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AGREEMENT

BETWEEN

AMALGAMATED MEAT CUTTERS

OCT 19 1970

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BUTCHER WORKMEN

OF

NORTH AMERICA, AFL-CIO

LOCALS NO. 56—195—198—199

AND

ACME MARKETS, INC.

THE GREAT ATLANTIC &
PACIFIC TEA CO., INC.

FOOD FAIR STORES, INC.

MARCH 3, 1969 — FEBRUARY 28, 1971



**OFFICERS
OF
JOINT COUNCIL OF PHILADELPHIA
AND VICINITY**

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<i>Vice-President</i>	JACK BIRL
<i>Financial Secretary</i>	FRED E. RAUSER
<i>Recording Secretary</i>	LEROY STRAUB
<i>Sergeant-at-Arms</i>	JAMES BROWN
<i>Trustee</i>	JOSEPH C. NETTLETON
<i>Trustee</i>	JAMES P. O'MALLEY
<i>Trustee</i>	JULES KUBEC

AGREEMENT

THIS AGREEMENT made and entered into this 26th day of January, 1970, by and between ACME MARKETS, INC. — THE GREAT ATLANTIC & PACIFIC TEA CO., INC. — FOOD FAIR STORES, INC., (hereinafter referred to as "Employer"), and THE JOINT COUNCIL OF PHILADELPHIA AND VICINITY AND THE AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, AFL-CIO, AND LOCAL UNION NOS. 56, 195, 198 and 199 (hereinafter referred to as "Union").

WITNESSETH:

ARTICLE I

Purpose and Scope of the Agreement

Section 1.1 — Purpose of the Agreement

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve economic relations between the Employer and its employees covered hereby and shall set forth the basic agreement covering the rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

Section 1.2 — Scope of Agreement

This Agreement shall apply to the meat, poultry, fish, delicatessen and appetizing employees of the Employer coming within the jurisdiction of Locals 56, 195, 198 and 199 of the Joint Council of Philadelphia and Vicinity, in all stores and markets of the Employer located in the area as described in identical maps, signed by each of the parties and on file in their respective offices, regardless of the name by which they are operated by the Employer, except for those markets which have heretofore been excluded, and are excluded under the term of this Agreement or which are covered by other labor agreements. (See Schedule "A").

Section 1.3 — Handling of Products

a) In stores which operate a meat department, only employees covered by this Agreement who are members of the

Union as herein provided shall handle those meat, poultry, fish, delicatessen and appetizing products customarily sold in the aforementioned department whether fresh, frozen, smoked, cooked, cured, pickled, salted, cleaned and barbecued, and in addition thereto those products set forth in Schedule "F."

b) Only employees covered by this Agreement will be engaged in the receiving of said products and all such products listed in Paragraph (a) above will be cut, prepared, packaged, weighed, priced, and sold on the premises; except, however, that where such items have customarily been prepared, packed and priced off the premises by the Employer prior to March 3, 1969, such items shall continue to be handled by employees covered by the terms of this Agreement.

c) Likewise all such products which have heretofore customarily come to the Employer already packed by the producer or distributor shall be handled as heretofore.

d) Any revisions or amendments to 1.3 a, and 1.3 b, may be made by mutual agreement of the parties during the term of this Agreement.

Section 1.4 — Manning of Meat Department

a) At least a journeyman or apprentice shall man the Meat Department whenever the store is open for business. However, in the case of stores having only one (1) employee in the Meat Department it shall not be necessary to man the Meat Department during meal periods.

b) The Employer may request the Joint Council to consider problems connected with the manning of low volume stores.

c) Each Meat Department operated under the jurisdiction of this Union shall have a Chief Meat Cutter in charge. In the event that the Chief Meat Cutter, First Backroom Man, Chief Fish and Poultry, or Chief Deli. Clerk is absent from his or her duties because of illness or any other reason for more than two (2) days during any week, then his or her job shall be filled by a competent replacement and shall be compensated in accordance with the scheduled base pay for the job. No one shall suffer a reduction in pay because of his filling in on such replacement.

d) If any employee relieves another employee in a higher job classification or group than his own for more than two (2) days during any week, he shall receive the pay for that particular job for the exact number of hours of the week which he relieves that position.

e) Meat Cutters working full time in the back room of a service Meat Department for more than two (2) consecutive days or who accumulate more than twenty (20) hours of back room work in any one (1) week shall be paid the back room rate for the entire week.

f) However, in stores staffed by three (3) employees whose work week at straight time does not exceed one hundred and twenty (120) hours in any one week, and in those stores with fewer employees and hours, staffing may be by any members of the local Union and the Employer may have the option to schedule the employees for a work week consisting of three (3) eight (8) hour days, one (1) ten (10) hour day and one (1) six (6) hour day. If the Employer decides to institute this schedule in any store where permitted under this formula, the Union shall be notified two (2) weeks in advance so that proper schedules may be mutually worked out. Failure to work out such a schedule precludes the use of the three (3) eight (8) hour days, one (1) ten hour day, and one (1) six (6) hour day schedule. It is also understood that replacements for employees absent shall not be deemed to be additional employees provided that the said one hundred and twenty (120) hours is not exceeded.

ARTICLE II

Union Status

Section 2.1 — Recognition

The Employer recognizes, and during the term of this Agreement, will continue to recognize and deal with the Union or its successor as the sole collective bargaining agent for all of the Employer's employees as hereinabove set forth in Section 1.2.

Section 2.2 — Union Shop

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are mem-

bers of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

Section 2.3 — Non-payment of Membership Dues

The Employer further agrees to discharge any employee for non-payment of uniform initiation fees and membership dues within seven (7) days after receiving written notice from the Union so to do.

Section 2.4 — Dues Deductions

a) The Checkoff will be carried on in accordance with past practices. The Union will supply standard cards authorizing the deduction of uniform initiation fees and dues which will be given to the employees on the day of their employment with instructions to complete them and return them to the District Steward or the Local Union within the time provided by law.

b) Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of uniform initiation fees and dues made pursuant to the provisions of this Agreement.

Section 2.5 — Hiring of New Employees

The hiring practice shall be as follows:

a) When the employer requires any workers, either for regular employment or for extra work, he shall apply to the office of the Union. The Union agrees to send any available workers of proven qualification who shall identify themselves by presenting Union referral cards and who shall be directed to report to the Employer's place of business.

b) In the event that any worker so referred is not suitable to the Employer, the Employer has the right to refuse him employment.

c) In the event that the Union cannot supply workers applied for by the Employer, the Employer may secure new employees from any source. Upon hiring such new employees, the Employer agrees to immediately notify the Union, and upon further condition that such new workers shall be subject to the other provisions of this Article.

d) Selection of applicants for referral to jobs by the Union shall be on a non-discriminatory basis and shall not be based on or affected by Union membership, policies or requirements. Nothing herein contained shall deny the Union the right to select any applicants for referral on the basis of experience in the industry, qualification and skill or Employer preference.

e) Employer shall have the right to have Manager trainees work in the Meat Department for a training period of up to three (3) months, providing the Union is given advance notice and that the period of time is consecutive. Union will issue a referral card to follow the following form:

Conditions set forth below shall be observed during the training period:

1. Employer shall request referral card for each store Manager trainee and the respective Local Union shall issue the referral card.

2. Store Manager trainee shall present this card to

3. Store Manager trainee will report to store #
located at
city

.....,
state union ☐ Acme
☐ A & P
☐ Food Fair

4. Store Manager trainee referral card shall be effective for a continuous period commencing:

.....,
month day year

and ceasing

.....,,

month day year

No assignment outside of the Meat Department shall be permitted during the above period.

5. Store Manager trainee shall not replace any member of the Union now employed.
6. Store Manager trainee is not to be in the store area manned by the above Union unless the Chief Meat Cutter or 1st Backroom Man to whom he was assigned is on duty.
7. Store Manager trainee is not to be on duty during overtime hours.
8. Store Manager trainee may do any operation normally done by the Union members in the store.
9. It is understood that any violation of the rules of this Union is cause for revocation of this referral card.

Section 2.6 — Union Activities During Working Hours

a) The Union or its duly authorized representatives may, during working hours, have access to the Employer's places of business covered by this Agreement, for the purpose of ascertaining whether or not the terms of this Agreement are being observed.

b) Any complaints and grievances may be discussed with the representatives of the Employer during working hours. The Union agrees, however, that such matters will not be discussed with store employees during their hours of employment.

c) The performance of Union duties and Union activities will not be carried on during hours of work.

d) There will be no discrimination by the Union against any employee who seeks membership in the Union nor by the Employer against any employee because of race, religion, sex, creed, color, national origin, or age as provided by law, nor by the Employer against any employee because of Union membership or activities.

ARTICLE III

Wages

Section 3.1 — Schedule of Wage Changes

During the term of this Agreement the Employer shall pay the wages and increases as outlined in Schedule "B" hereto attached and made part of this Agreement.

Section 3.2 — Job Classifications and Rates

a) All job classifications, rules and regulations governing employment and scale of minimum wages are set forth in Schedule "B" hereto attached and made a part of this Agreement.

b) Any employee receiving a higher straight time rate than the minimum rate set forth in Schedule "B" for the particular group and classification, shall not have his or her wages reduced as a result of this Agreement, but the Employer agrees that any differential above the minimum which heretofore existed shall be continued.

Section 3.3 — Specific Pay Day and Wage Receipt

Employees shall have a specific pay day and each employee shall be furnished a company receipt of pay specifying the employee's weekly gross earnings, basic rate of pay, straight time hours worked, overtime hours worked, premium pay hours worked and any and all deductions made from gross pay.

