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All American Stamp and Premium Corporation of New York and Amalgamated Food Employees, AFL-CIO, Local 590 (1963)

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All American Stamp and Premium Corporation of New York and Amalgamated Food Employees, AFL-CIO, Local 590 (1963)

Location

East Liverpool, OH; Steubenville, OH; Weirton, WV; PA

Effective Date

12-1-1963

Expiration Date

December 1965

Number of Workers

750

Employer

All American Stamp and Premium Corporation of New York

Union

Amalgamated Food Employees

Union Local

590

NAICS

44

Sector

P

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AGREEMENT

BETWEEN

**ALL AMERICAN STAMP AND
PREMIUM CORPORATION
OF NEW YORK**

AND

**AMALGAMATED FOOD
EMPLOYEES LOCAL No. 590,
B. W. of N. A.—AFL-CIO**



DECEMBER 1, 1963 TO DECEMBER 5, 1965

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DECEMBER 1, 1963 TO DECEMBER 5, 1965

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AGREEMENT

This Agreement is entered into between ALL AMERICAN STAMP AND PREMIUM CORPORATION OF NEW YORK, or its successors, hereinafter referred to as the "Company," and the AMALGAMATED FOOD EMPLOYEES—LOCAL No. 590, B. W. of N. A., affiliated with the AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I

Intent of Agreement

The Company and Union each represent that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Company, to promote efficiency and service and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

ARTICLE II

Management Rights

A. The management of the business and the direction of the working forces, including the right to hire or discharge for proper cause and the right to relieve employees from their work because of lack of work or

for other proper reasons, is vested solely in the Company. Such right will not be used for the purpose of discrimination against any member of the Union.

B. The Union recognizes the need for improved methods and output in the interest of the employees and the business, and agrees to cooperate with the Company in the installation of such methods in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

ARTICLE III

Jurisdiction

A. The Union shall be the exclusive bargaining agency for all store employees (except store managers and co-managers) in the Company's stores or departments of stores as follows:

1. The meat department of the store at 619 Bradshaw Avenue, East Liverpool, Ohio, including the head meat cutter.
2. The store at 1840 Dresden Avenue, East Liverpool, Ohio.
3. All stores operated in the cities of Steubenville, Ohio, and Weirton, West Virginia.
4. All stores operated in the Pennsylvania counties of Butler, Armstrong, Indiana, Beaver, Allegheny, Washington, Westmoreland, Clarion, Fayette and Greene.

B. The Company agrees to discuss Union representation of employees of a central meat cutting plant, if such a plant is established.

ARTICLE IV

Union Shop

Employees shall, after thirty (30) days of employment, become members of the Union and shall maintain membership in good standing as a condition of employment. The Company may secure new employees from any source whatsoever. During the first thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Company.

ARTICLE V

Individual Contracts Banned

A. It is understood and agreed that no employee shall be asked or required to make any written or verbal individual Contract and that any individual Contract that may be made with any member of the Union shall be considered a violation of this Agreement.

B. The Company agrees that all employees will be handed a printed copy of this Contract, the inside cover of which shall carry the following notice:

“Your attention is called to the following Labor Agreement between your Company and the Amalgamated Food Employees Union—Local No. 590. This

Agreement sets forth terms and conditions of employment—a pledge of efficiency and cooperation and mutual obligations. The management will not recognize any other collective bargaining agency nor enter into any other Agreement setting forth hours, wages and conditions of employment as herein defined during the life of this Agreement. The management requests that you examine this Agreement carefully.”

ARTICLE VI

Check Off

A. Upon receipt of proper written authorization from an employee, the Company agrees to deduct from the wages of said employee, and to forward to the Union, dues and initiation fees as listed by the Union in duplicate schedules of employees. These lists will be furnished to the Company during the week preceding that in which the deduction is to be made. It is understood that any authorization for payroll deduction shall be voluntary on the part of the employee and may be cancelled at yearly intervals or at the termination date of this Agreement, whichever occurs first.

B. The Union agrees to indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provision of this Article.

ARTICLE VII

Stewards — No Discrimination

A. Stewards of the Union at all times, shall be full-time employees and in the event of a layoff shall be the last to be laid off or reduced in classification in any case.

B. There shall be no discrimination against any employee because of membership in Local No. 590. Union activities and duties will not be carried on during hours of store employment. Union officials will be allowed to enter stores in order to ascertain that this Agreement is being observed.

ARTICLE VIII

Work Assignments

Any employee shall perform whatever store work (either meat or grocery) that the Store Manager or District Manager may assign to him on the store premises, in the store parking area, whether private or public parking area, with the understanding that when an employee is assigned to a job paying a lesser rate, he will be entitled to his regular rate of pay, unless he has been permanently transferred to a lower rated job.

ARTICLE IX

Rates of Pay

Rates of pay, as set forth in Wage Schedule "A," shall remain in effect for the life of this Agreement and shall constitute the basis for determining the wages for time worked.

