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A G R E E M E N T

PARTIES TO THE AGREEMENT

1. Agreement in effect from the sixth day of January, 1963 until and including the third day of July, 1965 and subject to renewal and extension as herein provided, between The Great Atlantic and Pacific Tea Company, Incorporated, Scranton Unit, hereinafter referred to as the "Employer" and the Retail Clerks' International Association, Locals 1687 and 1393, chartered by the Retail Clerks' International Association, AFL-CIO, hereinafter referred to as the "Union". This Agreement upon its execution thereof shall supersede all previous existing Agreements which have heretofore been applicable to the employees covered by this Agreement.

WITNESSETH

RECOGNITION AND JURISDICTION

2. The Employer recognizes the Union as the exclusive representative of all its employees, except Supervisors, Managers and Assistant Managers in all stores which are a part of the Scranton Unit as outlined in Schedule "B" of this Agreement, or which may be opened within the Scranton Unit, serviced by the Scranton Warehouse or other Warehouses if the store or stores are a part of the Scranton Unit as outlined in Schedule "B" of this Agreement, in accordance with past practice, in all negotiations between the Employer and Employees.

UNION SHOP

3. It shall be a continuing condition of employment, that all of the employees now or hereafter coming under the jurisdiction of this Agreement become and remain members of the Union in good standing on or after the thirtieth (30th) day following their date of employment or the effective date of this Agreement, whichever is later.

4. The Employer shall check off initiation fees and dues from all employees who authorized in writing such deductions and shall remit the same to the Union.

5. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of dues made pursuant to the provisions of this Agreement.

6. The Employer agrees to discharge any employee for non-payment of dues upon notice in writing from the Union to do so.

7. The Employer agrees that all work performed in stores and markets in connection with the sale and display of its merchandise will be performed only by employees of the Company.

PERSONNEL INFORMATION

8. The Employer will furnish the Union with the following personnel information as requested:

(a) All new employees, where employed, and the starting date.

(b) Change in status of employees from full-time to part-time, or from part-time to full-time, and the effective date.

(c) Termination of employees and the effective date, including employees on the thirty-day (30) trial period.

PERSONNEL INFORMATION CONTINUED

8. (d) Seniority list covering all Scranton Unit Employees.

(e) Transfer of employees from one Store or from one department to another.

UNION ACTIVITIES

9. There shall be no discrimination against any employee because of Union membership or activities. It is agreed that Union duties and activities will not be carried on during hours of work or on the Employer's premises. This shall not prevent the Union officials from entering Stores to satisfy themselves that this Agreement is being observed nor from conducting election of stewards when they deem it necessary.

10. It is further agreed that complaints and grievances shall be discussed with Officials of the Employer at the store level. If said complaints and grievances cannot be settled at the store level, same will be referred to the Business Agent and the store Supervisor without any disruption in work.

LAYOFFS, PROMOTIONS AND SENIORITY

11. In layoffs and rehirings or reduction from full time to part-time and subsequent reinstatement to full-time, the Employer shall conform to the ordinary rules of seniority, within the seniority areas, as contained in Schedule "B" of this Agreement.

12. When full-time rated job openings occur or are about to occur, involving promotions within the bargaining unit, the Employer will post notice of the opening showing the rate of pay, in all stores in the seniority area where the opening occurs, at least two (2) weeks in advance of the permanent filling of the position. All full-time employees shall be given the opportunity of bidding for the position. Preference will be given to the employee having the longest full-time seniority if said employee is qualified for the promotion, and if not, to the employee having the next longest full-time seniority if said employee is qualified, etc. Qualifications of employees for promotion will be determined in accordance with past practices.

13. Rated job classifications referred to in Paragraph 12 are as follows: Meat Department Head; Produce Department Head (which shall include certain Other Self-Service stores as defined in Schedule "A" of this Agreement); Coffee-Dairy Head, Head Cashier and Boxman in Super Market type stores; Second Man in Other Self-Service store and Man in Charge of a Night Crew. In the event of a reduction in the working force, employees in rated job classifications may be "bumped" only by employees within said rated job classifications.

14. The procedure outlined in Paragraph 12 shall be followed on full-time job openings not involving promotion, except that in such cases, qualifications being relatively equal, part-time seniority will govern.

15. Full-time employees reduced to part-time shall be given all available work in the seniority area short of overtime conditions, and no new full-time employees shall be hired until such full-time employees reduced to part-time have been reinstated to full-time. Said employees may be worked forty (40) hours per week which may include more than one night's work beyond 6:00 P.M. without the application of time and one half, in excess of one (1) night per week

after 6:00 P.M., as set forth in Paragraph 40 of this Agreement. Said employees shall be reinstated to full-time, limited to working one (1) night per week beyond 6:00 P.M., in accordance with past practice and seniority.

16. Where practicable, the Employer shall endeavor to combine existing part-time assignments by seniority within each store, providing the employee is able to perform the work available so as to provide the maximum part-time employment per individual within the definition of part-time employment and to further create as many full-time positions as possible.

17. Seniority shall be calculated by continuous service with the Employer from the last employment date. Employees laid off and subsequently rehired by the Employer within six (6) months from the layoff date shall retain their former seniority regardless of any change in their places of employment.

