

F. U. 20541.  
Pittsburgh, Pa.  
12-31-40

**CONFIDENTIAL**

T H I S   A G R E E M E N T

MADE THIS 25th DAY OF November, 1939.

BETWEEN

PENNSYLVANIA MACARONI COMPANY, INCORPORATED, hereinafter called  
the "Company", Pittsburgh, Pa

AND

UNITED GROCERY EMPLOYEES UNION NO. 20541,  
hereinafter designated as the "Union".

The Company and the Union, in consideration of the mutual promises and agreements contained herein, hereby contract and agree that the following working agreement between the said parties shall be and is hereby adopted.

RULE I

The Company recognizes and accepts the principles of collective bargaining and it at all times is willing to meet the representatives of the Union for the purpose of discussing and considering wage rates, hours of labor and working conditions, with the object of reaching mutual understanding and agreement with the employees upon all questions that may arise during the life of this Agreement.

No contract or agreement shall be entered into between the Company and any employee or group of employees or their representative or representatives that will in any way conflict with or supersede this Agreement.

RULE II

The regular working schedule shall consist of eight (8) hours per day and forty-two (42) hours per week. This schedule to be worked on Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday. All work performed in excess of eight (8) hours in any one day or forty-two (42) hours per week, shall be paid for at the rate of time and one-half.

An employee shall be guaranteed at least four (4) hours pay in all cases that he is requested to report for work, and does report, as requested.

RULE III

The following shall be considered legal Holidays, with pay:-  
New Years Day, afternoon of Memorial Day, afternoon of Independence Day, Labor Day, Thanksgiving Day, and Christmas. When any

of these special holidays fall on Sunday, the day following the holiday, Monday, shall, if it is a legally declared holiday, be recognized as a holiday also. Should any employee be compelled to work on any of the holidays mentioned above, they shall be compensated at the rate of double time. The eight (8) hours of each holidays shall be computed as a part of the forty-two (42) hour week.

#### RULE IV

The wage rates for warehouse employees shall be as attached.

#### RULE V

The Company will not discriminate against any Committee-men or Officers of this Union who, from time to time, represent other employees, and will grant them leave of absence, without pay, when delegated to represent other members of the Union.

In case an employee is unavoidably kept from work because of sickness or other good cause, he will not be discriminated against by the Company. An employee detained from work on account of sickness or any other good cause shall notify the Company the first day that he is so detained. When any worker absents himself from his work for a period of two (2) days, without the consent of the Company, other than because of proven illness, he shall be subject to discharge in the event of a second offense.

If it is found that an employee has been unjustly discharged or dealt with, such employee shall be reinstated and compensated at his regular rate of pay for all time lost.

#### RULE VI

On and after the signing of this Agreement, any regular employee having one (1) year's continuous service in the employ of the Company shall be granted one (1) week's vacation in each calendar year, with pay. All vacations shall be granted at the Company's discretion during the months of January, February, August and September. Extra employees shall be granted one (1) week's vacation in each calendar year, with pay, if, and only if, they have been actually employed a total of thirty (30) weeks during the calendar year.

Pay for the vacation week shall be computed on the basis of a forty-two (42) hour week.

#### RULE VIII

The Company may, in the exercise of its absolute and sole discretion, lay off employees and reduce its working force, subject to their seniority rights, and shall rehire employees in the order of seniority, provided that said employees are available within seventy-two (72) hours after notice to the Union.

RULE VIII

Seniority shall accrue from the time the employee's pay begins. It is definitely agreed that seniority shall apply only to regular ("regular" as distinguished from "Extra help") warehouse employees. A list of regular employees and their order of seniority is herewith attached, and is a part of this contract.

The within seniority clause and regulations shall not become effective with respect to employees other than those listed on the seniority list attached hereto until the expiration of thirty (30) days from the signing of this Agreement.

