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1500ees

Wages

Benefits

Job Security

UFCW LOCAL 1245

COLLECTIVE BARGAINING AGREEMENT

WITH
ACME MARKETS

Holidays

Pension

Vacations

November 9, 2001 – November 11, 2005

Vincent J. DeVito
President

John Troccoli, Jr.
Secretary-Treasurer



UFCW LOCAL 1245

United Food & Commercial Workers Union • AFL-CIO

VINCENT J. DeVITO
President

JOHN TROCCOLI, JR.
Secretary-Treasurer

MICHAEL DeVITO
Recorder

November 2001

This is your personal copy of the contract negotiated by the Officers of UFCW local 1245 and ratified by the members of **Acme Markets, Inc.** You should read carefully all the sections to acquaint yourself with the conditions, as they will exist for the duration of this Agreement.

SOME MAJOR GAINS ACHIEVED IN NEGOTIATIONS ARE AS FOLLOWS:

- Stronger seniority language.
- A (90) day probationary period when employees are promoted to classified positions.
- Stronger language for notification to employees when being recalled from layoffs.
- Additional time off for full-time Shop Stewards.
- Language change on time and one-half (1 1/2) for the sixth (6th) day worked for **new employees** (those hired after November 11, 2001).
- New language on proper method of scheduling during extreme weather conditions or other emergencies.
- More flexible vacation language - Employees receiving three (3) weeks vacation or more may take up to two (2) weeks in days.
- Greater premiums for employees working on a Holiday during their first eighteen (18) months of employment.
- Sunday Work - Effective November 11, 2001, employees hired prior to November 8, 1997 and promoted from part-time to full-time employment shall receive a higher premium (time and one-half (1 1/2) on Sundays).
- Effective November 11, 2001, full-time employees hired or promoted after November 8, 1997 shall receive a higher premium for all hours worked on Sunday, following the completion of (48) months of full-time service.

- January 1, 2004, full-time employees' Pension Benefit will increase from a Benefit Level of \$35.00 per year of service to a \$40.00 Benefit Level per year of service. Part-time Benefit Level will increase from \$17.50 per year of service to \$20.00 per year of service.
- Increased scholarship money to all eligible 1245 Members and their dependents.
- Your Health Benefits will be continued as a result of a significant increase in Health contributions by the Company (an 80% increase over (3) years) and new Health Benefits will be implemented throughout the course of the contract.
- **Excellent** wage increases and lump sum bonus payments.
- Duration of Agreement is (4) years – November 11, 2001 – November 12, 2005.

You should be aware that this contract is not written for any specific 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 concerning your contract, please feel free to contact your Union office.

Sincerely & Fraternaly,

Vincent J. DeVito
Vincent J. DeVito
President

John Troccoli, Jr
John Troccoli, Jr.
Secretary Treasurer

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Footnote:

In the original document pages were numbered improperly. Therefore, your book has page 18 followed by page 20. Nothing has been omitted from your contract.

A G R E E M E N T

AGREEMENT made by and between ACME MARKETS, INC., (hereinafter referred to as the "Employer"), and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1245, Little Falls, New Jersey, chartered by United Food and Commercial Workers International Union, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the Employer and the Union, in the performance of this Agreement, agree not to discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, sex, Union membership or activities.

SECTION 1 - MANAGEMENT AUTHORITY

- A. The authority and responsibility for the management of the business, including but not limited to, the planning, direction and control of the working force, shall repose exclusively in the Employer and its appointed representatives, subject to the provisions of this Agreement.
- B. All rights and powers not expressly restricted or limited by the terms of this Agreement shall remain in and exercised, at the sole discretion of the Employer.

SECTION 2 - UNION RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive bargaining representative of all employees within the jurisdiction of the United Food and Commercial Workers Union Local 1245; and exclude a Store Director, Assistant Store Director I and Assistant Store Director II, and a Management Trainee in each store. Also, in the event Acme Markets, Inc. operates a Pharmacy Department in any of its stores within the jurisdiction of Local 1245, the Pharmacists will be excluded from the Collective Bargaining Unit. However, the Pharmacy Technician classification will be included in the Collective Bargaining Unit and the parties will meet to negotiate the terms and conditions for this classification.
- B. All work and services connected with or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's retail establishments, covered by this Agreement shall be performed only by those employees referred to in the above Paragraph. This Agreement shall not be construed as restricting a sales representative from inspecting any and all of their merchandise 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.
- C. In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work, advance notice will be given to the Union and as needed, parties shall meet and develop a method for implementing such changes.

SECTION 3 - UNION SECURITY

- A. All employees shall, as a condition of employment, become and remain members of the Union in good standing, upon the thirty-first (31st) day of employment.
- B. The Union shall give written notice to the Employer of the failure of any employee to become and remain a member of the Union in good standing, which shall result in the discharge of such employee, in accordance with the provisions of the Labor-Management Relations Act of 1947 as amended.
- C. The Union agrees to furnish to the Employer at least one (1) 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.
- D. Written notification shall be given to the Union of all new hires, reinstatements or transfers into the bargaining unit. Such notification shall be given within thirty (30) days of the occurrence and shall include name, address, classification, social security number and date of event.

SECTION 4 - RIGHT OF DISCHARGE

- A. All employees will be subject to a probationary period that shall commence from the first (1st) day of active employment. This period shall consist of sixty (60) days (90 days for new stores). Employees shall not accrue seniority rights during this period; however, upon successful completion of the probationary period, seniority shall be calculated from the date of hire or rehire following a break in seniority, whichever is later.
1. The layoff, discharge or discipline of a probationary employee shall not be subject to the grievance and arbitration provisions of this Agreement.
- B. The Employer shall have the right to discharge any employee for just cause. Upon the discharge of any employee for just cause, the Employer shall notify the Union of the date and reason for termination as soon as possible.
- C. If an employee disputes the discharge the Union will then take the necessary steps to determine if such disciplinary action was justified by the Company.

SECTION 5 - SENIORITY

- A. The following principles of seniority shall prevail in the matters of promotions, demotions, layoffs, and recalls, in conjunction with the ability of the employee to perform the work in question.
1. Seniority shall be defined as continuous service with the Employer, from the last date of employment within the bargaining unit, except as otherwise provided.

a. In the event of a store closing or a major layoff the parties shall meet to develop alternative methods of transferring, reassigning employee classifications, or layoff. The purpose of the alternative program will be to reduce the effect of merging seniority in the remaining stores.

2. Employees hired or promoted to full time will use that full time date as their full time seniority date.

3. Employees hired as full time who have been reduced to part time shall use their hire date as their part time seniority date.

4. Employees hired as part time, then promoted to full time, who have been reduced to part time will use their original hire date as their part time seniority date.

5. Full time employees who have been reinstated to full time from part time shall have all their full-time service combined to establish their full time seniority date.

6. Reduction or layoff of employees shall be within the regular full time/part time designation, excluding those employees who are meatcutters or who have been in a classified position for more than sixty (60) days. It shall be understood that the least senior full-time employees will be offered maximum scheduled part-time hours in lieu of a layoff. Employees who are meatcutters or who have been in classified positions for sixty (60) days or less shall be subject to bumping by seniority. Upon recall, those full-time employees reduced to the maximum part time hours will have their full-time hours restored.

B. The Union shall receive seniority lists of all employees that will include classified positions (as defined in paragraph C5 of this section).

C. **PROMOTIONS**

1.a. All promotions shall be based on seniority, availability and qualifications. Permanent job openings will be posted in all stores for a fourteen (14) day period. Interested employees will notify their Store Director within this fourteen (14) day period. An employee may be temporarily assigned to fill an open position. A ninety (90) day probation period will apply to all promotions to classified positions.

1b. In the event full time employees are not available to fill an opening in a classified position, part time employees will be given the opportunity to fill the opening. The criteria for the selection shall be seniority, availability and qualifications. Once a selection has been made the employee shall immediately be upgraded to the full time position.

2. Part time employees shall be given preference for full time positions based on their seniority, availability and qualifications.

3. Service clerks shall be promoted to part time when:

- a. They successfully complete checker training.
- b. Or, they have been performing duties outside their classification, in accordance with the provisions outlined in "Schedule D".

