

FEB 2 1965 *Union*

St. Louis Addenda

NATIONAL TEA COMPANY

10-14-63 — 12-31-68



TEAMSTERS LOCAL 688

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TEAMSTERS LOCAL 688

ADDENDA TO
NATIONAL AGREEMENT

TEAMSTERS

National Tea Company

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Addenda to National Agreement

SCOPE OF ADDENDA:

These addendas to the National Agreement have been agreed to between the St. Louis Division of National Food Stores, Inc., St. Louis, Missouri, or its successor, hereinafter referred to as the Employer, or Company, and the NATIONAL WAREHOUSE DIVISION of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and Local Union 688, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter designated as the Union, as specified in the National Agreement to which these Addenda are attached and made a part thereof.

ARTICLE I *Recognition*

Section 1:

The Employer will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union; nor will it interfere with, restrain, coerce, discriminate against, any of their employees in connection with their membership in the Union.

Section 2:

Supervisors, and those employees solely in supervisory capacities, shall not do production work, except as necessary for the training of employees.

ARTICLE II *Representation*

In dealing with the Employer, the Union shall be represented by employee shop stewards who shall be selected in any manner determined by the Union on the basis of one for each twenty-five (25) employees, or major fraction thereof, with a minimum of one (1) shop steward for each shift of each employer. Shop stewards shall meet at least once a month with their employer on grievances and on major grievances as they occur. One of the shop stewards may be designated as Chief Steward and one may be designated as Shop Secretary.

ARTICLE III *Hours of Work*

Section 1:

Starting time shall be between 7:00 and 9:00 A.M. inclusive, first shift.

Starting time shall be between 9:01 A.M. and 7:00 P.M. inclusive, second shift.

Starting time shall be between 7:01 P.M. and 6:59 A.M. inclusive, third shift.

The standard hours of work shall be eight (8) hours per shift. The work week shall start on Monday and end on Friday. All work in excess of eight (8) hours per day and forty (40) hours per week shall be considered as overtime, and employees shall be paid at the rate of time and one-half for working such overtime periods. Overtime shall not be paid twice for the same hours. It is understood in produce operation day or night, the Employer may schedule a different starting time on one day of the work week in order to meet variable operating requirements or emergencies on that day.

Section 2:

Employees who shall report for work, not having been notified on the preceding day or prior thereto, not to report, shall receive at least four (4) hours work or pay therefor at the straight time rate.

Section 3:

Time and one-half ($1\frac{1}{2}$) shall be paid for all work performed on Saturdays:

Double time shall be paid for all work performed on the Sundays and holidays. It is understood that the holiday or the Sunday is observed on a different basis for night produce employees than is observed for other employees. There shall be a minimum of four (4) hours work on Saturdays, Sundays, and holidays.

Notwithstanding the above, when the second shift starts at 4:00 P.M. or earlier, premium pay (other than shift premium) shall not be paid for that portion of the regular eight (8) hour shift worked after 12:00 midnight.

Section 4:

Any part of one fourth hour worked by an employee before his or her regular starting time, or after his or her regular quitting time, shall constitute a full one-quarter hour and shall be paid at the rate of time and one-half, except on Sundays or holidays, when said work shall be paid for at the rate of triple time. For the purpose of machine accounting, it is agreed under this clause that three-tenths of an hour shall constitute a full one-quarter hour worked; and that five-tenths shall constitute a full one-half hour worked; and that eight-tenths

shall constitute a full three-quarter hours worked. Such overtime shall be worked only at the direction of management. Overtime shall be voluntary on the part of the employee. However, Management asking for voluntary service twenty-four (24) hours in advance from the employee and he agrees to work, he shall work this overtime.

When overtime work is necessary, employees who have seniority shall be given preference over beginners to perform such overtime work.

All overtime work shall be rotated equally among employees having seniority within the job classification set forth in the appended Exhibit "A". A shop steward shall be included, or if he does not desire to work, he shall appoint one of the employees working to serve as steward.

Section 5:

Employees shall be entitled to two (2) ten (10) minute breaks per working day without loss of pay, one during the first four (4) hours and one during the second four (4) hours of each shift. The time of such breaks shall be set by the Employer.

Employees shall be entitled to one (1) five (5) minute wash-up period at the end of the work day without loss of pay, whether at the end of his regular shift or overtime, if worked.

Section 6:

Regular employees shall be given at least forty-eight (48) hours advance notice of layoff. Employees not having been so notified shall be entitled to a full day's pay for each regular work day they report for work.

The forty-eight (48) hour notice of layoff shall not apply in the case of an employee temporarily recalled to fill a vacancy.

Section 7:

If a company determines to establish a new second or a new third shift, the Company will post a schedule of the vacancies for the new shift and such vacancies will be handled on a bid basis in the ordinary bidding procedure. If the vacancies are not all filled through the bidding procedure, the Company may assign employees from another shift to fill such vacancies. Such assignments shall be on the basis of the lowest seniority in the same classification where the vacancy exists.

