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4-4-1964

## Colonial Stores, Inc., Cincinnati Division and Cincinnati Warehouse Union 661

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## Colonial Stores, Inc., Cincinnati Division and Cincinnati Warehouse Union 661

### Location

Cincinnati, OH

### Effective Date

4-4-1964

### Expiration Date

4-2-1967

### Number of Workers

58

### Employer

Colonial Stores, Incorporated

### Union

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

### Union Local

661

### NAICS

44

### Sector

P

### Item ID

6178-012b006f010\_01

### 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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Cincinnati Warehouse  
1964 - 1967

Co.  
SEP 15 1965

AGREEMENT

BETWEEN

CINCINNATI DIVISION

COLONIAL STORES INCORPORATED

AND

CINCINNATI WAREHOUSE UNION #661

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AGREEMENT

ARTICLE 1.

SCOPE OF AGREEMENT

Section 1.1 This agreement has been entered into between the Cincinnati Division, Colonial Stores Incorporated, Cincinnati, Ohio, hereinafter designated as the Employer and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local No. 661, hereinafter designated as the Union.

Section 1.2 The Union shall be the sole and exclusive bargaining agent for all of the employees of the Employer in the classifications set forth in the wage schedule attached hereto.

Section 1.3 This agreement shall be binding not only upon the parties hereto but upon their successors and assigns.

ARTICLE 2.

UNION SHOP AND DUES

Section 2.1 (a) The Employer recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications of work covered by this agreement and any additional classifications that may be established within the bargaining unit during the life of this agreement, for the purposes of collective bargaining as provided by the National Labor Relations Act.

(b) All present employees who are members of the Union on the effective date of this agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this agreement, whichever is the later.

(c) When the Employer needs additional men he shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

(d) No provisions of this Article shall apply to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provisions may become effective, such additional requirements shall first be met. If Federal law makes such provision legal, then Federal law shall apply.

If during the life of this agreement state law prohibits a Union shop then the following agency clause shall apply, if permissible and to the extent of State law if appealed:

1. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

2. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

ARTICLE 2.

UNION SHOP AND DUES (continued)

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this agreement.

3. In accordance with the policy set forth under sub-paragraphs (1) and (2) of this Section all employees shall as a condition of continued employment pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For existing employees, such payments shall commence thirty-one (31) days following the date of execution of this agreement and for new employees, the payment shall start thirty-one (31) days following the date of employment.

4. In consideration of the Employer entering into the above agency shop provisions, the Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities, or costs to the Employer which arise out of entering into or enforcement of this agency shop provision.

(e) If any provision of this article is invalid under the law of any state wherein this contract is executed, such provision shall be modified to comply with requirements of State law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the Employer agrees to be bound by the Union's position if approved by a judge of competent jurisdiction.

Section 2.2 Probationary Employees A new employee shall work under the provisions of this agreement but shall be employed only on a thirty (30) day trial period during which period he may be discharged at the discretion of the Employer.

Section 2.3 Check Off The Employer agrees to deduct from the pay of all employees covered by this agreement all dues, initiation fees and/or uniform assessments and remit such deductions to Local No. 661 monthly, provided, however, that the Union presents to the Employer signed authorizations from the employees to cover such dues, initiation fees and assessments.

ARTICLE 3.

STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates from the Employer's seniority list.

The authority of the job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information

(a) have been reduced to writing, or

ARTICLE 3.

STEWARDS (continued)

- (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

The job steward shall not absent himself from his place of work to visit other parts of the warehouse without the permission of the foreman or superintendent. Any reasonable request shall be granted provided it does not interfere with efficient operation.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down, or work stoppage in violation of this agreement.

ARTICLE 4.

ABSENCE

Section 4.1 Time Off for Union Activities The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. Leave of absence for Union business shall not exceed one (1) year.

Section 4.2 Leave of Absence Any employee desiring leave of absence from his employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from both the Union and the Employer. Failure to comply with this provision, shall result in the complete loss of seniority rights for the employees involved. The employee must make suitable arrangements for continuation of Health and Welfare payments before the leave may be approved by either the Union or Employer. Leave of absence will not be granted for the purpose of trying out for another job.

ARTICLE 5.

SENIORITY

Section 5.1 Seniority rights for employees shall prevail in accordance with the appendix attached hereto.

Section 5.2 The Employer shall not require, as a condition of continued employment that an employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

ARTICLE 5.

