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Title: **Metro/Basics Supermarket, Inc. (Food-A-Rama) and United Food and Commercial Workers (UFCW), AFL-CIO, Local 27 (1997)**

K#: **6360**

Employer Name: **Metro/Basics Supermarket, Inc. (Food-A-Rama)**

Location: **MD Baltimore**

Union: **United Food and Commercial Workers (UFCW), AFL-CIO**

Local: **27**

SIC: **5411**

NAICS: **445110**

Sector: **P**

Number of Workers: **1600**

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K#6360

ees = 1,863

# **Collective Bargaining Agreement**



by & between  
**UFCW Local 27**  
and

**Metro/Basics/Food-A-Rama**

**June 1, 1997  
through June 1, 2002**

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*A Message  
from  
Local 27 President,  
Buddy Mays*

This contract is provided for you so that you can become familiar with the language and conditions it sets forth. Please take the time to read through it carefully.

It is extremely important for you to know what your rights are under this agreement. While it is your union's job to police the contract, it is up to you to let us know if any violations are occurring. Once notified, we will handle the problem from there.

This contract layout is different from anything we have had in previous years. The index in the back of the book should prove invaluable. It was designed to be easier for you to find the information you need throughout the contract without having to re-read it every time. Remember, Local 27 is here for you!

In Solidarity,

Buddy Mays  
President, UFCW Local 27

## ***Benefits of Membership***

Union members have advantages over non-union workers because they:

- ▶ earn more wages on average,
- ▶ have better benefits
- ▶ have a voice in the workplace
- ▶ a contract outlining working conditions
- ▶ have a grievance procedure that provides representation in the event of employer discipline
- ▶ have access to member discounts and events

When you are a member of a Union, you don't have to stand alone. The Union is there to help you and defend you, if necessary. A contract is a binding legal agreement that specifically outlines working conditions, wages, hours, benefits, scheduling, etc.

Local 27 also constantly strives to provide more and better service and "fringe benefits" to our members. These extra benefits include access to the Union Privilege program benefits, scholarships, discount tickets to amusement parks and events, etc. For more information on these "extras," contact Special Services at our main office: 410-337-2700 or 800-338-8329.

## ***Questions? Here's Who to Call***

### ***Benefit Questions***

As a Metro/Basics member, your health and welfare benefits are handled by Blue Cross/Blue Shield.

If you have questions on your **health and welfare benefits** (ie: eligibility, coverage, when it goes into effect, etc.) call Jane Mackey (410) 455-5400.

If you have questions on **sick pay, a problem with a participating service** (ie: optical, dental, prescription), a **problem with a bill being paid** or a **question on a claim**, call Jane Mackey (410) 455-5400.

Questions on **retirement procedures** or if you want an estimate of your **retirement entitlements**, call (410) 683-6500 or (800) 638-2972 and ask for the Pension Department.

## ***Workers' Compensation Questions***

For questions on **Workers' Compensation rights** or **how to file a claim**, call Kahn, Smith, & Collins, PA at 410-244-1010.

## ***Dues Questions***

If you have a question on **dues or initiation fees** deducted from your paycheck, call Local 27's main office (410-337-2700 or 800-338-8329) and ask for the **Dues Representative** for your company.

If you are **out sick or on workers' comp.** and you need to arrange for payment of your dues (it is not deducted from sick pay checks or workers comp. checks), call the **Dues Representative** for your company at the Local's main office.

If you are **leaving the company** you currently work for you can obtain a **Withdrawal Card** from the Union by calling the Local's **Dues Representative** for your company.

## ***Moving and Changing Your Name***

You must notify the **Dues Department** of any address or name changes in a timely fashion. You should also call **Blue Cross/Blue Shield**.

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## ***Contract & Servicing Questions***

Need to know your **seniority date**? You must call the company.

For questions on **contract language** or to **file a grievance**, call your local *Union office* and speak to your *Union Representative*. If your *Representative* is not in the office, speak to the *Representative on Duty* at the *Baltimore office* at 800-338-8329.

If you have been **terminated** or **suspended**, call the *Representative on Duty* at the *Baltimore office* at 800-338- 8329 if your *Representative* is not immediately available so that action may be taken right away.

If you need to **lodge a complaint about your Union Representative**, contact Anita Riley, *Director of Servicing*. She can be reached at the *Baltimore office*. If your *Representative* works out of the *Wilmington office*, contact Jim Ciberto, *Regional Director* at 302-338-2248 or 800-809-4303.

## ***Special Service Questions***

To purchase **Special Services tickets** or for more information on what is available, call 410-337-2700 or 800-338-8329.

## ***The Active Ballot Club (ABC)***

The **Active Ballot Club (ABC)** is the political arm of the UFCW. Created as a voluntary, non-partisan legislative organization, the ABC is composed of members who have joined together to exercise their full rights and responsibilities as citizens. What we win at the collective bargaining table can be taken away in Congress or in the General Assembly.

Electing pro-labor candidates takes money, and the ABC needs your help. The money collected by the ABC fund supports labor-friendly candidates - ones who support raising minimum wage, protecting OSHA standards, pass laws that protect jobs in our industries, etc. This is a separate, completely voluntary deduction and has nothing to do with your dues money or representation by Local 27. Please sign up for the ABC through payroll deductions today!

Becoming and remaining a member of the Active Ballot Club costs only \$1.00 a month - or you can make a one-time donation. Your small contribution, when combined with fellow UFCW members, makes a big difference. Take a step forward for yourself...join ABC.

## ***Contract Highlights: Language on the Most Asked Questions***

### ***Minimum Hours***

**Food Clerks, Service Clerks & Courtesy Clerks hired prior to 5/28/97:** 20 hours per week guaranteed with a 4 hour shift minimum.

**Courtesy Clerks and Service Clerks hired after 5/28/97:** 12 hours per week guaranteed.

**Food Clerks hired after 5/28/97:** 16 hours per week guaranteed.

*Note: The minimum number of hours does not apply to probationary employees, students, part time employees holding another job, or employees with restricted availability.*

### ***Vacation (Article 9)***

Full and part time employees are entitled to a paid vacation on or after each anniversary date of their employment with continuous service as follows:

- After 1 year: 1 week
- After 3 years: 2 weeks
- After 7 years: 3 weeks
- After 13 years: 4 weeks
- After 20 years: 5 weeks

***Funeral - see Art. 16***

### ***Personal Holidays (Article 10):***

Eligible employees shall receive paid personal holidays as follows:

- ▶ 1 day after 6 months continuous service
- ▶ 2 days per year after 1 years continuous service
- ▶ 3 days per year after 2 years continuous service
- ▶ 4 days per year after 3 years continuous service

### ***Breaks (Article 7, Section 3):***

- ▶ One fifteen (15) minute break for each 4 hour shift

***Raises - see index then look for your job title and the period in which your date of hire falls.***

### ***Probationary Period for New Hires: 90 Days***

### ***Benefit Coverage for New Hires (Art. 18):***

- ▶ Part time: 18 months - full benefits, except dependents
- ▶ Part time less than 20 hour/restricted - 24

months

- ▶ Full time: 9 months - complete coverage

***Dependent Coverage: for part time employees,***

*Hired on or before 5/28/97: after 21 months with co-pay.*

*Hired after 5/28/97:*

*After 24 months with a 30% co-pay.*

*Note: Option to all new hires to buy coverage after probationary period until eligible for benefits. These benefits begin the first of the month following the specified months of continuous service.*

***Holidays & Sundays (Art. 10)***

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

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

Time worked on such holidays shall be compensated for at the rate of time and one-half (1½) the employee's regular straight time rate of pay. Part time employees get holidays after 90 days.

### ***Sunday Work***

Hours worked on Sundays or holidays shall be in addition to the normally scheduled work week . The work week shall be Monday through Saturday for full and part timers.

Employees who work on Sunday, excluding those otherwise listed in the contract, will be compensated at time and one-half (1½) the employee's rate of straight time pay.

***See full text in Agreement for proper and complete language.***

***AGREEMENT***

***BETWEEN***

***METRO/BASICS/  
FOOD-A-RAMA***

***AND***

***UNITED FOOD AND  
COMMERCIAL  
WORKERS UNION,  
LOCAL 27***

***June 1, 1997 - June 1, 2002***

THIS AGREEMENT entered into this 1st day of June 1997 by and between the Metro/Basics Supermarket, Inc. (Food-A-Rama) hereinafter referred to as ("Employer" or "Company") and United Food and Commercial Workers Union, Local 27, AFL-CIO hereinafter referred to as ("Union").

