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COLLECTIVE BARGAINING AGREEMENT

(Plant and Sales Departments)

between

MILK DEALERS

Philadelphia and Vicinity

and

Food Driver Salesmen Dairy and
Ice Cream Workers Union
Local No. 463

Truck Drivers and Helpers
Local Union No 676

Local Union No. 331

(All Affiliated With The
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and
Helpers of America)

and

Local No. 473, International Brotherhood
of Firemen, Oilers, Powerhouse
Operators and Maintenance Men

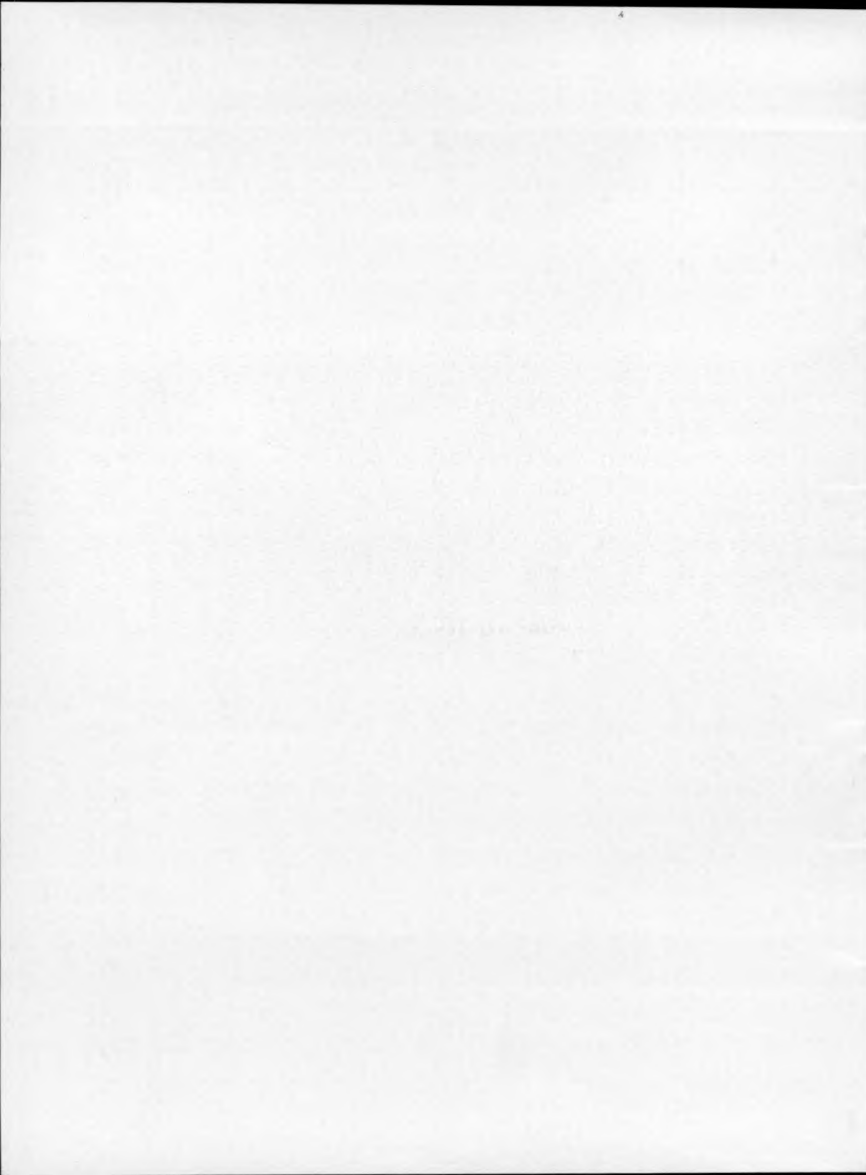
OCTOBER 1, 1959



SEALTEST

I N D E X

| | |
|--|----|
| Accidents and Holdups | 18 |
| Announcing or Posting Vacancies | 24 |
| Arbitration | 22 |
| Bonds | 18 |
| Broken and Stolen Merchandise | 17 |
| Competitive Agreements | 20 |
| Days Off for Driver-Salesmen and Route Relief Men | 8 |
| Declaration of Purpose | 3 |
| Discharges | 12 |
| Discrimination and Union Activity | 20 |
| Extension of Credit | 19 |
| Holidays | 9 |
| Hours of Work | 5 |
| Individual Contracts | 19 |
| Injuries and Illness | 14 |
| Lay-Offs | 13 |
| Meetings | 21 |
| Military Service | 14 |
| No Strikes or Lockouts | 24 |
| Pension and Welfare Plan | 25 |
| Returns | 18 |
| Rules and Regulations | 22 |
| Saving Clause | 21 |
| Split Routes | 15 |
| Term of Agreement | 25 |
| Unclassified Jobs; New Products | 16 |
| Uniforms | 12 |
| Union Recognition; Scope of Agreement | 3 |
| Union Shop; Hiring of New Employes | 4 |
| Vacations | 10 |
| Wage Rates | 16 |
| Wage Rates on Temporary Job Assignments | 17 |
| SCHEDULE "A" | 27 |



THIS AGREEMENT, made as of the 1st day of October, 1959, by and between the Union or Unions which are signatory to this agreement (hereinafter referred to as "Union"), as representative of the employes covered by this agreement, and

(hereinafter referred to as "Employer")

WITNESSETH:

Article I

DECLARATION OF PURPOSE

The purpose of this agreement is to insure industrial peace. The parties hereto recognize that without mutual understanding, harmony, and cooperation among employes, and between employes and employer, and without uninterrupted operation, it is impossible to conduct a dairy business with the economy and efficiency indispensable to its existence and to the best interests of its employes.

