1960-1962

Agreement between

THE GREAT ATLANTIC & PACIFIC TEA CO., Inc.

Retail Store Employees Union Local 400 AFL-CIO

THIS AGREEMENT made and entered into this 7th day of April, 1960, between THE GREAT ATLANTIC & PACIFIC TEA CO., INC., BALTIMORE UNIT (hereinafter referred to as "Employer"), a participating member of Washington, D. C. Food Employers Labor Relations Association (hereinafter referred to as "Employers Council") and the RETAIL STORE EMPLOYEES' UNION, LOCAL NO. 400 of Washington, D. C., chartered by the Retail Clerks' International Association, AFL-CIO, (herinafter referred to as the "Union").

Mitnesseth:

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

WHEREAS, the parties hereto, through 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.

ARTICLE I Recognition

A. The Employer recognizes the Union as the exclusive bargaining agency for all of its employees, except Store Managers, and Meat Department personnel, in its retail stores located within a radius of twenty-five (25) miles of Washington, D. C., and in the following Maryland counties: Prince Georges, Charles, St. Marys, and Calvert.

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 Employers 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, except such work as is currently performed at the point of delivery by driver-salesmen in servicing retail markets with perishable bakery products and potato and corn chips directly from the delivery vehicle, and further excepting that representatives of a company sponsoring special promotions may erect and stock initial special displays in connection with said special promotions. There shall be a limitation of six (6) times per year for promotional programs using persons other than employees of the Employer, provided, however, that such special promotions must be area-wide promotions.

ARTICLE II Union Security

A. 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 effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, within thirty-one (31) days following the effective 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 effective date shall, within thirty-one (31) days following the beginning of such employment, become and remain members in good standing in the Union.

B. The application of Section A above is deferred in any jurisdiction where the Union Shop is not permitted by law, except for the purpose of representation, unless and until such law is declared unconstitutional or is repealed or otherwise becomes inoperative as to the operations of the Employer.

C. 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, social security number, and job classification and the date of employment, reinstatement or transfer.

ARTICLE III Hours and Overtime

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

B. All time worked by any employee in excess of eight (8) hours in any one day or forty (40) hours in any work week, or by a full-time employee in excess of thirty-two (32) hours in any week in which one of the specified holidays fall, shall be deemed overtime. Such overtime work shall be paid for at the rate of time and one-half the employee's regular rate of pay, but the employee shall not be compensated for both daily and weekly overtime. Work performed on Sundays and holidays shall be paid for at the rate of double time.

C. Employees who work an eight (8) hour shift shall work eight (8) hours in a period of either eight and one-half (8½) or nine (9) consecutive hours and shall be granted an uninterrupted meal period of either one (1) or one-half (½) hour beginning not before three (3) hours of work nor later than five (5) hours of work.

D. The meal period for night crew workers shall be one-half (½) hour and the eight (8) hour shift shall be worked in the period of eight and one-half (8½) consecutive hours.

E. The Employer may establish as many shifts as necessary, and the starting time of such shifts shall be optional with the Employer. There will be no split shifts.

F. Any full-time employee who works later than 7:00 P.M. more than three (3) nights in any week shall be paid time and one-half (1½) for the hours after 7:00 P.M. on the fourth (4th) or subsequent nights, even though they may be a part of the regular shift.

G. Overtime for employees assigned to the night shift shall be computed on the basis of base pay plus premium pay. H. On days where overtime is worked, if a second meal period is taken, it shall consist of one-half (½) hour duration only.

- I. Any employee instructed 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.

 J. (1) Part-time employees shall be employed a maximum of twenty-nine (29) hours per week, except during the period of June 15 to September 15th, when they may be employed a maximum of thirty-five (35) hours per week.

 (2) In any week in which a part-time employee works in excess of the hours specified in J (1), he shall be paid for all hours worked at his appropriate full-time hourly rate and after three (3) consecutive weeks of work performed in excess of the hours specified in J (1), he shall be entitled to the working conditions of a full-time employee.

 (3) No part-time employee shall be employed for less than four (4) hours in any day, unless he is not available for four (4) hours, in which case the minimum shall be three (3) hours.

 (4) Part-time employees who report for 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.

