



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

8-31-1963

Acme Markets, Inc., Division #7 and Retail Food Clerks Union, Retail Clerks International Association, AFL-CIO, Local 1245 (1963)

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

Acme Markets, Inc., Division #7 and Retail Food Clerks Union, Retail Clerks International Association, AFL-CIO, Local 1245 (1963)

Location

NJ

Effective Date

8-31-1963

Expiration Date

9-2-1966

Employer

Acme Markets, Inc., Division #7

Union

Retail Food Clerks Union

Union Local

1245

NAICS

44

Sector

P

Item ID

6178-008b176f011_02

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

IX-9/66

Approx 2400

Workers

AGREEMENT

MAR 1 1965 *CWD*

by and between

ACME MARKETS, INC.

Division No. 7

and

RETAIL FOOD CLERKS UNION

LOCAL 1245

AFL-CIO

Duplicate



Retail Clerks

International Association



**RETAIL FOOD CLERKS UNION
LOCAL 1245**

791 Passaic Avenue

Clifton, N. J.

Phone 471-2380

Dear Member:

This is your personal copy of the contract negotiated by your Union and the Company for which you work.

You should read carefully all the sections to acquaint yourself with the conditions as they will exist for the duration of this agreement.

This contract is not written for any individual but is written to do the most good for all concerned—and in this spirit all parties should do their utmost to fulfill the conditions as set forth.

If you have any questions on your contract please feel free to contact your Union office at any time.

Fraternally yours,

FRANK DeVITO,

Secretary-Treasurer



AGREEMENT

AGREEMENT made by and between ACME MARKETS, INC., Division #7, with offices in Newark, New Jersey (hereinafter referred to as the "Employer") and RETAIL FOOD CLERKS UNION LOCAL #1245, Clifton, New Jersey, chartered by RETAIL CLERKS INTERNATIONAL ASSOCIATION, AFL-CIO (hereinafter referred to as the "Unon").

SECTION I

Management Functions

To prevent any misunderstanding, confusion of purposes, or conflict of authority in the conduct of the business of the Employer the following statement of fact is jointly accepted and agreed to by both parties to this Agreement: The management of the business of the Employer and all policies, authority and responsibility for the conduct of same shall repose exclusively in the Employer, and in no instance shall the Union or its representatives interfere with the exercise of such authority and responsibility; provided, however, this paragraph shall not be construed contrary to any provisions of this Agreement or the grievance procedure as set forth herein, or act in any way to interfere with the Union in the enforcement of said Agreement.

SECTION II

Union Recognition

A. The Employer recognizes the Union in accordance with past practice as exclusive bargaining representative of all employees, specifically excluding "Manager" and "Assistant Manager" (heretofore Assistant Manager was known as Co-Manager and will continue to perform the required work assignments), working in job classifications listed in Exhibit A attached hereto, in stores administered under Employer's Division #7 and services by Division #7 warehouses.

32
4
B. Where Employer establishes new stores serviced by its Division #7 warehouses it is agreed that this Agreement shall apply to such stores so long as they continue to be administered and serviced by Division #7.

C. All work and services connected with or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail establishments covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above for which the Union is recognized as the collective bargaining agency by the Employer. This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to special displays. The application of this clause will be held in abeyance pending uniform industry application.

SECTION III

Union Security

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

B. It is further understood that all new employees shall be on probation for the first thirty (30) days of employment and may be discharged by the Employer giving the Union no cause of dismissal within this period. Probationary employees shall receive conditions provided for in this Agreement.

C. Upon failure of any employee to become or remain a member of the Union within the period and under the conditions specified in paragraph A above, the Union shall notify the Employer in writing of such failure and the Employer shall, immediately upon receipt of such notice, discharge any such employee in accordance with the provisions of the Labor Management Relations Act of 1947 as amended.

D. The Union agrees to furnish to the Employer at least one Union Store Card for each of the Employer's stores covered by this Agreement to be displayed on the premises. Such Card shall remain the property of and shall be surrendered to the Union upon demand.

E. Employer agrees to advise the Union on all hirings, transfers and terminations.

SECTION IV

Right Of Discharge

A. The Employer shall have the right to discharge any employee for just cause. The Employer shall not discharge or discriminate against any employee because of his membership in the Union or his participation in Union activities. The Employer shall notify the Union upon the discharge of any employee as soon as possible.

