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AUG 20 1982

1961 - 1962

AGREEMENT

Between

RETAIL CLERKS INTERNATIONAL

ASSOCIATION

LOCALS 1687 and 1393

A. F. of L. — C. J. Q.

1228-30 Miners National Bank Building Wilkes-Barre, Pennsylvania

Phones

VA 4-4579

VA 2-8667

and

THE GREAT ATLANTIC AND PACIFIC TEA COMPANY SCRANTON UNIT

1961-1962

AGREEMENT

PARTIES TO THE AGREEMENT

of July, 1960 until and including the fifth day of January, 1963 and subject to renewal and extension as herein provided, between The Great Atlantic and Pacific Tea Company, Incorporated Scranton Unit, hereinafter referred to as the "Employer" and the Retail Clerks' International Association, Locals 1687 and 1393, chartered by the Retail Clerks' International Association, AFL-CIO, hereinafter referred to as the "Union". This Agreement upon its execution thereof shall supersede all previous existing Agreements which have heretofore been applicable to the employees covered by this Agreement.

WITNESSETH

RECOGNITION AND JURISDICTION

2. The Employer recognizes the Union as the exclusive representative of all its employees, except Supervisors, Managers, and Assistant Managers in all Stores which are a part of the Scranton Unit, or which may be opened within the Scranton Unit, serviced by the Scranton Warehouse or other warehouses if the Store or Stores are a part of the Scranton Unit, in all negotiotions between the Employer and Employees.

UNION SHOP

 It shall be a continuing condition of employment that all of the employees now or hereafter coming under the jurisdiction of this Agreement become and remain members of the Union in good standing on or after the thirtieth day following their date of employment or the effective date of this Agreement, whichever is later.

- The Employer shall check-off initiation fees and dues from all employees who authorized in writing such deductions and shall remit the same to the Union.
- The Employer agrees to discharge any employee for non-payment of dues upon notice in writing from the Union to do so.
- The Employer agrees that all work performed in Stores and Markets in connection with the sale and display of its merchandise will be performed only by employees of the Company.

PERSONNEL INFORMATION

- 7. The Employer will furnish the Union with the following personnel information as requested:
 - (a) All new employees, where employed, and the starting date.
 - (b) Change in status of employees from full time to part time, or from part time to full time, and the effective date.
 - (c) Termination of employees and the effective date including employees on the thirty day trial period.
 - (d) Seniority list covering all Scranton Unit employees.
 - (e) Transfer of employees from one Store or from one department to another.

UNION ACTIVITIES

 There shall be no discrimination against any employee because of Union membership or activities. It is agreed that Union duties and activities will not be carried on during hours of work or in the Company plant. This shall not prevent the Union officials from entering Stores to satisfy themselves that this Agreement is being observed.

9. It is further agreed that complaints and grievances shall be discussed with Officials of the Employer at the Store level. If said complaints and grievances cannot be settled at the Store level same will be referred to the Business Agent and the Store Supervisor without any disruption in work.

LAY-OFFS AND PROMOTIONS SENIORITY

 In lay-offs and re-hirings or reduction from full-time to part-time and subsequent reinstatement to full-time the Employer shall conform to the ordinary rules of seniority.

11. In promotions, demotions, and transfers from one type of work to another, or from one location to another, the Employer shall have the right to select qualified employees, but as between qualified employees preference shall be given according to seniority.

12. Full time employees reduced to part time shall be given all available work in the seniority area short of overtime conditions, and no new full time employees shall be hired until such full time employees reduced to part time have been reinstated to full time.

13. Where practicable, the Employer shall endeavor to combine existing part time assignments by seniority providing the employee is able to perform the work available so as to provide the maximum part time employment per individual within the definition of part

time employment and to further create as many full time positions as possible.

14. Seniority shall be calculated by continuous service with the Company 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.

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15. Employees reduced from full time to part time shall retain all benefits accruing to full time employees in this Agreement, and they shall not suffer loss of seniority as long as they remain on the payroll. If laid off completely, they shall retain their seniority for a period of six months thereafter.

