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AGREEMENT



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Teamsters Local 929

PENN FRUIT STORE OPERATION

January 11, 1970 to January 9, 1972



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AGREEMENT

THIS AGREEMENT made and entered into as of this 11th day of January, 1970, by and between PRODUCE, POULTRY, FISH AND OYSTER-MEN DRIVERS AND HELPERS, LOCAL NO. 929, an unincorporated association (hereinafter called "Union"), and PENN FRUIT CO., INC., a corporation, doing business in Philadelphia and vicinity (hereinafter called "Employer").

GENERAL PROVISIONS

ARTICLE 1 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 employees employed by the Employer in its food stores listed in Exhibit "A" attached hereto, and in its food stores hereafter operated in the counties listed on Exhibit "A," with reference to wages, hours, and working conditions. The term "employee" or "employees" as used in this agreement, shall be restricted to employees other than executives, store managers, foremen and other supervisory employees, office force, office personnel, watchmen, office janitors and janitresses, and employees covered by other collective bargaining agreements, and nothing in this agreement shall be construed to apply in any manner whatsoever to such employees.

If, in the future, Employer opens or engages in non-food, drug, department store or discount type activities, then Employer and Union shall negotiate as to terms for wages, hours and working conditions for such employees.

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ARTICLE II UNION SECURITY

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1. It shall be a condition of employment that all employees of the Employer covered by this agreement who are members of the Union in good standing on the effective date of this agreement, shall remain members in good standing, and those who are not members on the effective date of this agreement, shall, on the thirty-first (31st) day following the effective date of this agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date, shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. 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, forthwith to discharge such person. Further, the failure of any person to maintain his Union membership in good standing because of the nonpayment of dues or initiation fee 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 employees from any source. However, such new employees shall become members of the Union thirty-one (31) days after the date of their employment, and the Union agrees thereupon to admit them to membership.

ARTICLE III UNION ACTIVITIES

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No employee 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

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Upon written authorization from any employee, 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 employees 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 the Union, together with a list of the employees 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 EMPLOYEES

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

2. Under special circumstances, arrangements may be made, with the consent of the Union, for the temporary employment of any employees.

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

ARTICLE VI PROBATIONARY PERIOD

1. All full-time employees, 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 employees. During such two (2) month period, Employer shall have the right to dismiss such employee, and such dismissal shall not be subject to arbitration.

2. As to part-time employees 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.

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Said length of service shall be deemed continuous unless broken by layoff, or by illness in excess of eighteen (18) months, or by the failure of an employee who is on maternity leave of absence to return to work within three (3) months after a childbirth or a miscarriage, or by an employee's leaving voluntarily, or by the discharge of an employee. Employees laid off and subsequently recalled by the Employer within six (6) months from the layoff date, shall retain the former seniority regardless of any change in their place of employment.

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2. If it becomes necessary to lay off any full-time employees, the full-time employees with the shortest length of service shall be 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 employees shall be given an opportunity to return to work, either as full-time employees or as part-time employees, 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 employee 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.

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

5. In the event that an employee is transferred from one department to another department by Em-

ployer for the purpose of promotion, or is promoted within his department, it is agreed and understood that in such case such employee 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 employee has not qualified for the higher position, the employee 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 employee 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 employee 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 employee who is absent for reasons other than sickness or death in the immediate family, may with

such employee'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

Employees may be required by Employer to work in excess of the regular work week schedules or work day schedules. All full-time employees 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 employee 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

Funeral leave shall be granted in the case of a death in the immediate family (defined as: The death of a parent, spouse, child, brother, sister, mother-in-law, or father-in-law, grandparent) of an employee requiring the employee's absence from his or her regularly scheduled assignments to attend the funeral. The employee shall be granted time off of three (3) days, not counting Sunday or the employee's scheduled day off. Under no circumstance shall the application of this clause result in a change in the employee's basic weekly pay.

