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# AGREEMENT

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Between

**ACME MARKETS, INC.**  
Forty Fort, Pennsylvania

and

**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION LOCAL No. 72**

Chartered by the  
United Food and Commercial  
Workers International Union

• Affiliated with the  
A.F.L. — C.I.O. — C.L.C.



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# AGREEMENT

This AGREEMENT made and entered into this ..... day of ....., 1983, by and between ACME MARKETS, INC. of Forty Fort, Pennsylvania hereinafter referred to as the Company, and Local 72 United Food and Commercial Workers Union, A.F.L.-C.I.O.-C.L.C., 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:

Whenever a word is used in the masculine gender, it is intended to and does include both men and women equally.

## ARTICLE I UNION RECOGNITION

### Section 1

The Company recognizes the Union as the sole representative of its Store Employees except Store Supervisors and Associate Store Supervisors in the stores and markets operated in the Company's Region North Division, formerly referred to as Division No. 5.

### 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 (30th) 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 all part-time employees 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 for full-time employees shall consist of forty (40) hours to be worked in either (a) five (5) eight (8) hour days or, (b) three (3) eight (8) hour days, one (1) short day and one (1) long day. The short day shall consist of five (5) or six (6) hours; the long day of ten (10) or eleven (11) hours in accordance with applicable law.

### **Section 2**

Time and one-half (1½ T) the employees regular straight time hourly rate shall be paid to all employees

for work performed over eight (8) hours per day (except for the aforementioned long day), and to full-time employees for work in excess of forty (40) hours per week, and to part-time employees for work in excess of twenty-nine and one-half (29½) hours per week.

### **Section 3**

- a. The Employer may schedule employees hired before June 30, 1980 to work one (1) night in a week beyond 6:00 P.M. at their regular straight-time rate, whether or not the store is open for business after 6:00 P.M. Work beyond 6:00 P.M. on any other night in a week shall be compensated at time and one-half (1½T) the regular straight-time hourly rate and shall be scheduled outside of such employee's regular forty (40) hours.
- b. The Employer may schedule employees hired or reclassified as full-time employees after June 30, 1980 to work two (2) nights in a week beyond 6:00 P.M. at their regular straight-time rate, whether or not the store is open for business after 6:00 P.M. Work beyond 6:00 P.M. on any other night in a week by a full-time employee shall be compensated at time and one-half (1½T) the regular straight-time hourly rate and shall be scheduled outside of such employee's regular forty (40) hours.
- c. However, a full-time employee who held a full-time position prior to June 30, 1980, reduced to part-time through no fault of his own and is later restored to full-time status, shall be permitted to work one (1) night at the straight-time rate as provided in paragraph "a" above.
- d. For purposes of this section, time worked after 6:00

P.M. on Sunday by full-time employees shall not be considered as the employees' straight-time night or nights as defined in paragraphs "a and b" above.

#### **Section 4**

- a. Full-time employees working after 6:00 P.M. on New Year's Eve or Christmas Eve shall be compensated at double time (2T) the employee's straight-time rate of pay; such employees working from 12:01 A.M. to 12:00 midnight on Sunday shall be compensated at time and one-half (1½T) for all time so worked. The Employer may schedule up to fifty percent (50%) of the required work force on Sundays with part-time employees under the same terms and conditions.
- b. Sunday and Holiday work, if available, may be rotated among employees on a voluntary basis.

An employee who does not work a scheduled Sunday or Holiday shall forfeit his or her next scheduled Sunday or Holiday assignment.

Should all employees refuse to work on a Sunday or Holiday, employees on the Sunday or Holiday rotation list with the least seniority will be required to work.

The Employer agrees to maintain two separate lists, one for Meat Department employees and one for the balance of the store for full and part-time employees, for the rotation of said Sunday and Holiday work.

#### **Section 5**

Excepting those working on a regular night shift, all employees working prior to 5:00 A.M. shall be compensated at time and one-half (1½T) the regular straight-time hourly rate for all time so worked.

## **Section 6**

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 7**

There shall be no split shift schedule for regular full-time employees. Part-time employees may be scheduled on a split shift only on mutual agreement between individual employee and management.

## **Section 8**

Nothing in this Agreement shall be construed as providing for super-imposing daily and weekly overtime.

## **Section 9**

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 on a bona fide night shift, he shall be paid his regular straight-time rate plus the night shift differential of twenty-five cents (25c) per hour for all hours so worked.

