

AGREEMENT IX-11/61

between

AMALGAMATED MEAT CUTTERS

and

BUTCHER WORKMEN of N. A.

AFL-CIO

Locals No. 56 - 195 - 198 - 199

and

American Stores Co.

The Great Atlantic & Pacific Tea Co.

Food Fair, Inc.

June 1, 1959 to November 30, 1961

JOINT COUNCIL OF PHILADELPHIA & VICINITY

Officers and Negotiating Committee

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22
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AGREEMENT

THIS AGREEMENT made and entered into this 14th day of January, 1960 by and between
AMERICAN STORES CO.
THE GREAT ATLANTIC & PACIFIC TEA CO.
FOOD FAIR INC.,

(hereinafter referred to as "Employer") and the JOINT COUNCIL OF PHILADELPHIA AND VICINITY and the Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO and Local Unions Nos. 56, 195, 198 and 199 (hereinafter referred to collectively as "Union").

WITNESSETH:

ARTICLE I

Purpose and Scope of The Agreement

Section 1. 1—*Purpose of Agreement*

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve economic relations between the Employer and its employees covered hereby and shall set forth the basic agreement covering the rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

Section 1. 2—*Scope of Agreement*

This Agreement shall apply to the meat, poultry, fish and delicatessen employees of the Employer coming within the jurisdiction of the Union in all stores and markets of the Employer located in the territories which are served as set forth in Schedule A hereto attached.

Section 1. 3—*Handling of Products*

(a) In stores which operate meat departments, only employees covered by this Agreement who are members of the Union as herein provided shall handle meats, poultry, fish or delicatessen products, whether fresh, frozen or smoked.

(b) All such products will be cut, packaged, prepared and sold on the premises, except, however, that where such items have customarily been prepared and packed off the premises by the Employer prior to this Agreement, such items shall continue to be handled by employees who are members of this Union.

(c) Likewise all such products which have heretofore customarily come to the Employer already packed by the producer or distributor shall be handled as heretofore.

(d) A list of such items shall be mutually agreed upon and set forth in Schedule B attached hereto and made a part hereof.

(e) The items on said list shall only be changed by mutual agreement.

Section 1. 4—*Manning of Meat Department*

Meat Department employees shall man the Meat Department whenever the store is open for business.

ARTICLE II

Union Status

Section 2. 1—*Recognition*

The Employer recognizes, and during the term of this Agreement will continue to recognize and deal with the Union or its successor as the sole collective bargaining agent for all of the Employer's employees as hereinabove set forth in Section 1. 2.

Section 2. 2—*Union Shop*

(a) The Employer agrees, as a condition of employment, except as set forth in paragraph (b) below, to require membership in good standing in the Union be maintained at all times by its employees covered by this Agreement.

(b) All new employees covered by this Agreement shall become members of the Union on the thirty-first (31st) day after the date of their employment, and shall maintain their membership and remain in good standing in the Union for the term of this Agreement.

Section 2. 3—*Non-Payment of Membership Dues*

The Employer further agrees to discharge any employee for non-payment of uniform initiation fees and membership dues within seven (7) days after receiving written notice from the Union so to do.

Section 2. 4—*Dues Deductions*

The checkoff will be carried on in accordance with past practices. The Union will supply standard cards authorizing the deduction of uniform initiation fees and dues, which will be signed by the employees involved.

Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of uniform initiation fees and dues made pursuant to the provisions of this Agreement.

Section 2. 5—*Hiring of New Employees*

The hiring practice shall be as follows:

(a) When the Employer requires any workers, either for regular employment or for extra work, he shall apply to the office of the Union; the Union agrees to send any available workers of proven qualification who shall identify themselves by presenting Union work 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 that the Union cannot supply workers applied for by the Employer, 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 Article.

(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 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.

(e) Announcement of the hiring hall shall be posted prominently with all necessary information in every store covered by this contract, in addition to the company's employment office and the Union office.

Section 2. 6—*Union Activities During Working Hours*

(a) The Union or its duly authorized representatives may, during working hours, have access to the Employer's places of business covered by this Agreement, for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

(b) Any complaints and grievances may be discussed with the representatives of the Employer during working hours. The Union agrees, however, that such matters will not be discussed with store employees during their hours of employment.

(c) The performance of Union duties and Union activities will not be carried on during hours of work.

(d) There will be no discrimination against any employee because of Union membership or Union activities.

ARTICLE III

Wages

Section 3. 1—*Schedule of Wage Changes*

During the term of this Agreement the Employer shall pay the wages and increases as outlined in Schedule C hereto attached and made part of this Agreement.

Section 3. 2—*Job Classifications and Rates*

(a) All job classifications, rules and regulations governing employment and scale of minimum wages are set forth in Schedule C hereto attached and made a part of this Agreement.

(b) Any employees receiving a higher straight-time rate than the minimum rate set forth in Schedule C for the particular classification, shall not have his or her wages reduced as a result of this Agreement, but the Employer agrees that any differential above the minimum which heretofore existed shall be continued.

ARTICLE IV

Hours of Work

Section 4. 1—*Work Week*

The work week shall consist of five (5) days totaling forty (40) hours exclusive of meal periods, and said forty (40) hours of work must be performed within the schedule of daily hours provided in Section 4. 2 of this Agreement.

Section 4. 2—*Schedule of Hours*

The hours of employment for all employees covered by this Agreement shall be from 7:00 A.M. to 6:00 P.M., Monday through Saturday within the forty (40) hour work week.

A. *Full Time*

Effective not later than the nearest payroll period to June 1, 1960, full-time employees shall be scheduled to work five (5) days consisting of not less than eight (8) hours per day with one (1) night until 10:00 P.M. Any time worked before 7:00 A.M. or after 6:00 P.M. on any other night, Saturdays excepted, or for more than eight (8) hours shall be compensated therefor at the overtime rate as provided herein. However, until the nearest payroll period to June 1, 1960, full-time employees may be scheduled to work one (1) six (6) hour day; three (3) eight (8) hour days; and one (1) ten (10) hour day within the hours above set forth except that a full-time employee may be scheduled to work one (1) night not later than 10:00 P.M., Saturdays excepted, within the forty (40) hour work week. Any time worked before 7:00 A.M. or after 6:00 P.M., except as provided above, or more than the daily schedule of hours shall be compensated therefor at the overtime rate as herein provided.

B. *Part-Time*

Part-time employees shall be scheduled to work, if available, not less than four (4) hours per day, except on Friday or the long day preceding a holiday when the employee shall be scheduled for not less than eight (8) hours. Within this schedule the employee may be scheduled to work one (1) night up to 10:00 P.M. at straight time. Any time worked before 7:00 A.M. or after 6:00 P.M., except as set forth above, shall be compensated therefore at the overtime rate as provided herein; effective the nearest payroll period to June 1, 1960 part-time employees shall be paid overtime for work in excess of eight (8) hours; except as set forth above.

Part-time employees called in and reporting for work shall, if available for work, be guaranteed four (4) hours' of work or four (4) hours' pay on any day except Friday or the long day preceding a holiday when the guarantee shall be eight (8) hours' work or eight (8) hours' pay.

Section 4. 3—*Saturday Night Hours*

No work shall be performed on Saturdays after 6:00 P.M. except in cases of emergency, in which event double time shall be paid for all work performed on Saturdays after 6:00 P.M.

