

AGREEMENT WITH

K# 6895

PATHMARK STORES, INC.

AND



VOICE for working Americans

LOCAL 1500

INTERNATIONAL UNION, CLC

Effective Date: June 25, 2006

Expiration Date: June 26, 2010

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AGREEMENT made as of the 25th day of June, 2006, by and between U.F.C.W., LOCAL 1500, chartered by the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, with offices at 221-10 Jamaica Avenue, Queens Village, New York 11428, hereinafter referred to as the "Union", and PATHMARK STORES, INC., and any new or acquired corporation operating retail food stores, having its principal place of business at 200 Milik Street, Carteret, New Jersey, 07008, hereinafter referred to as the "Employer".

#### **ARTICLE 1 - UNION-RECOGNITION**

The Employer does hereby recognize the Union as the sole and exclusive bargaining agent for all employees except supervisors, store managers, assistant store managers, security guards, stock takers, meat and delicatessen departments, and bakery department employees in all stores or other establishments that are now owned, conducted, maintained or operated by it, and in any new store, stores, or other establishments that it may acquire, conduct, maintain or operate at any time during the life of this Agreement which are in the City of New York, Nassau, Suffolk, Westchester, Putnam and Dutchess Counties in New York.

#### **ARTICLE 2 - UNION SHOP**

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, as a condition of their continued employment by the Employer, become members of the Union on the thirty first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later, and they shall thereafter maintain their membership in the Union in good standing during the term of this Agreement.

B. Any employee who is expelled from membership in this union because of non payment of dues or initiation fees to the union which would subject the employee to discharge under the provisions of the Labor Management Relations Act of 1947, as amended, shall be subject to dismissal from employment, within seven (7) days after receipt by the Employer from the Union, of written notice setting forth such non payment of dues or initiation fees.

#### **ARTICLE 3 - CHECK-OFF**

A. The Union shall provide the Employer with a duly executed authorization for check off of dues and initiation fees signed by each employee who shall be subject thereto, and such authorization shall conform with the requirements of the Labor Management Relations Act of 1947 and the amendments thereto.

B. The Employer agrees to deduct union dues and initiation fees from the wages of the employees in the bargaining unit who provide the Employer with such written authorization.

C. Such deductions will be made weekly by the Employer from the wages of the employees in advance of the month due and will be transmitted to the Union by the tenth (10th) day of the following month. If the Employer fails to remit the checked off dues and initiation fees as provided in this paragraph by the fifteenth (15th) day of the month due, the Union shall have the right to turn the matter over to an attorney to institute any proceedings deemed appropriate for collection provided that the Union shall, prior to the said fifteenth (15th) day, orally notify the Employer of the

delinquency. In the event the delinquency is turned over to an attorney for collection, the Employer agrees to be responsible for all reasonable collection expenses, including, but not limited to, reasonable attorneys' fees.

D. The Employer agrees to remit to the Union's Active Ballot Club, on an annual basis, an agreed upon amount to be deducted from the wages of employees who are Union members and who have signed deduction authorization cards.

The Employer agrees that when and if it has the capability to make weekly Active Ballot Club deduction, it will remit to UFCW Local 1500 monthly an agreed upon amount deducted from the wages of employees who are union members and who have signed deduction authorization cards.

E. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon such authorization and a list furnished to the Employer by the Union setting forth the amount of dues and initiation fees owing from each employee or for the purpose of complying with the provisions of any check off authorization.

#### **ARTICLE 4 - MANAGEMENT CLAUSE**

Subject to the provisions of this Agreement, the Employer has the exclusive right and authority to establish policies and manage stores covered by this Agreement and direct the working forces employed therein, including, but not limited to, the rights of hiring, suspending, discharging for proper cause, promoting, transferring and releasing employees from duties because of lack of work.

#### **ARTICLE 5 - TRIAL PERIOD**

A. The Employer shall have thirty (30) days from the day of employment within which to determine whether or not newly hired employees shall be retained, and sixty (60) days in the case of a new store opening or remodeling. During the trial period, the Employer shall have the right to try the employee at different types of work, transfer the employee, require the employee to attend training periods and, in addition, to require the employee to take such tests as the Employer might propose, all of which is intended to give the employee the fullest opportunity to qualify for continued employment. Former employees of the Employer who have not retained seniority shall be considered as newly hired employees. The said trial period is intended to provide the maximum number of workdays and if the employee does not work continuously during that period, the trial period shall be extended to the number of working days which the employee has missed during the said trial period.

B. The employer shall have the right to terminate any newly hired employee during this period without recourse by the employee and/or the Union, and the Employer shall not be required to allege the cause for the said termination.

C. The Employer shall have the right to employ Department Managers for a period of ninety (90) days in such capacity. During the said ninety (90) day period, the Employer shall have the right to transfer, require attendance at training periods and shall have the right to require the Department Manager to take such tests as the Employer shall propose, all of which is intended to provide the Department Manager with the fullest opportunity to qualify in this capacity. At any time during said trial period, the Employer shall have the right to terminate the trial period, and the Department Manager shall revert to his or her former status. If the said employee is newly hired in such capacity, the Employer shall have the right to terminate

the employment at any time during the trial period without recourse by the employee or Union, and the Employer shall not be required to allege the cause for the said termination. The said ninety (90) day period is intended to provide the maximum number of workdays, and if the employee does not work continuously during that period, the trial period shall be extended by the number of working days which the employee has missed during the said ninety (90) day period.

#### **ARTICLE 6 - DEFINITION OF STATUS**

A. All employees regularly working thirty (30) or more hours per week shall be considered full time employees.

B. All employees regularly working less than thirty (30) hours per week shall be considered part time employees.

#### **ARTICLE 7 - TRANSFERS**

A. If an involuntary transfer of a full time employee from one store to another results in additional traveling expense, eight (\$.08) cents per mile for additional mileage and additional tolls incurred shall be paid. Effective September 1, 2006 travel reimbursement shall increase to twelve (\$.12) cents per mile. Effective September 1, 2008 travel reimbursement shall increase to fifteen (\$.15) cents per mile.

B. A transfer of personnel need not be according to seniority unless consideration of hardship is involved.

C. There shall be no travel pay if a transfer is voluntary.

D. The Employer shall give the Union one (1) week's written notice prior to the permanent transfer of a full time employee and three (3) days' notice prior to the permanent transfer of a part time employee. In the case of an emergency, the Union shall be notified as soon as possible.

#### **ARTICLE 8 - SENIORITY**

A. Seniority rights of employees in layoffs and recalls shall prevail on a bargaining unit departmental basis. Layoffs shall be made in the inverse order of seniority, and recall shall be made in the order of seniority for a period of six (6) months only, and if employees are not recalled during the said six (6) month period, they shall thereafter be considered new employees if rehired. Recalled employees shall have one (1) week after notice of recall within which to report for work provided that they shall notify the Employer within forty eight (48) hours after such notice that they will return, and if they fail to return or to give such notice, they shall lose their seniority.

B. Employees who are recalled from a layoff shall be reemployed at the same point in the progression rate range at which they were laid off, if at the time of their layoff they were in the progression rate range, otherwise, at the same salary they had been receiving prior to their layoff. Employees who have lost seniority, if rehired, shall be rehired as new employees at the minimum of the progression rate range.

C. In the event the Employer closes a store, or stores, two (2) weeks' written notice shall be given to the union, if possible, along with a seniority list. The layoff or termination of employees covered by this Agreement occasioned thereby shall be accomplished on the basis of bargaining unit seniority in employment.

D. In no event shall the closing of any store, or stores, owned and

operated by the Employer, nor any transfer by the Employer, or any employee from one store to another result in any loss of seniority rights, except in the case of termination of employment as provided for in this Agreement.

#### **ARTICLE 9 - VACATIONS**

A. (1) Regular full time employees who have completed twelve (12) consecutive months of full time employment shall receive two (2) weeks, vacation with pay, one (1) week of which shall be earned and may be taken after six (6) months.

(2) Regular full time employees hired or converted from part time to full time on or after June 19, 1994 shall receive one (1) week's vacation with pay after completing twelve (12) consecutive months of full time employment and two (2) weeks' vacation with pay after completing twenty four (24) months of full time employment.

B. Regular full time employees who have completed seven (7) consecutive years of full time employment with the Employer shall receive three (3) weeks' vacation with pay.

C. Regular full time employees who have completed ten (10) consecutive years of full time employment with the Employer shall receive four (4) weeks' vacation with pay.

D. Regular full time employees who have completed twenty five (25) consecutive years of full time employment with the Employer shall receive five (5) weeks, vacation with pay.

E. When an employee is entitled to more than two (2) weeks' vacation, the Employer reserves the right to grant or assign such additional week or weeks at a time or times different from the first two (2) weeks.

F. Full time employees laid off by the Employer before the completion of their six (6) month qualifying period shall receive pro rata vacation for each month of continuous service except those employees who have been discharged for good cause or have voluntarily left their employment.

G. Full time employees resigning in good standing who have given proper notice and who have earned vacation weeks which have not been taken will be paid earned vacation where six month intervals have passed when entitled to up to two (2) weeks' vacation, four month intervals have passed when entitled to up to three (3) weeks' vacation, and three month intervals have passed when entitled to up to four (4) weeks' vacation by virtue of length of service. Payment will be made only for those full weeks that have thus been earned.

H. Regular part time employees who have been continuously employed by the Employer for twelve (12) consecutive months or more and who have worked eight hundred (800) hours or more during the year shall be entitled to vacation as follows:

<b>Length of Service</b>	<b>Hired Before 6/19/94</b>	<b>Hired on or After 6/19/94</b>	<b>Hired After 6/24/06</b>
One (1) year:	25 Hours	20 Hours	20 Hours
Two (2) years:	50 Hours*	40 Hours	20 Hours
Three (3) years:	50 Hours*	40 Hours	40 Hours
Seven (7) years:	75 Hours	75 Hours	75 Hours
Ten (10) years:	100 Hours	100 Hours	100 Hours
Twenty-five (25) years:	125 Hours	125 Hours	125 Hours

I. Part time employees who do not meet the 800-hour requirement during the year shall receive vacation based upon their total hours worked during the year divided by 52. For the purpose of computing "hours worked", all hours for which employees have been paid, including but not limited to holidays, vacations, sick leave and funeral leave shall be included in making such computation.

J. A part time employee who has completed at least six (6) months' continuous service and who is promoted permanently to a regular full time position shall receive, beginning in the year subsequent to the promotion, one half (1/2) credit for all time served in the part time position for the purpose of calculating the employee's full time vacation entitlement. At the time of the promotion, the employee shall be paid for all part time vacation entitlements on a pro rata basis.

K. Job classification premiums only excluding shift premiums, are to be included in vacation pay.

L. The Employer agrees to issue separate checks for vacation pay.

M. Vacation benefits shall not be payable to employees discharged for good cause.

N. The Employer reserves the exclusive right to establish vacation assignments. Such assignments, however, will be made with due consideration for the seniority of the employee.

O. Employees who have completed at least six (6) months' continuous service and who are permanently laid off shall receive a vacation benefit on a pro rata basis.

#### **ARTICLE 10 - HOLIDAYS**

A. 1. All full time employees hired on or before June 15, 1991 covered by this Agreement, and who qualify, shall receive the following legal holidays with pay:

New Year's Day	Labor Day
President's Day	Presidential Election Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2. All full time employees hired on or after June 16, 1991, covered by this Agreement and who qualify, shall receive the following legal holidays with pay:

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

In addition, such employees who have completed thirty (30) days' employment prior to the date on which President's Day occurs, shall receive a personal holiday in lieu thereof to be taken during the contract year.

3. All full time employees hired on or after June 19, 1994 who have three (3) months' continuous full time employment, covered by this Agreement and who qualify shall receive the following legal holidays with pay:

New Year's Day	Presidential Election Day
Memorial Day	(if registered voter)
Independence Day	Thanksgiving Day
Labor Day	Christmas Day

B. Should a regular full time employee's regularly scheduled day off fall on any of the above named holidays, said employee shall be granted another day off during the same week.

C. On Christmas Eve, one half (1/2) of the full time crew shall be excused one (1) hour before the end of the shift and the other half of the full time crew shall be excused one (1) hour before the end of the shift on New Year's Eve. This applies to those full time employees working on the aforementioned days. If the Employer decides to close one (1) hour earlier on any of the above days, that shall be the hour off.

