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9-29-1963

## Great Atlantic and Pacific Tea Company and Retail Store Employees Union Local 880

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## Great Atlantic and Pacific Tea Company and Retail Store Employees Union Local 880

### Location

Cuyahoga, OH

### Effective Date

9-29-1963

### Expiration Date

10-2-1966

### Number of Workers

1150

### Employer

Great Atlantic & Pacific Tea Company

### Union

Retail Store Employees Union

### Union Local

880

### NAICS

44

### Sector

P

### Item ID

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### Keywords

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### Comments

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**CONTRACT BETWEEN**

**Retail Store Employees Union Local 880  
and  
The Great Atlantic and Pacific Tea Co.**

**AGREEMENT**—This Agreement by and between The Great Atlantic & Pacific Tea Company, Inc., Cleveland, Ohio, hereinafter known as the "Employer," and the Retail Store Employees Union, Local 880, affiliated with the Retail Clerks International Association, AFL-CIO, hereinafter known as the "Union" or "Local" is entered into the 17 day of February 1964.

**ARTICLE I — RECOGNITION**

**RECOGNITION**—The Employer recognizes the Union as the collective bargaining agent for all grocery employees in its retail stores, except meat department employees and store managers, located in Cuyahoga County, Ohio.

**UNION SHOP**—The Local shall be the sole representative of those classifications of employees as covered by this Agreement in collective bargaining with the Employer. It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the date on which this agreement is signed shall remain members in good standing, and those who are not members on the date on which this agreement is signed shall, on the thirty-first (31st) day following the date on which this agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after the date on which this agreement is signed shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

**DEDUCTIONS**—The Employer agrees, provided employees so authorize the Employer in writing, to deduct union initiation fees for newly hired employees and monthly union dues for all employees from their wages, and to turn such funds, so deducted, over to the properly authorized representative of the Union.

**NO DISCRIMINATION**—The Union and Employer agree that in hiring employees neither will discriminate against any applicant for employment because of race, color, creed or national origin.

**ARTICLE II — MANAGEMENT**

**RIGHTS**—The management of the business in all its phases and details shall remain vested in the Employer. The rights of the Employer and the Employees shall be respected and the provisions of this contract for the orderly settlement of all questions regarding such rights shall be observed.

**ARTICLE III — CLASSIFICATIONS**

**ASSISTANT MANAGERS**—The Employer reserves the right to designate which stores shall have Assistant Managers. An Assistant Manager in a self service store is one who is able to do or supervise all ordering, receiving, checking, pricing, stocking, displaying all merchandise and the checkout operation and book-keeping system.

**PRODUCE DEPARTMENT HEAD**—The Employer reserves the right to designate which stores shall have Produce Department Heads. A Produce Department Head in a self service store is one who supervises and/or performs all the functions of that department. This includes all planning, ordering, checking, trimming, preparing for display, displaying, and selling all merchandise in that department, seeing that any merchandise carried over at closing time is properly taken care of, and that the department is kept in a clean attractive condition, safe from accident hazards and that all customers are given proper service.

**HEAD CHECKER**—The Employer reserves the right to designate which stores shall have Head Checkers. A Head Checker in a self service store is one who can supervise and/or perform all the functions of the checkout operations to the satisfaction of the Employer and/or any other duties requested by the Employer. This includes the proper checking out of merchandise,

handling of all money, balancing of registers, and seeing to it that all persons involved in the checkout operation perform their duties in the proper manner, and that all customers are given proper service. The Head Checker must also be qualified to keep operating records and reports and handle such other bookkeeping or personnel functions that the Employer may direct.

**FULL TIME EMPLOYEES**—All other store employees covered by this Agreement, other than those described above, and regularly scheduled to work a basic work week.

**REGULAR PART TIME EMPLOYEES**—All other store employees covered by this Agreement other than those described above, who work less than the basic work week who are not students in any secondary educational institution.

