

DEC 20 1960

# AGREEMENT

This Agreement made and entered into this 16th day of September, 1960 between The Great Atlantic & Pacific Tea Company, Inc., Balto. Unit (hereinafter referred to as "Employer") a participating member of Baltimore Food Employers Labor Relations Association (hereinafter referred to as "Employers Council") and the Retail Store Employees Union, Local No. 692, chartered by the Retail Clerks International Association, (hereinafter referred to as the "Union").

## WITNESSETH:

WHEREAS, the Employers Council is an employer association of food chains in and about the Baltimore, Maryland area and, as bargaining agent for its member companies, has negotiated with the bargaining committee of the Union; and

WHEREAS, the parties hereto, through local industry-wide bargaining, desire to establish uniform standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious and efficient cooperation and mutual benefit.

## SECTION 1. RECOGNITION

(A) The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all of its employees (other than store managers, meat department and supervisory employees), coming under the jurisdiction of Retail Store Employees Union, Local No. 892, in the stores in the areas set forth in Exhibit B, attached hereto and made a part hereof.

(B) All work and services connected with, or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail establishments covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above for which the Union is recognized as the collective bargaining agency by the Employer.

1. This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to initial special displays unless they have a tendency to become constant or too often.

(C) The Employer further agrees that if the Employer should establish a new store or stores within the jurisdiction of the Union as set forth in Exhibit B, this Agreement shall apply to such new store or stores. In the event the Employer engages in department or

discount type stores, then the Employer and the Union shall negotiate as to the terms for wages and hours for such employees.

## SECTION 2. UNION SECURITY

(A) All employees shall as a condition of employment, become and remain members of the Union on and after the thirty-first (31st) day following the date of employment, or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is the later.

(B) Upon failure of any employee to become or remain a member of the Union within the period and under the conditions specified in paragraph A above, the Union shall notify the Company in writing of such failure and the Employer shall immediately upon receipt of such notice, but not more than seven (7) days thereafter, discharge any such employees, as provided in the Labor Management Relations Act of 1947, as amended.

(C) The Employer may display in each store the Union Store Card or Decal as furnished by the Union and agrees to surrender same upon demand of the Union.

(D) The Employer will notify the Union in writing within thirty (30) days from the date of employment, reinstatement or transfer into the bargaining unit of any employee, of the name of such employee, the home address, job classification, and the date of employment, reinstatement or transfer.

(E) It is further understood that all newly hired employees shall be on probation for the first thirty (30) days of employment and may be discharged by the Employer, giving Union no cause of dismissal within this period.

(F) All previous supermarket experience with employers under contracts with Retail Store Employees Union Local No. 602 or any newly hired employee within the preceding three (3) years, proven by verification or ability, shall be recognized for the sole purpose of establishing the pay scale to which the employee is entitled. ~~The~~ Employer, employee and the Union will make every effort to verify all previous experience claimed on the employee's application for employment. If, however, complete information cannot be obtained within the first three (3) months of employment, the pay scale shall be determined by the Employer on the basis of whatever verification of experience has become available and the employee's ability. The Employer agrees to notify the Union no later than thirty (30) days after employment if complete verification of experience has not been obtained. Employees terminated prior to verification of previous experience to receive starting rate.

### SECTION 3. SENIORITY

(A) Seniority for the purpose of this contract shall be calculated by continuous service from the last date of employment (except as otherwise provided). Seniority list for all full

time employees and a separate list for all part time employees shall be set up by the Employer and shall be furnished to the Union upon request. Seniority areas governing this agreement are outlined in Exhibit C, attached hereto and made a part hereof. Seniority shall prevail in the following instances in the manner as listed hereafter:

(B) The Employer agrees to give a week's notice or a week's pay in lieu of a week's notice to full time employees with six (6) months service and three (3) days notice or three days pay to part time employees with twelve (12) months service who are laid off due to lack of work. All employees likewise shall give a week's notice prior to intended resignation. It is mutually agreed that after termination notice has been given by either party, no new request for sick benefits shall be granted.

(C) Employees laid off due to the store closing or reduction of employment shall be laid off by order of the most recent hired and shall be rehired in the reversed order of the layoff, with due consideration given job classification. Employees laid off and subsequently recalled within six (6) months will retain former seniority. Employer agrees to go beyond the seniority areas in the case of full time layoffs in distressed areas. However, Employer will decide what store to transfer the employee to. There shall be no bumping by seniority.