 K. Full-time employees reporting for work at their scheduled time or on instructions from their Employer shall be guaranteed a full-day's work of eight (8) hours with pay for the employees scheduled work days and four (4) hours with pay for non-scheduled days at the straight time rate of pay unless the employee otherwise qualifies for the overtime rate of pay.

 L.A daily working schedule for each full-time employee shall be posted in a conspicuous place on or before Saturday of the week preceding the week for which the schedule is effective. The schedule of work days shall not be interchangeable except that in an emergency an employee may be called in to work on his schedule day off, for which he will be paid at the straight time rate unless he qualifies for overtime pay. The schedule shall not be altered after it is posted except by mutual agreement.

 M. Cashiers-Checkers shall be granted a ten (10) minute rest period approximately

M. Cashiers-Checkers shall be granted a ten (10) minute rest period approximately in the middle of each four (4) hour work period.

ARTICLE IV

Wages and Employee Classifications

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

B. The minimum wage provided in Schedule A shall apply to all new employees and each new employe is to be on

probation for a period of thirty (30) days. If during the thirty (30) day period it is found that the new employee is not suitable for the business, his services are to be terminated at the Employer's discretion.

- C. All previous super market experience of any employee within the past five (5) years, proven by verification or ability, shall be recognized as seniority for the 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. 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.
- D. The service record of any new employee retained after the probationary period of thirty (30) days shall date from the time of such employee's original employment. The salary of such employee shall be retroactive to the date of original employment.
- E. A part-time employee when assigned to full-time work shall be credited for his accumulated part-time hours and placed on the salary scale to which he would have been entitled had these hours been accomplished as a full-time employee.
- F. The Produce Clerk. The following department heads may be assigned in stores designated by the Employer: Assistant Manager, Head
- G. The duties of Porters shall be limited to general cleaning up and carrying out customers' packages. Porters will not be permitted to handle, display, or sell any merchandise, except carrying out customers' packages.

 H. The duties of Baggers shall be limited to bagging merchandise at the check stand, carrying out customers' packages, attending parking lot, and cleaning in the immediate area of the check stand.
- I. The wage of a superannuated or physically handicapped employee is to be fixed by agreement between the employee, the Employer and the Union.

ARTICLE V

Night Shift Employees

- A. An employee who works any portion of his shift between the hours of 10:00 P.M. and 6:00 A.M. shall receive the night premium for the entire shift as follows: Twelve and one-half (12½) cents per hour through April 1, 1961, and Fifteen (15) cents per hour from April 2, 1961 through March 2, 1962, in addition to the employee's straight time rate of pay.

 B. When more than one employee is employed on the night shift, one employee shall be designated as the employee in charge and shall receive an additional premium of one (\$1.00) Dollar per shift.

- C. Employees on the night shift will receive their basic weekly wages plus the night premium in the computation of overtime, vacation, or holiday pay.

 D. Night crew employees shall be permitted to start their shifts at 9:00 P.M. on Sundays or holidays at the straight time rate of pay plus the night premium.

ARTICLE VI

Working Conditions

- A. The Employer will furnish and launder all store linen to be worn by its employees.
- B. The Employer shall have the right to discharge any employee for good cause, such as dishonesty, intoxication during working hours, drinking or gambling on the Employer's premises, or direct refusal to obey orders by the Employer which are not a violation of this Agreement, provided, however, that no employee shall be discharged or discriminated against because of membership in the Union or for Union activities.
- C. In the event that an employee's work is unsatisfactory, he shall be given at least one (1) written notice before disciplinary action is taken, and a copy of the notice shall be sent to the Union at the same time.
- D. Representatives of the Union may visit the Employer's stores for the purpose of observing working conditions and to see that this Agreement is being complied with, investigating the standing of employees and inspecting the pay records which shall be available for a reasonable length of time. Employees shall be furnished duplicate pay vouchers weekly.
- E. No employee shall suffer a reduction in hourly wage rates, increase in hours, or reduced vacation time by any provision in this agreement.
- F. If a physical examination or health permit is required by the Employer or local government, all expense attached to same shall be borne by the Employer.
- G. If any employee is required to work in more than one (1) store in the same day, the expense for necessary transportation shall be borne by the Employer. The time required for travel between the stores shall be included as a portion of the employee's work day and considered as time worked for all purposes.
 - H. Employees shall be in the store five (5) minutes prior to the time for starting the day's work.
 - I. The Employer shall maintain a first aid kit, fully equipped, in each store.
 - J. There shall be a time clock in each store which shall be used to record all hours worked by each employee.
 - K. Notices concerning Union business will be posted in designated locations in the stores, after approval by management.

