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AGREEMENT

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Between

ACME MARKETS, INC.
of Forty Fort, Pennsylvania

and

LOCAL No. 72
AMALGAMATED FOOD
EMPLOYEES UNION

Chartered by
Amalgamated Meat Cutters and
Butcher Workmen of North America

AFL - CIO



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A G R E E M E N T

This Agreement made and entered into this 30th day of July, 1965 by and between ACME MARKETS, INC. of Forty Fort, Pennsylvania, hereinafter referred to as the Company, and LOCAL No. 72, AMALGAMATED FOOD EMPLOYEES UNION, chartered by AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, AFL-CIO, hereinafter referred to as the Union.

PURPOSE: Whereas the parties to this Agreement desire to establish and maintain a mutual understanding, to create harmonious relations between the Company and the employees, and to abide by this Agreement to settle any and whatever disputes may arise between them, it is therefore understood and agreed by both parties as follows:

ARTICLE I UNION RECOGNITION

Section 1. The Company recognizes the Union as the sole representative of its Store Employees except Store Managers in all stores and markets operated in the Company's No. 5 Division.

Section 2. The Company reserves the right to hire its own employees, inclusive of such acceptable applicants as may be obtained through the cooperation of the Union.

ARTICLE II. UNION SHOP

Section 1. Except as provided in Section 2 immediately below, every employee shall become a member of the Union on or after the thirtieth (30) day following the commencement of employment or the effective date of this Agreement, whichever is later.

Section 2. The provisions of Section 1 above shall be modified in the case of new employees hired to staff newly opened stores where a sixty (60) day trial period will apply. During the period, seniority will not apply and layoffs can be made at management's discretion.

Section 3. All employees who are members of the Union shall maintain their membership during the period of this Agreement.

ARTICLE III.

HOURS OF WORK AND OVERTIME

Section 1. The regular work week shall consist of forty (40) hours. Time worked by full time employees in excess of forty (40) hours per week shall be compensated for at time and one-half the regular straight time hourly rate.

Section 2. Employees may be scheduled to work any one (1) night in a week beyond 6:00 p.m. at their regular straight time rates. Work beyond 6:00 p.m. on any other night in a week by full time employees shall be compensated for at time and one-half the regular straight time hourly rate and shall be scheduled outside of such employee's regular forty (40) hours.

Section 3. Full time employees working after 6:00 p. m. on New Year's Eve or Christmas Eve shall be compensated at double time; such employees working from 12:01 a.m. to 12:00 midnight on Sunday shall be compensated at triple time for all time so worked. Triple time will be paid for all work performed on Sundays only when the store is open for business, except in cases of emergency which shall include competitive store opening. In such instances double time will be paid.

Section 4. Excepting those working on a regular night shift, all full time employees working prior to 7:00 a. m. shall be compensated at time and one-half the regular straight time hourly rate for all time so worked.

Section 5. If any employee is required to work outside of his regular schedule he shall not be required to take time off from that schedule in order to avoid overtime, except as provided in Article V, Section 5.

Section 6. There shall be no split shift schedule for regular full time employees.

Section 7. Nothing in this Agreement shall be construed as providing for superimposing daily and weekly overtime.

Section 8. Any full time employee required to work beyond his scheduled quitting time shall be paid time and one-half for

work performed beyond that quitting time; however, if an employee is regularly scheduled to work a bona fide night shift, he shall be paid his regular straight time rate plus the night shift differential of \$.125 per hour for all hours so worked.

Section 9. Except in cases of emergency, night shifts shall not start earlier than one-half (½) hour before store closing time nor later than 1:00 a. m.

Section 10. Premium pay provisions do not apply to part time employees except that double time shall be paid for hours worked on holidays (see Article VIII, Section 2) and triple time shall be paid for hours worked on Sunday (in accordance with Article III, Section 3).

ARTICLE IV. SENIORITY

Section 1. (a) In all layoffs and promotions the ordinary rules of seniority shall be applied, taking into account also the ordinary rules of fitness for the work involved and the practicability of applying the rules of seniority in the particular case. (b) Seniority shall be calculated from last date of hire. (c) For the purpose of determining increases within rate ranges, an employee shall be credited for a full week's seniority for any part of a week worked.

Section 2. Employees laid off and subsequently rehired by the Employer within six (6) months of the layoff date shall retain their former seniority. Employees laid off on account of ill health shall retain their seniority for a period of twelve (12) months.

Section 3. The Company agrees to furnish the Union each contract year with a separate seniority list of all employees indicating their employment date.

Section 4. (a) First Grocery Clerks, First Produce Clerks, Head Meat Cutters, Night Shift Heads, Head Cashiers, Dairy Department Heads, and First Meat Cutters shall not be subject to bumping.