B. The parties hereto recognize the circumstance that the number of employees required by the Employer to transact its business is and will be subject to fluctuation. Nothing in this Agreement shall affect the right of the Employer to increase or to reduce the number of its employees and, at its discretion, the Employer may make such lay offs or separations from its service as it may find necessary for the operation thereof.

SECTION V

Seniority

A. The Employer recognizes the principle of seniority and shall be governed by said principle in matters of promotions, demotions, layoffs, recalls, and transfers, subject to the ability of employee involved to perform the work in question.

B. 1. Employees laid off and recalled within six (6) months shall retain their seniority accrued at

the time of layoff. Time not worked shall not be considered in determining any benefits or wages under other sections of this Agreement. Seniority shall terminate after six (6) months absence from work due to nonoccupational sickness.

2. On recall employees with the most seniority shall be rehired first. The Employer shall notify such employees who shall report within forty-eight (48) hours of notification; if employee fails to report within this period Employer will have no further obligation under the seniority provisions of this Agreement.

C. Upon request, the Employer agrees to compile and furnish to the Union seniority lists of all employees.

D. Regular part time employees will be given preference for full time employment whenever a full time vacancy occurs, provided they are available and qualified for such work.

SECTION VI

Union Activities

A. It is agreed that Union duties and activities will not be carried on during hours of work; however, this shall not prevent Union officials from entering stores during store hours to satisfy themselves that this Agreement is being observed, providing they first make their presence known to management.

B. Any member of the Union being elected to permanent office or as a delegate to any Union

activity necessitating temporary leave of absence shall be granted such leave of absence and shall at the end of the term in the first instance, or at the end of his mission in the second instance, be guaranteed re-employment at his former wage rate, plus any increase or less any reduction that may have become effective during his absence.

SECTION VII

Work Week

A. 1. Except as provided in B immediately below the work week shall consist of forty (40) hours to be performed within five (5) days with one scheduled flexible straight time night. Work in excess of forty (40) hours, or work performed in addition to one (1) scheduled night in any week, but not for both, shall be paid at the rate of time and one-half (applicable only to regular, full time employees).

2. In a normal work week a minimum of three (3) eight (8) hour days shall be scheduled. In any work week in which a paid holiday falls a minimum of two (2) eight (8) hour days shall be scheduled.

B. All full time employees hired after September 1, 1963 may be scheduled to work five (5) eight (8) hour days per week at straight time on a shift commencing from twelve (12:00) noon to two (2:00) p.m. Store employees hired prior to September 1, 1963 may be so scheduled where voluntarily acceptable to each individual (does not apply to Meat Department employees).

C. The regular day's work for all regular full time employees shall be worked in consecutive hours (exclusive of unpaid meal periods). No employee will be requested to work a split shift.

D. All regular full time employees reporting for work on their scheduled work day shall be guaranteed hours of work as set forth in the posted work schedule at straight time pay. In the event such employee is called to work on his pre-designated day off he shall be guaranteed a minimum of four (4) hours work or pay at the overtime rate. If unavailable for work in either instance employee will be paid only for hours actually worked.

E. 1. A part time employee (an employee scheduled for twenty-nine (29) hours or less per week) shall be guaranteed three (3) hours work for each day such employee reports for work pursuant to instructions from the Employer. If unavailable for scheduled work employee will be paid only for time actually worked. Part time employees reporting for work on their regularly scheduled work day who are not given work shall be entitled to three (3) hours pay at their normal straight time rate of pay.

2. Part time employees shall receive overtime (at the rate of time and one-half) for all hours worked on their sixth (6th) day of work in any one (1) week and for hours worked over eight (8) in any one day.

F. The Employer shall post weekly in each store a working schedule of all employees covered by

this Agreement showing their daily hours of work and in the case of regular full time employees their predesignated day off. This notice shall be posted by the Saturday preceding each work week. The Employer shall give all regular full time employees five (5) calendar days notice of any change in their predesignated day off, except in case of emergency beyond the Company's control. Regular full time employees required to work on their predesignated day off without receiving due notice as above provided shall be paid at the rate of time and one-half their straight time rate of pay for work performed on such day. In computing regular full time employees' aggregate pay time worked during predesignated day off will not be considered as work within such employees' normal scheduled work week.