**PART TIME STUDENT EMPLOYEES**—All other store employees covered by this Agreement other than those described above, who work less than the basic work week, excepting weeks during school vacations, who are in any secondary educational institution. Regular part time employees who are college students may be scheduled to work during vacation periods the same as part time student employees.

**ARTICLE IV — HOURS**

**WORK WEEK**—Forty (40) hours shall constitute the basic work week for full time employees. The forty hours must be worked in five days of any week, but the days do not have to be consecutive. Part time employees may work six (6) days per week by mutual consent.

**WORK DAY (Males)**—Any work performed by male employees covered by this agreement in excess of the basic work week or in excess of eight and one half (8½) hours on Monday, Tuesday, Wednesday, and Thursday, nine (9) hours on Friday and Saturday and days preceding a holiday shall be paid at the rate of time and one half (1½) the regular rate of pay.

**WORK DAY (Part Time)**—Part time male employees shall receive time and one half (1½) after ten (10) hours of employment in any one shift.

**OVERTIME COMPUTATIONS**—Overtime will be computed on the following basis: 1 to 7 minutes—No Overtime; 8 to 22 minutes—¼ hour; 23 to 37 minutes—½ hour; 38 to 52 minutes—¾ hour; 53 to 67 minutes—1 hour.

**WORK DAY (Females)**—Female employees shall receive time and one half (1½) their straight time hourly rate for work performed in excess of eight (8) hours per shift and in excess of forty (40) hours per week, but not both.

**WORK WEEK EXCEPTION**—In stores closed one afternoon per week the five (5) day work week shall not be effective.

**CALL-IN**—Part time employees shall be scheduled for a minimum of twelve (12) hours per week. Part time employees called in in addition to the schedule on Saturday, or the day before a holiday, shall be given a minimum of five (5) hours work, but not guaranteed the twelve (12) hours. If any employee is scheduled or called in to work, he or she shall be guaranteed his or her regular shift or a minimum of four (4) hours pay.

**AVAILABLE HOURS**—Part time employees shall receive available hours up to full time work within one store and shall receive full time work on an appropriate area basis in accordance with seniority, ability to perform the work assigned, and job classification.

**LUNCH HOUR**—All employees shall receive without pay one (1) full hour for lunch except night stockers where a lunch hour shall be optional by each individual store. Lunch hour is to be scheduled as near to the middle of shift as possible.

**HOME WORK PROHIBITED**—Head checkers shall perform all work on the premises of the employer and in no event shall take books, records, monies, or properties of the employer outside of the store to complete or catch up on their work.

## ARTICLE V — WAGES

**BASE RATES**—The base rate wages for full time employees shall be as follows:

Effective as of:	9/29/63	10/4/64	10/3/65
<b>FULL TIME — MALE</b>			
1st 3 mos. _____	2.14	2.215	2.29
3 to 9 mos. _____	2.215	2.29	2.365
9 to 18 mos. _____	2.34	2.415	2.49
18 to 24 mos. _____	2.465	2.54	2.615
Over 24 mos. _____	2.59	2.665	2.74
Minimum Increase _____	.09	.075	.075

<b>FULL TIME — FEMALE</b>			
1st 3 mos. _____	2.005	2.08	2.155
3 to 9 mos. _____	2.09	2.165	2.24
9 to 18 mos. _____	2.23	2.305	2.38
18 to 24 mos. _____	2.325	2.40	2.475
Over 24 mos. _____	2.455	2.53	2.605
Minimum Increase _____	.09	.075	.075

PRODUCE DEPARTMENT HEADS			
a) Spec. Dev. Stores _____	2.925	3.00	3.075
b) Super Markets _____	3.225	3.30	3.375
Minimum Increase _____	.10	.075	.075

ASSISTANT MANAGERS			
a) Spec. Dev. Stores _____	2.975	3.05	3.125
b) Super Markets _____	3.225	3.30	3.375
Minimum Increase _____	.10	.075	.075

HEAD CHECKERS			
Minimum Increase _____	2.665	2.74	2.815
Minimum Increase _____	.10	.075	.075

STUDENTS			
1st 6 mos. _____	1.85	1.925	2.00
2nd 6 mos. _____	1.90	1.975	2.05
Over 12 mos. _____	2.00	2.075	2.15
Minimum Increase _____	.09	.075	.075

**NO TRADING**—No employee shall be given time off in lieu of overtime pay.

**REPLACEMENT**—Where an employee replaces a designated department head who is absent for one week or more, such employee shall be paid the minimum rate of pay for the department head.

