

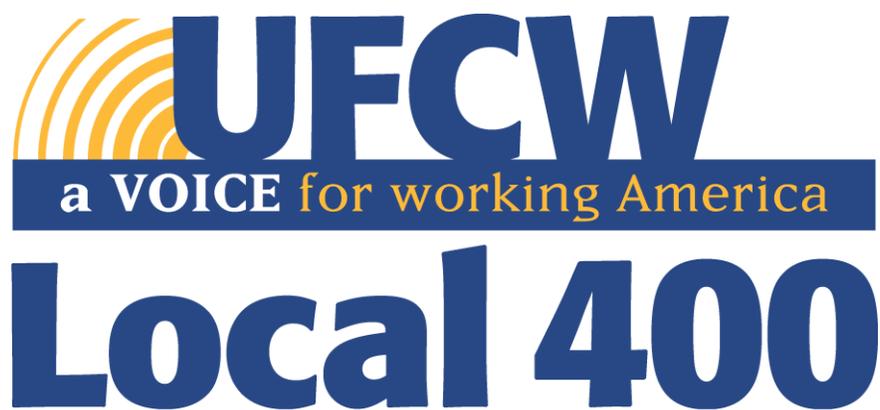
# **AGREEMENT**

THIS AGREEMENT, MADE BY AND BETWEEN

**LOCAL 400**

Chartered by the

United Food & Commercial Workers International Union



and

**SHOPPERS FOOD AND PHARMACY**

**Effective: July 6, 2008**

**Expiration: July 7, 2012**

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**AGREEMENT  
PARTIES TO AGREEMENT**

THIS AGREEMENT made and entered into this 8<sup>th</sup> day of July, 2008, between SHOPPERS FOOD AND PHARMACY, Washington, D.C. (hereinafter referred to as "Employer"), and UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 400, of Washington, D.C., chartered by the United Food and Commercial Workers International Union (hereinafter referred to as the "Union").

**WITNESSETH:**

WHEREAS, the Employer and the Union in the performance of this Agreement agree not to discriminate against any employee or applicant for employment because of race, color, religious creed, origin, age, disability, gender, sexual orientation or Union Activity; and

WHEREAS, the parties hereto desire to establish and maintain a mutual understanding to create harmonious relations between the Employer and the employees, and to abide by this Agreement to settle any and whatever dispute may arise between them, it is, therefore, by both parties understood and agreed that:

**ARTICLE 1  
Management Authority**

1.1 The authority and responsibility for management of the business including but not limited to the planning, direction and control of the work force shall repose exclusively in the Employer and its appointed representatives except as provided in this Agreement.

1.2 In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work within the Grocery Department, advance notice of such changes will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.

1.3 Should the Employer intend to substitute electronic checkout systems for existing equipment in any store, the Employer agrees to notify the Union in advance and to provide the Union a list of all employees regularly assigned to the store on the effective date of the utilization of said systems.

- a. Said employees shall not be reduced from full time to part time or removed from the Employer's payroll as a result of the installation of such a system
- b. Employees may continue to be transferred, assigned to other work, or laid off in accordance with the seniority provisions of this Agreement provided the layoff is for reasons other than installation of such a system.

## **ARTICLE 2**

### **Recognition**

2.1 The Employer recognizes the Union as the exclusive bargaining agency for all of its employees, (including Lottery Clerks) except Store Managers, in its retail food stores within a radius of twenty-five (25) miles of Washington, D.C. and Prince George's, Charles, St. Mary's, Calvert and Montgomery Counties, and in Anne Arundel County south of South River from Chesapeake Bay to State Highway #450, south of State Highway #450 from South River to Prince George's County in Maryland and the Commonwealth of Virginia.

2.2 The Employer further agrees that if the Employer should establish a new food store, or stores, within the territories described in Article II, paragraph 2.1, this Agreement shall apply to such new store or stores. In the event the Employer engages in Department or Discount type stores or food stores outside the Company's present service area of Northern Virginia (Arlington, Fairfax, Prince William and Loudoun Counties) and the Maryland locations referred to in Paragraph 2.1, the Employer and the Union shall negotiate as to the terms for wages, hours and working conditions for the employees working in such stores.

2.3 All meat, fish or poultry, fresh, chilled, frozen, cooked or smoked, historically or customarily offered for sale by the Employer in its retail meat departments in the area covered under Article II, Paragraph 2.1, shall be within the jurisdiction of the United Food & Commercial Workers, Local 400, and all employees engaged in these services shall be members of the United Food and Commercial Workers Union. Items referred to, processed off the premises, will continue to be handled by said members.

1. The Employer further agrees that all fresh meat products will be cut, packaged, prepared and sold by the employee in the store covered by this Agreement.
2. Exceptions may be made provided the Union is notified in advance and given written assurance that no member's job will be eliminated as a result of such exception. The Union agrees that it will not withhold its agreement.
3. For the purpose of this paragraph, notified shall mean a letter for each individual introduction of a class of product (i.e., boneless sub primal cuts of meat, deveined liver, rolled veal, etc.).

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

Eliminated means removed from payroll or reduced to part time and is not intended to refer to the nature of the work being performed by the employee. Employees

may continue to be transferred, assigned to other work, or laid off in accordance with the seniority provisions of this Agreement, provided the layoff is for reasons other than the introduction of new products and/or new methods.

It is not the Union's intention to impede progress in our Industry with respect to any new method of cutting and packaging meat, delicatessen and seafood products, and the necessity for change to accommodate a changing society.

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

- a. Union must be notified in advance.
- b. The Employer will list all new products or new methods in a letter of notification.
- c. The Employer will give written assurance that no member's job will be eliminated, in accordance with Article 2, Paragraph 2, Section 2.3.

If a, b and c above are complied with, the Union will not withhold its agreement.

2.4 Floor care may be performed by an outside vendor provided employees who currently perform floor care will suffer no loss of hours and pay.

### **ARTICLE 3 Union Security**

3.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the 31st day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date, shall, on the 31st day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Section 3.1, the execution date of this Agreement shall be considered as the effective date.

3.2 The application of Section 3.1 above is deferred in any jurisdiction where the Union Shop is not permitted by law, except for the purpose of representation, unless and until such law is declared unconstitutional or is repealed or otherwise becomes inoperative as to the operations of the Employer.

3.3 The Employer will notify the Union in writing within twenty-five (25) days from the date of employment, reinstatement, or transfer into the bargaining unit of any employee,

of the name of such employee, the home address, place of employment, social security number, and job classification and the date of employment, reinstatement, or transfer. Upon termination of an employee for any reason the Employer shall within thirty (30) days thereafter notify the Union in writing of such termination.

3.4 All work and services connected with or incidental to the handling or selling of all merchandise offered for sale to the public in the Employers' retail establishments covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above, for which the Union is recognized as the collective bargaining agency by the Employer except such work as is currently performed at the point of delivery by driver-salesmen in servicing retail markets with perishable bakery products, beverages, greeting cards, magazines, potato and corn chips directly from the delivery vehicle. Further excepting that representatives of a company sponsoring special promotions may erect and stock initial special displays in connection with said special promotions. There shall be a limitation of three (3) times per year for promotional programs using persons other than employees of the Employer, provided, however, that such special promotions must be area-wide promotions. The Employer shall notify the Union in writing prior to the beginning of any promotional program.

The application of this provision shall in no way restrict the work which may be performed by the Store Managers.

#### **ARTICLE 4 Hours and Overtime**

4.1 The guaranteed basic work week for all full time employees shall be forty (40) hours per week, consisting of five (5) eight (8) hour days providing the employee is available for work as scheduled. For the purpose of this Agreement the basic work week shall be from Monday through Saturday, inclusive. Sunday work shall be isolated and shall not be a part of the basic work week.

4.2 All time worked by an employee in excess of eight (8) hours in any one (1) day or forty (40) in any work week, or in excess of thirty-two (32) hours in any week in which one of the specified holidays fall, shall be deemed overtime unless otherwise specified in Schedule "A", "B", "B-1", and "B-2". Such overtime work shall be paid for at the rate of time and one-half (1-1/2) the employee's regular rate of pay, but the employee shall not be compensated for both daily and weekly overtime. Hours which qualify for Sunday or holiday premium pay shall not be included in computing weekly overtime.

4.3 Employees who work an eight (8) hour shift shall work eight (8) hours in a period of either eight and one-half (8-1/2) or nine (9) consecutive hours and shall be granted an uninterrupted meal period of either one (1) or one-half (1/2) hour beginning not before three (3) hours of work nor later than five (5) hours of work. A half hour meal period shall be assigned only by mutual agreement. Employees who work a shift of less than eight (8) hours but more than five (5) hours shall be granted an uninterrupted meal period of one-half (1/2) hour, not before three (3) hours of work nor later than four (4) hours of

work. Any employee instructed to work his meal period shall receive pay for that period of time at the overtime rate of time and one-half (1-1/2) the regular rate of pay.

The lunch period specified in the above paragraph may be waived (without pay) by mutual agreement between the employee and the Employer.

4.4 The meal period for night crew workers shall be one-half (1/2) hour and the eight (8) hour shift shall be worked in the period of eight and one-half (8-1/2) consecutive hours.

4.5 The Employer may establish as many shifts as necessary, and the starting time of such shifts shall be optional with the Employer. There will be no split shifts, unless mutually agreed upon by Employer and employee.

4.6 Any full time employee who works later than 6:00 p.m. more than three (3) nights in any week shall be paid time and one-half (1-1/2) for the hours after 6:00 p.m. on the fourth (4th) or subsequent nights, even though they may be a part of the regular shift.

4.7 Any employees transferred into the bargaining unit from any other part of the Company shall retain their last employment date for the purpose of computing benefits, but their seniority date shall be otherwise established as of the date they commenced working in the bargaining unit.

4.8 No employee shall be required to work on Sundays or the designated holidays. All work to be performed on Sundays and holidays shall be offered on the basis of seniority with due consideration given to job classification and fitness for the work required. If sufficient volunteers are not available in the store, the Employer may elect to draw volunteers from within the supervisor's territory or direct employees to work by inverse order of seniority within the store. A sheet will be posted on Monday next to the work schedule for the purpose of signing up for Sunday and holiday work. The schedule for Sunday and holiday work will be assigned by seniority from this list.