ARTICLE X

Hiring — Previous Experience

All new full-time employees who have had previous retail food store experience within the three (3) year period immediately preceding the date of hire, shall be given credit for all such experience for the purpose of establishing weekly wage rates only. The previous experience credit of entirely new employees will be added to the job rate effective the Monday of the week in which written certification is received from the Union. Employees changed from part-time to full-time shall be immediately credited with actual hours of part-time work in establishing the weekly wage rate.

ARTICLE XI

Hours — Overtime — Call In

A. Work schedules, including lunch periods, for full-time and part-time employees shall be posted by 12:00 o'clock noon on Saturday for the following week. The store steward will be given a copy of the schedule. The Company will, insofar as possible, post all hours which are to be worked in a given week by all employees. The store steward shall be notified when hours are added to the work schedule.

B. The work week for full-time male and female employees shall be forty (40) hours to be performed within the store and worked in five (5) days. Work in excess of forty (40) hours in any week or eight (8) hours in any day shall be paid for at the rate of

time and one-half the regular rate. Overtime pay shall be computed on either a daily or weekly basis, whichever is greater, but overtime shall not be computed on overtime.

C. Except for night stockers, time and one-half ($1\frac{1}{2}$) the regular hourly rate shall be paid for all work performed before 7:00 A. M. or after 10:00 P. M.

D. Except for part-time employees, time and one-half ($1\frac{1}{2}$) shall be paid for all work performed outside the regular work schedule.

E. If an employee is required to work outside his regular schedule, he shall not be required to take time off from his schedule that week in order to avoid the application of overtime wage rates.

F. Part-time employees shall not be scheduled for work in more than five (5) days in any work week and no part-time employee shall work less than twelve (12) hours (except when he or she is unavailable for twelve [12] hours or when called in at the end of the week as a replacement and twelve [12] hours' work is not available), nor more than thirty (30) hours per week. In the event that a part-time worker works less than twelve (12) hours (except when he or she is unavailable for twelve [12] hours or when called in at the end of the week as a replacement and twelve [12] hours' work is not available), such employee will be paid for twelve (12) hours. In the event that a part-time employee works more than thirty (30) hours, he will be paid

for a forty (40) hour week except when scheduled hours are replaced because of illness or injury, the part-time employee will only be paid for the actual number of hours worked and under such circumstances the job steward will be advised. However, where a forty (40) hour schedule is available after the beginning of the work week because of sickness or absence, hours may be added to a part-time employee's schedule up to forty (40) hours foregoing the premium provided in Schedule "A," paragraph D, for nights worked over two (2). Where such additional hours are added, the store steward will be advised. It is understood that in such cases where an employee is scheduled for such additional hours and does not work all of such hours, he will be paid for the hours worked.

G. An employee who works forty (40) hours a week for four (4) consecutive weeks is to be considered a full-time employee, except where such employee works forty (40) hours due to sickness, leave-of-absence, vacation relief and similar reasons.

H. All work performed on Sundays and the following legal holidays, or days celebrated in lieu thereof, shall be compensated at the rate of double time; i.e. straight time plus straight time.

New Year's Day

Fourth of July

Thanksgiving Day

Memorial Day

Labor Day

Christmas Day

Veterans' Day (where observed)

I. Part-time employees who may be assigned to work will be guaranteed four (4) hours' wages. The Union agrees that the part-time minimum guaranty of four (4) hours does not apply to part-time employees in stores that close at 6:00 P. M. if the business representative of the Union is so informed in each case, and if the part-time employees referred to are attending school. Oldest part-time employees shall be given available hours in accordance with their individual ability to perform the work involved in those available hours, but no part-time employee shall be scheduled for more than thirty (30) hours in a work week.

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J. The daily hours of work shall be consecutive for both male and female employees, except for a one hour lunch period. In case of emergency, if an employee is required to work three (3) hours beyond his regular eight (8) hour day, he shall be given a twenty (20) minute paid lunch period. Employees engaged in night stocking shall be given thirty (30) minutes without pay for lunch. If a female employee is required to work two (2) hours beyond her regular eight (8) hour day, she shall be given a twenty (20) minute paid lunch period.

K. A period of three (3) hours must occur between the end of an employee's part-time work schedule and the start of such employee's part-time replacement.

L. The Employer and the Union agree that a proven violation of established time clock

rules, including working before punching in or after punching out may subject such an employee to disciplinary action up to and including discharge.

ARTICLE XII

Rest Periods

All full-time employees are entitled to a fifteen (15) minute rest period, both in the morning and in the afternoon. Part-time employees shall be permitted rest periods on the basis of fifteen (15) minutes for each four (4) hours of work scheduled. In stores where time clocks are available, employees must punch out and in on rest periods.

ARTICLE XIII

Funeral Leave

If a member of an employee's immediate family shall die, said employee shall be allowed a maximum of three (3) days' leave-of-absence with pay, but in no case will he receive more pay than the normal work week. The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandfather, grandmother, or any relative residing with him. In case of a death in the immediate family of a part-time employee who is scheduled for work on the day of the funeral, he shall be paid for the hours scheduled on the day of the funeral.

