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# AGREEMENT

1963 - 1965

— Between —

**THE GREAT ATLANTIC &  
PACIFIC TEA COMPANY  
PITTSBURGH UNIT**

— and —

**THE AMALGAMATED FOOD  
EMPLOYEES UNION,  
LOCAL NO. 590**

Affiliated with the

**Amalgamated Meat Cutters and Butcher  
Workmen of North America**

Affiliated with AFL-CIO



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## AGREEMENT

THIS AGREEMENT by and between The Great Atlantic & Pacific Tea Company, Inc., Pittsburgh, Pennsylvania, hereinafter known as the "Employer" and The Amalgamated Food Employees Union, Local No. 590 of The Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the A.F.L.-C.I.O., hereinafter known as the "Union," is entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

### ARTICLE I

#### Recognition Clause

- (1) The Employer recognizes Local Union No. 590 as the exclusive bargaining agency, for all store employees (except store managers and co-managers) which are serviced by the Pittsburgh Warehouse in the State of Pennsylvania and also meat employees in our stores in the cities of Steubenville, Cadiz, Toronto, Bellaire, Bridgeport, Barnesville, and Martins Ferry, Ohio, and Wheeling, Elm Grove, Moundsville, New Martinsville, Wellsburg, and Weirton, West Virginia.
- (2) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on or after the thirty-first date following the execution date of this Agreement become and remain

members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall on or after the thirty-first day following the beginning of such employment become and remain members in good standing in the Union.

## 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

### Hours Clause

The work week for full time male and female employees shall be forty (40) hours per week, and shall be worked in five (5) days. Work in excess of forty (40) hours in any one (1) week or eight (8) hours in any one (1) day to be on an overtime basis, at the rate of time and one-half the regular straight time hourly rate of pay. All work to be performed within the store, on the store premises, or in parking area including public.

Overtime pay shall be computed on either a daily or weekly basis, whichever is the greater, but overtime shall not be computed on overtime. If any employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule that week in order to avoid overtime.

## ARTICLE IV

### Wage Clause

The minimum scale of wages for employees covered by this Agreement shall be as described below. Employees now receiving in excess of the wages herein agreed upon will not be reduced, except permanent transfers to lower paid jobs.

#### FULL TIME—FEMALE—CASHIERS, GROCERY CLERKS, COUNTER CLERKS, WRAPPERS AND WEIGHERS

##### Self-Service Stores

	9-8-63		9-6-64		3-7-65	
	Per Wk.	Per Hr.	Per Wk.	Per Hr.	Per Wk.	Per Hr.
1st year .....	90.80	2.27	92.80	2.32	94.80	2.37
2nd year .....	95.30	2.3825	97.30	2.4325	99.30	2.4825
3rd year .....	97.30	2.4325	99.30	2.4825	101.30	2.5325
Thereafter .....	101.30	2.5325	103.30	2.5825	105.30	2.6325

##### Regular and Combination Stores

1st year .....	88.80	2.22	90.80	2.27	92.80	2.32
2nd year .....	93.30	2.3325	95.30	2.3825	97.30	2.4325
3rd year .....	95.30	2.3825	97.30	2.4325	99.30	2.4825
Thereafter .....	99.30	2.4825	101.30	2.5325	103.30	2.5825

## FULL TIME—MALE—CASHIERS AND GROCERY CLERKS

### Self-Service Stores

	Per Wk.	Per Hr.	Per Wk.	Per Hr.	Per Wk.	Per Hr.
1st 6 months -----	99.10	2.4775	101.10	2.5275	103.10	2.5775
2nd 6 months -----	101.10	2.5275	103.10	2.5775	105.10	2.6275
2nd year -----	103.10	2.5775	105.10	2.6275	107.10	2.6775
3rd year -----	105.10	2.6275	107.10	2.6775	109.10	2.7275
Thereafter -----	108.60	2.715	110.60	2.765	112.60	2.815

### Regular and Combination Stores

1st 6 months -----	97.10	2.4275	99.10	2.4775	101.10	2.5275
2nd 6 months -----	99.10	2.4775	101.10	2.5275	103.10	2.5775
2nd year -----	101.10	2.5275	103.10	2.5775	105.10	2.6275
3rd year -----	103.10	2.5775	105.10	2.6275	107.10	2.6775
Thereafter -----	106.60	2.665	108.60	2.715	110.60	2.765

## FULL TIME—MALE or FEMALE—FIRST CLERK COFFEE and/or DAIRY RATE PER HOUR

Avg. Wkly. Sales \$25,000 to \$35,000 for two quarters -----	9-8-63		9-6-64		3-7-65	
	Per Wk.	Per Hr.	Per Wk.	Per Hr.	Per Wk.	Per Hr.
	115.60	2.89	117.60	2.94	119.60	2.99