1. Full time employees to be laid off shall have option of part time employment, and shall be placed at the top of the part time seniority list. They shall have right of recall on any full time opening provided they can do the work.

2. Where practicable, Employer shall endeavor to combine existing part time assignments on a seniority basis, providing they can do the work, so as to provide the maximum part time employment per individual, within the definition of part time employment, and, further, to create as many full time positions as possible.

(D) The Employer recognizes the principle of seniority as being one in which the movement of an employee from one job to another or from one location to another through promotion, demotion, layoff, recall after layoff, or permanent transfer, shall be governed by the length of service of the employee, and in connection with such movement the Employer may take into consideration as to each employee involved his ability to perform the work.

(E) Employees having more than one (1) year's seniority on either the night or day shift shall have the right to request a transfer to or from the night or day shift on an individual store basis.

(F) Employees on leave of absence, sick leave, or maternity leave shall retain their former standing on all seniority lists.

(G) The Employer agrees to advise the Union weekly on all increases, monthly on all terminations, and will continue to advise the Union of newly hired employees as in the past, but not later than thirty (30) days.

(H) Part time employees who desire to obtain full time work shall request same in writing to Company Personnel Office and the Union. When full time openings occur, preference shall be given to the part time employee in the order of the date the request was received at the Personnel Office.

(I) Part time employees shall receive credit toward full time service based on a conversion ratio of two thousand eighty (2,080) part time hours equal one (1) year of full time work for wage rates only.

(J) Employer has the right to discharge any employee for good cause, including but not limited to dishonesty, intoxication during working hours, provided, however, that no employee shall be discharged or discriminated against because of membership in the Union or for Union activities.

#### SECTION 4. WAGES

Wage scales are set forth in Exhibit A, attached hereto and made a part hereof.

#### SECTION 5. HOURS AND OVERTIME

(A) The guaranteed basic work week for all full time employees shall be forty (40) hours per week, consisting of five (5) eight (8) hour days.

1. All time worked by any employee in excess of eight (8) hours in one day, five (5) days in one week, or forty (40) hours in one week or in excess of thirty-two (32) hours in any week in which one (1) of the specified holidays falls shall be deemed overtime and paid for at the overtime rate of time and one-half of the employee's regular rate of pay, except as may be provided in Section 7 (B).

2. Full time employees shall be paid at the overtime rate for all hours worked after 6:00 P.M. except two (2) nights per week.

3. All time worked before 7:00 A.M. or after 10:00 P.M. shall be paid for at the overtime rate except for those employees on the night shift.

4. There shall be no split shifts.

5. The regular day's work for all full-time employees shall be worked within nine (9) consecutive hours and all employees shall receive one (1) hour off for lunch at approximately the middle of the working day, except that any employee may receive only one-half ( $\frac{1}{2}$ ) hour meal period when he works within eight and one-half ( $8\frac{1}{2}$ ) consecutive hours provided it is mutually agreed upon. The meal period shall not begin before three (3) hours work, nor later than five (5) hours of work.

6. On days where overtime is worked, if the second meal period is taken, it shall consist of one-half ( $\frac{1}{2}$ ) hour's duration only.



The taking of the second meal period will be only by mutual consent of employee and Employer.

7. Any employee required to work his meal period shall receive pay for that period of time at the overtime rate of time and one-half the regular rate of pay.

8. All full time employees reporting for work at their scheduled time shall be guaranteed a full day's work of eight (8) hours with pay. In the event such an employee is called to work on his pre-designated day off, he shall be guaranteed a minimum of four (4) hours' pay at the overtime rate of time and one-half.

9. Part time employees who report to work pursuant to instructions and are not given work shall be paid for four (4) hours, if available, but in no event for less than three (3) hours.

10. The Employer may establish as many shifts as necessary and the starting time of such shifts shall be optional with the Employer.

11. Overtime shall be worked at the designation of the Employer. The overtime pay shall be computed on a daily or weekly basis but not for both. In the working of overtime, consideration shall be given to the ability and practicability of the employee involved to perform assigned work.

(B). 1. A night crew employee is one who is scheduled for work on a night crew two (2)

or more nights in any one (1) week. No employee shall be required to work a day and night shift in the same work week.

