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Title: **ACME Markets Inc. and United Food & Commercial Workers International Union (UFCW), AFL-CIO-CLC, Local 56 (2004)**

K#: **6771**

Employer Name: **ACME Markets Inc.**

Location: **DE, NJ, PA**

Union: **United Food & Commercial Workers International Union (UFCW), AFL-CIO-CLC**

Local: **56**

SIC: **5411**

NAICS: **445110**

Sector: **P**

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6771

1,300 workers

# AGREEMENT

UNITED FOOD  
&  
COMMERCIAL WORKERS  
UNION



ACME MARKETS

Term: May 8, 2004 through May 3, 2009



39 pages

# “Weingarten Rights”

**Question:** Who is Weingarten?

**Answer:** “Weingarten” is the name of a Supreme Court case - NLRB v. J. Weingarten, Inc. (1975) - that established the right of an employee to the presence of a union representative during an investigatory interview.

**Question:** What is an “investigatory interview”?

**Answer:** An investigatory interview, or Company interrogation, occurs when a supervisor questions an employee to obtain information which could be used as a basis for discipline, or asks an employee to defend his or her conduct. If an employee has a reasonable belief that discipline or other adverse consequences may result from what he or she says, the employee has a right to request union representation.

**Question:** What are the Weingarten Rules?

**Answer:** Under the Supreme Court's Weingarten decision, when an investigatory interview occurs, the following rules apply:

**RULE 1.** The employee must make a clear request for union representation before or during the interview. The employee cannot be punished for making this request.

**RULE 2.** After the employee makes the request, the employer must choose from among three options. The employer must either:

- a. Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the employee; or
- b. Deny the request and end the interview immediately;
- c. Give the employee a choice of: (1) having the interview without representation or (2) ending the interview.

**RULE 3.** If the employer denies the request for union representation and continues to ask questions, it commits an unfair labor practice and the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.

**Source:** “The Legal Rights of Union Stewards”; Robert M. Schwartz (Work Rights Press)

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## A G R E E M E N T

THIS AGREEMENT made and entered into this 8th day of May, 2004 is by and between ACME MARKETS, INC. (hereinafter referred to as the "Employer"), and United Food & Commercial Workers Union Local 56 (hereinafter referred to as the "Union").

### W I T N E S S E T H

#### ARTICLE 1 - PURPOSE AND SCOPE OF THE AGREEMENT

##### SECTION 1.1 - PURPOSE OF 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 United Food & Commercial Workers Local Union 56, 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 terms of this Agreement or which are covered by other Labor Agreements (See Schedule "A").

##### SECTION 1.3 - MANAGEMENT RIGHTS

All rights and powers not expressly restricted or limited by the terms and conditions of this Agreement shall remain and be exercised at the sole discretion of the Employer.

##### SECTION 1.4 - 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 meats, 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 "D".

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, packaged and priced off the premises by the Employer prior to January 6, 2002, such items shall continue to be handled by employees covered by the term 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. In consideration of Schedule "D" as of the effective date of this Agreement and in further consideration of future revisions being made, it being the intention of the parties to achieve greater productivity in the stores, the parties agree:

1. No member's job will be eliminated as a result of such revisions.

2. The Union will be notified in advance of any future revisions.

3. For the purpose of this paragraph, notified shall mean a letter for each individual introduction of a class of product (e.g. boneless sub primal cuts of meat, deveined liver, rolled veal, etc.)

Member shall mean full time employees on the payroll actively at work on January 1, 1995, or who are on leave of absence or who are sick or injured and return to work as elsewhere provided for in this Agreement.

Eliminated means removed from payroll or reduced to part time and is not intended to refer to the nature of the work being performed by the employee. Employees may continue to be transferred, assigned to other work, or laid off in accordance with the seniority provisions of this Agreement, provided the layoff is for reasons other than the introduction of new products and/or new methods.

The Union reiterates, therefore, its intention with respect to the "Products Clause", as follows: The Employer may introduce new methods and new products, i.e., (make revisions) provided it does the following:

(a) Union must be notified in advance. (b) Company will list all new products or new methods in a letter of notification. (c) Company will give written assurance that no member's job will be eliminated, in accordance with sub-paragraph 1.

If 1, 2, and 3 above are complied with, the Union will not withhold its agreement.

Nothing contained in this Section shall diminish the Union jurisdiction under Article I, Section 1.4 B, and C.

## SECTION 1.5 - STAFFING OF THE MEAT DEPARTMENT

- A. At least a journeyman or apprentice shall staff the meat department until 6:00p.m. (except Sunday) and a meat clerk until 9:00 p.m. on Thursday, Friday and Saturday. However, in the case of stores having only one employee in the meat department it shall not be necessary to staff the department during meal periods.
- B. Personnel in the fresh meat departments shall consist of not more than thirty percent (30%) part time employees.
- C. The staffing requirements set forth in this Section shall be waived for stores with an average weekly sales volume of \$200,000 or less.
- D. Each meat department operated under the jurisdiction of this Union shall have a Chief Journeyman in charge. In the event that the Chief Journeyman, First Journeyman, or Chief Deli employee 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.
- E. 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 the particular job for the exact number of hours of the week which he relieves that position.
- 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 member 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 (10) 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 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 successors as the sole collective bargaining agent for all of the Employer's employees as herein set forth above 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 members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirty-first (31<sup>st</sup>) 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 (31<sup>st</sup>) 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 to do so.

## 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 first day of their employment with instructions to complete and return them.

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.

C. Union agrees to waive uniform initiation fees for summer replacements in shore stores.

## SECTION 2.5 - MANAGEMENT TRAINEES

A. Employer shall have the right to have manager trainees work in the meat department for a training period of up to three (3) months provided the Union is given advance notice.

1. Store Director Trainee shall not replace any member of the Union now employed.
2. Store Director Trainee is not to be in the store area manned by the above union, unless the chief journeyman or first journeyman to whom he was assigned is on duty.
3. Store Director Trainee is not to be on duty during overtime hours.
4. Store Director Trainee may do any operation normally done by the union members in the store.
5. 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 place 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.

### SECTION 2.7 - NON-DISCRIMINATION

There shall be no discrimination by the Union or the Employer because of race, color, creed, national origin, sex 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 CLASSIFICATION 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. There shall be no split shifts or staggered hours nor shall employees be given time off in lieu of overtime or premium work.

