

Un. National Tea - Red Owl &
AUG 30 1962

A & P TEA COMPANY
10/22/61 - 10/24/64

10/64

This Agreement, embodying the 1938 agreement and changes made thereto from time to time thereafter to the present date, without interruption of continuity, made, entered into May 24th, 1962 and effective the 22nd day of October, 1961, except as otherwise provided herein, by and between THE GREAT ATLANTIC & PACIFIC TEA CO., INC., of Milwaukee, Wisconsin, operating retail grocery stores in Milwaukee County, City of Waukesha, Village of Elm Grove, and Village of Menomonee Falls, Wisconsin, hereinafter referred to as the Employer, regulating hours of labor of persons employed in said stores, and the RETAIL STORE EMPLOYEES UNION, LOCAL NO. 444, AFL-CIO, of Milwaukee, Wisconsin, hereinafter referred to as the Union.

ARTICLE I - RECOGNITION

A. The Company recognizes the Union as the sole bargaining agency for all employees, as hereinafter defined, employed in its retail stores in Milwaukee County, City of Waukesha, Village of Elm Grove, and village of Menomonee Falls, Wisconsin, for the purpose of negotiations in respect to rates of pay, hours of employment, working conditions, and for the purpose of adjusting any grievance or complaint under this Agreement that may arise in the future.

B. The term "Company" as used in this Agreement shall refer and relate to retail stores of The Great Atlantic & Pacific Tea Co., Inc., in Milwaukee County, City of Waukesha, Village of Elm Grove, and Village of Menomonee Falls, Wisconsin.

C. The term "employee" as used in this Agreement shall include all employees working in the retail stores of the Company in Milwaukee County, City of Waukesha, Village of Elm Grove, and Village of Menomonee Falls, Wisconsin, who are actively engaged in the handling or selling of merchandise, except those employees under the jurisdiction of the Meat Cutters Union, and store manager, stock auditors, specialty men and demonstrators employed by vendors.

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

E. No salesman shall handle or stock any merchandise in the store excluding the meat department, except rack-jobbers and driver-salesmen engaged in servicing the retail stores under prevailing practices with merchandise directly from a delivery vehicle at the point of delivery. It is understood that the above shall not apply in new stores during the first week after the store is opened. (UP)

ARTICLE II - WAGES AND WORKING CONDITIONS

A. Minimum wage rates will be as provided in Schedule "A" attached. (P. 7)

B. Proven comparable experience within five (5) years, as shown on the application for employment, shall be the basis for determination of new employee's rate of pay. D 47
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C. Claim for rate adjustment based on previous experience must be filed in writing with the Company within sixty (60) days from date of employment, otherwise the employee forfeits any claim under this provision. C 43
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D. Any clerk substituting for a department head shall receive the rate of pay for said department when the employee works or performs the duties of the department head for one week or more.

E. There shall be at least one (1) first clerk and one (1) produce department head in each Super Store, and there shall be at least one (1)

first clerk or one (1) produce department head in each Special Development Store.

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F. No full time female employee shall have her hours allocated in such a manner that she is required to work more than two (2) nights per week.

G. Full time clerks will be given first consideration for full-time jobs.

H. Part time employees shall thereafter be given first opportunity to fill full-time jobs in the order of their seniority.

I. The Employer agrees not to employ two (2) or more part-time people where it is possible to employ one (1) or more full-time employees.

J. No split shifts shall be permitted. Each employee in going to work shall be guaranteed and paid for at least four (4) consecutive hours of work.

K. It is agreed that when an employee is advanced from part-time to regular classification, that the total hours of part-time employment shall be divided by the basic work week to establish the full-time rate of pay.

ARTICLE III - OVERTIME

A. The basic work week for regular full-time employees shall consist of forty (40) hours to be worked in five (5) eight (8) hour days. Time and one-half ($1\frac{1}{2}$) the regular time shall be paid for work performed in excess of forty (40) hours per week, or in excess of five (5) days per week, or in excess of eight (8) consecutive hours, exclusive of lunch hour.

