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C O N T R A C T

**AGREEMENT BETWEEN
P&C FOOD MARKETS
AND
UNITED FOOD &
COMMERCIAL WORKERS
INTERNATIONAL UNION
DISTRICT UNION LOCAL ONE**

**EFFECTIVE DATE:
MAY 26, 2005
EXPIRATION DATE:
MAY 31, 2008**

58 pages



P & C FOOD MARKETS

and

UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION, CLC
DISTRICT UNION LOCAL ONE

EFFECTIVE DATE: **MAY 26, 2005**

EXPIRATION DATE: **MAY 31, 2008**

DEAR UFCW LOCAL ONE MEMBER:

THIS UNION CONTRACT, NEGOTIATED FOR YOU BY UFCW LOCAL ONE AND P & C FOOD MARKETS EMPLOYEE BARGAINING COMMITTEE, CAREFULLY EXPLAINS IN DETAIL, ALL OF THE TERMS AND CONDITIONS OF YOUR EMPLOYMENT AND YOUR MANY RIGHTS AND BENEFITS AS A UFCW LOCAL ONE MEMBER.

PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT IS IMPORTANT THAT YOU BE FULLY AWARE OF YOUR RIGHTS AND BENEFITS AND HOW THEY HELP YOU ON THE JOB.

BESIDES PROVIDING SECURITY, THIS CONTRACT HAS AN EFFICIENT GRIEVANCE PROCEDURE FOR THE ORDERLY AND FAIR SETTLEMENT OF ANY PROBLEMS YOU MAY ENCOUNTER IN THE COURSE OF YOUR EMPLOYMENT.

IF YOU HAVE ANY QUESTIONS REGARDING YOUR RIGHTS OR BENEFITS UNDER THIS AGREEMENT, PLEASE ASK YOUR SHOP STEWARD OR UNION REPRESENTATIVE FOR ASSISTANCE.

SINCERELY AND FRATEERNALLY,

A handwritten signature in black ink, appearing to read "Frank C. Deriso".

FRANK C. DERISO
PRESIDENT

FOR ASSISTANCE ASK YOUR SHOP STEWARD, UNION REPRESENTATIVE OR CALL:

SYRACUSE OFFICE

1-800-340-4613
(315) 432-1222

CREDIT UNION

1-800-448-7328

BUFFALO

1-800-421-0120
1-800-733-3140 (PA)
(716) 631-8777

UTICA OFFICE

1-800-697-8329
(315) 797-9600

HEALTH CARE & PENSION FUNDS

1-800-959-9497
(315) 797-9600

CALL FREE NATIONWIDE 1-800-NYS-UFCW E-MAIL: ufcwone@ufcwone.org WEB: www.ufcwone.org

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AGREEMENT

THIS AGREEMENT by and between P & C FOOD MARKETS, (hereinafter known as the Employer or Company), and the UNITED FOOD AND COMMERCIAL WORKERS, DISTRICT UNION LOCAL ONE, affiliated with the AFL-CIO, (hereinafter known as the Union or Local), shall be effective as of May 26, 2005.

PREAMBLE

WHEREAS, the above parties desire to maintain harmonious relations, to agree upon wage rates, standards and conditions of employment, to eliminate strikes, lockouts, boycotts, stoppages of work and other forces of industrial disturbances with a view of establishing ways and means for collective bargaining and for arbitration of grievances and disputes.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Company and the Union, acting through their duly authorized representative hereby agree as follows:

ARTICLE 1

SUCCESSORS & ASSIGNS

This Agreement shall be binding upon the Company herein, and its successors and assigns and no provisions herein contained shall be nullified or affected in any manner as a result of any consolidated sales, transfer, assignment, or any other disposition of the Company herein or by any change to any other form of business organization or by any change, geographical or otherwise, in the location of the Company herein. The Company agrees that it will not conclude any of the above transactions unless an agreement has been entered into as a result of this agreement, which shall continue to be binding on the person or persons or any business organizations continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof regardless of any change of any kind in management, location, and form of business organization or ownership. In the event that the Employer shall fail to require any successor, or assignee to assume the obligations of the Agreement, the Employer shall continue to be liable for all of the obligations on its part to be performed until the expiration of this agreement.

ARTICLE 2

RECOGNITION AND JURISDICTION

2.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees covered by this agreement.

2.2 The terms of the Agreement shall be applicable to all store employees except Store Managers, Co-Managers, Daycare Supervisor, Customer Service Managers, Chefs, Merchandisers, Pharmacist, Pharmacy Students and Pharmacy Drivers in the Company's stores.

2.3 The Employer further agrees that if it should establish a new store or stores within the geographical description as outlined in paragraph 2.2 of this article that as of the time such store or stores be established, the Agreement shall apply to the employees of such stores, excluding the Store Manager, Co-Managers, Daycare Supervisor, Customer Service Managers, Chefs, Merchandisers, Pharmacist, Pharmacy Students and Pharmacy Drivers within the jurisdiction of District Union Local One.

2.4 The Employer shall provide the Union with a list of all stores, locations, etc., covered by this Agreement. This list shall be supplemented whenever necessary, as a result of new store openings, store closings or change in store locations.

2.5 The Company shall employ a "Customer Service Manager" at selected locations. In addition to their normal duties, this individual shall also interview, hire, discipline, conduct "basket tests" and coach accordingly. "Customer Service Managers" will not perform bargaining unit work of any kind (excluding bagging done in response to customer needs or training purposes) nor shall they supplant any other full time position currently in place.

ARTICLE 3

MANAGEMENT

The Management of the business in all its phases and detail shall remain vested in the Employer. The right of the Employer and the employees shall be respected and the provisions of this contract for the orderly settlement of all questions regarding such rights shall be observed. Without limiting the Employer's right to discharge generally, it is understood that management shall always have the absolute right to discharge any individual who is not properly performing their job or producing necessary operating margins, and when called on, the Union will do its utmost to supply the management with efficient and capable employees who will further the progress of the Employer's stores and service establishments.

ARTICLE 4

MANAGER TRAINEES

4.1 Regardless of any provisions contained elsewhere in the Agreement the Employer may designate two (2) employees in each of its markets, with a limit of forty-five (45) in all markets, as a Manager Trainee, who may or may not have the duties of the assistant manager in that market. The duties, salaries, hours of work, working conditions and all other conditions of employment of said Manager Trainee shall be determined by the Employer in the same manner as the same such things are determined for Store Managers, except that no Manager Trainee shall be scheduled or called upon to work more than forty-five (45) hours in any work week. The Manager Trainee shall be put on the written schedule as outlined in Article 21.1.

(a) The Company agrees to offer Manager Trainee positions to bargaining unit employees first. If no qualified employees are available, then the Company may hire a Manager Trainee from outside of the bargaining unit.

(b) The Manager Trainee program shall be for a period of twenty-four (24) months at which time the trainee shall either be promoted to the position of Manager or will return to the position that the trainee held prior to entering the program. Provided, however, that where appropriate, the Company may modify the length of an employees training period subject to the Union's approval.

4.2 The Company shall provide annually to the Union and its Union Representatives a list of all Manager Trainees and the markets to which they are assigned. In addition, on a quarterly basis the Company shall provide the Union and its Union Representatives with an updated list of any transfers or new Manager Trainees.

ARTICLE 5

UNION SECURITY

5.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing and those who are not members in good standing on the date on which this Agreement is signed, shall on the thirty-first (31st) day following the date on which they begin employment, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed shall, on the thirty-first (31st) day following the date they begin employment become and remain members in good standing in the Union. Good standing shall be defined as the payment or tender of initiation fees, assessments, and/or union dues.

ARTICLE 5 – UNION SECURITY – CONTINUED

5.2 Any employee who is expelled or suspended from the Union because of nonpayment of initiation fees and dues (including such other obligations to the Union, failure to pay which would make an employee subject to discharge under the Labor-Management Relations Act, 1947) shall be subject to dismissal after notification in writing to the Employer by the Union, provided however, that the employee may have a reasonable time within which to make such payments of initiation fees, dues, and assessments, the failure of payment of which has caused expulsion or suspension.

ARTICLE 6

UNION CHECKOFF

6.1 Upon receipt of proper written authorization from an employee, the Company agrees to deduct from the wages of said employee, and to forward to the General Office of the Union, within fifteen (15) days after the last day of the last payroll period each month, dues, assessments and initiation fees as listed by the Union in duplicate schedules, which shall be furnished to the Company once a month. It is understood that any authorization of payroll deduction shall be voluntary on the part of the employee and may be canceled at yearly intervals or at the termination of this Agreement, whichever occurs first.

6.2 The Union agrees to indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article, except the failure of the Company to forward to the Union dues and initiation fees as provided in this Article.

ARTICLE 7

ACTIVE BALLOT CLUB

7.1 The Employer agrees to deduct an amount from the pay of each employee, who is a union member and who executes an appropriate voluntary checkoff authorization form to the UFCW Active Ballot Club. Deductions shall be in the amount specified in the checkoff authorization form signed by the employee and deducted every week. The deduction shall continue for the life of this Agreement for those employees who sign UFCW Active Ballot Club checkoff authorization forms unless they are revoked individually and in writing.

7.2 The Employer agrees to transmit UFCW Active Ballot Club deductions to the UFCW Active Ballot Club in care of the Local Union, within fifteen (15) days after the last day of the last payroll period each month. The Employer further agrees to transmit to the Local Union at the same time the names of those employees for whom deductions have been made and the amounts deducted for each employee.

ARTICLE 8

CREDIT UNION

At the written request of an employee, and in accordance with appropriate procedures to be mutually agreed upon concerning the frequency and amount of payments, the Company shall deduct from the employee's wages such amount as the employee has elected, for weekly remittance to the Power Federal Credit Union.

ARTICLE 9

CAPTIONS AND INTERPRETATIONS

The section and paragraph headings in this Agreement are intended for indexing and descriptive purpose only, and shall not be interpreted to restrict or modify in any way the provisions to which they refer. All personal pronouns used herein reference to Employees of this Employer shall be construed, where applicable, to have both masculine and feminine gender.

ARTICLE 10

DEPARTMENT MANAGERS/CLASSIFIED POSITIONS

Employees working in the following classified positions will be employed on a full time basis:

Grocery Manager, Produce Manager, Head Cashier/Front-end Coordinator/Office Bookkeeper (where applicable), Assistant Head Cashier (where applicable), Bakery Manager, Meat Manager, First Cutter and Deli Manager.

ARTICLE 11

JOB DESCRIPTIONS

11.1 MEAT DEPARTMENT MANAGER. The Meat Department Manager is in charge of the Meat and Fish Departments in the store and shall have the knowledge and ability to operate the department to the satisfaction of the Management. Duties include supervision of the department personnel, ordering of merchandise, service to customers and the operation of the department in accordance with the Employer's merchandising policy.

11.2 FIRST MEAT CUTTER. A First Meat Cutter shall be designated in all Meat Departments having three (3) or more employees, consisting of any one (1) or all of the following classifications: Meat Department Manager, Meat Cutter (full time or part time) and full time Apprentice.

ARTICLE 11 - JOB DESCRIPTIONS – CONTINUED

11.3 MEAT CUTTER. A Meat Cutter is a skilled worker who has either served a complete apprenticeship in the trade or has developed equivalent ability by practical experience, and is capable of cutting and preparing meat in form acceptable to the retail trade and in a manner that will yield the maximum of profitable cuts from a carcass. The Meat Cutter must also be proficient in waiting on customers and have the knowledge and ability to perform the general detailed tasks in a Meat and Fish Department.

11.4 PART TIME MEAT CUTTER. The Company may employ part time Meat Cutters at Journeyman wages and part time benefits provided there are no Meat Department layoffs within the geographical area where the part time Meat Cutter is employed.

11.5 MEAT APPRENTICE. Every market may employ one (1) apprentice, eighteen (18) years of age or over, and one (1) additional apprentice for every three (3) Meat Cutters or Wrappers at that market. After 4,000 hours service at apprenticeship, the apprentice shall be classified as a Meat Cutter and shall receive the prevailing rate of pay. The apprentice shall receive credit for all time served under each employer. Each market may also employ part time meat cutters as part of the Employer's Meat Apprentice program. It is understood, however, that the employment of such persons shall be for the purpose of training them in the craft of meat cutting and is not to be used to displace full time meat cutters, to reduce the hours of full time meat cutters or to operate the meat department.

