

II X-7/63

Un.

AUG 16 1962

# AGREEMENT

1961 - 1963

— *Between* —

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

— *and* —

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

*Affiliated with the*

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

*Affiliated with the AFL-CIO*



## **LOCAL 590 STAFF**



**JOSEPH H. SABEL**

President and Business Representative

**JOHN F. HORMELL**

Secretary-Treasurer and Business  
Representative

**SAM HENERY**

Business Representative

**ANTHONY J. LUTTY**

Recording Secretary and Business  
Representative

**ROBERT A. RAU**

First Vice-President and Business  
Representative

**ALEX SERKE**

Second Vice-President and Business  
Representative

**JOSEPH TOTH**

Fourth Vice-President and Business  
Representative

**JOSEPH FARBACHER**

Business Representative

**JACK DRAPER**

Business Representative

# AGREEMENT

1961 - 1963

— *Between* —

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

— *and* —

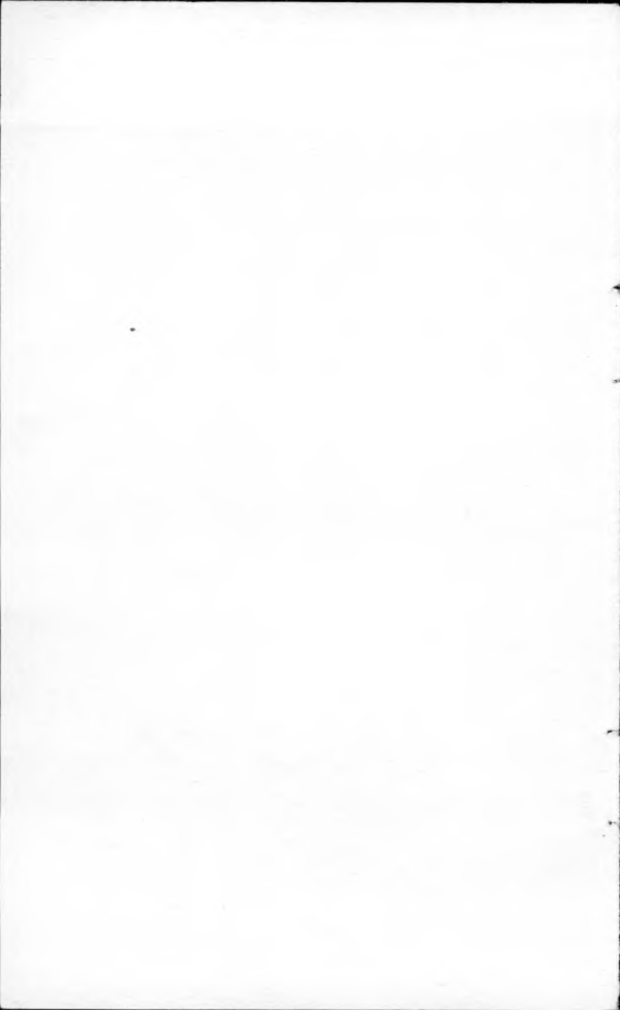
**THE AMALGAMATED FOOD  
EMPLOYEES UNION,  
LOCAL No. 590**

*Affiliated with the*

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

*Affiliated with the AFL-CIO*





# AGREEMENT

Agreement by and between The Great Atlantic & Pacific Tea Company, Inc., Altoona, Pennsylvania, hereinafter known as the "Employer" or "Company," and the Amalgamated Food Employees Union, Local No. 590, of the Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the AFL/CIO, hereinafter known as the "Union" or "Local," wherein both parties agree in good faith to abide by the provisions herein set forth.

## ARTICLE I

### Recognition Clause

(a) The Employer recognizes Local Union No. 590 as the sole bargaining agency of all meat department employees in its Cumberland and LaVale, Md., stores, and all employees, except Assistant Store Manager and Store Manager, in its stores in the State of Pennsylvania serviced by the Altoona, Pennsylvania, Warehouse.

(b) It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the execution date of this agreement shall remain members in good standing and those who are not members on the execution date of this agreement shall on or after the thirty-first day following the execution date of this agreement become and remain members in good standing in the Union. It shall also be a condition of employment

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

## ARTICLE II

### Management Clause

The management of the business in all its phases and details shall remain vested in the Employer. The rights of the Employer and the employees shall be respected, and the provisions of this agreement for the orderly settlement of all questions regarding such rights shall be observed.