- Full time employees absent on account of 16. ill health shall retain their seniority for a period of one year from the date of their absence. Sickness leave of absence will commence the week following receipt by the employee of the final sick benefit payment as scheduled in the paragraph entitled Leave". For full time employees having five years or more of continuous service with the employer, the maximum period of absence permitted will be one year subject to renewal and extension for additional periods of one year during each renewal. These additional one year renewal periods may be granted only through the joint and mutual consent of both the union and the employer.
- 17. Part time employees will be placed in full time jobs in accordance with seniority in the seniority area, however, qualifications of said employees to fill the job shall be equally considered.
- 18. Any part time employee temporarily working forty (40) hours per week will be paid the full time rate according to Schedule "A".

19. Employees of the Employer in a capacity outside of the bargaining unit as set forth in Paragraph 2 above who are reassigned to employment within said bargaining unit shall be considered as new employees for seniority purposes for the first six months of continuous full time employment within the bargaining unit, after which their seniority shall date from their full time employment with the Employer. Employees of the Employer who had previously been employed in a capacity within the bargaining unit subsequent to December 1,, 1952 and who, while continuously employed by the Employer, were assigned to employment in a capacity outside of the bargaining unit, and who are reassigned to employment within said bargaining unit, shall be considered as having seniority from the date of their full time employment with the Employer.

DEFINITION OF EMPLOYEE

- 20. For the purpose of this Agreement, any employee who works forty (40) or more hours per week for six (6) or more consecutive weeks will be considered a full time employee, except as provided in Paragraph 21 below for the resort areas and a further exception when a part time employee works forty (40) hours per week while relieving for vacations or sickness. A part time employee is defined as one who works less than forty (40) hours per week, or less than thirty-two (32) hours per week during a holiday week.
- 21. Full time employees reduced to part time shall be paid on a pro rata basis of their full time weekly rate, or the part time rate according to their experience on an accumulative basis, whichever is the greater. They shall acquire service for their full time rate on the basis of the actual hours worked except that

in the resort area the Employer shall have the privilege of working any employee forty (40) hours per week during the period May 30 to September 30 as full time and then reducing them to part time with a part time rate according to seniority.

22. Seniority areas within the Scranton Unit, effective during the term of this Agreement are set forth in the Schedule annexed hereto, made a part hereof, and marked Schedule "B".

LEAVE OF ABSENCE

- 23. Any member of the Union who is elected or appointed to a full time position with the Union, or who is elected or appointed as a Delegate or Representative of the Union in any activity necessitating temporary absence from his employment, shall be granted such leave of absence without loss of any seniority, and at the end of such service in the business of the Union, he shall be re-employed at his former wage rate, plus any increase or less any reduction that may have become effective during his absence. Two (2) weeks' notice must be given to the Employer in the above instances.
- 24. The maximum period of absence permitted will be one (1) year subject to renewal and extension for additional period of only one (1) year during each renewal. These additional one (1) year renewal periods may be extended only through the joint and mutual consent of both the Union and the Employer.

MILITARY SERVICE

25. An employee returning from military service shall be put back on the regular job he had, or its equivalent, when leaving for military services and the property of the

tary service; (provided he applies for work within the required period under Selective Service and Training Act requirements) but because on-the-job experience and application are the predominating factors in upgrading within a rate range, military service itself shall not qualify such an employee for automatic promotion within the rate range, but same shall be based on payroll service only. If while in military service an employee performs commissary store duties he shall be given credit in his rate for the time spent performing such duties, providing satisfactory verification is received by the Personnel Department of the Employer.

MATERNITY LEAVE OF ABSENCE

26. Maternity leave of absence without pay will be granted upon request for a period not to exceed six months prior to date of birth or miscarriage and six months after the date of birth or miscarriage, or a total leave of absence not to exceed one year, provided the employee has had one year or more of continuous full time service.

GRIEVANCES AND ARBITRATION

27. In the case of any complaint arising out of the interpretation or application of any provision of this Agreement on the part of either the Employer or the Union, the matter shall be taken up in the first instance between the employer and the union without delay.

Should these parties be unable to adjust the said grievances the matter shall be referred to a Board of Arbitration consisting of one member selected by the Employer, one member selected by the Union, and the third, who shall act as Chairman, selected by the two as chosen.