(a) Whenever possible, Grocery Clerks will be given the first preference to train as Meat Cutter Apprentices. The Company shall make the final selection, however, and the employee selected will be paid the starting rate for Apprentice Meat Cutter. Meat Apprentices can be employed on a full or part time basis.

11.6 WRAPPER. A Wrapper shall take meat or fish, weigh it, insert price tag, place in trays, and enclose all in a cellophane wrapper, which will be sealed by the Wrapper. The Wrapper shall place this meat or fish in the self-service case, and rotate same in the case. The Wrapper shall use a slicing machine or a knife to cut liverwurst, cheese, or any other items which cannot be run through a slicer, and perform such other duties in the Meat Department as assigned. Wrappers are to be rotated on all permitted operations within the Meat Department such as scaling, weighing, wrapping, etc.

11.7 DELI MANAGER. The Department Manager is in charge of the Deli Department in the store and has the knowledge and ability to operate the department to the satisfaction of the Management. Duties include supervision of the department personnel, ordering of merchandise, service to customers and the operation of the department in accordance with the Employer's merchandising policy.

ARTICLE 11 - JOB DESCRIPTIONS – CONTINUED

11.8 BAKERY DEPARTMENT MANAGER. The Bakery Department Manager is in charge of "expanded" or "in-store" bakery operations, at store locations designated by the Company. An "in store" or "expanded" bakery is one that has all the equipment and capabilities to produce from raw materials all the bakery items the Company offers for sale. The Department Manager must have the knowledge and ability to operate the department to the satisfaction of the management. Duties include supervision of the department personnel, ordering of merchandise, service to customers and the operation of the department in accordance with the Employer's merchandising policy.

11.9 PRODUCE DEPARTMENT MANAGER. The employee designated as the Produce Department Manager shall be responsible for the efficient operation of the Produce Department. Duties include supervision of the department personnel, ordering of merchandise, service to customers and the operation of the department in accordance with the Employer's merchandising policy.

11.10 GROCERY MANAGER. The employee designated as an Grocery Manager is one who normally replaces the Store Manager during lunch periods, days off, vacations and emergencies requiring time off by the Store Manager. The Company shall have the right to designate a non-union Co-Manager in any store provided that the Grocery Manager classification shall not be eroded.

11.11 MANAGER TRAINEE. The employee designated as Manager Trainee is accountable to the Store Manager. These employees are to learn and understand the food business from Management's perspective, as well as develop an understanding of the supermarket business at store level. The Trainee must develop an understanding of departmental operations and priorities. The Trainee's objectives include working within all departments within the store. The Manager Trainee will be responsible for opening the store for business and closing the store two nights per week. Manager Trainees are to develop an understanding of labor scheduling and its application.

11.12 HEAD CASHIER/ FRONT-END COORDINATOR/ OFFICE BOOKKEEPER. This employee is one whose duties are not limited to, but may include the following: This employee can supervise and/or perform all functions of the checkout operation to the satisfaction of the Employer and/or any other duties requested by the Employer. This includes the proper checking out of merchandise, handling of all money, balancing of registers, and seeing to it that all persons involved in the checkout operation perform their duties in the proper manner, and that all customers are given proper service. The employee must also be qualified to keep operating records and reports and handle such other bookkeeping or personnel functions that the Employer may direct.

ARTICLE 11 - JOB DESCRIPTIONS - CONTINUED

(a) It is the intent of the parties that there shall be only one full time classification of either Front-End Coordinator or Head Cashier in each store. The rate for the Front-End Coordinator shall be the applicable full time rate plus fifty cents (50¢) per hour in stores where there is a Head Cashier. The rate for the Office Bookkeeper (Head Cashier) shall be the applicable full time rate plus fifty cents (50¢) per hour in stores where there is a Front-End Coordinator classified position.

(b) The classified positions of Head Cashier/Front End Coordinator will be eliminated through attrition. The Head Cashier classification will be replaced by a full time Office Bookkeeper at each location and will remain a classified position and this employee shall receive fifty cents (50¢) per hour in addition to their regular rate of pay for all hours worked. The Front End Coordinator also shall receive fifty cents (50¢) per hour in addition to their regular rate of pay (as set forth in Article 53) for all hours worked in stores where assigned.

(c) Front-End Coordinator is to be paid Head Cashier rate of pay when there is no Head Cashier position in the store for those classified prior to June 1, 1992.

11.13 ASSISTANT HEAD CASHIER. The position of Assistant Head Cashier will not be filled in the event it becomes vacant through attrition.

11.14 NIGHT CREW LEADER. The night crew leader is the key carrier and in general will provide supervision during the night. This also would mean that they and other members of the night crew would have to wear white shirts. The Company will train the night crew to run registers.

11.15 FULL TIME CLERK. A full time clerk is an employee whose primary duties are performed in the store backroom, unloading trucks, stocking the sales area, and at the checkout counter and cash register. When not so engaged, this employee shall perform any other duties within their capabilities as assigned by the store management.

11.16 PART TIME CLERK. A part time employee is one who works thirty (30) hours or less per week.

11.17 JANITOR. Full time or part time employees whose primary duties shall be that of cleaning within all departments of store assigned.

ARTICLE 11 - JOB DESCRIPTIONS - CONTINUED

(a) The maximum hours worked for part time janitors shall be thirty (30) hours. In recognition that part time Janitors, for the most part, will be unsupervised during the course of their shift and that occasional unforeseen emergencies might occur, it is agreed that if part time Janitors work in excess of thirty (30) hours as scheduled, that they be paid the next five (5) month's full time Janitors rate for actual hours worked in excess of thirty (30) hours.

(b) Full time Janitor's benefits, working conditions and general contract language shall be the same as full time employees.

(c) In the application of the present Collective Bargaining Agreement other full time and part time employees will not either:

- (1) Claim available hours on the schedule of this classification, or;
- (2) Claim these jobs on a general layoff situation. In case of layoff, if they are qualified, they will be given due consideration for available openings.

ARTICLE 12

NEW CLASSIFICATION - WORK JURISDICTION

12.1 The Employer agrees that in the event that any classification is established, the Employer will confer and negotiate classification rates and job description for such new classification.

12.2 All employees are required to maintain their stations or area of employment in a clean and sanitary condition.

12.3 Employees excluded from the bargaining unit include Supervisors, Store Managers, Co-Managers, Merchandisers, Daycare Supervisor, Customer Service Managers, Chefs Pharmacist, Pharmacy Students and Pharmacy Drivers. An excluded employee, with the exception of the Store Manager and Co-Manager, shall not be permitted to perform any work as herein specified as the work of employees included within the bargaining unit. The Employer's supervisors, and specialists may be an exception to this rule only when while it is impossible to secure additional help, and further, provided this latter exception will not be used to supplant employees who could or would be employed.

ARTICLE 13

PREVIOUS EXPERIENCE

13.1 Proven full-time or part-time experience, which is directly related to the work assigned to a newly hired employee, will be recognized by the Company for the purpose of establishing hourly wage rates only. Completed full months of employment will be counted in determining the length of service to be credited. The amount of credit shall be limited to full time and part time experience in the three (3) years immediately preceding the date of employment. The wage rate of employees credited with previous experience shall be established at the bracket one step lower than the full credit would call for, at the progression rate in effect for full time persons hired or re-hired after December 27, 1992, excepting Journeyman Meat Cutters, who shall be given full credit. Part-time employees rate shall be established at one step lower than full credit would call for at the progression rate as outlined in 53.9.

EXCEPTION. Credit to be given to re-hires for actual service during the preceding three (3) years for determining their proper pay rate at time of re-hire.

13.2 Upon re-hiring an employee who has been separated less than three (3) years, previous experience as a full time or part time employee of the Company will be recognized by the Company for the purpose of establishing the wage rate of the re-hired employee. Completed full months of employment will be counted in determining the service to be credited. No service credit for prior employment will be given to an employee who has been separated more than three (3) consecutive years.

13.3 Back pay liability for rate adjustment claims made under this Article shall be limited to those hours worked during the first ninety (90) days of employment. The Company shall not be liable for any rate adjustment claims if the previous experience was not indicated at the time of hiring.

ARTICLE 14

JOB REFERRAL

New employees, when hired, shall be deemed temporary and shall be on a trial basis for thirty (30) days. Thereafter they shall be considered regular employees. The thirty (30) day trial period can be extended on an exception basis with the agreement of the Union Representatives. All such new employees shall be granted benefits provided under the terms of the Contract; however, they shall not be required to become union members as a condition of continuous employment until the thirty-first (31st) day subsequent to the beginning of their employment.

ARTICLE 15

FAIR EMPLOYMENT PRACTICES

The Company and the Union agree that the principle of non-discrimination as required by law, shall apply in administering all aspects of this contract.

ARTICLE 16

UNION VISITATION

16.1 Representatives of the Union shall have the right to visit any of the Employer's places of business at any time during normal working hours for the purpose of ascertaining whether this agreement is being properly observed, provided the Representatives make themselves known to the Store Manager, or in the absence of the Store Manager, the one in charge of the store, upon arrival, and that there shall be no delay of work, undue interruption of or interference within the Employer's business. Any and all disputes, grievances, complaints, or questions hereunder shall be taken up for discussion and settlement in the manner provided by this Contract for the settlement of any other grievance.

16.2 The Union also, through its Membership Servicing Representatives, shall have the right to visit the Employer's places of business at any time during normal working hours for the purpose of updating Union records and fringe benefit entitlements. The Representatives shall make themselves known to the Store Manager, or in the absence of the Store Manager, the one in charge of the store, upon arrival, so that there shall be no delay of work, undue interruption of or interference within the Employer's business.

ARTICLE 17

NO INDIVIDUAL AGREEMENTS

It is understood and agreed that no employee shall be asked or required to make any written or verbal individual agreement, and that any individual contract that may be with any member of the Union shall be considered a violation of this Agreement.

ARTICLE 18

PRIOR PRIVILEGES

This agreement shall not alter, change or deprive any of the employees of conditions which they are presently enjoying or working under, which conditions may be better than those specified herein.

ARTICLE 19

RULES - WORKING AGREEMENT

19.1 **COMPANY RULES.** The Employer agrees to post on the store bulletin board no rules in conflict with this Agreement or discriminatory to any individual or group of the Employer's employees.

19.2 **PHYSICAL EXAMINATION.** Any rule of the Company requiring physical or medical examination will be promptly complied with by members of the Union. The Company will pay the fee for the physical examination, not paid for by the Health Care Fund and may also select the physician who will make the required examination.

19.3 **DOCTOR'S EXCUSE.** The Company can require a doctor's excuse if there is a history of abuses or for absence on the day before or the day after a holiday. In all cases the Employer will notify the affected employees that future illnesses will require such doctor's excuse.

19.4 **STORE CLOSING.** The Company shall give advance notice to the Union and employees of store closings in accordance with state and federal regulations.

19.5 **JOB POSTING.** The Company agrees that it will post all full time openings and that the posting will specify the store in which a position is available.

(a) Posting for full time job openings resulting from remodels or new store openings will require additional postings where a present full time employee is transferred to the new store.

(b) The Company will make every effort to transfer prior to opening.

(c) The company shall post in the break room the name and seniority date of the successful bidder for the job.

(d) The Company will provide the Union Steward with a copy of the Job Posting Notice to be initialed by the Union Steward prior to the job being posted.

19.6 **TOOL RESTRICTIONS.** Only Meat Managers, First Cutters, Journeyman and Apprentices may use tools of the trade including but not limited to cleaver, hand or electric saw, meat grinder, tenderizing machine, hamburger patty forming machine, and cubing machine.

19.7 **ROOM TEMPERATURES.** Rooms in which meat and/or cheese are wrapped shall not be less than fifty-five degrees (55°) Fahrenheit.

19.8 **WEARING APPAREL.** In the event that heat failure occurs within a place of business, the Employer shall provide and/or allow adequate wearing apparel and adjust such failure within a reasonable time.

