

AGREEMENT

BETWEEN

**HEINEN'S, INC.
(CLERKS)**

AND

**UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL NO. 880**

EFFECTIVE: 9-14-08

EXPIRATION: 9-11-11

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This Agreement made effective this 14th day of September, 2008, by and between **HEINEN'S, INC.**, hereinafter referred to as the "Employer", and **UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL NO. 880**, chartered by United Food and Commercial Workers International Union, hereinafter referred to as the "Union".

ARTICLE I

Recognition and Union Security

Section 1. The Employer recognizes the Union as the sole bargaining agent for all food store employees in its retail outlets located in the Ohio counties of Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Holmes, Huron, Lake, Lorain, Medina, Portage, Stark, Summit, Tuscarawas, and Wayne, and the Pennsylvania county of Erie, but excluding meat department employees in all stores, regular office clerical personnel, managers, and other supervisors as defined in the National Labor Relations Act, as amended.

Section 2. It is agreed that the Employer can continue the practice of employing Co-Managers to work in the stores, and such Co-Managers shall not be in the bargaining unit. It is also agreed that there shall be no more than one (1) Co-Manager per store unless a store averages sales in excess of \$400,000.00 per week, in which case there may be no more than two (2) Co-Managers per store. The Union must agree to additional co-managers on an individual per store basis, but such permission shall not be unreasonably withheld. The Employer may also employ, outside the bargaining units, one (1) Front-End Manager, one (1) Human Resources Manager, and one (1) supervisory employee to supervise non-food employees in a store. Co-Managers, Front-end Managers, Human Resources Managers, and non-food supervisory employees shall not be regularly scheduled to perform bargaining unit work and shall not be used to perform bargaining unit work in the event of a strike by the Union during the term of this Agreement.

Section 3. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members, and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following execution date of this Agreement become and remain members in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in the Union.

Section 4. The Employer shall, for the term of this Agreement, deduct initiation fees, Union dues, and any other deductions that are uniformly applied, from each pay period of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. The Employer shall remit all deductions promptly to the Union.

Section 5. An Employer may establish specialty shops operated by other employers on a store-by-store basis only with the consent of the Union, with the understanding that none of the employees covered by this Agreement will be adversely affected in any way by such changes.

ARTICLE II Management Rights

In addition to the management rights specified elsewhere in the Agreement, the management of the business and the direction of the work force, including, but not limited to, the right to plan, direct, and control store operations; to establish merchandising and pricing policies; to hire, suspend, or discharge for just cause; to assign and allocate work; to transfer employees because of lack of work or for other legitimate reasons; to study or introduce new or improved methods or facilities; to establish and maintain reasonable rules and regulations covering the operation of the store; and to carry out the ordinary and customary functions of management are vested exclusively in the Employer, except to the extent modified by this Agreement, and provided further, that the Employer shall not exercise such rights in an arbitrary or capricious manner.

ARTICLE III Hours

Section 1(a). The regular workweek for full-time employees hired before September 11, 1984, shall consist of forty (40) hours in any five (5) days, Monday through Saturday. Provided, that in a holiday week, the regular workweek for such full-time employees shall consist of thirty-two (32) hours in any four (4) days, excluding the holiday, Monday through Saturday. Provided further, that although part-time employees hired before September 11, 1984, have no regular workweek, as such, they shall not regularly work on more than five (5) days in an ordinary workweek and four (4) days in a holiday workweek, Monday through Saturday, unless otherwise agreed to between the Employer and the Union.

Section 1(b). The regular workweek for full-time employees hired on or after September 11, 1984, shall consist of forty (40) hours in any five (5) days, Monday through Sunday. Provided, that in a holiday week, the regular workweek for such full-time employees shall consist of thirty-two (32) hours in any four (4) days, Monday through Sunday. Provided further, that although part-time employees hired on or after September 11, 1984, have no regular workweek, as such, they shall not regularly work on more than five (5) days in an ordinary workweek and four (4) days in a holiday workweek, Monday through Sunday, unless otherwise agreed to between the Employer and the Union.

Section 1(c). During weeks other than holiday weeks, an optional workweek of four (4) ten (10) hour days may be utilized with the following terms:

1. This optional workweek must be mutually agreeable between the Employer and the employee;
2. Employees working this optional workweek shall be scheduled at least forty (40) hours per week;
3. The optional workweek shall be offered in order of seniority within classification among employees who have the ability to perform the work;
4. The optional workweek shall be scheduled in accordance with the Sunday work and basic workweek sections contained in Article III of this Agreement;
5. Sunday work shall be paid at the appropriate Sunday rate;
6. All work over ten (10) hours per day shall be paid for at the rate of time and one-half (1 1/2) the straight-time rate of pay;
7. Employees working ten (10) hour shifts shall receive a fifteen (15) minute rest period during the first half of the shift, and a twenty (20) minute rest period during the second half of the shift;
8. There shall be no night hours restriction among those employees electing this option.

Section 1(d). For stores in which Sundays are rotated among volunteers as provided in Sections 2(a) and 2(b) of this Article, scheduling of employees on Sundays for shifts in excess of eight (8) hours under this Section shall not be used to reduce the hours worked on Sundays by employees who elect to be included in the Sunday rotation under Sections 2(a) and 2(b).

Section 2(a). Employees hired before September 11, 1984, shall be paid at time and one-half (1 1/2 times regular rate of pay) for Sunday and holiday work, but Sundays and holidays shall be outside their regular workweek.

Section 2(b). For those stores open on Sundays and holidays prior to September 11, 1984, employees hired on or after September 11, 1984, shall be paid at their straight-time rate of pay. In addition, all such employees, except Part-time Grocery Clerks (High School Level) and Utility Clerks, shall receive a premium of fifty cents (\$.50) per hour for Sunday work and a premium of one dollar (\$1.00) per hour for holiday work. The current rotational scheduling procedure shall be continued for employees hired before September 11, 1984.

Section 2(c). For those stores open on Sundays and holidays after September 11, 1984, employees hired on or after September 11, 1984 shall be paid at their straight-time rate of pay. In addition, all such employees, except Part-time Grocery Clerks (High School Level) and Utility Clerks, shall receive a premium of fifty cents (\$.50) per hour for Sunday work and a premium of one dollar (\$1.00) per hour for holiday work, and Sundays and holidays will be scheduled as part of the workweek, and those employees must work Sundays and holidays if scheduled. Hours worked on Sundays and holidays by such employees in such stores cannot be claimed by employees hired prior to September 11, 1984 (or by any employee who would receive time and one-half [1 1/2 times regular rate of pay] for such work).

Section 2(d). Part-time Grocery Clerks (High School Level) and Utility Clerks shall receive a premium of fifty cents (\$.50) per hour for work performed on the legal holidays listed in Article VIII, Section 1.

Section 2(e). Nothing in this Section shall be interpreted to exclude the counting of Sunday hours for any of the following purposes:

1. The maximum hours to be worked by Utility Clerks;
2. The hours counted for determining health and welfare contributions;
3. The hours counted for pension contribution purposes;
4. Hours accumulated for establishing rates of pay; and
5. Hours counted for vacation pay.

Section 3. The following terms (in this Section) shall apply only to employees hired before September 11, 1984.

1. Nights are all times after 6:00 P.M and before 6:00 A.M.
2. This Section does not apply to night stockers or Union Stewards.
3. Employees shall not be required to work more than two (2) nights per week. However, the Employer will not schedule a more senior employee a night if a less senior employee (including employees hired on or after September 11, 1984) is not scheduled to work a night.

Section 4(a). Except as provided in subsections 4(b) and 4(c) below, all employees shall be paid time and one-half (1 1/2 times regular rate of pay) in the following instances:

1. For all hours worked in excess of forty (40) in one (1) regular workweek.
2. For all hours worked in excess of thirty-two (32) in one (1) holiday workweek (except as provided in Article VIII, Holidays, Section 1).
3. For all hours worked in excess of eight (8) hours in one (1) day.

Section 4(b). Employees who are classified as Utility Clerks, Porters, Part-time Grocery Clerks and Part-time Grocery Clerks (High School Level) may be scheduled and/or work up to ten (10) hours per shift, with consideration of the employees' availability, at their straight time rates of pay (plus Sunday or holiday premiums if applicable).

Section 4(c). Employees in classifications other than those listed in subsection 4(b) above may volunteer to be scheduled and/or work up to ten (10) hours per shift at their straight-time rates of pay (plus the fifty cents [\$.50] premium for Sundays and the one dollar [\$1.00] premium for holidays if applicable).

Section 4(d). Time and one-half (1 1/2 times regular rate of pay) shall be paid to employees working a sixth (6th) day in their appropriate basic workweek if such work is involuntary and required by management.

Section 5. When the Employer finds it necessary to assign overtime at premium pay hours, they shall be offered in order of seniority to available on-the-job employees within the classification who are qualified to perform such work.

Section 6. In no event shall more than one (1) overtime payment be made for any period of time. A premium payment and an overtime

payment shall not be paid for the same period, but the greater of either the premium payment or overtime payment shall be paid. Overtime payments shall always be computed on the regular rate of pay. The provisions of this paragraph shall prevail over the terms and/or construction of any other part of this Agreement.

Section 7(a). Employees shall receive a fifteen (15) minute paid rest period for each half day worked, not to exceed two (2) rest periods per day. Employees working six (6) hours or less in one (1) day shall be entitled to one (1) fifteen (15) minute rest period. Insofar as practicable, the first employees within each classification to report for work will be the first to receive rest periods and, to the extent reasonably permitted by operational requirements, employees will work at least one (1) hour and fifteen (15) minutes before being scheduled for a rest period. An employee shall not exceed fifteen (15) minutes allowed for the rest period and shall return to his or her duties within the time allowed.

Section 7(b). Employees scheduled to work nine (9) or more hours in a day shall receive a fifteen (15) minute rest period during the first half of the shift, and a twenty (20) minute rest period during the second half of the shift.

Section 8. A lunch period, without pay, shall be scheduled by the Employer as near as possible to the middle of the shift for any employee who works in excess of six (6) hours. Those employees working six (6) hours or less shall not be required to take a lunch period. Lunch periods shall be of one (1) hour duration. However, by mutual agreement between the Employer and employee, it may be of shorter duration or eliminated. Night stockers shall not receive a meal period unless authorized by the store manager.

Section 9. Except in emergency situations, all employees will be given at least ten (10) hours off between work shifts. An "emergency situation", as used in this Section, is a very serious and unusual kind of operating problem which creates a serious need for manpower. If, as a result of a scheduling error, an employee is involuntarily scheduled with less than ten (10) hours off between shifts, the employee may have the schedule adjusted to provide for such time off with no loss of hours.

Section 10(a). All required meetings including meetings for training shall be paid for as time worked.

Section 10(b). When the employee is required to travel from one (1) store to another or to attend a meeting in a different location other than his/her store during his/her basic workday, the time spent traveling shall be considered as time worked.

Section 11. There shall be no split shift and all time worked in any one (1) day shall run continuously from an employee's starting time to an employee's quitting time, except for lunch and rest periods as provided for in the Agreement.

Section 12(a). Part-time employees shall be scheduled for not less than fourteen (14) hours' work per week, except those called in only on Saturday or Sunday shall be scheduled for not less than six (6) hours' work, or in the alternative, receive less than six (6) hours' pay.

Section 12(b). An employee scheduled to work on any given day during the workweek, or who is requested to report for work and does so on a day not scheduled for work, shall receive a minimum of four (4) hours' work or four (4) hours' pay at the applicable hourly rate in lieu thereof, provided that for employees who are minors, the minimum shall be three (3) hours.

Section 12(c). The hours minimums provided in this Section shall not apply to employees who choose to work a reduced schedule, or who are not available to work additional hours, or part-time night crew.

Section 13. Each store will post a work schedule, in ink, by 1:30 P.M. each Friday for the following week with all employees (including anyone on layoff) listed according to seniority showing starting times, quitting times, and the total number of hours scheduled for the week. Each employee must make known any errors in the schedule by noon on Saturday. Employees not working on Friday or Saturday may call during hours the store is open for business to get their schedule. The work schedule will not be changed after posting, except in cases beyond the control of the Employer, such as strikes by other unions, Acts of God, or absenteeism. Upon request, the union representative will be furnished a copy of the schedule, and all old schedules shall be maintained in the store for a period of two (2) months.

Section 14. To the extent consistent with efficient store operations, days off for employees regularly scheduled five (5) days per week who regularly work thirty-two (32) or more hours per week shall be scheduled by the Employer and will not be changed from week to week unless necessitated by sickness, vacations, holidays, or emergencies beyond the control of the Employer.

Section 15(a). It is agreed that the Employer will be permitted to employ such part-time employees as the Employer may require for the efficient operation of the store, however, part-time employees shall be scheduled for available hours up to and including eight (8) hours per day or forty (40) hours per week, in accordance with seniority and ability, within each individual store. Employees may claim any or all portions of a less senior employee's schedule up to eight (8) hours in a day or forty (40) hours in a week, exclusive of time and one-half hours. Available hours must be claimed to the Store Manager by noon on Saturday following the posting of the

work schedule or the employee forfeits the right to such hours. The scheduling and claiming of available hours will not supersede the minimum guarantee clauses contained in Article III, Section 12. Employees who are available to work only certain hours due to other commitments shall not cause a reduction in hours for other employees when such commitments no longer interfere with their availability; they will have the right to additional hours, in accordance with seniority, when such additional hours are available. To the extent practicable, there shall be a lapse of two (2) hours between the quitting time of one part-time employee and the starting time of another part-time employee who is engaged in the same type of work, unless the first part-time employee is not available for further work. The scheduling or claiming of available hours may not cause an employee to work a split shift.

