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1-1-1960

## Metropolitan Package Store Association, Inc. and Wine and Liquor Store Employees Union, AFL-CIO, Local 122 (1960)

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## Metropolitan Package Store Association, Inc. and Wine and Liquor Store Employees Union, AFL-CIO, Local 122 (1960)

### Location

New York, NY

### Effective Date

1-1-1960

### Expiration Date

12-31-1962

### Employer

Metropolitan Package Store Association, Inc.

### Union

Wine and Liquor Store Employees Union

### Union Local

122

### NAICS

44

### Sector

P

### Item ID

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(Extended to 12/63)

Articles of Agreement

BETWEEN

Wine and Liquor  
Store Employees  
Union, Local 122,  
AFL-CIO

+II

853 BROADWAY

NEW YORK 3, N. Y.

SPRING 7-1032

AND

Metropolitan  
Package Store  
Association, Inc.

NEW YORK, N. Y.

# Articles of Agreement

BETWEEN

Wine and Liquor  
Store Employees  
Union, Local 122,  
AFL-CIO



853 BROADWAY

NEW YORK 3, N. Y.

SPRING 7-1032

AND

Metropolitan  
Package Store  
Association, Inc.

NEW YORK, N. Y.

Article of Agreement  
BETWEEN  
**TO ALL MEMBERS**  
of the

*Your Union is again rendering that little extra service for its membership for which it has long been noted.*

*So that all our members may at all times be acquainted with their working conditions and the terms of Wine and Liquor Store Employees Union agreement, it has undertaken, at some additional cost, to make this booklet available to each and every member of the Union.*

*Read it — Remember, a well informed member is always the best member.*

*Sincerely and fraternally,*

**JOHN M. O'GRADY,**

*President-Manager*

**AGREEMENT** made and entered into as of the 1st day of January, 1960, between WINE AND LIQUOR STORE EMPLOYEES UNION, LOCAL 122, affiliated with DISTILLERY RECTIFYING, WINE and ALLIED WORKERS INTERNATIONAL UNION OF AMERICA, AFL-CIO, on behalf of its individual members, hereinafter designated as the "UNION", and METROPOLITAN PACKAGE STORE ASSOCIATION, INC., hereinafter designated as the "ASSOCIATION", whose members have affirmatively consented to be bound by the terms of this agreement, and who are hereinafter designated as "EMPLOYER".

WHEREIN THE PARTIES MUTUALLY  
AGREE AS FOLLOWS:

1. This agreement shall take effect on the 1st day of January, 1960, and shall continue to be the only contract between the parties until the 31st day of December, 1962.

2. This agreement is intended to and shall be binding only upon those members of the EMPLOYER ASSOCIATION who have authorized, and in the future will authorize, the ASSOCIATION in writing to represent them for the term set forth herein and for the purpose of collective bargaining with the UNION.

3. The term "employee" as used in this agreement includes:

(a) Salesmen. (The term "salesmen" shall include any and all employees who wait on trade, regardless of other duties performed.)

(b) All other employees employed in the establishment of the EMPLOYER.

4. Whenever any EMPLOYER shall find it necessary to replace or to employ additional regular employees, he shall be required to first notify the UNION to supply such employees as needed. If the UNION shall be unable, within twenty-four (24) hours after request therefor, to furnish the EMPLOYER with a member or members in good standing, then and in that event the EMPLOYER shall be permitted to employ a person of his own choosing provided, however, that such person make application to and be accepted as a member of the UNION by a duly authorized officer of the UNION.

5. New employees shall be considered employed on trial for a period of two weeks. At the end of such two week period, new employees shall automatically become and remain permanent or regular employees of the EMPLOYER, in which event such employees may not be dis-

charged excepting pursuant to the terms of this agreement, in the manner hereinafter set forth. The EMPLOYER shall only be required to pay employees employed during such trial period for such days as they may actually be employed and such employees may be discharged at any time during the two week trial period. The EMPLOYER, during such trial period, shall have the exclusive right to determine the fitness, honesty and integrity of any employee supplied to him by the UNION.

6. The EMPLOYER may, at his own expense, bond (fidelity bond) any employee in his employ with a reputable surety company; and it shall be a cause for dismissal from employment in the event such EMPLOYER by reason of any matter affecting the employee, shall be unable to obtain such surety bond.

7. Whenever any EMPLOYER shall find it necessary to employ temporary employees, he shall request the UNION to supply such employees to him pursuant to the terms and provisions hereof. The maximum period of time for the employment of temporary employees shall be for a period of six weeks during each year of this agreement. Any employees employed beyond such period of six weeks shall be deemed to be permanent employees as defined herein.

8. Neither the ASSOCIATION nor any EMPLOYER shall negotiate or make any arrangements with the employees directly and any such agreements so made shall be void unless it shall be approved in writing by the UNION.

9. Subject to the provisions herein, all present employees of any EMPLOYER who are or who shall become members of the UNION as herein provided, shall be continued in their employment during the life of this agreement.