B. 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.

C. 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.

D. 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.

### SECTION 4.2 - SCHEDULE OF HOURS

#### A. FULL TIME:

1. The workweek (except as noted below) shall consist of five (5) days consisting of not less than eight (8) hours per day totaling forty (40) hours exclusive of meal periods. Full time employees may be scheduled one (1) day until 12:00 midnight at straight time. Any time worked before 5:00 a.m. (4:00 a.m. where business needs require) or after 6:00 p.m. on any other day 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 in Schedule "B". Unless agreed to by the parties to the contrary, all premium hours shall be compensated at premium rates in addition to the straight time rate.

Full time meat clerks hired or promoted after September 20, 1987, may be scheduled up to three (3) nights to 12:00 midnight at the straight time rate.

## B. PART TIME

1. Part time employees, other than meat clerks, hired prior to March 8, 1987, may be scheduled to work, if available, not less than twenty (20) hours per week and/or four (4) hours per day. Within this schedule employees may be scheduled to work one (1) day to 12:00 midnight at straight time or by mutual agreement between the Union and the Company may be scheduled to work in excess of one evening at straight time. Any time worked before 5:00 a.m. (4:00 a.m. where business needs require) or after 6:00 p.m. shall be compensated therefore at the overtime rate provided herein except as set forth above. The union will notify the Employer in writing if any employee is not available for a minimum twenty (20) hour scheduled workweek.

When a part time employee is unable to complete his or her assigned schedule, another part time employee may be assigned the unworked portion of the schedule without obligating the Employer to provide the aforementioned minimum twenty (20) hour schedule.

2. Except as provided for in paragraph 1 above, part time employees in Group 1 shall be scheduled work, if available, not less than twenty (20) hours per week and four (4) hours per day and may work any number of nights to 12:00 midnight at straight time provided the day or night is not otherwise premium time.

3. 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 (20) hours or more per week.

### SECTION 4.4 - WORK SCHEDULES

Weekly dated work schedules shall be posted in all stores without exception during the prior workweek no later than 6:00 p.m. Friday. The Store Director or Chief Journeyman, 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 over time rate. In cases of store closing beyond the Employer's control, the weekly schedules as posted need not be observed. However an employee reporting for work on the day of closing shall be paid for the hours scheduled that day. Employees scheduled to work after 10:00 p.m. shall not be scheduled to report for work the next following day before 8:00 a.m.

#### SECTION 4.5 - OVERTIME

- A. All time worked by full and part time 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 evenings as provided for in Section 4.2 above, shall be paid for at the overtime rate.
- C. All time worked by part time employees in Group 1 in excess of eight (8) hours per day or forty (40) hours per week, shall be paid for at the overtime rate.
- D. In the event any full time employee, and except as provided for in Article IV - Section 4.2 A.1, is required to work a second 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.
- E. There shall be no pyramiding of overtime or premium pay. Hours worked at premium pay on Sunday and holidays 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 Journeyman, Journeyman, Meat Cutters and Apprentice Journeyman, if qualified.
  2. Weighers and Wrappers
  3. All others.

#### SECTION 4.7 - 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 classification required will be assigned. One full time employee is to be scheduled on Sunday for each our full time employees regularly in the department.

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

Work performed on Sunday shall be compensated as follows:

1. All part time employees on the payroll as of September 12, 1992 shall receive premium pay of time and one half the regular straight time hourly rate of pay.

2. All part time employees hired on or after September 13, 1992 shall receive the following premium.

First year of employment	\$1.00 per hour over base rate
Second year of employment	2.00 per hour over base rate
Third year of employment	3.00 per hour over base rate
Fourth year of employment	4.00 per hour over base rate

3. All Employees hired on or after May 8, 2004 shall receive straight time pay for all Sunday work.

#### SECTION 4.8 - CHRISTMAS EVE - NEW YEAR'S EVE WORK

Work performed on Christmas Eve after 5:00 p.m. or New Year's Eve after 6:00 p.m. by a full time employee shall be paid at the rate of time and one half.

#### SECTION 4.9 - 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 day shall receive one (1) fifteen (15) minute rest period and employees working more than six (6) hours in any one 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.

### ARTICLE V - VACATIONS

#### SECTION 5.1 - VACATION BENEFIT

Each eligible employee shall be entitled to the vacation benefit set forth below. All new employees must complete a full year of employment by May 1<sup>st</sup> to qualify for a vacation during the first year.

Length of continuous on-the-job service	Full time employees	Part time Employees
One year or more but less than three (3) years	One (1) week	The number of weekly hours regularly scheduled

Three (3) years or more but less than eight (8) years	Two (2) weeks	Twice the number of weekly hours regularly scheduled
Eight (8) years or more but less than fourteen (14) years	Three (3) weeks	Thrice the number of weekly hours regularly scheduled
Fourteen (14) years or more but less than twenty (20) years.	Four (4) weeks	Four times the number of weekly hours regularly scheduled.
Twenty (20) years or more	Five (5) weeks	Five times the number of weekly hours regularly scheduled.

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 weeks for each full month of service multiplied by the number of weeks vacation entitlement as determined on the prior May 1.

1. Employees who quit and fail to give at least one week notice prior to termination of employment with the Employer or who are discharged shall not be entitled to receive any one-twelfth (1/12th) shares of vacation.

2. Employees entering the US Armed Forces will be paid their earned pro-rata vacation grant through the last day of their final month of active employment.

3. In compliance with the Universal Military Training and Service Act, returning veterans who re-enter the Employer's service during the vacation period and within the time set forth in said Act, may, at the employees option, be paid one-twelfth (1/12th) of their annual vacation entitlement under Section A for each full month on the job during the vacation period; however, said months will be deducted from the vacation earned in that vacation year and may not be the basis for vacation during the following vacation period.

4. Veterans who re-enter the Employer's service after the final day of the vacation period will become eligible for their earned vacation grant during the following vacation period as qualified at the rate of one-twelfth (1/12th) of their annual vacation entitlement under Article V, Section 5.1 for each month on the job during the vacation year.