ARTICLE XIV

Transportation

In the event of a temporary transfer at the Company's request, the employee will be reimbursed for mileage expense for such transfer on the basis of commercial travel conveyances or on the basis of eight (8¢) cents per mile if it is necessary for the employee to travel by private automobile because public conveyance is not available.

ARTICLE XV

Holidays

A. The following days, or days celebrated in lieu thereof shall be considered legal holidays:

New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Veterans' Day
Christmas Day	

If the store is closed on Veterans' Day, the holiday will be celebrated on the day the store is closed. If the store is open for business on Veterans' Day, the employee will work such day, if scheduled, and have another day off in such week. In such case where the store is open, full-time employees who qualify for holiday pay shall receive eight (8) hours' straight time pay in addition to pay for the hours worked. However, if a veteran desires Veterans' Day as his holiday to participate in Veterans' Day activity, the Employer will schedule him off that day.

B. During a week in which one of the above holidays occur, full-time employees, including Union members temporarily holding a non-Union position, who work the scheduled work day before and the scheduled work day after the holiday shall receive eight (8) hours' pay in addition to the hours worked. Any full-time employee who works a part of the week and is absent due to proven illness, or any emergency beyond his control, will also receive holiday pay. Any full-time employee on vacation during a holiday week will receive the holiday pay. Overtime at the rate of time and one-half (1½) will not be paid in holiday weeks until the time actually worked exceeds the normal work week. Full-time employees will normally work their full work week and receive the holiday pay in addition thereto. Part-time employees who work any part of a holiday week, shall be paid a pro-rata allowance for the holiday based on the average number of hours worked in the four (4) weeks immediately preceding the holiday week.

Effective January 1, 1965, in addition to the holidays named above, a personal holiday shall be granted to full-time employees who have one (1) year of continuous service subject to the same conditions set forth for the other holidays, except that the holiday shall be granted during the period from January 1 through April 30 at the discretion of the Employer and full-time employees shall work thirty-two (32) hours in such week and be paid for forty (40) hours.

ARTICLE XVI

Vacations

Regular full-time employees shall be granted vacations with pay on anniversary of continuous employment as follows:

1 year	-----	1 week
3 years	-----	2 weeks
8 years	-----	3 weeks
20 years	-----	4 weeks

Effective January 1, 1964, four (4) weeks' vacation after eighteen (18) years.

B. The time of vacation shall be fixed by the Company at any mutually convenient time during the calendar year. Vacations are to be scheduled by March 1st each year. No employee shall be compelled to take a vacation prior to April 1st of any year. Employees must make known their vacation preference by February 20th each year. Failure to do so will result in loss of all rights as to selecting of vacation date. In the event of conflict in requests of employees for vacation time off, preference shall be given in order of seniority.

C. Arrangements must be made to permit employees to enjoy earned vacation between the actual employment anniversary date and the end of the calendar year in which it occurs. Where necessary, vacations due in the months of November and December may be carried over to January of the following year.

D. After an employee has qualified for his first one (1) week of vacation, he automatically qualifies for future one week vacations as of January 1st of each year.

E. After an employee has qualified for two (2) weeks' vacation, he automatically qualifies for future two (2) week vacations as of January 1st of each year.

F. After an employee has qualified for three (3) weeks' vacation he automatically qualifies for future three (3) week vacations as of January 1st of each year.

G. After an employee has qualified for four (4) weeks' vacation, he automatically qualifies for future four (4) week vacations as of January 1st of each year.

H. If an employee qualifies for vacation on January 1st and is due to complete service necessary for additional vacation time later in the year, he may take the time earned on January 1st early or wait and take all vacation time together.

I. If an employee who has not taken the vacation earned by his service, leaves the employ of the Company (regardless of whether or not he gives notice) or is separated for any reason other than dishonesty, he will receive his vacation pay at the time of leaving.

J. Leaves totaling less than ninety (90) days in any calendar year shall not affect vacation rights. Any type of leave, excluding leaves-of-absence for military service (See Schedule C), totaling more than ninety (90) days in a calendar year shall have the following effect upon vacation allowance the following calendar year:

Leave of ninety-one (91) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by 25%.

Leave of one hundred eighty-one (181) days but not over two hundred seventy (270) days shall reduce vacation and vacation pay by 50%.

Leave of two hundred seventy-one (271) days, or more shall disqualify for vacation and vacation pay.

K. Part-time employees who have worked a minimum of five hundred twenty (520) hours in the fifty-two (52) weeks preceding their anniversary date shall be paid a vacation allowance on anniversary of employment, the amount of which shall be determined by dividing by fifty-two (52) the total of hours worked in the year preceding the anniversary date. Vacation pay for part-time employees shall be based on length of service, the same as for full-time employees. Actual time off, if requested, may be taken at a mutually convenient time during the current calendar year. Part-time employees will not be required to take vacation time off unless they so desire.

ARTICLE XVII

Laundry

The Company agrees to furnish, without charge, all coats, aprons and equipment necessary during hours of employment, including gloves, raincoats, rain hats, and appropriate rubber footwear.