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 employee 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. When an employee who has been in Employer's employ for at least eight (8) weeks, is forced to leave his employment temporarily due to illness, any other employee in his place shall be a temporary employee for a period up to eighteen (18) months. If the employee who has been ill becomes physically able to perform his duties and returns to work within said eighteen (18) month period, he shall be reinstated by Employer, at which time the temporary employee may be dismissed without notice, provided that the time such returned employee 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 employees are notified in advance and attendance at such meetings is voluntary. Before a staff meeting is held it must first be approved by the Store Operations Department or Personnel Department located in the main office. 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

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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 employee 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 employee 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 employees, now in effect or hereafter passed in Congress or the Legislature of Pennsylvania, which is more favorable than the terms of this agreement to employees 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. Should any differences, disputes or complaints arise over the interpretation or application of the contents of this agreement, there shall be an earnest effort, on the part of both parties, to settle such promptly through the following steps:

- Step 1. By conference between the store manager and the steward. If not settled at this step, then
- Step 2. By conference between the Zone Manager, store manager and steward. If not settled at this step, then
- Step 3. By conference between the Zone Manager and an official of the Union. If not settled at this step, then
- Step 4. By conference between an official of the Union and the Store Operations Head and/or Personnel Vice-President, or a representative of the Employer designated by the Store Operations Head and/or Personnel Vice-President.

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 to work on the part of the employees, but there shall be an earnest effort to settle any such difference, and the 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 of a desire to arbitrate, an arbitrator shall be selected by the Union and the Employer. If, within five (5) days, the Union and the Employer, after notification by either party, cannot agree upon an arbitrator, the selection shall be made and the arbitration conducted under the prevailing rules of the American Arbitration Association. The decision of said arbitrator shall be final and binding upon the parties to this agreement.

ARTICLE XIX NO STRIKES OR LOCKOUTS

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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 employees, 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 following the termination of this agreement and prior to the execution of a new agreement, neither the Union nor the employees 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 employees 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.

3. In the event of an alleged or asserted breach of the "no strike" provision, either the Employer or the Union may institute expedited arbitration by telegram to the American Arbitration Association (AAA) and the other party. The AAA shall immediately appoint an arbitrator who shall hold a hearing within twenty-four (24) hours of his appointment. The arbitrator shall issue his award as soon as possible but in no event later than two (2) hours after the conclusion of the hearing. The award shall be effective immediately. Either party may request that the award be in writing and supported by an opinion; the arbitrator shall comply with such a request within a reasonable time, but this shall not affect the validity of the award or interfere with or delay the enforcement of the award. The arbitrator may issue injunctive relief and other appropriate relief. Failure of any party to attend the arbitration hearing as scheduled by the AAA shall not delay arbitration, and the arbitrator is authorized to take evidence as if such party were present. Enforcement of this award by a Court of Law is not precluded by election of this alternative procedure.

ARTICLE XX DISCHARGE

Employer may discharge employees 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.

ARTICLE XXI HOURS OF WORK

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see P. 7
for overtime

1. The regular work week for all full-time employees shall be forty (40) hours, consisting of five (5) days of eight (8) hours each.

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

3. 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.

4. There shall be at least one (1) meal period without pay in each regular work day, which shall be not less than thirty (30) minutes nor more than one (1) hour. When required on a regular basis and upon the request of the employee, the meal period may be one hour.

5. Two and one-half times the employee's straight time hourly rate will be paid for all work performed on Sundays only when the store is open for business.

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When the store is not open for business, work performed on Sundays shall be compensated at the rate of double time (straight time plus straight time). Sunday work, if available, shall be rotated among the employees who are qualified to perform the work as determined by the employer, except for that work required for the proper management of a department or a store.

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6a. 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. and provided further that an employee may not be required to work the one (1) night at straight-time rates on a night the store is not open for business, unless by mutual agreement between employee and the Employer. 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. Work performed after six o'clock (6:00) P.M. on Saturday when the store is open for business, except as otherwise provided, shall be at the double-time rate. If the store is open for business on Saturday night due to competition and competition is not paying the double-time rate, Union and Employer will review application of this clause.

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6b. Employees will be responsible for ringing or punching their own time cards and will be paid in accordance with time records on such cards.

The Employer and the Union agree that working before punching in or after punching out may subject an employee to disciplinary action up to and including discharge.

When an employee fails to record time on his time card, or when the time clock records an error on the employee's time card, the employee shall report such failure or error to the store manager, or his designate, who shall insert the proper time in ink on the time card, and initial it, and the employee shall also initial said time card.