Full time employees shall be offered eight (8) hours if work is available, and if the store is open for eight (8) hours unless business conditions prohibit. Part time employees shall be offered not less than four (4) hours. Any employee accepting Sunday or holiday work shall work not less than four (4) hours. Employees shall not be discriminated against for declining Sunday or holiday work nor shall they be coerced into accepting it. The Weigher and Wrapper and the Deli Clerk, if trained, for the purpose of this paragraph, shall be considered the same classification.

4.9 Overtime for employees assigned to the night shift shall be computed on the basis of base pay plus premium pay.

4.10 On days where overtime is worked, if a second meal period is taken, it shall consist of one-half (1/2) hour duration only.

4.11 Part time employees may be employed a maximum of thirty-five (35) hours per week. In any week in which a part time employee works in excess of the hours

specified above, the employee shall be paid for all hours worked at his appropriate full time hourly rate. When a part time employee is scheduled and/or works forty (40) hours a week for more than six (6) consecutive weeks and the work is not temporary (i.e., vacation and/or absence coverage), a full time position will be deemed to have been created. Such a full time position within the store and department where the work was performed will be filled in accordance with the following procedures:

- A. Notice of the available position will be posted for seven (7) days within the store. Part time employees, within the department where the available position exists, who express in writing a desire to fill the full time position will be selected by seniority and ability to do the work.
- B. If the position cannot be filled in accordance with paragraph A above, other part time employees within this store may be selected on the same basis.
- C. If the position cannot be filled in accordance with paragraphs A or B above, an employee will be selected in accordance with Section 12.7.

No part time employee shall be scheduled for less than four (4) hours in any one (1) day unless the employee is not available for four (4) hours, in which case, the minimum shall be three (3) hours. Part time employees who report to work shall be paid for their scheduled hours, except for employees who voluntarily leave. Each calendar quarter, part time employees may be scheduled for less than four (4) hours, but not less than one (1) hour, for the purpose of attending a store employees' meeting.

4.12 Full time employees reporting for work at their scheduled time or on instructions from their Employer shall be guaranteed eight (8) hours at straight time rate of pay for the employee's scheduled work days and four (4) hours with pay for non-scheduled days at the overtime rate of pay.

4.13 The Employer agrees to post a weekly work schedule, in ink, with employees' names listed in order of seniority, in a conspicuous place in each department by 1:00 pm on Friday of the week preceding the week for which the schedule is effective, of working hours specifying the starting and finishing times and regular days off. The schedule shall contain the employees' full names and shall have the scheduled hours of each employee totaled at the end of the column. The schedule for the night crew and those scheduled off on Saturday must be posted prior to the end of those employees' scheduled shift on Friday of the week preceding the week for which the schedule is effective.

The schedule for all full time employees showing the starting and finishing time and regular days off shall not be altered after it is posted, except by mutual agreement. Each full time employee shall regularly receive the same day off each week except for weeks when business conditions may require a change in their regular day off. A seven (7) day written notice must be given in order for a full time employee's regularly scheduled day off to be changed except as referred to above.

In the Meat Department, the scheduling of nights (past 6:00 p.m.) and Saturday night for full time employees shall be done on a rotating basis as nearly equal as

practical. The schedule for a part time employee may be changed by notification to the employee prior to store closing the previous day.

A part time schedule shall be complete and reflect the anticipated basic need for the store's requirements for that week.

4.14 Employees working five and one-half (5-½) hours or more in a day shall receive two (2) rest periods of fifteen (15) minutes each, one (1) rest period to be in the first half of the work day, the second (2<sup>nd</sup>) rest period to be in the second half of the work day as near as possible to the middle of each shift. Employees working less than five and one-half (5-½) hours in a day shall receive one (1) fifteen (15) minute rest period. The Employer will not intentionally prepare a schedule to avoid the requirement of a second rest period.

4.15 Employees who sustain an occupational injury requiring treatment by a doctor or hospital shall suffer no loss in pay for the day the injury occurs provided the employee returns to work unless otherwise instructed in writing by the attending doctor.

4.16 Anytime worked after 1:00 a.m. or before 4:00 a.m. shall be paid at time and one half the employee's regular rate except for employees on the night crew.

4.17 The Union and the Company agree to discuss and implement certain contract modifications (i.e. split shifts, four (4) ten (10) hour shifts and combination day and night shifts) in order to encourage the creation of more full time jobs.

## **ARTICLE 5**

### **Wages and Employee Classification**

5.1 Wage scales are set forth in Schedule "A", "B", "B-1", and "B-2" attached hereto and made a part hereof.

5.2 The starting wages provided in Schedule "B-2" shall apply to all new employees and each new employee is to be on probation for a period of ninety (90) days. If during the probationary period it is found that the new employee is not suitable for the business, his services are to be terminated at the Employer's discretion.

5.3 An employee who has worked within the industry during the past three (3) years shall be credited with all previous super-market experience in the same type of work, or in the case of pharmacy, general merchandising or bakery employees, all previous experience in a similar capacity, proven by verification or ability, which shall be recognized as seniority for the purpose of establishing the pay scale to which the employee is entitled. The Employer, employee, and the Union will make every effort to verify all previous experience on the employee's application. If, however, complete information cannot be obtained within the first three (3) months of employment, the pay scale shall be determined by the Employer on the basis of whatever verification of experience has become available and the employee's ability. The Employer agrees to notify the Union no later than forty-five (45) days after employment if complete verification of experience has not been obtained.

5.4 The service record of any new employee retained after the probationary period shall date from the time of such employee's original employment. The salary of such employee shall be retroactive to the date of employment.

5.5 A part time employee when assigned to full time work shall be credited for his accumulated part time hours and placed on the salary scale to which he would have been entitled had these hours been accomplished as a full time employee.

5.6 Department Heads may be assigned in stores where designated by Employer and where assigned, they will be paid the prevailing rate as listed in Schedule "A".

When a higher classified employee is absent from his position and another employee performs the job of the higher classified employee for more than two (2) days, he shall receive the appropriate rate of pay of the higher classification for all hours worked in the higher classification.

An employee promoted to a higher classification shall suffer no reduction in his hourly wage rate.

When an employee is promoted to a higher classification the employee's pay rate shall progress to the next higher wage rate in the new classification and thereafter progress through the remaining progression.

5.7 Courtesy Clerks may be assigned in stores designated by the Employer. The duties of Courtesy Clerks shall be limited to general cleaning up, price checks, bagging, carrying out customers' packages, attending parking lot, cleaning in the immediate area of the checkstand, pulling cardboard, returning unsold merchandise, floor care and other cleaning duties (i.e., restroom and sweeping) anywhere in the store.

It shall be a violation of this Contract for Courtesy Clerks to perform any duties other than those specified above. In order to remedy violations of this Section the parties agree as follows:

- A. The Employer shall post in each of its stores a notice to the employees signed by an authorized Employer representative instructing all employees of the duties of Courtesy Clerks, and instructing all employees that the performance of any other duties constitutes a violation of the contract.
- B. During any shift in which a Courtesy Clerk performs any work other than the above-specified duties, the Courtesy Clerk will receive the higher classified rate of pay for the entire shift.
- C. Courtesy Clerks hired after April 20, 1993, are not eligible for Health and Welfare, Pension and Legal benefits.

5.8 Service Clerks may be assigned in stores designated by the Employer. The duties of Service Clerks shall be limited to maintenance of pizza, bakery, salad bar and bulk food areas within the store. Service Clerks' schedules may be limited to a three (3) hour shift. Additional duties may include: handling outdoor merchandise display, preparation of quiche, bake-off rolls in deli, flower shop, porter, preparation of vegetable platters, fresh vegetable and fruit juices, fresh peanut butter, making party platters all year, making sandwiches, vacuum pack in Deli express, cut vegetables for prepared foods and bagging or wrapping greens, grapes, berries and cut melons. They shall be paid three (3) hours pay if they are normally scheduled to work on one of the holidays as delineated in Article IX, Section 9.1.

- 5.9 A. All meat departments shall be operated by a Meat Manager, who may be relieved by a Journeyman Meat Cutter or an Apprentice.
- B. The apprenticeship program in retail stores shall be two (2) years as provided in wage Schedule "A", "B", "B-1", and "B-2". An apprentice is a person learning all the details and developing manual skill for performing the duties of a Journeyman Meat Cutter. He/she shall be given a meat cutting test jointly observed by representatives of the Employer and the Union within his/her twenty-third (23rd) or twenty-fourth (24th) month. If he/she fails to qualify at this time he/she shall continue at the same rate of pay and be given another test at the end of his/her twenty-seventh (27th) month; if he/she fails to qualify at this time he/she shall be terminated.
- C. A Meat Clerk is one who weighs, prices and wraps meat cut by a Journeyman or an Apprentice. He/she displays or places said meat in self-service cases or in storage.
- He/she is not, however, to cut beef, pork, veal, lamb, or poultry with a knife or any other automatic device nor assume any work other than the above, which normally is performed by Journeymen Meat Cutters or Apprentices. He/she however, may perform general house cleaning chores, and also clean the cases, work tables, etc.
- D. All meat departments shall have in attendance one (1) meat department bargaining unit employee until 8:00 p.m., except that a department need not be manned during meal periods where there is only one (1) employee in the unit on duty that shift.
- E. In stores with three (3) or more full-time Journeyman meat cutters, including Meat Manager, one (1) shall be designated First Cutter. The First Cutter classification applies to the store and not to the individual.

- F. The First Cutter will be expected to relieve the Meat Manager whenever the Meat Manager is absent and the First Cutter is available.

Relief pay shall be covered in accordance with Article 5.6.

## **ARTICLE 6**

### **Night Shift Employees**

6.1 Employees whose schedules begin after 9:00 p.m. and before 4:00 a.m. shall be considered night shift employees. Night shift employees shall receive the night premium for the entire shift of one dollar (\$1.00) per hour, in addition to the employee's straight time rate of pay.

6.2 Night Shift employees will receive their basic weekly wages plus the night premium in the computation of overtime, vacation or holiday pay.

6.3 Night shift employees shall be permitted to start their shifts at 9:00 p.m. on Sundays or holidays at the straight time rate of pay plus the night premium.

6.4 No employee shall be required to work a day and night shift in the same work week except by mutual agreement.

6.5 Employees who want on or off the Night Crew shall bid as follows: A request must be in writing to the Employer and will be placed on the list referred to in Section 12.7. As day openings occur, the most senior employee on the combined list shall be assigned to the job provided the employee is available to work such hours on a regular and continuing basis.

Employees in the Meat Department who want on or off the night crew shall bid on or off on a seniority basis in a seniority territory. No new hires shall be employed until said bids are honored, provided that said employees do so in writing.