The Union and the Employer shall name their parties and notify the other party within two (2) days of the failure of the conference referred to above to adjust the difficulty.

It is agreed that the parties shall make every effort to choose the Impartial Arbitrator themselves. Only in the event they are unable to agree upon the Impartial Arbitrator within five (5) days, the American Arbitration Association shall be requested to appoint the third Arbitrator.

The Majority of the Board of Arbitration must render a decision not later than thirty (30) days after the grievance has been submitted to them. This period may be extended beyond the thirty (30) days only through the joint and mutual consent of both the Union and the Employer.

The expense of the third and impartial arbitrator shall be shared equally by the parties to this Agreement, and the decision of the Board shall be final and binding upon both parties.

All grievances must be brought to the attention of the parties hereto within four (4) weeks after the occurence.

TRIAL PERIOD

- 29. The first thirty (30) days employment service of an employee shall be considered a trial period. The employer may dismiss or discharge any new employee for any reason whatsoever within the first thirty (30) days of his employment, and there shall be no right to appeal.
- In case of disciplinary action, suspension, or discharge of an employee who has been in the service of the Company for more than

thirty (30) days, such employee shall have the right to appeal to the Union within four (4) weeks after the date of discharge. Upon such appeal, the Employer and the Union shall jointly investigate the reasons for such disciplinary action, suspension or discharge and the justification thereof. If the Union and the Employer cannot agree as to the justification of such disciplinary action, suspension or discharge, the matter shall be arbitrated in accordance with the provisions of Paragraph 27.

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.

STRIKES AND LOCKOUTS

- 32. It is mutually agreed by the parties to this Agreement there shall be no strike or stoppage of work by the employees or by the Union, nor shall there be any lockout by the Employer during the life of this Agreement, and any differences or misunderstandings which may arise out of the interpretation or application of any provision of this Agreement between the contracting parties shall be amicably adjusted by and between the parties themselves. If the parties themselves cannot amicably adjust the differences the matter shall be referred to a Board of Arbitration as provided in Paragraph 27.
- 33. Nothing herein contained shall compell any employee to walk through a picket line set up as a part of a duly authorized and legally called strike against the Employer.

WORK WEEK

34. The work week shall consist of five (5) days to be worked within forty (40) hours. All work in excess of five days (5) per week or forty (40) hours per week shall be on an overtime basis at the rate of time and onehalf. Work performed by full time employees before seven (7:00) A. M. or after six (6:00) P. M. with the exception of ten (10:00) P. M. on any one night each week shall be at time and one-half. Work performed by part time employees between (7:00) seven A. M. and Store closing hours shall be at the straight time hourly rate. Work performed by part time employees before seven (7:00) A. M. and after store closing hours will be paid at the rate of time and one-half.

RELIEF PAY

35. In a department where the Meat Department Head, Produce Department Head, Boxman in the Meat Department, Head Cashier, Coffee-Dairy Head, Second Man in charge of an OSS Store or Head of the Night Crew is off three or more days including his normal day off in any one week, the relief man shall receive an additional amount representing the difference between the contract rate for his position and the contract rate for the position in which he relieves, but in no case will he be paid in excess of the actual salary of the individual being relieved.

NIGHT SHIFT

- 36. Any employee working three or more nights per week shall be entitled to a night shift premium of \$5.00 per week. A night shift is defined as follows: —
 - (a) A shift commencing after store closing hours, or

(b) A shift commencing at five (5:00) A. M. or not later than six (6:00) A. M.

In the case of an emergency causing the absence from work of a night shift employee, another full time employee may be worked two (2) nights or more on the night shift at the five dollar (\$5.00) night premium rate. For any employee worked on the night shift for less than two (2) nights, overtime rates shall apply.

In addition to the five (\$5,00) dollar per week premium, the man in charge of a night crew shall receive three (\$3,00) dollars per week over and above his scale.

The above rates are to be considered regular wage rates for such employees for purposes of compensation for vacations, holidays, sick pay and overtime. In no case will a night shift consist of one (1) employee.

