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AGREEMENT

Between

PHILADELPHIA FOOD STORE EMPLOYERS LABOR COUNCIL

And

WAREHOUSE EMPLOYEES UNION LOCAL #169 - Affiliated with The International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Independent

Effective July 14, 1974 to and including January 29, 1977

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Warehouse Employees' Union Local 169
7/14/74 to and including 1/29/77

AGREEMENT

SECTION 1 - PARTIES TO THE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 1974between _____ (hereinafter referred to as "Employer"), a participating member of Philadelphia Food Store Employers' Labor Council (hereinafter referred to as "Employers Council") and the WAREHOUSE EMPLOYEES' UNION, LOCAL NO. 169 of Philadelphia, Pennsylvania, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union").

WITNESSETH:

SECTION 2 - PURPOSE

A. WHEREAS, the Employers Council is an employer association of food chains, retail cooperatives, wholesalers, institutional distributors and other food distributors in and about the Greater Delaware Valley Area and, as bargaining agent for its member companies, has negotiated with the bargaining committee of the Union; and

B. WHEREAS, the parties hereto, through industry-wide bargaining, desire to establish uniform standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious and efficient cooperation and mutual benefit.

SECTION 3 - CONSIDERATION

A. NOW, THEREFORE, in consideration of the performances in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, the parties agree to and with each other as follows:

SECTION 4 - UNION RECOGNITION

A. The Employer recognizes the Warehouse Employees' Union, Local No. 169, as the sole and exclusive bargaining agency during the life of this Agreement for all its warehouse employees classified herein employed by the Employer in Philadelphia, Pennsylvania, and vicinity.

B. Should any member of Warehouse Employees' Union, Local No. 169 be suspended or expelled from Local No. 169 for nonpayment of dues, the Employer agrees to discharge such person or persons within seven (7) days after receiving word in writing from the officials of Local No. 169.

SECTION 5 - HIRING EMPLOYEES

A. The Employer shall be free to hire additional help from any source where they are available. In doing so, if the Union has any available, they will be considered. If any fully qualified journeymen grocery warehousemen trained by any grocery warehouse in the Philadelphia area are available, they shall be given priority in the hiring; and so long as acceptable journeymen grocery warehousemen are available, additional trainees will not be started. In any event, any employees so engaged and retained who are not already members of the Union shall be required to become members of the Union upon completion of thirty (30) days employment. The Union shall admit such employees to membership basis at the initiation fees, and at the membership dues prescribed by the Constitution and By-Laws of the Union.

B. Every new employee shall be on probation for a period of thirty (30) days, and during such period the Employer may dispense with his or her services for any reason without any question or objection by the Union or employee.

C. On a specified date each month the Employer (warehouse superintendent) shall give to the Union a written list of all new employees employed during the previous month and retained for more than thirty (30) days.

D. Employees may be hired as replacements for employees who are on vacation or for employees who are absent, on a one for one basis, but such employees shall not become seniority employees. Employer shall make the required contributions to the Health and Welfare Fund and to the Pension Fund for each hour worked by such employees as elsewhere provided in the Contract. See Schedule "F" for further clarification on use of casuals.

SECTION 6 - CHECKOFF

Upon receipt of proper written authorization from an employee, the Employer agrees to deduct from the wages of said employee dues and initiation fees as listed by the Union, in duplicate schedules, which will be furnished to the Employer during the week preceding that in which the deduction is to be made. Also, upon receipt of proper written authorization from an employee, the Employer agrees to deduct from the wages of said employee Credit Union payments as designated by the employee in accordance with the rules and regulations as set forth by Local 169 for a Federal Credit Union. It is understood that any authorization for payroll deduction shall be voluntary on the part of the employee and may be cancelled at yearly intervals or at the termination date of this Agreement, whichever occurs first.

SECTION 7 - INDEMNIFICATION

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees and Credit Union payments made pursuant to the provisions of this Agreement.

SECTION 8 - MANAGEMENT AUTHORITY

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A. It is recognized that the well-being of both parties is directly dependent upon the skill and efficiency and methods of operation with which the business of the Employer is conducted, and that any assumption of the functions of the management by representatives of the Union is contrary to the intent and purpose of this Agreement. Union agrees to do everything within its power by full cooperation with Employer to bring about the most efficient operation.

B. The authority and responsibility for the management of the business shall repose exclusively in the Employer and its appointed representatives, and the Union or its representatives shall not interfere with the exercise of such authority and responsibility. The Employer maintains its inherent right to transfer employees from one department or assignment to another or to assign employees, whether male or female, as operating procedures may require, but not from one warehouse to another, and to introduce mechanization changes or palletized loading or the use of other equipment as may arise out of the requirements of its business; however, the Employer agrees to discuss in advance with the Union any broad changes in its operation which would result in the elimination of jobs for members of Local No. 169.

SECTION 9 - RATES OF PAY

Job classifications shall continue. Job classifications and minimum wage rates are set forth in Schedules A and B, attached hereto and made a part of this Agreement.

SECTION 10 - NIGHT SHIFT RATES

Any scheduled shift of regular employees starting work after 2:00 p. m. and until 4:00 a. m. (inclusive) shall be considered as employed on night work and shall be paid, while so employed, a premium wage of fifteen cents (15¢) per hour above the regular established hourly rate of pay for the position which he or she may hold.

SECTION 11 - PREFERENCES

Employees working on night warehouse shifts shall have preference when permanent vacancies occur in day warehouse shifts excluding vacation replacements; details as to ability, seniority, permanence of job and similar matters are to be discussed and arranged between the superintendent of the warehouse and the steward of the Union.

SECTION 12 - FAIR DAY'S WORK

It is agreed that each employee is obligated to give a fair day's work. Such obligation shall not be measured by use of industrially engineered standards, but may be measured by any other applicable criteria. Failure to give a fair day's work shall be cause for discipline.

SECTION 13 - RATES ON TRANSFERS

Employees permanently transferred from either a higher rated job or a lower rated job shall receive the rate for such job to which they are permanently transferred as shown in Schedule "A"; but employees working on a higher rated job for two (2) hours or more during any day shall be paid at the higher rate for the time worked. No employee shall refuse work to which he may be temporarily assigned.

SECTION 14 - WORK WEEK

A. The work week for regular day shift warehouse employees covered hereby shall consist of not more than forty (40) hours to be performed in no more than five (5) days of eight (8) hours each, Monday through Friday inclusive.

B. For all other warehouse employees the work week shall consist of not more than forty (40) hours to be performed in not more than five (5) days of eight (8) hours each.

C. The Employer shall have the right to set such normal work schedules for the various groups covered hereby as from time to time shall best fit the Employer's needs. The Employer shall have the right to change these work schedules, but except in cases of extreme temporary emergencies, such changes shall be posted at least three (3) days in advance.

SECTION 15 - DAILY GUARANTEES

A. Employees reporting at the hour designated for their scheduled day's work shall be guaranteed eight (8) hours work for that day unless they shall have been notified the previous day not to report the following day. Employees ordered in for Saturdays shall be guaranteed four (4) hours work. Furthermore, maintenance men who have completed their work and clocked out and who are called back shall receive a minimum of four (4) hours call-back pay. This shall not apply in the case of maintenance men who are called in early. In these cases overtime will be paid for the time worked before their regular starting time. This provision will not apply in the case of strikes, acts of God, power failure or other reasons beyond the control of the Employer.

B. Extra employees shall be guaranteed a minimum of eight (8) hours work for each day worked.

SECTION 16 - OVERTIME RATE

Overtime shall be paid for over forty (40) hours work in any week or over eight (8) hours work in any day, but not for both. Overtime shall be paid for at the rate of time and one-half. Any employee or group working overtime will not be given time off to offset the overtime work. The Union fully recognizes that it is a primary purpose to move merchandise to the stores and, therefore, agrees that it will do everything in its power to have a sufficient number of employees available to perform the job in overtime assignments. Although the parties recognize that individual overtime is voluntary, a failure to report for overtime accepted, or to notify the Employer

Section 16. Overtime Rate (continued)

of inability to report shall be cause for discipline. Furthermore, any concerted refusal to work overtime is a violation of this Agreement and shall subject each employee participating in the refusal to disciplinary action.

SECTION 17 - UNION ACTIVITIES

Employees shall refrain from participation in Union activities during work hours, except as otherwise provided in this Agreement.

SECTION 18 - SUNDAY RATE

All regular warehouse work performed on Sunday shall be compensated for at the rate of double time, except where past practices have provided for different compensation.

SECTION 19 - HOLIDAYS AND HOLIDAY PAY

A. The following holidays will be granted and eight (8) hours' straight time pay, according to the regular work schedule of hours, shall be paid to regular full time employees under the terms and conditions outlined below:

1 New Year's Day
2 Easter Monday
3 Memorial Day
4 Fourth of July
5 Labor Day
6 Thanksgiving Day
7 Christmas Day

B. Each regular full time warehouse employee covered by this Agreement shall be granted two (2) personal holidays. The following conditions are attached to the personal holidays:

(1) The employee must have completed ninety (90) days of service.

