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3-11-1963

## Great Atlantic and Pacific Tea Co. and Milgram Food Stores, Inc. and Retail Store Employees Union, AFL-CIO, Local 782 (1963)

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## Great Atlantic and Pacific Tea Co. and Milgram Food Stores, Inc. and Retail Store Employees Union, AFL-CIO, Local 782 (1963)

### Location

Jackson Co., MO; Clay Co., MO; Platte Co., MO; Cass Co. MO; Johnson Co., KS; Wyandotte Co., KS

### Effective Date

3-11-1963

### Expiration Date

5-8-1966

### Employer

Great Atlantic and Pacific Tea Co.; Milgram Food Stores, Inc.

### Union

Retail Store Employees Union

### Union Local

782

### NAICS

44

### Sector

P

### Item ID

6178-001b022f018\_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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Agreement Between

**RETAIL STORE EMPLOYEES  
UNION LOCAL 782**

**Chartered by Retail Clerks  
International Association  
AFL-CIO**

and

**A & P TEA CO., & MILGRAM  
FOOD STORES, INC.**



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## **AGREEMENT**

This Agreement, entered into by and between Milgram Food Stores, Inc. and The Great Atlantic & Pacific Tea Co., hereinafter referred to as the "Employer", and the Retail Store Employees Union, Local No. 782 chartered by the Retail Clerks International Association, AFL-CIO, hereinafter referred to as the "Union", and any renewal or extension thereof shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

### **ARTICLE I**

#### **TERM OF AGREEMENT**

This Agreement shall be in full force and effect from March 11, 1963 through May 8, 1966 and from year to year thereafter, unless written notice to the contrary be given by either party to the other not less than sixty (60) days prior to the anniversary date. Said notice shall set forth the change or changes desired.

### **ARTICLE II**

#### **BARGAINING UNIT**

A. The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bar-

gaining agent with respect to rates of pay, hours, and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows:

A.-1 All employees employed by the Employer in the Employers present and future retail establishments situated within Jackson, Clay, Platte, and Cass Counties, Missouri, and Johnson and Wyandotte Counties, Kansas, and which employees are engaged in handling or selling merchandise, or performing other services incidental or related thereto, except supervisory employees within the meaning of Section 2(11) of the National Labor Relations Act of 1947, as amended and meat department employees.

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B. The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

C. Effective September 15, 1963—All work and services performed on the premises connected with or incidental to the handling or selling of all merchan-

dise offered for sale to the public in the Employer's retail establishments covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above for which the Union is recognized by the Employer except as follows:

- (1) Supervisory employees of the Employer.
- (2) Driver salesmen who actually deliver merchandise directly from a delivery vehicle to the store may stock the following items: milk, bread, potato chips, cakes and pastries, or merchandise on consignment by rack jobbers.
- (3) Beverage driver salesmen delivering merchandise to the sales area and cooler storage.
- (4) Demonstrators who confine their work solely to demonstrations, offering of samples and activities of an advertising nature. Such demonstrators may sell directly to the customer.
- (5) Display men or salesmen may build promotional displays, excluding stocking such displays with merchandise for selection or

pickup by customers.

D. During any combination of six (6) days such as the three (3) days preceding or the three (3) days following the day of opening of a new store, the reopening of an old store following remodeling, or change of ownership, work may be performed by persons excluded above, and such six (6) days have been designated to the Union by the Employer.

### **ARTICLE III UNION SECURITY**

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following



the beginning of such employment, become and remain members in good standing in the Union. All new employees shall be required to report to the Union Office not later than their thirty-first (31st) day following their date of employment.

B. For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.

C. The provisions of this Article shall not become effective with respect to employment within the State of Kansas until such time as the present "Right to Work" Kansas Constitutional Amendment ceases to become effective through repeal, Federal Legislation or otherwise. If, during the term of this Agreement, an applicable court of competent jurisdiction decrees that the making of an "Agency Shop" contract does not violate the Kansas "Right to Work" Constitutional Amendment, then this Agreement immediately shall be amended to set forth appropriate "Agency Shop" provisions.