7. A fifteen (15) minute rest period will be given to all store employees for every four (4) hours of scheduled work. d7-8/30

8a. Night premium pay of twenty-one and one-quarter cents ($21\frac{1}{4}\text{¢}$) per hour will be paid to full-time store night shift employees. Effective January 11, 1971 night premium pay of twenty-five cents (25¢) per hour will be paid to full-time store night shift employees. No night crew clerk may start work before 10:00 P.M. nor finish work later than 9:00 A.M. A night crew clerk may be scheduled to work five (5) eight (8) hour nights or three (3) nights and two (2) days or three (3) days and two (2) nights, if scheduled on a regular basis. When scheduled on any of these bases, night premium shall be paid for the entire week. Also by mutual agreement of Employer and all employees on the crew, a night crew clerk may be scheduled for four (4) ten (10) hour nights for the applicable premium pay. 10-11-71

8b. Any full-time store employee who is in charge of a night shift shall be paid an additional fifteen dollars (\$15.00) per week.

9. Any full-time store employee 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 employee is on the night shift and receives night premium pay as provided in paragraph (8) above. A61-63/150

10. Part-time employees shall be paid on an hourly basis.

11. Part-time employees 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 employee is regularly and continuously available for such work.

12. Part-time employees are to be given first choice of full-time regular jobs if qualified.

13. A part-time employee 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.

14. Part-time employees are to work, when work is available, replacing vacationers. Employees doing this work are to be classified as part-time employees.

15. Part-time employees may be assigned on a night shift provided however they must be assigned for a full shift of eight (8) hours. Part-timers assigned on night shifts must be scheduled the same hours as the regular night crew. The night premium for part-timers shall be pro rata on the then existing weekly night premium.

ARTICLE XXII JOB STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of griev-

ances in accordance with the provisions of this collective bargaining agreement;

b. The transmission of such messages and information which shall originate with, and are authorized by the local Union or its officers, provided such messages and information:

- (1) have been reduced to writing, or
- (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business.

The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this agreement.

ARTICLE XXIII VACATIONS

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1. 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.

2. 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.

3. All full-time employees who have been employed by Employer continuously for a period of at least eight (8) years but less than fifteen (15) years shall be entitled to three (3) weeks' vacation with pay. It is understood that in granting three (3) 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.

4. All full-time employees who have been employed by Employer continuously for a period of at least fifteen (15) 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.

5. All full-time employees who have been employed by Employer continuously for a period of at least twenty-five (25) years shall be entitled to five (5) weeks' vacation with pay. It is understood that in granting five (5) weeks' vacation, two (2) weeks will be uninterrupted and the additional three (3) weeks may be granted at a different time or times convenient to both the Employer and employee.

6. For purposes of paragraphs (1), (2), (3), (4), and (5) of this Article XXIII, one (1) week's vacation pay for full-time employees shall be equal to forty (40) hours times the employee's straight-time hourly rate at the time of vacation.

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

8. Pro rata vacation pay will be given to employees who leave the company, except in the case of dishonesty or drunkenness.

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

10. All part-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 a paid vacation based on twice the average number of hours worked per week during the preceding twelve (12) months.

11. All part-time employees who have been employed by Employer continuously for at least eight (8) years but less than fifteen (15) years 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.

12. All part-time employees who have been employed by Employer continuously for at least fifteen (15) years shall be entitled to a paid vacation based on four (4) times the average number of hours worked during the preceding twelve (12) months.

13. All part-time employees who have been employed by Employer continuously for at least twenty-five (25) years shall be entitled to a paid vacation based on five (5) times the average number of hours worked during the preceding twelve (12) months.

14. The continuous service of each employee as of his anniversary date of employment shall determine to what vacation he is entitled.

15. Whenever an employee'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 employee's vacation period.

16. For determining vacation benefits credit will be given to part-time employees who become full-time employees on the basis of one (1) month's full-time credit for two (2) months' part-time service.

17a. 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.

b. Eligible employees absent from work due to non-occupational accident and sickness, for a cumulative period not to exceed six months within the vacation year will nevertheless be entitled to their vacation grant for that particular vacation year.

c. In the event of absence in excess of six months, employees will be entitled to pro-rata vacation on total vacation entitlement for each full month actively on the job during the vacation year.

d. 1. 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.

2. Employee on-the-job service interrupted by induction into the U.S. Armed Forces will be considered on-the-job service required for eligibility for various types of vacation grants.