Section 3.4 — Pay for Occupational Injury

Employees who sustain an occupational injury requiring treatment by a doctor shall suffer no loss in pay for the day that the injury occurs. If the doctor requires the employee to return for further treatment during the employee's regular scheduled work hours, the employee shall suffer no loss of pay for such time so spent.

Section 3.5 — Physical Examinations

An Employer who requires employees to take a physical examination, or where the employee is required by law to take a physical examination as a condition of employment, the Employer shall pay the cost of such examination.

Section 3.6 — Company Meetings

If employees are required to attend company-called meetings outside of his or her regular scheduled hours of work, such time spent attending such meetings shall be considered overtime hours of work and shall be compensated for at the overtime rate of pay.

ARTICLE IV

Hours of Work

Section 4.1 — Work Week

a) The work week shall consist of five (5) days totaling forty (40) hours exclusive of meal periods, and said forty (40) hours of work must be performed within the schedule of daily hours provided in Section 4.2 of this Agreement.

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

c) The Employer and the Union agree that a proven violation of established time clock rules, including working before punching in or after punching out, may subject such an employee to disciplinary action up to and including discharge.

d) Furthermore, all time during which an employee is suffered or permitted to work or is required to be on duty or on the Employer's premises or at a given work place shall be considered hours worked, and recorded on the time cards.

Section 4.2 — Schedule of Hours

A. Full Time

1. Full time employees shall be scheduled to work five (5) days consisting of not less than eight (8) hours per day with one (1) day until 10:00 P.M. at straight time. Any time worked before 7:00 A.M. or after 6:00 P.M. on any other day, Saturday excepted, and Friday nights between the hours of 9:00 P.M. and 10:00 P.M. excepted, or for more than eight (8) hours in any one day shall be compensated therefore at the overtime rate provided herein except as set forth above.

2. The hours of employment for all employees covered by this Agreement shall be from 7:00 A.M. to 6:00 P.M.,

Monday through Saturday within the forty (40) hour work week, except that during June, July, and August, the starting time for stores bordering on the Atlantic Ocean shall be 6:00 A.M. Such stores shall be designated in Schedule A-1-B; A-2-B; A-3-B," which can be amended by mutual agreement of the parties.

3. Employees called in for any unscheduled time, except as herein otherwise provided for, shall be guaranteed four (4) hours' work or pay at the applicable rate.

B. Part Time

1. Part time employees, other than appetizing employees, shall be scheduled to work, if available, not less than four (4) hours per day, except on Friday or on the day preceding a holiday when the employee shall be scheduled for not less than eight (8) hours. Within this schedule the employee may be scheduled to work one (1) day to 10:00 P.M. at straight time. Any time worked before 7:00 A.M. or after 6:00 P.M. shall be compensated therefor at the overtime rate provided herein except as set forth above.

2. Appetizing employees may work any number of nights and Saturday during the day at straight time but for not less than four (4) hours if the employee is available for the work. Work on Saturday after 6:00 P.M. or on Sunday or on holidays shall be paid at the premium rates provided herein and time and one-half for work over forty (40) hours.

3. Part time employees called in and reporting for work shall, if they are available for the work, be guaranteed four (4) hours of work or four (4) hours' pay on any day except Friday or the day preceding a holiday when the guarantee shall be eight (8) hours' work or eight (8) hours' pay.

4. Where practicable and possible within a store, the Employer shall endeavor to combine existing part time assignments so as to create as many full time forty (40) hour straight time jobs as possible.

Section 4.3 — Explanation as to Full Time and Part Time Employees

a) A full time employee shall be defined herein as an employee who is regularly scheduled to work forty (40) hours or more per week.

b) A part time employee shall be defined herein as one who is regularly scheduled to work twenty-five (25) hours or less per week.

Section 4.4 — Work Schedules

Weekly dated work schedules shall be posted in all stores without exception during the prior work week no later than 6:00 P.M., Friday. The store Manager or Meat Manager, whichever the Employer designates, shall be responsible for the posting of schedules. In cases of failure to post schedules during the prior work week, the first night worked shall be the straight time night and any subsequent night shall be paid at the overtime rate.

Section 4.5 — Overtime

a) All time worked by full and part time employees, other than the appetizing employees, outside of the specified daily hours, except as provided in Section 4.2 above, and all time worked by full time employees in excess of five (5) days or forty (40) hours shall be paid for at the overtime rate.

b) All time worked by part time employees in excess of forty (40) hours, regardless of the number of days, or after 6:00 P.M., except for the straight time night, shall be paid for at the overtime rate.

c) In the event any employee is required to work a second (2nd) night beyond 6:00 P.M., unless prohibited by law, such employee shall be guaranteed a minimum of three (3) hours' work at the overtime rate. The 9:00 P.M. to 10:00 P.M. Friday night overtime hour shall not be counted as one of the guaranteed three (3) hours.

d) There shall be no pyramiding of overtime or premium pay. Hours worked at premium pay on Sunday, holidays, Friday 9:00 P.M. to 10:00 P.M. and Saturday after 6:00 P.M. shall not be included in the computation of overtime.

Section 4.6 — Rotation of Overtime

a) Overtime, if available within a Meat Department in each store, shall be rotated among employees of the department who are qualified to perform the work.

b) For the purpose of rotating this overtime, the following categories shall prevail:

1. Chief Meat Cutter, Backroom Men, Meat Cutters, and Apprentices. (Apprentices only if qualified.)
2. Weighers and Wrappers.
3. All others.

Section 4.7 — Saturday Night Hours

Double time shall be paid for all work performed on Saturdays after 6:00 P.M.

Section 4.8 — Sunday Work

a) Sunday work shall be assigned on a voluntary basis. If not enough employees within the store agree to accept the Sunday assignments, then the least senior employee in the geographic locality in the job classification required will be assigned.

b) An employee called in to work on Sunday shall be paid for scheduled store hours with a maximum of eight (8) hours but for not less than four (4) hours. Scheduled hours for employees other than those set forth above shall be by mutual agreement between the Union and the Employer.

c) When work is performed on Sunday the employee shall be paid double time and one-half.

Section 4.9 — Christmas Eve—New Year's Eve Work

No work shall be performed on Christmas Eve after 5:00 P.M. Where an Employer has, prior to the date of this Agreement, maintained a practice that no work shall be performed after 6:00 P.M. on New Year's Eve, said practice shall continue during the term of this Agreement.

Section 4.10 — Meals and Rest Periods

a) Each employee shall be scheduled for a meal period of not less than thirty (30) minutes nor more than one (1) hour, without pay, as specified by Employer. There shall be no more than one (1) meal period during a day consisting of nine (9) hours or less.

b) Employees working six (6) hours or less, but more than two (2) hours in any one (1) day shall receive one (1) fifteen (15) minute rest period and employees working more than six (6) hours in any one (1) day shall receive two (2) fifteen (15) minute rest periods. Such rest periods shall be scheduled as near as possible to the middle of the work

periods. All rest periods mentioned above shall be compensable time.

Section 4.11 — Meat Cooler Work

Employees assigned to work in the meat cooler shall receive a premium of twenty-five cents (25¢) per hour for each whole hour worked. The premium referred to shall be for full hours only. In the event an employee works for less than one (1) hour no premium shall be payable. The parties agree that no employee will be scheduled so as to circumvent the payment of the premium. The Employer further agrees to make every reasonable effort to maintain the meat cooler temperatures around 36°-38°.

ARTICLE V

Vacations

Section 5.1 — Vacation Benefit

Each eligible employee (rules governing vacations are set forth in Schedule "C" attached hereto and made a part hereof) shall be entitled to the vacation benefit set forth below:

Length of Continuous on the Job Service	Full Time Employee	Part Time Employee
1. One (1) year or more but less than three (3) years.	One (1) week	The number of weekly hours regularly scheduled.
2. Three (3) years or more but less than eight (8) years.	Two (2) weeks	Twice the number of weekly hours regularly scheduled.
3. Eight (8) years or more but less than fifteen (15) years.	Three (3) weeks	Thrice the number of weekly hours regularly scheduled.
4 Effective on or after March 3, 1969, fifteen (15) years or more but less than twenty-five (25) years.	Four (4) weeks	Four times the number of weekly hours regularly scheduled.

5 Effective on or after March 1, 1970, twenty- five (25) years or more.	Five (5) weeks	Five times the number of weekly hours regularly scheduled.
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a) Any employee who has been in active employment for twelve (12) consecutive months or longer shall be entitled to receive vacation pay, upon termination of his employment, for all months and full years worked for which no vacation has been granted. Such monthly vacation pay shall be computed and paid on the basis of 1/12th week for each full month of service multiplied by the number of weeks of vacation entitlement as determined by the last anniversary date.

1. Employees discharged for reasons of dishonesty shall not be entitled to any of the benefits enumerated in Paragraph (a) above.
2. Employees who quit and fail to give at least one week's notice prior to termination of employment with the Employer or who are discharged for reasons other than for dishonesty shall not be entitled to receive any one-twelfth (1/12th) shares of vacation.

b) Vacation Benefits for Returning Servicemen

1. Employees entering the United States Armed Forces will be paid their earned pro-rata vacation grant through the last day of the month of active employment.
2. Returning veterans who re-enter the Employer's service within the time set forth in the Selective Service and Training Act will, on their next anniversary date, be paid one-twelfth (1/12th) of the annual vacation grant to which they may be entitled under **Article V**, Section 5.1 for each month of Company service from the date of his return to employment.
3. For the sole purpose of determining the length of service with the Employer, the time spent in the United States Armed Forces immediately following the temporary termination of service with the Employer and ending not earlier than the date of the discharge of the individual from the United States Armed Forces and not later than ninety (90) days thereafter, shall be

included in calculating the length of continuous on the job service required for eligibility for the various lengths of vacation grants, unless such period exceeds four (4) years and ninety (90) days.