RULE IX

On and after the signing of this Agreement all warehouse employees of the Pennsylvania Macaroni Company, Incorporated, covered by this Agreement, in the City of Pittsburgh, Pennsylvania, and vicinity, shall be, or become as hereinafter provided, members in good standing in Local No. 20541, American Federation of Labor. It is mutually agreed that the Company shall have the right to hire its new employees for permanent work from the open market, and that they may be non-union men, but such new employees must, within fifteen (15) days after the date of first employment, make application to become members of the union, provided that the Company shall notify the Union upon the hiring of such employees. For purposes of extra work, the Company shall give preference to Union members whenever possible. It is further agreed by the Union that the applicant or applicants will be accepted as members of the Union, unless said applicant or applicants has or have at sometime in the past been unfair to organized labor. The Union also agrees that in the event any such applicant or applicants are refused membership, it, namely, the Union, will, at the Company's request, give the Company verbally the reasons which establish the applicant or applicants to have been in the past, unfair to organized labor. Provided, however, that sons, and nephews, of the present officers of the Company, who may be, now or later, employed as warehousemen, shall not be required or obliged to become members of Local No. 20541, of the A. F. of L.; provided further that no such relatives shall disturb the seniority rights of other union employees. Michael F. Sunseri shall be considered as a nephew.

RULE X

When an employee has a grievance, he shall first take up the matter with the Shop Committee. If the Shop Committee determines the grievance to be just and worthy of consideration, the Shop Committee will take the matter up with the Company officers.

It is mutually agreed that any grievance or dispute which fails to be adjusted by the representatives of the Company and the representatives of the Union, in conferences, shall be referred to a Board of Arbitration.

There shall be no suspension of work on account of said failure, by conferences between the Company and the Union, to adjust said grievance or dispute.

The Board of Arbitrators shall be composed of two (2) members chosen by the Company and two (2) members chosen by the Union. If either the Company or the Union shall be in default, after five (5) days' written notice from the other in the appointment of arbitrators, then the Company or the Union, as the case may be, shall be privileged to petition the Judges of the Orphans' Court of Allegheny County, Pennsylvania, requesting that said Judges appoint arbitrators for the defaulting party. If the arbitrators shall not agree upon the disposition of any question submitted to them in two (2) days from the time of submission, then they shall appoint a fifth party to act as Chairman. A decision of the majority of the Board thus constituted shall be final and Binding upon both the Company and the Union.

RULE XI

If said Board of Arbitrators, composed of four (4) members, shall fail to agree upon a fifth party to act as Chairman, within five (5) days from the time of first submission of any question to them, then either the Company or the Union shall be privileged to petition the Judges of the Orphans' Court of Allegheny County, Pennsylvania, requesting that said Judges appoint an Chairman. A decision of such Board thus constituted shall be final and binding upon both the Company and the Union.

RULE XII

No person shall be appointed Chairman of a Board of Arbitration who shall or will demand more than twenty-five (\$25.00) Dollars per day for his services, to be paid jointly by the parties.

RULE XIII

Pending the hearing of disputes or grievances, the employees shall not cease work because of any such disputes or grievances; and a decision reached at any stage of the proceedings for settlement of such disputes or grievances shall be final and binding upon both the Company and the Union, and shall not be subject to reopening except by mutual consent evidenced by a writing.

RULE XIV

This Agreement shall become effective the *25<sup>th</sup>* day of *November*, 1939, and continue in full force and effect until the thirty-first (31st) day of December, 1940; and for each year thereafter, unless either party hereto gives notice in writing thirty (30) days before the expiration date hereof demanding, modification, or cancellation of all or any part of this Agreement.

RULE XV

It is further consented and agreed that all actions, civil, equitable, or criminal, which have arisen since October 20, 1939,

shall be settled and discontinued and withdrawn, at the cost of the party who or which has instituted said action or actions.

IN WITNESS WHEREOF, the Pennsylvania Macaroni Company, Inc., has authorized its President to set his signature hereto and the Secretary to attach and attest the seal of the Company hereto, and the United Grocery Employees Union, No. 20541 of the American Federation of Labor, has authorized its President and Business Agent to attach their signatures hereto.

ATTEST:

PENNSYLVANIA MACARONI COMPANY, INC.

J. M. Sunseri

J. Sunseri (SEAL)  
President

Micheline Sunseri (SEAL)  
Secretary

UNITED GROCERY EMPLOYEES UNION NO. 20541, affiliated with the American Federation of Labor.

D. E. Darity (SEAL)  
President

Eleanor Scheller

Regis Clifford (SEAL)  
Secretary - Bus. agent

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WAGES RATES

Order Runners ..... 62½¢ per hour  
All Extra Help ..... 52½¢ per hour

SENIORITY LIST

1. John Bombaro
2. James D'Andrea
3. Frank Bombaro
4. Joseph Rovitto
5. Anthony Vitelli