ARTICLE XXIV HOLIDAYS

1. In any week in which one of the following legal holidays falls, that is, New Year's Day, Memo-

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rial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day and Easter Monday, the regular work week for all full-time employees shall be thirty-two (32) hours.

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2. Any employee 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.

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

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

5. Each full-time employee shall be entitled to two (2) personal holidays per year. One day off shall be in the first six (6) calendar months and the second shall be in the last six (6) calendar months. Each new full-time employee who has completed ninety (90) days of full-time employment shall be entitled to one (1) personal holiday, and when an employee has completed 180 days of full-time employment, such employee shall be entitled to a second personal holiday per year. The day off selected by the employee 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 paragraph (1) of this Article XXIV.

6. Part-timers to receive one personal holiday of 4 hours in 1970 and two personal holidays of 4 hours each in 1971, after 6 months' service.

7. No employee shall be entitled to the benefits of this Article XXIV unless such employee 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 employee's immediate family.

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

9. Any part-time employee 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 paragraph (1) of this Article XXIV 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.

ARTICLE XXV STOCKING SHELVES

1. 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 employees within the unit referred to above for which Union is recognized as the collective bargaining agency by the Employer.

2. Anything in the above paragraph (1) to the contrary notwithstanding, it is agreed that outside salesmen may stock only baby foods, cookies and spices.

ARTICLE XXVI RELIEF PAY

When a store employee relieves an employee in a higher rated job, such as in the case of sickness or vacation, the employee relieving shall receive the

minimum contract rate of the higher rated job for actual time relieving.

ARTICLE XXVII TRANSFERS

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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 employees 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. Upon request of Union, Employer will consider hardship cases due to transfers.

ARTICLE XXVIII UNIFORMS

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Except by mutual agreement of Employer and Union, all coats and aprons required by the Employer to be worn in the stores and markets shall be furnished and laundered by the Employer.

ARTICLE XXIX CASH SHORTAGES

Employees handling cash must have their own cash till or drawer. No employee 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) employee shall be empowered to ring up on a cash till or drawer for which he is responsible. The cash drawer assigned to the employee shall be lockable, and the key given to the employee, so that it shall be secured in the absence of the employee.

The employee must be given the opportunity to count his own cash at the beginning and close of the work day and after the money has been counted, given the register readings that are taken.

ARTICLE XXX

HIRING RATE FOR NEW EMPLOYEES

In determining the hiring rate for new employees where periods of time are a factor, a new employee will be given credit for previous similar chain store experience acquired within the three (3) years immediately preceding the date such employee is hired by Employer, provided that such experience is claimed at the time application for employment is made.

ARTICLE XXXI

GROUP LIFE INSURANCE

Employer, at its sole expense, will provide group life insurance to all eligible employees as follows:

1. For full-time employees in the grocery, cash, produce, night crews, dairy, inventory and in general departments

6 months up to 3 years	\$3,500.00
After 3 years	\$8,000.00

2. Life insurance for part-time employees

Each part-time employee will become eligible for the following schedule of benefits on the first day of the month following completion of six continuous months of employment.

Life Insurance	\$1,000.00
Accidental Death	\$1,000.00

3. For full-time employees in the meat, deli, and poultry-fish departments, each full-time employee will become eligible for the following schedule of

benefits on the first day of the month following completion of six continuous months of employment.

Chief Meat Cutter	\$10,000.00
Chief Fish & Poultry	8,000.00
Chief Deli	8,000.00
Meat Cutter	8,000.00
All others	5,000.00

ARTICLE XXXII SICKNESS AND ACCIDENT BENEFITS

Employer, at its sole expense, will provide group insurance sickness, and accident benefits to all eligible employees as follows:

1. *For Full-Time Employees:* 847-48

All full-time employees who have completed six (6) months of continuous full-time service in the grocery, cash, produce, night crews, dairy, inventory and in general departments will be eligible for sickness and accident benefits amounting to 70% of base weekly earnings with a maximum of \$95 per week for the first four (4) weeks and a maximum of \$100 for the next 22 weeks. For this purpose basic weekly earnings are defined as straight time pay, excluding therefrom overtime pay and any other special or premium compensation.