D. All regular full time employees, excluding full time employees hired or converted to full time on or after June 19, 1994, eligible for one (1) week's vacation shall in lieu of previous existing half holidays, be granted one (1) additional day of vacation with pay which may be granted at the time of their vacation or at a time different from their vacation, or the employee may be paid one (1) additional day's pay in lieu thereof, at the discretion of the Employer. All regular full-time employees, excluding full time employees hired or converted to full time on or after June 19, 1994, eligible for two (2) weeks, vacation or more shall be granted two (2) additional days of vacation with pay, in lieu of previous existing half holidays, which may be granted at the time of their vacation or at a time different from their vacation, or be paid two (2) additional day's pay in lieu thereof, at the discretion of the Employer.

E. Full time employees, excluding full time employees hired or converted to full time on or after June 19, 1994, who have been in the employ of the Employer for six (6) consecutive months as regular full time employees shall be entitled to two (2) personal holidays during a contract year; the first to be taken during the first six (6) months of the contract year and the second during the second six (6) months of the contract year. Full time employees hired or converted to full time on or after June 19, 1994, who have been in the employ of the Employer for twelve (12) consecutive months as a regular full time employee shall be entitled to one (1) personal holiday during a contract year; after twenty four (24) consecutive months as a regular full time employee shall be entitled to a maximum of two (2) personal holidays in a contract year and after thirty six (36) consecutive months as a regular full time employee shall be entitled to a maximum of five (5) personal holidays in a contract year. Part time employees reclassified to full time after June 19, 1994 who has President's Day or a personal holiday in lieu of President's Day shall be entitled to a maximum of four (4) personal holidays after thirty six (36) months of full-time service. In assigning personal holidays, the Employer shall take into consideration the convenience of the employee. Only regularly scheduled work days of the employee may be selected as personal holidays and only one (1) employee from a store shall be assigned a personal holiday on any one (1) day.

F. Full time employees, hired before June 19, 1994, who have been in the employ of the Employer for six (6) consecutive months and full time employees hired or converted to full time on or after June 19, 1994 who have been in the employ of the Employer for twelve (12) consecutive months as regular full time employees shall be entitled to his or her birthday as an additional personal holiday. The employee's birthday shall be assigned on the Monday following the week in which the birthday occurred, except for holiday weeks, in which case the birthday shall be assigned on the following Monday. Only one (1) employee from a store shall be assigned a birthday in any one (1) week.

G. Full time employees hired before June 19, 1994, who have been in the employ of the Employer for six (6) consecutive months and full time employees hired or converted to full time on or after June 19, 1994 who have been in the employ of the Employer for twenty four (24) consecutive

months as regular full time employees shall be entitled to his or her anniversary date of employment as an additional personal holiday, to be assigned in the same manner as a birthday.

H. When a holiday occurs during a full time employee's vacation period, the employee's vacation shall be extended one (1) day, or at the option of the Employer, the employee shall receive eight (8) hours' straight time pay in lieu of said holiday.

I. Full time employees who work on any of the above named holidays as described in A.1, A.2 or A.3 shall receive, in addition to the holiday pay to which they are entitled, time and one half (1 1/2) their regular hourly rate for all hours worked on said holidays.

J. Full time employees who work on a holiday will be scheduled for a minimum eight (8) hours work, provided the store is open for such time and the employee is available. Full-time employees shall be given a reasonable opportunity to work on holidays on a rotating basis by seniority when the store is open for business. The Employer may schedule full time employees by inverse order of seniority if necessary to staff a department. When stores are open on holidays on which they are presently closed, departments are to be staffed by volunteers first before inverse order of seniority is invoked.

K. When stores are closed on holidays, the entire nightcrew shall be given the option of working on the holiday at straight time as part of the work week. In that event, the night crew shall not be scheduled to work on the night of the holiday.

L. 1. All part time employees hired on or before June 15, 1991, covered by this Agreement, who have completed three (3) or more months of continuous employment with the Employer shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for each of the following legal holidays:

New Year's Day	Labor Day
President's Day	Presidential Election Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2. All part time employees hired on or after June 16, 1991, covered by this Agreement, who have completed three (3) or more months of continuous employment with the Employer shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for each of the following legal holidays:

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

In addition, such employees who have completed three (3) months' employment prior to the date on which President's Day occurs, shall receive a personal holiday in lieu thereof to be taken during the contract year.

3. All part time employees hired on or after June 19, 1994, covered by this Agreement, who have completed four (4) or more months of continuous employment with the Employer shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for each of the following legal holidays:

New Year's Day	Presidential Election Day
Memorial Day	(if a registered voter)
Independence Day	Thanksgiving Day
Labor Day	Christmas Day

In addition, such employees who have completed twelve (12) months employment shall receive a personal holiday to be taken during the contract year.

M. Part time employees hired before June 19, 1994, who have been in the employ of the Employer for six (6) consecutive months and part time employees hired on or after June 19, 1994 who have been in the employ of the Employer for twenty four (24) consecutive months as regular part time employees shall be entitled to his or her birthday as an additional personal holiday, and shall receive four (4) hours, holiday pay based on their regular straight time hourly wage rate for said holiday. The employee's birthday shall be assigned on the Monday following the week in which the birthday occurred, except for holiday weeks, in which case the birthday shall be assigned on the following Monday. Only one (1) employee from a store shall be assigned a birthday in any one (1) week.

N. Part time employees hired before June 19, 1994, who have been in the employ of the Employer for six (6) consecutive months and part time employees hired on or after June 19, 1994 who have been in the employ of the Employer for thirty six (36) consecutive months as regular part time employees shall be entitled to his or her anniversary date of employment as an additional personal holiday, and shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for said holiday, to be assigned in the same manner as a birthday.

O. Part time employees who work on any of the above named holidays as described in L.1, L.2 or L.3 shall receive, in addition to the holiday pay to which they are entitled, time and one half (1 1/2) their regular hourly rate for all hours worked on said holidays.

P. Part time employees who are promoted to full time positions shall be entitled to receive full time holidays. Part time employees who have completed six (6) months service and who are promoted to full time positions shall be entitled to receive full time personal, anniversary and birthday holidays. Any part time employee hired on or after June 19, 1994 who converts to full time has to complete the year length of service before they qualify for their respective personal holidays for the first (1st) year, then they would qualify for the additional personal holidays as described in Sections E., F. and G. above.

Q. In order to qualify for holiday pay, all eligible employees shall work their regularly scheduled day before and their regularly scheduled day following the holiday and shall also work all their scheduled hours during the week in which the holiday occurs. An employee who has been absent from work will qualify for holiday pay if the absence is excused, which excuse shall not be unreasonably denied.

R. All employees who qualify for legal holidays shall have the option of substituting Martin Luther King Day for one (1) of their entitled Holidays within this agreement. Employees electing this option shall be required to complete and submit, to their General Store Manager, a form acknowledg-

ing their alternate selection. This form shall be available beginning Thanksgiving of the preceding year and shall be required to be returned by December 15th.

S. Personal holidays for all employees are to be assigned and taken or shall be paid for at the end of each contract year provided that the employee is in the employ of the Employer at such time.

**ARTICLE 11 - DEATH IN FAMILY**

A. Regular full time employees after thirty (30) days of employment shall be entitled to three (3) days paid leave for all regularly scheduled workdays lost from the day of death in case of death in the immediate family. The "immediate family" is defined as the employee's parent, child, brother, sister, spouse or spouse's parent. Regular full time employec shall be entitled to one (1) day paid leave for a regularly scheduled work day lost to attend the funeral or memorial service of the employee's grandparent, grandchild, brother in law, sister inlaw, nephew or niece.

B. Part time employees after thirty (30) days of employment shall be entitled to paid leave for the actual time lost, as set forth on the employee's weekly work schedule. in case of death in the immediate family as provided for regular full time employees on a pro rata basis. Regular part time employees shall be entitled to one (1) day paid leave for a regularly scheduled work day lost to attend the funeral or memorial service of the employee's grandparent or grandchild.

**ARTICLE 12 - SICK LEAVE**

A. 1. All regular full time employees hired on or before June 15, 1991 shall after three (3) consecutive months of full-time employment with the Employer be eligible to receive, in a sick leave year, a maximum of ten (10) days sick leave with pay at their regular straight time rate of pay for eight (8) hours for days they are absent from work due to illness.

2. All regular full time employees hired on or after June 16, 1991 shall after three (3) consecutive months of full-time employment with the Employer be eligible to receive in their first (1st) sick leave year one (1) day of sick leave with pay at their regular straight time rate of pay for eight (8) hours for each full month of employment to a maximum of ten (10) days. Such employees shall be eligible to receive ten (10) days sick leave in subsequent sick leave years.

3. All regular full time employees hired on or after June 19, 1994 shall be entitled to sick leave with pay at their regular straight time rate of pay for eight (8) hours for days they are absent from work due to illness as follows:

After three (3) consecutive months of full time employment	maximum four (4) days in a calendar year earned one (1) day per month
After twelve (12) consecutive months of full time employment	maximum six (6) days in a calendar year
After twenty four (24) consecutive months of full time employment	maximum eight (8) days in a calendar year
After thirty six (36) months of full time employment	maximum ten (10) days in a calendar year

B. Employees who are in the employ of the Employer in a regular full time capacity on the last day of each sick leave year, and who have been employed in a regular full time capacity for three (3) consecutive months or more during the said year, shall be paid on a pro rata basis for all sick leave for which they were eligible but which they did not use. Such unused sick leave must be paid within thirty (30) days after the close of the calendar year.

C. 1. Regular part time employees with one (1) year of continuous service shall receive up to three (3) scheduled days paid sick leave at four (4) hours per day, four (4) days after two (2) years' service and five (5) days after three (3) years service starting with the first scheduled day of illness.

2. Regular part time employees hired on or after June 19, 1994 shall be entitled to sick leave at four (4) hours per day with pay starting with the first scheduled day of illness as follows:

After twelve (12) months of continuous service	maximum three (3) days in a calendar year earned four (4) hours for each four (4) months
After twenty four (24) months of continuous service	maximum four (4) days in a calendar year earned four (4) hours for each three (3) months
After thirty six (36) months of continuous service	maximum five (5) days in a calendar year

3. Regular part-time employees hired on or after June 25, 2006 shall be entitled to sick leave at four (4) hours per day with pay starting with the first scheduled day of illness as follows:

After twelve (12) months of continuous service	maximum three (3) days in a calendar year earned four (4) hours for each four (4) months
After twenty-four (24) months of continuous service	maximum three (3) days in a calendar year earned four (4) hours for each four (4) months
After thirty-six (36) months of continuous service	maximum four (4) days in a calendar year
After forty-eight (48) months of continuous service	maximum five (5) days in a calendar year

D. Regular part time employees who have been employed for a period of two (2) years shall be paid on a pro rata basis for all sick leave for which they were eligible but which they did not use. Such unused sick leave must be paid within thirty (30) days after the close of the calendar year as outlined in C.1. above. Part time employees hired on or after June 19, 1994 who have been employed for a period of three (3) years shall be paid for all sick leave for which they were eligible, but which they did not use within thirty (30) days after the close of the calendar year as outlined in C.2. above.

E. 1. A part time employee hired on or before June 15, 1991, who has completed three (3) months service and who is promoted to a full time position shall be eligible for full time sick leave benefits immediately upon the promotion. Such employee shall receive no payment for unused sick leave earned as a part time employee.

2. A part time employee hired on or after June 16, 1991, who is promoted to a full time position shall be eligible for full time sick leave benefits as described in A.2 above.

3. A part time employee hired on or after June 19, 1994 who is promoted to a full time position shall be eligible for full time sick leave benefits as described in A. 3. above.

F. In order to be eligible for sick leave all employees must notify the Employer of their inability to report to work no later than two (2) hours prior to their scheduled starting time on the first (1st) day of absence, if able, and as often as reasonably possible thereafter if such illness extends beyond one (1) day.

G. Any employee covered by this Agreement who falsifies sick leave, or who knowingly attempts to collect sick leave under false pretenses, shall be subject to immediate discharge.

H. An employee who is permanently laid off shall be paid on a pro rata basis for fifty (50%) percent of all sick leave for which the employee is eligible but did not use.

I. An employee who retires from the Employer with a pension from the Pension Fund shall be paid on a pro rata basis for all sick leave for which the employee is eligible but did not use.

