

AGREEMENT WITH

GRISTEDES

and



a VOICE for working America

LOCAL 1500

INTERNATIONAL UNION, CLC

Effective Date: June 26, 2006

Expiration Date: June 27, 2010

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AGREEMENT

AGREEMENT made as of the 25th day of June, 2006, by and between UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1500, chartered by the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, having its principal place of business at 221-10 Jamaica Avenue, Queens Village, New York 11428, hereinafter referred to as the "Union", and GRISTEDE'S FOODS INC, its successors and assigns, having its principal place of business at 823 Eleventh Avenue, New York, New York 10019, hereinafter referred to as the "Employer".

WITNESSETH: That in consideration of the mutual promises, covenants and conditions herein contained, and for other good and valuable consideration, the parties hereto do hereby agree as follows:

ARTICLE 1 **UNION RECOGNITION**

1.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees, excluding meat department employees, store managers, executive and supervisory employees, in stores now operated or to be operated in the State of New York or Connecticut, and Charles & Company employees.

ARTICLE 2 **UNION SHOP**

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

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

ARTICLE 3 **MANAGEMENT**

3.01 The operation of the Employer's business, to make and enforce rules and regulations, the direction of the working forces including but not limited to the establishment of the opening and closing time of stores, the assignment of employees' starting and stopping hours, the right to interchange employees between any store departments, the right to hire, assign, transfer, suspend, lay off, recall, promote, classify, discharge for good cause or discipline employees, to relieve employees from duty because of lack of work and to transfer employees from one store location to another, irrespective of the County or State wherein the store is located, are vested exclusively with the Employer, subject to the provisions of this Agreement.

ARTICLE 4
PROBATIONARY PERIOD

4.01 The Employer shall be entitled to a probationary period of thirty (30) days for all new employees, and such new employees may be discharged by the Employer within the said thirty (30) day probationary period without any reason being assigned for said discharge.

The trial period for new part-time employees hired on or after June 26, 2006 shall be sixty days.

4.02 The probationary period for new employees in new or remodeled stores shall be sixty (60) days from the date of employment.

4.03 The Employer may hire an employee in a management trainee capacity and employ such trainee for an employment period of ninety (90) days. At the end of ninety (90) days, the employee may continue his employment as a manager, or may be discharged without assigning a cause therefore, or may be retained by the Employer as a bargaining unit employee, in which event he shall join the Union.

ARTICLE 5
CHECK-OFF

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

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

5.03 Such deductions will be made by the Employer from the wages of the employees in advance of the month due and will be transmitted to the Union by the tenth (10th) day of the following month. If the Employer fails to remit the checked-off dues and initiation fees as provided in this paragraph by the fifteenth (15th) day of the month due, the Union shall have the right to turn the matter over to an attorney to institute any proceedings deemed appropriate for collection, provided that the Union shall prior to the said fifteenth (15th) day, orally notify the Employer of the delinquency. In the event the delinquency is turned over to an attorney for collection, the Employer agrees to be responsible for all reasonable collection expenses, including, but not limited to, reasonable attorneys' fees.

5.04 The Employer agrees to deduct weekly from the wages of those employees who have given proper authorization, such amounts due the Teachers Federal Credit Union and remit same to said Credit Union on a monthly basis. The Employer's obligation to remit to the Teachers Federal Credit Union shall be limited to the amounts, which it actually deducts from the employees' wage.

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

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

ARTICLE 6
WORK SCHEDULE

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

ARTICLE 7
HOURS

7.01 The work week for regular full time employees shall consist of forty (40) hours per week divided into eight (8) hours per day, extending over a period of five (5) days. All employees regularly working thirty two (32) hours or more per week shall be considered full time employees.

7.02 The Employer agrees to pay all employees for any and all hours worked in excess of their regular work week or work day, overtime at the rate of time and one-half (1½) their hourly rate. The day off for each employee shall be assigned by the Employer.

7.03 If a store is open for business on New Year's Day, Easter Sunday, Thanksgiving Day or Christmas Day, the store will be staffed on a voluntary basis and then by inverse order of seniority.

7.04 In addition to work shifts presently in effect, the Employer may establish additional eight (8) hour work shifts, which may commence after 10:00 A.M. for full time employees whose employment date commences on or after September 1, 1967. Full time employees working on any of said shifts shall receive Fifty (50¢) Cents per hour in addition to their base pay for all work performed after 7:00 P.M., within a forty (40) hour week.

7.05 Newly hired and or reclassified full time employees hired on or after June 22, 1998, may be scheduled to a shift starting at 5:00 a.m. or later and shall receive no premium pay for this shift.

7.06 Full time employees hired after June 22, 1985 to work four (4) or more days per week on any shift starting between 12:00 P.M. and 3:30 P.M., shall receive premium pay of one (\$1.00) Dollar per day.

7.07 Newly hired and or reclassified full time employees hired on or after June 22, 1998, whose shift starts at 11:00 a.m. or later shall receive a premium of \$1.00 per shift from the first day of that shift.

7.08 The sixth (6th) day worked in excess of a regular five (5) day week shall be compensated at one and one-half (1½) times the regular hourly rate of pay for hours worked.

7.09 Work performed on Sunday by full time employees, and part time employees hired prior to January 1, 1987, shall be compensated at double (2X) time the regular hourly rate of pay for hours worked. Part time employees hired on or after January 1, 1987 shall be compensated at one and one-half times (1½) the regular hourly rate for hours worked on Sunday. Effective January 1, 1990, full time employees hired on or after January 1, 1990 shall be compensated at one and one-half times (1½) the regular hourly rate for hours worked on Sunday. Sunday shall not be considered as part of the regular work week.

7.10 Full time employees paid double (2X) time for Sunday work, if converted to part time status, shall continue to be paid double (2X) time. Part time employees paid double (2X) time for Sunday work, if converted to full time status, shall continue to be paid double (2X) time. Part time employees paid time and one-half (1½) for Sunday work if converted to full time status on or after June 19, 1988, shall continue to be paid time and one-half (1½). Full time employees hired on or after January 1, 1990, who shall be paid time and one-half (1½) for Sunday work, if converted to part time status, shall continue to be paid time and one-half (1½).

7.11 Effective January 1, 1996 those employees, full time or part time, who are receiving double time for work performed on Sunday shall receive a frozen premium rate which is equal to the hourly rate of pay they were earning as of January 1, 1996. In addition to this premium hourly rate they shall receive their regular hourly rate of pay for each hour of work performed on Sunday. As their regular hourly rate increases the frozen premium hourly rate shall remain the same, except that in the event of a reclassification from part time to full time, full time to part time, department manager to full time or part time, full time or part time to department manager, the frozen premium hourly rate will be equal to the hourly rate they are entitled to after reclassification in addition to their regular hourly rate. Effective January 1, 1996 the frozen premium hourly rate for a newly appointed department head hired or appointed on or after January 1, 1996 shall be no less than \$18.00 per hour in addition to their regular hourly rate for work performed on Sunday.

7.12 New Part-time Employees hired on or after June 22, 2008, shall receive straight time for the first twelve (12) months of employment for all hours worked on Sunday which shall not be considered as part of the regular work week. Upon the completion of twelve (12) months of employment, the employee shall receive time and one half (1½) their regular rate for all hours worked on Sunday.

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

7.14 Any full time employee who works on Holidays shall be scheduled for eight (8) hours work provided the store is open for eight (8) hours and further provided the employee is available to work eight (8) hours. In the event that the store is open for less than eight (8) hours, such full time employees shall be scheduled for the hours that the store is open.

7.15 Any full time employee, except a night crew employee who works on Sundays, shall be scheduled for four (4) hours work, provided the employee is available. Night crew employees may be scheduled for four (4) hours on Sundays, provided the shift begins after 5:00 A.M. If the shift begins prior to 5:00 A.M., it must be an eight (8) hour shift. Any full time night crew employee who works a Holiday, shall be scheduled for eight (8) hours work, provided the employee is available.

7.16 Night Crew - Sunday Schedules: - Any night crew employee who on a voluntary basis wishes to work less than eight (8) hours must sign a waiver giving up the right to the eight (8) hours of work on Sunday. In no event shall a night crew employee be scheduled for less than four (4) hours.

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

7.18 All employees regularly working thirty two (32) hours or more per week shall be considered full time employees, and all employees regularly working less than thirty two (32) hours per week shall be considered part time employees.

7.19 Any part time employee who works on Sundays or Holidays shall be scheduled for four (4) hours work provided the employee is available to work four (4) hours.

7.20 Part time employees, except those who are available on a limited basis will be scheduled for no less than sixteen (16) hours per week and four (4) hours per day, except as described in Article 7.19 above, provided they are available on a regular and continuing basis and further provided that they are available to work the Employer's schedule of hours and there is no drop in business.

7.21 The parties agree that part time employees less than 18 years of age may be scheduled for 3 ³/₄ hours on days when school is in session (except Fridays and Saturdays). The part time employee will receive a paid fifteen (15) minute rest period within the 3 ³/₄ hour schedule and shall be scheduled for no less than sixteen (16) hours per week when available. Part time employees under sixteen (16) years of age may be scheduled to work less than four (4) hours per day, but not less than three (3) hours per day, on those days and during those seasons (school year) when to do so would be in violation of law or regulation.

7.22 Regular part time employees who are temporarily assigned to full time work throughout the year or for the summer months shall receive, from the first scheduled full week of such assignment, their regular part time rate or the minimum full time clerk's rate, whichever is higher.

7.23 All regular part time employees covered under this Agreement shall for the purpose of computing the length of service requirements to fall into the full time progression rate range, receive credit computed on the basis of half-time credit for the length of continuous service rendered by them as regular part time employees upon appointment to permanent full time work.

7.24 They shall receive the minimum full time rate for after thirty (30) days and in addition shall receive twenty (\$20) dollars for each twelve (12) months of part time employment to determine their full time rate. Thereafter they shall receive twenty (\$20) dollars for each six (6) months of full time employment but in no event can they exceed the applicable top rate for full time clerks on payroll as of June 25, 2006.

7.25 A part time employee who works on the sixth (6th) day in a work week, excluding Sunday, will be paid time and one-half (1 ¹/₂) for work on that day, provided the employee has worked all of his scheduled hours on the other five (5) days of such week.

7.26 Part time employees appointed to full time after June 22, 1985 to work four (4) or more days per week on any shift starting between 12:00 P.M. and 3:30 P.M. shall receive premium pay of one (\$1.00) dollar per day.

7.27 In a holiday week, a part time employee will be guaranteed a minimum of sixteen (16) hours of work, plus four (4) hours of Holiday Pay.

7.28 Each employee shall be entitled to a lunch period of one (1) hour during the three (3) hour period which is as close to the middle of his shift as possible under normal operating circumstances. This lunch period shall not be computed as hours worked by the employee. Overtime shall be worked as required by the Employer.

7.29 All employees shall be entitled to one (1) fifteen (15) minute coffee break for each four (4) hours worked, which shall be included in computing the hours worked. Present work schedules are to be maintained and other present practices with respect to coffee breaks shall continue.

7.30 Effective June 23, 2002, all Full-time employees will be offered the opportunity of working four days a week at ten (10) hours of paid straight-time per day. This provision is subject to the following conditions:

- (A) Only volunteers from the current employee complement will be selected.
- (B) The need will be determined by the Company on a store-wide basis and if all volunteers cannot be accommodated, seniority among the volunteers will be the company's basis of selection.
- (C) All current employees who volunteer will have the opportunity with two weeks written notice to the Company to switch back to a five (5) day, eight (8) hour schedule.

(D) Full-time employees hired after June 23, 2002, will be informed that the four day, ten hour straight-time shift will be permanent unless changed by the Company, at which time they will be offered a five day, eight hour shift.

(E) Part-time employees promoted to Full-time status after June 23, 2002, will be informed that as a condition of Full-time employment, they will be scheduled a four day ten hour straight-time shift. In the event that the company should abandon such shifts, they will remain at Full-time status with a five day, eight hour shift.

(F) All premiums currently paid will be paid.

(G) Holidays, Personal Holidays and Compassionate Leave will be ten hours for each day used.

(H) Sick days and jury days will be drawn from the employees' accumulated bank hours.