2. *For Part-Time Employees:*

Each part-time employee will become eligible for the following schedule of benefits on the first day of the month following completion of six (6) continuous months of employment: Accident & Sickness Weekly Benefit—Sixty-six and two-thirds ($66 \frac{2}{3}$'s) per cent of his average straight-time weekly pay based on his last available quarter, with a minimum of Ten Dollars (\$10) per week and a maximum of

Seventy Dollars (\$70) per week. A seven day week will be used in computing both the waiting period and benefit payments. Benefits will be payable on the first day of an accident (non-occupational) and the fourth day in the event of sickness, for a maximum of thirteen (13) weeks per disability. A quarter shall consist of three consecutive calendar months beginning with January, April, July or October.

3. For full-time employees who have completed six (6) months of continuous full-time service in the meat, fish, poultry and deli, the sickness and accident benefits are 66 2/3% of base weekly earnings subject to a maximum benefit payment of up to \$120 per week. For this purpose, basic weekly earnings are defined as straight time pay, excluding therefrom overtime pay and any other special or premium compensation.
4. These Group Insurance sickness benefits shall start with the fourth (4th) consecutive work day of absence due to illness, the employee being compensated when qualified.
5. These benefits will be paid to eligible employees for a period of up to twenty-six (26) weeks.
6. For employees hired before August 3, 1959, benefits in pregnancy cases should not apply unless the employee has been in the employ of the Employer for at least twelve (12) months, and then shall be limited to six (6) weeks.
7. For employees hired on or after August 3, 1959, and who have been in the employ of the Employer for at least twelve (12) months, benefits in pregnancy cases shall be limited to three (3) weeks.

8. In cases of miscarriages or earlier termination of pregnancy, benefit payments shall be limited to actual time lost, or to six or three weeks depending on hiring date as set forth above, whichever is lesser.
9. Employees who are on leave of absence because of pregnancy must return to their employment within three (3) months after birth or miscarriage.
10. In the case of accidents which occur outside of work, not in the course of employment, disability benefits to eligible employees will be payable from the first day of an absence due to such an accident. The weekly benefits in such cases shall be as noted in paragraphs (1), (2), and (3) of this Article XXXII. Like the Group Insurance sickness benefits, these benefits shall be paid for a period of twenty-six (26) weeks to full-time employees who have completed six (6) months of full-time service.
11. The Union and the Employer agree that any willful deception concerning sick benefits is inexcusable and have determined that in the case of "cheating on sick benefits" an employee invites immediate dismissal from the Company.

ARTICLE XXXIII 845-46
HOSPITALIZATION BENEFITS T

1. Employer, at its sole expense, will provide a full-time employees who have completed six (6) months of continuous full-time service (provided that new employees shall be covered only at such times as permitted by the insurance carrier selected by Employer but if possible on the first day of the calendar month following completion of six (6) months of service), substantially the hospitalization benefits provided by the:

- a. 70-Day Comprehensive Blue Cross Plan
- b. Blue Shield Medical-Surgical Plan B
- c. Major Medical Plan

2. These three (3) plans covering the eligible employee, spouse, and unmarried children under nineteen (19) years of age, and unmarried dependent school children under twenty-three (23) years of age.

3. Employer, at its sole expense, will provide to part-time employees, who have completed six (6) months of continuous service, with health and welfare benefits agreed upon. The health and welfare program for eligible part-time employees will be effective April 1, 1970.

4. In any case where such coverage is a duplication of coverage already provided to, by or through another member of the employee's family, duplicate coverage will not be provided.

ARTICLE XXXIV **PENSION FUND**

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1. The Employer will contribute to the Teamsters Pension Trust Fund of Philadelphia, Pa. and Vicinity (hereinafter referred to as the "Pension Fund") in the manner described in the sections below:

2. Employer party to this Agreement shall contribute into the Pension Fund the sum of ten cents (10¢) per hour worked, not to exceed a maximum of eight (8) hours per day or forty (40) hours per week.

3. Effective January 11, 1971, the contributions shall be fifteen cents (15¢) per hour worked, not to exceed a maximum of eight (8) hours per day or forty (40) hours per week.

4. Contributions shall be made as set forth in Section 2 above for each day worked for each full-

time employee who has completed six (6) months of full-time employment.