## ARTICLE III

### Job Classifications

#### Meat Department

(a) **Department Head.** The Department Head is in charge of the Meat and Fish Departments in the store and has the knowledge and ability to operate the department to the satisfaction of the management. Duties include supervision of the department personnel, ordering of merchandise, service to customers, and the operation of the department in accordance with the Employer's merchandising policy.

(b) **First Back Room Cutter.** A Meat Cutter in a 100% Self-Service Supermarket Meat Department who is capable of operating the Department, in the absence of the Meat Department Head, in a manner

D 31  
7

satisfactory to the management. The First Cutter shall be replaced if absent for more than two days.

(c) **Meat Cutter.** Is a Journeyman who spends fifty percent (50%) of his time cutting meat in the cutting room. In 100% Self-Service Meat Departments, Journeymen will be classified as "Meat Cutters" and will receive Meat Cutters' rate.

(d) **Journeyman.** A skilled butcher workman who has either served a complete apprenticeship in his trade or has developed equivalent ability by practical experience, and is capable of cutting and preparing meat in forms acceptable to the retail trade and in a manner that will yield the maximum of profitable cuts from a carcass. He must also be proficient in waiting on customers and have the knowledge and ability to perform the general detailed tasks in a Meat and Fish Department.

(e) **Apprentice.** Each Meat Department may employ at least one (1) apprentice and in addition another apprentice may be employed for each three (3) additional journeymen employed in the Department. After serving for two (2) years of apprenticeship in training, an apprentice shall be classified as a Journeyman Meat Cutter and shall receive credit for all time served under each employer.

(f) **Female Wrappers, Weighers and Counter Clerks.** Individuals who take meat or fish cut or dressed by a journeyman, weigh it, insert price tag, place in trays

D31  
7  
or locker boards, and enclose all in a cellophane wrapper, which will be sealed by her. She shall place this meat or fish in the self-service case, and rotate same in the case. She shall use a slicing machine for luncheon meat, or a knife to cut liverwurst or any other luncheon meat which cannot be run through a slicer. She may do all other work in the Meat Department not normally performed by Journeyman Meat Cutters or Apprentices, including cleaning of cases, work tables or any other house cleaning chores required in the Meat Department.

(g) **Wrapping Machine Operators.** Female wrappers and weighers who operate at the feed end of semi-automatic meat wrapping machine.

(h) **Part Time Employee.** A part time employee is one who works eighteen (18) hours or less per week in five (5) days.

(i) **A Regular Part Time Employee** is one who works over eighteen (18) hours up to and including thirty-two (32) hours per week in five (5) days.

(j) A meat department head, meat cutter, journeyman, or apprentice shall be on duty in the Meat Department at all times the store is open for business except in those stores with less than three (3) meat cutters. In such cases, a meat department employee will be on duty at all times the store is open for business.



## Grocery Department

(1) The Employer reserves the right to designate which store shall have the following:

- (a) Produce Department Head
- (b) Head Cashier
- (c) Coffee-Dairy Head

(2) **Clerks, Cashiers, or Checkers.** All full time employees of the Grocery Department except those listed above.

(3) **Part Time Employee.** A part time employee is one who works eighteen (18) hours or less per week in five (5) days.

(4) **A Regular Part Time Employee** is one who works over eighteen (18) hours up to and including thirty-two (32) hours per week in five (5) days.

A part time employee who works seven (7) weeks or more in any fiscal quarter between eighteen (18) and thirty-two (32) hours per week shall be classified as a regular part time employee.

All regular part time employees shall receive, on a pro rata basis, the same Company benefits as full time employees are presently receiving, except for life insurance, pensions and thrift plan. Where Company benefits are based on length of service, such service shall be based on original starting date.

Regular part time employees reduced to part time shall retain their regular part

time benefits EXCEPT those who work less than eighteen hours because of school work or outside jobs.

All part time and regular part time employees shall receive all available hours for a full work week in accordance with seniority and ability.

Part time employees shall accumulate seniority at the rate of two thousand (2000) hours equal one (1) year toward full time rate of pay when appointed to full time work.

## ARTICLE IV

### Hours Clause

Forty (40) hours shall constitute the basic work week for full time female and male employees. All employees are to perform their work within five (5) days.