Section 5.2 — Holidays Within Vacation Period

If one of the specified holidays agreed upon in Article VI, Section 6.1, except for the personal holidays, shall fall within the period of the full time employee's vacation, said full time employee shall, at the Employer's option, be granted an additional day's vacation, or in lieu therefor the equivalent of one (1) full day's pay based upon the full time employee's regular straight time rate. This provision shall apply even though the holiday falls on a day of the work week which would ordinarily be the day off for the full time employee.

Section 5.3 — Not Accumulative

Vacation benefits may not be carried over to the next vacation year.

Section 5.4 — Vacation Scheduling

Vacations shall be selected by the employee on the basis of Company seniority within a store regardless of classification. Unless the business of the Employer directs otherwise, vacation grants up to and including two (2) weeks shall be taken in consecutive days. The third, fourth and fifth weeks may be scheduled at times mutually convenient to employee and Employer. However, the Employer shall determine the number of employees within each classification within each store who may be on vacation at the same time.

Section 5.5 — Proven Illness or Accident

Any full time or part time employee who works twenty-six (26) weeks or more in the vacation year and who loses time because of accident or proven illness shall be entitled to his vacation provided for herein.

Section 5.6 — Layoff

Any full time or part time employee with less than one (1) year's service who is laid off shall retain his time worked as credit to qualify for vacation, providing he retains his seniority as stated in the contract for employees who are laid off and subsequently return to work.

Section 5.7 — Credit for Vacation — Part Time to Full Time

Part time employees who become full time employees shall be given credit for their former part time seniority on the basis that two (2) months of part time work will be equivalent to one (1) month full time employment for vacations.

ARTICLE VI

Holidays

Section 6.1 — Specified Holidays

a) All full time employees covered by this Agreement are entitled to the following holidays, for which they are to receive full pay when not working, provided they work the scheduled day before and the scheduled day after any such holiday, Sundays and designated days off excepted:

New Year's Day

Easter Monday

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Day

Personal Holidays (2)

An employee who is absent from work on either the scheduled day before or the scheduled day after a holiday because of verified illness or accident shall be paid for one (1) holiday which occurs during the period of his illness or accident. An employee, however, who receives holiday pay shall not be entitled to sickness or accident pay for that day.

Full time employees shall be entitled to two (2) personal holidays each year after the completion of three (3) months of full time service. One (1) personal holiday shall be taken in the first six (6) months of the calendar year, and the second holiday in the second six (6) months of the calendar year. The personal holidays of the employee shall be scheduled at least one (1) week in advance. One of these holidays may be taken on any work day, the other only on the first three (3) days of the week; except during weeks in which another holiday occurs and provided further that only one (1) employee per department may be permitted to take his or her personal holiday in any one (1) week. Further, if the employee has not made his selection by April 1 for the

first personal holiday and by October 1 in the case of the second personal holiday, the Employer shall assign the personal holidays. If the markets are closed for religious observance on Good Friday, the present practice of granting time off will be continued, however, if the markets remain open, employees will not be given time off regardless of past practice.

b) **Part Time Holidays** — Part time employees who have completed sixty (60) days of service shall receive holiday pay for the following holidays: New Year's Day, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, as more fully set forth below, provided they work the scheduled day before and the scheduled day after; however, if more than one holiday intervenes between the said two scheduled days, then only the first holiday will be paid for.

(1) Part time employees with one or more years of service regardless of whether they are normally scheduled to work on the day that the holiday falls shall receive holiday pay as indicated in (3) below.

(2) Part time employees with less than one year of service shall receive holiday pay only if they are normally scheduled to work on the day on which the holiday falls as indicated in (3) below.

(3) Computation of part time holiday pay:

(a) Normally scheduled to work less than twenty-five (25) hours a week — four (4) hours.

(b) Normally scheduled to work twenty-five (25) hours or more a week — eight (8) hours.

(4) In addition, any part time employee who has completed six (6) or more months of service.

(a) who receives premium pay for working a second night regardless of the number of hours worked per week,
or

(b) who does not receive premium pay for working a second night and who is regularly scheduled for twelve (12) hours or more per week.

shall receive two (2) four (4) hour personal holidays under the same terms and conditions as provided for full time employees.

Section 6.2 — Holiday Work Week: Hours and Wages

a) In a week which includes any of these holidays the work week is to be composed of four (4) days consisting of thirty-two (32) hours of work and eight (8) hours of holiday time for which full time employees will receive a full week's pay.

b) All work performed by full time employees in a holiday week on days other than the holiday and Sunday, and which is in excess of thirty-two (32) hours shall be paid for at the overtime rate.

c) No work shall be performed on any of the above named holidays, except during an emergency and in such case, double time exclusive of the regular weekly wages shall be paid for not less than four (4) hours.

d) In a week in which any of the above named holidays falls on Sunday, such holiday shall be observed on Monday, and if any work is performed on the said Monday, the holiday provision shall apply.

ARTICLE VII

Leave of Absence

Section 7.1 — Absence for Full Time Union Job

Any employee covered by this Agreement who takes a full time job with the Union shall be given leave of absence for the term of this Agreement; renewable for each succeeding Agreement.

Section 7.2 — Temporary Absence for Union Activity

Any employee who is selected as a delegate or representative of the Union in any activity necessitating temporary absence from employment shall be granted a leave of absence if the Union gives the Employer one (1) week's advance notice in the event of a Representative's meeting or seventy-two (72) hours' notice in the event of a Steward's meeting.

All leaves of absence shall be without loss of seniority and upon the termination of such leave of absence, the em-

ployee shall be re-employed at his former wage rate plus any increase or less any reduction that may have become effective during the said leave of absence.

Section 7.3 — Funeral Leave

a) In case of a death in the immediate family of an employee requiring the absence of the employee, the Employer shall grant a leave of three (3) consecutive days to the said employee at regular pay; neither Sunday nor the scheduled day off is to be counted as one of the days. Where there is an extended period of time between the death and the funeral, the three (3) day leave period need not be consecutive.

b) Immediate family of the employee is defined as including parent, spouse, child, brother, sister, mother-in-law, father-in-law or grandparent.

c) In no event shall the pay received under this Section result in any change in the employee's weekly pay.

Section 7.4 — Maternity Leave

Any regular employee who shall become pregnant shall voluntarily commence her maternity leave not later than the beginning of the sixth month of pregnancy and shall have the right to return to a job with her past seniority to the date of the commencement of her maternity leave, provided,

- a. that if she is a full time employee she shall have been employed twelve (12) months or more continuously;
or
- b. if she is a part time employee she shall have been employed eighteen (18) months or more continuously, next preceding the beginning of the pregnancy and has presented a doctor's certificate establishing the pregnancy and provided further that the request for such return is made not later than two weeks prior to the completion of ninety (90) days after the termination of the pregnancy. Upon request for reinstatement the employee shall furnish a doctor's certificate showing she is able to perform the normal duties of her job.

Section 7.5 — Jury Duty

An employee called to jury duty shall be granted time off. The Employer shall pay the difference between the em-

ployee's juror's pay and his normal weekly base wages while the employee is on jury duty. The employee must report back to work on any day that he is released from jury duty for the day.

Section 7.6 — Military Service

An employee returning from military service shall be put back on the regular job he had, or its equivalent, when leaving for military service, but because on the job experience and application are the predominating factors in upgrading within a rate range, military service itself shall not qualify such an employee for automatic promotion within the rate range. The same shall be based on payroll service only.

ARTICLE VIII

Seniority

Section 8.1 — Seniority Calculation

Full Time

a) Seniority for full time employees shall be based upon continuous service from the first (1st) day of hire within the bargaining unit company-wide within the jurisdiction of the Joint Council of Philadelphia and Vicinity. All new employees shall be on probation for a trial period of thirty (30) days, except as provided in Article XI, Section 11.1, after which they shall be placed on the seniority roster and their seniority shall date from date of hire. 32 ✓ 31 ✓

b) Employees who are laid off and are subsequently recalled to work within one (1) year by the Employer shall retain their seniority regardless of any change in their place of employment.

c) Any employee absent on account of ill health shall retain his seniority and shall have a right to claim a job for which he is qualified and able to do the work for a period of eighteen (18) months from the date of the beginning of the absence. 30 ✓

d) When two or more employees are hired on the same date in the same classification or group, the Employer will determine their seniority status at the end of the probationary period and shall advise the Union of its decision.

e) There shall be one (1) District Steward in a geographic locality except as otherwise agreed and he shall have top seniority therein.

Part Time

a) Part time employees shall acquire seniority rights after they have been in the employ of the Employer for a period of thirty (30) days.

b) Part time employees with six (6) or more months of service who are laid off and subsequently recalled to work by the Employer within one (1) year from the layoff date shall retain their seniority regardless of any change in their place of employment.

c) Part time employees shall have preference over new employees for full time employment, within their classification.

Section 8.2 — Seniority, Classification and Grouping

a) For layoff and recall purposes, seniority within the below listed groups shall be recognized within the bargaining unit covered by this Agreement.

GROUP III

Chief Meat Cutters
1st Back Room
Back Room

GROUP II

Meat Cutters
Chief Deli (includes
Appetizing)
Chief Fish &
Poultry
Apprentices

GROUP I

Weighers and
Wrappers
And all others

It is agreed that the seniority ranking of each employee will be exercised in the following sequence:

1. Within his geographic locality
2. An adjoining geographic locality
3. Any store covered by his Local Union
4. Any store covered by the Joint Council.

b) Geographic locality is a customarily recognized group of stores as agreed to by the Local Union and the Employer. It is agreed that the Local Union and the Employer may request a geographic locality be changed when it becomes necessary to do so.

