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7-1-1959

Philadelphia Food Store Employers Labor Council and Warehouse Employees' Union Local 169

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Philadelphia Food Store Employers Labor Council and Warehouse Employees' Union Local 169

Location

Philadelphia, PA

Effective Date

7-1-1959

Expiration Date

6-30-1962

Number of Workers

1900

Employer

Acme Markets, Inc.; Atlas Wholesale Grocery Co.; Food Fair Stores, Inc.; Frankford-Quaker Grocery Co.; Globe Grocery Co.; Great Atlantic & Pacific Tea Co., Inc.; L-H Park Co.; Penn Food Distributors, Inc.; Perloff Bros., Inc.; Quaker City Wholesale Grocery Co.; John Sexton & Co.; Spatola-Thompson, Inc.; Charles Strickler & Sons; A Weingeld & Son

Union

Warehouse Employee's Union

Union Local

169

NAICS

44

Sector

P

Item ID

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SEP 21 1962

AGREEMENT

Return this to me I
Anna Roy Please X-4/62

PARTIES TO THE AGREEMENT

1. THIS AGREEMENT made and entered into this 1st day of July, 1959, between Philadelphia Food Store Employers Labor Council (hereinafter referred to as "Employer"), a participating member of Philadelphia Food Store Employers Labor Council (hereinafter referred to as "Employers Council") and the WAREHOUSE EMPLOYEES' UNION, LOCAL No. 169 of Philadelphia, Pennsylvania, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

WITNESSETH

PURPOSE:

2. WHEREAS, the Employers Council is an employer association of food chains, retail cooperatives, wholesalers, institutional distributors and other food distributors in and about the Greater Delaware Valley Area and, as bargaining agent for its member companies, has negotiated with the bargaining committee of the Union; and

WHEREAS, the parties hereto, through industry-wide bargaining desire to establish uniform standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious and efficient co-operation and mutual benefit,

CONSIDERATION:

3. NOW, THEREFORE, in consideration of the performances in good faith by both parties, individually and collectively, of the terms and conditions of this agreement, the parties agree to and with each other as follows:

UNION RECOGNITION:

4. The Employer recognizes the Warehouse Employees' Union, Local No. 169, as the sole and exclusive bargaining agency during the life of this Agreement for all its warehouse employees classified herein employed by the Employer in Philadelphia, Pennsylvania and vicinity.

5. Should any member of Warehouse Employees' Union Local 169 be suspended or expelled from Local No. 169 for non-payment of dues, the Employer agrees to discharge such person or persons within seven (7) days after receiving word in writing from the officials of Local No. 169.

HIRING EMPLOYEES

6. The Employer shall be free to hire additional help from any source

where they are available. In doing so, if the Union has any available, they will be considered. If any fully qualified Journeymen Grocery Warehousemen trained by any Grocery Warehouse in the Philadelphia area are available, they shall be given priority in the hiring; and so long as acceptable Journeymen Grocery Warehousemen are available, additional trainees will not be started. In any event, any employees so engaged and retained who are not already members of the Union shall be required to become members of the Union upon completion of thirty (30) days employment. The Union shall admit such employees to membership basis at the initiation fees, and at the membership dues prescribed by the Constitution and By-Laws of the Union.

7. Every new employee shall be on probation for a period of sixty (60) days, and during such period the Employer may dispense with his or her services for any reason without any question or objection by the Union or employee.

8. On a specified date each month the Employer (warehouse superintendent) shall give to the Union a written list of all new employees employed during the previous month and retained for more than thirty (30) days.

MANAGEMENT AUTHORITY

9. It is recognized that the well-being of both parties is directly dependent upon the skill and efficiency and methods of operation with which the business of the Employer is conducted, and that any assumption of the functions of the Management by representatives of the Union is contrary to the intent and purpose of the Agreement. Union agrees to do everything within its power by full cooperation with Employer to bring about the most efficient operation.

10. The authority and responsibility for the management of the business shall repose exclusively in the Employer and its appointed representatives, and the Union or its representatives shall not interfere with the exercise of such authority and responsibility. The Employer maintains its inherent right to transfer employees from one department or assignment to another or to assign employees, whether male or female, as operating procedures may require, but not from one warehouse to another, and to introduce mechanization changes or palletized loading or the use of other equipment as may arise out of the requirements of its business; however, the Employer agrees to discuss in advance with the Union any broad changes in its operation which would result in the elimination of jobs for members of Local 169.

