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*Box 4/62*  
**Agreement**

BETWEEN

**THE  
GREAT ATLANTIC & PACIFIC  
TEA COMPANY, Inc.**

Buffalo, New York

and

**RETAIL CLERKS  
INTERNATIONAL ASSOCIATION  
Local No. 212**

Buffalo, New York

JUNE, 1961



# Agreement

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TEA COMPANY, Inc.**

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INTERNATIONAL ASSOCIATION  
Local No. 212**

Buffalo, New York

JUNE, 1961

# MEMORANDUM

TO : THE SECRETARY OF DEFENSE

FROM : [Illegible Name]

SUBJECT: [Illegible Subject]

# AGREEMENT

This Agreement by and between The Great Atlantic & Pacific Tea Company, Inc., Buffalo, New York, hereinafter known as the "Employer", and the Retail Clerks Union No. 212, of Buffalo, New York, chartered by the Retail Clerks International Association, affiliated with the AFL-CIO, hereinafter known as the "Union", is entered into this 15th day of June, 1961.

## Article I

### RECOGNITION CLAUSE

- (a) The Employer recognizes the Union as the exclusive bargaining agent for the Employees classified in Article III in Buffalo, Niagara Falls, Tonawanda, North Tonawanda, Lackawanna, Williamsville, Hamburg, Snyder, Kenmore, Lancaster and Cheektowaga, New York in all matters concerning wages, hours and conditions of employment.
- (b) The Local shall be the sole representative of those classifications of employees as covered by this Agreement in collective bargaining with the Employer. The Employer agrees that any and all employees covered by this Agreement, and within the classification of work as herein provided, shall become and remain members of the Local in good standing as a condition of continued employment on or after the thirty (30) days following the beginning of their employment or the effective date of this Agreement, whichever is later.

## Article II

### MANAGEMENT CLAUSE

The management of the business in all its

phases and details shall remain vested in the Employer. The rights of the Employer and the employees shall be respected, and the provisions of this contract for the orderly settlement of all questions regarding such rights shall be observed.

### **Article III**

#### **JOB CLASSIFICATION**

(a) **ASSISTANT MANAGER**

The employee designated by the Employer as Assistant Manager in a self-service store is one who is able to do or supervise all ordering, receiving, checking, pricing, stocking, displaying all merchandise and the checkout operation and bookkeeping system.

(b) **PRODUCE DEPARTMENT HEAD**

The employee designated by the Employer as Produce Department Head shall be responsible for the efficient operation of the Produce Department.

(c) **HEAD CASHIER**

The employee designated by the Employer as Head Cashier in a self-service store is one who can supervise and/or perform all the functions of the checkout operation to the satisfaction of the Employer. This includes the proper checking out of merchandise, handling of all money, balancing of registers, and seeing to it that all persons involved in the checkout operation perform their duties in the proper manner, and that all customers are given proper service at the checkouts. The Head Cashier must also be qualified to make shelf price checks, to keep operating records and reports and handle such other bookkeeping

or personnel functions that the Employer may direct.

(d) **COFFEE-DAIRY DEPARTMENT HEAD**

The employee designated by the Employer as Coffee-Dairy Department Head shall perform all the duties and functions as directed and assigned by the Employer.

(e) **FULL-TIME CLERKS AND CASHIERS**

All full-time employees of the Grocery Department except (a), (b), (c) and (d).

(f) **PART-TIME CLERKS AND CASHIERS**

An employee is considered a part-time clerk or cashier if his regularly scheduled work week is (30) hours or less.

## **Article IV**

### **PART-TIME EMPLOYEES**

- (a) Part-time employees who work any part of a Holiday Week shall be paid a pro rata allowance for the holiday based on one-fifth (1/5) of the average number of hours worked in the four (4) weeks immediately preceding the holiday week.
- (b) Part-time employees who have worked a minimum of 450 hours in the 52 weeks preceding their anniversary date shall be paid a vacation allowance on anniversary of employment, the amount of which shall be determined by dividing by 52 the total hours worked in the year preceding the anniversary date. Actual time off, if requested, may be taken at a mutually convenient time during the current calendar year. Part-time employees will not be required to take vacation time off unless they so desire.