Section 15(b). The hours of an Assistant Head Cashier shall be protected from available hours claims to the maximum of sixteen (16) hours' work in the office and sixteen (16) hours' on the register. All other hours in excess of thirty-two (32) shall be on the basis of seniority in accordance with Paragraph (a) above. Provided, that there shall be no more than three (3) Assistant Head Cashiers per store whose hours are entitled to the protection provided in this Section, and provided further, that those stores with more than three (3) Assistant Head Cashiers shall be reduced to the limit by attrition in that any Assistant Head Cashier above the limit who terminates their employment or is transferred or reclassified shall not be replaced.

Section 15(c). Employees who have prior commitments and are unable to work any and all assigned schedules shall put such commitment into writing for both the Employer and the Union, and such information shall, upon request, be made available to the Union.

Section 15(d). Learn and Earn Program - Employees who wish to attend an institution of higher learning or a trade school and are unable to work any and all assigned schedules shall put such commitment into writing for both the Employer and the Union, and such information shall, upon request, be made available to the Union. Employees who are available to work only certain hours due to other commitments shall not cause a reduction in hours for other employees when such commitments no longer interfere with their availability; they will have the right to additional hours, in accordance with seniority, when such additional hours are available.

The Employer shall approve or disapprove such schedule restrictions based on the needs of the operation, provided that the requests will not be unreasonably withheld.

The parties agree that the granting or denial of educational schedule restrictions will be on a case-by-case basis and shall not set a precedent in the determination of requests by other employees.

Section 16(a). All employees must punch a time clock or sign a time card, and such work-time records must remain in the card rack until after the employees depart for the day (including Saturday).

Section 16(b). Where computerized time recording is introduced, it shall be permitted as an exception to the time card provisions, provided that the store manager (or acting manager) shall upon request promptly provide the store's Union Representative or Steward with a hard copy of information that is comparable to that which could have been obtained from the time cards.

Section 16(c). The Employer agrees that there shall be no "free" or "time-off-the-clock" work under this Agreement.

Section 17. When an employee loses time from his or her schedule in any week due to an emergency caused by a civil or natural disturbance, any arrangement which may be worked out between the Union and Employer to make up all or part of such lost time shall be valid under this Agreement. When work is offered to an employee under such arrangement, he or she may accept such work or reject it and lose the time.

Section 18. Any employee who has to appear in court for the Employer for any reason shall be paid for such time. If the court appearance is on the regular day off of an employee who regularly works five (5) days per week, the employee shall be paid at the rate of time and one-half (1 ½ times regular rate of pay).

ARTICLE IV Working Conditions

Section 1. Head Cashiers and all other Cashiers shall do all book work on Company premises.

Section 2. No employee shall be required to work in two (2) stores in the same day, except in case of permanent transfer, emergency, or mutual consent between the Employer and employee.

Section 3(a). All employees normally scheduled for thirty-two (32) hours or more per week shall be given one (1) week's notice or one (1) week's pay in lieu of notice in the event of a layoff.

Section 3(b). The Employer shall give employees of a store to be closed two (2) week notice of a store closing, and the Union shall receive such notification in advance of the employees, except in the event of an emergency closing or where the Employer lacked knowledge in sufficient time to give such notice.

Section 4. The Employer shall continue its past practice on providing employees with work apparel and will provide rain gear for employees who perform carry-out service.

Section 5. The Employer may require employees to initial Employer policy and rules to verify that those policies and rules have been read and that the employees are familiar with their contents. Employer policies and rules which employees are required to initial shall be posted in each store and furnished to the Union upon request.

Section 6(a). The Union shall furnish the Employer orientation kits to be distributed to newly hired and rehired employees. All completed forms filled out by new or rehired employees will be forwarded by the Employer to the Union Office immediately upon hire. Such forms are self-addressed, and postage paid by the Union.

Section 6(b). The Employer shall submit to the Union a list of employee terminations, leaves of absence, and permanent transfers with each monthly dues report.

Section 6(c). In January and July of every year, each Employer shall supply the Union with store seniority lists of all employees by classification. In addition, upon request by the Union (not more than semi-annually), a company-wide seniority list is to be provided which shall include name, date of hire, store, and classification.

Section 7. Union Representatives shall be allowed to enter stores to conduct Union business when the store is open for business or when outside salesmen are in the store.

Section 8(a). The Employer recognizes the right of the Union to select a Steward at each store to represent the employees on grievances concerning the interpretation or application of this Agreement. Union Stewards shall be allowed a reasonable amount of time to perform this function during their regular working hours.

Section 8(b). The Union Steward shall be considered to have the longest seniority for purposes of layoff or in the reduction of scheduled hours.

Section 8(c). Providing there is no disruption of the Employer's operations of business, Union Stewards shall be scheduled for the night off to attend Stewards meetings and the regular area meeting.

Section 8(d). Union Stewards who work the day shift shall have the right to be scheduled the first available shift within their classification within their store.

Section 8(e). No Union Steward shall be transferred, except for incompetency, unless such transfer is agreed to by the Steward or the Union.

Section 8(f). In stores with more than seventy-five (75) employees in the bargaining unit, the Union may appoint one (1) Assistant Steward to act as Steward when the Union Steward is not working. Such assistant shall not be subject to paragraph (b), (d) and (e) of this Section.

Section 8(g). The Employer will pay annually up to one (1) day's pay for one Union Steward per store to attend the Local Union's Annual Union Steward Seminar(s).

Section 9. All stores shall provide bulletin board space for Official Union notices signed and approved by an Officer or Union Representative of the Union.

Section 10. The Union and the Employer agree that in the hiring or employment of employees there shall be no discrimination against an employee or against any applicant for employment because of race, sex, creed, national origin, age, or disability. It is also agreed that there shall be no discrimination against any employees who exercise their right to aid and assist the Union or make claims under this Agreement.

Section 11(a). No employee shall be disciplined or discharged without just cause.

Section 11(b). Employees shall have the right to have their Union Steward or Union Representative present during any disciplinary meeting, provided they are available.

Section 12. An employee may agree but shall not be required to take a lie detector test or to be the subject of the psychological stress evaluator or similar device whatsoever.

Section 13(a). There shall be no stocking of shelves or handling of stock by any outside salesmen or deliverymen except for bakery products, drug products, candy products, soft drinks, magazines, spices, hosiery, greeting cards, bulk non-traditional brand gourmet specialty whole coffee beans that are exclusively

displayed in bins for customer purchase by the weight, houseware items supplied by an outside vendor and merchandised on j hooks, natural and organic foods, specialty foods, specialty ice cream and frozen pizzas. Houseware products received into the store(s) through a warehouse facility are to be stocked by a member of the bargaining unit. Provided, however, that this prohibition shall not apply to the opening of a new or remodeled store, and, in addition, during the opening of a new or remodeled store, outside salesmen or deliverymen may not perform bagging work unless the store's regular employees are unable to perform all such work. It is further understood that the rotation of merchandise, taking inventory, or ordering shall not be considered stocking, and that the Employer may use outside contractors to clean the store sales floor, restrooms, and break areas. Non-food employees will not have their hours reduced as a result of this Section. Furthermore, the Joint Standing Committee shall have the right to impose a financial penalty on any Company found guilty by the Joint Standing Committee of repeated violations of outside vendor work rules, and in all such cases of repeated violation the financial penalty shall be based upon the hours actually worked by the outside vendor.

Section 13(b). Merchandise resets may be performed by outside salesmen, but merchandise not previously stocked may not be added by outside salesmen. During major resets by outside salesmen, the Union steward shall be present and if the steward is not available, the senior clerk or cashier on duty shall be present.

Section 13(c). If it comes to the attention of an Employer that vendors are stocking on a regular basis a type of merchandise at a competing store not covered by this Agreement, the Employer may notify the Union and shall provide such relevant information and documents to the Union to assist the Union in its review. The parties will then meet to review the vendor stocking issue. Any vendor stocking not previously allowed by this Agreement may occur only with the consent of the Union, which consent will not be unreasonably withheld. If the Employer believes that the Union has unreasonably withheld its consent, then it shall so notify the Union in writing. The Union may grieve the Employer's decision and, at the Union's option, the matter shall be arbitrated either in the normal manner or by expedited arbitration. If the Union prevails in the arbitration, the Employer shall pay to the most senior employee not working forty (40) hours during the applicable week in the store an amount equal to the employee's regular straight time rate of pay for the number of hours worked by the outside vendor. If this would result in the employee receiving more than forty (40) hours' pay, then the hours in excess of forty (40) will be paid to the next senior employee not working forty (40) hours that week in the same store, and this process shall continue until all outside vendor hours which are subject to the arbitrator's award are accounted for on a week-by-week basis.

Section 14. Technological Change(s) - In the event the Employer introduces major technological changes, which would have a direct material impact affecting bargaining unit work, three (3) weeks advance notice of such change

will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such change(s) before putting such change(s) into effect. In any discussion that is forthcoming as a result of technological change(s), both parties are agreed that they will make every effort to arrive at a mutually agreeable decision with regard to those full-time employees of the bargaining unit and on the payroll as of the day of October 15, 1993, who may become displaced as a direct result of the technological change(s).

Section 15. If an employee is injured on the job and requires medical attention and is ordered not to return to work by the attending physician, the employee shall be paid for his or her scheduled hours that day.

Section 16. When the Employer needs additional employees, the Employer shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

Section 17. The Union agrees to furnish to the Employer at least one (1) Union Store Card for each of the Employer's stores covered by the Agreement, to be displayed on the premises in a conspicuous place. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

Section 18. The Employer shall for the term of this Agreement deduct an annual voluntary contribution to the Union's Active Ballot Club from the first (1st) pay in the month of September for those employees who have voluntarily and individually authorized such deductions by executing and submitting a written authorization (i.e., check-off form) therefore, and all funds so deducted shall be remitted to the Union's Active Ballot Club before the end of September, provided that, where practicable, the Employer will work with the Union to deduct voluntary contributions to the Union's Active Ballot Club from each pay (with proper employee authorization), and all funds so deducted shall be remitted to the Union's Active Ballot Club at the end of each month.

Section 19. The Employer can assign the stocking of packaged frozen food products that are ready for immediate sale to either bargaining unit (grocery or meat).

ARTICLE V

Seniority

Section 1. Seniority shall be defined as the length of continuous service of an employee. For a full-time employee, seniority shall be measured within

classification on a company-wide basis (unless other areas are agreed upon between the Union and a company) and shall be measured from the employee's last date of hire. For a part-time employee, seniority shall be measured within classification on a store-wide basis and shall be measured from the employee's last date of hire.

Section 2. No rights or privileges shall be lost by any full-time employee (forty [40] hours per week for six [6] months) because of the changes in language from the 1984-1987 Agreement to the language in this Seniority Article.

Section 3. All new employees shall be on probation for sixty (60) days, and the Employer shall have exclusive control over such probationary employees, including, but not limited to, the right to discipline or discharge.

Section 4. In regard to layoffs and recalls (reinstatement after layoff), an employee's classification seniority shall be considered along with his or her experience and ability to perform the available work, and if all other considerations are reasonably equal, seniority shall be the controlling factor. Provided, that notwithstanding anything to the contrary in this Article, temporary layoffs (i.e., not longer than one [1] week) shall be on a store-wide basis.

Section 5(a). An employee who normally works thirty-four (34) hours or more per week who suffers a substantial reduction in his or her normal weekly schedule for an extended period of time shall have the right to transfer to another store to displace the least senior employee who is working thirty-four (34) hours or more per week.

Section 5(b). For purposes of this Section, the following definitions shall apply:

1. An employee's normal weekly schedule shall be the hours scheduled during the previous eight (8) weeks, but excluding additional hours that resulted from vacations, illnesses, holidays, new store openings, and similar circumstances that would temporarily inflate an employee's schedule.
2. Substantial reductions are reductions of ten (10) hours or more of a normal weekly schedule.
3. An extended period shall be any period of six (6) weeks or more.

Section 5(c). No right to transfer may arise under this Section until the affected employee submits to the Employer a written request for such transfer and in order to transfer, the employee must be qualified to perform the work within the job classification of the job requested.

Section 5(d). If a mistake is made in the implementation of this Section, the Employer shall not be liable for any back pay if the mistake is corrected within two (2) days after receiving notification from the Union of the mistake.

Section 6. Employees may be transferred for the business needs of the Employer, but the Employer shall make no transfers that are discriminatory, punitive, or arbitrary. When an employee is transferred to a different store, the Employer shall be required to make an effort to assign the employee to a store that is close to his or her home.

Section 7. In cases of temporary transfers for the benefit of the Employer which involve additional transportation costs, the employee shall be reimbursed for the additional expenses at a rate prescribed by the Internal Revenue Service.

Section 8. Seniority shall be terminated or broken for the following reasons:

1. Voluntary quit;
2. Discharge for cause;
3. Layoff exceeding twelve (12) consecutive months;
4. Failure to report for work within three (3) days after receipt of a written recall notice;
5. Reduction from full-time to part-time status for more than one (1) year (but such an employee's part-time seniority shall be measured from his or her last date of hire); and
6. On leave of absence for more than two (2) years.

Section 9(a). When it becomes necessary to close one or more stores, the following bumping procedure will be used for full-time employees:

1. The most senior full-time employee in each classification in the closed store will bump the least senior full-time employee in that classification in the bargaining unit (chain-wide);
2. The next most senior full-time employee in the closed store will then bump the least senior full-time employee in the same classification chain-wide, and the process will be repeated until all

of the full-time employees in the closed store have bumped out, or until the remaining full-time employee or employees within a classification in the closed store is or are the least senior employee or employees chain-wide;

3. The least senior employees who are bumped, and the least senior employees (if any) who remain in the closed store, will be laid off and paid severance pay in the amounts provided in Article IX, Section 23(a).