#### **ARTICLE IV HOLIDAYS**

A. The following days shall be recog-

nized and observed by the Employer as holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

B. All employees shall be paid for the above holidays when not worked, as if the holiday is a regular workday, provided the employee has worked some part of the holiday week as follows:

B.-1 Full -Time Employees—eight hours straight time pay.

B.-2 Part-Time Employees—pay for the number of hours the employee would normally have been scheduled to work if the day had not been a holiday; a sum which shall not be less than five (5) per cent of the employee's total earnings during the four (4) calendar weeks preceding the holiday.

C. The right to holiday pay shall be forfeited by employees who fail to work their scheduled workday next prior to and after the holiday.

D. Weeks wherein a holiday occurs, the basic work week for all employees shall be thirty-two (32) hours work before overtime, to be worked within

four (4) days. Any employee who works in excess of thirty-two (32) hours and/or four (4) days in a holiday week, excluding work performed on the holiday, shall be paid at the rate of one and one-half (1½) times the employee's straight time classified hourly rate of pay for such work.

E. There shall be no work performed on Thanksgiving Day and Christmas Day. Work performed on New Year's Day, Memorial Day, Independence Day and Labor Day shall be paid for at time and one-half (1½) the employee's regular hourly rate of pay in addition to holiday pay.

F. Holiday work for full-time employees shall be voluntary. Full-time employees shall have preference over part-time employees for holiday work. Part-time employees may be scheduled to work on a holiday if a work shift occurs after all full-time employees have been given preference or asked to work. Part-time employees who are assigned to work on a holiday shall be guaranteed no less than four (4) hours work. Holiday work for full-time employees shall not be less

than eight (8) and not more than nine (9) hours work. However, if shifts of less than eight (8) hours remain, a full-time employee shall have preference over part-time.

G. No employee shall be required to work past 6:00 p. m. on Christmas Eve; except customers in the store shall be served in the regular manner.

## **ARTICLE V VACATIONS**

A. All employees, unless otherwise specifically exempted herein, shall receive an annual vacation with full pay, therefor, as follows:

After one (1) year of employment—  
one (1) week.

After two (2) years of employment  
—two (2) weeks.

After ten (10) years of employment  
—three (3) weeks.

After twenty (20) years of employ-  
ment—four (4) weeks.

B. Full pay for each week of the vacation periods specified above for full-time employees shall mean forty (40) hours times the employees regular hourly rate of pay except as otherwise provided

in this Article.

C. A part-time employee who has been working for his Employer for two (2) years or more continuously shall be allowed a vacation with pay at his straight time hourly rate, pro-rated as follows: The total number of straight time hours worked between anniversary dates of employment the previous year shall be divided by fifty-two (52) to determine the amount of paid vacation due.

C.1. Effective January 1, 1964, a part-time employee who has been working for his Employer for two (2) years or more continuously shall be allowed a vacation with pay at his straight time hourly rate, prorated as follows: The total number of straight time hours worked between anniversary dates of employment the previous year shall be divided by twenty-six (26) to determine the amount of paid vacation due.

D. When any holiday named in Article IV of this Agreement falls within the employee's vacation, an additional day off with pay shall be added to the employee's vacation, or pay given in lieu

thereof.

E. A part-time employee upon termination shall receive vacation pay for any vacation earned and not paid, except as provided in this Article.

F. After a full-time employee has qualified for a vacation he shall receive upon termination, one twelfth (1/12) of an earned vacation's pay at the employee's straight time classified hourly rate for each month worked in excess of the number required for eligibility for earned vacations as set forth in the first paragraph of this Article.

G. Employees terminated for proven dishonesty, or drunkenness or drinking on the job shall be disqualified for benefits as provided herein.

H. Absence from work up to sixty (60) days by a full-time employee within a period of fifty-two (52) weeks due to sickness, injury, or temporary lay-off shall be included for the purpose of determining eligibility for full vacation pay. In the event that a full-time employee is absent from work in excess of sixty (60) days as set forth above whatever vacation pay the employee is

entitled to shall be pro-rated according to straight time hours actually worked.