(2) The personal holidays may not be added to vacation time.

(3) The personal holidays may not be taken during a week in which one of the stated holidays above occurs.

(4) These two personal holidays must be taken at a time mutually agreeable to both Employer and employee and in a manner so as not to interfere with the efficient operation of the business.

(5) One personal holiday must be taken during the first six (6) months of the calendar year and the second during the last six (6) months of the calendar year.

(6) Effective January 1, 1975, there will be a total of three (3) personal holidays to be taken in the following manner: one (1) during the first four (4) months of the calendar year, one (1) during the second four (4) months of the calendar year and one (1) during the third four (4) months of the calendar year.

(7) Effective January 1, 1976, there will be a total of four (4) personal holidays to be taken in the following manner: one (1) during the first three (3) months of the calendar year, one during the second three (3) months of the calendar year, one during the third three (3) months of the calendar year and one during the fourth three (3) months of the calendar year.

C. To be eligible for holiday pay for the holidays listed in paragraph A above, employee must have completed thirty (30) days of employment and such holiday or pay for same shall not be retroactive to the date of original hire.

D. Unless requested to do otherwise by the Employer, employee must take the day off.

E. To receive such holiday pay an employee must be at work on the working day preceding and following any such holiday unless the employee is on vacation on either or both of said dates.

F. An employee otherwise eligible for holiday pay shall receive holiday pay where his absence the day before and/or after was caused by a legitimate reason acceptable to Employer or by illness or accident to employee, providing such illness or accident is of such serious nature as to require employee to remain away from work, the serious character of the illness or accident to be attested by a reputable physician.

In the case of an employee's excused illness or accident, such employee will be eligible for the succeeding holiday only if the employee returns to work during the interim period between holidays.

G. All regular warehouse work performed on the legal holidays listed above in paragraph A (excluding personal holidays listed in paragraph B) shall be compensated for as provided above, plus double time for the actual number of hours worked.

H. Paragraphs 18 and 19G shall not apply to employees whose regularly assigned duties require them to work on Sundays and/or any or all of the holidays named. In addition, any employee receiving the night shift differential shall receive as his or her holiday (other than the personal holidays) the work day immediately preceding the calendar holiday and shall be paid at regular straight time rates for any work performed on the actual calendar holiday.

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SECTION 20 - HOLIDAY WORK WEEK

All work, exclusive of work performed on the said holidays or on Sundays of the holiday week as above provided, by any regular full time employee over thirty-two (32) hours in any week in which any of the above mentioned holidays occurs (except when the holiday falls on a Saturday) shall be compensated for at the rate of time and one-half. In such weeks where the holiday falls on a Saturday, the said compensation shall not be paid or expected until forty (40) hours have been worked.

SECTION 21 - VACATIONS

The vacation program shall be as set forth in Schedule "C" attached hereto and made a part hereof.

SECTION 22 - WELFARE

A. Effective July 14, 1974 and for the duration of this Agreement, the Employer shall contribute to a jointly administered Welfare Fund on behalf of each employee covered by this Agreement, for each straight time hour worked, up to a maximum of forty (40) hours per week, the amount necessary to maintain the plan of benefits set forth in Schedule "D". It is agreed that the actual rate of contribution to the Welfare Fund shall be determined by an independent actuary acceptable to both the Employers Council and the Union.

B. In addition to the contributions required under the terms of paragraph 22-A above, the Employer shall make the following contributions on behalf of each employee covered by this Agreement, for each straight time hour worked up to a maximum of forty (40) hours per week. The following contributions shall be used by the Trustees of the Welfare Fund to pay for improvements in the benefit program as more fully set forth in the Memorandum of Settlement dated June 30, 1971 and in Schedule "D-1".

1. Effective July 14, 1974, the Employer shall contribute ten and three-quarter cents (10 3/4¢) in accordance with the conditions set forth in paragraph B above.

2. Effective on a date to be determined by the Trustees of the Welfare Fund the Employer shall contribute an amount, as determined by the Trustees, necessary to support additional Accident and Sickness benefits as set forth in Schedule D-1, paragraph E. Such contributions shall be made in accordance with paragraph B above.

3. Effective January 1, 1975, the Employer shall contribute an additional two and one-half cents (2 1/2¢) in accordance with conditions set forth in paragraph B.

Section 22 - Welfare (continued)

4. In addition to the contribution amounts specified above the Employer shall, in the event of determination by the Trustees of the Welfare Fund of a need for additional contributions to support the Pre-Paid Prescription Program, contribute, beginning on a date specified by the Trustees, an additional one-half cent (1/2¢) per hour in accordance with conditions set forth in paragraph B.

C. For all full time employees actively at work for more than three (3) continuous months next preceding July 14, 1974 contributions by the Employer shall commence July 14, 1974. For full time employees who have not completed such service by that date or who are hired subsequent to that date, contributions by the Employer shall commence on the first day of the calendar month following comletion of three (3) months of continuous active service. However, in the case of a full time employee who was formerly a member of the Plan and employed by a contributing member, party to this Agreement, contributions would become effective immediately, provided such employee is hired by another contributing employer, party to this Agreement, within thirty (30) days of separation.

D. The Welfare Fund, whose participants shall be limited to the food distribution employees represented by Local 169, shall be governed by a Board of Trustees of equal members to be designated by the Employers Council and the Union, under a trust agreement mutually agreed upon by the parties.

SECTION 23 - PENSION

Employer agrees to contribute to the "Warehouse Employees' Union Local 169 and Employers Joint Pension Trust" as more particularly set forth in Schedule "E" attached hereto and made a part hereof.

SECTION 24 - REST PERIODS

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Regular full time employees shall be granted two (2) fifteen (15) minute rest periods during each eight (8) hour shift, these rest periods will be scheduled by the warehouse superintendent, one (1) to be during the first part of the shift and one (1) during the second part of the shift.

SECTION 25 - FUNERAL LEAVE

In the case of a death in the immediate family (namely, the death of a parent, legal guardian, spouse, child, brother, sister, parent-in-law or grandparent) of a full time employee requiring the employee's absence from his regularly scheduled assignments for the purpose of arranging or attending the funeral, the employee shall be granted a leave of absence up to three (3) days. Where the employee's normal time off falls within the three (3) day period, he will be reimbursed for that portion of time normally scheduled for work, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary.

SECTION 26 - JURY DUTY

Employees actually serving on juries will receive the difference between their straight time weekly basic pay and the amount received while on jury duty. They will be expected to work on the days when the jury is not in session.

SECTION 27 - PRIVILEGES

All privileges not covered hereby shall continue as heretofore and shall not be eliminated or abridged by virtue of the signing of this Agreement.

SECTION 28 - SENIORITY

A. Straight seniority shall prevail in each individual warehouse coming within the provisions of this Agreement, particularly as to layoffs and reemployment. Promotions, transfers from one job to another, or from one department to another within the warehouse, or for assignments for overtime work, shall be conditioned upon the ability and practicability of the employee to perform the duties of the job to which seniority privileges may otherwise entitle him.

B. On job bidding there shall be a trial period of up to thirty (30) calendar days excluding time out for absence due to illness, accident, or vacation.

C. The Company shall supply a written seniority list to the Union every six (6) months as close as possible to January 1 and July 1.

D. In determining which of employees hired on the same date shall have greater seniority for competitive purposes under the Agreement where under normal circumstances their seniority is identical, parties involved shall determine relative seniority by lot, or by any other method mutually acceptable. This determination shall be made on the day after the expiration of the probationary period. Present employees hired on the same date shall have their seniority determined in the same way, within thirty (30) days of ratification of the new Agreement.

Section 28 - Seniority (continued)

E. There shall be a six (6) month limitation on bidding on rated jobs only. This will not prevent an employee from moving from day to night or vice versa.

F. Down bidding from rated jobs will be permitted where a permanent job is posted for bidding.

G. In order to fill the rated job, the opening shall be posted for bid and if not filled by that seniority group shall be open to other seniority groups in the warehouse. If not filled, the Company shall be free to hire from the outside or work out a method of assigning the junior employee to the job in lieu of layoff.

H. Cross bidding will be permitted from one job classification to another with the same rate of pay. (The Company shall be under no obligation to fill the job vacated as a result of an employee cross bidding.)

I. Seniority shall terminate for the following reasons:

1. Resignation, retirement or discharge for just cause.
2. Failure to comply with the terms and conditions of a leave of absence.
3. Layoff in excess of twenty-four (24) months.
4. Failure to report for work within three (3) days when recalled from layoff status.
5. Absence due to illness for a continuous period in excess of twenty-four (24) months.

SECTION 29 - DISMISSALS

The shop committee, as hereinafter described, shall be notified of all proposed dismissals at least twelve (12) hours before actual separation, except in the case of dismissals for cause, which may be made immediately upon notice to the shop committee.

