

100-17-1967

1967-1969

Agreement between

RETAIL STORE EMPLOYEES UNION LOCAL 692, AFL-CIO

and

ACME MARKETS, INC.

AGREEMENT

THIS AGREEMENT made and entered into this 16th day of February, 1967 between ACME MARKETS, INC. (hereinafter referred to as "Employer") a participating member of Baltimore Food Employers Labor Relations Association (hereinafter referred to as "Employers Council") and the Retail Store Employees Union, Local 692, chartered by the Retail Clerks International Association, (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the Employers' Council is an employer association of food chains in and about the Baltimore, Maryland area and, as bargaining agent for its member companies, has negotiated with the bargaining committee of the Union; and

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

WHEREAS, it is recognized that the well-being of both parties is directly dependent upon the skill and efficiency with which the business of the Employer is conducted.

SECTION 1. MANAGEMENT AUTHORITY

The authority and responsibility for the management of the business, including, but not limited to, the planning, direction and control of the work force shall repose exclusively in the Employer and its appointed representatives, subject to the provisions of this Agreement.

SECTION 2. RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all of its employees (other than store managers, meat department, and supervisory employees, coming under the Jurisdiction of the Retail Store Employees Union, Local 692, in the stores in the areas set forth in Exhibit B, attached hereto and made a part hereof.

B. All work and services connected with, or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail establishments covered by this Agreement, shall be performed only by employees of the Employer within the unit referred to above for which the Union is recognized as the collective bargaining agency by the Employer.

1. This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to initial special displays unless they have a tendency to become constant or too often.

C. The Employer further agrees that if the Employer should establish a new store or stores within the jurisdiction of the Union as set forth in Exhibit "B" this Agreement shall apply to such new store or stores. In the event the Employer engages in department or discount type stores, then the Employer and the Union shall negotiate as to the terms for wages and hours for such employees.

1. In the event an Employer member in the future engages in a department or discount type store, commonly known as a general merchandise store, and an agreement between the Union and the Employer cannot be concluded, then the provisions of Section 19, "No Strike - No Lockout" shall not be binding upon the Union and the Employer.

D. Any and all types of Retail Food Markets of the Employer shall be covered by terms and conditions of this Agreement.

SECTION 3. UNION SECURITY

A. All employees shall, as a condition of employment, become and remain members of the Union on and after the thirty-first (31st) day following the date of employment, or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is the later.

B. Upon failure of any employee to become or remain a member of the Union within the period and under the conditions specified in Paragraph A above, the Union shall notify the Employer, in writing, of such failure and the Employer shall immediately, upon receipt of such notice, but not more than (7) days thereafter, discharge any such employees, as provided in the Labor Management Relations Act of 1947 as amended.

C. The Employer may display in each store the Union Store Card or Decal as furnished by the Union and agrees to surrender same upon demand of the Union.

D. The Employer will notify the Union, in writing, within thirty (30) days from the date of employment, reinstatement or transfer into the bargaining unit of any employee, of the name of such employee, the home address, job classification, and date of employment, reinstatement or transfer.

E. It is further understood that all newly hired employees shall be on probation for the first thirty (30) days of employment and may be discharged by the Employer, giving Union no cause of dismissal within this period.

F. All previous supermarket experience in the same type of work of any newly hired employee within the preceding three (3) years, proven by verification or ability, shall be recognized for the sole purpose of establishing the pay scale to which the

employee is entitled, only that portion of experience which actually falls within the three (3) year period shall be recognized. The Employer, employee and the Union will make every effort to verify all previous experience claimed on the employee's application for employment. If, however, complete information cannot be obtained within the first three (3) months of employment, the pay scale shall be determined by the Employer on the basis of whatever verification of experience has become available and the employee's ability. The Employer agrees to notify the Union no later than sixty (60) days after employment if complete verification of experience has not been obtained. Employees terminated prior to verification of previous experience to receive starting rate.

SECTION 4. SENIORITY

A. Seniority for the purpose of this contract shall be calculated by continuous service from the last date of employment (except as otherwise provided). Seniority list for all full time employees and a separate list for all part time employees shall be set up by the Employer and shall be furnished to the Union upon request. Seniority areas governing this Agreement are outlined in Exhibit "C," attached hereto and made a part hereof. Seniority shall prevail in the following instances in the manner as listed hereafter.