2. Any employee working on the night crew two (2) or more nights during the week shall receive the night premium for all hours worked during the entire week.

a. Any time worked by a member of a night crew prior to store closing, or after 9:00 A.M. shall be paid at time and one-half of the employee's regular rate of pay which shall be in addition to his night premium.

3. Each employee working on the night shift will receive an additional fifteen cents (15¢) per hour which shall be over and above the regular rate of pay for the same or similar day job.

4. One person will be designated as the man in charge of the night crew for the entire store, which includes grocery, produce, and meat department.

a. The man in charge of night crew will receive in addition to his night premium an additional six dollars (\$6.00) per week.

5. Any regular member of the night crew will receive his basic weekly wage plus his night premium in the computation of his overtime, vacation or holiday pay.

6. The meal period for night crew members shall be one-half ( $\frac{1}{2}$ ) hour duration only.

7. A night crew may work four (4) ten (10) hour shifts at straight time by mutual agreement.

(C) The Employer shall post weekly in each department and/or store, a working schedule of all employees covered by this Agreement showing their daily hours of work and their predesignated day off. This notice shall be posted by the Saturday preceding each work week. The Employer shall give all full time employees seven (7) calendar days notice of any change in their predesignated day off, except in case of emergency beyond the Company's control. Employees required to work on their predesignated day off without receiving due notice as above provided shall be paid at the rate of time and one-half their straight time rate of pay for work performed on such day.

(D) All employees will be given a ten (10) minute rest period approximately in the middle of each four (4) hour shift.

(E) The Employer may schedule certain employees fifteen (15) minutes after store closing without overtime or being counted as a night worked. This shall mean the scheduled fifteen (15) minutes will be included in the eight (8) hour day.

(F) Employees shall be at their work stations ready for work at their scheduled starting time, otherwise they are reporting late.

(G) A part time employee is one who works twenty-nine (29) hours or less per week, ex-

cept during the period of June 15th to September 15th when a part time employee may work up to thirty-five (35) hours per week at the part time rate of pay.

1. When a part time employee exceeds the hours as specified in paragraph (G) above, he shall be paid at the approximate full time hourly rate of pay for all hours worked that week.

### SECTION 6. VACATIONS

(A) Full time employees with one or more years of continuous service shall be granted vacations as follows:

Annual Vacation	On Termination Pro Rata Vacation	
One (1) week uninterrupted after one year	1/12 week for each additional month	35 2 <hr/> 38-39 03
Two (2) weeks uninterrupted after three years	2/12 week for each additional month	42-43 07
Three (3) weeks after ten years	3/12 week for each additional month	46-47 14
Four (4) weeks after twenty years	4/12 week for each additional month	50-51 22

(B) Employees discharged for drinking on the job shall not be entitled to pro rata vacation pay. Employees discharged for acknowledged or proven dishonesty shall not be entitled to any vacation pay.

(C) An employee who has earned three (3) or more weeks of vacation is entitled to at least two (2) weeks uninterrupted, with the remaining period to be taken at a time convenient to both the Employer and the employee.

(D) Employees must work forty-one (41) weeks during the vacation year to qualify.

(E) Vacation time shall be computed from date of employment or anniversary of vacation eligibility date, and shall be taken at a time convenient to both the employee and the Employer, and shall be paid at the rate of pay in effect at the time the vacation is taken. Leave of absence for occupational disability compensable under Workmen's Compensation Laws shall be considered as time worked for determining vacation eligibility. Leave of absence for any other reason shall not be considered as time worked, but if the leave exceeds eleven (11) weeks within the vacation year, the vacation anniversary date shall be adjusted by the length of time of absence. The adjusted date shall be used for future vacations unless further changed by other leaves of absence.

(F) When a holiday designated in Section 7 (A) occurs during the full time employee's vacation, the employee shall be entitled to an extra day's vacation or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

(G) Seniority of employees shall be a

governing factor in selection of vacation dates.

(H) Vacation pay is to be paid to the employee prior to the day the vacation begins.

(I) Part time employees shall be entitled to a vacation on or after each anniversary date of their employment pro rated on the basis of the average straight time hours worked during the preceding year, according to the vacation formula set forth above and subject to the same conditions as pertain to full time employees.

(J) When a holiday, designated in Section 7, occurs during a part time employee's vacation, and the part time employee would ordinarily have been scheduled for work on that day, he or she shall be paid as provided in Section 7.

(K) Employee may start his or her vacation on any day which is mutually agreed upon by the Employer and the employee.