ARTICLE 19 - RULES - WORKING AGREEMENT – CONTINUED

19.9 **CLERKS' WORK CLAUSE.** All work performed in stores stocking shelves, pricing merchandise and displaying shall be performed by P & C employees, except this shall not apply to new store openings, remodelings, dairy departments, rack jobbers, and displays paid for by the supplier. Also any Supplier Representative may handle, work and display any product or material of the Company which he represents at any time in the store. Outside salesmen may stock their own products only.

19.10 **FIRST AID KITS.** The Employer shall furnish and maintain first aid kits in strategic locations throughout the store, which shall include facemasks, CPR masks and rubber gloves.

19.11 **UNION NOTICES.** The Employer will provide a bulletin board at each store where the Union may post notices of Union recreational and social affairs, elections, and union meetings, for the information of employee members.

19.12 **READINESS TO WORK.** Each employee shall, as a condition of employment, be required to enter their time and be ready for work at that time.

19.13 New employees or employees who are transferred from one department to another shall receive training for the Grocery, Meat, Produce, Deli, Bakery and Hot Foods Departments.

19.14 The Company and the Union agree to establish a Joint Labor Management Committee to discuss and resolve issues of mutual concern.

19.15 The Company and the Union agree to the creation of a Department Head/Employee Training Program.

ARTICLE 20

HOURS AND OVERTIME

20.1 (a) **Basic Work Schedule:** Unless otherwise agreed to, the basic work week for full time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days worked Monday through Saturday.

(b) **Alternative Work Schedule:** On a voluntary basis and by mutual agreement and for a period of not less than thirty (30) days, a full time employee may be scheduled to work: (I) four (4) ten (10) hour days; (II) three (3) eight (8) hour days, one (1) ten (10) hour day, and one (1) six (6) hour day; or (III) any mutually agreed upon work schedule. Provided, however, that the Company or an employee may upon two (2) weeks notice terminate an arrangement for an alternative work schedule and reinstate the Basic work Schedule.

ARTICLE 20 - HOURS AND OVERTIME- CONTINUED

(c) An employee who agrees to work an alternative work schedule and who voluntarily agrees to work more than eight (8) hours in a given day shall not be entitled to overtime unless such work results in the employee having worked more than forty (40) hours in a given week. In addition, the nightly restrictions shall not apply.

(d) There shall be a minimum of ten (10) hours between shifts for both full time and part time employees.

(e) All full time employees shall have the option of working on Sunday either within or outside the workweek under any work schedule.

20.2 All employees will receive time and one-half (1 ½) for hours worked on the sixth (6th) day and double time (2) for hours worked on the seventh (7th) day of a payroll week provided that such hours are not worked replacing an absent employee. There shall be no pyramiding of premium pay. Available hours do not apply.

20.3 Full time employees hired before June 2, 1996 may be scheduled to work two (2) days until 10:00 p.m. and full time employees hired on or promoted after June 2, 1996 may be scheduled to work three (3) days until 10:00 p.m. On all other days for work performed after 6:00 p.m. such employee shall receive overtime at the rate of one and one-half (1 ½) times their regular rate of pay. These overtime hours must be paid in excess of the basic forty (40) hour work week. Overtime at one and one-half (1 ½) times the straight time hourly rate shall be paid on either a daily or weekly basis, but not both.

20.4 Time and one-half (1 ½) shall be paid for all work performed in excess of forty (40) hours in any workweek. Under no circumstances will overtime be paid on overtime.

20.5 Full time employees will have the option of including hours worked between 10:00 p.m. and midnight, either within or outside the workweek, at one and one half (1 ½) time their hourly rate.

20.6 Full time employees will be scheduled in five (5) days (not consecutive) of a calendar work week.

20.7 In those weeks in which a legal holiday occurs, the Employer will pay time and one-half (1 ½) for work in that week over (32) hours.

ARTICLE 20 - HOURS AND OVERTIME- CONTINUED

PART TIME EMPLOYEES

20.8 Except as modified by Article 20.15 the basic work week for part time employees shall be Sunday through Saturday with a minimum guarantee of twenty (20) hours per week, provided, however, that upon the request of a part time employee and by mutual agreement, the minimum guarantee may be reduced to twelve (12) hours. Provided further, that on a voluntary basis and by mutual agreement and where permitted by law, a part time employee may be scheduled to work ten (10) hour days, excluding any time taken by that employee for a lunch period. This schedule shall be maintained for at least thirty (30) days and can be modified with a two week notice by either party.

20.9 Part time employees will be scheduled in five (5) days (not consecutive) of a calendar workweek.

20.10 Part time employees scheduled to work thirty (30) hours or less who are called in to work for any reason, shall be paid time and one half (1 ½) for work in excess of thirty five (35) hours and time and one-half (1 ½) for work in excess of thirty-two (32) hours during a holiday week. Part time employees scheduled to work more than thirty (30) hours but less than forty (40) hours shall be paid time and one half (1 ½) for work in excess of thirty (30) hours. The provisions regarding part time employment will be applicable as to Sunday and Holidays.

20.11 From October 1st through May 31st, a part time employee scheduled forty (40) hours or more per week who is not replacing either directly or indirectly, an absent full time employee, shall be paid the greater of the minimum full time rate of pay or their part time rate. The provisions regarding full time employment will apply for Sundays and Holidays.

20.12 A part time employee who is scheduled for forty (40) hours and calls in sick for one (1) or more days will be paid their part time rate for the first thirty-five (35) hours worked and time and one half for hours beyond thirty-five (35).

20.13 Part time holiday pay hours shall not be part of the minimum twenty (20) hour weekly work schedule.

20.14 When a part time employee is ordered to report for work on any day, they shall be guaranteed four (4) hours work on that day, except when school hours, store hours, State or Federal law or regulations make this impossible for part time employees attending school.

ARTICLE 20 - HOURS AND OVERTIME- CONTINUED

20.15 EMPLOYMENT OF MINORS

When School is in session (day after Labor Day to June 20):

<u>Age of Minor</u>	<u>Max. Daily Hrs. Allowed</u>	<u>Max. Weekly Hrs. Allowed</u>	<u>Max. Days Per Week</u>	<u>Permitted Hours</u>
15	2.75 hrs. max Monday-Friday	17.75	6	7:15 a.m. 6:45 p.m.
16 & 17	7.75 hrs. max Sat., Sun. 3.75 hrs. max. Monday-Thursday	27.75	6	6:15 a.m. 9:45 p.m.
	7.75 hrs. max. Fri., Sat., Sun. and Holidays			

When school is not in session (June 21 to Labor Day):

<u>Age of Minor</u>	<u>Max. Daily Hrs. Allowed</u>	<u>Max. Weekly Hrs. Allowed</u>	<u>Max. Days Per Week</u>	<u>Permitted Hours</u>
15	7.75 hrs. max. Sunday-Saturday	39.75	6	7:15 a.m. 8:45 p.m.
16 & 17	7.75 hrs. max. Sunday-Saturday	47.75	6	6:15 a.m. 11:45 p.m.

Minimum number of hours worked by fifteen (15) year olds when school is in session shall be thirteen (13) hours per week.

Minimum number of hours worked by sixteen (16) & seventeen (17) year olds when school is in session shall be eighteen (18) hours per week.

20.16 Prohibited - Minors Use of Power Equipment - Applies to any employee under the age eighteen (18) years old. All power equipment is prohibited from being used or cleaned by minors including, but not limited to the following equipment; baler, meat room saw, deli slicer, disposals, etc. All minors are also prohibited from throwing cardboard into the baler. Anyone who violates this policy is subject to disciplinary action.

ARTICLE 21

WORK SCHEDULES

21.1 A schedule of working hours, including lunch hours for all employees will be posted in ink in each store no later than 6:00 p.m., Thursday of each week for the following week. Once the schedule is posted, hours may be increased, but there shall be no reduction in daily or weekly hours scheduled. The work schedule shall be initiated by the Store Manager and Store Union Steward, but this shall not be construed wherein the Union's rights are denied under the Grievance and Arbitration Clause. A copy of the work schedule shall be given to the Store Steward in advance when requested. If any employee is required to work before or after their regular daily or weekly schedule as posted, they shall not be required to take time off that week in order to avoid the application of overtime wage rates. The Company agrees not to schedule part time employees in segments of less than one (1) hour, after five (5) hours.

21.2 Time off without pay can be arranged upon presentation of a written doctor's appointment for the employee or member of the family.

21.3 Employees shall be required to report to the store management one (1) full working day in advance of their return to work from a short illness. An employee returning from an illness of one (1) week or more shall notify the Store Management prior to 9:00 p.m. of the Wednesday preceding the week in which they desire to return to work.

21.4 When an employee returns to work from an illness after the week's work schedule has been posted, hours corresponding with their work hours may be dropped from the posted schedule.

21.5 Split Shifts - No split shifts will be permitted for any employee.

21.6 Employees may work day or night shifts, but not both in the same work week except a day-night stocker working between 9:00 p.m. and 6:00 a.m.

21.7 When employees are required to attend training programs and/or company meetings of any type, such time required will be considered hours worked. However, such time may be outside the posted work schedule. If said meeting or training program is held in store, (or in the vicinity of the store, with the consent of the Union) a two (2) hour call-in minimum shall apply, otherwise a four (4) hour call-in minimum shall apply.

21.8 The Employer agrees that when members of emergency volunteer squads are called away on duty that said employee(s) will be given the opportunity to make up any and all lost time. If there are not enough hours in the week to enable the employee(s) to make up lost time the employee(s) will be able to make up time the following week at their straight time hourly rate or elect to forfeit such hours.

ARTICLE 21 - WORK SCHEDULES

21.9 The Company will make every effort to have the pay for night crew employees available prior to end of shift on Friday morning.

21.10 The employee schedule for hours to be worked shall be Sunday through Saturday and include the following Sunday.

ARTICLE 22

AVAILABLE HOURS

22.1 Part time employees shall be scheduled so that employees with less seniority shall not be scheduled for more hours than part time employees with greater seniority.

22.2 Full time employees reduced to part time will receive all available part time hours, or combinations of such part time hours that will insure the continuance of a full forty (40) hours work. Overtime work shall be performed by the regular employees of the store where overtime hours are available. For the purposes of this article available part time hours shall be defined as any hours scheduled in excess of twenty (20) hours. Reduced full time employees shall not receive time and one-half (1- ½) for available hours worked between thirty (30) and forty (40) hours per week.

22.3 Any employee laid off or reduced in hours out of seniority shall receive pay for time lost to start after one (1) week's notice to the Company by the Union, until restored to employment, or increased in hours in accordance with seniority.

ARTICLE 23

LUNCH AND REST PERIODS

23.1 A lunch period of at least thirty (30) minutes, but not more than sixty (60) minutes will be allowed each day. Subject to the Company's approval, an employee may choose whether they wish to have a thirty (30) or sixty (60) minute lunch period.

23.2 All full time employees shall be given a rest period of fifteen (15) minutes before lunch and fifteen (15) minutes after lunch. Employees shall not be given rest periods until they have worked at least two (2) hours. Employees scheduled for a ten (10) hour day shall receive an additional fifteen (15) minute rest period.

ARTICLE 23 – LUNCH AND REST PERIODS – CONTINUED

23.3 Part time employees will be granted a fifteen (15) minute rest period if scheduled to work at least four (4) hours. In the event a part time employee is scheduled six (6) or more hours, the Employer may schedule one (1) twenty (20) minute rest period at approximately mid-shift or two (2) ten (10) minute rest periods in lieu of the above. A part time employee scheduled to work an eight (8) or ten (10) hour day shall receive rest periods as outlined in 23.2.

23.4 Part time employees shall not be required to take a rest period until they have worked at least two (2) hours of daily work scheduled.

23.5 Employees (when required) may punch in and out for their breaks at the time clocks in the break area.

ARTICLE 24

TEMPORARY FULL TIME WORK

24.1 In the event a part time employee works six (6) consecutive weeks of forty (40) hours or more (except for filling in for temporary vacancy due to vacation, sickness, leave of absence, temporarily filling a job position that is covered by the postings, a work related injury, store remodel or grand opening) an additional full time position shall be created and posted for the department in which the requisite hours were worked. In the event the requisite hours were worked in a number of departments, the Company may designate the additional full time clerk position to be posted. This provision shall not apply during the period(s) described under Article 24.2. The Steward and employee are to be notified if the forty (40) hour job is temporary.