(I) Minimum call-in, beyond scheduled hours, will be eight hours.

(J) Department Heads are included in the four day, ten hour straight time program.

(K) Employees on four day, ten hour straight-time shifts will be provided a fifteen minute break before lunch and a twenty minute break after lunch.

(L) In a holiday work week full-time employees shall receive time and one half after thirty (30) regular hours if they are on a four (4) day, ten (10) hour work week.

7.31 Part-time employees, hired on or after June 23, 2002 who are not assigned a full-time schedule but work in excess of thirty (30) regular hours in a work week, shall receive time and one-half for those hours worked over thirty (30) up to and including thirty-five (35). If hours worked exceed thirty-five (35) regular hours then all hours worked will be paid at \$9.375 or their current hourly rate whichever is greater. Effective June 20, 2004 the new minimum will be \$10.375 per hour or their current hourly rate, whichever is greater.

7.32 Effective June 25, 2006 part-time employees who are not assigned a full-time schedule, but who work more than thirty-two (32) hours, shall be paid at the rate of time and one half (1½) for all hours worked in excess of thirty-two (32) hours up to and including thirty-seven (37) hours. Any part-time employees working in excess of thirty-seven (37) hours in a week shall be paid the rate of \$10.375 per hour for all hours worked or their current hourly rate, whichever is greater.

7.33 A Part-time employee who works for six (6) consecutive weeks in excess of thirty two (32) regular hours, shall be reclassified to full-time. This shall not apply from May 15th to September 15th of each year.

ARTICLE 8 INDUSTRY EXPERIENCE

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

ARTICLE 9
RECLASSIFICATION

9.01 A full time employee who is reclassified to part time shall be placed on the part time new hire progression scale and shall be given credit for part time service on a two (2) month for one (1) month basis for the purpose of establishing a wage rate. They shall receive the minimum part time rate for after thirty (30) days and in addition shall receive twenty-five (25¢) cents for each six (6) months of full time service to determine their part time rate. Thereafter, they shall receive twenty-five (25¢) cents for each six (6) months of part time service but in no event can they exceed the applicable top rate for part time clerks on payroll as of June 25, 2006.

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

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

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

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

ARTICLE 10
HOLIDAYS

10.01 All full time employees hired on or before June 16, 1991, covered by this Agreement after the completion of thirty (30) days of continuous service shall be eligible to receive the following legal holidays with pay:

New Year's Day	Labor Day
President's Day	Presidential Election Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

10.02 All full time employees hired on or after June 17, 1991 and on or before June 19, 1994, covered by this Agreement and who qualify, shall receive the following legal holidays with pay:

New Year's Day	Labor Day
Memorial Day	Presidential Election Day
Fourth of July	Thanksgiving Day
	Christmas Day

In addition to the holidays listed in Article 10.02 above, full time employees hired on or after June 17, 1991 and on or before June 19, 1994, who have completed thirty (30) days employment prior to the annual date on which President's Day occurs, shall receive a personal holiday (eight (8) hours pay) in lieu of President's Day. Said personal holiday must be granted and taken prior to the end of each contract year.

10.03 All regular full time employees hired on or before June 19, 1994 eligible for one (1) weeks vacation, shall in lieu of previous existing half holidays, be granted one (1) additional day's vacation with pay which may be granted at the time of their vacation or at a time different from their vacation.

or the employee may be paid one (1) additional day's pay in lieu thereof, at the discretion of the Employer. All regular full time employees eligible for two (2) weeks vacation or more shall be granted two (2) additional days vacation with pay in lieu of previous existing half holidays, which may be granted at the time of their vacation or at a time different from their vacation, or be paid two (2) additional days pay in lieu thereof, at the discretion of the Employer. Such additional vacation day(s) must either be granted or the employees must be paid in lieu thereof.

10.04 In addition to the Holidays and Vacation days set forth above, full time employees who have been in the employ of the Employer for six (6) consecutive months as regular full time employees shall be entitled to two (2) personal holidays during a contract year; the first to be taken during the first six (6) months of the contract year and the second during the second six (6) months of the contract year. All regular full time employees who qualify as provided above shall be entitled to one (1) additional personal holiday, namely, the employee's birthday. Full and part time employees shall be eligible to receive one (1) additional personal holiday, namely, the employee's anniversary date of employment (full time at eight (8) hours, part time at four (4) hours).

10.05 All full time employees hired on or after June 20, 1994 covered by this agreement who have completed three (3) months of full time employment and who qualify, shall receive the following legal holidays with pay:

New Year's Day	Presidential Election Day
Memorial Day	(If registered voter)
Fourth of July	Thanksgiving Day
Labor Day	Christmas Day

In addition to the holidays listed in Article 10.05 above full time employees hired on or after June 20, 1994 shall receive :

After one (1) year employment one (1) personal holiday, plus their Birthday as a holiday.

After two (2) years employment one (1) additional personal holiday plus their Anniversary of employment as a holiday.

After three (3) years employment three (3) additional personal holidays.

For employees hired before June 19, 1994 who are reclassified from part time to full time and who have President's Day or a personal day in lieu of President's Day as a holiday, they shall receive two (2) personal holidays upon completion of three (3) years of full time employment.

10.06 Full time employees who work on any of the above named legal holidays (as described in Article 10.01, 10.02 or 10.05 above) shall receive in addition to the holiday pay to which they are entitled, time and one-half (1½) their regular hourly rate for all hours worked on said holidays.

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

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

10.09 In assigning personal holidays, the Employer shall take into consideration besides other factors, the convenience of the employee. Two (2) weeks advance notice shall be given for personal holidays which are either assigned or selected

10.10 Only regularly scheduled work days of the employee may be selected as personal holidays and only one (1) employee from a store shall be assigned a personal holiday on any one (1) day.

10.11 The employee's birthday and anniversary holiday shall be assigned on the Monday following the week in which the birthday and anniversary holidays occurred, except for holiday weeks, in which case the birthday and anniversary holiday shall be assigned on the following Monday. Only one (1) employee from a store shall be assigned a birthday or anniversary holiday in any one (1) week.

10.12 Part time employees who are promoted to full time positions shall be entitled to receive full time holidays. Part time employees who have completed six (6) months service and who are promoted to full time positions shall be entitled to receive full time personal, anniversary and birthday holidays.

10.13 In order to qualify for holiday pay, full time employees shall work their regularly scheduled day before the holiday and shall also work their regularly scheduled day following the holiday except for excused absence on either or both of such days, which excuse shall not be unreasonably denied.

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

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

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

New Year's Day	Labor Day
President's Day	Presidential Election Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

10.17 Part time employees hired on or after June 17, 1991 and on or before June 19, 1994 covered by this Agreement, who have completed three (3) or more months of continuous employment with the Employer, shall receive four (4) hours holiday pay based on their regular straight-time hourly wage rate for each of the following holidays:

New Year's Day	Labor Day
Memorial Day	Presidential Election Day
Fourth of July	Thanksgiving Day
	Christmas Day

In addition to the holidays listed in Article 10.17 above, part time employees hired on or after June 17, 1991 and on or before June 19, 1994 who have completed three (3) months employment prior to the annual date on which President's Day occurs, shall receive a personal holiday (four (4) hours pay) in lieu of President's Day. Said personal holiday must be granted and taken prior to the end of each contract year.

10.18 Part time employees who have been in the employ of the Employer for six (6) consecutive months as regular part time employees shall be entitled to one (1) personal day, namely, the employee's birthday. All regular part time employees who qualify as provided above, shall be entitled to one (1) additional personal holiday, namely, the employee's anniversary date of employment. The employee shall receive four (4) hours holiday pay based on their regular straight time hourly wage rates for said holidays.

10.19 Part time employees hired on or after June 20, 1994 covered by this agreement, who have completed four (4) or more months of continuous employment with the employer, shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for each of the following holidays:

New Year's Day	Presidential Election Day
Memorial Day	(If a registered voter)
Fourth of July	Thanksgiving Day
Labor Day	Christmas Day

In addition to the holidays listed in Article 10.19 above part time employees hired on or after June 20, 1994, shall receive:

After one (1) year employment, one (1) personal holiday. (Does not apply to employees hired on or before June 18, 1994 who are receiving President's Day or a personal day in lieu of President's Day).

After two (2) years employment, an additional personal holiday namely the employees Birthday.

After three (3) years employment an additional personal holiday namely the employees Anniversary of employment.

10.20 The employee's birthday and anniversary holidays shall be assigned on the Monday following the weeks in which the birthday or anniversary occurred except for holiday weeks, in which case the birthday or anniversary holiday shall be assigned on the following Monday. Only one (1) employee from a store shall be assigned a birthday or anniversary holiday in any one (1) week.

10.21 Part time employees who work on any of the above named legal holidays (as described in Article 10.16 or 10.17 and 10.19 above) shall receive in addition to the holiday pay to which they are entitled, time and one-half (1½) their regular hourly rate for all hours worked on said holidays.

10.22 To qualify for such holiday pay, regular part time employees shall work their regularly scheduled day before and their regularly scheduled day following the holiday except for excused absence on either or both of such days, which excuse shall not be unreasonably denied.

10.23 Personal holidays for all employees to be assigned shall be taken as assigned otherwise they shall be paid for at the end of the calendar year, provided that the employee is in the employ of the Employer at such time.

10.24 Any employee full time or part time hired on or before June 19, 1994 regardless of reclassification shall continue to receive as paid legal holidays the same paid legal holidays as they received prior to reclassification.

ARTICLE 11 **VACATIONS**

11.01 Regular full time employees hired on or before June 19, 1994 who have completed twelve (12) consecutive months of full time employment shall receive two (2) weeks vacation with pay: One (1) week of which is earned and may be taken after six (6) months.

11.02 Regular full time employees hired on or after June 20, 1994 who have completed one (1) year of employment shall receive one (1) week vacation with pay. After two (2) years of employment, two (2) weeks vacation with pay.

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

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

11.05 All regular full time employees who have completed twenty-five (25) consecutive years of full time employment with the Employer shall receive five (5) weeks vacation with pay.

11.06 However, when an employee is entitled to more than two (2) weeks vacation, the Employer reserves the right to grant or assign such additional week or weeks at a time or times different from the first two (2) weeks. All full time employees laid off by the Employer before the completion of their six (6) month qualifying period shall receive pro rata vacation for each month of continuous service rendered except those employees who have been discharged for good cause and/or have voluntarily left their employment.

11.07 Full time employees resigning in good standing and who have given proper notice, who have earned vacation weeks which have not been taken will be paid for where six (6) month intervals have passed when entitled to up to two (2) weeks vacation by virtue of length of service; four (4) month intervals have passed when entitled up to three (3) weeks vacation by virtue of length of service; and three (3) month intervals have passed when entitled to up to four (4) weeks vacation by virtue of length of service. Payment will include only those full weeks that have thus been earned.

11.08 Regular part time employees hired on or before June 19, 1994 who have been continuously employed by the Employer for twelve (12) consecutive months or more and who have worked 800 hours or more during the year, shall be entitled to vacation as follows:

<u>Length of Service</u>	<u>Hired Before 6/19/94</u>	<u>Hired on or After 6/19/94</u>	<u>Hired on or After 6/26/06</u>
One (1) year:	25 hours	20 hours	20 hours
Two (2) years:	50 hours	40 hours	20 hours
Three (3) years:	50 hours	40 hours	40 hours
Seven (7) years:	75 hours	75 hours	75 hours
Ten (10) years:	100 hours	100 hours	100 hours
Twenty-five (25) years:	125 hours	125 hours	125 hours

- 11.10 Employees who do not meet the 800 hour requirement during the year shall receive vacation based upon their total hours worked during the year, divided by fifty-two (52). For the purpose of computing "hours worked" all hours for which employees have been paid, including but not limited to holiday pay, vacation pay, sick leave pay, funeral leave, shall be included in making such computation. In the event of a permanent layoff, part time employees with six (6) months of service or more shall be entitled to vacation on a pro rata basis. Job classification premiums (excluding shift premiums) to be included in vacation pay. The Employer agrees to issue separate checks for vacation pay.

11.11 A regular part time employee with at least six (6) months continuous service shall, when permanently promoted to full time, be given one-half (1/2) credit for his part time service to establish his full time vacation entitlement which shall then be payable in the subsequent year. The pro rata vacation entitlement earned as a part time employee shall be paid at the time of promotion to full time.