10. Any EMPLOYER who conducts his busi-



ness as a corporation or a partnership, shall be exempted to the extent of only two working partners or two working officers or two working bona fide directors from membership in the UNION and no more than two such persons shall be recognized as EMPLOYERS.

11. In the event any EMPLOYER shall change his individually operated store to that of a partnership or a corporation, and thereby shall add a partner, director or officer, who shall be actually employed in the store of such EMPLOYER, the newest employed employee may be discharged to make room for the newly admitted partner or corporate officer.

12. The wife or husband of any EMPLOYER, who assists him or her in the conduct of his or her business, shall not be required to be a member of the UNION, and such wife or husband actually employed in the store or stores of the EMPLOYER shall be deemed to be an EMPLOYER; but in such store no more than two persons, including husband and wife, shall be permitted to be employed as EMPLOYERS.

13. An EMPLOYER may discharge any employee for cause upon one week's prior notice given to the UNION in writing of his intention to discharge him. The UNION may, during said period of one week, dispute the cause of discharge or the validity of the intention to discharge, and in the event the parties affected are unable to agree with respect to the same, then and in that event, the justification for the discharge shall be submitted to arbitration as hereinafter provided.

14. Each EMPLOYER shall, except in cases affecting temporary employees, give to each employee fifty-two (52) consecutive weeks of employment, during each year of this agreement.

15. The EMPLOYERS agree that they will employ none other than employees in good standing in the UNION during the term of this

agreement. The UNION shall be the sole judge of the good standing of its members and upon notice by the UNION to an EMPLOYER in writing that any employee is not a member in good standing in the UNION, such employee shall forthwith be discharged.

16. Commencing January 1, 1960, the maximum work week of regular time shall be forty-four (44) hours per week, distributed over five and one-half ( $5\frac{1}{2}$ ) days. No single day, however, shall consist of more than eight (8) hours on regular time. The hours of work shall be consecutive and no staggering of hours shall be permitted.

17. Every employee shall receive overtime pay at the rate of time and a half.

18. Every employee shall receive one full day of rest each week and no employee shall be required to work more than six (6) days in any week.

19. Each employee shall be entitled to no more than and not less than sixty (60) consecutive minutes for meals during such day of his employment.

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20. All employees in the employ of the EMPLOYERS covered by this Agreement for one year or more shall receive two full weeks vacation with pay. 42-43 / 03

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21. All employees of the EMPLOYERS employed less than one year shall receive one (1) day's vacation for each month employed by the EMPLOYER, or any fraction thereof.

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22. All employees in the employ of the EMPLOYERS covered by this Agreement fifteen (15) years or more shall receive three (3) weeks vacation with pay.

23. Commencing January 1, 1960, all employees of the EMPLOYERS covered by this Agree-

ment shall receive seven (7) holidays with pay; said holidays being New Year's Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event that an EMPLOYER shall require an employee to work on any of the aforementioned holidays, then the employee shall receive compensation at the rate of two (2) days pay for said holiday worked.

24. All vacations shall be allotted to the employee during the period commencing with the 1st day of June and ending on the 31st day of August of each calendar year.

25. Any right or privilege not herein provided for and existing in favor of any employee shall be continued as heretofore and no employee shall be deprived of any such right or privilege heretofore enjoyed.

26. Commencing January 1, 1960, all employees of the EMPLOYERS covered by this agreement shall receive a general weekly wage increase of five and 00/100 (\$5.00) dollars; but in no event shall any salesman who has had one or more years of experience in the Retail Wine and Liquor Industry receive less than ninety and 00/100 (\$90.00) dollars per week for the year 1960, which sum is recognized in the industry as the minimum wage covering salesmen.

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27. Commencing January 1, 1961, all employees of the EMPLOYERS covered by this agreement shall receive a general weekly wage increase of Three and 00/100 (\$3.00) dollars, but in no event shall any salesman who has had one or more years of experience in the Retail Wine and Liquor Industry receive less than ninety-three and 00/100 (\$93.00) dollars per week for the year 1961, which sum shall be recognized in the industry as the minimum wage covering salesmen.

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28. Commencing January 1, 1962, all employees of the EMPLOYERS covered by this agree-

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ment shall receive a general weekly wage increase of three and 00/100 (\$3.00) dollars; but in no event shall any salesman who has had one or more years of experience in the Retail Wine and Liquor Industry receive less than Ninety-six and 00/100 (\$96.00) Dollars per week for the year 1962, which sum shall be recognized in the industry as the minimum wage covering salesmen. C  
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29. The parties agree that the members of the ASSOCIATION who have indicated their intention in writing to be bound under this agreement shall pay to the RETAIL WINE AND LIQUOR EMPLOYERS INSURANCE FUND monthly a sum of Four and 00/100 (\$4.00) Dollars per week per employee. The moneys so paid shall be held in trust and controlled exclusively by the RETAIL WINE AND LIQUOR EMPLOYEES INSURANCE FUND by its TRUSTEES, acting in accordance with RETAIL WINE AND LIQUOR EMPLOYEES INSURANCE FUND Agreement and Declaration of Trust and amendments thereto, filed at the offices of the RETAIL WINE AND LIQUOR EMPLOYEES INSURANCE FUND. The moneys collected in accordance with this paragraph and held in trust by the TRUSTEES herein, shall be used solely and exclusively for the purpose of providing group life insurance, group accident and health insurance, and group lost time or disability insurance, and such other forms of group insurance for medical care and hospitalization as the TRUSTEES referred to herein may reasonably determine, and also for the purpose of covering necessary supervisory and administration expenses. 79  
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30. The parties agree that the members of the ASSOCIATION who have indicated their intention in writing to be bound under this agreement shall pay to the RETAIL WINE AND LIQUOR EMPLOYEES PENSION FUND for the duration hereof, the sum of three (\$3.00) dollars per week per employee. The moneys so paid shall be held in trust and controlled ex-