B. The Employer agrees to give a week's notice or a week's pay in lieu of a week's notice to full time employees with six (6) months service and three (3) days' notice or three (3) days' pay to part time employees with twelve (12) months service who are laid off due to lack of work. All employees likewise shall give a week's notice prior to intended resignation. It is mutually agreed that after termination notice has been given by either party, no new request for sick benefits shall be granted.

C. Employees laid off due to the store closing or reduction of employment shall be laid off by order of the most recent hired and shall be rehired in the reverse order of the layoff, with due consideration given job classification. Employees laid off and subsequently recalled within six (6) months will retain former seniority. Employer agrees to go beyond the seniority areas in the case of full time layoffs in distressed areas. However, Employer will decide what store to transfer the employee to. There shall be no bumping by seniority.

1. Full time employees to be laid off shall have option of part time employment, and shall be placed at the top of the part time seniority list, or may take a complete layoff. They shall have right of recall on any full time opening, provided they can do the work. Full time employees reduced from full time to part time through no fault of their own will retain Blue Cross and Blue Shield coverage for a period of six (6) months. The Employer will pay the monthly composite rate as certified by the Trustees to the "Fund" for this coverage.

2. The Employer shall combine existing part time assignments on a seniority basis, unless such hours duplicate each other, providing the employee can do the work, so as to provide the maximum part time employment per individual within the definition of part time employment, and further to create as many full time positions as possible.

D. The Employer recognizes the principle of seniority as being one in which the movement of an employee from one job to another or from one location to another through promotion, demotion, layoff, recall after layoff, or permanent transfer, shall be governed by the length of service of the employee, and in connection with such movement the Employer may take into consideration as to each employee involved his ability to perform the work.

E. Employees having more than one (1) year's seniority on either the night or day shift shall have the right to request a transfer to or from the night or day shift on an individual store basis.

F. Employees on leave of absence, sick leave, or maternity leave shall retain their former standing on all seniority lists.

G. The Employer agrees to advise the Union weekly on all increases, monthly on all terminations, and will continue to advise the Union of newly hired employees as in the past, but not later than thirty (30) days.

H. Part time employees who desire to obtain full time work shall request same, in writing, to Company Personnel Office and the Union. When full time openings occur, preference shall be given to the part time employee in the order of the date the request was received at the Personnel Office.

I. Part time employees shall receive credit toward full time service based on a conversion ratio of two thousand eighty (2080) part time hours equal one (1) year of full time work for wage rates only.

J. Employer has the right to discharge any employee for good cause, including, but not limited to, dishonesty, intoxication during working hours, provided, however, that no employee shall be discharged or discriminated against because of membership in the Union or for Union activities.

SECTION 5. WAGES

Wage scales are set forth in Exhibit "A," attached hereto and made a part hereof.

SECTION 6. HOURS AND OVERTIME

A. The guaranteed basic work week for all full time employees shall be forty (40) hours per week, consisting of five (5) eight (8) hour days.

1. All time worked by any employee in excess of eight (8) hours in one (1) day, five (5) days in one (1) week, or forty

(40) hours in one (1) week or in excess of thirty-two (32) hours in any week in which one (1) of the specified holidays falls shall be deemed overtime and paid for at the overtime rate of time and one-half (1½) of the employee's regular rate of pay, except as may be provided in Section 8-B.

2. Full time employees shall be paid at the overtime rate for all hours worked after 6:00 P.M. except two (2) nights per week.

3. All time worked before 7:00 A.M. or after 10:00 P.M. shall be paid for at the overtime rate except for those employees on the night shift.

4. There shall be no split shifts.

5. The regular day's work for all full time employees shall be worked within nine (9) consecutive hours and all employees shall receive one (1) hour off for lunch at approximately the middle of the working day, except that any employee may receive only one-half (½) hour meal period when he works within eight and one-half (8½) consecutive hours, provided it is mutually agreed upon. The meal period shall not begin before three (3) hours work, nor later than five (5) hours of work.

6. On days where overtime is worked, if the second meal period is taken, it shall consist of one-half (½) hour's duration only. The taking of the second meal period will be only by mutual consent of employee and Employer.

7. Any employee required to work his meal period shall receive pay for that period of time at the overtime rate of time and one-half (1½) the regular rate of pay.