18. Employees reduced from full-time to part-time shall retain all benefits accruing to full-time employees in this Agreement, and they shall not suffer loss of seniority as long as they remain on the payroll. If laid off completely, they shall retain their seniority for a period of six (6) months thereafter.

19. Prior notice of not less than one (1) week shall be given to any full-time employee transferred from one store to another within the seniority area, except in an emergency; provided, however, that no notice is necessary when an employee is replaced by another employee as a result of the application of seniority.

20. Full-time employees absent on account of ill health shall retain their seniority for a period of one (1) year from the date of their absence. Sickness leave of absence will commence the week following the receipt by the employee of the final sick benefit payment, as scheduled in the paragraph entitled "Sick Leave". For full-time employees having five (5) years or more of continuous service with the Employer, the maximum period of absence permitted will be one (1) year, subject to renewal and extension for additional periods of only one (1) year during each renewal. These additional one (1) year renewal periods may be granted only through the joint and mutual consent of both the Union and the Employer.

21. Part-time employees' seniority, except for full-time work as provided for in Paragraph 14, will apply in the employee's store only, and part-time employees will not be transferred from store to store except in an emergency; provided, however, that under certain conditions, such as but not limited to, a new store opening, part-time employees having the highest seniority should be offered the job providing the greater number of hours of work per week. Availability of part-time employees to perform work assignments must be considered in determining seniority.

22. Any part-time employee temporarily working forty (40) hours per week will be paid the full-time rate according to Schedule "A" of this Agreement.

23. Employees of the Employer in a capacity outside of the bargaining unit, as set forth in Paragraph 2 above, who are reassigned to employment within said bargaining unit, shall be considered as new employees for seniority purposes for the first six (6) months of full-time employment within the bargaining unit, after which their seniority shall date from their full-time employment with the Employer. Employees of the employer who had previously been employed in a capacity within the bargaining unit subsequent to the establishment of the collective bargaining unit involved and who, while continuously employed by the Employer, were assigned to employment in a capacity outside of the bargaining unit, and who are reassigned to employment within said bargaining unit, shall be considered as having seniority from the date of their full-time employment with the Employer.

24. Employees of the Employer in a capacity outside of the bargaining unit, as set forth in Paragraph 2 above, who are reassigned to employment within said bargaining unit, where such reassignment results in an equal exchange (i.e., one employee is assigned employment from within to outside the bargaining unit at the same time and in the same seniority area as one employee is assigned from outside to within the bargaining unit), said employee shall be given credit for his company seniority, but not to exceed that of the employee he replaces for the first six (6) months of full-time employment within the bargaining unit, after which his seniority shall date from his full-time employment with the Employer.

25. If a full-time job opening, involving promotion or not, occurs in any seniority area and the provisions of Paragraph 12 have been fulfilled, the job being properly posted, and no employees or no qualified employees in the seniority area have bid for the job, then the Employer may offer the job to an employee from a different seniority area. If such an employee accepts the position, he shall retain his Company seniority. If, however, such an employee desires to return to his former seniority area within one year from the date of transfer, he shall retain his Company seniority in his original seniority area. After a one year period, he will retain his Company seniority only in the seniority area to which he was transferred.

DEFINITION OF EMPLOYEE

26. For the purpose of this Agreement, any employee who works forty (40) or more hours per week for six (6) or more consecutive weeks will be considered a full-time employee, except as provided in Paragraph 27 below for the resort areas and a further exception when a part-time employee works forty (40) hours per week while relieving for vacations or sickness. A part-time employee is defined as one who works less than forty (40) hours per week, or less than thirty-two (32) hours per week during a holiday week.

DEFINITION OF EMPLOYEE

27. Full-time employees reduced to part-time shall be paid on a pro-rata basis of their full-time weekly rate, or the part-time rate according to their experience on an accumulative basis, whichever is the greater. They shall acquire service for their full-time rate on the basis of the actual hours worked, except that in the resort area the Employer shall have the privilege of working any employee forty (40) hours per week during the period May 30 to September 30 as full-time and then reducing them to part-time with a part-time rate according to seniority; provided, however, that any part-time employee who works full-time after September 30th of any year shall be given full-time credit for his entire full-time employment.

28. Seniority areas within the Scranton Unit effective during the term of this Agreement are set forth in the Schedule annexed hereto, made a part hereof, and marked Schedule "B".

LEAVE OF ABSENCE

29. Any member of the Union who is elected or appointed to a full-time position with the Union, or who is elected or appointed as a Delegate or Representative of the Union in any activity necessitating temporary absence from his employment, shall be granted such leave of absence without pay and without loss of any seniority, and at the end of such service in the business of the Union, he shall be re-employed at his former wage rate, plus any increase or less any reduction that may have become effective during his absence. Two (2) weeks' notice must be given to the Employer in the above instances.

30. The maximum period of absence permitted will be one (1) year subject to renewal and extension for additional periods of only one (1) year during each renewal. These additional one (1) year renewal periods may be extended only through the joint and mutual consent of both the Union and the Employer.