4. Full time night crew employees shall be given preference for full time day jobs within the District Manager's territory, based on their availability and qualifications.

5. Classified positions are defined as Produce Manager, Grocery Manager, Dairy Supervisor, Office Coordinator, Deli Manager, Meat Manager, Front End Manager, General Merchandise Manager, Bakery Manager, Floral Supervisor, Scan Coordinator, Seafood Manager, Evening Front End Manager, Receiver, Frozen Food Supervisor, Person-in-Charge and Night Crew Chief.

6. Employees who leave the bargaining unit to pursue a management position, may be re-employed in a position in the bargaining unit, at the current wage rate, provided the following applies:

a. The employee must return to the bargaining unit from management within five (5) years. Those who have more than five (5) years out of the bargaining unit may be returned based on agreement between the Employer and the Union.

b. There are no bargaining unit members on layoff or reduction with more seniority.

c. The employee returns to a position based on ability to perform the job.

d. The employee's seniority shall include full time continuous service in the bargaining unit immediately preceding their transfer into management, for the purpose of layoffs or reductions.

D. LAYOFFS

1. In the event a classified employee is laid off or replaced, they shall have the right to reclaim that or an equivalent position, in accordance with their availability and ability to perform the job.

2. Layoffs and reductions shall be in the inverse order of seniority within the bargaining unit; or as provided in paragraph A6 of this Section.

3. Recall of employees from layoff shall be made in order of seniority, based on availability and ability. Employees shall be notified by certified mail and they shall be required to report to work within seventy-two (72) hours (Saturday and Sunday excluded) of attempted delivery of such notice. If the employee fails to report to work they shall not be entitled to any other consideration under this Section.

4. 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) month's absence from work due to non-occupational sickness (twelve (12) months in the case of an employee with at least twelve (12) months seniority).

5. Additionally, seniority shall terminate for the following reasons:
- a. Quit
 - b. Justifiable discharge
 - c. Failure to report from an authorized leave of absence

SECTION 6 - EMPLOYMENT GUARANTEES

- A. The Employer agrees to employ a minimum of twenty-five percent (25%) of the bargaining unit workers as full time employees. If at any time the full time work force drops below twenty-five percent (25%) the Employer agrees to promote existing part time employees based on seniority, ability, and availability, to full time employees within thirty (30) days.
- B. Prior to taking layoff action, representatives of the Employer (Operations and Labor Relations) and the Union shall meet to ensure proper contract compliance.

SECTION 7 - 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, provided they first make their presence known to management.
- B. Bulletin boards may be used by the Union following the approval of any notices by the Human Resources Department.
- C. 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 and at the end of the term in office or assignment, shall be guaranteed re-employment at the current wage rate as well as their former position in their former store, if qualified and the position is available.
- D. Full time Stewards shall be the last to be laid off, subject to their ability to perform the job in question. The Union shall furnish a complete list of Stewards to the Employer on an annual basis or as requested.
- E. The Union shall use its best efforts to secure high caliber employees to act as Stewards. They shall be required to conform to the standards and qualifications set by the Union.
- F. One (1) full time steward per store shall be entitled to a paid leave of five (5) days per year; one (1) part time steward per store shall be entitled to a paid leave of up to twenty-four (24) hours (three (3) days) per year to attend a seminar or educational program. In any year that this leave is not used it may be carried over to the following years of the Agreement, but in no event shall the total available leave exceed the total number of paid days leave that would have been available during the term of the Agreement. The Union shall provide the Employer with between

fifteen (15) and thirty (30) days written notice, when possible, of the Stewards who will be participating in the seminar or educational program.

G. Shop Stewards can be transferred only with the written approval of an Officer of the Union and an Employer Representative.

SECTION 8 - WORK WEEK

FULL TIME EMPLOYEES

A. The workweek for full time employees shall consist of forty (40) hours which may be scheduled by the Employer as follows:

1. Five (5) eight (8) hour days.

2. Four (4) eight (8) hour days and one (1) eight-hour shift worked beyond 7:00p.m., which constitutes one straight time night.

3. Three (3) eight (8) hour shifts and two (2) flex shifts, consisting of one (1) ten (10) hour shift and one (1) six (6) hour shift, or one (1) nine (9) hour shift and one (1) seven (7) hour shift to be paid at straight time.

4. Employees hired or promoted to a full time position after November 19, 1997 can be scheduled to work a mid-shift with a start time commencing between the hours of 11:00a.m. and 4:00p.m. Employees working on this shift shall not be eligible to receive the night crew premium. These employees can be scheduled to work up to five nights beyond 7:00 p.m. at the straight time rate.

5. In order to maintain as many forty (40) hour positions as possible, a flexible work shift may be implemented (as defined in "5.a") for all employees, which shall be by inverse order of seniority with new hires being the first (1st) to be so scheduled. Before this shift is implemented a meeting will be held with the appropriate Company and Union representatives.

a. Five (5) eight (8) hour days or three (3) eight (8) hour days plus two (2) flex days on a shift commencing at 12:00 Noon to 4:00 p.m.

B. The straight time starting times will be between the hours of 6:00 a.m. (5:00 a.m. by mutual agreement) and 10:00 a.m.; however, Bakery Department employees hired before November 5, 1990, by mutual agreement may start at 4:00 a.m. Bakery Department employees hired after November 5, 1990 may be scheduled at 4:00a.m. Employees hired or upgraded to full time positions after November 19, 1997 may be scheduled on a straight time starting shift of between 11:00 a.m. and 4:00 p.m., as stated in Paragraph A4.

C. All time worked in excess of eight (8) hours in one (1) day, with the exception of the one (1) ten (10) and one (1) nine (9) hour day referred to in Paragraph A3 of this Section, or forty (40) hours in a week shall be deemed overtime and paid for at the overtime rate of time and one half (1-1/2T) of the employee's regular rate of pay.

1. For full time employees on the payroll as of November 19, 1997, all time worked after 7:00 p.m., with the exception of one (1) night each week shall be considered overtime and paid for at the overtime rate of time and one half (1-1/2T) the employee's regular rate of pay, with the exceptions as stated in paragraphs A3 and A5a.

D. 1. Employees hired as or promoted to a full time position after December 17, 1987, but prior to November 20, 1997, shall have Sunday as part of their work week however, they shall not be required to work more than every other Sunday. Employees hired on or after November 20, 1997 shall have a workweek of Sunday through Saturday and there shall be no limitation on the number of Sundays these employees may be required to work. The premium for work performed on Sundays shall be as defined under Section 12 - Sunday Work.

2. Full time employees hired or promoted on or after November 11, 2001 shall be paid time and one half (1 1/2t) for all time worked on Sunday if they have worked forty (40) or more hours during the period of Monday through Saturday. If they are scheduled for forty (40) hours including Sunday, they will be paid the regular Sunday premium for the Sunday hours.

E. The regular day's work for all full time employees shall be worked in consecutive hours (exclusive of unpaid meal periods). No employee will be requested to work a split shift. A split shift is defined as working an unscheduled shift prior to or after an employee's normally scheduled shift in the same day.

F. Employees who report to work as scheduled will be guaranteed the number of hours set forth on the posted work schedule. When an employee is called to work on a pre-designated day off, they shall be guaranteed a minimum of four (4) hours work or pay at the overtime rate of pay. If unavailable for work in either case, they will only be paid for actual hours worked.

G. There must be a minimum of ten (10) hours between the end of one shift and the beginning of the next shift. If requested by the employee and the needs of the business permit, an employee may work a schedule with a minimum of eight (8) hours between the end of one shift and the beginning of another.

PART TIME EMPLOYEES

A. Part time employees may be scheduled up to a maximum of thirty-five (35) hours per week at the straight time rate, except during the periods of May 15 through September 15 and November 15 through the week of January 1, when they may be scheduled up to a maximum of forty (40) hours per week at the straight time rate.

1. All part time employees, excluding service clerks, if available, shall be scheduled for a minimum of sixteen (16) hours per week and four (4) hours per day. Hours for service clerks shall be equalized within each store based on the employee's availability.