**NIGHT STOCKER**—Night stocker, regardless of time he reports for work, shall receive ten cents (10c) per hour premium for all work performed after 6 P. M. Head night stocker to receive twenty cents (20c) per hour premium over the base rate.

## ARTICLE VI — WORKING CONDITIONS

**HOLIDAY PAY**—There shall be no work except as provided for hereafter on the following Legal Holidays except in case of emergency: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Time off on any of the above named Holidays shall not be made up, and employees other than part time shall receive their regular straight time weekly wage provided they work their scheduled hours in the other days of the holiday week.

**BIRTHDAY HOLIDAY**—Full time employees shall be granted a seventh (7th) paid holiday which shall be the Monday following the employee's birthday. Should the Monday following the employee's birthday be the employee's regular day off, the employee shall be given the following day off with pay as the holiday. Should the Monday following the employee's birthday be recognized in the contract as a paid holiday, the employee shall be given the Monday of the following week off with pay as the holiday.

**PERSONAL HOLIDAY**—Effective January 1, 1964, an additional paid personal holiday shall be scheduled at the discretion of the Company during the period of January 1st through April 30th.

**OVERTIME**—Any time worked in excess of forty (40) hours per week during a regular work week will be paid for at one and one half (1½) times the straight time hourly rate of pay. Any time worked in excess of thirty-two (32) hours in four (4) days during a holiday week will be paid for at one and one half (1½) times the straight time hourly rate of pay, and the basic work week will be thirty-two (32) hours for full time employees.

**OVERTIME (Part Time)**—In a week in which a holiday as listed above occurs, regular part time employees shall receive time and one half (1½) their straight time hourly rate for work performed over thirty-two (32) hours. This does not apply to part time student employees. Part time employees may work five (5) days in a holiday week by mutual consent.

**SPECIAL PREMIUM PAY**—Work performed on Sunday and on the Holidays as listed above shall be paid for at twice (2) the straight time hourly rate except in cases of emergency to protect the property of the Employer, and with the mutual consent of the Union, which work will be at straight time or time and one half (1½) if in excess of the basic work week. If the store is open for business on Sunday and the above named legal holidays, triple (3) time shall be paid.

**HOLIDAY PAY (Part Time)**—Part time employees working less than thirty-two (32) hours in a holiday week shall receive holiday pay on a pro-rata basis as follows: 12 thru 15¼ hrs.—3 hours pay; 16 thru 19¼ hrs.—4 hours pay; 20 thru 23¼ hrs.—5 hours pay; 24 thru 28¼ hrs.—6 hours pay; 29 thru 31¼ hrs.—7 hours pay.

**HOLIDAY (Part Time—32 Hours)**—Any part time employee who works thirty-two (32) hours in a holiday week will qualify for eight (8) hours holiday pay.

**HOLIDAY WEEK ILLNESS**—Any full time employee who works part but not all of a holiday week, his absence being due to proven illness, is to receive holiday pay. The Employer may require a doctor's certificate to substantiate the illness.

**REDUCTION BAR**—As a result of the signing of this Agreement no employee shall suffer a reduction in pay unless reduced to a lower paid classification.

**COLLEGE STUDENTS**—A part time employee cannot be classified as a part time student employee if he or she is attending an educational institution at college or university level.

**SPLIT SHIFT BAR**—No split shifts will be permitted.

**STEWARDS' SENIORITY**—If the Union has store stewards, it agrees not to have more than one per store and that they will be full time employees in good standing; and the store steward will have the longest seniority, in the event of a layoff, of all the local's members in the store that he or she is working in.