5. Retirement shall be compulsory at the age of sixty-five (65).

6. The sums required by Section 2 above shall be remitted monthly to the Pension Fund. Such monthly payments shall be submitted to the Pension Fund on or before the 28th day of the month following the month in which these monies were accrued.

7a. Employer shall complete and deliver to the Pension Fund, an Employer's Report stating the name, Social Security number, and total contributions paid or due by Employer to the Pension Fund for each regular full-time employee employed by Employer during the previous calendar month.

b. The Trustees of the Pension Fund shall have the right to require the Employer covered by this agreement to make available to the Trustees or their duly accredited representatives, all time cards, payroll records, Social Security records, Withholding Tax records and State or Municipal Wage and Income Tax records for any or all employees covered by this agreement.

8. By the execution of this agreement the Employer authorizes entry into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustee under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

ARTICLE XXXV WORKMEN'S COMPENSATION

In case of employees hurt on the job who have completed six (6) months of full-time continuous

service, 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 in Article XXXII, the employee shall be paid the difference beginning with the first day of accident for the period covered by such payments, but in no event for more than twenty-six (26) weeks.

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**ARTICLE XXXVI
WAGES**

1. Store employees are to receive the following across-the-board weekly increases:

	Effective 1/12/70 per week	Effective 1/11/71 per week
Grocery and Produce Department		
Managers, Assistant Managers ..	\$14.00	\$14.00
Dairy Head	\$14.00	\$12.00
Head Cash Room and Leader Cash- ier (where needed)	\$15.00	\$12.00
Head Night Man and Night Man ..	\$12.00	\$12.00
Clerks (includes dairy, cash-gro- cery, produce) and General Utility	\$12.00	\$12.00
	per hour	per hour
Clerks—Part Time (includes dairy, cash-grocery, produce)30	.30
Customer Service20	.20

2. The following new schedule or classifications and rates shall apply:

	Effective 1/12/70 40-hr. wk.	Effective 1/11/71 40-hr. wk.
Grocery and Produce Department		
Managers, Assistant Managers ..	\$166.00 (4.1500)	\$180.00 (4.5000)

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Dairy Head	\$139.00	\$151.00
	(3.4750)	(3.7750)
Head Cash Room	\$139.00	\$151.00
	(3.4750)	(3.7750)
Leader Cashier (where needed) ...	\$146.00	\$158.00
	(3.6500)	(3.9500)
Head Night Man	\$147.00	\$159.00
	(3.6750)	(3.9750)
Night Man	\$132.00	\$144.00
	(3.3000)	(3.6000)

Clerks (includes dairy, cash-grocery, produce)

1st 6 months	\$101.00	\$107.00
	(2.5250)	(2.6750)
After 6 months	\$104.00	\$110.00
	(2.6000)	(2.7500)
After 12 months	\$112.00	\$120.00
	(2.8000)	(3.0000)
After 18 months	\$118.00	\$126.00
	(2.9500)	(3.1500)
Thereafter	\$132.00	\$144.00
	(3.3000)	(3.6000)

General Utility

1st 6 months	\$100.00	\$105.00
	(2.5000)	(2.6250)
2nd 6 months	\$105.00	\$110.00
	(2.6250)	(2.7500)
Thereafter	\$110.00	\$120.00
	(2.7500)	(3.0000)

Clerks—Part Time (includes dairy, cash-grocery, produce)

	per hour	per hour
1st 6 months	2.27½	2.42½
After 6 months	2.37½	2.52½
After 12 months	2.72½	2.92½
After 18 months	2.87½	3.07½
Thereafter	3.27½	3.57½

Customer Service

Beginning	1.60	1.60
After 30 days	1.85	1.90
After 6 months	2.00	2.10
After 12 months	2.15	2.35

3. Store Meat Department employees are to receive the following across-the-board weekly increases:

	Effective 3/2/70 per week	Effective 3/1/71 per week
Meat Manager	\$14.00	*
Head Backroom Man, Meat Cutter, Counter Man, Chief Fish-Poultry, Chief Delicatessen-Appetizing	\$12.00	*
Deli-Fish-Appetizing Clerks, Weighers and Wrappers, Fish and Deli Service Counters and Self- Service	\$10.00	*
Meat Apprentice	\$10.00	*