#### **ARTICLE 13 - INJURY ON THE JOB**

An employee who is injured on the job and is directed by a medical doctor not to continue work shall be paid said employee's usual day's wages for that day at straight time for the day on which the injury occurred and which time shall not be considered sick leave.

#### **ARTICLE 14 - JURY DUTY**

A. Employees who have completed ninety (90) days of continuous service, called for jury duty in a court of law necessitating a loss of the employee's straight time scheduled working hours, shall be paid while on jury duty, less jury pay, not to exceed ten (10) working days in any contract year or thirty (30) working days during the term of the Agreement in the case of an employee called for grand jury duty. To be eligible for pay under this provision, the employee shall present the jury service notice to the Employer at least seven (7) days before the start of the term as a juror and shall present to the Employer a Certificate of Service showing dates, time of service and jury fees paid. Employees receiving jury duty pay from any other employer shall not be eligible to receive pay for jury duty under this Agreement.

B. Any employee called for jury duty who, after having reported for such jury duty is excused for the day after 1:00 P.M., shall not be required to report for work on that day.

C. An employee who has served five (5) days in a week on jury duty shall not be required to work on Saturday.

#### **ARTICLE 15 - MILITARY SERVICE**

A. An employee who is required to leave a position by reason of conscription or enlistment in the military service shall, upon application, be reinstated to such position in the manner and on such conditions as the applicable law provides including, but not restricted to, the benefit of any increase in wages and improvements in working conditions, and in no event shall such military service be construed to deprive the employee of any rights and privileges.

B. In the event that employees make application for return to work from military service, they shall do so in the manner provided by applicable law.

C. A full time employee who is a member of an organized reserve program or in the National Guard shall be eligible for a two (2) weeks' leave of absence, subject to extension in exceptional cases, without pay. Such leave may be in addition to the employee's regularly scheduled vacation period in order that the employee may participate in the military training required by such organization. An employee who wishes to use the regular vacation period for military absence shall be paid in accordance with regular vacation procedure.

D. All notices for any military leave of absence must be submitted in writing to the Employer.

#### **ARTICLE 16 - LEAVE OF ABSENCE**

A. Any employee with more than one (1) years service, requesting a leave of absence for reasons other than the employee's illness or injury, shall be given said leave of absence by the Employer at its sole discretion, provided, however, that approval of such leave of absence shall not be unreasonably withheld.

B. All requests for leave of absence shall be in writing and must be submitted to the Employer at least two (2) weeks in advance of the date of the commencement of the requested leave of absence. The employee shall be notified in writing, with a copy to the Union, if the requested leave is approved or denied. The notice shall specify the time limit placed on an approved leave of absence. Advance written request for leave of absence is not necessary in case of family emergency. However, subsequent written notice and request shall be given as soon as is reasonably possible.

C. A leave of absence granted by the Employer shall not constitute a break in seniority but if the leave of absence exceeds three (3) months in duration then service for purposes of progression increases, vacations and all other benefits required to be paid under this Agreement shall not be earned during said leaves.

D. The Employer shall make all contributions to all funds required by this Agreement for any month in which the employee performs any work for which monthly contributions are required before taking the leave and after returning, but not for the months when no covered work is performed. However, in the case of an employee's illness or injury contributions for the Welfare Fund, Pension Fund and Legal Services Fund shall be made for a period not to exceed three (3) months while the employee is absent from work.

E. An employee on an approved leave of absence will be automatically terminated if:

1. The employee does not return to work when the leave of absence expires unless the Employer has agreed to an extension.

2. The employee works elsewhere while on leave without express permission in writing from the Employer to be so employed.

F. An employee absent from work due to illness or injury shall retain his seniority for a period not to exceed twelve (12) months.

#### **ARTICLE 17 - LAUNDRY AND EQUIPMENT**

1. The Employer agrees to furnish and maintain for all employees covered herein all aprons, uniforms, store coats and gowns and such tools and work equipment as may be required by the Employer for the performance of an employee's duties.

Produce aprons will be supplied and laundered by the company at no expense to the employee.

#### **ARTICLE 18 - WELFARE PLAN**

##### **A. Full time Employees**

1. The Employer agrees to contribute the sum of \$469.93 per month to the UFCW Local 1500 Welfare Fund on behalf of each regular full time employee covered by the Agreement who has completed thirty (30) days of service with the Employer. Contributions shall begin on the first (1st) day of the month next following the completion of such period.

2. Effective October 1, 2006, monthly contributions to provide such benefits as may be determined by the Trustees shall be \$566.00 per month.

3. The Employer shall continue to provide disability coverage for all full time employees.

4. Effective October 1, 2007, monthly contributions to provide such benefits as may be determined by the Trustees shall be \$616.00 per month.

5. Effective October 1, 2008, monthly contributions to provide such benefits as may be determined by the Trustees shall be \$653.00 per month.

6. Effective October 1, 2009 monthly contributions to provide such benefits as may be determined by the Trustees shall be \$723.00 per month.

##### **B. Part time Employees:**

1. The Employer agrees to contribute the sum of \$119.53 per month to the UFCW Local 1500 Welfare Fund on behalf of each regular part time employee covered by the Agreement who has completed six (6) consecutive months of regular part time service with the Employer. Contributions shall begin on the first (1st) day of the month following the completion of such periods.

2. Effective October 1, 2006, monthly contributions to provide such benefits as may be determined by the Trustees shall be \$142.00 per month.

3. Effective October 1, 2007, monthly contributions to provide such benefits as may be determined by the Trustees shall be \$158.00 per month.

4. Effective October 1, 2008, monthly contributions to provide such benefits as may be determined by the Trustees shall be \$168.00 per month.

5. Effective October 1, 2009, monthly contributions to provide such benefits as may be determined by the Trustees shall be \$185.00 per month. If necessary to maintain the present level of benefits, the Trustees may

increase the \$185.00 per month stated contribution by an additional \$10.00 per month

6. The amount of the monthly contributions to the UFCW Local 1500 welfare Fund and the method of calculation, whereby a specific monthly sum is contributed for each class of employee, is a formula for providing gross income to the Fund and bears no relationship to the benefits provided.

#### **ARTICLE 19 -- PENSION PLAN**

##### **A. Full time Employees**

1. The Employer agrees to contribute the sum of \$204.60 per month to the UFCW Local 1500 Pension Fund on behalf of each regular full time employee covered by the Agreement who has completed thirty (30) days of service with the Employer. Contributions shall begin on the first (1st) day of the month next following the completion of such period.

2. Effective October 1, 2009 monthly contributions to provide such benefits as may be determined by the Trustees shall be \$252.15 per month.

##### **B. Part time Employees**

1. The Employer agrees to contribute the sum of \$68.19 per month to the UFCW Local 1500 Pension Fund on behalf of each regular part time employee covered by the Agreement who has completed six (6) consecutive months of regular part time service with the Employer. Contributions shall begin on the first (1st) day of the month next following the completion of such period.

2. Effective October 1, 2009 monthly contributions to provide such benefits as may be determined by the Trustees shall be \$84.04 per month.

C. The parties agree that contributions to the Pension Fund shall be deductible in full for the Employer's taxable year with respect to which the contribution is made. In the event that contributions required by this Article are not deductible, the parties agree that said contributions shall be suspended and the amount suspended shall be contributed to the Welfare Fund as an additional contribution. In the event that contributions required by this Article, which have been suspended, shall again become deductible, such contributions shall resume. The determination as to deductibility shall be based upon the annual actuarial valuation of the Fund.

#### **ARTICLE 20 - LEGAL SERVICES PLAN**

##### **A. Full time Employees**

1. The Employer agrees to contribute the sum of \$2.25 per month to the UFCW Local 1500 Legal Services Fund on behalf of each regular full time employee covered by the Agreement who has completed thirty (30) days of service with the Employer. Contributions shall begin on the first (1st) day of the month following the completion of such period.

##### **B. Part time Employees**

1. The Employer agrees to contribute the sum of \$2.25 per month to the UFCW Local 1500 Legal Services Fund on behalf of each regular part time employee covered by the Agreement who has completed six (6) months of service with the Employer. Contributions shall begin on the first (1st) day of the month following the completion of such period.

**ARTICLE 21**  
**PROVISIONS APPLICABLE TO ALL FUNDS**

A. There shall be no contributions to the Welfare Fund, Pension Fund and Legal Services Fund for those employees working full time for the summer period of May 15th to September 15th only, nor shall there be any change in part time contributions for part time employees working full time for the summer period only. Should such employees continue without interruption on a full time basis after the summer, the Employer shall pay as though there was no relief.

B. 1. Contributions to the Welfare Fund, Pension Fund and Legal Services Fund shall be remitted by the Employer to the Fund's office on or before the twentieth (20th) day of each month. Every employee of record who works at least one day in the current month shall be considered to be employed for the entire month for the purpose of computing contributions for that month.

2. Upon the failure of the Employer to make payment of any contributions within fourteen (14) days of the date due, the Trustees shall be entitled at their sole option to take any action permitted by this Agreement, by the Agreements and Declarations of Trust establishing the Funds or by law to collect said contribution, together with interest, liquidated damages as established by the Trustees, attorneys' fees and court costs. Such interest and liquidated damages shall accrue starting on the day after the due date of the contributions (the twentieth day of the current month), and shall continue to accrue until said contributions, together with any accrued interest and liquidated damages, have been paid.

3. The Employer agrees that if it is delinquent in the payment of contributions to the Welfare Fund, to the extent that the Trustees have cancelled the payment of benefits to said Employer's covered employees, the Employer will be responsible for all hospital, medical, surgical and other benefits that would have been paid by the Fund had the Employer's delinquency in making its contributions not resulted in the cancellation of any rights on the part of the Employer's covered employees to receive any such benefits.

4. The Employer hereby accepts and ratifies the Agreements and Declarations of Trust, as amended from time to time, establishing the Funds as if they were set forth herein in full, and ratifies the designation of the Trustees there under. The Trustees have assumed all responsibility for the administration of the Plans, and the Employer shall have no responsibility, except as herein provided.

5. The Employer shall make available to the Funds, any and all pertinent records of employees that the Funds may require to soundly and efficiently operate the Funds. The Trustees shall have the right to have the Employer's records audited by an accountant of the Funds' own choosing, at the Funds' expense.

6. In the event the Employer fails to make contributions or provide records as required herein, the Trustees may, despite any other provision of this Agreement, submit to arbitration any issue with regard to these provisions, before an arbitrator designated in accordance with the labor arbitration rules of the American Arbitration Association. The arbitrator shall, in the event a violation exists, make a finding and award, which shall direct payment to the Fund, including the costs of the arbitration, legal fees and audit expenses together with interest and liquidated damages as established by the Trustees.

7. Upon the written request of the Employer, the Trustees shall make annual financial reports to the Employer, which shall contain information relating to the application of the monies received and benefits paid by the Funds.

C. In the case of any employee's illness or injury, contributions to the *Welfare Fund the Pension Fund, and the Legal Services Fund shall be made* for a period not to exceed three (3) months of absence from work. In the case of an employee who is receiving Worker's Compensation benefits, contributions to the Welfare Fund shall also be made for the seventh (7th), eighth (8th) and ninth (9th) months of such absence.

D. The Employer shall make contributions to the Welfare Fund on behalf of each employee on family or medical leave under the provisions of the Family Medical Leave Act (FMLA), 29 U.S.C. §2601. et seq., for each month or partial month the employee is on such leave. The failure of an employee to return to work from such leave, within the meaning of 29 U.S.C. §2614 (c) (2), shall create no obligation on the part of the Union or the Welfare Fund to take any action to recover or to assist in the recovery of said contributions from said employee, nor will such failure to return to work relieve the Employer of its obligation to contribute to the Welfare Fund on behalf of said employee during the period specified in 29 U.S.C. §2614 (c) (1).

E. The Employer shall make contributions to the Pension Fund on behalf of each employee who qualifies, pursuant to 38 U.S.C. §§4312 and 4318, for Future Pension Service due to a period of military service. The Employer shall also make contributions to the Pension Fund on behalf of each former employee who qualifies, pursuant to 38 U.S.C. §§4312 and 4318, for Future Pension Service due to a period of military service if the Employer was the last employer employing the former employee prior to such military service. Contributions shall be made at the Employer's contribution rate in effect during each month of military service to which such Future Pension Service relates. Such contributions shall be due and payable within thirty (30) days of reemployment of the employee with the Employer or within thirty (30) days of notice that the employee has become employed, in employment which meets the requirements of 38 U.S.C. §4312, with another contributing employer to the Pension Fund.