24.2 During the period from June 1 to September 30, part time employees may work any number of consecutive forty (40) hour weeks without becoming a full time employee and no full time position shall be created thereby.

24.3 Any part time employee temporarily assigned to a full time position, or replacing either directly or indirectly, an absent full time employee, will receive seventy-five cents (75¢) per hour over their rate or the minimum full time rate, whichever is greater. Part time employees scheduled to work forty (40) hours per week during the period from June 1 to September 30 will also receive seventy-five cents (75¢) per hour over their rate or the minimum full time rate, whichever is greater. Upon returning to part time status, such employees shall revert to their regular part time rate of pay.

24.4 Temporary full time employees returning back to part time shall revert to their regular part time rate of pay. Part time working temporary full time shall be subject to full time health care and pension contributions after ninety (90) days full time service. New full time employees in new stores will be considered temporary full time employees for ninety (90) days from date of hire.

ARTICLE 25

PREMIUM PAY

25.1 Regularly scheduled employees shall receive fifty cents (50¢) per hour premium plus their regular straight time hourly rate of pay for all hours worked before 5:00 a.m. of any workday. Part time and full time janitors are not eligible for, or entitled to receive the fifty cents (50¢) per hour premium pay provision.

25.2 An employee who works two (2) or more night shifts commencing before 2:00 a.m. shall receive fifty (50¢) cents per hour in addition to their regular rate of pay for all hours worked.

25.3 Employees who are currently identified as being in charge of Bake Off Operations, Fish Departments, and Restaurant Operations shall be entitled to a premium of fifty cents (50¢) per hour in addition to their regular hourly rate for all hours worked in the week, recognizing that they have responsibility for ordering supplies and scheduling of hours. Employees who replace these persons for one (1) week or more shall be entitled to the premium.

25.4 Day-Night Stocker: A night stocker working two (2) nights or more between 9:00 p.m. and 6:00 a.m. will receive fifty cents (50¢) per hour in addition to their regular hourly rate for all hours worked in the week. Where two (2) or more Night Stockers are employed in a given store, a Head Night Stocker will receive pay in accordance with the wage structure in Article 52.

25.5 Part time employees scheduled to work after 10:00 p.m. shall receive fifty cents (50¢) per hour premium pay.

25.6 Effective 1/1/06, any non-classified employee who is designated by management as a Night Closer, shall receive a fifty cent (50¢) per hour premium for all hours worked on said shift.

ARTICLE 26

RATES OF PAY

26.1 Rates of pay as set forth in this Agreement shall constitute the basis for determination of wages for time worked.

26.2 It is agreed that during the term of this Agreement, no employee's wage will be reduced below the amount they are receiving at the present time, except where changes of position are necessary, and in all such cases, they shall be discussed first with the Union.

26.3 When an employee is assigned to a job paying a lesser rate, they will be entitled to their regular rate of pay unless they have been permanently transferred to a lower rated job. When an employee is permanently assigned to a job paying a higher rate, the employee shall receive the rate of pay in effect.

26.4 It is agreed that to simplify the process of granting increases based on length of service, all such increases, which become due in any calendar month, shall be made effective as of the first (1st) day of the week in which the fifteenth (15th) of the month occurs.

26.5 Department Managers (excluding Assistant Head Cashiers) and First Cutters absent on vacation or illness for one (1) week or more, shall be replaced and the replacement shall be paid one dollar (\$1.00) per hour in addition to their regular full time rate of pay for all hours worked for all vacation relief work assignments. Only the person performing the duties shall be paid the premium rate. It is the intention of the Union and the Employer that there shall be only one (1) replacement and that there be no "domino effect" in any department.

26.6 Whenever a Meat Cutter replaces and takes over the duties of a First Cutter, they shall receive the First Cutter's pay rate. This will not apply in the case of Journeymen Meat Cutters who replace First Cutters who are temporarily relieving the Meat Manager.

26.7 Full time Meat Cutters and Meat Apprentices, temporarily assigned to duties with lower rates of pay, will not be reduced in pay while performing such lower rated jobs.

26.8 Minimum Wage Increase - If the federal or state minimum wage is increased during the term of this agreement, the new hire entry rate of pay will be adjusted to comply with the law, if necessary.

ARTICLE 27

VACATIONS

27.1 Regular full time employees shall be granted vacations with pay on anniversary of continuous employment as follows:

- One (1) week for one (1) year
- Two (2) weeks for two (2) years
- Three (3) weeks for five (5) years
- Four (4) weeks for twelve (12) years
- Five (5) weeks for twenty (20) years

27.2 Vacations shall be selected on the basis of accumulated company seniority in the full time or part time classifications at the store level. In the event of conflict in requests of employees for vacation time off, preference shall be given in order of Company seniority. The Store Manager may limit the number of employees on vacation in a given week.

27.3 A full time employee who has qualified for two (2) weeks vacation automatically qualifies for future two (2) weeks vacation as of January 1st of each year.

A full time employee who has qualified for three (3) weeks vacation automatically qualifies for future three (3) weeks vacation as of January 1st of each year.

A full time employee who has qualified for four (4) weeks vacation automatically qualifies for future four (4) weeks vacation as of January 1st of each year.

A full time employee who has qualified for five (5) weeks vacation automatically qualifies for future five (5) weeks vacation as of January 1st of each year.

27.4 An employee who qualifies for vacation on January 1st and is due to complete service necessary for additional vacation time later in the year, may take the time earned January 1st early or wait and take all vacation time together. None of the foregoing shall be interpreted to allow more than one vacation in a calendar year.

27.5 It is clearly understood that no employee shall be called back to work during their vacation period with the understanding that they can take the rest of the time off due them at some later date.

27.6 Subject to the Manager's approval, a full time employee may elect to take up to a maximum of five (5) days of their vacation, one (1) day at a time. Subject to the Manager's approval, a full time employee who has earned five (5) weeks of vacation may elect to take up to a maximum of ten (10) days of their vacation, one day at a time.

27.7 (a) Employees shall be paid their vacation pay prior to their vacation period.

(b) At the request of an employee and by mutual agreement an employee will not be scheduled to work on the Saturday prior to that employee's vacation.

ARTICLE 27 - VACATIONS - CONTINUED

27.8 Full time vacations cannot be sold; time off must be taken.

27.9 In the event of termination of service due to death, provided that at the time of death of such employee had become eligible to receive a vacation that had not been granted, payment in the amount equal to that, which would have been paid the employee for such vacation shall be made to the estate of the employee.

27.10 Any pay differential to which an employee is normally entitled shall be included in their vacation allowance.

27.11 Vacations shall not be denied because of any holiday falling within such vacation period. When one of the six (6) recognized legal Holidays occur during an employee's vacation period, employees shall receive an additional eight (8) hours regular straight time pay with their vacation pay in lieu of additional time off.

27.12 Full time employees not covered by Job Security and involuntarily reduced to part time shall receive full time vacations and personal holidays for a period of six (6) months thereafter on a pro-rated basis.

27.13 Absence totaling less than ninety (90) days in any calendar year shall not affect vacation rights. Absence for any reason (excluding Military Service) including but not limited to illness, injury, maternity leave, personal leave or layoff, totaling more than ninety (90) calendar days in calendar year shall have the following effect upon vacation earned that year:

(a) Absence of more than ninety (90) calendar days, but not over one hundred eighty (180) calendar days, shall reduce vacation and vacation pay by twenty-five percent (25%).

(b) Absence of more than one hundred eighty (180) calendar days but not over two hundred seventy (270) calendar days, shall reduce vacation and vacation pay by fifty percent (50%).

(c) Absence of more than two hundred seventy (270) calendar days shall disqualify for vacation.

(d) Military Service shall not be considered as lost time in computing vacation.

ARTICLE 27 - VACATIONS - CONTINUED

27.14 Part Time Employees who work at least five hundred and twenty (520) hours and have crossed their anniversary date of employment will receive a pro-rated vacation in accordance with length of service with the Company as follows:

One (1) to two (2) years of service	Thirty (30) hours vacation pay
Two (2) to five (5) years of service	Thirty-five (35) hours vacation pay
Five (5) to twelve (12) years of service	Fifty-five (55) hours vacation pay
Twelve (12) to fifteen (15) years of service	Seventy-five (75) hours vacation pay
Over fifteen (15) years of service	One hundred (100) hours vacation pay

27.15 Actual time off, if requested, may be taken at a mutually convenient time during the current anniversary year. Part time employees will not be required to take vacation time off unless they so desire.

27.16 Vacation schedules for all employees must be posted in a central location by April 1st in ink and shall be initialed by the Store Manager and Store Union Steward. Vacations posted by April 1st shall take precedence over requested personal days in all cases regardless of seniority.

27.17 If the Employer absorbs, purchases or merges with another company within the jurisdiction of this Agreement, an employee's last consecutive service with the previous employer will be counted towards vacations only on the same basis as provided in Sections 27.1 and 27.15 of this Article.

27.18 In cases of store closing and where the Employer cannot place employees who are affected by such, the Employer agrees to pay such employees a pro-rata vacation based upon 1/12 or major fraction thereof, of the vacation they would have earned, for each month worked in that anniversary year prior to the closing.

27.19 In no event shall an employee lose any vacation time by reason of advancement to full time status.

When part time employees are:

(a) Promoted to full time they will be paid, based on their part time rate of pay, at the time of promotion, a pro-rated part time vacation pay for part time service from their last part time anniversary date to the date they become a regular full time employee, provided this period is in excess of thirty (30) days.

(b) Promoted to full time, will receive one (1) month credit for every two (2) months worked as a part time employee in determining the amount of full time vacation credit. This credit, in addition to full time service will determine the amount and time of future vacation improvements.

ARTICLE 27 - VACATIONS - CONTINUED

(c) Credited with future full time vacation and are promoted, they will qualify for their first full time vacation on January 1st of the following year on a pro-rated basis or an employee may wait and take all their vacation after crossing their first full time anniversary date.

(d) Once entitled to their first full time vacation, all future vacations will be determined by the provisions in 27.3, 27.4 and 27.5.

27.20 An employee terminated for cause will forfeit all rights to benefits.

ARTICLE 28

SUNDAYS

28.1 All full time employees (including temporary full time) and those who were involuntarily reduced to part time working forty (40) hours who request that Sunday be scheduled inside their workweek, shall receive a one (\$1.00) dollar per hour premium for Sunday work for their first thirty-six (36) months of employment, and time and one-half (1 ½) thereafter.

28.2 All full time employees (including temporary full time) and those who were involuntarily reduced to part time working forty (40) hours who have Sunday scheduled outside their workweek, shall receive time and one-half (1 ½) for Sunday work. If however, a full time employee with less than thirty-six (36) months of full time employment works less than forty (40) hours during their Monday through Saturday workweek, they shall receive a one (\$1.00) dollar per hour premium for Sunday work for the number of hours worked less than forty (40) during their Monday through Saturday workweek and time and one-half (1-1/2) for total hours worked over forty (40) Sunday through Saturday.

28.3 Work on Sundays will be required on a rotational basis. For example, work will be offered to the most senior employee first, and if refused, then offered to the next senior employee, etc. If all employees decline the Sunday work, the least senior employee is obliged to work. If an employee declines to work on a Sunday, that employee shall not have the option to work on a Sunday until all qualified employees, in rotation, have been given the opportunity to work. Similarly, once an employee has chosen to work on a Sunday, they shall not be given another opportunity to work on a Sunday until all qualified employees, in rotation, have been given the opportunity.

ARTICLE 28 – SUNDAYS – CONTINUED

28.4 All part time employees hired before ratification (replace with date) shall receive a fifty (50¢) cent per hour premium for Sunday work for the first twelve (12) months of employment and a one (\$1.00) dollar per hour premium thereafter. All part time employees hired on or after May 26, 2005 shall receive straight time for Sunday work for the first twelve (12) months of employment, a fifty (50¢) cent per hour premium for Sunday work after twelve (12) months of employment and a one (\$1.00) dollar per hour premium after twenty-four (24) months of employment and thereafter.