ARTICLE IV

Holidays

All employees shall receive eight hours pay at their straight time rate for each of the following holidays without working on such days; however, in order to qualify for holiday pay an employee must work either the regularly scheduled work day before or after the holiday unless he is excused from work either by contract or by his employer. Laid-off employees shall receive holiday pay for holidays falling in the calendar week following their layoff. Employees off due to illness shall receive holiday pay for holidays, if they receive pay (sick leave included) during the week of the holiday.

| | |
|----------------|---------------------|
| New Years' Day | Armistice Day |
| Memorial Day | Thanksgiving Day |
| Fourth of July | Christmas Day |
| Labor Day | Employee's Birthday |

If a holiday (other than the Birthday Holiday and Armistice Day Holiday) falls on a Sunday, it will be celebrated on the first succeeding Monday which is not a holiday.

All regular employees (if qualified for holiday pay) shall receive a birthday holiday on the Thursday following his birthday anniversary with holiday pay as provided for above.

In lieu of the Armistice Day holiday provided for above, all regular employees (if qualified for holiday pay) shall receive a holiday on the Friday following his birthday anniversary as provided for above.

If the employee's birthday anniversary falls on a Thursday, the birthday holiday will be celebrated on the following Thursday, and the holiday in lieu of Armistice Day will be celebrated on the following Friday.

If a birthday holiday or holiday in lieu of Armistice Day falls on a holiday, by mutual agreement between the Company and the employee, it shall be celebrated on another day.

If a birthday holiday or holiday in lieu of Armistice Day falls on a holiday during a vacation period, the employee will receive two (2) extra days of vacation. By mutual agreement between the Company and the employee, these may be taken at some time other than a continuation of the vacation.

No employee will be entitled to force his employer to allow him to work on the day to be celebrated as the employee's birthday holiday.

If employees shall perform work on the aforementioned holidays, such work shall be paid for at double time which shall be in addition to the straight time pay which would have been received had no work been performed.

ARTICLE V

Wages

Wages shall be paid according to the schedule hereto appended marked Exhibit "A".

ARTICLE VI

Vacations

Section 1:

It shall be the practice of the employer to give vacations with pay each calendar year, however, no employee may take more than one vacation during a calendar year (this does not, however, preclude split vacations).

Section 2:

During the first year of employment the employee must work eighty (80%) per cent of total working days in order to obtain his vacation and must have been employed for the full year.

Section 3:

During the second and subsequent years, the man must have worked sixty (60%) per cent of the total working days of the year, but need not be employed for the full year to be eligible for the vacation. No more than one vacation will be earned in any twelve (12) month period.

Section 4:

The number of employees who may be on vacation at any one time shall be as follows:

One (1) for the first seventeen (17) total regular employees; two (2) for the first thirty-four (34) total regular employees; and thereafter, one (1) for each additional seventeen (17) total regular employees, or a fraction thereof, calculated as of November 15 of each calendar year. Only one (1) for each five (5), or fraction thereof, in a classification may bid for the same vacation period.

Section 5:

Employees, after the first year of continuous employment, shall receive vacations as follows:

- (a) 2 weeks vacation after achieving 3 years seniority
- (b) 3 weeks vacation after achieving 8 years seniority
- (c) 4 weeks vacation after achieving 20 years seniority (1964)
- (d) 4 weeks vacation after achieving 19 years seniority (1965)
- (e) 4 weeks vacation after achieving 18 years seniority (1966)
- (f) 4 weeks vacation after achieving 17 years seniority (1967)
- (g) 4 weeks vacation after achieving 15 years seniority (1968)

An employee shall receive the aforementioned vacations in the year in which he achieves the seniority as listed, or in the year in which the length of vacation entitlement changes, whichever is later. Vacation lists shall be posted on November 15, and bids must be in by December 31.

The employer may allow more employees than outlined above to be on vacation at any one time at his discretion if the employees so request. There will only be one first choice of split vacations.

Section 6:

Vacation pay shall be figured at the employees regular straight time hourly rate times forty (40). Vacation pay shall be paid on the day prior to the vacation.

Section 7:

Whenever a holiday falls within an employee's vacation period, such employee shall be granted an additional day of vacation.

Section 8:

Any employee, covered by this agreement, leaving the service of the Employer shall receive all accumulated vacation benefits calculated from date of employment.

ARTICLE VII

Seniority

Section 1:

Seniority shall be plant-wide for the employer's employees covered by this agreement.

Section 2:

In all cases of decreasing and increasing the working force, and for promotions, seniority shall govern. When a lay-off shall exceed eighteen (18) months, seniority shall cease.

Section 3:

A list of employees, covered by this Agreement, of the employer, rated according to

seniority, is attached hereto and made a part of this Agreement. The employer will supply the Union office with a list of all additions or deductions from the seniority list within five (5) days after such occur.