37. No split shifts will be permitted.

HOLIDAY WORK WEEK

- 38. During a Holiday Week, the work week for all full time employees shall consist of four (4) days to be worked within thirty-two hours. All work in excess of the above limitations during a holiday week shall be paid for at the rate of time and one-half. In the event major competition requires the Employer to keep its Stores open after six (6:00) P. M. on Christmas Eve or New Year's Eve, all time worked after six (6:00) P. M. by full and part time employees will be at the rate of time and one-half.
- The week in which Good Friday occurs will be a thirty-eight (38) hour work week. Time in excess of thirty-eight (38) hours will be at

time and one-half. However, if major competion requires the Employer to keep its Stores open between the hours of twelve (12:00) noon and three (3:00) P. M., full time employees will be paid a full week's salary for thirty-eight hours' work, and their thirty-ninth (39) and fortieth (40) hours will be paid at their straight time hourly rate.

OVERTIME AND WORKING CONDITIONS

- Overtime shall be worked when necessary and shall be paid for in cash at the appropriate overtime rates.
- 41. Any employee called in to work on his regularly scheduled day off will be guaranteed four (4) hours at overtime rates, and his work schedule for the remainder of the week shall remain unchanged.
- 42. Meal periods shall be specified by the Employer, but shall consist of one (1) hour unless a one-half (½) hour meal period is specifically requested by an individual employee and approved by both the Employer and the Union. It is agreed a reasonable period of time shall elapse between the beginning of a shift and the assignment of a meal period.
- 43. The Employer agrees to grant a ten (10) minute rest period in the forenoon (A. M.) and a ten (10) minute rest period in the afternoon (P. M.) to all full time and part time employees or a ten (10) minute rest period for every scheduled four (4) hours of work.
- 44. For regular weekly employees, time and onehalf and double-time as used in this Agreement shall mean over-time exclusive of the regular weekly wages. In no case will overtime be paid on overtime.
- 45. Part time employees called in and reporting for work shall be guaranteed eight (8)

hours on Friday or the long day preceding a Holiday, six (6) hours on Saturday, and four (4) hours on all other days, however this provision shall not apply to anyone unable to work the guaranteed time.

46. When any employee is required to work outside of his regular schedule he shall not be required to take time off from his schedule in order to avoid overtime.

COST OF TRANSPORTATION

47. The Employer agrees to pay the difference in the cost of transportation to full time employees temporarily transferred from one location to another on the following basis when such transfer increases their normal cost of transportation.

The difference in the cost of public transportation, if available and convenient, according to the employee's work schedule, otherwise a rate of seven (7c) cents per mile.

HOLIDAYS

48. All work performed on the legal holidays listed in Paragraph 49 below shall be compensated at twice the employee's straight time hourly rate in addition to the straight time holiday pay.

Upon the completion of thirty (30) days with the Employer, regular full time employees shall be paid eight (8) hours at the straight time hourly rate if there is no work to be performed on said holidays, provided the employee works on his/her scheduled work day before and his/her scheduled work day after such holiday, Sundays excepted, unless legitimately excused.

Triple time will be paid for all work performed on Sundays only when the store is open for business, except in cases of emergencies which may include competitive store opening. In such instance double time will be paid (straight time plus straight time). When store is not open for business, work performed on Sundays as a result of an emergency shall be compensated at the rate of double time (straight time plus straight time).

49. During the life of this Agreement the following holidays or the days observed as such shall be celebrated: — New Years' Day, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

Effective January 1, 1961 and upon the completion of three (3) months service with the Employer, regular full time employees shall be entitled to one personal holiday within each calendar year which may be taken at any time which is mutually satisfactory to the Employer and the employee. The personal holiday only shall be restricted to any of the first three working days of the week, and the selection of the day chosen shall be on a basis of mutual agreement.

Effective January 1, 1962, all part time employees upon the completion of sixty (60) days' service with the Employer shall be paid four (4) hours holiday pay at the straight time hourly rate provided one of the holidays listed in the paragraph above falls on a day he/she would normally be scheduled to work, provided such employee works his/her scheduled work day before and his/her scheduled work day after such holiday, Sundays excepted, unless legitimately excused. Work schedules shall not be changed for the purpose of avoiding holiday pay.