ARTICLE XVIII

Apprentices

Each meat department may employ at least one (1) Apprentice and in addition, another Apprentice may be employed for each three (3) Journeymen employed in the department. A Head Meat Cutter is considered a Journeyman for the purpose of this Article. Female Meat Clerks are not considered Apprentices for the purpose of this Article.

ARTICLE XIX

Job Security and Seniority

The Company and the Union mutually agree that it is their intent and purpose to maintain the status of the present full-time employees and to effectuate this policy the following shall be done:

A. In the event it becomes necessary to change the status of a full-time employee, either by lay-off or reduction to part-time status, the Employer and the Union shall immediately explore the possibilities for maintaining the full-time status of the employee by relocation where full-time work is available elsewhere within the seniority area.

If, after exploration at the above level, the matter is not resolved, the Company and the Union shall explore the possibilities for maintaining the individual's full-time status by relocation in the master seniority area and their Division area.

The Union and the Company recognize the need for part-time employees and mu-

tually 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 whose available hours are beyond the Company's control.

Seniority shall be on a geographical area and master area basis. The geographical areas shall be the area previously agreed upon by the Employer and the Union or such changed areas as shall be mutually agreed upon by the Employer and the Union. Areas may be reviewed each six (6) months by the Employer and the Union.

In case of a reduction or lay-off of a full-time employee, said employee may replace the least senior full-time employee in the same classification or in any lower job classification within the employee's store, or the least senior full-time employee in the same or a lower job classification in the area, in the master area, or in the Division, providing the employee has the experience, ability and physical qualifications to fill the job.

Employees transferred from one area to another area, at the employee's request, shall work for six (6) months in the new area before regaining full seniority rights in the new area, but will retain seniority for six (6) months in the employee's prior area. However, where such transfer is not

requested by the employee, he will retain full seniority rights in the new area immediately.

The Employer shall maintain seniority lists by areas and furnish the Union copies of such lists each six (6) months if requested.

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B. 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 for full-time employees to a higher paid classification shall be on an area basis according to their full-time starting date. Department Heads in new stores are to be selected on an over-all basis by seniority within the contract coverage. The areas are as previously agreed upon by the Company and the Union (See Schedule "B" attached). 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, said 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.

- 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 (12) months shall be automatically terminated at the end of that period. If an employee is called back to work after a layoff and does not report within one (1) week, seniority shall be broken. Employees laid off and subsequently recalled from layoff within twelve (12) 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 (1) week in advance of all promotions, demotions, reductions, permanent layoffs 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. Where a Union member accepts a promotion or transfer outside of the bargaining unit, he shall upon written request to the Union by him or the Employer, be granted a leave-of-absence from the bargaining unit not to exceed six (6) months except by mutual agreement between the Company and the Union, during which period he may return to the bargaining unit in his former classification without loss of seniority.

J. For the purpose of seniority, former Star Market employees, who were employed when Loblaw, Inc. acquired Star Markets,

shall have original seniority only among themselves. If a former Star Market employee is transferred into a so-called "Lob-law" store, his seniority date, for layoff and promotion only, shall be August 10, 1959. The former Star Markets will comprise a separate seniority unit.

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ARTICLE XX

Leaves-of-Absence — Full Time Employees Only

A. A full-time employee may, upon written application, be granted a leave-of-absence without pay, not to exceed ninety (90) days but such leave shall not be permitted for the purpose of trying out another job. A full-time female employee, shall upon written application supported by a physician's statement certifying that the employee is pregnant and the anticipated birth date, be granted a leave-of-absence, without pay, to a definite date ninety (90) days beyond the anticipated birth date, but the same employee will not be granted more than one pregnancy leave-of-absence. Female employees shall not work beyond the end of the fifth month of pregnancy subject to approved medical recommendation.

B. An employee shall be granted a leave-of-absence for the necessary time off without pay for military training in the organized reserves or National Guard.

C. Any member of the Union who is elected to a permanent office or who must take a temporary leave-of-absence because of being appointed a delegate of any Union ac-

tivity, shall be granted a leave-of-absence and shall accumulate and retain his seniority on the job for which he was employed at such time of leave.

ARTICLE XXI

No Strike — No Lockout

There shall be no strikes, lockouts, or stoppages of work of any kind pending the handling of differences or complaints in accordance with the Arbitration Procedure. The Union agrees that it will not refuse to cross a picket line until same has been duly sanctioned by the International President of the Amalgamated Meat Cutters and Butcher Workmen of North America—Chicago, Illinois, and until the Company has been officially notified by the Union.

ARTICLE XXII

Grievances and Arbitration

A. The Union shall have the right to designate a job steward and an alternate when necessary, to handle such Union business as may from time to time be delegated to them by the Union Executive Board and to handle disputes and complaints that arise over the interpretation or application of the rules as specified in this Agreement. Any dispute over the interpretation or application of the terms of this Agreement 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 District 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 it with the Division Superintendent.
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 it with a Labor Relations Officer of the Company.
5. In the event that this meeting fails to settle satisfactorily the complaint, it shall be referred to the Board of Arbitration.

