



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

3-12-1969

Daitch Crystal Dairies, Inc. and Retail, Wholesale and Chain Store Food Employees Union, AFL-CIO, Local 338 (1969)

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

Daitch Crystal Dairies, Inc. and Retail, Wholesale and Chain Store Food Employees Union, AFL-CIO, Local 338 (1969)

Location

New York, NY; Nassau Co., NY; Suffolk Co., NY; Westchester Co., NY; Rockland Co., NY; Ulster Co., NY; Sullivan Co., NY

Effective Date

3-12-1969

Expiration Date

1-31-1972

Number of Workers

1000

Employer

Daitch Crystal Dairies, Inc.

Union

Retail, Wholesale and Chain Store Food Employees Union

Union Local

338

NAICS

44

Sector

P

Item ID

6178-001b023f017_02

Keywords

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

Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

#6798

AUG 23 1971 - Un.

AGREEMENT

between *Prev x 12/68*
1,000 ees.

RETAIL, WHOLESALE & CHAIN
STORE FOOD EMPLOYEES UNION,
LOCAL 338

Affiliated with the
Retail, Wholesale and Department
Store Union, AFL-CIO

and

DAITCH CRYSTAL DAIRIES, INC.
Employer

Date of Agreement: March 12, 1969

Expiration Date: Jan. 31, 1972

Renewed Expiration Date

Borough or Division

1/72

AGREEMENT

between

RETAIL, WHOLESALE & CHAIN
STORE FOOD EMPLOYEES UNION,
LOCAL 338

Affiliated with the
Retail, Wholesale and Department
Store Union, AFL-CIO

and

DAITCH CRYSTAL DAIRIES, INC.
Employer

Date of Agreement: March 12, 1969

Expiration Date: Jan. 31, 1972

Renewed Expiration Date

Borough or Division

AGREEMENT entered into this 12 day of March, 1969, by and between RETAIL, WHOLESALE AND CHAIN STORE FOOD EMPLOYEES UNION, LOCAL 338, affiliated with the RETAIL WHOLESALE AND DEPARTMENT STORE UNION, AFL-CIO, having its principal office at 130 West 42nd Street, Borough of Manhattan, City of New York, (hereinafter referred to as the "UNION") and DAITCH CRYSTAL DAIRIES, INC., a Delaware corporation, having its principal office at 400 Walnut Avenue, Borough of Bronx, City of New York, for and on behalf of itself and each of its present and future subsidiary and affiliated firms and corporations (each and all hereinafter referred to as the "EMPLOYER").

W I T N E S S E T H:

That in consideration of the mutual promises, conditions and covenants herein contained, it is mutually agreed as follows:

Article I

DEFINITIONS AND COVERAGE

(a) This agreement covers, and the term "employee" or "employees" as hereinafter used, includes, all present and future full time and part time scale attendants, cashiers, porters, checkers, store clericals, wrappers and miscellaneous employees, grocery, dairy, produce and frozen food clerks, and appetizing and delicatessen clerks, (but excluding managers, assistant managers and department heads), in all departments with the exception of the meat department, in all present and future supermarkets and stores operated by the Employer in the City of New York, and the Counties of Nassau and Suffolk of the State of New York, and in those stores and supermarkets in the Counties of Westchester, Rockland, Ulster and Sullivan of the State of New York where the Union presently represents such employees.

(b) The words "stores" and "supermarkets" are used interchangeable herein.

(c) The term "full time employee" as herein used means an employee working 30 hours or more weekly.

(d) The term "part time employee" as herein used means an employee working 16 hours or more, but less than 30 hours weekly.

(e) The term "employees" as herein used includes both full time and part time employees, except where otherwise expressly provided.

Article II

UNION RECOGNITION AND UNION SHOP

(a) The Employer recognizes the Union as the executive collective bargaining representative for all Employer's employees covered by this agreement.