Section 8.3 — Layoffs, Recalls, Promotions and Transfers

a) Layoffs

1. In layoffs and recalls the Employer shall first consider seniority within a group and then second, ability and practicability unless otherwise mutually agreed.

2. The Employer agrees to notify both the Union and the employee involved at least one (1) week prior to a permanent layoff except that employees who have replaced employees on disability shall be entitled to but forty-eight (48) hours' notice, excluding Sunday.

3. Based on his seniority standing within the Company, an employee who is scheduled to be laid off shall have the right to claim a job within his group held by the least senior employee within his group set forth in Section 8.2 (a) above.

4. If he still cannot claim a job, he repeats the process successively through each numerically lower group.

5. An employee claiming a job shall be capable of performing it and shall be paid the rate specified for the job.

6. An employee shall have the right to take a layoff rather than claim a job in any lower group.

Full Time to Part Time

When a reduction in force is necessary, a full time employee shall have a choice of taking a part time job or a layoff. If he takes a part time job he shall be placed at the top of the part time seniority roster and shall have the right to claim such part time or full time job as he is qualified and able to do, but this does not preclude this employee from claiming a job in his original or adjoining geographic locality when a vacancy occurs.

Part Time

For layoff and recall purposes, part time seniority within classifications or groups shall be recognized within a Meat Supervisor's territory.

b) Recalls

1. The principle that the last person laid off within a classification or group shall be the first to return to work in reverse order set forth in 8.2 (a) above will prevail.

2. The Employer agrees to notify a full time employee on a layoff prior to assigning a part time employee to a full time job or hiring a new employee full time. If the employee claims the job, he shall be capable of performing it and shall be paid the rate specified for the job.

3. On recall from layoff the employees must return to work within seven (7) days after the mailing of notification by the Employer, directed to the employee's last known address by Certified Mail. Return Receipt Requested. Failure to return within this time will result in the employee's loss of seniority. 63/ ✓ 5x/

c) Return After Illness or Accident

Where an employee has been absent from work due to illness or accident for one (1) week or more, he shall be required to give the Employer not less than forty-eight (48) hours' notice, excluding Sunday, of his intention to return to work.

d) Promotions and Demotions

1. In promotions and demotions from one job classification or group to another, the Employer shall consider seniority in conjunction with ability and practicability. Where ability and practicability are relatively equal, seniority shall govern.

2. In stores employing two or more back room men, one shall be appointed First Back Room Man. This classification is assigned to the store and not to the person and their selection shall be in the same manner as Chief Meat Cutter.

e) Transfers

1. All transfers provided for herein shall be within the employee's job classification.

2. In effecting permanent transfers between stores, the Employer shall consider seniority in conjunction with ability and practicability, other criteria, the availability of transportation and the travel required. The Employer will, where possible, arrange transfers within geographic locality.

3. If the transfers cannot be effected within the employee's geographic locality, then the transfer will be made to the specified adjoining locality in which event the least senior employee will be transferred.

4. When it is any other than the least senior employee to be transferred out of the geographic locality, the problem will be discussed with the Local Union. Failing to reach an agreement, the matter shall be referred to the Joint Council for review and determination.

5. However this will not preclude a more senior employee from requesting or volunteering for any transfer.

6. An employee on a seasonal transfer shall return to his locality after the seasonal work ends.

7. When a vacancy occurs in the transferred employee's original geographic locality, he shall have the right to transfer back unless the original transfer was made under the provisions of Paragraph 4 above, in which event the matter shall be discussed with the Local Union.

8. The Employer agrees to give reasonable notice to both the Union and the employee involved in all promotions, demotions and transfers. In any event, not less than seventy-two (72) hours' notice in advance, except in case of emergency.

f) Temporary Transfers

1. In effecting temporary transfers, the Employer shall make them as the needs of the business require.

2. The Employer agrees to pay the difference in cost of transportation occasioned by an involuntary transfer from one store to another, which transfers increases their normal cost of transportation calculated at eight cents (8¢) per mile.

Section 8.4 — Right to File Grievance

Any employee who is aggrieved by Company actions shall have the right to file a grievance.

Section 8.5 — Seniority List, Classifications and Groups

a) There shall be separate seniority lists for full time and part time employees in Groups III, II, and I.

b) The Employer agrees to furnish the Union twice each contract year with a separate seniority list for full time and part time employees indicating their last employment date.

Section 8.6 — Requirements for Health and Welfare and Pensions

An employee who works a minimum of one hundred (100) hours in four weeks within a calendar month shall be eligible for Health & Welfare and Pensions, providing other requirements have been fulfilled. Part time employees with twelve (12) or more months of continuous part time service, permanently promoted to full time status shall be eligible to apply for hospital, surgical benefits as of the first (1st) day of the following month.

ARTICLE IX

Health and Welfare Program

It is hereby agreed that the Health and Welfare Program as set forth in Schedule "D" attached hereto is made part of the Agreement.

ARTICLE X

Pension Plan

It is hereby agreed that the Pension Program shall be as set forth in Schedule "E."

ARTICLE XI

Probationary and Trial Period

Section 11.1 — Length of Probation

The first thirty (30) days of employment of an employee shall be considered a probationary period except in the case of Apprentices, who shall be considered to be on probation for three (3) months from their date of hire, and during said period the Employer may dismiss such employee for any reason whatsoever without the Union having any recourse to the grievance and arbitration procedure. Except for wages and hours which are applicable during the probationary period, no other benefits set forth in this Agreement shall become effective before the thirty-first (31st) day of employment except as otherwise provided herein.

Employees hired as summer replacements on or after June 1 of any year shall not accumulate seniority unless they continue as employees beyond Labor Day, in which event their seniority shall revert back to their date of hire.

Section 11.2 — Previous Experience

In establishing the rate of pay for newly hired employees, previous experience within the last three (3) years earned as a member of a Local of the Joint Council of Philadelphia and Vicinity shall be counted. This Section shall not apply to qualified journeymen whose rate of pay shall be established, based upon all previous experience no matter where it was earned.

Section 11.3 — Trial Period

There shall be a ninety (90) day trial period for all employees promoted to a higher job classification or group, during which the Employer may make a determination on continuing the employee in higher classification or group or returning him to his former classification or group. This Section shall not apply to automatic rate increases within a job classification or group, but shall apply to promotion to department chief. Employees with seniority shall be given at least a fifteen (15) day trial period to qualify for the jobs because of layoffs.

ARTICLE XII

Right of Appeal

Section 12.1 — Discharge and Discipline Right of Appeal

a) The Employer shall not discharge or discipline any employee except for just cause. The Employer agrees to notify the Union within three (3) working days of any such discharge or discipline of any employee.

b) Where a regular full time employee is working for another Employer within the retail food industry, such employee on the first occasion shall receive a written warning and on the second occasion shall be discharged.

c) Where an employee has been employed for a period longer than thirty (30) days, or ninety (90) days in the case of Apprentices, or for such period as provided for summer replacement, such employee shall have the right within one (1) week after the date of dismissal to appeal to the Union, whereupon the Union and the Employer may jointly investigate the reasons for such dismissal. If, after joint investiga-

tion, it is found that the said employee should be reinstated, or the discipline removed, then the said employee may be reinstated, with seniority, with or without back pay.

d) In the event the Union and the Employer cannot agree concerning the justification of such dismissal or discipline, then the dismissal or discipline shall be arbitrated in accordance with the arbitration procedure herein set forth in Article XIII, Step 4.

ARTICLE XIII

Grievance and Arbitration

Section 13.1 — Settlement of Grievance

a) Should any difference arise between the Employer and the Union concerning the application or interpretation of the terms of this Agreement, the matter shall be handled in the following manner:

Step 1 — The grievance shall be taken up by the aggrieved employee accompanied by the District Steward or Committeeman and the store Manager within five (5) working days after its first having been presented.

Step 2 — In case of failure to arrive at a decision in the first step within five (5) working days of its submission, the grievance shall be taken up with the District Steward or Committeeman if so advised by the Union or the Union Business Representative and the Employer District Manager or Supervisor within ten (10) working days thereafter.

Step 3 — In case of a failure to arrive at a decision in the second step within ten (10) working days, it shall be reduced to writing and referred to the officials of the Union and a designated official of the Employer.

Step 4 — In the event that the Union and Employer officials fail to settle the grievance within two (2) weeks, the moving party shall then either submit the grievance to arbitration and give notice thereof to the other party, or the grievance shall be considered withdrawn.

If the responding party fails to answer within the time limits set forth in any of the above 4 steps, the moving party may assume a negative answer and move on to the next step.

b) The parties agree, however, that issues concerning application or interpretation of the terms of this Agreement may arise of a general nature affecting or tending to affect more than one (1) employee in the bargaining unit and that such issues need not be subject to the entire grievance procedure, but may be initiated at any step deemed proper by the party bringing the grievance, prior to Step 4.

c) All grievances and/or complaints concerning application or interpretation of the terms of this Agreement must be brought to the attention of the respective parties within two (2) weeks after their occurrence, except in cases of appeals from discharge which shall be brought to the attention of the respective parties within one (1) week after the date of discharge.

Section 13.2 — Board of Arbitration

a) When arbitration has been invoked as provided in Step 4, each party shall forthwith select an arbitrator and the two (2) arbitrators shall select a third arbitrator or umpire, who shall act as Chairman.

b) The parties hereto agree to name their selection of an arbitrator within five (5) days after receiving notice from either party that adjustment of a difference or dispute cannot be resolved.

c) The said two (2) arbitrators shall make every effort to choose the Chairman, but in the event they are unable to agree upon the selection of the Chairman within seven (7) days, the moving party shall request a panel of the American Arbitration Association containing an uneven number of arbitrators. The responding party shall have the right to the first strike-off from the list, the moving party the next strike-off, and each party shall strike alternately until one (1) name remains, and that person shall be named the Chairman.