B. Double time shall be paid for work performed on Sundays and holidays.

C. Employees shall not be required to work on Sunday.

D. For all employees, rotation of Sunday work is desirable. However, where rotation does not adversely affect the employer's operation, the employer shall endeavor to institute same.

E. It is agreed that there will be no duplication of overtime wage payments.

F. No employee shall receive a reduction in hourly or weekly wages because of the operation of this Agreement.

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ARTICLE IV - REST PERIODS

Full-time employees shall receive two (2) rest periods daily of fifteen (15) minutes each, without loss of pay. The first shall occur in the morning and the second in the afternoon. Part-time employees working four (4) consecutive hours shall be entitled to one (1) fifteen (15) minute rest period per day without loss of pay.

ARTICLE V - SENIORITY

It is agreed that ability being equal, that when lay-offs are necessary, the employee last hired shall be the first laid off, and in rehiring the last employee laid off shall be the first rehired.

ARTICLE VI - NIGHT STOCKING

A. An employee working as a night stocker shall be paid ten cents (10¢) per hour in addition to his regular hourly rate for such work performed between 6:00 P.M. and 7:00 A.M., provided such employee works beyond the normal store closing hour. If such employee does not work beyond the normal store closing hour, the night premium of ten cents (10¢) per hour shall not be paid.

B. Any employee who is scheduled to work as a night stocker on a Sunday or holiday night shall have completed his work not later than 7:00 A.M. on the previous Saturday, or by 7:00 A.M. on the day preceding the holiday.

ARTICLE VII - HOLIDAYS

A. No work shall be required on Sunday, Christmas Day, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or days celebrated as holidays. No work shall be performed on holidays, except where such work is necessary due to the opening of a new store or the re-opening of a store after alteration or remodeling.

B. All clerks regularly working forty (40) hours per week shall receive eight (8) hours' pay for any of the holidays named above, in addition to the hours actually worked during the week in which they occur.

C. During a holiday week such clerks shall not be required to work in excess of thirty-two (32) hours per week. Any work performed in excess of thirty-two (32) hours shall be compensated for at the rate of time and one-half ($1\frac{1}{2}$) the regular time. Such overtime pay shall be in addition to the holiday pay above provided for.

D. All part-time employees working twenty (20) hours or more per week shall receive holiday pay for the number of hours that such an employee would have normally worked had the holiday not fallen on his or her normally scheduled work day for all holidays set forth in the contract. The previous four (4) weeks will be used to determine the average hours worked, as well as the average hours the part-time employee would have worked on the day of the holiday.

ARTICLE VIII - VACATIONS

A. All forty (40) hour employees who have completed one (1) year's service shall be given one (1) week's vacation with full pay.

B. All forty (40) hour employees who have completed two (2) years' service shall be given two (2) weeks' vacation with full pay.

C. All forty (40) hour employees who have completed ten (10) years' service shall be given three (3) weeks' vacation with full pay.

D. Effective January 1, 1962, all forty (40) hour employees who have completed twenty (20) years' service shall be given four (4) weeks' vacation with full pay.

E. Part-time people who have averaged twenty-four (24) hours per week or more for the year preceding their anniversary date shall receive a pro-rata vacation.

For example: If they have averaged twenty-four (24) hours per week for the preceding year they shall receive twenty-four (24) hours vacation pay.

If they have averaged twenty-six (26) hours per week for the preceding year they shall receive twenty-six (26) hours vacation pay.

F. If a holiday occurs during an employee's vacation, he or she shall be paid an additional day's pay or receive an extra day off in addition to the vacation pay.

G. Pay for such vacation period shall be equivalent to such employee's average weekly wage.

H. Employees whose services are terminated for any reason except proven dishonesty will receive their earned vacation upon such termination of service.

ARTICLE IX - UNION OFFICER

A. The Employer agrees to permit an authorized representative or officer of the Union to have free access to the stores at all hours in which said stores are open for business for the purpose of communicating with the employees employed therein, or for the purpose of conferring with the management, but such representatives or officers shall not interfere with the duties of any said members or the business of the Employer.