28.5 Employees shall be guaranteed a minimum of four (4) hours of work, or pay in lieu thereof, if required to work on a Sunday.

28.6 Scheduling for Easter Sunday coverage will be on a voluntary basis, if the schedule is not filled, employees will be scheduled by reverse seniority.

ARTICLE 29

HOLIDAYS

29.1 The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

29.2 Full time employees shall receive eight (8) hours straight time pay for the above holidays provided they work their regularly scheduled hours the other days of the holiday week, and provided further, that they work the day before and the day after the holiday. If an employee is unable to comply with the foregoing due to a meeting with the Employer while acting as a representative of the Union, an accident or illness substantiated by medical evidence (if required by the Employer) that the employee was unable to work, or an excused absence by the Employer, they will be entitled to holiday pay.

29.3 Part time employees shall be eligible for holiday pay the payroll week following six (6) months of employment. Part time employees averaging twenty-five (25) hours per week or less during the four (4) week period preceding a holiday shall receive four (4) hours of holiday pay at their straight time rate. Part time employees averaging more than twenty-five (25) hours of work in the four (4) weeks preceding a holiday shall receive six (6) hours holiday pay. Additionally, part time employees must work their regularly scheduled hours in the other days of the holiday week to be eligible for holiday pay unless such work was missed as a result of hours not being scheduled during the holiday week, an accident or illness substantiated by medical evidence (if required by the Employer) that the employee was unable to work, or an excused absence by the Employer.

ARTICLE 29 – HOLIDAYS – CONTINUED

29.4 Employees hired or classified as full time before June 2, 1996 shall receive double time for work on the above holidays. All employees who are hired or classified as full time on or after June 2, 1996 shall receive time and one half (1 ½) for work on the above holidays.

29.5 Employees hired or classified as part time before June 2, 1996 shall receive time and one-half (1 ½) for work on the above holidays. All employees who are hired to part time positions on or after June 2, 1996, shall receive a one (\$1.00) dollar per hour premium for work on the above holidays.

29.6 When a holiday falls on a Sunday it will be observed on the following Monday.

29.7 Employees shall be guaranteed a minimum of four (4) hours of work or pay in lieu thereof, if required to work on a holiday.

29.8 Work on Holidays will be required on a rotational basis as follows: Work will be offered to the most senior employee first, and if refused, is offered to the next senior employee, etc. If all employees decline the work, the least senior employee is obliged to work. If an employee declines to work on a Holiday, that employee shall not have the option to work on a Holiday until all qualified employees, in rotation, have been given the opportunity to work. Similarly, once an employee has chosen to work on a Holiday, they shall not be given another opportunity to work a Holiday until all qualified employees, in rotation, have been given the opportunity.

29.9 Full time employees laid off during a holiday week shall be entitled to holiday pay.

29.10 Holiday pay will not be paid to employees out on compensation or disability.

ARTICLE 30

PERSONAL HOLIDAYS

30.1 Full time employees shall receive eight (8) hour personal holidays paid at their straight time rate as follows:

- One (1) after one (1) year of continuous service
- Two (2) after two (2) years of continuous service
- Three (3) after three (3) years of continuous service
- Four (4) after four (4) years of continuous service.

30.2 Part time employees shall receive personal holiday pay on the anniversary of their employment as follows:

- Four (4) hours after one (1) year of continuous service
- Eight (8) hours after two (2) years of continuous service
- Ten (10) hours after three (3) years of continuous service
- Twelve (12) hours after four (4) years of continuous service.

30.3 Personal holidays may be taken in half-day increments.

30.4 Employees desiring a Personal Holiday shall give two (2) weeks written notice to their Store Manager. When two (2) or more requests are made for the same day, seniority shall govern.

ARTICLE 31

MEMBER ELECTED TO UNION OFFICE

Any member of the Union, elected or appointed to an office in the Union or as a delegate to any Union activity necessitating temporary leave of absence shall be granted such leave of absence provided, however, not more than one person per store or five for the Company may be granted for the same period and then not to exceed one year without pay, and shall, at the end of the term in the first instance, or at the end of his mission in the second instance, be re-employed according to the provisions of this Contract at this former wage rate plus any increase or less any reduction that may become effective during their absence. Duration of leave shall be stated in the request of such leave.

ARTICLE 32

LAUNDRY AND TOOLS

32.1 All uniforms, which the Employer requires the employees to wear, shall be furnished by the Employer without charge. Laundering of such garments shall be paid for by the Employer. The Company will supply a rubber apron for meat room cleaners.

32.2 Night crew employees shall dress in accordance with Company policies (the wearing of white shirts).

32.3 The Employer shall furnish the necessary tools and pay for sharpening them.

32.4 The Company will supply stress mats for use by cashiers at cash register areas.

ARTICLE 33

SENIORITY

33.1 An employee's classification seniority shall be determined by their most recent start date with the Employer in a classified position. An employee's full time seniority shall be determined by their most recent full time start date with the Employer and shall include time worked in a full time classified job. An employee's part time seniority shall be determined by their most recent part time start date with the Employer and shall include time worked in a full time classified job or other full time position.

33.2 Seniority shall be accrued and applicable within each of the following categories:

(a) Classified positions: (Grocery Managers, Produce Managers, Head Cashiers/Front End Coordinators/Office Bookkeepers, Bakery Managers, Meat Managers, First Cutters, Full Time Journeyman Cutters, Deli Managers, (Assistant Head Cashiers, where applicable) and Night Crew Leaders.

(b) Full time Clerks

(c) Full time Janitors

(d) Part time Clerks. Part time Janitors.

33.3 Seniority accrued in category 33.2(a) shall be exercisable in categories 33.2(b) and 33.2(c) and 33.2(d). Seniority accrued in 33.2(b) shall be exercisable in category 33.2(c) and 33.2(d). Seniority accrued in 33.2(c) shall be exercisable in category 33.2(d).

ARTICLE 33 – SENIORITY – CONTINUED

33.4 Seniority accrued as a Meat Manager shall be exercisable in the First Cutter or Journeyman classifications. Seniority accrued as a First Cutter shall be exercisable in the Journeyman classification.

33.5 Full time employees with thirty-one (31) days service shall have seniority over all part time employees.

33.6 PRESERVATION OF SENIORITY: If an employee is out of work because of a physical disability or an on-the-job related injury, seniority will be preserved based on how long the employee has worked for the Company as follows:

<u>LENGTH OF SERVICE</u>	<u>SENIORITY PRESERVED FOR</u>
Up to one (1) year	One (1) year
Over one (1) year	Two (2) years in case of disability
Over one (1) year	Three (3) years in case of an on-the-job injury

33.7 Seniority will be lost if an employee is discharged for just cause, voluntarily quits or is out of work for three (3) or more days without notifying the Company (except for circumstances beyond their control).

33.8 In the event a full time employee is promoted from the ranks of the Union, they shall retain their accrued seniority for a period of one (1) year. If, within that period, they are transferred back to any position covered by the Agreement, their full seniority shall be restored immediately.

33.9 REINSTATEMENT: If after proper investigation by the Union and the Employer, it is agreed an employee has been discharged unjustly, they shall be reinstated with full rights. Investigation and settlement of any claim shall be made within sixty (60) days of the making of such complaint by the employee.

ARTICLE 34

TRANSFERS

34.1 All transfers shall be done on a seniority basis. Should the Union find a transfer arbitrary, the transfer shall become the subject of a grievance.

34.2 If an employee is transferred temporarily to a location not covered by this agreement, the employee shall continue to be covered by this agreement.

34.3 A temporary transfer may not exceed sixty (60) days.

ARTICLE 34 – TRANSFERS – CONTINUED

34.4 Employees temporarily transferred at the Company's request from their home store to other stores as replacement for vacations, illness or leaves of absence will be paid travel expense at the rate of thirty cents (30¢) per mile for all miles traveled from their home store or their respective residence, whichever is shortest, if the distance is in excess of thirty (30) miles. Floating/Journeyman Meat Cutters must replace for vacations, illness or leaves of absence for one (1) or more weeks in order to be eligible for this provision. Employees who use their own vehicles and have received approval from the Store Manager, will weekly receive thirty cents (30¢) per mile travel pay when they are engaged in comparative price checking, banking, delivering merchandise between stores, or other authorized activity.

34.5 Employees may refuse a transfer where transportation is not available.

34.6 Employees may refuse a transfer of over twenty (20) miles from their home store or from their "original" home store if already traveling to maintain a full time position.

34.7 The Company agrees to periodically review store assignments, and where feasible, effect transfers of individuals in the same classification with the objective of reducing the distance from an employee's home and the store. These moves will be reviewed and agreed to by the appropriate P & C Supervisor and Union Representative.

34.8 When a full time opening occurs, full time employees working in the same classification as that which is posted, shall be given preference to transfer to the open position, according to seniority, over part time employees bidding for the open position.

ARTICLE 35

LAYOFFS & BUMPING RIGHTS

35.1 When faced with a layoff, an employee employed in a classified position shall bump an employee in the same classification, at a store of their choice, where their classification seniority prevails. In the event that no such position exists, affected employees employed in classified positions shall exercise their overall full time seniority by bumping the least senior full time Clerk working at a store of their choice, provided that the least senior full time Clerk has less seniority.

ARTICLE 35 - LAYOFFS & BUMPING RIGHTS - CONTINUED

35.2 When faced with a layoff, a Meat Manager shall bump a less senior Meat Manager at a store of their choice. In the event that no such position exists, Meat Managers shall exercise their full time classification seniority by bumping a less senior First Cutter working at a store of their choice. In the event that no such position exists, Meat Managers shall exercise their full time classification seniority by bumping a less senior Journeyman Cutter working at a store of their choice. In the event that no such position exists, Meat Managers may bump the least senior full time Clerk working at a store of their choice, provided that the least senior full time Clerk has less full time seniority

35.3 When faced with a layoff, a First Cutter shall bump a less senior First Cutter at a store of their choice. In the event that no such position exists, First Cutters shall exercise their classification seniority by bumping a less senior Journeyman Cutter working at a store of their choice. In the event that no such position exists, First Cutters may bump the least senior full time Clerk working at a store of their choice, provided that the least senior full time Clerk has less full time seniority.

35.4 When faced with a layoff, a Journeyman Cutter shall bump a less senior Journeyman Cutter at a store of their choice. In the event that no such position exists, Journeyman Cutters may bump the least senior full time Clerk working at a store of their choice, provided that the least senior full time Clerk has less full time seniority.

35.5 When faced with a layoff, full time Clerks shall exercise their full time seniority by bumping the least senior full time Clerk working at a store of their choice, provided that the least senior full time Clerk has less seniority. In the event that no such position exists, affected full time Clerks shall exercise their part time seniority over the least senior part time Clerk or part time Janitor working at a store of their choice, provided that the least senior part time Clerk or part time Janitor has less seniority.

35.6 When faced with a layoff, full time Janitors shall exercise their full time seniority by bumping the least senior full time Janitor working at a store of their choice, provided that the least senior full time Janitor has less seniority. In the event that no such position exists, affected full time Janitors shall exercise their part time seniority over the least senior part time Clerk or part time Janitor working at a store of their choice, provided that the least senior part time Clerk or part time Janitor has less seniority.

35.7 When faced with a layoff, part time Clerks or part time Janitors shall exercise their part time seniority by bumping the least senior part time Clerk or part time Janitor working at a store of their choice, provided that the least senior part time Clerk or part time Janitor has less seniority.

ARTICLE 35 - LAYOFFS & BUMPING RIGHTS - CONTINUED

Unanticipated scenarios with respect to layoffs and bumps shall be carried out consistent with the spirit and intent of the above procedures described in Articles 35.1 through 35.7.

35.8 Full time employees faced with a layoff shall not be required to bump more than twenty (20) miles from their store. Such employees shall be deemed to have been involuntarily reduced to part time or shall be entitled to a layoff.