A part time or regular part time employee who works four consecutive full-time weeks shall be classified as a full time employee. A full time employee who works four consecutive weeks at less than full time shall be classified as a regular part time employee.

For night stocking employees, a work day shall be considered to be a shift, or work period unbroken except for lunch. Each night stocking employee shall receive an unbroken rest period of not less than twelve (12) hours between shifts. Any employee who is required to work during

his twelve (12) hours rest period shall be paid for such work at one and one-half times his regular straight time hourly rate of pay. Night stocking employees are to receive a thirty-minute non-paid lunch period.

Employees shall be paid overtime at time and one-half their straight time hourly rate for all hours worked over eight (8) daily or forty (40) weekly, whichever is greater, but not both.

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

## ARTICLE V

### Wage Clause

Minimum wages paid for a forty (40) hour work week shall be as follows:

JULY 16, 1961 to JULY 14, 1962

C 40 / 1

C 55 / 1

	Super Markets		Sp. Develop.		All Other Stores	
	Per Wk.	Per Hr.	Per Wk.	Per Hr.	Per Wk.	Per Hr.
Meat Dept. Head .....	\$132.60	3.315	\$128.10	3.203	\$116.10	2.903

-10-

	Super Markets		All Other Stores	
	Per Wk.	Per Hr.	Per Wk.	Per Hr.
First Back Room Cutter .....	\$121.60	3.04		
Meat Cutter .....	\$116.60	2.915	\$112.60	2.815
Journeyman .....	\$109.60	2.74	\$105.60	2.64

### Apprentices:

1st 6 months .....	\$85.60	2.14	\$82.10	2.053
2nd 6 months .....	\$90.60	2.265	\$87.10	2.178
3rd 6 months .....	\$96.60	2.415	\$93.10	2.328
4th 6 months .....	\$103.60	2.59	\$100.10	2.503
Thereafter .....	\$109.60	2.74	\$105.60	2.64

Male Clerks and Cashiers or Checkers:

1st year	\$85.10	2.128	\$82.10	2.053
2nd year	\$90.10	2.253	\$87.10	2.178
3rd year	\$92.10	2.303	\$89.10	2.228
Thereafter	\$97.10	2.428	\$94.10	2.353
Produce Department Head	\$127.60	3.19	\$122.80	3.07
Head Cashier — Male	\$108.60	2.715	\$100.60	2.515
Coffee-Dairy Head — Male	\$109.10	2.728	\$101.10	2.528
Part Time Journeyman (Per Hour)		2.595		2.445
Part Time Male Clerks and Cashiers or Checkers (Per Hour)		2.095		2.045
Head Cashier — Female	\$104.80	2.62	\$96.80	2.42
Coffee-Dairy Head — Female	\$105.30	2.633	\$97.30	2.433
Part Time Female Clerks, Cashiers or Checkers, Wrappers and Weighers and Counter Clerks (Per Hour)		1.995		1.895
Female Clerks, Cashiers or Checkers, Counter Clerks, Wrappers and Weighers:				
1st year	\$78.80	1.97	\$75.80	1.895

D 47  
D 48

11

C  
39  
1

C  
52  
1

2nd year .....	\$83.80	2.095	\$80.80	2.02
3rd year .....	\$85.80	2.145	\$82.80	2.07
Thereafter .....	\$90.80	2.27	\$87.80	2.195

*D69/1 D71/2*

JULY 15, 1962 to JULY 13, 1963

	Super Markets		Sp. Develop.		All Other Stores	
	Per Wk.	Per Hr.	Per Wk.	Per Hr.	Per Wk.	Per Hr.
Meat Dept. Head .....	\$136.60	3.415	\$132.10	3.303	\$120.10	3.003

	Super Markets		All Other Stores	
	Per Wk.	Per Hr.	Per Wk.	Per Hr.
First Back Room Cutter .....	\$125.60	3.14		
Meat Cutter .....	\$120.60	3.015	\$116.60	2.915
Journeyman .....	\$113.60	2.84	\$109.60	2.74

Apprentices:

1st 6 months .....	\$89.60	2.24	\$86.10	2.153
2nd 6 months .....	\$94.60	2.365	\$91.10	2.278
3rd 6 months .....	\$100.60	2.515	\$97.10	2.428
4th 6 months .....	\$107.60	2.69	\$104.10	2.603
Thereafter .....	\$113.60	2.84	\$109.60	2.74