2. Available part time hours, beyond the sixteen (16) hour minimum, shall be distributed according to seniority, ability, availability and in accordance with the needs of the business, except as stated in Section 5,A, 6 (page 3).

B. Part time employees, when scheduled and instructed to report to work, shall be guaranteed four (4) hours of work.

C. Part time employees temporarily working more than the allotted maximum of thirty-five (35) or forty (40) hours shall receive a premium of time and one-half (1-1/2 X) for hours in excess of the stated maximums. (Except as outlined in Paragraph A).

D. Part time employees scheduled for five (5) or more hours per day, unless mutually accepted shall receive an unpaid lunch period of not less than one-half (1/2) hour.

E. Part time employees and Service Clerks hired after December 17, 1987, shall have Sunday as part of their work week; however, they shall not be required to work more than every other Sunday. Work performed on these days shall be at the applicable premium.

F. Part time employees hired prior to November 12, 2001 shall be paid a premium of time and one half (1-1/2 X) for hours worked over eight (8) hours in one (1) day and/or on their sixth (6th) day of work in one (1) week, Sunday through Saturday. Part time employees hired after November 11, 2001 shall be paid a premium of time and one half (1-1/2 X) for hours worked over eight (8) hours in one (1) day and/or on their sixth (6th) straight time day of work in one (1) week.

ALL EMPLOYEES

A. Overtime shall be rotated among qualified employees within their full time/part time classification.

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

C. The Employer shall post a weekly work schedule for all employees showing their daily hours and the pre-designated day off for full time employees. It shall be posted by twelve noon Friday of the preceding workweek. Except in the case of emergency beyond the Employer's control, including employees' failure to report to work, full time employees shall receive five (5) calendar days' notice of a change in their pre-designated day off. If such notice is not given and they are required to work on this day, they shall be paid at time and one half (1-1/2T), which shall not be counted as work within their normally scheduled work week. If an entire store closes because of extreme weather conditions or other emergencies, schedules may be adjusted.

SECTION 9 - JOB CLASSIFICATION AND WAGE SCALES

A. Job classifications and minimum wage scales, effective during the term of this Agreement, are set forth in Schedule "A", attached hereto and made a part hereof.

B. Employees demoted from a department head or meat manager position will realize a reduction in pay which would amount to the premium they received for being a department head or meat manager.

SECTION 10 - VACATIONS

A. The Employer will grant a paid vacation as set forth under this paragraph and subject to the conditions under Paragraph B through J of this Section to eligible employees covered by this Agreement.

TYPES OF VACATION GRANTS

LENGTH OF CONTINUOUS ON-THE-JOB SERVICE	FULL TIME EMPLOYEES	PART TIME EMPLOYEES
More than six (6) months but less than one (1) year on May 1 of the calendar year.	1/12th of a week's basic straight time wage for each full month's service prior to May 1 st .	N O N E
One (1) year or more but less than three (3) years on May 1 of the calendar year.	One (1) Week	The number of weekly hours normally worked.
Three (3) years or more but less than six (6) years on the Saturday nearest September 30 of the calendar year.	Two (2) Weeks	Twice the number of weekly hours normally worked.
Six (6) years or more but less than twelve (12) years on the Saturday nearest September 30 of the calendar year.	Three (3) Weeks	Three times the number of weekly hours normally worked.
Twelve (12) years or more but less than twenty-five (25) years on the Saturday nearest September 30 of the calendar year.	Four (4) Weeks	Four times the number of weekly hours normally worked.
Twenty-five (25) years or more on the Saturday nearest September 30 of the calendar year.	Five (5) Weeks	Five times the number of weekly hours normally worked.

Employees hired on or after November 11, 2001 shall receive the following vacation grants:

LENGTH OF CONTINUOUS ON-THE-JOB SERVICE	FULL TIME EMPLOYEES	PART TIME EMPLOYEES
More than six (6) months but less than one (1) year on May 1 of the calendar year.	1/12th of a week's basic straight time wage for each full month's service prior to May 1.	N O N E
One (1) year or more but less than three (3) years on May 1 of the calendar year.	One (1) Week	The number of weekly hours normally worked.
Three (3) years or more but less than eight (8) years on the Saturday nearest September 30 of the calendar year.	Two (2) Weeks	Twice the number of weekly hours normally worked.
Eight (8) years or more but less than fourteen (14) years on the Saturday nearest September 30 of the calendar year.	Three (3) Weeks	Three times the number of weekly hours normally worked
Fourteen (14) years or more on the Saturday nearest September 30 of the calendar year.	Four (4) Weeks	Four times the number of weekly hours normally worked.

B. The annual vacation period will extend from May 1 to the following September 30 (closest Monday to these dates). Up to two (2) weeks of vacation may be taken at any time during the vacation year. (May 1 - April 30 of the following year.) The third, fourth and fifth weeks of vacation may be scheduled based on mutual agreement between the Store Director and the employee.

C. All employees shall upon termination of their employment, be entitled to receive pro-rated vacation pay on the basis of one-twelfth (1/12th) of the vacation to which they would have been entitled, for each month of active work for which no vacation has been given, except in the case of discharge for proven dishonesty.

D. Eligible employees absent from work due to on-the-job (worker's compensation) injury for a cumulative period not to exceed six (6) months within the vacation year will, nevertheless, be entitled to their vacation entitlement for that particular vacation year. In the event of absence in excess of six (6) months, employees will be entitled to six-twelfths (6/12ths) of the annual

vacation entitlement, plus an additional one-twelfth (1/12th) for each full month actively on the job during the vacation year.

E. Eligible employees absent from work due to non-occupational accident or sickness, for a cumulative period not to exceed three (3) months within the vacation year will, nevertheless, be entitled to their vacation entitlement for that particular vacation year. In the event of absence in excess of three (3) months, employees will be entitled to three-twelfths (3/12ths) of the annual vacation entitlement plus an additional one-twelfth (1/12th) for each full month actively on the job during the vacation year.

F. Full time employees whose allotted vacation period includes a paid holiday will, at the Employer's option be granted one (1) day's basic straight time wage or one (1) additional day of vacation in addition to the vacation entitlement (prorated for eligible part time employees). The day to be taken must come immediately before or after the vacation period.

G. Employees who work at least twenty-six (26) weeks per year on an overtime schedule (excluding Sunday work) will receive the average overtime hours in their vacation entitlement.

H. Employees eligible for two (2) weeks vacation may choose to select one (1) week vacation in days. Employees with three (3) or more weeks vacation may choose to select two (2) weeks in days. Employees must notify the Store Director of such selection when vacation schedules are posted. Vacation days may be rescheduled at a later date by mutual agreement, provided approximately two (2) weeks' notice of intent to change such is given. Remaining vacation periods will be given in consecutive weeks whenever possible.

I. Employees entering the United States Armed Forces will be paid their earned pro-rated vacation entitlement through the last day of the month of active employment.

1. Returning veterans who re-enter the Employer's service during the year immediately preceding the vacation year and within the time set forth in the Universal Military Training and Service Act will be paid one-twelfth (1/12th) of the annual vacation entitlement to which they may be entitled under Section A, for each full month on the job during the year preceding the vacation year.

2. For the sole purpose of determining the length of service with the Employer, the time spent in the United States Armed Forces immediately following the temporary termination of service with the Employer and ending not earlier than the date of the discharge of the individual from the United States Armed Forces and not later than ninety (90) days thereafter shall be included in calculating the length of continuous on-the-job service required for eligibility for the various lengths of vacation entitlement, unless such period exceeds four (4) years and ninety (90) days.

J. The Employer agrees to follow the vacation scheduling guidelines as outlined in Schedule "B", attached to this Agreement.

SECTION 11 - HOLIDAYS

A1. Employees with six (6) months of service but less than twelve (12) months of service shall be eligible for the following paid holidays.

New Year's Day	Thanksgiving Day
Christmas Day	

2. Employees completing twelve (12) months of service shall be eligible for the following paid holidays based on their date of hire:

EMPLOYEES HIRED PRIOR TO NOVEMBER 11, 2001

New Year's Day	Labor Day
Memorial Day	Presidential Election Day
Independence Day	Thanksgiving Day
Christmas Day	Employee's Birthday
Anniversary of Employment (see Paragraph C)	

EMPLOYEES HIRED ON OR AFTER NOVEMBER 11, 2001

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

3. Eligible employees shall be granted a holiday on the date of their birthday. The same eligibility and scheduling requirements that apply to the regular holidays shall apply to the employee's birthday holiday.