SECTION 30 - APPEALS

The Union reserves the right to question and investigate any dismissal for cause. Appeal by the Union for reconsideration must be processed in accordance with the grievance procedure provided for in Section 34. When just cause exists the Union shall not ask to have the dismissed employee reemployed. If the Union and the Employer fail to agree as to whether the cause is justified, the question shall be submitted to arbitration as provided in Section 34 (3) a.

SECTION 31 - CAUSES FOR DISMISSAL

The Employer shall have the right to discipline or discharge any employee for just cause.

SECTION 32 - SHOP COMMITTEE

A. The Union shall appoint a shop committee of not more than six (6) in any warehouse covered hereby. One (1) member of the said shop committee shall be designated by the Union to act as shop chairman or steward. In shops employing ten (10) men or less, a shop steward only shall be appointed and he shall be the shop committee and the shop chairman. Under no circumstances shall the steward be empowered to call a stoppage or slowdown of work.

B. The shop committee shall be the Union's representative(s) in the warehouse and in the case of a slack season they shall be the last employees to be laid off, provided they can perform available work.

SECTION 33 - LAYOFFS

The Employer will give all regular employees three (3) working days notice of layoffs for lack of work, or regular straight time pay in lieu thereof, provided the layoff is for thirty (30) days or more. This provision will not apply in case of layoffs caused by strikes, acts of God, power failure, or other reasons beyond the control of the Employer.

SECTION 34 - GRIEVANCE PROCEDURE AND ARBITRATION

All disputes between the parties concerning the interpretation or application of the terms of this Collective Bargaining Agreement shall be resolved, provided they are brought to the attention of the parties as promptly as possible, but within ten (10) days of their occurrence, in accord with the following procedure:

1. The dispute shall first be discussed between the Shop Chairman or Steward and the Employer.

2. In the event of a failure of the parties to settle the dispute, it shall then be referred in writing to the Business Representative of the Union and the Employer within ten (10) days of step 1 hearing. These parties will then further discuss the dispute.

3. In the event of the failure of the parties to settle the dispute at this level, it may then be referred by either party to impartial arbitration as follows:

   a. The party requesting arbitration shall advise the other party in writing of the exact dispute it wishes to submit to arbitration.

b. After said notification representatives of the parties shall meet to select an arbitrator to conduct a prompt hearing or either party, at its option, may have the right at any time to waive or terminate such meeting to select an arbitrator as aforenoted by letter to the Philadelphia Regional Office of the American Arbitration Association submitting the dispute to arbitration pursuant to the rules of the American Arbitration Association; provided, however, that in discharge disputes arbitration shall be through the American Arbitration Association and the hearing shall be held within three (3) weeks after the separation and the decision shall be issued within two (2) weeks after the hearing.

c. No more than one dispute shall be submitted to one arbitrator selected in accordance with the provisions of paragraph 3b above except for disputes arising out of the same facts.

d. The decision of the arbitrator shall be final and binding on both parties, and the costs of the arbitrator shall be borne equally by both parties.

e. Nothing contained in this Agreement shall require or permit arbitration of a change in the terms of this Agreement nor permit to be brought before arbitration any grievance or dispute arising outside the terms and conditions of this Agreement.

4. a. The right of the Employer or the Union to seek injunctive relief in Court against action in breach of the No Strike - No Lockout clause without submission to the grievance and arbitration procedures of this article is expressly recognized by the parties.

In the alternative, either party, in the event of an alleged or asserted breach of the No Strike-No Lockout clause, may institute expedited arbitration by telegram to the American Arbitration Association (AAA) and the other party. The AAA shall designate the arbitrator within twenty-four (24) hours of receipt of telegram. The arbitrator shall hold the hearing as promptly as possible, but in no event later than twenty-four (24) hours after the receipt of notice. The Arbitrator's award shall issue as soon as possible but in no event

later than three (3) hours after the conclusion of the hearing. The award, which shall be effective immediately, shall be in writing but may be issued without a written opinion. If either party requests an opinion, the arbitrator will issue one within a reasonable time, but this shall not affect the validity of the award or interfere with or delay in any way the enforcement of the award. The arbitrator may award injunctive relief and other appropriate relief. Failure of any party to attend the arbitration hearing as scheduled and noticed by the AAA shall not delay arbitration, and the arbitrator is authorized to proceed to take evidence as if such party were present.

b. The issue of damages for breach of the No Strike-No Lockout clause may be raised only before an arbitrator; provided, however, that the arbitration on this issue shall be conducted in accordance with paragraph 3.b.

5. Failure to comply within specified time limits shall terminate the appeal or grievance.

SECTION 35 - NO INTERFERENCE

It is agreed that no dealer, farmer, trucker, seller, or supplier, or supplier's agent, not involved in a strike issue of his own, shall be intimidated, obstructed, or interfered with by the Union or its members, without regard to Union or non-union affiliations, in their normal and ordinary transaction of business with the Employer.

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SECTION 36 - NO STRIKES OR LOCKOUTS

It is mutually agreed that there shall be no strikes, lockouts, or stoppages of work, during the life of this Agreement. The Union shall use every effort to prevent cessation of work by any of its members employed by the Employer, for any cause, but especially for the following reasons: (a) Union jurisdictional disputes; (b) sympathy strikes; (3) general strikes. The Employer and the Union will work toward harmonious cooperation so that no provocation either on the part of a Union steward or Employer representative may lead to any disruption of operations. It shall not be a violation of this Agreement for an employee covered hereunder to refuse to cross a picket line which has the approval of the International Union and Teamsters' Joint Council 53 and after the Employer has been given notice of seventy-two (72) hours.

SECTION 37 - JOB SECURITY

Before any new employees are hired at Employer's warehouse covered by this Agreement, employees from another warehouse (of the Employer) covered by this Agreement whose work has been transferred shall be given the opportunity to follow their work to the warehouse in question.

SECTION 38 - SUPERVISORS

A. The Union will not solicit or accept superintendents or their assistants, supervisors or nonworking foremen and watchmen for membership in the Union.

B. Work by supervisory employees for the purposes of instruction and/or self-instruction, or during emergencies or relief periods is to be permitted at all times.

C. The provisions of this Agreement as to hours shall not apply to foremen and salaried employees.

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SECTION 39 - UNION OFFICIALS ABSENCE

Officers and delegates of the Union requiring temporary leave of absence on Union service shall be granted same upon reasonable written notice and shall, at the end of same, be guaranteed reemployment without loss of seniority at their former wage rate, plus any increase, or less any reduction, that may have become effective during their absence, provided they can perform available work.

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SECTION 40 - COST OF LIVING

All employees covered by this Agreement shall be covered by the provisions of a Cost of Living allowance, as set forth in this Section.

The amount of the Cost of Living allowance shall be determined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (all items) published by the Bureau of Labor Statistics, U. S. Department of Labor (1967=100, All Cities)" and referred to herein as the "Index".

The Cost of Living allowance shall be effective the first pay period beginning on or after July 11, 1976, based on the difference between the Index figure of March 1975, and the Index figure for February 1976.

Adjustments in the Cost of Living allowance shall be made on the basis of changes in the Index as follows:

There shall be an increase of 1¢ per hour for every full .4 points increase in the Index.

For example:

Allowance Per Hour	
First	.4 points 1¢
Second	.4 points 2¢
Third	.4 points 3¢
Fourth	.4 points 4¢
Fifth	.4 points 5¢
Sixth	.4 points 6¢
Seventh	.4 points 7¢
Eighth	.4 points 8¢
etc.	

There shall be a maximum of 11¢ an hour adjustment under the above allowance, but a minimum increase of 8¢ an hour shall be guaranteed under such allowance. In the event that the Bureau of Labor Statistics shall not issue the appropriate Index on or before the beginning of the pay period referred to herein, any adjustment in the allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such Index. No adjustments, retroactive or otherwise, shall be made in the amount of the Cost of Living allowance due to any revision which later may be made in the published figures for the Index for any month on the basis of which the allowance has been determined. The Cost of Living allowance shall not become a fixed part of the base rates for any classification.

A decline in the Index shall not result in a reduction of classification base rates.

SECTION 41 - TERM OF AGREEMENT

This agreement shall continue in effect from July 14, 1974 to and including January 29, 1977, and thereafter from year to year unless either party shall serve notice, in writing, at least sixty (60) days prior to any such termination date, of a desire for termination of, or for changes in, the Agreement. Should either party desire such changes, it is agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes, and said negotiations shall proceed until the changes have been satisfactorily determined. Pending the determination of the negotiations, the terms and conditions of employment herein provided shall prevail and any changes in compensation made as a result of the negotiations shall be retroactive to the said termination date.

SECTION 42 - VALIDITY

Should any article, part or paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective, or unenforceable, said article, part or paragraph shall not affect the validity and enforceability of any other article, part or paragraph hereof, and the remainder of the Agreement shall continue in full force and effect.

SECTION 43- SIGNATURES

IN WITNESS WHEREOF this Agreement has been signed this _____ day of _____, 1974 by the duly authorized representatives of the parties hereto.