MILITARY SERVICE

31. An employee returning from military service shall be put back on the regular job he had, or its equivalent, when leaving for military service; (provided he applies for work within the required period under Selective Service and Training Act requirements) but because on-the-job experience and application are the predominating factors in upgrading within a rate range, military service itself shall not qualify such an employee for automatic promotion within the rate range, but same shall be based on payroll service only. If, while in military service, an employee performs commissary store duties he shall be given credit in his rate for the time spent performing such duties, providing satisfactory verification is received by the Personnel Department of the Employer.

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MATERNITY LEAVE OF ABSENCE

32. Maternity leave of absence without pay will be granted upon request for a period not to exceed six (6) months prior to date of birth or miscarriage and six (6) months after the date of birth or miscarriage, or a total leave of absence not to exceed one (1) year, provided the employee has had one (1) year or more of continuous full-time service; or, in the case of a part-time employee, eighteen (18) months or more of continuous part-time service.

GRIEVANCES AND ARBITRATION

33. In the case of any complaint arising out of the interpretation or application of any provision of this Agreement on the part of either the Employer or the Union, the matter shall be taken up in the first instance between the Employer and the Union without delay.

GRIEVANCES AND ARBITRATION CONTINUED

33. Cont'd

Should these parties be unable to adjust the said grievances the matter shall be referred to a Board of Arbitration consisting of one member selected by the Employer, one member selected by the Union, and the third, who shall act as Chairman, selected by the two as chosen.

The Union and the Employer shall name their parties and notify the other party within two (2) days of the failure of the conference referred to above to adjust the difficulty.

It is agreed that the parties shall make every effort to choose the Impartial Arbitrator themselves. Only in the event they are unable to agree upon the Impartial Arbitrator within five (5) days, the American Arbitration Association shall be requested to appoint the third Arbitrator.

The Majority of the Board of Arbitration must render a decision not later than thirty (30) days after the grievance has been submitted to them. This period may be extended beyond the thirty (30) days only through the joint and mutual consent of both the Union and the Employer.

The expense of the third and Impartial Arbitrator shall be shared equally by the parties to this Agreement, and the decision of the Board shall be final and binding upon both parties.

34. All grievances must be brought to the attention of the parties hereto within four (4) weeks after the occurrence.

TRIAL PERIOD AND APPROVAL

35. The first thirty (30) days employment service of an employee shall be considered a trial period. The Employer may dismiss or discharge any new employee for any reason whatsoever within the first thirty (30) days of his employment, and there shall be no right to appeal.

36. In case of disciplinary action, suspension, or discharge of an employee who has been in the service of the Employer for more than thirty (30) days, such employee shall have the right to appeal to the Union within four (4) weeks after the date of discharge. Upon such appeal, the Employer and the Union shall jointly investigate the reasons for such disciplinary action, suspension, or discharge and the justification thereof. If the Union and the Employer cannot agree as to the justification of such disciplinary action, suspension, or discharge, the matter shall be arbitrated in accordance with the provisions of Paragraph 33.

ENFORCEMENT OF STANDARDS

37. The Union agrees to do everything within its power to enforce its rules and regulations and through advice, instruction and example, to maintain the highest standard of work.

STRIKES AND LOCKOUTS

38. It is mutually agreed by the parties to this Agreement there shall be no strike or stoppage of work by the employees or by the Union, nor shall there be any lockout by the Employer during the life of this Agreement, and any differences or misunderstandings which may arise out of the interpretation or application of any provision of this Agreement between the contracting parties shall be amicably adjusted by and between the parties themselves. If the parties themselves cannot amicably adjust the differences, the matter shall be referred to a Board of Arbitration as provided in Paragraph 33.

STRIKES AND LOCKOUTS CONTINUED

39. Nothing herein contained shall compel any employee to walk through a picket line set up as a part of a duly authorized and legally called strike against the Employer.

WORK WEEK

40. The work week shall consist of five (5) days to be worked within forty (40) hours. All work in excess of five (5) days per week or forty (40) hours per week shall be on an overtime basis at the rate of time and one half. Work performed by full-time employees before 7:00 A.M. (6:00 A.M. in resort areas May 30 to September 30) or after 6:00 P.M., with the exception of 10:00 P.M. on any one night each week, shall be at time and one half. Work performed by part-time employees between 7:00 A.M. (6:00 A.M. in resort areas May 30 to September 30) and store closing hours shall be at the straight time hourly rate. Work performed by part-time employees before 7:00 A.M. (6:00 A.M. in resort areas May 30 to September 30) and after store closing hours will be paid at the rate of time and one half.

41. Any full-time employee working a shift of ten (10) hours or more shall not be required to work more than eight and one half (8½) hours on the day preceding or following such a shift of ten (10) hours or more, unless overtime is involved, or unless classified as a night shift employee.

42. Employees may be scheduled to work up to thirty (30) minutes after the regular store closing hours, within the work week for full-time employees and within the limits of hours for part-time employees without being eligible for premium or overtime pay, except as otherwise herein provided, and provided further, that the scheduling of employees to work up to thirty (30) minutes after regular store closing hours shall be on a rotation basis.