(L) Effective January 1, 1961 all full time employees shall be entitled to an additional day's vacation in lieu of George Washington's Birthday holiday within each calendar year. The employee shall have the option of attaching the day to his or her vacation, or accepting the pay in lieu of the day's vacation (at the time he or she takes a vacation), or, by mutual agreement, he or she may select a specific day off.

## SECTION 7. HOLIDAYS AND SUNDAYS

(A) The Employer agrees that the following days shall be holidays. When a holiday falls on a Sunday, the following Monday shall be observed.

New Year's Day

Easter Monday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

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1. Work may be performed on any of the hereinabove mentioned holidays, however, work as such shall be compensated for at the rate of double the employee's regular straight time rate of pay, which shall be over and above the full time pay as provided.

(B) It is further agreed that the work week during which a holiday occurs, in accordance with this Agreement, shall be considered a four (4) day week consisting of thirty-two (32) straight time hours, for which the employee shall be paid forty (40) hours pay if they qualify under Section 7 (C). All time worked over thirty-two (32) hours during said holiday week shall be compensated for at the overtime rate of time and one-half except that an employee may work forty (40) hours at straight time in addition to his or her holiday pay provided it is mutually agreed upon between Employer and employee.

1. All part time employees shall be entitled to holiday pay as set forth in this Section if a holiday falls on a scheduled work day. A part time employee shall be paid for the

normal number of hours scheduled for that day. Work schedules will not be changed to avoid holiday payments.

(C) No employee shall receive pay for any holidays not worked unless such employee has reported for work on his or her regular work day next preceding and next following said holiday. Employees shall be deemed to have reported for work if absence on the day before or the day after said holiday is due to express permission from or action of the Employer, or death in the immediate family, and also in case of certified illness, but in any event, employees off one (1) full week before a holiday and one (1) full week after a holiday would not be entitled to holiday pay, unless otherwise provided for in this Agreement.

(D) If any work is performed on Sunday, it shall be paid for at double time over and above the full time pay already provided. No employee shall be required to work Sunday unless mutually agreed by Employer and employee except in cases of emergency.

#### SECTION 8. UNION ACTIVITIES

(A) There shall be no discrimination against any employee because of Union membership. The Employer further agrees there shall be no discrimination against any Steward of the Union as a result of their activities and performance of their responsibilities. The Union agrees that neither it nor its members will engage in Union activities on the Employer's time or in the Employer's stores pro-



vided, however, that representatives of the Union shall have free access to the Employer's stores during business hours.

1. It is understood that the Stewards of the Union shall at all times be full time employees and shall be the last to be laid off in any case. Union shall furnish to the Employer a complete list of Stewards which shall be submitted from time to time as may be necessary.

2. Shop Stewards may be transferred only after two (2) weeks written notice to the Steward and the Union. During the two (2) week period, the Employer agrees to meet with the Union to discuss the transfer, if deemed necessary by either party.

3. 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 set by the Union.

## SECTION 9. ARBITRATION AND ADJUSTMENT

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(A) Should a controversy, dispute or disagreement arise during the period of this Agreement concerning the interpretation of the provisions of this Agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the Agreement, there shall be no cessation or stoppage of work or lockout because of such controversy, dispute, or disagreement, but the dif- 5/28

ference shall be adjusted in the following manner:

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(B) Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall within three (3) days commence discussion in an attempt to reach a settlement of the controversy.

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(C) If the matter is not amicably settled under B above, then either party may, on giving five (5) days notice to the other party, submit the matter to a Board of Arbitration appointed as follows:

1. One (1) member shall be appointed by the Employer involved, and one (1) member shall be appointed by the Union. They shall within three (3) days thereafter mutually select a neutral chairman who shall be disinterested and not a member of the Union, nor engaged in the same line of business as the Employer, and those three (3) shall constitute a Board of Arbitration and shall render a decision within five (5) days or such further time as the Board of Arbitration may mutually agree upon, and said decision shall be final, binding and conclusive upon all parties concerned.

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2. In the event the Board of Arbitration is unable to agree on a mutual chairman within the time limits herein prescribed, a request shall be made to the American Arbitration Association for a list of fifteen (15) arbitrators and the parties shall select therefrom one arbitrator as follows: Each of the

parties shall strike one name from the list until a last name remains, each of the parties drawing lots to determine who shall be entitled to the first strike.