5. Continuous on the job service required to establish eligibility for the various lengths of vacation grants will include the period spent in the United States Armed forces by an employee who left a position, other than temporary, with the Employer; said period shall commence at the time the individual leaves the Employer's employ and terminate not later than ninety (90) days after discharge, the maximum period being five (5) years and ninety (90) days, provided the service in excess of four (4) years and ninety (90) days is at the request and for the convenience of the Federal Government (plus in each case any period of additional service imposed pursuant to law).

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 therefore 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 workweek which would ordinarily be the day off for the full time employee.

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

Vacation 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 during the vacation period beginning May 1<sup>st</sup> and ending on the Saturday nearest September 30th. The third, fourth, and fifth weeks may be scheduled at a time 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. Employees eligible for three or more weeks of vacation may schedule one week of vacation in days. Such scheduling shall be in accordance with the provisions of this Article.

Any full time or part time employee who works thirty-nine (39) weeks or more in the vacation year and who loses time because of accident or proven illness shall be entitled to his vacation as provided for herein.

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

6. Vacation selections will be granted on a seniority (length of continuous on-the-job) 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.

Unless the business of the Employer directs otherwise, vacation grants up to and including three (3) weeks will be taken in consecutive days within the vacation period. Selection shall be administered in accordance with #3 above.

7. All eligible employees absent from work due to on-the-job (Worker's Compensation) injury or due to non-occupational accident and sickness, for an accumulative period not to exceed thirteen (13) weeks within the vacation year will nevertheless be entitled to their vacation grant for that particle year. In the event of absence in excess of thirteen (13) weeks, employees will be entitled to thirteen fifty-seconds (13/52nds) of the annual vacation grant, plus an additional one fifty-second (1/52nds) for each full week actively on the job during the year.

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

9. Eligible employees who have changed from a part time to a regular full time basis, or

vice-versa, during the vacation year, will be entitled to a vacation grant consisting of the weekly credits earned for part time work and the monthly credits earned for full time work during such vacation year.

## ARTICLE VI - HOLIDAYS

A. 1. All full time employees and part time employees who have completed sixty (60) days of service are entitled to the following holidays, 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	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	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 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.

3. Full time employees shall receive eight (8) hours pay for the above holidays. 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 four (4) hours holiday pay.

Part time employees with less than one year of service shall receive four (4) hours holiday pay only if they are normally scheduled to work on the day on which the holiday falls.

4.a. Full time employees hired before March 12, 1989 shall be entitled to four (4) personal holidays each year after the completion of three (3) months of full time service. One personal holiday shall be taken in each three (3) month period of the calendar year. The personal holidays of the employee shall be scheduled at least one week in advance. Two of these holidays may be taken on any work day, the other two 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 week. Further, if the employee has not made his selection by March 1 for the first personal holiday, June 1 for the second, September 1, for the third and December 1 for the fourth, the Employer shall assign the personal holidays.

4.b. In addition to the aforementioned holidays, each full time employee hired before March 1, 1989, who has completed at least one year of continuous full time service, shall be entitled to a holiday on their birthday. In the event that the birthday falls on Sunday, they shall be entitled to the holiday on their next scheduled workday. In the event the employee's birthday occurs on one of the other specified holidays or on their scheduled day off, they shall be entitled to the holiday on the succeeding workday. The employee must notify the store director two (2) weeks in advance of their birthday. Any employee who fails to notify the store director two (2) weeks in advance of their birthday, and if they work on such day, they shall be paid straight time for the work on that day and granted another day off in lieu of that day within two (2) weeks.



5. Full time employees hired and upgraded to full time status after March 12, 1989 shall be entitled to three (3) personal holidays after the completion of one (1) year of service; one of which will be their birthday holiday. After the completion of two (2) years of service these employees will be entitled to four (4) personal holidays, one of which will be their birthday holiday. Scheduling and taking of these holidays shall be under the same terms and conditions as noted in paragraphs 4.a & 4.b above.

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, employee will not be given time regardless of past practice.

6.a. Part time employee hired before March 12, 1989, who have completed one (1) year of service, shall receive four (4) four (4) hour personal holidays under the same terms and conditions as provided for full time employees. In addition to the aforementioned holidays, each part time employee hired before March 12, 1989, who has completed at least one year of continuous part time service, shall be entitled to a holiday on his/her birthday. In the event that the birthday falls on Sunday, they shall be entitled to the holiday on their next scheduled workday. In the event the employee's birthday occurs on one of the other specified holidays or on their scheduled day off, they shall be entitled to the holiday on the succeeding workday. The employee must notify the store director two (2) weeks in advance of their birthday. Any employee who fails to notify the store director two (2) weeks in advance of their birthday, and if they work on such day, shall be paid straight time for work on that day and be granted another day off in lieu of that day within two (2) weeks.

6.b. Part time employee hired after March 12, 1989 shall be eligible for three (3), four (4) hour personal holidays, one of which will be their birthday holiday. After the completion of twenty-four (24) months of continuous service these employees will be eligible for four (4) four (4) hour personal holidays one which will be their birthday holiday.

#### 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.

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.

B. All work performed on the above named holidays shall be compensated as follows:

1. For all full and part time employees on the payroll as of September 12, 1992, a premium of double the regular straight time rate of pay in addition to holiday pay.

2. For all full and part time employees hired on or after September 13, 1992, a premium of time and one half the regular straight time rate of pay in addition to holiday pay.

C. 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 - LEAVES OF ABSENCE

### SECTION 7.1 - ABSENCE FOR FULL TIME UNION JOB

A. Any employee covered by this Agreement who takes a full time job with the Union shall be given leave of absence. All leaves of absence shall be without loss of seniority and upon termination of such leave of absence, the employee shall be re-employed at his former wage rate plus any increases or less any reduction that may have become effective during the said leave of absence.

B. An employee who has either taken a full time job or who will take a full time job with the Employer outside of the bargaining unit shall upon return to the bargaining unit be credited with all seniority that he had when he left the bargaining unit.

### SECTION 7.2 - FUNERAL LEAVE

A. In the case of a death in the immediate family of an employee requiring the absence of the employee, the employer shall grant a leave of four (4) 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 four 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 grandparents.

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

### SECTION 7.3 - JURY DUTY

An employee called to jury duty shall be granted time off. The Employer shall pay the difference between the employee's juror's pay and their 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 7.4 - 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.