(b) All present full time and part time employees who are members in good standing in the Union, shall, as a condition of continued employment, maintain membership in good standing in the Union during the life of this agreement through regular payments to the Union of the periodic dues and the initiation fees uniformly required as a condition of acquiring and retaining membership. All new full time and part time employees, and all present full time and part time employees who are not members in good standing in the Union, as a condition of continued employment, join the Union thirty days after the date of their employment or the effective date of this agreement or the date of the execution of this agreement, whichever is later, and shall thereafter maintain membership in good standing in the Union during the life of this agreement through regular payments to the Union of the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership. The Union shall make membership in the Union available to all full time and part time employees covered by this agreement on the same terms and condi-

tions as are generally applicable to the other members of the Union. Upon receipt of a written notice from the Union to the Employer that a full time or part time employee is not a member in good standing in the Union, as herein provided, such employee shall forthwith be discharged. Membership in good standing in the Union shall not be construed in violation of the provisions of applicable law.

Article III UNION CARD

The Union shall lend to the Employer a Union Store Card issued by the Union and which shall remain the Union's property. The termination of this agreement or any breach or violation of any of the provisions of this agreement by the Employer shall be sufficient cause for the removal of the said Card by the Union.

Article IV TRIAL PERIOD AND TENURE OF EMPLOYMENT

(a) Present full time and part time employees in the employ of the Employer for thirty days or longer, shall be deemed permanent full time or part time employees.

(b) Full time and part time employees not heretofore employed by the Employer shall be

employed on trial for a period of thirty days. During such trial period, such employees on trial may be dismissed without notice or cause. Upon the expiration of such trial period, however, or upon notice to the Union by the Employer to that effect prior to the expiration of such trial period, such newly employed employees shall automatically become and be deemed to be permanent full time or part time employees.

(c) The Employer shall promptly notify the Union when it has hired employees, furnishing the names and addresses of the employees hired and the date of their hiring; provided, however, that the foregoing provisions of this paragraph shall not in any way limit or modify the provisions of paragraph (b) of Article II hereof.

(d) Permanent full time employees working 40 hours weekly who are so employed at the date of the execution of this agreement shall be guaranteed 40 hours work weekly during the entire term of this agreement, subject, however, to the provisions of this Article.

(e) The work week of full time employees working 40 hours weekly shall not be reduced without the prior consent of the Union. The work week of full time employees working 30 hours or more but less than 40 hours shall not be reduced below 30 hours. The provisions of this paragraph shall not apply to those employees covered by paragraph (d) of this Article.

(f) In the event of a decline in business or a

lack of work and in the event the Employer is only employing permanent full time and permanent part time employees, the Employer may lay off employees in the following order:

1. permanent part time employees.

2. permanent full time employees working 30 hours or more and less than 40 hours weekly.

3. permanent full time employees working 40 hours weekly, other than those described in paragraph (d) of this Article.

4. permanent full time employees working 40 hours weekly, described in paragraph (d) of this Article; and, subject to the following provisions:

1. layoffs of full time employees shall be made within job classifications in departments and on the basis of seniority

(i) seniority of full time employees shall be computed on the basis of total length of employment within the job classification in the department in the Employer's stores, as well as length of employment within such classification in such department with prior employers whose business or stores have been purchased or in any way acquired, in whole or in part, by the Employer.

(ii) full time employees who have been transferred or promoted to another job classifications in their former departments, and, if subject to such layoffs, shall be re-

transferred to their former job classifications and departments in accordance with their seniority in such former job classifications and departments.

2. layoffs of part time employees shall be on the basis of their respective store seniority.

3. the Employer shall give the employees affected and the Union two weeks prior notification of such layoff and they shall not be laid off until the expiration of such two week period.

(g) No employee employed by the Employer continuously for a period of thirty days or longer shall be discharged except for just cause. All such employees and the Union shall be given one week's notice of discharge. In the event that the Union shall contest such discharge, the dispute with respect thereto shall be submitted to arbitration under and pursuant to the rules of the New York State Board of Mediation. The arbitrator shall, in such cases, have the authority, in his discretion, to reinstate the employee with or without back pay.

Article V HOURS OF WORK

(a) The maximum weekly hours of work for all employees shall be forty hours, divided into a work week of five days.

(b) The maximum daily hours of work for all employees shall be eight hours.