FOR THE EMPLOYER:

FOR THE UNION:

APPROVED:

PHILADELPHIA FOOD STORE EMPLOYERS' LABOR COUNCIL

By: _____
President and Chairman of the Negotiating Committee

_____
Vice President

_____
Secretary-Treasurer

SCHEDULE A

Effective on the dates indicated, all regular full time employees shall be granted the following across-the-board increases:

A-36-38 002 A39-41 004

	EFFECTIVE		
	7/14/74 Per Hr.	7/13/75 Per Hr.	7/11/76 Per Hr.
General Warehouse (Heavy)	.50	.34	.34
General Warehouse (Light) and Warehouse Clerks	.35	.20	.20

A-33 2

All regular full time employees shall receive the above increases or the following minimum rates, whichever is greater, effective on the dates indicated:

C32/1

REGULAR FULL TIME WAREHOUSE EMPLOYEES

RATES FOR FULLY QUALIFIED EMPLOYEES AFTER FULL TRAINING-except employees holding red circle rates:

	EFFECTIVE					
	7/14/74 to and incl. 7/12/75		7/13/75 to and incl. 7/10/76		7/11/76 to and incl. 1/29/77	
	Per Hr.	Per Week	Per Hr.	Per Week	Per Hr.	Per Week
HEAVY WORK						
Labor-Light	$6.30	$252.00	$6.64	$265.60	$6.98	$279.20
Labor General, Order Assemblers, Machine Operators	6.35	254.00	6.69	267.60	7.03	281.20
Labor in coolers, Machine Setup, Hand Operated (Elevating Type) Forklift Truck Operator	6.375	255.00	6.715	268.60	7.055	282.20
Checkers, Receivers, Forklift Truck Operators	6.50	260.00	6.84	273.60	7.18	287.20
Jitney Operator	6.425	257.00	6.765	270.60	7.105	284.20
Cold Storage Men	6.55	262.00	6.89	275.60	7.23	289.20
Elevator Operator	6.40	256.00	6.74	269.60	7.08	283.20
Coffee Roaster-Learner	6.325	253.00	6.665	266.60	7.005	280.20
Coffee Roaster-Journeyman	6.45	258.00	6.79	271.60	7.13	285.20
Maintenance Men	6.655	266.20	6.995	279.80	7.335	293.40
LIGHT WORK						
Labor-General	4.05	162.00	4.25	170.00	4.45	178.00
Warehouse Clerks	4.10	164.00	4.30	172.00	4.50	180.00

The selector and loader shall be one job, namely, "Selector-Loader" or "General Warehousemen-Heavy".

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In addition, the Employer may determine the size of crews.

C52/2

The Employer will provide adequate work clothing for maintenance employees

SCHEDULE B

"WAREHOUSE TRAINEES" who qualify for employment during the term of this Agreement shall receive the following minimum rates as of the dates indicated below:

	EFFECTIVE					
	7/14/74 to and incl. 7/12/75		7/13/75 to and incl. 7/10/76		7/11/76 to and incl. 1/29/77	
HEAVY WORK	Per Hr.	Per Week	Per Hr.	Per Week	Per Hr.	Per Week
Starting rate	$6.025	$241.00	$6.365	$254.60	$6.705	$268.20
After 60 days (on the 3rd wage adjustment day)	6.15	246.00	6.49	259.60	6.83	273.20
After 4 months (on the 5th wage adjustment day)	6.35	254.00	6.69	267.60	7.03	281.20
LIGHT WORK						
Starting rate	3.775	151.00	3.975	159.00	4.175	167.00
After 60 days (on the 3rd wage adjustment day)	3.85	154.00	4.05	162.00	4.25	170.00
After 4 months (on the 5th wage adjustment day)	4.05	162.00	4.25	170.00	4.45	178.00

SCHEDULE C-1

VACATION PROVISION - ACME MARKETS, INC.

The Employer will grant a paid vacation as set forth under Section A and subject to the conditions under Section B of this Schedule to eligible employees covered by this Agreement.

Section A - Types of Vacation Grants

Length of Continuous on-the-job Service	Regular Full Time Employees
1. More than three (3) months but less than one (1) year on May 1 of the calendar year.	1/12 of a week's basic straight time wage for each full month's service prior to May 1.
2. One (1) year or more but less than three (3) years on May 1 of the calendar year.	One (1) week
3. Three (3) years or more but less than eight (8) years on the Saturday nearest September 30 of the calendar year.	Two (2) weeks
4. Eight (8) years or more but less than fifteen (15) years on the Saturday nearest September 30 of the calendar year.	Three (3) weeks
5. Fifteen years but less than twenty-five (25)* years on the Saturday nearest September 30 of the the calendar year.	Four (4) weeks
6. *Twenty-five (25) years or more on the Saturday nearest September 30 of the calendar year.	Five (5) weeks

*Effective 1975 vacation "twenty-five" shall read "twenty".

Section B - Conditions

1. A regular full time employee is defined as one who is regularly and continuously scheduled to work at least forty (40) hours per week.

2. The "vacation period" shall be defined as that period beginning May 1 and ending on the Saturday nearest September 30, except the third, fourth and fifth week's vacation will be scheduled by the Company as business operations permit during the "vacation year", i.e., May 1 through the following April 30.

3. Unused vacation grant may not be carried over to the following vacation year.

Schedule C-1 - Vacation Provision, Acme Markets, Inc. (continued)

4. All vacation pay shall be calculated on the employee's basic straight time hourly rate.

   a. If an employee is regularly and continuously scheduled to work on a night shift for which a fixed night differential is paid, such differential shall be part of his basic hourly rate for the purpose of computing vacation pay. Night differential does not include premium overtime rates of pay.

5. Vacation selections will be granted on a seniority (length of continuous on-the-job service) basis, so far as possible, preference as to dates being given in the order of length of such service. Vacation schedules must be so arranged as not to interfere with the regular and efficient conduct of business of the Company.

6. Unless the business of the Company directs otherwise, vacation grants up to and including two weeks will be taken in consecutive days within the vacation period.

7. Employees whose allotted vacation period includes a paid holiday will be granted one day's basic straight time wage in addition to the vacation grant but no extension of time.

8. Monthly vacation credits do not accrue in the case of:

   a. Layoffs of more than thirty (30) days.

   b. Part time employees, student employees, nonregular employees, temporary help hired for peak or seasonal periods.

   c. Leave of absence exceeding thirty (30) days.

   d. Absence for other reasons except as provided in paragraph 9 below.

   e. Except as provided by law (see paragraph 10).

9. Eligible employees absent from work due to on-the-job (Workmen's Compensation) injury sustained during the vacation year will nevertheless be entitled to their vacation grant for that particular vacation year.

   Eligible employees absent from work due to nonoccupational accident and sickness, for a cumulative period not to exceed six months (6/12) within the vacation year will, nevertheless, be entitled to their vacation grant for that particular vacation year. In the event of absence in excess of six months, employees will be entitled to 6 /12 of the annual vacation grant, plus an additional 1/12 for each full month actively on the job during the vacation year.

Schedule C-1 - Vacation Provision, Acme Markets, Inc. (continued)

10. a. Employees entering the U. S. Armed Forces will be paid their earned pro rata vacation grant through the last day of the month of active employment.

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b. In compliance with the Selective Service and Training Act, returning veterans who re-enter the Company's service within the vacation period (defined Section B, paragraph 2) will be paid one-twelfth (1/12) of the annual vacation grant for each full month on the job during the vacation period.

c. Veterans who re-enter the Company's service after the final day of the vacation period (defined Section B, paragraph 2) will become eligible for their earned vacation grant during the following vacation period as qualified in Section B, paragraph 2.

d. Company on-the-job service interrupted by induction into the U. S. Armed Forces will be considered as continuous in determining the length of continuous on-the-job service required for eligibility for various types of vacation grants.

SCHEDULE C-2

RULES GOVERNING VACATION PLAN FOR THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.

1. All full time employees shall be granted one (1) week's uninterrupted vacation with full pay for one (1) year of full time service and two (2) weeks uninterrupted vacation with full pay for three (3) years' full time service.

2. All full time employees shall be granted three (3) weeks vacation with full pay for eight (8) years continuous full time service, two (2) weeks uninterrupted and one (1) week additional at a time convenient to both the Employer and the employee.

3. All full time employees shall be granted four (4) weeks vacation with full pay for fifteen (15) years continuous full time service, two (2) weeks uninterrupted and two (2) weeks additional at a time convenient to both the Employer and the employee.

4. All full time employees shall be granted five (5) weeks vacation with full pay for twenty-five (25)*years continuous full time service, two (2) weeks uninterrupted and three (3) weeks additional at a time convenient to both the Employer and the employee.

5. In the event the services of an employee are terminated, voluntarily or involuntarily, except for discharge due to dishonesty, and before the vacation earned time has been taken, there shall be paid to such employee wages covering the period of vacation to which he is entitled upon the termination of such services.