3. The Arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local or of the International or which may in any way affect or change the Union Security clause, nor shall the arbitrator have the authority to effect a change in, modify, or amend any of the provisions of this Agreement or to make decisions or provisions covering wages or working conditions to be incorporated either in a new agreement or any subsequent annual agreement, except as hereinafter provided.

(D) The provisions of no strike or lockout shall not be binding on either party if the other fails to abide by the decision of the Board of Arbitration. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

(E) All complaints must be filed in writing within six (6) months after occurrence of the matter in dispute or disagreement, provided that any complaints in reference to dismissal must be filed in writing to the Employer within ten (10) days from the date of dismissal. Complaints not filed within the limits herein specified shall have no right of appeal by any party involved.

(F) During the consideration of such differences or misunderstanding neither party

shall use any coercive or retaliatory measures to compel the other party to accede to its demands.

#### SECTION 10. LEAVE OF ABSENCE

(A) The Employer agrees that any member of the Union employed by Employer during the period of this contract who is elected to permanent office in the Union or is assigned by Union to any Union activity necessitating temporary leave of absence shall be granted such leave of absence and shall, at the end of his term in the first instance or at the end of his mission in the second instance, be guaranteed reemployment at his former wage rate plus any increase or less any reduction that may have become effective during his absence, provided that he applies for reemployment forthwith upon leaving the Union.

(B) Leave of absence shall be granted up to one (1) year without pay when an employee with six (6) or more months of continuous service is unable to work because of sickness or accident, and this leave shall become effective after the final sick benefit payment is made. The disability must be attested to by a registered physician.

(C) Full time employees with twelve (12) months or more continuous service and part time employees with eighteen (18) months or more continuous service shall be entitled to maternity leave of absence without pay up to nine (9) months, provided the employee (1) before commencing such leave furnishes a

doctor's certificate and states that she intends to return to work and (2) before returning to work, furnishes the Employer with a doctor's certificate stating she is physically able to return to work and gives fifteen (15) days notice prior to such return.

## SECTION 11. WORKING CONDITIONS

(A) No member of the Union shall suffer a reduction in wage rates or an increase in hours or reduced vacation time or split shift by any provision of this Agreement or the signing thereof.

(B) The Employer will furnish and launder such store linen as it desires worn by its employees. Since this item of expense is intended to make the Employer's service more attractive to customers, members agree to cooperate by presenting a neat, clean, businesslike appearance while on duty in the stores.

(C) If a physical examination or health permit is required by the Employer or local government, all expenses attached to same shall be borne by the Employer.

(D) When a higher classified employee is absent from his position for more than one (1) day and another employee performs the job of the higher classified employee, he shall receive the appropriate rate of pay of the higher classification.

(E) The Employer agrees, in the event of temporary transfers from one town to another, to reimburse the employee on the basis of

commercial travel conveyances. This travel expense shall be computed on a daily basis.

(F) Notices concerning Union business which have been approved by the Personnel Department will be posted in designated locations in the stores.

(G) First Aid Kits for each store and all tools of the trade will be furnished by the Employer.

(H) The Employer will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States. Because the schedule of progressive wage rates provided for by Exhibit A hereof depends upon actual experience on the job, a person reemployed pursuant to this Section shall, for purposes of Exhibit A, be credited only with months of actual payroll service. A person so reemployed shall be paid at the current rate for the appropriate job classification based upon his actual job experience. At the time an employee leaves for military service, he shall receive whatever vacation pay is due him.

(I) The Employer shall have a time clock in each store for the purpose of keeping record of all hours worked by the employees.

## SECTION 12. JURY DUTY

(A) Employees actually serving on juries shall receive the difference between their straight time weekly basic pay and the

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amount received while on jury duty. They will be expected to work their regularly posted schedule on days when the jury is not in session.

(B) An employee serving on the jury shall not be required to work hours other than those during which the employee is normally scheduled and in no case shall they be required to report for less than four (4) hours.

### SECTION 13. FUNERAL LEAVE

Employees with six (6) months service, in the case of a death in the immediate family, namely of a parent, spouse, child, brother, sister or parent-in-law of employee, requiring the employee's absence from his regularly scheduled assignments, shall be granted a leave of absence up to three (3) days. When an employee's normal time off falls within the three (3) day period, he shall be reimbursed for that portion of the time normally scheduled for work, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary.