Section 4. 4—*Overtime*

(a) All time worked by full and part-time employees outside of the specified daily hours, except as provided in Section 4. 2 above, and all time worked by full-time employees in excess of five (5) days or forty (40) hours shall be paid for at the overtime rate.

(b) All time worked by part-time employees in excess of forty (40) hours, regardless of the number of days, or after 6:00 P.M., except for the onelong straight-time night, shall be paid for at the overtime rate.

Section 4. 5—*Explanation As To Premium Pay*

(a) *Overtime* — Overtime as defined herein shall mean one and one-half (1½) times the employee's straight-time hourly rate.

(b) *Double Time* — Double time as defined herein shall mean twice the employee's straight-time hourly rate.

(c) *Triple Time* — Triple time as defined herein shall mean thrice the employee's straight-time hourly rate.

Section 4. 6—*Explanation As To Full-Time And Part-Time Employees*

(a) A full-time employee shall be defined herein as an employee who is regularly scheduled to work forty (40) hours or more per week.

(b) A part-time employee shall be defined herein as one who is regularly scheduled to work less than thirty (30) hours per week.

Section 4. 7—*Meals and Rest Periods*

(a) Each employee shall be scheduled for a meal period of not less than thirty (30) minutes nor more than one (1) hour, without pay, as specified by employer. There shall be no more than one (1) meal period during a day consisting of nine (9) hours or less.

(b) Employees working six (6) hours or less, but more than two (2) hours in any one (1) day shall receive one (1) fifteen (15) minutes rest period and employees working more than six (6) hours in any one (1) days shall receive two (2) fifteen (15) minutes rest periods, such rest periods shall be scheduled as near as possible to the middle of the work periods.

Where employees are required to do their scheduled day's work of cutting meat in the ice box, two (2) additional ten (10) minute rest periods are to be granted, one (1) in the A.M. and one (1) in the P.M. The Employer shall make every reasonable effort to maintain temperatures around 36°-38°.

All rest periods mentioned above shall be compensable time.

Section 4. 8—*Christmas Eve Work*

No work shall be performed on Christmas Eve after 5:00 P.M. Where an employer has, prior to the date of this Agreement, maintained a practice that no work shall be performed after 6:00 P.M. on New Year's Eve, said practice shall continue during the term of this Agreement.

Section 4. 9—*Work Schedules*

Weekly dated work schedules shall be posted in all stores without exception during the prior work week. The Store Manager or Meat Manager, whichever the company designates, shall be responsible for the posting of schedules. In cases of failure to post schedules during the prior work week, the first night worked shall be the straight-time night and any subsequent night shall be paid at the overtime rate.

ARTICLE V

Vacations

Section 5. 1—*Vacation Benefit*

Each eligible employee (rules governing vacations are set forth in Schedule D attached hereto and made a part hereof) shall be entitled to the vacation benefit set forth below:

Length of Continuous On-the-Job Service	Full-Time Employee	Part-Time Employee (Effective 1960)
03 38-39 1. One (1) year or more but less than three (3) years.	One (1) week	The number of weekly hours regularly scheduled.
07 42-43 2. Three (3) years or more, but less than ten (10) years.	Two (2) weeks	Twice the number of weekly hours regularly scheduled.

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3. Ten (10) years or more, but less than twenty (20) years. Three (3) weeks Thrice the number of weekly hours regularly scheduled.

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4. Effective 1960, twenty (20) years or more. Effective 1960, Four (4) weeks Four times the number of weekly hours regularly scheduled.

Section 5. 2—*Holidays Within Vacation Period*

If one of the specified holidays agreed upon as set forth in Section 6. 1 shall fall within the period of the full-time employee's vacation, said full-time employee shall be granted an additional day's vacation, or in lieu thereof the equivalent of one (1) full day's pay, based upon the full-time employees' regular straight-time rate. This provision shall apply even though the holiday falls on the day of the week which would ordinarily be the day off for the full-time employee.

Section 5. 3—*Personal Holiday*

The personal holiday, as set forth in Article VI, Section 6. 1, shall be added to the end of individual employee's vacation as a fixed day, commencing January 1, 1960.

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Section 5. 4—*Not Accumulative*

Vacation benefits may not be carried over to the following vacation year.

Section 5. 5—*Vacation Scheduling*

Vacation scheduling shall be based on seniority, so far as possible. Unless the business of the Employer directs otherwise, vacation grants up to and including two (2) weeks shall be taken in consecutive days within the vacation period; the third and fourth week's vacation will be scheduled at time mutually convenient to employee and employer.

Section 5. 6—*Proven Illness or Accident*

Any full-time or part-time employee who works twenty-six (26) weeks or more in the vacation year and who loses time because of accident or proven illness shall be entitled to his vacation provided for herein.

Section 5. 7—*Layoff*

Any full-time or part-time employee with less than one year's service who is laid off shall retain his time worked as credit to qualify for vacation, providing he retains his seniority as stated in the contract for employees who are laid off and subsequently return to work.

ARTICLE VI

Holidays

Section 6. 1—*Specified Holidays*

(a) All full-time employees covered by this Agreement are entitled to the following holidays, for which they are to receive full pay when not working, provided they work the day before and the day after such holiday, Sundays and designated days off excepted:

New Year's Day
Easter Monday
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Christmas Day
Personal Holiday

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(b) Part-Time Holidays - Commencing January 1, 1960 part-time employees shall receive holiday pay, for the named holidays in sub-paragraph (a) above, excluding "Personal Holiday," as indicated below; provided the holiday falls on the day that the part-time employee is normally scheduled to work:

- (i) Normally scheduled to work less than thirty (30) hours a week - four (4) hours.
- (ii) Normally scheduled to work thirty (30) hours or more a week - eight (8) hours.

Section 6. 2—*Holiday Work Week: Hours and Wages*

(a) In a week which includes any of these holidays, the work week is to be composed of thirty-two (32) hours of work and eight (8) hours of holiday time, for which full-time employees will receive a full week's pay.

(b) All work performed by full-time employees in a holiday week on days other than the holidays, and Sunday, and which is in excess of thirty-two (32) hours, shall be paid for a time and one-half ($1\frac{1}{2}$).

(c) No work shall be performed on any of the above named holidays, except during an emergency and in such case, double time exclusive of the regular weekly wages shall be paid.

It is mutually intended that no work shall be performed on Sundays; however, if work is performed on Sunday, the employee shall be paid triple time, except in the case of a mutually agreed upon emergency, in which case double time shall be paid.

(d) In a week in which any of the above named holidays falls on Sunday, such holiday shall be observed on Monday, and if any work is performed on the said Monday, the holiday provision shall apply.

ARTICLE VII

Leave of Absence

Section 7. 1—*Absence for Full Time Union Job*

Any employee covered by this Agreement who takes a full time job with the Union shall be given leave of absence not exceeding one (1) year, subject, however, to the renewal of such leaves of absence by mutual consent of the Union and the Employer for succeeding one (1) year periods.

Section 7. 2—*Temporary Absence for Union Activity*

Any employee who is selected as a delegate or representative of the Union in any activity necessitating temporary absence from employment shall be granted a leave of absence.