7. All vacations must be taken within the calendar year and may not be accumulated from year to year.

*Effective 1975 vacation year "twenty-five (25) years" shall read "twenty (20) years".

SCHEDULE C-3

RULES GOVERNING VACATION PLAN FOR COMPANIES OTHER THAN ACME MARKETS, INC. AND THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.

1. The vacation period shall be from January 1 to December 31 of each year. Employees continuously in the service of the Employer for one (1) year after their hire date shall be entitled to one (1) week vacation with pay, calculated on his or her basic weekly wage.

2. Employees continuously in the service of the Employer three (3) or more years after their hire date shall be entitled to two (2) weeks vacation with pay calculated on his or her basic weekly wage.

3. Employees continuously in the service of the Employer eight (8) years or more after their hire date shall be entitled to two (2) weeks uninterrupted and one (1) additional week vacation with pay at a time convenient to the Employer, calculated on his or her basic weekly wage.

4. Employees continuously in the service of the Employer fifteen (15) years or more after their hire date shall be entitled to two (2) weeks uninterrupted and two (2) weeks additional vacation with pay, at a time convenient to the Employer, calculated on his or her basic weekly wage.

5. Employees continuously in the service of the Employer twenty-five (25)* years or more after their hire date shall be entitled to two (2) weeks uninterrupted and three (3) weeks additional vacation with pay, at a time convenient to the Employer, calculated on his or her basic weekly wage.

6. The vacation week or weeks of each employee shall be arranged by the management with due consideration to the employees' preferences in the order of their seniority.

7. In a vacation week in which one of the holidays named in paragraph 19 occurs, an employee on vacation shall receive an extra day's pay of eight (8) hours at his or her straight time hourly rate for the holiday, or at the option of the Employer an extra day's extension of his or her vacation with pay.

8. Employees absent from work because of nonoccupational illness or accident for a cumulative period not to exceed six (6) months within the vacation year will nevertheless receive full vacation benefits for that year.

*Effective 1975 vacation year "twenty-five (25) years" shall read "twenty (20) years".

SCHEDULE D

WELFARE FUND

I. ELIGIBILITY FOR COVERAGE

(a) All full time employees actively at work for more than three (3) continuous months next preceding July 14, 1974 shall be eligible on that date for all benefits described herein. For full time employees who have not completed such service by that date, coverage shall begin on the first day of the calendar month following completion of three (3) months service. However, in the case of a full time employee who was formerly a member of the Plan and employed by a contributing member, party to this Agreement, coverage will become effective immediately, provided such employee is hired by another contributing Employer, party to this Agreement, within thirty (30) days of separation.

(b) An eligible employee and an employee's eligible dependent(s) shall be eligible for the prevailing schedule of welfare benefits if, at the time the reason for the benefit arises, the employee is actively working as a full time employee of an employer contributing to this Fund, and if the full time employee has performed at least three (3) months of continuous full time service with his current employer or as provided in paragraph (a) above. "Full time" is defined as working forty (40) hours or more each week.

(c) Full time employees who satisfy the above service requirements but who are not actively at work on July 14, 1974 by reason of absence for illness, shall be eligible for benefits upon return to active work.

II. SCHEDULE OF BENEFITS

A. Life Insurance

Eligible employees will be covered under the Plan for life insurance in the amount of $2,500.00. In addition, the amount of group life insurance under the Life Insurance Trust will be continued without change.

B. Accidental Death and Dismemberment Insurance

In the event of death as a direct result of accidental injuries as described in the Insurance Certificate, an additional death benefit of $2,500.00 will be paid to his beneficiary. Special benefits will be paid to the employee for loss of eyesight, hands or feet as a direct result of such injuries.

All life insurance and accidental death and dismemberment insurance coverage terminates automatically when an employee ceases to be eligible for welfare benefits under the eligibility rules in Section I above.

Schedule D - Welfare Fund (continued)

C. Accident and Sickness Benefits

Eligible employees will be covered for nonoccupational accident and sickness benefits during those weeks when wages are lost due to such accident or sickness as follows:

If an employee becomes so disabled as to be unable to work, and a licensed doctor certifies to that effect, benefits will be paid beginning with the first day of total disability in the case of nonoccupational accident or the fourth day in the case of sickness. If there are no treatments by a doctor within the first seven days of disability, benefits will be payable beginning with the first day of treatment. These benefits are payable up to a total of twenty-six (26) weeks for any one disability, except in case of maternity disability when the maximum is six (6) weeks.

The weekly benefit will be sixty-six and two-thirds percent (66 2/3%) of basic weekly earnings with a minimum of $10.00 and up to a maximum of $70.00. (See schedule D-1 for possible additional benefits).

Basic Weekly Earnings are defined as straight time pay excluding therefrom overtime pay and any other special compensation; provided, however, that night shift differential shall be included where employee works 51% or more of his time at the night rate.

D. Supplemental Benefits - Workmen's Compensation

If the amount of payments for temporary disability under applicable Workmen's Compensation laws does not equal or exceed the Accident and Sickness Benefits as set forth in Section C above, the Fund shall pay the difference for the period covered by such payments, but in no event for more than twenty-six (26) weeks.

E. Hospital - Surgical - Medical Benefits

Eligible employees will be covered for hospital benefits provided by the Associated Hospital Service of Philadelphia under its 70-day Comprehensive Plan in effect on July 1, 1965, and medical-surgical benefits as provided by the Medical Service Association of Pennsylvania under its Plan B ($360.00) in effect on July 4, 1971, or comparable coverage.

F. Hospital - Surgical - Medical Benefits for Dependents

1. The Fund will furnish to eligible dependents hospital benefits provided by the Associated Hospital Service of Philadelphia under its 70-day Comprehensive Plan in effect on July 1, 1965 and medical-surgical benefits provided by the Medical Service Association of Pennsylvania under its Plan B ($360.00) in effect on July 4, 1971, or comparable coverage.

2. An eligible dependent is defined as the spouse, or unmarried child under nineteen (19) years of age, of an employee who is covered under Section E above. Unmarried dependent children in full time attendance at an accredited secondary school, college or university, whose legal residence is your home, may be included up to age 23 upon submission of appropriate application.

3. In the event that any dependent spouse or unmarried child would qualify for dependent coverage under 2 above no coverage will be provided to the dependent spouse and/or dependent child who receives comparable Hospital-Medical-Surgical coverage on a non-contributory basis from any other source

4. In the event of the death of a covered employee the deceased employee's eligible dependents will continue to be covered for Blue Cross, Blue Shield and Major Medical benefits until the last day of the month next following the month in which the employee died.

5. The Hospital-Surgical-Medical benefits provided shall be as follows:

BLUE CROSS BENEFITS

Each eligible employee and eligible dependent is entitled to 70 days care for each hospital confinement except as otherwise stated. Successive hospital confinements shall be deemed to be continuous and to constitute a single confinement if discharge from and readmission to a hospital occurs within 90 days.

Service Benefits in Member Hospitals of Any Blue Cross Plan

Semi-Private Accommodations:

The following services when customarily provided in the hospital by a hospital employee:

Bed and board and general nursing service.

Use of the Operating Room. . . . . No Limit

Anesthesia, when administered by a salaried hospital employee. . . . . No Limit

(When administered by a doctor, other than the surgeon or his assistant, an allowance is provided as described in the paragraph entitled Professional Anesthesia Benefits)

Splints, casts and surgical dressings . . . . . No Limit

Drugs and Medications in general use . . . . . No Limit

Oxygen and Oxygen Therapy . . . . . No Limit

X-ray examinations . . . . . No Limit

Laboratory examinations . . . . . No Limit

Basal Metabolism Tests . . . . . No Limit

Electrocardiograms . . . . . No Limit

Physiotherapy and Hydrotherapy . . . . . No Limit

Administration of blood and blood plasma . . . . . No Limit

(Does not include blood or blood plasma.)

Private Room Accomodations:

If the employee occupies a private room he will be entitled to all the benefits described above, but he will be required to pay the hospital the difference, if any, between its regular charge for the private room and $10.00 per day.

Benefits in Hospitals Which Are Not Members of Any Blue Cross Plan

In an accredited hospital which is not a member of any Blue Cross Plan, the employee will not receive service benefits but he will be entitled to a credit of $6.50 per day toward his room charges for the eligible benefit period, plus an additional allowance of $100.00 toward the other hospital services listed above.

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Maternity Benefits

If the employee is enrolled under a type of coverage which includes maternity benefits, the wife subscriber will be entitled to all the benefits previously described, including nursery care of the new-born child.

Blue Cross maternity benefits are available after the employee has been enrolled under a maternity type coverage for 6 consecutive months; and Blue Shield maternity benefits, after 6 consecutive months. If the employee is a Blue Cross and/or Blue Shield subscriber under a type of coverage which includes maternity benefits at the time he is eligible for enrollment in this group, he will receive credit toward his waiting period for the length of time he has been continuously enrolled under a maternity type coverage.