1. Once an employee's vacation date has been approved, it shall not be changed without the consent of the employee involved. Pay for an earned vacation will be paid at the time an employee goes on vacation.

### **ARTICLE VI PICKET LINE**

It shall not be considered a violation of this Agreement for an employee to support or refuse to cross a legal picket line established because of Union-Labor difficulties, if said picket is authorized by the Kansas City, Missouri or Kansas City, Kansas Central Labor Unions or Retail Clerks International Association. It is further agreed that the employees covered by this Agreement will not respect any picket line until twenty-four (24) hours after the Employer has received written notice from the Union.

### **ARTICLE VII BULLETIN BOARDS**

The Employer agrees to designate a suitable space in the back room of each store to be used as a bulletin board for

Union notices and a copy of this Agreement which shall remain posted at all times.

## **ARTICLE VIII HOURS AND OVERTIME**

A. Forty (40) hours work in five (5) days shall be the basic work week before overtime for all employees. There shall be no split shifts. Eight (8) hours work to be performed within nine (9) consecutive hours with one (1) hour off duty without pay each day for lunch shall be the basic work day before overtime.

B. The overtime rate of one and one-half (1 1/2) times the employee's straight time classified hourly rate shall be paid for all work performed in excess of the basic work day, the basic work week, and/or five days.

C. Work on Sunday and/or an employee's scheduled day off shall be overtime work and shall be in addition to the employee's basic work week. It is understood and agreed that overtime shall not be paid twice for the same overtime hours worked.

D. Sunday work for full-time em-



employees shall be voluntary. Full-time employees shall have preference over part-time employees for Sunday work. Part-time employees may be scheduled to work on a Sunday if a work shift occurs after all full-time employees have been given preference or asked to work. Part-time employees who are assigned to work on a Sunday shall be guaranteed no less than four (4) hours work. Sunday work for full-time employees shall be no less than eight (8) and not more than nine (9) hours work. However, if shifts of less than eight (8) hours remain, a full-time employee shall have preference.

E. All employees shall receive one (1) hour off duty without pay for lunch each day unless the Employer and employee agree to a shorter lunch period. No employee shall be required to work in excess of five (5) continuous hours without a lunch period.

F. All employees working shifts of seven (7) or more hours per day shall be allowed a paid rest period of not less than fifteen (15) minutes for each half ( $\frac{1}{2}$ ) shift worked not to exceed two (2)

rest periods per day. Part-time employees working less than seven (7) hour shifts per day shall be entitled to one (1) fifteen (15) minute paid rest period per day.

G. Night work shall be divided equitably among all qualified full-time employees. The above shall not apply to qualified employees, who, on their own volition, elect to work after 6:00 p. m. A premium of ten (10) cents per hour shall be paid for all work performed between the hours of six (6:00) p. m. and six (6:00) a. m. This clause shall not operate to preclude the assignment of part-time employees to night work.

H. Work schedules shall be posted in the individual stores no later than 12:00 noon Saturday of each week, setting forth days off and the daily hours for each employee for the following week. Work schedules shall show the first and last names of all employees.

I. Senior employees shall be given preference in their choice of available days off. Once a day off is selected by an employee, it shall be regularly scheduled unless a change of day off is

mutually agreed to between the Employer and employees involved.

J. Any employee who is available and reports for duty at the direction of the Employer shall be guaranteed not less than four (4) hours work or four (4) hours pay in lieu thereof, or if not available for the hours actually worked.

## **ARTICLE IX CLASSIFICATION AND WAGES**

A. No employee shall suffer a reduction in his present hourly rate of pay because of the signing of this Agreement, nor shall he be reclassified to defeat the purpose of this Agreement.

B. The Employer, when hiring full-time employees on any of the wage brackets, agrees to advance said employee to the next higher bracket within such time as is designated in the wage schedule.

C. For the purpose of this Agreement, the terms set forth below shall have the following meanings:

C.-1. Full-time Employees: Those employees who regularly work a basic work week for four (4) consecutive weeks. Hours worked by part-time employees

during vacation period and periods of emergency shall be excluded for determining employees classification.