B. The Union Store Card may be displayed in all places where members of Local No. 444 are employed. The store card shall be removed at the

request of the union.

C. The Union shall be furnished space in each store for posting of union notices.

ARTICLE X - POSTING OF WORK SCHEDULES

A. The hours of each employee shall be scheduled by the Company. A work schedule for all employees shall be posted in each store not later than noon Friday of the current week for the following week.

B. In scheduling part-time employees, the Employer shall schedule them for a minimum of twelve (12) hours per week. When scheduled they shall not be reduced below twelve (12) hours in such week, it being understood that this cannot apply to an employee called in for replacement of another employee or to an employee called in to work when fewer than twelve (12) hours remain in the week.

ARTICLE XI - DISCHARGE AND ARBITRATION

A. Nothing herein contained shall prevent the Employer from discharging any employee, subject to subsequent arbitration when demanded by the Union, where employee feels aggrieved by such discharge; also providing such grievance cannot be amicably settled between the Union and the Employer.

B. The Union shall give notice to the Company of any grievance or dispute within ten (10) working days after such grievance or dispute. Failure to comply with the above outline procedure shall serve to render invalid any grievance or dispute. This provision shall apply unless otherwise provided in the contract or by State Law.

C. In case any dispute arises concerning the interpretation of this Agreement, or any grievance that cannot be adjusted amicably between the Employer and the representative of the employees, then the matter in its entirety shall be submitted to a Board of Arbitration to be selected as follows:

One member to be selected by the Employer, one (1) by the Union, and these two (2) shall meet within three (3) days and select a third (3rd) party to act as Chairman. In case these two (2) cannot agree on a third (3rd) party within three (3) days, the Calendar Clerk of the Circuit Court of Milwaukee County shall appoint the third (3rd) person. If he fails to, or refuses to act, the Director of the Federal Mediation and Conciliation Service shall be requested to submit a panel of five (5) from which the third (3rd) arbitrator shall be selected. The decision of the Arbitration Board shall be final and binding on both parties. Expenses of the third (3rd) person shall be shared equally between the Employer and the Union.

ARTICLE XII - LEAVE OF ABSENCE

A. Applications for leave of absence must be in writing and directed to the attention of the personnel department. When granted leave of absence not to exceed ninety (90) days, within any one (1) year of employment, employees will be reinstated without loss of seniority.

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B. A pregnant leave of absence shall be granted to an employee provided she has at least one (1) year of continuous full-time service and that the request for leave of absence is supported by a physician's statement certifying that the employee is pregnant and the anticipated birth date. Such leave of absence shall be not later than the end of the sixth (6th) month of pregnancy, and shall expire no later than three (3) months after the anticipated date of birth, unless employee has a physician's statement of inability to work and then employee's leave may be extended an additional three (3) months. Failure to notify the Employer by the end of the sixth (6th) month of the need for a pregnancy leave shall forfeit the right for such leave and when the employee leaves, she shall be considered to have resigned. In determining length of service for the purpose of progression in the wage schedules and vacations, such time while on pregnancy leave shall not be counted. Employees on leave of absence shall not be entitled to holiday pay.

C. Where the Union requires the services of any of its members, the

Employer will grant a leave of absence for one (1) year without loss of seniority to such an employee.

D. Where employees have been granted leave of absence, vacations will be granted on actual time worked.

E. No employee will be given a leave of absence unless he is at least one (1) year in the employ of the Employer.

F. An employee may not accept other employment while on leave of absence, and may be terminated for violation of this provision, except where written consent had been obtained from the Employer.

G. The Employer agrees to pay full-time employees for necessary absences on account of death in the immediate family up to and including a maximum of three (3) scheduled work days at straight-time provided the employee attends the funeral. The term "immediate family" shall mean spouse, parents, child, brother, sister, father-in-law, mother-in-law, or any relative residing with the employee or with whom the employee is residing.

H. The Employer shall grant to the regular full-time employees who are required to serve on jury service the difference between the employee's regular straight-time weekly earnings, not to exceed forty (40) times the employee's straight-time hourly rate of pay, and any jury fee paid to the employee. The employee shall notify the Employer upon receipt of jury service notice as soon as practicable. When an employee is released for a day or part of a day during any period of jury service, he shall report to his store for work.