## **Section 10**

Except in cases of emergency, night shifts shall not start earlier than one-half ( $\frac{1}{2}$ ) hour before store closing time nor later than 1:00 A.M. This section shall in no way prevent work after 6:00 P.M. as provided for in Section 3 of this Article.

## **Section 11**

Premium pay provisions do not apply to part-time employees except that:

- a. Time and one-half ( $1\frac{1}{2}T$ ) shall be paid for hours

worked on holidays (see Article XII, Section 2).

- b. Time and one-half ( $1\frac{1}{2}T$ ) shall be paid for hours worked on Sunday in accordance with Article III, Section 4, and,
- c. Time and one-half ( $1\frac{1}{2}T$ ) shall be paid for hours worked prior to 5:00 A.M. in accordance with Article III, Section 5.
- d. Time and one-half ( $1\frac{1}{2}T$ ) shall be paid for hours in excess of twenty-nine and one-half ( $29\frac{1}{2}$ ) hours per week in accordance with Article III, Section 2.

## **Section 12**

- a. Schedules for the week shall be posted by 5:00 P.M. Saturday of the week preceding with a copy made available to the steward.
- b. 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. Saturday of the week preceding the change; however, there shall be no restriction or premium compensation involved where additions are made to the schedule.
- c. 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.



## **ARTICLE IV SENIORITY**

### **Section 1**

- a. In the case of layoff and promotions, seniority and ability to do the job(s) in question shall be considered with seniority ruling where ability is equal.
- 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 twenty-four (24) 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, and First Meat Cutters shall not be subject to bumping, except in cases of store closing due to fire or flood.
- 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. Union will 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.

- d. The provisions of this section does not apply in the case of new store openings until the store has been opened for sixty (60) days.

### **Section 5**

- a. When there is a reduction or layoff in the work force, Company seniority shall govern and a qualified employee with seniority on day shift shall have the right to displace the least senior employee of the same job classification on day shift within first, the store, then within a ten mile radius of the store.
- b. If there is no junior employee within a ten-mile (10) radius, then such employee shall have the right to either displace the nearest day shift 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.
- c. If no day shift opportunity is available as set forth above, the employee shall have similar rights insofar as a job on the night shift is concerned.
- d. The junior employee so displaced shall have the same job rights until all possibilities have been exhausted.
- e. 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.

- f. 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 6**

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.

### **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) month 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. Non-union 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  
First Meat Cutter

- d. Where a non-union 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 — Meal, Relief Periods**

- a. Except in the case of emergency, all employees must take their regular scheduled lunch and supper periods.
- b. Employees scheduled to work four (4) hours or less

will be granted one (1) fifteen minute rest period. Employees scheduled to work eight (8) hours or more will be granted two (2) fifteen (15) minute rest periods.

## **Section 2 — Guaranteed Hours of Work**

- 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, except as provided for below. This clause does not apply to the employee's short day.
- b. All full-time employees shall be guaranteed four (4) hours work on Sunday when such employees are ordered to report for work.
- c. If ordered to report for work, a part-time employee who is available for and remains at work will receive four (4) hours work a day; in a week in which such employee is ordered to work, he will be assured of fifteen (15) hours work.

## **Section 3 — Transfers; Work in More than One Store**

- 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 transfer shall be paid the actual increased costs involved for public transportation, or mileage at the rate of fifteen cents (15c) per mile, board and lodging shall not exceed the necessary reasonable amounts.

- c. (1) Permanent transfers must be agreeable to the employees and the Union.
- (2) It is agreed that consideration will be given to transfers when special circumstances arise which demonstrate the practicability of such transfers.
- d. All provisions of this contract shall pertain to Union members who accept temporary transfers to non-union jobs.

#### **Section 4 — Uniforms**

The Company agrees to furnish all uniforms that it requires to be used by employees covered by this Agreement. It shall launder all such uniforms except those of the "drip-dry" type which shall be laundered by the employees to whom they are supplied.

#### **Section 5 — Jury Duty**

Regular full-time employees actually serving on juries shall receive the difference between their straight-time weekly basic pay and the amount received while on jury duty. They will work their regular schedule at times when the jury is not in session, with the exception of night shift employees who shall not be required to work their shift following a day in which they actually served on the jury. This provision shall apply to a maximum of thirty (30) working days per calendar year.

