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National Agreement

TEAMSTERS

National Tea Co.

Published by:

NATIONAL WAREHOUSE DIVISION
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN
AND HELPERS

25 LOUISIANA AVENUE, N.W.
WASHINGTON 1, D. C.



H. J. GIBBONS, Acting Director
JOSEPH M. DILLON, Secretary

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Agreement

SCOPE OF AGREEMENT:

This Agreement has been entered into between NATIONAL TEA COMPANY, hereinafter referred to as the Employer, and the NATIONAL WAREHOUSE DIVISION of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and Local Unions 135, 200, 270, 337, 371, 377, 383, 435, 544, 610, 688, 738, and 984, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as specified in the Addenda that are attached and made a part of this Master Contract, with respect to the respective locations or units of the Employer cited in said Addenda.

The Employer and Union agree to be bound by the terms and provisions of this Master Agreement. Whenever a pre-existing contract with one of the above named Local Unions bears an expiration or reopening date which occurs during the life of this Master Agreement, this Master Agreement shall automatically supersede the provisions of such local contract sixty (60) days prior to such expiration or reopening date, excepting only as to such matters which are subject to negotiation on a local basis under the provisions of Article IV of this Master Agreement. As to such matters, the provisions of Article IV relating to local negotiations shall prevail. Each party hereto hereby waives the notice requirement of such local agreement with respect to the expiration or reopening of such local agreement and ac-

cepts the provisions of this preamble to this Master Agreement in lieu and instead thereof, so that such negotiations shall take place as of the time permitted or required by such local agreements. This waiver of notice shall not apply to subsequent negotiations of local addenda under the provisions of Article IV.

This Agreement shall be binding upon the parties hereto, their successors, and assigns.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, assignee, etc. of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the local union at the time the seller, transferer or lessor executes a contract of transaction as herein described.

ARTICLE I
Union Shop and Dues

Section 1:

(a) The Employer agrees to recognize and does hereby recognize the Union or its successor, as the exclusive bargaining agent, for the purpose of collective bargaining, as provided by the National Labor Relations Act, for all of the employees of the Employer in the classifications as listed in the Addenda that are attached and made a part of this Master Contract, with respect to the respective locations of the Employer cited in said Addenda.

(b) All present employees who are members of the Union on the effective date of this Agreement or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement, whichever is the later.

(c) When the Employer needs additional employees he shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

(d) No provision of this Article shall apply to the extent that it may be prohib-

ited by State Law. If under applicable State Law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met. If Federal Law makes such provision legal, then Federal Law shall apply.

If during the life of this Agreement State Law prohibits a Union Shop, then the following Agency Clause shall apply, to the extent permissible under the applicable State Law:

1. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

2. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of this Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and

assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

3. In accordance with the policy set forth under sub-paragraphs (1) and (2) of this Section all employees shall as a condition of continued employment pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For existing employees, such payments shall commence thirty-one (31) days following the effective date of this Agreement or the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

4. In consideration of the Employer entering into the above Agency Shop provision, the Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities or costs to the Employer which arise out of entering into or enforcement of this Agency Shop provision.

(e) If any provision of this Article is invalid under the law of any State wherein this Contract is executed, such provision shall be modified to comply with requirements of State Law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the Employer agrees to be bound by the Union's position if approved by a judge of competent jurisdiction.

Section 2: Probationary Employees

A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) day trial period during which period he may be discharged at the discretion of the Employer, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After thirty-one (31) days the employee shall be placed on the regular seniority list and his seniority date shall revert to his last date of hire.

Section 3: Check-Off

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made, provided, however, that the Union presents to the Employer signed authorization from the employees for such deductions. No deduction shall be made which is prohibited by applicable Law.

ARTICLE II

Stewards Responsibility

The Employer recognizes the right of the Union to designate job stewards and alternates from the Employer's seniority list.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. the collection of dues when authorized by appropriate Union action;
3. the transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

The job steward shall not absent himself from his place of work to visit other parts of the warehouse without the permission of the foreman or superintendent. Any reasonable request shall be granted, provided it does not interfere with efficient operation.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline under Article VII in the event the

shop steward has taken unauthorized strike action, slow-down, or work stoppage in violation of this Argeement.

ARTICLE III

Joint National Committee

Section 1:

The Employer and the Union shall together create a Joint National Committee. The Joint National Committee shall consist of an equal number appointed respectively by the Employer and the Union, but not less than two (2) from each group. The Employer and the Union may appoint an alternate for each of their respective representatives. The Joint National Committee shall formulate rules of procedure to govern the conduct of its proceedings.

Section 2:

The Joint National Committee shall have jurisdiction over:

- (a) Disposition of grievances which cannot be settled through the first two (2) steps of the Grievance Procedure.
- (b) Negotiation of local bargaining matters which have become deadlocked at the local level.
- (c) Interpretation of the provisions of this Master Agreement.
- (d) Negotiations of any additions, deletions, or modifications of this Master Agreement during the term thereof which may be mutually agreed upon by both parties.
- (e) Formulation of rules and regulations for the purpose of administering this Master Agreement and its Addenda.