ARTICLE VII

Vacations

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

Annual Vacation

Pro-Rata Vacation on Termination

- One week uninterrupted after one year

 Two weeks uninterrupted after three years

 Three weeks after ten years

 (Only vacations earned after 1/30/60).

 B. Employees discharged for drinking on the job shall not be entitled to pro-rata 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.

 P. Employees must work forty-one (41) weeks during the vacation year to qualify.
 - 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 Article VIII-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. Effective April 2, 1961, 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 Article VIII-A, occurs during a part-time employee's vacation, and the part-time employee would ordinarily have been scheduled for work on that day, he shall be paid as provided in Article VIII-B.

ARTICLE VIII

Holidays

(C1) -1 (C2-64) -080

A. The Employer's stores shall be closed to business on the following holidays: New Year's Day, George Washington's Birthday, Easter Monday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. All holidays falling on Sunday shall be observed on Monday. If George Washington's Birthday falls on a Thursday, Friday, or Saturday, the employee shall work, but shall be granted a holiday on the Monday next succeeding.

B. Full-time employees shall be granted holiday pay based on an eight (8) hour day. Part-time employees shall be granted holiday pay when the holiday falls on a day that the employee normally works, on the following basis: Employees who work twenty-nine (29) hours or less, four (4) hours pay; more than twenty-nine (29) hours, six (6) hours pay.

- C. In weeks wherein any of the aforementioned holidays occur, all full-time employees shall receive forty (40) hours pay for thirty-two (32) hours of work, which shall be accomplished in four (4) eight (8) hour days, and receive overtime pay in a holiday week for any hours in excess of thirty-two (32) hours for the week, or eight (8) hours in any day.
 - D. No employee shall be required to work on Sundays or the aforementioned holidays.
- E. To receive the aforementioned holiday pay an employee shall be at work on the working day preceding and following any such holiday, except for those on vacation or authorized leave. Holiday pay shall be given an employee who is prevented from working on the day before or the day after the holiday because of illness to the employee, or the employee's wife, husband, or child, of such a serious character as to require the employee to remain away from work. This seriousness must be attested to by a physician. Holiday pay shall be granted to an employee who does not work the day before or the day following the holiday in the event the employee's absence is caused by a verified accident. Provided, however, that in all events the employee must work at least one (1) day during the week in which the holiday falls in order to qualify for holiday pay.

Leaves of Absence

Subject to the following conditions, employees shall be granted leaves of absence which shall not interrupt their service

- A. Full-time employees with three (3) or more months of continuous service, up to six (6) months' leave without pay, when the employee is unable to work because of sickness or accident. Disability must be attested to by a registered physician.

 B. Maternity leaves of absence without pay up to nine (9) months to full-time employees, provided the employee has been with the Employer continuously nine (9) months or more, and further provided that a doctor certifies that the employee is physically able to resume her duties. In addition, such employees must return to work within three (3) months after the date of birth or miscarriage in order to retain an uninterrupted service record and right to reemployment. They must also give two (2) weeks notice of their intent to return to work, and if not assigned by the expiration of the two (2) weeks' notice the employee must receive pay in lieu of work thereafter.

 C. In the case of a death in the immediate family (namely, the death of a parent, spouse, child, brother, sister, or parent-in-law) of any full-time employee requiring the employee's absence from his regularly scheduled assignments, the employee shall be granted leave of absence with pay up to three (3) days. When an employee's normal time off falls within the three-day period, he shall be reimbursed for the portion of the time normally scheduled for work.

 D. Employees, full or part-time, who serve in the National Guard or military reserve units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit in which they serve. Such employees shall give the employer two (2) weeks prior notice.

 E. Any member of the Union employed by the Employer who is elected to a permanent office in the Union or is assigned by the Union to a Union activity necessitating leave of absence shall be granted such leave of absence and shall, at the end of the term in the first instance or at the end of his mission in the second instance be given reemployment at

- - F. Approved leave of absence for reasons other than those listed above shall not interrupt an employee's service record.