## **Intent and Purpose**

The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to *promote efficiency and service*, and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment.

## **Article 1**

### **Successors and Assigns**

*Section 1.* This Agreement shall be binding on all signatories hereto, and their successors and assigns, whether such status is created by sale, lease, assignment or any other type of transfer or transaction. In consideration of the Union's execution of this Agreement, the Employer promises that its operations cov-

ered by this Agreement or any part thereof shall not be sold, conveyed or otherwise transferred or assigned to any successor without first securing the Agreement of the successor to assume the Employer's obligations to offer employment subject to the terms of this Agreement, to all the Employer's then current employees, recognizing their accrued seniority for all purposes. Provided, that the Employer shall not be a guarantor to be held liable for any breach by the successor or assignee of its obligations, and the Union will look exclusively to the successor or assignee for compliance with the terms of this Agreement.

**Section 2.** The foregoing shall be applicable in cases where the Employer sells or transfers more than twenty percent (20%) of the facilities covered under this Agreement, and shall not apply in cases of store closing thirty (30) days or more.

When the company opens its twenty-fifth (25th) store the percentage will decrease to ten percent (10%).

## **Article 2 - Management Authority**

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

## **Article 3 - Recognition**

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all of its employees (excluding Store Managers, and supervisory employees), covered by this Agreement coming under the jurisdiction of the United Food and Commercial Workers Union, Local 27. The Employer further agrees that if a new store or stores are opened within the jurisdiction of Local 27 this Agreement shall apply to such new store or stores.

**Section 2.** All work and services connected with, or incidental to the handling or selling of all merchandise offered for sale to the public in the Company's retail establishments covered by this Agreement, shall be performed only by employees of the Company within the unit referred to above for which the Union is recognized as the collective bargaining agency by the Company; provided that any persons with an ownership interest in any of the said establishments who have performed work and service of any kind in the past shall be permitted to continue to perform such work and service to the same extent.

**Section 3.** This Agreement shall not be construed as restricting a sales representative from inspecting any and all merchandise of his respective company for spoilage or replacement, nor shall it apply to initial special displays.

*Section 4.* The Employer shall notify the Union fifteen (15) days prior to a store closing. The Employer shall negotiate the effect on employees of the store scheduled to be closed.

### *Article 4 - Union Security*

*Section 1.* All employees shall, as a condition of employment, become and remain members of the Union on and after the thirty-first (31) day following the date of employment, or on and after the thirty-first (31) day following the effective date of this Agreement, whichever is the later.

For the purpose of this provision, membership in the Union shall mean that the employee either tenders the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership or pay those fees and dues necessary to permit the Union to serve as an exclusive representative of employees.

Dues shall be due and payable on or before the first day of the month for which they are due.

*Section 2.* Upon failure of any employee to become and remain a member of the Union within the period and under the conditions specified in Section 4.1 above, the Union shall notify the Employer in writing, of such failure and the Employer shall immediately, upon receipt of such notice, but not more than seven (7) days thereafter, discharge any such employee

as provided in the Labor Management Relations Act of 1947 as amended.

*Section 3.* The Employer may display in each store the Union Store Decal as furnished by the Union and agrees to surrender same upon demand of the Union.

*Section 4.* The Employer will notify the Union in writing, within thirty (30) days from the date of employment, reinstatement, or transfer into the bargaining unit of any employee, of the name of such employee, the home address, job classification, social security number and the date of employment.

*Section 5.* All employees newly hired or rehired after termination of their seniority shall be considered probationary employees for the first ninety (90) days of their employment. Seniority shall not accrue to the probationary employee until completion of his ninetieth (90th) day of employment at which time the probationary employee's seniority shall become established as of the date of his employment. During the said ninety (90) day probationary period, probationary employees shall be subject to layoff, recall, discipline, or termination of their employment at the discretion of the Employer without being subject to the grievance and arbitration procedure set forth in this Agreement.

## Article 5 - Seniority

**Section 1.** Seniority for the purpose of this Agreement shall be calculated by continuous service from the last date of employment (except otherwise provided). Company will establish one Seniority List for all part time and full time employees. However, when entering into another department that was formerly on a different seniority list, all past seniority will be maintained for layoff purposes; in addition, for claiming hours, seniority will be established as the date of your transfer. (Meat Manager, First Cutter, and Journeymen are excluded from the above paragraph.) Said list shall be furnished to the Union upon request. Seniority areas governing this Agreement are outlined in Exhibit B and Exhibit C attached hereto and made a part hereof. In connection with layoffs and store closings, seniority will first apply to store then seniority area, and last the jurisdiction of this agreement. Exhibit C applies to layoffs and store closings only while Exhibit B applies for all other purposes. Seniority shall prevail in the following instances in the manner as listed hereafter.

**Section 2.** The Employer agrees to give a week's notice or a week's pay in lieu of a week's notice to full time employees with six (6) months service and three (3) days notice or three (3) days pay to part time employees with twelve (12) months service who are laid off due to lack of work. All employees likewise shall give a week's notice prior to intended resigna-

tion. It is mutually agreed that after termination notice has been given by either party, no new request for sick benefits shall be granted.

A. For a reduction in the work force and recall purposes only, Meat Managers, First Cutter and Journeyman will be considered one classification. Company may reassign the Meat Manager to another store as a Meat Manager and reduce the excess Meat Manager to First Cutter/Journeymen in line with their seniority in case of store closing instead of taking a layoff (effective date of ratification).

**Section 3.** Employees laid off due to the store closing or reduction of employment shall be laid off by order of the most recent hired and shall be rehired in the reversed order of the layoff, with due consideration given job classification. Employees laid off and subsequently recalled within twelve (12) months will retain former seniority.

(1) Full time employees to be laid off shall have the option of part time employment, and shall be placed at the top of the part time seniority list, or may take a complete layoff. They shall have the right of recall on any full time opening, provided they can do the work. Full time employees reduced from full time to part time through no fault of their own will retain their Health and Welfare insurance coverage for a period of six (6) months even if they work fewer hours than specified herein.

(2) The Employer shall combine existing part time assignments on a seniority basis, unless such hours duplicate each other; provided that the requirement to combine such assignments is subject in each case to the Employer's operational needs and requirements.

--(3) All additional non-duplicated hours shall be offered to part time employees before any new hires.

*Section 4.* The Employer recognizes the principle of seniority as being one in which the movement of an employee from one job to another or from one location to another through promotion, demotion, lay-off, recall after layoff, or permanent transfer, shall be governed by the length of service of the employee, subject in each case to the ability of the senior employee involved to perform the work. No transfers shall be made without twenty-four (24) hours notice except in cases of emergency.

*Section 5.* Employees on leave of absence, sick leave, or maternity leave shall retain their former standing on all seniority lists for a maximum of one (1) year.

*Section 6. A.* The Employer agrees to advise the Union weekly of all increases, monthly of all terminations, and of all the dates of hire.

\* *B.* All permanent department head positions that become open will be posted in all stores for a pe-

riod of not less than one (1) week. Those employees interested in the position will indicate such interest by forwarding a letter to the Personnel Department.

\* **C.** The Company agrees to post a monthly list of all full time jobs filled.

\* **D.** Employees wishing to transfer to other stores may submit a written request to the Personnel Department. Such requests will be considered when openings occur.

**Section 7.** Part time employees desiring full time work and lower classified food employees desiring to upgrade in classification shall be given preference for such work in accordance with the following procedure.

**A.** Employees who have completed a minimum of six (6) months of service and who desire upgrading as described above shall notify the Employer in writing with a copy to the Union, during the periods March 1st to March 21st and September 1st to September 21st each year. Such letters shall remain valid for eighteen (18) months.

**B.** The first consideration for any such vacancies shall be given to employees with a current request in order of the employee's seniority with ability to do the work to be considered. However, full time Night Crew employees will be given priority con-

sideration for available full-time day vacancies within the Food Clerk classification.

