

DEC 20 1966

II-X-570

# **AGREEMENT**

by and between

**Retail Store Employees Union,  
Local 1262**

Chartered by

**Retail Clerks International  
Association  
AFL-CIO**

and

**Vornado Corp.  
trading as  
Two Guys From Harrison, Inc.**

**FOOD DEPT.**

White Pages 1-21

**NON-FOOD DEPT.**

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Effective August 23, 1965

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## AGREEMENT

This AGREEMENT made this 23rd day of August, 1965, by and between VORNADO, INC., trading as TWO GUYS FROM HARRISON, INC., its successors and assigns, for and on behalf of itself and all of its concessionaires and lessees, jointly and collectively, hereinafter referred to as "Employer", and RETAIL CLERKS DISTRICT COUNCIL NO. 11, for and on behalf of its affiliated Local Unions: 1349, 1357, 1358, 1360, 1361, 1371, 1393, 1436, 1687, and Local Unions 692, and 1262, chartered by the Retail Clerks International Association, AFL-CIO; jointly and collectively, hereinafter referred to as "Union."

### ARTICLE I

#### Scope of Agreement

The Employer acknowledges that it has ascertained that the Union represents a majority of the employees set forth in the bargaining unit herein in all of its retail establishments and that the Union therefore is legally entitled to recognition by the Employer as the sole and exclusive bargaining representative of the employees in the bargaining unit.

The Employer recognizes that this Agreement constitutes an obligation of the Employer and that the terms and provisions of this Agreement shall embrace all present and future retail establishments of the Employer within the territory outlined on the attached map, and all concessions and/or departments operating therein. The Employer warrants that it has authority to commit the operator of any such concession or leased de-

partment to fully apply therein the terms and provisions of this Agreement.

The Local Unions, signatories hereto, have negotiated jointly with the Employer for the purpose of establishing substantial uniformity of conditions of employment and they shall for the purposes of this Agreement constitute a single bargaining representative.

## ARTICLE II

### Recognition and Bargaining Unit

The Employer hereby recognizes Local Unions 1349, 1357, 1358, 1360 1361, 1371, 1393, 1436, 1687, 692 and 1262, chartered by the Retail Clerks International Association, on a joint basis, as the exclusive bargaining agent for all employees of the Employer in the appropriate bargaining unit hereinafter defined.

The bargaining unit shall include all food store employees working in any and all present and future retail stores of any type (including each and every department therein) which the Employer or any subsidiary thereof owns, leases, licenses, operates, or controls directly or indirectly or in which the Employer or any subsidiary thereof has a controlling interest.

The appropriate bargaining unit in which the bargaining agent, as defined above, is recognized shall consist of all employees in the Employer's present and future stores in the States of New York, New Jersey, Pennsylvania, Maryland, Delaware, and Virginia, excluding only Food Manager, Assistant Food Manager, Security Employees, Office Employees (not more than two (2)

per store) and any employee covered by any other collective bargaining agreement.

It is intended hereby to consolidate a number of bargaining units in which the above mentioned local unions have previously been recognized and in which they have previously bargained with the Employer on a separate basis. The purpose of the parties in establishing this multi-union and area-wide bargaining unit is to achieve maximum stability and uniformity in collective bargaining relations between the parties.

### ARTICLE III

#### Union Security

1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) calendar day following the effective date of this Agreement, or date of execution, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, or date of execution, whichever is later, shall, on the thirty-first (31st) calendar day following the beginning of such employment, become and remain members in good standing in the Union. (All to be enforced and applied in accordance with the provisions of Section 8(a)3 of the National Labor Relations Act as amended.)

2. Employer agrees to discharge any employee for non-payment of dues and/or initiation fees, upon seven (7) days written notice from the Union to do so, unless the employee within that time has made good his default. This Employer shall not be placed at a competitive disadvantage in hiring by increases in initiation fees.

In case of new store openings only, the applicable provisions of the union security clause shall become effective sixty (60) days after the store opening.

Should the laws of any state providing a lesser degree of union security than provided by this article and the Dues Checkoff Article of this Agreement be repealed, modified, or superseded by Federal enactment, then the said articles shall become fully effective, or effective to the extent then possible in such state or states. Pending such repeal, modification or supersession, said articles shall be effective to the fullest extent possible under such restrictive laws.

#### ARTICLE IV Dues Checkoff

2112-44  
03  
The Employer agrees to deduct from the earnings of each employee, who has properly authorized such deductions in writing, initiation fees and periodic Union dues on the first payroll of each month for said month and further agrees to forward said deductions to reach the Union office on or before the fifteenth (15th) day thereafter.

A list of all employees for whom a deduction has been made showing the amount deducted shall accompany the remittance.

The Company will supply an initial list of all employees covered by this collective bargaining Agreement and further agrees to supply a list of new hires, terminations and transfers on a quarter-annual basis or more often if practicable.

## **ARTICLE V**

### **Management Clause**

It is mutually understood and agreed that the management of the work and the direction of the working forces including but not limited to the rights of hiring, suspending, discharging for proper cause, promoting, transferring, scheduling, reducing or increasing hours, releasing employees from duty because of lack of work or for other legitimate reasons, are vested in the Employer subject to the provisions of this Agreement.

## **ARTICLE VI**

### **Shop Stewards**

The Union shall have the right to designate such members of the Union as it deems reasonably necessary as Shop Stewards, who shall not be discriminated against due to their legitimate Union activity. A duly authorized Shop Steward shall enjoy seniority rights over all other employees of the Employer and shall be the last to be laid off.