Avg. Wkly. Sales over \$35,000 for two quarters .....	124.60	3.115	126.60	3.165	128.60	3.215
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#### HEAD STOCKER

	9-8-63		9-6-64		3-7-65	
	Per Wk.	Per Hr.	Per Wk.	Per Hr.	Per Wk.	Per Hr.
Avg. Wkly. Sales over \$35,000 for two quarters .....	118.60	2.965	120.60	3.015	122.60	3.065

#### PRODUCE DEPARTMENT HEAD

	9-8-63		9-6-64		3-7-65	
	Per Wk.	Per Hr.	Per Wk.	Per Hr.	Per Wk.	Per Hr.
Avg. Wkly. Sales \$25,000 to \$35,000 for two quarters .....	129.60	3.24	131.60	3.29	133.60	3.34
Avg. Wkly. Sales over \$35,000 for two quarters .....	138.60	3.465	140.60	3.515	142.60	3.565



**FULL TIME—MALE or FEMALE—HEAD CASHIER**

**Self-Service Stores**

9-8-63	9-6-64	3-7-65
Per Wk.	Per Wk.	Per Wk.
108.30 to 118.30	110.30 to 120.30	112.30 to 122.30
Per Hr.	Per Hr.	Per Hr.
2.7075 to 2.9575	2.7575 to 3.0075	2.8075 to 3.0575

**FULL TIME—MALE—MEAT DEPARTMENT EMPLOYEES**

**Super Markets**

	9-8-63		9-6-64		3-7-65	
	Per Wk.	Per Hr.	Per Wk.	Per Hr.	Per Wk.	Per Hr.
Meat Dept. Head .....	146.60	3.665	148.60	3.715	150.60	3.765
Journeyman .....	127.60	3.19	129.60	3.24	131.60	3.29
Back Room Cutter .....	127.60	3.19	129.60	3.24	131.60	3.29

**O. S. S. Stores**

Meat Dept. Head .....	143.60	3.59	145.60	3.64	147.60	3.69
Journeyman .....	127.60	3.19	129.60	3.24	131.60	3.29
Back Room Cutter .....	127.60	3.19	129.60	3.24	131.60	3.29

**Regular and Combination Stores**

	<b>Per Wk.</b>	<b>Per Hr.</b>	<b>Per Wk.</b>	<b>Per Hr.</b>	<b>Per Wk.</b>	<b>Per Hr.</b>
Meat Dept. Head .....	128.60	3.215	130.60	3.265	132.60	3.315
Journeyman .....	127.60	3.19	129.60	3.24	131.60	3.29

**FULL TIME—MALE—APPRENTICES**

	<b>9—8—63</b>		<b>9—6—64</b>		<b>3—7—65</b>	
	<b>Per Wk.</b>	<b>Per Hr.</b>	<b>Per Wk.</b>	<b>Per Hr.</b>	<b>Per Wk.</b>	<b>Per Hr.</b>
1st 6 months .....	99.10	2.4775	101.10	2.5275	103.10	2.5775
2nd 6 months .....	102.10	2.5525	104.10	2.6025	106.10	2.6525
3rd 6 months .....	107.10	2.6775	109.10	2.7275	111.10	2.7775
4th 6 months .....	112.10	2.8025	114.10	2.8525	116.10	2.9025
Thereafter .....	127.60	3.19	129.60	3.24	131.60	3.29

**PART TIME—FEMALE—CASHIERS, COUNTER CLERKS, WRAPPERS, AND WEIGHERS**

**Self-Service Stores**

	<b>9—8—63</b>	<b>9—6—64</b>	<b>3—7—65</b>
	<b>Per Hour</b>	<b>Per Hour</b>	<b>Per Hour</b>
1st 6 months .....	\$2.245	\$2.295	\$2.345
2nd 6 months .....	2.295	2.345	2.395
3rd 6 months .....	2.345	2.395	2.445
Thereafter .....	2.395	2.445	2.495

### Regular and Combination Stores

	Per Hour	Per Hour	Per Hour
1st 6 months .....	\$2.195	\$2.245	\$2.295
2nd 6 months .....	2.245	2.295	2.345
3rd 6 months .....	2.295	2.345	2.395
Thereafter .....	2.345	2.395	2.445

### PART TIME—MALE—CASHIERS AND GROCERY CLERKS

#### Self-Service Stores

	9-8-63 Per Hour	9-6-64 Per Hour	3-7-65 Per Hour
1st 6 months .....	\$2.32	\$2.37	\$2.42
2nd 6 months .....	2.37	2.42	2.47
3rd 6 months .....	2.42	2.47	2.52
Thereafter .....	2.47	2.52	2.57

#### Regular and Combination Stores

1st 6 months .....	\$2.27	\$2.32	\$2.37
2nd 6 months .....	2.32	2.37	2.42
3rd 6 months .....	2.37	2.42	2.47
Thereafter .....	2.42	2.47	2.52