- (c) It is agreed that to simplify the process of granting increases based on length of service, all such increases which become due in any calendar month, shall be made effective as of the first day of the week in which the 15th of the month occurs. Time lost due to illness or any other absence, including lay-off, in the first year of employment in excess of a total of 90 days shall not be counted in determining length of service wage rates.
- (d) In scheduling part-time employees, the oldest part-time employee shall be scheduled first for the available hours not to exceed thirty (30) hours in the work week.
- (e) Part-time employees shall be given first consideration to fill full-time jobs when a full-time job is available, before any new full-time employee is hired; if no part-time employee is available for the full-time job, then the Company may hire from its own source. If there is more than one part-time employee available for the full-time job and seniority is equal then ability of said employees to fill the job shall be equally considered.
- (f) When a part-time clerk is scheduled to report for work on any day, he shall be guaranteed six (6) hours' work on that day.
- EXCEPTIONS—Except when school hours and store hours make this impossible for part-time employees attending school. No scheduled part-time employee shall work less than sixteen (16) hours per week excepting due to absence of any scheduled full-time or part-time employee.
- (g) Any employee having full-time employment elsewhere shall have no seniority.

This shall not apply to any employee hired prior to April 16, 1959.

- (h) All part-time employees who work over eight (8) hours in any one day shall receive fifty cents (50c) per hour additional for all hours worked in excess of eight (8) hours per day.

## Article V

### HOURS CLAUSE

- (a) Forty (40) hours shall constitute the basic work week for full-time employees. The work week shall be defined as Monday, Tuesday, Wednesday, Thursday, Friday and Saturday.
- (b) Full-time employees shall not be scheduled to work less than five (5) eight (8) hour days during the work week when work is available. Overtime at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular straight time hourly rate of pay shall be paid full-time employees after eight (8) hours daily or forty (40) hours weekly, whichever is greater, but not both.
- (c) During a holiday week the basic work week for full-time employees shall be thirty-two (32) hours. Overtime at the rate of one and one-half ( $1\frac{1}{2}$ ) times the regular straight time hourly rate of pay shall be paid after thirty-two (32) hours.

EXCEPTION—In any holiday week in which the holiday falls on Thursday, Friday or Saturday, the Department Heads only shall work forty (40) hours and receive forty-eight (48) hours straight time hourly rate of pay.



- (d) Regularly scheduled full-time employees are to be paid one and one-half (1½) times their regular straight time hourly rate of pay for any hours worked before 6:00 A.M. of any work day. This does not include night stockers.
- (e) Any full-time employee who works after 6:00 P.M. when the store is open for business shall be paid his or her regular straight time hourly rate of pay, plus a premium of 50% of his or her regular straight time hourly rate of pay for hours worked between 6:00 P.M. and 9:00 P.M. Where such premium is so paid, it shall not penalize a regular full-time employee from receiving overtime pay for hours worked in excess of his or her regular daily or weekly schedule.
- (f) Each full-time employee shall be entitled to an unbroken rest period of at least nine (9) hours between shifts. Any full-time employee who is requested to work during his or her nine (9) hour rest period shall be paid for such work at a premium of fifty cents (50c) per hour in addition to his or her regular straight time hourly rate of pay.
- (g) Under no circumstances will overtime be paid on overtime.