Male Clerks and Cashiers or Checkers:

1st year .....	\$89.10	2.228	\$86.10	2.153
2nd year .....	\$94.10	2.353	\$91.10	2.278
3rd year .....	\$96.10	2.403	\$93.10	2.328
Thereafter .....	\$101.10	2.528	\$98.10	2.453
Produce Department Head .....	\$131.60	3.29	\$126.80	3.17
Head Cashier — Male .....	\$112.60	2.815	\$104.60	2.615
Coffee-Dairy Head — Male .....	\$113.10	2.828	\$105.10	2.628
Part Time Journeyman (Per Hour) .....		2.695		2.545
Part Time Male Clerks and Cashiers or Checkers (Per Hour) .....		2.195		2.145
Head Cashier — Female .....	\$108.80	2.72	\$100.80	2.52
Coffee-Dairy Head — Female .....	\$109.30	2.733	\$101.30	2.533
Part Time Female Clerks, Cashiers or Checkers, Wrappers and Weighers and Counter Clerks (Per Hour) .....		2.095		1.995
Female Clerks, Cashiers or Checkers, Counter Clerks, Wrappers and Weighers:				
1st year .....	\$82.80	2.07	\$79.80	1.995
2nd year .....	\$87.80	2.195	\$84.80	2.12

C  
39  
1

3rd year .....	\$89.80	2.245	\$86.80	2.17
Thereafter .....	\$94.80	2.37	\$91.80	2.295

All employees on the Company's payroll as of July 16, 1961, are to receive increases as follows:

Full Time Male Employees .....	\$5.00 per week	<i>C 55</i> <i>1</i>
Full Time Female Employees .....	\$5.00 per week	
Regular Part Time Male Employees .....	12½c per hour	
Regular Part Time Female Employees .....	12½c per hour	<i>C 52</i> <i>1</i>
All Other Part Time Employees .....	12½c per hour	

*14* *769* All full time, regular part time and part time employees on the Company's payroll as of July 15, 1962, are to receive an increase of 10 per hour. *77 1/2*

Semi-automatic wrapping machine operators in meat markets will receive a twelve and one-half (12½) cents per hour premium while so operating. This rate applies to anyone operating the feed end of the semi-automatic wrapping machine.

Head Stockers, where appointed by the Company, shall be paid a premium of \$3.00 over their regular rate.

\$.125 per hour night premium shall be paid to all employees working fifteen (15) minutes or more past the regular store closing hour, except



where the store closes before 6:00 P.M. No night premium will be paid anyone before 6:15 P.M.

Regular part time employees shall receive the same hourly rates of pay as full time employees, based on their starting date.

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

#### **Employees' Thrift Plan**

Effective July 15, 1962, eligible full time employees covered by this contract may become members of the "Employees' Thrift Plan" in accordance with the terms and conditions of the Plan as outlined in the prospectus attached hereto, and made a part hereof. The Union agrees that if the Plan is subsequently altered, modified or discontinued on a National Company basis in accordance with Article IV, as shown in the attached prospectus, or otherwise, such change will not be subject to the grievance and arbitration procedure as provided in Article VIII (a) and (b) herein, and will not be considered as a violation of this contract; however, Article VIII-C will continue to apply.

## ARTICLE VI

### Working Conditions

(a) All work performed on Sundays and the following legal holidays shall be compensated for at the rate of double time, i.e., straight time plus straight time: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

(b) In a week in which one of the holidays mentioned in (a) occurs, all full time employees who work a full work week will receive eight (8) hours' straight time in addition to their pay for a full work week or forty (40) hours. Overtime at time and one-half will be paid after forty (40) hours of actual work.

During weeks when a recognized holiday occurs, all full time employees shall work their full time within five (5) days. The holiday shall be recognized as the day off during that week.

(c) Employees covered under this agreement are entitled to Holiday pay for Veterans' Day as follows:

Where the store closes on November 11, this will be the Employee's day off.

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

In a week in which Veterans' Day occurs, all full time employees who work a full work week will receive eight (8) hours

straight time pay in addition to their pay for a full work week or forty (40) hours. Overtime at time and one-half will be paid after forty (40) hours of actual work.

Any full time employee who works a part of the week and then is absent due to proven illness will also receive the holiday pay.