(b) In order for bumping to occur a bona fide job opening (defined to mean: an opening created by quit, discharge or retirement) must exist. Bumping may also occur in the case of layoff.

(c) When there is a reduction or layoff in the work force, Company seniority shall govern and a qualified employee with seniority shall have the right to displace the least senior employee of the same job classification within first, the store, then within a ten mile radius of the store.

If there is no junior employee within a ten mile radius, then such employee shall have the right to either displace the nearest junior employee working in the same job classification in a store outside the ten (10) mile radius or displace the least senior employee working within a ten (10) mile radius in either department ((1) Meat, (2) Grocery-Produce), in a classification with the same or a lower authorized rate.

The Junior employee so displaced shall have the same job rights until all possibilities have been exhausted.

Section 5. (a) Any employee returning from the military service shall be put back on the regular job he had when leaving for military service subject to the provisions of the Universal Military Training and Service Act, provided he/she can reasonably perform the functions of the position, with all across-the-board increases or less any across-the-board deductions that may have become effective during his/her absence. Because on-the-job experience and application are the predominating factors in upgrading within a rate range, military service itself will not qualify an employee for automatic promotion within such rate range, but same shall be based on payroll service only.

(b) Average weekly hours worked prior to entering military service will determine the position to which an employee is assigned upon returning from such service, it being understood, however, that this will not constitute an indefinite guarantee of weekly hours in the case of part time employees.

Section 6. Layoff Procedures. (a) The Company will inform the Union at least one (1) week in advance of proposed layoffs; should Company fail to provide such notice, employee shall be compensated one (1) week's normal straight time pay (or appropriate pro rata fraction thereof) for the week (or fraction thereof) not included in advance notice. Union will, in turn, notify the Company three (3) days in advance of proposed bumping where such is across departmental lines. The bumping employee must be qualified to do the new job.

(b) Employees laid off shall be the first to be rehired in order of their seniority provided they possess the necessary qualifications to do the jobs available. Written notice of recall shall be sent to employee with copy to Union office. If employee does not answer within five (5) days the Company has no further obligation.

Section 7. It is understood that stewards of the Union shall at all times be full time day shift employees and shall be the last to be laid off in any case, subject to their ability to perform the job in question. The Union shall furnish the Company with a complete list of stewards which shall be supplemented from time to time as may be necessary.

Section 8. Employees Promoted Out of Bargaining Unit.

(a) Employees promoted out of the bargaining unit shall be subject to a probationary period of six (6) calendar months.

(b) An employee demoted prior to expiration of six (6) months trial period may be returned to his former position at which time other employees advanced by reason of the original promotion will be correspondingly demoted.

(c) Nonunion personnel returning to bargaining unit after six (6) calendar months must take up clerk classification for six (6) months prior to qualifying (i.e., being permitted to bid for) following "key" positions:

- Head Meat Cutter
- First Grocery Clerk
- First Produce Clerk
- Night Shift Head
- Head Cashier
- First Meat Cutter
- Dairy Department Head

(d) Where a nonunion employee returns to the bargaining unit he shall be, for a period of nine (9) months, the first to be laid off in the store to which he is assigned

ARTICLE V.

WORKING CONDITIONS

Section 1. The Employer agrees that all employees must take their regular scheduled lunch and supper periods except in the case of emergency.

Section 2. Employees will be given reasonable relief periods during the day.

Section 3. (a) The Company agrees that all full time employees shall be guaranteed at least seven (7) hours work per day when such employees are ordered to report for work. This clause does not apply to the employees' scheduled time off day.

(b) If ordered to report for work, a part time employee who is available for and remains at work will receive eight (8) hours work on Friday, six (6) hours work on Saturday and four (4) hours work on all other days.

Section 4. (a) In the event an employee is required to work in more than one store in the same day, he or she shall be granted a lunch period and shall be reimbursed for the necessary transportation. The time required for travel between the two stores shall be included as a portion of the employee's work day.

(b) Employees required to take temporary transfers shall be paid the actual increased costs involved for public transportation, board and lodging. Board and lodging shall not exceed the necessary reasonable amounts.

Section 5. Schedules for the week shall be posted by 5:00 p. m. Friday of the week preceding. Except in the case of emergency (such as an Act of God) or employee absence, any change from posted work schedules shall be compensated at time and one-half unless the employee is notified of the change by 5:00 p. m. Friday of the week preceding the change, however, there shall be no restriction or premium compensation involved where additions are made to the schedule. Full time employees shall be given seven (7) calendar days notice of any change in their predesignated day off, except in case of bona fide emergencies as stated above. Other changes may be made in part time schedules by mutual agreement of the Company, Union and the employee involved.