(c) Sunday shall not be a work day and shall be a day of rest for all employees, except that the employees may be required to work in these stores on Sunday where the Employer's competitors in the vicinity of such stores are open on Sunday, and except also that employees may be required to work on Sunday in appetizing and bakery departments.

(d) The hours of work of all employees shall be continuous.

(e) Each employee shall be entitled to one continuous hour for meals daily. Such meal time shall not be considered working time. There shall be no meal period for any employee on a short work day.

(f) All full time employees and all employees working an eight hour day shall be given 2 coffee breaks daily of 10 minutes each or 1 coffee break daily of 20 minutes, which shall be considered working time.

(g) Employees may be required by the Employer to work a sixth day during the week. Employees shall work overtime as required by the Employer. The Employer shall give the employees affected twenty-four hours prior notice of work required on the sixth day of the week and four hours prior notice of all overtime work required on the same day.

Article VI

WAGES

(a) Employees hired prior to January 1, 1969 and working a 40 hour—5 day work week

shall receive the following applicable minimum weekly wage for his classification:

**SCALE ATTENDANTS, CASHIERS,
PORTERS, CHECKERS, STORE
CLERICALS, WRAPPERS AND
MISCELLANEOUS EMPLOYEES**

<i>Length of Full Time Employment</i>	<i>Effective Jan. 1, 1969</i>	<i>Effective Jan. 1, 1970</i>	<i>Effective Jan. 1, 1971</i>
After 30 Days	\$ 70.00	\$ 75.00	\$ 80.00
After 6 Months	\$ 75.00	\$ 80.00	\$ 85.00
After 12 Months	\$ 80.00	\$ 85.00	\$ 90.00
After 18 Months	\$ 83.00	\$ 89.00	\$ 94.00
After 24 Months	\$ 86.00	\$ 92.00	\$ 97.00
After 30 Months	\$ 90.00	\$ 95.00	\$100.00

**GROCERY, DAIRY, FROZEN FOOD AND
PRODUCE CLERKS**

<i>Length of Full Time Employment</i>	<i>Effective Jan. 1, 1969</i>	<i>Effective Jan. 1, 1970</i>	<i>Effective Jan. 1, 1971</i>
After 30 Days	\$ 75.00	\$ 80.00	\$ 85.00
After 6 Months	\$ 80.00	\$ 85.00	\$ 90.00
After 12 Months	\$ 85.00	\$ 90.00	\$ 95.00
After 18 Months	\$ 90.00	\$ 95.00	\$100.00
After 24 Months	\$ 95.00	\$100.00	\$105.00
After 30 Months	\$100.00	\$105.00	\$110.00

APPETIZING AND DELICATESSEN CLERKS

<i>Length of Full Time Employment</i>	<i>Effective Jan. 1, 1969</i>	<i>Effective Jan. 1, 1970</i>	<i>Effective Jan. 1, 1971</i>
After 30 Days	\$ 80.00	\$ 85.00	\$ 90.00
After 6 Months	\$ 86.00	\$ 91.00	\$ 96.00
After 12 Months	\$ 92.00	\$ 97.00	\$102.00
After 18 Months	\$ 98.00	\$103.00	\$108.00
After 24 Months	\$104.00	\$109.00	\$114.00
After 30 Months	\$110.00	\$115.00	\$120.00

Anything herein contained to the contrary notwithstanding, in the event that any employee covered by this paragraph (a) would be entitled to a wage increase as of January 1, 1969 in excess of \$10.00 weekly for a 40 hour work week pursuant to the provisions of this agreement, then and in such event, he shall receive, as of January 1, 1969, a \$10.00 weekly wage increase for a 40 hour work week, and the weekly wage increase in excess of \$10.00 for a 40 hour work week which he otherwise would have been entitled to as of January 1, 1969, pursuant to the provisions of this agreement, shall become effective as follows: one-half thereof on July 1, 1969, and the other one-half thereof on January 1, 1970. He shall in any event also receive all other applicable wage increases provided under this agreement becoming due after January 1, 1969, whether progression scale increases or anniversary increases, in the amounts and at the times specified in this agreement; it being the intent that only such excess become effec-

tive as hereinbefore specifically provided in the foregoing sentence and that all other applicable wage increases provided under this agreement be paid in the amounts and at the times specifically provided in this agreement.