## Article VI

### WAGE CLAUSE

The minimum wages paid to Male and Female employees for a forty (40) hour work week shall be as follows:

EFFECTIVE MAY 1, 1961

FULL-TIME MALE AND FEMALE	WEEKLY	HOURLY
Assistant Manager .....	131.50	3.2875

Produce Dept. Head .....	117.95	2.94875
Head Cashier .....	97.95	2.44875
Coffee-Dairy Dept. Head .....	97.95	2.44875

CLERKS AND CASHIERS—FEMALE

1st Year .....	72.45	1.81125
2nd Year .....	76.45	1.91125
3rd Year .....	81.45	2.03625
Thereafter .....	89.45	2.23625

CLERKS AND CASHIERS—MALE

1st Year .....	74.45	1.86125
2nd Year .....	78.45	1.96125
3rd Year .....	83.45	2.08625
Thereafter .....	93.45	2.33625

PART-TIME MALE AND FEMALE

1st Six Months .....	1.77 per hour
2nd Six Months .....	1.82 per hour
3rd Six Months .....	1.87 per hour
4th Six Months .....	1.92 per hour
Thereafter .....	1.97 per hour

*Assistant Managers, Head Cashiers, Coffee-Dairy Department Heads and Produce Department Heads on the Company's payroll as of May 1, 1961 shall receive a minimum increase of six dollars and fifty cents (\$6.50) per week or the above minimum scale of wages, whichever is greater, retroactive to May 1, 1961 or the date of their employment if subsequent thereto.*

All other full-time employees on the Company's payroll as of May 1, 1961 shall receive a minimum increase of five dollars and fifty cents (\$5.50) per week or the above minimum scale of wages, whichever is greater, retroactive to May 1, 1961 or the date of their employment if subsequent thereto.

All part-time employees on the Company's payroll as of May 1, 1961 shall receive a twelve cents (12c) per hour increase or the above mini-

imum scale of wages, whichever is greater, retroactive to May 1, 1961 or the date of their employment if subsequent thereto.

Full-time employees working after regular store hours shall receive a premium of twelve cents (12c) per hour for those hours worked between 6:00 P.M. and 8:00 A.M., except during the hours when the store is open nights for business. If 50% or more of the hours worked are between 6:00 P.M. and 8:00 A.M. the premium rate shall be paid full-time employees for all hours worked during the shift.

Part-time employees working after regular store hours shall receive a premium of twelve cents (12c) per hour for those hours worked between 6:00 P.M. and 12:00 midnight, except during the hours when the store is open nights for business. In the event that 50% or more of the total hours worked between 6:00 P.M. and 12:00 midnight occur after the store's closing hour the premium rate of twelve cents (12c) per hour shall be paid for all hours worked between 6:00 P.M. and 12:00 midnight.

Part-time employees working after regular store hours shall receive a premium of twenty-five cents (25c) per hour for those hours worked between 12:00 midnight and 8:00 A.M.

When any employee classified in Article III, other than the Assistant Manager, opens and/or closes the store, he shall receive five dollars (\$5.00) per week over his going rate. **EXCEPTION:** Any employee already compensated for taking charge of the night stocking shall not receive this additional remuneration.

## Article VII

### WORKING CONDITIONS

- (a) 1. Any work performed on Sunday or the

following Legal Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day, shall be paid for at the rate of two (2) times straight time hourly rate of pay, except that in case of emergency straight time hourly rate of pay only shall be paid.

2. Time off on any of the above holidays (other than Sunday) shall not be made up, and employees other than part-time shall receive their regular straight time weekly wage provided that they work the day before and/or the day after the holiday. If one of the holidays above specified falls within an employee's vacation, he shall be granted one (1) additional day's paid vacation to be scheduled the first day of the week following his vacation, with his regular day off to follow.
3. In addition to the paid Holidays enumerated above each full-time employee shall be entitled to one (1) day Personal Holiday of eight (8) hours to be selected at the same time vacation schedules are posted. Any full-time employee absent due to illness in the twelve (12) months preceding May 1st, will not receive the personal holiday.

(b) No split shifts will be permitted.

- (c) 1. Full-time employees will receive one (1) week's vacation with pay after one (1) year of continuous full-time service with the Company and two (2) weeks' vacation with pay after three (3) years of continuous full-time service with the Company.

