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AGREEMENT



Teamsters Local 929

PENN FRUIT STORE OPERATION

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A G R E E M E N T

THIS AGREEMENT, made and entered into as of this 2nd day of April, 1962, by and between PRODUCE, POULTRY, FISH AND OYSTERMEN DRIVERS AND HELPERS, LOCAL 929, an unincorporated association, hereinafter called "Union," and PENN FRUIT COMPANY, INC., a Corporation, doing business in Philadelphia and vicinity, hereinafter called "Employer."

GENERAL PROVISIONS

Article I

RECOGNITION

EMPLOYER recognizes and will, as long as this agreement continues in force, recognize the Union as the sole collective bargaining agency for all the employes employed by the Employer in its store, warehouses, and manufacturing and processing plants listed on Exhibit "A" attached hereto, and in stores and other facilities hereafter operated in the municipalities in which those facilities listed in Exhibit "A" are located and in the vicinities of such municipalities, with reference to wages, hours, and working conditions. The term "employee" or "employees," as used in this agreement, shall be restricted to employes other than executives, store managers, foremen and other supervisory employes, office force, office personnel, watchmen, office janitors and janitresses. Nothing in this agreement shall be construed to apply in any manner whatsoever to the executives, store managers, foremen and other supervisory employes, office force, office personnel, watchmen, office janitors and janitresses.

Article II

UNION SECURITY

1. It shall be a condition of employment that all employes 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 thirtieth (30th) 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 employes covered by this agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment become and remain members in good standing in the Union. Where the effective date is made retroactive, the execution date shall be substituted for the effective date.

2. The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

3. No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

4. If any provision of this Article is invalid under the law of any state wherein this agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory agreement, the Union shall be permitted all legal or economic recourse.

5. The Employer shall have the right to hire new employes from any source. However, such new employes shall become members of the Union thirty (30) days after the date of their employment, and the Union agrees thereupon to admit them to membership.

Article III

UNION ACTIVITIES

No employe shall be discriminated against, discharged, laid-off, or otherwise punished because of membership in the Union, or because of his or her activity in the affairs of said Union.

Article IV

CHECK-OFF

Upon written authorization from any employe, which authorization shall be irrevocable for a period of one year from the date thereof, or until the termination date of this agreement, whichever shall occur sooner, the Employer will deduct from the pay of all such employes covered by this agreement the dues and initiation fees and agrees to remit all moneys so deducted by the Employer to the Secretary-Treasurer of Union, together with a List of the employes and the amount deducted from the wages of each. The Union will furnish the Employer with its official receipt for all dues and initiation fees so deducted and transmitted to it, and such receipt shall be a complete release of Employer from any liability whatsoever in connection with such deduction.

Article V

CLASSIFICATION OF EMPLOYES

1. Employes shall be classified as full-time employes and part-time employes. Part-time employes working on full-time schedule for six (6) consecutive weeks shall be put on the full-time payroll and become classified as full-time employes.

2. Under special circumstances, arrangements may

be made, with the consent of the Union, for the temporary employment of any employes.

3. In no event shall part-time employes who are employed a full work week be employed for a greater number of hours per week than corresponding full-time employes.

Article VI

PROBATIONARY PERIOD

1. All full-time employes, whether newly employed or taken from the part-time list, shall be on probation for a period not exceeding two (2) months from the date they are hired or classified as full-time employes. During such two (2) month period, Employer shall have the right to dismiss such employe, and such dismissal shall not be subject to arbitration.

2. As to part-time employes who are moved to a full time position in a different job classification, the two (2) month probationary period shall be in effect.

ARTICLE VII

SENIORITY, LAY-OFFS AND PROMOTIONS

1. The benefits of this Article VII shall be based upon the continuous length of service with Employer. Said length of service shall be deemed continuous unless broken by lay-off, or by illness in excess of one year, or by the failure of an employe who is on maternity leave of absence to return to work within three (3) months after a childbirth or a miscarriage, or by an employe's leaving voluntarily, or by the discharge of an employe. Employes laid-off and subsequently recalled by the Employer within six (6) months from the lay-off date shall retain the former seniority regardless of any change in their place of employment.