RATES OF PAY

11. Job classifications shall continue. Job classifications and minimum wage rates are set forth in Schedules A, B, and C, attached hereto and made a part of this Agreement.

NIGHT SHIFT RATES

12. Any scheduled shift of regular employees starting work after 2.00 P. M. and until 4.00 A. M. (inclusive) shall be considered as employed on night work and shall be paid while so employed a premium wage of twelve and one-half cents (\$.125) per hour above the regular established hourly rate of pay for the position which he or she may hold.

SUPERANNUATED RATES

13. The Employer will furnish the Union a list of its superannuated employees (both male and female) in its warehouses, who are able to perform only limited labor, and whom it is willing to continue to employ. This group will be given individual special wage rate classification depending on the respective capacities of the individuals. The Union shall be consulted as to any proposed additions to said list.

PREFERENCES

14. Men working on night warehouse shifts, excluding janitors, shall have preference when vacancies occur in day warehouse shifts; details as to ability, seniority, permanence of job, and similar matters, are to be discussed and arranged between the Superintendent of the Warehouse and the Steward of the Union.

EQUAL PAY

15. Employees doing like work and having served like periods of time in such work shall receive the rate of pay as applicable to male and female employees and as more particularly set forth in Schedule A.

RATES ON TRANSFERS

16. Employees permanently transferred from one job to another shall receive the rate for the job to which they are permanently transferred as shown in Schedule A; but employees working on a higher rated job for two (2) hours or more during any day shall be paid at the higher rate for the time worked. No employee shall refuse work to which he may be temporarily assigned.

WORK WEEK

17. The work week for regular day shift warehouse employees covered hereby shall consist of not more than forty (40) hours to be performed in not more than five (5) days of eight (8) hours each, Monday through Friday inclusive.

18. For all other warehouse employees the work week shall consist of not more than forty (40) hours to be performed in not more than five (5) days of eight (8) hours each.

19. The Employer shall have the right to set such normal work schedules for the various groups covered hereby as from time to time shall best fit the

Employer's needs. The Employer shall have the right to change these work schedules, but except in cases of extreme emergencies, such changes shall be posted at least three (3) days in advance.

DAILY GUARANTEES

20. Employees reporting at the hour designated for their scheduled day's work shall be guaranteed eight (8) hours work for that day unless they shall have been notified the previous day not to report the following day. Male employees ordered in for Saturdays shall be guaranteed four (4) hours work.

21. Extra employees shall be guaranteed a minimum of eight (8) hours work for each day worked.

OVERTIME RATE

22. Overtime shall be paid for over forty (40) hours in any week or over eight (8) hours in any day, but not for both. Overtime shall be paid for at the rate of time and one-half. Any employee or group working overtime will not be given time off to offset the overtime work.

UNION ACTIVITIES

23. Employees shall refrain from participation in Union activities during working hours, except as otherwise provided in this Agreement.

SUNDAY RATE

24. All regular warehouse work performed on Sunday shall be compensated for at the rate of double time, except where past practices have provided for different compensation.

HOLIDAYS AND HOLIDAY PAY

25. a. The following holidays will be granted and eight (8) hours straight-time pay, according to the regular work schedule of hours, shall be paid to regular full-time employees under the terms and conditions outlined below:

New Year's Day, Easter Monday, Memorial Day,
Fourth of July, Labor Day, Thanksgiving Day
and Christmas Day.

b. In addition, each regular full-time warehouse employee covered by this Agreement shall be granted one (1) personal holiday, to be the date of his or her birth, and shall be observed in the same manner as the other specified legal holidays, i. e., where the date of birth falls on a Saturday or a week day on which the employee is not scheduled to work, employee shall be given one (1) day's (eight (8) hours) straight-time pay. Where the date of birth falls on a Sunday and the employee is not scheduled to work, employee shall be given the next day (Monday) as employee's day off with eight (8) hours straight-time pay. In the event the employee's birthday falls on a legal holiday, as

specified above, such employee will be given another day off at a time mutually agreeable to both the Employer and the employee.

c. To be eligible for holiday pay, employee must have completed sixty (60) days of employment and such holiday or pay for same shall not be retroactive to the date of original hire.

d. Unless requested to do otherwise by the Employer, employee must take the day off.

e. To receive such holiday pay an employee must be at work on the working day preceding and following any such holiday unless the employee is on vacation on either or both of said dates.

f. An employee otherwise eligible for holiday pay shall receive holiday pay where his absence the day before and/or after was caused by a legitimate reason acceptable to Employer or by illness or accident to employee, providing such illness or accident is of such serious nature as to require employee to remain away from work, the serious character of the illness or accident to be attested by a reputable physician.