**C.** Only requests for permanent classification change shall be valid and failure to be available thereafter for such work for a period of twenty-six (26) weeks after obtaining such status, except for reasons beyond the employee's control, shall bar the employee from future requests for a period of twelve (12) months.

**D.** Failure to accept an offer of such work in any of the Employer's stores within a seniority area shall result in removal of the employee's request for the balance of that six (6) month period, but it shall not bar the employee from future requests.

**E.** The Employer and the Union agree to exchange a list of part time employees requesting full time jobs during the months of October and April of each year. The list will contain the employee's name, social security number, store number, and date the letter was received by their respective offices.

**Section 8.** Part time employees who are promoted to full time shall receive credit towards full time service based on a conversion ratio of two (2) months part time work equal to one (1) month of full time work for the purpose of determining their wage, seniority and vacation eligibility. Part time employees who are assigned temporarily to full time shall

receive as their rate of pay, whichever is the greater, for such temporary assignment.

A. When a part time employee is scheduled and/or works more than thirty-five (35) hours per week for more than six (6) consecutive weeks and the work is not temporary (i.e., vacation and/or absence coverage), a full time position will be deemed to have been created. Such a full time position within the store and department where the work was performed will be filled in accordance with the bid list.

**Section 9.** The Employer has the right to discharge any employee for good cause, including but not limited to, dishonesty, intoxication during working hours, provided however, that no employee shall be discharged or discriminated against because of membership in the Union or for Union activities.

Any employee's seniority shall be terminated and his rights under this Agreement (including the right of employment) forfeited for any of the following reasons:

1. Discharge for cause or voluntary quit.
2. Failure to return to work or notify the Company of an acceptable excuse within forty-eight (48) hours after due notification of recall after lay-off. Due notification shall consist of registered mail to the employee's last known address.
3. Layoff in excess of twelve (12) consecutive months.

4. Absence because of illness or injury beyond the period permitted under Article 13, Leaves of Absence, in this Agreement.

### Article 6 - Wages

Wage scales are set forth in Exhibit A, attached hereto and made a part hereof.

### Article 7 - Hours And Overtime

*Section 1.* The guaranteed work week for all full time employees shall be forty (40) hours per week to be worked on five (5) days unless the employee agrees to work a sixth (6th) day. The Employer will not change the concept of this work week without mutual agreement with Local 27.

1. The Company may schedule full time employees to work two (2) ten (10) hour days per week and two (2) nights per week. (All stores shall close no later than 7:00 p.m. on Christmas Eve.)

2. Employees shall be paid at the overtime rate of time and one-half (1 1/2) of the employee's regular rate of pay for the following time worked:

- (a) In excess of eight (8) hours in one (1) day, except as provided in Section 1.1 above.

(b) In excess of five (5) days in one (1) week unless the employee agrees to work a sixth (6th) day at straight time.

(c) In excess of forty (40) hours in one (1) week.

(d) In excess of thirty-two (32) hours in any week in which one of the specified holidays falls except as provided in Article 10 Section 2.

(e) All hours worked after 6:00 p.m. by a full time employee except on the scheduled nights provided in 1.1 above; or when a full time employee agrees to work a schedule at straight time which includes hours after 6:00 p.m.

(f) All time worked before 4:00 a.m. and after 11:00 p.m., except for night crew employees.

3. There shall be no split shifts.

4. The regular day's work for all full time employees shall be worked within nine (9) consecutive hours (except on the ten (10) hour days) and all employees shall receive one (1) hour off for lunch at approximately the middle of the working day, except that any employee may receive only one-half (1/2) hour meal period when he works within eight and one-half (8 1/2) consecutive hours, provided it is mutually agreed upon. The meal period shall not begin before three (3) hours work, nor later than five (5) hours of work.

Part time employees who work more than six (6) hours in a week day, shall be granted a meal period without pay of at least one-half (1/2) hour, if requested by the employee.

5. On days where overtime is worked, if the second meal period is taken, it shall consist of one-half (1/2) hour's duration only. The taking of the second meal period will be only by mutual consent of employee and Employer.

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

7. All full time employees reporting for work at their scheduled time shall be guaranteed their scheduled hours of work, unless such work is unavailable due to an emergency or Act of God not within the control of the Employer. In the event such an employee is called to work on his predesignated day off, he shall be guaranteed a minimum of four (4) hours pay at the overtime rate of time and one-half (1 1/2).

8. Part time employees who report to work pursuant to instructions and are not given work shall be paid according to their schedule (except that in no event shall they be paid for more than four (4) hours), unless such work is unavailable due to an emergency or Act of God not within the control of

the Employer.

**9. A.** The Employer may establish as many shifts as necessary and the starting time of such shifts shall be optional with the Employer.

**\* B.** The Company shall make every effort to give shift preferences to senior employees, subject to the abilities of the employees, staffing requirements of the store and the work to be done.

**10.** Overtime shall be worked at the designation of the Employer; in designating employees to work overtime, the Employer may choose employees in accordance with their seniority, ability and availability to perform the work. The overtime pay shall be computed on a daily or weekly basis but not for both.

**11.** In the event the Employer shall desire to establish a regular shift of employment between closing hours and opening hours of a store, the terms and working conditions of employees on such a shift shall be negotiated with the Union before the shift is established.

**Section 2.** The Employer shall post weekly in each department and/or store a working schedule of all employees covered by this Agreement showing their daily hours of work and their predesignated day off. This notice shall be posted by Friday 6:00 P.M. preceding each work week. In the event a full time

employee's predesignated day off is changed after the schedule is posted, an employee required to work on his predesignated day off shall be paid at the rate of time and one-half (1 1/2) his straight time rate of pay for work performed on such day, unless the change in the schedule is by mutual consent.

*Section 3.* All employees will be given a fifteen (15) minute rest period approximately in the middle of each four (4) hour shift.

*Section 4.* Employees shall be at their work stations ready for work at their scheduled starting time, otherwise they are reporting late.

*Section 5.* A part time employee is one who works thirty-five (35) hours or less per week.

1. When a part time employee exceeds the hours as specified in Section 5 above, he shall be paid at the appropriate full time hourly rate of pay for all hours worked that week.

*Section 6.* The Employer will faithfully and fully implement all provisions of the Agreement relating to the basic work week and overtime hours. The Employer further agrees that whenever an employee is given the option to agree to certain working conditions under the Agreement, the employee shall not be compelled to make a decision on regards to such working conditions, but shall have the right to make such decisions on a voluntary basis.

**Section 7. A)** All part time employees will be guaranteed a minimum of twenty (20) hours per week except for courtesy clerks, probationary employees and employees who have restricted their availability to work the hours needed.

**B) Presently employed Courtesy Clerks will be guaranteed twenty (20) hours unless they have restricted their availability.**

**C) Part-time employees hired after 5/28/97:**  
New Hire Courtesy Clerks and Service Clerks -12 hour guarantee  
New Hire Food Clerks -16 hour guarantee

Guarantees do not apply to any newly hired part timer that have restricted their availability to work the hours needed.

**Section 8.** Full time employees involuntarily reduced to part time shall maintain their full time rate or part time rate whichever is greater.

**Section 9.** Company agrees to create no less than five (5) additional full time positions on or before November 1, 1997 and no less than five (5) additional full time positions on or before February 1, 1998. These additional full time positions will be offered to present part time employees by seniority on the bid list.

Metro employees on the full-time bid list shall have the ability to claim full-time jobs based on their seniority, between the thirtieth (30th) and sixtieth (60th) day after ratification of 5/28/97.

### **Article 8 - Night Crew**

**Section 1.** A Night Crew employee is one who is scheduled to work more than four (4) hours between 10:30 p.m. and 7:00 a.m. two (2) or more nights in any one (1) week. The Night Crew premium shall be Seventy Cents (70¢) per hour in the Meat Department and Fifty Cents (50¢) per hour in the Grocery Department.

**Section 2.** Any regular member of the Night Crew will receive his basic weekly wage plus his night premium in the computation of his overtime, vacation and holiday pay.

**Section 3.** The employee in charge of Night Crew will receive, in addition to his night premium, an additional Fifty Cents (50¢) per hour.

**Section 4.** A Night Crew may work four (4) ten (10) hour shifts at straight time by mutual agreement.

**Section 5.** Employees who want on or off the Night Crew shall bid in writing to the Personnel Office on a seniority basis in a seniority area.