ARTICLE XIII - HEALTH AND WELFARE

A. The Company shall contribute Sixteen Dollars (\$16.00) per month by the tenth (10th) day of the month for each of its employees, who on the first (1st) day of each month has been employed for three (3) calendar months or more and has averaged twenty-four (24) hours or more per week for at least four (4) weeks. Such payments shall be made into a Fund known as Milwaukee Area Retail Food Clerks Unions and Employers Insurance Fund, which will have for its purpose the providing of health and welfare benefits for eligible employees working for the employer under the terms and conditions of this Agreement. The nature, type and extent of the health and welfare benefits to be provided shall be such as the Trustees in their discretion shall determine, and which are in accordance with the Trust Agreement. The Trust Fund is to be jointly administered by Trustees representing the Company and the Union.

B. In the event a covered employee works less than an average of twenty-four (24) hours per week for eight (8) consecutive weeks, such welfare premium shall be discontinued until such employee again works and average of twenty-four (24) hours or more per week for four (4) consecutive weeks when such welfare premium will be paid without any waiting period.

C. The Company's welfare plan including sick pay, life insurance, hospital and surgical-medical insurance, weekly health and accident insurance shall be discontinued.

D. Contributions will be continued by the Employer for a period of eight (8) weeks on an employee who is not on the payroll due to illness or injury.

E. Employer Trustees to be instructed to immediately allow employees on Leave of Absence or temporary layoff to continue their Welfare Coverage by personally making contributions up to a maximum of six (6) months.

ARTICLE XIV - PENSION

A. Effective November 1, 1963, the Employer shall pay five cents (5¢) per hour for all hours worked at straight time, for all employees covered by this Agreement into an Employer-Union Pension Fund, which shall be jointly administered by the Union and the Employer as provided in an agreement establishing such Pension Fund.

B. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the employer as provided in a Pension Plan, the

terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan, shall among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income therefrom shall be paid out of the Pension Fund.

C. Said Pension Plan and the Trust Agreement establishing the Pension Fund shall be submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Sec. 401, et. seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

D. It is agreed by and between the parties hereto that when the Pension Plan is approved by the United States Treasury Department and the United States Department of Labor and becomes operative and the employer makes contributions into the Fund those employees covered by this agreement shall automatically cease to participate in the Employer's Retirement Plan then in effect.

E. The employer shall be represented by two of its employees, or some other representative, on the Board of Trustees administering such Pension Plan. A copy of the Trust Agreement and any amendments thereto shall be made a part hereto as if herein at length set forth, when adopted.

F. If for any reason the United States Treasury Department and the United States Department of Labor withholds approval and rulings satisfactory to the Employer, the parties to this agreement hereto agree to negotiate other fringe benefits or wages increase in the amount of 5¢ per hour for all hours work at straight time in lieu of payments into the Pension Fund, and that those employees who are eligible will continue to participate in the Employer's Retirement Plan.

ARTICLE XV - TERM OF AGREEMENT

Changes negotiated in this Agreement shall become effective the Monday following the signing of this Agreement, except as otherwise provided herein. Increases in wage rates shall be paid retroactively to October 22, 1961 on a straight time hourly rate basis for hours worked, not to exceed the weekly wage increase for the respective wage classification for forty (40) hours of straight time work.

This Agreement shall continue in full force and effect to October 24, 1964, and shall further continue in full force and effect from year to year thereafter, unless written notice to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to such annual date of expiration.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this ____ day of _____, 1962.