11.12 Part time employees hired on or before June 19, 1994 who have completed two (2) years but less than four (4) years of part time employment and who are reclassified to full time shall receive fifty (50) hours vacation until they are eligible to receive the full two weeks vacation as full time employees.

11.13 The vacation benefits under this article shall not be payable to employees discharged for good cause.

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

ARTICLE 12

WAGES

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

ARTICLE 13

LAUNDRY & EQUIPMENT

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

ARTICLE 14

UNION VISITATIONS

14.01 The Employer agrees to permit an authorized representative of the Union, after securing permission from the management to visit any of the Employer's places of business covered by this Agreement at any time during normal working hours for the purpose of collecting dues or adjusting grievances, provided that there shall be no interruption or interference with the Employer's business.

ARTICLE 15

SHOP STEWARDS

15.01 The Employer recognizes the right of the Union to have one (1) full time and one (1) part time Shop Steward in each store.

1. The Shop Steward in each store shall not be transferred without prior notice to and discussion with the Union.
2. The Union will provide the Employer with a list of the names of its authorized Business Representatives and Shop Stewards, and will keep said list current.
3. The Employer will, with adequate notice, arrange for one (1) full time Shop Steward (eight (8) hours pay) and one (1) part time Shop Steward (four (4) hours pay) from each store to have the same scheduled day off once each year for the purpose of attending the Local 1500 Shop Steward's Seminar.
4. Shop Stewards shall not handle grievances and shall not interfere with the operation of the Employer's business, and shall not cause or engage directly or indirectly in any unauthorized strikes, work stoppages, slowdowns, or job actions.

ARTICLE 16
SENIORITY

16.01 Seniority shall be defined as continuous length of service within the bargaining unit of this Agreement.

16.02 The Employer shall maintain separate seniority lists for these groups of employees:

1. Department Heads
2. Full Time Employees
3. Part Time Employees

16.03 Employees hired on or after June 16, 1991 in Service Stores shall be placed on a separate seniority list.

16.04 Layoff of all employees as listed above shall be made on the basis of seniority within the bargaining unit, as described in Article 16.02 and 16.03 above.

16.05 In the event of a layoff or store closing, the Employer shall notify the Union two (2) weeks in advance in writing with a seniority list.

ARTICLE 17
PROMOTIONS

17.01 Promotions within the bargaining unit shall be based upon fitness and ability, with seniority a factor only when all other things are equal.

ARTICLE 18
GRIEVANCE PROCEDURE AND ARBITRATION

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

1. Within two (2) calendar weeks of the occurrence of such dispute, difference or grievance, authorized representatives of the Union and the Employer shall, in good faith, endeavor to adjust such dispute, difference or grievance.
2. In the event that the matter is not adjusted in the above step, a representative of the Employer charged with the responsibility for labor relations and a duly designated representative of the Union shall attempt to adjust the same.
3. In the event the dispute, difference or grievance still remains unadjusted after compliance with the above step, then such dispute, difference or grievance may be submitted to arbitration by either party not later than thirty (30) days after the occurrence to an arbitrator mutually selected by the parties or to the American Arbitration Association for its designation of an arbitrator, in accordance with its rules, to hear and determine the matter. The decision of the arbitrator shall be final and binding upon the parties. The expense of the arbitration shall be borne equally between the parties.
4. The arbitrator shall not have the authority or power to arbitrate new provisions to this Agreement or, to arbitrate away either in whole or in part any provision of this Agreement, nor shall the arbitrator have the power to add to, delete from, or modify any of the provisions of this Agreement.

ARTICLE 19
NO STRIKE/NO LOCKOUTS

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

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

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

ARTICLE 20
DISCHARGE

20.01 The Employer shall have the right to discharge any employee for good cause who has survived the trial period and has attained the status of a permanent employee. Good cause shall include but not be limited to dishonesty, falsification of records, mishandling of the Employer's property or funds, insubordination, abusive language, intoxication, violation of procedures for handling cash and for receiving merchandise, lateness and absenteeism, which shall be either chronic or such as to interfere with the routine of the Employer's business and schedules.

ARTICLE 21
WELFARE

Full Time Employees

21.01 The Employer agrees to contribute the sum of \$479.93 per month to the UFCW Local 1500 Welfare Fund on behalf of each regular full time employee covered by the Agreement who has completed thirty (30) days of service with the Employer. Contributions shall begin on the first (1st) day of the month next following the completion of such period.

21.02 Effective on the dates indicated, monthly contributions to provide such benefits as may be determined by the Trustees shall be in accordance with the following schedule:

Effective October 1, 2006	\$576.00 per month
Effective October 1, 2007	\$626.00 per month
Effective October 1, 2008	\$663.00 per month
Effective October 1, 2009	\$733.00 per month

Part Time Employees

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

Effective on the dates indicated, monthly contributions to provide such benefits as may be determined by the Trustees shall be in accordance with the following schedule:

Effective October 1, 2006	\$142.00 per month
Effective October 1, 2007	\$158.00 per month
Effective October 1, 2008	\$168.00 per month
Effective October 1, 2009	\$185.00 per month and additional payment of \$10.00 for maintenance of benefits, if necessary.

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

ARTICLE 22
PENSION PLAN

Full Time Employees

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

22.02 Effective on the dates indicated, monthly contributions to provide such benefits as may be determined by the Trustees, shall be in accordance with the following schedule:

October 1, 2009.....\$252.15 per month

Part Time Employees

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

22.04 Effective on the dates indicated, monthly contributions to provide such benefits as may be determined by the Trustees shall be in accordance with the following schedule:

October 1, 2009.....\$84.04 per month

ARTICLE 23
LEGAL SERVICES PLAN

Full Time Employees

23.01 The Employer agrees to continue present contributions in the amount of two dollars and twenty-five (\$2.25) cents per month to the UFCW Local 1500 Legal Services Fund on behalf of each regular full time employee covered by the Agreement, who has completed thirty (30) days of service with the Employer. Such contributions shall begin on the first day of the calendar month next following the completion of thirty (30) days of such employment.

Part Time Employees

23.02 The Employer agrees to continue present contributions in the amount of two dollars and twenty-five (\$2.25) cents per month to the UFCW Local 1500 Legal Services Fund, on behalf of each regular part time employee who has completed six (6) consecutive months of regular part time service with the Employer. Such contributions shall begin on the first day of the month next following the completion of six (6) consecutive months of such employment.

ARTICLE 24
PROVISIONS APPLICABLE TO ALL FUNDS

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

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

2. Upon the failure of the Employer to make payment of any contributions within fourteen (14) days of the date due, the Trustees shall be entitled at their sole option, to take any action permitted by this Agreement, by the Agreements and Declarations of Trust establishing the Funds or by law, to collect said contributions, together with interest, liquidated damages as established by the Trustees, attorneys' fees and court costs. Such interest and liquidated damages shall accrue starting on the day after the due date of the contributions (the twentieth (20th) day of the current month), and shall continue to accrue until said contributions, together with any accrued interest and liquidated damages, have been paid.

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

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

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

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

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

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

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

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

ARTICLE 25 **PAID SICK LEAVE**

25.01 All regular full time employees hired on or before June 16, 1991, shall, after completing three (3) consecutive months of full time employment with the Employer, be eligible to receive in a sick leave year (January 1st to December 31st) ten (10) days sick leave with pay.

Those employees hired on or before June 16, 1991 who are in the employ of the Employer in a regular full time capacity on the last day of each sick leave year, or employment year shall be paid, for unused sick leave for which they were eligible during the said sick leave year or employment year which they did not use. Such unused sick leave must be paid within thirty (30) days after the anniversary date of the sick leave year or employment year.

25.02 All regular full time employees hired on or after June 17, 1991 and on or before June 19, 1994, shall after completing three (3) consecutive months of full time employment with the Employer, be eligible to receive, one (1) day paid sick leave (eight (8) hours pay) for each full month of employment, to a maximum of ten (10) days within the first sick leave year of their employment. At the beginning of the second sick leave year of their employment, all full time employees shall be entitled to the ten (10) days sick leave for each sick leave year of their employment.

25.03 At the end of each sick leave or employment year, full time employees hired on or after June 17, 1991, shall be paid for any sick days which were earned and not taken, provided they are in the employ of the Employer in a full time capacity on the last day of each sick leave year or employment year. Such unused sick leave must be paid within thirty (30) days after the completion of the sick leave year or employment year.

25.04 All regular full time employees hired on or after June 20, 1994 shall after completing three (3) consecutive months of full time employment with the employer will be eligible to receive, one (1) day paid sick leave (eight (8) hours pay per day) for each full month of employment, to a maximum of four

(4) days in the first year of their employment and thereafter shall receive six (6) days sick leave (eight (8) hours pay per day) in the second year of their employment and eight (8) days sick leave (eight (8) hour pay per day) in the third year of their employment. After the completion of three (3) years employment ten (10) days sick leave (eight (8) hours pay per day) in each year employment. Pay for the unused portion of sick leave at the end of each year of employment within thirty days of the end of employment year.

25.05 *In the event of a permanent layoff of an employee, full time or part time, he or she shall receive payment for fifty (50%) percent of unused sick days, provided that said employee was otherwise eligible to receive pay for unused sick days.*

25.06 A full time or part time employee who retires from the Employer with a pension from the Pension Fund shall be paid on a pro rata basis for all sick leave for which the employee is eligible but did not use.

25.07 Regular part time employees hired on or before June 19, 1994 with one (1) year or more of continuous service shall receive the following sick leave with pay: After One Year - Three Days; After Two Years - Four Days; After Three Years - Five Days, starting with the first (1st) day of any illness.

25.08 Part time employees with two (2) or more years of service with the Company will receive pro rated pay for their unused sick leave at the end of the Company Sick Leave Year or employment year. Thereafter, such part time employees will receive pay for unused sick leave at the end of the Company Sick Leave Year or employment year on the basis of four (4) hours pay for each unused day.

25.09 Regular part time employees hired on or after June 20, 1994 shall receive paid sick leave commencing with the first (1st) scheduled day's absence due to illness on the following basis:

After one (1) year of continuous employment four (4) hours sick leave pay for each four (4) months of employment to a maximum of three (3) days, twelve (12) hours.

After two (2) years employment four (4) hours sick leave pay for each three (3) months of employment to a maximum of four (4) days, sixteen (16) hours.

After three (3) years employment five (5) sick days to a maximum of twenty (20) hours.

Pay for unused sick leave at the end of three (3) years employment.

25.10 Any employee covered by the Agreement who falsifies sick leave or who knowingly tries to collect sick leave under false pretenses, shall be liable to instant dismissal.

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

25.12 All regular part time employees who have completed at the time of reclassification, three (3) months service and is promoted to a full time position, shall be eligible for full time sick leave benefits immediately upon the promotion. Such employee shall receive no payment for unused sick leave earned as a part time employee.

25.13 All regular full-time employees hired or appointed to full-time on or after June 26, 2006 will receive after three (3) continuous months of employment one (1) sick day per month up to four (4) days in the first sick leave year. In the second sick leave year six (6) days. In the third sick leave year eight (8) days. After the completion of three (3) years of employment, employees are entitled to ten days of sick leave in a sick leave year. At the conclusion of the first and second sick leave year, any days not utilized by the employees will be placed in a sick leave bank. The employee may utilize any day in the sick leave bank in the event that the employee is out sick on a disability, provided that sufficient documentation of the disability has been demonstrated to the Company. Further, at the conclusion of the third sick leave year, employees will be paid 50% of any unused sick leave which is banked during the three (3) year period. Thereafter, employees will receive ten (10) sick days for each sick leave year and will be paid 50% of any unused sick leave which is banked during each subsequent three (3) year period.

ARTICLE 26 **JURY DUTY**

26.01 Employees who have completed ninety (90) days of continuous service called for jury duty in a Court of Law, necessitating a loss of the employee's straight time scheduled working hours, shall be paid while on jury duty, less jury pay, not to exceed ten (10) working days in any contract year, or thirty (30) working days during the term of the Agreement in the case of an employee called for Grand Jury Duty. To be eligible for pay under this provision, the employee shall present the jury service notice to the Employer at least seven (7) days before the start of the term as a juror and shall present to the Employer a certificate of service showing dates, time of service and jury fees paid. Employees receiving jury duty pay from any other employer shall not be eligible to receive pay for jury duty under this Agreement. When an employee on jury duty has served five (5) days during the week, they shall not be required to work on Saturday.