**Section 6.** Night crews that voluntarily begin work before 11:59 p.m. Sunday will be paid straight time for the time worked on that Sunday.

## **Article 9 - Vacations**

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

<b><u>ANNUAL VACATION</u></b>	<b><u>PRO-RATA VACATIONS ON TERMINATION</u></b>
One (1) week uninterrupted after one (1) year	1/12 week for each additional month
Two (2) weeks uninterrupted after three (3) years	2/12 week for each additional month
Three (3) weeks after seven (7) years	3/12 week for each additional month
Four (4) weeks after thirteen (13) years	4/12 week for each additional month
Five (5) weeks after twenty (20) years	5/12 week for each additional month

**Section 2.** Employees discharged for acknowledged or proven dishonesty, or employees who quit

without giving a one (1) week notice shall not be entitled to any vacation pay.

*Section 3.* Not more than two (2) weeks uninterrupted vacation may be taken, except employees who for good and sufficient reason desire to take their third (3rd) and fourth (4th) weeks uninterrupted vacation must request same in writing thirty (30) days prior to the date the vacation is to be taken. Such requests are subject to approval by the Employer. The employee may take vacation in any of the fifty-two (52) weeks. Management may determine the number of employees who can take a vacation in any week.

*Section 4.* Employees must work forty-one (41) weeks during the vacation year to qualify.

*Section 5.* Vacation time shall be computed from date of employment or anniversary of vacation eligibility date, and shall be taken at a time convenient to both the employee and the Employer, and shall be paid at the rate of pay in effect at the time the vacation is taken. An employee who is absent from work for less than eleven (11) weeks during his anniversary year shall receive his full vacation allowance, but if absent for reasons other than illness or for illness for more than eleven (11) weeks, he shall receive one-twelfth (1/12) his vacation entitlement for each full month worked during the anniversary year.

*Section 6.* When a holiday designated in Article 10, Section 1 occurs during the full time employee's

vacation, the employee shall be entitled to an extra day's vacation or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

**Section 7.** Subject to the operational requirements of the business, preference as to vacation dates shall be given to employees on the basis of seniority. The vacation schedule of an employee cannot be changed, except by mutual agreement, when it is less than thirty (30) days to the date already scheduled.

**Section 8.** Vacation pay is to be paid to the employee prior to the vacation. The Company will pay vacation pay out of petty cash if the vacation check does not arrive at the store on time.

**Section 9.** Part time employees shall be entitled to a vacation on or after each anniversary date of their employment pro-rated on the basis of the average straight time hours worked and hours worked on Sundays during the preceding year, according to the vacation formula set forth above and subject to the same conditions as pertain to full time employees.

**Section 10.** When a holiday, designated in Article 10, occurs during a part time employee's vacation, and the part time employee would ordinarily have been scheduled for work on that day, the employee shall be paid as provided in Article 10.

**Section 11.** Employees may start vacation on any day which is mutually agreed upon by the Employer

and the employee.

**Section 12.** A part time employee going to full time shall not suffer a reduction in the number of hours of vacation the employee would have received as a part time employee for the first vacation of such change.

**Section 13.** From January 1 to March 31 of each year, employees shall select their desired date for vacation for that year. Said selection will be awarded on a seniority basis within department. After March 31, employees may select vacant weeks by seniority but may not bump less senior employees who have exercised their vacation selection during the bid period. Vacations requested after the bid period will be honored on a first come, first served basis. The employee may take vacation in any of the fifty-two (52) calendar weeks, subject to management approval.

The vacation schedule of any employee cannot be changed, except by mutual agreement, when it is less than sixty (60) days to the date the employee has selected. The vacation schedule shall be available on request by an employee.

**Section 14.** Earned but unused vacation of the third (3rd), fourth (4th) or fifth (5th) weeks may be taken as pay in lieu of time off at the request of the employee.

## **Article 10 - Holidays And Sundays**

**Section 1.** The Employer agrees that the following days shall be holidays. When a holiday falls on a Sunday, the following Monday shall be observed:

New Year's Day

Thanksgiving Day

Labor Day

Independence Day

Memorial Day

Christmas Day

Employees with six (6) months service shall be entitled to one (1) personal holiday. Employees with one (1) year of service shall be entitled to two (2) personal holidays. Employees with two (2) years service shall be entitled to three (3) personal holidays and employees with three (3) or more years service shall be entitled to four (4) personal holidays per employment year.

If an employee is required to work on a holiday, compensation shall be at the rate of time and one-half (1 1/2) the employee's regular straight time rate of pay, which shall be in addition to the holiday pay as provided.

**Section 2.** The work week during which a holiday occurs shall be considered a four (4) day week consisting of thirty-two (32) straight time hours, for which the employees shall be paid forty (40) hours pay if they qualify under Article 10 Section 3. All time worked over thirty-two (32) hours during said holi-

day week shall be compensated for at the overtime rate of time and one-half (1 1/2) except that an employee may work forty (40) hours at straight time in addition to the holiday pay, provided it is mutually agreed upon between Employer and employee.

(1) All part time employees, upon completion of ninety (90) days but less than one (1) year of continuous service with the Company, shall be entitled to holiday pay as set forth in this paragraph when said holiday falls on their scheduled work day, based on the number of hours regularly worked by such employee on that day.

(2) All part time employees with one (1) or more years of continuous service shall be entitled to holiday pay based on the number of hours regularly worked by the employee on that day if the holiday falls on a regularly scheduled work day; or holiday pay of five (5) hours if the holiday falls on a non-scheduled day at straight time.

(3) In either case in order to receive holiday pay the employee must:

a) Work the scheduled work day before and after such holiday, Sunday excepted; and

b) Work at least one (1) day during the said holiday week.

(4) Work schedules shall not be changed for the

purpose of avoiding holiday pay.

**Section 3.** No employee shall receive pay for any holidays not worked unless such employee has reported for work on the employee's regular work day next preceding and next following said holiday. Employee shall be deemed to have reported for work if absence on the day before or the day after said holiday is due to express permission from or action of the Company, or death in the immediate family and also in case of certified illness, but in any event, employees off one (1) full week before a holiday and one (1) full week after a holiday would not be entitled to holiday pay, unless otherwise provided for in this Agreement.

**Section 4.** Any work performed by employees on Sunday shall be paid for at the rate of time and one-half (1 1/2).

**Section 5.** Hours and/or days which qualify for Sunday or holiday premium pay shall not be included in computing weekly overtime. There shall be no pyramiding of overtime and/or premium pay. Hours worked on Sundays or holidays shall be in addition to the normally scheduled work week.

**Section 6. A.** Sunday and holiday work shall be rotated within the store among qualified employees (within the classification) required to do the work. In the event the Company cannot schedule the necessary number of employees on a voluntary basis, then the

employees in reverse order of seniority shall be required to perform the work.

\* *B.* Such rotation shall first be among those volunteers who have signed a list indicating their desire to work Sundays and Holidays, said list to be posted every three (3) months.

*Section 7.* The Company will not require any employee to work on Christmas Day.

## Article 11

### Shop Stewards And Union Activities

*Section 1.* There shall be no discrimination against any employee because of Union membership. The Employer further agrees there shall be no discrimination against any Steward of the Union as a result of their activities and performance of their responsibilities. The Union agrees that neither it nor its members will engage in Union activities on the Employer's time or in the Employer's stores, provided, however, that representatives of the Union shall have free access to the Employer's stores during business hours so long as it does not interfere with the Employer's normal business operations.

1) It is understood that the Stewards of the Union shall at all times, be the last to be laid off in any case. The Union shall furnish to the Employer a complete list of Stewards which shall be submitted

from time to time as may be necessary.

2) Shop Stewards shall not be transferred without mutual consent of the Union and the Company.

3) *It is understood that the Union will use its best efforts to secure as Stewards a high caliber of employee who shall be required to conform to the standards and qualifications set by the Union.*

4) The Employer will grant each Meat and Grocery Shop Steward one (1) day off with pay to attend a Union sponsored seminar. Notice must be given the Employer and proof of attendance must be provided. The Union shall have the right to appoint or have elected two (2) Shop Stewards per store.