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2. Each full-time employee is to be entitled to three (3) weeks' vacation with pay after eight (8) years of continuous full-time service with the Company.
3. Each full-time employee is to be entitled to four (4) weeks' vacation with pay after twenty (20) years of continuous full-time service with the Company.
4. Illness and temporary layoffs shall not be considered as disturbing accrued time for vacation purposes. A temporary layoff shall be considered as that of three (3) months or less duration. The illness or injury shall be discussed and considered on an individual basis.
5. Vacation schedules shall be completed not later than April 1st, and a copy given to the Union Steward in the store.
6. Seniority shall prevail in scheduling of full-time employees' vacation periods.
7. An employee wishing to take a vacation during any one (1) Holiday week will be granted this according to seniority. This may be applied to only one Holiday week in any calendar year.
8. Full-time employees who may be terminated shall be paid earned vacation in accordance with the following schedule.
  - 1/12 week per month after one (1) year service.
  - 2/12 week per month after three (3) years' service.
  - 3/12 week per month after ten (10) years' service.The above schedule shall be computed from the full-time starting date for each employee.

- (d) All uniforms which the Employer requires the employee to wear shall be furnished by the Employer without charge. Laundering of such garments shall be paid for by the Employer.
- (e) Sixty (60) minutes will be allowed for lunch each day without pay.
- (f) 1. Each full-time employee shall be granted two (2) paid ten (10) minute rest periods per day, one before lunch and one after, and must work a minimum of two (2) hours before rest periods.  
A third (3rd) rest period of ten (10) minutes shall be granted to full-time employees working a ten (10) hour day.
- 2. Part-time employees working four (4) or more hours shall be granted a ten (10) minute rest period.
- (g) A work schedule in ink for full-time and part-time employees shall be posted in each store by the last work day of the week for the succeeding week. A copy of the work schedule shall be furnished to the Union Steward in the store, or such other employee as may be designated by the Union. A full-time employee scheduled for Saturday off shall be informed Friday the day and time of his first shift for the succeeding week.  
The work schedule can be added to, but not reduced, during the week for which the schedule is posted.
- (h) If a full-time employee is required to work outside of his or her regular daily or weekly schedule, he shall not be required to take time off that week to avoid overtime.
- (i) 1. When any full-time employee is to be permanently transferred, he or she shall

be given at least twenty-four hours' notice.

2. An employeè temporarily transferred to a store outside the City of Buffalo, New York, shall be paid the difference in the cost of public transportation when such transfer increases his normal cost of transportation.
- (j) A full-time employee may, upon written application, be granted a leave of absence, without pay, not to exceed ninety (90) days. Such leaves will not be permitted for the purpose of trying out for another job. Full-time female employees may, upon written application, be granted a maternity leave of absence, without pay, not to exceed nine (9) months. The Union is to be notified of all terminations due to pregnancy.
- (k) In the event of death in the immediate family, an employee will be allowed as leave the three (3) days immediately following the death, with straight time pay for any of the three (3) days which are regularly scheduled working days. Members of the immediate family are defined as father, mother, sister, brother, spouse, son, daughter, mother-in-law, father-in-law or any in-law or relative with whom the employee may be residing at the time of death.
- (l) All new full-time and part-time employees shall be given credit for prior retail chain store grocery or produce experience acquired within three (3) 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 sub-

ject 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 only.

In this situation two thousand and eighty (2,080) hours worked shall equal one (1) year.

- (m) No employee shall suffer any reduction in wages, except when changes of position are necessary, nor loss of any contractual benefits presently received as a result of the signing of this Agreement.
- (n) Full-time employees serving on Local Juries shall, upon presentation of proof of pay, be reimbursed for the difference between their regular straight time pay and jury pay provided they make themselves available for work within their regular work schedule when not occupied with Jury duty.
- (o) All employees who are registered and qualified voters shall receive two (2) hours off or two (2) hours of straight time hourly rate of pay in lieu thereof on General Election Day, provided the employee gives notice of intent to vote to the Employer at least twenty-four (24) hours in advance of General Election Day.
- (p) All work and services connected with, or incidental to the handling or selling of merchandise offered for sale to the public in retail establishments covered by this Agreement shall be performed only by employees of the Employer; provided, however, that this paragraph shall not apply



to work normally performed by Meat Department employees and the Dairy Suppliers and Houseware Rack Jobbers, and provided further that this paragraph shall not apply to any new store openings or remodeled store openings.