FOR THE EMPLOYER

FOR THE UNION

SCHEDULE "A" - WAGES

Retail Store Clerks

A. Male employees working twenty-four (24) hours or more per week shall be subject to the following wage scale:

$D \frac{69}{2}$ $D \frac{71}{2}$

| | Per Hr | Effective | Per Hr | Effective | Per Hr | Effective |
|---------------|--------|-----------|--------|-----------|--------|-----------|
| | | 10/22/61 | | 10/21/62 | | 4/19/64 |
| 0 to 6 mos. | 1.895 | 75.80 | 1.995 | 79.80 | 2.07 | 82.80 |
| 6 to 12 mos. | 1.97 | 78.80 | 2.07 | 82.80 | 2.145 | 85.80 |
| 12 to 18 mos. | 2.045 | 81.80 | 2.145 | 85.80 | 2.22 | 88.80 |
| 18 to 24 mos. | 2.233 | 89.30 | 2.333 | 93.30 | 2.408 | 96.30 |
| After 24 mos. | 2.393 | 95.70 | 2.493 | 99.70 | 2.568 | 102.70 |

The above part-time rates apply to those male part-time employees on the payroll May 28, 1950, or prior thereto, and who are regularly working eleven (11) hours or more per week.

B. Female Employees working twenty-four (24) hours or more per week shall be subject to the following wage scale:

| | | | | | | |
|---------------|-------|-------|-------|-------|-------|-------|
| 0 to 6 mos. | 1.756 | 70.25 | 1.856 | 74.25 | 1.931 | 77.25 |
| 6 to 12 mos. | 1.825 | 73.00 | 1.925 | 77.00 | 2.00 | 80.00 |
| 12 to 18 mos. | 1.90 | 76.00 | 2.00 | 80.00 | 2.075 | 83.00 |
| 18 to 24 mos. | 2.025 | 81.00 | 2.125 | 85.00 | 2.20 | 88.00 |
| After 24 mos. | 2.15 | 86.00 | 2.25 | 90.00 | 2.325 | 93.00 |

The above part-time rates apply to those female part-time employees on the payroll May 28, 1950, or prior thereto, and who are regularly working eleven (11) hours or more per week.

C. SUPER STORES ONLY:

| 1st Clerk & Produce | |
|---------------------|---|
| Dept. Heads.... | 2.905 116.20 3.005 120.20 3.08 123.20 |
| Head Cashiers... | 2.304 92.15 2.404 96.15 2.479 99.15 |

D. SPECIAL DEVELOPMENT STORES ONLY

| 1st Clerks or Produce | |
|-----------------------|--|
| Dept. Heads.... | 2.718 108.70 2.818 112.70 2.893 115.70 |

E. PART-TIME EMPLOYEES hired after May 28, 1950 and regularly working less than twenty-four (24) hours per week shall be subject to the following wage scale and effective February 1, 1960, all part-time employees hired as of this date shall be subject to the following wage scale:

| | | | |
|---------------|-------------|-------------|--------------|
| 0 to 6 mos. | 1.60 per hr | 1.70 per hr | 1.775 per hr |
| 6 to 12 mos. | 1.72 " " | 1.82 " " | 1.895 " " |
| 12 to 24 mos. | 1.77 " " | 1.87 " " | 1.945 " " |
| After 24 mos. | 1.825 " " | 1.925 " " | 2.00 " " |

Accumulated part-time hours for full-time experience rate:

| | |
|-------------------|-----------------|
| 0 to 6mos. equals | (0-1040 hrs) |
| 6 to 12 | (1041-2080 hrs) |
| 12 to 18 | (2081-3120 hrs) |
| 18 to 24 | (3121-4160 hrs) |
| Over 24 | (over 4160 hrs) |

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

Mr.
AUG 30 1962

August 9, 1962

Mr. Edward M. Stadelmann, Business Manager
Retail Clerks International Association, Local #1469
953 North 27th Street
Milwaukee 8, Wisconsin

not filed 444

Dear Mr. Stadelmann:

We have in our file of collective bargaining agreements a copy of your agreement(s) with the Retail Food Stores. This agreement expired October 1961.

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 2500 (approx)
 2. Number and location of establishments covered by agreement Approximately 105 Store Milwaukee + Waukesha Counties
 3. Product, service, or type of business Groceries
 4. If previous agreement has been extended without change, indicate new expiration date _____
- Ed M. Stadelmann (Your name) Ex. Dir. (Position)
953 no 27th St (Street) _____ (City and State)