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2-28-1966

National Tea Co. and National Warehouse Division of Teamsters Local

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National Tea Co. and National Warehouse Division of Teamsters Local

Location

New Orleans, LA

Effective Date

2-28-1966

Expiration Date

6-4-1967

Employer

National Food Stores, Inc.

Union

General Drivers, Warehousemen and Helpers

Union Local

270

NAICS

44

Sector

P

Item ID

6178-010b039f033_19

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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A D D E N D U M

PARTIES AND PREAMBLE

This Addendum is entered into between NATIONAL FOOD STORES, INC., with respect to its warehousing operations located in New Orleans, Louisiana, hereinafter referred to as the "Company" and GENERAL DRIVERS, WAREHOUSEMEN AND HELPERS, LOCAL No. 270, hereinafter referred to as the "Union" on behalf of the Company's employees in the bargaining unit as hereinafter defined.

No amendment, qualification, change, interpretation or alteration shall be effective unless it is made in writing and signed by the parties who have executed this Agreement, or their successors.

WITNESSETH THAT:

Whereas, it is the intent and purpose of the parties hereto to provide an orderly and harmonious collective bargaining relationship between the Company and the Union, and to secure and promote the prompt disposition of grievances and the efficient operation of the Company's business, and

Whereas, the parties hereto desire to enter into contractual relations with regard to wages, hours of work and other terms and conditions of employment to be observed;

Now, therefore, in consideration of the covenants, agreements, undertakings, terms and conditions herein contained, it is mutually agreed between the parties hereto as follows:

ARTICLE I - SCOPE OF AGREEMENT - RECOGNITION AND BARGAINING UNIT

A. The Company recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours of work and other conditions of employment for the classifications of employees specified herein and employed at the Company's warehouse in New Orleans, Louisiana, but excluding supervisory, office and clerical and store employees.

B. Wherever the word "employee" or "employees" is used throughout this Agreement, it refers only to those individuals who are members of the bargaining unit as above defined, except wherein employees of another Employer are specified.

ARTICLE II - SENIORITY

A. The principle of Department seniority shall prevail for the purpose of lay-off, transfer by job classification from one shift to another, rehiring and promotions, except promotions to supervisory positions. Department seniority for those purposes is defined as length of continuous service with the Company since last date of hire, applied to the Department in which the employee is working. Seniority lists will be posted twice a year in each Department.

Deviations from strict seniority in lay-offs, transfers, promotions, or rehiring due to operational requirements of the Company and ability of employees to perform required work shall be discussed with the Union.

B. Any controversy regarding seniority or upgradings shall be subject to the grievance and arbitration procedure as outlined between the parties.

ARTICLE II - (Continued)

For purposes of seniority, the following departments are to be considered separately:

1. Transportation.
2. Warehousing (Grocery and Produce combined).
3. Maintenance.
4. Stationery Engineering.

C. Seniority shall be terminated for the following reasons:

1. Voluntary quit.
2. Discharge for cause.
3. Failure to return to work upon expiration of leave of absence.
4. Failure to return to work from lay-off on the day specified for return, provided the Company has given forty-eight (48) hours' notice to the employee.
5. Laid off for more than six (6) months.
6. Working for another Employer when on leave-of-absence.
7. Transfer to another Department or to a supervisory position.

D. In case of lay-off the Company shall give one (1) week's notice to the employee affected.

ARTICLE III - DISCHARGE

A. The Company has the right, without appeal from the Union, to discharge any employee for dishonesty, intoxication, use of intoxicating beverage or narcotics and/or engaging in physical combat on Company property.

B. The Company agrees to issue two (2) written reprimands to the employee (copy to Union) for absenteeism or tardiness. Recurrence of absenteeism or tardiness will permit the Company to discharge or otherwise reprimand the employee. A written reprimand as herein provided shall not remain in effect for a period of more than nine (9) months from date of such written reprimand.