#### **ARTICLE 22 - WAGES**

The wage rates, progression scales and across the board increases effective during the term of this Agreement are more particularly set forth in Schedule "A", annexed hereto and made a part hereof.

#### **ARTICLE 23 - WORKWEEK AND HOURS**

##### **A. Full time Employees**

1. Forty (40) hours shall constitute the regular workweek for all regular full time employees covered herein, and it shall consist of five (5) eight (8) hour days.

2. In a week in which a holiday occurs, thirty two (32) hours in four (4) eight (8) hour days shall constitute the regular workweek for all such employees.

##### **B. Part time Employees**

1. Part time employees, except those who are available on a limited basis will be scheduled for no less than sixteen (16) hours per week and four (4) hours per day, provided they are available on a regular and continuing basis and further provided that they are available to work the Employer's

schedule of hours and there is no drop in business. Part time employees under eighteen (18) years of age may be scheduled to work three and three quarters (3 3/4) hours per day, inclusive of one (1) fifteen (15) minute break on school days, except Friday and Saturday, and they shall be scheduled for no less than sixteen (16) hours per week when available. Part time employees under sixteen (16) years of age may be scheduled to work less than four (4) hours per day, but no less than three (3) hours per day on school days in order to comply with the law.

2. In a week in which a holiday occurs, part time employees, if available, will be scheduled for no less than sixteen (16) hours in addition to the holiday.

3. Regular part time employees who are temporarily assigned to full time work at any time throughout the year shall receive their regular part time rate or the minimum full time clerk's rate, whichever is higher, from the first (1st) scheduled full week of such assignment.

4. Part time employees are to receive first preference for all full time temporary work assignments during the summer months and holiday seasons.

5. Regular part time employees who are appointed to permanent full time work shall receive half (1/2) credit for their length of continuous part time service for the purpose of determining their appropriate full time wage rate. They shall receive the minimum full time rate for after thirty (30) days. In addition, they shall receive twenty (\$20.00) dollars for each twelve (12) months of part time service to determine their full-time rate. Thereafter, they shall receive twenty (\$20.00) dollars for each six (6) months of full time service, but in no event can they exceed the top maximum applicable rate of pay for full time clerks on the payroll as of the date of conversion.

C. Working hours shall be consecutive except for a meal period of sixty (60) minutes with flexibility in emergency situations which shall not be abused. Meal periods shall be provided during such hours as the Employer may designate and which shall not count in computing the number of hours worked.

D. All employees are to receive a fifteen (15) minute rest period for each four (4) hours of work, except as provided in Article XXIII, Section B.1. Employees may be required to punch time cards for all rest periods.

#### **ARTICLE 24 - OVERTIME AND PREMIUM PAY**

##### **A. Full time Employees**

1. Full time employees shall receive overtime pay at the rate of time and one half (1 1/2) their regular rate of pay for all hours worked in excess of eight (8) in one day or forty (40) in one week which shall not be pyramided.

2. Full time employees shall receive premium pay of seventy five (\$.75) cents per hour for each hour worked after 6:00 P.M. and before 8:00 A.M. if the hours so worked are within their regular forty (40) hour work-week, except that full time employees hired or appointed on or after June 19, 1988 to this shift shall receive premium pay for hours worked after 6:00 P.M. and before 6:00 A.M. Full time employees hired or reclassified after June 20, 1998 who start at 5:00 A.M. or later shall not receive premium pay.

3. Full time employees hired after June 22, 1985 to work four (4) or more days per week on any shift starting between 12:00 P.M. and 3:30 P.M. shall receive premium pay of one (\$1.00) dollar per day. Full time employees hired after June 20, 1998 who start at 11:00 A.M. or later shall receive premium pay of one (\$1.00) dollar per day from the first (1st) day.

4. The company may introduce a four (4) day, ten (10) hour workweek for full-time associates on a voluntary basis. The Company may have full discretion of the establishment and elimination of the new shift. Holiday pay, sick pay, compassionate and jury duty leave will be paid at ten hours for each day used. Employees on four day, ten hour straight-time shifts will be provided a fifteen (15) minute break before lunch and a twenty (20) minute break after lunch. Minimum call-in, beyond scheduled hours, will be eight (8) hours. All premiums currently paid will be paid. These full-time employees shall receive time and one-half for all hours worked in excess of forty (40) hours in a week or in excess of ten (10) hours in any day. In a holiday workweek, full-time employees shall receive time and one-half after thirty (30) regular hours if they are on a four (4) day, ten (10) hour workweek. The introduction of this four (4) day, ten (10) hour shift does not affect the overtime provision for those full-time employees working the five (5) day, eight (8) hour shifts.

#### **B. Part time Employees**

1. Part time employees shall receive overtime pay at the rate of time and one half (1 1/2) their regular rate of pay for all hours worked in excess of eight (8) in one day.

2. Part time employees shall receive one and one half (1 1/2) their regular rate of pay for all hours worked on their sixth (6th) day in a workweek, excluding Sunday, provided that all other scheduled hours on the other five (5) days have been worked.

3. Part time employees appointed to full time after June 22, 1985 to work four (4) or more days per week on any shift starting between 12:00 P.M. and 3:30 P.M. shall receive premium pay of one (\$1.00) dollar per day. Part time employees appointed to full time after June 20, 1998 who start at 11:00 A.M. or later shall receive premium pay of one (\$1.00) dollar per day from the first (1st) day.

#### **C. Sunday Work**

1. All employees shall receive double (2) times their regular rate of pay for work performed on Sunday. Full time employees hired on or after January 1, 1990 shall receive one and one half (1-1/2) times their regular rate of pay for work performed on Sunday. Part time employees hired on or after January 1, 1987 shall receive one and one half (1 1/2) times their regular rate of pay for work performed on Sunday. Part-time employees hired after June 22, 2008 shall receive straight time for the first twelve (12) months of employment for all hours worked on Sunday which shall not be considered as part of the regular work week. Upon the completion of twelve (12) months of employment, the employee shall receive time and one-half (1-1/2x) times their regular rate for all hours worked on Sunday. Sunday shall not be considered as part of the regular work week.

2. Effective January 1, 1996, full time or part time employees who receive double (2) time for work performed on Sunday shall receive a frozen premium rate which is equal to the hourly straight time rate of pay they were earning as of January 1, 1996. In addition to this (frozen) premium hourly rate of pay, they shall receive their regular hourly rate of pay for each hour of work performed on Sunday. As their regular hourly rate increases, the frozen premium hourly rate shall remain the same, except in the event of a reclassification from part time to full-time, full time to part time, Department Manager to full time or part time clerk, or full time or part time clerk to Department Manager, their frozen premium hourly rate will be equal to the hourly rate they would be entitled to after reclassification in addition to their regular hourly rate. Employees receiving the Frozen Sunday rate shall continue to receive such rate until the Sunday frozen rate is equivalent to half of the employee's hourly rate. Then in such event, the employee shall

continue to be paid time and one-half for all hours worked on Sunday. Employees hired or appointed to Department Manager on or after January 1, 1996 shall receive a frozen Sunday premium of no less than eighteen (\$18.00) dollars per hour in addition to their regular straight time hourly rate for work performed on Sunday.

3. Full time employees receiving double (2) time who are reclassified to part time shall continue to receive double (2) time for work performed on Sunday.

4. Part time employees receiving time and one half (1/2) who are promoted to full time shall continue to receive time and one half (1/2) for work performed on Sunday. Part time employees receiving double (2) time who are promoted to full time shall continue to receive double (2) time for work performed on Sunday.

5. Employees shall not be required to work on Sunday. If the Employer is unable to staff a department on Sunday, employees shall be required to work in inverse order of seniority.

6. Full time employees shall be given a reasonable opportunity to work on Sundays on a rotating basis by seniority when the store is open for business.

#### **D. Minimum Call In**

1. Any full time employee, except a night crew employee, who works on Sundays shall be scheduled for four (4) hours' work, provided the employee is available. Any full time night crew employee who works on Sundays or holidays shall be scheduled for eight (8) hours, work, provided the employee is available, except that such employee may be scheduled to work four (4) hours on Sundays on a shift starting at 5:00 A.M. or later.

2. Newly hired or converted full-time employees on or after 6/23/02, who work on the night crew, shall be scheduled for a minimum of five (5) hours when they work on Sunday.

3. Any Part Time employee who works on Sundays or Holidays shall be scheduled for four (4) hours' work, provided the Employee is available.

#### **E. Part Time Employees that work over 29 regular hours**

1. Effective 6/23/02 present employees that work over 29 regular hours shall receive the difference between their hourly rate of pay and \$9.875 per hour. Effective 6/20/04 this rate will increase to \$10.375 per hour.

2. New part-time employees hired on or after 6/23/02 when working over 29 regular hours shall receive the difference between their rate of pay and \$9.375 per hour. Effective 6/20/04 this rate will increase to \$10.375 per hour.

### **ARTICLE 25 - WORK SCHEDULE**

The Employer shall post a work schedule for all employees no later than 5:00 P.M. each Friday for the following week. Changes may be made in this schedule in an emergency only with due notification to the Union.

### **ARTICLE 26 - DISCHARGE**

The Employer shall have the right to discharge any employee for just cause who has survived the trial period and has attained the status of a permanent employee. Just cause shall include, but not be limited to,

dishonesty, falsification of records, mishandling of the Employer's property or funds, insubordination, abusive language, intoxication, violation of procedures for handling cash and/or receiving merchandise, lateness and absenteeism, which shall be either chronic or such as to interfere with the routine of the Employer's business and schedules.

#### **ARTICLE 27 GRIEVANCE PROCEDURE AND ARBITRATION**

All disputes, differences or grievances arising out of interpretation, application, breach or claim of breach of the provisions of this Agreement shall be settled in the following manner:

A. Within two (2) calendar weeks of the occurrence of such dispute, difference or grievance, authorized representatives of the Union and the Employer shall, in good faith, endeavor to adjust such dispute, difference or grievance.

B. In the event that the matter is not adjusted in the above step, a representative of the Employer charged with the responsibility for labor relations and a duly designated representative of the Union shall attempt to adjust the same.

C. In the event the dispute, difference or grievance still remains unadjusted after compliance with the above step, then such dispute, difference or grievance may be submitted to arbitration by either party not later than thirty (30) days after the occurrence to an arbitrator mutually selected by the parties or to the American Arbitration Association for its designation of an arbitrator, in accordance with its rules, to hear and determine the matter. The decision of the arbitrator shall be final and binding upon the parties. The expenses of the arbitration shall be borne equally between the parties.

D. The arbitrator shall not have the authority or power to arbitrate new provisions to this Agreement, or to arbitrate away either in whole or in part any provision of this Agreement, nor shall the arbitrator have the power to add to, delete from or modify any of the provisions of this Agreement.

#### **ARTICLE 28 - NO STRIKES NO LOCKOUTS**

A. There shall be no cessation of work, no strikes, no picketing, no slowdowns, no sit downs or other interference with the operation of the Employer's business sanctioned by the Union, nor shall the Employer lockout for any cause whatsoever during the term of this Agreement.

B. The Union, by its officers, shall promptly make every effort to prevent and stop any cessation of work, strike, picketing, slowdown, sit down, or other interference with the operation of the Employer's business and shall order its members to return to work without delay.

C. An employee who engages in any such activity shall be subject to discipline, including termination, by the Employer.

#### **ARTICLE 29 - SHOP STEWARDS**

A. The Employer recognizes the right of the Union to have one (1) full time shop steward and one (1) part time shop steward in each store.

B. The full time shop steward in each store shall not be transferred without prior notice to and discussion with the Union.

C. The Union will provide the Employer with a list of the names of its authorized business representatives and shop stewards and will keep said list current.

D. The Employer will, with adequate notice, arrange for one (1) full time shop steward from each store to have the same scheduled day off once each year with (8) hours' pay for the purpose of attending the Union's shop steward seminar.

E. Shop stewards shall not handle grievances and shall not interfere with the operation of the Employer's business, and shall not cause or engage directly or indirectly in any unauthorized strikes, work stoppages, slowdowns, or job actions.

**ARTICLE 30**  
**ACCESS TO STORES AND UNION STORE CARD**

A. The Employer agrees to permit an authorized representative of the Union to visit any of the Employer's places of business at any time during normal working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no interruption of or interference with the Employer's business.