Section 6. The Company agrees to furnish and launder all linen that it requires to be used by employees covered by this Agreement.

Section 7. No member of the Union shall suffer a reduction in wages or vacation time as a result of the signing of this Agreement.

Section 8. In an instance where a physical examination or health permit is required by the Company or by local government, all expense attached to same shall be borne by the Company.

Section 9. (a) Permanent transfers must be agreeable to the employees and the Union.

(b) It is agreed that consideration will be given to transfers when special circumstances arise which demonstrate the practicability of such transfers.

Section 10. All provisions of this contract shall pertain to Union members who accept temporary transfers to nonunion jobs.

Section 11. (a) The Employer agrees that all work performed in stores and markets in connection with the sale and distribution of its merchandise will be performed only by employees of the Company.

(b) The provisions of this section shall not be construed as restricting a sales representative from inspecting any and all merchandise of his company for spoilage, proper rotation or replacement.

Section 12. Jury Duty. Employees called off the job to actually serve on a jury will receive the difference between their straight time basic weekly pay and the amount received while on jury duty. They will be expected to work on the days when the jury is not in session.

Section 13. There shall be no discrimination against any employee because of Union membership. It is agreed that Union duties and activities shall not be carried on during hours of work or on Company premises. However, this shall not prevent Union officials from entering stores to satisfy themselves that this Agreement is being observed.

Section 14. (a) Any employee, member of the Union, who is elected to a full time position with the Union, or who is elected as a delegate or representative of the Union in any Union activity necessitating temporary leave of absence from his employment shall be granted such leave of absence and shall at the end of his term in the first instance, or at the end of his mission in the second instance, be reemployed at his

former wage rate, plus any increase or less any reduction that may have become effective during his absence, and shall retain his seniority standing.

(b) Such leaves of absence by the joint and mutual consent of both Company and Union may be reviewed and extended for additional periods of one (1) year each, subject to the conditions of Section 14 (a) above.

(c) Maternity leave shall be granted without pay to full time employees provided that they return to work no later than three (3) months following birth or miscarriage, and must have been continuously employed for one (1) year; and provided that written application for leave is made to and approved by the Division Manager.

Section 15. Union agrees that employees will be in the store in uniform, and ready to work at the scheduled starting time. Employees will stay until scheduled work day is completed and/or until all perishables are satisfactorily stored.

Section 16. Maintenance Work. Employees shall not be required to do maintenance work of a serious nature. Their duties shall be confined to the cleaning and oiling of mechanical equipment, de-icing of food cabinets, and similar duties which cannot be construed as work normally done by maintenance mechanics.

Section 17. Job Descriptions (a) Duties of Weighers and Wrappers Employed in Meat Department. The weigher and wrapper in self-service markets may be required to take meat, poultry, or fish (cut or dressed by a journeyman) weigh it, insert price tags, place in trays or locker boards and enclose all in a cellophane wrapper which will be sealed by him/her. He/she may be required to place this meat or fish in the self-service case and rotate same in the case. He/she may be required to use a slicing machine for luncheon meats or a knife to cut liverwurst, cheese, or any other luncheon meat which cannot be run through a slicer.

He/she may, in addition, be required to do all other work in the meat department not normally performed by a Journeyman Meat Cutter or Apprentice, including cleaning of cases, work tables, or any other housecleaning chores required in the meat department.

(b) **Duties of Checker.** A checker is an employee whose primary duties are performed at the check-out counter and cash register. When not so engaged, such employee will perform any other duties, as assigned by the store management, within his/her capabilities.

(c) **Duties of Clerk.** A clerk is an employee whose primary duties are performed in the store wareroom, stocking, unloading trucks and at times working at the check-out counter and cash register. When not so engaged, such employee will perform any duties, as assigned by the store management, within his/her capabilities.

(d) **Duties of Meat Clerk.** A full time meat clerk is a qualified journeyman meat cutter who has been laid off in his own classification due to a store closing or reduction of employment. His duties shall include, but not be limited to, assisting the journeyman meat cutters in receiving and such other duties as may be assigned him by the Head Meat Cutter. In addition, he may also perform the duties of the weigher and wrapper.

When he is required to break down or cut meat for retail displays for a period of thirty minutes or more in a given work day he shall be paid at the appropriate journeyman meat cutter rate for all time so worked.

Section 18. In the event there is a legitimate strike existing in a store or market of the Company, which has been called by a local union and authorized by its parent International Union and has been sanctioned by the International President of the Amalgamated Meat Cutters and Butcher Workmen of North America in Chicago, Illinois, members of the Union employed in the Company's store or market where such legitimate and authorized labor dispute is in progress, shall not be required to report for work, but shall not be entitled to pay for the days not so worked.