In the case of an employee's excused illness or accident, such employee will be eligible for the succeeding holiday only if the employee returns to work during the interim period between holidays.

26. All regular warehouse work performed on the legal holidays listed above in paragraph 25 (excluding personal holiday) shall be compensated for as provided in paragraph 25 above plus double time for the actual number of hours worked.

27. Paragraphs 24 and 26 shall not apply to employees whose regularly assigned duties require them to work on Sundays and/or any or all of the holidays named. In addition, any employee receiving the night shift differential shall receive as his or her holiday (other than the personal holiday) the work day immediately preceding the calendar holiday and shall be paid at regular straight-time rates for any work performed on the actual calendar holiday.

HOLIDAY WORK WEEK

28. All work, exclusive of work performed on the said holidays or on Sundays of the holiday week as above provided, by any regular full-time employee over thirty-two (32) hours in any week in which any of the above mentioned holidays occurs (except when the holiday falls on a Saturday) shall be compensated for at the rate of time and one-half. In such weeks where the holiday falls on a Saturday, the said compensation shall not be paid or expected until forty (40) hours have been worked.

VACATIONS

29. The vacation program shall be as set forth in Schedule D, attached hereto and made a part hereof.

WELFARE BENEFITS

30. The Employer shall contribute \$3.00 per week per employee covered hereby on the basis of seven and one-half cents (7-1/2¢) per hour up to eight (8) hours in any one day, up to forty (40) hours in any one week, to Teamsters' Health & Welfare Fund of Philadelphia and Vicinity for welfare benefit for the employees covered hereunder and their respective dependents, in accordance with the program instituted for such coverage by the Trustees of the said Fund for employees covered by other contracts with the Teamsters' Joint Council, all contributions to be handled and benefits to be paid in accordance with the Trust Agreement between the Employer and the said Trustees, as amended.

PENSION

31. Employer agrees to contribute to the "Warehouse Employees' Union Local 169 and Employers Joint Pension Trust" as more particularly set forth in Schedule E, attached hereto and made a part hereof.

REST PERIODS

32. Regular full-time employees shall be granted two (2) fifteen (15) minute rest periods during each eight (8) hour shift, these rest periods will be scheduled by the Warehouse Superintendent, one (1) to be during the first part of the shift and one (1) during the second part of the shift.

FUNERAL LEAVE

33. In the case of a death in the immediate family (namely, the death of a parent, spouse, child, brother, sister, or parent-in-law) of a full-time employee requiring the employee's absence from his regularly scheduled assignments for the purpose of arranging or attending the funeral, the employee shall be granted a leave of absence up to three (3) days. Where the employee's normal time off falls within the three (3) day period, he will be reimbursed for that portion of time normally scheduled for work, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary.

JURY DUTY

34. 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 the days when the jury is not in session.

PRIVILEGES

35. All privileges not covered hereby shall continue as heretofore and shall not be eliminated or abridged by virtue of the signing of this Agreement.

SENIORITY

36. Straight seniority shall prevail in each individual warehouse coming within the provisions of this Agreement, particularly as to layoffs and reemployment. Promotions, transfers from one job to another, or from one department to another within the warehouse, or for assignments for overtime work, shall be conditioned upon the ability and practicability of the employee to perform the duties of the job to which seniority privileges may otherwise entitle him.

DISMISSALS

37. The Shop Committee, as hereinafter described, shall be notified of all proposed dismissals at least twelve (12) hours before actual separation, except in the case of dismissals for cause, which may be made immediately upon notice to the Shop Committee.