ARTICLE IV - WORK WEEK, WORK DAY AND OVERTIME

A. All regular full-time employees shall be guaranteed a minimum of forty (40) hours' pay per week and eight (8) hours' pay per day. The weekly guarantee shall be completed between Monday and Friday or between Tuesday and Saturday with the understanding that when night shift employees are required to work on Sunday, that day shall be considered as the first day of the scheduled work week. Scheduled work days shall be consecutive days, except that the work days for ^{night}men on perishable operations need not necessarily be consecutive days. Preference shall be given senior men for their choice of the day or night shift.

It is understood that the requirement for consecutive days shall not apply during holiday weeks or the four (4) weeks per year in which inventory is taken.

Employees required to work on their days off shall receive a minimum guarantee of four (4) hours' work at time and one-half (1½) their straight-time hourly rate of pay.

Extra employees shall not be covered by the daily or weekly guarantee, but shall be paid a minimum of four (4) hours' pay for each day they report for work when requested.

ARTICLE IV - (Continued)

B. Time and one-half (1½) the employee's regular hourly rate shall be paid for all work in excess of forty (40) hours per week. Effective May 1, 1966, employees shall receive time and one-half (1½) the regular hourly rate for all hours worked in excess of eight (8) on any one (1) day.

C. Two (2) times the employee's regular straight-time hourly rate of pay shall be paid for all work performed on the seventh consecutive day worked in the work week.

D. Overtime payments are not to be duplicated or pyramided and overtime will be paid on either a daily basis or weekly basis, whichever is greater, but not both.

E. Daily hours of work shall be consecutive hours, except that a lunch period of not to exceed one (1) hour is to be provided between the first three and one-half (3½) hours of work, but not later than the first five and one-half (5½) hours after the employee has reported to work. Employees required to work through their lunch period shall be paid time and one-half (1½) for such work.

F. The daily and weekly guarantee as contained in this Agreement shall be void in the event of any strike or picket line, pay-off, fire, flood or other Acts of God which may interrupt the normal course of the Employer's business.

It is understood that in the event of absence or tardiness, the daily and weekly guarantee shall be reduced by the number of hours an employee is absent or tardy.

ARTICLE V - JOB CLASSIFICATION AND WAGES

	<u>Effective</u> <u>2-28-66</u>	<u>Effective</u> <u>10-31-66</u>
A. <u>TRANSPORTATION DEPARTMENT</u>		
Truck Driver-Tractor-Trailer	\$2.53	\$2.58
B. <u>WAREHOUSING DEPARTMENT</u>		
Shipping Clerk	\$2.51	\$2.56
Receiving Clerk	2.51	2.56
Lift Truck Operator	2.51	2.56
Order Filler	2.41	2.46
Warehousemen (Loader, Unloader, Stock Piler, etc. (Comb. job)	2.36	2.41
C. <u>MAINTENANCE DEPARTMENT</u>		
Mechanic	\$2.53	\$2.58
Washer, Gasser & Greaser	2.36	2.41
D. <u>STATIONERY ENGINEERING DEPT.</u>		
Shift Engineer	\$ 2.72	\$2.77

E. Bonuses, sales commission, awards or prizes given by the Company shall not be construed as part of wages and may be initiated or discontinued at the option of the Company.

ARTICLE V - (Continued)

F. An additional five cents (5¢) per hour premium shall be paid to employees whose shift starts between 4:00 P.M. until 4:00 A.M. and shall be considered as part of the regular rate of pay for overtime purposes.

G. New employees during the first thirty (30) days of employment shall receive fifteen cents (15¢) less than the regular hourly rate listed above applicable to their classification of work.

ARTICLE VI - WORK ASSIGNMENTS - TRANSFERS

It is mutually agreed that if regular employees of a Department are not available for work, employees may be temporarily transferred from one Department to another for a period of not to exceed thirty (30) days, and shall receive the hourly rate of pay applicable to the job from which transferred. After thirty (30) days the transfer becomes permanent and the employee is to receive hourly rate of job to which transferred.

An employee permanently transferred by the Company to a lower paid job shall receive the hourly rate of the job from which transferred for a period of two (2) weeks; thereafter, he shall receive the hourly rate of the job to which transferred.

An employee transferred at his own request to a lower paid job shall receive the hourly rate of the job to which transferred as of the effective date of the transfer.