6.6 The Night Captain in Charge shall receive twenty-five dollars (\$25.00) per week in addition to night premium and the Night Captain in Charge of a 24-hour store shall receive thirty-five dollars (\$35.00) per week in addition to night premium.

6.7 Night Captain that has successfully completed the company's Level II Career Development Program would also be entitled to the additional fifty cents (\$.50) per hour as long as actively in that position.

In the Grocery, Produce, Deli and Bakery Departments, the Second Person in each department would be eligible for fifty cents (\$.50) per hour premium after successful completion of the company's Level II Career Development Program. The premium will only be paid when employee is actively holding the position of Second Person.

## **ARTICLE 7**

### **Working Conditions**

7.1 The Employer will furnish and launder such store linens which it requires its employees to wear. These garments may be laundered by the employee. Since this item of expense is intended to make the Employer's service more attractive to customers, members agree to cooperate by presenting a neat, clean, business-like appearance while on duty in the store.

7.2 The Employer shall have the right to discharge or discipline any employee for good cause such as dishonesty, intoxication during working hours, drinking or gambling on the Employer's premises, or direct refusal to obey orders by the Employer which are not in violation of this Agreement, provided, however that no employee shall be discharged or discriminated against because of membership in the Union or for Union activities.

7.3 In the event that an employee's work is unsatisfactory, he shall be given at least one (1) written notice before disciplinary action is taken, and a copy of the notice shall be sent to the Union at the same time. Notices and warnings shall become null and void after nine (9) months from date of issue, except for attendance and tardiness policy, which shall be one (1) year.

7.4 Representatives of the Union may visit the Employer's stores for the purpose of observing working conditions and to see that this Agreement is being complied with, investigating the standing of employees and inspecting all employee records, including employee Social Security numbers, which shall be available for a reasonable length of time. Employees shall be furnished duplicate pay vouchers weekly.

7.5 No employee shall suffer a reduction of hourly wage rates, increase of hours, or reduced vacation time solely by the signing of this Agreement.

7.6 If a physical examination or health permit is required by the Employer or local government, all expense attached to same shall be borne by the Employer.

7.7 If any employee is required to work in more than one (1) store in the same day, the expense for necessary transportation shall be borne by the Employer at the current IRS rate per mile. The time required for travel between the stores shall be included as a portion of the employee's work day and considered as time worked for all purposes. An employee on temporary assignment away from his regularly assigned store which requires additional transportation expense shall be reimbursed for such increased expense at the current IRS rate per mile. Temporary assignments will not exceed thirty (30) days except in cases of relief of an employee absent on extended sick leave.

7.8 Employees shall be at their stores ready for work at their scheduled starting time, otherwise they are reporting late. They shall remain at their work until their scheduled quitting time.

7.9 Except by mutual agreement between Employer and employees, employees shall have a minimum of ten (10) hours off between the ending of their schedule and the starting of their next schedule. Any employee who works during this ten (10) hour period shall be paid for such time at the rate of time and one-half (1-1/2). An employee may elect to have an eight (8) hour "turnaround" solely for the employee's benefit, however, the overtime penalty would not apply. This selection must be in writing with a copy to the store manager.

7.10 The Employer shall maintain two first aid kits fully equipped, including latex gloves, in each store to be available for all shifts worked. One of these first aid kits shall be located in the Meat Department.

7.11 Notice concerning Union business will be posted in designated locations in the stores, after approval by management.

7.12 Where practicable, within each store, the Employer shall combine existing part time assignments on a seniority basis, providing they can do the work so as to provide the maximum part time employment per individual within the definition of part time employment and further, to create as many forty (40) straight time hour positions as possible.

7.13 No employee may be required to make up or be disciplined for cash shortages, unless they are given the privilege of checking the change and daily receipts upon starting and completing the work shift.

7.14 No employee shall be required to make good any bad checks cashed unless said checks are cashed in violation of the Employer's rules and regulations, which have previously been given to the employee in writing.

7.15 No employee shall be given a polygraph (lie detector) test, unless the Union agrees in writing.

7.16 Time spent at legal proceedings at the request of the Employer or Employer Counsel shall be compensated at straight time rates. Such compensation shall also be paid for time spent at legal proceedings to which the employee is subpoenaed to give testimony for the benefit of the Employer provided the employee has given the Store Manager prompt notice of the subpoena. Such hours shall not be considered as time worked in the computation of daily or weekly overtime unless it is part of the regularly scheduled work week.

7.17 The Employer will discuss, investigate and correct any problem of jackets or gloves in connection with frozen food lockers and dairy.

7.18 There shall be a time clock in each of the Employer's stores for the purpose of recording time worked. The Employer and the Union agree that a proven violation of established time clock rules, including working before punching in or after punching out,

may subject such an employee to disciplinary action up to and including discharge. Furthermore, all time during which an employee is suffered or permitted to work or is required to be on duty on the Employer's premises at a given work place shall be considered hours worked, and recorded on the time cards.

7.19 The Company recognizes that given the individual lifestyle of each employee, certain work schedules are preferable. In this regard, the Company will make its best effort to consider seniority in the preparation and assignment of work schedules. The Union recognizes that the needs of the business take first priority. (Not subject to the arbitration provisions of Article 19).

7.20 Shoppers Food Warehouse agrees with the Union that employees are among our most valuable resources. It is Shoppers position that when dealing with store associates, our management personnel should have a conscious regard for their feelings and self-esteem. Our management is committed to this principle and will use all reasonable efforts to apply it consistent with our business needs and requirements.

#### 7.21 Health and Safety

- A. The Employer, recognizing the importance of a safe and healthy work place, shall institute a program to insure and maintain the guarantee of a safe and healthful work place free of all unsafe recognized hazards to all its employees.
- B. The Employer shall furnish and supply all of the necessary protective equipment that is required by Federal, State or Local Law or designated by the Employer at no cost to the employee. The Company shall provide mesh gloves for Seafood Clerks and Meat Cutters. The employees shall not be required to make a deposit for these gloves provided that the employees must wear the gloves at all times when they are working and, provided further, that if the employee loses the gloves, the employee is responsible for the cost of replacement.
- C. The Employer shall train all employees in the use, handling and maintaining of all tools and equipment in the work area they are assigned.
- D. The Employer shall make available all safety records pertaining to O.S.H.A. regulations, citations and lost time, accidents or illnesses within thirty (30) days of receipt of such an infraction or occurrence of such accidents.
- E. The Employer further agrees to make available to the Union all test results from toxicity materials or chemicals that the employees may come in contact with within thirty (30) days.

F. The Company shall make available to the Union all forms and records necessary for the reporting of accidents, illnesses or O.S.H.A. violations.

G. Joint Safety Committee

1. There shall be established in each plant or store a joint safety committee comprised of one or more employees from the work area of a plant or store and representatives of management to meet at least once or more each month to discuss health and safety conditions in the plants or stores. The committee will make recommendations in the area of safety and health, handle employee complaints, distribute information concerning Safety and Health and make available results of all plant inspections or violations of O.S.H.A. The committee shall make at least one walk around inspection of the plant or store each month to discuss and observe safety compliance with the employees in their work areas.
2. The Union shall have the right to conduct a walk around with the representatives on the Safety Committee from the employees to observe health and safety conditions or problems.
3. The Safety Committee and or Shop Steward shall accompany government inspectors for walk arounds and any other committee business in respect to safety and health while still on Company time and without loss of pay.
4. All safety violations shall be reported to the Company in writing and shall be complied with as soon as possible, and action taken by the Company shall be reported to the Safety Committee in writing.

7.22 The Employer agrees to reimburse pharmacy technicians for the cost of the State or National certification exam, but only for the first time the employee takes the exam. The Employer also agrees to allow employees reasonable use of any study materials it has at its store.

## **ARTICLE 8 Vacations**

8.1 Full time employees with one (1) or more years of continuous service shall be granted vacations as follows:

### **PRO-RATA VACATION**

**ANNUAL VACATION**

One (1) week uninterrupted  
after one (1) year

Two (2) weeks uninterrupted  
after three (3) years

Three (3) weeks uninterrupted  
after eight (8) years

Four (4) weeks uninterrupted  
after twenty (20) years

**ON TERMINATION**

1/12 week for each  
additional month

2/12 week for each  
additional month

3/12 week for each  
additional month

4/12 week for each  
additional month

**Effective for vacation eligibility in 2005****ANNUAL VACATION**

One (1) week uninterrupted  
after one (1) year

Two (2) weeks uninterrupted  
after three (3) years

Three (3) weeks uninterrupted  
after seven (7) years

Four (4) weeks uninterrupted  
after thirteen (13) years

Five (5) weeks uninterrupted  
after twenty (20) years

**PRO-RATA VACATION  
ON TERMINATION**

1/12 week for each  
additional month

2/12 week for each  
additional month

3/12 week for each  
additional month

4/12 week for each  
additional month

5/12 week for each  
additional month

Part time employees who have been employed for one (1) year shall receive pro-rated vacation based on the average straight time hours worked during the preceding year subject to the same conditions as pertain to full time employees.

Full Time employees with fifteen (15) years or more of service, and employees who reach fifteen (15) years of service during the life of the agreement, shall receive a bonus of one (1) week's pay. Part time employees shall receive pro-rated bonus pay based on the average straight time hours worked during the preceding year.

Full Time employees with twenty-five (25) years or more of service, and employees who reach twenty-five (25) years of service during the life of the agreement, shall receive a bonus of one (1) week's pay. Part time employees shall receive pro-rated bonus pay based on the average straight time hours worked during the preceding year.

8.2 Part time employees who change to full time will receive credit for the vacation earned on the basis of forty (40) hours being equal to one (1) week of work. In the computation of future vacations, credit shall be given for hours worked as a part time employee and the vacation anniversary date adjusted accordingly.

8.3 Full time employees changing to part time will continue their original vacation anniversary date and will receive part time vacation on the basis of average hours worked during the vacation year. The original employment date will be the basis for determining eligibility.

Employees discharged for proven or acknowledged dishonesty shall not be entitled to any vacation pay.

8.4 Vacation time shall be computed from date of employment or anniversary of vacation eligibility date, and shall be taken at a time convenient to both the employee and the Employer, and shall be paid at the rate of pay in effect at the time the vacation is taken. An employee who is absent from work for less than sixteen (16) weeks during his anniversary year shall receive his full vacation allowance but if absent for reasons other than illness or for illness for more than sixteen (16) weeks or in the case of Workman's Compensation cases for more than six (6) months, he shall receive one-twelfth (1/12) his vacation entitlement for each full month worked during the anniversary year.