Section 4:

New regular employees shall achieve seniority the thirty-first (31st) day after their employment. They shall then date their seniority from the date they were first employed. The aforementioned thirty-one (31) day period may be extended by mutual agreement between the Employer and the Union.

Section 5:

In the case of layoffs, shop stewards shall have top ranking seniority (during the term of their office) irrespective of actual length of service.

Section 6:

Any employee elected or appointed as an official or delegate to any labor activity necessitating a leave of absence shall be granted a leave of absence not exceeding one (1) year without pay and be guaranteed re-employment at the end of such period, with the same seniority rating as when the leave of absence was granted. Such an employee shall give his Employer written notice seven (7) days prior to the time that he intends to leave work, and he shall return immediately after his official Union business has been terminated, giving his Employer written notice seven (7) days in advance of his return. Under no circumstances shall this Section be construed to

require an Employer to increase the number of employees beyond those actually needed.

Section 7:

Regular employees who leave the service of an Employer to enter that of the United States Armed Forces, or the service of the U.S. Maritime Commission, or who are drafted by the United States Government for civilian service, will upon their return within ninety (90) days from honorable discharge from the United States Armed Forces or Maritime Commission or release from such civilian service, be granted all seniority and vacation rights as if continuously employed by the Employer during such service. Such persons will be rehired by the Employer to take the place of other persons employed by Employer who have less seniority, in accordance with the provisions of Article VII, Sections 1 and 2 above. Under no circumstances shall this section be construed to require an Employer to increase the number of employees beyond those actually needed. Employees who voluntarily reinlist shall lose such rights.

Section 8:

When a vacancy occurs in a classification and the employer desires to fill such a vacancy or when a new position is created for a regular employee, the Company shall post a notice on the bulletin boards for a period of twenty-four (24) working hours announcing the open position, stating the classification and shift on which the vacancy exists, and any employee may bid for the opening. The employee with the highest ranking seniority shall be awarded the bid.

A trial period of not to exceed thirty (30) days must be given on any bid.

An employee must be capable of performing and shall be afforded the opportunity for training for all work falling within a classification before he shall be finally awarded the opening.

Specific jobs or duties shall not be subject to bid; bids will be restricted to classifications as such.

Temporary vacancies more than four (4) consecutive weeks shall be subject to bid on the basis of seniority.

A temporary vacancy for a period of four (4) weeks or less shall be filled by the Company by transferring employees by seniority within the shift.

Section 9:

Employees who are not covered by this agreement shall lose their seniority upon being transferred into a job covered by this agreement.

Section 10:

An employer who has more than one shift shall during April, 1966 and each February thereafter during the period of this contract, post for the bidding of shift preferences all jobs held by employees covered by this contract, with final assignments resulting from the bidding to become effective no later than March 1 of each such year. The posting shall list the number of jobs in each classification on each shift. All employees may bid for shift choices in their classification only. No employee may bid into any other classification. Each employee may list

his first choice for shift preference (if there are two shifts) or his first and second choice of shifts (if there are three shifts). Employees will be assigned to shifts in their respective classifications according to seniority and choice. Seniority will govern in the event more employees bid a shift than there are jobs posted for that shift. After all preferences have been accorded on the basis of seniority and preferences indicated, the employer shall assign the remaining employees to any shift where there are openings.

ARTICLE VIII

Sick Leave

Section 1:

Effective October 14, 1963, the Company agrees that in the event an employee is sick or injured for a period not to exceed six (6) working days plus any previously accumulated unused sick leave during any contract year, it will not "dock" such employee for the loss of these days.

No sick leave benefits will accrue until after an employee has completed sixty (60) days of service with an employer; after such completed sixty (60) days waiting period an employee will be entitled to pro-rated sick leave during the first contract year of employment on the basis of one-half ($\frac{1}{2}$) day for each full month of employment.

Employees' sick leave not used in any one (1) year shall be accumulated as sick leave until a total not to exceed sixty (60) days is accumulated to the employee's credit.

The above sick leave shall be for illness or accident. Doctor's certificate, furnished

by Labor Health Institute Doctor, shall be presented to the Company.

Section 2:

If it becomes necessary for an employee to leave his place of employment within working hours to receive medical treatment from a doctor for an injury sustained "in the course of that employment," as those terms are defined under the Missouri Workmen's Compensation Act, such employee shall be paid at his regular rate of pay for any regular working hours during which it is actually necessary that he be absent to receive the medical treatment. Payment under this Section 2 shall be made only if the employee is not receiving payment for those same lost working hours by virtue of any Compensation Act or by virtue of any other provision of this contract.

Section 3:

During the first three (3) days of a compensable injury an employee shall be entitled to draw upon his sick leave, and any benefits paid on account thereof shall not be considered a part of any compensation settlement.