## SECTION 7.5 - COLLEGE STUDENTS

Employees who are full-time student at an accredited college or university may be granted a leave of absence for up to nine (9) months during any academic year to return to classes. The Employee must give 30 days notice of intent to return to work and will be assigned any job opening in the district from which they left. The employee will return with the same hired date as when they have begun. No benefits or wages of any kind shall be due while the Employee is on leave.

## **ARTICLE VIII - SENIORITY**

### SECTION 8.1 - SENIORITY CALCULATION:

- A. Seniority for employees shall be based upon continuous service from the first day of hire within the bargaining unit company-wide within the jurisdiction of the Union.
- B. Full time employees and part time employees with six (6) or more months of service who are laid off and are subsequently recalled to work within one year by the employer shall retain their seniority regardless of any change in their place of employment.
- C. Any employee who has been employed for six (6) continuous months and is absent on account of physical inability to perform the duties of such employee's job classification shall retain seniority rights and shall have the right to claim a job for which such employee is qualified and physically able to perform the work as then certified by a licensed physician. Such right shall continue for a period of up to eighteen (18) months from the date of the beginning of such absence.
- D. 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 Journeyman  
& Journeyman

**GROUP II**  
Chief Deli,  
Butcher Block/ Seafood  
Manager  
Apprentice Journeyman  
PM Deli Lead Clerk

**GROUP I**  
Weigher/Wrappers  
and Meat Clerks

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

1. Within the District;
2. An adjoining District;
3. Any store covered by Local Union 56 and Acme Markets, Inc.

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

C. In the event of a store closing, department heads will have the option of bumping the least senior department manager in the classification in their same District.

### 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 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 forty-eight (48) hours notice, excluding Sunday.

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

4. If they still cannot claim a job, they repeat 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.

7. No full time employee on the payroll as of January 1, 1995 shall be laid off for the term of this agreement. However, if the number of stores covered by this agreement at the time of this ratification is reduced by any means by 50% or more, this no lay off provision shall have no force or effect.

a. The employee is qualified and continuously available to perform the available work consistent with the provisions of Article VIII - Seniority.

b. This provision will not be valid in unusual situations beyond the employer's control such as fire, flood or a catastrophe affecting several of the employer's facilities. Store closings for business reasons shall not be construed as a catastrophe.

c. Neither shall this provision apply in case of a strike against the Employer in the area covered by this Agreement. In case of a strike by one or more UFCW Local Unions in this jurisdiction, this provision will not apply for the duration of the strike.

d. Additionally, all full time employees who were demoted to part time will be returned to full time status within six (6) months to one (1) year.

e. The Company will immediately replace any employee voluntarily for retiring early, on a one for one basis with employees bumped back from full time positions.

#### PART TIME TO FULL TIME

A part time employee who becomes a full time employee shall be placed at the bottom of the full time seniority list for layoff or transfer purposes only.

#### FULL TIME TO PART TIME

When a reduction in force is necessary, the 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. He shall have the right to claim such part time job or full time job as he is qualified and able to do.

The claiming of a full time job will not preclude the employee from claiming it in his original or adjoining District when a vacancy occurs.

If a full time job opens and the said "full time reduced to part time" employee fails to take the job; he shall then take his place on the seniority roster to which his hire date entitles him.

#### RECALLS

A. 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 8.2A above will prevail.

B. 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 a job he shall be capable of performing it and shall be paid the rate specified for the job.

C. 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.

#### DISABILITY LEAVE

Leave permitted by the Federal Medical Leave Act will run concurrently with paid disability leave.

### RETURN AFTER ILLNESS OR ACCIDENT

Where an employee has been absent from work due to illness or accident for one (1) week or more, employee shall be required to give the Employer not less than

forty-eight (48) hours notice, excluding Sunday, of his intention to return to work. Such employee shall have the right to displace the junior employee either full or part time, regardless of the posted schedule, without notice, provided the temporary replacement has been notified ahead of time.

### PROMOTIONS AND DEMOTIONS

A. 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.

B. A survey of potentially promotable employees shall be made by the employer on an annual basis on a form to be provided by the Employer. The Employer shall make available opportunities for employees in each store to indicate such employees' desire for advancement. A completed copy of the survey form shall be forwarded to the Union within thirty (30) days after completion by the employee.

Completed form will be retained by the Employer for a period of one year from date of completion.

### TRANSFERS

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

B. 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 the District.

C. If the transfer cannot be effected with the employee's District, then the transfer will be made to an adjoining District, in which event the least senior employee will be transferred.

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

E. The above provision shall not preclude a more senior employee from requesting or volunteering for any transfer.

F. Any employee on a seasonal transfer shall return to his District after the seasonal work ends.

G. When a vacancy occurs in the transferred employee's District, he shall have the right to transfer back, unless the original transfer was made under the provisions of paragraph D above, in which event the matter shall be discussed with the Local Union.

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

**TEMPORARY TRANSFERS**

1. In effecting temporary transfers, the Employer shall make them as the needs of the business require. Where practical, the least senior qualified employee will be transferred.

2. The Employer agrees to pay the difference in cost of transportation occasioned by an involuntary transfer from one store to another, which transfers increase their normal cost of transportation calculated at thirty-one cents (\$.31) per mile.

**SECTION 8.4 - SENIORITY LISTS, CLASSIFICATIONS AND GROUPS**

A. There shall be a separate seniority list 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.

**ARTICLE IX - HEALTH AND WELFARE PROGRAM**

During the term of the Agreement, the Company agrees to the following Health & Welfare provisions:

A. Effective June 1 2004, the Company shall continue to contribute to the Local 56 Health & Welfare Fund for each eligible employee as follows:

Eligible Full time employees	Plan C	\$700.00 per month
Eligible Part time employees	Plan D	\$340.00 per month
	Plan N	\$160.00 per month

After one (1) year of service, all part timers will be put into Plan N. After two (2) years of service, all part timers will be put into Plan D.

Part time employees must have worked and/or received pay for fifty six (56) hours including Sunday hours during the current fiscal month to be eligible for Health & Welfare benefits for the following fiscal month.

Part time employees with twelve (12) or more months of continuous part time service, permanently promoted to full time status shall be eligible for hospital, surgical benefits, as of the 1<sup>st</sup> day of following month.