B. The Employer agrees to display the U.F.C.W. Union Store Card, gratis, for the period of this Agreement. The Union Store Card shall remain the property of the Union, and the Employer does hereby agree that the breach or violation of the provisions of this Agreement on its part shall constitute sufficient cause for the removal of the said Union Store Card by the Union.

**ARTICLE 31 - MINORS**

The Employer shall not employ minors in violation of the laws of the State of New York or the Federal laws pertaining thereto.

**ARTICLE 32 - LIE DETECTOR TESTS**

No employee who has completed the probationary period shall be required by the Employer to take a lie detector test.

**ARTICLE 33 - INDUSTRY EXPERIENCE**

Newly hired employees shall be given credit for a minimum of one (1) year's prior experience in the supermarket industry for the purpose of establishing the employees' wage rates only provided that the experience was earned within the preceding twelve (12) months and declared on the employment application.

**ARTICLE 34 - RECLASSIFICATION**

A. A full time employee who is reclassified to part time shall be placed on the new hire part time progression scale and shall, for wage rate purposes, be given credit for his/her service on a two (2) month for one (1) month basis. They shall receive the minimum part time rate for thirty (30) days and, in addition, shall receive twenty five (\$.25) cents for each six (6) months of full time service to determine their part time rate. Thereafter, they shall receive twenty five (\$.25) cents for each six (6) months of part time service. In no event can they exceed the top maximum applicable rate for part time clerks on the payroll as of the date of conversion.

B. A full time employee who is reclassified to part time shall receive payment for earned and unused full time vacation. The employee shall receive, after one (1) year, part time vacation benefits based upon the employee's total length of service.

C. A full time employee who is reclassified to part time shall receive part time sick leave pro rated for the balance of that sick leave year, based upon the employee's total length of service. Thereafter, the employee shall receive part time sick leave based upon the employee's total length of service.

D. A full time employee who is reclassified to part time shall receive payment for earned and unused personal holidays.

E. Upon the reclassification of a full time employee to part time, the Employer shall make part time contributions on behalf of the employee to the Welfare, Pension and Legal Funds, beginning the first (1st) day of the month following such reclassification.

**ARTICLE 35 - TECHNOLOGY**

The Employer reserves the right to introduce new technology. The Employer will meet and discuss with the Union the impact of this technology on the workforce.

**ARTICLE 36 - INDIVIDUAL AGREEMENTS**

The Employer shall not enter into individual agreements with employees covered by this Agreement which conflict with this Agreement, nor shall the Employer accept or require security of any sort from any employee except as may be otherwise set forth in this Agreement or consented to by the Union.

**ARTICLE 37 - SAVINGS CLAUSE**

The parties hereto agree that should any article or subdivision of this Agreement be or become unlawful, invalid, ineffective or unenforceable by virtue of any act, law or decisions of any established governmental agency or court, then any such article or subdivision shall not affect the validity and enforceability of any other article or subdivision thereof, and the remainder of this Agreement shall continue in full force and effect for its duration.

**ARTICLE 38 - SUCCESSORS AND ASSIGNS**

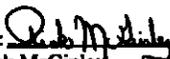
This Agreement shall bind and inure to the benefit of the Employer, its successors and assigns, and to the Union, their successors and assigns, and shall include all bargaining unit stores now owned, operated, conducted or maintained by the Employer, its successors, assigns or agents.

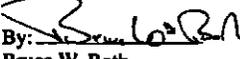
**ARTICLE 39 - TERM OF AGREEMENT**

The parties agree to be bound by the terms and conditions of this Agreement to and including June 26, 2010 at which time this Agreement shall be automatically renewed from year to year thereafter unless at least ninety (90) days prior to said date, or any annual date of expiration thereafter, written notice by registered mail is given by either party to the other of a desire to revise or to terminate this Agreement.

PATHMARK STORES, INC.

LOCAL 1500, U.F.C.W.

By:   
Rick McGinley  
Vice President, Labor Relations

By:   
Bruce W. Both  
President

**SCHEDULE "A" - WAGES**

**A. DEPARTMENT MANAGERS**

1. Dept. Managers, Produce, Dairy, Non Foods, Grocery, Customer Service Manager and Night Crew Chiefs

Across the Board weekly wage increases

EFFECTIVE:						
<u>6/25/06</u>	<u>6/24/07</u>	<u>12/23/07</u>	<u>6/22/08</u>	<u>12/21/08</u>	<u>6/21/09</u>	<u>12/20/09</u>
\$25.00	\$15.00	\$10.00	\$15.00	\$10.00	\$10.00	\$10.00

2. All Department Managers hired or appointed on or before June 24, 2006 shall receive an increase in the amount necessary to bring their rate to \$1,110.00 per week, effective May 16, 2010.

3. Minimum weekly wage rates for Department Managers and Night Crew Chiefs hired or appointed on or after June 25, 2006:

EFFECTIVE:							
<u>6/25/06</u>	<u>6/24/07</u>	<u>12/23/07</u>	<u>6/22/08</u>	<u>12/21/08</u>	<u>6/21/09</u>	<u>12/20/09</u>	<u>5/16/10</u>
\$995.00	\$1,010.00	\$1,020.00	\$1,035.00	\$1,045.00	\$1,055.00	\$1,065.00	\$1,075.00

**B. RELIEF DEPARTMENT MANAGERS:**

1. Present full-time employees that have relieved in the past will receive the difference between their weekly rate of pay and \$865.00 per week. If employees that relieve make at or above \$865.00 per week they shall receive a premium of \$10.00 per week.

2. New full-time employees and those present full-time employees that have never relieved before will receive the difference between their weekly rate of pay and \$775.00 per week, effective 6/20/04 this rate will increase to \$825.00 per week. If employees that relieve make at or above these rates they shall receive a premium of \$10.00 per week.

3. Part-time employees who never relieved a Department Manager prior to June 20, 1998 shall receive a minimum rate of \$650.00 per week for five (5) days, forty (40) hours, for each week of relief.

**C. PREMIUMS**

The following premiums shall be included in regular wages for the purpose of determining overtime rates:

1. Full-time Frozen Food First Clerk  
One (1) employee per store appointed Frozen Food First Clerk shall receive a premium of \$25.00 per week.
2. Full-time Head Bookkeeper  
One (1) employee per store appointed Head Bookkeeper shall receive a premium of \$15.00 per week.
3. Part-time Bookkeeper  
One (1) employee per store appointed Bookkeeper shall receive a premium of \$0.25 per hour.
4. Full-time Horticulture Clerk  
One (1) employee per store appointed Horticulture Clerk shall receive a premium of \$5.00 per week.
5. Full-time Price Integrity Coordinator  
One (1) employee per store appointed Price Integrity Coordinator shall receive a premium of \$10.00 per week.

**D. NIGHT CREW:**

Full-time night crew clerks and chiefs shall receive ten (10%) percent per week above their regular applicable progression scale or wage, except that such employees hired or appointed on or after June 19, 1988 shall receive no more than fifty (\$50.00) dollars per week. Part time employees who work on a night shift from 12:00 A.M. midnight to 8:00 A.M. shall receive ten (10%) percent per week above their regular applicable progression scale or wage. A Saturday Night Crew employee who is scheduled to work eight (8) hours into Sunday may voluntarily work for a period of four (4) hours. In order to do this, the employee must sign a waiver of his right to work the eight (8) hours indicating that he is voluntarily working the four (4) hours and will only be paid for the four (4) hours worked.

**E. WEEKLY ACROSS-THE-BOARD INCREASES AND WAGE PROGRESSIONS FOR FULL-TIME CLERKS ON THE PAYROLL JUNE 24, 2006:**

**1. Wage Increases**

**EFFECTIVE:**

Full-time	6/25/06	12/24/06	6/24/07	12/23/07	6/22/08	12/21/08	6/21/09	12/20/09	5/16/10
Clerks	\$25.00		\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	

**2. Wage Progressions**

**EFFECTIVE:**

Present	6/25/06	12/24/06	6/24/07	12/23/07	6/22/08	12/21/08	6/21/09	12/20/09	5/16/10
\$925	\$950		\$960	\$970	\$980	\$990	\$1,000	\$1,010	
\$920	\$945		\$955	\$965	\$975	\$985	\$995	\$1,005	\$1,010
\$915	\$940		\$950	\$960	\$970	\$980	\$990	\$1,000	\$1,010
\$910	\$935		\$945	\$955	\$965	\$975	\$985	\$995	\$1,010
\$905	\$930		\$940	\$950	\$960	\$970	\$980	\$990	\$1,010
\$900	\$925		\$935	\$945	\$955	\$965	\$975	\$985	\$990
\$895	\$920		\$930	\$940	\$950	\$960	\$970	\$980	\$990
\$890	\$915		\$925	\$935	\$945	\$955	\$965	\$975	\$990
\$885	\$910		\$920	\$930	\$940	\$950	\$960	\$970	\$990
\$880	\$905		\$915	\$925	\$935	\$945	\$955	\$965	\$970
\$875	\$900		\$910	\$920	\$930	\$940	\$950	\$960	\$970
\$870	\$895		\$905	\$915	\$925	\$935	\$945	\$955	\$970
\$865	\$890		\$900	\$910	\$920	\$930	\$940	\$950	\$970
\$860	\$885		\$895	\$905	\$915	\$925	\$935	\$945	\$950
\$855	\$880		\$890	\$900	\$910	\$920	\$930	\$940	\$950
\$850	\$875		\$885	\$895	\$905	\$915	\$925	\$935	\$950
\$845	\$870		\$880	\$890	\$900	\$910	\$920	\$930	\$950
\$840	\$865		\$875	\$885	\$895	\$905	\$915	\$925	\$950
\$835	\$860		\$870	\$880	\$890	\$900	\$910	\$920	\$925
\$830	\$855		\$865	\$875	\$885	\$895	\$905	\$915	\$925
\$825	\$850		\$860	\$870	\$880	\$890	\$900	\$910	\$925
\$820	\$845		\$855	\$865	\$875	\$885	\$895	\$905	\$925
\$815	\$840		\$850	\$860	\$870	\$880	\$890	\$900	\$925
\$810	\$835		\$845	\$855	\$865	\$875	\$885	\$895	\$900
\$805	\$830		\$840	\$850	\$860	\$870	\$880	\$890	\$900
\$800	\$825		\$835	\$845	\$855	\$865	\$875	\$885	\$900
\$795	\$820		\$830	\$840	\$850	\$860	\$870	\$880	\$900
\$790	\$815		\$825	\$835	\$845	\$855	\$865	\$875	\$900
\$785	\$810		\$820	\$830	\$840	\$850	\$860	\$870	\$875
\$780	\$805		\$815	\$825	\$835	\$845	\$855	\$865	\$875
\$775	\$800		\$810	\$820	\$830	\$840	\$850	\$860	\$875
\$770	\$795		\$805	\$815	\$825	\$835	\$845	\$855	\$875
\$765	\$790		\$800	\$810	\$820	\$830	\$840	\$850	\$875
\$760	\$785		\$795	\$805	\$815	\$825	\$835	\$845	\$850
\$755	\$780		\$790	\$800	\$810	\$820	\$830	\$840	\$850
\$750	\$775		\$785	\$795	\$805	\$815	\$825	\$835	\$850