ARTICLE X Jury Duty

A. Full-time employees actually summoned and serving on juries will be granted time off when needed for actual jury duty, and will receive the difference between their straight time basic weekly pay and the amount received while on jury duty, except such jury duty fee which they receive while serving on their normally scheduled day off. They will be expected to work on the days when the jury is not in session, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly pay. This obligation on the part of the Employer shall be limited to thirty (30) days in each calendar year.

ARTICLE XI Seniority

A. In all layoffs the ordinary rules of seniority shall prevail, with due consideration being given to the job classification involved. Employees laid off for periods of less than six (6) months shall have preference to reinstatement in the reverse order. The service record of such reinstated employees shall not be interrupted. Sickness does not count as lay-off.

ARTICLE XII

Store Card or Decal

The Union agrees to furnish to the Employer one Union Store Card, and/or Decal, for each of the Employer's stores, to be properly displayed in each of the Employer's stores. Such card, or decal, shall remain the property of and shall be surrendered to the Union upon demand.

ARTICLE XIII

Shop Steward

- A. The Union shall have the right to appoint a Shop Steward in each store, whose duties shall be to report any irregularities to the Union office. In no instance shall the Shop Steward be discriminated against for discharging such duties, provided such duties do not interfere with the regular performance of his work for the Employer.
- B. A shop steward may be transferred only after two (2) weeks written notice to the Steward and the Union, except in cases of promotion or with the consent of the Steward or the Union to the transfer.

 C. It is understood that the Shop Steward shall be a full-time employee and shall be the last to be laid off in the store where he is employed, provided he is capable of performing the available work. The Union shall furnish to the Employer a complete list of Shop Stewards which shall be amended from time to time as may be necessary.

ARTICLE XIV

Termination Procedure

Upon the termination of an employee for any reason, the Employer shall within thirty (30) days thereafter notify the Union in writing of such termination.

ARTICLE XV Welfare Fund

- A. The parties hereto agree to continue the Health and Welfare Fund established by Trust Agreement April 27, 1957. Life Insurance, sick leave, hospital, surgical, and other health and welfare benefits will continue to be provided subject to reasonable rules and regulations established by the Board of Trustees.
- B. Effective January 31, 1960, the employer shall contribute to the fund an amount equal to eleven (11) cents per hour for each hour for which all full-time employees covered by this agreement received straight time pay. (Part-time employees temporarily assigned to full-time work for a period not exceeding three (3) consecutive weeks shall not be considered full-time employees for the purpose of Trust Fund contributions and benefits). All such contributions shall be remitted to the fund office by the 20th day of each month covering all pay periods ended in the preceding month.

 C. The name of the Fund shall be changed to "Retail Store Employees Local 400 and Subscribing Employers Health and Welfare Fund."

ARTICLE XVI

Voluntary Check-Off of Union Fees

A. The Employer shall check off initiation fees and dues from all members who authorize in writing such deductions, and shall make every effort to remit the same to the Secretary-Treasurer of the Union not later than the first of the month following the deduction.

ARTICLE XVII

Grievances and Arbitration

A. In the event a grievance or dispute arises under the terms and during the life of this Agreement that cannot be adjusted by the Union and the Employer within a reasonable time, either party may request that such grievance or dispute be submitted to arbitration, as follows:

Either party shall, in writing, notify the other of the need for the appointment of a Board of Arbitration and shall at the same time state the name of its representative on said Board. Within three (3) days after receipt of such notice, the other party shall designate, in writing, the name of its representative on said Board. The two members so selected shall within five (5) days select a third member of the Board of Arbitration. If within the said five (5) days the two members are unable to agree on the third member of the Board, either party may request the American Arbitration Association to designate the third member of the Board. The Board of Arbitration shall meet within five (5) days after the selection of the third member, who shall be its Chairman, and shall conduct a hearing and receive testimony and shall thereafter within five (5) days submit its findings and render its decision in writing. The decision of a majority of the Board shall be binding and conclusive on the

parties hereto as well as on the parties directly affected thereby. The expense of the third member of the Board shall be borne equally between the Employer and the Union. There shall be no strike or lockout pending the decision of the Board of Arbitration.

B. Under all circumstances, an employee or the Union must give the Employer notice in writing of intention to contest a discharge or disciplinary action within thirty (30) days from the date on which the employee has received notice of the discharge or disciplinary action. If such notice is not so given, the aggrieved party and the Union shall be deemed to have waived its or their rights to arbitration.