A regular part time employee shall be eligible to receive full time Health & Welfare benefits when he or she has worked one-hundred and forty (140) hours per month for six (6) consecutive months. The employee must continue to work continuously at that monthly rate to continue the full time benefits.

Monthly contributions shall be made for each full time employee the month following the completion of twelve (12) months of continuous full time service with the Employer.

Full time employees must have worked and/or received pay for one hundred twenty (120) hours including Sunday hours during the current fiscal month to be eligible for Health & Welfare benefits for the following fiscal month.

The provisions of the preceding paragraphs will permit any employee who is otherwise eligible, and who has had ninety (90) days of hire creditable service as an employee of an Employer with comparable coverage and who is under the jurisdiction of Local 56 to be credited with his prior service in determining his eligible for participation in the Local 56 Health & Welfare Fund. Contributions on behalf of the employee will become effective on the 1<sup>st</sup> of the month following the completion of combined service from the previous and present Employer which satisfies the conditions of the preceding paragraphs.

If you are on Workers Compensation or Disability, that is computed as received pay.

- B. Maintenance of Benefits; The Company agrees to pay a Maintenance of Benefits of 7% if needed September 2005, October 2006, October 2007, and October 2008.
- C. The employer's contribution shall be used to make available life insurance, accident and sickness benefits, hospitalization and surgical benefits, major medical insurance, prescription, vision care and dental benefits for the employee, his or her spouse and defined eligible dependent children in accordance with the provisions of the applicable plans as more fully set forth in the Health and Welfare booklet available for such eligible employee.
- D. All Health and Welfare payments will be made to the Health and Welfare Department of the Union no later than the 15th day of the month for the preceding month.
- E. Benefits shall be set forth in the Health and Welfare Booklet provided by the Fund.
- F. The Plan shall conform to the legal requirements of the law, both State and Federal.
- G. The Trustees of the Fund shall work out the benefit program within the money provided on an actuarially sound basis.
- I. The Employer hereby adopts and agrees to be bound by the terms of a Trust Agreement entered into between the Union and certain subscribing Employers, and any modification or amendments thereto.



## SUPPLEMENTAL WORKERS' COMPENSATION BENEFITS

When the applicable Worker's Compensation benefits for compensable lost time are exceeded by Accident and Sickness benefits, 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.

## NEW JERSEY TEMPORARY DISABILITY BENEFITS

Non-occupational disability benefits for New Jersey employees will be provided by the Employer in accordance with the requirements of the New Jersey Temporary Disability Benefits Law. The Local 56 health and Welfare Fund will supplement the NJTDB benefit up to the normal Accident and Sickness Benefit level provided through the Fund.

## ARTICLE X - PENSION PLAN

For the duration of this Agreement the Employer shall contribute the sum of two hundred and seventy-five dollars and three cents (\$275.03) per month to the Retail Meat Pension Fund for each full time employee under terms and conditions as noted below.

Contributions shall be made for each full time employee who works one hour or more that month, or for any employee who has fulfilled the eligibility requirement as defined in Article IX-C1. Contributions to the Pension Fund shall continue during vacation period and while the employee is receiving sick or disability pay, but in no event more than for a period of twenty-six (26) weeks.

For the duration of this Agreement, the Employer shall contribute the sum of fifty-four dollars and eighty cents (\$54.80) per month to the Retail meat Pension Fund for each part time employee under terms and conditions as noted below.

Contributions shall be made for each part time employee who works one hour or more in that month and who has completed twelve months of continuous service. In the event a part time employee qualifies under the provisions of Article IX,C1 for full time pension benefits, contributions to the Fund will be made at the full time rate for as long as the employee retains such eligibility. Such contributions shall continue during vacation periods and while the employee is receiving sick or disability pay as provided in the foregoing paragraph of this section.

The Pension Fund shall continue to provide retirement benefits and a death benefit for eligible employees and such new or improved benefits as agreed by the parties to this Agreement, as shall be established by the Board of Trustees of the Pension Fund.

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 made by the Actuary for the Fund.

The Employer adopts the provisions of, and agrees to comply with and be bound by, the Trust Agreement establishing the Pension Fund and all amendments thereto. The designation as employer trustees of those persons who presently occupy the position of Employer Trustees together with their successors who are designated in the manner provided in the Trust Agreement, hereby accepted and approved by the Employer. The Employer further ratifies and approves all matters of the Pension Fund.

and all actions which shall be taken by such Trustees within the scope of their authority. The execution of this Agreement by the Employer shall constitute an acceptance of the language in the Trust Agreement.

The Pension Plan, as adopted, must have the continuing approval of the Internal Revenue Service as an exempt Plan.

#### **ARTICLE XI - UFCW LOCAL 56 SAVINGS PLAN**

The Employer shall contribute to the UFCW Local 56 Savings Plan as provided below:

For all employees hired before September 13, 1992, the Employer shall contribute the sum of fifty cents (\$.50) per hour.

For all employees hired on or after September 13, 1992, effective January 6, 2002, the Employer will contribute twenty cents (\$.20) per hour following six (6) months of continuous service. Effective March 9, 2003, the Employer will contribute thirty cents (\$.30) per hour.

For all employees hired on or after January 6, 2002, the Company will contribute ten cents (\$.10) per hour following twelve (12) months of continuous service.

The Employer shall contribute to the UFCW Local 56 Savings Plan for all straight time hours worked, not to exceed eight (8) hours per day or forty (40) hours per week for each full time and part time employee. Paid for time off (such as holidays, vacations, etc.) shall be included in the calculations of hours worked.

The Plan shall, at all times be such that contributions thereunder by participating employers are deductible as an item of business expense of such employers for income tax purposes, under the provisions of the Internal Revenue Code, and that such Plan shall receive the continuing approval of the Internal Revenue Service, United States Treasury Department, with respect to the deductibility as an item of business expense of the Employer's contributions thereunder.

If mutually agreed to, the wage increases effective January 6, 2002, and March 9, 2003, may be diverted into the UFCW Local 56 Savings Plan. The Union shall give the employer sixty (60) days of such diversion.