4 a. A premium of time and one-half (1-1/2T) shall be paid for all work performed on the holidays noted in paragraphs A.1 & A.2, for all eligible employees on the payroll as of November 19, 1997. Those who are not eligible shall receive the straight time rate of pay.

4 b. Employees hired after November 19, 1997, in any full or part time position, including those employees classified as Service Clerks, the per hour premium for work performed on the above noted holidays shall be as follows:

PROGRESSION	SERVICE CLERKS	ALL OTHER EMPLOYEES
During Probation	Straight Time Pay	Straight Time Pay
After Probation	\$ 1.00 per hour	\$ 1.00 per hour
After 36 Months	\$ 1.00 per hour	\$ 2.50 per hour
After 42 Months	\$ 1.00 per hour	\$ 3.00 per hour

5. When a holiday falls on a Sunday, the following Monday shall be observed.

6. Employees must work their scheduled day before and after the holiday to be eligible for holiday pay, unless such absence is due to permission or action by the Employer or in

the case of a certified illness. If an employee agrees to work on a holiday and does not fulfill their commitment, he/she shall forfeit their holiday pay (except in the case of certified illness).

B. Part time employees, including Service Clerks, shall be eligible for holiday pay when the holiday falls on a day on which they would normally be scheduled to work. Holiday pay shall be based on the number of hours which would have been worked on the day of the holiday, except part time employees hired on or after November 11, 2001 shall be paid four (4) hours, if eligible. The Employer shall not re-arrange the daily or weekly work schedule so as to deprive employees of holiday pay or reduce the number of hours regularly worked by reason of the contractual requirement for holiday pay.

1. The holiday workweek for eligible full time employees shall consist of thirty-two (32) hours to be worked in four (4) days. All work in excess of thirty-two (32) hours shall be paid for at the rate of time and one-half (1-1/2t) the straight time rate.

2. On a voluntary basis only full time employees may work an additional eight (8) hours in a holiday week at straight time pay.

C. Eligible employees hired prior to November 11, 2001 shall be granted a holiday to be taken on the anniversary date of their employment. If this day falls on a Sunday, a normally scheduled day off, a contractual holiday or during vacation; another day off shall be granted on their next scheduled work day or days following the above. The employee must give the Store Director two (2) weeks notice of this date, if they do not and work is performed, they shall receive straight time pay and an additional day off within two (2) weeks of that day.

D. PERSONAL HOLIDAYS

1 a. All full time employees hired prior to December 18, 1987, shall be eligible for three (3) personal holidays; one (1) to be scheduled and taken in each four (4) months of the calendar year.

b. All full time employees hired after December 17, 1987, shall be eligible for one (1) personal holiday following the completion of one (1) year of continuous service and an additional two (2) personal holidays following the completion of two (2) years of continuous service, see Paragraph D.5 for additional one-half personal holiday entitlement.

2 a. Part time employees hired or promoted prior to December 18, 1987 shall be eligible for two (2) personal holidays of four (4) hours each, one (1) to be scheduled and taken in each six (6) months of the calendar year.

b. Part time employees, excluding Service Clerks, hired or promoted after December 17, 1987 shall be eligible for two (2) personal holidays after the completion of two years of continuous service, one (1) to be scheduled and taken in each six (6) months of the calendar year. See Paragraph D.5 for additional one-half (1/2) personal day entitlement.

3. The personal holidays shall be scheduled not less than two (2) weeks in advance with the mutual consent of both the Employer and the employee, provided; however, that personal holidays may not be scheduled during any week in which one of the holidays listed in Section 11-A 1 and A 2 occurs. If the employee has not made his selection by March 1 for the first (1st)

personal holiday, by July 1 for the second (2nd) personal holiday and November 1 in the case of a third (3rd) personal holiday, the Employer shall assign the personal holidays with not less than two (2) weeks' notice.

4. Payment for the above noted personal holidays for part time employees shall be based on the number of hours that would have been worked on the day of the holiday.

5. All full and part time employees, including Service Clerks, on the payroll November 19, 1997 shall be eligible for an additional one-half (1/2) personal holiday per calendar year. The half-day personal holiday for full time employees shall be four (4) hours and for part time employees, including Service Clerks, it shall be two (2) hours. This personal holiday shall be scheduled not less than two (2) weeks in advance with the mutual consent of both the employer and the employee, provided, however, that the personal holiday may not be scheduled during any week in which one of the holidays listed in Paragraph A of this section occurs. If an employee has not scheduled and taken this personal holiday by November 1 of the calendar year then the Employer shall assign the personal holiday with less than two (2) weeks notice.

6. Employees absent for more than thirty (30) days or sixty (60) days in case of an occupational injury, shall receive pro-rated portion of their personal holiday entitlement during the succeeding calendar year.

E. If the Employer elects to close its store or stores on any other holiday no employee shall suffer a reduction in their pay as a result of this closing.

SECTION 12 - SUNDAY WORK

A. All full time employees hired on or before December 17, 1987 shall be guaranteed work on up to two (2) Sundays each month. Beginning January of each year these employees will select the option to work either no Sundays, one (1) Sunday or two (2) Sundays a month. When the Store Director has recorded all the options from this group of full time employees, the Store Director shall then post a Sunday work schedule on a semi-annual basis by December 15 for the period January 1 through June 30 and by June 15 for the period July 1 through December 31.

1. If a Store Director fails to schedule an employee for a Sunday which was on the semi-annual schedule, the employee should show up for work as indicated on the semi-annual schedule. The employee shall receive pay for the number of hours indicated on the semi-annual schedule regardless of whether or not the Store Director allows them to work.

2. Should the employee fail to work three (3) of their opted Sundays, they shall be moved into the rotation of "Available Sunday Work" as outlined in Paragraph 3 below.

3. The remainder of Sunday hours to be filled shall denote "Available Sunday Work". Available Sunday work shall be rotated among all full time and part time employees, including these full time employees hired after December 17, 1987. Should the Employer be unable to staff the store adequately, employees shall be required to work in the inverse order of seniority, on a rotating basis and based on their ability to perform the work needed.

B. Sunday work shall be compensated for as noted below (and in Schedule "C").

1. The Sunday premium for employees in a full time position on November 8, 1997 is time and one-half (1-1/2X).

2. The Sunday premium for part time employees, except Service Clerks, hired as of November 8, 1997 is time and one-half (1-1/2X) for Sunday hours.

3. The Sunday premium for regular full and part time employees hired or promoted on or after November 9, 1997 shall be as follows:

PROGRESSION	PREMIUM
Start to 18 Months	None
18 Months to 36 Months	\$ 1.00 per hour
36 Months to 42 Months	\$ 2.50 per hour
42 Months to 48 months	\$ 3.00 per hour
After 48 months	*

* Effective November 11, 2001, full time employees hired or promoted on or after November 9, 1997, shall receive time and one half (1 ½ X) time for all hours worked on Sunday following forty-eight (48) months of full time service. The half (1/2 X) time premium rate per hour will be frozen at that rate and used for all future Sunday work.

4a. All Service Clerks on the payroll on November 8, 1997 shall receive a premium of one dollar (\$ 1.00) per hour for all work performed on Sunday.

4b. All Service Clerks hired on or after November 9, 1997 shall receive a premium of one dollar (\$ 1.00) per hour for work performed on Sunday after they have completed eighteen (18) months of continuous employment with Acme Markets.

C. The assignment of Sunday work will not be adversely affected as a result of the changes to the Sunday premium and or the incorporation of Sunday as part of the workweek.

SECTION 13 - UNIFORMS AND LAUNDRY

A. The Employer shall furnish all required protective aprons. The employees shall launder any drip-dry uniforms, which are supplied. The Union agrees that its members shall look presentable to the public, and to the best of their ability, work for the interest of increasing sales at all times.