2. If it becomes necessary to lay off any full-time employes, the full-time employes with the shortest length of service shall be the first laid-off, provided that merit and practicability shall be factors

to be equally considered with length of service. When the working force is again increased, said laid-off employes shall be given an opportunity to return to work, either as full-time employes or as part-time employes, in order of their length of service, provided that merit and practicability shall be factors to be equally considered with length of service.

3. Any employe temporarily laid-off who does not report for work within one (1) week after being sent a registered letter to his last-known address by the Employer requesting him to report to work, shall lose all seniority rights unless he is unable to report because of illness and notifies Employer of this fact promptly after receiving the aforesaid notice.

4. For the purposes of promotion to positions covered by this agreement, Employer shall give first consideration to any full-time employes who are qualified to perform the work, and among such employes seniority shall be considered, although it is to be subordinated to ability as the deciding factor.

5. In the event that an employe is transferred from one department to another department by Employer for the purpose of promotion, or is promoted within his department, it is agreed and understood that in such case such employe shall receive the wages of the new job immediately upon his undertaking and performing the duties thereof, but the promotion shall be on a probationary basis for a period not exceeding ninety (90) days. If during the said probationary period, Employer deems that the employe has not qualified for the higher position, the employe may be placed back in any class at the same scale of wages which he received prior to the probationary period.

6. The provisions of this agreement covering promotions shall apply to all promotions to positions within the bargaining unit and to no others. The parties agree that the provisions in the collective bargaining agreement governing promotions do not

apply to promotions to positions outside of the bargaining unit as the parties agree that the Employer has the unquestioned prerogative to select any persons of its choice for such non-Union positions.

Article VIII

HIGHER RATED JOBS

Except for trainees, when an employe works two (2) consecutive hours or more in any day at a higher-rated job, he will receive the pay for such higher-rated job for each hour worked on such higher-rated job. However, when an employe works at a lower-rated job temporarily within a given week, he shall not be reduced to the pay of the lower-rated job for this temporary period.

Article IX

MAKE-UP TIME

Any employe who is absent for reasons other than sickness or death in the immediate family, may with such employe's approval, be scheduled by the Manager or foreman to make-up the time so lost, in which event such work may be compensated at straight-time rates.

Article X

OVERTIME PAY

Employes may be required by Employer to work in excess of the regular work week schedules or work day schedules. All full-time employes shall be compensated at the rate of time and one-half the regular hourly rate for all hours worked in excess of such regular work week or work day. There shall be no pyramiding of overtime.

Article XI

JURY DUTY

When an employe is required to perform Jury Duty, he will be paid the difference between the pay he receives as a juror and his normal regular

straight-time wages for the period of Jury Duty, provided that if required by Employer, he works on days when not actually serving on the Jury.

Article XII

FUNERAL LEAVE

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

Article XIII

LEAVE OF ABSENCE

1. The Employer will permit any officer or shop steward of the Union to take reasonable leaves of absence to attend union business, at the request of the Union.

2. Any employe who resigns to serve the Union as a full-time officer shall be restored to a position in his department when he ceases to be such an officer, and his length of service shall be unaffected thereby. The position selected shall be in the discretion of the Employer.

3. ILLNESS: It is agreed that where an employe, i.e. an employe in Employer's employ for at least eight (8) weeks, is forced to leave his employment temporarily due to illness, any other employe in his place shall be a temporary employe for a period up to one (1) year. If the employe who has been ill becomes physically able to perform his duties and returns to work within said one (1) year period, he shall be reinstated by Employer, at

which time the temporary employe may be dismissed without notice, provided that the time such returned employe has been absent due to illness shall not be deducted in computing his length of service.

Article XIV

STAFF MEETINGS

A limited number of Employer-approved staff meetings may be held, without payment for time or meals, provided the employes are notified in advance and attendance at such meeting is voluntary. A Union official will be invited to attend all such meetings.

Article XV

HOURS OF BUSINESS

Employer shall have full jurisdiction and discretion as to what hours any place of business conducted by it shall be open for business.