APPEALS

38. The Union reserves the right to question and investigate any dismissal for cause. Where such cause upon joint reconsideration is not justified, the dismissed employee shall be reinstated in his former position, or its equivalent, and paid for all time lost at his regular rate of pay. Appeal by the Union for reconsideration must be registered in writing with the Employer within seven (7) days following such dismissal. When just cause exists the Union shall not ask to have the dismissed employee reemployed. If the Union and the Employer fail to agree as to whether the cause is justified, the question shall be submitted to arbitration as provided in paragraph 46.

CAUSES FOR DISMISSALS

39. The following will be just cause for dismissal: theft, sabotage, creating hazards of fire, safety or health, reporting for work intoxicated, gambling, sale or use of intoxicants on the premises or contiguous thereto; smoking on the premises except where expressly permitted, carelessness, incompetence, insubordination, continued absence without leave.

SHOP COMMITTEE

40. The Union shall appoint a Shop Committee of not more than six (6) in any warehouse covered hereby. One (1) member of the said Shop Committee shall be designated by the Union to act as Shop Chairman or Steward. In shops employing ten (10) men or less, a Shop Steward only shall be appointed and he shall be the Shop Committee and the Shop Chairman. Under no circumstances shall the Steward be empowered to call a stoppage or slow-down of work.

41. The Shop Committee shall be the Union's representative (s) in the warehouse and in the case of a slack season they shall be the last employees to be laid off, provided they can perform available work.

LAY-OFFS

42. The Employer will give all regular employees three (3) working days notice of lay-offs for lack of work, or regular straight time pay in lieu thereof, provided the lay-off is for thirty (30) days or more. This provision will not apply in case of lay-offs caused by strikes, Acts of God, power failure, or other reasons beyond the control of the Employer.

GRIEVANCE PROCEDURE

43. All questions arising under this Agreement shall be taken up in the first instance through the Shop Chairman or Steward or the Shop Committee and the Employer. In the event of a failure by the parties to settle the matter, the Business Representative of the Union shall be consulted and in the event of a failure by the Business Representative of the Union and the Employer to settle the matter, it shall be arbitrated as provided in paragraph 46. All grievances to be considered as such shall be brought to the attention of the parties in writing within seven (7) days of their occurrence, extenuating circumstances excepted.

NO INTERFERENCE

44. It is agreed that no dealer, farmer, trucker, seller, or supplier, or supplier's agent, not involved in a strike issue of his own, shall be intimidated, obstructed, or interfered with by the Union or its members, without regard to Union or non-Union affiliations, in their normal and ordinary transaction of business with the Employer.

NO STRIKES OR LOCKOUTS

45. It is mutually agreed that there shall be no strikes, lockouts, or stoppages of work during the life of this Agreement. The Union shall use every effort to prevent cessation of work by any of its members employed by the Employer, for any cause, but especially for the following reasons: (a) Union jurisdictional disputes; (b) sympathy strikes; (c) general strikes. The Employer and the Union will work toward harmonious cooperation so that no provocation either on the part of a Union Steward or Employer representative may lead to any disruption of operations. It shall not be a violation of this Agreement for an employee covered hereunder to refuse to cross a picket line which has the approval of the International Union and Teamsters' Joint Council 53 and after the Employer has been given notice of seventy-two (72) hours.

ARBITRATION

46. In the event of a failure by the Union and the Employer to settle any matter arising hereunder, after proper and reasonable opportunity, the same shall be referred within seven (7) days thereafter, by either party giving written notice to the other of its intention to do so, to an Arbitration Board of three (3) members, one (1) member of which shall be designated by the complaining party in its notice to the other, the second of which shall be selected by the other party within seven (7) days thereafter, with due notice

thereof to the complaining party, these two, within seven (7) days thereafter, to select a third member, who shall be Chairman. The Board shall meet within seven (7) days after its selection is completed and render a decision within two (2) weeks after its last official hearing. Decisions of the Arbitration Board shall be final and binding on both parties. Pending the decision of the Arbitration Board, the Union will not permit any strikes or interference with the regular routine of business. The cost of the third member shall be borne equally by the parties.

47. Nothing contained in this Agreement shall require or permit arbitration of a change in the terms of this Agreement, nor permit to be brought before arbitration any grievance or dispute arising outside the terms and conditions of this Agreement.

SUPERVISORS

48. The Union will not solicit or accept Superintendents or their Assistants, Supervisors or non-working Foremen and watchmen for membership in the Union.