If a holiday occurs during an employee's vacation, he or she shall be paid eight (8) hours at straight time hourly rate for the holiday.

(d) If any employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule that week in order to avoid overtime.

(e) When a part time employee is ordered to report for work on any day, he shall be guaranteed four (4) hours' work on that day.

In 'Super Markets,' part time employees shall be guaranteed a minimum of twelve (12) hours per week. In 'All Other Stores,' part time employees shall be guaranteed a minimum of eight (8) hours per week.

EXCEPTIONS — Except when school hours and store hours make this impossible for part time employees attending school. In each instance, the steward and/or business agent shall be notified.

(f) No split shifts will be permitted.

(g) Full time employees will receive one (1) week's vacation with pay after one (1) year of continuous full time service with

the Company and two (2) weeks' vacation with pay after three (3) years of continuous full time service with the Company.

Each full time employee is to be entitled to three (3) weeks' vacation with pay after eight (8) years of continuous full time service with the Company.

Each full time employee is to be entitled to four (4) weeks' vacation with pay after twenty (20) years of continuous full time service with the Company.

The Employer in its discretion has the right, based on seniority and position of the employee, to specify the time of year at which each full time employee shall take a single paid vacation of the number of weeks entitled thru continuous service or separate paid vacations of one (1) week each during any particular calendar year.

Vacation schedules must be compiled, governed by seniority and position, and be available on or before March 15th of each year.

No employee shall be compelled to take his or her vacation before April 1st, unless such earlier vacation period is mutually agreed upon.

Vacation pay shall be computed on the basis of the employee's regular straight time weekly salary.

(h) All uniforms which the Employer requires the employees to wear shall be furnished by the Employer without charge. Laundering of such garments shall be paid

for by the Employer. The Employer will furnish necessary tools and pay for the sharpening of them. The Employer agrees to furnish suitable garments to those employees working in rooms where the temperatures are less than 55 degrees F. Temperatures in cutting rooms and wrapping rooms shall be no less than 55 degrees F. The Employer agrees to furnish all weather gear for carry-out. All weather gear to include raincoats and rain hats, rubber footwear and gloves.

(i) Sixty (60) minutes will be allowed for lunch each day.

(j) Where the Employer has appointed an employee to assume the duties and responsibilities of one of the following jobs—

Meat Department Head  
Produce Department Head  
Head Cashier  
Coffee-Dairy Head

that employee when absent on vacation, or sickness, for more than two (2) days shall be replaced, and the replacement shall be paid for the time over two (2) days at the minimum wage as shown in Article V.

Coffee-Dairy Department Head replacements shall be male employees only. C39  
/

(k) All employees are entitled to an adequate rest period both in morning and afternoon.

(l) Full time employees reduced to part time will retain their hourly rate and accumulate part time service toward full time rate.

(m) Salesmen for outside vendors shall not be permitted to do work in the store that is normally done by store employees, except when opening a new or remodeled store.

(n) Except in case of emergency, no full time employee will be scheduled to work more than two (2) nights per week after 6:15 P.M. on the nights when the store is open for business.

(o) The Employer agrees that all new full time employees who have had previous full time grocery or meat experience, certified in writing by their previous employer or employers, will be given credit irrespective of whom they have worked for, and their starting rates of pay shall be based in accordance with the full time experience they have had according to the schedule for full time male or female employees. Any previous experience five (5) years prior to the date of their application is not to be recognized.

(p) Full time employees serving on local juries shall upon presentation of proof of pay be reimbursed for the difference between their regular straight time pay and jury pay.

(q) In the event of temporary transfers, the Company will reimburse the employee on the basis of commercial travel conveyances.

(r) Full time employees permanently laid off or discharged will receive a week's notice or a week's pay in lieu of notice, except those employees discharged for rea-

sons of dishonesty, intoxication, or gross insubordination.

(s) If during the life of this agreement the Company makes a new classification, the Union has the right to negotiate for wages for such new classification.

(t) A full time employee may, upon written application to the Unit Personnel Department, be granted a leave of absence without pay, not to exceed ninety (90) days. Full time female employees may, upon written application to the Unit Personnel Department, be granted one maternity leave of absence, without pay, not to exceed nine (9) months. Such leaves will not be permitted for the purpose of trying out for another job.