Article II

UNION RECOGNITION; SCOPE OF AGREEMENT

The **Employer** recognizes the **Union** as the sole collective bargaining agency for its employes in the classifications covered in Schedule "A" attached hereto only and employed in its milk department at

This agreement shall not be construed to extend to or affect in any way any other phase of **Employer's** business; any employes not employed in said milk department; or branch managers, assistant branch managers, superintendents, assistant superintendents, office, clerical, or laboratory employes, district managers or fore-

men. The term "employee" or "employees", as used in this agreement, shall be construed to include only the classifications of employees covered in Schedule "A" and employed in **Employer's** milk department aforesaid, and shall not be construed to include the employees expressly excepted under this Article.

Article III

UNION SHOP; HIRING OF NEW EMPLOYEES

Except as herein expressly otherwise stated, **Employer** agrees, as to all classifications of employees specifically covered by this agreement, not to retain in its employ any but members of the **Union** in good standing. **Union** agrees to admit to membership all present employees of **Employer** in the classifications specifically covered by this agreement.

The **Employer** shall have the right to secure new employees from any source. New employees shall become members of the **Union** at the end of thirty (30) days after the date of employment. Present employees who are not members of the **Union** on the effective date of this agreement shall become members of the **Union** at the end of thirty (30) days after the effective date of this agreement or at the end of thirty (30) days after the date of employment, whichever is later. During the first ninety (90) days of employment, the **Employer** shall have the unqualified right to suspend or dismiss new employees, the exercise of which right shall not be subject to arbitration. If employment is continued for such ninety (90) day period, the **Union** agrees to accept such employees as members (unless ineligible under the Constitution and By-laws of the

International Union of which the **Union** is an affiliate, effective on the date of this agreement.)

Any employee who is expelled or suspended from the **Union** because of nonpayment of dues or initiation fees, shall be subject to dismissal seven (7) days after notification in writing to the **Employer** by the Business Agent, the President or the Secretary-Treasurer of the **Union**, provided, however, that if payment of such arrearages is made within such seven (7) day period, the **Employer** shall not be required to dismiss such employe.

When an employe has been dismissed by the **Employer** due to his suspension or expulsion by the **Union**, the **Employer** shall not be required to re-employ or reinstate such employe at any time.

Where any discharge required by this article would result in working a hardship upon the **Employer**, the **Employer** shall be permitted a reasonable length of time to secure a new employe before making such discharge.

Article IV HOURS OF WORK

Section A. All employes other than retail and semi-wholesale driver-salesmen and their relief men:

(1) Shall work a flexible work week of forty (40) hours within five (5) days, with no guarantee whatsoever of any number of hours of work in any such work week except as hereinafter provided; and

(2) May be required to work in excess of forty (40) hours per work week, but in such event shall be en-

titled to overtime pay at the rate of time and one-half their straight-time rate of pay for each hour worked in excess of forty (40) hours in a work week; and

(3) May be required to work six (6) or seven (7) days in a work week, but in such event, shall be entitled to overtime pay at the rate of time and one-half their straight-time rate of pay for each hour worked on such sixth (6th) or seventh (7th) day worked in the same work week; and

(4) In the case of regular permanent full-time employees only, in any work week in which they work more than five (5) days, shall be guaranteed the opportunity to earn the equivalent of forty-seven (47) hours of straight-time pay at their current hourly rate of pay; and

74
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(5) In the case of regular permanent full-time employees only, shall be guaranteed an opportunity to work forty (40) hours per week in any work week in which such employe is scheduled to work, provided that in determining whether such guarantee has been met in the case of an employe entitled thereto, the **Employer** shall receive credit for all of the following:

(a) All hours of vacation, and

(b) Unworked holidays, and

(c) Days an employe does not report for work, or for the employe's own reasons is unable to work a full day's work even though he or she reports for work.

At the end of each work week, any employe entitled to this guarantee shall be entitled to receive straight-time pay for all hours of work not provided by the **Employer** as required by this guarantee.

Section B. On any day upon which an employe paid on an hourly basis comes in to work on special call outside of his regular schedule, he shall be guaranteed the opportunity to earn at least four (4) hours of straight-time pay at his regular rate of pay.

Section C. Any hourly-rated employe called in or reporting at the hour designated for a scheduled day's work shall be given the opportunity to work seven (7) hours, or in lieu thereof, shall be paid at his regular straight-time rate of pay for seven (7) hours of work. This shall not affect call-in pay outside of an employe's schedule under Section B of this Article IV.

Section D. Any hourly-rated employe, with the exception of milk receivers, milk truck receivers, engineers, firemen, stablemen and watchmen, if required by **Employer** to work four (4) or more hours of a shift on Sunday, will be paid at the rate of time and one-quarter his straight time rate for all hours worked on such shift; in addition, when no bottling of milk is taking place on Sunday, milk dumpers and can washers, milk weighers, milk can washers and utility men in receiving functions shall not be entitled to such premium pay.

The rate of time and one-quarter shall not be applicable to any work performed on Sunday to which the rate of time and one-half is applicable under this agreement, nor to work performed by any otherwise qualified employe who works less than four (4) hours of a shift on Sunday.

Section E. There shall be no pyramiding of overtime.

Section F. The **Employer** shall not put into effect a box-opening time earlier than 3:30 A.M. "Box-opening time" means the time when the loading of the first truck or wagon is begun. (This provision does not apply in New Jersey.)

Article V

DAYS OFF FOR DRIVER-SALESMEN AND ROUTE RELIEF MEN

A. Each driver-salesman and each route relief man shall receive, in any year in which he is not entitled to a vacation, the equivalent of one hundred and four (104) days off without pay. In any year in which he is entitled to a vacation, he shall receive in addition to such vacation the equivalent of one hundred and two (102) days off without pay, if he is entitled to a vacation of one (1) week, one hundred (100) days off without pay, if he is entitled to a vacation of two (2) weeks, and ninety-eight (98) days off without pay if he is entitled to a vacation of three (3) weeks, each day off or accumulated days off to be taken as scheduled by the **Employer**.