**OUTSIDE SALESMEN**—All work and services connected with, or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail establishment covered by this agreement shall be performed only by employees of the Employer within the unit referred to above for which the Union is recognized as the collective bargaining agency by the Employer, except managers, bakery, baby food, drug products, candy products and magazine salesmen. However, at Grand Openings of the new or remodeled stores, manufacturer's representatives may give out coupons or samples for a period not to exceed thirty (30) days of which one (1) week may be prior to the opening to prepare for same.

**POSTING RULES**—Company rules and regulations shall be posted.

**DEATH IN FAMILY**—All full time employees shall receive up to three (3) days off with pay in case of death in the immediate family. The term immediate family shall mean husband, wife (if living together), children, parents, brothers, sisters, father-in-law, mother-in-law, grandmother and grandfather of the employee, and all other relatives if living in the same house. Employees must attend funeral or devote time to same to be entitled to the three (3) days pay.

**JURY DUTY PAY**—Full time employees called for Jury Duty will be compensated by the employer for the difference between their regular pay and jury pay. However, employees must make a reasonable effort to fulfill their work schedule. Time served on Jury Duty shall be considered as time worked.

**SCHEDULES**—Work schedules shall be posted by Friday Noon for the following week, and there shall be no changes in the posted schedule except for good cause.



**CASH DRAWER**—Cashiers must have their own cash drawers.

**REST PERIODS**—All employees shall receive a paid rest period of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon.

**EXPERIENCE CREDIT**—The Employer agrees that all new employees who have had previous grocery experience, certified in writing by their previous employer or employers, and who have been members of the Retail Clerks International Association, will be given credit, irrespective of whom they have worked for, and their starting rate of pay shall be based in accordance with the experience they have had according to the schedule for full time and part time employees. Any previous experience, five (5) years for part time and seven (7) years for full time, prior to the date of their application is not to be recognized.

**VACATIONS**—Full time employees shall receive: One (1) week vacation with pay after one (1) year of continuous full time service with the Company. Two (2) weeks of vacation with pay after three (3) years of continuous full time service with the Company. Three (3) weeks of vacation with pay after eight (8) years of continuous full time service with the Company. Four (4) weeks of vacation with pay after twenty (20) years of continuous full time service with the Company; and effective January 1, 1965, four (4) weeks vacation with pay after eighteen (18) years of continuous full time service with the Company.

**VACATION PAY**—Vacation pay for full time employees shall be computed on the basis of the employee's regular straight time weekly salary.

**VACATION DESIGNATION**—Vacations are not accumulative from year to year. The Employer in his discretion has the right, based on seniority and position or classification of the employee, to specify the time at which each full time employee shall take their vacation.

**VACATION ELIGIBILITY**—An employee becomes eligible for vacation pay on his anniversary date and shall be paid for same should he or she terminate or be discharged prior to being granted his or her vacation.

**GUARD DUTY**—Employees on National Guard Duty will not be required to take vacation at that time.

**PART TIMER'S VACATION**—Part time employees shall receive pro-rata vacation pay based upon the hours worked during the year preceding the anniversary date of employment, divided by fifty-two (52). This method of computation shall apply to employees with mixed part time and full time service in last anniversary year preceding the last anniversary date. Vacations may be taken anytime during the twelve (12) months following the anniversary date subject to Company approval. Part time employees with three (3) years of service will receive two (2) weeks pro-rata vacation. With eight (8) years of service, three (3) weeks pro-rata vacation. With twenty (20) years of service will receive four (4) weeks pro-rata vacation; and effective January 1, 1965, with eighteen (18) years of service will receive four (4) weeks pro-rata vacation. Employees with mixed full time and part time service shall receive their vacation based on their last year of service divided by 52, and shall be measured by the employee's last hiring date.

**HOLIDAY IN VACATION**—If a holiday occurs during an employee's vacation, he or she is to receive an additional day of vacation.

**RATE MAINTENANCE**—If an employee is transferred from part time to full time status he or she shall not have a reduction in his or her hourly rate of pay.