Emergency Accident Care

All benefits under this plan are available in Member Hospitals for emergency accident cases not involving hospital confinement, provided the treatment is received within 24 hours of the accident. If emergency accident treatment is received in other hospitals, the benefit allowances shall not exceed $20.00.

Nervous, Mental and Tuberculosis Cases

30 days hospitalization per contract year are available for treatment of nervous and mental conditions and for cases of pulmonary tuberculosis.

Services Not Included

Workmen's Compensation Cases . . . hospital admissions primarily for diagnostic studies . . . convalescent or rest cures . . . x-ray therapy . . . services of attending physician, surgeon or private duty nurse . . . hospitalization furnished by any government agency . . . ambulance service . . . out-patient service except as described herein . . . blood or blood plasma . . . hospitalization for chronic alcoholism and drug addiction . . . hospitalization for dental or oral surgery unless such surgery consists of cutting procedures for the treatment of diseases and injuries of the jaw or the treatment of fractures and dislocations of the jaw (but not including the care of teeth or the extraction of teeth other than impacted teeth).

BLUE SHIELD BENEFITS

Surgical Benefits

The Blue Shield Plan pays up to $360.00 according to the Schedule of Benefits for surgical operations for the treatment of diseases, injuries, fractures or dislocations. The surgery may be performed either at the employee's home, in the doctor's office or in the hospital.

The number of operations is not limited. If, however, two or more related operations are performed during one period of hospitalization, payment is made for the major operation. When two or more unrelated surgical operations are performed by the same surgeon during one period of hospitalization, the procedure carrying the highest allowance is paid in full, plus 50% of the allowance for the next additional procedure up to a maximum allowance of $360.00 during any one period of hospitalization.

Medical Benefits

For in-patient hospital cases which do not require surgery or obstetrics (except mental or nervous, drug addiction or alcoholism cases) Blue Shield will pay the participating doctor in charge of the case:

$20.00 or $30.00 for the first day
and $5.00, $7.00 or $10.00 for each day thereafter depending on the amount of time, skill and effort expended by the doctor. ($10.00 payment limited to fourteen (14) days during each admission).

The above benefits are available for up to seventy (70) days for each hospital admission. When less than ninety (90) days elapse between the date of discharge and the date of readmission, such cases are considered as the same admission.

Mental or nervous, drug addiction or alcoholism cases - are entitled to benefits for medical care at the above rates for thirty (30) days during any twelve (12)-month period.

Home and office calls - in cases where illness disables the employee from engaging in his usual work, the Blue Shield Plan will provide payments toward home and office calls beginning with the fourth visit at the rate of $7.00 per home visit or $5.00 per office visit for a maximum of twenty-one (21) visits during any twelve (12)-month period. This benefit does not apply to the employee's spouse or children.

Consultation service - by a participating doctor is provided when the condition of the subscriber requires it and when it is requested by the doctor in charge of the case. Up to $15.00 is allowed for one consultation (limited) or $30.00 for one consultation (comprehensive) for each in-patient hospital admission.

Radiation Treatment - in or out of the hospital is allowed when provided by a doctor of medicine or osteopathy for the following conditions: malignancies, tumors of bone, brain and spinal cord; hemangiomas; vascular nevi and bursitis. Within 90 days after corrective surgery for the same condition, payment for radiation treatment will be made starting with the fourth treatment. X-ray service for diagnostic purposes is not provided. (See Schedule D-1 for Diagnostic Benefits).

Maternity Benefits

The Blue Shield Plan provides benefits for obstetrical delivery service for wife-subscribers who are enrolled under a family type contract. For waiting period requirements see the Blue Cross paragraph entitled Maternity Benefits.

Oral Surgery Benefits

Benefits are provided for cutting procedures for the treatment of diseases, injuries, fractures and dislocations of the jaw when the service is provided by a doctor of dental surgery. Extraction of teeth, except impacted teeth, is not provided.

Professional Anesthesia Benefits

When anesthesia is administered by a doctor, other than the surgeon or his assistant, payment will be made in accordance with the Surgical Fee Schedule — 20% of Fee Schedule, maximum not to exceed $72.00, except as modified by the Welfare Fund Trustees.

Special Provision

The participating doctors in Pennsylvania have agreed to make no additional charge for the services furnished under the employee's coverage if he has no dependents and his annual income for the 12-month period preceding the date of service is less than $4,000, or if he has one or more dependents and the total annual income for the 12-month period preceding the date of service is less than $6,000. But the employee will receive benefits from Blue Shield regardless of income.

Services Not Included

Services provided by other than a doctor of medicine, a doctor of osteopathy, a doctor of podiatry, or a doctor of dental surgery.

Plastic operations for cosmetic or beautifying purposes which are not the result of an accident occurring after the effective date of the employee's coverage.

Services for any occupational ailment or injury covered by Workmen's Compensation Laws or similar State or Federal legislation, or provided without cost by any Government Agency.

Pre- and post-operative care rendered outside the hospital.

Schedule of Operations

Description of Operations	Maximum Benefits * Blue Shield Plan B

* Benefits will be paid consistent with the Pennsylvania Blue Shield $360.00 schedule.

Abdomen:	
Appendectomy, freeing of adhesions or exploration of, or cutting into, the abdominal cavity	$150.00
Removal of, or other operation on gall bladder	225.00
Gastro-enterostomy	150.00
Resection of stomach, bowel or rectum	250.00
Abscesses: (See Tumors)	
Amputations:	
Thigh, leg	225.00
Upper arm, forearm	225.00
Entire hand or foot	150.00
Fingers	50.00
Toes	35.00
Blood Transfusions, each	10.00
Breast:	
Removal of benign tumor or cyst requiring hospital confinement	50.00
Simple amputation	100.00
Radical Amputation	200.00
Chest:	
Complete thoracoplasty, transthoracic approach to stomach, diaphragm, esophagus, sympathectomy or laryngectomy	300.00
Removal of lung or portion of lung	300.00
Bronchoscopy, esophagoscopy	50.00
Cysts: (See Tumors)	

Schedule of Operations (cont'd.)

Description of Operations	Maximum Benefits Blue Shield Plan B
Dislocation:	
Reduction of hip, vertebra	$ 35.00
" " ankle joint	10.00
" " elbow or knee joint (patella excepted)	15.00
Shoulder	35.00
Lower jaw	35.00
Cdlar bone	50.00
Wrist	10.00
Patella	75.00
For dislocations requiring an open operation the maximum amount of payment is two times amount indicated.	
Excision or Fixation by Cutting:	
Hip joint	300.00
Shoulder	75.00
knee joint, semilunar, cartilage, elbow	150.00
wrist	100.00
ankle joint	150.00
Removal of diseased portion of bone, including curettage (alveolar processes excepted)	175.00
Ear, Nose or Throat:	
Fenestration, one or both sides	300.00
Mastoidectomy, one or both sides,	
simple	150.00
radical	300.00
Tonsillectomy, adenoidectomy or both	50.00
Sinus operation by cutting (puncture of antrum excepted)	40.00
Submucous resection of nasal septum	100.00
Tracheotomy	75.00
Any other cutting operation	15.00
Eye:	
Operation for detached retina	300.00
Cataract, removal of	225.00

Schedule of Operations (cont'd.)

Description of Operations	Maximum Benefits Blue Shield Plan B
Eye (cont'd.):	
Any other cutting operation into the eyeball (through the cornea or sclera) or cutting operation on eye muscles	$125.00
Removal of eyeball	150.00
Any other cutting operation on eyeball	30.00
Fracture: Treatment of --	
Thigh, vertebra or vertebrae	150.00
Pelvis (coccyx excepted)	100.00
Leg, upper arm, ankle (Potts)	100.00
Kneecap, Skull	75.00
Lower jaw, alveolar process excepted, wrist (Colles)	75.00
Collar bone, shoulder blade, forearm	50.00
Hand	35.00
Foot	75.00
Fingers or toes, each	35.00
Nose	40.00
Rib or ribs, three or more	25.00
fewer than three	10.00
If compound fracture, maximum amount of payment is two times amount indicated. If open operation, maximum amount of payment is two times amount indicated. (Bone grafting or bone splicing considered as open operation; skeletal traction pin is not so considered).	
Genito-Urinary Tract:	
Removal of, or cutting into, kidney	250.00
Removal of tumors or stones in ureter or bladder by cutting operation	125.00
By endoscopic means	75.00
Fixation of kidney	225.00
Cystoscopy	25.00
Removal of prostate by open operation	225.00
Removal of prostate by endoscopic means	225.00
Circumcision - Newborn	10.00
1 - 12 years	25.00
Adult	35.00

Schedule of Operations (cont'd.)