An employee performing more than one classification of work during the work day shall be paid as follows:

1. If more than one-half ($\frac{1}{2}$) of the day's work is performed in a higher paid job, the higher hourly rate shall be paid for all hours worked that day.
2. If half ($\frac{1}{2}$) or less than half ($\frac{1}{2}$) the day's work is performed in a higher paid job, the higher hourly rate shall only be paid for hours worked on the higher paid job.

ARTICLE VII - VACATIONS

A. The Employer agrees that each regular full-time employee of the Company shall be entitled to paid vacation based on his anniversary date of employment as follows:

One (1) year of service - one (1) week's vacation (forty (40) hours' pay; three (3) years of service - two (2) weeks' vacation (eighty (80) hours' pay; ten (10) years of service - three (3) weeks' vacation (one hundred twenty (120) hours' pay; Service is defined for vacation eligibility as continuous employment with the Employer starting as of February 1, 1954.

Not more than ten (10%) percent of the eligible employees shall take their vacation in any one week; said vacation period must be selected on seniority basis during the month of January of each year as follows:

The Company will on January first of each year prepare in seniority order a list of employees showing their anniversary date of employment. Vacations shall not be granted on a split basis during the week. The Company shall specify the vacation period.

ARTICLE VII - (Continued)

B. A week's paid vacation is defined as forty (40) hours' pay at each employee's rate of pay based on his job classification at time of vacation, but not including overtime or any other premium.

C. The Employer shall secure all the monies earned plus vacation pay by each employee on the last day of his work week, less the regular hold back pay, and turn same over to each employee before going on their vacation. When a holiday occurs during the vacation period of any employee, such employee shall be granted an additional day of vacation with pay to compensate for the said holiday or an additional day's pay in lieu thereof, at the discretion of the Employer.

ARTICLE VIII - HOLIDAYS

The following days shall be considered as legal holidays for which regular full-time employees shall receive eight (8) hours' pay, except as otherwise provided herein:

New Year's Day	Labor Day
Mardi Gras Day	Thanksgiving Day
Fourth of July	Christmas

During a week when one of the above named holidays occur, the weekly guarantee shall be thirty-two (32) hours plus eight (8) hours unworked holiday pay. Time and one-half (1½) will be paid after thirty-two (32) hours of work.

Only a regular full-time employee shall be eligible for unworked holiday pay, provided:

1. He has been in the employ of the Company at least thirty (30) calendar days as of the day previous to the holiday, and
2. He works his scheduled day of work before and after the holiday, except as absence on these days is specifically excused by the Company.

An employee injured on the job shall receive holiday pay for all holidays occurring within the four (4) months following the date upon which injury occurred. An employee on leave-of-absence or absent for any reason other than injury on the job shall not receive holiday pay.

Pay for an unworked holiday shall not exceed eight (8) hours at the employee's straight-time hourly wage rate.

Work by night shift employees which begins on any holiday is not to be considered as work on a holiday. No work shall be performed on Labor Day, except by mutual agreement between the Company and the Union.

For work on any of the holidays specified herein, regular employees shall be paid time and one-half (1½) plus eight (8) hours' holiday pay and guaranteed a minimum of five (5) hours of work.

ARTICLE IX - LEAVES-OF-ABSENCE - REPORTING ABSENCE

1. Leave-of-Absence

- (a) An employee desiring a leave-of-absence from the job shall secure written permission from the Company and the Union. Failure to comply with this provision shall result in the complete loss of seniority.

ARTICLE IX - (Continued)

1. (a) Continued

An approved leave-of-absence (or leaves-of-absence) shall not exceed thirty (30) consecutive (or accumulated calendar days in any one (1) year of employment, except that a leave-of-absence of consecutive days may be extended for one (1) additional period of thirty (30) days.

- (b) The Employer agrees to grant leave-of-absence without pay and without discrimination or loss of seniority rights to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided seventy two (72) hours written notice is given the Company by the Union and further provided the leave-of-absence does not exceed thirty (30) days in any one (1) year of employment.
- (c) For any absence of more than seven (7) working days the employee shall apply for a leave-of-absence.

Leaves-of-absence beyond the time specified herein are not to be granted except in case of extreme necessity or emergency. Such individual cases will be discussed between the Company and the Union.