Section 9(b). For the purposes of this provision, full-time employees shall be those employees who are entitled to forty (40) hours of vacation pay per week in the calendar year in which the closure is announced. In addition, the roster of full-time employees in a closed store and the least senior full-time employees to be bumped shall be determined as of the date the closure is announced to the Union under the terms of the Agreement.

Section 10. In regard to promotions, the Employer has the right to make the final decision after giving due consideration to seniority.

Section 11. To the maximum extent consistent with efficient store operations, employees shall have the right to exercise their seniority to claim a preferred weekly work schedule within their classification and within the store they work, so long as the employee has the ability to perform the necessary work.

Section 12. When a store closure causes a department head to be displaced, one of the following procedures shall be followed:

1. The displaced department head will "bump" the least senior department head within the same department head classification within the appropriate geographic area, as determined by the Employer and the Union; or
2. The displaced department head will "bump" the least senior department head within the same department head classification on a company-wide basis; or
3. The displaced department head shall wait for a new opening in an appropriate store, as determined by the Employer and the Union, and shall retain full department head classification seniority when re-promoted to his or her department head job.

Section 13. Any employee assigned to a job within the Company not under any Union jurisdiction shall maintain his or her seniority within the bargaining

unit for a maximum probationary period up to one (1) year from the date of assignment. During the probationary period, the employee shall maintain membership in the Union. The Company will continue contributions into United Food & Commercial Workers Union-Employer Health and Welfare Fund and to the UFCW Local 880 Retail Food Employers Joint Pension Fund during this period. Within this period, the Company or the employee may request return to the employee's former classification. The Company will notify the Union when the probationary period ends, but may terminate it at any time during the year. The one (1) year period can be extended by mutual agreement between the Employer and the Union.

Section 14. All employees, full-time and part-time shall be given one (1) week's notice, or one (1) week's pay in lieu thereof, in case of long-term indefinite layoff or discharge, except when the termination is based on dishonesty, insubordination, or intoxication.

Section 15. In the event of a store closure, part-time employees working in that store may exercise their seniority to replace the least senior part-time employee in their classification in another store within the appropriate geographic area, as determined by mutual agreement between the Employer and the Union.

Section 16(a). An employee may be transferred between the Cleveland Food Industry Committee and Akron-Canton Food Industry Committee Grocery collective bargaining units of the same Employer with the mutual agreement of the Employer, the Union and the employee. Such an employee shall acquire a seniority date beginning with his or her first (1st) day of work in the unit to which transferred. To the extent that the transferred employee's new seniority date permits him or her to be regularly employed for a period of three (3) calendar months, his or her seniority shall be changed to include seniority in the unit transferred from. Such an employee shall maintain seniority in the bargaining unit transferred from until the transfer becomes permanent at the end of three (3) calendar months.

Section 16(b). The Employer and Union shall meet and decide which health and welfare and pension fund the transferred employee shall be covered by, consistent with the best interests of the employee, and the practical concerns of the Union, Employer and the Funds.

Section 17. In the event of a long-term layoff of employees in a particular classification, the Employer will work with the Union in an effort to reach an agreement to provide laid-off employees the opportunity to fill vacant positions for which they are qualified.

ARTICLE VI

Vacations

Section 1. Employees shall be entitled to vacations with pay based on the following schedule of continuous service:

FULL YEARS OF CONTINUOUS SERVICE	WEEKS OF VACATION
1	1
3	2
10	3
15	4
20	5

Employees who were entitled to a certain number of vacation weeks for calendar year 2006 will continue to receive that number of weeks unless and until they become entitled to an additional week under the above schedule. Employees receiving six (6) weeks of vacation in 2006 will continue to receive six (6) weeks of vacation.

Section 2. The Employer may require employees, on the basis of inverse seniority, with five (5) or more weeks of vacation to take at least one (1) of those weeks prior to April 30 of each year.

Section 3(a). An employee becomes eligible for vacation pay on his or her anniversary date, but after an employee completes one (1) full year of service, the employee may thereafter take his or her vacation with pay after January 1 of each year, so long as he or she actually performs some work after January 2 before taking vacation. Provided, that if an employee is terminated prior to taking his or her vacation, the employee shall receive his or her vacation pay only if he or she has passed his or her anniversary date. Provided further that if an employee is terminated due to the closing of a store, the employee shall also receive vacation pay prorated from his or her anniversary date to the date of termination.

Section 3(b). In the event an employee dies, any or all vacation which he/she has earned shall be compensated to his/her estate.

Section 3(c). Any employee shall forfeit his or her right to any unused vacation pay if discharged for just cause.

Section 4. If a holiday falls within the scheduled vacation period of an employee, he or she shall receive an additional day off with pay.

Section 5. The Employer shall pay vacation pay in advance of the vacation.

Section 6(a). Employees who average thirty-seven (37) or more hours per week during a vacation year shall be paid forty (40) hours for each week of vacation. Leaving work due to slow business conditions before the end of a shift by mutual agreement between the Manager and employee shall not reduce vacation entitlement.

Section 6(b). Vacation pay for employees who average less than thirty-seven (37) hours per week during a vacation year shall be calculated by multiplying the hourly rate of an employee at the time they take their vacation by the average hours per week they were paid in the vacation year. The vacation year is defined as being the twelve (12) month period between the anniversaries of the employee's hiring date (for first year employees), or the calendar year, whichever is applicable. The average hours per week paid during a vacation year shall be determined by dividing the number of hours paid during the vacation year by fifty-two (52).

Section 6(c). When a full-time employee's vacation pay is reduced due to long-term illness in the preceding calendar year, the amount of vacation time to be taken off from work during the following calendar year will be reduced to the nearest number of whole vacation weeks which his or her pay represents. By mutual agreement between the employee and the Employer, or where needed due to medical conditions, the vacation time will not be reduced. This subsection applies only to the time taken off from work, and shall have no effect upon the amount of vacation pay to be received. Partial weeks of vacation pay remaining will also be paid in advance of the vacation.

Section 6(d). In the calculation of vacation pay, the first three (3) months of work missed due to an injury which occurs while an employee is at work shall be credited as time worked at the number of hours per week the employee averaged in the three (3) months preceding the date of the injury.

Section 7. The Employer shall reasonably determine the vacation periods available and the number of employees who can be on vacation at any one time. The Employer shall establish a reasonable procedure for employees to select vacation periods by seniority and the vacation schedule must be posted by March 1 of each year. Once a vacation schedule is posted, it will not be changed without the mutual consent of the Employer and the employee. Vacations must be scheduled in the calendar year, except that, where necessary, vacation which falls due in the twelfth (12th) or thirteenth (13th) periods may be carried over to the first (1st) period of the next year; no employee may be required to take pay in lieu of vacation, but may do so by mutual agreement between the Employer and the employee. If an employee

qualifies for a one (1) week's vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, he or she may take the first week early or wait and take both weeks together.

Section 8. Employees entitled to three (3) or more weeks of vacation per year may elect, by mutual agreement, to take one or more days at a time for one of the weeks. Notice must be given by Tuesday noon of the week preceding the day or days requested. Split vacations can not be taken within ten (10) consecutive calendar days preceding a legal holiday, or five (5) consecutive calendar days following a legal holiday. It is understood that the Employer may refuse such requests for any operational reasons and may impose a limit of one (1) employee per week per classification for each store by date of request and seniority (when the requests are submitted at the same time). Any leftover days of split vacation weeks not taken by November 1st will be scheduled at the discretion of the Employer prior to March 1st of the following year.

Section 9. Employees on National Guard or Military Reserve Duty shall not be required to take vacation at that time.

Section 10. In the event an employee has his or her vacation preapproved at least two (2) weeks in advance of his or her vacation and the employee's vacation check is not made available in advance of the vacation, a cash advancement, which approximates the net amount owed, shall be given to the employee at the store, provided the employee signs a payroll deduction authorization acknowledging receipt of the payment. The Employer shall recoup the advancement from the employee's vacation check or subsequent payroll checks, as needed.

ARTICLE VII

Leaves Of Absence

Section 1(a). In the event of the death of a regular full-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or any other relative residing with the employee, the employee shall be allowed a maximum of three (3) days' leave with pay, ending with the date of the funeral, and the employee shall receive funeral pay for any of such days which the employee was regularly scheduled to work. However, if the funeral is two hundred (200) miles or more from the employee's home, an additional day of leave with pay shall be allowed. Furthermore, if a recognized holiday falls during the period of an employee's funeral leave, an additional day of leave with pay shall be allowed. In addition, in the event of the death of a regular full-time employee's brother-in-law or sister-in-law, the employee shall be allowed off on the day of the funeral, and he or she shall receive full pay for such day if he or she was regularly scheduled to work on such

day. Provided, that no employee shall be paid more than a full week's pay because of a funeral leave, and an employee must attend the funeral or devote time to same to be eligible for funeral leave (or pay).

Section 1(b). In the event of the death of a part-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or any other relative residing with the employee, the employee shall be granted a leave of absence on the day of the death and the day of the funeral and shall be paid for all hours scheduled to work on those days if the employee attends the funeral.

Section 2. A full-time employee serving on jury duty shall be compensated by the Employer for the difference between regular pay and jury duty pay for absences from scheduled working hours necessarily caused by the jury duty. Furthermore, jury duty pay shall be subject to the following conditions:

1. A full-time employee shall receive jury duty pay when he or she is on jury duty on his or her regularly scheduled day(s) off, but such jury duty service shall not be considered as hours worked.
2. A full-time employee must report for work on any scheduled working day that he or she is released from jury duty the day before or the morning of the scheduled working day.
3. A full-time employee must present the Employer with an official voucher showing the amount of jury pay received.
4. A full-time employee shall receive no jury duty pay when he or she is on Federal Grand Jury Service in excess of sixty (60) days.
5. If a full-time employee is on jury duty, the Employer shall have the option of either scheduling the employee for work on Saturday or altering the employee's schedule so that he or she will not be scheduled to work on Saturday. If the Employer elects to schedule the employee for work on Saturday, the employee then has the option of not working the Saturday so long as he or she notifies the Employer of his or her preference by the preceding Thursday.
6. If a full-time employee is on jury duty, and the Employer elects to schedule the employee for work on Saturday, the employee shall be paid at the rate of time and one-half (1 1/2 times regular rate of pay) for all hours worked.

Section 3. A regular part-time employee serving on jury duty shall be compensated by the Employer for the difference between regular pay and jury duty pay for absences from scheduled working hours necessarily caused by the jury duty. Furthermore, jury duty pay for part-time employees shall be subject to the following conditions:

1. A part-time employee must report for work on any scheduled working day that he or she is released from jury duty the day before or the morning of the scheduled working day.
2. A part-time employee must present the Employer with an official voucher showing the amount of jury duty pay received.
3. A part-time employee shall be entitled to jury duty pay only for the first four (4) weeks during which he or she serves on jury duty.

Section 4. In addition to leaves required by applicable laws, an employee may upon written application to the Employer be granted a leave of absence not to exceed ninety (90) days, without pay, provided such leave will not be granted or used for the purpose of working another job. Granting of such leaves are to be in writing. Personal leaves shall be granted for compelling reasons. By mutual agreement between the Employer and Union a personal leave may be extended.

Section 5. All employees shall upon written request supported by satisfactory medical confirmation be granted an extended medical leave of absence without pay for illness or injury for six (6) months, and such medical leave shall be extended, upon written request supported by satisfactory medical confirmation, for three (3) successive six (6) month periods, but in no case shall a medical leave extend beyond two (2) years. Any employee who has been on sick leave may be required, at the discretion of the Employer, to submit to and pass a physical examination before being permitted to return to work. The employee shall be responsible for maintaining the employee's current address with the Employer. If the employee fails to respond to the Employer's written request within fourteen (14) days of receipt of that request, or the request is returned to the Employer because the employee failed to maintain a current address, then the employee shall be deemed to have voluntarily resigned.

Section 6. Employees appointed or elected to a Union office or as a delegate representing the Union shall, upon written application, be given a leave of absence without pay or benefits for the term of their appointment or office not to exceed three (3) years.

Section 7. The Employer agrees to comply with all Federal and State laws regulating the re-employment of veterans.

Section 8. Employees who are members of R.O.T.C. and Military Reserve Units and who are required to participate in official military activities requiring absence from work will be granted the necessary time without pay.

Section 9. In the event that a leave of absence is not being used for the purpose for which it was granted, such employee is subject to disciplinary action up to and including discharge.

ARTICLE VIII

Holidays

Section 1. In weeks in which the following holidays occur – New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the basic holiday week shall be thirty-two (32) hours. Time worked in excess of thirty-two (32) hours shall be paid at the rate of time and one-half (1 ½ times regular rate of pay), except as provided in this Section. The Employer shall post a sign-up sheet no later than Monday of the week preceding the holiday week for volunteers to work up to forty (40) hours, and those employees will then be selected by seniority for additional hours at straight-time rates up to forty (40) hours during the holiday week. If the Employer does not receive sufficient volunteers to adequately staff the store, the Employer may require additional employees to work, to be selected by inverse seniority among qualified and available employees in each department, and those employees will be paid at straight-time rates up to forty (40) hours during the holiday week (plus holiday pay).

Section 2(a). Each full-time employee shall receive eight (8) hours' straight-time pay for each of the above holidays. If a full-time employee works forty (40) hours during the holiday week, then the employee may elect (but shall not be required) to take a day off without pay on a date mutually agreed by the employee and the Employer within one hundred twenty (120) days of the actual holiday.