(u) Because of the signing of this agreement, employees now receiving wages in excess of those shown in Article V will not be reduced except when permanently transferred to lowered paid jobs.

(v) All work must be performed within the store, on the store premises or in parking area, including public.

(w) It is agreed that a work schedule will be posted in each store for all employees no later than Saturday, 12:01 P.M., for the following work week. Schedules will be prepared in duplicate and the duplicate copy will be given to the store Steward. The Steward will check the schedule with the Store Manager, and initial it, before posting. The Manager will post, in-so-far as possible, all hours to be worked in a given week. All grievances arising from

schedule irregularities must originate at this time to be valid. There shall be a minimum of three (3) hours between shifts in scheduling part time employees.

(x) The Company agrees to pay full time employees for necessary absence on account of death in the immediate family up to and including three (3) days' pay at straight time. The term "immediate family" shall mean parent, child, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, or any relative living with the employee.

(y) The Employer agrees to pay the premium for full time and regular part time employees covered by this agreement and their dependents (as presently defined under these Plans) to the Hospitalization Service Association of Pittsburgh, Pa., for the Blue Cross Hospitalization, 120 day plan, and the medical-surgical benefits of the Blue Shield Plan "B" in Pennsylvania, known as the Company Plan "C."

(z) Established Company policies, not covered herein, shall be continued for the life of this agreement.

(aa) If an employee is required to work overtime, beyond his regular eight (8) hour day, for a period of three (3) hours or more, he shall receive a twenty (20) minute paid lunch period at the inception of this overtime period.

(ab) If an employee covered by this agreement is temporarily working on a job not so covered during a holiday week, he



shall receive his holiday pay at the rate for his temporary job.

(ac) Where machines such as meat grinders, saws, cubing machines, etc., are equipped with guards for the protection of the Employees, such guards must be used.

(ad) In the event of enactment of Municipal, State, or Federal regulations reducing hours of work below those provided in this agreement, or increasing wages, and provided said regulations apply to the Employees covered by this agreement, the Employer agrees to comply with same. Provided, further, that should the constitutionality of such ordinance or act be tested in the courts, there shall be no reduction in hours or increase in wages, pending final determination of such court action.

(ae) In the event a full time employee is promoted from the ranks of the Union, he shall retain his accrued seniority for a period of one year. If, within that period, he is transferred back to any position covered by this agreement, his full seniority shall be restored immediately.

(af) 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 as the Company may elect. Such card shall remain the property of, and be surrendered to, the Union upon request.

(ag) The Union recognizes the ever-changing methods in the trend of food merchandising and agrees to cooperate in

54  
01

( the installation of such methods and in the education of its members in the necessity for such changes.

(ah) All fresh and frozen meats, poultry, fish, rabbits, sausage and smoked meats customarily and normally handled and prepared on or off the store premises and offered for sale in the store, shall continue to be serviced by members of the bargaining unit in those stores having meat departments.

(ai) Employees joining the Reserve or National Guard of the United States will be given time off without pay and without penalty as to day off or vacation.

## ARTICLE VII

### Seniority Clause

Seniority shall prevail for all employees covered by this agreement, subject to the following provisions:

(a) Promotions and retraining for new jobs shall be based on fitness and ability with seniority a factor only when all other things are equal. Senior employees shall have the right to demonstrate their fitness and ability.

Permanent promotions of full-time employees to a higher paid classification or to a job classification in new stores, shall be on an area basis according to their full time starting date. The areas are as previously agreed upon by the Company and Union. Part time to full time promotions shall be on an area basis. Seniority shall

be the controlling factor providing the employee shows reasonable fitness and ability to perform the duties of the full time job. If a part time employee does not work four (4) consecutive weeks or is laid off due to a store closing, the employee shall have the right to exercise his seniority over the youngest part time employee in the area, or be considered for any future opening in the area according to seniority.

Employees refusing transfers designed to train them for promotions in line with their seniority shall waive consideration for such promotion by this refusal.

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

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

Employees transferred from one area to another shall work for a period of six months in that area before regaining full

seniority rights but will retain seniority for six months in the employee's prior area.

(c) (1) Full time employees shall have seniority over part time employees in all cases. For all other purposes, store seniority shall prevail.

(2) Part time school employees shall have seniority on a store basis within their own group.