Article XVI

MANAGEMENT'S RIGHTS

1. The management of the company and the direction of the work force, including but not limited to the right to plan, direct and control all operations are the sole rights of the Employer. The exercise by the Employer of any of the foregoing shall not alter any of the specific provisions of this agreement nor shall they be used to discriminate against any member of the Union.

2. The Employer has the prerogative of determining at any time whether a particular classification or category shall be filled in a particular store or department as where, for example, the size of the department, change in methods, lack of qualified men to perform the job, or other considerations may prompt the Employer to decide not to fill the classification or category in the particular case at that time, or at all. Employer agrees, however, that any revision of categories or failure to fill a particular

classification or category in a particular case, or at all, shall not operate to reduce the earnings of any presently-employed employe in the particular classification or category. The Union reserves the right to raise as a grievance any contention that in spite of the alleged elimination of a category or classification, a particular employe is filling all of the duties and obligations of such classification or category.

Article XVII

APPLICABLE STATUTES

All the terms and conditions of this agreement shall be subject to any valid statute, applicable to Employer and employes, now in effect or hereafter passed in Congress or the Legislature of Pennsylvania, which is more favorable than the terms of this agreement to employes with reference to hours, wages, and working conditions; provided, however, that Employer, in its discretion, and at its own risk, may suspend the observance of any such statute pending any bona fide litigation to test the constitutionality or applicability thereof.

Article XVIII

GRIEVANCES: ARBITRATION

1. Individual grievances arising under the terms of this agreement shall be adjusted in the first instance between the Union's stewards in each store (or other company unit) and the store manager (or other unit head). Stewards will take up grievances with Store Managers and will not interfere with management by the issuance of orders, or the like. If such individual grievances are not successfully adjusted in the first instance, then the matter shall be adjusted, if possible, by negotiations between the officers and representatives of the Union, or any sub-committee thereof duly authorized by the officers and representatives of the Union, and the proper or designated representatives of Employer. In the case of grievances arising under the terms of this

agreement involving general interpretation of the agreement or of general or uniform operation thereunder, or affecting all or a substantial number of the employes generally, the procedure set forth in the immediately preceding sentence shall be followed initially.

2. In the event that during the term of this agreement there shall be any grievance, controversy, or dispute arising under the terms of this agreement, there shall be no suspension of work on the part of the employes, but there shall be an earnest effort to settle any such difference, and same shall be taken up for adjustment as hereinabove provided. If such matter cannot be adjusted by the representatives of the Employer, then it shall be submitted to arbitration in the following manner:

Within forty-eight (48) hours after notice by either party to the other of a desire to arbitrate, one arbitrator shall be selected by and represent the Union, and one arbitrator shall be selected by and represent the Employer. The two so chosen shall, within five (5) days after such notice select a third arbitrator. If the two arbitrators cannot agree upon a third arbitrator within said period, the selection shall be made and the arbitration conducted under the prevailing rules of the American Arbitration Association. The decision of said arbitrators, or of a majority of them, shall be final and binding upon the parties to this agreement.

Article XIX

NO STRIKES OR LOCKOUTS

1. During the term of this agreement, there shall be no strikes or lockouts, and no stoppages of work caused or sanctioned by the Union or the employes, for any reason whatsoever, except upon the failure of the Employer to abide by a decision of the arbitrator rendered under Article XVIII of this agreement.

2. In the event of a fire, flood, military attack, threatened strike, or other Force Majeure, occurring during a period when paragraph 1 of this Article XIX is not in effect, and specifically during a period of negotiation followed the termination of this agreement and prior to the execution of a new agreement, neither the Union nor the employes will cause or sanction a strike or stoppage of work for a period of seventy-two (72) hours following notice to the Employer of the intention to strike or effect a stoppage of work, and during such period of seventy-two (72) hours, the Union and the employes will cooperate with the Employer in safeguarding the Employer's property and in disposing of perishables in the normal course of business or as otherwise directed by the Employer. Anything in this agreement to the contrary notwithstanding, it is expressly understood and agreed that this paragraph shall survive the termination date of this agreement and shall continue in full force and effect until exhausted by the expiration of the seventy-two (72) hour period following the notice provided for herein.