## **ARTICLE VII**

### **Store Visitation**

Authorized representatives of the Union shall have the right to enter upon the premises of the Employer (Employers) during store hours for the purpose of conducting normal duties relative to the enforcement and policing of this Agree-



ment, so long as such visits do not interfere with proper service to customers.

## ARTICLE VIII

### Workweek

An employee shall be deemed a full-time employee if his schedule of hours for a given week exceeds thirty (30) hours; all other employees shall be deemed part-time employees.

The basic workweek before overtime compensation becomes applicable shall be forty (40) hours, to be worked within five (5) eight (8) hour days. All hours worked in excess of forty (40) hours per week and eight (8) hours per day shall be paid at the rate of one and one-half the employee's hourly rate of pay.

Hours of work shall be consecutive, except for lunch and dinner periods. Such periods shall not be less than thirty (30) consecutive minutes and not more than sixty (60) minutes.

No employee shall be required to take time off in lieu of overtime pay.

Work performed on the sixth (6th) day of any workweek by full-time employees will be at the rate of time and one-half. Work performed on Sunday by full-time and part-time employees will be at the following premium rate: straight time hourly rate, plus the following:

1965	\$ .50 per hour
1966	.65 per hour
1967	.75 per hour
1968	.90 per hour
1969	1.10 per hour

Pay premium shall not be pyramided, but the highest applicable premium shall be paid.

## ARTICLE IX

### Wages

All wage scales, increases, and Health and Welfare benefits are set forth in Schedules attached hereto and made a part hereof.

## ARTICLE X

### Holidays

The workweek for all full-time employees in weeks which a holiday occurs shall consist of thirty-two (32) hours worked in four (4) days.

All work performed in excess of the above described number of hours and days shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ), plus the holiday pay.

Full-time employees (40 or more hours) shall be paid a days pay (8 hours) and part-time employees shall be paid a prorated days pay on the following holidays, though no work be performed:

New Year's Day  
Easter Sunday  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

Part-time employees will be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) plus holiday pay, if work is performed on said holidays.

No work shall be performed on Christmas Day. No employee wishing to observe Yom Kippur shall be required to work if time off is requested. However, in the event any employee exercises

the option regarding Yom Kippur, they will be given an opportunity to make up time lost at straight time rate.

Should an employee request time off to attend church services on Good Friday, said employee will be granted such from twelve (12) noon to three (3) p.m. without loss in pay.

In holiday workweeks the Employer may exercise its rights to schedule employees so as to give an employee time off on other working days. This shall not deprive the employee of holiday pay.

## ARTICLE XI

### Vacations

Vacation time off shall be allowed with pay based on the employee's individual weekly or hourly rate in the following manner for all employees.

After 9 months  
service ..... one (1) week vacation

After one additional years  
service ..... two (2) weeks vacation

After 9 additional years  
service ..... three (3) weeks vacation

The eligibility date in establishing vacations shall be June 1st of each year.

When a holiday falls within an employee's vacation, the employee shall receive an additional days pay or one extra day off with pay in lieu thereof.

Absence due to illness or other excused causes, not exceeding ninety (90) days, shall not preclude an employee from a vacation period.

The weekly vacation pay shall be the regular hourly rate of the employee extended for the number of hours in his normal work schedule, not exceeding forty (40), at the time of taking his vacation.

Vacations shall normally be taken in the summer months, but shall at all times be subject to the Employer's staffing requirements.

## ARTICLE XII Leaves of Absence

Regular employees shall be entitled to written leaves of absence without pay for the following reasons, except as otherwise provided for in this Agreement:

1. Recuperation from illness or injury of the employee which requires absence from work;
2. Pregnancy of the employee; *D25-26*  
*01*
3. Serious illness, injury, or death in the employee's immediate family;
4. Military service by the employee; *D23-24*  
*01*
5. Election or appointment to office, in or as a delegate representing the Union requiring either temporary or full-time leave; *D19-20*  
*01*
6. Any other reason acceptable to the Employer. *D17-18*  
*01*

Pregnancy leaves shall run to a maximum of ninety (90) days after termination of pregnancy

for any regular female employee with six (6) months or more of continuous service at the Employer's store since the most recent date of hire. Leaves granted because of the employee's election or appointment to a full-time office in the Union shall run to the end of the employee's tenure in such office. All other leaves except military service shall run to a maximum period of one (1) year.

A regular employee granted a leave of absence shall be assured of employment, in accordance with seniority, at the Employer's store at the end of the leave of absence, providing applications for leaves of absence and the granting or denial of leaves shall be in writing, signed by the home office personnel department, including the granting or denial of leaves for licensed department employees.

Unless prior written approval has been received from the home office personnel department and the Union, an employee who obtains other employment during an authorized leave of absence shall be considered to have voluntarily quit and to have lost his right to return to work at the Employer's store. Absence from the job for 30 days or less shall not adversely affect the employee's wage progression.

### ARTICLE XIII

#### Sick Leave

On completion of ninety (90) days of service, an employee, full or part-time, shall be entitled to six days of sick leave per annum without loss of pay, but this shall not apply to the first day of any illness. The daily amount of sick leave pay shall be determined according to the em-

C63-64  
01

ployee's schedule at the time of the particular illness. An employee shall establish his claim by presenting the certificate of a doctor setting out the diagnosis and disabling character of the illness or injury.