B. Days off shall be taken as scheduled by the **Employer**. However, the driver-salesmen and route relief men employed by **Employer** have determined by a majority vote whether all driver-salesmen and route relief men employed by **Employer** should have two (2) days off in every seven (7) days, or should accumulate days off with a proviso that any accumulation of days off beyond five (5) days (exclusive of Sundays) would not be permitted except with the **Employer's** consent.

C. A driver-salesman or route relief man required by the **Employer** to work on one of his scheduled days

off shall receive, as his compensation for such day worked, three-tenths (3/10th) of the earnings of the route during the payroll week in which the scheduled day off is worked. A driver-salesman or route relief man who works on one of his scheduled days off at his own request or for his own convenience, shall receive another day off designated by the **Employer**, or in lieu thereof shall receive one-fifth (1/5th) of the earnings of the route during the payroll week in which the scheduled day off was worked.

Article VI HOLIDAYS

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A. The following holidays are recognized under this agreement: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. Only employes who have been employed at least ninety (90) days prior to such holiday and who work on the scheduled work day immediately preceding and the scheduled work day immediately following the holiday shall be entitled to the benefits of this Article.

B. Any driver-salesman or route relief man may be required by the **Employer** to work on any such holiday, but in such event he shall be given another day off within fifteen (15) days before or after such holiday, or, in lieu thereof, shall be compensated for work performed on such holiday by the payment of one-fifth (1/5th) of the average weekly earnings on the route during the **Employer's** regular accounting period (4 weeks or 1 month), ending immediately prior to the holiday.

C. Any employee paid on an hourly basis who is scheduled off on any such holiday shall receive holiday

pay consisting of eight (8) hours of straight-time pay at his regular rate of pay.

D. Any employe paid on an hourly basis may be required by the **Employer** to work on any such holiday but in such event he shall receive holiday pay [eight (8) hours of straight-time pay at his regular rate of pay] plus one and one-half times his regular hourly rate for each hour worked on said holiday.

E. In a holiday work-week, any employe paid on an hourly basis shall be paid time and one-half his regular straight-time hourly rate of pay for all hours worked in excess of thirty-two (32). There shall be no pyramiding of overtime or premium pay.

F. Any employe scheduled to work on a holiday who fails to report for work shall not receive any pay for that day, and shall not receive the benefit of the next preceding paragraph of this Article.

G. If one of the named holidays is celebrated during an employe's vacation, such employe, if he otherwise satisfies the eligibility requirements set forth in this Article VI, shall receive an additional day's pay or an additional day off at the option of the **Employer**.

Article VII VACATIONS

A. Every regular employe who has been continuously in the employ of the **Employer** for a period of one (1) year or more from the date of employment shall be entitled to one (1) week's vacation with pay

as scheduled by the **Employer**; every employe who has been continuously in the employ of the **Employer** for a period of three(3) years or more from the date of employment, shall be entitled to two (2) weeks' vacation with pay as scheduled by the **Employer**; and every employe who has been continuously in the employ of the **Employer** for a period of ten (10) years or more from the date of employment shall be entitled to three (3) weeks' vacation with pay as scheduled by the **Employer**. The vacation pay of driver-salesmen and route relief men shall be equal to the amount actually earned by the route or routes during the vacation period in accordance with the wage scale set forth in Schedule "A". One week's vacation pay of employes other than driver-salesmen and route relief men shall be forty (40) hours of straight-time pay at the employe's regular rate of pay.

B. A seasonal employe is one who works any three (3) full consecutive calendar months during the current calendar year and the previous calendar year. Effective the beginning of the payroll period commencing closest to January 1, 1957, seasonal employes at South Jersey seashore resort areas will receive vacation credit for each full calendar month worked in successive years for a single employer. After an employe has thus been credited with 12 full calendar months worked in successive years, he will if otherwise qualified be entitled to a paid vacation of one (1) week. Such employes will not receive credit for service prior to January 1, 1957. If a seasonal employe becomes a regular permanent full-time employe, his credits for calendar months worked as a seasonal employe in successive years will apply for purposes of

vacation entitlement, but only in multiples of twelve (12) months. Thus, a seasonal employe with thirteen (13) calendar months of work for the employer in successive years who becomes employed as a regular permanent full-time employe will start with credit for one (1) year's service for vacation purposes.

C. In taking into account seniority for purposes of selecting vacations, pursuant to past practice, stewards shall be given first consideration in their respective departments.

Article VIII UNIFORMS

In the case of any employes, other than driver-salesmen and their relief men, who are required by the **Employer** to wear uniforms, the **Employer** shall supply, and launder or clean, such uniforms.

Article IX DISCHARGES

The **Employer** may discharge employes for any reasonable cause whatever. If an employe wishes to sever his connection with the **Employer**, he shall give to the **Employer** one (1) week's notice of such intention. If the **Employer** wishes to discharge an employe who has been in the employ of the **Employer** ninety (90) days or more, it shall give such employe either one (1) week's notice or one (1) week's pay, at the option of the **Employer**, except that the **Employer** may discharge an employe without notice or one (1) week's pay for, and the **Union** agrees not to press or

arbitrate any case if the charges are proven involving theft; dishonesty; falsifying of accounts, records, reports, etc.; failure to account for moneys collected for the account of the **Employer**; drunkenness; or possession or use of intoxicants or habit-forming drugs while on duty; repeated lateness after warning, or absence from duty without notice to or securing in advance permission from superintendent or manager, except in cases where the employe can prove inability to give notice; permitting unauthorized persons on vehicles, or employing unauthorized helpers in any manner whatsoever; continued failure to meet a reasonable measure of efficiency; violation of local or state health or sanitation laws or regulations applicable to the business of the **Employer**; refusal to perform regular work assigned; failure to report immediately to superintendent or manager accidents involving the **Employer's** property, or personal injuries during working hours; or repeated failure to turn in to management stops, complaints, and aways.