ARTICLE IX

Employees To Be Given Time Off To Vote

Any employee eligible to vote at any election in the State of Missouri or any other state shall, on the day of such election, be entitled to absent himself from any service or employment in which he is then engaged for the Employer for a period of three (3) consecutive hours between the time of opening and closing the polls in order that such employee may vote; and such

employee shall not, because of so absenting himself, be liable to any penalty, but shall receive such pay for the regular working hours missed as such employee would have, but for such absence, been entitled to receive; provided, however, that the Employer may specify the hours during which such employee may absent himself as aforesaid.

ARTICLE X

Health Clause

It is agreed that the Company will pay into the Saint Louis Labor Health Institute a sum equal to 5% of the gross pay (before deductions for social security, taxes, union dues, etc.) of all full time regular employees of the Company within the Collective Bargaining Unit covered by this agreement, in no event shall said payments equal less than ten (10¢) cents per hour for each straight time hour worked by said employees.

The Employer may enroll other persons regularly in its employ by making payments as set out hereinabove.

Said payments shall entitle the employees of the Company covered by this agreement to regular membership in the Saint Louis Labor Health Institute for themselves and their dependents as associate members under the Family "A" Plan. He and his dependents shall be entitled to such medical services and hospital benefits as are provided in the rules and regulations of the Saint Louis Labor Health Institute.

Payments to the Saint Louis Labor Health Institute hereunder shall be made weekly, bi-weekly, monthly, or otherwise, as

may be agreed between the Company and the Saint Louis Labor Health Institute and shall continue for the duration of this contract.

The Company shall have no right, title or interest in any monies so paid or in the funds of the Saint Louis Labor Health Institute or its control or management except as provided in the By Laws of the Saint Louis Labor Health Institute. No employee shall have any right, title or interest in any monies so paid or any claim against the Company, or the Saint Louis Labor Health Institute, or the Union, or any right, title or interest in the control and management of said Saint Louis Labor Health Institute.

The Company's and employee's right, title and interest shall be limited to medical and health services to employees and members of their families while said employee is in the employ of said Employer except as otherwise provided by the By Laws of said Saint Louis Labor Health Institute.

ARTICLE XI

Welfare And Pension Program

Section 1: Insurance and Welfare

The Employer agrees that it will contribute 2% of its gross payroll for all regular employees covered by this collective bargaining agreement to the Union's Insurance and Welfare Fund. It is agreed that 2% of the gross pay for all employees shall be paid to an Insurance and Welfare Fund to be held in Trust as the Teamsters' Local 688 Insurance and Welfare Fund, on the terms, use and conditions as set out in said agreement of trust, a copy of which is

marked Exhibit "B" and attached hereto and incorporated by reference as though fully set out.

The Employer agrees that it will execute said attached agreement of Trust and such other documents or papers as may be necessary to effectuate said Insurance and Welfare Program and the purposes announced therein.

Section 2: Pensions

The Employer agrees to contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of six (\$6.00) dollars per week for each employee who has been on the payroll thirty (30) days or more. Commencing February 1, 1964 these payments shall be increased to seven (\$7.00) dollars per week.

Effective February 1, 1966, the Employer agrees to contribute to the Central States Southeast and Southwest Areas Pension Fund the sum of eight (\$8.00) dollars per week for each employee who has been on the payroll thirty (30) days or more.

The Employer thereafter (but for a period not exceeding the termination of this contract) agrees to contribute to the said Central States Southeast and Southwest Areas Pension Fund such amount or amounts as are or may be in the future from time to time required to be paid by other contributory Employers to said Fund who are covered by the Central States Addendum to the National Trucking Agreement.

This fund shall be the CENTRAL STATES, SOUTHEAST AND SOUTH-

WEST AREAS PENSION FUND. The Union and the Employer agree to be bound by, and hereby assent to all of the terms of the Trust Agreement creating said CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND, all of the rules and regulations heretofore and hereafter adopted by the Trustees of said Trust Fund pursuant to said Trust Agreement, and all of the actions of the Trustees in administering such Trust Fund in accordance with the Trust Agreement and rules adopted. Their signatures to this collective bargaining agreement shall be deemed sufficient to signify their assent to and willingness to be bound by the terms of said Trust Agreement as fully as though they and each of them had indicated their assent of and executed said Trust Agreement.

The Employer hereby accepts as Employer Trustees, the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. The Employer agrees that it will execute said attached Agreement of Trust and such other documents or papers as may be necessary to effectuate said Welfare and Pension Programs and the purposes announced therein.

If an employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employes shall continue to make the required contributions untill such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective sufficient monies to pay the required contributions into the pension Fund during the period of absence.

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this contract.

ARTICLE XII

Work Assignments

Section 1:

Any employee receiving a rate of pay in a given classification shall work in any other classification with equal rate of pay or in any other classification with a lower rate of pay. If he works in a classification with a higher rate of pay he is to receive the higher rate of pay for that classification for that day.

Section 2:

An employee in a particular classification may be assigned to any work falling within that classification. When the employer desires to assign an employee to perform work in a lower classification, the assignment shall be made to the employee with the least seniority in the higher classification.