RELIEF PAY

43. In a department where the Meat Department Head, Produce Department Head, Boxman, Head Cashier, Coffee-Dairy Head, Second Man in charge of an Other Self-Service store or Head of the Night Crew if off three (3) or more days, including his normal day off in any one (1) week, the relief man shall receive an additional amount representing the difference between the contract rate for his position and the contract rate for the position in which he relieves, for the time spent in relief, but in no case will he be paid in excess of the actual salary of the individual being relieved.

NIGHT SHIFT

44. Any employee working three (3) or more nights per week shall be entitled to a night shift premium of five ($5.00) dollars per week. A night shift is defined as follows:

(a) A shift commencing after store closing hours, or

(b) A shift commencing at 5:00 A.M. or not later than 6:00 A.M.

In the case of an emergency causing the absence from work of a night shift employee, another full time employee may be worked two (2) nights or more on the night shift at the five ($5.00) dollar night premium rate. For any employee worked on the night shift for less than two (2) nights, overtime rates shall apply.

In addition to the five ($5.00) dollar per week premium, the Man in Charge of the Night Crew shall receive three ($3.00) dollars per week over and above his scale.

NIGHT SHIFT CONTINUED

44. Cont'd

The above rates are to be considered regular wage rates for such employees for purposes of compensation for vacations, holidays, sick pay and overtime. In no case will a night shift consist of one (1) employee.

No night shift employee will be required to work between 6:00 P.M. Christmas Eve and 5:00 A.M. the day after Christmas, nor between 6:00 P.M. New Year's Eve and 5:00 A.M. January 2nd.

45. No split shifts will be permitted.

HOLIDAY WORK WEEK

46. During a holiday week, the work week for all full-time employees shall consist of four (4) days to be worked within thirty-two (32) hours. All work in excess of the above limitations for full-time and part-time employees during a holiday week shall be paid for at the rate of time and one half. In the event major competition requires the Employer to keep its stores open after 6:00 P.M. on Christmas Eve or New Year's Eve, all time worked after 6:00 P.M. by full and part time employees will be at the rate of time and one half.

47. The week in which Good Friday occurs will be a thirty-eight (38) hour work week and the following provisions will apply:

(a) If major competition requires the Employer to keep its stores open between 12:00 noon and 3:00 P.M., full-time employees will be paid a full week's salary for thirty-eight (38) hours' work, and their thirty-ninth (39th) and fortieth (40th) hours will be paid at their straight time hourly rate.

(b) In stores closed between 12:00 noon and 3:00 P.M., the procedure outlined in paragraph (a) above shall be followed, however, employees who do not desire to work during said period will not be required to work. Available employees will work as required by the Employer according to seniority and classification with preference being given to full-time employees. If part-time employees work between 12:00 noon and 3:00 P.M., the hours during said period will be in addition to the eight (8) hour guarantee for Good Friday, except where the part time employee is unable to work the guaranteed time, as provided for in Paragraph 53.

OVERTIME AND WORKING CONDITIONS

48. Overtime shall be worked when necessary and shall be paid for in cash at the appropriate overtime rates.

49. Any employee called in to work on his regularly scheduled day off will be guaranteed four (4) hours at overtime rates, and his work schedule for the remainder of the week shall remain unchanged.

50. Meal periods, without pay, shall be specified by the Employer, but shall consist of one (1) hour unless a one half (½) hour meal period is specifically requested by an individual employee and approved by both the Employer and the Union. It is agreed a reasonable period of time shall elapse between the beginning of a shift and the assignment of a meal period.

51. Full-time employees shall receive two (2) fifteen (15) minute rest periods daily, unless scheduled for a short day's work, not involving a meal period, when one (1) fifteen (15) minute rest period shall be granted. Rest periods shall be

OVERTIME AND WORKING CONDITIONS CONT'D

51. Cont'd

scheduled as near as possible to the middle of the work period. Part time employees shall receive one (1) fifteen (15) minute rest period for each scheduled four (4) hours, except if scheduled for seven (7) hours in a work day, when they shall be granted two (2) fifteen (15) minute rest periods. Any employee scheduled to work twelve (12) or more hours in a work day shall receive a third (3rd) rest period of fifteen (15) minutes, which shall be taken after the ninth (9th) hour of work.

52. For regular weekly employees, time and one half and double time as used in this Agreement shall mean overtime exclusive of regular weekly wages. In no case will overtime be paid on overtime.

53. Part-time employees called in and reporting for work shall be guaranteed eight (8) hours on Friday or the long day preceding a holiday, six (6) hours on Saturday, and four (4) hours on all other days; provided, however, the employee is regularly available for such work. This provision shall not apply to anyone unable to work the guaranteed time.

54. When any employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule in order to avoid overtime.

COST OF TRANSPORTATION

55. The Employer agrees to pay the difference in the cost of transportation to full-time employees temporarily transferred from one location to another on the following basis when such transfer increases their normal cost of transportation:

The difference in the cost of public transportation, if available and convenient, according to the employee's work schedule, otherwise a rate of seven (7¢) cents per mile.

HOLIDAYS

56. All work performed on the legal holidays listed in Paragraph 59 below shall be compensated at twice the employee's straight time hourly rate in addition to the straight time holiday pay.