Male part-time employees hired after the effective date of this Agreement shall be paid the following rates for the life of this Agreement:

	<b>Per Hour</b>
1st 6 months .....	\$1.65
2nd 6 months .....	1.85
3rd 6 months .....	2.05
4th 6 months .....	2.22
5th 6 months .....	2.27
6th 6 months .....	2.32
Thereafter .....	2.37

**PART TIME—JOURNEYMAN MEAT CUTTER**

**9—8—63**  
Per Hour  
\$3.02

**9—6—64**  
Per Hour  
\$3.07

**3—7—65**  
Per Hour  
\$3.12

**THIRD MAN CARRYING STORE KEY**

To receive \$5.00 in excess of regular weekly salary.

**BOX CAR MEN**  
**Self-Service Stores**

To receive \$8.00 in excess of regular weekly salary.

### FULL-TIME—FIRST BACK ROOM CUTTER

To receive \$5.00 per week in excess of regular salary in self-service stores only, and where established previously in other stores.

All operators of automatic wrapping machines to receive a premium of \$10.00 per week. All operators of semi-automatic wrapping machines to receive a premium of \$5.00 per week. Replacements to receive premiums of 25c and 12½c per hour respectively. The wrapping machine premiums shall not apply in Meat Departments when operated by all male meat employees. For the purpose of this clause, a male meat employee shall mean a head meat cutter, first cutter, journeyman, and backroom cutter or apprentice.

All employees on the Company's payroll as of September the 8th, 1963, are to receive an increase of ten (10c) per hour.

All employees on the Company's payroll as of September the 6th, 1964, except part-time male employees hired after September the 8th, 1963, are to receive an increase of five (5c) cents per hour.

All employees on the Company's payroll as of March the 7th, 1965, except part-time male employees hired after September the 8th, 1963, are to receive an increase of five (5c) cents per hour.

## EMPLOYEES' THRIFT PLAN

Eligible full-time employees covered by this contract may become members of the "Employees' Thrift Plan," in accordance with the terms and conditions of the Plan as outlined in the prospectus attached hereto, and made a part hereof. The Union agrees that if the Plan is subsequently altered, modified or discontinued on a National Company basis in accordance with Article IV, as shown in the attached prospectus, or otherwise, such change will not be subject to the grievance and arbitration procedure as provided in Article VII, Paragraphs (1) and (2) herein, and will not be considered as a violation of this contract; however, Article VII, Paragraph (3) will continue to apply.

## ARTICLE V

### Working Conditions

- (1) Every Meat Department may employ at least one (1) apprentice and in addition another apprentice may be employed for three (3) additional journeymen employed in the Department.
- (2) All journeymen will be classified as back room cutters and receive the cutters' rate when employed in the complete self-service stores.
- (3) After serving two (2) years of apprenticeship, in training, an apprentice shall be classified as a Journeyman Meat Cutter and shall receive credit for all time served under each employer.
- (4) Full-time first back room cutter shall be deemed and construed to mean any journeyman meat cutter who acts as a Meat Department Head in the absence of the regular Meat Department Head for a period of less than one (1) week.
- (5) Female Wrappers, Weighers and Counter Clerks—shall take meat or fish cut or dressed by a journeyman, weigh it, insert price tag, place in trays or locker boards, and enclose all in a cellophane wrapper, which will be sealed by her. She shall place this meat or fish in the self-service case, and rotate same in the case. She shall use a slicing machine for luncheon meats, or a knife to cut liverwurst,

or any other luncheon meat which cannot be run through a slicer. She may do all other work in the Meat Department not normally performed by journeymen, meat cutters, or apprentices, including cleaning of cases, work tables or any other house cleaning chores required in the Meat Department.

- (6) Temperatures in cutting rooms and wrapping rooms are to be no less than 55 degrees Fahrenheit.
- (7) (a) All work performed on Sundays and the following legal holidays shall be compensated for at a rate of double time, i.e. straight time plus straight time: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas.
- (b) Employees covered under this Agreement are entitled to Holiday pay for Veteran's Day as follows: Where the stores closes on November 11th, this will be the Employee's day off.

Where the store is open for business on November 11th, the Employee will work this day, if scheduled, at straight time rate, and have another day of the week as his day off.

However, if a veteran desires Veterans' Day as his holiday, to participate in Veterans' Day activity,



the Employer will schedule him off that day.

In a week in which Veterans' Day occurs, all full-time employees who work a full work week will receive eight (8) hours straight time pay in addition to their pay for a full work week of forty (40) hours. Overtime at time and one-half ( $1\frac{1}{2}$ ) will be paid after forty (40) hours of actual work.