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

ARTICLE 27 **DEATH IN FAMILY**

27.01 Regular full time employees, after thirty (30) days of employment, shall be entitled to funeral leave not to exceed five (5) days to attend services for and the burial of an employee's spouse or child, and three (3) days in the event of a death in the immediate family. The "immediate family" is defined as the employee's parent, brother, sister or spouse's parent. Regular full time employees shall be entitled to one (1) day paid leave for a regularly scheduled work day lost to attend the funeral or memorial service in case of death "outside the employee's immediate family". Outside the immediate family shall include grandparent, grandchild, brother-in-law, sister-in-law, nephew and niece.

27.02 Part time employees after thirty (30) days of employment shall be entitled to funeral leave not to exceed five (5) days to attend services and the burial of an employee's spouse or child, and three (3) days in the event of a death in the immediate family, as provided for full time employees on a pro rata basis. Part time employees shall be entitled to one (1) day paid leave for a regular scheduled work day lost to attend the funeral or memorial service of the employees grandparent or grandchild.

ARTICLE 28
MILITARY CONSCRIPTION

28.01 Employees called for Military Service in any branch of the United States Government shall resume seniority with the Employer when honorably discharged from such service, provided application is made therefore in accordance with the Universal Military Training and Services Act and that they are physically able to perform their former duties as certified by a physician designated by the Employer.

ARTICLE 29
LEAVE OF ABSENCE

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

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

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

29.04 The Employer shall make all contributions to all Funds required by this Agreement for any month in which the employee performs any work for which monthly contributions are required before taking the leave and after returning, but not for the months when no covered work is performed.

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

1. The employee does not return to work when the leave of absence expires unless the Employer has agreed to an extension.
2. The employee works elsewhere while on leave without express permission in writing from the Employer to be so employed.

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

29.07 The employer shall grant an employee a Family and Medical Leave of absence under the act if qualified. The employer will determine eligibility by the use of the rolling calendar year.

ARTICLE 30
INDIVIDUAL AGREEMENT

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

ARTICLE 31
TRANSFERS

31.01 The Employer shall notify the Union and the employee in writing not less than one (1) week (full time employees) and three (3) days (part time employees) prior to their being transferred. The Union shall be notified as soon as possible in the case of an emergency transfer.

31.02 Full time employees who are transferred more than fifteen (15) miles from their assigned stores, in cases of temporary transfers, shall receive two (\$2.00) dollars per day travel pay. Tolls paid in the case of temporary transfers shall be limited to a period not to exceed thirty (30) days.

ARTICLE 32
LIE DETECTOR TEST

32.01 Employees will not be required to take a Lie Detector Test.

ARTICLE 33
SAVINGS CLAUSE

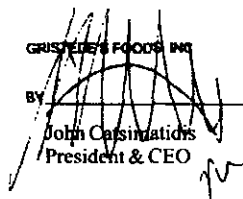
33.01 The parties hereto agree that should any article or subdivision of this Agreement be or become unlawful, invalid, ineffective or unenforceable by virtue of any acts, law or decisions of any established governmental agency or court, then any such article or subdivision shall not affect the validity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

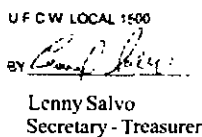
ARTICLE 34
TERM OF AGREEMENT

34.01 This Agreement shall become effective on the twenty-sixth (26th) day of June, 2006, and shall expire on the twenty-seventh (27th) day of June, 2010, and shall be continued from year to year unless sixty (60) days prior to any termination date either the Union or the Employer gives written notice by registered mail to the other that it desires to amend or terminate the Agreement. Such written notice shall contain a draft of any proposed new Agreement or Amendments. During the negotiations of such proposed new Agreement or Amendments, the terms of this Agreement shall remain in full force and effect.

Any and all other benefits heretofore previously enjoyed by the employees shall remain in full force and effect for the duration of this Agreement, unless otherwise modified by negotiations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and have set their hands and seals by their duly authorized agents and representatives, the date of February 1, 2008.

GRISTEIN'S FOODS INC
BY 
John Capozziadis
President & CEO

U F C W LOCAL 1500
BY 
Lenny Salvo
Secretary - Treasurer

**SCHEDULE "A"
WAGES**

ASSISTANT MANAGERS PRESENTLY REGULARLY ASSIGNED:

Assistant Managers on payroll as of June 25, 2006:

Present	<u>6/26/06</u>	<u>6/25/07</u>	<u>12/24/07</u>	<u>6/23/08</u>	<u>12/22/08</u>	<u>6/22/09</u>	<u>12/21/09</u>	<u>5/17/10</u>
	\$25	\$15	\$10	\$15	\$10	\$10	\$10	
\$1020	\$1045	\$1060	\$1070	\$1085	\$1095	\$1105	\$1115	
\$1000	\$1025	\$1040	\$1050	\$1065	\$1075	\$1085	\$1095	\$1115

NEW MINIMUM RATES FOR ASSISTANT MANAGERS

Hired or Appointed on or after June 26, 2006

New Minimum rates for Assistant Managers hired or appointed on or after 6/26/06 in stores with volume of \$175,000 or more per week (Effective January 1, 2000, Store volume to increase to \$200,000 per week.)

<u>6/26/06</u>	<u>6/25/07</u>	<u>12/24/07</u>	<u>6/23/08</u>	<u>12/22/08</u>	<u>6/22/09</u>	<u>12/21/09</u>	<u>5/17/10</u>
\$1015	\$1030	\$1040	\$1055	\$1065	\$1075	\$1085	\$1095

PRODUCE AND DELI DEPARTMENT HEADS

PRESENTLY REGULARLY ASSIGNED:

On Payroll as of June 25, 2006

Present	<u>6/26/06</u>	<u>6/25/07</u>	<u>12/24/07</u>	<u>6/23/08</u>	<u>12/22/08</u>	<u>6/22/09</u>	<u>12/21/09</u>	<u>5/17/10</u>
Rate	\$25	\$15	\$10	\$15	\$10	\$10	\$10	
\$1015	\$1040	\$1055	\$1065	\$1080	\$1090	\$1100	\$1110	
\$980	\$1005	\$1020	\$1030	\$1045	\$1055	\$1065	\$1075	\$1110

New Minimum Rates for Department Heads hired or appointed on or after 6/26/06 in stores with volume of \$200,000 or more per week.

<u>6/26/06</u>	<u>6/25/07</u>	<u>12/24/07</u>	<u>6/23/08</u>	<u>12/22/08</u>	<u>6/22/09</u>	<u>12/21/09</u>	<u>5/17/10</u>
\$995	\$1010	\$1020	\$1035	\$1045	\$1055	\$1065	\$1075

Newly appointed Assistant Managers hired or appointed on or after 6/26/06 in stores doing less than \$200,000 per week will receive a premium of \$25 per week.

Newly appointed Department Heads shall receive an increase of twenty (\$20.00) dollars per week above the regular weekly wage. The increase shall be paid to such clerks during the probationary period of ninety (90) days and until such probationary period is terminated by the Employer.

After the expiration of the ninety (90) days, the clerk shall receive as their wage, the minimum regular weekly wage for the classification to which they have been promoted then in effect. At any time during the probationary period, the Employer shall have the right to terminate said probationary period and to transfer the employee to the position in which they were prior to their promotion.

Any temporary or relief department head who has been in that capacity for ninety (90) days or more within the previous twelve (12) months shall not be required to sustain any additional trial periods upon being made a regular department head.

Full-Time employees who have relieved a Department Head prior to 6/24/02, shall be entitled to \$865.00 per week. Those that have not relieved a Department Head prior to 6/24/02 and those newly assigned to Relief

Department Heads shall be entitled to \$775.00 per week. The \$775.00 rate shall increase to \$825.00 per week effective 6/20/04. If employees that relieve make at or above these rates, they shall receive a premium of \$10.00 per week.

Effective June 22, 1998 Part Time employees who have never relieved a Department Manager prior to June 21, 1998 shall receive a minimum rate of \$650.00 for five (5) days forty (40) hours for each week of relief

Effective June 23, 1985, in any store with sales in excess of \$100,000.00 per week, based on average weekly sales of previous years, the Company will be required to have an employee classified as a Deli Head and be paid the established rate in the industry. In any store with the store sales less than \$100,000.00 per week, the Company agrees to pay the premium of fifteen (\$15.00) dollars per week to the clerk assigned to be in charge.

Effective June 19, 1988, in any store with sales of \$125,000.00 per week or less, the Company shall not be required to appoint a Produce Department Head or a Delicatessen Department Head. In these such stores, the Company agrees to pay a premium of fifteen (\$15.00) dollars per week to the clerk assigned to be in charge.

Effective June 17, 1991, where applicable, a store doing a volume of \$150,000.00 per week or less, the Company will not be required to appoint a Department Head. However, any clerk assigned to be in charge of the department, will receive a fifteen (\$15.00) dollar per week premium. Any Department Head on the payroll as of June 17, 1991 who is transferred to a store doing \$150,000.00 per week or less, or is demoted and subsequently reassigned, said Department Head will receive the appropriate Department Head's rate of pay, upon their being transferred and or reclassified.

Effective January 1, 2000 in a store where the total store sales is less than \$200,000, the company will not be required to appoint a Department Head. The Department Head in that store will not receive a reduction in pay but will be transferred to a store which does a volume greater than \$200,000 at the first available opportunity.

Effective June 24, 1982, the Company agrees to appoint an employee as a first man in any service store with an average weekly sales in excess of \$30,000.00 per week, "based on average weekly sales of previous year". Such employee will receive the top clerk's rate plus twenty (\$20.00) dollars per week.

Any first man hired or appointed on or after June 24, 1982, in a service store with store sales in excess of \$30,000.00 but less than \$75,000.00 shall receive top clerk's rate, plus twenty (\$20.00) dollars per week, as first man.

Any employee assigned to relieve a store manager in any store with an average weekly sales of less than \$30,000.00 per week, shall receive their base rate plus eight (\$8.00) dollars per day of relief.

Any employee assigned to be a "Key Man" shall receive ten (\$10.00) dollars per night for holding the key.

Any Produce Manager hired or appointed on or after June 24, 1982 in a service store with store sales in excess of \$30,000.00 per week, but less than \$75,000.00 shall receive top clerk's rate, plus fifteen (\$15.00) dollars per week as a Produce Manager.