- (q) The Employer agrees to pay the premium for full-time employees and their dependents covered by this Agreement to the Hospital Service Corporation of Western New York, for Hospitalization known as the Class 4-6 Blue Cross Program, and the Class 46-47 Blue Shield Medical-Surgical Plan of the Western New York Medical Plan, Inc.

All full-time employees shall become eligible for the above plan after six (6) months' continuous full-time employment.

- (r) A regular full-time employee other than an Assistant Manager required to fill a vacancy because of illness or vacation or other absence of a higher rated employee for more than two (2) days in any scheduled week shall receive the minimum rate of pay for said "higher rated" job for the hours so worked. When the Assistant Manager is required to relieve the manager more than two (2) days due to illness or vacation of the manager, the Assistant Manager's relief rate shall apply for the days so worked.

- (s) Upon completion of three (3) months' full-time service, each full-time employee shall be covered by the Company's sickness and disability benefits plan as presently filed with the State of New York, or as it may be revised or altered in the future.

- (t) Representatives of the Union shall have the

right to visit any of the Employer's markets covered by this Agreement at reasonable times during normal business hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no interruption of or interference with the Employer's business, and provided that the store manager is first notified.

- (u) The Union Shop Card is the property of the Retail Clerks International Association, Local 212, and is loaned to the Employer for display who signs and abides by this Agreement. The Employer agrees at all times to display it in an appropriate place.
- (v) Full-time employees reduced to part-time status for any reason beyond their control shall retain their full-time benefits, exclusive of pension, for the balance of the calendar year.
- (w) Any member of the Union being elected to a permanent office in the Union, or as a delegate to any Union activity necessitating temporary leave of absence, shall be granted such leave of absence, without pay, and shall, at the end of the term in the first instance, or at the end of his mission in the second instance, be guaranteed re-employment at his former wage rate plus any increase or less any reduction that may become effective during his absence. Duration of the leave shall be stated in the request for such leave.  
In the event a full-time employee is promoted from the ranks of the Union he shall retain his accrued seniority for a period of one (1) year. If within that period, he is transferred back to any position covered

by this Agreement his full seniority shall be restored immediately.

### **Article VIII**

#### **SENIORITY CLAUSE**

Respecting the promotion and demotion, layoff and rehiring, the qualification and ability of the employee shall be considered in conjunction with seniority standing. The promotion shall be based on fitness and ability with seniority a factor only when fitness and ability are equal. All employees shall be given the opportunity to qualify to fill future vacancies.

### **Article IX**

#### **SEPARABILITY**

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement in its application between the Union and the undersigned Company 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 purposes of re-negotiation and agreement on provision or provisions so invalidated.

### **Article X**

#### **ARBITRATION CLAUSE**

- (a) In the event of any differences or complaints over the interpretation or application of this Agreement, which cannot be satisfactorily settled, either of the parties hereto may request arbitration, with the

understanding that such disputes, grievances and controversies must be brought to the attention of the party concerned in writing within thirty (30) days after the incident occurs if the incident is to be considered cause for grievance.

- (b) The Union Steward shall, in every case, be the last to be laid off. Before transferring a Steward permanently, the matter shall be agreed upon by the Company and the Union.