#### **ARTICLE XII - PROBATIONARY AND TRIAL PERIOD**

##### **SECTION 12.1 - LENGTH OF PROBATION**

- A. The first sixty (60) days of employment of a new employee shall be considered a probationary period.
- B. Apprentice Journeyman shall be considered to be on probation for three months
- C. During the probationary period the Employer may discharge an 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 sixty-first (61st) day of employment, except as otherwise provided herein.

D. Employees hired as summer replacements on or after April 1, of any year, shall not accumulate seniority unless they continue as employees after September 30, in which event their seniority shall revert back to their date of hire.

#### SECTION 12.2 - PREVIOUS EXPERIENCE

In establishing the rate of pay for newly hired employees, previous experience within the last three (3) years as a member of Union Local 56 shall be counted. This section shall not apply to qualified journeyman whose rate of pay shall be established based upon all previous experience no matter where it was earned.

#### SECTION 12.3 - 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 a higher 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 fifteen (15) day trial period to qualify for the jobs because of layoffs.

### **ARTICLE XIII - RIGHT OF APPEAL**

#### SECTION 13.1 - 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 completed his/her probationary period, or for such 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 investigation, it is found that the said employee should be reinstated, or the discipline removed, then said employee may be reinstated with seniority and 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 XIV, Step 4.

## ARTICLE XIV - GRIEVANCE AND ARBITRATION

### SECTION 14.1 - 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 director, within five 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 weeks, the moving party shall then either submit the grievance to arbitration and give notice hereof 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 four 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 his 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 four.

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.

D. The Union asserts that any aggrieved employee shall, after having presented their case to Local 56, have the opportunity to appeal his or her case to the UFCW Local 56 Executive Board provided such notice of appeal is in writing within ten (10) days after receipt of the decision from Local 56.

E. The UFCW Local 56 Executive Board shall have the final authority to decline to process an alleged grievance, complaint, difficulty or dispute of any employee if, in the judgement of the UFCW Local 56 Executive Board such alleged grievance, complaint, difficulty or dispute lacks merit or justification under the Agreement.

F. When arbitration has been invoked as provided for the party (the Union or the Employer) wishing to proceed further, shall, within the time limits provided submit the unresolved grievance or dispute to the American Arbitration Association to be handled in accordance with its rules.

G. The decision of the arbitrator shall be rendered in writing within thirty (30) days of the close of the hearing, unless such time is extended by mutual consent of the parties of such grievance or dispute.

H. The Arbitrator shall not have the authority to amend, modify, or in any manner change this Agreement or establish any terms and conditions under this Agreement.

I. The decision of said Arbitrator shall be final and binding upon the Employer, the Union and the employee or employees involved.

J. The expense of the Arbitrator shall be shared equally by the parties.

## **ARTICLE XV - STRIKE AND LOCKOUTS**

### **SECTION 15.1 - STRIKE 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 XIV.

### **SECTION 15.2 - 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, walkout or strike.

Nothing contained herein shall compel any employee to walk through a picket line set up by Local 56; Teamsters Joint Council No. 53 of Philadelphia and Vicinity; American Bakery, Confectionery & Tobacco Workers Local No. 6; United Food & Commercial Workers Local Unions 27(D), 1776, 1358, 1360; provided, said strike has received the written prior approval of the United Food & Commercial Workers International Union and the Food council of Philadelphia and Vicinity.

## **ARTICLE XVI - MISCELLANEOUS PROVISIONS**

### **SECTION 16.1 - 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 a strike 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.

In carrying out the intent of agreement enforcement district stewards and committee person (store stewards) shall have the right to inspect time cards.

G. District stewards will be transferred only by mutual agreement, however, the union will not arbitrarily oppose the transfer of a district steward whom the company requires be transferred for business reasons.

I. District stewards shall be entitled to a leave of one (1) day each calendar year, with pay, for a district steward training and education conference. The Union must notify the employer at least two (2) weeks in advance thereof. Such conference shall be scheduled as not to interfere with the regular and efficient conduct of the regular business of the Employer. The district steward must, upon returning from the leave, present the store director with written evidence from the union that the steward has used the leave for the purpose for which the leave was intended.

#### SECTION 16.2 - 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 16.3 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 (except by using a power jack), or the skinning of the carcass of any animal. Personal cars of employees shall not be used for hauling.

#### SECTION 16.4 - 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 Journeyman 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 16.5 - 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 XVII - HEALTH AND SAFETY**

The Union and Employer agree to meet and discuss establishing a Safety Training Program.

### **ARTICLE XVIII - PRIVILEGES**

#### **SECTION 18.1 - 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 XIX - VALIDITY OF CONTRACT**

#### **SECTION 19.1 - 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 XX - DURATION OF AGREEMENT**

#### **SECTION 20.1**

A. This agreement has resulted from negotiations between Acme Markets, Inc. and the United Food & Commercial Workers Local 56.

B. This agreement shall be effective May 8, 2004 and shall be binding upon the parties hereto until and including May 3, 2009 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 or modifications.

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.

L. 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.

F. 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 present to be duly signed by their duly authorized officers and representatives.

FOR THE COMPANY:  
ACME MARKETS, INC.

John Collier  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION:  
U.F.C.W. LOCAL 56

Mark Carter  
William L. Ryan  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**SCHEDULE A-1**

**TERRITORY COVERED BY THIS AGREEMENT**

Territories described as those stores numbered in the 7000 in the following areas: West Area and East Area.