DEATH IN FAMILY

50. In the case of a death in the immediate family of a full time employee (i. e. the death

of a parent, spouse, child, brother, sister, mother-in-law, father-in-law) requiring the absence of the employee, the Employer shall grant a leave of three (3) continuous days to the said employee with regular pay for said days.

JURY DUTY

51. Full time employees actually serving on juries will receive the difference between their straight time weekly basic pay and the amount received while on jury duty. They will be expected to work on days when the jury is not in session.

VACATIONS

Full time employees will receive one week un-52. interrupted vacation annually after one (1) year of continuous service with the Employer; two (2) weeks uninterrupted vacation annually after three (3) years continuous service with the Employer; three (3) weeks vacation annually after ten (10) years of continuous service with the Employer. Effective January 1, 1961, four (4) weeks vacation annually after twenty (20) years of continuous service with the Employer. Vacations in excess of two (2) weeks will be on the basis of two (2) weeks uninterrupted vacation and the third and fourth week of which will be mutually agreed to by the Employer and the employee.

Effective January 1, 1961, part time employees shall be granted vacation with pay pro-rated on the average weekly hours for the year under the same terms and conditions as set forth for full time employees. For vacations credit purposes, part time employees advanced to full time will be given vacation credit based on their accumulated hours.

- 53. Full time employees reduced to part time and subsequently reinstated to full time shall be considered to have no break in full time employment for vacation purposes. Full time employees reduced to part time after six (6) months continuous service will be entitled to vacation on a pro rated basis.
- 54. In the event the service of any employee is terminated for any reason whatsoever, voluntarily or involuntarily, except for discharge due to dishonesty, before the vacation earned has been taken, there shall be paid to such employee salary covering the period of vacation to which he is entitled upon the termination of such services in accordance with the vacation entitlement outlined in Paragraph 52.
- 55. Vacations may be selected by employees on the basis of length of service with the Company subject to the requirements of the business with preference being given to full time employees.
- 56. If one of the Holidays specified in Paragraph 49 falls within a full time employee's vacation, the employee shall be granted one (1) additional day's paid vacation or an equivalent day's pay based on one-fifth of his regular weekly salary at the option of the Employer. This provision applies even though the Holiday falls on the day of the week which would ordinarily be the day off of the employee.

WAGES

57. The wage scale to be effective during the term of this Agreement is set forth in the Schedule annexed hereto, made a part hereof, and marked Schedule "A".

PRIVILEGE CLAUSE

58. No members of the Union shall suffer a reduction in wages or a reduction in vacation time by any provision of this Agreement and all privileges not covered hereby shall continue as heretofore and shall not be eliminated or abridged by virtue of the signing of this Agreement.

INDUSTRY EXPERIENCE

59. All new employees shall be given credit for prior retail chain or comparable store, grocery, or meat experience acquired within five (5) years prior to the date of employment with the Employer provided this experience is declared at the time application for employment is made or within thirty (30) days thereafter subject to verification by the Personnel Department of the Employer. When a part time employee is placed on full time, he will be given credit for his part time experience on the basis of actual hours worked in determining his proper wage scale.

LAUNDRY

All coats and aprons required by the Employer to be worn in the Store, shall be furnished and laundered by the Employer.

UNION STORE CARD

61. The Union agrees to 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 the premises. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

VALIDITY OF CONTRACT

62. The parties hereto agree that should any part or paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective or unenforceable, said part or paragraph shall not affect the validity and enforceability of any other part or paragraph hereof, and the remainder of this Agreement shall continue in full force and effect. The parties also agree to renegotiate any article, part or paragraph of this Agreement that has been declared unlawful, invalid or unenforceable as specified above.

STEWARDS

63. It is understood that the Stewards of the Union, at all times, shall be full time employees and shall be the last to be laid off in any case, and the Union shall furnish the Company with a complete list of Stewards which shall be supplemented from time to time as may be necessary.

64. The Store Manager will inform Store Stewards regarding any change in personnel in their Stores or any change in the status of employees.

65. It is understood that the Union will use its best efforts to secure as Stewards a high calibre of employees who shall be required to conform to the standards and qualifications required by the Union.