**TRANSPORTATION PAY**—In cases of temporary transfers for the benefit of the Employer involving additional transportation costs, the employee will be reimbursed for the additional expense at public transportation rates.

**TIME CLOCKS**—All employees must punch time clock or sign time card. Cards or records must remain in card rack until after employees leave on every night including Saturday.

**CREDIT UNION**—The Company agrees to a monthly Credit Union check-off upon authorization of the employee in writing.

**UNIFORMS**—Where uniforms or aprons are required by the Employer, they shall be furnished and laundered by the Employer.

**WEATHER GEAR**—Weather gear, such as raincoats, hats, boots, shall be furnished by the Employer for carry-out service.

**RETROACTIVE PAY**—Any employee who has left the employment of the Company prior to October 1, 1963 (except to enter the Armed Forces) is not to receive any retroactive pay. Any employee who leaves the employment of the Company after October 1, 1963, up to the date the retroactive pay is made by the

Company must make their claim for retroactive pay within thirty (30) days after the retroactive pay date, in writing, to the Employer in order to receive retroactive pay.

**DISCIPLINE**—The Union shall be privileged to require the disciplining of employees under its jurisdiction for verified "working off the clock."

## ARTICLE VII — SENIORITY

**LAYOFFS AND REINSTATEMENTS**—As to layoffs and reinstatements, seniority shall be determined on the length of service of the employee with regard to his experience and ability to perform the work. All circumstances being reasonably equal, length of service shall be the controlling factor. Seniority shall be considered broken when an employee: (1) Quits; (2) Discharged for just cause; (3) Laid off continuously for more than twelve (12) months; (4) Fails to report for work from layoff within three (3) days of receipt of written notice; (5) Excepting for dishonesty, proven insubordination and intoxication, all full time employees shall be given three (3) days pay in lieu of notice in case of layoff or discharge.

**PROMOTIONS**—In the matter of promotions, the Employer shall have the right to exercise his final judgment after giving due regard to seniority. Records on seniority shall be made available to the Union at all times.

**OTHER COMMITMENTS**—Those part time employees who are only available to work certain hours due to other commitments shall not cause the reduction of hours of another full time or part time employee when and if their commitments no longer interfere with their availability; they shall not be privileged to replace a younger employee who was available for the hours previously rejected. Employees whose primary employment is elsewhere shall be considered to have seniority only among themselves, and will be considered to have the lowest seniority as a group in the store.

**COMPANY SENIORITY**—Seniority shall be on a company basis and shall be measured from the employee's last hiring date for full time employees and on store seniority for part time employees. A regular part time employee with one year or more of seniority (to avoid layoff) shall be transferred to another store in the same area, if there is an opening or an employee with less seniority. In the event of a layoff, employees shall be laid off in order of seniority and shall be rehired in the inverse order of the layoff, provided the employee has the ability to do the work available in a reasonably efficient manner. Transferees shall carry their seniority to the new store of employment on an area basis. The areas being Cuyahoga County, East Country and West Country. Any problem arising from inter-area transfers will be handled on an individual basis.

**PREGNANCY LEAVE**—One (1) only six (6) month leave of absence for pregnancy will be granted without pay to full time married employees when same is requested and to regular part time married employees after one year of service. Such break in service shall not constitute a break in seniority. Other Company benefits shall cease except pro-rated vacation.

**PERSONAL LEAVE**—A full time employee will for good cause and upon written request be granted a leave of absence without pay not to exceed ninety (90) days. Such leave will not be permitted for the purpose of trying out for another job.

**UNION LEAVE**—Leave of absence without pay will be granted to employees appointed or elected to a Union convention or elected as a business representative. In the latter event such leave of absence shall be limited to one (1) year.

## ARTICLE VIII — ARBITRATION

**ARBITRATION**—In the event of any difference or complaint over the interpretation or application of this Agreement, which cannot be satisfactorily settled, either of the parties hereto may request arbitration.