ARTICLE XIII

Miscellaneous Provisions

Section 1:

Employer will furnish bulletin boards. The Union shall have the right to post union notices of social gatherings on the Employer's bulletin boards.

Section 2:

The Employer will not discriminate against any employee or applicant for employment for or on account of his or her affiliation or activities with the Union, or because of race, creed, color or national origin.

Section 3:

It is agreed that Employer will not ask employees to work overtime on any regular or special meeting night of the Union, provided such meetings are limited to three in any one month, except by mutual agreement between the Employer and the Union.

Section 4:

Nothing herein contained shall be so construed as to prevent the Employer to pay higher rate of pay to employees.

All over-scale wages to be "red circled," and those employees to receive one-half ($\frac{1}{2}$) of the annual increases until their wages are equal to the classification in which they work. Any cost of living adjustments are to be paid in addition to the above.

Section 5:

Any employee required to work Monday through Friday more than three (3) hours

beyond regular quitting time will receive one-half ($\frac{1}{2}$) hour off for supper with pay computed at regular overtime hourly rate.

Section 6:

The Employer agrees that any employee with six (6) months service or more required by their U. S. Selective Service Board to report for examination shall receive their regular pay up to a maximum of three (3) days for any time lost.

Section 7:

All employees shall be paid during working hours on Friday for the week ending the preceding Sunday.

ARTICLE XIV

Funeral Pay And Jury Pay

Section 1:

In case of death of mother, mother-in-law, father, father-in-law, sister, brother, husband, wife, son or daughter, the Employer will grant a leave of absence with pay from day of death until and including day of funeral, not to exceed five (5) working days. Employer will compensate employee for loss of five (5) work days at straight time pay. Proof of date of burial above three (3) days shall be furnished.

Section 2:

It is agreed that all employees covered by terms of this agreement shall be compensated at their regular straight time hourly rate of pay for all hours during regular working hours served by them as a juror when summoned for jury service. All compensation shall be less the sums paid by the court for such jury service.

ARTICLE XV

Guaranteed Annual Wages

It is understood and agreed that, subject to the conditions herein set forth, the Company shall guarantee employment for at least 2000 straight time hours each contract year, during the period of this contract, for thirty-four (34) employees.

The employees who are entitled to receive the guaranteed annual wage shall be determined by seniority. Whenever there is a separation of any individual who was covered by the guarantee, the next employee on the seniority list shall replace the separated individual on the guaranteed list so that the number of employees at each company is maintained constantly as above set out. Furthermore, it is understood that any employee returning from service in the Armed Forces of the United States, or anyone returning from a mutually agreed upon leave of absence, will displace on the guaranteed list anyone who was hired to replace him during his absence, and that said displaced individual will be dropped from the guaranteed list. The returning employee will, so far as the guarantee is concerned, take the hours of employment of the individual whom he displaced and the Company will, therefore, during the period of that contract year, be required to guarantee the returning employee on the difference between 2000 hours and the total hours worked by his replacement prior to his return.

This guarantee shall be exclusive of overtime hours worked and overtime hours

worked shall not be counted against or included in the guarantee; but all time paid for and not worked, such as paid vacation, paid holidays, paid sick leave or any similar payments shall be counted as a part of the guarantee and counter against the 2000 hours.

This guarantee shall be absolute and not be excused for any reason excepting the failure or refusal of employees to work.

Any employee on the guarantee list who voluntarily leaves the employ of the Company or who is discharged for just cause shall not be entitled to the guarantee.

Time lost due to Acts of God, fire, explosion, or strikes, shall be time which the Company shall not guarantee and such time lost due to these causes shall be deducted from the 2000 hour guarantee. If during the life of this agreement the stockholders should decide to liquidate the Company or to consolidate with some other Company, then this guarantee may be cancelled on thirty (30) days written notice to the Union.

ARTICLE XVI

Cost Of Living

In view of the unsettled economic conditions which may result in increases in the cost-of-living, it is hereby agreed:

That effective October 14, 1963 and effective each October 14th for the years 1964 through 1967, there shall be an increase of three (3¢) cents per hour for all employees in the bargaining unit.

ARTICLE XVII
Safety And Health

The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of employment. Protective devices on equipment necessary to properly protect employes from injury shall be provided for and by the Company.

ARTICLE XVIII
Blood Bank Clause

Any employee desiring to contribute to the Blood Bank in accordance with the program of Teamster's Local 688, shall, on the day on which such employee is to contribute blood, be entitled to absent himself from any service or employment in which he is then engaged, or employed, for a period not to exceed two (2) consecutive hours during working hours, subject to the following provisos: No employee shall be entitled so to absent himself more than once during any contract year: The employer shall determine the day on which such employee may so absent himself: nor more than one employee of any employer shall so absent himself on any one working day: such two hour period shall be the last two hours of employee's working day; immediately upon returning to work following such absence, the employee shall furnish to the employer a letter or other appropriate paper executed by a representative of the Labor Health Institute, certifying that the said employee contributed blood to the Local 688 Blood Bank during such absence, or stating the reason, if any, for which the blood of such

employee was not accepted by the Blood Bank. Any employee so absenting himself for the purpose of giving blood shall be entitled to receive the pay to which he would, but for such absence, have been entitled to receive.