Section 7. 3—*Reemployment*

All leaves of absence shall be without loss of seniority and upon the termination of such leave of absence, the employee shall be reemployed at his former wage rate plus any increase or less any reduction that may have become effective during the said leave of absence.

Section 7. 4—*Time Off for General Elections*

During general elections employees subject to this Agreement, and where eligible to vote, shall be given a reasonable time off to vote, not to exceed two (2) hours, providing, however, that said time off is necessary.

Section 7. 5—*Funeral Leave*

(a) In case of a death in the immediate family of an employee, requiring the absence of the employee, the Employer shall grant a leave of up to three (3) consecutive days to the said employee at regular pay. Sunday is not to be counted as one of the days.

(b) Immediate family is defined as including parent, spouse, child, brother, sister, mother-in-law or father-in-law.

(c) In no event shall the pay received under this Section result in any change in the employee's weekly pay.

Section 7. 6—*Maternity Leave*

Maternity leave, if desired by the female employee, shall be granted without pay, provided that female employees return to work no later than three (3) months following birth or miscarriage, and must have been employed for one (1) year in order to become eligible for the aforementioned leave of absence and for the weekly disability benefits, if any, as specifically set forth in Article X and applicable Schedules E and E-1. Upon return to work any such employee shall be restored to the job in which she was last employed, or its

equivalent, without loss of seniority, which would otherwise affect layoffs or rehiring. Such employee shall receive all other benefits which were effective as of the date that the maternity leave was taken.

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Section 7. 7—*Jury Duty*

An employee called to jury duty shall be granted time off. The Employer shall pay the difference between the employee's juror's pay and his normal weekly base wages for a maximum of thirty (30) calendar days in any one calendar year while the employee is on jury duty. The employee must report back to work on any day that he is released from jury duty for the day.

Section 7. 8—*Military Service*

An employee returning from military service shall be put back on the regular job he had, or its equivalent, when leaving for military service, but because on the job experience and application are the predominating factors in up-grading within a rate range, military service itself shall not qualify such an employee for automatic promotion within the rate range. The same shall be based on payroll service only.

ARTICLE VIII

Seniority

Section 8. 1—*Seniority Calculation*

Seniority shall be calculated by continuous service from the last employment date. Employees laid off and subsequently rehired by the Employer within six (6) months from the lay-off date, shall retain their former seniority, regardless of any change in their places of employment. Likewise, employees absent on account of ill health shall retain their seniority for a period of one (1) year from the date of absence.

Section 8. 2—*Seniority List*

The Employer agrees to furnish the Union each contract year with a separate seniority list of employees of all classifications indicating their last employment date.

Section 8. 3—*Requirements for Health
& Welfare and Pensions*

An employee who works a minimum of one hundred and twenty (120) hours in four (4) weeks within a calendar month shall be eligible for health and welfare and pensions, providing other requirements have been fulfilled.

ARTICLE IX

Layoffs, Promotions and Transfers

Section 9. 1—*Rules*

The following rules shall govern the subject matter of this Article:

(a) In layoffs, rehiring, promotions, demotions and transfers from one type of work to another, or from one location to another, the Employer shall consider seniority in conjunction with ability and practicability.

(b) The Union shall be notified at least one (1) week in advance of all such layoffs, promotions, demotions and permanent transfers.

(c) Employees shall give at least one (1) week's notice before terminating their employment with the Employer.

(d) Any dispute as to the above, which cannot be amicably settled shall be determined in accordance with the grievance procedure as outlined in Article XIV hereof.

ARTICLE X

Health and Welfare Program

It is hereby agreed that the Health and Welfare programs as set forth in Schedule E attached hereto is made part of the Agreement.

ARTICLE XI

Pension Plan

The Employer shall contribute five cents (5c) per hour for each full-time employee up to a maximum forty (40) hours per week, including holidays and vacations, into a jointly administered, actuarily sound, industry pension fund.

The aforementioned pension fund shall provide to retired employees a benefit of \$3.25 per month times the number of years of continuous service and a \$1,000.00 death benefit coverage. It is understood that the present company group life insurance and hospitalization coverage shall be terminated in respect to all retirees. Upon the signing of this Agreement an immediate actuarial study shall be undertaken, to be completed no later than six (6) months from this date, for the purpose of determining the need for adjusting employer contributions. The employer agrees to pay contributions necessary to maintain the soundness of the plan.

Mandatory retirement for all employees covered by this industry pension plan shall be sixty-five (65) years of age.

The Employer hereby adopts and agrees to be bound by the terms and conditions of a Trust Agreement entered into between the Union and certain subscribing employers.

ARTICLE XII

Probationary and Trial Period

Section 12. 1—Length of Probation

The first thirty (30) days of employment of an employee shall be considered a probationary period, and during said period the Employer may dismiss such employee for any reason whatsoever without the Union having any recourse to the grievance and arbitration procedure.

Section 12. 2—*Previous Experience*

In establishing the rate of pay for newly hired employees, previous experience up to three years earned as a member of a local of the Joint Council of Philadelphia and Vicinity shall be counted. This section shall not apply to qualified journeymen whose rate of pay shall be established based upon all previous experience no matter where it was earned.

Section 12. 3—*Trial Period*

There shall be a ninety (90) day trial period for all employees promoted to a higher job classification, during which the Employer may make a determination on continuing the employee in higher classification or returning him to his former classification. This section shall not apply to automatic rate increases within a job classification, but shall apply to promotion to Department Manager.

ARTICLE XIII

Right of Appeal

Section 13. 1—*Appeal After Dismissal*

(a) Where an employee has been employed for a period longer than thirty (30) days, such employee shall have the right within one (1) week after the date of dismissal to appeal to the Union, whereupon the Union and the Employer may jointly investigate the reasons for such dismissal.

(b) In the event the Union and the Employer cannot agree concerning the justification of such dismissal, then the dismissal shall be arbitrated in accordance with the arbitration procedure herein set forth in Article XIV.

(c) If it is found that the said employee was dismissed without just cause, then the said employee shall be reinstated with full pay for time lost.

ARTICLE XIV

Grievance and Arbitration

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Section 14. 1—*Settlement of Grievance*

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(a) Should any differences arise between the Employer and the Union concerning the application or interpretation of the terms of this Agreement, the matter shall within two (2) weeks of its occurrence be discussed between the Union steward and the Store Manager or any other representative designated by the Employer, for the purposes of adjustment. If the matter is not settled within five (5) days, then . . .

(b) The matter shall be taken up with the Union's business representative and the Personnel Department or any other representative designated by the Employer. If no settlement is reached within five (5) days, then . . .

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(c) The matter shall be referred to the Joint Council of Philadelphia and Vicinity and the Employer.

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(d) In the event that such complaint cannot be adjusted, then the arbitration procedure herein set forth shall become applicable.

(e) All grievances and/or complaints concerning the application or interpretation of the terms of this Agreement must be brought to the attention of the respective parties within two (2) weeks after their occurrence, except in cases of appeals from discharge, which shall be brought to the attention of the respective parties within one (1) week after the date of dismissal.

Section 14. 2—*Submission to Arbitration*

(a) Should any difference arise between the Employer and the Union concerning the application or interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences between the respective parties.

(b) Should the parties, however, be unable to adjust the said difference, the matter in dispute shall be referred to a Board of Arbitration.