Article XX

DISCHARGE

Employer may discharge employes for reasonable cause. Among the reasons providing reasonable cause for dismissal, but not limited to these reasons, shall be the following: — theft, sabotage, creating hazards of fire, safety or health, reporting for work intoxicated, gambling, sale or use of intoxicants on the premises or contiguous thereto; smoking on the premises except where expressly permitted; failure to perform work assigned satisfactorily; continued or continual absence without leave.

SCHEDULE A

STORE OPERATION

1. HOURS OF WORK

(a) The regular work week for all full-time

employees shall be forty (40) hours, consisting of five (5) days of eight (8) hours each.

(b) There shall be no split shifts nor shall employees be given time off in lieu of overtime or premium work.

(c) Schedules of working hours shall be posted on Saturday for the following work week. Employer agrees to notify all employees of their work schedule for the succeeding week prior to the end of the employee's last work day of the current week.

(d) There shall be at least a one (1) hour lunch period without pay in each regular work day.

(e) Any employee required by Employer to work on Sunday shall receive pay at a rate of double his regular straight-time rate.

(f) All employees who are scheduled for lunch between eleven o'clock (11:00) A.M. and two o'clock (2:00) P.M. on Good Friday and who desire time off for prayer will receive additional lunch time off up to one (1) hour.

(g) Full-time store employees who are required to work more than one (1) night a week, that is, after six o'clock (6:00) P.M., shall receive overtime compensation of time and one-half for all hours worked after six o'clock (6:00) P.M. on such nights in excess of one (1) night per week, provided, however, that the present practice with regard to clean-up time is to be continued where stores close at six o'clock (6:00) P.M.

With regard to Saturday night work after six o'clock (6:00) P.M. in stores, the present practice of allowing one (1) hour clean-up time beyond the closing hour at straight-time rates will be continued. Except for Saturday night, full-time employees may, by mutual consent, work their one long night on a night when the store is not open for business.

(h) A fifteen (15) minute rest period will be given to all Store employees for every four (4) hours of scheduled work.

(i) Night premium pay of twelve and one-half cents ($12\frac{1}{2}c$) per hour will be paid to full-time Store night shift employes scheduled to start work at six o'clock (6:00) P.M. or later and who work beyond twelve o'clock (12:00) midnight.

Any full-time Store employe who is in charge of a night shift will be paid an additional Four Dollars (\$4.00) per week.

(j) Any full-time Store employe scheduled to start work before seven o'clock (7:00) A.M. will be paid time and one-half the regular straight-time rate for all work performed prior to seven o'clock (7:00) A.M. unless such employe is on the night shift and receives night premium pay as provided in this item (i) above.

2. PART-TIME EMPLOYES

(a) Part-time employes shall be paid on an hourly basis.

(b) Part-time employes shall receive a guarantee of four (4) hours' work for each work day scheduled to work except Friday, when eight (8) hours will be scheduled, provided employe is regularly and continuously available for such work.

(c) Part-time employes are to be given first choice of full-time regular jobs if qualified.

(d) A part-time employe required to work in excess of eight (8) hours in a work day shall be compensated at the rate of time and one-half his regular straight-time hourly rate for all hours worked in excess of eight (8) hours in such day.

3. VACATIONS

(a) All full-time employes who have been employed by Employer continuously for a period of six (6) months but less than one (1) year shall be entitled to a vacation of twenty-six and two-thirds ($26\frac{2}{3}$) hours (i.e. — two thirds of a regular work week) with pay, said vacation to be taken in a forepart of the week.

(b) All full-time employees who have been employed by Employer continuously for at least one (1) year but less than three (3) years shall be entitled to one (1) week's vacation with full pay.

(c) All full-time employees who have been employed by Employer continuously for at least three (3) years but less than eight (8) years shall be entitled to two (2) weeks' vacation with full pay.

(d) All full-time employees who have been employed by Employer continuously for a period of at least eight (8) years but less than twenty (20) shall be entitled to three (3) weeks' vacation with pay. It is understood that in granting three weeks' vacation, two (2) weeks will be uninterrupted and the additional week may be granted at a different time convenient to both the Employer and employee.