C.-2. Part-time Employees: Those employees who work less than the basic work week.

C.-3-a. Carry-out Boys: These employees shall do no price marking, stocking, unloading of trucks, checking or any work usually performed by clerks. If an Employer allows a carry-out boy to do the work set forth above, he will be warned, and if the second violation occurs, the Union may suspend the right to use carry-out boys in that store for the remainder of the duration of the contract. If carry-out boys are to be used further after this suspension, they shall be paid the clerks' rate of pay.

C.-3-b. Carry-out boys shall be excluded from Articles 4, 5, 8, 10, 15, 16, 17, 18 and 19.

C.-3.-c. Carry-out boys will not be allowed to work more than nine (9) hours per day or thirty (30) hours per week.

C.-4. Night Stock Crewmen: Those employees designated by the Employer

to work regularly one (1) night or more per week as night stock crewmen shall receive a premium rate of fifteen cents (15c) per hour for all hours worked that week in addition to their regular hourly rate of pay. Employees working as night stock crewmen shall not be required to work both Saturday and Sunday night on the same week-end and shall not start work on Sunday until the store is closed to the public. Night stock crewmen working on Sunday as an extension of their Saturday night shift or the beginning of their Sunday night shift shall be exempt from the Sunday overtime provision except for such work that is in excess of their basic work day or basic work week. No night stock crewmen shall be required to work both the eve and the evening of a holiday. Night stock crewmen shall not be required to work Easter Eve.

C.-5. In stores with weekly volume of \$15,000 dollars gross sales or more, excluding meat sales, (this volume shall be computed by dividing the yearly gross sales less meat sales by 52). Two (2) of the top male classifications, Asst.

Mgr. and Head Produce Clerk, shall be appointed and maintained, other classifications presently established shall be maintained. Classified jobs, in stores with weekly sales volume of less than \$15,000 dollars now being recognized shall continue to be staffed by employees so designated but need not be replaced where the Employer does not wish to continue such a classified job.

C.-6. The term emergency provided in paragraph C-1 of this Article is intended to include: fire, breakdown of equipment, absence of other employees, illness, accidents, remodeled or new store openings, death in the family, and change in delivery schedules.

D. Employees working under this Agreement shall receive not less than the following minimum scale of wages, according to their classification.

E. In stores where the following classifications are designated by the Employer, the employee so designated shall receive not less than the following rates:

$\frac{32}{1}$      $\frac{33}{1}$   
 $\frac{37}{1}$      $\frac{38}{1}$

—20—

	EFFECTIVE 3-11-63		EFFECTIVE 6-16-64		* EFFECTIVE 3-22-65	
	Per Hour	Per Week	Per Hour	Per Week	Per Hour	Per Week
<b>CLASSIFICATIONS</b>						
Assistant Manager	\$2.915	\$116.60	\$2.985	\$119.40	\$3.085	\$123.40
Head Produce Clerk	2.915	116.60	2.985	119.40	3.085	123.40
Head Liquor Clerk	2.915	116.60	2.985	119.40	3.085	123.40
First Clerk	2.745	109.80	2.815	112.60	2.915	116.60
Head Cashier—Male	2.65	106.00	2.72	108.80	2.82	112.80
Head Cashier—Female	2.515	100.60	2.585	103.40	2.685	107.40
<b>MALE EMPLOYEES</b>						
First 6 Months	1.815	72.60	1.885	75.40	1.985	79.40
Second 6 Months	1.935	77.40	2.005	80.20	2.105	84.20
Third 6 Months	2.08	83.20	2.15	86.00	2.25	90.00
Fourth 6 Months	2.305	92.20	2.375	95.00	2.475	99.00
After 24 Months	2.54	101.60	2.61	104.40	2.71	108.40