35.9 All employees classified as full time prior to June 2nd 1996 who are involuntarily reduced to part time shall retain their full time hourly rate of pay. All employees classified as full time on or after June 2nd 1996 who are involuntarily reduced to part time shall retain the hourly rate they received prior to the reduction for a period of thirteen (13) weeks provided they have at least one (1) year of continuous full time service at that time.

35.10 Following a layoff, a reduction from full time to part time, or where full time employees are traveling in excess of twenty (20) miles to maintain their full time status, employees shall be recalled by seniority before any full time position is posted.

(a) If any employee is called back to work after a layoff and does not report within one (1) week, or if a full time employee is laid off continuously for a period of one (1) year, seniority shall be broken.

(b) Part time seniority shall be broken if an employee has been on continuous layoff for a period of six (6) months or longer.

(c) Employees may refuse a recall if such recall necessitates travel of twenty (20) miles or more from the store at which the layoff occurred.

35.11 Full time Meat Cutters and Meat Apprentices, temporarily assigned to duties with lower rates of pay, will not be reduced in pay rate while performing such lower rated jobs

ARTICLE 36

PROMOTIONS

36.1 All full time job openings shall be posted on a company wide basis and shall include the location of the job opening.

36.2 Full time postings will expire seven (7) days after the position was posted. On the seventh day, postings will expire at 12:00 A.M.

36.3 A promotion into a non-classified position shall be based on seniority.

36.4 All Classified and Department Management positions will be awarded on the basis of skill and ability. The Store Manager or District Manager will interview all candidates for such positions. Moreover, prior work history and performance will be evaluated. "Fitness" for the position shall be determined by these two evaluations. Should it be decided that multiple candidates are equally "fit", seniority will become the deciding factor for the selection.

36.5 There shall be a trial period for classified positions of up to three (3) months before a promotion is deemed permanent.

ARTICLE 37

SHOP STEWARD

37.1 A store Union Steward shall be the last employee to be laid off or reduced in hours on departmental basis. A store Union Steward shall not be transferred between shifts (day or night) involuntarily.

37.2 There shall be at least one (1) Union Steward in each store of the Company.

37.3 One (1) additional paid personal day will be allowed per calendar year for the purpose of attending Stewards' Conferences.

37.4 The transfer of Union Stewards is hereby prohibited, excepting where such transfer of Union Stewards is for the purpose of promotion, and further, by mutual agreement between the Company and Union, provided any of the foregoing will be dependent upon the Union periodically providing the Company with a list of stewards.

37.5 The Company will be required to ask the employee if they desire the Shop Steward, or in the absence of the Shop Steward, a Co-Steward to be present during disciplinary meetings. Where a steward is not available, the employee shall be given the right to request the presence of another employee as a witness or for assistance provided that such employee is on the premises at the time of the request.

37.6 New employees will be referred to the Shop Steward as part of new employee orientation.

ARTICLE 38

SHORTAGES

38.1 No employee shall be required to pay for any cash shortages. Where any employee is charged with a shortage, they shall be entitled to a Hearing in the presence of the Union Representative of the Local Union and a Store Manager or District Manager. In the event a shortage is found to exist, the Company will take into consideration the employee's past work record before any disciplinary action is taken.

38.2 In the event of an alleged cash shortage, the Union may examine cash register tapes pertaining to the individual who is short, for the purpose of checking the figures.

ARTICLE 39

UNION PRINCIPLES

It shall not be cause for discharge or disciplinary action for any employee acting individually to refuse to cross an authorized picket line established by a recognized and bonafide labor organization, but the Union shall in no manner, directly or indirectly induce or encourage such refusal.

ARTICLE 40

FUNERAL LEAVE

40.1 In the event of death in the immediate family, a full time or part time employee will be allowed as leave, the three (3) days immediately following the death, with straight time pay for any of the three (3) days which are scheduled working days. If the funeral is held on the fourth (4th) day following the death, a full time or part time employee will also be paid for the fourth (4th) day, provided that day is one of the employee's scheduled working days, and further provided the employee attends the funeral. Members of the immediate family are defined as: father, mother, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchildren, step-parents or any in-law or relative living with the employee.

40.2 Employees will receive one (1) day with pay to attend the funeral of a grandparent of a spouse

40.3 Part time employees will receive pay for only scheduled hours for the three (3) days immediately following the death or if the funeral is the fourth (4th) day.

40.4 An employee shall be entitled to use one of their funeral leave days for the purpose of attending spring interment.

ARTICLE 40 - FUNERAL LEAVE

40.5 In the event a death in the immediate family as specified above occurs during an employee's vacation, the employee will be credited with one (1) additional paid vacation day for attendance of funeral.

ARTICLE 41

JURY DUTY

The Employer shall grant to full time employees who are required to serve on Local Jury Service, the difference between the employee's regular straight time weekly earnings, including regular shift premium, if any, and any jury fee paid to the employee provided they make themselves available for work within their regular work schedule when not occupied with Jury Duty. Time spent on Jury Duty shall be considered as time worked for all purposes in this Agreement. Saturday will be the scheduled day off for employees serving on Jury Duty. The Company shall pay an employee their straight time rate for all time lost where the employee has been subpoenaed to testify about a work-related occurrence.

ARTICLE 42

UNION SHOP IDENTIFICATION

The Union Shop Logo is the property of the United Food and Commercial Workers District Union Local One, AFL-CIO & CLC and is loaned to the Employer for display who signs and abides by this Agreement. The Employer agrees at all times to display it in a conspicuous place. The Union Shop Logo can be removed from any business establishment of the Employer's by the Union Representative of District Union Local One for a violation of this Agreement. The Union Logo will be placed in a standardized location in all stores.

ARTICLE 43

JOB SECURITY

43.1 All full time employees on the Company payroll covered by this Agreement on January 1, 1989 will be guaranteed a forty (40) hour workweek within the Company for the duration of this Agreement.

43.2 Such job guarantee will be applicable to names, not to number of full time employees.

43.3 Employees hired or advanced to full time status after January 1, 1989, will not be covered under the guaranteed workweek except those replacing voluntary quits or discharges on a full time basis.

ARTICLE 43 - JOB SECURITY - CONTINUED

43.4 Replacement for an employee who is discharged or quits will be made from full or part time employees. Replacements will be drawn from qualified workers in order of seniority within classification.

43.5 Where company operating efficiency dictates, management can, where hours are not available within a classification, transfer on a seniority basis within the geographical area or to a store in an adjacent area no further distant in order to maintain the guaranteed work week for those covered full time employees.

43.6 When the Company permanently closes a store or stores, the number of secure full time jobs will be adjusted downward by the number of full time positions in the store or stores as of the date of closing, provided there is no new replacement store.

43.7 If an employee with job guarantee refuses to transfer to a job within the area or adjacent area (if no further distant) in order to maintain the guaranteed workweek, such member will be reduced to part time and the lowest part time employee in seniority will be laid off. Those so transferred will be returned to their home store when hours in their classification are available.

43.8 Job replacements need not be made in the event of death, normal or early retirement, and disability of those with guaranteed jobs.

43.9 These job security provisions will be waived by the Union in the event of strikes against the Company and "Acts of God"; i.e. fire, flood and storm.

43.10 All full time employees covered by Job Security can in no event be reduced to part time status unless the Employer first lays off all part time employees including Customer Service Clerks covered by this Agreement.

43.11 Prior to any part time employee being returned to work, all full time employees covered by Job Security who were reduced to part time must first be reinstated to full time status.

43.12 Paragraphs 43.10 and 43.11 shall not be applicable if an employee covered by Job Security refuses transfers in accordance with Job Security provisions in order to maintain the employee's full time status.

ARTICLE 44

HEALTH CARE FUND

44.1 The health care provisions of Article 42 of the prior labor agreement shall remain in effect until 6/30/05. Effective 7/1/05, the Employer shall pay monthly, within fifteen (15) days after the last day of the last payroll period each month, to the UFCW District Union Local One Health Care Fund, the following sums per employee per month:

	<u>7/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
<u>FULL-TIME EMPLOYEES:</u>				
Family coverage:	\$500.00	\$550.00	\$605.00	\$666.00
<u>PART TIME EMPLOYEES:</u>				
Individual coverage:	\$290.00	\$319.00	\$351.00	\$386.00
Wrap coverage:	\$55.00	\$61.00	\$67.00	\$74.00

44.2 Contributions shall be made for all employees who have been paid and are entitled to payments for the performance of duties at any time during the month. The contribution rate shall be determined by the employee's full-time or part-time status as of the first pay period of such employee during the month. In case of employees who have been laid off and who are re-employed, the contribution rate shall be determined by the employee's full-time or part-time status when re-employed.

44.3 Contributions on behalf of all full time employees shall be made at the Family coverage rate and shall commence on the first day of the month following completion of thirty (30) days of employment with the Employer. In the event the Employer hires a full-time employee who has been employed by any participating Employer within one (1) year prior to the date of hiring, then, in such event, contributions shall commence on the first day of the month following completion of such period of employment with the Employer which, together with the employee's prior cumulative full-time service with any participating Employer, shall aggregate thirty (30) days.

44.4 Contributions for Wrap coverage for all part-time employees shall commence on the first of the month following completion of six (6) months employment with the Employer. In the event the Employer hires a part-time employee who has been employed by any participating Employer within one (1) year prior to the date of hiring, contributions shall commence on the first day of the month following the completion of such period of employment with the Employer which, together with the employee's prior service (whether full or part-time), with any participating Employer, shall aggregate six (6) months.

44.5 Contributions for Individual coverage shall continue to be made on behalf of all part time employees where such contributions were being made prior to 10/01/01.

ARTICLE 44 - HEALTH CARE FUND – CONTINUED

44.6 Contributions for Individual coverage shall be made on behalf of part time employees with at least eighteen (18) months service if no major medical and/or hospitalization is provided to them from any other source. Contributions shall commence the first of the month following the date on which, a valid application for such coverage is received by the Employer. In the event the Employer hires a part-time employee who has been employed by any participating Employer within one (1) year prior to the date of hiring, eligibility for Individual coverage shall commence on the first day of the month following the completion of such period of employment with the Employer which, together with the employee's prior service (whether full or part-time), with any participating Employer, shall aggregate eighteen (18) months.

44.7 If an employee who has previously qualified to have contributions made on their behalf is absent from work due to illness, injury, the Employer shall continue contributions to the United Food and Commercial Workers Local One Health Care Fund for the first six (6) months of absence in any twelve (12) month period.

44.8 The Employer hereby agrees to be bound by the terms and provisions of the Amended and Restated Agreement and Declaration of Trust (as amended from time to time) which governs the operation of the Fund and hereby agrees to accept the Employer Trustees of the Fund who have been selected, as provided therein, as its representatives in the joint administration of the Fund. The Fund shall at all times have and maintain United States Treasury Department approval, otherwise the Employer shall not be obligated to make contributions thereto.

44.9 The Employer hereby acknowledges the provisions of the Trust Agreement dealing with the authority of the Trustees to compel and enforce the payment of contributions required hereunder. The Trustees, their designated representatives, shall have the right to inspect payroll records, time records and such other records maintained by the Employer in the normal course of business as the Trustees believe pertain to the Fund. The Employer shall make available such records during reasonable business hours upon receipt of notice from the Trustees that they intend to conduct an audit or examination of such records for the purpose of verifying payments due to the Fund and ensure compliance by the Employer with its obligation to make contributions pursuant to the terms of this Agreement, the Agreement and Declaration of Trust and applicable law.

44.10 Said Fund shall have its principal office in the City of Utica and shall be administered by a Board of Trustees consisting of an equal number of Union and Employer Trustees selected in accordance with said Amended and Restated Agreement and Declaration of Trust. The principal and income of the Fund shall be used for the sole purpose of providing for the employees of the Employers contributing thereto, their families and dependents, with health care benefits, and for any and all other purposes which may be permitted pursuant to Section 302 (c) (5) of the Labor Management Relations Act of 1947, and the payment of all expenses including the administration and maintenance of the Fund.

ARTICLE 44 - HEALTH CARE FUND - CONTINUED

44.11 The rules of eligibility for coverage, waiting periods for coverage and the benefits to be provided to employees and/or their dependents shall be as provided in the plan of benefits of the Fund. The provisions contained in this Article regarding the dates for the payment of contributions to the Fund shall not bear upon the date when coverage commences.