In the event the responding party fails or refuses within seven (7) days to complete the striking-off process the American Arbitration Association shall appoint the Chairman.

If the responding party refuses to attend a scheduled arbitration hearing, the arbitrator shall be authorized to proceed to decision on the testimony of the moving party.

d) The decision of the said Board of Arbitration shall be final and binding upon the Employer, the Union and the employee or employees involved.

e) The expense of arbitration shall be borne equally by the respective parties.

Section 13.3 — Decision by Board of Arbitration

The Board of Arbitration, by a majority vote, must render a decision not later than thirty (30) days after the difference or dispute has been submitted for their consideration. This period may be extended by mutual consent of the Union and the Employer.

Section 13.4 — Reinstatement

In the event of an arbitration involving the dismissal or discipline of an employee, the Board of Arbitration may reinstate the said employee to his former position and seniority if no sufficient cause has been established, with or without back pay.

The Union asserts that any employee shall, upon request made in writing to the Secretary of the Joint Council, have the right to appear before the Executive Board of the Joint Council to present his case.

The Executive Board of the Joint Council shall have the final authority to decline to process an alleged grievance, complaint, difficulty or dispute of any employee if in the judgment of the Executive Board of the Joint Council such alleged grievance, complaint, difficulty or dispute lacks merit or justification under this Agreement.

ARTICLE XIV

Strikes and Lockouts

Section 14.1 — Strikes and Lockouts

The parties hereto mutually agree that during the life of this Agreement there shall be no authorized strike, stoppage of work, slowdown, boycott, etc. by the Union, nor shall there be any lockout by the Employer for any reason whatsoever, and that any differences concerning the application or interpretation of the terms of this Agreement which cannot be amicably adjusted by and between the parties shall

be submitted to arbitration in accordance with the provisions of Article XIII.

Section 14.2 — Action by Union Officials

The Union and its official representatives will take every reasonable precaution to prevent any threat of, preparation for, or any unauthorized work stoppage, walk-out or strike.

Section 14.3 — Strikes by Other Locals

Nothing contained herein shall compel any employee to walk through a picket line set up by Local Unions, parties to this Agreement; Meat Cutters Retail Joint Council of Philadelphia and Vicinity; Teamster Joint Council No. 53 of Philadelphia and Vicinity; American Bakery and Confectionery Workers Local No. 6; Retail Clerks International Association Local Unions Nos. 1349, 1357, 1358, 1360, 1361, 1371 and 1393, provided said strike has received the written prior approval of the Amalgamated Meat Cutters and Butcher Workmen of North America and the Food Council of Philadelphia and Vicinity.

ARTICLE XV

Miscellaneous Provisions

Section 15.1 — District Stewards

a) The District Stewards of the Union at all times shall be full time employees.

b) The Union will use its best efforts to secure as District Stewards high caliber employees, who shall be required to conform to the standards and qualifications required by the Union and by the Employer.

c) The District Stewards or other individual employees covered hereby shall not be considered agents of the Union for the purpose of calling strikes or causing shutdowns.

d) The District Stewards shall be the last to be laid off in any case.

e) The Union shall furnish the Employer with a complete list of District Stewards, which shall be supplemented from time to time as may be necessary.

f) In carrying out the intent of Agreement enforcement, District Stewards and Committeemen (Store Stewards) shall have the right to inspect time cards.

Section 15.2 — Enforcement of Standards

The Union agrees to do everything within its power to enforce its rules and regulations and, through advice, instruction, and example, to maintain the highest standard of work.

Section 15.3 — Work Not Required

No member of the Union shall be required to perform work which is beyond his usual line of duty, such as but not limited to loading or unloading meat trucks, or the skinning of the carcass of any animal. Personal cars of employees shall not be used for hauling.

Section 15.4 — Laundry, Tools and First Aid Kits

a) The Employer shall furnish and launder one (1) apron per day and three (3) coats per week for each employee.

b) The Employer agrees that top quality tools shall be provided and maintained in good condition.

c) Each store shall be supplied with a first aid kit, and it shall be the responsibility of the Chief Meat Cutter to keep the kit supplied with the necessary first aid material and supplies.

d) The Employer shall maintain lockers as well as adequate toilet facilities for the separate use of female and male employees.

Section 15.5 — Union Store Card

The Union shall furnish to the Employer at least one (1) Union Store Card or Emblem for each of the Employer's stores covered by this Agreement, to be displayed on such public portion of the premises as the Employer may select. Such cards shall remain the property of and shall be surrendered to the Union upon demand

ARTICLE XVI

Privileges

Section 16.1 — Past Privileges

All privileges enjoyed by the employees and not specifically covered by this Agreement shall continue as heretofore, and shall not be eliminated or modified by virtue of the execution of this Agreement.

ARTICLE XVII

Validity of Agreement

Section 17.1 — Effect of Court Action

Should any Article, Section, Paragraph or portion of this Agreement be declared by any Federal or State Court of competent and final jurisdiction to be unlawful, invalid, ineffective or unenforceable, said Article, Section, Paragraph or portion shall not affect the validity and enforceability of any other Article, Section, Paragraph or portion contained herein, and the remaining portions of this Agreement shall continue in full force and effect, subject, however, to the right of the parties hereto to renegotiate any such Article, Section, Paragraph or portion, and substitute therefor a lawful provision, provided, however, that if any such Article, Section, Paragraph or portion is subsequently declared to be lawful and valid, then it shall immediately be reinstated in the Agreement.

ARTICLE XVIII

Duration of Agreement

Section 18.1

a) This Agreement has resulted from joint industry negotiations between Philadelphia Food Store Employers Labor Council, as the authorized negotiating representative for Employer and other participating employer members, and the Joint Council of Philadelphia and Vicinity, as the authorized representative for the various local Unions involved.

b) This Agreement shall be effective from March 3, 1969 and shall be binding upon the parties hereto until and including the 28th day of February, 1971, and thereafter shall continue from year to year unless either party serves notice in writing at least sixty (60) days prior to the expiration of the original or any subsequent term of this Agreement, of the desire of the party for a termination or for modification of any of the provisions contained herein.

c) In the event either party serves notice requesting modification in this Agreement, the Employer and the Union shall begin negotiations immediately on the proposed provisions of modification.

d) Pending the outcome of such negotiations this Agreement shall continue in full force and effect, subject, however, to the right of either party to terminate the entire Agreement upon at least seven (7) days' written notice to the other party.

e) In the event the parties agree to modify any of the wage rates contained herein, such modification shall be retroactive to the termination date of this Agreement or any term thereof.

IN WITNESS WHEREOF, the parties hereto, their successors in title or their successors by operation of law, and their assigns, intending to be legally bound by this Agreement and the provisions contained herein, have caused these presents to be duly signed by their duly authorized officers and representatives.

FOR THE EMPLOYER:
ACME MARKETS, INC.

By:

/s/ RALPH S. BROMER

/s/ ROBERT CARMAN

THE GREAT ATLANTIC AND
PACIFIC TEA COMPANY, INC.

By:

/s/ J. F. DAILEY

/s/ DARRELL V. STIFFLER

FOOD FAIR STORES, INC.

By:

/s/ J. ARVID JONSSON

/s/ ARTHUR L. ADAMS

/s/ JOHN D. HELMIG

/s/ HARRY COHEN

/s/ EARNEST W. GRUBER

WITNESS:

PHILADELPHIA FOOD STORE
EMPLOYERS LABOR COUNCIL

By:

/s/ RALPH BROMER
President

/s/ J. ARVID JONSSON
Vice President

/s/ DARRELL V. STIFFLER
Secretary-Treasurer

FOR THE UNION:

JOINT COUNCIL OF PHILADELPHIA
AND VICINITY

By:

/s/ LEON B. SCHACHTER
President

LOCAL NO. 56

By:

/s/ JOSEPH C. NETTLETON

/s/ LEO CINAGLIA

LOCAL NO. 195

By:

/s/ FRED E. RAUSER

/s/ JAMES O'MALLEY

/s/ ROCCO ROSSANO

LOCAL NO. 198

By:

/s/ JAMES A. BROWN

/s/ ARTHUR JAMES

LOCAL NO. 199

By:

/s/ JACK BIRL

SCHEDULE "A-1"
ACME MARKETS, INC.

A. Territory Covered by this Agreement:

Division No. 1
Newark, Delaware
Hummelstown, Pennsylvania
Lebanon, Pennsylvania

B. As provided in Article IV, Section 4.2, the stores in the following towns which have been mutually agreed to by the Union and the Employer may have a starting time of 6:00 A.M. during the months of June, July, and August. This list of stores may be changed from time to time upon mutual agreement.

Toms River, New Jersey
Pleasantville, New Jersey
Beach Haven, New Jersey
Ortley Beach, New Jersey
Laurelton, New Jersey
Tuckerton, New Jersey
Cape May, New Jersey
Cape May Court House, New Jersey
Ocean City, New Jersey
Atlantic City, New Jersey
Wildwood, New Jersey (2 stores)
Somers Point, New Jersey
Sea Isle City, New Jersey
North Cape May, New Jersey
Margate, New Jersey

SCHEDULE "A-2"
THE GREAT ATLANTIC & PACIFIC
TEA COMPANY, INC.

A. Territory Covered by this Agreement:

All stores and markets located in territories covered by the Philadelphia Division of the Employer.

B. As provided in Article IV, Section 4.2, the stores in the following towns which have been mutually agreed to by the Union and the Employer may have a starting time of

6:00 A.M. during the months of June, July and August. This list of stores may be changed from time to time upon mutual agreement.