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(c) The decision of the said Board of Arbitration shall be final and binding upon both parties.

(d) The expense of arbitration shall be borne equally by the respective parties.

Section 14. 3—*Board of Arbitration*

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2 (a) When arbitration becomes necessary each party shall forthwith select an arbitrator and the two (2) arbitrators shall select a third arbitrator or umpire, who shall act as chairman.

(b) The parties hereto agree to name their selection of an arbitrator within two (2) days after receiving notice from either party that adjustment of a difference or dispute cannot be resolved.

(c) The said two (2) arbitrators shall make every effort to choose the impartial arbitrator, but in the event that they are unable to agree upon the impartial arbitrator within five (5) days, the American Arbitration Association shall be requested to submit a panel from which the two (2) arbitrators shall select the third.

Section 14. 4—*Decision by Board of Arbitration*

The Board of Arbitration, by a majority vote, must render a decision not later than thirty (30) days after the difference or dispute has been submitted for their consideration. This period may be extended by mutual consent of the Union and the Employer.

Section 14. 5—*Reinstatement*

In the event of an arbitration involving the dismissal of an employee, the Board of Arbitration may reinstate the said employee to his former position and seniority if no sufficient cause has been established, with or without back pay.

ARTICLE XV

Strikes and Lockouts

Section 15. 1—*Strikes and Lockouts*

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The parties hereto mutually agree that during the life of this Agreement there shall be no authorized strike, stoppage of work, slowdown, boycott, etc. by the Union, nor shall there be any lockout by the Employer for any reason whatsoever, and that any differences concerning the application or interpretation of the terms of this Agreement which cannot be amicably adjusted by and between the parties shall be submitted to arbitration in accordance with the provisions of Article XIV.

Section 15. 2—*Action by Union Officials*

The Union and its official representatives will take every reasonable precaution to prevent any threat of, preparation for, or any unauthorized work stoppage, walkout or strike.

Section 15. 3—*Strikes by Other Locals*

Nothing herein contained shall compel any employee to walk through a picket line set up by local unions parties to this Agreement; Meat Cutters Retail Joint Council of Philadelphia and Vicinity; Teamster Joint Council No. 53 of Philadelphia and Vicinity; American Bakery & Confectionery Workers Local No. 6; Retail Clerks International Association Local Unions 1349, 1357, 1358, 1360, 1361, 1371 and 1393 provided said strike has received the written prior approval of the Amalgamated Meat Cutters and Butcher Workmen of North America and the Food Council of Philadelphia and Vicinity.

ARTICLE XVI

Miscellaneous Provisions

Section 16. 1—*Stewards*

(a) The Stewards of the Union at all times shall be full-time employees.

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(b) The Union will use its best efforts to secure as Stewards a high caliber of employees, who shall be required to conform to the standards and qualifications required by the Union and by the Employer.

(c) The Stewards or other individual employees covered hereby shall not be considered agents of the Union for the purpose of calling strikes or causing shutdowns.

(d) The Stewards shall be the last to be laid off in any case.

(e) The Union shall furnish the Employer with a complete list of Stewards, which shall be supplemented from time to time as may be necessary.

(f) In carrying out the intent of contract enforcement, Stewards and Committeemen shall have the right to inspect time cards.

Section 16. 2—*Enforcement of Standards*

The Union agrees to do everything within its power to enforce its rules and regulations and, through advice, instruction, and example, to maintain the highest standard of work.

Section 16. 3—*Work Not Required*

No member of the Union shall be required to perform work which is beyond his usual line of duty, such as but not limited to loading or unloading meat trucks, or skinning of the carcass of any animal. Personal cars of employees shall not be used for hauling.

Section 16. 4—*Laundry, Tools and First-Aid Kits*

(a) The Employer shall furnish and launder one (1) apron per day and three (3) coats per week for each employee.

(b) The Employer agrees that top quality tools shall be provided and maintained in good condition.

(c) Each store shall be supplied with a first-aid kit, kept equipped with proper first aid material and supplies.

(d) The Employer shall maintain lockers as well as adequate toilet facilities for the separate use of female and male employees.

Section 16. 5—*Relief*

(a) Each meat department operated under the jurisdiction of this Union shall have a Chief Meat Cutter in charge. In the event that the Chief Meat Cutter, Back-room Man, Man in charge of Fish and Poultry is absent from his or her duties because of illness or any other reason for more than two (2) days during any week, then his or her job shall be filled by a competent replacement and shall be compensated in accordance with the scheduled base pay for the job. No one shall suffer a reduction in pay because of his filling in on such replacement.

(b) If any employee relieves another employee in a higher job classification than his own for more than two (2) days during any week, he shall receive the pay for that particular job for the exact number of hours of the week which he relieves that position.

(c) Meat Cutters working full time in the back room of a service meat department for more than two (2) consecutive days or who accumulate more than twenty (20) hours of backroom work in any one (1) week shall be paid the backroom rate for the entire week.

Section 16. 6—*Increased Cost of Transportation*

The Employer agrees to pay the difference in cost of transportation to employees temporarily transferred from one store to another, which transfer increases their normal cost of carfare.

Section 16. 7—*Union Store Card*

The Union shall furnish to the Employer at least one (1) union store card for each of the Employer's stores covered by this Agreement, to be displayed on such public portion of the premises as the Employer may select. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

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ARTICLE XVII

Privileges

Section 17. 1—*Past Privileges*

All privileges enjoyed by the employees and not specifically covered by this Agreement shall continue as heretofore, and shall not be eliminated or modified by virtue of the execution of this Agreement.

ARTICLE XVIII

Validity of Contract

Section 18. 1—*Effect of Court Action*

Should any Article, Section, paragraph or portion of this Agreement be declared by any Federal or State Court of competent and final jurisdiction to be unlawful, invalid, ineffective or unenforceable, said Article, Section, paragraph or portion shall not affect the validity and enforceability if any other Article, Section, paragraph or portion contained herein, and the remaining portions of this Agreement shall continue in full force and effect, subject, however, to the right of the parties hereto to re-negotiate any such Article, Section, paragraph or portion, and substitute therefor a lawful provision, provided, however, that if any such Article, Section, paragraph or portion is subsequently declared to be lawful and valid, then it shall immediately be reinstated in the Agreement.

ARTICLE XIX

Duration of Agreement

(a) This Agreement has resulted from joint industry-wide negotiations between Philadelphia Food Store Employers Labor Council, as the authorized negotiating representative for Employer and other participating employer members, and the Joint Council of Philadelphia and Vicinity, as the authorized representative for the various local unions involved.

(b) This Agreement shall be effective from the beginning of the first payroll period nearest to the first day of June, 1959 and shall be binding upon the parties hereto until the 30th day of November 1961, and thereafter shall continue from year to year unless either party serves notice in writing at least sixty (60) days prior to the expiration of the original or any subsequent term of this Agreement, of the desire of that party for a termination or for modification of any of the provisions contained herein.

(c) In the event either party serves notice requesting modification in this Agreement, the Employer and the Union shall begin negotiations immediately on the proposed provisions of modification.

(d) Pending the outcome of such negotiations this Agreement shall continue in full force and effect, subject, however, to the right of either party to terminate the entire agreement upon at least seven (7) days' written notice to the other party.