#### **Section 6 — No Discrimination**

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 7 — Duty of Employees**

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 8 — 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 9 — Unsatisfactory Service**

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 10 — Night Shift Conditions**

- a. No night shift work will be scheduled to commence on New Year's night, Thanksgiving night, Christmas night or the morning of December 26th.
- b. Where management requires a change in personnel from day to night shift in a given store, seniority within that store and in all stores within a ten (10) mile radius of that store will be considered in the assignment of employee(s) to the night shift with the

most junior employee(s) being obligated to accept such assignment.

### **Section 11 — Overtime Assignment**

Any errors in overtime assignment shall be corrected through the assignment of future overtime so as to give the employee concerned treatment at least as favorable as he would have received if the error had not been made. The employee concerned shall be offered the next overtime work opportunity within his job classification not later than two (2) weeks after the original error is called to management's attention.

### **Section 12 — Full-Time/Part-Time Conditions**

- a. A regular full-time employee is defined as one who is regularly scheduled to work forty (40) hours per week as defined in Article III, Section I.
- b. A part-time employee is defined as one who works twenty-nine and one-half (29½) hours or less per week. Time and one-half (1½T) shall be paid to all part-time employees for all hours worked in excess of twenty-nine and one-half (29½) hours per week.
- c. Any employee, regularly scheduled for work over fifteen (15) hours per week shall become eligible for welfare benefits under the terms and conditions specified in Article XV.
- d. In the event, a full-time employee is reduced to part-time through no fault of his/her own, he/she will retain the full-time hourly rate of pay and all other benefits he/she would have received had he/she not been reduced to part-time.
- e. A temporary full-time employee (i.e., vacation fill-ins,



fill-ins due to sickness, school and college students 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.

- f. Where a part-time employee notifies the Company in writing by April 1st that he/she will be available for continuous full-time work after June 30th, then 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.
- g. A part-time employee may utilize seniority for available part-time hours up to twenty-nine and one-half (29½) hours in his/her store contingent upon the requirements of the business and the ability of the individual employees to perform the available work.
- h. If a part-time employee works thirty (30) hours or more in any one week for four (4) or more consecutive weeks, the full-time position established, will be put up for bid for a period of two weeks. Should the employee who has established the full-time position be bumped by a more senior employee, the bumped employee will revert back to his/her previous classification that would include rate of pay and other benefits.
- i. The most senior part-time employee will be scheduled for the most hours within the definition of part-time.
- j. A part-time employee may utilize seniority to achieve a forty (40) hour position provided the hours are available on the schedule in accordance with

### Article III.

- k. 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 part-time hours for that week.

### **Section 13 — Miscellaneous Conditions**

- a. No member of the Union shall suffer a reduction in wages or vacation time as a result of the signing of this Agreement.
- b. 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.
- c. An employee on the job shall be paid in full for all straight-time hours scheduled on the day of injury.
- d. All employees hired after the signature date of this Agreement shall be given credit for previous, proven supermarket retail food store experience acquired within two (2) years of the time in which application for employment is made. Such credit will be given at commencement of employment if previous experience is declared at that time or within thirty (30) days of declaration after date of hire; in no case will credit be given retroactively.
- e. Head Grocery Clerks and First Meat Cutters will replace Store Supervisors and Head Meat Cutters respectively for vacation and/or illness at the option of the Company. Replacement requirements shall be on the basis of forty (40) hours per week for the Head Meat Cutter and forty-four (44) hours per week for the Store Supervisor replacement.

**ARTICLE VI**  
**SALES REPRESENTATIVES**  
**RELATED GUARANTEE**

**Section 1**

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.

**Section 2**

The provisions of this Article shall not be construed as restricting a sales representative from inspecting any and all merchandise of his Company for spoilage, proper rotation or replacement; such representatives may price, mark and stock their own products in markets covered within the jurisdiction of this collective bargaining agreement under the terms and conditions of the Guarantees set forth below:

1. Employees who were reduced from full-time to part-time will be reinstated to full-time.
2. Part-time employees on layoff and entitled to recall will be reinstated on a normal schedule of hours.
3. Should a reduction of employees be required in any market and those affected by the reduction cannot be placed in another market, then the market where the reduction originated will not permit manufacturers' representatives to price, mark and stock their products until the conditions outlined in paragraphs 1 and 2 above are fulfilled. This does not apply if the person reduced does not exercise his seniority in another market.