(b) Employee hired on or after January 1, 1969 and working a 40 hour—5 day work week shall receive the following applicable minimum weekly wage for his classification:

**SCALE ATTENDANTS, CASHIERS,
PORTERS, CHECKERS, STORE CLERICALS,
WRAPPERS AND MISCELLANEOUS
EMPLOYEES**

<i>Length of Full Time Employment</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>
	Jan. 1, 1969	Jan. 1, 1970	Jan. 1, 1971
After 30 Days	\$ 70.00	\$ 73.00	\$ 77.00
After 6 Months	\$ 74.00	\$ 77.00	\$ 81.00
After 12 Months	\$ 78.00	\$ 82.00	\$ 85.00
After 18 Months	\$ 82.00	\$ 86.00	\$ 89.00
After 24 Months	\$ 86.00	\$ 91.00	\$ 94.00
After 30 Months	\$ 90.00	\$ 95.00	\$100.00

**GROCERY, DAIRY, FROZEN FOOD AND
PRODUCE CLERKS**

<i>Length of Full Time Employment</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>
	Jan. 1, 1969	Jan. 1, 1970	Jan. 1, 1971
After 30 Days	\$ 70.00	\$ 75.00	\$ 80.00
After 6 Months	\$ 75.00	\$ 79.00	\$ 85.00
After 12 Months	\$ 80.00	\$ 83.00	\$ 90.00
After 18 Months	\$ 85.00	\$ 89.00	\$ 95.00
After 24 Months	\$ 90.00	\$ 95.00	\$100.00
After 30 Months	\$ 95.00	\$100.00	\$105.00

APPETIZING AND DELICATESSEN CLERKS

<i>Length of Full Time Employment</i>	<i>Effective</i>	<i>Effective</i>	<i>Effective</i>
	Jan. 1, 1969	Jan. 1, 1970	Jan. 1, 1971
After 30 Days	\$ 75.00	\$ 80.00	\$ 85.00
After 6 Months	\$ 81.00	\$ 86.00	\$ 91.00
After 12 Months	\$ 87.00	\$ 92.00	\$ 97.00
After 18 Months	\$ 93.00	\$ 98.00	\$103.00
After 24 Months	\$ 99.00	\$104.00	\$109.00
After 30 Months	\$105.00	\$110.00	\$115.00

(c) Effective January 1, 1969, the Employer will grant each employee employed by it a wage increase of \$8.00 per week. Effective January 1, 1970, the Employer will grant each employee employed by it a wage increase of \$6.00 per week. Effective January 1, 1971, the Employer will grant each employee employed by it a wage increase of \$6.00 per week. The provisions of this paragraph (c) shall only apply to employees working a 40 hour work week employed prior to the effective date of this agreement.

(d) The provisions of this Article relating to employees working a 40 hour work week shall apply pro rata to employees working 30 hours or more weekly in the proportion that their weekly hours of work bears to 40 hours.

(e) Any employee designated by the Employer to work as a front end man or bookkeeper shall be paid a \$5.00 bonus for a 40 hour work week above his otherwise appli-

cable wage. Any employee designated by the Employer to relieve a produce or appetizing department head for one or more weeks shall be paid a \$15.00 bonus for a 40 hour work week above his otherwise applicable wage.

(f) All employees working a 40 hour work week shall in any event receive a minimum increase of \$5.00 for such 40 hour work week after 30 days employment.