Article X LAY-OFFS

A. In reducing the number of employes in any department, the **Employer** agrees that as among employes in such department and having the same or substantially similar jobs, the steward shall be the last to be laid off, and otherwise length of service shall determine the order of lay-offs, except in any case where the exercise of this policy would affect efficiency of operation. It is further agreed that qualifications of employes shall be a factor in determining order of lay-offs. Employes laid off in one department shall be

given preference for vacancies in another department, if qualified.

B. For the purpose of this Article, the following classifications of employes shall be considered to be in different departments: (1) retail driver-salesmen; (2) other sales delivery men; (3) all other drivers; (4) garage employes; (5) stable employes; (6) plant employes; and (7) power and maintenance employes.

Article XI MILITARY SERVICE

In the event that any employe covered by this agreement is called to active military service in the armed forces of the United States, either in peacetime or in time of war, such employe shall not, during the term of such service, lose such seniority rights as are provided under this agreement. Upon his discharge from such service, he shall, within thirty (30) days after making application therefor, be offered his former position, or one of like status, provided (1) he receives a certificate of honorable completion of active service; (2) he is still qualified to perform the duties of his position and passes the **Employer's** usual medical examination; and (3) he applies for reinstatement within ninety (90) days after he has been relieved from active service, unless the **Employer's** circumstances have so changed as to make it impossible or unreasonable to do so.

Article XII INJURIES AND ILLNESS

An employe who has been incapacitated by illness or by injury in line of duty, shall be given his former

position or his former route upon return to work, provided that he returns within thirteen (13) weeks from the beginning of his absence, and provided further that he is physically able to perform his duties. If such an employe returns to work after thirteen (13) weeks, he may either be given his former position or assigned to other duties, after fair consideration of all circumstances, provided either course is feasible.

Article XIII SPLIT ROUTES

In the event that the **Employer** shall split the route of any driver-salesman, such driver-salesman shall receive, in addition to the amount actually earned on such route, as split, for the first week after the split, an amount equal to the weekly loss in commission due to the split, as herein defined. Thereafter this amount shall be progressively reduced each succeeding week by an amount obtained by dividing such weekly loss in commission due to the split, as herein defined, by one-third ($1/3$) the number of quarts lost in the case of retail business, and by one-fifth ($1/5$) the number of quarts lost in the case of semi-wholesale business, due to the split, as herein defined, such progressive weekly reductions to continue until the amount equal to the weekly loss in commission due to the split, as herein defined, has been exhausted. The "weekly loss in commission due to the split" shall mean the weekly commission on the average weekly sales to the customers taken off the route for the four (4) weeks prior to the split; and the "number of quarts lost due to the split" shall mean the average daily number of

quarts delivered to such customers during such four (4) week period. It is agreed that the consolidation or discontinuance of routes is in the absolute discretion of the **Employer**. Route splitting may be the subject of discussion between **Union** and **Employer**, but shall not be subject to arbitration.

Article XIV WAGE RATES

Section 1. The wage rates of retail driver-salesmen, driver-salesmen on exclusively semi-wholesale routes, and their relief men shall be as set forth in Schedule "A" under the heading "Delivery Department."

Section 2. The wage rates of employes paid on an hourly basis shall be as set forth in Schedule "A" under the heading "Plant Department."

Article XV UNCLASSIFIED JOBS; NEW PRODUCTS

If the **Employer**, in the exercise of its right to operate and manage its business, should establish any new classification of employe, or should substantially increase, decrease, or otherwise alter, the duties of any employe to such an extent that his work does not fall within any classification covered by this agreement and yet involves duties which both parties agree render the employe subject to this agreement, or if the **Employer** should begin selling a new or additional type of product, the wages of such employe in such new classification or the commission on such new product shall be arrived at by negotiation between the **Employer** and the **Union**. If they shall not agree on a

wage scale, the matter shall be submitted to arbitration in the manner provided by Article XXVIII of this agreement. The term "new or additional type of product" shall not be construed to apply to any type or class of milk or cream.

Article XVI

WAGE RATES ON TEMPORARY JOB ASSIGNMENTS

If an employe is assigned for an entire day or longer to a job calling for a higher rate of pay than he otherwise receives, such employe shall receive the higher rate of pay for all such time worked on such job. If an employe is assigned for less than a work week to a job calling for a lower rate of pay than he regularly receives, such employe shall suffer no reduction in pay because of his assignment to such lower paying job; however, if an employe is assigned for one week or more to a job calling for a lower rate of pay, he shall receive such lower rate of pay for all time worked on such job.

Article XVII

BROKEN AND STOLEN MERCHANDISE

Each retail driver-salesman shall be credited with an allowance of four dollars (\$4.00) per month and each driver-salesman on an exclusively semi-wholesale route with an allowance of five dollars (\$5.00) per month to cover broken and stolen merchandise, provided, however, that **Employer** shall have the election

whether, as a uniform policy, to pay the foregoing sums or to reimburse such employes for the actual amount lost by breakage and theft. In either event, the employe shall not be entitled to receive any other allowance for broken and stolen merchandise.

Article XVIII

RETURNS

No driver-salesman shall be held responsible for unsold merchandise returned by him to the **Employer**, unless the merchandise is damaged due to his carelessness. However, driver-salesmen shall exercise due diligence in preparing their load sheets and in keeping their returns at an absolute minimum.

Article XIX

ACCIDENTS AND HOLDUPS

Except in the case of an employe's own negligence or wilful act, an employe shall not be responsible for loss or damage to property and equipment in his custody and control. Under no circumstances shall a driver be held financially responsible for damage committed in the course of his employment to any property other than the **Employer's**. The **Employer** shall not hold employes responsible for losses due to bona fide holdups.