B. Any dispute over the interpretation of or application of the terms of this Agreement arising between the parties shall be submitted to the Board of Arbitration in the event satisfactory adjustment cannot be made between the parties, with the understanding that such disputes, grievances and controversies must be brought to the attention of the party concerned in writing within thirty (30) days after the incident occurs, if the incident is to be considered cause for grievance. This time limit, however, shall not apply in cases of incorrect application of wage schedules. Arbitration as in this Agreement contemplated shall be by an Arbitration Board consisting of one repre-

representative of the Company and one representative of the Union. The Board is to be selected within two (2) days after representatives of the Union and the Company fail to reach a decision acceptable to both parties on the question involved. Should the Arbitration Board fail to agree, the two members shall request the Director of the Federal Mediation and Conciliation Service to furnish a panel of Arbitrators from which the third member of the Board shall be chosen. The third member of the Board shall be the one who represents neither the Union nor the Company and shall be the Chairman and presiding officer of the Board. The Board shall convene within ten (10) days following its formation and shall, upon notice to both parties, hear the evidence relating to the controversy. Neither party shall consume more than two (2) days in presenting its evidence. The Arbitrators shall have no authority to add to, subtract from, change or modify any provision of this Agreement, but shall interpret the existing provisions of this Agreement and apply them to the specific facts of the grievances, controversies or disputes. Before submitting a difference to the three (3) man Arbitration Board, the parties shall set forth in writing the specific issues to be arbitrated, and the Board shall confine its award to such submission Agreement. The majority decision of the Board shall be binding upon the Union and the Company and it shall be submitted in writing within ten (10) days after the conclusion of the Hearing, unless the time be

extended by mutual agreement of the Company and the Union. There shall be no work interruption of any kind, pending the decision of the Board of Arbitration. The expense of the third member of the Board shall be shared equally by the parties hereto.

C. The Employer may at any time discharge any worker for proper cause. The Union, if it wishes to contest the discharge, shall file a written complaint with the Employer not later than ten (10) calendar days after the discharge, asserting that the discharge was improper. Such complaint must be taken up within two (2) weeks for adjustment, and if the Union and the Employer fail to agree within forty-eight (48) hours, it shall be referred within twenty-four (24) hours to the Board of Arbitration. Should the Board of Arbitration determine that it was an unfair discharge, the Employer shall reinstate the employee in accordance with the findings of the Board. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

D. Any employee who enters into a business competing with the Employer will be subject to discharge.

E. In the event of a grievance arising out of a layoff or reduction of hours, the Employer will have no liability until the grievance is filed.

F. At any step in the grievance procedure, the Executive Board of the Local Union shall have the final authority in respect to any aggrieved employee covered by this

Agreement, to decline to process a grievance, complaint, difficulty, or dispute further, if in the judgment of the Executive Board such grievance lacks merit or lacks justification or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

ARTICLE XXIII

Health and Welfare

A. The Company will continue to provide group hospitalization and surgical benefits as shown below covering regular full-time employees and their eligible dependents effective on the first of the month following the completion of twelve (12) weeks regular full-time employment:

1. Blue Cross Hospitalization Insurance with the Hospital Service Association of Western Pennsylvania on the 120 day semi-private Plan.
2. Blue Shield Medical — Surgical Plan "B."

The entire cost of these benefits, plus the present company group life insurance coverage, will continue to be paid by the Company.

B. An employee who is laid off and is covered by Blue Cross and Blue Shield shall continue to be covered for a period of three (3) months from date of layoff.

C. In the event of absence because of illness or injury, full-time employees shall be paid in accordance with the following schedule for necessary time off:

**Continuous
Service**

**Working Days
Per Calendar Year**

Less than 3 months	None
3 months to 1 year	2 full days—10 half days
1 to 2 years	7 full days—15 half days
2 to 5 years	12 full days—25 half days
5 to 10 years	22 full days—35 half days
Over 10 years	32 full days—45 half days

Lost time allowances shall be counted from the first day for industrial accidents and from the fourth day in other cases. Employees may be required to furnish a Doctor's certificate stating that the absence was necessary because of illness or injury. Where Workmen's Compensation is involved, the Company shall pay the difference between the amount received as Workmen's Compensation and the amount called for by the above schedule. Lost time allowance shall not be cumulative from year to year.

D. Full-time employees who are covered by Blue Cross, Blue Shield, Life Insurance and Sick Leave, as provided above, and who are reduced to part-time employment at the request of the Company, shall maintain the above benefits for a period not to exceed one (1) year. Allowance for sick leave benefits, however, shall be pro-rated, based on the employee's average hours worked in the four (4) weeks immediately preceding the date the illness or injury occurred.

Full-time employees reduced to part-time employment at the request of the Company

shall, for a period not to exceed one year, be covered by the provisions of Article XX—LEAVES-OF-ABSENCE. The provisions of this paragraph do not apply to employees who are reduced to part-time at their own request.