Present	6/25/06	12/24/06	6/24/07	12/23/07	6/22/08	12/21/08	6/21/09	12/20/09	5/16/10
\$745	\$770		\$780	\$790	\$800	\$810	\$820	\$830	\$850
\$740	\$765		\$775	\$785	\$795	\$805	\$815	\$825	\$850
\$735	\$760		\$770	\$780	\$790	\$800	\$810	\$820	\$825
\$730	\$755		\$765	\$775	\$785	\$795	\$805	\$815	\$825
\$725	\$750		\$760	\$770	\$780	\$790	\$800	\$810	\$825
\$720	\$745		\$755	\$765	\$775	\$785	\$795	\$805	\$825
\$715	\$740		\$750	\$760	\$770	\$780	\$790	\$800	\$825
\$710	\$735		\$745	\$755	\$765	\$775	\$785	\$795	\$800
\$705	\$730		\$740	\$750	\$760	\$770	\$780	\$790	\$800
\$700	\$725		\$735	\$745	\$755	\$765	\$775	\$785	\$800
\$695	\$720		\$730	\$740	\$750	\$760	\$770	\$780	\$800
\$690	\$715		\$725	\$735	\$745	\$755	\$765	\$775	\$800
\$685	\$710		\$720	\$730	\$740	\$750	\$760	\$770	\$775
\$680	\$705		\$715	\$725	\$735	\$745	\$755	\$765	\$775
\$675	\$700		\$710	\$720	\$730	\$740	\$750	\$760	\$775
\$670	\$695		\$705	\$715	\$725	\$735	\$745	\$755	\$775
\$665	\$690		\$700	\$710	\$720	\$730	\$740	\$750	\$775
\$660	\$685		\$695	\$705	\$715	\$725	\$735	\$745	\$750
\$655	\$680		\$690	\$700	\$710	\$720	\$730	\$740	\$750
\$650	\$675		\$685	\$695	\$705	\$715	\$725	\$735	\$750
\$645	\$670		\$680	\$690	\$700	\$710	\$720	\$730	\$750
\$640	\$665		\$675	\$685	\$695	\$705	\$715	\$725	\$750
\$635	\$660		\$670	\$680	\$690	\$700	\$710	\$720	\$725
\$630	\$655		\$665	\$675	\$685	\$695	\$705	\$715	\$725
\$625	\$650		\$660	\$670	\$680	\$690	\$700	\$710	\$725
\$620	\$645		\$655	\$665	\$675	\$685	\$695	\$705	\$725
\$615	\$640		\$650	\$660	\$670	\$680	\$690	\$700	\$725
\$610	\$635		\$645	\$655	\$665	\$675	\$685	\$695	\$700
\$605	\$630		\$640	\$650	\$660	\$670	\$680	\$690	\$700
\$600	\$625		\$635	\$645	\$655	\$665	\$675	\$685	\$700
\$595	\$620		\$630	\$640	\$650	\$660	\$670	\$680	\$700
\$590	\$615		\$625	\$635	\$645	\$655	\$665	\$675	\$700
\$585	\$610		\$620	\$630	\$640	\$650	\$660	\$670	\$675
\$580	\$605		\$615	\$625	\$635	\$645	\$655	\$665	\$675
\$575	\$600		\$610	\$620	\$630	\$640	\$650	\$660	\$675
\$570	\$595		\$605	\$615	\$625	\$635	\$645	\$655	\$675
\$565	\$590		\$600	\$610	\$620	\$630	\$640	\$650	\$675
\$560	\$585		\$595	\$605	\$615	\$625	\$635	\$645	\$650
\$555	\$580		\$590	\$600	\$610	\$620	\$630	\$640	\$650
\$550	\$575		\$585	\$595	\$605	\$615	\$625	\$635	\$650
\$545	\$570		\$580	\$590	\$600	\$610	\$620	\$630	\$650
\$540	\$565		\$575	\$585	\$595	\$605	\$615	\$625	\$650
\$535	\$560		\$570	\$580	\$590	\$600	\$610	\$620	\$625
\$530	\$555		\$565	\$575	\$585	\$595	\$605	\$615	\$625
\$525	\$550		\$560	\$570	\$580	\$590	\$600	\$610	\$625
\$520	\$545		\$555	\$565	\$575	\$585	\$595	\$605	\$625
\$515	\$540		\$550	\$560	\$570	\$580	\$590	\$600	\$625
\$510	\$535		\$545	\$555	\$565	\$575	\$585	\$595	\$600
\$505	\$530		\$540	\$550	\$560	\$570	\$580	\$590	\$600
\$500	\$525		\$535	\$545	\$555	\$565	\$575	\$585	\$600
\$495	\$520		\$530	\$540	\$550	\$560	\$570	\$580	\$600
\$490	\$515		\$525	\$535	\$545	\$555	\$565	\$575	\$600
\$485	\$510		\$520	\$530	\$540	\$550	\$560	\$570	\$575
\$480	\$505		\$515	\$525	\$535	\$545	\$555	\$570	\$575
\$475	\$500		\$510	\$520	\$530	\$540	\$550	\$570	\$575
\$470	\$495		\$505	\$515	\$525	\$535	\$550	\$570	\$575
\$465	\$490		\$500	\$510	\$520	\$530	\$550	\$570	\$575
\$460	\$485		\$495	\$505	\$515	\$530	\$550	\$570	\$575
\$455	\$480		\$490	\$500	\$510	\$530	\$550	\$570	\$575
\$450	\$475		\$485	\$495	\$510	\$530	\$550	\$570	\$575
\$445	\$470		\$480	\$490	\$510	\$530	\$550	\$570	\$575

Present	6/25/06	12/24/06	6/24/07	12/23/07	6/22/08	12/21/08	6/21/09	12/20/09	5/16/10
\$440	\$465		\$475	\$490	\$510	\$530	\$550	\$570	\$575
\$435	\$460		\$470	\$490	\$510	\$530	\$550	\$570	\$575
\$430	\$455		\$470	\$490	\$510	\$530	\$550	\$570	\$575
\$425	\$450		\$470	\$490	\$510	\$530	\$550	\$570	\$575
\$420	\$445	\$450	\$470	\$490	\$510	\$530	\$550	\$570	\$575
\$415	\$440	\$450	\$470	\$490	\$510	\$530	\$550	\$570	\$575

**F. HOURLY ACROSS-THE-BOARD INCREASES AND WAGE PROGRESSIONS FOR PART-TIME CLERKS**

**1. Wage Increases**

Positions	EFFECTIVE:								
	6/25/06	12/24/06	6/24/07	12/23/07	6/22/08	12/21/08	6/21/09	12/20/09	5/16/10
Clerks	\$0.35		\$0.20	\$0.15	\$0.20	\$0.15	\$0.20	\$0.15	

**2. Wage Progressions**

Present	EFFECTIVE:								
	6/25/06	12/24/06	6/24/07	12/23/07	6/22/08	12/21/08	6/21/09	12/20/09	5/16/10
\$15.65	\$16.00		\$16.20	\$16.35	\$16.55	\$16.70	\$16.90	\$17.05	
\$15.60	\$15.95		\$16.15	\$16.30	\$16.50	\$16.65	\$16.85	\$17.00	\$17.05
\$15.55	\$15.90		\$16.10	\$16.25	\$16.45	\$16.60	\$16.80	\$16.95	\$17.05
\$15.50	\$15.85		\$16.05	\$16.20	\$16.40	\$16.55	\$16.75	\$16.90	\$17.05
\$15.45	\$15.80		\$16.00	\$16.15	\$16.35	\$16.50	\$16.70	\$16.85	\$17.05
\$15.40	\$15.75		\$15.95	\$16.10	\$16.30	\$16.45	\$16.65	\$16.80	\$17.05
\$15.35	\$15.70		\$15.90	\$16.05	\$16.25	\$16.40	\$16.60	\$16.75	\$17.05
\$15.30	\$15.65		\$15.85	\$16.00	\$16.20	\$16.35	\$16.55	\$16.70	\$16.75
\$15.25	\$15.60		\$15.80	\$15.95	\$16.15	\$16.30	\$16.50	\$16.65	\$16.75
\$15.20	\$15.55		\$15.75	\$15.90	\$16.10	\$16.25	\$16.45	\$16.60	\$16.75
\$15.15	\$15.50		\$15.70	\$15.85	\$16.05	\$16.20	\$16.40	\$16.55	\$16.75
\$15.10	\$15.45		\$15.65	\$15.80	\$16.00	\$16.15	\$16.35	\$16.50	\$16.75
\$15.05	\$15.40		\$15.60	\$15.75	\$15.95	\$16.10	\$16.30	\$16.45	\$16.50
\$15.00	\$15.35		\$15.55	\$15.70	\$15.90	\$16.05	\$16.25	\$16.40	\$16.50
\$14.95	\$15.30		\$15.50	\$15.65	\$15.85	\$16.00	\$16.20	\$16.35	\$16.50
\$14.90	\$15.25		\$15.45	\$15.60	\$15.80	\$15.95	\$16.15	\$16.30	\$16.50
\$14.85	\$15.20		\$15.40	\$15.55	\$15.75	\$15.90	\$16.10	\$16.25	\$16.50
\$14.80	\$15.15		\$15.35	\$15.50	\$15.70	\$15.85	\$16.05	\$16.20	\$16.25
\$14.75	\$15.10		\$15.30	\$15.45	\$15.65	\$15.80	\$16.00	\$16.15	\$16.25
\$14.70	\$15.05		\$15.25	\$15.40	\$15.60	\$15.75	\$15.95	\$16.10	\$16.25
\$14.65	\$15.00		\$15.20	\$15.35	\$15.55	\$15.70	\$15.90	\$16.05	\$16.25
\$14.60	\$14.95		\$15.15	\$15.30	\$15.50	\$15.65	\$15.85	\$16.00	\$16.25
\$14.55	\$14.90		\$15.10	\$15.25	\$15.45	\$15.60	\$15.80	\$15.95	\$16.00
\$14.50	\$14.85		\$15.05	\$15.20	\$15.40	\$15.55	\$15.75	\$15.90	\$16.00
\$14.45	\$14.80		\$15.00	\$15.15	\$15.35	\$15.50	\$15.70	\$15.85	\$16.00
\$14.40	\$14.75		\$14.95	\$15.10	\$15.30	\$15.45	\$15.65	\$15.80	\$16.00
\$14.35	\$14.70		\$14.90	\$15.05	\$15.25	\$15.40	\$15.60	\$15.75	\$16.00
\$14.30	\$14.65		\$14.85	\$15.00	\$15.20	\$15.35	\$15.55	\$15.70	\$15.75
\$14.25	\$14.60		\$14.80	\$14.95	\$15.15	\$15.30	\$15.50	\$15.65	\$15.75
\$14.20	\$14.55		\$14.75	\$14.90	\$15.10	\$15.25	\$15.45	\$15.60	\$15.75
\$14.15	\$14.50		\$14.70	\$14.85	\$15.05	\$15.20	\$15.40	\$15.55	\$15.75
\$14.10	\$14.45		\$14.65	\$14.80	\$15.00	\$15.15	\$15.35	\$15.50	\$15.75
\$14.05	\$14.40		\$14.60	\$14.75	\$14.95	\$15.10	\$15.30	\$15.45	\$15.50
\$14.00	\$14.35		\$14.55	\$14.70	\$14.90	\$15.05	\$15.25	\$15.40	\$15.50
\$13.95	\$14.30		\$14.50	\$14.65	\$14.85	\$15.00	\$15.20	\$15.35	\$15.50
\$13.90	\$14.25		\$14.45	\$14.60	\$14.80	\$14.95	\$15.15	\$15.30	\$15.50
\$13.85	\$14.20		\$14.40	\$14.55	\$14.75	\$14.90	\$15.10	\$15.25	\$15.50
\$13.80	\$14.15		\$14.35	\$14.50	\$14.70	\$14.85	\$15.05	\$15.20	\$15.25
\$13.75	\$14.10		\$14.30	\$14.45	\$14.65	\$14.80	\$15.00	\$15.15	\$15.25
\$13.70	\$14.05		\$14.25	\$14.40	\$14.60	\$14.75	\$14.95	\$15.10	\$15.25
\$13.65	\$14.00		\$14.20	\$14.35	\$14.55	\$14.70	\$14.90	\$15.05	\$15.25
\$13.60	\$13.95		\$14.15	\$14.30	\$14.50	\$14.65	\$14.85	\$15.00	\$15.25
\$13.55	\$13.90		\$14.10	\$14.25	\$14.45	\$14.60	\$14.80	\$14.95	\$15.00