57. Upon the completion of thirty (30) days with the Employer, regular full-time employees shall be paid eight (8) hours at the straight time hourly rate if there is no work to be performed on said holidays, provided the employee works on his/her scheduled work day before and his/her scheduled work day after such holiday, Sundays excepted, unless legitimately excused.

58. Triple time will be paid for all work performed on Sundays only when the store is open for business, except in cases of emergencies which may include competitive store openings. In such instance double time will be paid (straight time plus straight time). When store is not open for business, work performed on Sundays as a result of an emergency shall be compensated at the rate of double time (straight time plus straight time).

59. During the life of this Agreement the following holidays or the days observed as such shall be celebrated: New Year's Day, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

60. Upon the completion of three (3) months' service with the Employer, regular full-time employees shall be entitled to one (1) personal holiday within each calendar year, which may be taken at any time which is mutually satisfactory to the Employer and the employee.

HOLIDAYS CONTINUED

61. All part-time employees upon the completion of sixty (60) days' but less than one (1) year of continuous service with the Employer shall be paid four (4) hours holiday pay at the straight time hourly rate provided one of the holidays listed in the paragraph 59 above falls on a day he/she would normally be scheduled to work, provided such employee works his/her scheduled work day before and his/her scheduled work day after such holiday, Sundays excepted, unless legitimately excused. Work schedules shall not be changed for the purpose of avoiding holiday pay.

(a) Part-time employees with one or more years of continuous service regardless of whether he/she is normally scheduled to work on the day that the holiday falls, shall receive holiday pay of four (4) hours, provided he/she works at least one day during the calendar week in which the holiday falls and provided such employee works his/her scheduled work day before and his/her scheduled work day after such holiday

DEATH IN FAMILY

62. In the case of a death in the immediate family of a full-time employee (i.e., the death of a parent, spouse, child, brother, sister, mother-in-law, father-in-law) the Employer shall grant a leave of three (3) continuous days to the said employee with regular pay for said days.

JURY DUTY

63. Full-time employees actually summoned and serving on juries will be granted time off, when needed, for actual jury duty and will receive the difference between their straight time basic weekly pay and the amount received while on jury duty, except such jury duty fee which they receive while serving on their normally scheduled day off. They will be expected to work on days when the jury is not in session, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly pay, nor his normal weekly schedule.

VACATIONS

64. Full-time employees will receive one week uninterrupted vacation annually after one (1) year of continuous service with the Employer; two (2) weeks' uninterrupted vacation annually after three (3) years' continuous service with the Employer; three (3) weeks' vacation annually after eight (8) years of continuous service with the Employer, and four (4) weeks' vacation annually after twenty (20) years of continuous service with the Employer. Vacations in excess of two (2) weeks will be on the basis of two (2) weeks' uninterrupted vacation and the third and fourth week of which will be mutually agreed to by the Employer and the employee.

65. Part-time employees shall be granted vacation with pay pro-rated on the average weekly hours for the year under the same terms and conditions as set forth for full-time employees. For vacations credit purposes, part-time employees advanced to full-time will be given vacation credit based on their accumulated hours.

66. Full time employees reduced to part-time and subsequently reinstated to full-time shall be considered to have no break in full-time employment for vacation purposes.

67. In the event the service of any employee is terminated for any reason whatsoever, voluntarily or involuntarily, except for discharge due to dishonesty, before the vacation earned has been taken, there shall be paid to such employee salary covering the period of vacation to which he is entitled upon the termination of such services in accordance with the vacation entitlement outlined in Paragraph 64.

VACATIONS CONTINUED

68. Vacations may be selected by employees on the basis of length of service with the Employer, subject to the requirements of the business, with preference being given to full-time employees.

69. If one of the holidays specified in Paragraph 59 falls within a full-time employee's vacation, the employee shall be granted one (1) additional day's paid vacation or an equivalent day's pay based on one-fifth of his regular weekly salary at the option of the Employer. This provision applies even though the Holiday falls on the day of the week which would ordinarily be the day off of the employee.

70. The provisions of Paragraph 69 above shall apply to part time employees otherwise eligible for holiday pay.

WAGES

71. The wage scale to be effective during the term of this Agreement is set forth in the Schedule annexed hereto, made a part hereof, and marked Schedule "A".

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PRIVILEGE CLAUSE

72. No members of the Union shall suffer a reduction in wages or a reduction in vacation time by any provision of this Agreement and all privileges not covered hereby shall continue as heretofore and shall not be eliminated or abridged by virtue of the signing of this Agreement.

INDUSTRY EXPERIENCE

73. All new employees shall be given credit for prior retail chain or comparable store, grocery, or meat experience acquired within five (5) years prior to the date of employment with the Employer, provided this experience is declared at the time application for employment is made or, within thirty (30) days thereafter, subject to verification by the Personnel Department of the Employer. When a part time employee is placed on full-time, he will be given credit for his part-time experience on the basis of actual hours worked in determining his proper wage scale.

LAUNDRY

74. All coats and aprons required by the Employer to be worn in the Store, shall be furnished and laundered by the Employer.