B. Rain apparel will be furnished when employees are required to work out of doors in the rainy weather.

C. One pair of waterproof gloves will be supplied to employees regularly assigned to work frozen food, which will be replaced when necessary due to wear and tear.

D. The Employer will not change the current shirt/blouse or trouser/skirt requirements for the life of this Agreement.

SECTION 14 - GRIEVANCE PROCEDURE

A. If a disagreement should 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 procedures:

1. Except in cases of proven mistakes in application of wage rates, a grievance to be considered, must be brought to the attention of the Employer and the Union representatives within thirty (30) days of its occurrence. If not filed within the time limits specified there shall be no right of appeal by any party.

2. Upon the Union notifying the Employer of a grievance, the Employer shall have two weeks (14 calendar days) thereafter to complete their investigation and notify the Union of their position. This step shall be handled between the appointed Union representative and the Employer representative.

3. If the matter remains unsettled then it shall be discussed within ten (10) days thereafter, between the Secretary-Treasurer of the Union and a representative of the Labor Relations Department.

4. If the matter continues to be unsettled then it shall be discussed within ten (10) days thereafter between the Vice President of Labor Relations and the President of the Union.

5. If the matter remains unsettled either party may submit the issue to Arbitration.

6. The issue shall be submitted to the American Arbitration Association or the State Board of Mediation for the appointment of an Arbitrator, in accordance with its rules.

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

C. The expenses of the Arbitrator shall be borne equally by both parties.

D. All employees shall be entitled to have a Union Representative present upon scheduled questioning by the Employer's Security Personnel.

SECTION 15 - PREVIOUS AND MISCELLANEOUS BENEFITS

A. Except as otherwise directed by the Trustees of the Health, Pension or Severance Funds, there shall be no change or reduction of benefits, terms or conditions which members had previously enjoyed by reason of any provisions of this Agreement.

B. Where employees are required to have health certificates, whether by law or by the Employer, they shall be reasonably reimbursed for the expense of obtaining such certificates by the Employer.

SECTION 16 - 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 provision 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 renegotiating an agreement on provisions so invalidated.

SECTION 17 - HEALTH BENEFITS

The provisions of this Section - Health Benefits are set forth in a Memorandum of Agreement - Health Benefits, dated November 11, 2001, attached hereto and made a part hereof. Employees shall become eligible for benefits as follows:

1. **EMPLOYEES IN A FULL TIME POSITION PRIOR TO NOVEMBER 9, 1997:**
 - a. **Six (6) months of continuous service:**
Dental, Vision, Doctor's Office Visits, Prescription and Wellness Benefits, for member only.
 - b. **Twelve (12) months of continuous service:**
Dental, Vision, Hospitalization, Major Medical, Life Insurance, Wellness Benefits, Prescription, Contact Lenses, for member only.
 - c. **Twenty-four (24) months of continuous service:**
Dental, Vision, Hospitalization, Major Medical, Wellness Benefits, Contact Lenses and Prescription for member and dependent(s).
Life Insurance, for member only.

2. **FULL TIME EMPLOYEES - HIRED OR PROMOTED ON OR AFTER NOVEMBER 9, 1997:**
 - a. **Six (6) months of continuous service:**
Dental, Vision, Doctor's Office Visits, Prescription and Wellness Benefits, for member only.
 - b. **Twenty-four (24) months of continuous service:**
Dental, Vision, Hospitalization, Major Medical,

Wellness Benefits, Prescription, Contact Lenses,
Life Insurance, for member only.

- c. Thirty-six (36) months of continuous service:
Dental, Vision, Hospitalization, Major Medical,
Wellness Benefits, Prescription, Contact Lenses,
for member and dependent(s). Life Insurance, for
member only.

3. PART TIME EMPLOYEES

- a. Twelve (12) months of continuous service:
Dental and Vision, for member only.
- b. Eighteen (18) months of continuous service:
Dental, Vision, Wellness Benefits, for member only.
- c. Twenty-four (24) months of continuous service:
Dental, Vision, Wellness Benefits, Prescription, Mammogram Screening,
Doctor Office Visits, Annual Physical,
Contact Lenses and Diabetes Strips, for member only.
- d. Ten (10) years of continuous service:
Dental, Vision and Prescription – For Member and Dependents.
Wellness Benefits, Mammogram Screening, Doctor Office Visits, Annual
Physical, Contact Lenses and Diabetes Strips, for member only.

Continuous service accumulated as a part time employee shall be applied toward eligibility for full time health benefits upon promotion on the basis of one (1) month of full time credit for two (2) months of part time service.

4. SERVICE CLERKS

- a. Twelve (12) months of continuous service:
Dental and Vision for member only.
- b. Twenty-four (24) months of continuous service:
Dental, Vision and Wellness Benefits, for member only.
- c. Thirty-six (36) months of continuous service:
Dental, Vision, Wellness Benefits, Prescription, Mammogram Screening,
Doctor Office Visits, Annual Physical, Contact Lenses, Diabetes Strips,
for member only.

Continuous service accumulated as a Service Clerk shall be applied toward the eligibility for part time health benefits upon promotion to a regular part time position.

- 5. Booklets detailing benefits and eligibility requirements will be sent by the Health Fund Office at the time employees are eligible for benefits.

SECTION 18 - PENSION BENEFITS

A. The Employer agrees to make contributions to the Local 1245 Labor-Management Pension Fund in the amounts as set forth in the "Pension Fund Memorandum of Agreement", dated November 11, 2001 and attached hereto and made a part hereof.

1. BENEFIT LEVELS:

- a. Full Time Employees (excluding Service Clerks)
The monthly benefit level for each year of credited service is thirty-five dollars (\$35.00).
- b. Part Time Employees (excluding Service Clerks)
The monthly benefit level for each year of credited service is seventeen dollars and fifty cents (\$17.50).
- c. Effective January 1, 2004 the Full Time benefit level will increase to forty dollars (\$40.00) and the Part Time benefit level will increase to twenty dollars (\$20.00)

2. ELIGIBILITY:

- a. Full Time employees hired prior to November 11, 2001, excluding Service Clerks, begin accumulating pension credits the first (1st) of the month following completion of thirty (30) days of continuous full time employment.
- b. Full Time employees hired on or after November 11, 2001, excluding Service Clerks, begin accumulating pension credits the first (1st) of the month following completion of six (6) months of continuous full time employment.
- c. Part Time employees hired prior to November 11, 2001, excluding Service Clerks, begin accumulating pension credits the first (1st) of the month following completion of six (6) months of continuous part time employment.
- d. Part Time employees hired on or after November 11, 2001, excluding Service Clerks, begin accumulating pension credits the first (1st) of the month following completion of twelve (12) months of continuous part time employment.
- e. Service Clerks are not eligible for pension benefits.

B. Booklets detailing benefits and eligibility requirements will be sent by the Pension Fund office at the time Employees are eligible for benefits.

SECTION 19 - SEVERANCE FUND

The Employer agrees to contribute to the Local 1245 Severance Fund (hereinafter referred to as the "Fund") in the amounts defined below:

A. RATES OF CONTRIBUTIONS

1. For employees hired prior to November 9, 1997:
the sum of twenty-five cents (\$.25) per hour for all straight time hours worked.
2. For employees hired on or after November 9, 1997:
the sum of fifteen cents (\$.15) per hour for all straight time hours worked.

B. ELIGIBILITY FOR CONTRIBUTIONS

1. Contributions for all employees, including Service Clerks, shall be made the first full payroll week following the completion of twenty-four (24) months of continuous employment.

C. The Fund shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Employer and the Union.

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

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

F. Eligibility for collection of severance benefits is as follows:

1. Employees who are eligible to participate in the Severance Fund may collect their severance benefits following termination, except for gross misconduct of their employment, provided the Employer has made twelve (12) monthly contributions on his/her behalf. The Union and Employer will determine the application of the gross misconduct language on a case by case basis.

2. Booklets detailing benefits and eligibility requirements will be sent by the Severance Fund office at the time Employees are eligible for benefits.