8.5 When a holiday designated in Article IX, Section 9.1 occurs during an employee's vacation, the employee shall be entitled to an extra day's vacation, said day to be continuous with employee's vacation, or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

8.6 From January 1 to February 28 of each year, employees shall select their desired date for vacation for that year. Said selection will be awarded on a seniority basis within each department. After February 28 (February 29 in a leap year), employees may select vacant weeks by seniority but may not bump less senior employees who have exercised their vacation selection during the bid period. Effective January 1, 2009, employees who have selected vacation during the vacation bid period will be notified of the final vacation decision in writing by March 31. Vacations requested after the bid period will be honored on a first-come, first-served basis. Employees may take vacation in any of the fifty-two (52) calendar weeks, subject to management approval.

The vacation schedule of any employee cannot be changed, except by mutual agreement. The vacation schedule shall be available on request by an employee.

8.7 Vacation pay is to be paid to the employee prior to the day the vacation begins. If the employee's vacation pay is not available when he is scheduled to leave he will be paid from store funds.

8.8 Employees who have exhausted their personal holiday entitlement and who have at least two (2) weeks of vacation accrued may use one (1) week (five (5) days) of vacation in single day increments, subject to the following conditions:

1. Scheduling of single day vacations will be by mutual agreement between the employee and employer;
2. The employee will provide at least two (2) weeks advance notice of their desire to schedule a single day vacation; and
3. Full time employees shall be paid in increments of eight (8) hours per day and part time employees shall be paid in increments of five (5) hours per day (part time employees must have a minimum of five (5) hours accrued in order to take a single day). However, if the Employer can electronically process single vacation entitlement based on one- fifth (1/5) of the week's average hourly vacation entitlement, then payment will be made on that basis rather than in five (5) hour increments.

## **ARTICLE 9 Holidays**

9.1 The Employer agrees that the following days shall be observed as holidays for all employees. When a holiday falls on a Sunday the following Monday shall be observed.

New Year's Day	Labor Day
*Easter Monday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

\*For employees employed prior to December 15, 1986.

Part time employees will be paid five (5) hours pay if they are normally scheduled to work on one (1) of the above mentioned holidays.

Part time employee with one (1) or more years of service shall receive holiday pay even if they are not normally scheduled to work on the holiday.

9.2 Work may be performed, in the meat department, on any of the hereinabove mentioned holidays, however, work shall be compensated for at double the rate of the employee's regular straight time rate of pay which shall be over and above the holiday entitlement as provided. Work performed outside the meat department and meat and deli employees hired after November 1, 1983, shall be compensated for at time and one-half (1-1/2) the employee's regular straight time rate of pay, which shall be over and above the holiday entitlement. Work performed on Sunday shall be compensated for at time and one-half (1-1/2) the employee's straight time rate of pay.

For employees hired on or before July 6, 2004, work performed on Sunday shall be compensated for at time and one-half (1- ½) the employee's straight time rate of pay.

For employees hired on or after July 7, 2004, work performed on Sundays and Holidays shall be compensated for at the following rates:

0 to 12 months of employment @ \$1.00/hr premium for each hour worked  
13 to 24 months of employment @ \$1.50/hr premium for each hour worked  
25 to 60 months of employment @ \$2.00/hr premium for each hour worked  
Thereafter @ time and one-half (1-1/2) the employees regular rate of pay

Provided, however, that any such employee who works in excess of forty (40) hours per week (Sunday through Saturday inclusive) shall not be compensated for both Sunday or Holiday premium and week overtime.

9.3 Full time employees who complete six (6) months continuous service with the Employer, shall be entitled to three (3) personal holidays in each calendar year, and part time employees shall be entitled to one (1) personal holiday for each four (4) months of employment up to a maximum of three (3) days per anniversary year, at a mutually agreeable time, with two (2) weeks prior notice to the store manager.

Effective January 1, 2001, full time employees hired prior to January 1, 1984, shall receive two (2) additional personal holidays for a total of five (5).

Effective July 4, 2004, part time employees hired prior to January 1, 1984, shall receive five (5) personal holidays.

9.4 Full time employees shall be granted holiday pay based on an eight (8) hour day.

Part time employees will be paid five (5) hours pay for the holiday.

9.5 To receive the aforementioned holiday pay, an employee shall be at work on the scheduled working day preceding and following such holiday, except for those on vacation or authorized leave. Holiday pay shall be given an employee who is prevented from working on his scheduled day before or his scheduled day after the holiday because of

illness to the employee, or the employee's wife, husband or child, of such a serious character as to require the employee to remain away from work. This seriousness must be attested to by a physician. Holiday pay shall be granted to an employee who does not work his scheduled day before or his scheduled day following the holiday in the event the employee's absence is caused by a verified accident. Provided, however, that in all events the employee must work at least one (1) day during the week in which the holiday falls in order to qualify for holiday pay.

9.6 Employees shall have the right to utilize personal holidays (without incurring an absence) to cover for single days of absence due to illness.

## **ARTICLE 10 Leaves of Absence**

Subject to the following conditions, employees shall be granted leaves of absence which shall not interrupt their service records:

10.1 Leave of absence shall be granted up to one (1) year without pay when an employee with six (6) or more months of continuous service is unable to work because of sickness, accident or pregnancy, and this leave shall become effective after the final sick benefit payment is made. The disability must be attested to by a registered physician. However, in the event such employee is unable to return to work at the expiration of his leave period, he shall be entitled to an additional leave of six (6) months (twelve (12) months for workers compensation leaves) if he submits satisfactory medical evidence that he will be able to return to his regular duties within the said additional period. The employee must give two (2) weeks notice in writing prior to the date he intends to return to work.

10.2 In the case of death in the immediate family, (namely, the death of a parent, spouse, child, brother, sister, grandparent, parent-in-law or legal guardian) of any employee, full or part time, requiring the employee's absence from his regularly scheduled assignments, the employee shall be granted leave of absence with pay of three (3) consecutive work days.

Effective July 7, 2004, full time and part time employees will be granted four (4) consecutive work days in the death of a spouse or child.

10.3 Employees, full or part time, who serve in the National Guard or military reserve units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit in which they serve. Such employee shall give the Employer two (2) weeks prior notice.

10.4 Any member of the Union employed by the Employer who is elected to a permanent office in the Union or is assigned by the Union to a Union activity necessitating leave of absence, shall be granted such leave of absence and shall, at the end of the term in the first instance or at the end of his mission in the second instance be given

reemployment at his former wage rate plus any increase or less any reduction that may have become effective during his absence.

10.5 Approved leaves of absence for reasons other than those listed above shall not interrupt an employee's service record.

## **ARTICLE 11**

### **Jury Duty**

Employees, (part time after one (1) year of employment) who are required to report for, or serve on jury duty will be granted time off when needed for actual jury duty and will receive the difference between their straight time basic weekly pay and the amount received while on jury duty, except such jury duty pay which they receive while serving on their regularly scheduled day off. During the time employees are serving on said juries, their schedules shall be arranged to provide a shift ending nine (9) hours after the time the employees are required to report for such service. An employee who is dismissed from such service sufficiently early to enable him to work four (4) hours or more of his scheduled shift shall report to his store to complete his shift. This obligation on the part of the Employer shall be limited to thirty (30) days in each calendar year.

## **ARTICLE 12**

### **Seniority**

Except as modified by the provisions of this Collective Bargaining Agreement, the seniority provisions of the following article shall be applied in the same manner as the seniority articles in the respective parties' collective bargaining agreements prior to the execution of this collective bargaining agreement.

12.1 Seniority for the purpose of this Agreement shall be calculated by continuous service from the last date of employment (except as otherwise provided). A seniority list for all full time employees and a separate list for all part time employees shall be set up by the Employer and shall be furnished to the Union upon request. Seniority shall prevail in the following instances in the manner as listed hereafter: A. Store, B. Geographical Area, C. Bargaining Unit.

12.2 The Employer recognizes the principle of seniority as being one in which the movement of an employee from one job to another or from one location to another through promotion, demotion, layoff, recall after layoff, or permanent transfer, shall be governed by the length of service of the employee and the employees ability to perform the work.

12.3 In all layoffs the ordinary rules of seniority shall prevail with due consideration given to the job classification, fitness for the work involved, ability to perform the work involved, and the practicability of applying the rules of seniority in the particular case. Employees laid off for periods of less than one (1) year shall have preference to reinstatement in the reverse order. The service record of such reinstated employee shall not be interrupted. Sickness does not count as layoff. Full time employees to be reduced

to part time may exercise their right to a complete layoff without prejudice to their right to recall.

12.4 A full time employee shall have seniority over a part time employee, to the extent that a full time employee who is involuntarily laid off in order of seniority may claim existing part time schedules calling for the least reduction of hours provided due consideration is given to job classification and to fitness to perform the work involved. Part time employees shall have seniority over other part time employees under the same conditions. However, if the available opening for a part time employee who is recalled is outside of the geographical area, the employee may refuse the opening without prejudice to future recall within the same geographical area.

Before a Journeyman Meat Cutter can be reduced to part time or laid off within the geographical area, all Apprentices must be laid off within the geographical area. Where the application of this provision creates a hardship or operational problem, the Union agrees to discuss and resolve the problem.

12.5 When a full time employee is involuntarily reduced to part time he shall continue to accrue seniority as though he was still full time. When a full time employee voluntarily reduces himself in writing, his part time seniority is dated from the original date of hire. Full time employees reduced from full time to part time through no fault of their own will retain full time health and welfare and pension coverage for a period of six (6) months. The Employer will continue the full time health and welfare and pension contribution for said period of time.

12.6 Seniority and the employee's ability to perform the work shall be given consideration in regard to promotions within the bargaining unit. If the employee fails to qualify within a reasonable time for the upgraded position, he or she will be afforded the opportunity to return to his or her former classification without loss of seniority. The Employer will notify the Union of all promotions to department head classification.

12.7 Part time employees desiring full time work and lower classified food employees desiring to be upgraded in classification shall be given preference for such work in accordance with the following procedure:

Employees who desire upgrading as described above shall notify the Employers' Personnel Department in writing with a copy to the Union, during the periods March 1, to March 21, and September 1, to September 21, each year. Such letters shall remain valid for eighteen (18) months.

The first consideration for any such vacancies shall be given to employees with a current request in order of the employee's seniority with ability to do the work to be considered. However, full time night crew employees will be given priority consideration for available full time day vacancies within the food clerk classification.