E. Part-time employees who worked 1,040 or more hours within the contract year ended December 1, 1963, shall be covered March 1, 1964, by Blue Cross 120 day Semi-Private Plan and Blue Shield Medical-Surgical Plan "B." This coverage applies to the employee only—not dependents of the employee.

At the end of each contract year part-time hours will be re-evaluated to determine who shall or shall not be covered by Blue Cross and Blue Shield effective the following March 1st.

F. An employee who is a member of the Loblaw Retirement Plan shall remain a member of the Plan so long as such employee continues to be an employee of the Company, except as provided under the provisions of Section 1 (6) of the Retirement Plan.

ARTICLE XXIV

Jury Duty

A full-time employee when serving as a juror shall be paid the difference between the amount he receives as a juror and his normal week's pay provided he makes himself available for work within his regular work schedule when not occupied with jury duty.

ARTICLE XXV

Salesmen

Salesmen for outside companies shall not be permitted to do work in the store normally done by store employees, except when opening a new or remodeled store.

ARTICLE XXVI

Legislation

In the event that legislation is passed by the Federal or State governments which voids provisions of this Agreement, such provisions shall be considered void by both parties.

ARTICLE XXVII

Safety

- A. No poultry is to be cut on a power saw.
- B. Where machines such as meat grinders, saws and cubing machines are equipped with guards for the protection of the employee, such guards must be used.
- C. Establish a Company and Union Safety Committee (normally the Union Steward and the Store Manager or his representative) to enforce safety rules.

ARTICLE XXVIII

Referral Clause

- A. When the Employer needs additional employees, he shall notify the Union. The Union agrees to refer to the Employer any available workers of proven qualification

who shall identify themselves by presenting Union work cards. The Employer shall not be required to hire those referred by the Union.

B. Selection of applicants for referral to jobs by the Union shall be on a non-discriminatory basis and shall not be based on, or affected by, Union membership, policies or requirements. Nothing contained herein shall deny the Union the right to select any applicants for referral on the basis of experience in the industry, qualification or skill.

C. Where employees are hired from other sources the Employer shall notify the Union.

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D. The Employer and the Union agree that in hiring employees, the Employer will not discriminate against any applicant for employment because of race, creed, color or national origin.

ARTICLE XXIX

Termination

A. This Agreement shall be in full force and effect from December 1, 1963, to 12:01 A. M. December 5, 1965, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to change or modify this Agreement is served by either party upon the other sixty (60) days prior to the annual date of expiration. Within ten (10) days of receipt of such notice, the parties shall meet in conference for the consideration of such changes or modifications.

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

C. IN WITNESS WHEREOF, the parties have caused duplicate copies hereof to be executed by their duly authorized officers this 14th day of January, 1964.

FOR THE COMPANY:

By JOSEPH QUIRK

Vice President—Labor Relations

FOR THE UNION:

By JOSEPH H. SABEL

By JOHN F. HORMELL

By ANTHONY J. LUTTY

SCHEDULE "A" — WAGES

A. Effective December 1, 1963, the hourly rates of employees on the payroll November 30, 1963, shall be increased ten (.10) cents per hour and effective November 30, 1964, the hourly rates of employees on the payroll November 29, 1964, shall be increased five (.05) cents per hour, and effective May 31, 1965, the hourly rates of employees on the payroll May 30, 1965, shall be increased five (.05) cents per hour, except in cases where rates are based on volume of sales, in which case the volume of sales shall determine the rate to be paid.

The following minimum rates shall be paid during the term of this Contract:

Head Clerk

Average Weekly Sales	Effective 12-1-63		Effective 11-30-64		Effective 5-31-65	
	Per Hr.	Per Wk.	Per Hr.	Per Wk.	Per Hr.	Per Wk.
\$ 6,500. - \$12,000.	\$2.903	\$116.12	\$2.953	\$118.12	\$3.003	\$120.12
12,000. - 18,500.	3.128	125.12	3.178	127.12	3.228	129.12
18,500. - 25,000.	3.278	131.12	3.328	133.12	3.378	135.12
Over 25,000.	3.378	135.12	3.428	137.12	3.478	139.12

Head Clerk (Grocery and Produce) rates based on sales shall be determined by the average sales during the fifty-two (52) weeks preceding the contract effective date. In new or remodeled stores rates based on sales shall be determined by the average weekly volume in the first twelve (12) weeks following opening week. There shall be two (2) Head Clerks in stores with total weekly sales exceeding \$12,000 per week.

A male Grocery Clerk known as a "Third Man" shall receive five (\$5.00) dollars per week over his regular rate of pay in a store when he carries store keys for purposes of locking up at night or opening the store in the morning in the absence of the regular manager or a Head Clerk. Whether or not a "Third Man" is used shall be at the discretion of the Company.