UNION STORE CARD

75. The Union agrees to furnish to the Employer at least one (1) Union Store Card for each of the Employer's stores covered by this Agreement to be displayed in the customer area of the premises. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

VALIDITY OF CONTRACT

76. The parties hereto agree that should any part or paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective or unenforceable, said part or paragraph shall not affect the validity and enforceability of any other part or paragraph hereof, and the remainder of this Agreement shall continue in full force and effect. The parties also agree to renegotiate any article, part or paragraph of this Agreement that has been declared unlawful, invalid or unenforceable as specified above.

STEWARDS

77. It is understood that the Stewards of the Union, at all times, shall be full-time employees and shall be the last to be laid off or reduced in classification as a result of a reduction in the work force, and the Union shall furnish the Employer with a complete list of Stewards which shall be supplemented from time to time as may be necessary.

STEWARDS CONTINUED

78. The Store Manager will inform Store Stewards regarding any change in personnel in their Stores or any change in the status of employees.

79. It is understood that the Union will use its best efforts to secure as Stewards a high calibre of employee who shall be required to conform to the standards and qualifications required by the Union.

SICK LEAVE

80. The Employer agrees that for all full-time employees on the payroll December 1, 1952, it will continue in effect its sick leave plan and compensate its authorized legitimate absences caused by illness, on the following basis:--

Full-time employees whose length of service with the Employer is as follows:--	Shall be entitled to the the following schedule of payments:--
3 months to 1 years' service	1 week at full pay 2 weeks at half pay
1 year to 2 years' service	2 weeks at full pay 3 weeks at half pay
2 years to 5 years' service	3 weeks at full pay 5 weeks at half pay
5 years to 10 years' service	5 weeks at full pay 7 weeks at half pay
Over 10 years' service	7 weeks at full pay 9 weeks at half pay

81. For full-time employees hired subsequent to December 1, 1952, the same policy shall apply except that the first bracket shall read, "6 months to 1 years' service", and the schedule of payments shall apply after the third day of illness.

HOSPITAL SURGICAL PLAN

82. All the provisions contained in the booklet entitled, "Blue Cross Hospital and Blue Shield Medical-Surgical Benefits for Certain Employees of The Great Atlantic & Pacific Tea Company, Incorporated, Scranton Unit", are made a part of this Agreement with the following stipulation:--

(a) The Employer will purchase and maintain at its sole expense the Blue Cross Hospitalization and Blue Shield Medical-Surgical Plan "B" for all full-time employees with six (6) months or more full-time service with the Employer, provided they make application for this coverage. Said Blue Cross/Blue Shield plans are to cover the individual employee, said employee's spouse, and all unmarried children under nineteen (19) years of age.

83. Effective June 1, 1963, said Hospital Surgical Plan shall also provide for:

(a) The payment of the fee for the administration of anesthesia by other than a paid employee of a hospital, not to exceed twenty per cent (20%) of the allowable surgical fee for the surgical procedure involved. In any event the maximum fee payable shall not exceed sixty ($60.00) dollars.

(b) Treatment in a hospital within seventy-two (72) hours of an accident.

(c) Ten (10) days hospital stay for the delivery of each child.

WORK SCHEDULE

84. The Employer agrees to post a work schedule in ink in each store and market by Saturday preceding the week for which it becomes effective, however, the Employer reserves the right to make necessary changes due to emergencies which may arise. Any employee who is not scheduled to work on Saturday will be notified not later than his quitting time Friday of his schedule for the following week. Work schedules of employees should remain unchanged from week to week whenever possible, so that employees' days off will be uniform.

85. Once the work schedule is posted and an emergency arises, defined herein as absence caused by sickness, accident or death in family, or unexcused absence, and the Employer has made a sincere effort to call in any full-time employees reduced to part-time without success, then part time employees may be offered work in accordance with seniority for the calendar week in which the emergency occurs, without it being considered in violation of Paragraph 15 above.

PENSION PROVISION

86. The Employer agrees to contribute to the Retail Clerks Tri-State Pension Plan Fund five (5¢) cents per hour worked for each full-time employee up to a maximum of forty (40) hours per week during the term of this Agreement. For the purpose of this paragraph, a "full-time employee" is defined as an employee who has completed a thirty (30) day probationary period and is regularly and continuously scheduled to work a forty (40) hour week. Paid holidays and paid vacations shall be considered as time worked.

It is further understood and agreed that the Retail Clerks Tri-State Plan and Trust Agreement shall be considered as Appendix 1 of this Agreement. This plan shall include, among other things:

(a) A provision that a participant under the plan who has reached his sixty-fifth (65th) birthday shall be eligible for a monthly pension of three dollars and twenty-five cents ($3.25) for each completed year of credited service, with a maximum of forty (40) years' service.

(b) A provision for a death benefit of one thousand ($1,000) dollars which shall be the only survivor benefit under the plan.

The Pension Plan must have the continuing approval of the Internal Revenue Service as an exempt plan.

PENSION PROVISION CONT'D

86. Cont'd

It is agreed that it shall be mandatory that each employee covered by this Agreement shall retire the first (1st) day of the month following his or her sixty-fifth (65) birthday.

It is agreed that all questions involving pensions not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the plan.