When the file of request letters has been exhausted, all employees regardless of the length of service will be considered for available openings on a store-by-store basis before seeking outside applicants.

Only requests for permanent classification change shall be valid and failure to be available thereafter for such work for a period of twenty-six (26) weeks after obtaining such status, except for reasons beyond the employee's control, shall be barred from future requests for a period of six (6) months.

Failure to accept an offer of such work in any of the Employer's stores within a geographic area shall result in removal of the employee's request for the balance of that six (6) month period, but it shall not bar the employee from future requests. Except any employee who declines a full time night crew position will not be removed from the list for the balance of the active bid.

Part time employees who are promoted to full time will receive credit for time worked on the basis of forty (40) hours being equivalent to one (1) week and the employee's full time seniority date will be adjusted accordingly. The Employer and the Union agree to exchange a list of part time employees requesting full time jobs during the months of April and October of each year. The list will contain the employee's name, social security number, store number, and the date the letter was received by their respective office. The Union shall be notified of all full time openings.

### **ARTICLE 13 Store Card or Decal**

The Union agrees to furnish to the Employer Union Store Cards and/or Decals for each of the Employer's stores. Such cards or decals shall remain the property of the United Food and Commercial Workers International Union and shall be surrendered to the Union upon demand. The Employer shall display such Union Cards or Decals in the meat department and a conspicuous area accessible to the public in each establishment covered by this Agreement.

### **ARTICLE 14 Shop Steward**

14.1 The Union shall have the right to appoint two (2) Chief Shop Stewards in each store whose duties shall be to report any irregularities to the Union. In no instance shall the Shop Steward be discriminated against for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer. Shop Stewards shall report all irregularities to the Store Manager prior to reporting same to the Union. In stores with more than 120 employees, the Union shall have the right to appoint two (2) Assistant Stewards.

14.2 Chief Shop Stewards may not be transferred from store or job assignment without written consent of the Union, except in cases of promotion. The Chief Shop Stewards shall have super-seniority among all other employees for the purpose of layoff and recall only in their store. Further, the Shop Stewards shall not be threatened, coerced or intimidated for performing Union activities.

14.3 In the interest of promoting cooperative relations, the store manager shall introduce each new employee in his store to the Union Shop Steward within one (1) week after the new employee reports to work. Stewards shall give the new employee a copy of the contract and shall explain its operation. The Shop Steward may answer any questions the employee asks him. They may request the new employee to join the Union and may make arrangements for the new employee to become a member.

14.4 The Union shall furnish to the Employer a complete list of Shop Stewards which shall be amended from time to time as may be necessary. The Employer agrees to grant two (2) days of paid leave each calendar year for each store, for Steward Training and Education, however, in no event shall more than two (2) Stewards be granted leave on any one (1) day or any Steward receive more than one (1) day leave for training and education per calendar year. The Union must notify the Employer at least two (2) weeks in advance thereof. The Shop Steward must upon returning from the leave present the Store Manager with written evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended.

## **ARTICLE 15 Welfare Fund**

15.1 For employees hired on or before September 4, 1996, the Employer shall contribute to the United Food and Commercial Workers Unions and Participating Employers Health and Welfare Fund, Plan JSS2 (as provided in July, 2008 negotiations), and to make contributions for each full time employee (excluding Lottery Clerks and Courtesy Clerks hired after 4/20/93) who has completed their probationary period as prescribed in the collective bargaining agreement. Such contributions shall be remitted to the Fund office on or before the twentieth (20th) day of each month for the preceding calendar month.

15.2 For part time employees who have been continuously employed for one (1) year, the Employer shall continue to make monthly contributions for each part time employee (excluding Lottery Clerks and Courtesy Clerks hired after 4/20/93) to the above named fund for Plan JSS2 benefits.

15.3 An employee hired after December 15, 1986, until September 4, 1996, and who qualifies for dependent coverage, can apply for dependent coverage by having the Employer deduct twenty-five dollars (\$25.00) from their pay on a monthly basis.

15.4 Full time and part time employees hired after September 4, 1996, and prior to April 1, 1999, the contribution by the Employer will commence with the first full payroll month following the completion of twelve (12) months of continuous employment with the Employer. Such contributions shall be remitted to the Fund office on or before the twentieth (20<sup>th</sup>) day of each month for the preceding calendar month. Full time employees hired after September 4, 1996, and who qualify for dependent coverage can apply for dependent coverage by having the Employer deduct twenty-five dollars (\$25.00) from their pay on a monthly basis. Part time employees hired after September 4, 1996, shall have a twenty-four (24) month waiting period for dependent coverage which shall be paid 80% by the employer and 20% by the employee. These employees shall be covered under Plan Y (as provided in July, 2008 negotiations) of the United Food and Commercial Workers and Participating Employers Health & Welfare Fund.

15.5 Full time employees hired on or after April 1, 1999, and prior to July 7, 2004, the contribution by the Employer will commence the first full payroll month following the completion of three (3) months after their date of hire. Such contributions shall be remitted to the Fund office on or before the twentieth (20<sup>th</sup>) day of each month for the preceding calendar month. Full time employees hired on or after April 1, 1999, who qualify for dependant coverage, may apply for dependant coverage by having the Employer deduct \$25.00 from their pay on a monthly basis. These employees shall be covered under Plan Y.

15.6 Benefits for employees hired on or after July 7, 2004, (excluding lottery and courtesy clerks) will be provided under Plan Y20 (as provided in July, 2008 negotiations). Full-time employees shall be eligible for Group A benefits after completion of ninety (90) days of continuous employment, and shall be eligible to receive Group B benefits after completion of six (6) months of continuous employment. Part time employees shall be eligible for Group A benefits after completion of eighteen (18) months of continuous employment and shall be eligible to receive Group B benefits after completion of thirty (30) months of continuous employment. Part time employees are not eligible for dependent coverage. Coverage for part-time employees shall be secondary if the employee is covered under another plan. Full-time and part-time employees shall be eligible to receive the Plan Y level of benefits after completion of six (6) years of continuous employment.

15.7 Employees hired on or after July 8, 2008 shall have contributions made on their behalf to the UFCW Unions and Participating Employers Health and Welfare Fund Plan Y20. Full time contributions commence 90 days after hire date with Group A benefits starting the first of the following month and Group B after the completion of six (6) months of continuous employment. Part time contributions commence nine (9) months after hire date with Group A benefits beginning after twelve (12) months and Group B benefits after eighteen (18) months.

Employees hired after July 8, 2008 shall be obligated to pay the following weekly co-premiums, unless a higher co-premium applies, effective the month of coverage. Although such employees are obligated to pay such co-premiums, it shall be the Employer's responsibility to collect the co-premiums from the employee. The Employer shall pay to the

Fund the full monthly contribution due on behalf of each eligible employee, regardless of whether the employee actually elects coverage.

\$5.00	Individual
\$10.00	Individual + one
\$15.00	Family

Employees choosing not to pay the premium will not have benefits.

15.8 The Employer shall make monthly contributions in amounts determined by the Board of Trustees of the above Funds, so as to maintain current and existing health and welfare benefits (as established in the negotiations of July, 2008) and further to provide a three (3) month financial reserve.

15.9 The nature, type and extent of the health and welfare benefits to be so provided shall be such as the Trustees under said Trust Fund shall in their discretion determine.

15.10 Details of the Trust Plan and Benefits, including a fully executed copy of the Trust Plan shall be provided the Employer and the Employer shall be notified promptly of any changes in the trust plan or benefits provided thereunder.

15.11 Monthly contributions will be made on behalf of each employee who received compensation from the Employer during said month.

15.12 It is understood and agreed that the benefits referred to herein shall be such as to allow the Employer an income tax deduction for the contribution paid hereinunder.

## **ARTICLE 16 Pension Fund**

16.1 For all full time employees hired before November 2, 1983, (excluding Lottery Clerks) the Employer agrees to contribute forty cents (\$.40) per hour to a jointly administered Trust Fund known as the United Food and Commercial Workers and Employers' Pension Fund (Atlanta Pension Fund). Hours paid shall include paid hours on vacation, holidays and other hours of leave paid for by the Employer. Such contributions shall be made on or before the twentieth (20th) day of each month for the preceding calendar month. Upon payment of monthly contributions, the Employer shall report to the Union and the Trust Fund all hours worked by all employees for which contributions were required during the preceding month.

Effective July 1, 2004, the Employer shall increase such contribution to forty-five cents (\$.45) per hour.

16.2 For all full time employees hired on or after November 2, 1983 and part time employees hired after January 1, 1986 (excluding Lottery Clerks and Courtesy Clerks hired

after 4/20/93) the Employer agrees to contribute to the UFCW Unions and Participating Employers Pension Fund, an amount equal to forty-eight cents (\$.48) per hour. Contributions to the Fund shall be made under the same terms and conditions as set forth in Section 16.1.

Effective July 1, 2009, the Employer shall increase such contribution to fifty-four cents (\$.54) per hour.

Effective July 1, 2010, the Employer shall increase such contribution to sixty cents (\$.60) per hour.

Employees hired after ratification will have contributions of twenty-four cents (\$.24) per hour.

16.3 The contributions provided for in the above Section shall be for the purpose of providing such pension benefits for eligible employees and other eligible persons as determined from time to time by the Trustees of the aforesaid Trust Fund pursuant to the terms of the Trust Agreement and Declaration of Trust.

16.4 The Employer hereby agrees to execute and be bound by the existing Trust Agreement covering the aforesaid Fund and any amendments thereto, without delay.

## **ARTICLE 17**

### **Legal Services Plan**

17.1 The Employer shall continue to make contributions for all employees (excluding Lottery Clerks and Courtesy Clerks hired after 4/30/93) with one (1) year of service covered by this Agreement. Said contributions are to be remitted monthly to the UFCW Unions and Participating Employers Legal Benefit Trust. Contributions shall be made in amounts necessary to maintain existing benefits for the duration of this Agreement.

17.2 The Employer shall contribute amounts required to continue Legal Benefits for the duration of the agreement.

17.3 For employees hired on or after July 7, 2004, the monthly contribution by the Employer will commence with the first full payroll week of the month following the completion of fifteen (15) months of continuous employment with the Employer and eligibility will commence after eighteen (18) months of continuous employment.