SENIORITY (continued)

Section 5.3 When it becomes necessary to reduce the working force, the last man hired shall be laid off first, and when the force is again increased, the men are to be returned to work in the reverse order in which they are laid off.

Section 5.4 Any controversy over the seniority standing of any employee on the seniority list shall be submitted to the grievance procedure.

Section 5.5 The parties recognize that from time to time the needs of the business may require changes in operations, opening of facilities, closing of facilities, or transfers of certain operations. It is recognized that such changes may result in transfer of some employees, and that such geographical changes or transfers may result in disputes regarding seniority rights. If and when such a dispute involves another local union of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, such dispute shall be first considered under Step 4 of the grievance procedure.

ARTICLE 6.

OTHER AGREEMENTS

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement. Any such conflicting agreement shall be null and void.

ARTICLE 7.

MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control warehouse operations, hire, suspend, or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain rules and regulations covering the operation of the warehouse, a violation of which shall be among the causes for discharge, are vested in the Employer, provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discrimination against any employee, or for the purpose of invalidating any contract provisions.

ARTICLE 8.

DISPUTES OR GRIEVANCES

Section 8.1 Should any differences, disputes or complaints arise over the interpretation or application of the contents of this agreement, there shall be an earnest effort on the part of both parties to settle such promptly through the following steps:

- Step 1. By conference between the aggrieved employee, the steward, or both, and the foreman.
- Step 2. By conference between an official or officials of the Union, or its designated business agent, and the Manager of Warehousing and Transportation.
- Step 3. By conference between an official or officials of the Union, or its designated business agent, and Employee and Public Relations Manager and/or other designated management representatives.

ARTICLE 8.

DISPUTES OR GRIEVANCES (continued)

Step 4. In the event the last step fails to settle the complaint it shall be referred to a two (2) man committee. One (1) member of such committee shall be designated by the appropriate officer of the Teamsters International and the other member shall be designated by the General Personnel Manager of Colonial Stores Incorporated.

Section 8.2 In the event the committee named in Step 4 cannot reach agreement, the dispute may be submitted to arbitration by either party.

Section 8.3 Either party may submit a list of suggested arbitrators to the other. If no agreement can be reached in the selection of the arbitrator, within thirty (30) days, the Director of the Federal Mediation and Conciliation Service will be requested to furnish a panel from which the arbitrator may be chosen. If the parties are unable to agree upon an arbitrator from this panel the Director of the Federal Mediation and Conciliation Service will be requested to name an arbitrator, within fifteen (15) days of the date of such request. The decision of the arbitrator shall be binding on both parties. The cost of the arbitrator is to be borne equally by the Employer and the Union.

Section 8.4 If either party to this Agreement refuses to abide by a decision of an arbitrator rendered under Section 8.3, such refusal shall be a breach of this Agreement and the other party may then take any legal, or lawful economic action.

Section 8.5 Grievance must be taken up promptly and no grievance will be considered or discussed which is presented later than fourteen (14) days after the occurrence of the grievance. All grievances going beyond Step 1 shall be reduced to writing by the complainant before proceeding to Step 2.

ARTICLE 9.

PROTECTION OF RIGHTS

Section 9.1 No Strike, No Lockout During the term hereof, the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

Section 9.2 Picket Line It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line, including the lawful primary picket line of the Union, party to this Agreement, and including lawful primary picket lines at the Employer's places of business.

Section 9.3 Struck Goods It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which the Employer undertakes to perform for another employer or person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the other employer or person on strike.

Section 9.4 Grievances Within five (5) working days of filing of grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step (Article 8, Section 1, Step 4) of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.



ARTICLE 10.

DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee, to the employee, in writing, and a copy of the same to the Union and job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness or recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers while on the job. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice. The Union will be notified of any discharge. In the event the Union alleges the discharge is improper, the Union shall have five (5) days after notification to file a complaint. The five (5) days notification herein mentioned shall commence when the steward or Union business agent has been officially notified by the Employer representative of the discharge action. Such complaint must be taken up promptly in the manner provided for in the grievance procedure set forth in Article 8, and if the Union and the Employer fail to resolve the complaint within one (1) week through the use of Steps 1, 2, and 3 of Section 8.1, then the complaint shall be taken to Step 4 of Section 8.1. If at any step of the grievance procedure it is agreed that the employee should be reinstated, the parties shall have the authority to agree upon full, partial or no compensation for time lost.

ARTICLE 11.