G. All employees will be given a fifteen (15) minute rest period in approximately the middle of each four (4) hour shift.

SECTION VIII

Job Classifications and Wage Scales

A. Job classifications and Minimum Wage Scales effective during the term of this Agreement are set forth in Exhibit A, attached hereto and made a part hereof.

B. An employee promoted to department head or meat manager and subsequently demoted shall retain the former rate held prior to promotion plus any contractual increase effective in the interim.

SECTION IX

Vacations

A. The annual vacation period will extend from May 1st to the following September 30th (closest Monday to these dates), except that the third and fourth 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).

B. Employees whose length of continuous service, whether one, two, ten, or twenty years, matures by September 30th shall qualify for his vacation as of his qualifying date.

C. Regular full time employees with twenty (20) years or more continuous service will be granted four (4) weeks paid vacation at their regular basic work week salary.

D. Regular full time employees with ten (10) years, but less than twenty (20) years, continuous service will be granted three (3) weeks paid vacation at their regular basic work week salary.

E. Regular full time employees with two (2) years, but less than ten (10) years, continuous service will be granted two (2) weeks paid vacation at their regular basic work week salary.

F. Regular full time employees with one (1) year, but less than two (2) years, of continuous service will be granted one (1) week paid vacation at their regular basic work week salary.

44
—
2

45
—
4

37
—
6

30
—
2

31
—
5

G. Regular full time employees with six (6) months continuous service, but less than twelve (12) months, will be granted a vacation equivalent to one-twelfth (1/12) of their basic weekly wage for each month of service.

4 1/2
H. 1. Regular part time employees with at least one (1) year but less than two (2) years continuous service will be granted a vacation equal to the number of weekly hours normally worked.

2. Regular part time employees with at least two (2) years, but less than ten (10) years, continuous service will be granted a vacation equal to twice the number of weekly hours normally worked.

3. Regular part time employees with at least ten (10) years, but less than twenty (20) years continuous service will be granted a vacation equal to three times the number of weekly hours normally worked.

4. Regular part time employees with at least twenty (20) years continuous service will be granted a vacation equal to four times the number of weekly hours normally worked.

3 1/2
I. Any regular employees, full time or part time, shall upon termination of his employment, be entitled to receive prorated vacation pay on the basis of one-twelfth (1/12) of the vacation to which he would have been entitled for each month of service for which no vacation has been given, except in the case of discharge for proven dishonesty.

J. 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 nonoccupational accident and sickness, for a cumulative period not to exceed six months (6/12) within the vacation year will, nevertheless, be entitled to their vacation grant for that particular vacation year. In the event of absence in excess of six months employees will be entitled to six-twelfths (6/12) of the annual vacation grant, plus an additional one-twelfth (1/12) for each full month actively on the job during the vacation year.

36
2

K. Regular full time employees whose allotted vacation period includes a paid holiday will at the Employer's option be granted one day's basic straight time wage or one additional day of vacation in addition to the vacation grant (pro rata for eligible part time employees). Day to be taken must come immediately before or after vacation period.

47
4

L. Any employee who works during the ensuing year on a permanent and definite overtime schedule (i.e., every week) basis shall receive during his vacation period the wage regularly received by him during said year.

M. Vacation periods will be given in consecutive weeks wherever possible; provided, however, that all vacations up to and including two (2) weeks must be taken in consecutive days.

SECTION X

Holidays

A. 1. The Employer agrees that the following days shall be considered holidays and be granted with pay. When a holiday falls on a Sunday the following Monday shall be observed: sk
7
c

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

2. Work can be performed on any of the herein above mentioned holidays. Such work shall be compensated for at the rate of double time for hours worked plus straight time for holiday pay. 4/5

B. Commencing September 1, 1963 and upon completion of one (1) year service with the Employer regular full time employees shall be entitled to one (1) personal holiday within the period September 1 to August 31 which may be taken at any time which is mutually satisfactory to Employer and employee.

C. Where the Employer voluntarily closes his store to the public on any other holiday the Employer agrees that no employee coming under the jurisdiction of this contract shall suffer a reduction of pay on account of such closing.