## Article 12

### Arbitration And Adjustment

**Section 1. Settlement of Disputes.** The Union and the Employer recognizes their mutual responsibility for the prompt and orderly settlement of disputes or disagreements, including disputes relating to discharge, suspension or other discipline, that arise under this Agreement. To this end, the Union, the Employer and the employees agree that the provisions of this Article shall provide the means of settlement of all such disputes and disagreement.

## **Section 2. Employee and Union Grievances.**

**1) Initiation of Grievances** - Any disagreement or dispute arising under this Agreement which an employee and/or the employee's Shop Steward have not been able to adjust informally with the employee's supervisor may be made the subject of a grievance, which shall be presented by the aggrieved employee, the employee's Shop Steward or other Union representative to the designated Employer official.

**2) Written Presentation** - All grievances shall be presented in writing, signed by the aggrieved employee and/or the employee's Shop Steward or other Union representative, and shall contain a statement of the grievance, the remedy requested, and a specification of the Article of the Agreement which is involved in the grievance. All answers by the Employer shall also be in writing, signed by the Employer official giving the answer.

**3) Time Limitations** - All grievances shall be presented within ten (10) working days from the date of their occurrence, or the date upon which knowledge of the occurrence first becomes available to the employee. Grievances not presented within the time limitation specified herein will not be considered or acted upon by the Employer and the Employer's position with respect to the grievance will be final and binding upon the aggrieved Employer or employees and the Union. Grievances

properly presented within the time limitations herein shall be answered by the Employer within ten (10) working days after receipt thereof.

**4) Appeal Procedure** - If the Employer's answer is not satisfactory to the Union, the grievance may then be appealed in writing within five (5) days from receipt of such answer to the designated Employer official, who shall arrange for a meeting between himself and the Business Agent or other designated representative of the Union, to be held within five (5) days of receipt of the appeal, unless a further extension of time for such meeting is agreed to by both parties.

**Section 3. Employer Grievances.** Grievances filed by the Employer shall be filed in writing directly with the Business Agent or other designated representative of the Union and shall be dealt with as if they had reached appeal procedure set forth in Section 2(4) with respect to employee grievances, e.g., a meeting shall be arranged between the Employer and the Union representatives to be held within five (5) days of the filing of the Employer grievance, unless a further extension of time for such meeting is agreed to by both parties.

**Section 4. Referral to Arbitration.** Any grievance of an employee or the Union or any grievance filed by the Employer, that has been properly processed through the steps of the grievance procedure as set forth above and has not been settled at the conclusion

thereof, may be referred to arbitration by the Union or the Employer in accordance with the following procedure.

**Section 5. Notification of Desire to Arbitrate.** The party desiring to arbitrate shall notify the other party to this effect within ten (10) days after the meeting provided for in Section 2(4) or Section 3 above. If such notification is not made within the time limitation provided in this Section, the answer of the Employer as provided in Section 2(3) above shall be the final and binding disposition of the employee's grievance.

**Section 6. Selection of Arbitrator.** Within five (5) working days of the receipt of notification of desire to arbitrate, the designated Employer official and the Business Agent or other designated representative of the Union shall meet to select an arbitrator. If they are unable to agree upon an arbitrator within five (5) working days of such meeting, they shall jointly request the Director of the Federal Mediation and Conciliation Service to furnish a list of seven (7) arbitrators. Selection of an arbitrator from the list shall be made within ten (10) working days of receipt thereof, either by agreement, or if agreement cannot be reached, by alternately striking names from the list until only one (1) name remains. The final remaining name shall be the arbitrator of the grievance.

**Section 7. Jurisdiction of Arbitrator.** The jurisdiction of the arbitrator shall be confined exclusively

to the interpretation of the express provision or the provisions of this Agreement at issue between the Union and the Employer. The arbitrator shall have no authority to add to, alter, amend, or modify any provision of this Agreement or to establish or alter any wage rate. The arbitrator shall render an award and opinion in writing and such award and opinion shall be final and binding upon the aggrieved employee or employees, the Union and the Employer.

*Section 8. Arbitration Expenses.* The fee and other expense of the arbitrator in connection with any grievance referred to arbitration under this Article shall be shared equally between the Union and the Employer.

### **Article 13 - Leaves of Absence**

Subject to the following conditions, employees shall be granted leave of absence without pay which shall not interrupt their service records, providing such request is made by the employee, in writing, to the Employer's main office seven (7) days prior to commencing such leave.

*Section 1.* The Employer agrees that any member of the Union, employed by the Employer during the period of this contract who is elected to permanent office in the Union or is assigned by the Union to any Union activity necessitating temporary leave of absence, shall be granted such leave and shall, at the end

of this term in the first instance or at the end of his mission in the second instance, he guaranteed reemployment at the employee's former wage rate plus any increase or less any reduction that may become effective during the employee's absence, provided that the employee applies for reemployment forthwith upon leaving the Union.

*Section 2.* Leave of absence shall be granted up to one (1) year without pay when an employee with six (6) or more months of continuous service is unable to work because of a disability, and this leave shall become effective after the final sick benefit payment is made. The disability must be attested to by a registered physician. However, in the event such employee is unable to work at the expiration of the leave period, he shall be entitled to an additional leave of six (6) months if he submits satisfactory medical evidence that he will be able to return to his regular duties within the said additional period.

*Section 3.* Leave of absence shall be granted up to one (1) year without pay after childbirth upon written request. This leave will begin after final sick payment is made.

*Section 4.* The Company will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States. Because the schedule of progressive wage rates provided for by Exhibit A hereof depends upon actual experience on the job, a person

reemployed pursuant to this Section shall, for purpose of Exhibit A, be credited only with months of actual payroll service. A person so reemployed shall be paid at the current rate for the appropriate job classification based upon the person's actual job experience. At the time an employee leaves for military service, the employee shall receive whatever vacation pay is due.

**Section 5.** An employee may be given a leave of absence not to exceed one (1) year for any reason acceptable to the Employer. This decision shall not be arbitrable.

**Section 6.** Any bargaining unit employee who is promoted to a management position on or after January 1, 1982 shall retain all seniority rights and be entitled to reinstatement to his former or substantially equivalent position for a maximum period of one (1) year from such promotion; and provided further that the employee's employment was not terminated for any reason enumerated in Article 5, Section 9. Said leave of absence may be extended only through the joining and mutual consent of the Union and the Employer. The Employer will promptly notify the Union Office in writing of the bargaining unit employee going into a management position.

## Article 14 - Working Conditions

**Section 1.** No member of the Union shall suffer a reduction in wage rates or an increase in hours or reduced vacation time or split shift solely by the signing of this Agreement. Nothing in this paragraph shall be interpreted to entitle an employee to more than forty (40) hours work per week.

**Section 2.** The Employer will furnish and launder such store linen as it desires worn by its employees, except that when the Employer supplies Dacron or similar type uniforms for female employees, they may be laundered by the employee. Since this item of expense is intended to make the Employer's service more attractive to customers, employees shall be requested to present a neat, clean, business-like appearance while on duty in the stores.

**Section 3.** If a physical examination or health permit is required, only the expense of the examination or health permit shall be borne by the Employer.

**Section 4.** A full time employee who receives a pay rate which is higher than the pay rate provided in Exhibit A for the employee's classification, who is promoted to a department head and subsequently demoted to the employee's former classification shall receive the same pay rate differential which the employee previously received.

**Section 5.** The Employer agrees, in the event of a temporary transfer at the Employer's request, to reimburse the employee for increased transportation costs on the basis of Twenty-Two and One-Half Cents (22 1/2¢) per mile, except, however, when an employee chooses public transportation, excluding taxicabs, the employee shall be reimbursed only for the actual cost of such increased transportation.

**Section 6.** Notices concerning Union business which have been approved by the Employer's main office may be posted in designated locations in the store.

**Section 7.** First aid kits for each store and all tools of the trade will be furnished by the Employer.

**Section 8.** The Employer shall have a time clock or time sheets in each store for the purpose of keeping record of all hours worked by the employees.

**Section 9.** A First Cutter shall be appointed in those self-service markets in which two (2) or more full time Journeymen and a Meat Manager are employed. The First Cutter shall relieve the Meat Manager whenever the Meat Manager is away from the store during the Meat Manager's scheduled hours. In the event that the Meat Manager is absent for one (1) week or more, the First Cutter shall receive the Meat Manager's rate of pay for that period of time.