2. Reporting Absence

In all cases and for any reason where an employee is unable to report for work at his regular starting time, he shall so inform his foreman or supervisor before his regular starting time. He must also inform his foreman or supervisor as to reason for absence or tardiness and when he will report to work. Failure to comply with this provision may subject employee to Article III, B. unless reason for failure to report is given the Company.

ARTICLE X - BULLETIN BOARDS

Bulletin boards may be used by the Union for posting notices and restricted to:

1. Notices of Union recreational and social affairs.
2. Notices of Union elections and results.
3. Notices of Union appointments.
4. Notices of Union meetings.

There shall be no other general distribution, or posting by employees or the Union, of pamphlets, advertising or political matter, notices, or any kind of literature upon Company property other than as herein provided. Warehouse Superintendent shall be contacted prior to posting notices.

ARTICLE XI - COMPANY RULES AND REGULATIONS

No truck driver shall allow anyone other than another employee assigned to duty on the truck to ride on such truck and/or trucking equipment, except upon written permission of the Superintendent of Warehousing and Transportation of the Company. Violation of this provision shall subject the violator to disciplinary action. Reasonable Company rules and regulations will be established and prepared by the Warehouse and Transportation Superintendent and posted. If the

ARTICLE XI - (Continued)

Union within fifteen (15) days shall raise objection to rules established, full recourse shall be available to the grievance procedure of the Agreement.

ARTICLE XII - HEALTH AND WELFARE

A. The Company shall contribute to the Fund known as the Central States, Southeast and Southwest Areas Health and Welfare Fund, the sum of three dollars and fifty cents (\$3.50) per week for each regular employee covered by this Agreement who has been on the payroll thirty (30) days or more. Contribution to the Health and Welfare Fund will not be made on employees who work either temporarily or in cases of emergency.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If the employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six months.

If an employee is granted a leave-of-absence, such employee shall pay the required contribution into the Health and Welfare Fund during the period of such absence or shall make suitable arrangements for the continuation of Health and Welfare coverage during the period of leave-of-absence.

B. Employees covered under this provision are not eligible to participate in the Company's Group Hospitalization and Group Insurance Plans.

ARTICLE XIII - EQUIPMENT

A. No employee shall be held responsible for loss of or damage to Company's property unless definite proof of negligence is shown, subject to the grievance procedure of the Agreement.

B. The Company shall supply cold storage gear for employees required to work in freezers.

C. No employee shall be compelled to use any defective equipment or any equipment which does not comply with all City, State and Federal safety vehicle requirements. Drivers shall make a written report of any known defects on said equipment to the person in charge of the Department.

ARTICLE XIV - DURATION OF AGREEMENT

A. This Agreement shall continue in full force and effect from February 28, 1966, to and including June 4, 1967, except as otherwise provided herein, and shall continue from year to year thereafter.

B. Should either party desire to modify, revise or change any of the Articles of this Agreement on June 4, 1967, or on June 4th of any year thereafter, such party desiring to make modifications, revisions or changes shall give the other party written notice at least sixty (60) days prior to June 4, 1967, or June 4th of any year thereafter.

C. Should either party desire to terminate this Agreement on June 4, 1967, or on June 4th of any year thereafter, such party desiring termination of the Agreement shall give the other party written notice at least sixty (60) days prior to June 4, 1967, or June 4th of any year thereafter.

ARTICLE XIV - (Continued)

D. Notice required under this Article XIV shall be deemed to be properly served if made in writing and sent via U.S. Registered Mail to the address of the Union at 2207 Royal Street, New Orleans, Louisiana, or the Company at 1000 No. Crosby Street, Chicago 80, Illinois, or to any subsequent address which the Union or the Company may designate in writing for such purposes.

ARTICLE XV - WAIVER

The Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

Executed between the parties this 26th day of April, 1966.

FOR THE COMPANY:

NATIONAL FOOD STORES, INC.

By

Joseph Quirk
Joseph Quirk

Vice President-Labor Relations

By _____

FOR THE UNION:

GENERAL DRIVERS, WAREHOUSEMEN AND
HELPERS, LOCAL UNION No. 270

By

Charles L. Winter
Mitchel Ledet

By _____