(3) Part time employees holding other regular jobs shall have store seniority only among other part time employees holding regular jobs and shall be the first to be laid off or reduced in hours in any case.

(d) An employee continuously laid off for twelve months shall be automatically terminated at the end of that period. If an employee is called back to work after a lay off and does not report within one week, seniority shall be broken. Employees laid off and subsequently recalled from layoff within twelve months shall retain their former seniority date and accrue seniority regardless of any change in their place of employment. All employees absent on account of ill health shall retain their seniority for a reasonable length of time.

(e) The Union and the employees shall be notified at least one week in advance of all promotions, demotions, reductions, permanent lay-offs and permanent transfers.

(f) Nothing in the seniority clause shall be construed to take away from a returned serviceman any rights or benefits to which

his service with the Company and in the Armed Forces entitles him.

(g) It is understood that Stewards of the Union shall, at all times, be full time employees and shall be the last to be laid off or reduced in classification in any case. Transfers of Stewards shall be effected by mutual agreement. The Union shall furnish the Employer with a complete list of Stewards, which list shall be supplemented from time to time as may be necessary. In no event shall the Steward be empowered to call a work stoppage.

(h) Any member of the Union elected to public office shall be granted such leave of absence to correspond with his elected term of office without pay. Upon proper notice any member of the Union elected to public office not requiring his full time service shall be granted the necessary time off, without pay, to perform the duties of this office.

(i) Any member of the Union being elected to a permanent office in the Union, or as a delegate to any Union activity necessitating temporary leave of absence, shall be granted such leave of absence, without pay, and shall, at the end of the term in the first instance or at the end of his mission in the second instance, be guaranteed re-employment in accordance with his seniority at his former wage rate plus any increase or less any reduction that may become effective during his absence.

(j) The Employer shall provide and maintain a seniority roster by areas and furnish the Union with same.

## ARTICLE VIII

### Grievance and Arbitration Clause

(a) In the event of any differences or complaints over the interpretation or application of the terms of this agreement, they may become the subject of conference as follows:

(1) Between the store steward and the store manager.

(2) In the event of failure to adjust the complaint, the Union District Business Agent shall discuss it with the Field Supervisor.

(3) If this discussion fails to bring about a satisfactory settlement, the complaint shall be referred to the Financial Secretary of the Union, who will discuss such with the Personnel Manager.

(4) If this discussion fails to bring about a satisfactory settlement, the complaint shall be referred to the President of the Union, who will discuss such with the Operating Superintendent.

(5) In the event that this meeting fails to settle satisfactorily the complaint, either of the parties hereto may request arbitration.

(b) Notice of intent to arbitrate must be given in writing to the other party, and the difference or complaint shall be stipulated in the letter of notification. The Arbitration Board shall consist of three (3) persons, one selected by the Employer and one selected by the Union within ten (10) days

from the date of the notification to arbitrate. The two (2) persons so selected shall agree upon a third person who shall act as Chairman of the Arbitration Board. If agreement between the two cannot be reached as to the third person within ten (10) days after appointment, the Federal Mediation and Conciliation Service shall be asked to appoint the third person. A majority decision of the Arbitration Board shall be rendered without undue delay and shall be final and binding on both parties. The expenses, if any, of the third party shall be shared equally by the parties hereto.

(c) There shall be no strike, lockout or stoppage of work of any kind pending the handling of any such differences or complaints in accordance with the arbitration procedure. The Union agrees that it will not refuse to cross a picket line until such has been duly sanctioned by the International President of the Amalgamated Meat Cutters and Butcher Workmen of North America in Chicago, Illinois, and until the Employer has been officially notified by the Union.

## ARTICLE IX

### Termination Clause

(a) This Agreement shall remain in effect from July 16, 1961, to midnight of July 13, 1963.

(b) Either party desiring to terminate this Agreement or to negotiate changes in the Agreement shall give notice to the other

party in writing at least 60 days prior to the expiration date hereof. If such notice is not given, as above, the Agreement shall be automatically renewed without changes for a period of one year. In the event either party serves such notice of a desire to negotiate changes in the Agreement, it is mutually agreed that the Employer and the Union without undue delay shall begin negotiations on the proposed changes and that pending the results of negotiations, neither party shall change the conditions existing under the contract.

(c) This Agreement cancels and supercedes all previous agreements between the parties hereto.