## ARTICLE XIV

### Jury Duty

Full-time employees actually summoned and serving on juries will be granted time off, when needed, for actual jury duty and will receive the difference between their regular straight-time daily pay and the daily amount received while on jury duty, except such jury duty fee which they receive while serving on their normally scheduled day off. They will be expected to work on the days when the jury is not in session. The maximum number of such days allowed per calendar year shall be limited to fourteen.

## ARTICLE XV

### Funeral Leave

In the event of a death of one in the immediate family (parent, child, spouse, brother, sister) of an employee, or grandparent if living in the same home as the employee, the employee shall be granted a leave of absence up to three (3) days. When the employee's normal time off falls within the three (3) day period, he will be reimbursed for that portion of time normally scheduled for work. In the event the death of a parent-in-law, living in the same home as the employee, one (1) day leave of absence shall be granted.

## ARTICLE XVI

### Rest Periods

07/8  
50  
All employees shall be granted a fifteen (15) minute rest period for the first four (4) hours scheduled and a fifteen (15) minute rest period for the second four (4) hours scheduled.

Rest periods shall not be assigned and granted in conjunction with the regular allowable meal periods or the beginning of or the ending of any session of work.

## ARTICLE XVII

### Seniority

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1/2  
In making layoffs or recalls, employees length of service shall be considered along with ability, qualifications, and performance of employees within each store and all things being reasonably equal seniority shall govern

031-32  
02  
The seniority provisions of this Agreement shall not apply during the first thirty (30) days of a new employee's employment. The Employer may terminate the services of any new employee during the trial period and there shall be no right of appeal therefrom. Upon completion of the thirty (30) day period following date of employment, a new employee's seniority rights, benefits and privileges shall be governed by his original date of employment.

The provisions of this article shall apply separately to full-time employees and part-time employees and to the employees of concessionaires. Upon recall from layoff, an employee shall be credited with all service prior to the layoff for the purpose of determining his qualification for

vacation and any other benefit under this Agreement dependent upon length of service.

An employee transferred from one store to another for the convenience of the Employer shall have in the store to which he is transferred the seniority which he had accumulated up to time of transfer. Nothing contained in this Article shall compel the Employer to layoff employees in preference to reducing scheduled hours. Seniority shall be lost by voluntary quit, discharge for cause, continuous layoff for ten (10) consecutive weeks, failure to return to work in accordance with the terms of a leave of absence or by failure to return to work within seven (7) calendar days after mailing of written recall notice sent to the employee's last known address.

When a higher rated job opening exists covered by this Agreement, the seniority of an employee shall be considered, provided skills and qualifications are equal.

## ARTICLE XVIII

### Discrimination; Discharge of Employees

(a) No employee shall be discharged or discriminated against because of Union activities, nor shall any such activity by an employee be considered a violation of this Agreement. There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, or ethnic origin.

(b) The Employer reserves the right to discharge any employee for just and sufficient cause.



(c) If the Union and the Employer cannot agree as to the justification for such discharge, then the matter shall be arbitrated in accordance with the arbitration provisions.

(d) In the event that the discharge is found not to be justified, the employee shall be reinstated and/or awarded back pay; and restoration of privileges and seniority. In cases involving regulations relating to security, the arbitrator shall be limited to determining the fact of breach and the extent of discipline shall be determined solely by the Employer.

## ARTICLE XIX

### Grievance and Arbitration

1. Disputes and grievances arising between the parties involving questions of interpretation or application of any provision of this Agreement shall be submitted promptly and in writing, but in no case later than seven (7) days after the occurrence of the alleged grievance, by the party claiming to be aggrieved to the other party and an earnest effort shall be made promptly to adjust such matters in accordance with the following procedure:

(a) In the first instance the alleged dispute or grievance shall be taken up between the business representative of the Union and the Store Manager.

(b) If not thus settled within seven (7) days after it is first submitted, it shall be taken up in writing between the business representative and a designated Company official.

2. If the matter is still not resolved within the seven (7) days after the institution of this second step, it may be submitted to arbitration by the Union (but not by an individual employee or groups of employees) or by the Employer within, but not longer than seven (7) days after the conclusion of the said second step to an arbitrator mutually agreed upon, for determination.

(a) In the event the parties are unable to mutually agree upon an arbitrator, an arbitrator will be designated from a panel furnished by either the Mediation and Conciliation Service of the Federal Government or the American Arbitration Association.

(b) The decision of such arbitrator shall be final and binding on both parties and may be enforced by appropriate proceedings in a court of competent jurisdiction. No arbitrator, however, may alter, amend, add to, or detract from any of the provisions of this Agreement.

(c) The expenses of the arbitration shall be shared equally by both parties (the Union and the Employer).

## ARTICLE XX

### Strike and Lockout

The Employer and the Union severally agree that there will be no strike or lockout or any cessation of work during the term of this Agreement except for failure on the part of either party to arbitrate a dispute, or failure of either party to comply with a decision of the arbitrator.

The Employer further agrees that the unions shall not be liable for any strike if the union

concerned, within twenty-four (24) hours of notice that work has ceased, shall advise the Employer by telegraph or other writing that the strike is unauthorized. In case employees engage in a strike or cessation of work not authorized by the Union of which they are a member, the Employer may discipline the employee provided, however, the sole issue of whether or not an employee engaged in an unauthorized work stoppage or strike may be arbitrable.