**Section 10.** Any employee relieving a Meat De-

partment Manager one (1) week or more, shall be paid the contract rate for a Meat Manager during the period of relief.

*Section 11.* When a higher classified employee is absent from his position for more than two (2) days and another employee performs the job of the higher classified employee, he shall receive the appropriate rate of pay of this higher classification.

### *Article 15 - Jury Duty*

*Section 1.* Employees actually serving on juries shall receive the difference between their straight time weekly basic pay and the amount received while on jury duty. They will be expected to work their regularly posted schedule on days when jury is not in session.

*Section 2.* An employee serving on the jury shall not be required to work hours other than those during which the employee is normally scheduled and in no case shall be required to report for less than four (4) hours.

*Section 3.* The above provisions shall be limited to thirty (30) days of jury duty in any one (1) year, except for service on a Grand Jury.

## **Article 16 - Funeral Leave**

Employees with six (6) months service shall, in the case of a death in the immediate family, namely parent, \*spouse, \*child, brother, sister or parent-in-law, grandparents or grandchildren of employees, requiring the employee's absence from regularly scheduled assignments, be granted a leave of absence up to three (3) days, beginning with the day of death. When an employee's scheduled time falls within the three (3) day period, the employee shall be reimbursed for that portion of the time normally scheduled for work but under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary.

\*Employees shall receive four (4) days off for spouse and children.

## **Article 17 - Checkoff**

**Section 1.** The Employer agrees to deduct dues and initiation fees uniformly required of members of the Union from the pay of each employee who has furnished the Employer with an authorization in writing authorizing such deduction. The Employer agrees to remit amounts so deducted within thirty (30) days after their collection to the Financial Secretary or designated officer of the Union. Dues will be checked off weekly and remitted monthly.

**Section 2.** The Union assumes full responsibility for the disposition of the funds deducted hereunder after they have been remitted by the Employer to the Financial Secretary or designated officer of the Union.

**Section 3.** The Employer agrees to deduct twenty-five cents (25¢) per week and remit monthly to the Local Union's Active Ballot Club from employees who are Union members and who have signed deduction authorization cards.

**Section 4.** The Employer agrees to deduct weekly whatever amount is so designated by the employee or Union to the Local's Credit Union. The amount is to be remitted monthly.

### **Article 18 - Health And Welfare**

**Section 1.** Effective by October 1, 1997 the Company will provide Blue Cross and Blue Shield of Maryland ( if they are the lowest bidder) to all employees based on their eligibility listed below. The insurance will be comparable or better than the present Plan X FELRA and UFCW Health and Welfare Fund Plan. The new plan shall include Group Dental's Dental Plan, United Optical Plan and a comparable Drug Plan to APS. All other comparable or better benefits in Plan X shall be provided including but not limited to life insurance and accident & sickness benefits. The coverage for all Full Time employees will commence with the first full payroll month following the comple-

tion of six (6) months of continuous employment with the Employer. For all Part Time employees the coverage will commence with the first full payroll month following the completion of fifteen (15) months of continuous employment with the Employer.

After twenty-one (21) months of continuous employment, appropriate part time employees may apply for dependent coverage by submitting a request for payroll deductions to the Employer. The monthly rate to be paid by the employee shall be ninety-nine dollars (\$99.00). Subsequent increases in such rate shall be effective each January. The Employer shall increase the monthly contribution on behalf of each part time employee who is eligible for dependent coverage and who has requested the appropriate payroll deduction.

**Section 2. For employees hired prior to 5/28/97 only:** Any part time employee who has five (5) or more years of service or any part time employee who achieves five (5) years of service during the term of this contract and has paid the co-pay for dependent coverage for the last twelve (12) months upon reaching five (5) years shall continue to be eligible for dependent coverage and the co-payment shall be paid by the Employer.

**Section 3. For employees hired after 5/28/97 eligibility:**

**Full time** - 9 months - complete coverage no staggered benefits.

**Part time** - 18 months - complete coverage no staggered benefits -dependent coverage after 24 months.

**Part time less than 20 hours or restricted availability** - 24 months complete coverage. no staggered benefits.

**Part time dependent coverage;** co-pay 70/30 after 24 months.

Provide option to all new hires, after probationary period, to buy coverage at their own cost until eligible - called Non-Eligible Coverage.

**Section 4.** Coverage of Health and Welfare Benefits will be made for employees covered by the Health and Welfare Plans during the first three (3) months that such employees are on sick leave or pregnancy leave pursuant to the terms of this Agreement, but not during the time of any other authorized leave of absence from work.

**Section 5.** Health and Welfare carrier is subject to change only with union approval, such approval will not be unreasonably withheld. Any change would be contingent on the health and welfare coverage being

comparable or better.

**Section 6.** The Employer will maintain the present Supplemental Life Insurance and Major Medical Plan for all Meat Department employees hired prior to April 1, 1985.

**Section 7.** All employees should have the option to buy-out coverage every six (6) months with proof of other coverage.

Full time - \$350.00

Part time - \$175.00

If employee's status changes within six (6) months, said employee may notify company and re-enroll. Employees must have proof of other coverage that will continue if Metro drops their coverage.

**Section 8. Only employees who were in Plan J:** During the term of this Agreement any employee who retires under a pension plan to which the Union is a party and such retirement would entitle the employee to benefits under Plan J of the UFCW & Participating Employers Health and Welfare Fund, as if the Company were still contributing to said Fund, the Company will provide to the employee and his dependents benefits equal to Plan X except that dependents shall not receive Drug, Dental and Optical benefits, during his retirement, the Schedule of Benefits attached hereto as Appendix A. When the retiree becomes sixty-five (65) years of age, the Company will supplement the retiree's Medicare coverage up to the levels of ben-

efits set forth on Appendix A and will continue to provide said Schedule of Benefits on Schedule A to the retiree's dependents, except that dependents shall not receive Drug, Dental and Optical benefits.

**Section 9.** Any member who wants to appeal a Health and Welfare decision may appeal in writing to the Union and Company. A panel will be set up with an even number from the Union and Company with federal mediation used to break any tie.

**Section 10.** Company will add retiree medical coverage buyout option at a later date with Union approval. Approval will not be unreasonably withheld. Employee must have proof of other coverage that will continue if Metro drops theirs.

## **Article 19 - Pension**

**Section 1.** The Employer shall contribute to the UFCW Unions and Participating Employers Pension Fund (hereinafter called the "Fund"), a total of Twenty-four Cents (\$.24) per hour for all straight time hours paid, for all employees who receive compensation from the Employer during the preceding month. Effective November 1, 1999 the contribution will be increased to Twenty-Seven Cents (\$.27) per hour. Effective May 28, 2002, the contribution shall be increased to Forty Cents (\$.40) per hour. The contribution by the Employer for new employees will commence with the first (1st) full payroll week following

the completion of thirty (30) days of continuous employment with the Employer, retroactive to the date of employment.

**Section 2.** The Employer shall contribute to the FELRA and UFCW Pension Fund, hereinafter called "The Fund", a total of Thirty-three Cents (\$.33) per hour, up to a maximum of forty (40) hours per week, for all full time and part time Meat Department employees who were employed by Big Valu on the day immediately preceding the date on which Food-A-Rama began operating the Big Valu stores and who had a vested interest in said Fund. Effective November 1, 1999, the rate shall increase to Thirty-five Cents (\$.35) per hour. Effective May 28, 2002, the rate shall increase to Forty Cents (\$.40) per hour.

**Section 3.** For all full time Meat Department employees on the payroll as of April 1, 1985 the employer shall contribute to the UFCW Unions and Participating Employers Pension Fund a total of Thirty-three Cents (\$.33) per hour, up to a maximum of forty (40) hours per week, for all full time Meat Department employees who have been employed six (6) months. Effective November 1, 1999 the rate shall increase to Thirty-five Cents (\$.35) per hour. Effective May 28, 2002 the rate will increase to Forty Cents (\$.40) per hour.

**Section 4.** All employees hired after June 27, 1993 shall have a contribution made on their behalf in the amount of Twelve Cents (\$.12) per hour after one (1)

year of service into the UFCW and Participating Employers Pension Fund. Effective November 1, 1999 the rate shall increase to Fifteen Cents (\$.15) per hour. Effective May 1, 2002 the rate shall increase to Eighteen Cents (\$.18) per hour.