The guarantee set forth in this Article is contingent upon there being no conditions such as fires, floods, civil disorder or other catastrophe beyond the Company's control and is applicable only to those employees hired prior to February 14, 1972.

## **ARTICLE VII LEAVES OF ABSENCE**

### **Section 1**

- 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 to 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 re-employed 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 the Company and Union may be reviewed and extended for additional periods of one (1) year each, subject to the conditions of Section 1(a) above.

## **ARTICLE VIII JOB DESCRIPTIONS**

### **Section 1**

- 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 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 checkout 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 other duties, as assigned by the store management, within his/her capabilities.

**ARTICLE IX  
TIME OFF IN CASE OF  
DEATH IN FAMILY**

**Section 1**

- a. In 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.
  
- b. 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 part-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) consecutive days, excluding Sundays, provided such employee was scheduled to work those days. Under no circumstances shall the application of this clause result in a change in the employee's basic weekly pay.

**ARTICLE X  
NO STRIKE — NO LOCKOUT**

**Section 1**

It is mutually agreed by the parties to this Agreement

that there shall be no strikes, work stoppages, or lock-outs during the life of this Agreement, and that any differences or misunderstandings which may arise between the parties hereto shall be amicably adjusted by and between the parties themselves except that the provisions of no strike or lockout shall not be binding on either party if the other fails to abide by the decision of an arbitrator.

## **Section 2**

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 United Food and Commercial Workers Union, A.F.L.-C.I.O.-C.L.C., 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.

## **ARTICLE XI WAGES**

See Exhibit "A" — Wage Scales, attached.

## **ARTICLE XII HOLIDAYS**

### **Section 1**

- a. (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	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

(2) In addition to the paid holidays enumerated above, three (3) personal holidays will be granted. Holiday pay will include night shift differential where applicable.

- b. Eligible full-time employees shall be granted three (3) personal holidays per 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.

One personal holiday to be taken between January 1st and April 30th. If the employee has not made his selection by March 1st, the Company shall assign the personal holiday with not less than two weeks notice.

The second personal holiday shall be taken between May 1st and August 31st. If the employee has not made his selection by July 1st, the Company shall assign the personal holiday with not less than two weeks notice.

The third personal holiday shall be taken between September 1st and December 31st. If the employee has not made his selection by November 1st, the Company shall assign the personal holiday with not less than two weeks notice.

- c. Eligible employees may use earned personal holidays for absence due to illness not otherwise compensated for.
- d. 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 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 time and one-half ( $1\frac{1}{2}T$ ) so that working employees will receive straight-time for holiday pay plus time and one-half for holiday work. Employer may schedule up to fifty percent (50%) of the required work force on holidays with part-time employees.

Holiday work, when required, shall be rotated among employees as specified in Article III, Section 4(b).

## **Section 3**

- a. Part-time employees hired up to and including July 1, 1965 are entitled to holiday pay as set forth in Section 1 above provided they average twenty (20) hours per week for four (4) weeks immediately preceding the holiday and provided they have six (6) months continuous service with the Company.
- b. Part-time employees hired after July 1, 1965 shall be paid four (4) hours holiday pay in lieu of eight (8) hours specified above. All other terms and conditions pertaining to holiday administration shall apply.

- c. 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(d).

#### **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 XIII VACATION PLAN**

#### **Section 1**

- a. For the period May 1, 1983 through April 30, 1984, the Company will grant a paid vacation, as set forth in the Letter of Understanding dated August 1, 1983, and subject to the same terms and conditions as noted under Section 3 of this Article, to eligible employees covered by this Agreement.
- b. Effective May 1, 1984, and for the duration of the Agreement, the Company will grant a paid vacation, as set forth under Section 2 and subject to the conditions under Section 3 of this Article to eligible employees covered by this Agreement.

## Section 2 — Types of Vacation Grants

Length of Continuous on-the-Job Service	Full-Time Employees (Regular)	Part-Time Employees (Regular)
More than three (3) mos. but less than one (1) year on May 1 of the calendar year.	1/12 of week's basic straight-time wage for each full month's service prior to May 1.	None
One (1) year or more, but less than three (3) years on May 1 of the calendar year.	One (1) week	The number of weekly hours normally worked.
Three (3) years or more but less than eight (8) years on Saturday nearest September 30 of the calendar year.	Two (2) weeks	Twice the number of weekly hours normally worked.
Eight (8) years or more, but less than fourteen (14) years on the Sat. nearest September 30 of the calendar year.	Three (3) weeks	Thrice the number of weekly hours normally worked.
Fourteen (14) years or more but less than twenty (20) years on the Saturday nearest September 30 of the calendar year.	Four (4) weeks	Quadruple the number of weekly hours normally worked.
Twenty (20) years or more on the Saturday nearest September 30 of the calendar year.	Five (5) weeks	Five times the number of weekly hours worked.