## ARTICLE XXI

### General Provisions

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01 C42-44  
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All coats, aprons, caps or other special wearing apparel required by the Employer shall be furnished and cleaned and/or dry cleaned at the Employer's expense.

The Union agrees to furnish to the Employer, Union store cards and/or decals to be displayed on such public portion of the premises as the Employer may select. Such cards and/or decals shall remain the property of, and shall be surrendered to the Union upon demand.

The bulletin board or boards in the Employer's store may be used by the Union for the posting of such notices as may relate to the Union affairs.

C59-60  
80

Any full-time employee reporting to work as scheduled shall receive a days pay. Any part-time employee reporting to work as scheduled shall receive no less than four (4) hours pay, except when notified in reasonable time not to report pursuant to schedule, or when the Em-

ployer closes the store for some extraordinary reason.

## ARTICLE XXII

### Seasonals

Employees hired after November 1st of any year for service not extending beyond December 31st of that same year shall be seasonal employees. A seasonal employee shall be paid not less than the minimum hiring rate provided by this Agreement, but no other terms of the Agreement shall apply to him or her. If a seasonal employee is retained beyond December 31st, however, he shall from that time on receive all benefits of this Agreement and shall become a member of the Union forthwith.

## ARTICLE XXIII

### Payroll Week Clause

Wage increases and progressions hereunder shall be payable by entire payroll weeks. If the effective date of a wage change occurs in the first four (4) days of a payroll week, the increase shall be paid for the entire week; if the effective date occurs later, the increase shall be paid as of the first day of the succeeding payroll week. Work week shall begin 12:01 a.m. Sunday; if management elects to change the workweek, the adjustments in the change-over-period shall be arbitrable.

## ARTICLE XXIV

### Construction and Effect

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of the employees in the unit.

No issue raised in negotiations and not embraced in this Agreement shall be arbitrable.

This Agreement may be modified only by a writing expressly purporting to modify the same; and the waiver of any term or breach of any conditions of this Agreement shall not constitute a bar to the future enforcement of the term breached or the conditions waived.

## ARTICLE XXV

### Term of Agreement

This Agreement shall become effective as of May 30th, 1965, and shall remain in full force and effect until May 29th, 1970, and thereafter from year to year unless and until either party gives to the other party sixty (60) days written notice of an intention to terminate or amend the Agreement, as of May 29th, 1970, or at the end of any anniversary date thereafter.

Signed this 23rd day of August, 1965, by the duly authorized representatives of the parties hereto.

**RETAIL STORE EMPLOYEES UNION,  
LOCAL 1262**

By **WILLIAM A. McLAUGHLIN**  
President

**VORNADO, INC.,**  
Trading as Two Guys From Harrison  
and all Concessionaires

By **LEO ZWIEBACH,**  
Vice President

By **THEODORE KICEY,**  
Assistant Vice President

## SCHEDULE "A" WAGES

Effective May 30, 1965, all employees on the payroll as of this date shall receive an across-the-board increase of ten (10) cents per hour, or the minimum rates, whichever is greater.

Effective May 30, 1966; May 30, 1967; May 30, 1968; May 30, 1969; all employees on the payroll as of these dates, who have at least twenty-four (24) months actual service with the Company as of these respective dates shall receive an across-the-board increase of ten (10) cents per hour, or the minimum, whichever is greater.

### Full-time and Part-time minimum wage schedule — Clerks

Length of Actual Service	5/30 65	5/30 66	5/30 67	5/30 68	5/30 69
START	\$1.30	\$1.40	\$1.50	\$1.60	\$1.70
3 MONTHS	1.35	1.45	1.55	1.65	1.75
6 MONTHS	1.40	1.50	1.60	1.70	1.80
12 MONTHS	1.55	1.60	1.65	1.75	1.85
18 MONTHS	1.65	1.70	1.75	1.85	1.95
24 MONTHS	1.75	1.80	1.85	1.95	2.05
30 MONTHS	1.85	1.90	1.95	2.05	2.15
36 MONTHS	2.00	2.05	2.10	2.25	2.35

### Department Managers—

All Dairy department heads, Head cashiers Grocery managers and Produce managers shall receive a minimum of \$12.00 above the clerks progression rate for period involved. This \$12.00 differential shall be maintained at all times during the term of this Agreement.

## Customer Service Employees

START	\$1.25	\$1.30	\$1.35	\$1.45	\$1.50
30 DAYS	1.35	1.40	1.45	1.50	1.55
6 MONTHS	1.40	1.45	1.50	1.55	1.60
12 MONTHS	1.45	1.50	1.55	1.60	1.65

Customer Service Employees' duties strictly limited to the front end of the store and shall include bagging, carrying out orders, picking up carts, cleaning front store area, sidewalks, and parking lot, performing parcel pick-up.

These employees shall have seniority within this classification and are not intended to, nor shall they displace present part-time employees, however, they will get same fringe benefits as other part-time employees.

In stores where the physical setup of operations provides for mixed cashiers, (i.e. registers handling items originating in departments other than food department together with food items) the company agrees that the food cashier rates as set forth in this Agreement shall be paid to at least 50 per cent of the full and 50 per cent of the part-time mixed cashiers. Where there are an odd number of such cashiers the greater number shall receive the food cashier rate.