Section 2(b). Each eligible part-time employee shall receive holiday pay prorated on the basis of average hours worked per week by that employee during the four (4) weeks preceding the week in which the holiday falls. The proration shall be as follows:

WEEKLY WORK

12 - 15 hours
 16 - 19 hours
 20 - 23 hours
 24 - 28 hours
 29 - 31 hours
 32 hours and over

STRAIGHT-TIME

3 hours' pay
 4 hours' pay
 5 hours' pay
 6 hours' pay
 7 hours' pay
 8 hours' pay

Section 2(c). If a holiday falls on a Sunday, the following shall apply:

1. The holiday week is the calendar week in which the holiday falls.
2. When New Year's Day and Independence Day fall on a Sunday, the following day will be the designated holiday.
3. When Christmas falls on a Sunday, the holiday will be recognized on that day.

Section 3. Provided that there is evidence to establish that major competition is to be closed on Christmas Eve after 6:00 P.M., Christmas Day and Thanksgiving Day, stores covered by this Agreement in the same competitive area shall also be closed.

Section 4. After the completion of one (1) year of service, each employee will be entitled to a seventh (7th) paid personal holiday, which shall be scheduled by mutual agreement of the Employer and the employee between January 1 and October 31 of each calendar year. An employee hired on or after October 1 and on or before December 31 shall be eligible for the seventh (7th) paid personal holiday beginning January 1 following the employee's one (1) year anniversary.

Section 5. After the completion of two (2) years of service, each employee will be entitled to an eighth (8th) paid personal holiday to be scheduled by mutual agreement of the Employer and the employee between January 1 and October 31 of each calendar year.

Section 6. A ninth (9th) paid personal holiday shall be scheduled at the discretion of the Employer during the period of January 1 through April 30. To be eligible for the ninth (9th) holiday, an employee must have completed one (1) year of service prior to the calendar year which the holiday is to be taken and must have worked beyond February 1 in that year. Employees who are absent from work and receiving sickness and accident benefits or Workers' Compensation shall be eligible if they return to work any time during the four (4) month period. Employees on other leaves of absence must return by March 1 to be eligible. If an eligible employee terminates his or her employment (for any reason) between February 1 and April 30

before receiving the ninth (9th) paid holiday, the employee shall be paid for such holiday.

For any employee hired after May 12, 2006, that employee must have completed three (3) years of service, rather than the one (1) year of service referenced above, to be eligible for the ninth (9th) paid personal holiday.

Section 7. The seventh (7th), eighth (8th), and ninth (9th) personal holidays provided above may be taken as sick days if not already taken as holidays in any calendar year. However, the seventh (7th) and eighth (8th) personal holidays may not be taken or used as personal holidays or sick days between November 1 and December 31 of any calendar year. The ninth (9th) personal holiday may only be taken as a sick day from January 1 through April 30 of any calendar year.

Section 8(a). Employees normally working five (5) days per week shall be given a day off for holidays and paid in accordance with the schedule in Section 2.

Section 8(b). Employees normally working less than five (5) days shall not be given a day off but shall be paid for holidays in accordance with the schedule in Section 2.

Section 9. An employee (full-time or part-time) is eligible for holiday pay if the following conditions are satisfied:

1. Must be employed more than thirty (30) days, and
2. Must work all scheduled hours in a holiday week, as well as on the scheduled day preceding the holiday, the holiday if scheduled, and the scheduled day following the holiday, unless absent a part thereof because of illness or injury which must be verified by submitting a physician's certificate immediately upon returning to work, and
3. Under no circumstances shall an employee be entitled to receive holiday pay if the employee performs no work during the holiday workweek, regardless of the cause of the absence, except as provided in Article VI, Vacations.
4. Personal holidays may not be taken as sick days during a holiday week except by mutual agreement or where the employee is absent because of illness or injury which must be verified at the Employer's request by a physician's certificate.

ARTICLE IX

Wages and Related Items

Section 1(a). Clerks-Cashiers Hired Before September 11, 1984.
General hourly wage increases shall be as follows:

Effective 9-14-2008	Effective 9-13-2009	Effective 9-12-2010
\$.40	\$.40	\$.35

Specifically, all Clerk Cashiers hired before September 11, 1984, who are actively employed as of October 25, 2008, shall receive a minimum increase, of forty cents (\$.40) per hour, effective September 14, 2008, and thereafter shall receive minimum increases of forty cents (\$.40) per hour effective September 13, 2009, and thirty-five cents (\$.35) per hour effective September 12, 2010.

Section 1(b). Clerks-Cashiers Hired On or After September 11, 1984 and On or Before May 12, 2006, at or above top rate. General hourly wage increases shall be as follows:

Effective 9-14-2008	Effective 9-13-2009	Effective 9-12-2010
\$.40	\$.40	\$.35

Specifically, all Clerk Cashiers hired on or after September 11, 1984 and on or before May 12, 2006, who are actively employed at or above the top rate as of October 25, 2008, shall receive a minimum increase, of forty cents (\$.40) per hour, effective September 14, 2008, and thereafter shall receive minimum increases of forty cents (\$.40) per hour effective September 13, 2009, and thirty-five cents (\$.35) per hour effective September 12, 2010.

The minimum regular hourly rate of pay shall be as follows:

Clerk-Cashiers Hired On or After 9-11-84 and On or Before 5-12-06	Effective 9-14-2008	Effective 12-27-2009	Effective 1-2-2011
0-30 calendar days	\$7.25	\$7.45	\$7.65
31 days – 3 months	\$7.50	\$7.70	\$7.90
3-9 months (520 hrs)	\$8.00	\$8.20	\$8.40
9-18 months (1560 hrs)	\$8.40	\$9.00	\$9.60
18-24 months (3120 hrs)	\$9.60	\$10.00	\$10.40
24-30 months (4160 hrs)	\$10.50	\$10.70	\$10.90
30-36 months (5200 hrs)	\$11.00	\$11.20	\$11.40
Over 36 months (6240 hrs)	\$13.45	\$13.45	\$13.45

Specifically, all Clerk-Cashiers hired on or after September 11, 1984 and on or before May 12, 2006, who are actively employed as of October 25, 2008 and who at that time have less than thirty-six (36) months of continuous service shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective September 14, 2008, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate.

Section 1(c). Clerk-Cashiers Hired After May 12, 2006, at or above top rate. General hourly wage increases shall be as follows:

Effective 9-14-2008	Effective 9-13-2009	Effective 9-12-2010
\$.40	\$.40	\$.35

Specifically, all Clerk Cashiers hired after May 12, 2006, who are actively employed at or above the top rate as of October 25, 2008, shall receive a minimum increase, of forty cents (\$.40) per hour, effective September 14, 2008, and thereafter shall receive minimum increases of forty cents (\$.40) per hour effective September 13, 2009, and thirty-five cents (\$.35) per hour effective September 12, 2010.

The minimum regular hourly rate of pay for all Clerks-Cashiers hired after May 12, 2006, shall be based on their experience of actual hours worked and shall be as follows:

Clerk-Cashiers Hired After May 12, 2006	Effective 9-14-2008	Effective 12-27-2009	Effective 1-2-2011
0 – 30 calendar days	\$7.25	\$7.45	\$7.65
31 days – 3 months	\$7.50	\$7.70	\$7.90
3-6 months (520 hrs)	\$7.75	\$7.95	\$8.15
6-9 months (1040 hrs)	\$8.00	\$8.20	\$8.40
9-12 months (1560 hrs)	\$8.40	\$8.60	\$8.80
12-15 months (2080 hrs)	\$8.80	\$9.00	\$9.20
15-18 months (2600 hrs)	\$9.20	\$9.40	\$9.60
18-21 months (3120 hrs)	\$9.60	\$9.80	\$10.00
21-24 months (3640 hrs)	\$10.00	\$10.20	\$10.40
24-30 months (4160 hrs)	\$10.50	\$10.70	\$10.90
30-36 months (5200 hrs)	\$11.00	\$11.20	\$11.40
Over 36 months (6240 hrs)	\$11.60	\$11.80	\$12.00

Specifically, all Clerk-Cashiers hired after May 12, 2006, who are actively employed as of October 25, 2008 (and who have completed their probationary period prior to that date) and who at that time have less than thirty-six (36) months of continuous service shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective September 14, 2008, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Clerk-Cashiers and all Clerk-Cashiers hired after October 25, 2008 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedule (brackets) until they reach top rate.

Part-time Grocery Clerks who are transferred to this classification will carry over their accumulated hours, up to 4160 hours, in applying this wage progression.

Section 2(a). Part-Time Grocery Clerks - Employees may be hired as Part-time Grocery Clerks to perform the work of Clerk-Cashiers. Part-time Grocery Clerks shall be scheduled to work up to forty (40) hours in holiday weeks and weeks in which the first of the month falls, and up to thirty-seven (37) hours in all other weeks. Employees in the classification will be identified as Part-time Grocery Clerks on weekly store schedules. The hours of Part-time Grocery Clerks shall be allocated by seniority so that no more senior Part-time Grocery Clerk is scheduled less hours than a less senior Part-time Grocery Clerk in the same store. Article III, Section 15(a) shall not apply to Part-time Grocery Clerks, except that their hours may be claimed by Clerk-Cashiers hired prior to October 11, 1996. No Clerk-Cashier hired prior to October 11, 1996, shall be reduced in hours or full-time status due to the hiring of Part-time Grocery Clerks. Part-time Grocery Clerks, and the hiring of Part-time Grocery Clerks will have absolutely no adverse impact on employees hired prior to October 11, 1996.

Section 2(b). Part-Time Grocery Clerks, at or above top rate.
 General hourly wage increases shall be as follows:

Effective 9-14-2008	Effective 9-13-2009	Effective 9-12-2010
\$.40	\$.25	\$.25

Specifically, all Part-time Grocery Clerks, who are actively employed at or above the top rate as of October 25, 2008, shall receive a minimum increase, of forty cents (\$.40) per hour, effective September 14, 2008, and thereafter shall receive minimum increases of twenty-five cents (\$.25) per hour effective September 13, 2009, and twenty-five cents (\$.25) per hour effective September 12, 2010.

Section 2(c). Part-Time Grocery Clerks. The minimum regular hourly rate of pay shall be based on months of service and shall be as follows:

Part-time Grocery Clerks	Effective 9-14-2008	Effective 12-27-2009	Effective 1-2-2011
0-30 calendar days	\$7.25	\$7.45	\$7.65
31 days – 3 months	\$7.40	\$7.60	\$7.80
3 – 6 months	\$7.55	\$7.75	\$7.95
6 – 9 months	\$7.65	\$7.85	\$8.05
9 – 12 months	\$7.80	\$8.00	\$8.25
12 – 15 months	\$8.00	\$8.20	\$8.40
15 – 18 months	\$8.10	\$8.35	\$8.55
18 – 21 months	\$8.40	\$8.60	\$8.80
21 – 24 months	\$8.55	\$8.75	\$8.95
24 – 30 months	\$8.70	\$8.90	\$9.10
30 – 36 months	\$8.90	\$9.10	\$9.30
Over 36 months	\$9.10	\$9.30	\$9.50

Specifically, all Part-time Grocery Clerks and Part-time Grocery Clerks (High School Level), who are actively employed as of October 25, 2008 (and who have completed their probationary period prior to that date) and who at that time have less than thirty-six (36) months of continuous service shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective September 14, 2008, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Part-time Grocery Clerks and all Part-time Grocery Clerks hired after October 25, 2008 (including those who complete their probationary period after

that date) shall progress through the contract progression wage schedule (brackets) until they reach top rate.

Section 2(d). The Employer shall promote a Part-time Grocery Clerk to regular Clerk-Cashier status whenever the number of full-time employees (40 hours in a regular week; 32 hours in a holiday week) in a store falls below twenty-five percent (25%) of the total number of employees in the store, excluding the Store Manager, any Co-Managers, and Utility Clerks. Part-time Grocery Clerks promoted to regular Clerk-Cashier status will receive full credit for all accumulated hours under the Clerk-Cashier wage progression for employees hired on or before May 12, 2006, and shall receive full credit, up to 4160 hours, for all accumulated hours under the Clerk-Cashier wage progression for employees hired after May 12, 2006. The applicable wage progression based upon date of hire shall apply.

Section 2(e). The following wage and benefit terms will apply to those employees who were hired as Students or Utility Clerks and who are later reclassified as Part-time Grocery Clerks:

1. Upon reclassification to the Part-time Grocery Clerk classification, one-half (1/2) of the time worked as a High School Student or Utility Clerk will be counted toward the employee's position in the Part-time Grocery Clerk wage progression;
2. A reclassified Utility Clerk is entitled to the appropriate Part-time Grocery Clerk Health and Welfare Plan ten (10) months after the date of hire, or three (3) months from reclassification, whichever is later;
3. For a Utility Clerk who is reclassified as Part-time Grocery Clerk and who has obtained health and welfare coverage as a Utility Clerk-as of the date of reclassification, such Utility Clerk's coverage and contributions shall continue until the employee becomes entitled to the Part-time Grocery Clerk Health and Welfare Plan under subsection (2) above;
4. For a reclassified employee for whom no pension contributions are payable as of the date of reclassification, pension contributions as a Part-time Grocery Clerk shall not begin until six (6) months from the date of hire. For a reclassified employee for whom pension contributions are payable on or prior to the date of reclassification, pension contributions shall continue to be made at the rate then in effect for the classification from which the employee was reclassified for the duration of the employee's service as a Part-time Grocery Clerk.