Present	6/25/06	12/24/06	6/24/07	12/23/07	6/22/08	12/21/08	6/21/09	12/20/09	5/16/10
\$13.50	\$13.85		\$14.05	\$14.20	\$14.40	\$14.55	\$14.75	\$14.90	\$15.00
\$13.45	\$13.80		\$14.00	\$14.15	\$14.35	\$14.50	\$14.70	\$14.85	\$15.00
\$13.40	\$13.75		\$13.95	\$14.10	\$14.30	\$14.45	\$14.65	\$14.80	\$15.00
\$13.35	\$13.70		\$13.90	\$14.05	\$14.25	\$14.40	\$14.60	\$14.75	\$15.00
\$13.30	\$13.65		\$13.85	\$14.00	\$14.20	\$14.35	\$14.55	\$14.70	\$14.75
\$13.25	\$13.60		\$13.80	\$13.95	\$14.15	\$14.30	\$14.50	\$14.65	\$14.75
\$13.20	\$13.55		\$13.75	\$13.90	\$14.10	\$14.25	\$14.45	\$14.60	\$14.75
\$13.15	\$13.50		\$13.70	\$13.85	\$14.05	\$14.20	\$14.40	\$14.55	\$14.75
\$13.10	\$13.45		\$13.65	\$13.80	\$14.00	\$14.15	\$14.35	\$14.50	\$14.75
\$13.05	\$13.40		\$13.60	\$13.75	\$13.95	\$14.10	\$14.30	\$14.45	\$14.50
\$13.00	\$13.35		\$13.55	\$13.70	\$13.90	\$14.05	\$14.25	\$14.40	\$14.50
\$12.95	\$13.30		\$13.50	\$13.65	\$13.85	\$14.00	\$14.20	\$14.35	\$14.50
\$12.90	\$13.25		\$13.45	\$13.60	\$13.80	\$13.95	\$14.15	\$14.30	\$14.50
\$12.85	\$13.20		\$13.40	\$13.55	\$13.75	\$13.90	\$14.10	\$14.25	\$14.50
\$12.80	\$13.15		\$13.35	\$13.50	\$13.70	\$13.85	\$14.05	\$14.20	\$14.25
\$12.75	\$13.10		\$13.30	\$13.45	\$13.65	\$13.80	\$14.00	\$14.15	\$14.25
\$12.70	\$13.05		\$13.25	\$13.40	\$13.60	\$13.75	\$13.95	\$14.10	\$14.25
\$12.65	\$13.00		\$13.20	\$13.35	\$13.55	\$13.70	\$13.90	\$14.05	\$14.25
\$12.60	\$12.95		\$13.15	\$13.30	\$13.50	\$13.65	\$13.85	\$14.00	\$14.25
\$12.55	\$12.90		\$13.10	\$13.25	\$13.45	\$13.60	\$13.80	\$13.95	\$14.00
\$12.50	\$12.85		\$13.05	\$13.20	\$13.40	\$13.55	\$13.75	\$13.90	\$14.00
\$12.45	\$12.80		\$13.00	\$13.15	\$13.35	\$13.50	\$13.70	\$13.85	\$14.00
\$12.40	\$12.75		\$12.95	\$13.10	\$13.30	\$13.45	\$13.65	\$13.80	\$14.00
\$12.35	\$12.70		\$12.90	\$13.05	\$13.25	\$13.40	\$13.60	\$13.75	\$14.00
\$12.30	\$12.65		\$12.85	\$13.00	\$13.20	\$13.35	\$13.55	\$13.70	\$13.75
\$12.25	\$12.60		\$12.80	\$12.95	\$13.15	\$13.30	\$13.50	\$13.65	\$13.75
\$12.20	\$12.55		\$12.75	\$12.90	\$13.10	\$13.25	\$13.45	\$13.60	\$13.75
\$12.15	\$12.50		\$12.70	\$12.85	\$13.05	\$13.20	\$13.40	\$13.55	\$13.75
\$12.10	\$12.45		\$12.65	\$12.80	\$13.00	\$13.15	\$13.35	\$13.50	\$13.75
\$12.05	\$12.40		\$12.60	\$12.75	\$12.95	\$13.10	\$13.30	\$13.45	\$13.50
\$12.00	\$12.35		\$12.55	\$12.70	\$12.90	\$13.05	\$13.25	\$13.40	\$13.50
\$11.95	\$12.30		\$12.50	\$12.65	\$12.85	\$13.00	\$13.20	\$13.35	\$13.50
\$11.90	\$12.25		\$12.45	\$12.60	\$12.80	\$12.95	\$13.15	\$13.30	\$13.50
\$11.85	\$12.20		\$12.40	\$12.55	\$12.75	\$12.90	\$13.10	\$13.25	\$13.50
\$11.80	\$12.15		\$12.35	\$12.50	\$12.70	\$12.85	\$13.05	\$13.20	\$13.25
\$11.75	\$12.10		\$12.30	\$12.45	\$12.65	\$12.80	\$13.00	\$13.15	\$13.25
\$11.70	\$12.05		\$12.25	\$12.40	\$12.60	\$12.75	\$12.95	\$13.10	\$13.25
\$11.65	\$12.00		\$12.20	\$12.35	\$12.55	\$12.70	\$12.90	\$13.05	\$13.25
\$11.60	\$11.95		\$12.15	\$12.30	\$12.50	\$12.65	\$12.85	\$13.00	\$13.25
\$11.55	\$11.90		\$12.10	\$12.25	\$12.45	\$12.60	\$12.80	\$12.95	\$13.00
\$11.50	\$11.85		\$12.05	\$12.20	\$12.40	\$12.55	\$12.75	\$12.90	\$13.00
\$11.45	\$11.80		\$12.00	\$12.15	\$12.35	\$12.50	\$12.70	\$12.85	\$13.00
\$11.40	\$11.75		\$11.95	\$12.10	\$12.30	\$12.45	\$12.65	\$12.80	\$13.00
\$11.35	\$11.70		\$11.90	\$12.05	\$12.25	\$12.40	\$12.60	\$12.75	\$13.00
\$11.30	\$11.65		\$11.85	\$12.00	\$12.20	\$12.35	\$12.55	\$12.70	\$12.75
\$11.25	\$11.60		\$11.80	\$11.95	\$12.15	\$12.30	\$12.50	\$12.65	\$12.75
\$11.20	\$11.55		\$11.75	\$11.90	\$12.10	\$12.25	\$12.45	\$12.60	\$12.75
\$11.15	\$11.50		\$11.70	\$11.85	\$12.05	\$12.20	\$12.40	\$12.55	\$12.75
\$11.10	\$11.45		\$11.65	\$11.80	\$12.00	\$12.15	\$12.35	\$12.50	\$12.75
\$11.05	\$11.40		\$11.60	\$11.75	\$11.95	\$12.10	\$12.30	\$12.45	\$12.50
\$11.00	\$11.35		\$11.55	\$11.70	\$11.90	\$12.05	\$12.25	\$12.40	\$12.50
\$10.95	\$11.30		\$11.50	\$11.65	\$11.85	\$12.00	\$12.20	\$12.35	\$12.50
\$10.90	\$11.25		\$11.45	\$11.60	\$11.80	\$11.95	\$12.15	\$12.30	\$12.50
\$10.85	\$11.20		\$11.40	\$11.55	\$11.75	\$11.90	\$12.10	\$12.25	\$12.50
\$10.80	\$11.15		\$11.35	\$11.50	\$11.70	\$11.85	\$12.05	\$12.20	\$12.25
\$10.75	\$11.10		\$11.30	\$11.45	\$11.65	\$11.80	\$12.00	\$12.15	\$12.25
\$10.70	\$11.05		\$11.25	\$11.40	\$11.60	\$11.75	\$11.95	\$12.10	\$12.25
\$10.65	\$11.00		\$11.20	\$11.35	\$11.55	\$11.70	\$11.90	\$12.05	\$12.25
\$10.60	\$10.95		\$11.15	\$11.30	\$11.50	\$11.65	\$11.85	\$12.00	\$12.25
\$10.55	\$10.90		\$11.10	\$11.25	\$11.45	\$11.60	\$11.80	\$11.95	\$12.00
\$10.50	\$10.85		\$11.05	\$11.20	\$11.40	\$11.55	\$11.75	\$11.90	\$12.00

Present	6/25/06	12/24/06	6/24/07	12/23/07	6/22/08	12/21/08	6/21/09	12/20/09	5/16/10
\$10.45	\$10.80		\$11.00	\$11.15	\$11.35	\$11.50	\$11.70	\$11.85	\$12.00
\$10.40	\$10.75		\$10.95	\$11.10	\$11.30	\$11.45	\$11.65	\$11.80	\$12.00
\$10.35	\$10.70		\$10.90	\$11.05	\$11.25	\$11.40	\$11.60	\$11.75	\$12.00
\$10.30	\$10.65		\$10.85	\$11.00	\$11.20	\$11.35	\$11.55	\$11.70	\$11.75
\$10.25	\$10.60		\$10.80	\$10.95	\$11.15	\$11.30	\$11.50	\$11.65	\$11.75
\$10.20	\$10.55		\$10.75	\$10.90	\$11.10	\$11.25	\$11.45	\$11.60	\$11.75
\$10.15	\$10.50		\$10.70	\$10.85	\$11.05	\$11.20	\$11.40	\$11.55	\$11.75
\$10.10	\$10.45		\$10.65	\$10.80	\$11.00	\$11.15	\$11.35	\$11.50	\$11.75
\$10.05	\$10.40		\$10.60	\$10.75	\$10.95	\$11.10	\$11.30	\$11.45	\$11.50
\$10.00	\$10.35		\$10.55	\$10.70	\$10.90	\$11.05	\$11.25	\$11.40	\$11.50
\$9.95	\$10.30		\$10.50	\$10.65	\$10.85	\$11.00	\$11.20	\$11.35	\$11.50
\$9.90	\$10.25		\$10.45	\$10.60	\$10.80	\$10.95	\$11.15	\$11.30	\$11.50
\$9.85	\$10.20		\$10.40	\$10.55	\$10.75	\$10.90	\$11.10	\$11.25	\$11.50
\$9.80	\$10.15		\$10.35	\$10.50	\$10.70	\$10.85	\$11.05	\$11.20	\$11.25
\$9.75	\$10.10		\$10.30	\$10.45	\$10.65	\$10.80	\$11.00	\$11.15	\$11.25
\$9.70	\$10.05		\$10.25	\$10.40	\$10.60	\$10.75	\$10.95	\$11.10	\$11.25
\$9.65	\$10.00		\$10.20	\$10.35	\$10.55	\$10.70	\$10.90	\$11.05	\$11.25
\$9.60	\$9.95		\$10.15	\$10.30	\$10.50	\$10.65	\$10.85	\$11.00	\$11.25
\$9.55	\$9.90		\$10.10	\$10.25	\$10.45	\$10.60	\$10.80	\$10.95	\$11.00
\$9.50	\$9.85		\$10.05	\$10.20	\$10.40	\$10.55	\$10.75	\$10.90	\$11.00
\$9.45	\$9.80		\$10.00	\$10.15	\$10.35	\$10.50	\$10.70	\$10.85	\$11.00
\$9.40	\$9.75		\$9.95	\$10.10	\$10.30	\$10.45	\$10.65	\$10.80	\$11.00
\$9.35	\$9.70		\$9.90	\$10.05	\$10.25	\$10.40	\$10.60	\$10.75	\$11.00
\$9.30	\$9.65		\$9.85	\$10.00	\$10.20	\$10.35	\$10.55	\$10.70	\$10.75
\$9.25	\$9.60		\$9.80	\$9.95	\$10.15	\$10.30	\$10.50	\$10.65	\$10.75
\$9.20	\$9.55		\$9.75	\$9.90	\$10.10	\$10.25	\$10.45	\$10.60	\$10.75
\$9.15	\$9.50		\$9.70	\$9.85	\$10.05	\$10.20	\$10.40	\$10.55	\$10.75
\$9.10	\$9.45		\$9.65	\$9.80	\$10.00	\$10.15	\$10.35	\$10.50	\$10.75
\$9.05	\$9.40		\$9.60	\$9.75	\$9.95	\$10.10	\$10.30	\$10.45	\$10.50
\$9.00	\$9.35		\$9.55	\$9.70	\$9.90	\$10.05	\$10.25	\$10.40	\$10.50
\$8.95	\$9.30		\$9.50	\$9.65	\$9.85	\$10.00	\$10.20	\$10.35	\$10.50
\$8.90	\$9.25		\$9.45	\$9.60	\$9.80	\$9.95	\$10.15	\$10.30	\$10.50
\$8.85	\$9.20		\$9.40	\$9.55	\$9.75	\$9.90	\$10.10	\$10.25	\$10.50
\$8.80	\$9.15		\$9.35	\$9.50	\$9.70	\$9.85	\$10.05	\$10.20	\$10.25
\$8.75	\$9.10		\$9.30	\$9.45	\$9.65	\$9.80	\$10.00	\$10.15	\$10.25
\$8.70	\$9.05		\$9.25	\$9.40	\$9.60	\$9.75	\$9.95	\$10.10	\$10.25
\$8.65	\$9.00		\$9.20	\$9.35	\$9.55	\$9.70	\$9.90	\$10.05	\$10.25
\$8.60	\$8.95		\$9.15	\$9.30	\$9.50	\$9.65	\$9.85	\$10.00	\$10.25
\$8.55	\$8.90		\$9.10	\$9.25	\$9.45	\$9.60	\$9.80	\$9.95	\$10.00
\$8.50	\$8.85		\$9.05	\$9.20	\$9.40	\$9.55	\$9.75	\$9.90	\$10.00
\$8.45	\$8.80		\$9.00	\$9.15	\$9.35	\$9.50	\$9.70	\$9.85	\$10.00
\$8.40	\$8.75		\$8.95	\$9.10	\$9.30	\$9.45	\$9.65	\$9.80	\$10.00
\$8.35	\$8.70		\$8.90	\$9.05	\$9.25	\$9.40	\$9.60	\$9.75	\$10.00
\$8.30	\$8.65		\$8.85	\$9.00	\$9.20	\$9.35	\$9.55	\$9.70	\$9.75
\$8.25	\$8.60		\$8.80	\$8.95	\$9.15	\$9.30	\$9.50	\$9.65	\$9.75
\$8.20	\$8.55		\$8.75	\$8.90	\$9.10	\$9.25	\$9.45	\$9.60	\$9.75
\$8.15	\$8.50		\$8.70	\$8.85	\$9.05	\$9.20	\$9.40	\$9.55	\$9.75
\$8.10	\$8.45		\$8.65	\$8.80	\$9.00	\$9.15	\$9.35	\$9.50	\$9.75
\$8.05	\$8.40		\$8.60	\$8.75	\$8.95	\$9.10	\$9.30	\$9.45	\$9.50
\$8.00	\$8.35		\$8.55	\$8.70	\$8.90	\$9.05	\$9.25	\$9.40	\$9.50
\$7.95	\$8.30		\$8.50	\$8.65	\$8.85	\$9.00	\$9.20	\$9.35	\$9.50
\$7.90	\$8.25		\$8.45	\$8.60	\$8.80	\$8.95	\$9.15	\$9.30	\$9.50
\$7.85	\$8.20		\$8.40	\$8.55	\$8.75	\$8.90	\$9.10	\$9.25	\$9.50
\$7.80	\$8.15		\$8.35	\$8.50	\$8.70	\$8.85	\$9.10	\$9.25	\$9.50
\$7.75	\$8.10		\$8.30	\$8.45	\$8.65	\$8.80	\$9.10	\$9.25	\$9.50
\$7.70	\$8.05		\$8.25	\$8.40	\$8.60	\$8.75	\$9.10	\$9.25	\$9.50
\$7.65	\$8.00		\$8.20	\$8.35	\$8.60	\$8.75	\$9.10	\$9.25	\$9.50
\$7.60	\$7.95		\$8.15	\$8.30	\$8.60	\$8.75	\$9.10	\$9.25	\$9.50
\$7.55	\$7.90		\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.50
\$7.50	\$7.85		\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.45	\$7.80		\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.40	\$7.75		\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35