**FEMALE EMPLOYEES**

First 6 Months	1.775	71.00	1.845	73.80	1.945	77.80
Second 6 Months	1.855	74.20	1.925	77.00	2.025	81.00
Third 6 Months	1.935	77.40	2.005	80.20	2.105	84.20
Fourth 6 Months	2.115	84.60	2.185	87.40	2.285	91.40
After 24 Months	2.29	91.60	2.36	94.40	2.46	98.40

**CARRY OUT BOYS**

EFFECTIVE 3-11-63	EFFECTIVE 3-16-64	EFFECTIVE 3-22-65	EFFECTIVE 9-27-65
1.15	1.20	1.25	1.30

—21—

F. A carry-out boy working on Sunday and holidays shall receive a premium of fifty (.50) cents per hour in addition to his straight time hourly rate for work performed on Sunday and holidays.

G. Rates for part-time employees hired shall be determined by accumulation of hours worked. Progression from one six-month bracket to another shall be at the completion of one thousand forty (1040) hours for each bracket. Sunday and overtime hours shall be included.

H. Any employee designated by the Employer to perform the duties of Assistant Manager, Head Produce Clerk, Head Liquor Clerk, First Clerk, or Head Cashier during the absence of the employee normally performing those job classification duties, shall be paid not less than the regular rate of pay for hours spent performing such an assignment, provided that such period of time is equal to or in excess of a basic work week. No employee shall suffer a re-



duction in pay because of such an assignment.

1. A new employee shall receive, within sixty (60) days of starting date of employment, the rate of pay established by his past provable supermarket experience, as shown on his application for employment, provided there has been no more than two (2) years elapsed since the last date of employment. Claims for rate adjustment, based on previous service in industry, must be filed in writing within ninety (90) days from date of employment, otherwise, the employee forfeits any claim under this provision.

## **ARTICLE X**

### **SENIORITY**

A. Seniority is defined as the length of continuous service with the Employer in the bargaining unit. Any of the following events shall be considered a break in length of continuous service, and subsequent employment shall be

deemed to be new employment:

1. Dismissal for just cause.
2. Voluntary quitting.
3. Failure to report to the Employer within twenty-four (24) hours of his absence from work, without good cause.
4. Failure to return to work within one (1) week after being recalled by the Employer by Certified Mail or Telegram at the last known address.
5. Has been laid-off or on leave of absence for a period of more than six (6) months.

B. Seniority shall be recognized with regard to employees covered by this Agreement, in regard to vacancy, transfer, lay-offs and promotion, subject to that employee's relative skill and ability to perform work.

C. A full-time employee shall have seniority over a part-time employee only to the extent that a full-time employee

who is to be laid off or transferred in order of seniority may claim in his store, the part-time schedule calling for the least reduction in the number of hours worked. Part-time employees shall have the same seniority over other part-time employees.

D. A full-time employee with the least seniority in a given store where his full-time services may no longer be required, may elect not to claim full-time employment in another store of the Employer and he may claim seniority over a part-time employee in his own store without prejudicing his full-time seniority with the Employer.

E. A part-time employee shall have the right to claim a part-time position with more hours, when one becomes available in the store in which said employee is employed, based on seniority over other part-time employees, provided such part-time employee has the qualifications and ability to perform the duties of the position claimed.

F. In case of call back after a lay off the last employee laid off shall be the first recalled, and the next to the last laid off shall be the second recalled and so on to the first laid off being the last recalled.

G. Seniority of part-time employees working less than twenty-six (26) hours per week shall for the purpose of lay-offs and rehiring only be on a within store basis.

H. The part-time employees at the top of the seniority list, if they have filed with the Employer in writing their desire to work full-time on a permanent basis shall be given first opportunity based on qualifications for full-time employment within the Employer's stores covered by this Agreement in the Greater Kansas City Trade Area if and when openings for full-time employment occur.

I. In case of layoff out of line of seniority or a major layoff is contemplated, the Union and the Employer agree to meet to discuss the matter first.

## **ARTICLE XI**

### **UNION STORE CARD**

The Union store card shall be displayed in the salesroom without any obligation on the part of the Employer. The Employer shall designate the place where the card is to be displayed.