SECTION 20 - SCHOLARSHIP FUND

A. On January 1 of each calendar year the Employer agrees to contribute six thousand (\$6,000.00) dollars per year to the UFCW Local 1245 Scholarship Fund. The names of recipients of benefits from the Scholarship Fund will be provided to the Employer. It is understood and agreed that the Fund referred to herein shall be as such as will continuously qualify for approval by the Internal Revenue Service, so as to allow the Employer an income tax deduction for the contributions paid thereunder.

B. The scholarship recipients or employed parent(s) of the recipients will be granted a paid day off (eight (8) hours for full time or four (4) hours for part time employees) the day of the awards ceremony.

SECTION 21 - JURY DUTY

Employees actually serving on juries shall receive the difference between their straight time weekly basic pay and the amount received while on Jury Duty. Time spent on Jury Duty each week will count as hours worked. No employee shall be required to serve on Jury Duty and work a weekly total of hours in excess of the regularly scheduled hours.

SECTION 22 - FUNERAL LEAVE

A. In the case of death of a spouse or child of any employee requiring their absence from regular assignments, they shall be granted a paid leave of absence of up to five (5) consecutive calendar days.

B. In the case of a death of a parent, grandchild, brother, sister, mother-in-law or father-in-law, they shall be granted a paid leave of absence of up to three (3) consecutive calendar days.

C. In the case of a death of a grandparent they shall be granted a paid leave of absence for up to one (1) day.

D. If the employees request it they may be granted an additional two (2) days off without pay for a death in the immediate family (as outlined above). If the time off falls within the leave period, they will be reimbursed for that portion of time for which they were normally scheduled to work, but under no circumstances shall the application of this clause result in an increase in the basic weekly pay.

SECTION 23 - STRIKES AND LOCKOUTS

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

SECTION 24 - MILITARY SERVICE

Any employees returning from military service shall be put back on the regular job they had when leaving for military service or its equivalent subject to the provisions of the Universal Military Training and Service Act.

SECTION 25 - CHECKOFF

A. It is agreed upon written authorization from the employee that political action committee deductions will be checked off on a weekly basis until such time that an employee notifies the Union in writing that they would like such deductions discontinued.

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 any deductions made pursuant to the provisions of this Section.

SECTION 26 - INJURY ON THE JOB

Any employee injured on the job that requires medical attention and is unable to return to work shall be paid in full for that day.

SECTION 27 - PAST SERVICE CREDIT

A. The Employer shall grant previous experience credit towards establishing wage rates only for full and part time employees who were previously employed with Acme Markets, Inc. Their rate shall be based on their actual experience according to the schedule of rates. The credit shall be granted provided they apply within two (2) years of acquiring the experience for full time and within one (1) year of acquiring the experience for part time employees.

B. Credit for previous experience towards establishing wage rates only, for employees previously employed by a chain grocery store other than Acme Markets, Inc. will be reviewed. The credit shall be granted provided they apply within two (2) years of acquiring the experience for full time and within one (1) year of acquiring the experience for part time employees. For part time the credit will be granted based on one (1) month credit for each two (2) months of previous experience.

SECTION 28 - MINIMUMS

The terms and conditions of this Agreement are intended to cover minimums in wages and other employee benefits only. The Employer may place superior wages and other employee benefits in effect and may reduce the same to the minimum herein described without the consent of the Union.

SECTION 29 - TRAVEL PAY

A. 1. If an employee is temporarily transferred (less than 30 days), and the transfer does not exceed thirty (30) miles one way, notice to the Union is not required.

2. When a temporary transfer exceeds thirty (30) miles one way, the Union must be notified and the employee shall receive twenty (\$.20) cents per mile for all miles over thirty (30) miles, plus toll expenses when appropriate receipts are submitted.

B. The Employer agrees to the best of its ability, to limit permanent transfers within a reasonable radius of the employee's home store and to notify the Union at least one (1) week in advance of transfers exceeding twenty (20) miles.

C. 1. It is understood that floaters will be limited to six (6) employees classified as floaters at any given time. It is further understood that employees can only be classified as floaters as a condition of employment upon hiring, in lieu of layoff or while in training for a higher classified position.

2. If additional meat floaters are needed to avoid lay-offs, the Union and Employer will meet and discuss.

SECTION 30 - ZIPPER

Parties agree that they have had an opportunity and an unlimited right to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and this Agreement contains the result of such discussions and negotiations.

SECTION 31 - DURATION OF AGREEMENT

THIS AGREEMENT shall be in effect from November 11, 2001, to and including November 12, 2005, 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 November 12, 2005, 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 their terms or conditions existing under this Agreement.

SIGNED THIS 8th DAY OF July, 2003

FOR THE COMPANY:

FOR THE UNION:

Diana Spivey

James J. Smith

SCHEDULE A - WAGES AND PREMIUMS

The following lump sum payments and wage increases shall apply to full and part time employees, including Service Clerks, who have reached the top of their wage progression as of November 10, 2001. When an employee hired on or after November 11, 2001 reaches the top of his/her wage progression, they shall be eligible to receive the next scheduled Lump Sum Payment and/or Wage Increases.

A. LUMP SUM PAYMENTS:

	November 11, 2001	November 17, 2002
Full Time	\$1,225.00	\$ 500.00
Part Time	\$ 400.00	\$ 100.00
Service Clerk	\$ 200.00	

B. WAGE INCREASES:

	<u>April 13, 2003</u>	<u>June 13, 2004</u>	<u>August 14, 2005</u>
Full Time	\$ 0.50 per hour	\$ 0.50 per hour	\$ 0.625 per hour
Part Time	\$ 0.30 per hour	\$ 0.30 per hour	\$ 0.400 per hour
Service Clerk	\$ 0.15 per hour	\$ 0.15 per hour	\$ 0.250 per hour

The following wage progressions shall be effective for the term of this Agreement.

C. FULL TIME EMPLOYEES:

Full Time-hired or promoted after November 9,1997:

After 30 Days	\$ 6.00
After 6 Months	6.50
After 12 Months	7.00
After 24 Months	8.00
After 36 Months	9.00
After 48 Months	10.00
After 60 Months	11.00

1. Where designated, the Full Time Produce Manager and the Full Time Grocery Manager shall receive the following weekly premium, which is in addition to their applicable weekly pay rate:

November 11, 2001	\$40.00
April 13, 2003	\$45.00
June 13, 2004	\$50.00
August 14, 2005	\$55.00

2. Where designated, the fulltime Dairy Supervisor, Office Coordinator, Deli Manager, Front End Manager, General Merchandise Manager and Bakery Manager shall receive a fifteen dollar (\$15.00) weekly premium, which is in addition to their applicable weekly pay rate.

In stores that regularly schedule and/or work employees in the following assignments thirty (30) hours or more weekly, the full or part time employee working such assignment for the thirty (30) or more hours shall receive a twenty cent (\$.20) per hour premium for all hours worked in that assignment: Floral Supervisor, Scan Coordinator, Seafood Manager, Evening Front End Manager, Receiver and Frozen Food Supervisor.

The Person-in-Charge in stores that regularly schedule and/or work employees as PICs for thirty (30) or more hours a week shall receive an additional twenty cent (\$.20) per hour premium for all hours worked in that assignment.

D. MEAT DEPARTMENT

	<u>11-11-01</u>	<u>4-13-03</u>	<u>6-13-04</u>	<u>8-14-05</u>
<u>Meat Manager</u>				
	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.625
	800.00	820.00	840.00	865.00

Full & Part Time Meatcutter – hired or upgraded on or after November 9, 1997:

After 6 Months	\$ 12.00
After 12 Months	13.00
After 24 Months	14.00
After 36 Months	15.00
After 48 Months	16.00

Full and Part Time Meat Cutter Apprentice - hired or upgraded on or after November 9, 1997

Start	\$ 6.25
After 12 Months	7.00
After 18 Months	7.75
After 24 Months	8.50
After 30 Months	9.50
After 36 Months	10.50
After 48 Months	12.00

E. NIGHT CREW

1. A premium of seventy-five cents (\$.75) per hour will be paid for hours worked on the night shift. (Night Shift is defined as hours worked between 10:00 P.M. and 7:00 A.M.)
2. An additional premium of fifty cents (\$.50) per hour will be paid to a Night Crew Chief assigned by the Employer to be in charge of and responsible for the work of the night crew provided there are at least three (3) employees on the night crew.