THE GREAT ATLANTIC &  
PACIFIC TEA COMPANY, INC.

M. R. Burlingame  
F. F. Seemiller

AMALGAMATED FOOD EMPLOYEES  
UNION, LOCAL No. 590,

AMALGAMATED MEAT CUTTERS &  
BUTCHER WORKMEN OF NORTH  
AMERICA, AFFILIATED WITH  
THE AFL/CIO

Clifton C. Caldwell  
Joseph H. Sabel  
John F. Hormell  
Anthony J. Luty  
Joseph G. Toth  
Robert A. Rau



Dear Member:

The following are provisions of our agreement with the A&P Tea Company, Altoona Unit, which does not appear in the written contract:

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

Employees Length of Service With the Company	Time Off With Pay For Bonafide Sickness
3 mos. to 1 yr. ....	1 wk. and 2 half wks.
1 yr. to 2 yrs. ....	2 wks. and 3 half wks.
2 yrs. to 5 yrs. ....	3 wks. and 5 half wks.
5 yrs. to 10 yrs. ....	5 wks. and 7 half wks.
Over 10 yrs. ....	7 wks. and 9 half wks.

2. At the request of either party, bonafide unsafe conditions in the store will be discussed between the Personnel Department and the Business Representative.

Accepted by:

Amalgamated Food Employees Union,  
Local 590 AFL-CIO

Joseph H. Sabel, President

JHS: sg  
oeiu#33 afl-cio

**AREA SENIORITY  
IN CASE OF PROMOTIONS OR  
STORE CLOSINGS  
(Local #590)**

- I  
ALTOONA AREA**
- 200 Maple Ave., Altoona
  - 201 Bellwood
  - 203 Claysburg
  - 210 Martinsburg
  - 225 Williamsburg
  - 300 8th Ave., Altoona
  - 302 12th Ave., Altoona
  - 303 Plank Road, Altoona
  - 304 Walton Ave., Altoona
  - 305 Juniata, Altoona
  - 314 Coalport
  - 315 Cresson
  - 325 Hollidaysburg
  - 348 Roaring Spring
  - 352 Tyrone

- II  
JOHNSTOWN AREA**
- 209 Conemaugh
  - 223 South Fork
  - 226 Windber
  - 320 Ebensburg
  - 324 Geistown
  - 330 Bridge St.,  
Johnstown
  - 332 Southmont Blvd.,  
Johnstown
  - 333 Broad St., Johnstown
  - 340 Ligonier
  - 344 Portage
  - 349 Somerset
  - 355 Goucher St.,  
Johnstown

- III  
PHILIPSBURG AREA**
- 56 Winburne
  - 206 Houtzdale
  - 213 Mill Hall

- 221 Snow Shoe
- 309 Bellefonte
- 313 Clearfield
- 328 Jersey Shore
- 338 Bellefonte Ave.,  
Lock Haven
- 339 Main St.,  
Lock Haven
- 343 Philipsburg
- 346 Ocoela Mills
- 347 Renovo
- 351 State College

- IV  
DUBOIS AREA**
- 7 Brockway
  - 202 Brookville
  - 204 Curwensville
  - 205 Emporium
  - 207 Johnstown
  - 217 Reynoldsville
  - 319 Dubois
  - 334 Kane
  - 345 Punxsutawney
  - 350 St. Marys
  - 353 Ridgway

- V  
INDIANA AREA**
- 11 Clymer
  - 18 Hastings
  - 40 Plumville
  - 53 Spangler
  - 220 Saltsburg
  - 307 Barnesboro
  - 310 Blairsville
  - 318 Derry
  - 327 Indiana
  - 336 Latrobe
  - 342 Patton

**VI****BEDFORD AREA**

- 208 Berlin
- 211 Meyersdale
- 218 Riddlesburg
- 222 Saxton
- 224 McConnellsburg
- 308 Bedford
- 311 Central City
- 316 Cumberland,  
Wineow St. (Meats)
- 317 Cumberland,  
Greene St. (Meats)
- 321 Everett
- 312 Cumberland Lavale  
(Meats)

**VII****LEWISTOWN AREA**

- 31 Mifflintown
- 212 Millersburg
- 214 New Bloomfield
- 215 Newport
- 326 Huntingdon
- 337 Lewistown
- 341 Mt. Union

Revised 11-4-58

6178-003 b017f002-02