(e) In the event the parties agree to modify any of the provisions contained herein, such modification shall be retroactive to the termination date of this Agreement or any term thereof.

IN WITNESS WHEREOF, the parties hereto, their successors in title or their successors by operation of law, and their assigns, intending to be legally bound by this Agreement and the provisions contained herein, have caused these presents to be duly signed by their duly authorized officers and representatives.

EMPLOYER:

AMERICAN STORES CO.

By:

Blayne J. Barton
Wm. C. Parks

Robt. J. McIntyre
Geo. S. Castle

THE GREAT ATLANTIC & PACIFIC TEA CO.

By:

W. A. Donahoe

J. F. Dailey

FOOD FAIR, INC.

*By:

Jules Schwartz

Witness:

PHILADELPHIA FOOD STORE EMPLOYERS
LABOR COUNCIL

By:

Jules Schwartz
President

Robt. F. Longacre
Vice-President

Blayne J. Barton
Secretary-Treasurer

JOINT COUNCIL OF PHILADELPHIA AND VICINITY

By:

Leon B. Schachter
President

For LOCAL No. 56

Charles B. King

For LOCAL No. 198

David R. Highland

For LOCAL No. 195

Fred Rauser
James O'Malley

For LOCAL No. 199

Jack Birl

SCHEDULE "A"

Territories covered by this Agreement for American Stores:

Zone No. 1
Newark, Delaware
Hummelstown, Pa.
Lebanon, Pa.

SCHEDULE "A-1"

For The Great Atlantic & Pacific Tea Co., Inc.

All stores and markets located in territories covered by the Philadelphia unit of the employer.

SCHEDULE "A-2"

Food Fair Stores, Inc.

Territory covered by this Agreement:

All stores and markets located within the jurisdiction of Locals 56, 195 and 199, except the Harrisburg territory.

SCHEDULE "B"

The following items shall be handled by Self-Service Meat Departments (All of these items are to be priced on the premises.):

It is agreed that this Schedule shall incorporate the self-service list finally agreed upon by the Joint Union-Management Committee which is presently considering this matter.

Fresh & Smoked Pork Sausage and Other Sausage Items:
Sausage — All types

All Sausage Kitchen Items, whole or pieces, pre-packed in Central Plant or by Packer.

Smoked Meats — Pre-Packaged:

- All Smoked Hams, whole, halves, or slices
- “ Picnics
- “ Butts
- “ Slab Bacon
- “ Pork Squares
- “ Boston Butts
- “ Hocks
- “ Beef Tongues

Frozen Meat Items — Pre-Packaged:

- All Offal
- All Meat & Poultry Pies, including croquettes, breads, turnovers, a la King
- All Patties, including hamburg, beefburgers, seasoned or unseasoned
- All Steaks, (sandwich, buttered, chipped, cubed, breaded, seasoned or unseasoned)
- Veal Cutlets
- All Tongues
- Rabbits
- All Prepared Dinners

Poultry Items — Pre-Packaged — Eviscerated:

Fresh, Cooked or Frozen (whole):

- All Whole Poultry
- Frozen Consumer Packages (not to be broken for sale)

Poultry Items — Not Pre-Packaged — Fresh:

- All Cut-Up Poultry

Fish — Fresh, Frozen, Cooked, Salted & Pickled, Cleaned

Consumer Packages and Bulk:

- All fish cleaned and gutted including smelts
- All fish fillets
- All fried and breaded fish, including oysters, scallops, etc.
- All Fish Cakes

Crab Meat
Deviled Crab
Lobster Meat
Lobster Tails
All Fish Pies
Shucked Clams
Shrimp, (All,including shrimpburgers)
All Seafood Dinners

Miscellaneous — Pre-Packaged:

Cheese — Sliced, Container, Cottage Cheese
Salads, Relishes, and Puddings, including gelatin items
All Meat and Cheese Spreads
All Pickled Items, including pickles, tomatoes, sauerkraut
Meat, Fish and Poultry (in cans or glass)
Pizza Pies

Miscellaneous

Fried Onion Rings
Packaged Mush
Chili Con Carne
Dog Food

The following items shall also be handled by Self-Service Meat Departments: These items may be pre-packaged and pre-priced:

Frankfurters, All Types
All Sausage Kitchen Items (Sliced)
Pork Roll (Sliced)
Bacon (Sliced and Ends, including Canadian)

SCHEDULE "C"

Job Classification and Scale of Minimum Wages Applicable to Regular Full-Time and Part-Time Employees.

In self-service or service meat departments the following classifications may be used at the following rates:

	Per Week Effective June 1, 1959	Per Week Effective Sept. 4, 1960
Chief Meat Cutter	\$124.00	\$130.00
Backroom Man	107.00	112.00
(At least one in Meat Service Dept.)		
Meat Cutter (Male)	97.50	102.50
(Service Departments, includes fish, poultry, etc.)		
Meat Cutter (Female)	90.50	95.50
(Service Departments, includes fish, poultry, etc.)		
Chief Fish & Poultry Clerk	100.00	105.00
Chief Delicatessen Clerk		
First three (3) months	90.50	95.50
After three (3) months	93.00	98.00
(Base Rate)		

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- *Fish & Poultry Clerks
- *Fish Clerk (Female)
- *Delicatessen Clerk
- *Hostess
- *Wrapping Machine Operator

Weighers, Wrappers & Delicatessen Machine Operators:

	6-1-59	4-1-60	2-1-61
Starting Rate	\$57.00	\$57.00	\$60.00
After 1st 3 months	60.00	60.00	63.00
After 2nd 3 months	63.00	63.00	67.00
After 3rd 3 months	67.00	67.00	71.00
After 1 year	72.00	72.00	76.00
After 18 months	—	76.00	80.00

Apprentices:

	Effective 6-1-59	Effective 9-4-60
Starting Rate and for 6 months	\$66.00	\$71.00
2nd Period of 6 months	71.00	76.00
3rd Period of 6 months	76.00	81.00
4th Period of 6 months	81.00	86.00

Part-Time Employees:

	Per Hour Effective June 1, 1959	Per Hour Effective Sept. 4, 1960
Backroom Man	\$2.85	\$2.95
Meat Cutters & Fish Clerks	2.60	2.70
(Employed for Counter & Fully Qualified.)		
Meat Cutters, not fully qualified	2.005	2.105
(Schoolboy or Apprentice)		

Weighers, Wrappers, Delicatessen
Machine Operators, Fish & Poultry
Clerks, Delicatessen Clerks
Hostesses, Wrapping Machine
Operators:

Start	1.80	1.875
After 6 months	1.875	1.95
After 1 year	—	2.00

The following increases have been agreed to, effective dates indicated for full-time employees (9/4/60 increases are applicable only to employees who were working in former classifications noted by asterisk immediately prior to 6/1/59) :

	June 1, 1959	Sept. 4, 1960
Chief Meat Cutter	\$7.00	\$6.00
Backroom Man	6.00	5.00
Meat Cutter (Male)	5.00	5.00
Meat Cutter (Female)	5.00	5.00
Chief Fish & Poultry Clerk	5.50	5.00
Chief Delicatessen Clerk	6.00	5.00
Apprentices	6.00	5.00
*Fish & Poultry Clerk	5.00	4.00
*Fish Clerk - Female	4.00	4.00
*Delicatessen Clerk	4.00	4.00
*Hostess	4.00	4.00
*Wrapping Machine Operator	4.00	4.00

**Weighers, Wrappers & Delicatessen
Machine Operators:**

Effective June 1, 1959, all Weighers & Wrappers & Delicatessen Machine Operators shall receive an increase of \$4.00 per week.