(g) Employees hired prior to January 1, 1969 working 20 hours or more weekly and less than 30 hours weekly shall receive the following applicable minimum hourly wage:

	<i>Effective</i> Jan. 1, 1969	<i>Effective</i> Jan. 1, 1970	<i>Effective</i> Jan. 1, 1971
After 30 Days	\$ 1.70	\$ 1.75	\$ 1.80
After 6 Months	\$ 1.80	\$ 1.85	\$ 1.90
After 12 Months	\$ 1.85	\$ 1.90	\$ 1.95
After 18 Months	\$ 1.95	\$ 2.00	\$ 2.05
After 24 Months	\$ 2.00	\$ 2.05	\$ 2.10
After 30 Months	\$ 2.10	\$ 2.15	\$ 2.20

Anything herein contained to the contrary notwithstanding, in the event that any employee covered by this paragraph (g) would be entitled to a wage increase as of January 1, 1969 in excess of 15 cents per hour pursuant to the provisions of this agreement, then and in such event, he shall receive, as of January 1, 1969, a 15 cents per hour wage increase, and the wage increase in excess of 15 cents

per hour which he would otherwise have been entitled to as of January 1, 1969 pursuant to the provisions of this agreement, shall become effective as follows: one-half thereof on July 1, 1969, and the other half thereof on January 1, 1970. He shall in any event also receive all other applicable wage increases provided under this agreement becoming due after January 1, 1969, whether progression scale increases or anniversary increases, in the amounts and at the times specified in this agreement; it being the intent that only such excess become effective as hereinbefore specifically provided in the foregoing sentence and that all other applicable wage increases provided under this agreement be paid in the amounts and at the times specifically provided in this agreement.

(h) Employees hired prior to January 1, 1969 working 16 hours or more and less than 20 hours weekly, and employees hired on or after January 1, 1969 working 16 hours or more but less than 30 hours weekly, shall receive the following applicable minimum hourly wage:

	Jan. 1, 1969	Jan. 1, 1970	Jan. 1, 1971
After 30 Days	\$ 1.70	\$ 1.70	\$ 1.75
After 6 Months	\$ 1.75	\$ 1.80	\$ 1.85
After 12 Months	\$ 1.80	\$ 1.85	\$ 1.90
After 18 Months	\$ 1.90	\$ 1.90	\$ 2.00
After 24 Months	\$ 1.95	\$ 2.00	\$ 2.10
After 30 Months	\$ 2.00	\$ 2.10	\$ 2.20

Employment for the purposes of this para-

graph (h) shall be deemed to commence no earlier than January 1, 1969.

(i) The Employer will grant each part time employee employed prior to the effective date of this agreement a minimum wage increase of 10¢ per hour effective January 1, 1969; a fective January 1, 1970; a minimum wage increase of 10¢ per hour effective January 1, 1971.

(j) All employees shall receive their applicable wage increases hereunder or their applicable minimum wage scales hereunder, whichever is greater.

(k) Advance wage increases shall not be credited or charged against progression, anniversary or other wage increases hereunder unless the Employer gives the Union written notice thereof prior to granting the same.

(l) In no event shall the wages of any employee for a 40 hour, five day work week be decreased during the life of this agreement. No employee shall in any event receive less than the applicable minimum wage herein provided for his classification. The minimum wage scales as herein fixed shall not be reduced during the life of this agreement.

(m) The minimum wage scales as herein fixed shall not be reduced during the life of this agreement.

(n) Employees required to report for work on any day and who report for work on that day and who, through no fault of their own, are not permitted to work on that day, shall,

nevertheless, be paid their full day's pay for that day.

(o) The Employer shall pay each of its employees on a fixed day of each and every week, the wages due such employee for the previous week.

Article VII

OVERTIME AND PREMIUM PAY

(a) Any work in excess of eight hours in any day, or forty hours in any week, and any work on any day of rest or on any holiday as herein provided, is and shall be considered overtime work. Overtime work shall be compensated at the rate of one and a half times the regular hourly wage. On the holidays provided hereunder, such overtime pay shall be in addition to the pay herein provided for such holidays.

(b) Full time employees reporting for work at 4 P.M. or later shall receive therefor, in addition to their regular hourly wage, premium pay of 10% of their regular hourly wage. Such premium pay shall be deemed part of their regular hourly wage with respect to applicable hours hereunder in the calculation of overtime pay under the provisions of this agreement. Such premium pay shall be paid only for the weeks when such employees work such late shift. In the event an employee during any work week shall be changed from such late work shift to an earlier work shift, or vice versa, he shall nevertheless be paid the said premium pay provided under this para-

graph (b) for such entire work week despite such change. No employee shall be changed to or from such late shift except upon 24 hours' prior notice to the employee affected.