- (c) In addition to the holidays named above, effective September 13, 1964, a personal holiday shall be granted to full-time employees, subject to the same conditions set forth for the other holidays, except that the holiday shall be granted during the period from January 1st thru April 30th at the discretion of the Employer and full-time employees shall work thirty-two (32) hours in such week and be paid for forty (40) hours.
- (8) In a week in which one of the holidays mentioned in (7) occurs, all full-time employees who work a full work week will receive eight (8) hours' straight time pay in addition to their pay for a full work week of forty (40) hours. Overtime at time and one-half ( $1\frac{1}{2}$ ) the regular straight time hourly rate of pay will be paid after forty (40) hours of actual work. Any full-time employee who works a part of a week, and then is absent due to proven ill-

ness, or any emergency beyond his control, will also receive the holiday pay. An Employee who is serving on Jury Duty during a holiday week will also receive holiday pay.

- (9) Employees who are members of or join the Reserves or National Guard of the U. S. A. will be given time off without pay or penalty as to day off or vacation.
- (10) (a) Each full-time Employee is to be entitled to 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, but the total amount of unused paid vacation time accumulated by any Employee shall not exceed two (2) weeks in a calendar year, except as shown in paragraphs (b) and (c) of this section.
  - (b) 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.
  - (c) 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. Effective January 1, 1964, each full-time Employee is to be entitled to four (4) weeks' vacation with

pay after eighteen (18) years of continuous full-time service with the Company.

- (d) The Company in its discretion has the right, based on seniority and position of the Employee, to specify the time of year at which each full-time Employee shall take single paid vacation of number of weeks entitled through continuous service or separate paid vacations of one (1) week each during any particular calendar year. Vacations are to be scheduled by March 1st of each year and no Employee shall be compelled to take a vacation before April 1st.
- (e) Vacation pay shall be computed on the basis of the Employee's regular straight time weekly salary.
- (f) Vacations are not cumulative other than specified above.
- (g) Leaves of absence less than ninety (90) days in any calendar year shall not affect vacation. Any type of leave totaling more than ninety (90) days in a calendar year, shall have the following effect upon vacation earned in that year:  
Leave of more than ninety (90) days, but not over one-hundred eighty (180) days, shall reduce vacation and vacation pay by one-fourth ( $\frac{1}{4}$ );  
Leave of more than one-hundred

eighty (180) days, but not over two-hundred seventy (270) days shall reduce vacations and vacation pay by one-half ( $\frac{1}{2}$ ); Leave of more than two-hundred seventy (270) days shall disqualify for vacation.

- (11) If a holiday occurs during an Employee's vacation, he or she shall be paid eight (8) hours at straight time for the holiday.
- (12) When a full-time Employee is scheduled to work outside of his or her normal regular schedule between the hours of 10:00 P.M. and 7:00 A.M., he or she shall be permitted to work such hours in addition to his or her normal schedule.
- (13) Where an Employee has assumed the duties and responsibilities of one of the following jobs: Meat Department Head, Produce Department Head, Head Cashier, Coffee Dairy Head, Head Stocker, or First Cutter, that employee when absent on vacation or sickness for more than two (2) days shall be replaced, and the replacement shall be paid for the time over two (2) days at the minimum wage as shown in Article IV.
- (14) Any full-time Employee who works more than two (2) nights in any one (1) week past six-fifteen o'clock (6:15) P.M. shall be paid overtime at the rate of one and one-half times his straight time hourly rate for all hours worked past six-fifteen o'clock

(6:15) P.M. on nights other than the first two (2) nights so worked.

- (15) (a) In case of emergency, if an Employee is required to work three (3) hours beyond his regular eight (8) hour day, he shall be given a twenty (20) minute paid lunch period. If a female employee is required to work two (2) hours beyond her regular eight (8) hour day, she shall be given a twenty (20) minute paid lunch period.
- (b) Night stockers are to receive a thirty (30) minute non-paid lunch period.
- (16) All full-time employees are entitled to a fifteen (15) minute rest period for each one-half ( $\frac{1}{2}$ ) day worked. Part-time employees are entitled to one (1) fifteen (15) minute rest period in each four (4) hour shift. Employees must punch the time clock on rest periods.
- (17) 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. The Employer agrees to furnish all weather gear for carry out. All weather gear to include rain coats, rain hats, rubber footwear, gloves and all other necessary clothing and equipment.
- (18) A full-time Employee may be granted time off with pay, not to exceed three (3) days, in event of death in

immediate family. The term "immediate family" shall mean parent, child, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, or any relative living with the employee. In case of a death in the immediate family of a regular part-time employee who is scheduled to work on the day of the funeral and one other day, he shall be paid for the hours scheduled on the two (2) days off. In the case of a death in the immediate family of a part-time employee who is scheduled for work on the day of the funeral, he shall be paid for the hours scheduled on the day of the funeral.