On or after April 1, 1960 all Weighers and Wrappers and Delicatessen Machine Operators with 18 or more months service shall be increased in accordance with the rate schedule for Weighers and Wrappers to the top bracket set forth therein.

On or after February 1, 1961 all Weighers, Wrappers and Delicatessen Machine Operators shall be increased in accordance with said rate schedule hereinbefore set forth.

Part-Time Employees:

	Per Hour 6-1-59	Per Hour 9-4-60
Backroom Man	\$.10	\$.10
Meat Cutters10	.10
All Others075	.075

The starred classifications have been integrated into a new general classification which shall include: Weighers, Wrappers, Delicatessen Machine Operators, Fish & Poultry Clerks, Fish Clerks (Female), Delicatessen Clerk, Hostess and Wrapping Machine Operator. However, those who were employed in one of the starred classifications prior to June 1, 1959, shall receive the wage increase indicated and their rates shall be red circled. Weighers, Wrappers, Delicatessen Machine Operators, Fish & Poultry Clerks, Fish Clerks (Females), Delicatessen Clerks, Hostesses and Wrapping Machine Operators have been integrated in a single general classification and the duties of the former classifications noted by asterisks are now merged into this general classification and are interchangeable.

Weighers, Wrappers, Delicatessen Machine Operators, Delicatessen Clerks, Hostesses and Wrapping Machine Operators assignments shall be governed by the following rules:

1. Shall not operate any mechanical butchers' device except slicing machine, wrapping machine, Cryovac, Gryovex or similar types.

2. Shall not use a knife except as required in preparing and completing sausage kitchen items, etc., for slicing machine and for preparing fish and poultry for sale; except for the cutting of poultry.

3. Shall not be required to clean up except for her immediate area and equipment (including cases).

4. May assist in servicing cases and customers.

5. Females shall not be required to handle trays or packages in excess of 30 pounds to or from refrigerated boxes.

6. Shall not platter beef steaks, chops, and cut up stewing beef, veal and lamb, but they may platter the following:

(BEEF) Short ribs, plate beef shank bone in, cut up or boneless in whole piece.

(VEAL) Breast bone in or boneless in whole piece, flank and neck in whole piece also shank veal whole or cut up, veal tenders also sliced boneless sirloin and rump or cutlets.

(LAMB) Breast, flank, and neck bone in or boneless in whole piece, shank whole or cut up also sliced boneless sirloin or rump and lamb tenders or cutlets.

(PORK) Sliced long cut pork shoulders, picnics, Boston butts, pork tenders or cutlets.

Rules Applicable To Apprentices

The apprenticeship program shall be two (2) years. A Joint Company-Union Evaluation Committee shall be established to examine apprentices graduating to Boxman.

RATIO OF APPRENTICES:

Apprentices are employees whose duty shall be to cut meat at least 25% of the time, and among other duties in servicing meat departments to wait on customers.

The number of Meat Apprentices in any store may be established at the discretion of the Employer; however, it shall not exceed the following store ratio:

- One (1) Apprentice for each Chief Meat Cutter;
- One (1) Apprentice for the first three (3) Meat Cutters and/or backroom men; and
- One (1) Apprentice for an additional two (2) Meat Cutters and/or backroom men.

An apprentice shall be examined not later than twenty-third (23rd) month of his apprenticeship. If he qualifies he will be graduated to Boxman. If he fails, he shall go to the Meat Cutter classification for an additional six (6) months. During the twenty-ninth (29th) month he shall be examined again. If he fails once more, he shall remain in the Meat Cutter classification for the final six (6) months, and during the thirty-fifth (35th) month he shall be examined again.

Failure at this point will require the Committee to determine the final classification of the affected person.

SCHEDULE "D"

American Stores Company

Vacation Plan

Rules and Conditions

1. For vacation purposes only, a regular full-time employee is defined as one who is regularly and continuously scheduled to work at least forty (40) hours a week.
 - (a) For vacation purposes only, a regular part-time employee is one who is regularly scheduled to work less than the normal work week (40 hours).
2. The "vacation period" shall be defined as that period beginning May 1st and ending on the Saturday nearest September 30th; except that the third and fourth weeks' vacation will be scheduled by the Employer as business operations permit during the "vacation year", i.e., May 1st through the following April 30th.
3. The Employer will continue its past practice in relation to the vacation payment of ASCO service store managers: that is, the inclusion of weekly sales commissions in the determination of such vacation payment.
4. Vacation selections will be granted on a seniority (length of continuous-on-the-job service) basis, so far as possible, preference as to dates being given in the order of length of such service. Vacation schedules must be so arranged as not to interfere with the regular and efficient conduct of the business of the Employer.
5. Unless the business of the Employer directs otherwise, vacation grants up to and including two weeks will be taken in consecutive days within the vacation period.
6. Employees whose allotted vacation period includes a paid holiday will, at the Employer's option, be granted one day's basic straight-time wage, or one additional day of vacation, in addition to the vacation grant. Day to be taken must come immediately before or after vacation period.

7. Eligible employees absent from work due to on-the-job (Workmen's Compensation) injury sustained during the vacation year will, nevertheless, be entitled to their vacation grant for that particular vacation year. Eligible employees absent from work due to non-occupation accident and sickness, for a cumulative period not to exceed six months (6/12ths) within the vacation year, will nevertheless be entitled to their vacation grant for that particular vacation year. In the event of absence in excess of six months, employees will be entitled to 6/12ths of the annual vacation grant, plus an additional 1/12th for each full month actively on the job during the vacation year.
8.
 - (a) Employees entering the U. S. Armed Forces will be paid their earned pro-rata vacation grant through the last day of the month of active employment.
 - (b) Employee veterans who re-enter the Employer's service within the vacation period, will be paid the full amount of their vacation grant as of the date of their scheduled vacation.
 - (c) Employee veterans returning after the final day of the vacation period will become eligible for the payment of the full amount of their vacation grant in the next vacation period.
 - (d) Employer on-the-job service interrupted by induction in to the U. S. Armed Forces will be considered as continuous in determining the length of continuous on-the-job service required for eligibility for various types of vacation grants.
9. All vacation pay shall be calculated on the employee's basic straight-time hourly rate.
If an employee is regularly and continuously scheduled to work on a night shift for which a fixed night differential is paid, such differential shall be part of his basic hourly rate for the purpose of computing vacation pay. Night differential does not include premium overtime rates of pay.

10. Eligible employees who have changed from a part-time to a regular full-time basis, or vice versa, during the vacation year, will be entitled to a vacation grant consisting of the weekly credits earned for full-time work during such vacation year.