D. It is further agreed that during a week in which a holiday is given in accordance with this Agreement, such work week shall be considered a four (4) day week consisting of thirty-two (32) hours for which regular full time employees shall be paid forty (40) hours straight time pay. All time worked in excess of thirty-two (32) hours during said holiday week shall be compensated for at the rate of time and one-half (1½). 62
2

E. Regular part time employees shall be entitled to holiday pay as set forth in this Section when said holidays fall on days on which the part-timer is normally scheduled to work. Holiday pay shall be based on the number of hours worked by such employee on the day on which the holiday falls. The Employer shall not rearrange the daily or weekly work schedule of regular part time employees so as to deprive such employee of holiday pay or reduce the number of hours regularly worked by reason of the contractual requirement for holiday pay. 65
7

F. Employees shall not receive pay for any holiday not worked unless such employee has reported for work the regularly scheduled work day preceding and the regularly scheduled work day following the holiday. Employees shall be deemed to have reported for work on the said day before and day after said holiday if the absence is due to permission from or action by the Employer or in the case of a certified illness. 53
3

G. Regular full time employees who so request shall be granted two (2) hours, scheduled as busi-

ness conditions permit, to vote on all State or National Election Days (excepting Presidential Election Day when Paragraph A, Section 10, shall apply).

H. Sunday Work. All work performed on Sunday shall be compensated for at double the employee's regular straight time rate of pay.

SECTION XI

Uniforms And Laundry

The Employer agrees to furnish and have laundered all coats, aprons, or other wearing apparel required by the Employer to be worn in the store. The Union agrees that its members shall look presentable to the public and, to the best of their ability, work for the interest of the Employer by attempting to increase sales at all times.

SECTION XII

Grievance Procedure

A. Should a disagreement arise during the period of this Agreement concerning the interpretation or application of the terms of this Agreement it shall be handled in accordance with the following procedure:

B. Excepting cases of proven mistakes in application of wage rates specified in this contract a grievance to be considered as such must be brought to the attention of Company and Union representatives within thirty (30) days of its oc-

currence. Grievances not filed within the limit herein specified shall have no right of appeal by any party involved.

C. Upon the filing of a written grievance by either party the matter shall be discussed by a representative of the Employer and a representative of the Union who shall within five (5) days thereafter attempt to reach a settlement of the controversy.

D. If the matter remains unsettled it shall be discussed within ten (10) days thereafter between Division Manager or his appointee and the Secretary-Treasurer of the Union or his appointee.

E. If the matter is still unsettled then it shall be discussed within ten (10) days between the Director of Labor Relations of Employer or his appointee and the Union's appointee.

F. If the matter remains unsettled either party may thereafter submit the issue to a Board of Arbitration to be appointed as follows:

1. One member shall be appointed by the Employer and one member shall be appointed by the Union. The designated arbitrators shall seek to agree upon the selection of a neutral chairman within ten (10) days following their appointment. In the event they are unable to agree on an impartial chairman, then the issue shall be submitted to the American Arbitration Association for the appointment of an arbitrator in accordance with its rules.

2. The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local or of the International or which may in any way effect a change in, modify or amend any of the provisions of this Agreement.

3. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

SECTION XIII

A. No member of the Union shall suffer a reduction or change in any benefit or term or condition thereof which he has previously enjoyed, by reason of any provisions of this Agreement.

B. Where employees are required to have health certificates whether by law or Company request, the Company will pay all reasonable costs connected therewith.

SECTION XIV

Validating Clause

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of competent jurisdiction adjudges any provisions of this Agreement to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement but such remaining provisions shall continue in full force and effect; provided further that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiation and agreement on provision or provisions so invalidated.

SECTION XV

Welfare

The Employer will at its cost provide eligible employees covered by this Agreement for the duration of this Agreement, Group Life Insurance, Accidental Death and Dismemberment Insurance, Accident and Sickness Benefits, and Hospital, Surgical and Medical Benefits as set forth in Exhibit B attached hereto and made a part hereof.

SECTION XVI

Pension

A. The Employer agrees to contribute to Local 1245 Labor-Management Pension Fund five cents (5¢) per hour for each hour worked by each regular full time employee covered by this Agreement, for the duration of this Agreement, up to a maximum of forty (40) straight time hours each week. For the purpose of this paragraph "hours worked" shall include paid vacations and **paid** holidays.

B. The hourly contributions for new full time employees shall commence with the first full payroll week following the completion of thirty (30) days of continuous active employment.