**SCHEDULE B**

**JOB CLASSIFICATION AND MINIMUM WAGE SCALES**

**WAGES:**

The following across the board increases shall apply to employees at or above the top of the progression at the date of the increases:

	05/09/2004	08/07/2005	11/05/2006	02/03/2008
Meat MGRS, Deli MGRS, Butcher Block MGRS	\$ .75/hr	\$ .75/hr	\$ .75/hr	\$ .75/hr
All Others	\$ .625/hr	\$ .625/hr	\$ .625/hr	\$ .625/hr
<b>FULL TIME</b>				
Job Classification	05/09/2004	08/07/2005	11/05/2006	02/03/2008
Chief Journeyman	21.456	22.206	22.956	23.706
First Journeyman*	20.12	20.745	21.37	21.995
Journeyman**	20.02	20.645	21.27	21.895
<b>Apprentice</b>				
1st 6 months (55%)	11.011	11.354	11.698	12.042
2nd 6 months (65%)	13.013	13.419	13.825	14.231
3rd 6 months (75%)	15.015	15.483	15.952	16.421
4th 6 months (85%)	17.017	17.548	18.079	18.61
Butcher Block/Seafood MGR hired before 03/06/83	17.26	18.01	18.76	19.51
Butcher Block/Seafood MGR hired on or after 03/06/83	16.26	17.01	17.76	18.51
Deli Manager	18.971	19.721	20.471	21.221
Full time clerk hired before 03/5/83	17.141	17.766	18.391	19.016

**Part Time**

Journeyman**	20.02	20.645	21.27	21.895
Part time clerk hired before 3/5/83	17.141	17.766	18.391	19.016
Part time clerk hired before 3/5/83 and before 3/7/87	13.525	14.15	14.775	15.40

First Journeyman -- in store employing two or more Journeyman (other than the Chief Journeyman), one shall be appointed First Journeyman. This classification is assigned to the store and to the person. Selection to be the same manner as Chief Journeyman.

\*\*Journeyman - at least one in Service Meat Department

Full and Part time Progression Scale employees hired 05/09/04 or after 5/9/04 11/05/06

Start	\$ 6.50	\$ 6.75
After Probation	6.75	7.00
After 6 months	7.00	7.25
After 12 months	7.50	7.75
After 18 months	7.75	8.00
After 24 months	8.25	8.50
After 30 months	8.75	9.00
After 36 months	9.25	9.50
After 42 months	10.00	10.25
After 48 months (Top rate when reached)	10.75	11.00

Any employee who is in a progression scale or is hired at a rate higher than the starting rate listed in the recentment shall receive a rate of pay that is specifically listed in the appropriate progression scale. Any employee in a progression scale as of May 9, 2004 who is not at a rate listed in a progression scale shall be moved to the next higher rate at the time of which they are scheduled to receive their next raise in the progression scale. Employees shall thereafter continue along the progression scale until they reach the top rate of the progression scale. At that point they shall receive any remaining ACB'S provided.

**Delicatessen Department (FT PM LEAD CLERK)**

Delicatessen clerk that has annual weekly sales in the Service Deli Department of \$ 25,000 and has a full time deli clerk will have a minimum of one job bid as the Deli Night Lead to be paid at the rate of one dollar and ten cents (\$1.50) per hour above their applicable rate. This individual will be the person in charge.

#### EXPLANATION AS TO PREMIUM PAY

- A. Overtime - overtime as defined herein shall mean one and one half times (1-1/2T) the employee's straight time hourly rate.
- C. Double Time - double time as defined herein shall mean twice the employee's straight time hourly rate.

#### NIGHT SHIFT

Employees who volunteer to do so may be scheduled to work a night shift between midnight Monday to 9:00a.m. Saturday for an additional \$2.50 per hour over their straight time hourly rate. If agreeable by the employee and required by the needs of the business, an employee may be scheduled voluntarily on night crew for less than a full week with an hourly premium of \$2.50 per hour.

#### COST OF LIVING ALLOWANCE

The provisions of the Cost of Living Allowance under the next preceding agreement is waived for the duration of this Agreement.

#### ASSIGNMENTS OF GROUP I EMPLOYEES

The assignment of Group I employees 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 APPRENTICE JOURNEYMAN

Unless otherwise agreed to, apprentice journeyman shall at all times be full time employees.

The apprenticeship program shall be two (2) years. A joint company and union evaluation committee shall be established to examine apprentice graduating to journeyman.

## RATIO OF APPRENTICE JOURNEYMAN

Apprentice journeyman are employees whose duty shall be to cut meat at least twenty-five percent (25%) of the time and, among other duties in servicing meat departments, to wait on customers.

The number of apprentice journeyman in any store may be established at the discretion of the employer; however, it shall not exceed the following store ratio:

- One (1) apprentice journeyman for each chief journeyman.
- One (1) apprentice journeyman for the first three (3) meat cutters and/or journeymen.
- One (1) apprentice journeyman for an additional two (2) meat cutters and/or journeymen.

An apprentice journeyman shall be examined not later than the twenty-third (23rd) month of his apprenticeship.

## SCHEDULE C - HOSPITAL, SURGICAL AND MAJOR MEDICAL BENEFITS FOR

### RETIREES

Full time employees who retire under the terms of the Retail Meat Pension Fund and who on their retirement date have 15 or more years of service with the Employer, but have not attained age 62, shall be given the opportunity on a contributory basis, to enroll in an appropriate plan of benefits as provided for by the Local 56 Health and Welfare Fund. Contributions to continue until the first of the month following the retiree's 62nd birthday. At the time of enrollment for this coverage, the application shall include the retiree and eligible dependents. For the purpose of this coverage, an eligible dependent defined as the spouse of the employee and all unmarried dependent children under 19 years of age except that an unmarried child who is enrolled as a full time student in school, dependent to age 23. Coverage shall be terminated if contributions are not received on or before the tenth (10th) day of the month of coverage, or if the retiree obtains any employment in the industry except as permitted, or upon the death of the retiree, or if the retiree ceases to receive retirement benefits from the Pension Plan.

For the duration of this Agreement retirees referred to above who have attained age 62 and full time employees who retire under the terms of the Retail Meat Pension and who on their own retirement date have 15 years of service with the Employer and have attained age 62 shall have their Blue Cross, Blue Shield, and Major Medical (\$250,000.00 maximum), coverage continued by the Local 56 Health and Welfare Fund. The Employer agrees to continue its present contribution for dependent and single coverage for these individuals. This coverage will include the retiree and eligible dependents as defined above. Coverage provided under this Section will terminate when the retiree becomes eligible for Hospital Insurance Benefits as defined in Title XVIII of the Social Security Act (Medicare), as amended.

or the retiree or spouse obtains any employment which provides similar coverage or upon the death of the retiree or the retiree ceases to receive retirement benefits from the Pension Plan.

C. Full time employees who retire under the terms outlined in the above paragraph will be provided with a prescription plan and vision care benefit for themselves and their eligible dependents. Part time employees will receive said benefits for themselves only.

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

E. During the term of this agreement employees between the ages of 55 and 65 will be offered the opportunity to elect early retirement and have their Health & Welfare contributions to the Local 56 Fund paid for by the Company at the specified retiree rate.