(e) All full-time employees who have been employed by Employer continuously for a period of at least twenty (20) years shall be entitled to four (4) weeks' vacation with pay. It is understood that in granting four (4) weeks' vacation, two (2) weeks will be uninterrupted and the additional two (2) weeks may be granted at a different time or times convenient to both the Employer and the employee.

(f) For purposes of paragraphs (a), (b), (c), (d) and (e) of this Paragraph 3, one (1) week's vacation pay for employees shall be equal to forty (40) hours times the employee's straight-time hourly rate at the time of vacation.

(g) Subject to the requirements of the business, vacations may be selected by employees on the basis of length of continuous service with Employer.

(h) Pro-rata vacation pay will be given to full-time employees laid-off due to lack of work.

(i) All part-time employees who have been employed by Employer continuously for at least one (1) year but less than three (3) shall be entitled to a

paid vacation based on the average number of hours worked per week during the preceding twelve (12) months.

(j) All part-time employes who have been employed by Employer continuously for at least three (3) years but less than eight (8) shall be entitled to a paid vacation based on twice the average number of hours worked per week during the preceding twelve (12) months.

(k) All part-time employes who have been employed by Employer continuously for at least eight (8) years but less than twenty (20) shall be entitled to a paid vacation based on three times the average number of hours worked per week during the preceding twelve (12) months.

(l) All part-time employes who have been employed by Employer continuously for at least twenty (20) years shall be entitled to a paid vacation based on four times the average number of hours worked during the preceding twelve (12) months.

(m) The service record of each employe as of July 1st of each year shall determine to what vacation he is entitled.

(n) Whenever an employe's vacation period includes a holiday recognized by this agreement, he shall receive one (1) additional day off with pay. The additional day off shall be designated by Employer and will not necessarily be the first work day immediately following the employe's vacation period.

(o) For determining vacation benefits credit will be given to part-time employes who become full-time employes on the basis of one month's full-time credit for two months' part-time service.

(p) An employe who works twenty-six (26) weeks in a vacation year and loses time because of illness shall nevertheless receive full vacation benefits.

4. HOLIDAYS

(a) In any week in which one of the following

legal holidays falls, that is, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day and Easter Monday, the regular work week for all full-time employes other than Department Managers shall be thirty-two (32) hours. Department Managers with guaranteed take-home pay will work eight (8) hours less in a holiday week. 7

(b) Any employe may be required by Employer to work on any of the aforesaid holidays, but in such event, he shall be compensated at double his regular rate of pay for all hours worked on such holiday in addition to holiday pay as herein provided.

(c) Any full-time employe shall be compensated for each of the holidays recognized by this agreement, whether or not such holiday falls on his regular work day.

(d) Each new full-time employe shall be entitled to the holiday pay herein set forth after such employe has completed six (6) continuous weeks of employment.

(e) Each full-time employe who has completed ninety (90) days of full-time employment shall be entitled to one (1) personal holiday per year. The day off selected by the employe shall be subject to the approval of his supervisor and may not be taken during the week of or in conjunction with any of the holidays named in sub-paragraph (a) of this Paragraph 4.

(f) No employe shall be entitled to the benefits of this Paragraph 4 unless such employe shall work on the day before and the day after such holiday, if scheduled so to work. Exceptions to this requirement will be made in the case of bona fide illness or death in the employe's immediate family.

(g) All holidays falling on Sunday shall be celebrated on Monday under the terms of this agreement if so celebrated officially.

(h) Each full-time employe who has completed ninety (90) days of full-time employment shall be

entitled to four (4) hours off with pay at his straight-time rate during the week in which the November General Election Day falls. The regular work week in which General Election Day occurs shall be thirty-six (36) hours. Any full-time employe required to work more than thirty-six (36) hours in this work week shall be compensated at the rate of one and one-half times his regular straight-time hourly rate for all hours worked in excess of thirty-six (36) .

(i) Any part-time employe in the employ of the Employer continuously for one (1) year or more shall receive four (4) hours holiday pay whether the holiday named in sub-paragraph (a) of this Paragraph 4 falls on his scheduled work day or not, as long as he works at least one day during the week in which the named holiday occurs.