Section 19. Time Off In Case of Death In Family. In the case of a death in the immediate family (namely, the death of a parent, spouse, child, brother, sister, mother-in-law or father-in-law) of a full time employee requiring the employee's absence from his regularly scheduled assignments, the employee shall be granted a leave of absence up to and including three (3) working days. Where the employee's normal time

off falls within the three day period, he will be reimbursed at his basic straight-time rate for that portion of time normally scheduled for work but, under no circumstances, shall the application of this clause result in a change in the employee's basic weekly pay.

Section 20. Company will give adequate notification to employees whose performance is unsatisfactory with a view toward attempting to correct same. Procedure shall be: (a) Verbal warning, (b) First written notice, (c) Second and final written notice. At least two (2) weeks shall intervene between each step noted above.

Section 21. No night shift work will be scheduled to commence on Thanksgiving night, Christmas night or the morning of December 26th.

ARTICLE VI.

WAGES

See schedule "A" - Wage Scales, attached.

ARTICLE VII.

FULL TIME, PART TIME CONDITIONS

Section 1. Any employee who works thirty (30) hours or more in a week shall be paid at the full time hourly rate of pay specified in Exhibit A. This Section shall not, under any circumstances, be construed as a weekly guarantee.

Section 2. Any employee working less than thirty (30) hours a week shall be paid at the part time hourly rates specified in Exhibit A.

Section 3. Any employee, regularly scheduled for work over thirty (30) hours per week, shall become eligible for welfare benefits under terms and conditions specified in Article XI below.

Section 4. (a) Beginning July 1, 1965, a regular full time employee (available for a full week's work) who works thirty (30) or more hours per week for six (6) or more consecutive weeks and is reduced to part time status through no fault of his

own will retain his full time hourly rate and eligibility for welfare benefits if scheduled for part time work for twenty (20) hours or more a week.

(b) A temporary full time employee (i.e., vacation fill-ins, fill-ins due to sickness, school and college boys available for full time work only during summer months will receive part time hourly rate upon reduction from temporary full time to part time status.

Section 5. Where a part time employee notifies the Company by April 1st that he/she will be available for continuous full time work after June 30th, such employee shall take precedence over any new full time employee hired on or after April 1st of that particular year. The Division Personnel Manager shall make final decision regarding the application of this section.

Section 6. A part time employee may utilize seniority in choosing available part time hours in accordance with Section 2 of this article, the requirements of the business, and the ability of individual employees to perform available work.

Management will make every reasonable effort to properly assign part time employees but where a disagreement arises over such assignment, two (2) weeks shall be permitted after written notice for investigation and the Company will not be liable for any differences in payment until that period has passed.

Section 7. A part time employee who cannot or does not work a portion of his scheduled hours in a given week will lose all rights to available hours for that week.

ARTICLE VIII.

HOLIDAYS

Section 1. The Company will pay all regular full time employees, who have completed ninety (90) calendar days of service, straight time for the following holidays if there is no work to be performed:

New Year's Day
Easter Monday
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

In addition to the paid holidays enumerated above, two (2) personal holidays will be granted. Holiday pay will include night shift differential where applicable.

One personal holiday shall be taken in the first six (6) months of the calendar year and the second in the second six (6) months of the calendar year. The personal holidays shall be scheduled not less than two (2) weeks in advance with the mutual consent of both the Company and the employee except the second personal holiday shall not be taken on Friday or Saturday. If the employee has not made his selection by April 1 for the first personal holiday and by October 1 in the case of the second personal holiday, the Company shall assign the personal holidays with not less than two (2) weeks notice. The second personal holiday shall become effective July 1, 1965.

Employees must work the scheduled full day before and the scheduled full day after each such holiday to receive holiday pay. Employees shall be deemed to have reported for work if absence on the scheduled full day before and the scheduled full day after each such holiday is due to express permission from or action of the Company, and also in the case of certified illness. The employee whose illness extends beyond one (1) holiday shall not be entitled to holiday pay for more than the first holiday occurring during that period of illness.

Section 2. If there is work to be performed, the Company will pay employees working double time so that working employees will receive straight time for holiday pay plus double time for holiday work. 41

Section 3. (a) All regular part time employees are entitled to holiday pay provided they average twenty (20) hours per week for four (4) weeks immediately preceding the holiday and provided they have ninety (90) calendar days service with the Company.

(b) Part time employees hired after July 1, 1965 shall not be entitled to the personal holidays. They shall be paid four (4) hours holiday pay for all other holidays under the same terms and conditions specified in this paragraph.

To be eligible for the holiday pay all part-time employees must work their last scheduled work day before and scheduled work day after the holiday as provided in Section 1.