**PROCEDURE**—Notice of intent to arbitrate must be given in writing to the other party and the difference or complaint shall be stipulated in the letter of notification. The Arbitration Board shall consist of three persons, one selected by the Employer, and one selected by the Union within ten (10) days from the date of notification to arbitrate. The two persons so selected shall agree upon a third person who shall act as Chairman of the Arbitration Board. If agreement between the two cannot be reached as to the third person within ten (10) days after their appointment, the Secretary of the United States Department of Labor shall be asked to appoint the third person. A majority decision of the

30  
2

31  
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46  
1

37  
1

42  
2

50  
1

51  
1

47  
3

31  
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34-35  
43  
1

Arbitration Board shall be rendered without undue delay and shall be final and binding on both parties. The expenses, if any, of the third party shall be shared equally by the parties hereto.

**STRIKE, LOCKOUT BAR**—The arbitration procedure provided for herein shall be the sole method of resolving disputes under this contract and there shall be no strike, lockout, slowdown, or other stoppage of work at any time during the term of this contract. The Union agrees that it will not refuse to cross a legal picket line until such has been duly sanctioned by The Cleveland Federation of Labor and/or the Cleveland Food Council and until the Employer has been officially notified by the Union by registered letter.

**GRIEVANCE PROCEDURE**—At any step in this 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 or dispute lacks merit or justification under the terms of this agreement, or has been adjusted or justified under the terms of this agreement to the satisfaction of the Union Executive Board.

**NOTICE**—An employee laid off or reduced in hours out of seniority shall receive pay for time lost to start after one week of notice to the Employer by the Union, until restored to employment or increased in hours in accordance with seniority.

## ARTICLE IX — HEALTH AND WELFARE

**EMPLOYER PAYMENTS**—The Employer agrees to pay monthly into the Retail Store Employees Union Local No. 880, Food Division, Insurance Fund the sum of \$19 per month for each full time employee commencing the first of the month following employment, and for each part time employee averaging thirty (30) hours or more each week, excluding those working inflated hours due to summer working schedules and those of less than sixty (60) days employment on the Employer's payroll. As of March 1, 1964, this payment will be made on part time employees on the same basis as above who average twenty-five (25) hours or more per week.

**INCREASED PAYMENTS**—Effective June 1, 1964, or no later than one (1) month preceding the opening of the Cleveland Health Foundation Medical Center the Employer agrees to pay monthly into the Health & Welfare Fund the sum of \$27.50 per month for each full time employee and each part time employee averaging twenty-five (25) hours per week, excluding those working inflated hours due to summer working schedules and those part time employees of less than sixty (60) days employment on the Employer's payroll.

**CONTRACTS**—This fund is employed to finance a group insurance contract and a hospitalization contract to cover all employees for whom contributions have been made by the Employer. It is agreed that the Union shall obtain the master insurance contracts in its own name and shall put them into effect 12:01 A.M. March 1, 1956. The processing of employees' claims under the insurance contracts shall be handled by the Union through its representatives all in accordance with any applicable State and Federal Laws.

**BILLING**—It is agreed that on the 1st day of each month during the term of this Agreement, the Union will bill the Employer in duplicate, by stores covered by this Agreement, for each full time employee by name. The Employer will return one copy to the Union with any changes indicated, that they may have made in the billing submitted, with their check, within ten (10) days after receiving billing.

## ARTICLE X — THRIFT PLAN

**OPERATION**—Eligible full time employees covered by this contract may become members of the Employees' Thrift Plan in accordance with the terms and conditions of the plan as outlined in the prospectus attached hereto and made a part hereof. The Union agrees that if the plan is subsequently altered, modified or discontinued on a national company basis in accordance with Article IV, as shown in the attached prospectus, or otherwise, such change will not be subjected to the grievance and arbitration procedure as provided in Article VIII, and will not be considered as a violation of this contract; however, Article VIII, Strike, Lockout Bar, will continue to apply.

## ARTICLE XI — PENSIONS

**FUND**—The Employer agrees to participate in and contribute to a pension fund for full time employees, members of the bargaining unit.