Article XX

BONDS

Any employe handling money, checks, or products of the **Employer** may be required by the **Employer** to

deposit with the **Employer** cash not to exceed one hundred dollars (\$100.00) as security for the faithful performance of his duties and obligations, and, upon making any such deposits, if required by the **Employer**, the employe shall execute a deposit agreement or bond. Any sum so deposited shall bear interest at the rate of three percent (3%) per annum, payable annually. The **Employer** agrees that in the case of present employes the amount of cash bond will not be increased above, and the interest rate will not be reduced below, the amount and rate, respectively agreed upon prior to the date of this agreement.

Article XXI

EXTENSION OF CREDIT

Except as otherwise provided herein driver-salesmen and their relief men shall be permitted to extend to customers credit for ten (10) days' merchandise, or the approximate equivalent thereof. Before credit may be extended for more than ten (10) days' merchandise, or for a larger amount than the equivalent of ten (10) days' merchandise, permission must first be obtained from the **Employer** and such allowance indicated in the Route Book. Any credit extended without first securing permission from the **Employer**, or credit extended in excess of the credit limit allowed by the **Employer** as indicated for the customer in the Route Book, shall be the personal responsibility of the driver-salesman.

Article XXII

INDIVIDUAL CONTRACTS

Each driver-salesman or route relief man, who has not already done so, shall execute a driver-salesman's

agreement, in form similar to agreements already executed by other driver-salesmen. Outstanding agreements already executed are hereby recognized, and by this reference made a part hereof.

The **Union** agrees to cooperate in enforcing such driver-salesmen's and route relief men's agreements. The **Union** further agrees not to permit any member who has resigned or has been dismissed from the **Employer's** employ to solicit for the sale of, or to sell, competitive products, directly or indirectly, in violation of such agreements, or to violate in any manner whatever the restrictive covenants in such agreements; provided, however, that any individual contract between the **Employer** and any employe shall be considered modified to the extent that it is clearly inconsistent with the express provisions of this agreement.

Article XXIII

DISCRIMINATION AND UNION ACTIVITY

The parties hereto agree not to use any subterfuge, coercion, or intimidation, directly or indirectly, to evade or frustrate compliance with the spirit and terms of this agreement, nor to cause the discharge or suspension of any member of the **Union** because of **Union** activities, provided, however, that no employe shall engage in any **Union** activities on the **Employer's** premises or during working hours.

Article XXIV

COMPETITIVE AGREEMENTS

This agreement is entered into with the contemplation that the **Union** will execute similar agreements

with competitors of the **Employer**, and that in connection with such agreements, the **Union** will use its best efforts to the end that the **Employer** shall be at no disadvantage due to unfavorable competitive conditions. It is hereby declared to be the intention of the **Union** that the rates of pay, hours of labor, and other conditions of employment in all agreements between the **Union** and milk companies operating in the area in which the **Employer** operates shall not be more favorable than those in any agreement then in force between the parties hereto.

Article XXV SAVING CLAUSE

The duties of all jobs or positions shall be determined by the **Employer**. The **Union** and the **Employer** agree that the provisions of this agreement shall be expressly limited to hours, wages, and working conditions of the employes and no provision hereof shall be construed to restrain the **Employer** from the full and absolute operation and management of its business.

Article XXVI MEETINGS

The **Union** agrees to give its active support to promote the best interests of the **Employer** and to the furtherance of sales activities. It is further stipulated that the **Employer** may, from time to time, hold meetings of its employes. Such meetings shall be held at such a time as not to impose any unreasonable hardship upon the employes and, whenever feasible, two (2) days' notice shall be given by the **Employer**.

Article XXVII

RULES AND REGULATIONS

The **Employer** may, in its sole discretion, make such rules and regulations concerning the conduct of its business as it may deem necessary, provided that the rules and regulations shall not conflict with the express terms of this agreement. The **Employer** agrees to furnish to the **Union** a copy of any written regulation affecting employes who are members of the **Union**.

Article XXVIII

ARBITRATION

The **Union** shall have the right to have a steward for each division at each plant, one of whose duties shall be to see that the members of the **Union** and the **Employer** live up to the provisions of this agreement. The steward shall be an employe of the division in which he is steward.

In the event of a complaint or grievance arising under this agreement, the steward shall take the matter up with the **Employer's** representative (the foreman as to plant employes, and the supervisor as to delivery department employes) and every reasonable effort shall be made to reach a satisfactory solution.

If no satisfactory solution can be reached, the Business Agent of the **Union** shall be notified by the shop steward within two (2) days of the occurrence of the event complained of, and the Business Agent shall take the matter up with the **Employer** within five (5) days after the occurrence of the event complained of. If

the Business Agent of the **Union** and the **Employer** cannot reach a satisfactory agreement, the matter shall be referred to arbitration as provided herein. Any complaint as to dismissal must be made by an official of the **Union** to the **Employer** orally or in writing within seven (7) days from the date thereof, or it shall not be subject to arbitration.

Any grievance or questions of dispute arising under this agreement, which cannot be adjusted by the representatives of the parties, shall be submitted to a disinterested arbitrator promptly after the **Union** and the **Employer** fail to agree, but it is clearly understood that the arbitrator shall not have the power to alter any of the terms of this agreement. In the event the parties can not agree upon the selection of an arbitrator, the arbitrator shall be selected by lot from a panel of arbitrators consisting of the following: Judge Herbert F. Goodrich of the United States Court of Appeals for the Third Circuit, President Judge Charles Klein of the Orphans Court of Philadelphia, Judge Gerald F. Flood of the Court of Common Pleas No. 6 of Philadelphia, Dr. Edward W. Carter, Dr. Paul W. Bruton, and Dr. J. Perry Horlacher. Eliminations from, or additions to, the panel may be made by mutual consent of the parties hereto at any time.

The arbitrator shall, upon notice of both parties, hear the issues involved. His decision shall be submitted in writing and shall be final and binding upon the parties.

In the case of a discharge, the arbitrator shall have the power to sustain the discharge or to order rein-

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statement of the employe, with or without pay for days lost.

The fee of the arbitrator shall be borne equally by the **Employer** and the **Union**.