Section 4. In a week which includes any of the holidays noted in Section 1 above, the work week shall be composed of thirty-two (32) hours of work and eight (8) hours of holiday time. All work performed in excess of thirty-two (32) hours in such a week shall be compensated at time and one-half.

ARTICLE IX.

VACATION PLAN

The Company will grant a paid vacation, as set forth under Section 1, and subject to the conditions under Section 2 of this Article, to eligible employees covered by this Agreement.

Section 1 – Types of Vacation Grants

Length of Continuous On-the-Job Service

1. More than three (3) months, but less than one (1) year, on May 1 of the calendar year.
2. One (1) year, or more but less than three (3) years, on May 1 of the calendar year.
3. Three (3) years or more but less than eight (8) years on Saturday nearest September 30 of the calendar year.
4. Eight (8) years or more but less than eighteen (18) years on the Saturday nearest September 30 of the calendar year.
5. Eighteen (18) years or more on the Saturday nearest September 30 of the calendar year.

Regular Full Time Employees

- 1/12 of a week's basic straight time wage for each full month's service prior to May 1.
- One (1) week.
- Two (2) weeks.
- Three (3) weeks.
- Four (4) weeks.

Regular Part Time Employees

- None.
- The number of weekly hours normally worked.
- Twice the number of weekly hours normally worked.
- Thrice the number of weekly hours normally worked.
- Quadruple the number of weekly hours normally worked.

Section 2 — Conditions

1. For vacation purposes only, a regular full time employee is defined as one who is regularly and continuously scheduled to work at least forty (40) hours a week:

- (a) For vacation purposes only, a regular part time employee is one who is regularly scheduled to work less than the normal work week (40 hours).

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

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

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

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

5. Eligible employees who have changed from a part time to a regular full time basis, or vice versa, during the vacation year, will be entitled to a vacation grant consisting of the weekly credits earned for part time work and the monthly credits earned for full time work during such vacation year as described in Section 1.

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

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

8. Employees whose allotted vacation period includes a paid holiday will at the Company's option, be granted one day's basic straight time wage, or one additional day of vacation, in addition to the vacation grant.

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

- (a) Layoffs of more than thirty (30) days.
- (b) Student employees, or temporary help hired for peak or seasonal periods.
- (c) Leave of absence exceeding thirty (30) days.
- (d) Absence for other reasons except as provided in paragraph 10 below.
- (e) Except as provided by law (see paragraph 11).

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

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

- 11. (a) Employees entering the U. S. Armed Forces will be paid their earned pro-rata vacation grant through the last day of the month of active employment.
- (b) In compliance with the Selective Service and Training Act, returning veterans who re-enter the Company's service within the vacation period (defined Section 2, paragraph 2) will be paid one-twelfth (1/12th) of the annual vacation grant for each full month on the job during the vacation period.
- (c) Veterans who re-enter the Company's service after the final day of the vacation period (defined Section 2, paragraph 2) will become eligible for their earned vacation

grant during the following vacation period as qualified in Section 2, paragraph 2.

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

12. In the event the services of an eligible employee are terminated, voluntarily or involuntarily for any reason whatsoever, except a discharge due to dishonesty, before the vacation earned has been taken, there shall be paid to such employee one-twelfth (1/12th) of the annual vacation grant for each full month worked during the vacation year.

ARTICLE X.

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as any controversy or dispute arising out of the interpretation of terms or conditions of this Agreement. Excepting cases of proven mistakes in application of wage rates specified in this contract, a grievance, to be considered as such, must be brought to the attention of shop steward and store manager within thirty (30) days of its occurrence. Should any grievance arise, it is agreed the following procedure shall be followed:

Matter shall be taken up and an attempt made to adjust it by

- (1) The shop steward and store manager, then
- (2) In the event of failure to adjust the complaint, the Union Business Representative shall then discuss with the Superintendent and/or the General Superintendent, then
- (3) In the event of continued disagreement the matter shall be referred to the Division Personnel Manager and the Secretary-Treasurer of the Union, and finally
- (4) The Company Labor Relations officials and appropriate Union officials and thence, if unresolved
- (5) To arbitration.

Section 2. At any step in this grievance procedure the Executive Board of the Local Union shall have the final authority, in respect to its responsibility of representing any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if, in the judgment of the Executive Board, such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been amicably adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Board.

Section 3. Should the Company and the Union be unable to agree on a grievance which has been processed as set forth above, there shall be a five (5) day limit for either party to submit such grievance to arbitration. The Company and the Union shall then select their respective arbitration committeemen, who in turn shall mutually select a third member, who shall be Committee Chairman. If Company and Union Committeemen cannot agree on a third party at the end of a five (5) day period, the American Arbitration Society shall select said Chairman. Five (5) days further will then be allowed for the Committee to hear the case. A fourth and final five (5) day period shall be allowed for the Committee to hand down a decision, which shall be final and binding on both parties.