C. The Pension Fund must have the continuing approval of the Internal Revenue Service as an exempt plan. The Employer will not be obligated to make any contributions which are not deductible from gross income for Federal Income Tax purposes.

D. It is understood and agreed that each employee covered by this Agreement shall retire not later than the first day of the calendar month next following his sixty-fifth (65th) birthday.

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

SECTION XVII

Jury Duty

Regular full time employees actually serving on juries shall receive the difference between their straight time weekly basic pay and the amount received while on jury duty. They will work their regular schedule at times when the jury is not in session.

SECTION XVIII

Death In Family

In the case of a death in the immediate family (namely the death of a parent, spouse, child, brother, sister, mother-in-law or father-in-law) of any regular full time employee requiring such employee's absence from his regularly scheduled assignments, the employee shall be granted a leave of absence up to three (3) consecutive calendar days. When an employee's normal time off falls within the three (3) day period he shall be reimbursed for that portion of the time normally scheduled for work but under no circumstances shall the application of this clause result in an increase in such employee's basic weekly salary.

SECTION XIX

Maternity Leave

Any regular full time employee who shall become pregnant shall voluntarily terminate her employment not later than the beginning of the sixth (6th) month of pregnancy and she shall be given preference for re-employment when a vacancy occurs in a position for which she qualifies provided she shall have been with the Employer twelve (12) months or more continuously next preceding the beginning of the pregnancy, and provided further that the request for such employment is made by the employee not later than ninety (90) days after the termination of the pregnancy. Upon request for re-employment the employee shall furnish a doctor's certificate showing she is able to perform the normal duties of her job. After such an employee meets the above conditions she shall be reinstated and her seniority shall be restored giving her credit up to the day on which her leave of absence commenced and excluding only the period of such leave of absence. Failure to apply for reinstatement within the ninety (90) day period shall be deemed a waiver of all rights hereunder.

SECTION XX

Military Service

Any employee returning from the Military service shall be put back on the regular job he had when leaving for military service or its equiva-

lent, subject to the provisions of the Universal Military Training and Service Act. Because on the job experience and application are the predominating factors in upgrading within a rate range, military service itself shall not qualify an employee for automatic promotion within such rate range, but same shall be based on payroll service only.

SECTION XXI

Strikes And Lockouts

The Union and Employer agree that there shall be no strikes, boycotts, lockouts, stoppages of work, slowdowns, or any interference in the operations of the Employer by employees during the life of this Agreement and in the event differences or disputes should arise between the Employer and Union or its members as to the meaning and application of this Agreement or otherwise or should any trouble of any kind arise, there shall be no suspension or cessation of work by the employees because of such difference.

SECTION XXII

Checkoff

A. It is agreed that the Company and the Union shall establish a checkoff plan of Union initiation fees and dues for all employees covered by this Agreement. It is further agreed that the Union will secure Checkoff Authorization statements from each employee and turn these authorization cards over to the Employer for their authorization to make these deductions.

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

SECTION XXIII

Job Injury

Any employee injured on the job shall be paid in full for the day on which the injury occurred, provided the injury requires medical attention and is of such a nature as to prohibit the employee from returning to work.

SECTION XXIV

Past Service Credit

A. The Employer agrees that all new full time employees who have had previous chain grocery experience during five (5) years preceding their hiring date and who claim such experience at the time of the filing of their application with the Employer, and such experience shall be verified by their previous Employer, shall be given credit for such experience and their starting rate shall be based on their actual full time experience according to the schedule of rates.

B. The Employer shall grant previous experience credit toward establishing wage rates only for part time employees who were previously employed with the Employer and who were subsequently rehired. It is agreed that there will be

a five (5) year limitation on the checking of such records.

C. Part time employees accepting full time employment shall receive service credit for determining their applicable rate of pay on the basis of one month full time credit for each two (2) months of part time service.

SECTION XXV

Stewards

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

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

SECTION XXVI

Duration

THIS AGREEMENT shall be in effect from August 31, 1963 to and including September 2, 1966 and shall be self-renewing for yearly periods thereafter until and unless either party notifies the other party in writing at least sixty (60) days prior to September 2, 1966 or the expiration date

of any subsequent yearly period of its desire to change, modify or terminate this Agreement. Pending the conclusion of negotiations, neither party shall change the terms or conditions existing under this Agreement.

Signed this 21st day of November, 1963.