Article XXIX

ANNOUNCING OR POSTING VACANCIES

In the case of any vacancy in a job falling within any classification covered by this agreement, the **Employer** agrees to announce, or to post notice of, the existence of the same at least seventy-two (72) hours prior to filling such vacancy, and to accept applications from present employes within such period. The **Employer** will then consider such applicants in accordance with length of service and qualifications, employes in the same department as the one in which the vacancy falls to be given first consideration. Only a single route or job need be announced or posted in connection with any vacancy, that is, the route or job of the employe filling the vacancy need not be announced or posted. Until an employe has been on a route for one year or more, he shall not have the right to bid for another route.

Article XXX

NO STRIKES OR LOCKOUTS

Under no circumstances shall strikes, sympathy strikes, stoppages of work, walkouts, slow-downs, sit-downs, picketing, boycotts, refusals to work or perform any part of duty, or other interference with or interruptions of the normal conduct of the **Employer's** business, be ordered, sanctioned, permitted, or enforced

by the **Union**, its officials, agents or stewards, nor shall lockouts be ordered, sanctioned, permitted, or enforced by the **Employer**, its officials, or agents.

53
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Article XXXI

PENSION AND WELFARE PLAN

The **Employer's** contribution to the existing Milk Dealers-Union Pension Plan and the Dairy Industry-Union Health and Welfare Plan for Philadelphia and Vicinity combined shall be twenty cents (\$.20) per hour with a maximum of eight dollars (\$8.00) per week for each regular full-time employe who has completed his probationary period.

Article XXXII

TERM OF AGREEMENT

This agreement shall, except as herein otherwise expressly stated, become effective as of the day and year first above written, and shall continue in full force and effect until and including September 30, 1962, and thereafter from year to year, unless either party gives to the other written notice at least two (2) months prior to the expiration date in 1962, or the expiration date in any year thereafter, of its intention to have same changed or terminated. There shall be embodied in such written notice the specific clauses of the contract, or the specific wage rates, which it is desired to alter, amend, or add to, together with the nature of the alterations, amendments, or additions proposed.

Anything in the foregoing to the contrary notwithstanding, it is agreed that Article XXXI (Pension and Welfare Plan) of this agreement will be reopenable

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as of October 1, 1961, on two (2) months' prior written notice by either party, for the negotiation of the sole question whether the contributions to the pension and welfare funds are sufficient to maintain the benefits in effect on October 1, 1959, or, if not, what steps should be taken to maintain such benefits. If the parties cannot agree, the provisions of Article XXVIII (Arbitration) shall be applicable.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto as of the day and year first above written.

UNION:

By

UNION:

By

EMPLOYER:

By

PLANT DEPARTMENT

Job Classification and Hourly Wage Schedule

| | Oct. 1, 1959 | April 1, 1961 |
|---------------------------------|-----------------|------------------|
| CLASS AAA: | | |
| Starting Wage | \$2.86 | \$2.985 |
| After 8 weeks | 2.90 | 3.025 |
| #1 Plant Mechanic | | |
| CLASS AAA-1: | | |
| Starting Wage | \$2.78 | \$2.905 |
| After 8 weeks | 2.82 | 2.945 |
| #1 Stationary Engineer | | |
| CLASS AA: | | |
| Starting Wage | \$2.68 | \$2.805 |
| After 8 weeks | 2.72 | 2.845 |
| Trailer Driver-Boxman (Phila.) | | |
| CLASS A: | | |
| Starting Wage | \$2.57 | \$2.795 |
| After 8 weeks | 2.60 | 2.725 |
| First Class Automobile Mechanic | | |
| First Class Plant Mechanic | | |
| Stationary Engineer | | |
| CLASS A-1: | | |
| Starting Wage | \$2.49 | \$2.615 |
| After 8 weeks | 2.52 | 2.645 |
| First Class Carpenter | | |
| First Class Painter | | |

Schedule "A"

(SEALTEST)

Plant Department (Continued)

| | Oct. 1, 1959 | April 1, 1961 |
|----------------------------------|-----------------|------------------|
| CLASS B: | | |
| Starting Wage | \$2.47 | \$2.595 |
| After 8 weeks | 2.50 | 2.625 |
| Special Relief Man | | |
| * #1 Night Equipment Cleaner | | |
| #1 By-Products Man | | |
| #1 Refrigerator Man | | |
| #1 Bottle Filler | | |
| CLASS B-1: | | |
| Starting Wage | \$2.40 | \$2.525 |
| After 8 weeks | 2.43 | 2.555 |
| Fireman | | |
| Second Class Automobile Mechanic | | |
| CLASS B-2: | | |
| Starting Wage | \$2.39 | \$2.515 |
| After 8 weeks | 2.42 | 2.545 |
| #1 Man, Cheese Room | | |
| CLASS C: | | |
| Starting Wage | \$2.35 | \$2.475 |
| After 8 weeks | 2.38 | 2.505 |
| #1 Bottle Washer | | |
| First Class By-Products Man | | |
| #1 Loader and Checker | | |
| Milk Receiver | | |

*Note: Add 2½ cents per hour because of night job.

Schedule "A"

(SEALTEST)

Plant Department (Continued)

| | |
|----------------|-----------------|
| Oct. 1, | April 1, |
| 1959 | 1961 |

Pasteurizer
 Pure-Pak Operator
 *Night Stock and Order Clerk,
 Tabor Avenue
 Seashore Summer Special Delivery Man
 #1 Empty Bottle Handler,
 Tabor Avenue
 #1 Bottle and Box Man,
 Tabor Avenue
 Receiver, Tabor Avenue
 Plasterer and Painter
 Second Class Plant Mechanic
 Semi-Skilled Carpenter
 Semi-Skilled Painter
 Fork-lift Truck Mechanic,
 Tabor Avenue

CLASS D:

| | | |
|---------------------|--------|---------|
| Starting Wage | \$2.30 | \$2.425 |
| After 8 weeks | 2.33 | 2.455 |

#1 General Utility Man
 #1 Bottle Counter and Return Man
 #1 Empty Bottle Handler
 Loader, Store Delivery Trucks,
 Tabor Avenue
 *Fork-lift Truck Operator (Night)
 Apprentice Fireman
 Automobile Mechanic's Helper
 *Note: Add 2½ cents per hour because of night job.