The arbitration Committeemen and Chairman shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall interpret the existing provisions of this Agreement and apply them to the specific facts of the dispute. The parties shall jointly set forth in writing the specific issues to be arbitrated and the Committee shall confine its award to such issues alone. There shall be no work interruption of any kind pending the decision of the Committee. The expense of the Committee Chairman shall be shared equally by the parties hereto.

ARTICLE XI.

WELFARE

Section 1. Effective May 8, 1965 to and including July 31, 1965 the Company will contribute to the Amalgamated Food Employees Local 72 Welfare Fund, on behalf of each employee covered by this Agreement who regularly works more

than sixty (60) hours per month, the sum of eleven cents (11c) per hour for each hour worked, up to a maximum of forty (40) hours each week.

Effective August 1, 1965 to and including May 5, 1967 such contribution of eleven cents (11c) per hour will be increased to thirteen cents (13c) per hour for each hour worked up to a maximum of forty (40) hours each week, on behalf of each employee covered by this Agreement who regularly works seventy (70) hours or more per month.

Effective May 6, 1967 and for the duration of this Agreement the sum of fifteen cents (15c) per hour shall be contributed in like manner.

For the purpose of this section, paid vacations and paid holidays shall be considered as time worked.

Section 2. With respect to all eligible employees hired after November 10, 1962, contributions by the Company will commence with the first full pay week following the completion of thirty (30) days of continuous employment with the Company.

Section 3. In cases where the Amalgamated Food Employees Local 72 Welfare Fund is obligated to pay Accident and Health benefits for nonoccupational disability of an employee, contributions shall continue to be made to the Fund for the period of the disability up to a maximum of ninety (90) days.

ARTICLE XII

An employee injured on the job shall be paid in full for all straight time hours scheduled on the day of injury.

ARTICLE XIII PENSION

Section 1. Effective May 8, 1965 to and including May 5, 1967 the Company will continue to contribute the sum of five cents (5c) per hour, in accordance with the provisions of the Trust Agreement, for each hour worked, including paid vacations and paid holidays, by each regular full time employee covered by this Agreement, including those employees referred to in Article VII, Section 4 (a) of the Agreement, up to a maxi-

imum of forty (40) hours each week, to Amalgamated Local 72 Pension Fund. Effective May 6, 1967 and for the duration of this Agreement the sum of ten cents (10c) per hour shall be contributed in like manner. With respect to all eligible employees hired after February 1, 1962 contributions by the Company will commence with the first full pay week following the completion of thirty (30) days of continuous employment with the Company.

Section 2. The Trust Agreement and Pension Plan, must have the continuing approval of Internal Revenue Service as an exempt Plan. The Company will not be obligated to make any contributions to the Fund which are not deductible from gross income for Federal Income Tax purposes.

Section 3. Each employee covered by this Agreement shall retire not later than the first day of the calendar month following his sixty-fifth (65th) birthday.

Section 4. It is the present intention of the parties that the plan of pension benefits will be so determined with the advice of an actuary that the contributions will be sufficient, (1) to meet such reasonable expenses as may be incurred in the development and operation of the Plan, (2) to meet the current costs of benefits accruing under the Plan, and (3) ultimately to fund the past service costs within a period of thirty (30) years.

Section 5. It is agreed that all matters involving pensions not specifically set forth herein shall be determined by the provisions of the Trust Agreement governing the Plan.

ARTICLE XIV

VALIDATING CLAUSE

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

ARTICLE XV

DURATION OF AGREEMENT

Section 1. This Agreement shall be effective from May 8, 1965 to and including May 3, 1968, and shall continue from year to year after May 3, 1968 unless either Party serves notice in writing on or before sixty (60) days prior to the expiration date, of a desire either for changes in, or termination of, the Agreement.

Section 2. In the event either party serves such notice in respect to changes in the Agreement, it is mutually agreed that the Employer and the Union will immediately begin negotiations on the proposed changes, and that pending the result of these negotiations neither party shall change the conditions existing under this Agreement.

Section 3. Any agreement reached shall be retroactive to the expiration date of this Agreement providing there has been no strike by the Union or lockout by the Company.

SIGNED THIS 30th day of July, 1965 by the duly authorized representatives hereto.