8. All full time employees reporting for work at their scheduled time shall be guaranteed a full day's work of eight (8) hours with pay. In the event such an employee is called to work on his pre-designated day off, he shall be guaranteed a minimum of four (4) hours' pay at the overtime rate of time and one-half (1½).

9. Part time employees who report to work pursuant to instructions and are not given work shall be paid for four (4) hours, if available, but in no event for less than three (3) hours.

10. The Employer may establish as many shifts as necessary and the starting time of such shifts shall be optional with the Employer.

11. Overtime shall be worked at the designation of the Employer. The overtime pay shall be computed on a daily or weekly basis but not for both. In the working of overtime, consideration shall be given to the ability and practicability of the employee involved to perform assigned work.

B. 1. A night crew employee is one who is scheduled for work on a night crew two (2) or more nights in any one (1) week. No employee shall be required to work a day and night shift in the same work week.

2. Any employee working on the night crew two (2) or more nights during the week shall receive the night premium for all hours worked during the entire week.

a. Any time worked by a member of a night crew prior to store closing, or after 9:00 A.M., shall be paid at time and one-half (1½) of the employee's regular rate of pay, which shall be in addition to his night premium.

3. Each employee working on the night shift shall receive an additional seventeen and one-half (17½¢) cents per hour, which shall be over and above the regular rate of pay for the same or similar day job.

4. One person will be designated as the man in charge of the night crew for the entire store, which includes Grocery, Produce and Meat Departments.

a. The man in charge of night crew will receive, in addition to his night premium, an additional seven dollars (\$7.00) per week.

5. Any regular member of the night crew will receive his basic weekly wage plus his night premium in the computation of his overtime, vacation or holiday pay.

6. The meal period for night crew members shall be one-half (½) hour duration only.

7. A night crew may work four (4) ten (10) hour shifts at straight time by mutual agreement.

8. Only full time employees shall be used on a night crew.

C. The Employer shall post weekly in each department and/or store a working schedule of all employees covered by this Agreement showing their daily hours of work and their pre-designated day off. This notice shall be posted by the Saturday preceding each work week. The Employer shall give all full time employees seven (7) calendar days' notice of any change in their pre-designated day off, except in case of emergency beyond the Company's control. Employees required to work on their pre-designated day off without receiving due notice as above provided shall be paid at the rate of time and one-half (1½) their straight time rate of pay for work performed on such day.

D. All employees will be given a ten (10) minute rest period approximately in the middle of each four (4) hour shift.

E. The Employer may schedule certain employees (30) minutes after store closing without overtime or being counted as a night worked. This shall mean the scheduled thirty (30) minutes will be included in the eight (8) hour day.

F. Employees shall be at their work stations ready for work at their scheduled starting time, otherwise they are reporting late.

G. A part-time employee is one who works twenty-nine (29) hours or less per week, except during the period of June 15th to September 15th, when a part time employee may work up to thirty-five (35) hours per week at the part time rate of pay.

1. When a part time employee exceeds the hours as specified in Paragraph G above, he shall be paid at the appropriate full time hourly rate of pay for all hours worked that week.

## SECTION 7. VACATIONS

A. Full time employees with one or more years of continuous service shall be granted vacations as follows:

Annual Vacation	Pro Rata Vacation on Termination
One (1) week uninterrupted after one (1) year	1/12 week for each additional month
Two (2) weeks uninterrupted after three (3) years	2/12 week for each additional month
Three (3) weeks after eight (8) years	3/12 week for each additional month

Four (4) weeks after seventeen (17) years. 4/12 week for each additional month

Five (5) weeks after twenty-five (25) years 5/12 week for each additional month

B. Employees discharged for drinking on the job shall not be entitled to pro rata vacation pay. Employees discharged for acknowledged or proven dishonesty shall not be entitled to any vacation pay.

C. An employee who has earned (3) or more weeks of vacation is entitled to at least two (2) weeks uninterrupted, with the remaining period to be taken at a time convenient to both the Employer and the employee.

D. Employees must work forty-one (41) weeks during the vacation year to qualify.

E. Vacation time shall be computed from date of employment or anniversary of vacation eligibility date, and shall be taken at a time convenient to both the employee and the Employer, and shall be paid at the rate of pay in effect at the time the vacation is taken. Leave of absence for any reason shall not be considered as time worked, but if the leave exceeds eleven (11) weeks within the vacation year, the vacation anniversary date shall be adjusted by the length of time of absence. The adjusted date shall be used for future vacations unless further changed by other leaves of absence.