## **ARTICLE 18 Scholarship Benefits**

18.1 The Board of Trustees of the FELRA & UFCW Health & Welfare Fund will maintain a separate accounting of the assets and liabilities attributable to the provision of scholarship benefits under the Welfare Fund and such separate account shall be referred to as the "United Food and Commercial Workers and Food Employers Labor Relations Association Scholarship Fund." The Scholarship Fund shall be governed by the Board of Trustees of the Welfare Fund.

18.2 It is understood and agreed that the Welfare Fund referred to herein shall be such as to allow the Employer an income tax deduction for the contribution paid hereunder.

18.3 It is agreed that all questions involving scholarship benefits not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Welfare Fund and the Scholarship Plan.

## **ARTICLE 19 Voluntary Check Off**

19.1 Dues Deductions - The Employer agrees to deduct Union dues, the initiation fee and authorized assessments from the weekly wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization to do so. Such deductions shall be made by the Employer each payroll period, from the wages of employees. The Employer shall forward such payroll deductions to the Secretary-Treasurer of the Union weekly, indicating the employee's name, social security number and the amount deducted for each employee. The Employer shall make every effort to include in the identifying information concerning the deductions the date for which the deductions were made, regular dues, additional amounts deducted to repay shortages in dues paid due to absences, and initiation fees.

19.2 The Employer agrees to deduct authorized amounts from employees' pay checks, and remit same to the AFL-CIO Employees Federal Credit Union office weekly.

19.3 The Employer agrees to check-off one dollar (\$1.00) on a weekly basis and remit on a monthly basis, from employees who sign Active Ballot Club deduction authorization forms, to the Local 400 Active Ballot Club.

19.4 The Employer agrees that it will utilize current computer capabilities to electronically transfer dues, initiation fees, credit union deductions, as well as updated employee information to the Union. The parties agree that they will cooperate with one another to accomplish this objective. This will not increase administrative costs.

## **ARTICLE 20**

### **Grievances and Arbitration**

20.1 Should a controversy, dispute or disagreement arise during the period of this Agreement concerning the interpretation of the provisions of this Agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the Agreement, there shall be no cessation or stoppage of work or lockout because of such controversy, dispute or disagreement, but the difference shall be adjusted in the following manner:

- a. Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall, within three (3) days, commence discussion in an attempt to reach a settlement of the controversy.

20.2 If the matter is not amicably settled under section 20.1 above, then either party may, on giving five (5) days notice to the other party:

- a. Submit the matter to the American Arbitration Association for a list of fifteen (15) arbitrators and the parties shall select there from one (1) arbitrator as follows: Each of the parties shall strike one (1) name from the list until a last name remains, each of the parties drawing lots to determine who shall be entitled to the first strike.
- b. The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local or of the International or which may in any way affect or change the Union Security Clause, nor shall the arbitrator have the authority to effect a change in, modify, or amend any of the provisions of this Agreement or to make decisions or provisions covering wages or working conditions to be incorporated either in a new Agreement or any subsequent annual Agreement, except as hereinafter provided.
- c. In the event that one (1) party should fail to make their selection of arbitrators within two (2) weeks after receipt of notification by the other party that their choices have been submitted, then the first choice of the selecting party shall be binding on the non-selecting party.
- d. In the further event, should one (1) party fail to participate in the scheduled arbitration proceeding, the other party may proceed unilaterally and the decision of the arbitrator shall be final and binding upon all parties.
- e. The Employer and the Union agree that they will exchange necessary information to prepare for an arbitration.

- f. The decision of the Arbitrator shall be final and binding on both parties.

20.3 The provisions of no strike or lockout shall not be binding on either party if the other fails to abide by the decision of the arbitrator. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

20.4 All complaints must be filed, in writing, within thirty (30) days after occurrence of the matter in dispute or disagreement, provided that any complaints in reference to dismissal must be filed, in writing, to the Employer within ten (10) days from the date of dismissal. Complaints not filed within the limits herein specified shall have no right of appeal by any party involved.

20.5 During the consideration of such difference or misunderstanding, neither party shall use any coercive or retaliatory measures to compel the other party to accede to its demands.

20.6 Since it is the desire of the parties to expedite the handling of all grievances, they therefore agree that the time limits prescribed must be followed, unless agreed to by the Union and the Employer. The party failing to move forward as required shall be deemed to have withdrawn the grievance. All notices required herein shall be in writing.

## **ARTICLE 21 Labor & Management Committee**

The Employer and the Union agree to maintain a Joint Labor/Management Committee which will meet once each month. The monthly meetings may be waived by mutual agreement.

The Labor Committee shall consist of no less than one (1) employee from each bargaining unit (i.e. clerks, meat cutters) from each store, if possible.

The purpose of this joint committee is to provide a forum in which the parties can discuss mutual problems, share ideas etc., so as to achieve a more understanding harmonious relationship.

## **ARTICLE 22 Military Service**

The Employer will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service, he shall receive whatever vacation pay is due him. The applications of this provision will comply with the Military Selective Service Act of 1967 as amended. Because the schedule of progressive wage rates provided for by the appropriate wage scale hereof depends upon actual experience on the job, a person reemployed pursuant to this Article shall, for purposes of the appropriate wage scale, be credited only with months of actual payroll service. A person so

reemployed shall be paid the current rate for the appropriate job classification based on his actual job experience.

### **ARTICLE 23 No Strikes and Lockouts**

Except for:

1. Refusal to comply with the arbitration machinery set forth herein, or
2. Refusal to comply with the decision of the Board of Arbitration.

There will be no strikes or lockouts during the existence of this Agreement. The Union agrees that during such time it will not order, but will use every effort to prevent a concerted cessation of work by any of the employees of the Employer for any reason. Nothing herein contained shall compel any employee to walk through a picket line, provided the picket line has the sanction of its own Union and the United Food and Commercial Workers International Union.

### **ARTICLE 24 Invalidation**

Should any Article, Section or portion hereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision, provided, however, that upon such a decision the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

### **ARTICLE 25 Successorship**

This Agreement shall be binding upon all signatories hereto, and their successors and assigns, whether such status is created by sale, lease, assignment or any other type of transfer or transaction. In consideration of the Union's execution of this Agreement, the Employer promises that its operations covered by this Agreement or any part thereof shall not be sold, conveyed or otherwise transferred or assigned to any successor without first securing the agreement of the successor to assume the Employer's obligation under this Agreement to offer employment to all of the Employer's current employees. Provided, however, that the economic provisions of this Agreement may be reopened if upon mutual agreement of the successor employer and the Union the signatory employer's operation is sold, conveyed, transferred, or assigned to a successor employer who is engaged in a substantially different retail food operation. The foregoing shall be applicable only in separate transactions where the Employer sells or transfers more than ten percent (10%) of the facilities covered under this Agreement, but shall not apply to any facility which is sold or transferred and remains closed for thirty (30) days or more.

In the event that the successor employer and Union agree to reopen the contract with respect to the economic provisions thereof, and in the further event that the parties are unable to reach a new agreement with respect to economic terms and conditions, the current agreement will remain in full force and effect.

**ARTICLE 26**  
**Duration of Contract**

This Agreement shall continue in effect from July 6, 2008, to July 7, 2012, and shall continue in effect from year to year thereafter unless either party serves notice in writing on or before, February 1, 2012, or on or before February 1<sup>st</sup> of any year thereafter of a desire for termination of or for changes in the Agreement. In the event either party serves such notice in respect to changes in the Agreement, the Employer and the Union shall immediately begin negotiations on the proposed changes, and that pending the termination of negotiations, neither party shall change conditions existing under the Agreement, it being understood and agreed that either party may in its own discretion, by written notice, unilaterally terminate such negotiations whenever it so desires.

IN WITNESS WHEREOF, the undersigned have affixed their signature as legal representatives of both the Employer and the Union.

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SCHEDULE "A" WAGES**

<u>CLASSIFICATION</u>	Effective <u>7/06/08</u>	Effective <u>7/05/09</u>	Effective <u>7/04/10</u>	Effective <u>7/03/11</u>
<u>ASSISTANT MANAGER (\$19.46)</u>	\$20.11	\$20.71	\$21.06	\$21.46
	.65¢/hr	.60¢/hr	.35¢/hr	.40¢/hr
<u>GROCERY/DELI/PRODUCE/BAKERY/ Customer Service Manager (\$19.11)</u>	\$19.76	\$20.36	\$20.71	\$21.11
	.65¢/hr	.60¢/hr	.35¢/hr	.40¢/hr
<u>MEAT MANAGER (\$20.65)</u>	\$21.30	\$21.90	\$22.25	\$22.65
	.65¢/hr	.60¢/hr	.35¢/hr	.40¢/hr
<u>FIRST CUTTER (\$19.90)</u>	\$20.30	\$20.65	\$21.00	\$21.40
	.40¢/hr	.35¢/hr	.35¢/hr	.40¢/hr
<u>JOURNEYMAN (\$19.56)</u>	\$19.96	\$20.31	\$20.66	\$21.06
	.40¢/hr	.35¢/hr	.35¢/hr	.40¢/hr
<u>OFFICE MANAGER (\$18.10)</u>	\$18.50	\$18.85	\$19.20	\$19.60
	.40¢/hr	.35¢/hr	.35¢/hr	.40¢/hr
<u>SEAFOOD MANAGER (\$19.11)</u>	\$19.51	\$19.86	\$20.21	\$20.61
	.40¢/hr	.35¢/hr	.35¢/hr	.40¢/hr
<b>EMPLOYEES HIRED AFTER APRIL 20, 1993</b>				
<p>Note: Top pay for those hired prior to April 20, 1993 would be the same as listed in Schedule A with the exception of Old Jumbo and Porter. Wage increases shall be paid to all employees at or above the top of the scale as of the effective date of increase.</p>				
	Effective <u>7/06/08</u>	Effective <u>7/05/09</u>	Effective <u>7/04/10</u>	Effective <u>7/03/11</u>
<u>MEAT APPRENTICE</u>				
Start	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
60 Days	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50
6 Months	\$ 8.25	\$ 8.25	\$ 8.25	\$ 8.25
12 Months	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00
18 Months	\$ 9.75	\$ 9.75	\$ 9.75	\$ 9.75
24 Months (\$16.80)	\$17.20	\$17.55	\$17.90	\$18.30
	.40¢/hr	.35¢/hr	.35¢/hr	.40¢/hr
<u>FULL TIME FOOD CLERK</u>				
Start	\$ 6.35	\$ 6.35	\$ 6.35	\$ 6.35
90 Days	\$ 6.60	\$ 6.60	\$ 6.60	\$ 6.60
9 Months	\$ 7.10	\$ 7.10	\$ 7.10	\$ 7.10
15 Months	\$ 7.60	\$ 7.60	\$ 7.60	\$ 7.60
21 Months	\$ 8.10	\$ 8.10	\$ 8.10	\$ 8.10
27 Months	\$ 8.60	\$ 8.60	\$ 8.60	\$ 8.60
33 Months	\$ 9.35	\$ 9.35	\$ 9.35	\$ 9.35
39 Months	\$10.35	\$10.35	\$10.35	\$10.35
45 Months (\$17.10)	\$17.50	\$17.85	\$18.20	\$18.60
	.40¢/hr	.35¢/hr	.35¢/hr	.40¢/hr