Section 3(a). Produce Manager - A produce department with a volume of one thousand dollars (\$1,000.00) or more per week must be operated by a Produce Manager.

Section 3(b). A Produce Manager in a self-service market is one who supervises and/or performs all of the functions of the produce department. These functions include all planning, ordering, checking, trimming, preparing for display, displaying and selling all merchandise in the department, seeing that any merchandise carried over at closing time is properly taken care of, seeing that the department is kept in a clean, attractive condition, safe from accident hazards, and seeing that all customers are given proper service.

Section 3(c). Produce Managers - General hourly wage increases shall be as follows:

Produce Managers	Effective 9-14-2008	Effective 9-13-2009	Effective 9-12-2010
	\$.50	\$.50	\$.45

Specifically, all Produce Managers shall receive minimum increases of fifty cents (\$.50) per hour effective September 14, 2008, fifty cents (\$.50) per hour effective September 13, 2009, and forty-five cents (\$.45) per hour effective September 12, 2010.

The minimum regular hourly rate of pay shall be as follows:

Produce Managers	Effective 9-14-2008
Hired Before 3-13-83	\$18.805
Hired After 3-13-83	\$17.655

Section 4(a). Assistant Manager - An Assistant Manager in a self-service market is one who understands and supervises and/or performs or is able to perform all of the functions of the Store Manager. These functions include all ordering, receiving, checking, pricing, stocking, and displaying of all merchandise, and those duties connected with the check-out operation and the bookkeeping system.

Section 4(b). Assistant Managers - General hourly wage increases shall be as follows:

Assistant Managers	Effective 9-14-2008	Effective 9-13-2009	Effective 9-12-2010
	\$.50	\$.50	\$.45

Specifically, all Assistant Managers shall receive minimum increases of fifty cents (\$.50) per hour effective September 14, 2008, fifty cents (\$.50) per hour effective September 13, 2009, and forty-five cents (\$.45) per hour effective September 12, 2010.

The minimum regular hourly rate of pay shall be as follows:

Assistant Managers	Effective 9-14-2008
Hired Before 3-13-83	\$18.805
Hired After 3-13-83	\$17.655

Section 4(c). When an Assistant Manager substitutes for a Store Manager who is on vacation, the Assistant Manager shall receive as a minimum weekly wage his or her regular forty (40) hour straight-time rate plus an additional one hundred dollars (\$100.00).

Section 5. Second Assistant Manager – A Second Assistant Manager may be appointed by the Employer where needed in some stores and where so designated, Second Assistant Managers will receive the minimum hourly rate as follows:

Second Assistant Managers	Effective 9-14-2008
	\$16.98

Specifically, all Second Assistant Managers shall receive minimum increases of fifty cents (\$.50) per hour effective September 13, 2009 and forty-five cents (\$.45) per hour effective September 12, 2010.

Section 6(a). Certified Head Cashier - A self-service market normally utilizing four (4) or more check-out registers on the busiest day of the week must classify one (1) employee as Certified Head Cashier.

Section 6(b). A Certified Head Cashier in a self-service market is one who supervises and/or performs all of the functions of the check-out operation (to the satisfaction of the Employer). These functions include the proper checking out of merchandise, handling of all money, balancing of registers, and seeing to it that all

employees involved in the check-out operation perform their duties properly and that all customers receive proper service. In addition, a Certified Head Cashier must be qualified to keep operating records and reports, perform such other bookkeeping or personnel functions that the Employer may assign, and supervise and/or perform any other duties requested by the Employer.

Section 6(c). **Certified Head Cashiers** - General hourly wage increases shall be as follows:

Certified Head Cashiers	Effective 9-14-2008	Effective 9-13-2009	Effective 9-12-2010
	\$.50	\$.50	\$.45

Specifically, all Certified Head Cashiers shall receive minimum increases of fifty cents (\$.50) per hour effective September 14, 2008, fifty cents (\$.50) per hour effective September 13, 2009, and forty-five cents (\$.45) per hour effective September 12, 2010.

The minimum regular hourly rate of pay shall be as follows:

Certified Head Cashiers	Effective 9-14-2008
Hired Before 3-13-83	\$17.245
Hired After 3-13-83	\$16.625

Section 7(a). **Assistant Head Cashier** – An employee classified as a Cashier who regularly performs the duties of a Certified Head Cashier sixteen (16) hours per week or more shall be classified as an Assistant Head Cashier. An Assistant Head Cashier shall receive an additional fifty cents (\$.50) per hour to be added to that employee's regular hourly rate as a Clerk-Cashier.

Section 7(b). Premium Pay for Hours Worked As Front-end Coordinator, Manager-in-Charge/Closer, and Assistant Produce Manager.

The Employer may assign an employee to be a classified Manager-in-Charge/Closer only in a store where the Employer has not assigned a Second Assistant Manager. The Employer may also assign for all or part of a shift an employee to be a non-classified Manager-in-Charge/Closer where the Employer has also assigned a Second Assistant Manager to that store.

The Employer may assign an employee to be a classified Assistant Produce Manager.

An Employer may assign for all or part of a shift an employee to be a non-classified Front-End Coordinator.

For all hours worked performing any of these assignments, the employee shall receive a fifty cents (\$.50) wage premium.

Section 8(a). Head Dairy Clerk - All stores which have average weekly sales of forty thousand dollars (\$40,000.00) or more shall have the dairy department operated by a Head Dairy Clerk.

Section 8(b). A Head Dairy Clerk is one who supervises and/or performs all of the functions of the dairy department and, if assigned by the Employer, the frozen department. These functions include all planning, ordering, checking, preparing for display, displaying, and selling all merchandise in the department(s), seeing that any merchandise carried over at closing time is properly taken care of, seeing that the department(s) is kept in a clean, attractive condition, safe from accident hazards, and seeing that all customers are given proper service.

Section 8(c). Head Dairy Clerks - General hourly wage increases shall be as follows:

Head Dairy Clerks	Effective 9-14-2008	Effective 9-13-2009	Effective 9-12-2010
	\$.50	\$.50	\$.45

Specifically, all Head Dairy Clerks shall receive minimum increases of fifty cents (\$.50) per hour effective September 14, 2008, fifty cents (\$.50) per hour effective September 13, 2009, and forty-five cents (\$.45) per hour effective September 12, 2010.

The minimum regular hourly rate of pay shall be as follows:

Head Dairy Clerks	Effective 9-14-2008
Hired Before 3-13-83	\$17.245
Hired After 3-13-83	\$16.625

Section 9. Head Bakery Clerks. General hourly wage increases shall be as follows:

Effective 9-14-2008	Effective 9-13-2009	Effective 9-12-2010
\$.50	\$.50	\$.45

Specifically, all Head Bakery Clerks shall receive minimum increases of fifty cents (\$.50) per hour effective September 14, 2008, fifty cents (\$.50) per hour effective September 13, 2009, and forty-five cents (\$.45) per hour effective September 12, 2010.

The minimum regular hourly rate of pay shall be as follows:

**Effective
9-14-2008**

\$12.95

Section 10(a). Bakery Clerks, at or above top rate. General hourly wage increases shall be as follows:

Effective 9-14-2008	Effective 9-13-2009	Effective 9-12-2010
\$.40	\$.25	\$.25

Specifically, all Bakery Clerks, who are actively employed at or above the top rate as of October 25, 2008, shall receive a minimum increase, of forty cents (\$.40) per hour, effective September 14, 2008, and thereafter shall receive minimum increases of twenty-five cents (\$.25) per hour effective September 13, 2009, and twenty-five cents (\$.25) per hour effective September 12, 2010.

Section 10(b). Bakery Clerks. The minimum regular hourly rate of pay shall be as follows:

Bakery Clerks	Effective 9-14-2008	Effective 12-27-2009	Effective 1-2-2011
0-30 calendar days	\$7.25	\$7.45	\$7.65
31 days – 520 hours	\$7.40	\$7.60	\$7.80
521 – 1040 hours	\$7.65	\$7.85	\$8.05
1041 – 2080 hours	\$7.80	\$8.00	\$8.25
2081 – 3120 hours	\$8.10	\$8.35	\$8.55
Over 3120 hours	\$10.70	\$10.70	\$10.70

Specifically, all Bakery Clerks, who are actively employed as of October 25, 2008 (and who have completed their probationary period prior to that date) and who at that time have less than three thousand one hundred twenty (3120) hours, shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective September 14, 2008, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Bakery Clerks and all Bakery Clerks hired after October 25, 2008 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedule (brackets) until they reach top rate.

Section 11(a). Porter - An employee classified as Porter shall perform only custodial-type duties (i.e., building service and maintenance) and is strictly prohibited from performing those duties usually performed by Clerks, except in response to a bona fide emergency.

Section 11(b). Porters, at or above top rate. General hourly wage increases shall be as follows:

Effective 9-14-2008	Effective 9-13-2009	Effective 9-12-2010
\$.40	\$.25	\$.25

Specifically, all Porters, who are actively employed at or above the top rate as of October 25, 2008, shall receive a minimum increase, of forty cents (\$.40) per hour, effective September 14, 2008, and thereafter shall receive minimum increases of twenty-five cents (\$.25) per hour effective September 13, 2009, and twenty-five cents (\$.25) per hour effective September 12, 2010.

Section 11(c). Porters - The minimum regular hourly rate of pay shall be as follows:

Porters	Effective 9-14-2008	Effective 12-27-2009	Effective 1-2-2011
0-30 calendar days	\$7.25	\$7.45	\$7.65
31 days – 12 months	\$7.80	\$8.00	\$8.25
12-24 months	\$8.55	\$8.75	\$8.95
Over 24 months	\$10.50	\$10.50	\$10.50

Specifically, all Porters, who are actively employed as of October 25, 2008 (and who have completed their probationary period prior to that date) and who at that time have less than twenty-four (24) months of continuous service shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective September 14, 2008, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Porters and all Porters hired after October 25, 2008 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedule (brackets) until they reach top rate.

Section 12(a). Utility Clerks - Employees classified as Utility Clerks shall only bag sold merchandise at the check-outs, carry out sold merchandise and work at parcel-pickups, shop for pre-ordered merchandise, stock grocery bags and supplies at the check-outs, do general custodial work, outside maintenance, clean up broken merchandise, check prices on merchandise, return perishable and non-perishable merchandise from check-out area to the proper location, collect bascarts, and handle return bottles. The first (1st) violation of this provision shall result in a written notification to the Store Manager and to appropriate personnel at the Employer's headquarters, if applicable. The second (2nd) violation within a six (6) month period starting from the date of the first (1st) violation shall result in all Utility Clerks within the store where the violation occurred being paid the top rate for the Clerk-Cashier classification for all hours worked in the week previous to the violation. Any further violations within the six (6) months period starting from the date of the first (1st) violation may result in the store losing this classification, and all employees so classified as Utility Clerks to be, at the option of the Union, reclassified as Clerk-Cashiers with full credit for all accumulated actual hours of work under the wage progression schedule.

Section 12(b). Utility Clerks shall hold separate seniority for all purposes and shall not work more than thirty-five (35) hours per week, provided however, that Utility Clerks who are age sixty-five (65) or older may work more than thirty-five (35) hours per week if the Employer and the employee so agree.

All Utility Clerks may work more than thirty-five (35) hours per week up to a maximum of forty (40) hours per week during the months of June, July and August, and during recognized holiday weeks (New Year's Day, Spring Break, Thanksgiving, and Christmas).

Section 12(c). Utility Clerks - The minimum regular hourly rate of pay for Utility Clerks shall be based on their months of service and shall be as follows:

Utility Clerks	Effective 9-14-2008	Effective 12-27-2009	Effective 1-2-2011
0-30 calendar days	\$7.25	\$7.45	\$7.65
31 days – 3 months	\$7.35	\$7.55	\$7.75
3 – 6 months	\$7.40	\$7.60	\$7.80
6 – 9 months	\$7.45	\$7.65	\$7.85
9 – 12 months	\$7.50	\$7.70	\$7.90
12 – 18 months	\$7.55	\$7.75	\$7.95
18 – 24 months	\$7.65	\$7.85	\$8.05
Over 24 months	\$7.75	\$7.95	\$8.15

Specifically, all Utility Clerks, who are actively employed at the top rate (having twenty-four [24] or more months of continuous service) as of October 25, 2008, shall receive a minimum increase of twenty-five cents (\$.25) per hour or the progression service rate, whichever is higher, effective September 14, 2008, and thereafter shall receive minimum increases of twenty-five cents (\$.25) per hour effective September 13, 2009, and twenty-five cents (\$.25) per hour effective September 12, 2010. Provided further, all Utility Clerks, who are actively employed as of October 25, 2008 (and who have completed their probationary period prior to that date) and who at that time have less than twenty-four (24) months of continuous service shall receive a minimum increase of twenty-five cents (\$.25) per hour or the progression service rate, whichever is higher, effective September 14, 2008, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Utility Clerks and all Utility Clerks hired after October 25, 2008 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedule (brackets) until they reach top rate.

Section 12(d). At the Employer's discretion, Utility Clerks may be placed in the Clerk-Cashier classification. The first thirty (30) days in such classification shall be considered a period of training, and during this training period, the employee shall receive the Clerk-Cashier starting rate of pay. The Employer is not obligated to retain an employee who does not perform the work in a satisfactory manner and may return the employee to his/her former classification and wage rate. However, if such employee does perform work in a satisfactory manner during such period of training, said employee shall receive credit for fifty percent (50%) of all hours worked with the same Employer as a Utility Clerks towards his/her progression as a Clerk-Cashier as outlined elsewhere in this Agreement, said credit not to exceed a maximum of 2080 hours. Nothing in this Paragraph or elsewhere in this Agreement shall be interpreted so as to entitle any employee to automatically progress from the Utility Clerks classification to the Clerk-Cashier classification.