44.12 The Employer agrees to provide payroll deductions for part-time employees purchasing dependent coverage. These deductions will be due fifteen (15) days after the last day of the last payroll period each month.

ARTICLE 45

SICK PAY

45.1 The purpose of this benefit is to provide weekly payments to employees in the event they are unable to work as a result of a non-job-related bodily injury or sickness occurring while employed at no cost to them. Maternity Disability shall be treated the same as any other Disability.

45.2 Effective Dates of Coverage:

Full time employees are covered on the first (1st) day of employment.

Part time employees are covered on the twenty-fifth (25th) day of employment.

45.3 Full Time Employees and Part Time Employees:

All full time employees shall be covered for benefits under Plan 1 or Plan 2. A full time employee is an employee who is regularly scheduled to be employed over thirty (30) hours per week. A full time employee shall not lose their status as such by reason of being placed on a part time basis unless and until such part time employment shall continue for three (3) consecutive months.

Notwithstanding any other provision of this Agreement to the contrary, for the purpose of this Article 45, Sick Pay, part time employees shall be defined as deemed to have been promoted to a full time employee upon having completed six (6) weeks of full time employment except as modified by Article 24 Temporary Full Time Work.

A part time employee hired before July 1, 1992 and who was covered by the Sick Pay plan in the previous collective bargaining agreement shall be eligible for coverage under Plan 2. A part time employee hired after July 1, 1992 or who, if hired prior thereto, was not eligible for coverage under the Sick Pay plan shall be covered under applicable state statutory disability benefits at no cost to the employee. A part time employee is an employee who is regularly scheduled to be employed thirty (30) hours or less per week.

ARTICLE 45 - SICK PAY - CONTINUED

45.4 Who Are Employees:

The term "employee" applies to employees as defined under Section 201 of the New York Disability Benefits Law regardless of their State of residence provided they are covered under the plan.

45.5 Benefits Amounts:

The amount of weekly benefit as well as the number of weeks for which such benefits will be paid during any one (1) period of disability shall be determined as follows:

Full time employees with at least three (3) months full time service will receive the benefits described in Plan 1, below, subject to a \$250 weekly maximum.

Full time employees with less than three (3) months full time service and part time employees with at least twenty-five (25) days service will receive the benefits described in Plan 2, subject to a \$170 weekly maximum.

"Full pay" for full time employees shall be the average weekly wage for the forty (40) hour week immediately preceding an injury or illness covered by this plan.

"Full pay" for part time employees shall be the average weekly wage for the eight (8) week period immediately preceding an injury or the onset of an illness covered by this plan.

45.6 Benefits For Work Related Disabilities:

If your disability is job-related you may be entitled to additional benefits. You are entitled to receive the amounts payable under this Plan or Workers Compensation payments, whichever is greater. This Disability Plan will only pay benefits if the amount received while on Workers Compensation is less than what would be received if the employee was only entitled to receive Sick Pay benefits under this Plan.

ARTICLE 45 - SICK PAY - CONTINUED

45.7 Plan 1:

Full time employees with at least three (3) months of service.

<u>If your length of service is</u>	<u>You will receive 85% of your full pay for</u>	<u>Then 66 2/3% of your full pay for</u>	<u>Then 50% of your full pay for</u>	<u>Total weekly payments</u>
3 months but less than 1 year	2 weeks	0 weeks	24 weeks	26 weeks
1 year but less than 2 years	3 weeks	0 weeks	23 weeks	26 weeks
2 years but less than 5 years	5 weeks	1 week	20 weeks	26 weeks
5 years but less than 10 years	7 weeks	2 weeks	17 weeks	26 weeks
10 years or more	10 weeks	3 weeks	13 weeks	26 weeks

The parties will attempt to obtain a short-term and long-term disability program for full time and part time employees, and the Company will make available payroll deductions for that purpose.

Benefits are payable from the first (1st) day of an accident or the fourth (4th) consecutive day of illness except that the first three (3) sick days will be paid if the illness exceeds twenty-eight (28) days.

45.8 Plan 2:

Full time employees with less than three (3) months of service and part time employees with at least twenty-five (25) days service, will receive 60% of "full pay" for up to twenty-six (26) weeks for any one period of disability within any fifty-two (52) week consecutive period, subject to the following limits.

Benefits are payable from the first (1st) day of an accident or the fourth (4th) consecutive day of an illness. Payments shall not exceed one hundred seventy dollars (\$170) per week nor fall below twenty dollars (\$20) per week, except that when an employee's average weekly wage is less than twenty dollars (\$20), the benefit shall equal their average weekly wage.

ARTICLE 45 - SICK PAY - CONTINUED

45.9 Provisions Applicable To All Plans:

(a) The weekly benefit otherwise payable will be reduced by payments received for that period of disability:

1) Under the Federal Social Security Act by reason of the disability extending beyond twenty-one (21) consecutive weeks or by reason of retirement. The amount reduced will be based on the tables in force under the law on the day the first Accident and Sickness benefit becomes payable during a period of disability, and it will be assumed that under Social Security you are entitled to the largest maximum family benefit, until you establish otherwise.

2) Under 'no fault' motor vehicle coverage with respect to earnings lost by reason of disability, but not including any such benefits payable under optional motor vehicle coverage.

(b) Successive periods of disability will be treated as one period of disability, unless:

1) Between periods of disability due to different and unrelated causes the employee returns to work, or

2) Between periods of disability due to the same or related causes the employee returns to work for at least two (2) consecutive weeks.

If benefits are payable for a period of disability which is less than a week, the weekly rate will be reduced proportionately.

45.10 Exclusions:

Benefits shall not be paid under this plan for disabilities:

1) For which the employee is not under the care of an authorized physician (Medical Doctor, M.D.; Osteopath D.O.; Podiatrist or Chiropractor), or

2) Due to intentionally self-inflicted injury.

45.11 Termination of Coverage

Benefit coverage for an employee in New York State shall cease at the end of four (4) consecutive weeks of unemployment or on the date of reemployment by another employer, whichever occurs first. If a disability occurs during such a period of unemployment, a New York employee should complete form DB-450 and return it to the employer.

ARTICLE 45 - SICK PAY - CONTINUED

If a New York employee incurs a disability after four (4) consecutive weeks of unemployment, the employee should complete form DE-300 (obtainable from the nearest office of the Worker's Compensation Board) and return it to the Worker's Compensation Board.

Benefit coverage for a non-New York employee ceases when the employee terminates active employment with the employer.

45.12 The benefits described in this Article 45 have been approved and are believed to be in compliance with The New York State Disability Law and are subject to all other provisions and regulations in that law as it now exists or as it may be amended hereafter.

ARTICLE 46

PENSION FUND

46.1 The Employer shall pay monthly within fifteen (15) days after the last day of the last payroll period each month, to the UFCW District Union Local One Pension Fund, the following:

FULL-TIME EMPLOYEES:

<u>Contributions from 5/1/05-12/31/05:</u>	<u>New Contributions:</u>		
	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
\$105.00/month	\$115.50	\$127.05	\$139.76
\$126.00/month	\$138.60	\$152.46	\$167.71
\$140.00/month	\$154.00	\$169.40	\$186.34

PART-TIME EMPLOYEES:

<u>5/1/05 - 12/31/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
\$15.00	\$16.50	\$18.15	\$19.97

46.2 Contributions shall be made for all full time employees who have been paid or are entitled to payment for the performance of duties at any time during the month. The contribution rate shall be determined by the employee's full time or part time status as of the first pay period of such employee during the month. In case of employees who have been laid off and who are reemployed, the contribution rate shall be determined by the employee's full time or part time status when reemployed.

ARTICLE 46 – PENSION FUND – CONTINUED

46.3 Contributions on behalf of all full time employees shall commence on the first day of the month following the completion of thirty (30) days of employment with the Employer. In the event the Employer hires a full time employee who has been employed by another Participating Employer within one (1) year prior to the date of hiring, then in such event, contributions shall commence on the first day of the month following the completion of such period of employment with the Employer which, together with the employee's prior cumulative full time service with any Participating Employer, shall aggregate thirty (30) days.

46.4 Contributions on behalf of all part-time employees shall commence on the first day of the month following the latter of reaching age twenty-one (21) or the completion of the twelve (12) months of employment with the Employer. In the event the Employer hires a part-time employee who has been employed by any participating Employer within one (1) year prior to the date of hiring and who has also attained age twenty-one (21), then, in such event, contributions shall commence on the first day of the month following the completion of such period of employment with the Employer which, together with the employee's prior cumulative full-time service with any participating Employer, shall aggregate twelve (12) months.

46.5 If an employee who has previously qualified to have contributions made in their behalf is absent from work due to illness or injury, the Employer shall continue contributions for the first six (6) months of absence in any twelve (12) month period.

46.6 The Employer hereby agrees to be bound by the terms and provisions of the Amended and Restated Agreement and Declaration of Trust (as amended from time-to-time) which governs the operation of the Fund and hereby agrees to accept the Employer Trustees of the Fund who have been selected, as provided therein, as its representatives in the joint administration of the Fund. The Fund shall at all times have and maintain United States Treasury Department approval, otherwise the Employer shall not be obligated to make contributions thereto.

46.7 Said Fund shall have its principal office in the City of Utica and shall be administered by a Board of Trustees consisting of an equal number of Union and Employer Trustees selected in accordance with said Amended and Restated Agreement and Declaration of Trust.

46.8 The principal and income of the Fund shall be used for the sole purpose of providing for the employees of the Employers contributing thereto and their beneficiaries, with retirement benefits and for any and all other purposes which may be permitted pursuant to Section 302 (c) (5) of the Labor Management Relations Act of 1947, and the payment of all expenses, including the administration and maintenance of the Fund.

ARTICLE 47

SAFETY AND HEALTH

47.1 The Company agrees that it has the sole responsibility to provide a safe workplace and to correct safety hazards and that nothing in this Agreement shall imply that the Union has undertaken or assumed any portion of that responsibility. The Company further agrees that it will indemnify and hold the union harmless from any claims asserting that the union failed to provide a safe workplace.

47.2 The Company will participate with the Union on a Joint Labor/Management Retail Food Industry Safety and Health Committee. The Committee shall consist of equal representatives from the Union and the Industry, subject to replacement under such circumstances and conditions as each party may determine. The Retail Food Industry Safety and Health Committee shall meet regularly, but not less than quarterly after work hours.

47.3 The Safety and Health Director, or his assistant, shall have the right to visit any of the Company's places of business in order to ensure a safe work environment.

47.4 The Company shall notify the Union promptly of the occurrence of any accident that results in the serious injury to an employee and allow the Union to investigate the accident immediately.

47.5 The Union may designate one employee per store to act as a Health and Safety Representative. The Safety and Health Representative will receive one additional paid personal day to attend a Union sponsored Safety and Health Conference.

47.6 Safety and Health concerns will be handled in the following manner:

STEP 1: The Safety and Health Representative will bring all safety problems to the attention of the store manager. If the problem is not taken care of in a reasonable period of time;

STEP 2: The Health and Safety Director of the Union and the Company shall meet as soon as possible. If the problem is not taken care of in a reasonable period of time;

STEP 3: The Company and the Union will submit the dispute to the President of the Union and Vice President of Labor Relations and they will jointly resolve the dispute.

ARTICLE 48

LEAVES OF ABSENCE

48.1 Full time employees may, upon written application, be granted a leave of absence, without pay, not to exceed ninety (90) days. Part time employees will be granted leaves of absence based on same rules and provisions governing full time employees above upon thirty (30) day written request. The application must be requested in writing sent or submitted to the Vice President/Director Employee Relations and may be granted in writing only by the Vice President or Director of Employee Relations.

48.2 The Company agrees to comply with the terms of the Family Medical Leave Act of 1993 in the administration of the Collective Bargaining Agreement, and no benefits or terms of the Agreement will be reduced by complying with the terms of the Family Medical Leave Act.