F. Any member who meets the eligibility requirements established by the Fund and who retires after May 8, 2004 shall be required to contribute 5% of the cost of retiree benefit coverage.

#### SCHEDULE D

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.

Fish - Fresh, Frozen, Cooked, Salted and 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 Tails  
All Fish Pies  
Shucked Clams  
Shrimp, (all, including shrimpburgers)  
All Seafood Dinners  
Frankfurters, all types  
All sausage Kitchen Items (sliced)  
Pork Roll (sliced)  
Bacon (sliced and ends, including Canadian)  
Chunks Liverwurst  
Caps - Chubswurst  
Pork Roll (whole or piece)  
Scrapple  
All Smoked Siab Bacon  
All Smoked Pork Squares  
All Smoked Boston Butts  
All Smoked Hocks  
All Smoked Beef Tongues  
All Patties, including hamburger, beefburgers, seasoned or unseasoned  
All steaks (sandwich, buttered, chipped, cubed, breaded seasoned or unseasoned) pre-priced if packaged by Company.

**Poultry Items - Pre-Packaged - Eviscerated:**

Fresh, cooked, or frozen (whole):  
All whole poultry  
Frozen Consumer Packages (not to be broken for sale)

**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 cuts of beef, lamb, veal or pork, such as:

Hind Quarter - Boneless round cuts  
Strip Loin (Bone in or Boneless)  
Hips or Sirloin Butts  
Loin or short loin (less flank)  
Tenderloin

Flank steak trimmed or untrimmed

Forequarter - Skirt Steak  
Rib  
Plates  
Brisket, bone or boneless  
Short Ribs  
Half Check (Blade Chuck with or without Neck)  
Arm Bone Chuck  
Shank Meat (Ground or Boneless for Grinding)  
Beef Trimmings Ground or Boneless for Grinding  
Boneless Chuck

## MEMORANDUM OF UNDERSTANDING

### 1. CLEANING IN THE MEAT DEPARTMENT

Specialty Clerks assigned to do cleaning in the stores may clean the floors, walls and windows in the meat department, and remove trash, provided the scheduled hours in the Meat department are not adversely affected.

### 2. RECEIVING OF FROZEN FOOD PRODUCTS

If store employees other than UFCW Local 56 bargaining unit members receive and accept delivery of frozen food products normally handled by the store meat departments, said products will be handled beyond that stage by meat department bargaining unit employees. A meat department representative will also be given the opportunity to commodity check such items.

3. During the term of this Agreement, Employer and Union will meet to establish conditions for the implementation of a second shift.

4. The twelve (12) stores listed below will be staffed only until 6:00p.m. on Saturdays and only for four hours on Sunday.

1559, 1644, 1721, 1741, 1766, 1001, 1105, 1220, 1010, 1058, 1106

5. Employees shall be eligible to participate in the Albertson's Retirement Estates Plan on the same terms and conditions as other Bargaining Unit Employees, except that the Employer shall be required to contribute on behalf of these employees.

### 6. DIRECT DEPOSIT:

The Company agrees to provide direct deposit as soon as it is available.

### 7. PROMOTION:

The company and the Union will meet to discuss the implementation of a bid card system to be utilized for a one year trial basis. The results will be reviewed at the end of the trial period with the union. The company shall have the sole right to determine whether the bid card system is to be continued or reinstitute the current utilized job posting method.

### 8. VENDOR ASSISTANCE:

The Company may utilize any assistance provided by D.L. Matthews in regard to the stocking and displaying of their products.



**UNITED FOOD & COMMERCIAL  
WORKERS UNION  
LOCAL 152**

**5 Executive Campus, Suite 201  
Cherry Hill, New Jersey 08002  
(856) 663-5636 1-800-554-9115**

**Benefit Funds Office**

**7730 Maple Avenue, Pennsauken, NJ 08109  
(856) 662-5757 1-800-555-4959**

**ALL QUESTIONS CONCERNING YOUR UNION OR YOUR UNION CONTRACT,  
WHILE YOU ARE ACTIVELY EMPLOYED, SHOULD BE DISCUSSED WITH YOUR  
STEWARD.**

**DURING PERIODS WHEN YOU ARE NOT ACTIVELY EMPLOYED, OUT SICK,  
LAID-OFF, DISCHARGED, ETC., ALL QUESTIONS ARE TO BE TAKEN DIRECTLY TO  
THE UNION OFFICE.**

**IF, FOR ANY REASON, YOU ARE UNABLE TO REPORT TO WORK AS  
SCHEDULED, IT IS YOUR RESPONSIBILITY TO NOTIFY YOUR EMPLOYER PRIOR  
TO YOUR STARTING TIME. WHEN YOU CALL, DO NOT LEAVE A MESSAGE WITH  
ANOTHER EMPLOYEE. INSIST ON SPEAKING TO A RESPONSIBLE  
REPRESENTATIVE OF MANAGEMENT.**

**DURING PERIODS OF DISABILITY, KEEP YOUR EMPLOYER INFORMED OF  
YOUR EXPECTED DATE OF RETURN.**

**IMPORTANT:**

**BE SURE TO NOTIFY THE OFFICE IF YOU CHANGE YOUR ADDRESS.**

**NAME, DEPENDENTS OR BENEFICIARY.**

**IF FOR ANY REASON YOU LEAVE THE JURISDICTION OF LOCAL 152,**

**CONTACT THE OFFICE FOR A WITHDRAWAL CARD.**

**ATLANTIC CREDIT UNION - (800) 428-4636**

**UNITED FOOD & COMMERCIAL WORKERS  
UNION LOCAL 152**

5 Executive Campus  
Suite 201  
Cherry Hill, New Jersey 08002

Phones: 856-663-5636      800-554-9115

**Health and Welfare**

800-555-4959      856-662-5757

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**OFFICERS**

**BRIAN STRING**  
*President*

**T. J. LAURITSEN**  
*Secretary-Treasurer*

**ANTHONY BENIGNO**  
*Recorder*

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**IMPORTANT**

Be sure to notify the Union office, if you change your address, name, dependents or beneficiary.

If, for any reason, you leave the jurisdiction of Local 152, contact the Union office immediately.