FOR THE COMPANY:

Blaney J. Barton
Harry R. Carson
Ralph S. Bromer

FOR THE UNION:

James R. Kenny
Henry Klack
John W. Thomas
Ralph Salm
Anthony Maro
Thaddeus Nijelski
John R. Curio
Ernest F. Andrews
Joseph Jaso
Robert Lubreski
Stanley E. Honnis

EXHIBIT "A" - WAGE SCALES

Minimum Wage Scales effective May 8, 1965 to May 4, 1968, applicable to Store Employees, members of Local No. 72, Amalgamated Food Employees Union chartered by Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, working in Acme Markets, Inc., Division No. 5 (with headquarters in Forty Fort, Pennsylvania) stores and markets.

<u>Classification</u>	<u>Eff. May 8, 1965</u>		<u>Eff. May 7, 1966</u>		<u>Eff. May 6, 1967</u>	
	<u>Per Hr.</u>	<u>Per 40 Hr. Wk.</u>	<u>Per Hr.</u>	<u>Per 40 Hr. Wk.</u>	<u>Per Hr.</u>	<u>Per 40 Hr. Wk.</u>
<u>Full Time Clerks</u>						
1st 6 mos.	\$1.65	\$ 66.00	\$1.70	\$ 68.00	\$1.75	\$ 70.00
2nd 6 mos.	1.775	71.00	1.825	73.00	1.875	75.00
3rd 6 mos.	1.925	77.00	1.975	79.00	2.05	82.00
4th 6 mos.	2.10	84.00	2.15	86.00	2.25	90.00
5th 6 mos.	2.30	92.00	2.35	94.00	2.45	98.00
Thereafter	2.50	100.00	2.575	103.00	2.675	107.00
<u>Full Time Checkers, Weighers and Wrappers</u>						
1st 6 mos.	1.575	63.00	1.60	64.00	1.625	65.00
2nd 6 mos.	1.675	67.00	1.70	68.00	1.725	69.00
3rd 6 mos.	1.80	72.00	1.825	73.00	1.875	75.00
4th 6 mos.	1.95	78.00	1.975	79.00	2.05	82.00
5th 6 mos.	2.10	84.00	2.15	86.00	2.25	90.00
Thereafter	2.275	91.00	2.35	94.00	2.45	98.00

Part Time Clerks

1st 6 mos.	1.55	—	1.60	—	1.65	—
2nd 6 mos.	1.60	—	1.65	—	1.70	—
3rd 6 mos.	1.70	—	1.725	—	1.75	—
4th 6 mos.	1.80	—	1.85	—	1.90	—
5th 6 mos.	1.95	—	2.00	—	2.075	—
Thereafter	2.10	—	2.175	—	2.275	—

Part Time Checkers,
Weighers and Wrappers

1st 6 mos.	1.45	—	1.50	—	1.55	—
2nd 6 mos.	1.50	—	1.55	—	1.60	—
3rd 6 mos.	1.60	—	1.625	—	1.65	—
4th 6 mos.	1.70	—	1.75	—	1.80	—
5th 6 mos.	1.85	—	1.90	—	1.975	—
Thereafter	2.00	—	2.075	—	2.175	—

First Grocery Clerk

Total Store Volume:							
\$10,000 to \$12,000	\$2.8125	\$112.50	\$2.9125	\$116.50	\$3.0125	\$120.50	
12,000 to 15,000	2.925	117.00	3.025	121.00	3.125	125.00	
15,000 to 25,000	3.0125	120.50	3.1125	124.50	3.2125	128.50	
25,000 to 35,000	3.0875	123.50	3.1875	127.50	3.2875	131.50	
Over 35,000	3.1625	126.50	3.2625	130.50	3.3625	134.50	

<u>Classification</u>	<u>Eff. May 8, 1965</u>		<u>Eff. May 7, 1966</u>		<u>Eff. May 6, 1967</u>	
	<u>Per Hr.</u>	<u>Per 40 Hr. Wk.</u>	<u>Per Hr.</u>	<u>Per 40 Hr. Wk.</u>	<u>Per Hr.</u>	<u>Per 40 Hr. Wk.</u>
<u>First Produce Clerk</u>						
Total Store Volume:						
\$1,000 to \$1,200	2.75	110.00	2.85	114.00	2.95	118.00
1,200 to 1,500	2.8687	114.75	2.9687	118.75	3.0687	122.75
1,500 to 2,500	2.9625	118.50	3.0625	122.50	3.1625	126.50
2,500 to 3,500	3.0375	121.50	3.1375	125.50	3.2375	129.50
Over 3,500	3.1125	124.50	3.2125	128.50	3.3125	132.50
<u>Head Meat Cutter</u>						
Total Meat Volume:						
Up to \$2,000	3.175	127.00	3.30	132.00	3.40	136.00
2,000 to 3,000	3.25	130.00	3.375	135.00	3.475	139.00
3,000 to 4,000	3.30	132.00	3.425	137.00	3.525	141.00
4,000 to 5,000	3.375	135.00	3.50	140.00	3.60	144.00
5,000 to 7,500	3.425	137.00	3.55	142.00	3.65	146.00
7,500 to 10,000	3.475	139.00	3.60	144.00	3.70	148.00
10,000 to 15,000	3.55	142.00	3.675	147.00	3.775	151.00
Over 15,000	3.575	143.00	3.70	148.00	3.80	152.00
<u>First Meat Cutter</u>						
(In Markets with meat volume over \$5,000)						
	2.9625	118.50	3.0875	123.50	3.1875	127.50