## **ARTICLE XII**

### **UNION REPRESENTATION**

A. Authorized representatives of the Union shall be allowed to contact employees in the stores of the Employer during working hours, but such visits shall not interfere with the performance of the employee's regular duties.

B. It is further agreed that the Union may appoint shop stewards and committeemen in each store who shall have the authority to see that this Agreement is not violated and adjust minor grievances with the Manager. If such grievances cannot be resolved by the shop steward and the Manager, they shall be

referred to the authorized full-time representative of the Union.

### **ARTICLE XIII DISCHARGES**

A. No employee covered by this Agreement shall be discharged without sufficient cause. Proven dishonesty and drunkenness or drinking while on duty shall be considered sufficient cause for dismissal. The Union shall present all complaints of discharge without sufficient cause to the Employer within seven (7) days after the discharge. If the complaint cannot be adjusted by mutual consent, it shall forthwith be submitted to arbitration pursuant to the arbitration procedure hereinafter provided. The arbitrators shall issue their decision and award within five (5) days from the conclusion of the hearing of the discharge in dispute. This paragraph shall apply to all employees covered by this Agreement.

B. No employee shall be discharged or discriminated against because of

Union activities in upholding Union principles nor shall any such activity by an employee be considered a violation of this Agreement.

## **ARTICLE XIV GRIEVANCES AND ARBITRATION**

A. The properly accredited officers or representatives of both parties to this Agreement shall be authorized to settle any dispute arising out of the terms, application or interpretation of this Agreement, including unjust discharges or layoffs. Complaints regarding unjust discharges or lay offs must be filed in writing with the Union within seven (7) days of such discharge, or layoff, or the member nullifies any further claim regarding same.

B. All grievances must be filed in writing within thirty (30) days after such has happened except in cases of wages due in accordance with Federal and/or State Statutes covering "Wages" as otherwise provided in this Agreement, except as defined in the last paragraph

(Paragraph 1.) of Article IX.

C. In the event the properly accredited officers or representatives of both parties to this Agreement cannot amicably settle any dispute or grievance arising out of the terms, application or interpretation of this Agreement, including unjust discharges or lay-offs within seven (7) days after this said grievance or dispute is reported, the matter shall then be referred to an arbitration board for settlement.

D. The arbitration board shall consist of three (3) arbitrators, one (1) to be chosen by the Employer within three (3) days after the dispute is referred to arbitration, one (1) to be chosen by the Union within that period, and the third to be selected by the first two (2) named arbitrators of the Employer and the Union; provided that the selection of the third man can be made within three (3) days following the appointment of the first two arbitrators.

E. In the event the first two arbitrators cannot agree upon the third arbitrator within three (3) days following their appointment, either the Union or the



Employer may request the Director of the Federal Mediation and Conciliation Service or the American Arbitration Association to furnish no more than two (2) lists of seven (7) arbitrators. The Employer and the Union shall then alternately strike one name from the list until one name remains and such person shall be the arbitrator for determination of the grievance.

F. It is distinctly understood that the arbitration board is not vested with the power to change, modify, or alter this Agreement in any of its parts; the board may, however, interpret the provisions of this Agreement.

G. The arbitration board shall be authorized to hear the case and dispute and render a decision within ten (10) days after the appointment of the third arbitrator. The majority decision of the arbitration board shall be final and binding upon both parties to this Agreement.

H. Expenses incurred in connection with the third arbitrator shall be shared equally between the Union and the Employer.

I. Pending such arbitration and de-

cision, there shall be no lockout, strike, cessation of work, picketing, or any other action by either party which may adversely affect the other during the term of this Agreement unless either party refuses to arbitrate a dispute over the terms, application or interpretation of this Agreement which cannot be settled by mutual consent.

#### **ARTICLE XV FUNERAL LEAVE**

In case of a death in the immediate family of an employee working twenty-six (26) or more hours per week (spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparents, or any relative residing with the employee) said employee shall be paid for a reasonable period of absence to attend the funeral depending upon the circumstances. Paid absence in excess of three (3) days is subject to approval of management.