LOSS OR DAMAGE

An employee shall not be charged for loss or damage as long as he exercises a reasonable degree of care, skill and judgment.

ARTICLE 12.

BONDS

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

ARTICLE 13.

EXAMINATIONS AND IDENTIFICATION FEES

Section 13.1 Physical, mental or other examinations required by a government body, or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs, and shall be responsible to employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2). Examinations are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours.

The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense. Physical standards shall not exceed those contained in Interstate Commerce Commission regulations.

Section 13.2 Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE 14.

PASSENGERS

No driver shall allow anyone, other than employees of the Employer, who are on duty, to ride on his truck except by written authorization of the Employer.

ARTICLE 15.

COMPENSATION CLAIMS

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing. However, such agreement shall not preclude the Employer from contesting any claims in good faith. The Employer shall provide Workmen's Compensation protection for all employees even though not required by state law.

ARTICLE 16.

MILITARY CLAUSE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1940, as amended, shall be granted all rights and privileges provided by the Act.

ARTICLE 17.

DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK

Section 17.1 No employee shall be compelled to take out equipment that is not mechanically sound, and properly equipped to conform with all applicable city, state and Federal regulations.

Section 17.2 Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 17.3 Employees shall promptly report to the Employer, in writing, all known defects in equipment when completing their runs. The report on equipment shall be turned in daily whether or not there are any known defects to report.

ARTICLE 18.

OTHER WORK

Employees shall perform any work which supervision may direct, with the understanding that when an employee is assigned to a job with a lesser rate he will be entitled to his regular rate of pay, unless due to a decrease of work he has been regularly assigned to a lower rated job and desires to retain such job rather than accept a layoff. An employee who is assigned to work in a higher classification shall be paid the rate of the higher classification. Job assignments to either higher or lower classifications will be in accordance with the seniority provisions of this agreement.

ARTICLE 19.

POSTING OF NOTICES

The Employer shall make available bulletin boards for the posting of Union notices, provided that copies of such notices are first presented to the Personnel Manager.

ARTICLE 20.

UNION COOPERATION

Section 20.1 The Union agrees to uphold the rules and regulations of the Employer with regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer.

Section 20.2 The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the departments, machinery and equipment.

Section 20.3 The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

Section 20.4 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.

Section 20.5 The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

ARTICLE 21.

UNION ACTIVITIES

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 22.

INSPECTION PRIVILEGES

Upon request made to the Personnel Manager or to the Manager of Warehousing and Transportation, any accredited Union official shall be granted access to the warehouse for the purpose of satisfying himself that the terms of this agreement are being complied with, provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 23.

WAGES, HOURS AND WORKING CONDITIONS

Wages, hours and working conditions, as covered by the supplement attached hereto, shall be considered a part of this agreement as though specifically incorporated therein.

ARTICLE 24.

SEPARABILITY AND SAVINGS

If any article or section of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this agreement shall continue in full force and effect. The article or section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the Employer agrees to be bound by the Union's position if approved by any tribunal of competent jurisdiction, or a tribunal agreed to by the parties.

ARTICLE 25.

SUBCONTRACTING

The Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted or transferred for the purpose of circumventing the terms and provisions of this Agreement to any outside company which does not have an agreement with a local union affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. However, it is understood that nothing contained herein shall prohibit the Employer from opening new facilities, closing existing facilities, consolidating facilities, transferring operations from one facility to another, or having store deliveries made by suppliers of items not now being manufactured by the Employer.

If during the term of this Agreement, the Employer deems it advisable to abandon the present method of store deliveries and subcontracts to a common or contract carrier, all of the deliveries then being made by the employees covered by this Agreement, then a condition of such subcontract shall be the employment, in accordance with their seniority, of such employees by the common or contract carrier as the common or contract carrier requires to make the deliveries.

ARTICLE 26.

TERMINATION

This Agreement shall become effective April 4, 1964, and shall continue in effect through April 2, 1967, and shall continue in full force and effect from year to year thereafter unless either party serves notice in writing sixty (60) days prior to any anniversary date in 1967 or thereafter of a desire for termination of or changes in this Agreement.

IN WITNESS WHEREOF the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 1964.

FOR THE UNION:

FOR THE COMPANY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE "A"

### A. HOURS, OVERTIME, AND GUARANTEES

1. Forty (40) hours of five (5) consecutive eight (8) hour days shall constitute the regular workweek (except in holiday weeks). However, employees assigned to Salvage work will be on a six (6) day per week basis. An employee's day off will be determined by management. Eight (8) hours shall constitute the regular work day. Time and one-half will be paid for all work beyond forty (40) hours per week or eight (8) hours per day. In a week in which there is overtime on any day (or days) as well as on the week, time and one-half will be paid on the day or the week, whichever is greater, but not on both.