- F. Employees who relieve in 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.

G. Part Time hired or upgraded on or after November 8, 1997

After Sixty Days	\$ 5.30
After 6 Months	5.45
After 12 Months	5.60
After 18 Months	5.80
After 24 Months	6.00
After 30 Months	6.15
After 36 Months	6.50
After 42 Months	7.00
After 48 Months	7.50

SERVICE CLERKS

H. Hired on or after November 8, 1997:

After 60 Days	\$ 5.25
After 6 Months	5.35
After 12 Months	5.45
After 18 Months	5.65
After 24 Months	6.00
After 36 Months	6.25

SCHEDULE B - VACATION SCHEDULING GUIDELINES

The following items should serve as a guideline in the event there is some uncertainty in the vacation scheduling process.

1. Vacations should be arranged so as not to interfere with the efficient operation of the market.
2. The number of employees permitted to schedule vacations each week will be limited by the Store Director.
3. The Store Director's vacations will not be included in the number of vacations allowed per week.
4. A week may be closed after restrictions are met.
5. No more than two (2) weeks may be scheduled consecutively.
6. Selection will be on a seniority basis. The Store Director should approach the most senior employee first and the other employees in seniority order. Any employee wishing to put off their selection will relinquish their right to that week.
7. Changes to the vacation schedule after the selection process is finalized may be made only by mutual written consent of the Store Director and the employee(s) involved.
8. Vacation weeks may not be borrowed or carried over from one vacation year to another.

VACATION SELECTION PERIOD

The selection process for vacations to be taken between May of the current year and April of the following year is as follows:

Opens on:	February 1
Closes on:	March 31
Review & Approved by Store Director	April 1st through April 15th
Vacation schedule posted	April 16th

Vacation wages will be paid to employees on the Friday prior to the scheduled vacation week providing request is submitted according to the above guidelines.

SCHEDULE C - SUNDAY WORK GUIDELINES

I. FULL TIME EMPLOYEES

A. Full time employees hired s of December 17, 1987:

Sunday is not part of the work week and is paid at a premium of time and one half (1-1/2 X) the hourly rate of pay for all hours worked in accordance with provisions noted under Sunday work.

B. Full time employees hired after December 17, 1987 and before November 9, 1997:

Sunday is part of the work week and is paid at a premium of time and one half (1-1/2T) the hourly rate of pay for all hours worked in accordance with provisions noted under Sunday work. These full time employees are not required to work more than every other Sunday.

C. Full time employees hired or upgraded to full time on or after November 9, 1997:

Sunday is part of the workweek and is paid for in accordance with the premium specified in Section 12 - Sunday Work (Paragraph B3).

D. Employees promoted from part time to full time prior to November 9, 1997:

Effective November 11, 2001, employee is paid a premium of time and one half (1-1/2 T) the hourly rate of pay for all hours worked.

II. PART TIME EMPLOYEES

A. Part time employees hired as of December 17, 1987:

Sunday is not part of their work week and is paid at a premium of time and one half (1-1/2X) the hourly rate of pay for all hours worked in accordance with provisions noted under Sunday work.

B. Part time employees hired after December 17, 1987 and prior to November 9, 1997:

Sunday is part of their work week and is paid a premium of time and one half (1-1/2t) the hourly rate of pay for all hours worked, in accordance with the provisions noted under Section 12- Sunday Work. These part time employees are not required to work more than every other Sunday.

C. Part time employees hired or upgraded on or after November 9, 1997:

Sunday is part of their workweek and is paid for in accordance with the premiums

noted under Section 12 - Sunday Work.

III. SERVICE CLERKS

A. Service Clerks hired prior to November 9, 1997:

Sunday is part of their work week and is paid for at the \$1.00 per hour premium. Service Clerks shall not be required to work more than every other Sunday.

B. Service Clerks hired on or after November 9, 1997:

Sunday is part of their work week and is paid for at the premiums noted under Section 12 - Sunday Work.

SCHEDULE "D"
GUIDELINES FOR SERVICE CLERKS

1. Service Clerk duties may include bagging, carts, cleaning and parcel pickups only.
2. Upon the completion of checker training, Service Clerks shall be promoted to regular part time clerk.
3. Continuous service accumulated as a Service Clerk shall be applied toward eligibility for contractual benefits when promoted to a regular part time clerk.
4. Violation of Provisions:
 - a. First violation within a store; the Union will have the right to issue a written warning.
 - b. Second violation within the same store; the Union will have the right to grieve for the difference in pay between the part time clerk and Service Clerk rates.
 - c. Third violation within the same store; the Union will have the right to eliminate the Service Clerk position and all Service Clerks in that particular store will be promoted to regular part time clerk.

MEMORANDUM OF AGREEMENT - HEALTH BENEFITS

ELIGIBILITY AND CONTRIBUTIONS BETWEEN ACME MARKETS, INC. AND UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1245

This Memorandum of Agreement dated November 11, 2001, confirms the understanding reached between the parties regarding Section 17 - Health Benefits - and shall be construed as part of the Agreement between the parties which is written for the period November 11, 2001 to and including November 12, 2005.

A. FULL TIME EMPLOYEES

1. Effective December 1, 2001, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below, once the employee has completed the required continuous length of service:

LENGTH OF SERVICE	CONTRIBUTION
After 6 Months	\$ 121.00
After 24 Months	182.00
After 36 Months	334.00

2. For full time employees, except Service Clerks, contributions are required by the Employer and benefits will be provided by the UFCW Local 1245 Health Fund on the first (1st) of the month following the completion of the continuous length of service requirements in Paragraph 1.

3. All newly hired full time employees who are current full time participants in the Local 1245 Health Fund, shall have contributions made on their behalf commencing the first (1st) of the month following employment.

B. PART TIME EMPLOYEES

1. Effective December 1, 2001, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below, once the employee has completed the required continuous length of service:

LENGTH OF SERVICE	CONTRIBUTION
After 12 Months	\$ 43.00
After 18 Months	\$ 54.00
After 24 Months	\$ 88.00

After 10 Years

\$ 109.00

2. For part time employees, except Service Clerks, contributions are required by the Employer and benefits will be provided by the UFCW Local 1245 Health Fund on the first (1st) of the month following the completion of the continuous length of service requirements in Paragraph B1.

3. Continuous service accumulated as a part time clerk shall be applied toward eligibility for full time health benefits upon promotion, on the basis of one (1) month of full time credit for two (2) months part time service.

C. SERVICE CLERKS

1. Effective December 1, 2001, the Employer agrees to make the following contributions based on continuous length of service:

LENGTH OF SERVICE	CONTRIBUTION
After 12 Months	\$ 43.00
After 24 Months	\$ 54.00
After 36 Months	\$ 88.00

2. For Service Clerks, contributions are required by the Employer and benefits will be provided by the UFCW Local 1245 Health Fund on the first (1st) of the month following the completion of the continuous length of service requirements in Paragraph C1.

3. Continuous service accumulated as a Service Clerk shall be applied toward eligibility for part time health benefits upon promotion.