Description of Operations	Maximum Benefits Blue Shield Plan B
Genito-Urinary Tract: (cont'd)	
Vaicocele, hydrocele, orchidectomy or epididymectomy,	
single	75.00
bilateral	100.00
Hysterectomy	250.00
Other cutting operation on uterus and its appendages with abdominal approach	150.00
Cervix amputation	100.00
Dilation and curettage (non-puerperal), cervix cauterization or conization, polypectomy, or any combination of these	60.00
Vaginal plastic, operation for cystocele or rectocele	125.00
Goitre:	
Removal of thyroid, subtotal	225.00
Removal of adenoma or benign tumor of thyroid	150.00
Hernia:	
Single hernia	150.00
More than one hernia	200.00
Joint:	
Incision into, tapping excepted	10.00
Ligaments and Tendons:	
Cutting or transplant, single	150.00
multiple	150.00
Suturing of tendon, single	75.00
multiple	100.00
Obstetrical Procedures:	
Delivery of child or children	90.00
Caesarian section	150.00

Schedule of Operations (cont'd.)

Description of Operations	Maximum Benefits Blue Shield Plan B
Obstetrical Procedures: (cont'd.)	
Abdominal operation for extra-uterine pregnancy	$150.00
Miscarriage	50.00
Paracentesis:	
Tapping	15.00
Pilonidal Cyst or Sinus:	
Removal of	100.00
Rectum:	
Hemorrhoidectomy, external	40.00
internal	100.00
internal and external	125.00
Cutting operation for fissure	50.00
Cutting operation for thrombosed hemorrhoids	25.00
Cutting operation for fistula-inano, single	75.00
multiple	75.00
Skull:	
Cutting into cranial cavity (trephine excepted)	300.00
Trephine	100.00
Spine or Spinal Cord:	
Operation for spinal cord tumor	300.00
Operation with removal of portion of vertebra or vertebrae (except coccyx, or of transverse or spinous process)	225.00
Removal of part or all of coccyx, or of transverse or spinous process	75.00

Schedule of Operations (cont'd)

Description of Operations	Maximum Benefits Blue Shield Plan B
Tumors: (Incision)	
Benign or superficial tumors and cysts or abscesses requiring hospital confinement	50.00
Excision	100.00
Not requiring hospital confinement	15.00
Malignant tumors of face, lip or skin	75.00
Varicose Veins:	
Injection treatment, complete procedure:	
one leg	50.00
both legs	75.00
Cutting operation, complete procedure:	
one leg	75.00
both legs	125.00

* * *

Two or more surgical procedures performed through the same incision will be considered as one operation.

* * *

No Surgical Benefit(s) shall be payable for Dental treatment, Dental operations, or extraction of teeth.

* * *

No Surgical Benefit(s) shall be paid for Plastic Surgery or for any cosmetic purpose.

SCHEDULE D-1

SUPPLEMENTAL BENEFITS

A. In accordance with the provisions of paragraph 22B, the Trustees of the Health and Welfare Fund will furnish such of the following types of supplemental benefits as can be obtained within the contributions indicated. Contribution shall be made for each straight time hour worked up to a maximum of 40 hours per week.

B. A contribution of three and one-quarter cents (3 1/4¢) per hour to provide:

(1) Diagnostic X-ray and Laboratory Out Patient benefits in the amount of $100.00 per eligible family member in any consecutive 12 month period;

(2) Professional anesthesiology benefits supplementing the similar benefit described in Schedule D up to 25% of the existent Surgical Fee Schedule to a maximum benefit of $75.00; and

(3) Major Medical Expense benefits for each hosptial-confined eligible family member equal to 75% of the excess covered expense over and beyond a $100.00 per cause deductible with a $10,000.00 per lifetime maximum benefit.

C. An additional contribution of five cents (5¢) per hour to provide:

(1) A Pre-Paid Prescription Program covering prescriptions which require compounding, legend drugs and insulins subject to a 50¢ deductible for each such prescription; and

(2) A Vision Care Program providing for optometrical examination and refraction, including frames, once every two years.

NOTE: This contribution may be increased one half cent (1/2¢) per hour under the terms of 22B (4).

D. An additional contribution of two and one half cents (2 1/2¢) per hour to provide a Dental Care Program for the benefit of employees only. The Trustees shall determine the extent and type of such dental care benefits to be provided.

Schedule D-1 - Supplemental Benefits (continued)

Effective January 1, 1975, the Employer shall contribute an additional two and one half cents (2 1/2¢) per hour. This additional contribution shall be used by the Trustees of the Health and Welfare Fund to provide family dental coverage. The Trustees shall determine the extent and type of such dental care benefits to be provided.

E. Effective on a date to be determined by the Trustees of the Welfare Fund the Employer shall contribute an amount, as determined by the Trustees, necessary to support additional Accident and Sickness benefits. Such additional Accident and Sickness benefits shall be equal to the excess, if any, of 66 2/3% of basic weekly earnings, up to a maximum of $110.00, over the Accident and Sickness benefit provided in Schedule D.

F. Because such benefits are intended to be experience rated, it is recognized that any or all of the above described types of benefits may be modified or eliminated by the Trustees to the extent that adverse experience results in costs greater than the cents per hour contributions above provided.

G. A covered employee who retires at age 57 after 20 years service, or 30 years service at any age, shall have the option to pay, commencing on his retirement date, Health and Welfare contributions at the same rate the Employer contributes until eligible for Medicare.

SCHEDULE E-1

PENSION CLAUSE APPLICABLE TO ACME MARKETS, INC., FOOD FAIR STORES, INC. AND THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.

1. For the period July 14, 1974 through July 31, 1974, the Employer agrees to contribute to the "Warehouse Employees Union Local 169 and Employers Joint Pension Fund" on behalf of each employee covered by this Agreement the sum of twenty-five cents (25¢) per hour for each straight time hour worked up to a maximum of forty straight time hours each week. For the purpose of this provision paid vacations and paid holidays shall be considered as time worked for regular full time employees. No contributions shall be made for a regular full time employee until such employee shall have been employed for a period of ninety (90) consecutive days, provided that in the case of a new employee for whom contributions have been made by a member company to the Fund at any time within the last preceding twelve (12) calendar months, the Employer shall report and pay the applicable contribution for such new employee from his first day of employment with the Employer.

2. Effective August 1, 1974 and continuing through June 30, 1975, the Employer agrees to contribute the sum of thirty-one cents (31¢) per hour for each straight time hour worked up to a maximum of forty (40) straight time hours each week under the terms and conditions of paragraph 1 above.

3. Effective July 1, 1975 and continuing through June 30, 1976, the Employer agrees to contribute the sum of forty-one cents (41¢) per hour for each straight time hour worked up to a maximum of forty (40) straight time hours each week under the terms and conditions of paragraph 1 above.

4. Effective July 1, 1976 and continuing through July 13, 1976, the Employer agrees to contribute the sum of fifty-two cents (52¢) per hour for each straight time hour worked up to a maximum of forty (40) straight time hours each week under the terms and conditions of paragraph 1 above.

5. Effective July 14, 1976 and continuing through January 29, 1977, the Employer agrees to contribute the sum of sixty-five cents (65¢) per hour for each straight time hour worked up to a maximum of forty (40) straight time hours each week under the terms and conditions of paragraph 1 above.

6. The Employer agrees to make and transmit to said Fund with each such payment a report of the names of applicable employees together with the number of straight time hours worked for all such employees for whom contributions are made.

7. It is agreed that it shall be mandatory that each employee covered by this Agreement shall retire not later than the first day of the month following his or her sixty-fifth (65th) birthday.

8. No employee who is represented by Warehouse Employees' Local No. 169 will be eligible to participate in the Employee's Retirement Plan of the Employer.

9. The Plan shall at all times be such that contributions thereunder by participating Employers are deductible as an item of business expense of such Employers for income tax purposes, under the provisions of the Internal Revenue Code, and that such Plan shall receive the continuing approval of the Internal Revenue Service, United States Treasury Department, with respect to the deductibility as an item of business expense of the Employer's contributions thereunder.

SCHEDULE E-2

PENSION CLAUSE FOR COMPANIES OTHER THAN ACME MARKETS, INC., FOOD FAIR STORES, INC. AND THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.

1. For the period July 14, 1974 through July 31, 1974, the Employer agrees to contribute to the "Warehouse Employees Union Local 169 and Employers Joint Pension Fund" on behalf of each employee covered by this Agreement the sum of twenty-five cents (25¢) per hour for each straight time hour worked up to a maximum of forty (40) straight time hours each week. For the purpose of this provision paid vacations and paid holidays shall be considered as time worked for regular full time employees. No contributions shall be made for a regular full time employee until such employee shall have been employed for a period of ninety (90) consecutive days, provided that in the case of a new employee for whom contributions have been made by a member company to the Fund at any time within the last preceding twelve (12) calendar months, the Employer shall report and pay the applicable contribution for such new employee from his first day of employment with the Employer.

2. Effective August 1, 1974 and continuing through June 30, 1975, the Employer agrees to contribute the sum of thirty-one cents (31¢) per hour for each straight time hour worked up to a maximum of forty (40) straight time hours each week under the terms and conditions of paragraph 1 above.