- (19) Full-time Employees serving on Jury Duty shall, upon presentation of proof of jury pay, be reimbursed for the difference between their regular straight time pay and jury pay. Employees not scheduled for jury duty on any day must report for work. Employees serving on jury duty shall be scheduled off on Saturday except for holiday weeks.
- (20) In case of a temporary transfer of an Employee, at the request of the Employer, the Employee will be reimbursed for the miles traveled at seven (7c) cents per mile where public conveyance is not available.
- (21) All fresh and frozen meats, poultry, fish, rabbits, sausage, and smoked meats customarily and normally handled and prepared on or off store premises and offered for sale in the

store shall be continued to be serviced by members of the bargaining unit in those stores having meat departments.

- (22) Union members will receive holiday pay, based on regular basic straight time wage, when temporarily holding a non-union position.
- (23) (a) A full-time Employee may, upon written application to the Unit Personnel Department, 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 shall upon written application to the Unit Personnel Department, be granted a maternity leave of absence, without pay, not to exceed nine (9) months. Each full-time female employee will be granted one one (1) pregnancy leave of absence. Female employees shall not work beyond the end of the fifth month of pregnancy subject to approved medical recommendation.
- (b) Upon request of the member or the Employer, a member of the Union may accept a permanent promotion outside of the bargaining unit and shall upon written application to the Union be granted a leave of absence not to exceed six (6) months, during which period he may return to

the bargaining unit in his former classification without loss of seniority.

- (24) (a) The Employer shall have the right to discharge any Employee for good and sufficient cause. The Union agrees to cooperate to correct inefficiencies of members which might otherwise necessitate disciplinary action or dismissal from the service. Nothing herein shall deny to the Union its rights under the arbitration clause.
- (b) Any Employee who enters into a business competing directly with the Company, will be subject to discharge.
- (25) Regular Employees permanently laid-off or discharged will receive a week's notice or a week's pay in lieu of notice except those Employees discharged for reasons of dishonesty, intoxication, or gross insubordination.
- (26) Full-time Employees reduced to part-time will retain their hourly rate and accumulate part-time service toward full-time rate.
- (27) (a) There shall be no split shift schedules for any Employees.
- (b) There shall be a lapse of three (3) hours between the quitting time of any part-time Employee and the starting time of his or her replacement.
- (c) During weeks when a recognized holiday occurs, all full-time Em-



ployees shall work their full time within five (5) days. The holiday shall be recognized as the day off during that week, except for the personal holiday week.

- (28) The Employer agrees to post work schedule by Saturday noon of previous week for all Employees, full-time and part-time, copy of same to be furnished to store stewards. Management will, insofar as possible, post all hours which are to be worked in a given week by part-time and regular part-time Employees. The store steward shall be notified when hours are added to the work schedule.
- (29) (a) **Part-time Employee** — A grocery clerk, cashier, journeyman, female counter clerk, wrapper or weigher is considered a part-time employee if his or her work week is 18 hours or less, to be worked within five (5) days. Part-time employees are to be scheduled to work not less than 12 hours per week in self-service stores nor less than 8 hours per week in all other stores.
- (b) **Regular Part-Time Employee**—A grocery clerk, cashier, journeyman, female counter clerk, wrapper or weigher is considered a regular part-time Employee if his or her work week is over 18 hours and up to 32 hours, to be worked in five (5) days. An employee will be considered a regular part-time employee when he

or she has worked over 18 hours and up to 32 hours, inclusive per week for eight (8) weeks, not necessarily consecutively, in any given quarter.

- (c) **Full-Time Employee** — Any employee is considered a full-time employee who has worked 40 hours per week for four (4) consecutive weeks, except when filling a temporary vacancy due to vacation, sickness, or leave of absence. The employee and steward or Business Representative to be notified.
- (d) Based on their original starting date, Regular Part-Time Employees shall receive, on a prorata basis, the same Company benefits as full-time employees are presently receiving, except for life insurance, pensions and the Thrift Plan.

Regular part-time employees reduced to part-time shall retain their regular part-time benefits except those who work less than eighteen (18) hours because of school work or outside jobs.

- (e) Regular Part-Time Employees shall receive the same hourly rates of pay as full-time employees, based on length of service.
- (f) Part-Time and Regular Part-Time Employees shall receive all available hours for a full work

week in accordance with seniority and ability.