Male Clerk	Effective 12-1-63		Effective 11-30-64		Effective 5-31-65	
	Per Hr.	Per Wk.	Per Hr.	Per Wk.	Per Hr.	Per Wk.
1st year	\$2.478	\$ 99.12	\$2.528	\$101.12	\$2.578	\$103.12
2nd Year	2.578	103.12	2.628	105.12	2.678	107.12
3rd Year	2.628	105.12	2.678	107.12	2.728	109.12
Thereafter	2.715	108.60	2.765	110.60	2.815	112.60

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	Effective 12-1-63		Effective 11-30-64		Effective 5-31-65	
	Per Hr.	Per Wk.	Per Hr.	Per Wk.	Per Hr.	Per Wk.
Female Clerk						
1st Year	\$2.270	\$ 90.80	\$2.320	\$ 92.80	\$2.370	\$ 94.80
2nd Year	2.383	95.32	2.433	97.32	2.483	99.32
3rd Year	2.433	97.32	2.483	99.32	2.533	101.32
Thereafter	2.533	101.32	2.583	103.32	2.633	105.32

Head Cashier

Average Weekly Sales

\$15,000. - \$25,000.	\$2.750	\$110.00	\$2.800	\$112.00	\$2.850	\$114.00
25,000. and over	2.900	116.00	2.950	118.00	3.000	120.00

Head Meat Cutter

Average Weekly Meat Sales

\$ 3,000. or less	\$3.453	\$138.12	\$3.503	\$140.12	\$3.553	\$142.12
3,001. - \$ 5,000.	3.653	146.12	3.703	148.12	3.753	150.12
5,001. - 8,000.	3.740	149.60	3.790	151.60	3.840	153.60
8,001. - 12,000.	3.815	152.60	3.865	154.60	3.915	156.60
12,001. - 15,000.	3.878	155.00	3.928	157.12	3.978	159.12
15,001. and over	3.953	158.12	4.003	160.12	4.053	162.12

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For Head Meat Cutters designated as such on or after November 30, 1964, the following shall apply:

	Effective 12-1-63		Effective 11-30-64		Effective 5-31-65	
	Per Hr.	Per Wk.	Per Hr.	Per Wk.	Per Hr.	Per Wk.
\$ 3,300. or less	\$3.453	\$138.12	\$3.503	\$140.12	\$3.553	\$142.12
3,301. - \$ 5,400.	3.653	146.12	3.703	148.12	3.753	150.12
5,401. - 8,600.	3.740	149.60	3.790	151.60	3.840	153.60
8,601. - 12,700.	3.815	152.60	3.865	154.60	3.915	156.60
12,701. - 16,750.	3.878	155.00	3.928	157.12	3.978	159.12
16,751. and over	3.953	158.12	4.003	160.12	4.053	162.12

Head Meat Cutter rates shall be based on the average weekly meat sales for the fifty-two (52) weeks preceding the Contract effective date.

Head Cutters in new stores or remodeled stores shall be paid on the basis of the average sales of the first twelve (12) weeks following opening or remodeling.

The First Cutter will be paid five (\$5.00) dollars extra pay per week when he acts as Head Cutter in the absence of the regular Head Cutter.

	Effective 12-1-63		Effective 11-30-64		Effective 5-31-65	
	Per Hr.	Per Wk.	Per Hr.	Per Wk.	Per Hr.	Per Wk.
Back Room Cutter	\$3.190	\$127.60	\$3.240	\$129.60	\$3.290	\$131.60
Part-Time Cutter	3.190		3.240		3.290	
Apprentice Meat Cutter						
1st 6 Months	\$2.440	\$ 97.60	\$2.490	\$ 99.60	\$2.540	\$101.60
2nd 6 Months	2.565	102.40	2.615	104.60	2.665	106.60
3rd 6 Months	2.628	105.12	2.678	107.12	2.728	109.12
4th 6 Months	2.753	110.12	2.803	112.12	2.853	114.12
Thereafter	FULL RATE IF QUALIFIED					

Part-Time Clerks (Rate per Hour)

	Male	Female	Male	Female	Male	Female
1st 6 Months	\$2.290	\$2.240	\$2.340	\$2.290	\$2.390	\$2.340
2nd 6 Months	2.340	2.290	2.390	2.340	2.440	2.390
Thereafter	2.440	2.340	2.490	2.390	2.540	2.440

After 2,080 hours of employment, part-time clerks will be paid the second year full-time hourly rate.

After 4,160 hours of employment, part-time clerks will be paid the third year full-time hourly rate.

After 6,240 hours of employment, part-time clerks will be paid the "thereafter" full-time hourly rate.

Male part-time employees hired after December 9, 1963, shall be paid the following rates for the life of this Agreement:

1st 6 months	\$1.65
2nd 6 months	1.85
3rd 6 months	2.05
4th 6 months	2.19
5th 6 months	2.24
Thereafter	2.34

B. A premium of twelve and one-half ($12\frac{1}{2}\text{¢}$) cents per hour will be paid for hours worked as operator of semi-automatic wrapping machines in the Meat Department. The wrapping machine premium shall not apply in meat departments when operated by all male meat employees. For the purpose of this clause, a male employee shall mean a head meat cutter, first cutter, journeyman and back room cutter or apprentice.