ARTICLE IV

Negotiations

Section 1:

Wages, hours, and other conditions of employment that are not specially covered within this Master Agreement shall be open to negotiation between the parties on a local basis between the individual Local Unions and the Employer; however, no provision of the local Addenda shall supersede or conflict with the terms and provisions of this Master Contract. Such agreement shall be reduced to writing and specifically labeled as Addenda appropriately describing the classifications of employees, the geographical location or locations involved, the identity of the operating branch of the Employer and of the Local Union involved. Such Addenda shall be attached to and be made a part of this Master Agreement. All such Addenda shall become effective only upon the express written approval thereof by the National Warehouse Division.

Section 2:

Upon rendition of notice by one party to the other party of the intent to terminate or modify any of the present or future local Addenda that are embraced by this Master Agreement and in accordance with the provisions of such local Addenda, each Local Union shall proceed to negotiate in accordance with the obligations and limitations set forth in Section 1 above.

Section 3:

Should the Employer and the Union fail to agree on the terms of new or modified Addenda on a local level, the controversy

shall be referred to the Joint National Committee. The Joint National Committee shall study the requests and proposals of both parties, investigate all pertinent facts, and conduct whatever hearings it deems necessary or desirable under each situation. Upon concluding such inquiry, the Joint National Committee by majority vote shall decide the issues, such decision to be final and binding between the parties. However, should the Joint National Committee be unable to reach a decision, either party, after having served written notice on the other party, shall be permitted all legal and economic recourse ten (10) days following the date of such written notice of its intention to do so, and the Local Union shall have, among other rights, the right to strike.

ARTICLE V

Grievance Procedure

Section 1:

Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

Step 1: By conference between the aggrieved employee, the steward, or both and the foreman, superintendent or both. Grievances not satisfactorily resolved within forty-eight (48) hours after presentation will automatically proceed to Step 2.

Step 2: By conference between an official or officials of the Union, or its

designated business agent, and an official or officials of the Company. Grievances not satisfactorily resolved within ten (10) working days following presentation at this step will automatically proceed to Step 3. However, the parties may, by mutual agreement, extend this period to twenty (20) working days.

Step 3: In the event Step 2 fails to settle the complaint, it shall be referred to the Joint National Committee.

Step 4: If the Joint National Committee decides the grievance referred to it by a majority agreement of the Committee, the decision shall be final and binding on all parties. In the event the Joint National Committee cannot reach a majority agreement, the dispute shall be submitted to arbitration subject, however, to the following: Disputes concerning seniority and discharge, except discharge for proven dishonesty, drunkenness or discharge, as provided under the terms of Article VII, shall be submitted to arbitration by a majority agreement of the Joint National Committee. In the event the Joint National Committee cannot reach a majority agreement on disputes involving seniority and discharge, except discharge for

proven dishonesty, drunkenness, or discharge, as provided under the terms of Article VII, then either party shall be permitted all legal or lawful economic recourse and the Union shall have, among other rights, the right to strike.

Section 2:

Either party may submit a list of suggested arbitrators to the other. If no agreement can be reached in the selection of the arbitrator within two (2) weeks, either party may request the Director of the Federal Mediation and Conciliation Service to furnish a panel of five (5) from which the arbitrator may be chosen. If the parties are unable to agree upon an arbitrator from this panel, either party may request the Director of the Federal Mediation and Conciliation Service to name an arbitrator within fifteen (15) days of the date of such request. The decision of the arbitrator shall be binding on both parties. The cost of the arbitrator is to be borne equally by the Employer and the Union.

The arbitrator may interpret the Agreement and apply it to the particular case presented to him, but he shall however, have no authority to add to, subtract from, or in any way change or modify the terms of this Agreement or any Agreements made supplementary hereto.

Section 3:

If either party to this Agreement refuses to abide by a decision of an arbitrator rendered under Section 2 or a final decision of the Joint National Committee, such refusal

shall be a breach of this Agreement and the other party may then take any legal, or lawful economic action.

Section 4:

Grievances must be taken up promptly and no grievance will be considered or discussed which is presented later than fourteen (14) days after the knowledge or the occurrence of the grievance. All grievances going beyond Step 1 shall be reduced to writing by the complainant before proceeding to Step 2.

ARTICLE VI

Discharge or Suspension

The Employer shall not discharge nor suspend any employee without just cause. Rules and regulations as contained in Appendix "A" agreed to with the Local Union involved and made a part of this Agreement, shall in such instances as specified, determine the discipline to apply, including discharge or suspension. Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Appeal from discharge or suspension must be taken up within ten (10) days by written notice and a decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case shall then be taken up as provided for in the Grievance Procedure. If at any step of the grievance procedure it is agreed that the employee should be reinstated, the parties shall have the authority to agree on full, partial or no compensation for time lost.

ARTICLE VII

Unauthorized Activity

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which notice will list the Unions authorized representatives who will deal with the Employer, make commitments for the Union generally, and in particular have the sole authority to act for the Union and the Union shall not be liable for any activities unless so authorized.

It is further agreed that in all cases of an unauthorized strike, slow-down, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right to reasonable discipline short of discharge, and such employee shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any employee participating in any unauthorized strike, slow-down, walkout, or any other

cessation of work, and such employees shall not be entitled to or have any recourse to any other provisions of this Agreement.