- (g) Effective January 1, 1964, part-time employees shall receive vacation on a pro-rata basis.
  - (h) Part-time employees shall receive holiday pay on a pro-rata basis.
- (30) Regular part-time and part-time employees who may be assigned to work shall be guaranteed four (4) hours' wages. The Union agrees that the part-time minimum guarantee of four (4) hours does not apply to part-time employees in stores that close at 6:00 P. M. if the Business Representative of the Union is so informed in each case and if the part-time employees referred to are attending school.
- (31) Part-time employees shall accumulate seniority at the rate of two thousand (2000) hours equal one (1) year toward full-time rate of pay when appointed to full-time work.
- (32) In the event of enactment of Municipal, State or Federal regulation reducing hours of work below those provided in this Agreement, or increasing wages, and provided said regulations apply to the employees covered by this Agreement, the Employer agrees to comply with same. Provided, further, that should the constitutionality of such ordinance or act be tested in the courts, there shall be no reduction in hours or increase in wages, pending final determination of such court action.

- (33) The Union agrees to furnish to the Employer at least one Union store card for each of the Employer's stores covered by this Agreement, to be displayed on the premises as the Company may elect. Such cards shall remain the property of and shall be surrendered to the Union upon demand.
- (34) If a forty (40) hour schedule is available after the beginning of the work week because of sickness or absence, hours can be added up to forty (40) hours foregoing the premium for the nights worked over two (2). (Employee to be paid for actual hours worked.)
- (35) If during the life of this Agreement, the Company makes a new classification, the Union has the right to negotiate for wages for the new classification.
- (36) Coffee and/or Dairy Department Head replacements shall be male employees only.
- (37) Salesmen for outside companies shall not be permitted to do work in the store that is normally done by store employees, except when opening a new or remodeled store.
- (38) The Employer agrees that all new full-time employees who have had previous full-time grocery or meat experience, certified in writing by their previous employer or employers, will be given credit irrespective of whom they have worked for, and their starting rates of pay shall be

based in accordance with the full-time experience they have had according to the schedule for full-time male or female employees. Any previous experience five (5) years prior to the date of their application is not to be recognized.

- (39) (a) The Employer agrees to pay the premium for regular full-time and regular part-time employees covered by this Agreement and their dependents (as presently defined under these Plans) to the Hospitalization Service Association of Pittsburgh for the Blue Cross Hospitalization, known as 120-Day Program, and the medical-surgical benefits of the Blue Shield Plan "B" in Pennsylvania, as stipulated in the Company's Blue Cross Hospitalization and Blue Shield Medical-Surgical Benefits pamphlet "C".
- (b) An Employee who is laid-off and is covered by Blue Cross and Blue Shield shall continue to be covered for a period of three (3) months from date of lay-off.
- (40) Where machines such as meat grinders, saws, cubing machines, etc., are equipped with guards for the protection of the employees, such guards must be used.
- (41) By signing of this Agreement, benefits not covered therein shall be continued for the life of this Agreement.
- (42) The Employer shall, for the term of this Agreement, deduct union dues

each month from the pay of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deduction as now practiced. The Employer shall promptly remit all sums deducted in this manner to the Union.

- (43) A Meat Department Head, Meat Cutter or Apprentice shall be on duty in the Meat Department at all times the store is open for business, except in those stores with less than three (3) meat cutters. In such cases a Meat Department employee will be on duty at all times the store is open for business.
- (44) The Union recognizes the ever changing methods in the trend of food merchandising and agrees to cooperate in the installation of such methods and in the education of its members in the necessity of such changes. Company will notify union in advance of such changes.
- (45) (a) When the Employer requires any workers, either for regular employment or for part-time work, he shall notify the Union. The Union agrees to send any available workers of proven qualification who shall identify themselves by presenting identification cards and who shall be directed to report to the Employer's place of business.
  - (b) In the event that any worker so referred is not suitable to the

Employer, the Employer has the right to refuse him employment.

- (c) In the event the Union cannot supply workers applied for in time to satisfy the Employer's requirements the Employer may secure new employees from any source; upon hiring such new employees, the Employer agrees to immediately notify the Union; and upon further condition that such new workers shall be subject to the other provisions of this Agreement.
  - (d) Selection of applicants for referral to jobs by the Union shall be on a non-discriminatory basis and shall not be based on or affected by the Union membership, policies or requirements. Nothing herein contained shall deny the Union the right to select any applicants for referral on the basis of experience in the industry, qualification and skill or Employer reference.
- (46) Employees shall be required to report to the store management one full working day in advance of their returning to work from a short term illness. An Employee returning from an illness of one week or more shall notify store management prior to closing on the Friday preceding the week in which he desires to return to work.
- (47) The Employer and the Union agree that in hiring Employees the Em-

ployer will not discriminate against any applicant for employment because of race, color, creed or national origin.

- (48) (a) Night stockers are to be full-time employees. In the event a night stocker does not work five (5) nights in any week he shall be granted a minimum of twenty-four (24) hours to be considered his day off. Normal night stocking schedule shall begin from 10:00 P.M. until 12:00 Mid-night except on Sunday or holidays.
- (b) Effective September 10, 1963, when an Employee is assigned to night stocking, he will receive a twenty (20c) cent per hour differential for all hours worked night stocking with the following exception:

The Company agrees to freeze the \$8.00 per week night stocking premium for present night stockers. List of present night stockers to be mutually agreed upon. If for any reason an Employee listed relinquishes his night stocking position, said \$8.00 premium is forfeited.