**CLASSIFICATION OF FULL TIME CLERKS
ON PAYROLLS AS OF JUNE 25, 2006:**

<u>Eff.</u> <u>6/26/06</u>	<u>Eff.</u> <u>6/25/07</u>	<u>Eff.</u> <u>12/24/07</u>	<u>Eff.</u> <u>6/23/08</u>	<u>Eff.</u> <u>12/22/08</u>	<u>Eff.</u> <u>6/22/09</u>	<u>Eff.</u> <u>12/21/09</u>
\$25	\$10	\$10	\$10	\$10	\$10	\$10

1. Wage Progressions
Full Time Clerks On Payroll as of June 25, 2006

<u>Present</u>	<u>6/26/06</u>	<u>12/25/06</u>	<u>6/25/07</u>	<u>12/24/07</u>	<u>6/23/08</u>	<u>12/22/08</u>	<u>6/22/09</u>	<u>12/21/09</u>	<u>5/17/10</u>
\$925	\$950		\$960	\$970	\$980	\$990	\$1,000	\$1,010	
\$920	\$945		\$955	\$965	\$975	\$985	\$995	\$1,005	\$1,010
\$915	\$940		\$950	\$960	\$970	\$980	\$990	\$1,000	\$1,010
\$910	\$935		\$945	\$955	\$965	\$975	\$985	\$995	\$1,010
\$905	\$930		\$940	\$950	\$960	\$970	\$980	\$990	\$1,010
\$900	\$925		\$935	\$945	\$955	\$965	\$975	\$985	\$990
\$895	\$920		\$930	\$940	\$950	\$960	\$970	\$980	\$990
\$890	\$915		\$925	\$935	\$945	\$955	\$965	\$975	\$990
\$885	\$910		\$920	\$930	\$940	\$950	\$960	\$970	\$990
\$880	\$905		\$915	\$925	\$935	\$945	\$955	\$965	\$970
\$875	\$900		\$910	\$920	\$930	\$940	\$950	\$960	\$970
\$870	\$895		\$905	\$915	\$925	\$935	\$945	\$955	\$970
\$865	\$890		\$900	\$910	\$920	\$930	\$940	\$950	\$970
\$860	\$885		\$895	\$905	\$915	\$925	\$935	\$945	\$950
\$855	\$880		\$890	\$900	\$910	\$920	\$930	\$940	\$950
\$850	\$875		\$885	\$895	\$905	\$915	\$925	\$935	\$950
\$845	\$870		\$880	\$890	\$900	\$910	\$920	\$930	\$950
\$840	\$865		\$875	\$885	\$895	\$905	\$915	\$925	\$950
\$835	\$860		\$870	\$880	\$890	\$900	\$910	\$920	\$925
\$830	\$855		\$865	\$875	\$885	\$895	\$905	\$915	\$925
\$825	\$850		\$860	\$870	\$880	\$890	\$900	\$910	\$925
\$820	\$845		\$855	\$865	\$875	\$885	\$895	\$905	\$925
\$815	\$840		\$850	\$860	\$870	\$880	\$890	\$900	\$925
\$810	\$835		\$845	\$855	\$865	\$875	\$885	\$895	\$900
\$805	\$830		\$840	\$850	\$860	\$870	\$880	\$890	\$900
\$800	\$825		\$835	\$845	\$855	\$865	\$875	\$885	\$900
\$795	\$820		\$830	\$840	\$850	\$860	\$870	\$880	\$900
\$790	\$815		\$825	\$835	\$845	\$855	\$865	\$875	\$900
\$785	\$810		\$820	\$830	\$840	\$850	\$860	\$870	\$875
\$780	\$805		\$815	\$825	\$835	\$845	\$855	\$865	\$875
\$775	\$800		\$810	\$820	\$830	\$840	\$850	\$860	\$875
\$770	\$795		\$805	\$815	\$825	\$835	\$845	\$855	\$875
\$765	\$790		\$800	\$810	\$820	\$830	\$840	\$850	\$875
\$760	\$785		\$795	\$805	\$815	\$825	\$835	\$845	\$850
\$755	\$780		\$790	\$800	\$810	\$820	\$830	\$840	\$850
\$750	\$775		\$785	\$795	\$805	\$815	\$825	\$835	\$850
\$745	\$770		\$780	\$790	\$800	\$810	\$820	\$830	\$850
\$740	\$765		\$775	\$785	\$795	\$805	\$815	\$825	\$850
\$735	\$760		\$770	\$780	\$790	\$800	\$810	\$820	\$825
\$730	\$755		\$765	\$775	\$785	\$795	\$805	\$815	\$825
\$725	\$750		\$760	\$770	\$780	\$790	\$800	\$810	\$825
\$720	\$745		\$755	\$765	\$775	\$785	\$795	\$805	\$825
\$715	\$740		\$750	\$760	\$770	\$780	\$790	\$800	\$825
\$710	\$735		\$745	\$755	\$765	\$775	\$785	\$795	\$800
\$705	\$730		\$740	\$750	\$760	\$770	\$780	\$790	\$800
\$700	\$725		\$735	\$745	\$755	\$765	\$775	\$785	\$800
\$695	\$720		\$730	\$740	\$750	\$760	\$770	\$780	\$800
\$690	\$715		\$725	\$735	\$745	\$755	\$765	\$775	\$800
\$685	\$710		\$720	\$730	\$740	\$750	\$760	\$770	\$775
\$680	\$705		\$715	\$725	\$735	\$745	\$755	\$765	\$775

Present	6/26/06	12/25/06	6/25/07	12/24/07	6/23/08	12/22/08	6/22/09	12/21/09	5/17/10
\$675	\$700		\$710	\$720	\$730	\$740	\$750	\$760	\$775
\$670	\$695		\$705	\$715	\$725	\$735	\$745	\$755	\$775
\$665	\$690		\$700	\$710	\$720	\$730	\$740	\$750	\$775
\$660	\$685		\$695	\$705	\$715	\$725	\$735	\$745	\$750
\$655	\$680		\$690	\$700	\$710	\$720	\$730	\$740	\$750
\$650	\$675		\$685	\$695	\$705	\$715	\$725	\$735	\$750
\$645	\$670		\$680	\$690	\$700	\$710	\$720	\$730	\$750
\$640	\$665		\$675	\$685	\$695	\$705	\$715	\$725	\$750
\$635	\$660		\$670	\$680	\$690	\$700	\$710	\$720	\$725
\$630	\$655		\$665	\$675	\$685	\$695	\$705	\$715	\$725
\$625	\$650		\$660	\$670	\$680	\$690	\$700	\$710	\$725
\$620	\$645		\$655	\$665	\$675	\$685	\$695	\$705	\$725
\$615	\$640		\$650	\$660	\$670	\$680	\$690	\$700	\$725
\$610	\$635		\$645	\$655	\$665	\$675	\$685	\$695	\$700
\$605	\$630		\$640	\$650	\$660	\$670	\$680	\$690	\$700
\$600	\$625		\$635	\$645	\$655	\$665	\$675	\$685	\$700
\$595	\$620		\$630	\$640	\$650	\$660	\$670	\$680	\$700
\$590	\$615		\$625	\$635	\$645	\$655	\$665	\$675	\$700
\$585	\$610		\$620	\$630	\$640	\$650	\$660	\$670	\$675
\$580	\$605		\$615	\$625	\$635	\$645	\$655	\$665	\$675
\$575	\$600		\$610	\$620	\$630	\$640	\$650	\$660	\$675
\$570	\$595		\$605	\$615	\$625	\$635	\$645	\$655	\$675
\$565	\$590		\$600	\$610	\$620	\$630	\$640	\$650	\$675
\$560	\$585		\$595	\$605	\$615	\$625	\$635	\$645	\$650
\$555	\$580		\$590	\$600	\$610	\$620	\$630	\$640	\$650
\$550	\$575		\$585	\$595	\$605	\$615	\$625	\$635	\$650
\$545	\$570		\$580	\$590	\$600	\$610	\$620	\$630	\$650
\$540	\$565		\$575	\$585	\$595	\$605	\$615	\$625	\$650
\$535	\$560		\$570	\$580	\$590	\$600	\$610	\$620	\$625
\$530	\$555		\$565	\$575	\$585	\$595	\$605	\$615	\$625
\$525	\$550		\$560	\$570	\$580	\$590	\$600	\$610	\$625
\$520	\$545		\$555	\$565	\$575	\$585	\$595	\$605	\$625
\$515	\$540		\$550	\$560	\$570	\$580	\$590	\$600	\$625
\$510	\$535		\$545	\$555	\$565	\$575	\$585	\$595	\$600
\$505	\$530		\$540	\$550	\$560	\$570	\$580	\$590	\$600
\$500	\$525		\$535	\$545	\$555	\$565	\$575	\$585	\$600
\$495	\$520		\$530	\$540	\$550	\$560	\$570	\$580	\$600
\$490	\$515		\$525	\$535	\$545	\$555	\$565	\$575	\$600
\$485	\$510		\$520	\$530	\$540	\$550	\$560	\$570	\$575
\$480	\$505		\$515	\$525	\$535	\$545	\$555	\$570	\$575
\$475	\$500		\$510	\$520	\$530	\$540	\$550	\$570	\$575
\$470	\$495		\$505	\$515	\$525	\$535	\$550	\$570	\$575
\$465	\$490		\$500	\$510	\$520	\$530	\$550	\$570	\$575
\$460	\$485		\$495	\$505	\$515	\$530	\$550	\$570	\$575
\$455	\$480		\$490	\$500	\$510	\$530	\$550	\$570	\$575
\$450	\$475		\$485	\$495	\$510	\$530	\$550	\$570	\$575
\$445	\$470		\$480	\$490	\$510	\$530	\$550	\$570	\$575
\$440	\$465		\$475	\$490	\$510	\$530	\$550	\$570	\$575
\$435	\$460		\$470	\$490	\$510	\$530	\$550	\$570	\$575
\$430	\$455		\$470	\$490	\$510	\$530	\$550	\$570	\$575
\$425	\$450		\$470	\$490	\$510	\$530	\$550	\$570	\$575
\$420	\$445	\$450	\$470	\$490	\$510	\$530	\$550	\$570	\$575
\$415	\$440	\$450	\$470	\$490	\$510	\$530	\$550	\$570	\$575
or less									

**HOURLY ACROSS-THE-BOARD INCREASES AND WAGE
PROGRESSIONS FOR PART-TIME CLERKS & DELIVERY CLERKS
ON THE PAYROLL AS OF JUNE 25, 2006**

1. Wage Increases:

Eff 6/26/06	Eff. 6/25/07	Eff. 12/24/07	Eff. 6/23/08	Eff. 12/22/08	Eff. 6/22/09	Eff. 12/21/09
S.35	S.20	S.15	S.20	S.15	S.20	S.15