FOR THE COMPANY:

Blayney J. Barton
Earl M. Eden
Ralph S. Bromer
David H. Gildersleeve

FOR THE UNION:

Frank De Vito
Russell Glassford

Exhibit "A"

WAGE SCALES

Each employee shall receive the appropriate minimum rate or the general increase as specified below, whichever is greater, but in no case shall the general increase be superimposed on the minimum rate or vice-versa.

26

38

	Effective August 31, 1963	Effective February 27, 1965
General Increase:		
Full Time Grocery Department and <u>Female Meat Department Employees</u>	\$3.00 per 40 hour week	\$2.00 per 40 hour week
Meat Managers, Journeymen Meat Cut- ters, Apprentices & Fish & Poultry Man	\$3.00 per 40 hour week	\$3.00 per 40 hour week
Part Time Employees	\$.075 per hour	\$.05 per hour

JOB CLASSIFICATIONS AND MINIMUM WAGE RATES:

Grocery Department Head:

	Eff. 8-31-63 thru 2-26-65 Per 40 hr wk	Eff. 2-27-65 thru 9-2-66 Per 40 hr wk
(Only in Acme Markets whose total gross sales exceed \$25,000. weekly)	\$106.00	\$108.00

Produce Department Head:

Up to \$2000 total weekly gross prod. sales	100.00	100.00
\$2000-\$4000 total weekly gross prod. sales	105.00	105.00
\$4000-\$6000 total weekly gross prod. sales	110.00	110.00
Over \$6000 total weekly gross prod. sales	115.00	115.00

Dairy Department Head:

(In Acme Markets whose total gross sales exceed \$15,000 weekly)		
\$15,000-\$20,000 total weekly gross sales	90.00	90.00
\$20,000-\$30,000 total weekly gross sales	93.00	93.00
Over \$30,000 total weekly gross sales	96.00	96.00

Eff. 8-31-63
thru 2-26-65
Per 40 hr wk

Eff. 2-27-65
thru 9-2-66
Per 40 hr wk

Head Cashier:

(Only in Acme Markets whose gross sales
exceed \$25,000 weekly)

90.00

90.00

Male Clerks:

After thirty days to six months

60.00

60.00

Six months to twelve months

63.00

63.00

Twelve months to eighteen months

68.00

68.00

Eighteen months to twenty-four months

73.00

73.00

Twenty-four months to thirty months

78.00

79.00

Thirty months to thirty-six months

83.00

85.00

Over thirty-six months

88.00

90.00

Female Clerks:

After thirty days to six months

58.00

58.00

Six months to twelve months

61.00

61.00

Twelve months to eighteen months

66.00

66.00

Eighteen months to twenty-four months

71.00

71.00

**Eff. 8-31-63
thru 2-26-65
Per 40 hr wk**

**Eff. 2-27-65
thru 9-2-66
Per 40 hr wk**

Twenty-four months to thirty months

76.00

76.00

Thirty months to thirty-six months

81.00

81.00

Over thirty-six months

85.00

85.00

Meat Managers:

\$0-\$3000 weekly gross meat sales

125.00

125.00

\$3000-\$6000 weekly gross meat sales

130.00

130.00

\$6000-\$10,000 weekly gross meat sales

135.00

135.00

\$10,000-\$15,000 weekly gross meat sales

140.00

140.00

\$15,000-\$20,000 weekly gross meat sales

145.00

145.00

Over \$20,000 weekly gross meat sales

150.00

150.00

Journeyman Meat Cutters:

First six months

106.00

112.00

Thereafter

112.00

117.00

**Eff. 8-31-63
thru 2-26-65
Per 40 hr wk**

**Eff. 2-27-65
thru 9-2-66
Per 40 hr wk**

Apprentices:

First six months	68.00	70.00
Second six months	74.00	76.00
Third six months	79.00	83.00
Fourth six months	85.00	90.00
Fifth six months	92.00	98.00
Sixth six months	102.00	107.00
Thereafter to Journeyman rate	(112.00)	(117.00)

Fish and Poultry Man:

98.00 100.00

Female Meat Department Employees:

After thirty days to six months	58.00	58.00
Six months to twelve months	61.00	61.00
Twelve months to eighteen months	66.00	66.00