5. STOCKING SHELVES

(a) All work and services performed in Employer's stores directly connected with or necessarily incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail establishments covered by this agreement are to be performed only by employes within the unit referred to above for which Union is recognized as the collective bargaining agency by the Employer.

(b) Anything in the above sub-paragraph (a) to the contrary notwithstanding, it is agreed that outside salesmen may stock only baby foods, cookies and spices.

6. DEPARTMENT HEAD RELIEF

When a Store employe relieves a department head (except Head Cashier) for periods of one (1) week or more, such as in the case of sickness or vacation, he will be paid Ten Dollars (\$10.00) a week in addition to his regular pay. (The previous payment of Five Dollars (\$5.00) per week shall apply in the case of relief of Head Cashier).

7. TRANSFERS

(a) The nature of Employer's operations requires free interchange of personnel throughout the Company, and this is a prerogative of management. Accordingly, Employer shall have the right to transfer employes from one department to another, or from one location to another. Employer agrees to notify the steward of such transfers. No shop steward shall be transferred to another location without consent of the Union.

(b) Employes living in Philadelphia and hired for a Philadelphia store who were transferred to an out-of-Philadelphia store prior to January 3, 1960, will continue to receive carfare (public transportation) from the city limits. Any employe who is qualified to receive carfare but who uses other means of transportation will receive only the cost of public transportation. Upon request of Union, Employer will consider hardship cases due to transfers.

8. UNIFORMS

All coats and aprons required by the Employer to be worn in the stores and markets shall be furnished and laundered by the Employer.

9. CASH SHORTAGES

Employes handling cash must have their own cash till or drawer. No employe shall be responsible for shortages in a cash till or drawer unless, after the cash has been counted and handed into the cash room, he or she is given the right to see his or her opening and closing readings if he or she desires. Only one (1) employe shall be empowered to ring up on a cash till or drawer for which he is responsible.

10. HIRING RATE FOR NEW EMPLOYEES

In determining the hiring rate for new employes where periods of time are a factor, a new employe will be given credit for previous similar chain store experience acquired within the three (3) years immediately preceding the date such employe is hired

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by Employer, provided that such experience is claimed at the time application of employment is made.

11. GROUP LIFE INSURANCE

Employer, at its sole expense, will provide Group Life Insurance to full-time eligible employees as follows:

6 months but less than 12 months ..	\$ 500.00
12 months but less than 24 months ..	1,000.00
24 months but less than 30 months ..	1,500.00
30 months and over	2,500.00

12. SICKNESS AND ACCIDENT BENEFITS

(a) Employer, at its sole expense, will provide to full-time employees who have completed six (6) months of full-time continuous service Group Insurance sickness benefits as follows:

For employees with basic weekly earnings of:	Weekly benefit shall be: 66-2/3% of wages (minimum \$10)
up to \$30.00	\$24
\$30 to \$34.99	27
35 to 39.99	30
40 to 44.99	33
45 to 49.99	36
50 to 54.99	38
55 to 59.99	40
60 to 64.99	43
65 to 69.99	46
70 to 74.99	50
75 to 79.99	53
80 to 84.99	57
85 to 89.99	60
90 to 99.99	65
100 to 104.99	70
105 to 119.99	75
120 or over	

(b) These Group Insurance sickness benefits shall start with the fourth (4th) consecutive work day of

absence due to illness, the employe being compensated when qualified.

(c) These sickness benefits will be paid to eligible employes for a period of up to twenty-six (26) weeks.

(d) For employes hired before August 3, 1959, sickness and accident insurance in pregnancy cases should not apply unless the employe has been in the employ of the Employer for at least twelve (12) months, and then shall be limited to six (6) weeks of benefits.

(e) For employes hired on and after August 3, 1959, and who have been in the employ of the Employer for at least twelve (12) months, sickness and accident insurance in pregnancy cases shall be limited to three (3) weeks of benefits.