- (49) The Employer and the Union agree that a proven violation of established time clock rules including working before punching in or after punching out may subject such an Employee to disciplinary action up to and including discharge.



## ARTICLE VI

### Job Security and Seniority

(1) The Company and the Union mutually agree that it is their intent and purpose to maintain the status of the present full-time employees and to effectuate this policy the following shall be done:

- (a) In the event it becomes necessary to change the status of a full-time employee, either by lay-off or reduction to part-time status, the Company Supervisor and Union Business Representative shall immediately explore the possibilities for maintaining the full-time status of the employee by relocation where full-time work is available elsewhere within the seniority area.
- (b) If, after exploration at the above level, the matter is not resolved, it shall then be referred to a committee consisting of the Secretary-Treasurer of the Union, Unit Personnel Manager, the responsible Business Representatives and the Company Supervisors who shall explore the possibilities for maintaining the individual's full-time status by relocation in the master seniority area, or the entire area covered by this Agreement.
- (c) The Union and the Company recognize the need for part-time employees and mutually agree to

investigate improper scheduling that results in the use of two (2) part-time employees with the same job classification rather than one (1) full-time employee. This provision applies only to a condition where two (2) part-time employees with the same job classification are working a split week of approximately the same hours and does not apply to the use of week-end part-time employees, or to those part-time employees whose available hours are beyond Company's control.

- (d) The Employer agrees to review revised geographic areas and provide master areas for the purpose of reductions or lay-offs. Areas to be reviewed each six (6) months. In case of lay-off, provide as third step the right to bump the youngest under contract coverage.
- (2) Promotions and retraining for new jobs shall be based on fitness and ability with seniority a factor only when all other things are equal. Senior employees shall have the right to demonstrate their fitness and ability.
- Permanent promotions of full-time employees to a higher paid classification or to the same job classification or to a job classification in a new store, shall be on an area basis according to their full-time starting date. The areas are as previously agreed upon by the Company and Union. Part-time to full-time pro-

motions shall be on an area basis. Seniority shall be the controlling factor providing the employee shows reasonable fitness and ability to perform the duties of the full-time job. If a part-time employee does not work four (4) consecutive weeks or is laid off due to a store closing, said employee shall have the right to exercise his seniority over the youngest part-time employee in the area, or be considered for any future opening in the area according to seniority. Employees refusing transfers designed to train them for promotions in line with their seniority shall waive consideration for such promotion by this refusal.

- (3) In the case of a reduction or lay-off of a full-time employee, said employee may replace the youngest full-time employees in the same classification or any lower job classification within the employee's store, or the youngest full-time employee in the same classification or a lower classification in the area previously agreed upon between the Company and the Union providing the employee has reasonable fitness and ability to fill the duties of the job.

Any full-time employee when reduced in classification or laid off shall be placed in a Company pool and according to seniority given an opportunity for any opening to the employee's former classification first within his area then any other area covered by this Agreement.

Employees requesting transfer from one area to another shall work for a period of six (6) months in that area before regaining full seniority rights but will retain seniority for six (6) months in the employee's prior area.

- (4) (a) Full-time employees shall have seniority over part-time employees in all cases. For all other purposes, store seniority shall prevail.
  - (b) Part-time school employees shall have seniority on a store basis within their own group.
  - (c) Part-time employees holding other regular jobs shall have store seniority only among other part-time employees holding regular jobs and shall be the first to be laid off or reduced in hours in any case.
- (5) An employee continuously laid-off continuously laid-off for twelve (12) months shall be automatically terminated at the end of that period. If an employee is called back to work after a lay-off and does not report within one (1) week, seniority shall be broken. Employees laid off and subsequently recalled from lay-off within twelve (12) months shall retain their former seniority date and accrue seniority regardless of any change in their place of employment. All employees absent on account of ill health shall retain their seniority for a reasonable length of time.

- (6) The Union and employees shall be notified at least one (1) week in advance of all promotions, demotions, reductions, permanent lay-offs and permanent transfers.
- (7) Nothing in the seniority clause shall be construed to take away from a returned serviceman any rights or benefits to which his service with the Company and in the Armed Forces entitles him.
- (8) It is understood that Stewards of the Union shall, at all times, be full-time employees and shall be the last to be laid off or reduced in classification in any case. Transfers of Stewards shall be effected by mutual agreement. The Union shall furnish the employer with a complete list of Stewards, which list shall furnish the employer with a complete list of Stewards, which list shall be supplemented from time to time as may be necessary. In no event shall the Steward be empowered to call a work stoppage.
- (9) Any member of the Union elected to public office shall be granted such leave of absence to correspond with his elected term of office without pay. Upon proper notice any member of the Union elected to public office not requiring his full-time service shall be granted the necessary time off, without pay, to perform the duties of this office.
- (10) 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 in accordance with his seniority at his former wage rate plus any increase or less any reduction that may become effective during his absence.