Part-Time Clerks and Delivery Clerks on Payroll as of June 25, 2006

Present	6/26/06	12/25/06	6/25/07	12/24/07	6/23/08	12/22/08	6/22/09	12/21/09	5/7/10
	\$0.35		\$0.20	\$0.15	\$0.20	\$0.15	\$0.20	\$0.15	
\$15.65	\$16.00		\$16.20	\$16.35	\$16.55	\$16.70	\$16.90	\$17.05	
\$15.60	\$15.95		\$16.15	\$16.30	\$16.50	\$16.65	\$16.85	\$17.00	\$17.05
\$15.55	\$15.90		\$16.10	\$16.25	\$16.45	\$16.60	\$16.80	\$16.95	\$17.05
\$15.50	\$15.85		\$16.05	\$16.20	\$16.40	\$16.55	\$16.75	\$16.90	\$17.05
\$15.45	\$15.80		\$16.00	\$16.15	\$16.35	\$16.50	\$16.70	\$16.85	\$17.05
\$15.40	\$15.75		\$15.95	\$16.10	\$16.30	\$16.45	\$16.65	\$16.80	\$17.05
\$15.35	\$15.70		\$15.90	\$16.05	\$16.25	\$16.40	\$16.60	\$16.75	\$17.05
\$15.30	\$15.65		\$15.85	\$16.00	\$16.20	\$16.35	\$16.55	\$16.70	\$16.75
\$15.25	\$15.60		\$15.80	\$15.95	\$16.15	\$16.30	\$16.50	\$16.65	\$16.75
\$15.20	\$15.55		\$15.75	\$15.90	\$16.10	\$16.25	\$16.45	\$16.60	\$16.75
\$15.15	\$15.50		\$15.70	\$15.85	\$16.05	\$16.20	\$16.40	\$16.55	\$16.75
\$15.10	\$15.45		\$15.65	\$15.80	\$16.00	\$16.15	\$16.35	\$16.50	\$16.75
\$15.05	\$15.40		\$15.60	\$15.75	\$15.95	\$16.10	\$16.30	\$16.45	\$16.50
\$15.00	\$15.35		\$15.55	\$15.70	\$15.90	\$16.05	\$16.25	\$16.40	\$16.50
\$14.95	\$15.30		\$15.50	\$15.65	\$15.85	\$16.00	\$16.20	\$16.35	\$16.50
\$14.90	\$15.25		\$15.45	\$15.60	\$15.80	\$15.95	\$16.15	\$16.30	\$16.50
\$14.85	\$15.20		\$15.40	\$15.55	\$15.75	\$15.90	\$16.10	\$16.25	\$16.50
\$14.80	\$15.15		\$15.35	\$15.50	\$15.70	\$15.85	\$16.05	\$16.20	\$16.25
\$14.75	\$15.10		\$15.30	\$15.45	\$15.65	\$15.80	\$16.00	\$16.15	\$16.25
\$14.70	\$15.05		\$15.25	\$15.40	\$15.60	\$15.75	\$15.95	\$16.10	\$16.25
\$14.65	\$15.00		\$15.20	\$15.35	\$15.55	\$15.70	\$15.90	\$16.05	\$16.25
\$14.60	\$14.95		\$15.15	\$15.30	\$15.50	\$15.65	\$15.85	\$16.00	\$16.25
\$14.55	\$14.90		\$15.10	\$15.25	\$15.45	\$15.60	\$15.80	\$15.95	\$16.00
\$14.50	\$14.85		\$15.05	\$15.20	\$15.40	\$15.55	\$15.75	\$15.90	\$16.00
\$14.45	\$14.80		\$15.00	\$15.15	\$15.35	\$15.50	\$15.70	\$15.85	\$16.00
\$14.40	\$14.75		\$14.95	\$15.10	\$15.30	\$15.45	\$15.65	\$15.80	\$16.00
\$14.35	\$14.70		\$14.90	\$15.05	\$15.25	\$15.40	\$15.60	\$15.75	\$16.00
\$14.30	\$14.65		\$14.85	\$15.00	\$15.20	\$15.35	\$15.55	\$15.70	\$15.75
\$14.25	\$14.60		\$14.80	\$14.95	\$15.15	\$15.30	\$15.50	\$15.65	\$15.75
\$14.20	\$14.55		\$14.75	\$14.90	\$15.10	\$15.25	\$15.45	\$15.60	\$15.75
\$14.15	\$14.50		\$14.70	\$14.85	\$15.05	\$15.20	\$15.40	\$15.55	\$15.75
\$14.10	\$14.45		\$14.65	\$14.80	\$15.00	\$15.15	\$15.35	\$15.50	\$15.75
\$14.05	\$14.40		\$14.60	\$14.75	\$14.95	\$15.10	\$15.30	\$15.45	\$15.50
\$14.00	\$14.35		\$14.55	\$14.70	\$14.90	\$15.05	\$15.25	\$15.40	\$15.50
\$13.95	\$14.30		\$14.50	\$14.65	\$14.85	\$15.00	\$15.20	\$15.35	\$15.50
\$13.90	\$14.25		\$14.45	\$14.60	\$14.80	\$14.95	\$15.15	\$15.30	\$15.50
\$13.85	\$14.20		\$14.40	\$14.55	\$14.75	\$14.90	\$15.10	\$15.25	\$15.50
\$13.80	\$14.15		\$14.35	\$14.50	\$14.70	\$14.85	\$15.05	\$15.20	\$15.25
\$13.75	\$14.10		\$14.30	\$14.45	\$14.65	\$14.80	\$15.00	\$15.15	\$15.25
\$13.70	\$14.05		\$14.25	\$14.40	\$14.60	\$14.75	\$14.95	\$15.10	\$15.25
\$13.65	\$14.00		\$14.20	\$14.35	\$14.55	\$14.70	\$14.90	\$15.05	\$15.25
\$13.60	\$13.95		\$14.15	\$14.30	\$14.50	\$14.65	\$14.85	\$15.00	\$15.25
\$13.55	\$13.90		\$14.10	\$14.25	\$14.45	\$14.60	\$14.80	\$14.95	\$15.00
\$13.50	\$13.85		\$14.05	\$14.20	\$14.40	\$14.55	\$14.75	\$14.90	\$15.00
\$13.45	\$13.80		\$14.00	\$14.15	\$14.35	\$14.50	\$14.70	\$14.85	\$15.00
\$13.40	\$13.75		\$13.95	\$14.10	\$14.30	\$14.45	\$14.65	\$14.80	\$15.00
\$13.35	\$13.70		\$13.90	\$14.05	\$14.25	\$14.40	\$14.60	\$14.75	\$15.00
\$13.30	\$13.65		\$13.85	\$14.00	\$14.20	\$14.35	\$14.55	\$14.70	\$14.75
\$13.25	\$13.60		\$13.80	\$13.95	\$14.15	\$14.30	\$14.50	\$14.65	\$14.75

Present	6/26/06	12/25/06	6/25/07	12/24/07	6/23/08	12/22/08	6/22/09	12/21/09	5/17/10
\$13.20	\$13.55		\$13.75	\$13.90	\$14.10	\$14.25	\$14.45	\$14.60	\$14.75
\$13.15	\$13.50		\$13.70	\$13.85	\$14.05	\$14.20	\$14.40	\$14.55	\$14.75
\$13.10	\$13.45		\$13.65	\$13.80	\$14.00	\$14.15	\$14.35	\$14.50	\$14.75
\$13.05	\$13.40		\$13.60	\$13.75	\$13.95	\$14.10	\$14.30	\$14.45	\$14.50
\$13.00	\$13.35		\$13.55	\$13.70	\$13.90	\$14.05	\$14.25	\$14.40	\$14.50
\$12.95	\$13.30		\$13.50	\$13.65	\$13.85	\$14.00	\$14.20	\$14.35	\$14.50
\$12.90	\$13.25		\$13.45	\$13.60	\$13.80	\$13.95	\$14.15	\$14.30	\$14.50
\$12.85	\$13.20		\$13.40	\$13.55	\$13.75	\$13.90	\$14.10	\$14.25	\$14.50
\$12.80	\$13.15		\$13.35	\$13.50	\$13.70	\$13.85	\$14.05	\$14.20	\$14.25
\$12.75	\$13.10		\$13.30	\$13.45	\$13.65	\$13.80	\$14.00	\$14.15	\$14.25
\$12.70	\$13.05		\$13.25	\$13.40	\$13.60	\$13.75	\$13.95	\$14.10	\$14.25
\$12.65	\$13.00		\$13.20	\$13.35	\$13.55	\$13.70	\$13.90	\$14.05	\$14.25
\$12.60	\$12.95		\$13.15	\$13.30	\$13.50	\$13.65	\$13.85	\$14.00	\$14.25
\$12.55	\$12.90		\$13.10	\$13.25	\$13.45	\$13.60	\$13.80	\$13.95	\$14.00
\$12.50	\$12.85		\$13.05	\$13.20	\$13.40	\$13.55	\$13.75	\$13.90	\$14.00
\$12.45	\$12.80		\$13.00	\$13.15	\$13.35	\$13.50	\$13.70	\$13.85	\$14.00
\$12.40	\$12.75		\$12.95	\$13.10	\$13.30	\$13.45	\$13.65	\$13.80	\$14.00
\$12.35	\$12.70		\$12.90	\$13.05	\$13.25	\$13.40	\$13.60	\$13.75	\$14.00
\$12.30	\$12.65		\$12.85	\$13.00	\$13.20	\$13.35	\$13.55	\$13.70	\$13.75
\$12.25	\$12.60		\$12.80	\$12.95	\$13.15	\$13.30	\$13.50	\$13.65	\$13.75
\$12.20	\$12.55		\$12.75	\$12.90	\$13.10	\$13.25	\$13.45	\$13.60	\$13.75
\$12.15	\$12.50		\$12.70	\$12.85	\$13.05	\$13.20	\$13.40	\$13.55	\$13.75
\$12.10	\$12.45		\$12.65	\$12.80	\$13.00	\$13.15	\$13.35	\$13.50	\$13.75
\$12.05	\$12.40		\$12.60	\$12.75	\$12.95	\$13.10	\$13.30	\$13.45	\$13.50
\$12.00	\$12.35		\$12.55	\$12.70	\$12.90	\$13.05	\$13.25	\$13.40	\$13.50
\$11.95	\$12.30		\$12.50	\$12.65	\$12.85	\$13.00	\$13.20	\$13.35	\$13.50
\$11.90	\$12.25		\$12.45	\$12.60	\$12.80	\$12.95	\$13.15	\$13.30	\$13.50
\$11.85	\$12.20		\$12.40	\$12.55	\$12.75	\$12.90	\$13.10	\$13.25	\$13.50
\$11.80	\$12.15		\$12.35	\$12.50	\$12.70	\$12.85	\$13.05	\$13.20	\$13.25
\$11.75	\$12.10		\$12.30	\$12.45	\$12.65	\$12.80	\$13.00	\$13.15	\$13.25
\$11.70	\$12.05		\$12.25	\$12.40	\$12.60	\$12.75	\$12.95	\$13.10	\$13.25
\$11.65	\$12.00		\$12.20	\$12.35	\$12.55	\$12.70	\$12.90	\$13.05	\$13.25
\$11.60	\$11.95		\$12.15	\$12.30	\$12.50	\$12.65	\$12.85	\$13.00	\$13.25
\$11.55	\$11.90		\$12.10	\$12.25	\$12.45	\$12.60	\$12.80	\$12.95	\$13.00
\$11.50	\$11.85		\$12.05	\$12.20	\$12.40	\$12.55	\$12.75	\$12.90	\$13.00
\$11.45	\$11.80		\$12.00	\$12.15	\$12.35	\$12.50	\$12.70	\$12.85	\$13.00
\$11.40	\$11.75		\$11.95	\$12.10	\$12.30	\$12.45	\$12.65	\$12.80	\$13.00
\$11.35	\$11.70		\$11.90	\$12.05	\$12.25	\$12.40	\$12.60	\$12.75	\$13.00
\$11.30	\$11.65		\$11.85	\$12.00	\$12.20	\$12.35	\$12.55	\$12.70	\$12.75
\$11.25	\$11.60		\$11.80	\$11.95	\$12.15	\$12.30	\$12.50	\$12.65	\$12.75
\$11.20	\$11.55		\$11.75	\$11.90	\$12.10	\$12.25	\$12.45	\$12.60	\$12.75
\$11.15	\$11.50		\$11.70	\$11.85	\$12.05	\$12.20	\$12.40	\$12.55	\$12.75
\$11.10	\$11.45		\$11.65	\$11.80	\$12.00	\$12.15	\$12.35	\$12.50	\$12.75
\$11.05	\$11.40		\$11.60	\$11.75	\$11.95	\$12.10	\$12.30	\$12.45	\$12.50
\$11.00	\$11.35		\$11.55	\$11.70	\$11.90	\$12.05	\$12.25	\$12.40	\$12.50
\$10.95	\$11.30		\$11.50	\$11.65	\$11.85	\$12.00	\$12.20	\$12.35	\$12.50
\$10.90	\$11.25		\$11.45	\$11.60	\$11.80	\$11.95	\$12.15	\$12.30	\$12.50
\$10.85	\$11.20		\$11.40	\$11.55	\$11.75	\$11.90	\$12.10	\$12.25	\$12.50
\$10.80	\$11.15		\$11.35	\$11.50	\$11.70	\$11.85	\$12.05	\$12.20	\$12.25
\$10.75	\$11.10		\$11.30	\$11.45	\$11.65	\$11.80	\$12.00	\$12.15	\$12.25
\$10.70	\$11.05		\$11.25	\$11.40	\$11.60	\$11.75	\$11.95	\$12.10	\$12.25
\$10.65	\$11.00		\$11.20	\$11.35	\$11.55	\$11.70	\$11.90	\$12.05	\$12.25
\$10.60	\$10.95		\$11.15	\$11.30	\$11.50	\$11.65	\$11.85	\$12.00	\$12.25
\$10.55	\$10.90		\$11.10	\$11.25	\$11.45	\$11.60	\$11.80	\$11.95	\$12.00
\$10.50	\$10.85		\$11.05	\$11.20	\$11.40	\$11.55	\$11.75	\$11.90	\$12.00
\$10.45	\$10.80		\$11.00	\$11.15	\$11.35	\$11.50	\$11.70	\$11.85	\$12.00
\$10.40	\$10.75		\$10.95	\$11.10	\$11.30	\$11.45	\$11.65	\$11.80	\$12.00
\$10.35	\$10.70		\$10.90	\$11.05	\$11.25	\$11.40	\$11.60	\$11.75	\$12.00
\$10.30	\$10.65		\$10.85	\$11.00	\$11.20	\$11.35	\$11.55	\$11.70	\$11.75
\$10.25	\$10.60		\$10.80	\$10.95	\$11.15	\$11.30	\$11.50	\$11.65	\$11.75
\$10.20	\$10.55		\$10.75	\$10.90	\$11.10	\$11.25	\$11.45	\$11.60	\$11.75
\$10.15	\$10.50		\$10.70	\$10.85	\$11.05	\$11.20	\$11.40	\$11.55	\$11.75