SICK LEAVE

66. The Employer agrees that for all full time employees on the payroll December 1, 1952, it will continue in effect its sick leave plan and compensate its authorized legitimate absences caused by illness, on the following basis: —

Full time employees whose length of service with the Employer is as follows: —

3 months to 1 year's service

1 year to 2 year's service

2 years to 5 years' service

5 years to 10 years' service

Over 10 years' service

Shall be entitled to the following schedule of payments: —

l week at full pay 2 weeks at half pay

2 weeks at full pay 3 weeks at half pay

3 weeks at full pay 5 weeks at half pay

5 weeks at full pay 7 weeks at half pay

7 weeks at full pay

9 weeks at full pay 9 weeks at half pay

67. For full time employees hired subsequent to December 1, 1952, the same policy shall apply except that the first bracket shall read, "6 months to 1 year's service", and the schedule of payments shall apply after the third day of illness.

HOSPITAL SURGICAL PLAN

- 68. All the provisions contained in the booklet entitled, "Blue Cross Hospital and Blue Shield Medical-Surgical Benefits for Certain Employees of The Great Atlantic & Pacific Tea Company, Incorporated, Scranton Unit", are made a part of this Agreement with the following stipulation: —
 - (a) The Employer will purchase and maintain at its sole expense, the Blue Cross Hospitalization and Blue Shield Medical Surgical Plan "B", for all full time employees with six (6) months or more full time service with the Employer, provided they make application for this coverage. Said Blue Cross/Blue Shield

plans are to cover the individual employee, said employee's spouse, and all unmarried children under nineteen (19) years of age.

WORK SCHEDULE

69. The employer agrees to post a work schedule in ink in each Store and Market by Saturday preceding the week for which it becomes effective, however, the Employer reserves the right to make necessary changes due to emergencies which may arise. Any employee who is not scheduled to work on Saturday will be notified not later than his quitting time Friday of his schedule for the following week.

RETAIL CLERKS TRI-STATE PENSION PLAN

70. The Employer agrees to contribute to the Retail Clerks Tri-State Pension Plan Fund five cents (\$.05) per hour worked for each full time employee up to a maximum of forty (40) hours per week during the term of this Agreement. For the purpose of this paragraph, a "full time employee" is defined as an employee who has completed a thirty (30) day probationary period, and is regularly and continuously scheduled to work a forty (40) hour week. Paid holidays and paid vacations shall be considered as time worked.

It is further understood and agreed that the Retail Clerks Tri-State Plan and Trust Agreement shall be considered as Appendix 1, of this Agreement. This Plan shall include, among other things: —

(a) A provision that a participant under the Plan who has reached his sixty-fifth (65) birthday shall be eligible for a monthly pension of \$3.25 for each completed year of credited service, with a maximum of forty (40) years service.

(b) A provision for a death benefit of \$1,000.00, which shall be the only survivor benefit under the Plan.

The Pension Plan must have the continuing approval of the Internal Revenue Service as an exempt Plan.

It is agreed that it shall be mandatory that each employee covered by this Agreement shall retire the first day of the month following his or her sixty-fifth (65) birthday.

It is agreed that all questions involving pensions not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

DURATION OF AGREEMENT

71. This Agreement shall be in full force and effect from July 31, 1960 until and including the fifth day of January, 1963, and shall continue in effect from year to year from January 5, 1963 unless either party serves notice in writing on or before November 5 of any year thereafter, of a desire for termination of or for changes in the Agreement. In the event either party serves such notice, it is mutually agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that pending the results of the negotiations, neither party shall change the conditions existing under the Contract.

72. The parties hereto, their successors in title and assigns, intending to be legally bound by this Agreement have executed this Agreement this 16th day of November, 1960 by their duly authorized representatives.