#### **ARTICLE XVI ACCIDENTS**

All employees covered by this Agreement and working an average of twenty-six (26) or more hours per week shall

receive full pay for the time lost from work because of occupational injury (while on duty for the Employer) until Workmen's Compensation begins providing the employee reports the accident to his Superior promptly.

## **ARTICLE XVII PENSIONS**

A. Effective March 16, 1964, the Employer shall pay five cents (5c) per hour for all hours worked at straight time for all employees covered by this Agreement into an Employer-Union Pension Fund, which shall be jointly administered by the Union and the Employer as provided in an Agreement establishing such Pension Fund.

B. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in the Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan, shall among other things, provide that all benefits under the plan and cost, charges, and expenses of administering the plan and all taxes levied or assessed upon or in respect of said plan or trust

or any income therefrom shall be paid out of the Pension Fund.

C. Said Pension Plan and Trust Agreement establishing the Pension Fund shall be submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said plan is qualified under I. R. C. Section 401, et. seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

D. It is agreed by and between the parties hereto that when the Pension Plan is approved by the United States Treasury Department and the United States Department of Labor and becomes operative and the Employer makes contributions into the Fund, those employees covered by this Agreement shall automatically cease to participate in the Employer's Retirement Plan then in effect.

E. The Employer shall be represented by two (2) of its employees, or some other representative, on the Board of Trustees administering such Pension

Plan. A copy of the Trust Agreement and any amendments thereto shall be made a part hereto as if herein at length set forth, when adopted.

F. If for any reason the United States Treasury Department and the United States Department of Labor withholds approval and rulings satisfactory to the Employer, the parties to this Agreement agree the contribution shall be placed in escrow until a Plan is approved and becomes active.

### **ARTICLE XVIII JURY DUTY**

All employees working an average of twenty-six (26) hours or more per week, if serving on jury duty (not to exceed once each calendar year) shall receive their classified rate of pay for the time required to be absent from their jobs for such service (less what pay they may receive as defined by law for jury services).

### **ARTICLE XIX HEALTH AND WELFARE**

Effective with the April, 1963 contribution the Employer shall contribute twenty-one dollars (\$21.00) per calen-

dar month for each employee represented by the Union who works an average of twenty-six (26) hours or more per week in each calendar month. Such payments shall be made into a Fund known as the Retail Clerks Local Union No. 782 Health and Welfare Trust Fund, which said Trust Fund shall be set up under a Trust Agreement, which will have for its purposes, among other things the providing of health and welfare benefits for employees working for the Employer under the terms and conditions of this Agreement, and their dependents. The nature, type and extent of the health and welfare benefits to be so provided shall be such as the Trustees under said Trust Fund shall in their discretion determine. Details of the plan and benefits shall be attached to and become a part of this Agreement.

## **ARTICLE XX SEPARABILITY CLAUSE**

Any provision of this Agreement which may be adjudged by a court of last resort to be in conflict with any federal or state law shall become inoperative to the extent and duration of

such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that in the event of a conflict between any provision of this Agreement and such federal or state law, the remainder of this Agreement shall remain in full force and effect. The employer and the Union agree that substitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

### **ARTICLE XXI ABILITY**

In consideration of the foregoing Articles by and between the Employer and the Union, the employees, through their representatives, agree to faithfully perform the duties assigned to them to the best of their ability and to use their best efforts to promote the business of the Employer at all times.

### **ARTICLE XXII PREVIOUS AGREEMENTS**

This Agreement cancels and supercedes all conditions and previous agreements between the parties either written or oral.

THIS AGREEMENT IS SIGNED THIS  
8 DAY OF APRIL, 1963.

FOR THE UNION:

HARRY HESS.

FOR THE EMPLOYER:

HAROLD AUDSLEY, Milgram

ADOLF ERNST, A & P .



Members Name .....

Address St. ....

City ..... State.....

Home Phone .....

Blood Type .....

Social Security No. ....

.....

In Case of Accident Notify: .....

.....

Address .....

Phone .....

Physician's Name .....

Phone .....

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