### SECTION 14. CHECK OFF

The Employer shall check off the initiation fees and monthly dues from all employees who authorize in writing such deductions and shall remit amounts so deducted within thirty (30) days after their collections to the financial secretary or designated officer of the Union.

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## SECTION 15. HEALTH AND WELFARE

(A) For the period July 23, 1960 to and including December 31, 1961, Employer shall continue its present welfare program in full force and effect as set forth in Exhibit D, attached hereto and made a part hereof.

(B) Effective January 1, 1962 and for the life of this Agreement, Employer shall contribute the sum of ten cents (10¢) per hour for each hour worked by each full time employee up to a maximum of forty (40) straight time hours per week to a jointly administered and managed health and welfare trust and plan, the details of said trust and plan and the terms and conditions thereof to be mutually agreed upon. The said ten cents (10¢) per hour shall be in lieu of any obligation on the part of the Employer to provide any health and welfare benefits other than those provided by the trust agreement and plan. Upon the establishment of said health and welfare trust, Exhibit D-1 will be attached to this Agreement, setting forth the details of said trust and plan which shall be incorporated as a part of this Agreement.

The hourly contribution by the Employer will commence with the first full payroll week following the first of the month after the completion of six (6) months of continuous full time employment with the Employer.

(C) An Employer, at its discretion, may or may not be required to designate a representative on the board of trustees, but in any



event the Employer agrees to be bound by all the decisions made by the trustees in accordance with the trust agreement to be prepared and entered into.

The Plan shall be governed by a board of trustees consisting of equal numbers to be designated by the Baltimore Food Employers Labor Relations Association and the Union.

(D) It is agreed that all questions involving health and welfare not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

#### SECTION 16. PENSION-RETIREMENT

(A) For the period July 23, 1960 to and including December 31, 1960, Employer shall continue such retirement-pension plan (if any) as was in effect under the terms of the previous agreement, as set forth in Exhibit E, attached hereto and made a part hereof.

(B) Effective January 1, 1961 and for the life of this Agreement, Employer shall contribute the sum of five cents (5¢) per hour, up to a maximum of forty (40) straight time hours per week for each hour worked by each full time employee to a jointly administered and managed pension trust, the details of said trust and plan and the terms and conditions thereof to be mutually agreed upon. It is the intention of the parties that the five cents (5¢) contribution shall be used for the purpose of providing both a monthly pension benefit and a death benefit within the actuarily

sound determination of an accredited Actuary acceptable to both Employer and the Union, and such operating expenses as may be incurred in the operation of the Fund and Plan.

(C) An Employer, at its discretion, may or may not be required to designate a representative on the board of trustees, but in any event the Employer agrees to be bound by all the decisions made by the trustees in accordance with the trust agreement to be prepared and entered into.

The Plan shall be governed by a board of trustees consisting of equal numbers to be designated by the Baltimore Food Employers Labor Relations Association and the Union.

Upon the establishment of said pension trust, Exhibit E-1 will be attached to this agreement setting forth the details of said trust and plan which shall be incorporated as part of this agreement.

(D) It is understood and agreed that the Pension Plan referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service, so as to allow the Employer an income tax deduction for the contributions paid hereunder.

(E) It is agreed that the Industry Pension Plan shall provide that it be mandatory that each employee covered by this Agreement shall retire not later than the first day of the month following his or her sixty-fifth (65th) birthday.

(F) 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.

(H) After January 2, 1961, the hourly contribution by the Employer for new employees will commence with the first full payroll week following the completion of thirty (30) days of continuous full time employment with the Employer, retroactive to the date of employment.

#### SECTION 17. SEPARABILITY CLAUSE

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiation and agreement on provision or provisions so invalidated.

#### SECTION 18. STRIKES AND LOCKOUTS

It is mutually agreed by the parties of this Agreement that there shall be no strikes 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 that any difference of opinion or misunderstanding concerning the interpretation of the provisions of this Agreement which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves, and if the parties cannot amicably adjust the differences, then the matter shall be referred to a Board of Arbitration as provided in Section 9. Nothing contained herein, however, shall compel any employee to walk through a picket line provided picket line has the sanction of his own International Union.