48.3 The Employer shall give the employee and the Union a copy of any leave of absence granted.

ARTICLE 49

LIE DETECTOR- INTERROGATION

Employees shall not be compelled to take lie detector tests under any circumstances without prior approval of the Union and employee affected. Should employees voluntarily submit to such test, they must have a witness present, preferably the Union Steward or Union Representative. The refusal of the Union or the employee affected to submit to any such examination shall not be cause for discipline or discharge of any employee.

ARTICLE 50

GRIEVANCES & ARBITRATION

50.1 In the event any differences arise between the Employer and the Union, or any of the employees of the Employer, as to the meaning and application of or compliance with the provisions of the Agreement, or should any grievance or dispute arise between the Employer and the Union, or the employees of the Employer, such differences shall be settled in the following manner:

50.2 The Grievance or dispute shall be reduced to writing within thirty (30) days after it arises or within thirty (30) days after the employee, the Union or the Employer become aware of such dispute or grievance. To be considered, grievances must be raised within said thirty (30) day period. The aggrieved party shall serve a copy thereof upon the other party to this agreement.

First: The Shop Steward, and the Store Manager shall meet and confer as promptly as possible. If not settled satisfactorily:

Second: The Shop Steward, Union Representative of the Union and the District Manager shall meet and confer as promptly as possible. If not satisfactorily settled:

Third: The grievance may be presented to the President of the Union and the designated Labor-Relations Representative of the Employer. If not satisfactorily settled:

Fourth: The matter shall be referred by the aggrieved party to the New York State Employment Relations Board for arbitration, as mutually agreed, together with a request that the Board submit to the Union and the Employer a preferred panel of arbitrators from which the parties shall select an arbitrator to hear and determine the matter in accordance with the rules and regulations of the Board. In the event that an acceptable arbitrator has not been chosen after the submission to the parties by the Board of two (2) panels, then in that event either of the parties may request that the Chairman of the New York State Employment Relations Board designate an arbitrator to hear and determine the matter in issue. The parties may mutually agree at any time that a permanent Staff Member of the Board shall hear and determine the matter in dispute.

50.3 The arbitrator so selected shall have no authority to add to subtract from, change or modify any provision of this Agreement, but shall interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance, controversy or dispute in question. The decision of the arbitrator shall be rendered without undue delay and shall be final and binding upon both parties. The expense of the arbitrator shall be shared equally by the parties hereto.

50.4 Any employee who shall be requested to testify before hearings with regard to arbitration, mediation or the settlement of a dispute or grievance and whose testimony is necessary and material shall not suffer any loss of wages by reason thereof. Records of the Employer, kept in normal course of business are to be made available to the Union, if necessary, for the settlement of a grievance or dispute.

ARTICLE 51

NO STRIKE OR LOCKOUT

51.1 During the term of this agreement, there shall be no strike, lockout or stoppage of work unless either party fails to comply with the decision of an arbitrator. In any event, there shall be no strike, lockout or work stoppage of any kind until the other party has given seven (7) days written notice that it intends to engage in such a strike, lockout or work stoppage.

51.2 Employees may participate in any and all Union activities, strikes and boycotts, which may be permitted by existing legislation or court decisions. However, it is agreed that no employees shall refuse to cross a picket line unless such picketing activity has been duly sanctioned by the Central Labor Union or Council of the area and until the Employer has been officially notified in writing by the Union.

51.3 The Union, its officers, representatives and agents, shall not be held liable in the event that any of the provisions herein and activities resulting from the application of this Agreement shall be found to be inconsistent with existing legislation and as a result thereof, the Employer sustained any loss or damage.

ARTICLE 52

NEW MARKETING AREA PROVISIONS

New Marketing Area Provisions: The Company and Union agree to discuss and negotiate provisions when the Company moves into a new marketing area. This will be done on an area or individual store basis.

ARTICLE 53

WAGES

GENERAL WAGE INCREASE

53.1 All full time and part time employees whose rate of pay equals or exceeds the top rate called for in their respective pay scale or progression, shall receive the following general hourly wage increase:

<u>1/1/06</u>	<u>6/3/07</u>	<u>1/6/08</u>
20¢	20¢	20¢

53.2 CLASSIFIED AND DEPARTMENT HEAD RATES

	<u>1/1/06</u>	<u>6/3/07</u>	<u>1/6/08</u>
Grocery Manager	\$17.795	\$17.995	\$18.195
Produce Manager *	17.445	17.645	17.845
Head Cashier	16.995	17.195	17.395
Asst. Head Cashier	16.695	16.895	17.095
Meat Manager	18.095	18.295	18.495
Deli Manager *	16.665	16.865	17.065
Bakery Manager *	15.965	16.165	16.365
First Cutter	17.225	17.425	17.625
Journeyman	17.065	17.265	17.465

*(hired or promoted to classification prior to 12/27/92)

Effective January 1, 2006, Produce Managers, Deli Managers and Bakery Managers hired or promoted to such position on or after 12/27/92 will slot into one of the following progression scales at a rate of pay that is one step above their current rate of pay and will continue to progress through the scale as indicated. In the event the initial "slot in" on 1/1/06 provides a wage increase of less than twenty cents (20¢) per hour, such individual will receive the General increase and will "slot in" to the next higher rate one year later.

BAKERY MANAGER

	<u>1/1/06</u>
Start	\$12.75
After one (1) year	13.65
After two (2) years	14.03
After three (3) years	15.765

ARTICLE 53 – WAGES – CONTINUED

DELI MANAGER

	<u>1/1/06</u>
Start	\$12.75
After one (1) year	13.65
After two (2) years	14.03
After three (3) years	15.94
After four (4) years	16.465

PRODUCE MANAGER

	<u>1/1/06</u>
Start	\$12.90
After one (1) year	13.70
After two (2) years	14.85
After three (3) years	15.53
After four (4) years	16.22
After five (5) years	17.245

53.3 APPRENTICE MEAT CUTTER

Part time and Full time hired after June 2, 1996:

0 -999 hrs.	\$8.00
1000 - 1999 hrs.	9.00
2000 - 2999 hrs.	10.00
3000 - 3999 hrs.	11.00

	<u>Completed Apprentice Program</u>	<u>New Hire Journeyman</u>
1st year	80% of Journeyman Rate	90% of Journeyman Rate
2nd year	90% of Journeyman Rate	Journeyman Rate
3rd year	Journeyman Rate	

53.4 FULL TIME CLERKS HIRED OR RECLASSIFIED BEFORE 5/23/83:

<u>1/1/06</u>	<u>6/3/07</u>	<u>1/6/08</u>
\$15.415	\$15.615	\$15.815

ARTICLE 53 – WAGES – CONTINUED

53.5 FULL TIME CLERKS HIRED OR CLASSIFIED ON/OR AFTER 5/23/83:

<u>1/1/06</u>	<u>6/3/07</u>	<u>1/6/08</u>
\$14.635	\$14.835	\$15.035

53.6 FULL TIME CLERKS AND PORTERS HIRED OR PROMOTED AFTER JULY 2, 2001:

	<u>5/26/05</u>	<u>1/1/07</u>
Start	\$7.00	\$7.15
After six (6) months	7.30	7.50
After twelve (12) months	7.80	8.00
After eighteen (18) months	8.30	8.50
After twenty-four (24) months	8.80	9.00
After thirty (30) month	9.30	9.50
After thirty-six (36) months	9.90	10.10

53.7 NIGHT CREW

Night Crew Leaders hired or reclassified prior to 5/23/83.

<u>1/1/06</u>	<u>6/3/07</u>	<u>1/6/08</u>
\$16.165	\$16.365	\$16.565

Night Crew Leaders hired or reclassified after 5/23/83.

<u>1/1/06</u>	<u>6/3/07</u>	<u>1/6/08</u>
\$15.435	\$15.635	\$15.835

53.8 PORTERS

Full Time Porters hired or reclassified before 5/23/83.

<u>1/1/06</u>	<u>6/3/07</u>	<u>1/6/08</u>
\$12.075	\$12.275	\$12.475

53.9 PART TIME

(a) Deli, Bakery, Cashiers, Stockers and part time employees hired or reclassified before 05/28/83:

<u>1/1/06</u>	<u>6/3/07</u>	<u>1/6/08</u>
\$10.25	\$10.45	\$10.65

ARTICLE 53 – WAGES – CONTINUED

(b) Part Time Clerks, Cashiers/Stockers, Deli/Bakery, and Janitors hired on or after 5/28/83 but before 12/27/92.

<u>1/1/06</u>	<u>6/3/07</u>	<u>1/6/08</u>
\$9.39	\$9.59	\$9.79

(c) Part Time Clerks hired after 6/2/96:

	<u>Scale A</u>	<u>Scale B</u>	<u>Scale C</u>
First six (6) months	\$6.00	\$6.75	\$7.15
Next six (6) months	6.25	7.00	7.50
Next six (6) months	6.50	7.25	7.75
Next six (6) months	6.75	7.50	8.00
Next six (6) months	7.00	7.75	8.25
Next six (6) months	7.25	8.00	8.50
Next six (6) months	7.50	8.25	----
Next six (6) months	7.75	8.50	----
Next six (6) months	8.00	----	----
Next six (6) months	8.25	----	----
Next six (6) months	8.50	----	----

On 1/1/06 Part Time Clerks with hourly wage rates below \$6.75 will slot to the first step in Scale B and will continue to progress thereafter utilizing the 1/1/06 date for subsequent movement through the progression. Part Time Clerks with hourly wage rates of \$6.75 or more will continue to progress through Scale A utilizing their part time anniversary date.

On 1/1/07 Part Time Clerks with hourly wage rates below \$7.15 will slot to the first step in Scale C and will continue to progress thereafter utilizing the 1/1/07 date for subsequent movement through the progression. Part Time Clerks with hourly wage rates of \$7.15 or more will continue to progress through Scale A utilizing their part time anniversary date.

ARTICLE 54

TERM OF AGREEMENT

54.1 This Agreement shall become effective as of 12:01 A. M., May 26, 2005, and shall continue in effect until 11:59 P. M., May 31, 2008, when it shall expire.

54.2 In Witness Whereof, the Company has hereunto caused this instrument to be executed by its duly authorized officer and the Union, duly authorized by its members, has hereunto caused this instrument to be executed by its duly authorized officer or representative this _____ day of _____ 2005.

FOR THE COMPANY:

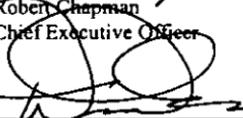
P&C FOOD MARKETS, INC.

FOR THE UNION:

UNITED FOOD AND COMMERCIAL
WORKERS, DISTRICT UNION LOCAL
ONE, AFL-CIO-CLC



Robert Chapman
Chief Executive Officer



Dave Watroba
Senior Manager Labor Relations



Frank C. DeRiso
President



Eric A. Glatthar
Secretary-Treasurer



Robert S. Bochlert
Director of Collective Bargaining

IMPORTANT NOTICE

******FACTS YOU SHOULD KNOW******

IT IS YOUR RESPONSIBILITY

#1 All members terminating employment or leaving the bargaining unit (i.e promotion to management) should immediately request a Withdrawal Card by calling 1-800-NYS-UFCW (ask for the bookkeeping department).

#2 Withdrawal Cards permit a member to return to the industry without the payment of a Reinstatement Fee.

#3 Withdrawal Cards are good for one continuous absence from the trade. Upon return to the industry, to be reinstated as an active member, you must deposit your original Withdrawal Card with the Local Union within 30days.

#4 Regardless of the number of terminations and/or layoffs, a new Withdrawal Card must be obtained in each instance except in the instance of college students working over holidays and/or breaks excluding summer break where a Withdrawal Card is required.

#5 Any member who will be absent from work for a calendar month or more due to illness or injury must obtain a Withdrawal Card.

#6 Failure to obtain a Withdrawal Card a member becomes suspended in accordance with Article #38, Section E & F of the UFCW International Constitution.

“Any member-two calendar months in arrears for dues and fees to the Local Union shall stand suspended; if same are not paid on or before the first day of the third month. After the expiration of such period, no Local Union shall accept dues without a Reinstatement Application and required fee. The responsibility for maintaining membership requests rest with the member; a suspension, therefore, when it occurs, is the voluntary act of the member.”



1-800-697-8329

web: www.ufcwone.org

e-mail: organize@ufcwone.org