Seniority based on length of service only within this classification shall prevail in the selection of mixed cashiers who are to receive the food cashier rate in any given payroll week.

These principles shall only be applicable to mixed cashiers and shall not appertain to employees who are properly classified as food cashiers.

## SCHEDULE "B"

### Health and Welfare

For the duration of this Agreement the Company shall maintain and continue at its sole expense for all eligible employees, the health and welfare benefits outlined in Exhibit hereto.

Employees whose hours of employment are reduced below Health and Welfare eligibility shall continue to receive health and welfare benefits for three (3) months if they had been eligible for such benefits at the time of their reduction.





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## AGREEMENT

THIS AGREEMENT made this 23rd day of August, 1965, by and between VORNADO, INC., trading as TWO GUYS FROM HARRISON, INC., its successors and assigns, for and on behalf of itself and all of its concessionaires and lessees, jointly and collectively, hereinafter referred to as "Employer", and RETAIL CLERKS DISTRICT COUNCIL NO. 11, for and on behalf of its affiliated Local Unions 1349, 1357, 1358, 1360, 1361, 1371, 1393, 1436, 1687, and Local Unions 692 and 1262, all chartered by the Retail Clerks International Association, AFL-CIO, jointly and collectively, hereinafter referred to as "Union."

### ARTICLE I

#### Scope of Agreement

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The Employer recognizes that this Agreement constitutes an obligation of the Employer and that the terms and provisions of this Agreement shall embrace all present and future retail establishments of the Employer within the territory outlined on the attached map, and all concessionaires and/or departments operating therein. The Employer warrants that it has authority to commit the operator of any such concession or leased department to fully apply therein the terms and provisions of this Agreement.

The local unions, signatories hereto, have negotiated jointly with the Employer for the purpose of establishing substantial uniformity of conditions of employment and they shall for the purposes of this Agreement constitute a single bargaining representative.

## ARTICLE II

### Recognition and Bargaining Unit

The Employer hereby recognizes Local Unions 1349, 1357, 1358, 1360, 1361, 1371, 1393, 1436, 1687, 692 and 1262, chartered by the Retail Clerks International Association, on a joint basis, as the exclusive bargaining agent for all employees of the Employer in the appropriate bargaining unit hereinafter defined.

The appropriate bargaining unit in which the Bargaining Agent, as defined above, is recognized shall consist of all non-food store employees in any and all present and future stores of any type (including each and every department therein) which the Employer or any subsidiary thereof owns, leases, licenses, operates or controls directly or indirectly or in which the Employer or any subsidiary thereof has a controlling interest in the States of New York, New Jersey, Pennsylvania, Maryland, Delaware, and Virginia, excluding only Store Manager, Assistant Store Manager, Security Employees, one Department Manager, per department, one Assistant Department Manager, per department, Office Employees (not more than two (2) per store) and any employee covered by any other collective bargaining agreement.

The Employer agrees to hold and exercise full control of the terms and conditions of employ-

ment of all employees within the aforesaid bargaining unit and pursuant thereto the provisions of the collective bargaining agreement shall apply in every respect. Vornado, Inc., is not liable for the default of other employers covered by this Agreement, but any lessees or concessions will contain provisions obligating the lessee or concessionaire to carry out this Agreement.

It is intended hereby to consolidate a number of bargaining units in which the above mentioned local unions have previously been recognized and in which they have previously bargained with the Employer on a separate basis. The purpose of the parties in establishing this multi-union and area-wide bargaining unit is to achieve maximum stability and uniformity in collective bargaining relations between the parties.

### ARTICLE III Union Security

1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) calendar day following the effective date of this Agreement, or date of execution, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, or date of execution, whichever is later, shall on the thirty-first (31st) calendar day following the beginning of

such employment, become and remain members in good standing in the Union. (All to be enforced and applied in accordance with the provisions of Section 8(a)3 of the National Labor Relations Act as amended.)

2. Employer agrees to discharge any employee for nonpayment of dues and/or initiation fees, upon seven (7) days written notice from the Union to do so, unless the employee within that time has made good his default. This Employer shall not be placed at a competitive disadvantage in hiring by increases in initiation fees.

In case of new store openings only, the applicable provisions of the union security clause shall become effective sixty (60) days after the store opening.

Should the laws of any state providing a lesser degree of union security than provided by this Article and the Dues Checkoff Article of this Agreement be repealed, modified, or superseded by Federal enactment, then the said articles shall become fully effective, or effective to the extent then possible in such state or states. Pending such repeal, modification or supercession, said articles shall be effective to the fullest extent possible under such restrictive laws.

#### ARTICLE IV Dues Check-Off

The Employer agrees to deduct from the earnings of each employee, who has properly authorized such deductions in writing, initiation fees and periodic Union dues on the first payroll of each month for said month and further agrees to forward said deductions to reach the Union of-

office on or before the fifteenth (15th) day thereafter.

A list of all employees for whom a deduction has been made showing the amount deducted shall accompany the remittance.

The Company will supply an initial list of all employees covered by this collective bargaining Agreement and further agrees to supply a list of new hires, terminations, and transfers on a quarter-annual basis or more often if practicable.

## ARTICLE V

### Management Clause

It is mutually understood and agreed that the management of the work and the direction of the working forces including, but not limited to the rights of hiring, suspending, discharging for proper cause, promoting, transferring, scheduling, reducing or increasing hours, releasing employees from duty because of lack of work or for other legitimate reasons are vested in the Employer subject to the provisions of this Agreement.