(c) Full time employees reporting for work on any day before 4:00 P.M. if required to work after 7:00 P.M. on any such day, shall receive, in addition to their regular hourly wage, premium pay of 75 cents per hour for all work after 7 P.M. on such day, except that for all hours worked in excess of 8 hours on such day, they shall be compensated at the overtime rate of one and a half times their regular hourly wage (which regular hourly wage shall not include such premium pay).

Article VIII

HOLIDAYS

(a) All full time employees shall receive eleven holidays in each year of this agreement, with full pay. All part time employees employed for six months or longer, shall receive six holidays in each year of this agreement, with four hours' pay. The holidays shall be selected by the Employer from Rider "A" hereto annexed. The holidays shall be fixed at the beginning of each calendar year.

(b) In the event that any holiday specified under this agreement occurs on a non-work day or on employee's day off, the employee shall be given another day off within thirty days, with full pay.

Article IX VACATIONS

(a) Full time employees employed for eight years or more prior to September 30th in any year of this agreement, shall receive three weeks' vacation with full pay in advance in each such year of this agreement.

(b) Full time employees employed for one year or more prior to September 30th in any year of this agreement shall receive two continuous weeks' vacation with full pay in advance in each such year of this agreement.

(c) Full time employees employed for six months or more, but less than one year, prior to September 30th in any year of this agreement, shall receive one continuous week's vacation with full pay in advance in each such year of this agreement.

(d) For full time employees working less than 40 hours weekly at any time during the year immediately prior to his vacation, his vacation pay shall be based upon his average weekly straight time hours worked during such year.

(e) Full time employees working a six-day work week shall be paid vacation pay computed on the basis of their weekly earnings for such six-day work week.

(f) Part time employees working 800 hours or more in any yearly period prior to September 30, shall receive one week's vacation with one week's pay, in advance in each such year of this agreement. If such employee also

works 800 hours or more in any subsequent yearly period prior to September 30, he shall receive 2 weeks' vacation with 2 weeks' pay, based upon average weekly hours worked during each week subsequent year in advance in each such subsequent year of this agreement.

(g) For the purpose of computing an employee's length of employment hereunder, he shall be credited with his length of employment with the Employer, as well as with his length of employment with his prior employers whose business or stores have been purchased or in any way acquired, in whole or in part, directly or indirectly, by the Employer.

(h) Vacations shall be given during May, June, July, August or September of each year of this agreement, except that in the case of employees entitled to three weeks' vacation, the third week's vacation may be given at any time during the calendar year. The vacation period shall be fixed by the Employer and communicated to the Union and the employees at least four weeks in advance.

(i) In the event that any employee who has been employed for six months or more leaves his position or is discharged or laid off prior to the vacation period for that year or during the vacation period but without having received his vacation for that year, then, nevertheless, such employee shall receive his full pro rata vacation pay at the time he either leaves his position or is discharged or laid off; provided that no employee employed for less than one year and more than six

months shall receive more than a total of one week's vacation pay.

(j) In the event that any holidays provided herein shall occur during an employee's vacation period, such employee's vacation period shall be increased, with full pay, to include an equivalent number of days to make up for such holidays.

(k) Part time employees may work up to 40 hours weekly during the months of May, June, July, August and September, but shall nevertheless be considered part time employees while so working.

Article X NO INDIVIDUAL AGREEMENTS

The Employer will not enter into individual agreements of any kind with any employee, nor accept nor require any security of any kind from any employee.

Article XI CHECKOFF

Upon the written authorization of the employees in accordance with applicable law, the Employer shall, on the first weekly pay day in each calendar month, deduct from the wages of each such employee a sum equal to such employee's Union dues, fees and assessments, which the Employer shall forthwith pay over to the Union or its duly authorized representative, receiving the Union's receipt therefor.

Article XII CHILDREN

The Employer will not employ children under the age of sixteen years in its stores.