Section 13(a). Non-Food Clerks, at or above top rate. General hourly wage increases shall be as follows:

Effective 9-14-2008	Effective 9-13-2009	Effective 9-12-2010
\$.40	\$.25	\$.25

Specifically, all Non-Food Clerks, who are actively employed at or above the top rate as of October 25, 2008, shall receive a minimum increase, of forty cents (\$.40) per hour, effective September 14, 2008, and thereafter shall receive minimum increases of twenty-five cents (\$.25) per hour effective September 13, 2009, and twenty-five cents (\$.25) per hour effective September 12, 2010.

Section 13(b). Non-Food Clerks shall be covered under the following wage schedule:

Non-Food Clerks	Effective 9-14-2008	Effective 12-27-2009	Effective 1-2-2011
0-30 calendar days	\$7.25	\$7.45	\$7.65
31 days – 3 months	\$7.40	\$7.60	\$7.80
3 – 9 months	\$7.65	\$7.85	\$8.05
9 – 18 months	\$8.10	\$8.35	\$8.55
18 – 24 months	\$8.55	\$8.75	\$8.95
Over 24 months	\$10.70	\$10.70	\$10.70

Specifically, all Non-Food Clerks, who are actively employed as of October 25, 2008 (and who have completed their probationary period prior to that date) and who at that time have less than twenty-four (24) months of continuous service shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective September 14, 2008, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Non-Food Clerks and all Non-Food Clerks hired after October 25, 2008 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedule (brackets) until they reach top rate.

Section 14. In each store which employs Non-Food Clerks, a Non-Food Lead Clerk shall be designated. The Non-Food Lead Clerk shall receive a premium of sixty cents (\$.60) per hour (to be added to that employee's regular hourly Non-Food Clerk rate).

Section 15. The Non-Food Clerks classification shall be subject to the following conditions:

- a. This classification and wage schedule shall apply only to employees who are hired on or after October 1, 1978, and shall have absolutely no application to any employees hired prior to that date.
- b. The duties of Non-Food Clerks shall be limited exclusively to non-foods products sold within retail food stores (e.g., general merchandise, health and beauty aids, etc.), and any employee who has work duties which cover both non-foods and food products, except a Part-time Grocery Clerk, (regardless of division) must be classified and paid under the regular classification of Clerk-Cashiers.
- c. It is the responsibility of the employer to comply with the conditions governing the Non-Food Clerks classification, and an employer which is guilty of repeated violations of those conditions shall be subject to meaningful penalties under the Industry-Union Standing Committee set forth in Article XV (including possible loss of the classification).

Section 16. For purposes of placement and/or progress under the wage progression brackets (or schedules) in Section 1 of this Article, the rate is to be determined by the number of accumulated actual hours of work as follows: forty (40) hours constitute a week and four and one-third (4 1/3) weeks constitute a month.

Section 17(a). When a Department Head's job is vacant for one (1) week, an employee must be assigned to such vacant position and paid the appropriate rate until the job vacancy is filled through the selection of a regular Department Head.

Section 17(b). Additional Department Head classifications may be formally established by mutual agreement between each individual Employer and the Union. Such agreements, if reached, would include such matters as the wage premium for the Department Head classification over regular wage rates, and separate classification seniority. It is understood that neither any individual Employer nor the Union can be required to agree to the formal establishment of additional Department Head classifications.

Section 18. An employee working between 10:00 P.M. and 6:00 A.M. who is not receiving premium pay for that work shall receive a premium of thirty-five cents (\$.35) per hour for the hours worked between 10:00 P.M. and 6:00 A.M. Provided, that for an employee designated as Night Crew Leader, in charge of work to be performed during night hours, the premium for such hours shall be sixty cents (\$.60) per hour.

Section 19. No employee shall be paid less than the rates specified in this Agreement or suffer a reduction in pay as a result of this Agreement.

Section 20. The Union shall have full authority to effect the discipline of any employee working below conditions set forth in this Agreement, including working off-the-clock. Furthermore, the Joint Standing Committee shall have the right to impose a financial penalty on any company found guilty by the Committee of repeated violations of working off-the-clock, and in all such cases of repeated violation the financial penalty shall be based upon the hours actually worked off-the-clock.

Section 21(a). The Union will be given first opportunity to refer laid-off members to the Employer for hiring, and the Employer will give full and fair consideration to the hiring of applicants referred by the Union.

Section 21(b). The Employer agrees that all new employees who have had previous comparable work experience in the retail food industry will be given credit for one-half (1/2) of such experience up to the maximum of one (1) year, irrespective of whom they have worked for, and their rates of pay shall be based in accordance with such credited experience according to the schedule set forth in this contract. Such experience shall be recognized by this Employer from and after written certification to this Employer by the Union Representative of United Food and Commercial Workers Union Local No. 880 or by previous retail food employers, providing, however, that there shall be no retroactivity in connection with this certification. However, an employee must have been engaged in the retail food business during some part of the five (5) years immediately prior to his or her employment by this Employer to be entitled to the benefits of this paragraph, and no credit will be given for any employment not shown on the application form. When the Employer hires a former employee, the Union will not be required to notify the Employer of any prior experience with that Employer.

Section 21(c). Any employee in any classification who was actively employed under the terms of this collective bargaining Agreement as of March 13, 1983, and who is later rehired or re-employed under the terms of this Agreement by the same or a different employer, shall be considered, when placed into a classification which has different wage schedules for employees hired before or after March 13, 1983, to have been hired before March 13, 1983, for the sole purpose of determining which wage schedule for that classification is applicable to that employee.

Section 22. Nothing herein shall preclude the Employer from granting, in its sole discretion or in cooperation with the Union, individual merit increases to any employee covered by this Agreement, so long as the Employer promptly notifies the Union of the amount and effective date of each such increase.

Section 23(a). Severance Pay - In the event a Company permanently closes a store and full-time employees who are entitled to forty (40) hours of vacation per week in a calendar year with at least five (5) years of continuous service are terminated as a result of the closing, those employees will be entitled to severance pay of one (1) week's regular pay for every two (2) years of service, up to a maximum of five (5) weeks' pay; and full-time employees with at least two (2) years, but less than five (5) years, of continuous service who are terminated as a result of the closing, and will be entitled to severance pay of one (1) week's pay.

Section 23(b). Severance pay shall be paid in a lump sum upon termination. An employee who is terminated and is eligible for severance pay, and accepts severance pay, forfeits his or her seniority and has no recall rights. However, an employee may elect a voluntary layoff not to exceed six (6) months. If an employee accepts layoff, the employee may at any time after a ninety (90) day period elect to take severance pay and lose seniority rights.

Section 23(c). An employee shall be disqualified for severance pay in the event the employee:

1. refuses a comparable job within the jurisdiction of the Union in accordance with employee seniority rights under Article V of this Agreement;
2. voluntarily terminates employment prior to store closing;
3. refuses comparable employment with a successor employer within thirty (30) days of store closing.

Section 24. The Employer and the Union agree to discuss the establishment of programs to utilize Internal Revenue Service Code Section 125 to allow use of pre-tax earnings for child or dependent day care, and programs to secure discounts with local day care facilities.

Section 25. Manager Trainees are defined as employees identified and selected by management to be trained for store management responsibilities, and shall be permitted the necessary flexibility to adequately prepare for store management. Hours worked by management trainees shall not affect hours worked by permanent bargaining unit employees, and the management training period for any Manager Trainees shall not extend beyond two (2) years.

Section 26. With the exception of the Meat Department Head, First Cutter and Journeymen classifications, qualified employees in one classification in either the Meat Agreement or Grocery Agreement can be assigned to perform the work

of employees in another classification on a temporary basis for the legitimate needs of the business and such reassignment is necessary for the operation of the store. Such reassignment shall not require an employee to work beyond the employee's scheduled shift.

Section 27. The Employer, in order to educate its non-store employees on store operations, can have its office personnel work in stores to be trained in store operations, upon advance notice to the Union, and for not more than two (2) weeks per participant, unless mutually extended with the consent of the Union.

Examples of when this may occur include, but are not limited to, the following:

- Provide hands-on opportunities for office employees to experience retail operations during holidays.
- Employees transferring into a new job may work at the store as part of their training and orientation to improve knowledge and understanding regarding their impact on store operations and the personnel.
- Employees involved in projects, work flow design or technology solutions that impact store operations and store personnel may work at the stores to gain insight in the spirit of optimizing results.

Only one person per store may be present under this section, unless modified with the consent of the Union.

The intent of this language is not to decrease store employee hours.

The intent of this language is to allow personnel from the Employer offices to have a brief hands-on retail experience designed to develop awareness and appreciation for the complexities associated with operating this retail business.

ARTICLE X

Health and Welfare

Section 1. The operative Health and Welfare Benefit Trust Fund (United Food & Commercial Workers Union-Employer Health and Welfare Fund), established in conformity with the laws of the State of Ohio and the Federal Government, and determined to be tax exempt under Section 501(c)(9) of the Internal Revenue Code, shall be continued and administered by the Trustees in accordance with

the terms and conditions of the applicable documents and laws. Provided, that neither the Trustees nor any other party shall do anything, officially or unofficially, directly or indirectly, that will result in employer contributions to the Fund being construed as wages under the Fair Labor Standards Act or any other Federal law or being considered by any taxing authority as wages upon which withholding tax should be deducted or Social Security contributions made.

Section 2. As specified below, employer contributions to the Fund shall be at a level high enough to maintain the level of benefits provided by the Fund as of September 1, 2008, and changes to the benefits adopted by the Trustees of the Fund after that date. These contributions shall be as follows:

- a. The Health and Welfare contribution effective November 1, 2008 shall be as follows:
 1. **Full-time Contribution for Employees Hired Before March 13, 1983:** Eight Hundred Nineteen Dollars (\$819.00) per month for each employee hired before March, 13, 1983, working one hundred forty-eight (148) hours or more in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours or more in months in which five (5) weekly pay periods end.
 2. **Full-time Contribution for Bakery Employees Hired Before March 13, 1983:** Seven Hundred Fifty-Three Dollars (\$753.00) per month for each employee hired before March 13, 1983, who works one hundred forty-eight (148) hours or more in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours or more in months in which five (5) weekly pay periods end.
 3. **Full-time Contribution for Employees Hired On or After March 13, 1983:** Six Hundred Thirty-Three Dollars (\$633.00) per month for each employee hired on or after March 13, 1983, working one hundred forty-eight (148) hours or more in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours or more in months in which five (5) weekly pay periods end.
 4. **Part-time Contribution for Employees Hired Before October 11, 1996:** Three Hundred Twenty-Seven Dollars (\$327.00) per month for each non-student employee hired prior to October 11, 1996 working less than one hundred forty eight (148) hours in months in which four (4) weekly

pay periods end or one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 6 below.

- 5. Part-time Contribution For Bakery Employees Hired Before October 11, 1996:** Three Hundred Sixty-One Dollars (\$361.00) per month for each employee hired before October 11, 1996, who works less than one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Article X, Section 6.
- 6. Part-time Contribution For Employees Hired On or After October 11, 1996:** Two Hundred Fifty Dollars (\$250.00) per month for each non-student employee hired on or after October 11, 1996 and on or before May 12, 2006, other than a Part-time Grocery Clerk, working less than one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 6 below.

Effective January 1, 2009, this contribution rate shall be Two Hundred Seventy Dollars (\$270.00), and this subsection shall apply to all part-time employees hired since October 11, 1996, other than Part-time Grocery Clerks.

7. Part-time Grocery Clerks and Part-Time Employees Hired After May 12, 2006: One Hundred Forty-One Dollars (\$141.00) per month for each Part-time Grocery Clerk or part-time employee hired after May 12, 2006 who has averaged fourteen (14) hours or more per week for the reporting period. If such employees average less than fourteen (14) hours for a reporting period, no contribution will be made, except for that employee who is absent due to illness, in which case contributions will be continued as outlined in Section 6 below. This subsection 6 sets forth the contribution rate for the specified part-time employees through February 28, 2009, and shall no longer be effective after February 28, 2009.

8. Part-time Grocery Clerks: Effective March 1, 2009, Part-time Grocery Clerks who have completed their waiting periods will have the option of selecting one of two benefit plans, and the Employer will make the contributions at the rate specified for the plan selected. As determined by the Trustees, one plan will provide basic hospitalization/major medical coverage, and the other will provide various ancillary benefits. This option will be exercised in writing, and once exercised may not be changed. If any employee does not exercise this option in writing on a timely basis, the employee will be deemed to have selected the ancillary plan, and such selection may not be changed. Provided that the employee averages fourteen (14) hours or more per week for the reporting period, except for that employee who is absent due to illness, in which case contributions will be continued as outlined in Section 6 below, the contribution rates shall be as follows:

Ancillary Plan	\$141.00
Hospitalization/ Major Medical Plan	(To be determined by Trustees)

9. Utility Clerks: Sixty-One Dollars (\$61.00) per month for each Utility Employee working fifty-six (56) hours or more in

months in which four (4) weekly pay periods end and seventy (70) hours or more in months in which five (5) weekly pay periods end.

Part-time Grocery Clerks (High School Level) and seasonal summer and holiday-period employees are not entitled to any health and welfare coverage or contribution. Provided further, that a part-time employee whose hours are temporarily inflated due to summer working schedules shall retain his or her former health and welfare status, regardless of actual hours worked during the summer months.