FOR THE EMPLOYER:

THE GREAT ATLANTIC AND PACIFIC TEA COMPANY, INCORPORATED

G. W. Koerber

H. G. Griggs

FOR THE UNION:

S. D. Lewis, President, Local 1687

Fred Blair, Secretary-Treasurer Local 1687

John T. Haletsky, President, Local 1393

SCHEDULE "A" MINIMUM WAGES

Wages in Effect from July 31, 1960 to October 28, 1961

CLERKS

CLERK	S	
	Full Time	
lst six months 2nd six months 3rd six months 4th six months 5th six months Thereafter	Male \$60.00 63.50 66.50 70.25 75.00 82.50	Female \$58.00 61.25 63.75 66.50 70.00 75.50
	Part Time	
1st six months 2nd six months 3rd six months 4th six months	Male \$1.375 1.475 1.55 1.625	Female \$1.325 1.425 1.50 1.575
PRODUCE DEPART	MENT HE	ADS
Super Markets Special Developments		\$100.00 95.00
MEAT DEPARTM	ENT HEAL	OS
Super Markets Special Developments Other Self-Service and Service	ce	\$113.00 108.00 98.00
MEAT APPRE	INTICES	
1st six months 2nd six months 2nd year 3rd year Thereafter		\$68.00 75.00 80.00 85.00 94.00
JOURNEYMAN		\$94.00
PART TIME JOURNEYMA	IN	\$2.35

Wages in Effect from October 29, 1961 to January 5, 1963

CLE	ERKS	
	Full Time	
lst six months 2nd six months 3rd six months 4th six months 5th six months Thereafter	Male \$63.00 66.50 69.50 73.25 78.00 86.50	Female \$61.00 64.25 66.75 69.50 73.00 79.50
	Part Time	
1st six months 2nd six months 3rd six months 4th six months	Male \$1.45 1.55 1.65 1.725	Female \$1.40 1.50 1.60 1.675
PRODUCE DEPA	RTMENT HE	ADS
Super Markets Special Developments		\$105.00 100.00
MEAT DEPAR	TMENT HEAD	OS
Super Markets Special Developments Other Self-Service and Service		\$119.00 114.00 104.00
MEAT API	PRENTICES	
lst six months 2nd six months 2nd year 3rd year Thereafter		\$74.00 81.00 86.00 91.00 100.00
JOURNEYMAN		\$100.00
PART TIME IOURNEYMAN		\$2.50

SCHEDULE "A"

Minimum Wages - (Continued)

The Employer reserves the right to determine which Stores shall be designated as Super Markets, Special Developments, Other Self-Service and Service Stores.

The Employer agrees to a minimum across the board increase for all regular full time employees on the payroll on July 31, 1960 effective as of July 31, 1960 as follows:—

Meat Department Heads Produce Department Heads Journeymen Meat Cutters Meat Apprentices 6.00 per week 6.00 per week 6.00 per week 5.00 per week 6.00 per week 6.00 per week

The Employer agrees to a minimum across the board increase for all regular full time employees on the payroll on October 29, 1961 effective as of October 29, 1961 as follows: —

Meat Department Heads
Produce Department Heads
Journeymen Meat Cutters
Meat Apprentices
All other full time employees

\$5.00 per week
5.00 per week
4.50 per week
4.00 per week
4.00 per week

The Employer agrees to a minimum wage increase of twelve and one-half (12½) cents per hour across the board for all part time employees on the payroll on July 31, 1960 effective as of July 31,1960.

The Employer agrees to a minimum wage increase of ten (10c) cents per hour across the board for all part time employees on the payroll on October 29, 1961 effective as of October 29, 1961.

The Employer agrees each store designated as "Super Market" will have one (1) Boxman to be paid \$3.50 in excess of the Journeyman Butcher rate as specified in Schedule A.

The Employer agrees each store designated as "Super Market" will have one (1) Head Cashier and one (1) Coffee-Dairy Head who will each receive \$3.00 in excess of the Clerks' rates specified in Schedule A.

SCHEDULE "B"

SCRANTON UNIT SENIORITY AREAS

(1)

(3)

All Scranton, Pa. Stores Avoca, Pa.
Clarks Summit, Pa.
Dickson City, Pa.
Dunmore, Pa.
Laceyville, Pa.
Moscow, Pa.
Nicholson, Pa.
Old Forge, Pa.
Olyphant, Pa.
Peckville, Pa.
Tunkhannock, Pa.