DURATION OF AGREEMENT

87. This Agreement shall be in full force and effect from January 6, 1963 until and including the third (3rd) day of July, 1965 and shall continue in effect from year to year from July 3, 1965 unless either party serves notice in writing on or before May 3 of any year thereafter, of a desire for termination of or for changes in the Agreement. In the event either party serves such notice, it is mutually agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that pending the results of the negotiations, neither party shall change the conditions existing under the contract.

88. The parties hereto, their successors in title and assigns, intending to be legally bound by this Agreement have executed this Agreement this _____ day of _____, 1963 by their duly authorized representatives.

FOR THE EMPLOYER:	FOR THE UNION:
THE GREAT ATLANTIC AND PACIFIC TEA COMPANY, INC.	
_____	_____
_____	_____

SCHEDULE "A"

MINIMUM WAGES

WAGES IN EFFECT FROM JANUARY 6, 1963 TO APRIL 4, 1964

CLERKS

	FULL TIME MALE	FULL TIME FEMALE
1st six months	$64.00	$62.00
2nd six months	68.00	65.00
3rd six months	72.00	69.00
4th six months	77.00	72.00
5th six months	83.00	76.00
Thereafter	91.00	83.00

*COFFEE-DAIRY HEAD, HEAD CASHIER, 2ND MAN OTHER SELF SERVICE STORE

	MALE	FEMALE
1st six months	$67.00	$65.00
2nd six months	71.00	68.00
3rd six months	75.00	72.00
4th six months	80.00	75.00
5th six months	86.00	79.00
Thereafter	94.00	86.00

PRODUCE DEPARTMENT HEADS

Super Markets	$110.50
Special Developments	105.50

MEAT DEPARTMENT HEADS

Super Markets	$124.50
Special Developments	119.50
Other Self-Service & Service	109.50

MEAT APPRENTICES

1st six months	$79.50
2nd six months	86.50
2nd year	91.50
3rd year	96.50
Thereafter	105.50

JOURNEYMAN	$105.50
PART TIME JOURNEYMAN	$2.6375

CLERKS

	PART TIME MALE	PART TIME FEMALE
1st six months	$1.50	$1.40
2nd six months	1.55	1.50
3rd six months	1.60	1.60
4th six months	1.70	1.65
5th six months	1.80	1.70
Thereafter	1.85	1.775

WAGES IN EFFECT FROM APRIL 5, 1964 TO JULY 3, 1965

CLERKS

	FULL TIME MALE	FULL TIME FEMALE
1st six months	$66.00	$63.00
2nd six months	70.00	66.00
3rd six months	75.00	70.00
4th six months	80.00	75.00
5th six months	88.00	80.00
Thereafter	96.00	87.00

*COFFEE-DAIRY HEAD, HEAD CASHIER, 2ND MAN OTHER SELF SERVICE STORE

	MALE	FEMALE
1st six months	$69.00	$66.00
2nd six months	73.00	69.00
3rd six months	78.00	73.00
4th six months	83.00	78.00
5th six months	91.00	83.00
Thereafter	99.00	90.00

PRODUCE DEPARTMENT HEADS

Super Markets	$115.50
Special Developments	110.50

MEAT DEPARTMENT HEADS

Super Markets	$130.00
Special Developments	125.00
Other Self-Service & Serv.	115.00

MEAT APPRENTICES

1st six months	$85.00
2nd six months	92.00
2nd year	97.00
3rd year	102.00
Thereafter	111.00

JOURNEYMAN	$111.00
PART TIME JOURNEYMAN	$2.7775

CLERKS

	PART TIME MALE	PART TIME FEMALE
1st six months	$1.55	$1.45
2nd six months	1.60	1.50
3rd six months	1.70	1.60
4th six months	1.80	1.70
5th six months	1.90	1.80
Thereafter	2.00	1.90

*Coffee-Dairy Head, Head Cashier - Super Market type stores only.

SCHEDULE "A" CONTINUED
MINIMUM WAGES

The Employer reserves the right to determine which Stores shall be designated as Super Markets, Special Developments, Other Self-Service and Service Stores.

The Employer agrees to a minimum across the board increase for all regular full-time employees on the payroll on January 6, 1963 effective as of January 6, 1963 as follows:--

Meat Department Heads	$5.50 per week
*Produce Department Heads	5.50 per week
Journeymen Meat Cutters	5.50 per week
Meat Apprentices	5.50 per week
All other full-time employees	4.00 per week

The Employer agrees to a minimum across the board increase for all regular full-time employees on the payroll on April 5, 1964 effective as of April 5, 1964 as follows:--

D69/1 D71/3

Meat Department Heads	$5.50 per week
*Produce Department Heads	5.00 per week
Journeymen Meat Cutters	5.50 per week
Meat Apprentices	5.50 per week
All other full-time employees	4.00 per week

The Employer agrees to a minimum wage increase of ten (10) cents per hour across the board for all part-time employees on the payroll on January 6, 1963 effective as of January 6, 1963.

D69/1

The Employer agrees to a minimum wage increase of ten (10¢) cents per hour across the board for all part-time employees on the payroll on April 5, 1964 effective as of April 5, 1964.