- b.** Contribution levels effective September 1, 2009, and September 1, 2010, shall be set by the Trustees of the Fund at a level high enough to maintain the benefits as specified in this Section, provided, however, that any increase to maintain benefits shall not exceed twelve percent (12%) on September 1, 2009 and shall not exceed eight percent (8%) on September 1, 2010, provided, however, that to the extent the increase on September 1, 2009 is less than twelve percent (12%), the amount of percentage less than twelve percent (12%), on a percent for percent basis, up to four percent (4%) can be applied beginning September 1, 2010, up to a maximum of twelve percent (12%) total increase as of September 1, 2010.

Section 3(a). Involuntary Reduction in Full-time Hours.

When an employee is once covered by the full-time contribution provisions above, and is subsequently reduced in hours worked to below one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end or one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end, the Employer will contribute the full-time contribution for one (1) month after the reduction in hours worked.

Section 3(b). Maintaining Full-time Health Care Status.

If an employee has a continuous absence of not more than five (5) days that is not covered by illness and accident continuation provisions of the Agreements that spans two (2) health and welfare measurement periods ("months") that has caused the employee to be reduced from full-time to part-time contribution status, the employee may elect to apply any unused vacation or personal holidays to all of those days of absence so as to maintain full-time contribution status. The employee will then be paid for the vacation and/or personal holidays so used.

Section 4.

The Employer must promptly notify the Fund of all employee coverage adjustments (e.g., termination, reduction from full-time to part-time coverage) and failure to comply with this notice requirement subjects that Employer to responsibility for the cost of unpaid monthly contributions.

Section 5. For purposes of this Article, hours paid shall be considered as hours worked unless otherwise agreed to by the Employer and the Union.

Section 6(a). The Employer shall continue to make health and welfare contributions for a maximum period of six (6) months for those employees who are absent because of health reasons and are receiving benefits under this Article or Workers' Compensation. In order for a subsequent six (6) month period to begin under this Section for the same illness or injury, an employee must return to work for a period of eight (8) weeks or more.

Section 6(b). If a full-time employee who has been absent due to medical reasons returns to work under a schedule restricted for medical reasons, the employee's health and welfare contributions will remain at the full-time level for a single maximum period of six (6) months for each specific illness or injury, while the employee is working under the medically restricted part-time schedule.

Section 7(a). All employees covered under the health and welfare plan who have been terminated for one (1) year or less and are re-employed by the same company shall, upon re-employment, be entitled to health and welfare coverage and contributions beginning on the first (1st) day of the calendar month immediately following their re-employment.

Section 7(b). All employees covered under the health and welfare plan who have been terminated for six (6) months or less and re-employed by a different company shall, upon re-employment, be entitled to health and welfare coverage and contributions beginning on the first (1st) day of the calendar month immediately following their re-employment.

Section 8. Any employee who was actively employed under the terms of this collective bargaining Agreement as of March 13, 1983, and who is later re-hired or re-employed under the terms of this Agreement by the same or a different employer, shall be considered when re-employed to have been hired before March 13, 1983, for the sole purpose of determining which health and welfare contribution rate is applicable to that employee.

Section 9(a). Health and welfare contributions shall not begin for employees hired after May 12, 2006 until the first (1st) of the month after that employee completes either five (5) months of service if the employee is full-time or ten (10) months of service, if the employee is part-time. The waiting periods provided in this Section shall not apply to employees covered by Sections 7(a) and 7(b) of this Article. As of November 1, 2008, eligibility for health and welfare benefits will commence on the first day of the month for which the third (3rd) consecutive monthly Employer contribution is required to be made to the Fund. However, commencement of

eligibility for health and welfare benefits shall be established by rules adopted by the Board of Trustees of the Health and Welfare Fund.

Section 9(b). Health and welfare contributions for Part-time Grocery Clerks (High School Level) shall begin first of the month following ten (10) months after date of hire or five (5) months following graduation, whichever is later.

Section 10. In the event that the Trustees of the Health and Welfare Fund agree to the alternative delivery of any health care benefit to be provided other than through the Fund, such benefit and its appropriate funding shall be incorporated into the Collective Bargaining Agreement.

Section 11. Cost Containment. The Cost Containment Committee will continue to review and explore cost containment measures for the purpose of recommending appropriate changes to the Trustees of the Health and Welfare Fund. The Trustees may implement such adjustments and changes to control costs as they deem appropriate during the term of this Agreement.

ARTICLE XI Pension

Section 1. The Employer agrees to participate in and contribute to the jointly administered United Food & Commercial Workers Union Local 880 Retail Food Employers Joint Pension Fund and does hereby join in, adopt, and accept the Agreement and Declaration of Trust of such Fund. Provided, that the Fund shall, in every respect, have and maintain approval of the Treasury Department and all other government authorities having jurisdiction thereof, and at no time shall the Employer be obligated to make any contributions to the Fund which are not deductible from gross income for Federal Income Tax purposes.

Section 2(a). Employer contributions to the Fund, to be made in the first (1st) week of each month, shall be based upon hours worked and hours paid for a fourth, fifth, and/or sixth week of vacation by employees in the preceding month at the following rates:

HOURS WORKED ON OR AFTER September 14, 2008:

For all employees (including Bakery Employees, Student employees hired prior to 10-25-08, excluding Utility Clerks):	\$.92 per hour
For Utility Clerks:	\$.90 per hour
For Part-time Grocery Clerks:	\$.50 per hour

HOURS WORKED ON OR AFTER November 1, 2008:

For all employees (including Bakery Employees, Student employees hired prior to 10-25-08, excluding Utility Clerks):	\$.97 per hour
For Utility Clerks:	\$.95 per hour
For Part-time Grocery Clerks:	\$.55 per hour

HOURS WORKED ON OR AFTER October 1, 2009:

For all employees (including Bakery Employees, Student employees hired prior to 10-25-08, excluding Utility Clerks):	\$1.02 per hour
For Utility Clerks:	\$1.00 per hour
For Part-time Grocery Clerks:	\$.60 per hour

HOURS WORKED ON OR AFTER October 1, 2010:

For all employees (including Bakery Employees, Student employees hired prior to 10-25-08, excluding Utility Clerks):	\$1.12 per hour
For Utility Clerks:	\$1.10 per hour
For Part-time Grocery Clerks:	\$.70 per hour

Provided, however, that there shall be a maximum weekly contribution limit of forty (40) hours per employee (i.e., no pension contribution is owed on those hours worked by an employee in excess of forty [40] in one [1] workweek). Provided further, that pension contributions shall not begin for hours worked by an employee, until after that employee completes six (6) months of service (i.e., contributions begin for hours worked by such an employee on and after the first (1st) Sunday of the month after the employee completes six [6] months of service). Also provided further, that any employee who fails to receive a full year of credited service in any plan year because he or she served on jury duty shall have contributions made by his or her Employer for the lesser of all hours the employee served on jury duty, or the contributions needed to provide a full year of credited service.

Section 2(b). The parties adopt the Alternative Schedule received from the Trustees, including, without limitation to: (i) eliminate all adjustable benefits for current inactive participants as well as current active participants with less than thirty (30) pension credits as of December 1, 2008; and (ii) effective January 1, 2009, reduce future accrual rates.

Section 3. As of the date the Employer initially commenced payments into this Pension Fund, the employees covered by this Agreement automatically ceased to participate in other Company retirement programs then in effect. Furthermore, the Union, as the bargaining agent for such employees, agreed on behalf of them to withdraw from, surrender, release, and relinquish whatever rights,

privileges, and benefits they had under the aforesaid Company retirement programs as of January 3, 1966, and from that date forward the Pension Fund shall be solely responsible for the retirement benefits for all employees covered by this Agreement.

Section 4. The Employer shall report to the Pension Fund the hours worked by any employee for whom pension contributions are not required to be made.

ARTICLE XII

Collection of Fringe Benefits

Section 1. The Employer signatory to this collective bargaining Agreement hereby adopts and agrees to be bound by all the terms and provisions of the Trust Agreements as well as any rules and regulations established thereunder by the Trustees for United Food & Commercial Workers Union-Employer Health and Welfare Fund and United Food & Commercial Workers Union Local 880 Retail Food Employers Joint Pension Fund and as the same are amended from time to time as if the Employer was a party thereto. The Employer further agrees to be bound by the rules and procedures for the collection of contributions as they are established or as they will be amended from time to time by the Trustees of such Funds, including, but not limited to, provisions relating to Employer liability for reasonable interest charges as set by Trustees, attorney fees, and audit fees.

Section 2. Contributions and the accompanying reporting forms shall be received by United Food & Commercial Workers Union-Employer Health and Welfare Fund and United Food & Commercial Workers Union Local 880 Retail Food Employers Joint Pension Fund no later than the fifteenth (15th) day of the month following the month in which the work was performed.

The Employer shall be considered delinquent if it fails to submit contributions on behalf of all employees for whom contributions are required under the collective bargaining Agreement, or if it fails to compute properly the contributions according to the required contribution formula specified in the collective bargaining Agreement.

Section 3. The Union and/or the Trustees of each Trust Fund described in this Agreement shall not be required to pursue the collection of delinquent contributions through the grievance and arbitration procedure provided elsewhere in this Agreement.

Section 4. The Union has the right to assist the Trustees of United Food & Commercial Workers Union-Employer Health and Welfare Fund and/or

United Food & Commercial Workers Union Local 880 Retail Food Employers Joint Pension Fund and the administrative staff of either Fund in the collection of delinquent contributions. If a delinquency to any Fund is not satisfied within one (1) week after the Employer receives formal written notice from the Trustees of the Fund, the Union shall have the right to strike until full payment is made, providing that the Union shall give a seven (7) day notice to the Employer prior to engaging in a strike. This remedy shall be in addition to all other remedies available to the Union and the Trustees, and may be exercised by the Union, anything in this collective bargaining Agreement to the contrary notwithstanding. Such a strike to collect contributions to the Trust Funds shall not be considered a violation of this Agreement on the part of the Union, and it shall not be a subject of arbitration.

ARTICLE XIII

Credit Union

Section 1. The Employer will make weekly/bi-weekly payroll deductions from the employees who sign a proper authorization card for such amounts as the employee will designate and pay the same to the duly accredited officer of United Food & Commercial Workers Union Local 880 Credit Union, Inc. All deductions shall be promptly remitted to the United Food & Commercial Workers Union Local 880 Credit Union, Inc.

Section 2. Where authorized in writing by an employee, and where appropriate technical arrangements can be made, the Employer shall directly deposit an employee's entire pay or portion thereof into his or her account with the United Food & Commercial Workers Union Local 880 Credit Union, Inc. Where direct deposit is available and authorized, the Employer may elect to remit funds exclusively in that manner.

ARTICLE XIV

Grievance Procedure

Section 1. Should any dispute or grievance arise under this Agreement, it shall be settled in accordance with the procedure set forth in this Article, and, except as otherwise specifically provided in this Agreement, this procedure is the sole and exclusive method of disposing of such grievances.

Step 1. In order to be considered as a grievance under this Article, a dispute or grievance shall be submitted to the Employer in writing within fourteen (14) days after the occurrence of the incident

causing such dispute or grievance, or within fourteen (14) days from the date when the employee or Union became aware or reasonably should have become aware of the incident or events in question, but in no case more than one (1) year from the incident or event giving rise to the dispute.

Step 2. There shall be an effort on the part of the parties to settle and resolve any dispute or grievance and the Employer shall answer all disputes or grievances in writing within fourteen (14) days after the receipt of same.

Step 3. If the grievance is not satisfactorily settled in Step 2, the Union has two (2) weeks from receipt of the Step 2 answer to submit a written appeal to an appropriate management administrative official. A meeting shall be held between Employer and Union officials and a final written answer shall be issued by the Employer within one (1) week of the meeting. Provided, that the parties may agree to hold additional Step 3 meetings without loss of rights under this Article.

Step 4. In the event that the parties are unable to settle or resolve a grievance, the Union may refer the grievance to arbitration by requesting the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of arbitrators. Within fourteen (14) days of receipt of the first panel, the Employer and Union may mutually agree to request the Agency to submit additional panels of arbitrators. The arbitrator shall then be selected in accordance with the agency's then applicable rules, unless the Employer and the Union agree to select the arbitrator in some other manner.

Section 2. The Union may refer a dispute or grievance which has not been resolved to arbitration on the forty-fifth (45th) day after the dispute or grievance has been submitted in writing to the Employer in Step 1, or at any time thereafter. The Union must refer a dispute or grievance to arbitration no later than thirty (30) days after the last Step 3 meeting is held.

Section 3. The arbitrator's decision shall be issued within thirty (30) days after the dispute or grievance is submitted to the arbitrator and shall be final and binding upon the Employer, the Union, and the employee or employees involved. The expenses of the arbitrator shall be borne equally by the Employer and the Union.

Section 4. The time limits specified in Section 1 above may be extended by mutual agreement but shall otherwise be enforced in that the dispute or grievance shall be decided against any employee or party failing to observe the time limits.

Section 5. In the event a grievance goes to arbitration, this Agreement, including any Supplements or Addenda, shall be the basis on which the arbitrator's decision is rendered, and in reaching his or her decision the arbitrator shall have no authority to amend, modify, or in any way change its terms.

Section 6. At any step in this grievance procedure, the Executive Board of the Local Union shall have final authority in respect to any aggrieved employees covered by this Agreement to decline to process further a grievance, complaint, disagreement or dispute if in the judgment of the Executive Board such grievance or dispute lacks merit or justification under the terms of this Agreement, or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the Union Executive Board.

Section 7. In the investigation and processing of a dispute or grievance, the Union and the Employer shall upon request provide each other all relevant and pertinent records, papers, and data including the names of any and all witnesses whose testimony would have bearing on the grievance, except where a failure to follow established check-out procedure may be involved or where the security of the Union and/or the Employer would be at issue.