## ARTICLE VI

### Shop Stewards

The Union shall have the right to designate such members of the Union as it deems reasonably necessary as Shop Stewards, who shall not be discriminated against due to their legitimate Union activity. A duly authorized Shop Steward shall enjoy seniority rights over all other employees of the Employer and shall be the last to be laid off.



## ARTICLE VII

### Store Visitations

Authorized representatives of the Union shall have the right to enter upon the premises of the Employer (Employers) during store hours for the purpose of conducting normal duties relative to the enforcement and policing of this Agreement, so long as such visits do not interfere with proper service to customers.

## ARTICLE VIII

### Workweek

An employee shall be deemed a full-time employee if his schedule of hours for a given week exceeds thirty (30) hours; all other employees shall be deemed part-time employees.

The basic workweek before overtime compensation becomes applicable shall be forty (40) hours, to be worked within five (5) eight (8) hour days. All hours worked in excess of forty (40) hours per week and eight (8) hours per day shall be paid at the rate of one and one-half the employee's hourly rate of pay.

Hours of work shall be consecutive, except for lunch and dinner periods. Such periods shall not be less than thirty (30) consecutive minutes and not more than sixty (60) minutes.

No employee shall be required to take time off in lieu of overtime pay.

Work performed on the sixth (6th) day of any workweek by full-time employees will be at the rate of time and one-half. Work per-

formed on Sunday by full-time and part-time employees will be at the following premium rate: straight time hourly rate, plus the following:

1965	\$ .25 per hour
1966	.30 per hour
1967	.40 per hour
1968	.45 per hour
1969	.50 per hour

Pay premium shall not be pyramided, but the highest applicable premium shall be paid.

## ARTICLE IX

### Wages

All wage scales, increases, and Health and Welfare benefits are set forth in Schedules attached hereto and made a part hereof.

## ARTICLE X

### Holidays

The workweek for all full-time employees in weeks which a holiday occurs shall consist of thirty-two (32) hours worked in four (4) days.

All work performed in excess of the above described number of hours and days shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ), plus the holiday pay.

Full-time employees (40 hours or more) shall be paid a days pay (8 hours) and part-time employees shall be paid a pro-rated days pay on the following holidays, though no work be performed.

New Year's Day  
Easter Sunday

Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

Part-time employees will be paid at the rate of time and one-half (1½) plus holiday pay, if work is performed in said holidays.

No work shall be performed on Christmas Day. No employee wishing to observe Yom Kippur shall be required to work if time off is requested. However, in the event any employee exercises the option regarding Yom Kippur, they will be given an opportunity to make up time lost at straight time rate.

Should an employee request time off to attend church services on Good Friday, said employee will be granted such from twelve (12) noon to three (3) p. m. without loss in pay.

In holiday workweeks the Employer may exercise its rights to schedule employees so as to give an employee time off on other working days. This shall not deprive the employee of holiday pay.

## ARTICLE XI Vacations

Vacation time off shall be allowed with pay based on the employee's individual weekly or hourly rate in the following manner for all employees.

After 9 months  
service ..... one (1) week vacation

After one additional years  
service ..... two (2) weeks vacation

After 9 additional years  
service ..... three (3) weeks vacation

The eligibility date in establishing vacations shall be June 1st of each year.

When a holiday falls within an employee's vacation, the employee shall receive an additional days pay or one (1) extra day off with pay in lieu thereof.

Absence due to illness or other excused causes, not exceeding ninety (90) days, shall not preclude an employee from a vacation period.

The weekly vacation pay shall be the regular hourly rate of the employee extended for the number of hours in his normal work schedule, not exceeding forty (40), at the time of taking his vacation.

Vacations shall normally be taken in the summer months, but shall at all times be subject to the Employer's staffing requirements.

## **ARTICLE XII**

### **Leaves of Absence**

Regular employees shall be entitled to written leaves of absence without pay for the following reasons; unless otherwise provided for in this Agreement:

1. Recuperation from illness or injury of the employee which requires absence from work;

2. Pregnancy of the employee;
3. Serious illness, injury, or death in the employee's immediate family;
4. Military service by the employee;
5. Election or appointment to office in, or as a delegate representing the Union requiring either temporary or full-time leave;
6. Any other reason acceptable to the Employer.

Pregnancy leaves shall run to a maximum of ninety (90) days after termination of pregnancy for any regular female employee with six (6) months or more of continuous service at the Employer's store since the most recent date of hire. Leaves granted because of the employee's election or appointment to a full-time office in the Union shall run to the end of the employee's tenure in such office. All other leaves except military service shall run to a maximum period of one (1) year.

A regular employee granted a leave of absence shall be assured of employment, in accordance with seniority, at the Employer's store at the end of the leave of absence, providing applications for leaves of absence and the granting or denial of leaves shall be in writing, signed by the home office personnel department, including the granting or denial of leaves for licensed department employees.

Unless prior written approval has been received from the home office personnel department and the Union, an employee who obtains other employment during an authorized leave of

absence shall be considered to have voluntarily quit and to have lost his right to return to work at the Employer's store.

Absence from the job for thirty (30) days or less shall not adversely affect the employee's wage progression.