**Eff. 8-31-63
thru 2-26-65
Per 40 hr wk**

**Eff. 2-27-65
thru 9-2-66
Per 40 hr wk**

Eighteen months to twenty-four months	71.00	71.00
Twenty-four months to thirty months	76.00	76.00
Thirty months to thirty-six months	81.00	81.00
Over thirty-six months	85.00	85.00

Part Time Employees (except P/T Meat Cutters)

Thirty days to six months	1.25	1.25
Six months to twelve months	1.30	1.30
Twelve months to eighteen months	1.40	1.40
Eighteen months to twenty-four months	1.50	1.50
Twenty-four months to thirty months	1.60	1.60
Thirty months to thirty-six months	1.70	1.70
Over thirty-six months	1.75	1.82 $\frac{1}{2}$
Part Time Meat Cutters:	2.60	2.70

A premium of ten cents (10¢) per hour will be paid employees assigned a regularly scheduled night stocking shift. An additional premium of ten cents (10¢) per hour will be paid to those employees assigned by the Company as Man in Charge of Night Crew; in no case shall more than one individual be so assigned in a given store at the same time.

Employees who relieve in a higher rated job classification for a period of three (3) or more consecutive days shall receive the contract rate specified for the higher classification involved for the entire period of such relief.

Rates based on volume brackets shall be adjusted upward or downward on the basis of three months average sales figures to be determined on the following periods: January-February-March, April-May-June, July-August-September, October-November-December.

Signed this 21st day of November, 1963.

FOR THE COMPANY:

Blayney J. Barton
Earl M. Eden
Ralph S. Bromer
David H. Gildersleeve

FOR THE UNION:

Frank De Vito
Russell Glassford

Exhibit "B" WELFARE PLAN

A. The Employer will at its cost provide eligible employees covered by this Agreement for the duration of this Agreement, Group Life Insurance, Accidental Death and Dismemberment Insurance, Accident and Sickness Benefits, and Hospital, Surgical, and Medical Benefits as set forth below.

B. Coverage will be available to eligible employees on the day following the completion of six (6) months of continuous active employment subject to any applicable waiting periods specified in the indicated policies or benefit contracts, provided that Accident and Sickness Benefits shall be effective after the applicable waiting period required by law. Eligible employees will be covered on August 31, 1963 subject to effective dates set forth below, provided they are actively at work or available for work on that date. Employees otherwise eligible who are absent from work on such date will be covered immediately upon return to active work.

1. **Group Life Insurance:** Regular full time employees regularly and continuously scheduled to work forty (40) hours each week will be eligible for coverage as follows:

Length of Employment	Amount of Insurance
6 months but less than 12 months	\$ 500.00
12 months but less than 24 months	1,000.00
24 months but less than 30 months	1,500.00
30 months and over	2,500.00

Accidental Death and Dismemberment Insurance: In the event of death as a direct result of accidental injuries as described in the insurance certificate an additional death benefit equal to the amount of the employee's Group Life Insurance will be paid to his beneficiaries. Special benefits will be paid to the employee for loss of eyesight, hands, or feet as a direct result of such injuries.

2. Accident and Sickness Benefits:

a. All employees after six (6) months of continuous active employment or after the waiting periods prescribed by law, will be eligible for nonoccupational accident and sickness benefits. Eligible employees will be covered for non-occupational accident and sickness benefits during those weeks when wages are lost due to such accident or sickness as follows:

(1) Effective November 1, 1963 if an employee becomes so disabled as to be unable to work and a licensed doctor certifies to that effect benefits will be paid beginning with the first day in the case of accident and after the expiration of the third day in case of illness, provided, however, that if an employee is not treated by a doctor within the first three days of disability, benefits will be payable beginning with the first day of treatment. (For the period of August 31, 1963 to October 31, 1963 the provisions of the previous Agreement with respect to Accident and Sickness benefits will apply.)

(2) The weekly benefit will be two-thirds ($66\frac{2}{3}\%$) of weekly straight time pay with a minimum of ten dollars (\$10.00) and a maximum of fifty dollars (\$50.00).

(3) These benefits will be payable up to a total of twenty-six (26) weeks for any one disability. In the event of maternity disability, no benefits will be payable.