49. Work by supervisory employees for purposes of instruction, or during emergencies or relief periods is to be permitted at all times.

50. The provisions of this Agreement as to hours shall not apply to foremen and salaried employees.

UNION OFFICIALS ABSENCE

51. Officers and delegates of the Union requiring temporary leave of absence on Union service shall be granted same upon reasonable written notice, and shall, at the end of same, be guaranteed reemployment without loss of seniority at their former wage rate, plus any increase, or less any reduction, that may have become effective during their absence, provided they can perform available work.

TERM OF AGREEMENT

52. This Agreement shall continue in effect from July 1, 1959 to and including June 30, 1962, and thereafter from year to year unless either party shall serve notice, in writing, at least sixty (60) days prior to any such termination date, of a desire for termination of, or for changes in, the Agreement. Should either party desire such changes, it is agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes, and said negotiations shall proceed until the changes have been satisfactorily determined. Pending the determination of the negotiations, the terms and conditions of employment herein provided shall prevail and any changes in compensation made as a result of the negotiations shall be retroactive to the said termination date.

53. Should any Article, 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

Article, part or paragraph shall not affect the validity and enforceability of any other Article, part or paragraph hereof, and the remainder of the Agreement shall continue in full force and effect.

SIGNATURES

54. IN WITNESS WHEREOF this Agreement has been signed this _____ day of _____, 1959 by the duly authorized representatives of the parties hereto.

FOR THE EMPLOYER:

FOR THE UNION:

Approved:

PHILADELPHIA FOOD STORE EMPLOYERS LABOR COUNCIL

By: _____
President

Vice-President

Secretary-Treasurer and Chairman of the
Negotiating Committee.

SCHEDULE A

Effective on the dates indicated all regular full-time employees shall be granted the following across-the-board increases:

	<u>Effective</u> <u>July 1, 1959</u>	<u>Effective</u> <u>July 3, 1960</u>	<u>Effective</u> <u>July 2, 1961</u>
Male Employees	15¢ per hour	5¢ per hour	10¢ per hour
Female Employees	5¢ per hour	2-1/2¢ per hr	2-1/2¢ per hour

All regular full-time employees shall receive the above increases or the following minimum rates, whichever is greater, effective on the dates indicated:

<u>REGULAR FULL-TIME WAREHOUSE</u> <u>EMPLOYEES</u>	<u>RATES FOR FULLY QUALIFIED</u> <u>EMPLOYEES AFTER FULL TRAINING</u> <u>EXCEPT EMPLOYEES HOLDING RED</u> <u>CIRCLE RATES</u>
--------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------

	<u>Eff. 7/1/59 to &</u> <u>incl. 7/2/60</u>		<u>Eff. 7/3/60 to</u> <u>& incl. 7/1/61</u>		<u>Eff. 7/2/61 to</u> <u>& incl 6/30/62</u>	
	<u>Per 40</u>		<u>Per 40</u>		<u>Per 40</u>	
	<u>Per Hr.</u>	<u>Hr. Wk.</u>	<u>Per Hr.</u>	<u>Hr. Wk.</u>	<u>Per Hr.</u>	<u>Hr. wk</u>
<u>Male - Light</u>	\$2.30	\$ 92.00	\$ 2.35	\$ 94.00	\$2.45	\$ 98.00
General	2.35	94.00	2.40	96.00	2.50	100.00
In Coolers	2.375	95.00	2.425	97.00	2.525	101.00
Order Assemblers	2.35	94.00	2.40	96.00	2.50	100.00
Checkers	2.50	100.00	2.55	102.00	2.65	106.00
Receivers	2.50	100.00	2.55	102.00	2.65	106.00
Machine Set Up Men	2.375	95.00	2.425	97.00	2.525	101.00
Male Machine Operators	2.35	94.00	2.40	96.00	2.50	100.00
Jitney Operators	2.425	97.00	2.475	99.00	2.575	103.00
Fork Lift Truck Operators	2.50	100.00	2.55	102.00	2.65	106.00
Hand Operated (Elevating type) Fork Lift Truck Opr	2.375	95.00	2.425	97.00	2.525	101.00
Clerks (Whse. Office) Male	2.195	87.80	2.245	89.80	2.345	93.80
Cold Storage Men	2.55	102.00	2.60	104.00	2.70	108.00
Elevator Men	2.40	96.00	2.45	98.00	2.55	102.00
Coffee Roasters-Learners	2.325	93.00	2,375	95.00	2.475	99.00
Journeyman	2,45	98.00	2,50	100.00	2.60	104.00
Maintenance Men *	2.59125	104.00	2.64125	106.00	2.74125	110.00