### **ARTICLE XIII**

#### **Sick Leave**

On completion of ninety (90) days of service, an employee, full or part-time, shall be entitled to six days of sick leave per annum without loss of pay, but this shall not apply to the first day of any illness. The daily amount of sick leave pay shall be determined according to the employee's schedule at the time of the particular illness. An employee shall establish his claim by presenting the certificate of a doctor setting out the diagnosis and disabling character of the illness or injury.

### **ARTICLE XIV**

#### **Jury Duty**

Full-time employees actually summoned and serving on juries will be granted time off, when needed, for actual jury duty and will receive the difference between their regular straight-time daily pay and the daily amount received while on jury duty, except such jury duty fee which they receive while serving on their normally scheduled day off. They will be expected to work on the days when the jury is not in session. The maximum number of such days allowed per calendar year shall be limited to fourteen.

## **ARTICLE XV**

### **Funeral Leave**

In the event of a death of one in the immediate family (parent, child, spouse, brother, sister) of an employee, or grandparent if living in the same home as the employee, the employee shall be granted a leave of absence up to three (3) days. When the employee's normal time off falls within the three (3) day period, he will be reimbursed for that portion of time normally scheduled for work. In the event the death of a parent-in-law, living in the same home as the employee, one (1) day leave of absence shall be granted.

## **ARTICLE XVI**

### **Rest Periods**

All employees shall be granted a fifteen (15) minute rest period for the first four (4) hours scheduled and a fifteen (15) minute rest period for the second four (4) hours scheduled.

Rest periods shall not be assigned and granted in conjunction with the regular allowable meal periods or the beginning of or the ending of any session of work.

## **ARTICLE XVII**

### **Seniority**

In making layoffs or recalls, employees length of service shall be considered along with ability, qualifications and performance of employees within each store and department and all things being reasonably equal, seniority shall govern. Departments shall be determined by line of merchandise.

The seniority provisions of this Agreement shall not apply during the first thirty (30) days of a new employee's employment. The Employer may terminate the services of any new employee during the trial period and there shall be no right to appeal therefrom. Upon completion of the thirty (30) day period following date of employment, a new employee's seniority rights, benefits, and privileges shall be governed by his original date of employment.

The provisions of this article shall apply separately to full-time employees and part-time employees and to the employees of concessionaires. Upon recall from layoff, an employee shall be credited with all service prior to the layoff for the purpose of determining his qualification for vacation and any other benefit under this Agreement dependent upon length of service.

An employee transferred from one store to another for the convenience of the Employer shall have in the store to which he is transferred the seniority which he had accumulated up to the time of transfer. Nothing contained in this Article shall compel the Employer to layoff employees, in preference to reducing scheduled hours. Seniority shall be lost by voluntary quit, discharge for cause, continuous layoff for ten (10) consecutive weeks, failure to return to work in accordance with the terms of a leave of absence or by failure to return to work within seven (7) calendar days after mailing of a written recall notice sent to the employee's last known address.



## **ARTICLE XVIII**

### **Discrimination; Discharge of Employees**

(a) No employee shall be discharged or discriminated against because of Union activities, nor shall any such activity by an employee be considered a violation of this Agreement. There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, or ethnic origin.

(b) The Employer reserves the right to discharge any employee for just and sufficient cause.

(c) If the Union and the Employer cannot agree as to the justification for such discharge, then the matter shall be arbitrated in accordance with the arbitration provisions.

(d) In the event that the discharge is found not to be justified, the employee shall be reinstated and/or awarded back pay; and restoration of privileges and seniority. In cases involving regulations relating to security, the arbitrator shall be limited to determining the fact of breach and the extent of discipline shall be determined solely by the Employer.

## **ARTICLE XIX**

### **Grievance and Arbitration**

1. Disputes and grievances arising between the parties involving questions of interpretation or application of any provision of this Agreement shall be submitted promptly and in writing, but in no case later than seven (7) days after the occurrence of the alleged grievance, by the party claiming to be aggrieved to the other party and

an earnest effort shall be made promptly to adjust such matters in accordance with the following procedure:

(a) In the first instance the alleged dispute or grievance shall be taken up between the business representative of the Union and the Store Manager.

(b) If not thus settled within seven (7) days after it is first submitted, it shall be taken up in writing between the business representative and a designated company official.

2. If the matter is still not resolved within the seven (7) days after the institution of this second step, it may be submitted to arbitration by the Union (but not by an individual employee or groups of employees) or by the Employer, within, but not longer than seven (7) days after the conclusion of the said second step to an arbitrator mutually agreed upon, for determination.

(a) In the event the parties are unable to mutually agree upon an arbitrator, an arbitrator will be designated from a panel furnished by either the Mediation Conciliation Service of the Federal Government or the American Arbitration Association.

(b) The decision of such arbitrator shall be final and binding on both parties and may be enforced by appropriate proceedings in a court of competent jurisdiction. No arbitrator, however, may alter, amend, add to, or detract from any of the provisions of this Agreement.

(c) The expenses of the arbitrator shall be shared equally by both parties (the Union and the Employer).

## ARTICLE XX

### Strike and Lockout

The Employer and the Union severally agree that there will be no strike or lockout or any cessation of work during the term of this Agreement except for failure on the part of either party to arbitrate a dispute, or failure of either party to comply with a decision of the arbitrator.

The Employer further agrees that the unions shall not be liable for any strike if the union concerned, within twenty-four (24) hours of notice that work has ceased, shall advise the Employer by telegraph or other writing that the strike is unauthorized. In case employees engage in a strike or cessation of work not authorized by the Union of which they are a member, the Employer may discipline the employee provided, however, the sole issue of whether or not an employee engaged in an unauthorized work stoppage or strike may be arbitrated.