Present	6/26/06	12/25/06	6/25/07	12/24/07	6/23/08	12/22/08	6/22/09	12/21/09	5/17/10
\$10.10	\$10.45		\$10.65	\$10.80	\$11.00	\$11.15	\$11.35	\$11.50	\$11.75
\$10.05	\$10.40		\$10.60	\$10.75	\$10.95	\$11.10	\$11.30	\$11.45	\$11.50
\$10.00	\$10.35		\$10.55	\$10.70	\$10.90	\$11.05	\$11.25	\$11.40	\$11.50
\$9.95	\$10.30		\$10.50	\$10.65	\$10.85	\$11.00	\$11.20	\$11.35	\$11.50
\$9.90	\$10.25		\$10.45	\$10.60	\$10.80	\$10.95	\$11.15	\$11.30	\$11.50
\$9.85	\$10.20		\$10.40	\$10.55	\$10.75	\$10.90	\$11.10	\$11.25	\$11.50
\$9.80	\$10.15		\$10.35	\$10.50	\$10.70	\$10.85	\$11.05	\$11.20	\$11.25
\$9.75	\$10.10		\$10.30	\$10.45	\$10.65	\$10.80	\$11.00	\$11.15	\$11.25
\$9.70	\$10.05		\$10.25	\$10.40	\$10.60	\$10.75	\$10.95	\$11.10	\$11.25
\$9.65	\$10.00		\$10.20	\$10.35	\$10.55	\$10.70	\$10.90	\$11.05	\$11.25
\$9.60	\$9.95		\$10.15	\$10.30	\$10.50	\$10.65	\$10.85	\$11.00	\$11.25
\$9.55	\$9.90		\$10.10	\$10.25	\$10.45	\$10.60	\$10.80	\$10.95	\$11.00
\$9.50	\$9.85		\$10.05	\$10.20	\$10.40	\$10.55	\$10.75	\$10.90	\$11.00
\$9.45	\$9.80		\$10.00	\$10.15	\$10.35	\$10.50	\$10.70	\$10.85	\$11.00
\$9.40	\$9.75		\$9.95	\$10.10	\$10.30	\$10.45	\$10.65	\$10.80	\$11.00
\$9.35	\$9.70		\$9.90	\$10.05	\$10.25	\$10.40	\$10.60	\$10.75	\$11.00
\$9.30	\$9.65		\$9.85	\$10.00	\$10.20	\$10.35	\$10.55	\$10.70	\$10.75
\$9.25	\$9.60		\$9.80	\$9.95	\$10.15	\$10.30	\$10.50	\$10.65	\$10.75
\$9.20	\$9.55		\$9.75	\$9.90	\$10.10	\$10.25	\$10.45	\$10.60	\$10.75
\$9.15	\$9.50		\$9.70	\$9.85	\$10.05	\$10.20	\$10.40	\$10.55	\$10.75
\$9.10	\$9.45		\$9.65	\$9.80	\$10.00	\$10.15	\$10.35	\$10.50	\$10.75
\$9.05	\$9.40		\$9.60	\$9.75	\$9.95	\$10.10	\$10.30	\$10.45	\$10.50
\$9.00	\$9.35		\$9.55	\$9.70	\$9.90	\$10.05	\$10.25	\$10.40	\$10.50
\$8.95	\$9.30		\$9.50	\$9.65	\$9.85	\$10.00	\$10.20	\$10.35	\$10.50
\$8.90	\$9.25		\$9.45	\$9.60	\$9.80	\$9.95	\$10.15	\$10.30	\$10.50
\$8.85	\$9.20		\$9.40	\$9.55	\$9.75	\$9.90	\$10.10	\$10.25	\$10.50
\$8.80	\$9.15		\$9.35	\$9.50	\$9.70	\$9.85	\$10.05	\$10.20	\$10.25
\$8.75	\$9.10		\$9.30	\$9.45	\$9.65	\$9.80	\$10.00	\$10.15	\$10.25
\$8.70	\$9.05		\$9.25	\$9.40	\$9.60	\$9.75	\$9.95	\$10.10	\$10.25
\$8.65	\$9.00		\$9.20	\$9.35	\$9.55	\$9.70	\$9.90	\$10.05	\$10.25
\$8.60	\$8.95		\$9.15	\$9.30	\$9.50	\$9.65	\$9.85	\$10.00	\$10.25
\$8.55	\$8.90		\$9.10	\$9.25	\$9.45	\$9.60	\$9.80	\$9.95	\$10.00
\$8.50	\$8.85		\$9.05	\$9.20	\$9.40	\$9.55	\$9.75	\$9.90	\$10.00
\$8.45	\$8.80		\$9.00	\$9.15	\$9.35	\$9.50	\$9.70	\$9.85	\$10.00
\$8.40	\$8.75		\$8.95	\$9.10	\$9.30	\$9.45	\$9.65	\$9.80	\$10.00
\$8.35	\$8.70		\$8.90	\$9.05	\$9.25	\$9.40	\$9.60	\$9.75	\$10.00
\$8.30	\$8.65		\$8.85	\$9.00	\$9.20	\$9.35	\$9.55	\$9.70	\$9.75
\$8.25	\$8.60		\$8.80	\$8.95	\$9.15	\$9.30	\$9.50	\$9.65	\$9.75
\$8.20	\$8.55		\$8.75	\$8.90	\$9.10	\$9.25	\$9.45	\$9.60	\$9.75
\$8.15	\$8.50		\$8.70	\$8.85	\$9.05	\$9.20	\$9.40	\$9.55	\$9.75
\$8.10	\$8.45		\$8.65	\$8.80	\$9.00	\$9.15	\$9.35	\$9.50	\$9.75
\$8.05	\$8.40		\$8.60	\$8.75	\$8.95	\$9.10	\$9.30	\$9.45	\$9.50
\$8.00	\$8.35		\$8.55	\$8.70	\$8.90	\$9.05	\$9.25	\$9.40	\$9.50
\$7.95	\$8.30		\$8.50	\$8.65	\$8.85	\$9.00	\$9.20	\$9.35	\$9.50
\$7.90	\$8.25		\$8.45	\$8.60	\$8.80	\$8.95	\$9.15	\$9.30	\$9.50
\$7.85	\$8.20		\$8.40	\$8.55	\$8.75	\$8.90	\$9.10	\$9.25	\$9.50
\$7.80	\$8.15		\$8.35	\$8.50	\$8.70	\$8.85	\$9.10	\$9.25	\$9.50
\$7.75	\$8.10		\$8.30	\$8.45	\$8.65	\$8.80	\$9.10	\$9.25	\$9.50
\$7.70	\$8.05		\$8.25	\$8.40	\$8.60	\$8.75	\$9.10	\$9.25	\$9.50
\$7.65	\$8.00		\$8.20	\$8.35	\$8.60	\$8.75	\$9.10	\$9.25	\$9.50
\$7.60	\$7.95		\$8.15	\$8.30	\$8.60	\$8.75	\$9.10	\$9.25	\$9.50
\$7.55	\$7.90		\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.50
\$7.50	\$7.85		\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.45	\$7.80		\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.40	\$7.75		\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.35	\$7.70	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.30	\$7.65	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.25	\$7.60	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.20	\$7.55	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.15	\$7.50	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.10	\$7.45	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.05	\$7.40	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35
\$7.00	\$7.35	\$7.75	\$8.10	\$8.25	\$8.60	\$8.75	\$9.10	\$9.25	\$9.35

Or Less

**CLASSIFICATION OF
FULL TIME PORTERS AND DELIVERY CLERKS
ON PAYROLL AS OF JUNE 25, 2006**

1. Wage Increases

Eff. 6/26/06	Eff. 6/25/07	Eff. 12/24/07	Eff. 6/23/08	Eff. 12/22/08	Eff. 6/22/09	Eff. 12/21/09
\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

2. Wage Progressions

Full Time Porters On Payroll as of June 25, 2006

Present	6/26/06	12/25/06	6/25/07	12/24/07	6/23/08	12/22/08	6/22/09	12/21/09	5/17/10
	\$10		\$10	\$10	\$10	\$10	\$10	\$10	
\$695	\$705		\$715	\$725	\$735	\$745	\$755	\$765	
\$690	\$700		\$710	\$720	\$730	\$740	\$750	\$760	\$765
\$685	\$695		\$705	\$715	\$725	\$735	\$745	\$755	\$765
\$680	\$690		\$700	\$710	\$720	\$730	\$740	\$750	\$765
\$675	\$685		\$695	\$705	\$715	\$725	\$735	\$745	\$750
\$670	\$680		\$690	\$700	\$710	\$720	\$730	\$740	\$750
\$665	\$675		\$685	\$695	\$705	\$715	\$725	\$735	\$750
\$660	\$670		\$680	\$690	\$700	\$710	\$720	\$730	\$750
\$655	\$665		\$675	\$685	\$695	\$705	\$715	\$725	\$750
\$650	\$660		\$670	\$680	\$690	\$700	\$710	\$720	\$725
\$645	\$655		\$665	\$675	\$685	\$695	\$705	\$715	\$725
\$640	\$650		\$660	\$670	\$680	\$690	\$700	\$710	\$725
\$635	\$645		\$655	\$665	\$675	\$685	\$695	\$705	\$725
\$630	\$640		\$650	\$660	\$670	\$680	\$690	\$700	\$725
\$625	\$635		\$645	\$655	\$665	\$675	\$685	\$695	\$700
\$620	\$630		\$640	\$650	\$660	\$670	\$680	\$690	\$700
\$615	\$625		\$635	\$645	\$655	\$665	\$675	\$685	\$700
\$610	\$620		\$630	\$640	\$650	\$660	\$670	\$680	\$700
\$605	\$615		\$625	\$635	\$645	\$655	\$665	\$675	\$700
\$600	\$610		\$620	\$630	\$640	\$650	\$660	\$670	\$675
\$595	\$605		\$615	\$625	\$635	\$645	\$655	\$665	\$675
\$590	\$600		\$610	\$620	\$630	\$640	\$650	\$660	\$675
\$585	\$595		\$605	\$615	\$625	\$635	\$645	\$655	\$675
\$580	\$590		\$600	\$610	\$620	\$630	\$640	\$650	\$675
\$575	\$585		\$595	\$605	\$615	\$625	\$635	\$645	\$650
\$570	\$580		\$590	\$600	\$610	\$620	\$630	\$640	\$650
\$565	\$575		\$585	\$595	\$605	\$615	\$625	\$635	\$650
\$560	\$570		\$580	\$590	\$600	\$610	\$620	\$630	\$650
\$555	\$565		\$575	\$585	\$595	\$605	\$615	\$625	\$650
\$550	\$560		\$570	\$580	\$590	\$600	\$610	\$620	\$625
\$545	\$555		\$565	\$575	\$585	\$595	\$605	\$615	\$625
\$540	\$550		\$560	\$570	\$580	\$590	\$600	\$610	\$625
\$535	\$545		\$555	\$565	\$575	\$585	\$595	\$605	\$625
\$530	\$540		\$550	\$560	\$570	\$580	\$590	\$600	\$625
\$525	\$535		\$545	\$555	\$565	\$575	\$585	\$595	\$600
\$520	\$530		\$540	\$550	\$560	\$570	\$580	\$590	\$600
\$515	\$525		\$535	\$545	\$555	\$565	\$575	\$585	\$600
\$510	\$520		\$530	\$540	\$550	\$560	\$570	\$580	\$600
\$505	\$515		\$525	\$535	\$545	\$555	\$565	\$575	\$600
\$500	\$510		\$520	\$530	\$540	\$550	\$560	\$570	\$575
\$495	\$505		\$515	\$525	\$535	\$545	\$555	\$565	\$575
\$490	\$500		\$510	\$520	\$530	\$540	\$550	\$560	\$575
\$485	\$495		\$505	\$515	\$525	\$535	\$545	\$555	\$575
\$480	\$490		\$500	\$510	\$520	\$530	\$540	\$550	\$575
\$475	\$485		\$495	\$505	\$515	\$525	\$535	\$545	\$550
\$470	\$480		\$490	\$500	\$510	\$520	\$530	\$540	\$550
\$465	\$475		\$485	\$495	\$505	\$515	\$525	\$535	\$550