SCHEDULE "D-1"

Great Atlantic & Pacific Tea Company

Vacation Plan

Rules and Conditions

1. Effective January 1, 1960, part-time employees shall be granted the same vacations as full-time employees based upon the number of hours they normally work in a week.
2. Vacations may be selected by employees on the basis of length of service with the Employer subject to the requirements of the business.
3. All vacations must be taken within the calendar year and may not be accumulated from year to year.
4. Any employee who works twenty-six (26) weeks or more in his anniversary year and who loses time because of accident or illness shall be entitled to his full vacation.
5. (a) Any full-time or part-time employee with less than one year's service who is laid off shall retain his time worked as credit to qualify for vacation, providing he retained his seniority as stated in the contract for employees who are laid off and subsequently return to work.
(b) An employee having completed one year of service and being laid off shall receive as vacation allowance:
 - (1) The full week or week's vacation to whichever he is entitled by reason of his completion of the required years of service and,
 - (2) 1/12th of this sum for each month of additional service based on his anniversary date of employment.

6. If one (1) of the holidays specified falls within an employee's vacation the employee shall be granted one (1) additional day's paid vacation or an equivalent day's pay of eight (8) hours at his regular straight-time hourly rate. This provision shall apply even though the holiday falls on the day of the week which would ordinarily be the day off for the employee. Commencing January 1, 1960, the personal holiday shall be added to the individual employee's vacation as a fixed day.

SCHEDULE "D-2"

Food Fair Stores, Inc. Vacation Plan Rules and Conditions

1. Effective January 1, 1960, part-time employees shall be granted the same vacations as full time employees based upon the number of hours they normally work in a week.
2. Vacations may be selected by employees on the basis of length of service with the Employer subject to the requirements of the business.
3. All vacations must be taken within the calendar year and may not be accumulated from year to year.
4. Any employee who works twenty-six (26) weeks or more in his anniversary year and who loses time because of accident or illness shall be entitled to his full vacation.
5. If one (1) of the holidays specified falls within an employee's vacation, the employee shall be granted one (1) additional day's paid vacation or an equivalent day's pay of eight (8) hours at his regular straight-time hourly rate. This provision shall apply even though the holiday falls on the day of the week which would ordinarily be the day off for the employee. Commencing January 1, 1960, the personal holiday shall be added to the individual employee's vacation as a fixed day.
6. In the event the services of an employee are terminated voluntarily or involuntarily, except for discharge due to

intoxication or dishonesty, before the vacation earned time has been taken, there shall be paid to such employee wages covering the period of vacation to which he is entitled upon the termination of such service.

SCHEDULE "E"

American Stores Co. & Food Fair Stores, Inc. Welfare Provision

1. The Employer will at its cost provide eligible employees covered by this Agreement, for the duration of this Agreement, Group Life Insurance, Accidental Death and Dismemberment Insurance, Accident and Sickness Benefits, Supplemental Benefits — Workmen's Compensation, and Hospital, Surgical and Medical Benefits as set forth below.

2. An eligible employee is one who works one hundred twenty (120) or more hours for four (4) consecutive weeks in a calendar month, or as otherwise provided by law. If the foregoing schedule of hours is not maintained, such employee shall revert to an ineligible part-time status.

3. An employee hired on February 1, 1957, or thereafter, who regularly works one hundred twenty (120) or more hours during a four (4) consecutive week period in a calendar month, shall be eligible, after the completion of six (6) months of continuous active employment, for Group Life Insurance, Accidental Death and Dismemberment Insurance, Supplemental Benefits — Workmen's Compensation; and the first of the next following month he shall be eligible for Hospital-Surgical-Medical Benefits for himself and his eligible dependents.

4. An employee hired on February 1, 1957, or thereafter, upon completion of six (6) months of continuous active employment, or as otherwise required by law, shall be eligible for Accident and Sickness Benefits as set forth below.

5. The coverage shall be as follows:

(A) *Group Life Insurance*

Eligible employees will be covered as follows:

Length of Employment	Amount of Insurance
6 months but less than 12 months	\$ 500.00
12 months but less than 18 months	1,000.00
18 months but less than 24 months	1,500.00
24 months and over	2,500.00
*30 months but less than 36 months	3,000.00
*36 months but less than 48 months	3,500.00
*48 months and over	4,000.00

* Chief Meat Cutter Only.

(B) *Accidental Death and Dismemberment Insurance*

Eligible employees will be covered as follows: In the event of death as a direct result of accidental injuries as described in the Group Life Insurance certificate, an additional death benefit equal to the amount of the employee's group life insurance will be paid to his beneficiary. Special benefits will be paid to the employee for loss of eyesight, hands or feet as a result of such injuries.

(C) *Accident and Sickness Benefits*

Regular full and part-time employees will be covered as follows:

If an employee becomes so disabled so as to be unable to work, and a licensed physician certifies to that effect, benefits will be paid beginning with the first day of total disability in the case of non-occupational accident or the fourth day in the case of non-occupational sickness. If there are no treatments by the physician within the first seven (7) days of disability, benefits will be payable beginning with the first day of treatment. These benefits are payable up to a total of 26 weeks for any one disability except in the case of maternity disability of regular full-time employees only when the maximum is six (6) weeks, for those employed prior to March 1, 1957. For those employees hired March 1, 1957, or thereafter, and who complete one (1) year of continuous active employment, the maximum maternity benefits shall be three (3) weeks.

Basic Weekly Earnings*	Weekly Benefit
Up to \$30.00	66-2/3% of wages (Minimum \$10.00)
\$30.00 to \$34.99	\$24.00
\$35.00 to \$39.99	\$27.00
\$40.00 to \$44.99	\$30.00
\$45.00 to \$49.99	\$33.00
\$50.00 to \$59.99	\$36.00
\$60.00 to \$69.99	\$40.00
\$70.00 to \$79.99	\$46.00
\$80.00 to \$89.99	\$53.00
\$90.00 to \$99.99	\$60.00
\$100.00 to \$104.99	\$65.00
\$105.00 to \$119.99	\$70.00
\$120.00 and over	\$75.00

* Basic weekly earnings are defined as straight-time pay excluding therefrom overtime pay and any other special compensation.

The Administration of the Accident and Sickness Program Will Be As Follows:

Eligible employees are to direct their request for the original Accident and Sickness forms to the appropriate Union Local Office. The Union shall furnish such employees upon request with the original form which when properly completed will be returned to the Union office by the employee. The Union shall then forward the original form in duplicate to the Company. In the event that the Company has not received the original claim forms within 15 days from the date that the employee last worked, the Company has the right to implement its own claims procedure. All Accident and Sickness benefits checks for employees covered by this Agreement shall be forwarded by the Company to the appropriate Union Local office for transmittal to the employee. The Company shall forward all checks to the Union by mail, return receipt requested. Each check shall be accompanied by the appropriate letter of transmittal on Union stationery. The Company has the right to process lost or destroyed checks in conformance with sound banking and accounting principles. If the Drafts

and/or checks issued to an employee have not been processed through the proper banking channels within 60 days of issuance, the Company after checking with the Union, reserves the right to take whatever action is necessary to clear the said checks and/or drafts through the proper banking channels. The continuation forms shall be returned by the employee to the Union, which will in turn transmit the form to the Company in duplicate.

(D) *Supplemental Benefits - Workmen's Compensation*

Eligible employees will be covered as follows: When the applicable Workmen's Compensation benefits for compensable lost time are exceeded by Accident and Sickness Benefits, as set forth in Section (C), the Company will pay the amount of the excess, up to a total of twenty-six (26) weeks.

