>
<td>$289.00</td>
</tr>
<tr>
<td>After 6 mos.</td>
<td>$254.00</td>
<td>$272.00</td>
<td>$292.00</td>
</tr>
<tr>
<td>After 12 mos.</td>
<td>$263.00</td>
<td>$281.00</td>
<td>$301.00</td>
</tr>
<tr>
<td>After 18 mos.</td>
<td>$267.00</td>
<td>$285.00</td>
<td>$305.00</td>
</tr>
<tr>
<td>After 24 mos.</td>
<td>$277.00</td>
<td>$295.00</td>
<td>$315.00</td>
</tr>
<tr>
<td>After 30 mos.</td>
<td>$285.00</td>
<td>$303.00</td>
<td>$323.00</td>
</tr>
<tr>
<td>After 36 mos.</td>
<td>$296.00</td>
<td>$314.00</td>
<td>$334.00</td>
</tr>
<tr>
<td>General Clerks, Clerks, Checkers and Wrappers, Service Dept. Clerks, Bakery and S&amp;G Clerks:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>After 30 days</td>
<td>$241.00</td>
<td>$259.00</td>
<td>$279.00</td>
</tr>
<tr>
<td>After 6 mos.</td>
<td>$244.00</td>
<td>$262.00</td>
<td>$282.00</td>
</tr>
<tr>
<td>After 12 mos.</td>
<td>$253.00</td>
<td>$271.00</td>
<td>$291.00</td>
</tr>
<tr>
<td>After 18 mos.</td>
<td>$257.00</td>
<td>$275.00</td>
<td>$295.00</td>
</tr>
<tr>
<td>After 24 mos.</td>
<td>$267.00</td>
<td>$285.00</td>
<td>$305.00</td>
</tr>
<tr>
<td>After 30 mos.</td>
<td>$275.00</td>
<td>$293.00</td>
<td>$313.00</td>
</tr>
<tr>
<td>After 36 mos.</td>
<td>$286.00</td>
<td>$304.00</td>
<td>$324.00</td>
</tr>
</tbody>
</table>
B. PART-TIME EMPLOYEES

Journeyman Meat Cutters: $8.95 $9.50 $10.125

All Other Part-time:
- After 30 days
- After 6 mos.
- After 12 mos.
- After 18 mos.
- After 24 mos.
- After 30 mos.
- After 36 mos.

SECTION II. MINIMUM INCREASES

Effective  Effective  Effective
May 13, May 11, May 10,
1979 1980 1981

Journeyman Meat Cutters:
- $8.95
- $9.50
- $10.125

All Other Part-time:
- 15¢ per hour above the State Minimum Wage
- $3.25 $3.40 $3.65
- 3.55 3.75 3.95
- 3.75 4.00 4.20
- 4.25 4.40 4.55
- 4.55 4.85 5.20
- 5.50 5.80 6.15

SECTION III. MISCELLANEOUS WAGE PROVISIONS

A. All Meat Cutters required to work in the meat cooler shall receive at least the Breakdown Cutter's rate of pay.

B. No meat department shall be without a Breakdown Cutter.

C. There shall not be more than one (1) Apprentice Meat Cutter in each store.
D. Part-time S&G Clerks shall continue, on a pro-rata basis, on the full-time S&G Clerk scale, based on their length of service, provided they are in charge of the S&G Department.

E. Employees hired at a wage rate in excess of the minimum rate in the applicable wage progression scale shall nevertheless continue to progress on the applicable progression wage scale until they reach the top of said scale.
LOCAL 371
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION A.F.L. - C.I.O.

877 Post Road East
P.O. Box 470
Westport, Conn. 06880
AREA CODE 203-226-4751

IN CONNECTICUT CALL TOLL FREE
1-800-882-5571
(Members Only)

IN MASSACHUSETTS AND VERMONT CALL
AREA CODE 413-786-3836

CREDIT UNION
AREA CODE 203-226-1049

ALL HEALTH & WELFARE CALLS
AREA CODE 203-226-4217

IN CONNECTICUT CALL TOLL FREE
1-800-882-5556
(Members Only)

Office Hours: 9 a.m. to 5 p.m.
Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s):

GRAND UNION CO CT LY 371

WITH MEAT CUTTERS CONNECTICUT

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 without 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 for 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,

JANET L. NORWOOD
Acting Commissioner

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

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved ________________
2. Number and location of establishments covered by agreement ________________
3. Product, service, or type of business ________________
4. If your agreement has been extended, indicate new expiration date ________________

John Kurus, Sec-Treas
877 Post Road East, P.O. Box 470
Westport, CT 06880

Area Code/Telephone Number 203-226-4751

City/State/ZIP Code 06880

BLS 2452 December 1976

X-5/82