ARTICLE XIX

Emergency Reopener

In the event of war, declaration of national emergency, increase in the price of gold, any change in the monetary system which results in devaluation of the dollar, or imposition of economic controls during the life of this agreement, if the same shall result in a substantial upsetting of the economic conditions of the country, either party may re-open the agreement upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

ARTICLE XX

Charitable Foundation

The Employer agrees to pay the sum of \$2.00 for each regular employee (covered by this agreement) per month to a trust fund set up and established for religious,

charitable and educational purposes as the same may be defined in Section 501 (c) (3) of the Internal Revenue Code or any amendment thereto. Said trust fund is to be known as the "Teamsters' Local 688 Foundation."

The Employer shall not be responsible for the contributions or other obligations of any other Employer. The Employer agrees that its execution of this agreement shall constitute execution also of the Agreement and Declaration of Trust which is attached hereto and marked Exhibit "C" and is hereby incorporated by reference as though fully set out; the Employer further agrees to execute such other and additional copies of said Agreement and Declaration of Trust as the Trustees shall request for their records.

ARTICLE XXI

Medicare

The Employer shall pay for and on behalf of each regular employee of the Employer who is subject to the terms and conditions of this agreement eighty (80¢) cents per week, which payments shall be made by the Employer to the Trustees of a trust to be created for the purpose of providing medical benefits and care to the employees subsequent to their retirement, and the form and provisions of which trust are attached hereto and expressly agreed and approved by the Employer as though incorporated herein by reference and fully set out, and the Employer further agrees that the execution of this agreement shall be regarded as execution of said trust indenture; provided, however, that the em-

ployer agrees to execute such trust instrument, additional copies thereof, and other documents as may be necessary to carry out the intents and purposes of this provision.

The obligation of the Employer to pay said eighty (80¢) cents per week per employee to the Trustee shall accrue as of March 1, 1964, with the first payment due in April, 1964. Payments shall be made by the Employer at periodic intervals but not less frequently than monthly.

In the event the Employer fails or refuses to make the payments as provided in this paragraph, then (anything herein to the contrary notwithstanding) the Union shall (upon 72 hours written notice to the Employer) have the right to strike and resort to any lawful economic action against the employer; in addition, the Union shall have the right to invoke the same remedies against the Employer as the Union has with respect to other breaches of this agreement by the Employer.

ARTICLE XXII

Casual Employees

Employers may hire, subject to need, persons who will be known as "casual employees" (casuals). Such casuals may be used as follows and subject to the conditions listed:

1. Casuals may be hired where the normal then-existing number of working employees is not thereby increased.
2. Notwithstanding the limitation in paragraph 1 above, casuals may be hired to work a cumulative maximum of 100 hours during any calendar month for

purposes of overflow work. This casual employee limitation shall not apply to night produce operations.

3. Casuals shall receive the regular rate for the classification in which they work, including the shift differential, if any.
4. Fringe benefits shall not be paid on account of casuals (such as vacations, holidays, sick leave, funeral leave, jury pay, L H I, welfare, medicare, pension and charitable foundation); and no seniority shall be acquired by such casuals.
5. Casuals shall be entitled to no guaranteed minimum number of hours and shall not work any overtime or work on premium days unless said overtime or premium work shall be offered first to all regular employees on that shift.
6. Casuals may be used to replace regular employees who are on that shift absent for any reason, including, but not limited to, vacations and illnesses; provided, however, that casuals will not fill vacancies occasioned by absences known extended illnesses of more than one year; and provided further, that the use of casuals to fill vacation vacancies shall be governed by the following:

As of December 31 of each year beginning with December 31, 1964, the employer's vacation schedule shall be checked to ascertain the number of weeks in which vacations are scheduled. If on such schedule va-

cations are scheduled for each of the 52 weeks of the subsequent calendar year, the following formula shall be applied:

- (a) Take the maximum number of employees scheduled for vacations which is common to each of the 52 weeks.
- (b) Subtract this number from the number of employees scheduled for vacations in each particular week.
- (c) The result obtained under paragraph (b) will determine the number of casuals who may be used for vacation replacements in each particular week.

Example:

For instance, if there are four (4) employees scheduled for vacations in each of twenty (20) weeks; three (3) employees scheduled for vacations in each of twenty-eight (28) weeks; two (2) employees scheduled for vacations in each of four (4) weeks, the figure to be used for paragraph (2) above will be "two" ("2").

Using the instructions of paragraph (b) above, subtract two (2) from the number scheduled for vacations in each particular week. For those weeks with four (4) scheduled for vacations, subtract two (2) from four (4) leaving the employer with the right to use two (2) casuals if replacements are needed, to fill two (2) vacation vacancies. For those weeks with three (3)

employees scheduled for vacations, subtract two (2) from three (3) leaving the employer with the right to use one (1) casual if replacement is needed to fill such vacation vacancy. For those weeks with two (2) employees scheduled for vacations, the employer would have no right to use casuals to fill vacation vacancies.