3. Effective July 1, 1975 and continuing through June 30, 1976, the Employer agrees to contribute the sum of forty-one cents (41¢) per hour for each straight time hour worked up to a maximum of forty (40) straight time hours each week under the terms and conditions of paragraph 1 above.

4. Effective July 1, 1976 and continuing through July 13, 1976, the Employer agrees to contribute the sum of fifty-two cents (52¢) per hour for each straight time hour worked up to a maximum of forty (40) straight time hours each week under the terms and conditions of paragraph 1 above.

5. Effective July 14, 1976 and continuing through January 29, 1977, the Employer agrees to contribute the sum of sixty-five cents (65¢) per hour for each straight time hour worked up to a maximum of forty (40) straight time hours each week under the terms and conditions of paragraph 1 above.

6. The Employer agress to make and transmit to said Fund with each such payment a report of the names of applicable employees together with the number of straight time hours worked for all such employees for whom contributions are made.

7. It is hereby agreed that an employee may retire at the option of the Employer on the last day of the calendar month in which such employee attains age sixty-five (65); provided, however, that the Employer shall have the right, in its sole discretion, to continue the employment of any such employee after attaining age sixty-five (65) for such period as the Employer may elect.

8. The Plan shall at all times be such that contributions thereunder by participating Employers are deductible as an item of business expense of such Employers for income tax purposes, under the provisions of the Internal Revenue Code, and that such Plan shall receive the continuing approval of the Internal Revenue Service, United States Treasury Department, with respect to the deductibility as an item of business expense of the Employer's contributions thereunder.

SCHEDULE F
CASUAL EMPLOYEES

1. No casuals will be hired under the terms of Section 5, paragraph d, while regular seniority employees are on layoff status.

2. Union is to be notified in writing when a casual has completed thirty (30) days of work.

3. On any given shift, regular employees are to be asked to work overtime before the casuals are to be asked to work overtime on that shift.

4. The Employers will use casuals on a one for one basis. The Employers recognize a penalty of one day's pay for each surplus casual. Payment is to be made to a regular employee (or employees) designated by the Union.

5. Casuals will be paid the "Starting Rate" for their work assignments in Schedule "B". After working forty-five (45) days, pay of casuals will be advanced to the first step-up specified in Schedule "B". After working ninety (90) days such casuals will be advanced to the top rate specified in Schedule "B", and then be put on the casual seniority list in the same sequence in which they qualify for the top rate, and will be offered work in accordance with this seniority.

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6. Casuals to work on night shift only during normal scheduled work weeks, except on a single shift operation.

7. Shop Chairman will be given a daily list of casuals and the names of the regular employees who are replaced.

8. Casuals will be eligible for hire and placed on a regular seniority list when additional regular employees are needed in the same sequence in which they qualify for the top rate. If, in the opinion of the Union, this clause is not fairly administered by the Employers over the next twelve (12) month period, this clause will be open for discussion with the Employers on an individual basis.

9. "Casual seniority roster" will become effective ninety (90) days from the signing of this Agreement.

10. Present casuals receiving the top rate will be evaluated according to the above conditions in the next ninety (90) days to determine their qualifications for placement on the "casual seniority roster".

HEALTH AND WELFARE CONTRIBUTIONS AND BENEFITS FOR EMPLOYEES HIRED AS VACATION AND/OR ABSENTEE REPLACEMENTS

The following is written for the period July 14, 1974 to and including January 29, 1977, modifying Section V, paragraph D, Section 22 (Welfare) and Schedule "D", WELFARE FUND.

1. Vacation/absentee replacement employees will be eligible for benefits, and contributions will begin to be made at the rate prescribed, on the first day of the month next following the completion of ninety(90) days of work (720 straight time working hours) within six (6) consecutive months or less. Eligibility shall continue to the last day of the calendar quarter in which the vacation/absentee replacement employee becomes eligible and shall be continued thereafter only subject to the terms of paragraph 3 below.

   a. Those employees currently on the payrolls of the participating Employers who have achieved sixty-five (65) days of work or more in the six (6) month period immediately prior to the effective date of this Amendment are to be covered for benefits immediately.

2. Eligible vacation/absentee replacement employees, as defined in paragraph 1 above, will be covered for the following benefits only -- basic Blue Cross and Blue Shield for the employee and eligible dependents.

3. Vacation/absentee replacement employees who are eligible for benefits as above defined and who complete forty-five (45) work days (360 straight time working hours) during a calendar quarter shall continue to be eligible as above defined during the calendar quarter next following. Thus, an eligible vacation/absentee replacement employee who works forty-five (45) days in the first calendar quarter of a year is covered during the second calendar quarter of the year.

3. a. Any vacation/absentee employee who is eligible for benefits and who fails to achieve forty-five (45) work days in a calendar quarter shall lose such eligibility and benefits at the end of the calendar quarter in which he failed to achieve forty-five (45) working days, unless in four quarters prior thereto he has worked 180 days (1440 straight time working hours) in which event the coverage would continue for the next quarter.

   b. If a vacation/absentee employee loses eligibility in accordance with paragraph 3a, but during the first quarter following loss of eligibility achieves forty-five (45) work days, he will again be eligible for coverage commencing on the first day of the second quarter following loss of eligibility.

   c. If a vacation/absentee replacement employee who is eligible for benefits fails to achieve forty-five (45) work days in each of four successive calendar quarters, he shall be subjected to a new ninety (90) day qualification period commencing subsequent to the end of the fourth calendar quarter in which the forty-five (45) work day requirement was not met.

4. A vacation/absentee replacement employee who is covered for Blue Cross and Blue Shield and who is thereafter reclassified to regular full time employment, i.e., who acquires a seniority status, shall on the first day of the month next following such reclassification, receive the other Welfare benefits, that is, prescription, dental, vision, major medical and supplemental anesthesia and the Temporary Disability Insurance.

5. A vacation/absentee replacement employee who has not worked ninety (90) days at the time of such reclassification to full time seniority status shall be eligible for all Welfare benefits on the first day of the month next following the completion of ninety (90) days of work including such days as may have been worked previously as a vacation/absentee replacement employee.

6. Contributions for Health and Welfare from the first day worked for vacation/absentee replacement employees as required by current contract are to be eliminated.

Companies included in and covered by Local 169 and the Philadelphia Food Store Employees Labor Council Agreement

Name of Company	Employer Official	Address	Phone No.	Total number of employees covered by Agreement
Acme Markets, Inc.	Mr. Ralph Bromer, Director of Labor Relations	Main Office: 124 N. 15th Street, Phila., Pa. 19102	LO 8-3000	
		Whses: D.C.#1 - 59th & Upland Way, Phila., Pa. 19131	TR 8-9800	226
		D.C.#3 - 7th & Pattison Ave., Phila., Pa. 19148	HO 3-7290	175
		D.C.#4 - 31st & Master Sts.-Phila., Pa. 19121	CE 2-9700	258
		D.C.#24- 31st & Master Sts.-Phila., Pa. 19121	CE 2-9700	35
				TOTAL 694
Arias Wholesale Grocery Company	Mr. Lester Miller, President	Office & Whse: 1101 N. Front Street-Phila., Pa. 19123	RE 9-3772	5
Food Fair Stores, Inc.	Mr. J. Arvid Jonsson, Director of Labor Relations	Main Office: 3175 John F. Kennedy Blvd., Phila., Pa. 19104	EV 2-9500	
		Whses: Food Distribution Center, 11th & Pattison Ave., Phila., Pa. 19148	DE 6-5500	413
		Coffee Whse: Tulip & Allegheny Ave., Phila., Pa. 19134	GA 3-1052	
Frankford-Quaker Grocery	Mr. Joseph Sugden, Pres.	Office & Whse: "G" & Erie Ave., Phila., Penna. 19134	GA 6-4500	252
The Great Atlantic & Pacific Tea Company	Mr. Darrell Stiffler, Director of Labor Relations Mr. Edward Weglarz, Operations Mgr.	Main Office: 30th Street & John F. Kennedy Blvd., Phila., Pa. - 19104	EV 2-2100	
		Whses: 6205 Baltimore Ave., Yeadon, Penna. 19050	MA 6-1790	345
		Cedar Lane & R.R. Ave., Florence, N.J. 08518	1-609-499-2520	
Perloff Brothers	Mr. Earl Perloff, Pres.	Office & Whse: 7th St. & Packer Ave., Phila., Pa. 19148	HO 3-8200	89
John Sexton Company	Mr. Frank P. Dougherty, Branch Manager	Office & Whse: Pattison Ave. & Lawrence St.-Phila., Pa.	DE 6-1400	9
Spatola-Thompson, Inc.	Mr. James Spatola, President	Office & Whse: 1900 S. Delaware Ave., Phila., Pa. 19148	FU 9-8600	6
A. Weinfeld & Son	Mr. Leonard Weinfeld, Treas.	Office & Whse: 404 N. 2nd Street, Phila., Penna. 19123	MA 7-9433	8

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