Journeyman Meat Cutter

Full Time	2.90	116.00	3.025	121.00	3.15	125.00
Part Time	2.90	—	3.025	—	3.15	—

Apprentice Meat Cutter

1st 3 mos.	2.025	81.00	2.075	83.00	2.125	85.00
2nd 3 mos	2.175	87.00	2.275	91.00	2.375	95.00
2nd 6 mos.	2.40	96.00	2.50	100.00	2.60	104.00
2nd year	2.625	105.00	2.725	109.00	2.825	113.00
Thereafter to Journeyman Rate						

Meat Clerk

	2.50	100.00	2.575	103.00	2.675	107.00
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For all new part time employees hired after July 1, 1965 the following progression shall apply:

Clerks

First Year	1.55	—	1.60	—	1.65	—
Second Year	1.70	—	1.725	—	1.75	—
Third Year	1.95	—	2.00	—	2.075	—
Thereafter	2.10	—	2.175	—	2.275	—

**Checkers, Weighers
and Wrappers**

First Year	1.45	—	1.50	—	1.55	—
Second Year	1.60	—	1.625	—	1.65	—
Third Year	1.85	—	1.90	—	1.975	—
Thereafter	2.00	—	2.075	—	2.175	—

1. Each employee on the Company's payroll on the date specified shall receive increases set forth below:

Head Meat Cutters	\$5.00	per week effective May 8, 1965
First Meat Cutters and	\$5.00	per week effective May 7, 1966
Journeyman Meat Cutters	\$4.00	per week effective May 6, 1967
First Grocery Clerks and	\$5.00	per week effective May 8, 1965
First Produce Clerks	\$4.00	per week effective May 7, 1966
	\$4.00	per week effective May 6, 1967
Clerks, Checkers and	\$4.00	per week effective May 8, 1965
Weighers and Wrappers	\$3.00	per week effective May 7, 1966
	\$4.00	per week effective May 6, 1967
Part time Clerks, Checkers	10c	per hour effective May 8, 1965
and Weighers and Wrappers	7½c	per hour effective May 7, 1966
	10c	per hour effective May 6, 1967

2. Night shift differential \$.125 per hour (per provision of Article III, Section 8).

3. Employee in charge of night shift of three or more employees (self included) shall receive premium of Three Dollars (\$3.00) per week.

4. Replacements for Store Managers shall receive a Four Dollar (\$4.00) per day premium for each day of such replacement up to total of three (3) days.

5. Replacements for Head Meat Cutters shall receive a Three Dollar (\$3.00) per day premium for each day of such replacement up to a total of three (3) days.

6. Employee in charge of store from 6:00 p.m. to store closing on evenings when neither Store Manager, Manager-in-Training or First Grocery Clerk is on duty, shall receive a premium of One Dollar (\$1.00) for each such period actually in charge.

7. In order for paragraphs 3 and 4 above to apply, replacement must be for five (5) hours or more each day.

8. Replacements for Store Manager, Head Meat Cutter, First Grocery Clerk, First Produce Clerk, and First Meat Cutter shall receive the rate of the employee replaced after the third (3rd) day of such replacement retroactive to the first (1st) day of replacement. In the case of Store Manager, Head Meat Cutter, and Man in Charge of Store after 6:00 p.m., premiums noted in paragraphs 3, 4 and 5 above shall not be superimposed upon replacement pay.

9. In stores having an average gross volume of \$30,000.00 per week or more, a Head Cashier and a Dairy Department Head shall be appointed who shall receive a Three Dollar (\$3.00) per week premium over individual base rate. The selection, promotion, demotion and transfer of employees in these categories and the deletion from or adding to the list of markets using such employees shall be subject to joint discussion between the Employer and the Union, but the final decision shall be the prerogative of the Employer.

10. All volume figures quoted above are on a six (6) months average weekly basis.

FOR THE COMPANY:

Harry K. Carson
Blaney J. Barton
Ralph S. Bromer

FOR THE UNION:

James R. Kenny
Henry Klack
John W. Thomas
Joseph Jaso
Ralph Salm
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