Present	6/26/06	12/25/06	6/25/07	12/24/07	6/23/08	12/22/08	6/22/09	12/21/09	5/17/10
\$460	\$470		\$480	\$490	\$500	\$510	\$520	\$530	\$550
\$455	\$465		\$475	\$485	\$495	\$505	\$515	\$525	\$550
\$450	\$460		\$470	\$480	\$490	\$500	\$510	\$520	\$525
\$445	\$455		\$465	\$475	\$485	\$495	\$505	\$515	\$525
\$440	\$450		\$460	\$470	\$480	\$490	\$500	\$510	\$525
\$435	\$445		\$455	\$465	\$475	\$485	\$495	\$505	\$525
\$430	\$440		\$450	\$460	\$470	\$480	\$490	\$500	\$525
\$425	\$435		\$445	\$455	\$465	\$475	\$485	\$495	\$500
\$420	\$430		\$440	\$450	\$460	\$470	\$480	\$490	\$500
\$415	\$425		\$435	\$445	\$455	\$465	\$475	\$485	\$500
\$410	\$420		\$430	\$440	\$450	\$460	\$470	\$480	\$500
\$405	\$415		\$425	\$435	\$445	\$455	\$465	\$480	\$500
\$400	\$410		\$420	\$430	\$440	\$450	\$465	\$480	\$500
\$395	\$405		\$415	\$425	\$435	\$450	\$465	\$480	\$500
\$390	\$400		\$410	\$420	\$435	\$450	\$465	\$480	\$500
\$385	\$395		\$405	\$420	\$435	\$450	\$465	\$480	\$500
\$380	\$390		\$405	\$420	\$435	\$450	\$465	\$480	\$500
\$375	\$385	\$390	\$405	\$420	\$435	\$450	\$465	\$480	\$500
\$370	\$380	\$390	\$405	\$420	\$435	\$450	\$465	\$480	\$500
\$365	\$375	\$390	\$405	\$420	\$435	\$450	\$465	\$480	\$500

Part-Time Courtesy Clerks- On Payroll As Of June 25, 2006

1. Wages:

6/25/06	6/24/07	6/22/08	6/21/09
.20¢/hr.	.15¢/hr.	.15¢/hr.	.15¢/hr.

Part Time Courtesy Clerks on Payroll as of 6/24/06

Present	6/25/06	12/24/06	6/24/07	12/23/07	6/22/08	12/21/08	6/21/09
\$0.20			\$0.15		\$0.15		\$0.15
\$9.05	\$9.25		\$9.40		\$9.55		\$9.70
\$9.00	\$9.20		\$9.35		\$9.50		\$9.65
\$8.95	\$9.15		\$9.30		\$9.45		\$9.60
\$8.90	\$9.10		\$9.25		\$9.40		\$9.55
\$8.85	\$9.05		\$9.20		\$9.35		\$9.50
\$8.80	\$9.00		\$9.15		\$9.30		\$9.45
\$8.75	\$8.95		\$9.10		\$9.25		\$9.40
\$8.70	\$8.90		\$9.05		\$9.20		\$9.35
\$8.65	\$8.85		\$9.00		\$9.15		\$9.30
\$8.60	\$8.80		\$8.95		\$9.10		\$9.25
\$8.55	\$8.75		\$8.90		\$9.05		\$9.20
\$8.50	\$8.70		\$8.85		\$9.00		\$9.15
\$8.45	\$8.65		\$8.80		\$8.95		\$9.10
\$8.40	\$8.60		\$8.75		\$8.90		\$9.05
\$8.35	\$8.55		\$8.70		\$8.85		\$9.00
\$8.30	\$8.50		\$8.65		\$8.80		\$8.95
\$8.25	\$8.45		\$8.60		\$8.75		\$8.90
\$8.20	\$8.40		\$8.55		\$8.70		\$8.85
\$8.15	\$8.35		\$8.50		\$8.65		\$8.80
\$8.10	\$8.30		\$8.45		\$8.60		\$8.75
\$8.05	\$8.25		\$8.40		\$8.55		\$8.70
\$8.00	\$8.20		\$8.35		\$8.50		\$8.65
\$7.95	\$8.15		\$8.30		\$8.45		\$8.60
\$7.90	\$8.10		\$8.25		\$8.40		\$8.55
\$7.85	\$8.05		\$8.20		\$8.35		\$8.50
\$7.80	\$8.00		\$8.15		\$8.30		\$8.45
\$7.75	\$7.95		\$8.10		\$8.25		\$8.40
\$7.70	\$7.90		\$8.05		\$8.20		\$8.35
\$7.65	\$7.85		\$8.00		\$8.15		\$8.30

Present	6/25/06	12/24/06	6/24/07	12/23/07	6/22/08	12/21/08	6/21/09
\$7.60	\$7.80		\$7.95		\$8.10		\$8.25
\$7.55	\$7.75		\$7.90		\$8.05	\$8.10	\$8.25
\$7.50	\$7.70		\$7.85		\$8.00	\$8.10	\$8.25
\$7.45	\$7.65		\$7.80		\$7.95	\$8.10	\$8.25
\$7.40	\$7.60		\$7.75	\$7.80	\$7.95	\$8.10	\$8.25
\$7.35	\$7.55		\$7.70	\$7.80	\$7.95	\$8.10	\$8.25
\$7.30	\$7.50		\$7.65	\$7.80	\$7.95	\$8.10	\$8.25
\$7.25	\$7.45	\$7.50	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25
\$7.20	\$7.40	\$7.50	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25
\$7.15	\$7.35	\$7.50	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25
\$7.10	\$7.30	\$7.50	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25
\$7.05	\$7.25	\$7.50	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25
\$7.00	\$7.20	\$7.50	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25
\$6.95	\$7.15	\$7.50	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25
\$6.90	\$7.10	\$7.50	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25
\$6.85	\$7.05	\$7.50	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25
\$6.80	\$7.00	\$7.50	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25
\$6.75	\$7.00	\$7.50	\$7.65	\$7.80	\$7.95	\$8.10	\$8.25

**CLASSIFICATION OF FULL TIME AND PART TIME CLERKS
NEW EMPLOYEES HIRED ON OR AFTER JUNE 26, 2006**

Newly hired employees, hired on or after June 26, 2006, shall receive their increases on a semi-annual basis in accordance with the following

All employees hired in April, May, June, July, August and September shall receive their increases on the fifteenth (15th) day of December. All employees hired in October, November, December, January, February and March shall receive their increases on the fifteenth (15th) day of June.

**WEEKLY WAGE PROGRESSIONS FOR FULL TIME EMPLOYEES
HIRED OR APPOINTED ON OR AFTER JUNE 26, 2006**

6/26/06

After 30 Days.....\$415.00 per/wk.

And will receive an increase of an additional twenty (\$20.00) dollars per week in accordance with the schedule for semi-annual wage increases.

**HOURLY WAGE PROGRESSIONS FOR
PART TIME CLERKS & DELIVERY CLERKS
HIRED OR APPOINTED ON OR AFTER JUNE 26, 2006**

6/26/06

1/01/07

After 30 Days..... \$ 7.00 per/hr. \$ 7.50 per/hr.

And will receive an increase of an additional twenty-five (25¢) cents per hour in accordance with the schedule for semi annual increases.

**WEEKLY WAGE PROGRESSION FOR FULL TIME DELIVERY
CLERKS & PORTERS
HIRED OR APPOINTED ON OR AFTER JUNE 26, 2006**

6/26/06

After 30 days.....\$ 365.00

And will receive an additional increase of fifteen (\$15.00) dollars per week in accordance with the schedule for semi-annual increases.

These progression rates shall pertain to all those employees hired on or after June 26, 2006 and those on such above progression rates shall not receive the Contract General Increases. However, an employee who reaches the top of the progression scale during the term of the Agreement, as a result of having been hired above the minimum or reclassified from part time to full time, shall be eligible to receive the across-the-board increases on June 25, 2007, December 24, 2007, June 23, 2008, December 22, 2008, June 22, 2009, and December 21, 2009, if applicable, provided that in no event shall such employee exceed the top rate of pay in each respective classification.

All new full time clerks hired at or above the minimum rate for after thirty (30) days as described above, shall in any event receive the minimum wage increase of ten (\$10.00) dollars after thirty (30) days employment and thereafter shall receive an increase of an additional twenty (\$20.00) dollars per week after each six (6) months of employment from date of hire in accordance with the schedule for semi-annual increases.

All new part time clerks hired at or above the minimum rate for after thirty (30) days as described above, shall in any event receive a minimum wage increase of twenty-five (25¢) cents per hour after thirty (30) days employment and thereafter shall receive an additional increase of an additional twenty-five (25¢) cents per hour after each six (6) months of employment in accordance with the schedule for semi-annual increases.

Courtesy Clerks in stores with a sales volume of \$300,000 per week or more:

NEW HIRES ON OR AFTER JUNE 26, 2006:

	<i>Effective</i> 6/26/06	<i>Effective</i> 1/01/07
After 30 days	\$7.00	\$7.40

After reaching the top of the Progression Scales Courtesy Clerks hired on or after 6/26/06 shall receive an increase of fifteen (15¢) cents per hour, in accordance with the schedule for semi annual wage increase after the completion of each six (6) months of employment from date of hire. Courtesy Clerks that worked over thirty-two (32) regular hours in the pay period shall receive a premium of one (\$1.00) dollar per hour added to their straight time *hourly rate of pay for all regular hours worked not to exceed \$9.00 per hour.*

Duties of Courtesy Clerks: Will be limited to bagging, collecting shopping carts, cleaning around check stands, sweeping, replenishing bags, stocking magazines, candy and soda by check stands, displays by check stands and putting away overstock and throwbacks.

All new part time clerks hired at or above the minimum rate for after thirty (30) days as described above, shall in any event receive a minimum wage increase of twenty-five (25¢) cents after thirty (30) days employment and thereafter shall receive an additional increase of an additional twenty-five (25¢) cents per hour after each six (6) months of employment in accordance with the schedule for semi-annual increases.

DAIRY AND FROZEN FOOD DEPARTMENT HEAD CLERKS
(Full Time)

Full time Dairy and Frozen Food Department Head Clerks, in stores which consistently have a gross volume of \$100,000.00 and over per week, when designated by the Employer, shall receive ten (\$10.00) dollars per week in addition to their base weekly wage.

PREMIUMS

Clerks assigned to relieve Assistant Managers in supermarkets for a week or more shall receive twenty (\$20.00) dollars above their regular weekly wage.

Clerks assigned to relieve Produce Managers in supermarkets for a week or more shall receive fifteen (\$15.00) dollars above their regular weekly wage.

If a clerk relieves a first man in service stores with sales in excess of \$30,000.00 for a week or more, they will receive fifteen (\$15.00) dollars per week in addition to their regular weekly wage.

If a clerk relieves a Produce Manager in service stores with sales in excess of \$30,000.00 for a week or more, they will receive ten (\$10.00) dollars per week in addition to their regular weekly wage.

Full Time and Part Time Bookkeepers shall receive a premium of twenty-five (25¢) cents per hour.

NIGHT CREW

Full time night crew clerks and chiefs shall receive ten (10%) percent per week above their regular applicable progression scale or wage. Part time employees who work on a night shift from 12:00 A.M. Midnight to 8:00 A.M. shall receive ten (10%) percent per week above their regular applicable progression scale or wage.

An employee newly assigned to the night crew on or after June 19, 1988, shall receive a night shift premium of ten (10%) percent of the employee's straight time rate of pay to a maximum of fifty (\$50.00) dollars per week which shall be in addition to the employee's straight time rate of pay.

All premiums presently paid shall be included in regular wages for the purpose of determining overtime rates.

Increases in Federal or State Minimum Wage:

In the event of an increase in the Federal or State Minimum Wage Rates, the thirty (30) day rate for newly hired part time employees shall be a minimum of twenty-five (25¢) cents per hour above the new Federal or State Minimum Wage.

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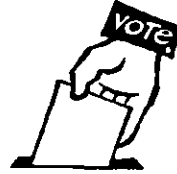
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ABC – Active Ballot Club

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



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

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

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

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

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

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

Be Informed!!!

www.UFCW1500.org