- (11) The Employer shall provide and maintain a seniority roster by areas and furnish the Union copies of such lists each six (6) months if requested.

## ARTICLE VII

### Grievance and Arbitration Clause

- (1) In the event of any differences or complaints over the interpretation or application of the terms of this Agreement, they may become the subject of conference as follows:
- (a) Between the store steward and the store manager.
  - (b) In the event of failure to adjust the complaint, the Union District Business Agent shall discuss it with the Field Supervisor.
  - (c) If this discussion fails to bring about a satisfactory settlement, the complaint shall be referred to the President of the Union who will discuss such with the Operating Superintendent.
  - (d) In the event that this meeting fails to settle satisfactorily the complaint, either of the parties hereto may request arbitration.

- (e) At any step in this grievance procedure the Executive Board of the District Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process further a grievance, complaint, disagreement or dispute if, in the judgment of the Executive Board, such grievance or dispute lacks merit or justification under the terms of this Agreement, or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the Union Executive Board.
- (2) 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 (1) selected by the Employer, and one (1) selected by the Union within ten (10) days from the date of the notification to arbitrate. The two (2) 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 the 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.

- (3) There shall be no strike, lockouts or stoppage of work of any kind pending the handling of 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 International President of the Amalgamated Meat Cutters and Butcher Workmen of North America, in Chicago, Illinois, and until the Employer has been officially notified by the Union.

## ARTICLE VIII

### Termination Clause

- (1) This Agreement shall remain in effect from September 8, 1963 to September 12, 1965.
- (2) Either party desiring to terminate this Agreement or to negotiate changes in the Agreement shall give notice to the other party in writing at least sixty (60) days prior to the expiration date hereof. If such notice is not given, as above, the Agreement shall be automatically renewed without change 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.

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

Signed by the duly authorized representatives of the parties hereto.

**FOR THE EMPLOYER:**

**The Great Atlantic & Pacific  
Tea Company, Inc.**

**By:**

**Ivan R. Wolfe  
Don C. Avery**

**FOR THE UNION:**

**Amalgamated Food Employees Union  
Local No. 590, Amalgamated Meat  
Cutters and Butcher Workmen of  
North America, affiliated with  
the A.F.L.-C.I.O.**

**By:**

**Joseph H. Sabel  
John F. Hormell  
Anthony J. Luty**

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

Central Division

Dallas Avenue and Lynn Way, Pittsburgh 8, Pa.

February 21, 1964

The Amalgamated Food Employees Union  
Union Local No. 590  
1113 Clark Building  
Liberty Avenue  
Pittsburgh 22, Pennsylvania

Gentlemen:

The following are provisions of our Agreement, effective September 8, 1963 to September 12, 1965, which do not appear in the written contract:

- (1) The following shall be the time off, with pay, allowed for bonafide sickness:

Employee's Length of Service  
With the Company

Time Off With Pay For  
Bonafide Sickness

3 months to 1 year .....	1 week and 2 half weeks
1 year to 2 years .....	2 weeks and 3 half weeks
2 years to 5 years .....	3 weeks and 5 half weeks
5 years to 10 years .....	5 weeks and 7 half weeks
Over 10 years .....	7 weeks and 9 half weeks

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- (2) In stores having total volume of over \$50,000.00, Meat Department Heads to receive a minimum wage of \$161.60 per week.
  - (3) The Union and the Company agree to discuss in the near future the manning of the Salem, Ohio Meat Plant with the representatives of the interested Amalgamated Local Unions and other interested parties.

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- (4) At the request of either party, bonafide unsafe conditions in the store will be discussed between the Personnel Department and the Business Representative.
- (5) This Agreement shall be binding upon the Company herein, and its successors and assigns. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof, and shall bind the successors of the respective parties hereto.

Very truly yours,

D. C. AVERY, *Operating Superintendent*

Accepted by:

Amalgamated Food Employees Union Local No. 590

JOSEPH H. SABEL, *President*

## LOCAL 590 STAFF



JOSEPH H. SABEL  
President and Business Representative

JOHN F. HORMELL  
Secretary-Treasurer and Business  
Representative

SAM HENERY  
Business Representative

ANTHONY J. LUTTY  
Recording Secretary and Business  
Representative

ROBERT A. RAU  
First Vice-President and Business  
Representative

ALEX SERKE  
Second Vice-President and Business  
Representative

JOSEPH TOTH  
Fourth Vice-President and Business  
Representative

JOSEPH FARBACHER  
Business Representative

JACK DRAPER  
Business Representative

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