F. When a holiday designated in Section 8-A occurs during the full time employee's vacation, the employee shall be entitled to an extra day's vacation or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

G. Seniority of employees shall be a governing factor in selection of vacation dates. The vacation schedule of an employee cannot be changed, except by mutual agreement, when it is less than thirty (30) days to the date the employee has selected.

H. Vacation pay is to be paid to the employee prior to the day the vacation begins.

I. Part time employees shall be entitled to a vacation on or after each anniversary date of their employment pro-rated on the basis of the average straight time hours worked during the preceding year, according to the vacation formula set forth above and subject to the same conditions as pertain to full time employees.

J. When a holiday, designated in Section 8, occurs during a part time employee's vacation, and the part time employee would ordinarily have been scheduled for work on that day, he or she shall be paid as provided in Section 8.

K. Employee may start his or her vacation on any day which is mutually agreed upon by the Employer and the Employee.

L. A part time employee going to full time shall not suffer a reduction in the number of hours of vacation he would have received as a part time employee for the first vacation of such change.

## SECTION 8. HOLIDAYS AND SUNDAYS

A. The Employer agrees that the following days shall be holidays. When a holiday falls on a Sunday, the following Monday shall be observed.

New Year's Day	Labor Day
Easter Monday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

1. Work may be performed on any of the hereinabove mentioned holidays, however, work as such shall be compensated for at the rate of double the employee's regular straight time rate of pay, which shall be over and above the full time pay as provided.

B. It is further agreed that the work week during which a holiday occurs, in accordance with this Agreement, shall be considered a four (4) day week consisting of thirty-two (32) straight time hours, for which the employee shall be paid forty (40) hours' pay if they qualify under Section 8-C. All time worked over thirty-two (32) hours during said holiday week shall be compensated for at the overtime rate of time and one-half (1½) except that an employee may work forty (40) hours at straight time in addition to his or her holiday pay, provided it is mutually agreed upon between Employer and employee.

1. a. All part time employees, upon completion of sixty (60) days but less than one (1) year of continuous service with the Employer, shall be entitled to holiday pay as set forth in this paragraph when said holiday falls on their scheduled work day, based on the number of hours regularly worked by such employee on that day.

b. All part time employees with one (1) or more years of continuous service shall be entitled to holiday pay based on the number of hours regularly worked by the Employee on that day if the holiday falls on a regularly scheduled work day or holiday pay of four (4) hours at straight time if the holiday falls on a non-scheduled day.

c. In either case the employee shall:

(1) Work his or her scheduled work day before and after such holiday, Sunday excepted; and

(2) Work at least one (1) day during the said holiday week.

d. Work schedules shall not be changed for the purpose of avoiding holiday pay.

C. No employee shall receive pay for any holidays not worked unless such employee has reported for work on his or her regular work day next preceding and next following said holiday. Employees shall be deemed to have reported for work if absence on the day before or the day after said holiday is due to express permission from or action of the Employer, or death in the immediate family, and also in case of certified illness, but in any event, employees off one (1) full week before a holiday and one (1) full week after a holiday would not be entitled to holiday pay, unless otherwise provided for in this Agreement.

D. Upon the completion of three (3) months continuous service with the Employer, regular full time employees shall be entitled to one (1) personal holiday within each calendar year which may be taken at any time which is mutually satisfactory to the Employer and the employee.

Part time employees with six (6) or more months of continuous service with the Employer, shall be entitled to a personal holiday of four (4) hours within each calendar year to be taken at any time which is mutually satisfactory to the Employer and the employee.

E. Triple time shall be paid for all work performed on Sundays.

F. Hours and/or days which qualify for Sunday or Holiday premium pay shall not be included in computing weekly overtime. There shall be no pyramiding of overtime and/or premium pay. Hours worked on Sundays or holidays shall be in addition to the normally scheduled work week.

G. Sunday work shall be assigned on the basis of seniority within the store. In the event the Employer cannot schedule the necessary number of employees on voluntary basis then the employees in reverse order of seniority shall be obligated to work.