(f) In cases of miscarriages or earlier termination of pregnancy, benefit payments shall be limited to actual time lost, or to six or three weeks benefits depending on hiring date as set forth above, whichever is lesser.

(g) Employes who are on leave of absence because of pregnancy must return to their employment within three months after birth or miscarriage.

(h) In the case of accidents which occur outside of work, not in the course of employment, disability benefits to eligible employes will be payable from the 1st day of an absence due to such an accident. The weekly benefits in such cases shall be as noted in sub-paragraph (a) of this Paragraph 12. Like the Group Insurance sickness benefits, these benefits shall be paid for a period of twenty-six (26) weeks to full-time employes who have completed six (6) months of full-time service.

13. HOSPITALIZATION BENEFITS

Employer will provide, at its sole expense, to all full-time employes who have completed six (6) months of continuous full-time service (provided that

new employes shall be covered only at such times as permitted by the insurance carrier selected by Employer but if possible on the first (1st) day of the calendar month following completion of six (6) months of service), substantially the hospitalization benefits provided by the "70 Day National Comprehensive Hospital Plan" of the Associated Hospital Service of Philadelphia, and substantially the surgical benefits provided by the "Blue Shield Medical-Surgical Plan B", both covering the eligible employe, spouse, and unmarried children under nineteen (19) years of age. In any case where such coverage is a duplication of coverage already provided to, by or through another member of the employe's family, duplicate coverage will not be provided.

14. PENSION FUND

Employer shall continue to contribute into a fund to provide pension benefits for all full-time employes the sum of five cents (5c) per hour for each such full-time employe who has completed six (6) months or more of continuous full-time service, up to a maximum of Two Dollars \$(2.00) per week.

15. WORKMEN'S COMPENSATION

In case of employes hurt on the job, if the amount of payments for compensable lost time under Workmen's Compensation Laws does not equal or exceed the Accident and Sickness Benefits as set forth in the insurance payments schedule, the employe shall be paid the difference beginning with the first (1st) day of accident for the period covered by such payments, but in no event for more than twenty-six (26) weeks.

16. WAGE INCREASES

(a) As in the past, with regard to the handling of wage increases for all employes, all employes (except those in single-rated jobs) who have been in the employ of the Employer less than twelve (12) weeks as of April 2, 1962, will receive the increase applying

to their job after they have completed twelve (12) weeks of employment. Employees in single-rated jobs will receive the increase as of April 2, 1962.

(b) In accordance with the above sub-paragraph (a) of this Paragraph 16, Store employees are to receive the following wage increases:

	Effective 4/2/62	Effective 5/12/63
WAGES		
Meat Dept. Male Employees		
Across the board weekly increases ..	\$6.00	\$5.00
Grocery, Cash & Produce Dept. Managers and Seafood Dept. Heads		
Across the board weekly increases ..	\$6.00	\$5.00
All Clerks (includes deli, seafood and packaging)		
Across the board weekly increases ..	\$5.00	\$4.00
Part-time Employees		
Across the board hourly increases ..	\$.12½	\$.10

THE FOLLOWING NEW SCHEDULE OF CLASSIFICATIONS AND RATES SHALL APPLY:

	Effective 4/2/62	Effective 5/12/63
WAGES		
Meat Managers	\$136.00	\$141.00
Meat Cutter	118.00	123.00
Meat Cutter—Head Back Room* ...	122.00	127.00
Meat Counter	108.50	113.50
Chief Fish & Poultry	111.00	116.00
Chief Deli Clerk		
First 3 months	101.50	106.50
Thereafter	104.00	109.00
Grocery, Produce, Cash and/or Assistant Managers	113.00	118.00
Clerks (Includes all cashiers, weighers and wrappers, deli. and seafood, produce and grocery)		
1st 6 months	64.00	66.00
2nd 6 months	69.00	71.00
3rd 6 months	73.00	76.00
4th 6 months	77.00	81.00
Thereafter	85.00	90.00
Meat Apprentice		
1st 4 months	77.00	82.00
2nd 4 months	81.00	86.00
3rd 4 months	85.00	90.00
4th 4 months	89.00	94.00
5th 4 months	93.00	98.00
6th 4 months	97.00	102.00

*In stores with two or more Meat Cutters (Back Room), the Company shall appoint one man as a Head Back Room Man, who shall receive \$4.00 per week more than the Meat Cutter and act as Meat Manager when he is working and the Meat Manager is not. He shall be selected on the same basis as a Meat Manager. This classification is assigned to a store and not to the person. A transferred Head Back Room Man does not automatically carry this rate with him to his new store.