(E) *Hospital-Medical-Surgical Benefits (for employees)*

Effective June 1, 1959, eligible employees will be covered for hospital benefits provided by the Associated Hospital Service of Philadelphia under its 70-Day Comprehensive Plan in effect June 1, 1959, and Medical-Surgical benefits provided by the Medical Service Association of Pennsylvania under its Plan B in effect June 1, 1959, or comparable coverage.

(F) *Hospital-Medical-Surgical Benefits (for dependents)*

1. The Company will furnish non-contributory coverage to all dependents of employees who are themselves eligible for non-contributory coverage, provided the employee has signed and submitted a properly completed application card. Changes creating additional coverage will not become effective until the change form card has been signed, properly completed and submitted to the Company's Employee Benefit Department. Dependents are defined as spouse and/or unmarried children under the age of 19.

2. Effective June 1, 1959, the Employer will furnish to eligible dependents hospital benefits provided by the Associated Hospital Service of Philadelphia under its 70-Day Comprehensive Plan in effect on June 1, 1959, and Medical-Surgi-

cal benefits provided by the Medical Service Association of Pennsylvania under its Plan B in effect on June 1, 1959, or comparable coverage.

3. In the event that any spouse or unmarried child under the age of 19 would otherwise qualify for dependent coverage, no coverage will be provided for the dependent spouse and/or dependent child under the age of 19 who received comparable Hospital-Medical-Surgical coverage on a non-contributory basis from any other source.

(G) *General Provisions*

Employees who are temporarily laid off shall be covered while so laid off for a period not to exceed thirty (30) days for any single continuous layoff.

Any employee who is otherwise eligible, and who has had immediate prior creditable service as an employee of a chain store company with comparable coverage and who is under the jurisdiction of the Joint Council of Philadelphia and Vicinity, shall be credited with this prior service in determining his eligibility for participation in the welfare program described above. All benefits herein provided, except group life insurance, shall among other causes, terminate upon the happening of any one of the following events:

1. Resignation of the employee;
2. The employee's services are terminated; or
3. The employee is transferred to another position not covered by the benefits herein referred to.

Group Life Insurance shall terminate thirty-one (31) days after termination of employment, except upon the employee's entry into the Armed Forces of the United States, when the Group Life Insurance shall terminate ninety (90) days after the last day of active employment, and except as provided in the paragraph following. Upon termination of employment, the employee has the right of conversion, as described in the

insurance certificate for a period of thirty-one (31) days from the date of termination.

Benefits shall not be paid for injuries or illness caused by illegal acts of the employee.

The Employer will purchase and maintain policies of insurance, benefit contract, or self-operated service arrangements necessary in its judgment and discretion to provide the above benefits. Eligibility, benefits, and liability will be determined under the applicable policies, contracts, and arrangements.

SCHEDULE "E-1"

The Great Atlantic & Pacific Tea Company Welfare Provision

HEALTH and WELFARE BENEFITS

1. Sick Benefit Plan

- A. For employees on the payroll prior to April 1, 1957, the employer agrees to continue in effect its Sick Benefit Plan and compensate authorized legitimate absences caused by illness for full time employees on the following basis:

Service with Company	No. of Weeks	No. of Weeks
Three months to one year..	1 at full pay	—2 at half pay
One year to two years.....	2 at full pay	—3 at half pay
Two years to five years....	3 at full pay	—5 at half pay
Five years to ten years....	5 at full pay	—7 at half pay
Over ten years.....	7 at full pay	—9 at half pay

- B. For full-time employees hired after April 1, 1957, the same policy shall apply, except that the schedule of payments shall not be applicable until after the third day of any illness.
- C. Full-time employees with three (3) months, or more service, working in the stores and markets of the Employer in the State of New Jersey, after termination of

their benefits under the above outlined plan, in cases of extended authorized legitimate illness, supported with a physician's certificate, will receive the benefits provided under the New Jersey Temporary Disability Benefits Law up to a maximum of twenty-six (26) weeks under both the Company Plan and the State Approved Plan.

- D. Full-time employees, employed in the Employer's stores and markets in the State of New Jersey with less than three (3) months Company service, and certain part-time employees will receive only the benefits provided by the State of New Jersey Temporary Disability Benefits Law.

2. *Hospital-Surgical Plan* - Effective May 1, 1957

- A. All the provisions contained in the booklet entitled "Comprehensive Blue Cross and Blue Shield Program for Certain Employees of The Great Atlantic and Pacific Tea Company — Philadelphia Unit" are made a part of this Agreement, with the following stipulations.

- (1) The Employer will pay the entire premium of the Hospital-Surgical Plan for all full-time employees and their dependents provided they make application for this coverage.
- (2) All full-time employees hired after November 1, 1956 will be required to have six months full-time service before they become eligible to apply for this Hospital-Surgical Plan.

3. *Life Insurance*

- A. All the provisions contained in the booklet entitled "Your Group Life Insurance Plan, Employees of The Great Atlantic & Pacific Tea Company and Subsidiaries", and dated February, 1954 are made part of this Agreement.

**AMALGAMATED FOOD & ALLIED WORKERS UNION
LOCAL 56 - AFL-CIO**

224 Federal Street
Camden, N. J.

Telephone:
WOodlawn 4-7242

Officers

PresidentLEO B. SCHACHTER
Vice-PresidentJOSEPH C. NETTLETON
Secretary-TreasurerNATHAN J. RUTENBERG
Recording SecretaryCHARLES B. KING
Corresponding SecretaryKENNETH A. BENNETT
Business RepresentativeHENRY A. MARTINI

Trustees

SAMUEL A. MOSS
LLOYD BRADLEY, SR.
ROBERT BATTEN

Health and Welfare Department

Telephone:
EMerson 5-1024

LOOK FOR THIS UNION
MARKET CARD IN ALL
RETAIL MEAT MARKETS



Organized Labor's Guide to Fair Marketing

Demand MEATS, POULTRY
BUTTER, EGGS AND FISH

Slaughtered, Processed
Sold by Union Houses



6178-0106039f00.8-01

Budget Bureau No. 44-R003.10
Approval Expires March 31, 1957
Budget Bureau No. 44-R003.11
Approval Expires March 31, 1962

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

February 3, 1960

Mr. Vincent Lo Casale
Amalgamated Meat Cutters and Butcher Workmen of
North America, Local #195
1715 Spring Garden Street
Philadelphia 30, Pennsylvania

Dear Mr. Casale:

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 the A & P Tea Company, American Stores Co., Food Fair Stores, Inc. and other chain and independent stores.

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

PLEASE NOTE - THE NEW AGREEMENTS ARE BEING PRINTED, AND AS SOON AS THEY ARE RECEIVED WE WILL FORWARD SEVERAL COPIES IMMEDIATELY.

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 approx. 1100
employees, under jurisdiction of Local #195
2. Name of employer party to agreement _____
3. Address of establishment covered by agreement (if more than one, simply indicate city, state or region) Phila & Vicinity
4. If more than one employer is party to agreement, indicate number 2
5. Product, service or type of business Meat Dept. of Chain Stores

Notify me when new BLS collective bargaining agreement studies are issued

(Your name) _____ (Position)

(Street) _____ (City and State)