## Section 3 — Conditions

a. For vacation purposes only, a regular full-time em-

employee is defined as one who is regularly and continuously scheduled to work at least forty (40) hours a week.

- (1) 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).
- b. The "vacation period" shall be defined as that period beginning May 1 and ending on the Saturday nearest September 30, except that the third, fourth and fifth 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.
  - c. Unused vacation grant may not be carried over to the following vacation year.
  - d. All vacation pay shall be calculated on the employee's basic straight-time hourly rate. For purposes of administration, the vacation week will be the same as employee's pay week, i.e., Sunday through Saturday.
    - (1) 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.
  - e. 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 2.

- f. 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.
- g. 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.
- h. 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.
- i. Monthly vacation credits do not accrue in the case of:
  - (1) Layoffs of more than thirty (30) days.
  - (2) Student employees, or temporary help hired for peak or seasonal periods.
  - (3) Leave of absence exceeding thirty (30) days.
  - (4) Absence for other reasons except as provided in Paragraph j below.
  - (5) Except as provided by law (see Paragraph k).
- j. 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 (6/12) within the vacation year, will nevertheless be entitled to their vacation grant for that particular vacation year. In the event of absence in excess of six months, employees will be entitled to 6/12 of the annual vacation grant, plus an additional 1/12 for each month actively on the job during the vacation year.

- k. (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) In compliance with the Selective Service and Training Act, returning veterans who re-enter the Company's service within the vacation period (defined Section 3, Paragraph b) will be paid one-twelfth (1/12) of the annual vacation grant for each full month on-the-job during the vacation period.
- (3) Veterans who re-enter the Company's service after the final day of the vacation period (defined Section 3, Paragraph b) will become eligible for their earned vacation grant during the following vacation period as qualified in Section 3, Paragraph b.
- (4) 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.

- I. 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 XIV 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 the 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 supervisor 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 supervisor, then
- (2) In the event of failure to adjust the complaint, the Union Business Representative shall then discuss with the Superintendent and/or the District Manager,
- (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**

- a. 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 Association 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.

- b. 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 provisons 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 XV WELFARE**

### **Section 1**

- a. The Employer agrees to contribute to the United Food and Commercial Workers Union, Local 72 Welfare Fund, on behalf of each employee covered by this Agreement who regularly works ninety (90) hours or more per month, the sum of eighty-one and nine-tenths cents (\$.819) per hour for each hour worked up to a maximum of forty (40) hours each week.
- b. Effective June 1, 1984, the Employer agrees to increase its hourly contribution to the fund in an amount, as determined by the Board of Trustees, necessary to maintain benefits. This increase in contribution shall not exceed eight and one-half cents (\$.085) per hour.

- c. Effective June 1, 1985, the Employer agrees to increase its hourly contribution to the fund in an amount, as determined by the Board of Trustees, necessary to maintain benefits. This increase in contribution shall not exceed eleven cents (\$.11) per hour.
- d. For the purposes of this section, paid vacations and paid holidays shall be considered as time worked.

## **Section 2**

- a. Contributions by the Company for eligible full-time employees will commence with the first full pay week following the completion of thirty (30) days of continuous employment with the Company.
- b. Contributions by the Company for eligible part-time employees will commence with the first full pay week following the completion of six (6) months of continuous employment with the Company.

## **Section 3**

In cases where the United Food and Commercial Workers Union, Local 72 Welfare Fund is obligated to pay Accident and Health benefits for non-occupational 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 XVI PENSION**

## **Section 1**

- a. The Employer agrees to contribute to the United Food and Commercial Workers Union, Local 72 Pension Fund the sum of eighty and three-tenths cents (\$.803) 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 V, Section 12(d) of the Agreement, up to a maximum of forty (40) hours each week. Contributions for eligible employees by the Company will commence with the first full pay week following the completion of thirty (30) days of continuous employment with the Company.