The restrictions on the use of casuals to fill vacation vacancies and vacancies occasioned by extended illnesses of more than one year shall become effective January 1, 1965.

ARTICLE XXIII

Termination of Agreement

This agreement shall become effective as of the 14th day of October, 1963 and shall remain in full force and effect until the 31st day of December, 1968, and each year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date or any subsequent anniversary thereof by either of the parties hereto.

Should notice of termination or desired modification be given in the manner provided for above, the party desiring the same shall:

1. Offer to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the proposed modifications.
2. Notify the Federal Mediation and Conciliation Service within 30 days after such notice of the existence of a dispute, and simultaneously therewith notify any State Agency established to

mediate disputes within the State, provided no agreement has been reached by that time.

3. Continue in full force and effect, without resorting to strike or lock-out, all the terms and conditions of this agreement for a period of 60 days after such notice is given or until the expiration date of this contract, whichever occurs later.

In the process of bargaining in good faith, for a new contract or a contract containing desired modifications, the parties recognize the fact that it may be necessary to continue their negotiations after the date upon which this agreement legally terminates and in order to provide for their duties and obligations for the period of time between the termination date of this contract and the date upon which they conclude a new contract or one containing the desired modifications, it is understood and agreed as follows:

1. The parties shall continue to bargain and negotiate in good faith in an effort to reach a complete agreement and understanding covering the terms and provisions of a new contract to take the place of this one or a contract containing the desired modifications, and such negotiations shall continue until either a complete agreement and understanding is reached or until either or both parties conclude that it is not probable that further negotiations will result in an agreement.
2. All terms and provisions of this contract shall be continued in full force

and effect and extended from the termination date hereof to such time as the parties either enter into a new agreement or agreement containing the desired modifications, or terminate further negotiations in the manner above mentioned.

3. Should the parties reach an agreement upon the terms and provisions of a new contract or a contract containing the desired modifications, at a time subsequent to the termination date of this contract, then in such event all of the terms and provisions of the new contract, or the contract containing the desired modifications, shall be made retroactive to the termination date of this contract. The Post Office Address of NATIONAL FOOD STORES, INC. IS 1106 CENTRAL INDUSTRIAL DRIVE, ST. LOUIS 10, MISSOURI. The Post Office address of the Union is 1641 South Kingshighway, St. Louis, Missouri.

IN WITNESS WHEREOF, the parties hereto have signed and executed this and several other copies hereto this 14th day of April, 1964, effective as of October 14, 1964.

FOR THE UNION:

By HAROLD T. BLAND

By W. J. HUTCHINSON

By WILLIE CRENSHAW

NATIONAL FOOD STORES, INC.

By J. P. QUIRK

Director of Labor Relations

By C. D. AURAND

Personnel Manager

WAREHOUSE & DISTRIBUTION WORKERS' UNION, LOCAL 688, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, by D. W. PORTER.

EXHIBIT A
JOB CLASSIFICATION AND
WAGE RATES

Which Includes Cost of Living Increases

For reasons of simplification and flexibility, all former job classifications and titles are hereby changed and will hereafter be known as Classifications A, B, or C, and the wage rate will be as listed under Classifications A, B, or C.

| Old Classifications | Hereinafter Known As Classification |
|--|--|
| Shipping & Receiving Clerks | A |
| Lead Men | A |
| Floormen | B |
| Packers | B |
| Lift Truck Operators | B |
| Checkers | B |
| Assistant Receiving & Shipping Clerks | B |
| Order Fillers | C |
| Packing Room | C |
| Dock Loaders | C |
| Laborers | C |

A new employee's wage rate for the first thirty (30) days of employment shall be thirty (30c) cents per hour less than the rate for the classification in which he is working; for the second thirty (30) days

twenty (20c) cents less per hour; and for the third thirty (30) day period ten (10c) cents less per hour. After ninety (90) days of employment he shall receive the regular rate for the classification in which he is working.

HOURLY WAGE RATES
(INCLUDING ANNUAL COST
OF LIVING)

| | 10/14/ 63 | 10/14/ 64 | 10/14/ 65 | 10/14/ 66 | 10/14/ 67 |
|---------|--------------|--------------|--------------|--------------|--------------|
| Class A | \$3.25 | \$3.38 | \$3.51 | \$3.64 | \$3.77 |
| Class B | 3.17 | 3.30 | 3.43 | 3.56 | 3.69 |
| Class C | 3.07 | 3.20 | 3.33 | 3.46 | 3.59 |