4. The following new schedule or classifications and rates shall apply:

	Effective 3/2/70 40-hr. wk.	Effective 3/1/71 40-hr. wk.
Meat Manager	\$198.00 (4.9500)	*
Head Backroom Man	\$178.00 (4.4500)	*
Meat Cutter	\$174.00 (4.3500)	*
Counter Man	\$160.00 (4.0000)	*
Chief Fish-Poultry	\$162.00 (4.0500)	*
Chief Delicatessen-Appetizing	\$155.00 (3.8750)	*

Deli-Fish-Appetizing Clerks,
 Weighers and Wrappers, Fish and
 Deli Service Counters and Self-
 Service—*Full Time*

1st 3 months	\$100.00	*
	(2.5000)	
2nd 3 months	\$105.00	*
	(2.6250)	
3rd 3 months	\$110.00	*
	(2.7500)	
4th 3 months	\$115.00	*
	(2.8750)	
After 1 year	\$120.00	*
	(3.0000)	
After 18 months	\$131.50	*
	(3.2875)	

Meat Apprentice

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1st 4 months	\$120.00	*
	(3.0000)	
2nd 4 months	\$125.00	*
	(3.1250)	
3rd 4 months	\$130.00	*
	(3.2500)	
4th 4 months	\$135.00	*
	(3.3750)	
5th 4 months	\$140.00	*
	(3.5000)	
6th 4 months	\$145.00	*
	(3.6250)	
7th 4 months	\$150.00	*
	(3.7500)	
8th 4 months	\$157.00	*
	(3.9250)	
9th 4 months	\$164.00	*
	(4.1000)	
Thereafter	\$174.00	*
	(4.3500)	

per hour per hour

Deli-Fish-Appetizing Clerks,
Weighers and Wrappers, Fish and
Deli Service Counters and Self-
Service—*Part Time*

1st 3 months	\$2.40	*
2nd 3 months	\$2.55	*
3rd 3 months	\$2.70	*
4th 3 months	\$2.85	*
After 1 year	\$3.00	*
After 18 months	\$3.29½	*

* 5. Effective March 1, 1971 Employer will adjust the rate of its Meat, Fish and Deli Department employees to conform to the same rates paid by Employer's major competitors in the Philadelphia area.

6. All part-time workers will receive an hourly rate in proportion to the weekly wage settlement.

7. 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.

8. Employees assigned to work in the meat cooler on the grinding machine shall receive a premium of 25¢ per hour for each whole hour worked. The premium referred to shall be for full hours only. In the event an employee works for less than one (1) hour, no premium shall be payable. The parties agree that no employee will be scheduled so as to circumvent the payment of this premium.

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9. Customer Service Attendants: A 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.

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

11. For the first violation of the rules concerning Customer Service Attendants there shall be a warning; for the second violation there shall also be a warning; for the third violation, the Customer Service Attendant's classification will be eliminated in that store.

ARTICLE XXXVII

TERM OF CONTRACT

1. As a member of Food Employers Labor Relations, Inc., Employer has negotiated an agreement with Union, effective as of January 1, 1968, covering Employer's truck drivers and helpers. These classifications of employees are included within the collective bargaining unit represented by Union, but for purposes of convenience their rates of pay, hours of work and other conditions of employment will be governed by the aforesaid agreement of January 1, 1968 and any amendment thereto (which is herein incorporated by reference thereto) insofar as it is applicable to such employees, rather than by this agreement.

2. Except as herein otherwise provided, this agreement shall become effective as of January 11, 1970 and shall remain in full force and effect until midnight January 9, 1972, 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 1972, 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.

ATTEST:

PENN FRUIT CO., INC.

By

Andrew Roskos

WITNESS:

Michael McHugh, Jr.

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

By

Maurice R. Schurr

WITNESS:

Charles M. Beardsley

Joseph Grisafi

William L. Greenberg

TEAMSTERS LOCAL UNION NO. 929

MAURICE R. SCHURR

President

WILLIAM L. GREENBERG

Secretary-Treasurer

CHARLES M. BEARDSLEY

Vice-President

ANTHONY T. GRISILLO

Recording Secretary

MAX ZOREN

HARRY SHAPIRO

FILBERT A. CATANOSO

Business Agents

WINIFRED E. CLEMENT

HARRY ROSETSKY

JACK KAPLAN

Trustees

PAUL CARDULLO

JOS. PH. GRISAFI

Organizers