All Elmira, N.Y. Stores Addison, N.Y. Athens, Pa. Canton, Pa. Corning, N.Y. Dushore, Pa. Horseheads, N.Y. Ithaca, N.Y. Mansfield, Pa. Towanda, Pa. Waverly, N.Y. Wellsboro, Pa. Wyalusing, Pa.

(2)

All Binghamton, N.Y.
Stores
All Endicott, N.Y.
Stores
Deposit, N.Y.
Downsville, N.Y.
Hancock, N.Y.
Hillcrest, N.Y.
Johnson City, N.Y.
Margaretville, N.Y.
Montrose, Pa.
New Milford, Pa.
Owego, N.Y.
Sidney, N.Y.
Susquehanna, Pa.
Vestal, N.Y.
Walton, N.Y.
Windsor, N.Y.

(4)

Brodheadsville, Pa. E. Stroudsburg, Pa. Frackville, Pa. Jim Thorpe, Pa. Lansford, Pa. Lehighton, Pa. Lykens, Pa. Minersville, Pa. Mt. Pocono, Pa. Mountain Home, Pa. Palmerton, Pa. Port Carbon, Pa. Portland, Pa. Pottsville, Pa. St. Clair, Pa. Schuylkill Haven, Pa. Slatington, Pa. Stroudsburg, Pa. Tamaqua, Pa. Tower City, Pa. Tremont, Pa.

(5)

Callicoon, N.Y. Carbondale, Pa. Eldred, N.Y. Ellenville, N.Y. Forest City, Pa. Hawley, Pa. Honesdale, Pa. Jeffersonville, N.Y. Liberty, N.Y. Livingston Manor, N.Y. Monticello, N.Y. Roscoe, N.Y. Waymart, Pa.

Berwick, Pa. Bloomsburg, Pa.

(7)

All Shamokin, Pa. Stores

Danville, Pa. Freeland, Pa. Hazleton, Pa. McAdoo, Pa. Selinsgrove, Pa. Sunbury, Pa. Weatherly, Pa. West Hazleton, Pa.

White Haven, Pa.

(8)All Williamsport, Pa. Stores Hughesville, Pa. Lewisburg, Pa. Mifflinburg, Pa. Milton, Pa. Muncy, Pa.

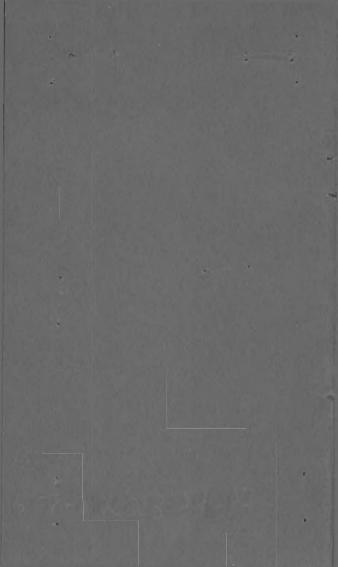
(9)

Ashland, Pa. Girardville, Pa. Mahanoy City, Pa. Mt. Carmel, Pa. Shenandoah, Pa.

Watsontown, Pa.

(6)

All Wilkes-Barre, Pa. Stores Edwardsville, Pa. Kingston, Pa. Luzerne, Pa. Miners Mills, Pa. Nanticoke, Pa. Pittston, Pa. Plymouth, Pa. Shickshinny, Pa. West Pittston, Pa. Wyoming, Pa.



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U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS
WASHINGTON 25, D. C.

August 10, 1962

Mr. Fred Blair, Secretary-Treasurer Retail Clerks International Association 316-317 Miners National Bank Building Wilkes Barre, Pennsylvania

Dear Mr. Blair:

We have in our file of collective bargaining agreements a copy of your agreement(s) with the Great Atlantic and Pacific Tea Company, Atlantic Division, Scraton Unit. This agreement expired July 1960.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Ewan Clague

Commissioner of Labor Statistics

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

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 2,000

2. Number and location of establishments covered by agreement APPROX.

(20 Stores IN N.E. Pehna. & South Central N.Y.

3. Product, service, or type of business Retail Food

4. If previous agreement has been extended without change, indicate new expiration date

expiration date

1228-30 MINERS BANK BLAE.

WILKES - BARRE,

(City and State)