- b. Effective July 1, 1984 to and including June 30, 1985, the Employer shall contribute the sum of eighty-two and five-tenths cents (\$.825) per hour for all regular full-time employees under the same terms and conditions as outlined above.
- c. Effective July 1, 1985 and for the duration of this Agreement, the Employer shall contribute the sum of eighty-four and seven-tenths cents (\$.847) per hour for all full-time employees under the same terms and conditions as outlined above.

## **Section 2**

The Trust Agreement and Pension Plan must have the continuing approval of the 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 seventieth (70th) 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.

#### **Section 6**

In the event the Employee Retirement Income Security Act or any regulations issued pursuant thereto mandates the inclusion of part-time employees in the Pension Plan, the Employer agrees to meet promptly upon the request of the Union to negotiate such additional contribution to the Pension Plan as may be necessary or required to meet the provisions of the Act or such regulations.

### **ARTICLE XVII 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 XVIII**  
**DURATION OF AGREEMENT**

**Section 1**

This Agreement shall be effective from June 20, 1983 to and including June 21, 1986 and shall continue from year to year after June 21, 1986 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 ..... day of  
....., 1983 by the duly  
authorized representatives hereto.

**FOR THE COMPANY:**

R. A. Carman  
J. F. Maurer  
P. Barry Cushing  
W. Pfeiffer

**FOR THE UNION:**

Henry Klach  
John D. Sileo  
Thomas M. Burke  
John W. Thomas  
Robert Lubreski  
John Ryan  
Joseph J. Pahira  
Robert Beaver  
Albert J. Danouski

**Section C**  
**CONDITIONS, PREMIUMS**  
**AND DIFFERENTIALS**

1. **\*\*Conditions regarding Customer Service Attendants:**
  - (a) Customer Service Attendants' duties shall include cleaning of entire store, parking lot and sidewalks. These duties shall include bagging, carrying out orders, handling empty bottles and bottle refunds, picking up carts and performing parcel pickup. Attendant may also be required to clean restrooms.
  - (b) The establishment of this classification will be at the Company's option and will in no way abridge management's right to require any store employee to perform one or more of the above duties where a Customer Service Attendant is not available.
  - (c) Customer Service Attendants 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. If layoffs are required in a given store, these employees will be the first to be on layoff status.
  - (d) 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.

2. NIGHT SHIFT DIFFERENTIAL (in accordance with Article III, Section 8):
  - (a) Twenty-five (25c) per hour
3. Employee in charge of night shift composed of three or more employees (self included) shall receive a premium of \$4.00 per week.
4. Replacements for Store Supervisors shall receive a four dollar (\$4.00) per day premium for each day of such replacements up to a total of three (3) days. Should the replacement for Store Supervisor go beyond three (3) days, the premium for such replacement shall be \$200.00 per week above the weekly rate of pay of the employee that has replaced the Store Supervisor.
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. In order for paragraphs 4 and 5 above to apply, replacement must be for five (5) hours or more each day.
7. A First Grocery Clerk who regularly and continuously replaces a Store Supervisor one day per week and receives a premium for that day shall receive the premium in his vacation pay.
8. A First Meat Cutter who regularly and continuously replaces a Head Meat Cutter one day per week and receives a premium for that day shall receive the premium in his vacation pay.
9. Employees in charge of store from 6:00 P.M. to store closing on evenings when neither Store



Supervisor, 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.

10. Replacements for 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. Replacements for Store Supervisor shall receive the replacement rate shown in Section C(4) above. In the case of Store Supervisor, Head Meat Cutter and Man in Charge of Store after 6:00 P.M., premiums in paragraphs 4, 5 and 9 above shall not be superimposed upon replacement pay.
11. In stores having an average gross volume of \$60,000 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. Effective June 21, 1980, employees assigned as Head Cashiers in stores with an average gross volume of \$60,000.00 or less will be red-circled in that store and the classification will be eliminated in those stores through attrition.
12. In stores whose meat departments have an average gross volume of \$12,000 per week or more, a

Service Deli 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.

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

## EXHIBIT A WAGES

### Section A — WAGE INCREASES

Each employee on the Company's payroll, unless otherwise noted, on the dates specified below, shall receive increases set forth below or the appropriate progression rate as set forth in Section B of this Exhibit, whichever is greater.

Across-the-board	December 18, 1983	June 17, 1984	June 16, 1985
Full-Time (per hour)	\$.30	\$.25	\$.30
Part-Time (per hour)	.20	.165	.20

## Section B — WAGE SCALES

Setting forth minimum scales effective June 20, 1983 to and including June 21, 1986.