#### SECTION 19. DURATION OF AGREEMENT

This Agreement shall be effective from and after July 23, 1960 and shall remain in force until and including January 25, 1964, and from year to year thereafter, with the right of either party to reopen upon written notice not less than sixty (60) days prior to January 25, 1964, or the 25th day of January of any subsequent year thereafter of a desire either to change or terminate this Agreement. In the event either party serves notice, it is agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that, pending the results of such renegotiation, neither party shall change the conditions existing at the time under the contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed

by their proper corporate officers and caused their proper corporate seals to be hereunto affixed this 29th day of September, 1960.

FOR THE EMPLOYER:

THE GREAT ATLANTIC AND PACIFIC  
TEA COMPANY

W. J. Kane

F. X. Thanner

Approved:

BALTIMORE FOOD EMPLOYERS LABOR  
RELATIONS ASSOCIATION

R. D. Stickney

F. X. Thanner

C. H. Fenstemacher

FOR THE UNION:

RETAIL STORE EMPLOYEES UNION,  
LOCAL NO. 692

Alvin Akman

Harry J. Cimbolo

**THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.  
BALTIMORE UNIT**

**EXHIBIT A  
MINIMUM WAGE SCHEDULE**

42  
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July 24, 1960	Sept. 24, 1961	Nov. 25, 1962
to	to	to
Sept. 23, 1961	Nov. 24, 1962	Jan. 23, 1964
Per 40	Per 40	Per 40
Per Hr.	Hr. Wk.	Per Hr.
Hr. Wk.	Hr. Wk.	Hr. Wk.

**Classification**

Assistant Manager	\$2.675	\$107.00	\$2.80	\$112.00	\$2.925	\$117.00
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**Produce Department**

Head	2.55	102.00	2.675	107.00	2.80	112.00
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**Coffee Dairy Head**

**& Head Cashier**

1st 6 mos.	1.80	72.00	1.85	74.00	1.90	76.00
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2nd 6 mos.	1.875	75.00	1.925	77.00	1.975	79.00
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3rd 6 mos.	1.975	79.00	2.05	82.00	2.125	85.00
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4th 6 mos.	2.125	85.00	2.225	89.00	2.325	93.00
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Thereafter	2.25	90.00	2.375	95.00	2.50	100.00
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**Full Time Clerks**

1st 6 mos.	1.625	65.00	1.675	67.00	1.725	69.00
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2nd 6 mos.	1.70	68.00	1.75	70.00	1.80	72.00
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3rd 6 mos.	1.80	72.00	1.875	75.00	1.95	78.00
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4th 6 mos. ....	1.95	78.00	2.05	82.00	2.15	86.00
Thereafter .....	2.075	83.00	2.20	88.00	2.325	93.00
<b>Part Time Clerks</b>						
1st 6 mos. ....	1.50		1.55		1.60	
2nd 6 mos. ....	1.60		1.65		1.70	
3rd 6 mos. ....	1.725		1.80		1.875	
4th 6 mos. ....	1.85		1.95		2.10	
Thereafter .....	1.975		2.125		2.275	
<b>Full Time Porters</b>						
1st 6 mos. ....	1.4875	59.50	1.5875	61.50	1.5875	63.50
2nd 6 mos. ....	1.55	62.00	1.60	64.00	1.65	66.00
Thereafter .....	1.65	66.00	1.725	69.00	1.80	72.00
<b>Part Time Porters</b>						
1st 6 mos. ....	1.35		1.40		1.45	
2nd 6 mos. ....	1.40		1.45		1.50	
Thereafter .....	1.45		1.50		1.55	

The duties of the porter shall be limited to the general cleaning up of the store and carrying out of customers packages, but in no other instance shall porters be required to handle, display, or sell any merchandise sold in the store.

**INCREASES: (ACROSS THE BOARD)**

	July 24, 1960	Sept. 24, 1961	Nov. 23, 1962
Full Time Employees .....	\$ .125	\$ .125	\$ .125
Part Time Employees .....	.125	.125	.125

It is mutually agreed that the herein classified department heads will be continued in those stores classified as Super Markets by the Employer. In stores not classified as Super Markets by the Employer, it shall be the Employer's prerogative to designate department heads; however, where department heads are discontinued, there shall be appointed one head clerk who shall receive seven dollars (\$7.00) per week above the clerks scale.

The relief manager shall receive the salary of the regular store manager with a maximum of \$165.00 for a six day week, when relieving for one full week or more.