Long Beach Island, New Jersey
Atlantic City, New Jersey (2 stores)
Ventnor, New Jersey
Pleasantville, New Jersey
Ocean City, New Jersey
Cape May Court House, New Jersey
Rio Grande, New Jersey
Wildwood, New Jersey
Cape May, New Jersey
Tuckerton, New Jersey

SCHEDULE "A-3"

FOOD FAIR STORES, INC.

A. Territory Covered by this Agreement:

All stores and markets located within the jurisdiction of Locals 56, 195, and 199 except the Harrisburg territory.

B. As provided in Article IV, Section 4.2, the stores in the following towns which have been mutually agreed to by the Union and the Employer may have a starting time of 6:00 A.M. during the months of June, July and August. This list of stores may be changed from time to time upon mutual agreement.

Atlantic City, New Jersey
Margate, New Jersey
Northfield, New Jersey
Pleasantville, New Jersey

SCHEDULE "B"

WAGES

JOB CLASSIFICATION AND SCALE OF MINIMUM WAGES APPLICABLE TO REGULAR FULL TIME AND PART TIME EMPLOYEES

The following increases across the board and in the minimums are reflected in the classifications and wage scales listed below. All employees shall receive either the amount

of the across the board increase or the scale rate as shown below.

	3/3/69 thru 2/28/70	3/1/70 thru 2/28/71
Chief Meat Cutter	15.00	14.00
First Back Room Man	15.00	12.00
Back Room Man	15.00	12.00
Meat Cutters Class "A"	13.50	12.00
Chief Fish and Poultry and Chief Deli	13.00	12.00
Apprentices	13.00	10.00
Weigher and Wrapper	15.00	10.00
Meat Cutters Class "B"	12.00	10.00

Part Time Employees Pro Rata on above rates

FULL TIME EMPLOYEES

Wages

Chief Meat Cutter	\$184.00	\$198.00
*First Back Room Man	166.00	178.00
Back Room Man (at least one in Service Meat Department)	162.00	174.00
* First Back Room Man — in stores employing two (2) or more Back Room Men, one (1) shall be appointed First Back Room Man. This classification is assigned to the store and not to the person. Selection to be in same manner as Chief Meat Cutter.		

Meat Cutter

Class "A" Unrestricted	148.00	160.00
Class "B" Restricted (shall not break down, nor handle carcass meat, nor operate power saw except to use power saw for Customer Service)	135.00	145.00

Apprentices

1st 6 months	110.00	120.00
2nd 6 months	115.00	125.00
3rd 6 months	120.00	130.00
4th 6 months	130.00	140.00

	3/3/69 thru 2/28/70	3/1/70 thru 2/28/71
Wages		
Chief Deli Clerk (Includes Appetizing)		
1st 3 months	140.50	152.50
Thereafter	143.00	155.00
Chief Fish & Poultry Clerk	150.00	162.00
Weighers & Wrappers, Deli, Fish and Poultry		
1st 3 months	93.00	100.00
2nd 3 months	96.00	105.00
3rd 3 months	102.00	110.00
4th 3 months	108.00	115.00
After 1 year	112.00	120.00
After 18 months	121.50	131.50

PART TIME EMPLOYEES

Back Room Cutter	4.20	4.50
Meat Cutter (Fully Qualified)	3.8375	4.1375

Weighers and Wrappers and *Appetizing Employees

1st 3 months	2.30	2.40
2nd 3 months	2.45	2.55
3rd 3 months	2.60	2.70
4th 3 months	2.75	2.85
After 1 year	2.90	3.00
After 18 months	3.045	3.295

Explanation as to Premium Pay

a) **Overtime** — Overtime as defined herein shall mean one and one-half (1½) times the employee's straight time hourly rate.

b) **Double Time** — Double time as defined herein shall mean twice the employee's straight time hourly rate.

c) **Double Time and One-Half** — Double time and one-half as defined herein shall mean two and one-half (2½) times the employee's straight time hourly rate.

* Appetizing employees (part time) hired or reclassified as such may work any number of nights and Saturday during the day only at straight time. At all other times contract premium rates apply. Appetizing employees may not handle

fresh meat, nor scale or gut fish, nor cut poultry; nor work in the fresh meat department.

Credit for Wage Rates — Part Time to Full Time

Part time employees who become full time employees shall be given credit for their former part time seniority on the basis that two (2) months of part time work will be equivalent to one (1) month full time employment for calculating rates of pay on automatic progression jobs.

The assignment of Weighers and Wrappers shall be restricted only by the following rules, except as they conflict with applicable law.

1. Shall not operate any mechanical butcher's device except slicing machine, wrapping machine, Cryovac, Gryovex or similar types.
2. Shall not use a knife except as required in preparing and completing sausage kitchen items, etc., for slicing machine except that Weighers and Wrappers shall not be restricted from performing any work in Fish, Poultry, and Delicatessen Departments.
3. Shall not be required to clean up except for their immediate area and equipment (including cases).
4. Shall not platter beef steaks, chops and cut up stewing beef, veal and lamb, but they may platter the following:
Beef — Short ribs, plate beef shank bone-in, cut up or boneless in whole piece.

Veal — Breast bone-in or boneless in whole piece, flank and neck in whole piece, also shank veal whole or cut up, veal tenders also sliced boneless sirloin and rump or cutlets.

Lamb — Breast, flank, and neck bone-in or boneless in whole piece, shank, whole or cut up also sliced boneless sirloin or rump and lamb tenders or cutlets.

Pork — Sliced long cut pork shoulders, picnics, Boston Butts, pork tenders or cutlets.

Rules Applicable to Apprentices

Apprentices shall at all times be full time employees.

The Apprenticeship Program shall be two (2) years. A Joint

Company Union Evaluation Committee shall be established to examine Apprentices graduating to Boxman.

Ratio of Apprentices

Apprentices are employees whose duty shall be to cut meat at least twenty-five per cent (25%) of the time, and among other duties in servicing meat departments to wait on customers. The number of Meat Apprentices in any store may be established at the discretion of the Employer; however, it shall not exceed the following store ratio:

One (1) Apprentice for each Chief Meat Cutter.

One (1) Apprentice for the first three (3) Meat Cutters and/or Back Room Men.

One (1) Apprentice for an additional two (2) Meat Cutters and/or Back Room Men.

An Apprentice shall be examined not later than the twenty-third (23rd) month of his apprenticeship. If he qualifies he will be graduated to Boxman. If he fails, he shall go to the Meat Cutter classification for an additional six (6) months. During the twenty-ninth (29th) month he shall be examined again. If he fails once more, he shall remain in the Meat Cutter classification for the final six (6) months, and during the thirty-fifth (35th) month he shall be examined again.

Failure at this point will require the Committee to determine the final classification of the affected person.

SCHEDULE "C-1" ACME MARKETS, INC. VACATION PLAN

Rules and Conditions

1. For vacation purposes only, a regular full time employee is defined as one who is regularly and continuously scheduled to work at least forty (40) hours a week.
For vacation purposes only, a regular part time employee is one who is regularly scheduled to work less than the normal work week (40 hours).
2. The "vacation period" shall be defined as that period beginning May 1st and ending on the Saturday nearest September 30th; except that the third (3rd) and fourth

(4th) weeks vacation will be scheduled by the Employer as business operations permit during the "vacation year," i.e., May 1st through the following April 30th.

3. The Employer will continue its past practice in relation to the vacation payment of ASCO service store managers: that is, the inclusion of weekly sales commissions in the determination of such vacation payment.
4. Vacation selections 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 Employer.
5. Unless the business of the Employer directs otherwise, vacation grants up to and including two (2) weeks will be taken in consecutive days within the vacation period.
6. Eligible employees absent from work due to on the job (Workmen's Compensation) injury sustained during the vacation year will, nevertheless, be entitled to their vacation grant for that particular vacation year. Eligible employees absent from work due to non-occupational accident and sickness, for a cumulative period not to exceed six (6) 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 (6) months, employees will be entitled to six-twelfths (6/12th) of the annual vacation grant, plus an additional one-twelfth (1/12th) for each full month actively on the job during the vacation year.
7. All vacation pay shall be calculated on the employee's basic straight time hourly rate.

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.

8. Eligible employees who have changed from a part time to a regular full time basis, or vice versa, during the vaca-

tion 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 tim work during such vacation year.

SCHEDULE "C-2"
THE GREAT ATLANTIC & PACIFIC
TEA CO., INC.
VACATION PLAN

Rules and Conditions

1. Part time employees shall be granted the same vacations as full time employees based upon the number of hours they normally work in a week.
2. Vacations may be selected by employees on the basis of length of service with the Employer subject to the requirements of the business.
3. All vacations must be taken within the calendar year and may not be accumulated from year to year.
4. Any employee who works twenty-six (26) weeks or more in his anniversary year and who loses time because of accident or illness shall be entitled to his full vacation.

SCHEDULE "C-3"
FOOD FAIR STORES, INC.
VACATION PLAN

Rules and Conditions

1. Part time employees shall be granted the same vacations as full time employees based upon the number of hours they normally work in a week.
2. Vacations may be selected by employees on the basis of length of service with the Employer subject to the requirements of the business.
3. All vacations must be taken within the anniversary year and may not be accumulated from year to year.
4. Any employee who works twenty-six (26) weeks or more in his anniversary year and who loses time because of accident or illness shall be entitled to his full vacation.

SCHEDULE "D-1"

ACME MARKETS, INC. & FOOD FAIR STORES, INC. WELFARE PROVISION

The Employer will at its cost provide for the duration of this Agreement, Group Life Insurance, Accidental Death and Dismemberment Insurance, Accident and Sickness Benefits, Supplemental Benefits — Workmen's Compensation, and Hospital, Surgical and Medical Benefits to the eligible employees and their eligible dependents as more fully set forth below.