clusively by the RETAIL WINE AND LIQUOR EMPLOYEES PENSION FUND by its TRUSTEES, acting in accordance with RETAIL WINE AND LIQUOR EMPLOYEES PENSION FUND Agreement and Declaration of Trust and amendments thereto, filed at the offices of the RETAIL WINE AND LIQUOR EMPLOYEES PENSION FUND. The moneys collected in accordance with this paragraph and held in trust by the TRUSTEES herein, shall be used solely and exclusively for the purpose of establishing and continuing a PENSION FUND and for the purpose of providing supervisory and administrative expenses therefor.

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31. There shall be no decrease in wages during the term of this Agreement.

32. The EMPLOYER shall permit the authorized representative of the UNION to visit his or its store for the purpose of observing compliance with the terms of this Agreement. There shall be no meetings of employees during the normal working hours.

33. There shall be no stoppage, lockout, strike or picketing during the term of this Agreement unless the parties hereto or any member whose name is on the list affixed hereto and made a part of this Agreement shall fail or refuse to submit any dispute or controversy hereunder to arbitration. This provision, however, shall not be applicable to the UNION or any member thereof in the event of any legitimate strike or any other industrial dispute occurring in the Wine and Liquor Industry, between any labor union and persons, firms and corporations doing business with any of the EMPLOYERS. However, a failure on the part of the EMPLOYER to make payments as required herein to RETAIL WINE AND LIQUOR EMPLOYEES INSURANCE FUND and/or RETAIL WINE AND LIQUOR EMPLOYEES PENSION FUND, shall not be considered a disputable controversy;

nor shall this provision be applicable in the event of the discharge of an employee by an EMPLOYER unless prior to the discharge the cause of said discharge was submitted to arbitration.

34. Each of the parties will at all times invoke its powers of discipline against its members who wilfully violate any of the terms, conditions and provisions of this Agreement.

35. In the event the conditions of business of any EMPLOYER require a decrease in the number of employees in his employ, he shall so inform the UNION in writing and the matter, if not adjusted between the parties, shall be referred to arbitration as hereinafter provided.

36. Any EMPLOYER shall have the right to dismiss any employee who shall be indicted or convicted of any crime, or shall have been found guilty by any of the proper authorities of violating any of the laws or rules of the State Liquor Authority.

37. Any EMPLOYER may replace an employee who shall have absented himself from his employment without cause for more than one (1) week.

38. All requests for relief from any provision of this Agreement, as well as all disputable controversies between the parties, or any of them, unless amicably adjusted between the parties hereto, shall be referred to an arbitrator to be designated by the NEW YORK STATE BOARD OF MEDIATION for arbitration. The decision of the arbitrator shall be final and binding upon the parties hereto.

39. Either party to this Agreement may reopen discussions and negotiations relating to a new agreement on November 1, 1962, by sending registered mail notice of such intention.

40. The UNION will not grant to any in-

dividual EMPLOYER or any other group or organization of EMPLOYERS, any more favorable terms than herein provided for, and in the event any agreement entered into between the UNION and any EMPLOYER or group or organization of EMPLOYERS shall be more favorable to the EMPLOYER than any of the provisions hereinbefore provided, then such more favorable provisions shall be substituted for the less favorable provisions contained in this Agreement.

41. The EMPLOYERS agree to deduct the UNION dues and/or assessments from their respective UNION employees and transmit all such collections to the local office of the UNION, on or before the 1st day of each month. The EMPLOYERS shall be held harmless from any liability whatsoever in handling such UNION dues and/or assessments, and, in his discretion, any EMPLOYER may require a release from the UNION upon making payment of dues and/or assessments.

42. It is understood and agreed by both parties that any person signing this Agreement in a representative capacity, shall be held harmless from personal liability for any reason whatsoever.

43. A list of the original consents to be bound by the terms of this Agreement signed by the individual EMPLOYERS, shall be filed with the UNION and shall be considered part of this Agreement with the same force and effect as if they were annexed to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WINE AND LIQUOR STORE  
EMPLOYEES UNION,  
LOCAL 122, AFL-CIO

*John M. O'Grady*

*John M. O'Grady, President-Manager*

METROPOLITAN  
PACKAGE STORE  
ASSOCIATION, INC.

*J. Weisstein*

*Julius Weisstein, Chairman  
Labor Relations Committee*