2. All full-time employees who report for work on request each day of the workweek, as required by their department schedule, are guaranteed weekly pay that will not be less than the equivalent to forty (40) hours at straight time rates. It is understood that this guarantee is contingent on no infraction of Company rules, lateness or other personal reasons of the employee. It is further understood that this guarantee shall not apply in the case of partial or complete shut-down resulting from fire, flood, strike, or other circumstances which are beyond the control of the Employer. When it is necessary to reduce the working force for any reason, the Employer may, at his will, change the status of a full-time employee to that of a part-time employee, it being understood that this will be done according to seniority.

3. All work done between 4:00 p.m. on Saturdays and until 4:00 p.m. on Sundays and after 4:00 p.m. on the day before holidays will be paid for at double time.

4. There shall be no pyramiding of premium pay and any hours paid for at premium pay will not be counted in computing overtime. This paragraph shall not apply to night premium.

5. Employees for overtime work will be selected on a shift seniority and rotating basis. Employees shall be given two (2) hours notice in advance before being required to work overtime. Notice of overtime will not be given prior to two (2) hours in advance, and will include within one (1) hour the estimated amount of overtime to be worked.

6. A regular full-time employee shall be paid for time lost from work up to three (3) days at his regular rate in case of the death of a wife, husband, child, parent, brother, sister, mother-in-law, or father-in-law; however, no employee shall be paid in excess of his weekly guarantee in any week in which such absence from work occurs. The employee must attend the funeral, and if so scheduled, must return to work following the funeral.

7. A regular full-time employee serving on a local jury shall be paid the difference between straight time pay and jury pay for time necessarily absent from work.

### B. HOLIDAYS

1. The following shall be considered holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days legally celebrated in lieu thereof. All regular employees who qualify for holiday pay shall receive eight (8) hours straight time pay in addition to the hours actually worked. Employees whose established schedules necessitate working on these days shall be paid at straight time and receive a day off which shall be either the day preceding or the day following the holiday. To qualify for holiday pay, the employee shall

B. HOLIDAYS (continued)

have been employed thirty-one (31) days and must have been scheduled to work during the holiday week. An employee will not receive holiday pay if he is absent without excuse his last scheduled shift prior to the holiday or his first scheduled shift after the holiday, or on the holiday if so scheduled. An employee will not lose his holiday pay if absence is caused by proven illness, or if his absence has been mutually agreed to, provided he has worked any part of the holiday week. Overtime pay at time and one-half ( $1\frac{1}{2}$ ) on the week will be paid during a holiday week after the hours actually worked exceed thirty-two (32) hours. Daily overtime in holiday weeks will be paid the same as in other weeks. If any of the above holidays occur during a week of an employee's vacation, he shall receive eight (8) hours straight time pay in addition to his vacation pay for such week.

C. WORKING CONDITIONS

1. A work schedule for regular employees shall be posted no later than Friday indicating the work schedule for the following week.
2. When an employee is requested to report for work at a certain hour, his working time shall begin at such certain time. In the event that an employee is called to work and reports he shall be paid for a minimum of four (4) hours that day.
3. Any uniform deemed necessary by the Employer for its employees shall be furnished by the Employer.
4. The Employer will provide suitable clothing to employees working in the frozen food cooler.
5. A night differential of twelve cents (12¢) per hour will be paid for hours worked from 6:00 p.m. to 6:00 a.m. effective the Sunday immediately following execution of this Agreement.

D. SENIORITY

1. On promotions, the Employer has the right to exercise his final judgment after giving due regard to seniority. An agreed upon seniority list shall be established and maintained, and such record shall be available to the Union at all times. An up-to-date seniority list shall be posted in a conspicuous place.
2. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he voluntarily quits employment, if he has been laid off continuously for a period of more than nine (9) months or if he is called back to work after a layoff and does not report for work within one (1) week.
3. Any new job or job vacancy (with the exception of vacancies created by illness or vacation) shall be posted on the bulletin board and remain on an open basis, for four (4) days. Any employee who wishes to be considered for such job must write his name under the job so posted. Seniority and other qualifications shall govern the filling of such job with the understanding that an employee shall be given a thirty (30) day trial to qualify. It is understood that upon acceptance by the employee of any posted job, such employee will not be eligible to bid for other posted jobs for a period of at least six (6) months.