C. When an employee is regularly assigned to night stocking, he will receive twenty (20¢) cents per hour differential for all hours worked after the store is closed. He will not be subject to the night premium pay as outlined in Schedule "A," Paragraph D.

D. Any full-time employee who works more than two (2) nights in any one week past 6:15 P. M. shall be paid overtime at the rate of one and one-half (1½) times his regular straight time hourly rate for all hours worked past 6:15 P. M. on nights other than the first two (2) nights so worked. This paragraph does not apply to night stockers.

E. Full-time employees reduced by the Company to part-time status will retain the hourly rate which they were receiving as full-time employees for such period of time as they remain part-time. It is not mandatory for the Company to reduce an employee from full-time to part-time at the request of the employee. However, if such a request is granted, the employee shall continue to be paid the full-time rate. If the Company refuses to reduce an employee to part-time and, as a result, the employee terminates and at a future date accepts part-time work, the rate of pay shall be the starting rate of part-time employees.

F. An employee acting as relief for, and filling the job of head meat cutter, first cutter, or head clerk during a sick leave, vacation or leave-of-

absence shall receive the minimum rate for the job, provided such relief is for a period of more than three (3) days. It shall be mandatory to fill these vacancies whenever a qualified employee is available.

G. In markets employing four (4) or more male meat employees, a male meat employee (Head Meat Cutter, Meat Cutter, Apprentice) shall be on duty at all times that the store is open for business. In other markets, a meat department employee (male or female) shall be on duty at all times that the store is open for business except during lunch periods.

H. It is agreed that to simplify the process of granting increases based on length of service, all such increases which become due in any calendar month shall be made effective as of the first day of the week in which the 15th of the month occurs.

I. Time lost due to layoff, illness or other absence in the first year of employment in excess of a total of ninety (90) days shall not be counted in determining length of service wage rates.

J. Female Meat Clerks shall take meat or fish, cut by a Meat Cutter, weigh it, insert price tag, place in trays or locker boards and enclose all in a cellophane wrapper, which will be sealed by her. She shall place this meat or fish in a self-service case and rotate same in the case.

She shall use a slicing machine for luncheon meats and cheese, or a knife to cut liverwurst, cheese 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 Meat Cutters or Apprentice Meat Cutters, including cleaning of cases, work tables or any other housecleaning chores required in the Meat Department.

42 K. All fresh and frozen meats, poultry, fish, rabbits, sausage and smoked meats customarily and normally handled and prepared on or off store premises and offered for sale in the store, shall be continued to be serviced by members of the bargaining unit in those stores where the Meat Department only is covered by Local No. 590.

L. The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements. The Employer agrees to notify the Union in advance.

SCHEDULE "B"

SENIORITY AREAS ARE AS FOLLOWS:

AREA No. 1

Steubenville
Weirton
East Liverpool
(Dresden)
East Liverpool
(Bradshaw)

AREA No. 2

Clairton Blvd.
Washington
Donaldson Cross-
roads
McKees Rocks
Curry Road
Vanadium
Ft. Couch Road
Brownsville Road
Library Road
1602 Cochran Road

AREA No. 3

Brushton Avenue
Shakespeare Street
Browns Hill Road
12224 Frankstown
East Hills Shopping
Center
McKeesport
Port Vue
40th & Butler
Streets
Duquesne Village
Eastland Shopping
Center

AREA No. 4

Aliquippa
Pines Plaza
McKnight Road
Ambridge
New Brighton
Monaca
Beaver Falls
Butler

Continued on Page 44

SCHEDULE "B"

Continued from Page 43

AREA No. 5

Indiana
Kittanning
Greensburg
New Kensington
Springdale

AREA No. 6

Brownsville, Pa.
Uniontown
Connellsville
Charleroi

AREA No. 7

Baden
Center Avenue
711 Cochran Road
Highland Avenue
Monroeville
Bridgeville
New Kensington
(9th & Barnes)
Greensburg Pike
Etna

Master areas shall be composed of areas 1 and 4, 2 and 3, 5 and 6, and area 7 shall have seniority rights for "bumping" privileges in all of the areas with a seniority date of August 10, 1959.

SCHEDULE "C"

VACATIONS — MILITARY SERVICE

- (1) Full-time employees who have not had a vacation in the calendar year in which they leave to enter military service shall receive the vacation allowance to which they are entitled at the time of induction, based on anniversary date or January 1st, whichever is applicable.
- (2) Full-time employees who return from military service prior to October 1st of any year shall receive the full vacation allowance to which their length of service, including time in the military entitles them that calendar year in accordance with paragraphs A, D, E, F and G of Article XVI—Vacations. Employees who return from military service after October 1st of any year shall not qualify for any vacation allowance that calendar year.
- (3) On January 1st next following the return of a full-time employee from military service, the employee shall automatically qualify for future vacations as provided in paragraphs D, E, F and G of Article XVI—Vacations, based on last date of full-time employment prior to entering military service.

*Support Union
Food Markets*

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

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