#### SECTION 9. UNION ACTIVITIES

A. There shall be no discrimination against any employee because of Union membership. The Employer further agrees there shall be no discrimination against any Steward of the Union as a result of their activities and performance of their responsibilities. The Union agrees that neither it nor its members will engage in Union activities on the Employer's time or in the Employer's stores, provided, however, that representatives of the Union shall have free access to the Employer's stores during business hours.

1. It is understood that the Stewards of the Union shall, at all times, be full time employees and shall be the last to be laid off in any case. Union shall furnish to the Employer a complete list of Stewards which shall be submitted from time to time as may be necessary.

2. Shop Stewards may be transferred only after two (2) weeks' written notice to the Steward and the Union. During the two (2) week period, the Employer agrees to meet with the Union to discuss the transfer, if deemed necessary, by either party.

3. It is understood that Union will use its best efforts to secure as Stewards a high calibre of employee who shall be required to conform to the standards and qualifications set by the Union.

#### SECTION 10. ARBITRATION AND ADJUSTMENT

A. Should a controversy, dispute or disagreement arise during the period of this Agreement concerning the interpretation of the provisions of this Agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the Agreement, there shall be no cessation or stoppage of work or lockout because of such controversy, dispute, or disagreement, but the difference shall be adjusted in the following manner.

B. Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall, within three (3) days commence discussion in an attempt to reach a settlement of the controversy.

C. If the matter is not amicably settled under B above, then either party may, on giving five (5) days' notice to the other party submit the matter to a Board of Arbitration appointed as follows:

1. One (1) member shall be appointed by the Employer involved, and one (1) member shall be appointed by the Union. They shall, within three (3) days thereafter, mutually select a neutral chairman who shall be disinterested and not a member of the Union, nor engaged in the same line of business as the Employer, and those three (3) shall constitute a Board of Arbitration and shall render a decision within five (5) days or such further time as the Board of Arbitration may mutually agree upon and said decision shall be final, binding and conclusive upon all parties concerned.

2. In the event the Board of Arbitration is unable to agree on a mutual chairman within the time limits herein prescribed, a request shall be made to the American Arbitration Association for a list of fifteen (15) arbitrators and the parties shall select therefrom one (1) arbitrator as follows: Each of the parties shall strike one (1) name from the list until a last name remains, each of the parties drawing lots to determine who shall be entitled to the first strike.

3. The Arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local or of the International or which may in any way affect or change the Union Security Clause, nor shall the arbitrator have the authority to effect a change in, modify, or amend any of the provisions of this Agreement or to make decisions or provisions covering wages or working conditions to be incorporated either in a new Agreement or any subsequent annual Agreement, except as hereinafter provided.

D. The provisions of no strike or lockout shall not be binding on either party if the other fails to abide by the decision of the Board of Arbitration. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

E. All complaints must be filed, in writing, within ninety (90) days after occurrence of the matter in dispute or disagreement, provided that any complaints in reference to dismissal must be filed, in writing, to the Employer within ten (10) days from the date of dismissal. Complaints not filed within the limits herein specified shall have no right of appeal by any party involved.

F. During the consideration of such differences or misunderstanding, neither party shall use any coercive or retaliatory measures to compel the other party to accede to its demands.

#### SECTION 11. LEAVES OF ABSENCE

Subject to the following conditions, employees shall be granted leave of absence which shall not interrupt their service records, providing such request is made by the employee, in writing, to the Personnel Department seven (7) days prior to commencing such leave:

A. The Employer agrees that any member of the Union, employed by Employer during the period of this contract who is elected to permanent office in Union or is assigned by Union to any Union activity necessitating temporary leave of absence, 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 guaranteed re-employment at his former wage rate plus any increase or less any reduction that may have become effective during his absence, provided that he applied for re-employment forthwith upon leaving the Union.

B. Leave of absence shall be granted up to one (1) year without pay when an employee with six (6) or more months of continuous service is unable to work because of sickness or accident, and this leave shall become effective after the final sick benefit payment is made. The disability must be attested by a registered physician.

C. Full time employees with twelve (12) months or more of continuous service and part time employees with eighteen (18) months or more continuous service shall be entitled to maternity leave of absence without pay up to nine (9) months, provided the employee, 1) before commencing such leave furnishes a doctor's certificate and states that she intends to return to work, and 2) before returning to work furnishes the Employer with a doctor's certificate stating she is physically able to return to work and gives fifteen (15) days notice prior to such return.