FEMALE

Labor General	\$1.675	\$ 67.00	\$1.70	\$68.00	\$1.725	\$ 69.00
Clerks - Warehouse Office	1.725	69,00	1.75	70,00	1,775	71.00

* The Company agrees during the life of this agreement, in the case of Maintenance Men, to round off their 40 -hr. week earnings to the next highest dollar.

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SCHEDULE B

"Warehouse Trainees" who qualify for employment during the term of this Agreement shall receive the following minimum rates as of the dates indicated below:

	<u>Eff. 7/1/59 to & incl. 7/2/60</u>		<u>Eff. 7/3/60 to & incl. 7/1/61</u>		<u>Eff. 7/2/61 to & incl. 6/30/62</u>	
	Per 40		Per 40		Per 40	
	<u>Per Hr.</u>	<u>Hr. Wk</u>	<u>Per Hr</u>	<u>Hr. Wk</u>	<u>Per Hr</u>	<u>Hr. Wk.</u>
<u>Male</u>						
Starting rate	\$ 2.025	\$ 81.00	\$ 2.075	\$ 83.00	\$ 2.175	\$ 87.00
After 60 days (on the 3rd wage adjustment day)	2.15	86.00	2.20	88.00	2.30	92.00
After 4 months (on the 5th wage adjustment day)	2.35	94.00	2.40	96.00	2.50	100.00
<u>Female</u>						
Starting Rate	\$ 1.40	\$ 56.00	\$ 1.425	\$ 57.00	\$ 1.45	\$ 58.00
After 60 days (on the 3rd wage adjustment day)	1.475	59.00	1.50	60.00	1.525	61.00
After 4 months (on the 5th wage adjustment day)	1.675	67.00	1.70	68.00	1.725	69.00

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SCHEDULE C

Trainees for Female Egg Candler classifications who qualify for employment during the term of this Agreement shall receive the following minimum rates as of the dates indicated below:

	<u>Eff. 7/1/59 to</u> <u>& incl. 7/2/60</u>		<u>Eff. 7/3/60 to</u> <u>& incl. 7/1/61</u>		<u>Eff. 7/2/61 to</u> <u>& incl. 6/30/62</u>	
	<u>Per Hr</u>	<u>Per 40 Hr. Wk</u>	<u>Per hr.</u>	<u>Per 40 Hr. Wk</u>	<u>Per Hr.</u>	<u>Per 40 Hr. Wk</u>
Starting rate	\$ 1.40	\$ 56.00	\$ 1.425	\$ 57.00	\$ 1.45	\$ 58.00
After 3 months (on the 4th wage adjustment day)	1.45	58.00	1.475	59.00	1.50	60.00
After 6 months (on the 7th Wage adjustment day)	1.475	59.00	1.50	60.00	1.525	61.00
After 9 months (on the 10th wage adjustment day)	1.525	61.00	1.55	62.00	1.575	63.00
After 12 months (on the 13th wage adjustment day)	1.575	63.00	1.60	64.00	1.625	65.00
After 15 months (on the 16th wage adjustment day)	1.775	71.00	1.80	72.00	1.825	73.00

SCHEDULE DRULES GOVERNING VACATION PLAN FOR COMPANIES OTHER THAN AMERICAN STORES COMPANY AND THE GREAT ATLANTIC & PACIFIC TEA COMPANY:

1. The vacation period shall be from May 1st to September 30th of each year. Employees continuously in the service of the Employer for one (1) year prior to September 30th shall be entitled to one (1) week's vacation with pay, calculated on his or her basic weekly wage.
2. Employees continuously in the service of the Employer Three (3) or more years prior to September 30th shall be entitled to two (2) weeks' vacation with pay, calculated on his or her basic weekly wage.
3. Employees continuously in the service of the Employer ten (10) or more years prior to September 30 shall be entitled to two (2) weeks' uninterrupted and one (1) week's additional vacation with pay, at a time convenient to the Employer, calculated on his or her basic weekly wage.
4. Effective 1960, employees continuously in the service of the Employer twenty (20) or more years prior to September 30 shall be entitled to two (2) weeks' uninterrupted and two (2) weeks' additional vacation with pay, at a time convenient to the Employer, calculated on his or her basic weekly wage.
5. The vacation week or weeks of each employee shall be arranged by the management with due consideration to the employees' preferences in the order of their seniority.
6. In a vacation week in which one of the holidays named in Paragraph 25 occurs, an employee on vacation shall receive an extra day's pay of eight (8) hours at his or her straight time hourly rate for the holiday, or, at the option of the Employer, an extra day's extension of his or her vacation with pay.

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SCHEDULE D

VACATION PROVISION

The Employer will grant a paid vacation, as set forth under Section A, and subject to the conditions under Section B of this Schedule, to eligible employees covered by this Agreement.

Section A - Types of Vacation Grants

Length of Continuous
On-the-Job Service

Regular Full-Time Employees

- | | |
|---------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| 1. More than three (3) months, but less than one (1) year on May 1 of the calendar year. | 1/12th of a week's basic straight-time wage for each full month's service prior to May 1. |
| 2. One (1) year, or more, but less than three (3) years, on May 1 of the calendar year. | One (1) week. |
| 3. Three (3) years or more, but less than ten (10) years on the Saturday nearest September 30 of the calendar year. | Two (2) weeks |
| 4. Ten (10) years or more on the Saturday nearest September 30 of the calendar year. | Three (3) weeks. |
| 5. Effective 1960 twenty (20) years or more on the Saturday nearest September 30, 1960. | Four weeks (4) |

Section B - Conditions

1. A regular full-time employee is defined as one who is regularly and continuously scheduled to work at least forty (40) hours per week.
2. The "vacation period" shall be defined as that period beginning May 1 and ending on the Saturday nearest September 30, except the third and fourth weeks (fourth week effective 1960) vacation will be scheduled by the Company as business operations permit during the "vacation year", i. e., May 1 through the following April 30.
3. Unused vacation grant may not be carried over to the following vacation year.
4. All vacation pay shall be calculated on the employee's basic straight-time hourly rate.
 - a. 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.

5. 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 business of the Company.
6. Unless the business of the Company directs otherwise, vacation grants up to and including two weeks will be taken in consecutive days within the vacation period.
7. Employees whose allotted vacation period includes a paid holiday will be granted one day's basic straight-time wage in addition to the vacation grant but no extension of time.
8. Monthly vacation credits do not accrue in the case of:
 - a. Layoffs of more than thirty (30) days
 - b. Part-time employees, student employees, non-regular employees, temporary help hired for peak or seasonal periods.
 - c. Leave of absence exceeding thirty (30) days.
 - d. Absence for other reasons except as provided in paragraph 9 below, and
 - e. Except as provided by law (see paragraph 10).
9. 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-occupational 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.

10. a. Employees entering the U. S. Armed Forces will be paid their earned pro-rata vacation grant through the last day of the month for active employment.
- b. In compliance with the Selective Service and Training Act, returning veterans who re-enter the Company's service within the vacation period (defined Section B, paragraph 2) will be paid one twelfth (1/12th) of the annual vacation grant for each full month on the job during the vacation period.
- c. Veterans who re-enter the Company's service after the final day of the vacation period (defined Section B, paragraph 2) will become eligible for their earned vacation grant during the following vacation period as qualified in Section B, paragraph 2.
- d. Company on-the-job service interrupted by induction into 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.

RULES GOVERNING VACATION PLAN FOR THE GREAT ATLANTIC & PACIFIC TEA COMPANY

1. All full time employees shall be granted one (1) week's uninterrupted vacation with full pay for one (1) year of full time service and two (2) weeks' uninterrupted vacation with full pay for three (3) years' full time service.
2. All full time employees shall be granted three (3) weeks' vacation with full pay for ten (10) years' continuous full time service, two (2) weeks' uninterrupted and one (1) week's additional at a time convenient to both the Employer and the employee.
3. Vacations may be selected by the employees on the basis of length of service with the Employer subject to the requirements of the business.
4. Effective 1960 all full time employees shall be granted four (4) weeks' vacation with full pay for twenty (20) years' continuous full time service, two (2) weeks' uninterrupted and two (2) weeks' additional at a time convenient to both the Employer and the employee.
5. In the event the services of an employee are terminated, voluntarily or involuntarily, except for discharge due to dishonesty, and 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 services.
6. All vacations must be taken within the calendar year and may not be accumulated from year to year.