A. FULL TIME EMPLOYEES

1) The Employer will provide, at its cost, the benefits hereinafter described and defined for all eligible full time employees covered by this Agreement.

2) All benefits for eligible full time employees will become effective on the first (1st) day of the month next following the completion of either:

- (a) Six (6) months of continuous active full time employment; or
- (b) One hundred (100) or more hours during four (4) consecutive weeks in a calendar month for six (6) consecutive calendar months.

3) The provisions of Paragraph 2 above will permit any employee who is otherwise eligible, and who has had within thirty (30) days of hire creditable service as an employee of a chain store company with comparable coverage and who is under the jurisdiction of the Joint Council of Philadelphia and Vicinity, to be credited with his prior service in determining his eligibility for participation in the welfare program described below. This employee will become eligible for benefits effective on the first (1st) of the month following the completion of combined service from the previous and present employer which satisfies the conditions of Paragraph 2 above.

4) All benefits, except Group Life Insurance, shall terminate upon the occurrence of anyone of the following events:

- (a) resignation of the employee;

- (b) discharge of the employee; or
- (c) transfer of the employee to a position not covered by this Agreement.

5) Employees who are temporarily laid off shall continue to be covered by the benefits described for a period not to exceed thirty (30) days while so laid off.

B. BENEFITS FOR FULL TIME EMPLOYEES

1) **Group Life Insurance.** The indicated amounts of term life insurance are to be furnished to employees of the classifications described for so long as they remain in such classification. Increases or decreases in the amounts of insurance are to be made effective on the first (1st) day of the month next following the promotion or demotion giving rise to the changed amount of insurance.

Classification	Amounts of Insurance
(a) Chief Meat Cutter	\$10,000
(b) Back Room Man, Meat Cutter Class A, Chief Fish & Poultry Clerk, Chief Deli Clerk.....	8,000
(c) All others	5,000

2) **Accidental Death and Dismemberment Insurance:**

Eligible full time employees will be covered as follows: In the event of death as a direct result of accidental injuries as described in the Group Life Insurance certificate, an additional death benefit equal to the amount of the employee's group life insurance will be paid to his beneficiary. Special benefits will be paid to the employee for loss of eyesight, hands, or feet as a result of such injuries.

3) **Accident and Sickness Benefits:** If an eligible full time employee becomes so disabled as to be unable to work, and a licensed physician or osteopath certifies to that effect, benefits will be paid beginning:

(a) with the first (1st) day of total disability in the case of non-occupational accident; or

(b) with the fourth (4th) day of total disability in the case of non-occupational illness.

If there are no treatments by the physician within the first seven (7) days of disability, benefits will be payable beginning with the first (1st) day of treatment.

Benefits are payable up to a total of twenty-six (26) weeks for any one disability except in the case of maternity disability. For maternity disability, such benefits are payable up to a total of six (6) weeks for those employed prior to March 1, 1957, and up to a total of three (3) weeks for those hired March 1, 1957 or thereafter, and who complete one (1) year of continuous active full time employment prior to the onset of the pregnancy. The maximum maternity benefits shall be an amount calculated according to the agreement or the amount provided by state law, whichever is greater.

All benefits payable hereunder shall be calculated at the rate of sixty-six and two thirds percent ($66\frac{2}{3}\%$) of Base Weekly Earnings subject to a minimum benefit payment of ten dollars (\$10.00) per week and a maximum benefit payment of one hundred and twenty dollars (\$120.00) per week. For this purpose, Basic Weekly Earnings are defined as straight time pay excluding therefrom overtime pay and any other special or premium compensation.

4) Supplemental Workmen's Compensation Benefits:

When the applicable Workmen's Compensation benefits for compensable lost time are exceeded by Accident and Sickness Benefits as set forth in Paragraph 3 above, the Employer will pay the amount of the excess for up to a maximum of twenty-six (26) weeks from the beginning of the compensable lost time benefit period.

5) Hospital-Medical-Surgical Benefits for Eligible

Employees and Eligible Dependents: All eligible employees and their eligible dependents will be covered for hospital benefits by the one hundred and twenty (120) day Blue Cross National Comprehensive Hospital Plan and for medical-surgical benefits by the Blue Shield Medical-Surgical Plan B with three hundred and sixty dollars (\$360.00) Surgical Schedule.

For the purpose of this coverage, an eligible dependent is defined as the spouse of the employee and all unmarried dependent children under nineteen (19) years of age, except that an unmarried child who is enrolled as a full time student in school or college shall be considered to be an eligible dependent to age twenty-three (23).

In the event that any otherwise eligible dependent receives comparable hospital-medical-surgical coverage on a non-contributory basis from any other source, no coverage will be provided under this program as to that dependent.

6) Major Medical Expense Benefits for Eligible Employees and Eligible Dependents: All eligible employees and their eligible dependents, as defined and limited in Paragraph 5 above, will be covered by Major Medical Expense Benefits, as underwritten by the Blue Cross of Greater Philadelphia and Pennsylvania Blue Shield, and providing ten thousand dollars (\$10,000) of benefits per lifetime with an all cause deductible of one hundred dollars (\$100.00) plus basic benefits and a co-insurance factor of twenty per cent (20%) applicable to all excess covered expense with hospital room and board limited to forty dollars (\$40.00) per day. Coverage for mental and nervous disorders under this coverage shall be limited to a maximum lifetime benefit of twenty-five hundred dollars (\$2,500) and, on such disorders, the co-insurance factor shall be fifty per cent (50%) applicable to all excess covered expense with the doctor's charge not to exceed twenty-five dollars (\$25.00) per visit.

C. PART TIME EMPLOYEES

1) The Employer will provide, at its cost, the benefits hereinafter described and defined for all eligible part time employees covered by this Agreement.

2) All benefits for eligible part time employees will become effective on the first (1st) day of the month next following the completion of six (6) months of continuous active employment.

3) All benefits, except Group Life Insurance, shall terminate upon the occurrence of any one of the following events:

- (a) resignation of the employee;
- (b) layoff of the employee;
- (c) discharge of the employee; or
- (d) transfer of the employee to a position not covered by this Agreement.

D. BENEFITS FOR PART TIME EMPLOYEES

1) **Group Life Insurance:** Any part time employee who has completed six (6) or more months of service,

- (a) who receives premium pay for working a second night regardless of the number of hours worked per week, or
- (b) who does not receive premium pay for working a second night and who is regularly scheduled for twelve (12) hours or more per week, shall receive a term group life insurance policy of one thousand dollars (\$1,000).

2) **Accident and Sickness Benefits:** When any part time employee becomes so disabled as to be unable to work his normally scheduled hours and a licensed physician or osteopath certifies to that effect, benefits will be paid beginning,

- (a) with the first (1st) scheduled work day of total disability in the case of non-occupational accident; or
- (b) with the fourth (4th) day of total disability next following the first (1st) scheduled day in the case of non-occupational illness.

If there are no treatments by the physician within the first seven (7) days of disability, benefits will be payable beginning with the first (1st) day of treatment.

Benefits are payable up to a total of twenty-six (26) weeks for any one disability.

All benefits payable hereunder shall be calculated at the rate of sixty-six and two thirds per cent ($66\frac{2}{3}\%$) of the average earnings of the employee during the eight (8) week period immediately preceding the week in which the disability occurs. The minimum benefit payable is ten dollars (\$10.00) per week and the maximum benefit is one hundred and twenty dollars (\$120.00) per week.

E. GENERAL

Group Life Insurance shall terminate thirty-one (31) days after termination of employment, except upon the employee's entry into the Armed Forces of the United States, when the Group Life Insurance shall terminate ninety (90) days after

the last day of active employment, and except as provided in the paragraph following. Upon termination of employment, the employee has the right of conversion, as described in the insurance certificate for a period of thirty-one (31) days from the date of termination.

Benefits shall not be paid for injuries or illness caused by illegal acts of the employee.

The Employer will purchase and maintain policies of insurance, benefit contracts or self-operated service arrangements necessary in its judgment and discretion to provide the above benefits, except for Blue Cross and Blue Shield. Eligibility, benefits and liability will be determined under the applicable policies, contracts and arrangements.

SCHEDULE "D-2"
THE GREAT ATLANTIC & PACIFIC
TEA CO., INC.

WELFARE PROVISION

Health and Welfare Benefits

1. Sick Benefit Plan

A. FULL TIME EMPLOYEES

1) The Employer agrees that for all full time employees on the payroll prior to April 1, 1957, it will continue in effect its Sick Benefit Plan and compensate authorized legitimate absences caused by illness, on the following basis:

Full Time Employees Whose Length of Service with the Employer is as Follows:	Shall be Entitled to the Following Schedule of Benefits:
-------------------------------------------------------------------------------------	-----------------------------------------------------------------

3 months to 1 year's service	1 week at full pay 2 weeks at half pay
1 year to 2 years' service	2 weeks at full pay 3 weeks at half pay
2 years to 5 years' service	3 weeks at full pay 5 weeks at half pay
5 years to 10 years' service	5 weeks at full pay 7 weeks at half pay
Over 10 years' service	7 weeks at full pay 9 weeks at half pay

2) For full time employees hired after April 1, 1957, the same policy shall apply, except that the schedule of payments shall not be applicable until after the third (3rd) day of any illness.

3) Full time employees with three (3) months or more service, working in the stores and markets of the Employer in the State of New Jersey, after termination of their benefits under the above outlined plan, in cases of extended authorized legitimate illness, supported with a physician's certificate, will receive the benefits provided under the New Jersey Temporary Disability Benefits Law up to a maximum of twenty-six (26) weeks under both the Company Plan and the State Approved Plan.