D. The Employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States. Because the schedule of progressive wage rates provided for by Exhibit "A" hereof depends upon actual experience on the job, a person re-employed pursuant to this Section shall, for purposes of Exhibit "A," be credited only with months of actual payroll service. A person so re-employed shall be paid at the current rate for the appropriate job classification based upon his actual job experience. At the time an employee leaves for military service, he shall receive whatever vacation pay is due him.

#### SECTION 12. WORKING CONDITIONS

A. No member of the Union shall suffer a reduction in wage rates or an increase in hours or reduced vacation time or split shift solely by the signing of this Agreement.

B. The Employer will furnish and launder such store linen as it desires worn by its employees. Since this item of expense is intended to make the Employer's service more attractive to customers, members agree to cooperate by presenting a neat, clean, business-like appearance while on duty in the stores.

C. If a physical examination or health permit is required by the Employer or local government, all expenses attached to same shall be borne by the Employer.

D. When a higher classified employee is absent from his position for more than one (1) day and another employee performs the job of the higher classified employee, he shall receive the appropriate rate of pay of the higher classification.

E. A full time clerk who receives a pay rate which is higher than the pay rate provided in Exhibit "A" for his classification, who is promoted to a department head and subsequently demoted to his former classification shall receive the same pay rate differential which he previously received.

F. The Employer agrees, in the event of a temporary transfer at the Employer's request, to reimburse the employee for increased transportation costs on the basis of eight (8¢) cents per mile, except, however, when an employee chooses public transportation, excluding taxicabs, he shall be reimbursed only for the actual cost of such increased transportation.

G. Notices concerning Union business which have been approved by the Personnel Department will be posted in designated locations in the stores.

H. First Aid Kits for each store and all tools of the trade will be furnished by the Employer.

I. The Employer shall have a time clock in each store for the purpose of keeping record of all hours worked by the employees.

#### SECTION 13. JURY DUTY

A. 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 be expected to work their regularly posted schedule on days when the jury is not in session.

B. An employee serving on the jury shall not be required to work hours other than those during which the employee is normally scheduled and in no case shall they be required to report for less than four (4) hours.

#### SECTION 14. FUNERAL LEAVE

Employees with six (6) months' service shall, in the case of a death in the immediate family, namely, of a parent, spouse, child, brother, sister or parent-in-law of employee, requiring the employee's absence from his regularly scheduled assignments, be granted a leave of absence up to three (3) days beginning with the day of death. Neither Sunday nor the scheduled day off of the full time employee shall be counted. When an employee's normal time off falls within the three (3) day period, he shall be reimbursed for that portion of the time normally scheduled for work, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary.

#### SECTION 15. CHECK OFF

The Employer shall check off the initiation fees and monthly dues from all employees who authorize, in writing, such deductions and shall remit amounts so deducted within thirty (30) days after their collections to the financial secretary or designated officer of the Union.

#### SECTION 16. HEALTH AND WELFARE

A. Effective January 22, 1967, to and including February 28, 1967, Employer shall contribute the sum of fourteen (14¢) cents per hour for each hour worked by each full time employee up to a maximum of forty (40) straight time hours per week to the Baltimore, Maryland Food Employers Labor Relations Association and Retail Store Employees Union Local #692 Health and Welfare Fund, hereinafter called "the Fund." The said fourteen (14¢) cents per hour shall be in lieu of any obligation on the part of the Employer to provide any Health and Welfare benefits other than those provided by the Trust Agreement and Plan governing the Fund. The hourly contribution by the Employer will commence with the first full payroll week following the first (1st) of the month after completion of six (6) months of continuous full time employment with the Employer.

B. Effective March 1, 1967, to and including April 20, 1968, Employer shall contribute to the Fund the sum of seventeen (17¢) cents per hour under the same terms and conditions as set forth in Paragraph A above.

C. Effective April 21, 1968, and for the remainder of this Agreement, the Employer shall contribute to the Fund the sum of twenty (20¢) cents per hour under the same terms and conditions as set forth in Paragraph A above.

D. Effective January 22, 1967, to and including February 28, 1967, the Employer shall contribute to the Fund the sum of two (2¢) cents per hour for each hour worked by part time employees, up to a maximum of forty (40) straight time hours per week, commencing with the first full payroll week following

the first (1st) of the month after completion of six (6) months of continuous part time employment with the Employer.