Article XIII

VISITS BY UNION REPRESENTATIVES

The business agent or any authorized representative of the Union may visit the stores of the Employer at any time during business hours for the purpose of interviewing or observing the employees or for the purpose of conferring with the Employer.

Article XIV

WELFARE FUND AND RETIREMENT FUND AND DENTAL FUND

(a) The Employer shall, during the term of this agreement, pay to the Local 338 Health and Welfare Fund the sum of \$15.00 per month (effective April 1, 1969, \$19.00 per month; effective January 1, 1970, \$22.00 per month; effective January 1, 1971, \$25.00 per month) for each of its full time employees covered by this agreement, without deduction from any of its employees. Such payments shall be paid by the Employer to such Fund on or before the 10th day of each and every month, covering the amounts payable hereunder for the preceding month.

(b) The Employer shall, during the term of this agreement, pay to the Local 338 Retirement Fund the sum of \$2.00 per week (effective April 1, 1969, \$10.00 per month) for each of its full time employees covered by this agreement, without deduction from any of its

employees. Such payments shall be paid by the Employer to such Fund on or before the 10th day of each and every month, covering the amounts payable hereunder for the preceding month.

(c) Commencing on April 1, 1969, and continuing during the term of this agreement, the Employer shall pay to the Local 338 Dental Fund the sum of \$5.00 per month for each of its full time employees covered by this agreement, without deduction from any of its employees. Such payments shall be paid by the Employer to such Fund on or before the 10th day of each and every month, covering the amounts payable hereunder for the preceding month.

(d) In the event a full time employee shall not be working due to illness or disability, the Employer shall continue to make the payments hereunder to the Local 338 Health & Welfare Fund, to the Local 338 Retirement Fund and to the Local 338 Dental Fund for each such employee for the first 13 weeks of his illness or disability, without deduction from such employee.

(e) The payments to the Local 338 Health and Welfare Fund and to the Local 338 Retirement Fund, and to the Local 338 Dental Fund, as hereinabove provided, shall not constitute or be deemed wages due to the employees.

(f) The Union and the said respective Funds shall have the right at all times to examine

the Employer's books and records for the purpose of determining whether the Employer is complying with the provisions of this agreement.

(g) The Employer shall, during the term of this agreement, at its sole expense and without deduction from its part time employees, fully cover its part time employees under the New York Disability Benefits Law.

Article XV SICK LEAVE

Each full time employee after 6 months of continuous employment shall be entitled to receive 5 days sick leave with pay in each contract year.

Article XVI FUNERAL LEAVE

Full time employees who, after 6 months of continuous employment, have a death in the immediate family shall be entitled to 3 working days off with pay. The "immediate family" shall be limited to the employee's father, mother, sister, brother, spouse and children.

Article XVII NO LIE DETECTOR TEST

The Employer shall not require nor request its employees to submit to any lie detector tests.

Article XVIII
NO DISCRIMINATION

The Employer shall not discriminate against any employee because of race, color, religion, sex or national origin.

Article XIX
STORE LINEN

The Employer shall, at its own cost and expense, furnish and launder the customary store coats, aprons, gowns and all apparel required by the Employer to be worn by any employee.

Article XX
TRANSFERS

The Employer shall have the right to transfer any employee from one store to another, provided, however, that all transfers shall be limited to within a reasonable radius of the employee's home or last store location. In the case of permanent transfers, prior notice shall be given by the Employer to the Union. Temporary transfers of employees for the convenience of the Employer need not be reported by the Employer to the Union.

Article XXI
NO STRIKE CLAUSE

The Union shall not conduct or assist any strike, stoppage of work, picketing, or boy-

cott against the Employer and the Employer shall not engage in any lockout during the life of this agreement.