It is further agreed and understood that the National Warehouse Division of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, shall not be liable for any strike, breach or default in violation of this Agreement unless the act is expressly authorized by its Executive Board. The Executive Board shall notify the Company in writing of any such action they have authorized.

ARTICLE VIII

Protection of Rights

Section 1: No Strike, No Lockout.

To the extent that the Union is not otherwise entitled to exercise its right to strike under the provisions of this Contract, the Union agrees that there shall be no strikes or other interferences with or interruption of the normal operation of the Company's business by the Union during the term of this Agreement. The Company agrees that there shall be no lockout.

Section 2: Picket Line

It shall not be a violation of this Agreement, and shall not be cause for discharge or disciplinary action, in the event an employee (a) refuses to enter upon any property of his Employer involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket lines at his Employer's places of business, including picket lines of unions parties to this Agreement; or (b) refuses

to go through or work behind any picket line, including picket lines of unions parties to this Agreement, at the places of business of any other employer where the employees of such employer are engaged in a strike ratified or approved by the Union of such employees who such employer is legally required to recognize.

Section 3: Struck Goods

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer performs by arrangement with an employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or persons on strike.

Section 4: Grievances

Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step (Article V, Step 4 of Section 1) of the Grievance Procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

ARTICLE IX

Subcontracting

It is understood that nothing contained herein shall prohibit the Employer from opening new facilities, closing existing facilities, consolidating facilities, transferring operations from one facility to another, or having store deliveries made by suppliers of

items not now being manufactured by the Employer. 7

If during the term of this Agreement, the Employer deems it advisable to abandon the present method of store deliveries and subcontracts to a common, contract or private carrier, all or any part of the deliveries then being made by the employees covered by this Agreement, then a condition of such subcontract shall be the employment, in accordance with their seniority, of such employees by the common, contract or private carrier as the common, contract or private carrier requires to make the deliveries. This shall apply only where the Local Union represents both the warehouse and drivers or the drivers only. 37/1

If during the term of this Agreement, the Employer deems it advisable to subcontract to another employer all or any part of other work or services then being performed by employees covered by this Agreement, then a condition of such subcontract shall be the employment, in accordance with their seniority, of such employees as the contracting employer requires to perform such work or services.

Senior employees shall have the option of staying with the Company if there is work available or transferring to the then contracting company.

If the Company moves all or part of the operation covered by a local addendum to an area not covered by a local addendum, all employees covered by this contract at the original location shall be offered employment in accordance with their seniority and with full seniority at the removed operation. 38/1

ARTICLE X

Inspection Privilege

Upon notification made to the Warehouse and Transportation Superintendent or his designee, any accredited Union representative shall be granted the right to enter and visit the establishment during business hours for the purpose of carrying out the terms of this Agreement and contacting employees regarding union affairs, providing that no conferences or meetings between employees and union representative shall in any way stop, hamper, or obstruct normal flow of work.

ARTICLE XI

Military Clause

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1948, as amended, shall be granted all rights and privileges provided by the Act.

ARTICLE XII

Compensation Claims

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing. However, such agreement shall not preclude the Employer from contesting any claim in good faith. The Employer shall provide Workmen's Compensation protection for all employees even though not required by State Law.

ARTICLE XIII

Management Rights

The management of the business and the direction of the working forces, including

the right to plan, direct and control operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, are vested in the Employer provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further, that it will not be used for the purpose of discrimination against any employee, or for the purpose of invalidating any contract provisions.

ARTICLE XIV

Extra Contract Agreements

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement shall be null and void.

ARTICLE XV

Separability and Savings

If any article or section of this Agreement should be held invalid by operation of Law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the Employer agrees to be bound by the Union's

position if approved by any tribunal of competent jurisdiction, or a tribunal agreed to by the parties.

ARTICLE XVI

Union Cooperation

The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good house-keeping of the departments, machinery and equipment. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods and in the education of its members in the necessity for such changes and improvements.

The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

ARTICLE XVII

Maintenance of Standards

The Employer agrees that any and all wages, hours and conditions of employment shall be maintained at the Local Union level at not less than the highest standards in effect at the Local Union level at the effective date of this Agreement, except as such wages, hours and conditions are changed through negotiation and agreement between the parties.

ARTICLE XVII
Work Assignments

The Employer agrees to respect the jurisdictional rules of the Local Union and shall not direct or require their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units.

ARTICLE XIX
Termination

This Agreement shall be in full force and effect from _____, 19____ to and including _____, 19____, and shall continue in full force and effect from year to year thereafter unless written notice via U.S. Registered or Certified Mail of a desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a written notice via U.S. Registered or Certified Mail at least sixty (60) days prior to _____, 19____, or _____ of any subsequent (month & day)

contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

The respective parties shall be permitted all legal or lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

IN WITNESS WHEREOF the parties hereto have set their hands and seals

this _____ of _____, 19____,
(day) (month)

effective as of _____,
(month & day)

19 _____, subject however, to ratification by members of the Union covered by this Agreement.

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