	6/20/83 to and including 12/17/83		12/18/83 to and including 6/16/84		6/17/84 to and including 6/15/85		6/16/85 to and including 6/21/86	
	PER HOUR	PER 40 HR. WEEK	PER HOUR	PER 40 HR. WEEK	PER HOUR	PER 40 HR. WEEK	PER HOUR	PER 40 HR. WEEK
<b>FULL-TIME CLERKS CHECKERS, WEIGHERS AND WRAPPERS</b>								
1st 6 Mos.	6.618	264.72	6.918	276.72	7.168	286.72	7.468	298.72
2nd 6 Mos.	6.854	274.16	7.154	286.16	7.404	296.16	7.704	308.16
3rd 6 Mos.	7.239	289.56	7.539	301.56	7.789	311.56	8.089	323.56
4th 6 Mos.	7.465	298.60	7.765	310.60	8.015	320.60	8.315	332.60
5th 6 Mos.	7.691	307.64	7.991	319.64	8.241	329.64	8.541	341.64
6th 6 Mos.	7.944	317.76	8.244	329.76	8.494	339.76	8.794	351.76
<b>FIRST GROCERY CLERK</b>								
Total Store Volume								
Up to \$35,000	8.722	348.88	9.022	360.88	9.272	370.88	9.572	382.88
\$35,000 to \$50,000	8.806	352.24	9.106	364.24	9.356	374.24	9.656	386.24
\$50,000 to \$70,000	8.896	355.84	9.196	367.84	9.446	377.84	9.746	389.84
Over \$70,000	8.971	358.84	9.271	370.84	9.521	380.84	9.821	392.84

**FIRST PRODUCE CLERK**

Total Produce Volume

Up to \$3,500	8.669	346.76	8.969	358.76	9.219	368.76	9.519	380.76
\$3,500 to \$5,000	8.754	350.16	9.054	362.16	9.304	372.16	9.604	384.16
\$5,000 to \$7,000	8.838	353.52	9.138	365.52	9.388	375.52	9.688	387.52
Over \$7,000	8.913	356.52	9.213	368.52	9.463	378.52	9.763	390.52

**FIRST MEAT CUTTER**

(In Markets with Meat

Volume over \$5,000)	8.754	350.16	9.054	362.16	9.304	372.16	9.604	384.16
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**HEAD MEAT CUTTER**

Total Meat Volume

Up to \$10,000	9.332	373.28	9.632	385.28	9.882	395.28	10.182	407.28
\$10,000 to \$15,000	9.416	376.64	9.716	388.64	9.966	398.64	10.266	410.64
\$15,000 to \$20,000	9.50	380.00	9.80	392.00	10.05	402.00	10.35	414.00
\$20,000 to \$30,000	9.585	383.40	9.885	395.40	10.135	405.40	10.435	417.40
Over \$30,000	9.66	386.40	9.96	398.40	10.21	408.40	10.51	420.40

**JOURNEY MEAT CUTTER**

Full-Time	8.68	347.20	8.98	359.20	9.23	369.20	9.53	381.20
Part-Time	8.68		8.98		9.23		9.53	

**PART-TIME EMPLOYEES**

**PART-TIME EMPLOYEES  
CLERKS, CHECKERS, WEIGHERS  
WRAPPERS HIRED PRIOR  
TO 6/22/80**

6/20/83 to and including 12/17/83	12/18/83 to and including 6/16/84	6/17/84 to and including 6/15/85	6/16/85 to and including 6/21/86
6.392 Per Hour	6.592 Per Hour	6.757 Per Hour	6.957 Per Hour

**PART-TIME CLERKS,**

**PART-TIME CLERKS,  
CHECKERS, WEIGHER WRAPPERS  
HIRED AFTER 6/22/80**

	6/20/83 to and including 6/16/84	6/17/84 to and including 6/15/85	6/16/85 to and including 6/21/86
30 Days to 1 Year	3.50	3.50	3.50
2nd Year	3.70	3.70	3.70
3rd Year	4.00	4.15	4.25
4th Year	4.50	4.60	4.70
Thereafter	4.70	4.95	5.15

**CUSTOMER SERVICE  
ATTENDENTS**

30 Days to 1 Year	3.45	3.45	3.45
2nd Year	3.60	3.60	3.60
3rd Year	4.00	4.15	4.25

**RATES OF PAY FOR  
EMPLOYEES HIRED  
AFTER 6/20/83**

**APPRENTICE MEAT CUTTER**

	<b>PER HOUR</b>	<b>PER 40 HOUR WEEK</b>
1st 6 Mos.	6.50	260.00
2nd 6 Mos.	7.00	280.00
3rd 6 Mos.	7.50	300.00
4th 6 Mos.	8.00	320.00
Therafter to Jourymen Rate		

\*These rates are not to be less than ten cents (\$.10) per hour over the existing Minimum Wage.