## ARTICLE XXI

### General Provisions

All coats, aprons, caps, or other special wearing apparel required by the Employer shall be furnished and cleaned and/or dry cleaned at the Employer's expense.

The Union agrees to furnish to the Employer, Union store cards and/or decals to be displayed on such public portion of the premises as the Employer may select. Such cards and/or decals shall remain the property of, and shall be surrendered to the Union upon demand.

The bulletin board or boards in the Employer's store may be used by the Union for the posting of such notices as may relate to the Union affairs.

Any full-time employee reporting to work as scheduled shall receive a days pay. Any part-time employee reporting to work as scheduled shall receive no less than four (4) hours pay, except when notified in reasonable time not to report pursuant to schedule, or when the Employer closes the store for some extraordinary reason.

## ARTICLE XXII

### Fountain Employees' Meals

Fountain employees, if members of bargaining unit, shall receive one (1) free meal within each daily shift of four (4) hours or more. The time which the meal may be consumed shall be before the shift begins, after the shift ends, or in the middle of the shift, at the discretion of the employee.

## ARTICLE XXIII

### Seasonals

Employees hired after November 1st of any year for service not extending beyond December 31st of that same year shall be seasonal employees. A seasonal employee shall be paid not less than the minimum hiring rate provided by this Agreement, but no other terms of the Agreement shall apply to him or her. If a seasonal employee is retained beyond December 31st, however, he shall acquire seniority dated back to his date of hire and shall from that time on receive all benefits of this Agreement and shall become a member of the Union forthwith.

## **ARTICLE XXIV**

### **Payroll Week Clause**

Wage increases and progressions hereunder shall be payable by entire payroll weeks. If the effective date of a wage change occurs in the first four (4) days of a payroll week, the increase shall be paid for the entire week; if the effective date occurs later, the increase shall be paid as of the first day of the succeeding payroll week. Workweek shall begin 12:01 a. m. Sunday; if management elects to change the workweek, the adjustments in the changeover period shall be arbitrable.

## **ARTICLE XXV**

### **Construction and Effect**

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of the employees in the unit. No issue raised in negotiations and not embraced in this Agreement shall be arbitrable.

This Agreement may be modified only by a writing expressly purporting to modify the same; and the waiver of any term or breach of any conditions of this Agreement shall not constitute a bar to the future enforcement of the term breached or the conditions waived.

## **ARTICLE XXVI**

### **Term of Agreement**

This Agreement shall become effective as of May 30, 1965, and shall remain in full force and effect until May 29th, 1970, and thereafter from

year to year unless and until either party gives to the other party sixty (60) days written notice of an intention to terminate or amend the Agreement, as of May 29th, 1970, or at the end of any anniversary date thereafter.

Signed this 23rd day of August, 1965, by the duly authorized representatives of the parties hereto.

**RETAIL STORE EMPLOYEES UNION,  
LOCAL 1262**

By **WILLIAM A. McLAUGHLIN**  
President

**VORNADO, INC.,  
Trading as Two Guys From Harrison  
and all Concessionaires**

By **LEO ZWIEBACH,**  
Vice President

By **THEODORE KICEY,**  
Assistant Vice President

## SCHEDULE "A" WAGES

Effective May 30, 1965, all employees on the payroll as of this date shall receive an across-the-board increase of seven and one-half (7½) cents per hour, or the minimum rates, whichever is greater.

Effective May 30, 1966, May 30, 1967, all employees on the payroll as of these dates, who have at least twenty-four (24) months of actual service with the Company as of these respective dates, shall receive an across-the-board increase of seven and one-half (7½) cents per hour or the minimum, whichever is greater.

Effective May 30, 1968, May 30, 1969, all employees on the payroll as of these dates, who have at least twenty-four (24) months of actual service with the company as of these respective dates, shall receive an across-the-board increase of five (.05) cents per hour, or the minimum, whichever is greater.

### MINIMUM WAGE SCHEDULE

Length of Actual Service	5/30 65	5/30 66	5/30 67	5/30 68	5/30 69
START	\$1.25	\$1.30	\$1.35	\$1.45	\$1.50
30 DAYS	1.35	1.40	1.45	1.50	1.55
6 MONTHS	1.40	1.45	1.50	1.55	1.60
12 MONTHS	1.45	1.50	1.55	1.60	1.65
18 MONTHS	1.50	1.55	1.60	1.65	1.75
24 MONTHS	1.55	1.65	1.70	1.75	1.85
30 MONTHS	1.65	1.70	1.75	1.85	1.95
36 MONTHS	1.70	1.75	1.85	1.95	2.05

Your contract is only as strong as you, the rank and file, make it. You should know your contract and your rights as well as the company's right. If you are in doubt, call your union office, (777-3700) and you will receive the proper guidance and information pertaining to your question. If your question is not too important and can wait until your Delegate visits you, be sure that you give him all the needed information and facts pertaining to your grievance or question.

IN THE INTEREST OF THE UNION, any member violating any of the provisions of this contract is subject to charges, which may result in a fine, suspension or expulsion.

It is to your interest that you submit all grievances and complaints to your Steward immediately, so that they may be handled without delay.

Fraternally yours,

LOCAL UNION 1262

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