**Section 5. Contributions begin for employees hired after May 28, 1997:**

Full time - \$0.12 after 12 months of service

Part time - \$0.08 after 12 months of service

**Section 6.** The Company shall continue the 401K Plan for all union employees.

## **Article 20 - Severance**

**Section 1.** The Employer shall contribute to the UFCW and FELRA Severance Fund (hereinafter referred to as the "Fund"), a total of Ten Cents (10¢) per hour for all straight time hours worked for all full time meat employees on the payroll as of April 1, 1985. No severance for any employees hired after April 1, 1985.

**Section 2.** The Fund shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employers Labor Relations Association and the Union.

**Section 3.** It is understood and agreed that the Fund, referred to herein, shall be such as will continuously qualify for approval by the Internal Revenue Service, so as to allow the Employer an income tax deduction for the contributions paid hereunder.

**Section 4.** It is agreed that all questions involving severance not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

**Section 5.** The Employer, at its discretion, may or may not be required to designate a representative on the Board of Trustees, but in any event the Employer agrees to be bound by all the decisions made by the Trustees in accordance with the Declaration of Trust.

### **Article 21 - Legal**

The Employer shall contribute to the United Food and Commercial Workers and FELRA Legal Benefit Trust (hereinafter referred to as the "Fund"), a total of Fourteen dollars and Fifty Cents (\$14.50) for each employee. The contribution rate shall be increased as follows:

<u>5/28/98</u>	<u>5/28/99</u>	<u>5/28/2000</u>	<u>5/28/2001</u>
\$14.75	\$15.00	\$15.25	\$15.50

New Hire Eligibility is one (1) year for all employees.

The monthly contribution by the Employer for employees will commence with the first (1st) payroll week of the month following the completion of six (6) months for full time employees and one (1) year for part time employee of continuous employment with the Employer.

### **Article 22 - Separability Clause**

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiation and agreement on provision or provisions so invalidated.

### **Article 23 - No Strike, No Lockout**

**Section I. No Strikes.** For the duration of this Agreement, the Union, its officers, representatives and members shall not, directly or indirectly, authorize, cause, instigate, encourage, aid, ratify, or condone any

strike, slowdown, or stoppage of work, boycott, picketing, or other interruption of work at the Employer's place of business.

**Section 2. No Lockout.** For the duration of this Agreement the Employer shall not lockout its employees.

**Section 3. Unauthorized Strike.** In the event of any unauthorized strike, slow down or stoppage of work, boycott, picketing, or other interruption of work, the Union shall instruct its members to return to or resume work at once. Any employee participating in such unauthorized activity, and refusing to return to work when so instructed by the Union, shall be subject to discipline therefore, and it is expressly agreed that such conduct shall constitute just cause for discharge under this Agreement. Nothing contained herein, however, shall compel any employee to walk through a lawful picket line, provided the picket line has the sanction of its own International Union.

## **Article 24 - Wage Freeze**

All the provisions of this Agreement are subject to applicable legislation, executive orders, regulations, rulings and interpretations dealing with wage and price stabilization. If any provision of this Agreement may not be put into effect, in accordance with its terms because of the said wage stabilization legislation, etc., then such provisions shall become effective at such

time, in such amount, and for such periods as are permitted by law at any time during the life of this Agreement.

### **Article 25 - Military Service**

Effective after one (1) year of employment the Company will pay the difference between a full time employee's regular base pay and military pay the employee would have received while on normal reserve duty. There will be a two (2) week limit once a year for this.

### **Article 26 - Miscellaneous**

**Section 1.** Duties of the porter shall be limited to the general cleaning up of the store, but in no other instance shall porters be required to handle, display, or sell any merchandise sold in the store.

**Section 2.** Duties of the courtesy clerk shall be limited to bagging, parcel pick up, putting away "returns" and general cleaning of from end.

**Section 3.** It is mutually agreed that the herein classified department heads shall be continued in those stores that presently have department head classifications. It shall be the Employer's prerogative to designate department heads; however, where department heads are discontinued, there shall be appointed one (1) head clerk who shall receive an additional Twenty

Cents (20¢) per hour.

*A department head is any employee held responsible by the Company for the proper operation of a specified department.*

Assisting Office Personnel and Scanning Coordinator shall receive Twenty-Five (25¢) per hour above their rate.

A person held responsible by the Employer for the direction of the work force and opening or closing of the store and carrying the keys shall receive an additional Thirty-Five Cents (35¢) per hour for all hours worked that day.

**Section 4. Joint Labor/Management Committee:**

The Company agrees to establish a joint labor-management committee to be made up of an equal number of employees and management for the purpose of discussing safety and other appropriate issues no less than four (4) times per year.

Notice will be posted in all stores to give each employee an opportunity to reduce to writing all store problems, managerial problems, attitude problems (i.e. people need to be treated with dignity and respect) and any other current problems which will be presented by a rank and file committee at the meetings.

**Section 5.** The Company agrees to provide direct deposit of pay checks if sufficient interest by the em-

ployees is demonstrated.

*Section 6.* The Company agrees to supply "safety cutters" when requested. The employees and the Union agree that when supplied, the safety cutters will be used.

### **Article 27 - Duration of Agreement**

This Agreement shall be effective from June 1, 1997 and shall remain in force until and including June 1, 2002 and from year to year thereafter, with the right of either party to reopen upon written notice, not less than sixty (60) days prior to June 1, 2002, or the first (1st) day of June of any subsequent year thereafter of a desire either to change or terminate this Agreement. In the event either party serves notice, it is agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that, pending the results of such renegotiation, neither party shall change the conditions existing at the time under the contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and cause their proper corporate seals to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_.

FOR THE  
EMPLOYER:

METRO/BASICS  
SUPERMARKET, INC.

  
JOHN RYDER  
President

FOR THE UNION:

UNITED FOOD AND  
COMMERCIAL  
WORKERS UNION,  
LOCAL 27

  
BUDDY MAYS  
President

## Exhibit A

I. All employees at or above top contractual rates will receive across-the-board increases as indicated below (including Red Circle Rates):

<u>Classification</u>	<u>Current Top Rate</u>	<u>6/1/97</u>	<u>5/31/98</u>
<b>Across-the-board:**</b>		75¢	20¢
Asst. Manager	13.85	14.60	14.80
Grocery Mgr	13.63	14.38	14.58
Produce Mgr	13.63	14.38	14.58
Bakery Mgr	12.30	13.05	13.25
Head Bookkeeper	12.85	13.60	13.80
Meat Mgr	17.45	18.20	18.40
1 <sup>st</sup> Cutter	16.05	16.80	17.00
Journeyman	15.55	16.30	16.50
Deli Manager	13.65	14.40	14.60
Seafood Mgr	12.30	13.05	13.25
Non-Food Mgr	12.30	13.05	13.25
Clerks	11.80	12.55	12.75

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Wage Rates

*Employees Hired Before  
September 7, 1993*

FILE COPY

<u>11/29/98</u>	<u>5/30/99</u>	<u>11/28/99</u>	<u>6/4/2000</u>	<u>12/3/2000</u>	<u>6/3/2001</u>
20¢	20¢	20¢	20¢	25¢	50¢
15.00	15.20	15.40	15.60	15.85	16.35
14.78	14.98	15.18	15.38	15.63	16.13
14.78	14.98	15.18	15.38	15.63	16.13
13.45	13.65	13.85	14.05	14.30	14.80
14.00	14.20	14.40	14.60	14.85	15.35
18.60	18.80	19.00	19.20	19.45	19.95
17.20	17.40	17.60	17.80	18.05	18.55
16.70	16.90	17.10	17.30	17.55	18.05
14.80	15.00	15.20	15.40	15.65	16.15
13.45	13.65	13.85	14.05	14.30	14.80
13.45	13.65	13.85	14.05	14.30	14.80
12.95	13.15	13.35	13.55	13.80	14.30

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***Exhibit A Continued***

<u>Classification</u>	<u>Current Top Rate</u>	<u>6/1/97</u>	<u>5/31/98</u>
Weigher/Wrapper	11.80	12.55	12.75
Meat Apprentice	11.80	12.55	12.75
Porter/Non-Food/Service Clerk	10.45	11.20	11.40
Courtesy Clerk	7.55	8.30	8.50