Schedule "A"

(SEALTEST)

Plant Department (Continued)

| | Oct. 1, 1959 | April 1, 1961 |
|---------------------------------|-----------------|------------------|
| CLASS E: | | |
| Starting Wage | \$2.25 | \$2.375 |
| After 8 weeks | 2.28 | 2.405 |
| General Relief Man | | |
| Homogenizer and Irradiator | | |
| Loader and Checker | | |
| Milk Truck Receiver | | |
| Second Class By-Products Man | | |
| Special and Extra Order Man | | |
| Sterilizer | | |
| Fork-lift Truck Operator (Day) | | |
| Unloader, Store Delivery Trucks | | |
| *Night Equipment Cleaner | | |
| *Night Refrigerator Man | | |
| Bottle Filler and Packer | | |

| | | |
|-------------------------------|--------|---------|
| CLASS F: | | |
| Starting Wage | \$2.20 | \$2.325 |
| After 8 weeks | 2.23 | 2.355 |
| Bottle Counter and Return Man | | |
| Day Equipment Cleaner | | |
| Day Refrigerator Man | | |
| Return Man and Receiver | | |
| Canco Machine Operator | | |

*Note: Add 2½ cents per hour because of night job.

Schedule "A"

(SEALTEST)

Plant Department (Continued)

| | Oct. 1, 1959 | April 1, 1961 |
|----------------------------|-----------------|------------------|
| CLASS G: | | |
| Starting Wage | \$2.17 | \$2.295 |
| After 8 weeks | 2.20 | 2.325 |
| Bottle Counter | | |
| Bottle Filler | | |
| Bottle Washer Feeder | | |
| Conveyor Operator | | |
| Milk Dumper and Can Washer | | |
| Milk Weigher | | |
| Return Milk Dumper | | |
| Cheese Room Operator | | |
| CLASS H: | | |
| Starting Wage | \$2.14 | \$2.265 |
| After 8 weeks | 2.17 | 2.295 |
| Bottle Packer | | |
| Bottle Washer Inspector | | |
| Empty Bottle Handler | | |
| Gasser | | |
| General Utility Man | | |
| Greaser and Washer | | |
| Milk Can Washer | | |
| Truck Washer | | |
| CLASS I: | | |
| Starting Wage | \$2.09 | \$2.215 |

Schedule "A"

(SEALTEST)

Plant Department (Continued)

| | Oct. 1, 1959 | April 1, 1961 |
|---------------------------------|-----------------|------------------|
| After 8 weeks | \$2.12 | \$2.245 |
| Watchman | | |
| CLASS J: | | |
| Starting Wage | \$2.05 | \$2.175 |
| After 8 weeks | 2.08 | 2.205 |
| Janitor | | |
| CLASS K: | | |
| Starting Wage | \$1.97 | \$2.095 |
| After 8 weeks | 1.99 | 2.115 |
| Janitress | | |
| Washing and Filling Room Helper | | |

NOTES

1. Throughout this Schedule "A", in both Plant and Delivery Departments, the dates October 1, 1959 and April 1, 1961, refer to the beginning of the payroll periods commencing closest to such dates.

2. #1 men are working group leaders sometimes referred to as gang bosses.

3. Where employes are employed on a split shift on any day, such employes shall receive the rate provided for their classification, plus seven and one-half cents (\$.075) per hour for all hours worked on such day.

4. Employes who commence their day's work between p.m. and a.m. shall receive

Schedule "A"

(SEALTEST)

Plant Department (Continued)

seven and one-half cents (\$.075) per hour above the regular hourly wage rates provided above. The night-shift differential provided herein shall not apply to employes whose day's work commences before the beginning of the 12-hour period or to employes who work a portion of the 12-hour period due to working overtime, or to employes whose contract job titles contain the word "night" or who otherwise receive a night differential of at least seven and one-half cents (\$.075) per hour.

5. The hourly wage rate for Tractor Trailer Driver, Truck Driver and Wholesale Driver shall be \$2.57 $\frac{1}{2}$ effective January 1, 1960, \$2.62 $\frac{1}{2}$ effective January 1, 1961 and 2.72 $\frac{1}{2}$ effective from January 1, 1962 to and including December 31, 1962.

Schedule "A"

(SEALTEST)

DELIVERY DEPARTMENT

Schedule of Wages

A. RETAIL DRIVER-SALESMAN

1. Starting wage\$65.00 per week
2. Base pay—first six (6) weeks after
taking over route\$24.00 per week
(October 1, 1959)
\$26.00 per week
(April 1, 1961)

Plus regular commission arrangement.

3. Base pay thereafter\$28.00 per week
(October 1, 1959)
\$30.00 per week
(April 1, 1961)

Plus regular commission arrangement.

“Regular commission arrangement” for retail driver-salesmen shall be ten and one-quarter per cent ($10\frac{1}{4}\%$) of collections on retail sales of milk and cream; four and seven-eighths per cent ($4\frac{7}{8}\%$) of collections on semi-wholesale sales of milk and cream; two cents (\$.02) per pound of butter for any month during which butter sales do not exceed three hundred (300) pounds or any week during which butter sales do not exceed seventy-five (75) pounds, or three cents (\$.03) per pound for all butter sales during any month or any week during which butter sales exceed these respective amounts; two cents (\$.02) per dozen eggs; and ten cents (\$.10) for each one hundred (100) empty bottles collected by the retail route salesmen and returned unbroken to the **Employer**.