**CONDITIONS**—The agreement to participate will be contingent on the following conditions being satisfactorily resolved: The plan must be actuarially sound and must be jointly trustee-administered and regulated in accordance with existing and future laws. The Fund must have and maintain Treasury Department approval, as well as approval of other governmental authorities having jurisdiction thereof. The Employer will not be obligated to make any contributions to the Fund which are not deductible from gross income for Federal Income Tax purposes. Contributions by the Employer in the amount of eight cents (8c) per hour will be made for all straight time hours worked for all members of the bargaining unit, except overtime hours, leaves of absence, and illnesses over thirty (30) days. Vacations, holidays, and illnesses of thirty (30) days or less will be included as hours worked for the purpose of this section. It is understood that all other employers whose employees participate in the plan will contribute on the same basis, and in no lesser amount per hour than the Employer. All full time members of the bargaining unit shall be covered while on the Employer's active payroll. The Pension Fund will recognize all full time employee service prior to the inauguration of the Fund.

**TRANSITION**—When the Employer commences payments into this Pension Fund, the full time employees covered by this Agreement shall automatically cease to participate in the Employer's Retirement Plan then in effect. The Union, as the bargaining agent for each of the affected employees of the Employer, agrees on behalf of each of the said employees who are now participants in said existing Employer's Retirement Plan, unilaterally established by the Employer, that each of said employees, in consideration of the Agreement by the Employer to contribute to a trustee-administered plan enabling each of its members to participate therein, shall then withdraw from and surrender, release and relinquish whatever rights, privileges and benefits he has, if any, in the Employer's Retirement Plan effective with the date the Employer commences payments into the trustee-administered fund. From that date forward the Administrators of the Pension Fund shall be responsible for the retirement compensation for all employees covered by this agreement.

**STARTING DATE**—The Employer agrees to contribute to the Fund, as stated above, effective on October 3, 1965. All Employer contributions will be accrued by the Employer until the Fund has received approval of the Treasury Department and other governmental authorities having jurisdiction thereof, at which time the accrued monies will be paid into the Fund.

## ARTICLE XII — TERMINATION

**CONTRACT TERMINATION**—This Agreement shall be effective September 29, 1963, and shall remain in effect until twelve (12:00) Noon October 2, 1966. Either party desiring to terminate this Agreement or to negotiate changes in this Agreement shall give notice to the other party in writing at least sixty (60) days prior to the expiration date hereof. If such notice is not given, as above, the Agreement shall be automatically renewed without change for a period of one (1) year. In the event either party serves such notice of a desire to negotiate changes in the Agreement, it is mutually agreed that the Employer and the Union without undue delay shall begin negotiations on the proposed changes, and that pending the results of negotiations, neither party shall change the conditions existing under the Agreement.

This Agreement cancels and supersedes all previous Agreements between the parties hereto. Signed: FOR THE MANAGEMENT: The Great Atlantic & Pacific Tea Company, Inc. FOR THE UNION: Retail Store Employees Union, Local 880, AFL-CIO.



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DEC 4 1963

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*File  
Info only*

U. S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON 25, D. C.

November 15, 1963



Mr. Cecil B. Dunlap  
Retail Clerks International Association  
Local 880  
2424 Euclid Avenue  
Cleveland, Ohio

Dear Mr. Dunlap:

We have in our file of collective bargaining agreements a copy of your agreement(s) covering the Great Atlantic and Pacific Tea Company in Cuyahoga County, Ohio. This agreement expired September 1963.

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

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

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

Very truly yours,

*Ewan Clague*

Ewan Clague  
Commissioner of Labor Statistics

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

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1,150
2. Number and location of establishments covered by agreement 50  
(see attached list - those in parenthesis are not in Cuyahoga County)
3. Product, service, or type of business Food and food products.
4. If previous agreement has been extended without change, indicate new expiration date \_\_\_\_\_

David A. McDonald *David McDonald* Secretary-Treasurer  
2424 Euclid Avenue Cleveland 15, Ohio

(Street)

(City and State)

*44/15*