	Effective 4/2/62	Effective 5/12/63
WAGES		
Meat Apprentice (con't.)		
7th 4 months	\$101.00	\$106.00
8th 4 months	105.00	110.00
9th 4 months	110.00	115.00
Thereafter	118.00	123.00
Head Cashier		
1st 6 months	68.00	70.00
2nd 6 months	73.00	75.00
3rd 6 months	77.00	81.00
4th 6 months	81.00	85.00
Thereafter	89.00	94.00
Porter:		
1st 6 months	60.00	61.00
2nd 6 months	64.00	65.00
3rd 6 months	68.00	69.00
4th 6 months	73.00	77.00
Thereafter	80.00	85.00
Part Time Clerks		
1st 6 months	1.40/hour	1.40/hour
2nd 6 months	1.55/hour	1.55/hour
3rd 6 months	1.70/hour	1.75/hour
4th 6 months	1.85/hour	1.95/hour
Thereafter	2.12½	2.22½

(d) Customer Service Attendants:- A new classification whose duties are strictly limited to the front end of the store and shall include bagging, carrying out orders, handling empty bottles and bottle refunds, picking up carts, cleaning front store area, sidewalks, parking lot and parcel pick-ups.

These employes are not intended to displace present part-time employes. They will get the same fringe benefits as part-time employes. They will not, however, get service credit for wage purposes when they move into regular part-time jobs.

There shall be single scheduled rates for this classification and there shall be no across-the-board increase:

Starting Rate	\$1.00/hour (or applied minimum wage)
After 30 days	1.25/hour
After 6 months	1.325/hour
After 12 months	1.40/hour

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(e) Further, there shall be a non-foods classification. A single schedule of rates for both full-time and part-time employees with no "across-the-board" increase shall be as follows:

First 6 months	\$1.25/hour
Second 6 months	1.35/hour
Thereafter	1.50/hour

TERM OF CONTRACT

Except as herein otherwise provided, this agreement shall become effective as of April 2, 1962, and shall remain in full force and effect until midnight July 5, 1964, and shall continue in force from year to year thereafter unless and until either of the parties hereto shall give to the other two (2) months' written notice prior to the end of the original term in 1964, or two (2) months' written notice prior to the end of any subsequent year, of an intention to terminate at the end of the original term or of the then current year respectively.

IN WITNESS WHEREOF, the parties hereto have executed these agreements as of the day and year first above written.

PENN FRUIT COMPANY, INC.

By s/Morris Kaplan
s/Andrew Roskos

ATTEST:

s/John J. McAteer

PRODUCE, POULTRY, FISH AND
OYSTERMEN DRIVERS AND
HELPERS, LOCAL No. 929

By s/William L. Greenberg

WITNESS:

s/Maurice R. Schurr

6178-0106039A032-02

FEB 8 1963

U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON 25, D. C.
January 8, 1963

Mr. William L. Greenburg
Secretary
International Brotherhood
of Teamsters, Local #929
4345 Frankford Avenue
Philadelphia 24, Pennsylvania

Dear Mr. Greenburg:

We have in our file of collective bargaining agreements a copy of your agreement(s) with the Penn Fruit Company. This agreement expired March 1962.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

Ewan Clague

Ewan Clague
Commissioner of Labor Statistics

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

- 1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT Approximately 2100
- 2. Number and location of establishments covered by agreement 1+

3. Product, service, or type of business Retail Chain Supermarket

4. If previous agreement has been extended without change, indicate new expiration date

William L. Greenberg
(Your name)

(Street)

Secretary-Treasurer
(Position)
Produce, Poultry, Fish & Oystermen
Drivers & Clerks
(City and State)
Local Union No. 929
4345 Frankford Ave