Effective April 1, 1961, the commission rates for retail driver-salesmen shall be increased to ten and one-

Schedule “A”

(SEALTEST)

Delivery Department (Continued)

half per cent (10½%) of collections on retail sales of milk and cream and five per cent (5%) of collections on semi-wholesale sales of milk and cream.

B. RETAIL ROUTE RELIEF MEN

1. Starting wage\$65.00 per week
2. Base pay—first six (6) weeks after taking over routes
 - (a) if responsible for six (6) routes\$32.00 per week*
(October 1, 1959)
34.00 per week*
(April 1, 1961)
 - (b) if responsible for less than six (6) routes\$31.00 per week*
(October 1, 1959)
\$33.00 per week*
(April 1, 1961)
3. Base pay thereafter
 - (a) if responsible for six (6) routes\$36.00 per week*
(October 1, 1959)
\$38.00 per week*
(April 1, 1961)
 - (b) if responsible for less than six (6) routes\$35.00 per week*
(October 1, 1959)
\$37.00 per week*
(April 1, 1961)

*Plus an amount equal to the average amount received as their "regular commission arrangement" by

Schedule "A"

(SEALTEST)

Delivery Department (Continued)

the retail driver-salesman whom they relieve (which shall include split money whenever a split has removed business from a route a relief man serves to a route he does not serve and which is not replaced on the other routes he serves.)

C. DRIVER-SALESMEN ON EXCLUSIVELY SEMI-WHOLESALE ROUTES

1. Starting wage\$65.00 per week*
2. Base pay—first six (6) weeks
after taking over route.....\$53.75 per week*
(October 1, 1959)
\$55.75 per week*
(April 1, 1961)
Plus regular commission arrangement.
3. Base pay thereafter\$59.75 per week*
(October 1, 1959)
\$61.75 per week*
(April 1, 1961)
Plus regular commission arrangement.

*Base pay will be reduced or increased by One dollar and fifty cents (\$1.50) for each one-half ($1/2$ c) decrease or increase in price of wholesale milk. Above base pay rates are established on basis of twenty-three cents (\$.23) as price of wholesale milk.

“Regular commission arrangement” for exclusively semi-wholesale routes shall be:

\$.375 per 100 units delivered (1 unit equals 1 quart, 2 pints, or 4 half-pints, regardless of the type of product), except that on deliveries to vending machines,

Schedule “A”

(SEALTEST)

Delivery Department (Continued)

the rate shall be \$.945 per 100 units delivered to vending machines from which the driver-salesman is required and does collect money, and \$.695 per 100 units delivered to vending machines from which the driver-salesman is not required to collect money. Effective April 1, 1961, all rates "per 100 units delivered" will be increased by 4 cents, so that the rates will be increased from \$.375 to \$.415, from \$.945 to \$.985, and from \$.695 to \$.735 respectively.

\$.085 per customer delivery.

\$.02 per pound of butter for any month during which butter sales do not exceed 300 pounds, or for any week during which butter sales do not exceed 75 pounds, or three cents (\$.03) per pound for all butter sales for month or week during which butter sales exceed these respective amounts.

\$.02 per dozen eggs.

In addition to the above, a mileage allowance will be paid in accordance with the following schedule:

\$4.25 per week for 60 or less miles per week to and from the route.

\$6.50 per week for 61 to 120 miles per week to and from the route.

\$8.75 per week for 121 to 180 miles per week to and from the route.

\$11.00 per week for 181 to 240 miles per week to and from the route.

\$13.25 per week for over 240 miles per week to and from the route.

Schedule "A"

(SEALTEST)

Delivery Department (Continued)

D. RELIEF MEN ON EXCLUSIVELY SEMI-WHOLESALE ROUTES

1. Starting wage\$65.00 per week
2. First six (6) weeks after taking
over routes\$61.75 per week*
(October 1, 1959)
\$63.75 per week*
(April 1, 1961)
3. Thereafter\$67.75 per week*
(October 1, 1959)
\$69.75 per week*
(April 1, 1961)

*Plus an amount equal to average amount received as their "regular commission arrangement" by the driver-salesmen whom they relieve (which shall include split money whenever a split has removed business from a route a relief man serves to a route he does not serve and which is not replaced on the other routes he serves).

E. SPLIT MONEY ON EXCLUSIVELY SEMI-WHOLESALE ROUTES

In the event that **Employer** shall split the route of any driver-salesman on an exclusively semi-wholesale route, such driver-salesman shall receive, in addition to the amount actually earned on such route, as split, for the first 13 weeks after the split, an amount equal to the weekly loss in earnings due to the split, as herein defined. The "weekly loss in earnings due to the split" shall mean the reduction in earnings for the first of

Schedule "A"

(SEALTEST)

Delivery Department (Continued)

such 13 weeks below the average weekly earnings for the four (4) weeks prior to the split. It is agreed that the splitting, consolidation or discontinuance of routes is in the absolute discretion of the **Employer**.

F. GUARANTEE FOR DRIVER-SALESMEN AND THEIR RELIEF MEN

At the end of six (6) weeks after taking over a route or routes, the minimum average compensation of any driver-salesman or relief man in any four (4) week period, including salary plus regular commission arrangement, shall be Eighty-five Dollars (\$85.00) per week.

Schedule "A"

(SEALTEST)

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Consolidated Weiss, Inc.



Philadelphia

U. S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON 25, D. C.

M.
JUL 12 1960

June 30, 1960

Mr. Albert Sobin, Secretary-Treasurer
International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America, Joint Council
11th and Chew Streets
Philadelphia, Pennsylvania

Dear Mr. Sobin:

We have in our file of collective bargaining agreements a copy of your agreement with Milk Dealers in Philadelphia, Pennsylvania and Vicinity. This agreement expired September 1959.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

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 4500
- 2. Number and location of establishments covered by agreement 49
- 3. Product, service or type of business Milk Products.
- 4. If previous agreement has been extended without change, indicate new expiration date _____

(Your name)

(Position)

(Street)

(City and State)