4) Full time employees, employed in the Employer's stores and markets in the State of New Jersey with less than three (3) months' Company service, will receive only the benefits provided by the State of New Jersey Temporary Disability Benefits Law.

B. PART TIME EMPLOYEES

The Employer agrees it will compensate authorized legitimate absences caused by illness attested to by a licensed physician, for part time employees who qualify, on the following basis with the schedule of payments applying after the third (3rd) day of each illness. Only scheduled work days shall be counted in determining the three (3) day waiting period and sickness benefits. The amount of sick pay due, after the third (3rd) day of each illness, based on eligibility minus amount of sick pay received in the fifty-two (52) weeks prior to each period of illness.

Part Time Employees Whose Length of Continued Service With the Employer is as Follows:

6 months to 1 year's service

1 year to 2 years' service

2 years to 5 years' service

Shall be Entitled to the Following Schedule of Benefits:

1 avg. week at full pay*

2 avg. weeks at half pay

2 avg. weeks at full pay

3 avg. weeks at half pay

3 avg. weeks at full pay

5 avg. weeks at half pay

5 years to 10 years' service	5 avg. weeks at full pay
	7 avg. weeks at half pay
Over 10 years' service	7 avg. weeks at full pay
	9 avg. weeks at half pay

* "Average week at full pay" is defined as the average straight time weekly earnings received in the eight (8) weeks prior to each period of illness.

Certain part time employees, employed in the Employer's stores and markets in the State of New Jersey with less than six (6) months' Company service, will receive benefits provided by the State of New Jersey Temporary Disability Benefits Law.

2. HOSPITAL-SURGICAL PLAN

A. All eligible employees and their eligible dependents will be covered for hospital benefits by the one hundred and twenty (120) day Blue Cross National Comprehensive Hospital Plan and for medical-surgical benefits by Blue Shield Medical-Surgical Plan B, with three hundred and sixty dollars (\$360.00) Surgical Schedule.

B. For the purpose of this coverage, an eligible dependent is defined as the spouse of the employee and all unmarried dependent children under nineteen (19) years of age, except that an unmarried child who is enrolled as a full time student in school or college shall be considered to be an eligible dependent to age twenty-three (23).

C. In the event that any otherwise eligible dependent receives comparable hospital-medical-surgical coverage on a non-contributory basis from any other source, no coverage will be provided under this program as to that dependent.

D. All eligible employees and their eligible dependents, as defined and limited in Paragraph B above, will be covered by Major Medical Expense Benefits, as underwritten by the Blue Cross of Greater Philadelphia and Pennsylvania Blue Shield, and providing ten thousand dollars (\$10,000) of benefits per lifetime with an all cause deductible of one hundred dollars (\$100.00) plus basic benefits and a co-insurance factor of twenty per cent (20%) applicable to all excess covered expense with hospital room and board limited to forty dollars

(\$40.00) per day. Coverage for mental and nervous disorders shall be limited to a maximum lifetime benefit of twenty-five hundred dollars (\$2,500) and, on such disorders, the co-insurance factor shall be fifty per cent (50%) to excess covered expense with the doctor's charge not to exceed twenty-five dollars (\$25.00) per visit

E. These benefits for eligible full time employees will become effective on the first (1st) day of the month next following the completion of either:

- a) six (6) months of continuous active full time employment; or
- b) who works one hundred (100) or more hours during four (4) consecutive weeks in a calendar month for six (6) consecutive calendar months.

F. The provisions of Paragraph E above will permit any employee who is otherwise eligible, and who has had within thirty (30) days of hire creditable service as an employee of a chain store Company with comparable coverage, and who is under the jurisdiction of the Joint Council of Philadelphia and Vicinity, to be credited with his prior service in determining his eligibility for participation in the Hospital-Surgical, Major-Medical Program described above. This employee will become eligible for benefits effective on the first (1st) of the month following the completion of combined service from the previous and present Employer which satisfies the conditions of Paragraph E above.

3. LIFE INSURANCE

A. FULL TIME EMPLOYEES

The Employee's Life Insurance Plan as outlined in the booklet entitled "A & P Life Insurance Plan, for Eligible Employees of The Great Atlantic and Pacific Tea Company, Inc. and Subsidiaries, Reissued October 1, 1960" shall be made a part of this Agreement.

B. PART TIME EMPLOYEES

Any part time employee who has completed six (6) or more months of service,

- a) who receives premium pay for working a second night regardless of the number of hours worked per week; or

- b) who does not receive premium pay for working a second night and who is regularly scheduled for twelve (12) hours or more per week, shall receive a term group life insurance policy of one thousand dollars (\$1,000).

SCHEDULE "E"

PENSION

1. Effective March 3, 1969, the Employer shall contribute twenty cents (20¢) per hour for each hour worked for each full time employee up to a maximum of forty (40) hours per week, including holidays and vacations, into a jointly administered, actuarily sound, industry pension fund.

2. The aforementioned pension fund shall provide to employees retired on or after April 1, 1969, a benefit of six dollars and twenty-five cents (\$6.25) (if at retirement the employee is classified as Chief Meat Cutter, First Backroom Man, or Backroom Man), and five dollars and twenty-five cents (\$5.25) (if at retirement the employee is classified in another category) per month times the number of years of continuous service and a thousand dollar (\$1,000) death benefit coverage. It is understood that the present Employer group life insurance and hospitalization coverage shall be terminated in respect to all retirees. The Employer agrees to pay such contributions as are from time to time necessary to maintain the soundness of the plan as determined by an actuarial study.

3. Mandatory retirement for all employees covered by this industry pension plan shall be sixty-five (65) years of age.

4. The Employer hereby adopts and agrees to be bound by the terms and conditions of a Trust Agreement entered into between the Union and certain subscribing Employers.

SCHEDULE "F"

The following items shall be handled by Self-Service Meat Departments (All of these items are to be priced on the premises.):

Fresh and Smoked Pork Sausage and Other Sausage Items:

Sausage — all types

All Sausage Kitchen items, whole or pieces, pre-packaged
in Central Plant or by Packer.

Smoked Meats — Pre-Packaged:

All Smoked Hams, whole, halves or slices

All Smoked Picnics

All Smoked Butts

Frozen Meat Items — Pre-Packaged

All Offal — Fresh or Frozen — Hearts, Lungs, Spleen,
Livers, Kidneys, Tripe, Hog Maws, Chitterlings.

All Meat and Poultry Pies, including croquettes,
breads, turnovers, ala king.

Veal Cutlets

All Tongues

Rabbits

All Prepared Dinners

Poultry Items — Pre-Packaged — Eviscerated:

Fresh, Cooked or Frozen (whole)

All whole poultry

Frozen consumer packages (not to be broken for sale)

All tray pack cut-up Frying and Stewing Chickens
(frozen)

Poultry Items — Not Pre-Packaged — Fresh:

All cut-up Poultry

Fish — Fresh, Frozen, Cooked, Salted & Pickled, Cleaned:

Consumer Packages and Bulk:

All Fish cleaned and gutted, including smelts

All Fish fillets

All fried and breaded Fish, including oysters
scallops, etc.

All Fish Cakes

Crab Meat

Deviled Crab

Lobster Meat

Lobster Tails

All Fish Pies

Shucked Clams

Shrimp, (All, including shrimpburgers)

All Seafood Dinners

The following items shall also be handled by Self-Service Meat Department. These items may be pre-packaged and pre-priced:

- Frankfurters, All types
- All Sausage Kitchen Items (Sliced)
- Pork Roll (Sliced)
- Bacon (Sliced and Ends, including Canadian)
- Chunks Liverwurst
- Caps — Chubs — Liverwurst
- Pork Roll (Whole or Piece)
- Scrapple
- All Smoked Slab Bacon
- All Smoked Pork Squares
- All Smoked Boston Butts
- All Smoked Hocks
- All Smoked Beef Tongues
- All Patties, including hamburg, beefburgers, seasoned or unseasoned
- All Steaks, (sandwich, buttered, chipped, cubed, breaded, seasoned or unseasoned) pre-priced if packaged by Company

Miscellaneous — Pre-Packaged:

- Cheese — Sliced, Container, Cottage Cheese
- Salads, Relishes, and Puddings, including gelatin items
- All Meat and Cheese Spreads
- All Pickled Items, including pickles, tomatoes, sauerkraut
- Meat, Fish and Poultry (in cans or glass)
- Pizza Pies
- Miscellaneous
 - Fried Onion Rings
- Packaged Mush
 - Chili Con Carne
 - Dog Food

Any recognized primal cuts of beef, lamb or veal and:

Beef Primal Cuts

Hind quarter	Strip Loin, bone in
Round	Hips
	Loin and Short Loin (Less Flank)

Tenderloin
Flank Steak trimmed or untrimmed

Primal Cuts

Fore quarter
Rib
Skirt Steak
Plates
Brisket, bone in or boneless
Short Ribs
Half Chuck (blade chuck with neck)
Chuck and Arm Chuck
Shank meat (boneless for grinding)
Beef Trimmings (boneless for grinding)

Cuts of Lamb and Veal

Bone in
Chucks
Backs (whole)
Legs (whole)

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**AMALGAMATED MEAT CUTTERS
AND BUTCHER WORKMEN
OF NORTH AMERICA — AFL-CIO
LOCAL 195**

4541 N. BROAD STREET
PHILADELPHIA, PA. 19140
GLadstone 7-4300

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LOOK FOR THIS UNION
MARKET CARD IN ALL
RETAIL MEAT MARKETS



Organized Labor's Guide to Fair Marketing

Demand MEATS, POULTRY,
BUTTER, EGGS AND FISH

Slaughtered, Processed
Sold by Union Houses



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