SEP 21 1982

SCHEDULE E

Pension Clause for those companies now contributing

1. The Employer agrees to continue to contribute to the "Warehouse Employees Union Local 169 Employers Joint Pension Fund" on behalf of each regular full-time employee covered by this Agreement, for the duration of this Agreement, the sum of eight cents (\$.08) per hour for each straight-time hour worked up to a maximum of forty (40) straight-time hours each week. For the purpose of this provision, paid vacations and paid holidays shall be considered as time worked. No contributions shall be made for an employee until such employee shall have been employed for a period of ninety (90) consecutive days; provided that in the case of a new employee for whom contributions have been made by a member company to the Fund at any time within the last preceding twelve (12) calendar months, the Employer shall report and pay the applicable contribution for such new employee from his first day of employment with the Employer.

2. The Employer agrees to make and transmit to said Fund with each such payment a report of the names of applicable employees together with the number of straight-time hours worked for all such employees for whom contributions are made.

3. It is hereby agreed that an employee may retire at the option of the Employer on the last day of the calendar month in which such employee attains age sixty-five (65); provided, however, that the Employer shall have the right, in its sole discretion, to continue the employment of any such employee after attaining age sixty-five (65) for such period as the Employer may elect.

4. The Plan shall at all times be such that contributions thereunder by participating employers are deductible as an item of business expense of such employers for income tax purposes, under the provisions of the Internal Revenue Code, and that such Plan shall receive the continuing approval of the Internal Revenue Service, United States Treasury Department, with respect to the deductibility as an item of business expense of the Employer's contributions thereunder.

SEP 21 1982

SCHEDULE E

Pension Clause applicable to The Great Atlantic and Pacific
Tea Company

1. Effective February 28, 1960, Employer agrees to contribute to the "Warehouse Employees Union Local 169 Employers Joint Pension Fund" on behalf of each regular full-time employee covered by this Agreement, for the duration of this Agreement, the sum of eight cents (\$.08) per hour for each straight-time hour worked up to a maximum of forty (40) straight-time hours each week. For the purpose of this provision, paid vacations and paid holidays shall be considered as time worked. No contributions shall be made for an employee until such employee shall have been employed for a period of ninety (90) consecutive days; provided that in the case of a new employee for whom contributions have been made by a member company to the Fund at any time within the last preceding twelve (12) calendar months, the Employer shall report and pay the applicable contribution for such new employee from his first day of employment with the Employer.

2. The Employer agrees to make and transmit to said Fund with each such payment a report of the names of applicable employees together with the number of straight-time hours worked for all such employees for whom contributions are made.

3. 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 (65th) birthday.

4. The Union, as the bargaining agent for each of the affected employees of the Employer, agrees, on behalf of each of said employees who are now participants in the said existing Company Retirement Plan, unilaterally established by the Employer, that each of said employees in consideration of the Agreement by the Employer to contribute to the Industry Pension Plan, enabling each of its members to participate therein, shall withdraw from, surrender, release and relinquish whatever rights, privileges and benefits he had, if any, in the Employer's Retirement Plan prior to the effective date the Employer commences to contribute to the Industry Pension Plan. To formalize the foregoing release on behalf of each of said employees, the Union will make every effort to deliver to Employer signed releases which must be in a form to be approved by Employer from each of said employees. It is further understood, however, that the Employer will exercise its right to amend its Retirement Plan, as provided therein, to exclude all employees covered by this Agreement whether or not a signed release for any employee is delivered to the Employer.

5. The Plan shall at all times be such that contributions thereunder by participating employers are deductible as an item of business expense of such employers for income tax purposes, under the provisions of the Internal Revenue Code, and that such Plan shall receive the continuing approval of the Internal Revenue Service, U. S. Treasury Department, with respect to the deductibility as an item of business expense of the Employer's contributions thereunder.