**SCHEDULE "A" WAGES (continued)**

**EMPLOYEES HIRED AFTER APRIL 20, 1993**

<u>CLASSIFICATION</u>	Effective 7/06/08	Effective 7/05/09	Effective 7/04/10	Effective 7/03/11
<b>PART TIME FOOD CLERK</b>				
Start	\$ 6.35	\$ 6.35	\$ 6.35	\$ 6.35
90 Days	\$ 6.50	\$ 6.50	\$ 6.50	\$ 6.50
9 Months	\$ 6.85	\$ 6.85	\$ 6.85	\$ 6.85
15 Months	\$ 7.35	\$ 7.35	\$ 7.35	\$ 7.35
21 Months	\$ 7.85	\$ 7.85	\$ 7.85	\$ 7.85
27 Months	\$ 8.35	\$ 8.35	\$ 8.35	\$ 8.35
33 Months	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10
39 Months	\$10.10	\$10.10	\$10.10	\$10.10
45 Months (\$16.55)	\$16.95	\$17.30	\$17.65	\$18.05
	.40¢/hr	.35¢/hr	.35¢/hr	.40¢/hr
<b>FULL &amp; PART TIME SERVICE CLERK /NON-FOOD CLERK / PORTER</b>				
Start	\$ 5.55	\$ 5.55	\$ 5.55	\$ 5.55
90 Days	\$ 5.80	\$ 5.80	\$ 5.80	\$ 5.80
9 Months	\$ 6.05	\$ 6.05	\$ 6.05	\$ 6.05
15 Months	\$ 6.35	\$ 6.35	\$ 6.35	\$ 6.35
21 Months	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75
27 Months	\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
33 Months (\$12.45)	\$12.75	\$13.00	\$13.25	\$13.55
	.30¢/hr	.25¢/hr	.25¢/hr	.30¢/hr
<b>COURTESY CLERK/LOTTERY CLERK</b>				
Start	\$ 5.10	\$ 5.10	\$ 5.10	\$ 5.10
60 Days	\$ 5.35	\$ 5.35	\$ 5.35	\$ 5.35
6 Months	\$ 5.60	\$ 5.60	\$ 5.60	\$ 5.60
12 Months	\$ 5.85	\$ 5.85	\$ 5.85	\$ 5.85
18 Months (\$9.25)	\$ 9.45	\$ 9.60	\$ 9.75	\$ 9.95
	.20¢/hr	.15¢/hr	.15¢/hr	.20¢/hr
PORTER (\$14.15) Hired prior to April 20, 1993	\$14.45 .30¢/hr	\$14.70 .25¢/hr	\$14.95 .25¢/hr	\$15.25 .30¢/hr

\*\*\* Effective January 7, 2001, employees at the top of their wage scale shall receive an additional ten cents (\$.10) per hour increase. This increase shall not be added to pay scales.

## SCHEDULE "B" WAGES

### EMPLOYEES HIRED ON OR AFTER SEPTEMBER 8, 1996 AND PRIOR TO JULY 7, 2004

Wage increases shall be paid to all employees at or above the top of the scale as of the effective date of increase.

CLASSIFICATION	Effective <u>7/06/08</u>	Effective <u>7/05/09</u>	Effective <u>7/04/10</u>	Effective <u>7/03/11</u>
<b>FULL &amp; PART TIME FOOD CLERK</b>				
Start	\$ 6.35	\$ 6.35	\$ 6.35	\$ 6.35
90 Days	\$ 6.50	\$ 6.50	\$ 6.50	\$ 6.50
9 Months	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75
15 Months	\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
18 Months	\$ 7.35	\$ 7.35	\$ 7.35	\$ 7.35
21 Months	\$ 7.45	\$ 7.45	\$ 7.45	\$ 7.45
24 Months	\$ 7.55	\$ 7.55	\$ 7.55	\$ 7.55
27 Months	\$ 7.70	\$ 7.70	\$ 7.70	\$ 7.70
30 Months	\$ 7.95	\$ 7.95	\$ 7.95	\$ 7.95
33 Months	\$ 8.15	\$ 8.15	\$ 8.15	\$ 8.15
36 Months	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50
39 Months	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90
42 Months	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10
45 Months (\$14.65)	\$15.05	\$15.40	\$15.75	\$16.15
	.40¢/hr	.35¢/hr	.35¢/hr	.40¢/hr
<b>FULL &amp; PART TIME SERVICE CLERK NON-FOOD CLERK / PORTER</b>				
Start	\$ 5.55	\$ 5.55	\$ 5.55	\$ 5.55
90 Days	\$ 5.65	\$ 5.65	\$ 5.65	\$ 5.65
9 Months	\$ 5.75	\$ 5.75	\$ 5.75	\$ 5.75
15 Months	\$ 5.95	\$ 5.95	\$ 5.95	\$ 5.95
18 Months	\$ 6.10	\$ 6.10	\$ 6.10	\$ 6.10
21 Months	\$ 6.25	\$ 6.25	\$ 6.25	\$ 6.25
24 Months	\$ 6.45	\$ 6.45	\$ 6.45	\$ 6.45
27 Months	\$ 6.70	\$ 6.70	\$ 6.70	\$ 6.70
30 Months	\$ 6.95	\$ 6.95	\$ 6.95	\$ 6.95
33 Months (\$11.45)	\$11.75	\$12.00	\$12.25	\$12.55
	.30¢/hr	.25¢/hr	.25¢/hr	.30¢/hr

**SCHEDULE "B" WAGES (continued)**

**EMPLOYEES HIRED ON OR AFTER  
SEPTEMBER 8, 1996 AND PRIOR TO JULY 7, 2004**

<u>CLASSIFICATION</u>	Effective	Effective	Effective	Effective
	<u>7/06/08</u>	<u>7/05/09</u>	<u>7/04/10</u>	<u>7/03/11</u>
<b>APPRENTICE MEAT CUTTER</b>				
Start	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
60 Days	\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
6 Months	\$ 7.40	\$ 7.40	\$ 7.40	\$ 7.40
12 Months	\$ 7.70	\$ 7.70	\$ 7.70	\$ 7.70
15 Months	\$ 8.20	\$ 8.20	\$ 8.20	\$ 8.20
18 Months	\$ 8.70	\$ 8.70	\$ 8.70	\$ 8.70
21 Months	\$ 9.50	\$ 9.50	\$ 9.50	\$ 9.50
24 Months (\$14.85)	\$15.25	\$15.60	\$15.95	\$16.35
	.40¢/hr	.35¢/hr	.35¢/hr	.40¢/hr
<b>COURTESY CLERK &amp; LOTTERY CLERK</b>				
Start	\$ 5.10	\$ 5.10	\$ 5.10	\$ 5.10
60 Days	\$ 5.25	\$ 5.25	\$ 5.25	\$ 5.25
6 Months	\$ 5.40	\$ 5.40	\$ 5.40	\$ 5.40
12 Months	\$ 5.70	\$ 5.70	\$ 5.70	\$ 5.70
15 Months	\$ 5.85	\$ 5.85	\$ 5.85	\$ 5.85
18 Months	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00
21 Months	\$ 6.25	\$ 6.25	\$ 6.25	\$ 6.25
24 Months (\$9.25)	\$ 9.45	\$ 9.60	\$ 9.75	\$ 9.95
	.20¢/hr	.15¢/hr	.15¢/hr	.20¢/hr

**NOTES**

1. Effective January 7, 2001, employees at the top of their wage scale shall receive an additional ten cents (\$.10) per hour increase. This increase shall not be added to the pay scales.
2. Shoppers agrees to institute a 401(K) Plan by January 1, 1997.
3. Lottery Clerks hired after 4/20/93 shall be part of the Courtesy Clerk Schedule.
4. If more than one HBC/GM Clerk works in a store, then the lead HBC/GM Clerk will be classified and receive the food clerk rate of pay.
5. All employees classified as Head Cashier or full time Bookkeeper shall receive an additional twenty-five cents (\$.25) per hour premium pay.
6. All employees classified as Lead Dairy, Lead Frozen Food and Lead Seafood, shall receive an additional fifty cents (\$.50) per hour premium pay.
7. All employees classified as Lead Scan Coordinators shall receive an addition twenty five (\$.25) per hour premium pay.

## SCHEDULE "B-1" WAGES

### EMPLOYEES HIRED ON OR AFTER JULY 7, 2004 AND PRIOR TO JULY 6, 2008

<u>CLASSIFICATION</u>	Effective <u>7/06/08</u>	Effective <u>7/05/09</u>	Effective <u>7/04/10</u>	Effective <u>7/03/11</u>
<b>FULL &amp; PART TIME FOOD CLERK</b>				
Start	\$ 7.55	\$ 7.55	\$ 7.55	\$ 7.55
520 Hours	\$ 7.70	\$ 7.70	\$ 7.70	\$ 7.70
1040 Hours	\$ 7.95	\$ 7.95	\$ 7.95	\$ 7.95
1560 Hours	\$ 8.15	\$ 8.15	\$ 8.15	\$ 8.15
2080 Hours	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50
2600 Hours	\$ 8.90	\$ 8.90	\$ 8.90	\$ 8.90
3120 Hours	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10
3640 Hours (\$14.65)	\$15.05	\$15.40	\$15.75	\$16.15
	.40¢/hr	.35¢/hr	.35¢/hr	.40¢/hr
<b>FULL &amp; PART TIME SERVICE CLERK NON-FOOD CLERK / PORTER</b>				
Start	\$ 6.15	\$ 6.15	\$ 6.15	\$ 6.15
520 Hours	\$ 6.30	\$ 6.30	\$ 6.30	\$ 6.30
1560 Hours	\$ 6.55	\$ 6.55	\$ 6.55	\$ 6.55
2600 Hours	\$ 6.95	\$ 6.95	\$ 6.95	\$ 6.95
3120 Hours	\$ 7.10	\$ 7.10	\$ 7.10	\$ 7.10
3640 Hours	\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
4160 Hours	\$ 7.45	\$ 7.45	\$ 7.45	\$ 7.45
4680 Hours	\$ 7.70	\$ 7.70	\$ 7.70	\$ 7.70
5200 Hours	\$ 7.95	\$ 7.95	\$ 7.95	\$ 7.95
5720 Hours (\$11.45)	\$11.75	\$12.00	\$12.25	\$12.55
	.30¢/hr	.25¢/hr	.25¢/hr	.30¢/hr
<b>APPRENTICE MEAT CUTTER</b>				
Start	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
347 Hours	\$ 7.25	\$ 7.25	\$ 7.25	\$ 7.25
1040 Hours	\$ 7.40	\$ 7.40	\$ 7.40	\$ 7.40
2080 Hours	\$ 7.70	\$ 7.70	\$ 7.70	\$ 7.70
2600 Hours	\$ 8.20	\$ 8.20	\$ 8.20	\$ 8.20
3120 Hours	\$ 8.70	\$ 8.70	\$ 8.70	\$ 8.70
3640 Hours	\$ 9.50	\$ 9.50	\$ 9.50	\$ 9.50
4160 Hours (\$14.85)	\$15.25	\$15.60	\$15.95	\$16.35
	.40¢/hr	.35¢/hr	.35¢/hr	.40¢/hr