ARTICLE XVIII Military Service

The Employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States. Because the schedule of progressive wage rates provided for by Schedule A hereof depends upon actual experience on the job, a person re-employed pursuant to this Article shall, for purposes of Schedule A be credited only with months of actual payroll service. A person so re-employed 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.

ARTICLE XIX

No Strikes or Lockouts

A. It is mutually agreed that there shall be no strikes or lockouts during the existence of this Agreement. The Union agrees that during such time it will not order, but will use every effort to prevent cessation of work by any of the employees of the Employer for any reason. Nothing herein contained shall compel any employee to walk through a picket line, provided the picket line has the sanction of its own International Union.

B. The Union agrees to do all in its power to further the interests of the Employer signing this Agreement.

ARTICLE XX Invalidation

A. Should any Article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, section, or portion thereof directly specified in the decision, provided, however, that upon such a decision the parties agree immediately to negotiate a substitute for the invalidated Article, section, or portion thereof.

ARTICLE XXI Retroactivity

It is agreed that the wages established in this Agreement shall be retroactive to January 31, 1960 only for those employees who were in the employ of the Employer on February 15, 1960.

ARTICLE XXII **Duration of Contract**

This Agreement shall continue in effect from January 31, 1960, through March 3, 1962, and shall continue in effect from year to year after March 3, 1962, unless either party serves notice in writing on or before January 3, 1962, or on or before January 3rd of any year thereafter of a desire for termination of or for changes in the Agreement. In the event either party serves such notice in respect to changes in the Agreement, the Employer and the Union shall immediately begin negotiations on the proposed changes, and that pending the termination of the negotiations neither party shall change conditions existing under the Agreement, it being understood and agreed that either party may in its own discretion, by written notice, unilaterally terminate such negotiations whenever it so desires.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written.

FOR THE EMPLOYER: (THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.)
W. J. KANE
F. X. THANNER

FOR THE UNION: RETAIL STORE EMPLOYEES' UNION LOCAL NO. 400 F. H. McGUIGAN CHARLES F. WILSON 1 7

APPROVED BY DISTRICT OF COLUMBIA FOOD EMPLOYERS
LABOR RELATIONS ASSOCIATION
By FRANK J. SHEEHAN
President
By JACOB LEHRMAN
Vice-President

RETAIL CLERKS LOCAL No. 400 Schedule "A"—Wages

Schedule A — way	500				
	1/31/60 - 4/1/61		4/2/61 - 3	4/2/61 - 3/3/62	
	Hourly	Weekly	Hourly	Weekly	
	Rate	Rate	Rate	Rate	
ASST. MANAGERS	_ \$2.75	\$110.00	\$2.875	\$115.00	
PRODUCE DEPT. HEADS	2.50	100.00	2,625	105.00	
CLERKS — FULL TIME					
1st 6 months	1.925	77.00	1.95	78.00	
2nd 6 months		80.00	2.025	81.00	
3rd 6 months		83.00	2.125	85.00	
4th 6 months		86.00	2.225	89.00	
After 2 years	2.325	93.00	2.425	97.00	
CLERKS — PART TIME					
1st 1040 hours			1.825		
After 1040 hours			1.925		
" 2080 hours	1.97		2.025		
" 3120 hours			2.15		
4100 nours	2.175		2.275		
PORTERS — FULL TIME				20.00	
1st 6 months	1.675	67.00	1.725	69.00	
After 6 months		69.00	1.80	72.00	
PORTERS — PART TIME	1.655		1st 1040 hours—	\$1.705	
BAGGERS — FULL TIME			Thereafter	1.73	
1st 6 months	1.665	66.60	1.71	68.40	
2nd 6 months	1.74	69.60	1.785	71.40	
After 1 year	1.84	73.60	1.92	76.80	
BAGGERS — PART TIME					
1st 1040 hours	1.695		1.74		
Thereafter	1.82		1.89		

The Relief Manager shall receive the salary of the Regular Store Manager, with a maximum of \$165.00 for a six (6) day week, when relieving for one (1) full week or more.

Clerks, receiving more than the two (2) year minimum wage rate, will receive the same amount of increase as the "After Two Year" Clerk in the wage schedule.