## **Exhibit B**

### **COST OF LIVING**

The provisions of this Exhibit B, Cost of Living, shall be waived for the duration of this Agreement.

To determine any Cost of Living Adjustments or any Cost of Living Allowance, the following provisions only shall apply during the term of this Agreement.

1. During the period of this Agreement, the Cost of Living Adjustment, if applicable, shall be made on December 27, 1981 and December 26, 1982.
2. Such adjustment shall be made based on changes, if any, in the first published Consumer Price Index (Revised New Series for Urban Wage Earners and Clerical Workers) of the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100) "All Cities" (hereinafter referred to as the CPI-W) as of the prior April and October.
3. If there is no change in the CPI-W requiring an adjustment in a different amount, the amount of the adjustment, if any, will continue in effect for an additional six (6) month period.
4. The Allowance, if any, will be determined as follows:
  - (a) Using the April 1981 "All Cities" Consumer Price Index (CPI-W) (1967 = 100) as a base, adjust hourly rates of pay, effective December 27, 1981, by one cent (1c) for each full .4 points that the October 1981 Index exceeds the base Index of April 1981. Such adjustment shall be reduced by the full-time across-the-board increase effective June 21, 1981 of thirty cents



(\$.30) per hour. This thirty cent (\$.30) reduction shall apply to both full and part-time employees.

(b) Using the April 1982 "All Cities" Consumer Price Index (CPI-W) (1967=100) as a base, adjust hourly rates of pay, effective December 26, 1982, by one cent (1c) for each full .4 points that the October 1982 Index exceeds the base Index of April 1982. Such adjustment shall be reduced by the full-time across-the-board increase effective June 20, 1982 of thirty cents (\$.30) per hour. This thirty cent (\$.30) reduction shall apply to both full and part-time employees.

5. If after an allowance has been in effect, pursuant the foregoing paragraph, the CPI-W shall decrease, one cent (1c) shall be deducted from the allowance for each four tenths (.4) points decrease in the CPI-W below the level which the CPI-W was required to reach in order to earn the last previous amount of allowance, provided that no deduction shall be made from the negotiated hourly rate.
6. In the event the CPI-W for April or October has not been issued by the following November, then any adjustments that are required will be made at the beginning of the first pay period after receipt of the CPI-W.
7. In the event the CPI-W shall be revised or discontinued, and in the event the Bureau of Labor Statistics, U.S. Department of Labor does not issue information which would enable the Employer and the Union to determine what the CPI-W would

have been had it not been revised or discontinued, then the Employer and the Union will negotiate and agree upon an appropriate substitute for the CPI-W.

8. The Cost of Living Adjustment shall not become a fixed part of the base rate for any classification.
9. The Cost of Living Adjustment, if any, effective December 27, 1981, shall not apply to employees hired after that date.

The Cost of Living Adjustment provisions shall not apply to employees hired after December 26, 1982.

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*This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.*

Form Approved  
O.M.B. No. 1220-0001  
Approval Expires 7/31/84

JANUARY 20, 1984

FEB 24 1984 R

Secretary Treasurer  
United Food and Commercial workers  
Intl Union  
268 Pierce Street  
Kingston, PA. 18704

PREVIOUS AGREEMENT EXPIRED  
JUNE 19, 1983

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Acme Markets Inc Wilkes-Barre Vic LU

WITH Food and Commercial Workers;  
PENNSYLVANIA

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

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

*If more than one agreement, use back of form for each document. (Please Print)*

- 1. Approximate number of employees involved 2000
- 2. Number and location of establishments covered by agreement \_\_\_\_\_
- 3. Product, service, or type of business Retail
- 4. If your agreement has been extended, indicate new expiration date June 21, 1986

*Henry Klaus*  
 Your Name and Position Secretary-Treasurer Area Code/Telephone Number 717-288-5465  
 Address 268 Pierce Street., Kingston, Penna. 18704 City/State/ZIP Code