D. Effective December 1, 2002, the Employer agrees to increase the monthly contribution rate to the Local 1245 Health Fund for eligible employees to:

FULL TIME EMPLOYEES:

LENGTH OF SERVICE	CONTRIBUTION
After 6 Months	\$ 157.00
After 24 Months	\$ 237.00
After 36 Months	\$ 435.00

PART TIME EMPLOYEES:

LENGTH OF SERVICE	CONTRIBUTION
After 12 Months	\$ 56.00
After 18 Months	\$ 71.00
After 24 Months	\$ 114.00
After 10 Years	\$ 142.00

SERVICE CLERKS:

LENGTH OF SERVICE	CONTRIBUTION
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After 12 Months	\$ 56.00
After 24 Months	\$ 71.00
After 36 Months	\$ 114.00

E. Effective December 1, 2003, the Employer agrees to increase the monthly contribution rate to the Local 1245 Health Fund to:

FULL TIME EMPLOYEES:

LENGTH OF SERVICE	CONTRIBUTION
After 6 Months	\$ 189.00
After 24 Months	\$ 284.00
After 36 Months	\$ 522.00

PART TIME EMPLOYEES:

LENGTH OF SERVICE	CONTRIBUTION
After 12 Months	\$ 68.00
After 18 Months	\$ 85.00
After 24 Months	\$ 137.00
After 10 Years	\$ 170.00

SERVICE CLERKS:

LENGTH OF SERVICE	CONTRIBUTION
After 12 Months	\$ 68.00
After 24 Months	\$ 85.00
After 36 Months	\$ 137.00

F. Effective December 1, 2004, the Employer agrees to increase the monthly contribution rate to the Local 1245 Health Fund to:

FULL TIME EMPLOYEES:

LENGTH OF SERVICE	CONTRIBUTION
After 6 Months	\$ 227.00
After 24 Months	\$ 341.00
After 36 Months	\$ 626.00

PART TIME EMPLOYEES:

LENGTH OF SERVICE	CONTRIBUTION
After 12 Months	\$ 81.00
After 18 Months	\$ 102.00
After 24 Months	\$ 165.00
After 10 Years	\$ 204.00

SERVICE CLERKS:

LENGTH OF SERVICE

After 12 Months
After 24 Months
After 36 Months

CONTRIBUTION

\$ 81.00
\$ 102.00
\$ 165.00

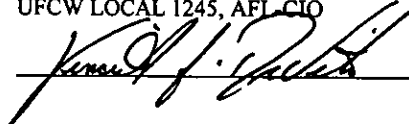
G. If the Trustees of the Local 1245 Health Fund determine the full amount of the above MOB's are not needed to provide benefits and maintain an acceptable reserve, the Trustees may reduce the MOB amount.

H. It is agreed that all matters not specifically set forth in this Memorandum of Agreement shall be determined by the provisions of the Trust Agreement governing the Local 1245 Health Fund.

SIGNED THIS 8th day of July, 2003.

FOR THE EMPLOYER:
ACME MARKETS, INC.

FOR THE UNION:
UFCW LOCAL 1245, AFL-CIO



MEMORANDUM OF AGREEMENT – PENSION BENEFITS

ELIGIBILITY AND CONTRIBUTIONS

BETWEEN

ACME MARKETS, INC.

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION

LOCAL 1245

This Memorandum of Agreement dated November 11, 2001, confirms the understanding reached between the parties regarding Section 18 - PENSION BENEFITS - and shall be construed as part of the Agreement between the parties which is written for the period November 11, 2001 to and including November 12, 2005.

I. FULL TIME EMPLOYEES:

a. For Employees hired prior to November 11, 2001, the Employer agrees to contribute to the Local 1245 Labor Management Pension Fund the sum of one hundred twelve dollars and fifty cents (\$112.50) per month for each regular full time employee, except Service Clerks, who is active during the first week of the month and who has completed thirty (30) days of continuous active employment.

b. For Employees hired on or after November 11, 2001, the Employer agrees to contribute to the Local 1245 Labor Management Pension Fund the sum of one hundred twelve dollars and fifty cents (\$112.50) per month for each regular full time employee, except Service Clerks, who is active during the first week of the month and who has completed six (6) months of continuous active employment.

c. Effective January 1, 2004 the Employer agrees to increase the monthly contribution rate for eligible full time employees to one hundred twenty nine dollars and eighty cents (\$129.80).

II. PART TIME EMPLOYEES:

a. For Employees hired prior to November 11, 2001, the Employer agrees to contribute to the Local 1245 Labor Management Pension Fund the sum of twenty-two dollars and fifty cents (\$22.50) per month for each regular part time employee, except Service Clerks, who is active during the first (1st) week of the month and who has completed six (6) months of continuous part time active employment.

b. For Employees hired on or after November 11, 2001, the Employer agrees to contribute to the Local 1245 Labor Management Pension Fund the sum of twenty-two dollars and fifty cents (\$22.50) per month for each regular part time employee, except Service Clerks, who is active during the first (1st) week of the month and who has completed twelve (12) months of continuous part time active employment.

c. Effective January 1, 2004 the Employer agrees to increase the monthly contribution rate for eligible part time employees to fifty nine dollars and seventy cents (\$ 59.70).

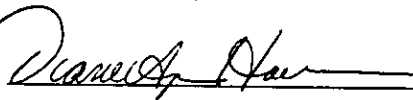
III. The provisions of this PENSION BENEFIT - Memorandum of Agreement does not apply to Service Clerks. However, continuous service accumulated as a Service Clerk shall be applied toward eligibility for Pension benefits upon a promotion to a full or part time position.

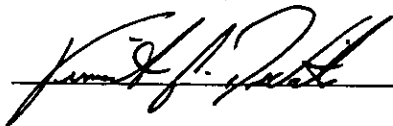
IV. It is agreed that all matters not specifically set forth in this Memorandum of Agreement shall be determined by the provisions of the Trust Agreement governing the Local 1245 Labor-Management Pension Fund.

SIGNED THIS 8th DAY OF July 2003.

FOR THE EMPLOYER:
ACME MARKETS, INC.

FOR THE UNION:
UFCW LOCAL 1245, AFL-CIO





LETTER OF UNDERSTANDING
BY AND BETWEEN
ACME MARKETS, INC.
AND
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 1245

This Memorandum of Agreement dated November 11, 2001, confirms the understanding reached between the parties resulting in the contract between Acme Markets, Inc. and United Food and Commercial Workers Union Local 1245 effective November 11, 2001 to and including November 12, 2005.

A. JOINT LABOR-MANAGEMENT COMMITTEE

The Union will select four committee persons to meet with the Director of Store Operations or District Manager, the Director of Human Resources and two Store Directors to address issues mutually understood to be of a serious nature not necessarily within the scope of the Collective Bargaining Agreement. Issues will be referred to the President of Local 1245 and the Vice President of Labor Relations who will schedule a meeting of the committee following their mutual review and agreement on the relevance of the subject.

B. LANGUAGE SIMPLIFICATION

In accordance with the intent of the parties to reduce formalities the language of this Collective Bargaining Agreement has been simplified. This simplification however was undertaken for the purposes of making the Agreement more easily read and understandable and was not intended to change the meaning of the language. Therefore, with the exception of that language which was changed as a result of newly negotiated terms which shall be interpreted as stated where a dispute arises over otherwise simplified language, the language set forth in the replaced agreement may be referred to for purposes of interpretation.

C. Pursuant to the contract Minimums Clause (Section 28), the Employer will make changes for all meat cutters as follows: 1) a Monday through Saturday forty (40) hour work week and 2) time and one-half (1 1/2T) pay on Sundays. The Employer will notify the Union if it plans to revert to the contractual provisions for the above provisions.

D. If the Employer wishes to introduce merit-based bonuses in addition to the negotiated wages and wage increases for Department Heads, the Company will notify the Union prior to introduction.

E. The parties have agreed that during the term of this Agreement the Employer may establish part time classifications for: Dairy Supervisor, Office Coordinator, Deli Manager, Front End Manager, General Merchandise Manager. However, these classifications shall not be implemented until the parties have met and have agreed upon the terms, conditions and premiums for these positions.

SIGNED THIS 8th DAY OF July 2003

FOR THE EMPLOYER:
ACME MARKETS, INC.

FOR THE UNION:
UFCW LOCAL 1245 AFL-CIO

Deane Ann Plummer

Kevin J. [Signature]

- NOTES -

LOCAL 1245 MEMBERS!

**THIS CONTRACT IS ONLY AS STRONG AS YOU MAKE IT.
DON'T LET IT BE VIOLATED BY ANYONE:
TO DO SO COULD RESULT IN THE LOSS OF WAGES OR
BENEFITS THAT TOOK THOUSANDS OF
UNION MEMBERS MANY YEARS TO ACHIEVE!**

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1245, AFL-CIO



VINCENT J. DEVITO
PRESIDENT

JOHN TROCCOLI, JR.
SECRETARY-TREASURER

**LOCAL UNION
OFFICE**

973-256-8480

**HEALTH FUND
OFFICE**

973-299-6700

**PENSION FUND
OFFICE**

973-299-6700