ANNUAL HOURLY INCREASES AND
COST OF LIVING INCREASES

| | |
|----------------------|---|
| 10/14/63 | 12½c Per Hour plus 3c per hour Cost of Living . . . 15½c per hour |
| 10/14/64 | 10c Per Hour plus 3c per hour Cost of Living . . . 13c per hour |
| 10/14/65 | 10c Per Hour plus 3c per hour Cost of Living . . . 13c per hour |
| 10/14/66 | 10c Per Hour plus 3c per hour Cost of Living . . . 13c per hour |
| 10/14/67 | 10c Per Hour plus 3c per hour Cost of Living . . . 13c per hour |
| Shift Differentials: | |
| | 2nd shift 10c per hour |
| | 3rd shift 15c per hour |

Mr. Dan Porter
Teamsters Local #688
1641 South Kingshighway
St. Louis, Missouri

Dear Mr. Porter:

During our recent contract negotiations the Committee and the Company were in agreement on the following items:

1. National Food Stores, Inc. shall be given the same considerations as the other St. Louis grocery warehouse companies in regard to any Perishable Agreement arrived at by Local #688.

2. Since the Company is contemplating building a new warehouse, it is agreed that there will be a 90 day period upon moving into the new facilities to mutually agree upon those items and procedures that need to be changed; failure to agree subject to the grievance procedure.

3. It is further understood that the Employer reserves the right to discuss with the Union the re-scheduling of starting times, based upon operation requirements or other conditions. The Employer will give the Union forty-eight (48) hours notice of its desire to so discuss such re-scheduling. The Union agrees to give immediate and due consideration to the Employer's request; any change in starting time will be by mutual consent of the Company and the Union.

Very truly yours,

NATIONAL FOOD STORES, INC.

C. D. AURAND, Personnel Manager

FOR THE UNION:

D. W. PORTER

HAROLD T. BLAND

WILLIE CRENSHAW

W. J. HUTCHINSON

AGREED TO GROCERY CONTRACT INTERPRETATIONS, APRIL 21, 1964

CASUALS:

- 1) Casuals kept over 30 days shall join the Union like any other employee.
- 2) Casuals may not work overtime or on premium days except, (a) When need for certain skills require it, (in the office) or (b) When all regular employees either are working the overtime or it has been offered to them.
- 3) College students to be compensated as regular employees, but for other purposes treated as casuals.

HOLIDAYS:

- 1) When working on holidays, man will receive premium for starting time set by the company.
- 2) For night shift employees, a holiday begins at their starting time on the calendar date of the holiday.
- 3) At each company's option, Saturday holidays will be celebrated on a Friday or Monday or the employees shall receive six (6) days pay for that week. The company will give 1 week's notice of their decision.
- 4) Sunday holidays will be celebrated on Monday.
- 5) Individual companies can work out an alternative to the birthday holiday if approved by a majority of their employees.

- 6) Pay for holiday in week of illness will not require LHI certificate for compensable injury.

SATURDAYS:

- 1) When working on Saturdays, man will receive premium for starting time set by the company.
- 2) Work in excess of 6 hours calls for second 10 minute break.

VACATIONS:

- 1) Employers may agree to allow employees to switch vacation periods to meet emergency situations without creating a Standard for all employees. Any such switch shall not increase the employer's obligation to hire regular employees.
- 2) An employee entitled to a four week vacation may take four consecutive weeks.
- 3) Vacations must be taken in at least one week multiples.

PAY PERIODS:

- 1) Employees receiving their pay prior to Friday shall be entitled to maintain their present payday.

BREAKS:

- 1) Break starts with signal for start of break at which time an employee may leave his work and ends 10 minutes later at signal. Employee need not leave lunch room, etc. until end of break.

STEWARDS:

- 1) Under Steward's Responsibility Clause, it is agreed that a steward need only notify his foreman in order to be entitled to leave to handle grievances.

MAINTENANCE OF STANDARDS:

- 1) It is agreed that lockers will be maintained.
- 2) Maintenance of free parking space shall be discussed and if necessary taken up through the grievance procedure.

THE LINDA S. BROWN
NATIONAL TEA COMPANY



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Union

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON 25, D.C.
January 12, 1965

Mr. Harold J. Gibbons
International Brotherhood of Teamsters #688
1641 South Kingshighway
St. Louis, Missouri

Dear Mr. Gibbons:

To assist us in our continuing studies of collective bargaining practices and in maintenance of a file of agreements for government and public use, would you please send us a copy of your current agreement(s), indicated below, together with any related supplements or wage schedules.

Copy of current union agreement covering the National Tea Company.

For statistical purposes, we need the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return the form.

The file is available for your use except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, check the appropriate box below.

Very truly yours,

Ewan Clague

Ewan Clague
Commissioner of Labor Statistics

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 40
2. Name of employer party to agreement National Tea Company
3. Address of establishment covered by agreement (if more than one, simply indicate city, State, or region) 1106 Central Industrial Drive
4. If more than one employer is party to agreement, indicate number -----
5. Product, service, or type of business grocery and produce warehouse

Notify me when new BLS collective bargaining agreement studies are issued

(Your name)

(Street)

(Position)

(City and State)