E. Effective March 1, 1967, to and including April 20, 1968, the Employer shall contribute to the Fund the sum of four (4¢) cents per hour under the same terms and conditions as set forth in Paragraph D. above.

F. Effective April 21, 1968, and for the remainder of this Agreement, the Employer shall contribute to the Fund the sum of seven (7¢) cents per hour under the same terms and conditions of Paragraph D above.

G. The Fund shall be governed by a board of trustees consisting of equal numbers to be designated by the Baltimore Food Employers Labor Relations Association and the Union.

H. It is agreed that all questions involving Health and Welfare not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

I. An Employer, at its discretion, may or may not be required to designate a representative on the board of trustees, but in any event the Employer agrees to be bound by all the decisions made by the trustees in accordance with the Declaration of Trust.

#### SECTION 17. PENSION—RETIREMENT

A. Effective January 22, 1967, and for the life of this Agreement, Employer shall contribute no less than the sum of five (5¢) per hour up to a maximum of forty (40) straight time hours per week for each hour worked by each full time employee to the Baltimore FELRA and Retail Clerks Pension Fund. The hourly contribution by the Employer for new employees will commence with the first full payroll week following the completion of thirty (30) days of continuous full time employment with the Employer, retroactive to the date of employment.

B. The Pension Fund and Plan shall be governed by a board of trustees consisting of equal numbers to be designated by the Baltimore Food Employers Labor Relations Association and the Union.

C. It is understood and agreed that the Pension Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service, so as to allow the Employer an income tax deduction for the contributions paid hereunder.

D. It is agreed that the Pension Plan shall provide that it be mandatory that each employee covered by this Agreement shall not retire later than the first (1st) day of the month following his or her sixty-fifth (65th) birthday.

E. It is agreed that all questions involving pensions not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the plan.

F. An Employer, at its discretion, may or may not be required to designate a representative on the Board of Trustees, but in any event the Employer agrees to be bound by all the decisions made by the trustees in accordance with the Declaration of Trust.

#### SECTION 18. SEPARABILITY CLAUSE

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of re-negotiation and agreement on provision or provisions so invalidated.

#### SECTION 19. NO STRIKE—NO LOCKOUT

It is mutually agreed by the parties of this Agreement that there shall be no strikes or stoppage of work by the employees or by the Union, nor shall there be any lockout by the Employer during the life of this Agreement, and that any difference of opinion or misunderstanding concerning the interpretation of the provisions of this Agreement which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves, and if the parties cannot amicably adjust the differences, then the matter shall be referred to a Board of Arbitration as provided in Section 10. Nothing contained herein, however, shall compel any employee to walk through a picket line, provided picket line has the sanction of his own International Union.

#### SECTION 20. DURATION OF AGREEMENT

This Agreement shall be effective from and after January 22, 1967 and shall remain in force until and including July 19, 1969 and from year to year thereafter with the right of either party to reopen upon written notice, not less than sixty (60) days prior to July 19, 1969, or the 19th day of July of any subsequent year thereafter of a desire either to change or terminate this Agreement. In the event either party serves notice, it is agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that, pending the results of such re-negotiation, neither party shall change the conditions existing at the time under the contract.

If, during the period of negotiation, the Union decides to terminate this Agreement, it agrees, however, that it will not strike or cause a stoppage of work by the employees, unless notice of strike action is given at least two (2) days prior to the date of the strike, which shall be set forth in the notice. If the strike does not take place upon the date set forth in the notice, said notice shall be null and void and a new notice required before strike action can be taken.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and caused their proper corporate seals to be hereunto affixed this 20th day of March, 1967.

FOR THE COMPANY:  
ACME MARKETS, INC.