The Union shall have the right to designate a Union Steward and an Alternate when necessary, to handle such Union business as may from time to time be delegated to them by the Union Executive Board and to handle disputes and complaints that arise over the interpretation or application of the rules as specified in this Agreement; any dispute over the interpretation or application of the terms of this Agreement may become the subject of conference as follows:

1. Between the Union Steward and the Store Manager.
2. In the event of failure to adjust the complaint, the Company's District Supervisor, Store Manager, Union Representative and Union Steward shall discuss the matter.
3. If this discussion fails to bring about a satisfactory settlement, the complaint shall be put forth in writing and referred to the Company's Personnel Manager.
4. If no satisfactory solution is reached in the preceding step, the entire matter will be submitted for review by the Operating Superintendent, for the Company

and the Union Secretary-Treasurer, for the Local.

5. In the event that this meeting fails to settle satisfactorily the complaint, it shall be referred to the Board of Arbitration.
- (c) Notice of intent to arbitrate must be given in writing to the other party, and the difference or complaint shall be stipulated in the letter of notification. The Arbitration Board shall consist of three (3) persons, one selected by the Employer and one selected by the Union within ten (10) days from the date of the notification to arbitrate. The two persons so selected shall agree upon a third person who shall act as Chairman of the Arbitration Board. If agreement between the two cannot be reached as to the third person within ten (10) days after their appointment, the Federal Mediation and Conciliation Service shall be asked to appoint a third person. A majority decision of the Arbitration Board shall be rendered without undue delay and shall be final and binding on both parties. The expenses, if any, of the third party shall be shared equally by the parties hereto.
- (d) There shall be no strike, lockout or stoppage of work of any kind pending the handling of any such differences or complaints in accordance with the arbitration procedure. The Union agrees that it will not refuse to cross a picket line until such has been duly sanctioned by the Retail Clerks International Association, AFL-CIO, and until the Employer has been officially notified by the Union.

## Article XI

### TERMINATION CLAUSE

- (a) This Agreement shall remain in effect from May 1, 1961 to 12:01 A.M. April 30, 1962.

This Agreement may be reopened upon at least sixty (60) days notice to the Employer for the discussion of a Union Health and Welfare Plan and/or Union Pension Plan only.

Either party desiring to terminate this Agreement or to negotiate changes in this Agreement on April 30, 1962 shall give notice to the other party in writing at least sixty (60) days prior to April 30, 1962. If such notice is not given, the Agreement shall be automatically renewed without changes for a period of one (1) year. In the event either party serves such notice of a desire to negotiate changes in the Agreement, it is mutually agreed that the Employer and the Union without undue delay shall begin negotiations on the proposed changes, and that pending the results of negotiations, neither party shall change the conditions existing under the contract.

- (b) This Agreement cancels and supercedes all previous Agreements between the parties hereto.

THE GREAT ATLANTIC & PACIFIC  
TEA COMPANY, INC.

BY: F. A. Hoehn

BY: G. H. Brown

RETAIL CLERKS INTERNATIONAL  
ASSOCIATION, LOCAL No. 212

BY: Richard D. Adams

BY: Enrico DiMarco

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

*un*  
SEP 18 1961

July 28, 1961

Mr. Richard D. Adams, Business Representative  
Retail Clerks International Association, Local # 212  
269 Main Street  
Buffalo 3, New York

Dear Mr. Adams:

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

Copy of current agreement with Great Atlantic & Pacific Tea Company, covering the Buffalo, New York area.

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

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

Very truly yours,

*Ewan Clague*  
Ewan Clague  
Commissioner of Labor Statistics

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

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1200-
2. Name of employer party to agreement Great Atlantic + Pacific Tea Co.
3. Address of establishment covered by agreement (if more than one, simply indicate city, state or region) BUFFALO + NIAGARA FALLS NEW YORK.
4. If more than one employer is party to agreement, indicate number \_\_\_\_\_
5. Product, service or type of business Food-

Notify me when new BLS collective bargaining agreement studies are issued

<u>RICHARD D. ADAMS-</u> (Your name)	<u>Sec'y - TREAS.</u> (Position)
<u>269 MAIN ST.</u> (Street)	<u>BUFFALO 3, N.Y.</u> (City and State)