Article XXII

GRIEVANCE AND ARBITRATION PROCEDURE

(a) Should any dispute arise between the Employer and the Union or any employees concerning the interpretation or application of any of the terms and provisions of this agreement, or any alleged breach of this agreement, and the Employer and the Union shall be unable to adjust said dispute between themselves, the said dispute, at the request of either the Employer or the Union, shall be submitted to arbitration under the auspices of and in accordance with the then rules of the New York State Board of Mediation. The decision or award of the arbitrator shall be final and binding and conclusive upon the Employer, the Union and the employees. The compensation of the arbitrator, if any, shall be borne equally by the parties. No decision in arbitration shall constitute a precedent in any subsequent case, and each case shall be considered solely on its merits and shall be based upon the terms of this agreement.

(b) Grievances subject to the provisions of this Article must be raised within thirty days after the event upon which they are based has occurred.

(c) In the event that the parties hereto shall agree to same at the time that a dispute is submitted to arbitration, the dispute shall be submitted to a single arbitrator mutually agreed upon by the parties, instead of an arbitrator designated by the New York State Board of Mediation.

Article XXIII SEPARABILITY

It is expressly understood and agreed between the parties hereto that the provisions of this agreement shall be deemed to be independent of each other and that if any provision or clause of this agreement shall be judicially declared to be invalid because contrary to law, or shall otherwise become ineffective under any legally binding order or decision of any Court, Board or governmental agency, or by operation of law, the invalidity or ineffectiveness of such provision shall not invalidate any other provisions of this agreement; it being the express intention of the parties hereto that all other provisions of this agreement shall not be affected thereby, but shall continue in full force and effect for the period of this agreement. It is further expressly understood and agreed that if any provision or the enforcement or performance of any provision of this agreement shall at any time be contrary to law, then such provision shall not be applicable except to the

extent permitted by law; and that if at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.

Article XXIV

TERMINATION

This agreement shall be effective as of January 1, 1969, and shall terminate on December 31, 1971. Upon the expiration of this agreement, however, on said date, this agreement shall continue in effect for thirty additional days until January 31, 1972, during which thirty day period the parties shall negotiate in an attempt to reach a new agreement, any benefits of the new agreement to be retroactive to January 1, 1972. In any event, this agreement shall terminate finally on January 31, 1972. The parties shall commence negotiations for a new agreement by July 1, 1971. X

Article XXX
SUCCESSORS AND ASSIGNS

This agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed as of the day and year first above written.

RETAIL, WHOLESALE & CHAIN STORE
FOOD EMPLOYEES UNION, LOCAL 338

By Julius Sum, President

DAITCH CRYSTAL DAIRIES, INC.

By Moe Steinman
Director of Labor Relations

RIDER "A"

The holidays referred to in Article VIII shall be selected from the following holidays:

LEGAL HOLIDAYS

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Election Day
9. Veterans' Day
10. Thanksgiving Day
11. Christmas Day

RELIGIOUS HOLIDAYS

12. First Day of Passover
13. Second Day of Passover
14. First Day of Rosh Hashonah
15. Second Day of Rosh Hashonah
16. Yom Kippur
17. Good Friday

NAME OF EMPLOYEE

HOLIDAYS

Nos.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FOR THE EMPLOYER

FOR THE UNION

6178-0016023F017-02

AUG 16 1971

AUG 23 1971 - *lm.*

U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
341 NINTH AVENUE
NEW YORK, NEW YORK 10001

DATE: August 11, 1971
REPLY TO:
ATTN OF:
SUBJECT: Collective Bargaining Agreements



TO: Mr. John W. Gracza

Attached are collective bargaining agreements covering Daitch Crystal Dairies and Local 338 of the Retail, Wholesale and Chain Store Food Employees Union and the Metropolitan Marine Maintenance Contractors Association, Inc. and locals 1277 and 1804 of the International Longshoremen's Association.

*#6798
Prwx 12/68*

The RWDSU contract covers approximately 1000 workers, while the two ILA contracts cover approximately 2500 workers. The effective and expiration dates are contained in the enclosed contracts.

*#8586
Prwx-
12/66*

We are continuing our attempts to secure the requested data from the Great Atlantic and Pacific Tea Company, however, we don't expect a favorable response here. It is likely that these data would be more readily available through the unions.

Attachments

A large, stylized handwritten signature in black ink, appearing to read "H. Bienstock".

Herbert Bienstock
Regional Director

17 AUG 1971