By Blayne J. Barton  
M. Ruark  
Ralph S. Bromer  
R. G. Kahler

Approved:  
BALTIMORE FOOD EMPLOYERS  
LABOR RELATIONS ASSOCIATION  
By D. Stiffler

FOR THE UNION:

RETAIL STORE  
EMPLOYEES UNION  
LOCAL NO. 692

By Alvin Akman  
Harry Cimbolo

#### EXHIBIT A — WAGES

Classification:	RATES TO BE EFFECTIVE:			
	1-22-67 to and incl. 4-20-68		4-21-68 to and incl. 7-19-69	
	Per Hour	Per 40 Hr. Wk.	Per Hour	Per 40 Hr. Wk.
Assistant Manager	\$3.475	\$139.00	\$3.70	\$148.00
Produce Manager	3.35	134.00	3.575	143.00
<b>Head Cashier</b>				
First 6 months	2.30	92.00	2.525	101.00
Second 6 months	2.375	95.00	2.60	104.00
Third 6 months	2.55	102.00	2.775	111.00
Fourth 6 months	2.80	112.00	3.025	121.00
Thereafter	3.025	121.00	3.25	130.00

The Company agrees to establish the above three classifications in those markets where in sole opinion of Company the needs of the market require such employees. A department head is any employee held responsible by the Company for the proper operation of a specified department.

Full Time Clerks				
First 6 months	2.0875	83.50	2.275	91.00
Second 6 months	2.1625	86.50	2.35	94.00
Third 6 months	2.3375	93.50	2.525	101.00
Fourth 6 months	2.5875	103.50	2.775	111.00
Thereafter	2.8125	112.50	3.00	120.00

Part Time Clerks				
First 6 months	1.9625		2.15	
Second 6 months	2.0625		2.25	
Third 6 months	2.2625		2.45	
Fourth 6 months	2.5375		2.725	
Thereafter	2.7625		2.975	

Full Time Porters				
First 6 months	\$1.90	\$ 76.00	\$2.05	\$ 82.00
Second 6 months	1.975	79.00	2.125	85.00
Thereafter	2.175	87.00	2.325	93.00

Part Time Porters				
First 6 months	1.75		1.90	
Second 6 months	1.80		1.95	
Thereafter	1.85		2.00	

1. The duties of the porter shall be limited to the general cleaning up of the store and carrying out of customers' packages, but in no other instance shall porters be required to handle, display, or sell any merchandise sold in the store.

All employees on payroll on date specified who are covered by this agreement shall receive the following minimum increases in their basic rates of pay:

	EFFECTIVE:			
	1-22-67		4-21-68	
Assistant Managers	\$9.00	per week	\$9.00	per week
Produce Managers	9.00	per week	9.00	per week
Head Cashiers	9.00	per week	9.00	per week
Full Time Clerks	7.50	per week	7.50	per week
Part Time Clerks	.1875	per hour	.1875	per hour
Full Time Porters	6.00	per week	6.00	per week
Part Time Porters	.15	per hour	.15	per hour

#### EXHIBIT B

##### ACME MARKETS, INC.

Annapolis, Maryland	Damascus, Maryland
Baltimore, Maryland and twenty-five (25) mile radi- us of the City's corpo- rate limits	Frederick, Maryland
Bel Air, Maryland	Hagerstown, Maryland and ten (10) mile radius
Brunswick, Maryland	Middetown, Maryland
	Mt. Airy, Maryland

#### EXHIBIT C

##### ACME MARKETS, INC.

Seniority areas as referred to in Section 4:

Seniority Area #1	Seniority Area #2	Seniority Area #3
Store number:	Store number:	Store number:
6703	6726	6708
6720	6737	6709
6748	6743	6722
6807	6751	6729
6809	6768	6736
6862	6811	6738
	6826	6747
	6827	6761
	6830	6802
	6835	6803
	6866	6820
	6867	6831
		6832
		6833
		6843
		6846
		6848
		6852
		6854
		6863
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JUL 17 1967

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U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON, D.C. 20212

550306

March 15, 1967

Mr. Alvin Akman, Secretary-Treasurer  
Retail Clerks International Association  
305 West Monument Street  
Baltimore, Maryland 21201

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s) between the American Stores Company, Acme Markets, Incorporated, Maryland and the Retail Clerks International Association local #692.

The agreement we have on file expired in January 1967.

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

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

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

Very truly yours,

*Arthur M. Ross*

Arthur M. Ross  
Commissioner

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

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 600
2. Number and location of establishments covered by agreement 40  
40 locations - 2120 W. Lafayette Avenue, Baltimore 21217
3. Product, service, or type of business food
4. If previous agreement has been extended without change, indicate new expiration date \_\_\_\_\_

Alvin Akman  
305 W. Monument Street  
(Street)

Secretary Treasurer  
Baltimore, Maryland 21201  
(City and State)