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***Employees Hired After  
September 7, 1993 & Before May 28, 1997***

<i>Courtesy Clerks</i>	<u>CURRENT PROGRESSION</u>	<u>6/1/97</u>	<u>5/31/98</u>
<b>INCREASE TO TOP RATE**</b>			
Start	4.25	75c 5.00*	20c
6 Months	4.50		
12 Months	4.75	5.40	5.40
18 Months	5.00	5.65	5.65
24 Months	6.25	6.25	6.25
30 Months	6.75	6.75	6.75
36 Months	7.55	8.30	8.50

\* Start rate increases to \$5.15 effective September 1997

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<u>11/29/98</u>	<u>5/30/99</u>	<u>11/28/99</u>	<u>6/4/2000</u>	<u>12/3/2000</u>	<u>6/3/2001</u>
12.95	13.15	13.35	13.55	13.80	14.30
12.95	13.15	13.35	13.55	13.80	14.30
11.60	11.80	12.00	12.20	12.45	12.95
8.70	8.90	9.10	9.30	9.55	10.05

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<u>11/29/98</u>	<u>5/30/99</u>	<u>11/28/99</u>	<u>6/4/2000</u>	<u>12/3/2000</u>	<u>6/3/2001</u>
20¢	20¢	20¢	20¢	25¢	50¢
5.65					
6.25	6.25				
6.75	6.75	6.75			
8.70	8.90	9.10	9.30	9.55	10.05

**\*\* Increases to top rate also apply to "Red Circled" employee rates (those above the top rate)**

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**Exhibit A Continued - Employees Hired After**

**Non-Food Clerk, Service Clerk & Porter**

	Current		
INCREASE TO	<u>Progression</u>	<u>6/1/97</u>	<u>5/31/98</u>
TOP RATE**		75c	20c
Start	4.75	5.15	
3 Months		5.30	
6 Months	5.25		
12 Months	5.75	5.75	5.75
18 Months	6.25	6.25	6.25
24 Months	6.75	6.75	6.75
30 Months	7.50	7.50	7.50
36 Months	7.75	7.75	7.75
42 Months	9.65	10.40	10.60

\*\* Increases to top rate also apply to "Red Circled" employee rates (those above the top rate)

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**Food Clerk, Weigher/Wrapper and Meat Apprentice**

	Current		
INCREASE TO	<u>Progression</u>	<u>6/1/97</u>	<u>5/31/98</u>
TOP RATE**		75c	20c
Start	5.00	5.50	
3 Months		5.75	
6 Months	5.50		
12 Months	6.00	6.00	6.00
18 Months	6.50	6.50	6.50
24 Months	7.00	7.00	7.00
30 Months	7.50	7.50	7.50
36 Months	8.50	8.50	8.50
42 Months	9.50	9.50	9.50
45 Months	11.80	12.55	12.75

\*\* Increases to top rate also apply to "Red Circled" employee rates (those above the top rate)

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September 7, 1993 & Before May 28, 1997

11/29/98 5/30/99 11/28/99 6/4/2000 12/3/2000 6/3/2001  
20c 20c 20c 20c 25c 50c

BLS  
FILE COPY

6.25  
6.75 6.75  
7.50 7.50 7.50  
7.75 7.75 7.75 7.75  
10.80 11.00 11.20 11.40 11.65 12.15

---

11/29/98 5/30/99 11/28/99 6/4/2000 12/3/2000 6/3/2001  
20c 20c 20c 20c 25c 50c

6.50  
7.00 7.00  
7.50 7.50 7.50  
8.50 8.50 8.50 8.50  
9.50 9.50 9.50 9.50 9.50  
12.95 13.15 13.35 13.55 13.80 14.30

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**Exhibit A Continued**  
**Employees Hired After May 28, 1997**

	Courtesy Clerk	Service Clerk	Food Clerk
Start	5.00*	5.15	5.50
3 Months		5.30	5.75
12 Months	5.40	5.55	6.00
18 Months	5.65	5.80	6.30
24 Months	5.90	6.05	6.60
30 Months	6.15	6.30	7.00
36 Months	6.40	6.70	7.40
42 Months	6.80	7.10	7.80
48 Months		7.65	10.00

\*Starting rate for courtesy clerks goes to \$5.15 effective September 1997.

\*\* Employees hired after May 28, 1997 who reach the top of the scales or who are hired at or above said scales shall receive the across-the-board increases.

***Exhibit A Continued***  
***Mama Harado's Pizza***

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20¢ per hour premium for lead clerk effective on May 28, 1997.

***Farm Fresh Employees***

Former Farm Fresh employees at the top rate get, in addition to the across the board increase, an additional twenty percent (20%) per year increase to make up the difference in rates.

Former Farm Fresh employees not at the top rate will be moved to the comparable existing Metro scale.

Courtesy Clerk duties shall be limited to parcel pick-up, cleaning around front end, bagging, filling bags, shop backs and handling bottle returns.

Scanning Coordinator shall receive a Twenty-Five Cent (25¢) premium.

The employee other than the Assistant Manager or Department Head in charge of a 24-hour store, shall receive Thirty Dollars (\$30.00) per week in addition

to his/her night premium.

***Exhibit A Continued***  
**Non-Food Clerk**

All terms and conditions of the basic contract will apply except as follows:

- 1. Non-Food employees desiring transfer to a Food classification shall be given preference for such work in accordance with the following procedure:

Employees desiring Food classification work shall, upon completion of one (1) year of service, notify the employer, in writing, with a copy to the Union. Such letters shall remain valid for a period of twelve (12) months.

When openings occur, seniority and ability to perform the new job shall be the determining factors for the transfer. Should the employee fail to satisfactorily perform within the first sixty (60) days of the transfer, he shall be afforded the opportunity to return to a similar Non-Food classification without loss of seniority.

The Employer agrees that said Non-Food employees will be transferred to Food positions before hiring new employees.

Provisions of the basic contract shall apply where not referred to above and where applicable.

2. Non-Food employees shall wear a smock so they can be distinguished from Clerks.

3. In each of the Employer's stores in which Non-Food employees are assigned there shall be one (1) Non-Food person designated as Non-Food manager.

## **Exhibit B - Metro/Basics** **Transfers - Seniority Areas**

The Union and the Company agree that due to the rapid growth of the Company, they will meet as soon as possible to adjust and establish seniority areas that make sense geographically to the Company and the Union.

Further, if either party feels a need to amend or correct such areas, both parties agree to meet as soon as practical.

### **AREA I**

- 025 8160 Ritchie Highway, Pasadena, MD 21122
- 028 8 Hammonds Lane, Baltimore, MD 21215
- 035 6439 Old Annapolis Road, Glen Burnie MD 21061
- 040 5409 Baltimore National Pike, Baltimore, MD 21229
- 026 670 Old Mill & Rt. 3, Millersville, MD 21108
- 070 1649 Crofton Square, Crofton, MD 21114
- 045 841 East Fort Avenue, Baltimore, MD 21230

### **AREA II**

- 021 7930 Eastern Boulevard, Baltimore, MD 21224
- 023 8212 Liberty Road, Baltimore, MD 21207
- 024 803 Goucher Boulevard, Baltimore, MD 21204
- 029 2801 Smith Ave., Greenspring Shopping Center,  
Baltimore, MD 21209
- 033 1200 Eastern Boulevard, Baltimore, MD 21221
- 046 4375 Ebenezer Road, Baltimore, MD 21236
- 048 1955 East Joppa Road, Baltimore, MD 21234

### **AREA III**

- 056 2738 Dorchester Square, Cambridge, MD 21613

***Exhibit C***  
**Layoff, Store Closings**

**AREA I**

25, 26, 28, 35, 40, 45, 70

**AREA II**

21, 23, 24, 29, 33, 46, 48

**AREA III**

56

1. Least senior employee in Area No. 1 may displace least senior employee in Area No. 2.
2. Least senior employee in Area No. 2 may displace least senior employee in Area No. 1.

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**United Food & Commercial Workers  
Local 27  
21 West Road  
Baltimore, MD 21204  
410-337-2700**