The Employer agrees each store designated as "Super Market" will have one (1) Boxman to be paid $3.50 in excess of the Journeyman Butcher rate as specified in Schedule "A".

The Employer agrees to establish a classification of Produce Department Head in certain Other Self-Service stores. Said stores where this classification will be established will be determined at the discretion of the Employer, and where designated the Produce Department Head will be paid four dollars ($4.00) in excess of the Clerks' rates as specified here in Schedule "A".

The Employer agrees that a Relief Manager of an Other Self-Service store will receive the salary of the store Manager when relieving for one (1) full week (5 or 6 days) or more, or he shall receive his regular rate plus time and one half for all hours over forty (40) hours, whichever is greater.

* Super Market and Special Development Type Stores only.

SCHEDULE "B"

SCRANTON UNIT SENIORITY AREAS

(1)

All Scranton, Pa. Stores
Avoca, Pa.
Blakely, Pa.
Clarks Summit, Pa.
Dickson City, Pa.
Dunmore, Pa.
Moscow, Pa.
Nicholson, Pa.
Old Forge, Pa.
Tunkhannock, Pa.

(2)

All Binghamton, N.Y. Stores
All Endicott, N.Y. Stores
Deposit, N.Y.
Downsville, N.Y.
Hancock, N.Y.
Hillcrest, N.Y.
All Johnson City, N.Y. Stores
Margaretville, N.Y.
Montrose, Pa.
New Milford, Pa.
Owego, N.Y.
Sidney, N.Y.
Susquehanna, Pa.
Vestal, N.Y.
Walton, N.Y.
Windsor, N.Y.

(3)

All Elmira, N.Y. Stores
Addison, N.Y.
Athens, Pa.
Canton, Pa.
Corning, N.Y.
Dushore, Pa.
All Horseheads, N.Y. Stores
Ithaca, N.Y.
Mansfield, Pa.
Towanda, Pa.
Waverly, N.Y.
Wellsboro, Pa.
Wyalusing, Pa.

(4)

Brodheadsville, Pa.
E. Stroudsburg, Pa.
Frackville, Pa.
Jim Thorpe, Pa.
Lansford, Pa.
Lehighton, Pa.
Lykens, Pa.
Minersville, Pa.
Mt. Pocono, Pa.
Mountain Home, Pa.
Palmerton, Pa.
Port Carbon, Pa.
Portland, Pa.
Pottsville, Pa.
St. Clair, Pa.
Schuylkill Haven, Pa.
Slatington, Pa.
Stroudsburg, Pa.
Tamaqua, Pa.
Tower City, Pa.
Tremont, Pa.

(5)

Callicoon, N.Y.
Carbondale, Pa.
Eldred, N.Y.
Ellenville, N.Y.
Forest City, Pa.
Hawley, Pa.
Honesdale, Pa.
Jeffersonville, N.Y.
Liberty, N.Y.
Livingston Manor, N.Y.
Monticello, N.Y.
Roscoe, N.Y.
Waymart, Pa.

(6)

All Wilkes-Barre, Pa. Stores
Edwardsville, Pa.
Dallas, Pa.
Nanticoke, Pa.
Pittston, Pa.
Plymouth, Pa.
Shickshinny, Pa.
West Pittston, Pa.
Wyoming, Pa.

(7)

All Shamokin, Pa. Stores
Berwick, Pa.
Bloomsburg, Pa.
Danville, Pa.
Freeland, Pa.
Hazleton, Pa.
McAdoo, Pa.
Selinsgrove, Pa.
Sunbury, Pa.
Weatherly, Pa.
West Hazleton, Pa.
White Haven, Pa.

(8)

All Williamsport, Pa. Stores
Hughesville, Pa.
Lewisburg, Pa.
Loyalsock, Pa.
Mifflinburg, Pa.
Milton, Pa.
Montoursville, Pa.
Muncy, Pa.
Old Lycoming, Pa.
Watsontown, Pa.

(9)

Ashland, Pa.
Mahanoy City, Pa.
Mt. Carmel, Pa.
Shenandoah, Pa.

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MAY 28 1963

R.C.U., Local 1687
1228, Miners Bank
Wilkes-Barre, Pa.

U. S. DEPARTMENT OF L
BUREAU OF LABOR STATIST
WASHINGTON 25, D. C.

May 20, 1963

Mr. Fred Blair
Secretary-Treasurer
Retail Clerks International Association #1393
1228-1230 Miners National Bank Building
Wilkes Barre, Pennsylvania

Dear Mr. Blair:

We have in our file of collective bargaining agreements a copy of your agreement(s) covering the Great Atlantic & Pacific Tea Company. Atlantic Division, Scranton Unit, in Northeastern Pa. and Southern, New York.

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 2200

2. Number and location of establishments covered by agreement 120 STORES IN N.E. PENNA. + SOUTH CENTRAL N.Y.

3. Product, service, or type of business RETAIL FOOD STORES

4. If previous agreement has been extended without change, indicate new expiration date

Fred Blair
(Your name)

SEC.-TREAS
(Position)

1228 MINERS BANK BLDG
(Street)

WILKES-BARRE, PA.
(City and State)