**SCHEDULE "B-1" WAGES (continued)**

**EMPLOYEES HIRED ON OR AFTER JULY 7, 2004 AND PRIOR TO JULY 6, 2008**

<u>CLASSIFICATION</u>	Effective	Effective	Effective	Effective
	<u>7/06/08</u>	<u>7/05/09</u>	<u>7/04/10</u>	<u>7/03/11</u>
<b>COURTESY CLERK &amp; LOTTERY CLERK</b>				
Start	\$ 6.55	\$ 6.55	\$ 6.55	\$ 6.55
347 Hours	\$ 6.75	\$ 6.75	\$ 6.75	\$ 6.75
1040 Hours	\$ 6.95	\$ 6.95	\$ 6.95	\$ 6.95
2080 Hours	\$ 7.15	\$ 7.15	\$ 7.15	\$ 7.15
2600 Hours	\$ 7.35	\$ 7.35	\$ 7.35	\$ 7.35
3120 Hours	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50
3640 Hours	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
4160 Hours (\$9.25)	\$ 9.45	\$ 9.60	\$ 9.75	\$ 9.95
	.20¢/hr	.15¢/hr	.15¢/hr	.20¢/hr

**NOTES**

1. Effective January 7, 2001, employees at the top of their wage scale shall receive an additional ten cents (\$.10) per hour increase. This increase shall not be added to the pay scales.
2. Shoppers agrees to institute a 401(K) Plan by January 1, 1997.
3. Lottery Clerks hired after 4/20/93 shall be part of the Courtesy Clerk Schedule.
4. If more than one HBC/GM Clerk works in a store, then the lead HBC/GM Clerk will be classified and receive the food clerk rate of pay.
5. All employees classified as Head Cashier or full time Bookkeeper shall receive an additional twenty-five cents (\$.25) per hour premium pay.
6. All employees classified as Lead Dairy, Lead Frozen Food and Lead Seafood, shall receive an additional fifty cents (\$.50) per hour premium pay.
7. All employees classified as Lead Scan Coordinators shall receive an addition twenty five (\$.25) per hour premium pay.

**SCHEDULE "B-2" WAGES**

**EMPLOYEES HIRED ON OR AFTER JULY 6, 2008**

<u>CLASSIFICATION</u>	Effective <u>7/06/08</u>	Effective <u>7/05/09</u>	Effective <u>7/04/10</u>	Effective <u>7/03/11</u>
<b><u>FULL &amp; PART TIME FOOD CLERK</u></b>				
Start - 520	\$7.55	\$ 7.55	\$ 7.55	\$ 7.55
521 - 1040	\$7.70	\$ 7.70	\$ 7.70	\$ 7.70
1041 - 1560	\$7.95	\$ 7.95	\$ 7.95	\$ 7.95
1561 - 2080	\$8.15	\$ 8.15	\$ 8.15	\$ 8.15
2081 - 2600	\$8.50	\$ 8.50	\$ 8.50	\$ 8.50
2601 - 3120	\$8.90	\$ 8.90	\$ 8.90	\$ 8.90
3121 - 3640	\$9.10	\$ 9.10	\$ 9.10	\$ 9.10
3641 - 4160	\$9.40	\$9.40	\$9.40	\$9.40
4161 - 4680	\$9.70	\$9.70	\$9.70	\$9.70
4681 - 5200	\$10.00	\$10.00	\$10.00	\$10.00
5201 - 5720	\$10.25	\$10.25	\$10.25	\$10.25
5721 - 6240	\$10.50	\$10.50	\$10.50	\$10.50
6241 - 6760	\$10.75	\$10.75	\$10.75	\$10.75
6761 - 7280	\$11.00	\$11.00	\$11.00	\$11.00
7281 - 7800	\$11.25	\$11.25	\$11.25	\$11.25
7801 - 8320	\$11.50	\$11.50	\$11.50	\$11.50
8321 - 8840	\$12.00	\$12.00	\$12.00	\$12.00
8841 - 9360	\$12.50	\$12.50	\$12.50	\$12.50
9361 - 9880	\$13.00	\$13.00	\$13.00	\$13.00
9881 - 10400	\$13.50	\$13.50	\$13.50	\$13.50
10401 - 10920	\$14.00	\$14.00	\$14.00	\$14.00
10921	\$14.50	\$14.50	\$14.50	\$14.50
<b><u>APPRENTICE MEAT CUTTER</u></b>				
0 to 520 hrs	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
521 to 1040 hrs	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50
1041 to 1560 hrs	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00
1561 to 2080 hrs	\$10.00	\$10.00	\$10.00	\$10.00
2081 to 2600 hrs	\$11.00	\$11.00	\$11.00	\$11.00
2601 to 3120 hrs	\$12.00	\$12.00	\$12.00	\$12.00
3121 to 3640 hrs	\$13.00	\$13.00	\$13.00	\$13.00
3641 to 4160 hrs	\$14.00	\$14.00	\$14.00	\$14.00
After 4160 hrs	\$14.85	\$14.85	\$14.85	\$14.85

Employees reaching top of the new hire scale will receive any subsequent across the board increases as scheduled.

<u>7/6/2008</u>	<u>7/5/2009</u>	<u>7/4/2010</u>	<u>7/3/2011</u>
\$ .40/hr	\$ .35/hr	\$ .35/hr	\$ .40/hr

**SCHEDULE "B-2" WAGES (continued)**

**EMPLOYEES HIRED ON OR AFTER JULY 6, 2008**

<u>CLASSIFICATION</u>	Effective <u>7/06/08</u>	Effective <u>7/05/09</u>	Effective <u>7/04/10</u>	Effective <u>7/03/11</u>
<b>FULL &amp; PART TIME SERVICE CLERK NON-FOOD CLERK / PORTER</b>				
0 to 520 hrs	\$7.00	\$7.25	\$7.25	\$7.25
521 to 1040 hrs	\$7.10	\$7.35	\$7.35	\$7.35
1041 to 1560 hrs	\$7.20	\$7.45	\$7.45	\$7.45
1561 to 2080 hrs	\$7.35	\$7.55	\$7.55	\$7.55
2081 to 2600 hrs	\$7.50	\$7.60	\$7.60	\$7.60
2601 to 3120 hrs	\$7.65	\$7.75	\$7.75	\$7.75
3121 to 3640 hrs	\$7.90	\$8.00	\$8.00	\$8.00
3641 to 4160 hrs	\$8.15	\$8.25	\$8.25	\$8.25
4160 to 4680 hrs	\$8.30	\$8.45	\$8.45	\$8.45
4681 to 5200 hrs	\$8.45	\$8.65	\$8.65	\$8.65
5201 to 5720 hrs	\$8.65	\$8.85	\$8.85	\$8.85
5721 to 6240 hrs	\$8.80	\$9.00	\$9.00	\$9.00
6241 to 6760 hrs	\$9.00	\$9.15	\$9.15	\$9.15
6761 to 7280 hrs	\$9.25	\$9.30	\$9.30	\$9.30
7281 to 7800 hrs	\$9.50	\$9.50	\$9.50	\$9.50
7801 to 8320 hrs	\$9.75	\$9.75	\$9.75	\$9.75
8321 to 8840 hrs	\$10.00	\$10.00	\$10.00	\$10.00
8841 to 9360 hrs	\$10.25	\$10.25	\$10.25	\$10.25
9361 to 9880 hrs	\$10.50	\$10.50	\$10.50	\$10.50
9881 to 10400 hrs	\$10.75	\$10.75	\$10.75	\$10.75
10401	\$11.00	\$11.00	\$11.00	\$11.00
Employees reaching top of the new hire scale will receive any subsequent across the board increases as scheduled:				
	<u>7/6/2008</u> \$.30/hr	<u>7/5/2009</u> \$.25/hr	<u>7/4/2010</u> \$.25/hr	<u>7/3/2011</u> \$.30/hr
<b>COURTESY CLERK &amp; LOTTERY CLERK</b>				
0 to 520 hrs	\$6.55	\$7.25	\$7.25	\$7.25
521 to 1040 hrs	\$6.75	\$7.35	\$7.35	\$7.35
1041 to 1560 hrs	\$6.95	\$7.45	\$7.45	\$7.45
1561 to 2080 hrs	\$7.15	\$7.60	\$7.60	\$7.60
2081 to 2600 hrs	\$7.35	\$7.70	\$7.70	\$7.70
2601 to 3120 hrs	\$7.50	\$7.80	\$7.80	\$7.80
3121 to 3640 hrs	\$7.75	\$8.00	\$8.00	\$8.00
3641 to 4160 hrs	\$8.00	\$8.25	\$8.25	\$8.25
4161 to 4680 hrs	\$8.25	\$8.50	\$8.50	\$8.50
4681 to 5200 hrs	\$8.85	\$8.85	\$8.85	\$8.85
Employees reaching top of the new hire scale will receive any subsequent across the board increases as scheduled:				
	<u>7/6/2008</u> \$.20/hr	<u>7/5/2009</u> \$.15/hr	<u>7/4/2010</u> \$.15/hr	<u>7/3/2011</u> \$.20/hr