## EXHIBIT "B"

THE GREAT ATLANTIC & PACIFIC  
TEA COMPANY, INC.  
BALTIMORE UNIT  
TERRITORY COVERED BY  
THIS AGREEMENT

Stores and markets located in the territories supplied by the Baltimore Warehouse of the Company located within the jurisdiction of Retail Store Employees Union, Local No. 692, except where duly chartered locals of the Retail Clerks International Association exists.



EXHIBIT "C"  
THE GREAT ATLANTIC & PACIFIC  
TEA COMPANY, INC.  
BALTIMORE UNIT  
SENIORITY AREAS

AREA #1 Baltimore City, Baltimore County,  
Glen Burnie, Md., and Annapolis,  
Md.

AREA #2 Aberdeen, Md.  
Belair, Md.  
Chestertown, Md.  
Elkton, Md.  
Havre de Grace, Md.  
Dover, Del.  
Smyrna, Del.  
Middletown, Del.

AREA #3 Cambridge, Md.  
Easton, Md.  
Milford, Del.  
Salisbury, Md.  
Seaford, Del.  
Crisfield, Md.  
Pocomoke, Md.  
Princess Anne, Md.  
Lewes, Del.  
Rehoboth, Del.  
Exmore, Va.

AREA #4 Westminster, Md.

Employees working in the Commonwealth  
of Virginia are not affected by Section "2"

(A and B) of this Agreement except for the purpose of representation, unless or until the Virginia anti-closed shop law is declared unconstitutional or is replaced.

## EXHIBIT "D"

### THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC. BALTIMORE UNIT WELFARE

The following welfare plan is applicable under this Agreement between The Great Atlantic and Pacific Tea Company, Inc., Baltimore Unit, hereinafter called Employer, and Retail Store Employees Union, Local No. 692, which Agreement is effective for the period from July 23, 1960 to and including January 25, 1964.

The Employer will, at its cost, provide eligible employees covered by this Agreement, for the period July 24, 1960 to and including December 31, 1961, Group Life Insurance, Sickness Benefits, and Hospital and Surgical Benefits as set forth below.

(A) Life Insurance: The Employee's Life Insurance Plan as contained in the booklet entitled "Your Group Life Insurance Plan, Employees of The Great Atlantic and Pacific Tea Company, Inc., and Subsidiaries".

(B) **Sickness Benefits:** The Employer agrees that for all full time employees on the payroll June 1, 1953, 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 following schedule of payments
3 months to 1 year's 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

For all full time employees hired after June 1, 1953, the same policy shall apply except that the first bracket shall read, "6 months to 1 year's service", and the schedule of payments shall apply after the third day of illness.

(C) Hospital & Surgical Benefits: The Company will pay the entire premium for hospital and surgical coverage for all full time employees and their dependents as contained in the booklet entitled "Blue Cross & Blue Shield Medical Surgical Benefits for certain employees of The Great Atlantic and Pacific Tea Company, Inc., Baltimore Unit". This plan shall apply to all full time employees beginning with the first day of the month following the month in which the employee completes six (6) months on the payroll of the Company.

## EXHIBIT "E"

### THE GREAT ATLANTIC & PACIFIC

### TEA COMPANY, INC.

### BALTIMORE UNIT

### RETIREMENT

The Employee's Retirement Plan as revised and contained in the booklet entitled, "Outline of Employees' Retirement Plan of The Great Atlantic and Pacific Tea Company of America", providing for pensions shall be continued for the period July 24, 1960 to December 31, 1960, inclusive.

Employees of The Great Atlantic and Pacific Tea Company, Inc., covered by this Agreement who are members of the Company's Retirement Plan, shall in consideration of the Agreement by the Employer to con-

tribute to the Industry Pension Plan, enabling each of its members to participate therein, withdraw from, surrender, release and relinquish what ever rights, privileges and benefits he has, if any, in the Employer's Retirement Plan prior to January 1, 1961. To formalize the foregoing release on behalf of each of said employees, the Union will make every effort to deliver to Employer signed releases which must be in a form to be approved by Employer from each of said employees. It is further understood, however, that the Employer will exercise its right to amend its Retirement Plan as provided therein, to exclude all employees covered by this Agreement whether or not a signed release for any employee is delivered to the Employer.

Effective January 1, 1961, no employee of the Employer who is represented by Retail Store Employees Union, Local No. 692, shall be eligible to participate in any retirement plan of the Employer.

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SAME AS ↓