E. VACATIONS

See Appendix "A"

F. INSURANCE

See Appendix "B" - "Modern Protection Plan"

G. RETIREMENT

See Appendix "C" attached, "Colonial Stores Incorporated Non-Contributory Retirement Plan."

H. HOURLY WAGE RATE

<u>CLASSIFICATIONS</u>	<u>HOURLY RATES</u>		
	<u>Effective</u> <u>April 5, 1964</u>	<u>Effective</u> <u>April 4, 1965</u>	<u>Effective</u> <u>April 3, 1966</u>
Banana Room Operator:			
Start	\$2.84	\$2.93	\$3.03
After 15 days	2.89	2.98	3.08
Janitor:			
Start	2.52	2.61	2.71
After 15 days	2.57	2.66	2.76
General Warehouseman:			
Start	2.72	2.81	2.91
After 15 days	2.77	2.86	2.96
Order Loader:			
Start	2.76	2.85	2.95
After 15 days	2.81	2.90	3.00
Order Assembler (Male):			
Start	2.84	2.93	3.03
After 15 days	2.89	2.98	3.08
Life Truck Operator:			
Start	2.84	2.93	3.03
After 15 days	2.89	2.98	3.08
Salvage Handler (Male):			
Start	2.72	2.81	2.91
After 15 days	2.77	2.86	2.96
Order Assembler (Female):			
Start	2.35	2.44	2.54
After 15 days	2.40	2.49	2.59

VACATION PLAN

- a. A vacation of one (1) week consisting of 40 hours pay to all full-time employees with one (1) year to three (3) years continuous employment with the Company.
- b. A vacation of two (2) weeks consisting of 80 hours pay to all full-time employees with three (3) years to ten (10) years continuous employment with the Company.
- c. A vacation of three (3) weeks consisting of 120 hours pay to all full-time employees with ten (10) years to eighteen (18) years of continuous employment with the Company.
- d. A vacation of four (4) weeks consisting of 160 hours pay to all full-time employees with eighteen (18) or more years of continuous employment with the Company.
- e. An employee qualifies for his first vacation, or an increased vacation on his anniversary date of latest full-time employment. After this, he qualifies as of January 1 of each succeeding year.
- f. If an employee who has not received his earned vacation is separated from the Company, he will receive pay in lieu of his vacation in accordance to the amounts stated in either (a), (b), (c), or (d) above, except for a discharge for dishonesty.
- g. Vacation pay for employees returning from absence from work will be reduced as follows:
  - (1) Absence from work up to 90 days will not reduce vacation pay.
  - (2) Absence from work of 90 days but less than 180 days will reduce vacation pay by one-fourth ( $\frac{1}{4}$ ).
  - (3) Absence from work of 180 days but less than 270 days will reduce vacation pay by one-half ( $\frac{1}{2}$ ).
  - (4) Absence from work of 270 days or more will disqualify the employee for vacation pay that year.
- h. If a holiday listed in Article 10 falls within an employee's vacation time, he will be allowed an additional day's vacation with pay.
- i. Vacations should be taken before October 15 of each year.
- j. An employee will receive his vacation pay before he leaves for his vacation.
- k. Former employees returning from a Military Leave of Absence after 3 months at work before October 15, will be allowed vacation with pay in accordance with the above provisions. Time spent on Military Leave of Absence will count as Company service in qualifying for the above vacation benefits.
- l. Choice of vacation date will be granted on the basis of seniority. Early each year, the Employer will post a schedule stating the maximum number of warehouse employees who may take vacations each week of the year including holiday weeks.



APPENDIX B

(1) Effective August 2, 1964, the Employer will pay the premiums for full-time employees for Dependent Comprehensive Medical Coverage under the Employer's "Modern Protection" Group Insurance Plan.

(2) It shall be the responsibility of the employee to notify the Employer of any change in marital or dependent status.

581357

## U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON 25, D.C.

September 20, 1965

CO.  
10/4/65Colonial Stores, Incorporated  
266 W. Mitchell Avenue  
Cincinnati, Ohio

Dear Sir:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we should like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Very truly yours,



Ewan Clague

Commissioner of Labor Statistics

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Colonial Stores, Inc. (Albers Super Markets) Cincinnati, Ohio	International Brotherhood of Teamsters Local #661	58 ✓