3. Hospital, Surgical, and Medical Benefits:

a. Regular full time employees, regularly and continuously scheduled to work forty (40) hours a week will be covered in cases of non-occupational accident and sickness as follows:

(1) Hospital Benefits:

(a) Effective April 1, 1961 room and board maximum will be twenty dollars (\$20.00) per day for a maximum of one hundred twenty (120) days.

(b) Other hospital charges unlimited during one hundred twenty (120) day period.

(c) Maternity benefits: Up to twenty dollars (\$20.00) per day plus full reimbursement of other hospital charges for eight (8) days for normal delivery, ten (10) days for Caesarean section. Benefits available after nine (9) months of coverage as provided in the policy.

(2) Surgical Benefits:

(a) Doctor's bill will be paid for surgical operations according to a standard "Sched-

ule of Operations" as set forth in the insurance certificate, maximum payment \$350.00.

(b) Obstetrical benefits will be payable as follows after nine (9) months of coverage, as provided in the policy: Normal delivery \$125.00; Caesarean section \$225.00; Miscarriage \$62.50.

(c) Anesthesia benefits payable when anesthesia is administered by other than a hospital employee in accordance with the following schedule:

Surgical Payment	Anesthesia Benefit
Less than \$50.00	\$10.00
\$50.00 but less than \$75.00	15.00
\$75.00 and over	20% of the amount of the Surgical Payment

Anesthesia payment for maternity cases is \$15.00; payment for caudal anesthesia for obstetrical deliveries is \$25.00.

(3) **Medical Benefits:** Doctor's bill for hospital visits in nonsurgical cases will be paid at the rate of \$4.00 per day up to a maximum of one hundred twenty (120) days. In addition, a consultation benefit of up to fifteen dollars (\$15.00) for one visit during any period of confinement by a physician other than the attending physician.

b. Workmen's Compensation cases are not covered.

c. The Employer will furnish the foregoing or comparable hospital-surgical-medical coverage

to eligible dependents, provided the employee has signed and submitted a properly completed application card for such dependents. Changes creating additional coverage will become effective when the Change Form Card has been properly completed, signed and submitted to the Personnel Department of Division #7.

d. An eligible dependent is defined as the spouse, not legally separated, or unmarried children under the age of nineteen (19) years of an employee who is covered hereunder. Benefits for a dependent who on the date of eligibility is confined to a hospital will become effective upon termination of confinement.

4. General Provisions:

a. All benefits herein provided, except Group Life Insurance, shall among other causes, terminate upon the happening of any one of the following events:

(1) Resignation of the employee, or

(2) The employee's services are terminated, or

(3) The employee is transferred to another position not covered by the applicable agreements providing the benefits herein referred to.

b. Group Life Insurance shall terminate thirty-one (31) days after termination of employment except upon the employee's entry into the

U. S. Armed Forces, 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.

c. Employees who reach their optional or normal retirement date shall be covered for twenty-five per cent (25%) of their Life Insurance in effect immediately prior to such retirement date (minimum \$500.00), but all other benefits shall terminate on such date.

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

5. The Employer will purchase and maintain policies of insurance, benefit contracts, or self-operated service arrangements necessary in its sole judgment and discretion to provide the above benefits. Eligibility, benefits and liability will be determined under the applicable policies, contracts, and arrangements. In no event, however, will the amount of benefits described above be reduced, modified or abolished by the Employer for the duration of this Agreement.

FOR THE COMPANY:

Blayney J. Barton

Earl M. Eden

Ralph S. Bromer

David H. Gildersleeve

FOR THE UNION:

Frank De Vito

Russell Glassford

I N D E X

	Page
Agreement	3
Agreement, Duration	24
Arbitration	17
Checkoff	22
Death in Family	20
Experience, Previous	23
General Conditions	18
Grievance Procedures	16
Hirings, Discharge, Transfers, Layoffs	6
Holidays and Sundays	14
Injury on Job	23
Job Classification	10
Jury Duty	20
Management Functions	3
Maternity Leave	21
Military Service	21
New Stores	4
Pension	19
Seniority	6
Stewards	24
Strikes and Lockouts	22
Uniforms	16
Union Activities	7
Union Recognition	4
Union Security	5
Union Store Card	5
Vacations	11
Validating Clause	18
Voting Time Off	15-16
Wage Scales (See Exhibit "A")	26-32
Welfare Plan (See Exhibit "B")	33-38
Work Week, Hours, Overtime	8

6178-0086176f011_02