Present	6/25/06	12/24/06	6/24/07	12/23/07	6/22/08	12/21/08	6/21/09	12/20/09	5/16/10
\$7.35	\$7.70	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.30	\$7.65	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.25	\$7.60	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.20	\$7.55	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.15	\$7.50	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.10	\$7.45	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.05	\$7.40	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.00	\$7.35	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35

**G. WEEKLY ACROSS THE BOARD INCREASES AND WAGE PROGRESSIONS FOR FULL TIME PORTERS ON THE PAYROLL, JUNE 24, 2006:**

**1. Wage Increases**

EFFECTIVE:

Full-time	6/25/06	12/24/06	6/24/07	12/23/07	6/22/08	12/21/08	6/21/09	12/20/09	5/16/10
Porters	\$10.00		\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	

**2. Wage Progressions**

EFFECTIVE:

Present	6/25/06	12/24/06	6/24/07	12/23/07	6/22/08	12/21/08	6/21/09	12/20/09	5/16/10
\$695	\$705		\$715	\$725	\$735	\$745	\$755	\$765	
\$690	\$700		\$710	\$720	\$730	\$740	\$750	\$760	\$765
\$685	\$695		\$705	\$715	\$725	\$735	\$745	\$755	\$765
\$680	\$690		\$700	\$710	\$720	\$730	\$740	\$750	\$765
\$675	\$685		\$695	\$705	\$715	\$725	\$735	\$745	\$750
\$670	\$680		\$690	\$700	\$710	\$720	\$730	\$740	\$750
\$665	\$675		\$685	\$695	\$705	\$715	\$725	\$735	\$750
\$660	\$670		\$680	\$690	\$700	\$710	\$720	\$730	\$750
\$655	\$665		\$675	\$685	\$695	\$705	\$715	\$725	\$750
\$650	\$660		\$670	\$680	\$690	\$700	\$710	\$720	\$725
\$645	\$655		\$665	\$675	\$685	\$695	\$705	\$715	\$725
\$640	\$650		\$660	\$670	\$680	\$690	\$700	\$710	\$725
\$635	\$645		\$655	\$665	\$675	\$685	\$695	\$705	\$725
\$630	\$640		\$650	\$660	\$670	\$680	\$690	\$700	\$725
\$625	\$635		\$645	\$655	\$665	\$675	\$685	\$695	\$700
\$620	\$630		\$640	\$650	\$660	\$670	\$680	\$690	\$700
\$615	\$625		\$635	\$645	\$655	\$665	\$675	\$685	\$700
\$610	\$620		\$630	\$640	\$650	\$660	\$670	\$680	\$700
\$605	\$615		\$625	\$635	\$645	\$655	\$665	\$675	\$700
\$600	\$610		\$620	\$630	\$640	\$650	\$660	\$670	\$675
\$595	\$605		\$615	\$625	\$635	\$645	\$655	\$665	\$675
\$590	\$600		\$610	\$620	\$630	\$640	\$650	\$660	\$675
\$585	\$595		\$605	\$615	\$625	\$635	\$645	\$655	\$675
\$580	\$590		\$600	\$610	\$620	\$630	\$640	\$650	\$675
\$575	\$585		\$595	\$605	\$615	\$625	\$635	\$645	\$650
\$570	\$580		\$590	\$600	\$610	\$620	\$630	\$640	\$650
\$565	\$575		\$585	\$595	\$605	\$615	\$625	\$635	\$650
\$560	\$570		\$580	\$590	\$600	\$610	\$620	\$630	\$650
\$555	\$565		\$575	\$585	\$595	\$605	\$615	\$625	\$650
\$550	\$560		\$570	\$580	\$590	\$600	\$610	\$620	\$625
\$545	\$555		\$565	\$575	\$585	\$595	\$605	\$615	\$625
\$540	\$550		\$560	\$570	\$580	\$590	\$600	\$610	\$625
\$535	\$545		\$555	\$565	\$575	\$585	\$595	\$605	\$625
\$530	\$540		\$550	\$560	\$570	\$580	\$590	\$600	\$625
\$525	\$535		\$545	\$555	\$565	\$575	\$585	\$595	\$600
\$520	\$530		\$540	\$550	\$560	\$570	\$580	\$590	\$600
\$515	\$525		\$535	\$545	\$555	\$565	\$575	\$585	\$600
\$510	\$520		\$530	\$540	\$550	\$560	\$570	\$580	\$600
\$505	\$515		\$525	\$535	\$545	\$555	\$565	\$575	\$600
\$500	\$510		\$520	\$530	\$540	\$550	\$560	\$570	\$575



1. Part time Clerks and Porters hired on or after June 25, 2006 shall not receive the general across the board wage increases. However, an employee who reaches the top of the progression scale during the term of the Agreement as a result of having been hired above the minimum shall be eligible to receive the across the board increases on June 24, 2007, December 23, 2007, June 22, 2008, December 21, 2008, June 21, 2009 and December 20, 2009, if applicable, provided that in no event shall such employee exceed the top clerks' rate of pay.

2. All new part time Clerks and Porters hired at or above the minimum thirty (30) day rate, in any event, shall receive a minimum wage increase of twenty five (\$.25) cents per hour after thirty (30) days' employment and, thereafter, an additional twenty five (\$.25) cents per hour after the completion of each six (6) months of employment from the date of hire, provided that in no event shall such employee exceed the top clerks' rate of pay.

**J. COURTESY CLERK CLASSIFICATION IN STORES WITH MINIMUM WEEKLY VOLUME OF 300,000**

2. Hourly wage progressions for Courtesy Clerks hired on or after June 25, 2006.

	<u>Eff. 6/25/06</u>	<u>Eff. 1/1/07</u>
After 30 days	\$7.00	\$7.40

Thereafter, these Courtesy Clerks shall receive fifteen (\$.15) cent increases every six (6) months. Their duties shall include bagging, collecting shopping carts, cleaning, sweeping the store, packing out bags, magazines, candy and soda on check stands and all items for display by the check stands and putting away overstocks or throwbacks.

**K. WEEKLY WAGE PROGRESSIONS FOR FULL TIME PORTERS HIRED ON OR AFTER JUNE 25, 2006:**

	<u>Eff. 6/25/06</u>
After 30 days	\$365.00

Thereafter, these employees shall receive an increase of an additional fifteen (\$15.00) dollars per week after the completion of each six (6) months of employment from the date of hire.

1. Full time Porters hired or appointed on or after June 25, 2006 shall not receive the general across the board wage increases. However, an employee who reaches the top of the progression scale during the term of the Agreement as a result of having been hired above the minimum shall be eligible to receive the across the board increases on June 24, 2007, December 23, 2007, June 22, 2008, December 21, 2008, June 21, 2009 and December 20, 2009, if applicable, provided that in no event shall such employee exceed the top porters' rate of pay.

2. All new porters hired at or above the minimum thirty (30) day rate, in any event, shall receive a minimum wage increase of ten (\$ 10.00) dollars after thirty (30) days' employment and, thereafter, an additional fifteen (\$15.00) dollars per week after the completion of each six (6) months of employment from the date of hire, provided that in no event shall such employee exceed the top porters' rate of pay.

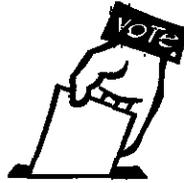
**L. MINIMUM WAGE LAWS:**

In the event of an increase in the State or Federal minimum wages, the Employer agrees that the thirty (30) day part time rate shall be twenty five (\$.25) cents above the applicable State or Federal minimum wage.



## **ABC - Active Ballot Club**

The ABC, the UFCW's Active Ballot Club, needs you and every other member to become politically active.



ABC works to elect people to public office who understand the needs of working men and women. ABC assists their campaigns and keeps them informed on the issues as organized labor sees them.

Today, there is a great need for labor to have a voice in political action. Help make sure our Union has that voice by joining ABC now.

Due to the many critical issues before Congress, state, city and local governments this year, it is important that we have sufficient funds to support our friends and defeat those candidates who do not support the working man and woman. We encourage all members to participate in the Active Ballot Club as a means of protecting our interests in the various governmental bodies and in the laws they pass that may affect our livelihood.

If you haven't already signed up, see your Union Representative or Service Representative. Sign up today!

Members employed by companies where there is no check-off will be able to purchase their ABC Membership Cards from their Union Representatives or Shop Stewards in the normal manner.

**Contributions of gifts to the  
UFCW Active Ballot Club are not  
deductible as charitable contributions for  
federal tax purposes.**

*Be Informed!!!*

**[www.UFCW1500.org](http://www.UFCW1500.org)**



# INVOLVED FOR VOICE IN THE WORKPLACE LOCAL 1500

## THE WEINGARTEN DECISION: KNOW YOUR RIGHTS!

In a recent case known as *N.L.R.B. vs. Weingarten*, the U.S. Supreme Court ruled you have the right to have your Union Representative present when you are interviewed by your employer, if you reasonably believe the interview may lead to disciplinary action.

### YOUR RIGHTS UNDER WEINGARTEN ARE:

1. You have the right to request the presence of a Union Representative or Shop Steward during any investigatory interview, with reasonable belief, that may result in disciplinary action.

2. You have the right **not** to be interviewed with your Union Representative or Shop Steward present.

3. Your Union Representative or Shop Steward may not set you apart from the interview in any way and cannot discuss your case.

### REMEMBER WEINGARTEN BEFORE YOU GIVE UP YOUR RIGHTS!

Locally  
Bruce W. Hall  
Local 1500

MEMBERS CAN CALL  
LOCAL 1500  
REGARDING ANY MATTER  
24 HOURS A DAY  
800-522-0456