ARTICLE XV

Industry-Union Standing Committee

Section 1. An Industry-Union Standing Committee shall be created for the purpose of considering and dealing fairly and effectively with the subjects listed in Section 3 of this Article. The Standing Committee shall consist of three (3) Union members, selected solely by the Union and three (3) industry members, selected solely by the Cleveland Food Industry Committee. The Standing Committee shall function as a special intermediate method of dealing with disputes within the Standing Committee's jurisdiction which must first originate and be processed through the contractual grievance procedure but which, after completion of Step 3, may be submitted to the Standing Committee (by either the Company or the Union) before being submitted to arbitration under Step 4. In the event that the Standing Committee is unable to reach a decision on any dispute brought before it, the Union may then proceed to arbitration under Step 4 of the procedure (with Step 4 time limit commencing on the date of the Standing Committee meeting).

Section 2. The administrative rules and regulations and guidelines of the Standing Committee shall be formulated initially by the Union and the Cleveland Food Industry Committee and thereafter may be revised only by mutual agreement between the Union and the Cleveland Food Industry Committee or between

the Union President and the Cleveland Food Industry Committee Chairman. Once formed, the Standing Committee shall have adequate authority to deal flexibly and effectively with the problems that are within the jurisdiction of the Standing Committee, and any decision that is supported by at least two (2) Union members and two (2) Industry members shall be final and binding on the Union, the involved Company (whether or not affiliated with the Cleveland Food Industry Committee), and the involved employee(s).

Section 3. The Standing Committee shall have jurisdiction over the following general subjects:

1. Store operating hours
2. Working off-the-clock
3. Abuse of time clock and/or sign-out increments at quitting time
4. Failure to give and/or take breaks
5. Abuse of Sunday work rights
6. Abuse of Porter classification
7. Abuse of outside salesmen and deliverymen rights
8. All ancillary agreements between the Employer and the Union which are not included in the text of the Labor Agreement
9. Any other subject mutually agreed to by the Union and the Cleveland Food Industry Committee

Section 4. The Standing Committee shall be a separate and completely independent method of problem solving which has no relationship or relevance, direct or indirect, to the regular administration of grievances through the grievance procedure (including arbitration). Therefore, the rules and regulations and decisions of the Standing Committee shall not be considered as amendments or supplements to the Labor Agreement and shall not be considered as a precedent or in any way relevant to the consideration or arbitration of any dispute under Steps 1 through 4 of the grievance procedure.

ARTICLE XVI

No Strike/No Lockout

Section 1. Except as otherwise provided in the Agreement, the Union agrees that during the term of this Agreement there shall be no strikes, picketing, or other interference with operations, and the Employer agrees that for the same period there shall be no lockouts.

Section 2. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute with the Union, or refuses to go through or work behind such primary picket line.

Section 3. The Union agrees not to picket any facility where the part of the facility engaged in a primary labor dispute with the Union is closed for business and in such a case Section 2 shall not apply.

ARTICLE XVII

Savings and Separability

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 remain 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 within thirty (30) days for the purpose of re-negotiating an agreement on provisions so invalidated.

In the event that any new legislation becomes effective during the term of this Agreement that significantly affects the wages, hours, or terms and conditions of employment covered by this Agreement, the parties will, at the request of either or both, meet and confer concerning any modifications to the Agreement that may be needed or appropriate as a result of such legislation, and any such modifications will be implemented only upon mutual agreement of the parties.

ARTICLE XVIII Zone Rates

The Employer and Union may, by mutual agreement, negotiate special terms, conditions of employment, and rates of pay for geographical zones where there is extensive non-union or unfair competition. The zone agreement shall modify this Agreement for employees hired to work in such zone stores, but shall not apply to any employee hired prior to October 25, 1999.

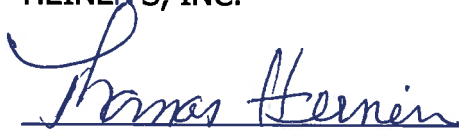
ARTICLE XIX Termination

Section 1. This Agreement represents a complete and final understanding on all bargainable issues between the Employer and the Union, and it shall be effective September 14, 2008, and shall remain in full force and effect until September 11, 2011, and thereafter from year to year unless sixty (60) days prior to said expiration date, or any anniversary date thereof, either party gives timely written notice to the other of an intent to terminate or modify any or all of the provisions.

Section 2. This Agreement shall be equally binding on the Employer, separately and collectively, and its successors and assigns.


2nd IN WITNESS WHEREOF, the parties have hereunto set their hands this day of March, 2009.

HEINEN'S, INC.

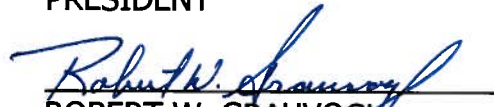


THOMAS HEINEN

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL 880



THOMAS H. ROBERTSON
PRESIDENT



ROBERT W. GRAUVOGL,
SECRETARY-TREASURER

IMPORTANT INFORMATION

Withdrawal Card

You should contact the Local 880 office promptly if you:

- Quit, are terminated, or are on layoff, sick leave, military leave, or personal leave; and
- Have not worked in one or more calendar months.

If you are current on dues and your initiation fee has been paid in full, you will be issued a withdrawal card – at no cost – on request. Withdrawal cards are valid in any UFCW local and they have no expiration date.

Failure to obtain a withdrawal card could result in your having to pay an initiation fee if you return to work.

Grievances

A grievance is a complaint by a union member that an employer has violated a contract provision. Your contract provides a mechanism for resolving violations or differences in interpretation: the grievance procedure.

To report a grievance, contact your Steward or Local 880 Union Representative, who can advise you, investigate the facts of the grievance, and assist in resolving it.

Union Business Meeting

Keep informed and make your viewpoint known – attend your union meetings. Regular meetings are held during the year at locations throughout Local 880's jurisdiction. The meetings are announced in Local 880's newspaper, *The Voice*.

Change of Address or Name

If you change your name or address, notify the Local 880 office promptly. Doing so will ensure that you receive important mail from the Union, like material about contract negotiations, union meeting notices, and union publications.

0.2.3

NOTES

ADDENDUM OF AGREEMENT
**CONCERNING OFFICE CASHIERS
HEINEN'S, INC.**

This Supplemental Agreement is by and between the Employer and the Union, and is a supplemental agreement to the **2008-2011** Agreement between the Employer and the Union, hereinafter referred to as the "Basic Agreement". To the extent practicable, the terms of the Basic Agreement shall apply to Office Cashiers at Heinen's unless specifically modified by this Supplemental Agreement.

ARTICLE III
HOURS

Section 3. The following provision shall apply in accordance with the same practice that existed prior to September 12, 2005 instead of Section 3 of the Basic Agreement:

There shall be no restrictions on store operating hours. The working of extended night hours in this Agreement shall be voluntary, by rotation, and by seniority (within each store). If enough volunteers are not obtained, inverse order of seniority shall apply.

Section 15(a). The following provision shall apply in accordance with same practice that existed prior to September 12, 2005 instead of Section 15(a) of the Basic Agreement:

Part-time employees seeking additional work hours up to full-time employment (40 hours per week) within their classification shall so notify their supervisor, and such part-time employees shall then be assigned available hours within their classification within their own store up to full-time status in accordance with seniority, ability, and availability.

ARTICLE V

SENIORITY

Section 17(a). Office Cashiers shall have separate seniority (i.e., only within their group).

Section 17(b). Laid-off Office Cashiers may exercise their seniority as determined by mutual agreement between Heinen's and the Union to replace the least senior employee in their classification in another store within the appropriate geographic area.

Section 17(c). Office Cashier seniority in regard to layoffs and recalls shall be measured within classification on a Company-wide basis from the employee's last date of hire.

Section 17(d). Office Cashiers on layoff shall be given preference for new openings in the Clerk-Cashier classification at the beginning bracket rate of pay.

Section 18. Any full-time employee who has the necessary qualifications and who follows the proper procedures will be considered in the filling of an opening in the Clerk-Cashier classification in the employee's immediate store under the following conditions:

- A. For the purpose of this procedure only, an employee will be considered full-time if he or she averages thirty-seven (37) hours per week or more.
- B. The full-time employee must apply for the transfer in writing to the Personnel Manager. When there is an opening in the Clerk-Cashier classification in that store, the employee-applicant will be considered for the opening. If the Employer finds the employee to be the best qualified applicant to fill the vacancy, the employee will be transferred to the new position. There will be a sixty (60) day trial period during which the Employer will be the judge as to his or her ability and qualifications in the Clerk-Cashier position. If the employee is rejected during the trial period, or if the employee chooses to return to the Office Cashier classification within the first ninety (90) days of the transfer, the employee will be transferred back to the Office Cashier classification (without loss of wage rate, benefits, or seniority) to the first such position which becomes available (i.e., a returning Office Cashier will not displace any employee upon the return).

- C. When an employee transfers from the Office Cashier classification to the Clerk-Cashier classification, the employee will be paid according to the wage schedule applicable to his or her original date of hire, and will begin accumulating hours from the date of the transfer (as a new employee). For the purpose of vacation eligibility, the employee's length of continuous service with the Employer will be considered, but for the purpose of seniority (relative to other employees) and other matters, the date of transfer will be used.

ARTICLE IX

WAGES AND RELATED ITEMS

Section 21(a). An Office Cashier is an employee who performs all the functions of the store office operation to the satisfaction of Heinen's. These functions include the responsibility of office cash security, daily cash balancing, sorting, counting and balancing various non-cash items that are used as a medium of exchange and are included in the stores' cash tills. Also, entering and retrieving data from store computers relative to prices, descriptions, item movement, and other duties as required by Heinen's.

Section 21(b). Office Cashiers at or above top rate. General hourly wage increases shall be as follows:

Effective 9-14-2008	Effective 9-13-2009	Effective 9-12-2010
\$.40	\$.40	\$.35

Specifically, all Office Cashiers, who are actively employed at or above top rate as of the ratification date, shall receive a minimum increase, of forty cents (\$.40) per hour, effective September 14, 2008, and thereafter shall receive minimum increases of forty cents (\$.40) per hour effective September 13, 2009, and thirty-five cents (\$.35) per hour effective September 12, 2010.

Section 21(c). Office Cashiers. The minimum regular hourly rate of pay shall be as follows:

Office Cashiers	Current Rate	Effective 9-14-2008	Effective 12-27-2009	Effective 1-2-2011
0-30 calendar days	\$7.00	\$7.25	\$7.45	\$7.65
31 days – 3 months	\$7.00	\$7.50	\$7.70	\$7.90
3-9 months (520 hrs)	\$7.00	\$7.80	\$8.00	\$8.20
9-18 months (1560 hrs)	\$7.25	\$8.20	\$8.80	\$9.40
18-24 months (3120 hrs)	\$7.60	\$9.20	\$9.60	\$10.00
24-30 months (4160 hrs)	\$8.10	\$10.00	\$10.40	\$10.80
30-36 months (5200 hrs)	\$10.00	\$10.80	\$11.00	\$11.20
Over 36 months (6240 hrs)	\$11.30	\$11.60	\$11.80	\$12.00

Specifically, all Office Cashiers hired after September 1, 1983, who are actively employed as of the ratification date and who at that time have less than thirty-six (36) months of continuous service shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective September 14, 2008, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate.

Section 22(a). A Lead Office Cashier in all stores is one who supervises and/or performs all of the functions of the store office operation (to the satisfaction of the employer). These functions include all of the functions of an Office Cashier as described above.

Section 22(b). A twenty-five cent (\$.25) per hour premium shall be added to the bracket rate of pay for those employees designated by the Employer as Lead Office Cashiers. When an Office Cashier fills in for a Lead Office Cashier for a period of one (1) week or more, that Office Cashier shall receive a premium of twenty-five cents (\$.25) per hour during that period, provided that the Office Cashier is fully qualified to perform all of the regular duties of the Lead Office Cashier and in fact performs all of those duties during the period of absence of the Lead Office Cashier. Each store will have a Lead Office Cashier.

Section 23. Student Employees shall be reclassified to Part-time Grocery Clerks and upon reclassification shall receive one-half (1/2) of their time worked as a High School Student for proper rate adjustments.

Refer to Section 10(c) of the Basic Agreement for wage rates.

ARTICLE X

HEALTH AND WELFARE

Section 2. a. Health and welfare contributions **effective November 1, 2008** shall be as follows:

1. **Part-time Contribution for Employees Hired Before August 3, 2000: Three Hundred Twenty-Seven Dollars (\$327.00)** per month for each non-student employee hired before August 3, 2000 working less than one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end or one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours or more per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Article X, Section 6.
2. **Full-time Contribution for Employees Hired Before March 13, 1983: Eight Hundred Nineteen Dollars (\$819.00)** per month for each employee hired on or before March 13, 1983 working one hundred forty eight (148) hours or more in months in which four (4) weekly pay periods end or one hundred eighty-five (185) hours or more in months in which five (5) weekly pay periods end.
3. **Full-time Contribution for Employees Hired On or After March 13, 1983: Six Hundred Thirty-Three Dollars (\$633.00)** per month for each employee covered by this Addendum hired on or after March 13, 1983 working one hundred forty-eight (148) hours or more in months in which four (4) weekly pay periods end or one hundred eighty-five (185) hours or more in months in which five (5) weekly pay periods end.
4. **Part-time Contribution for Employees Hired On or After August 3, 2000: Two Hundred Fifty Dollars (\$250.00)** per month for each non-student employee hired on or after August 3, 2000, working less than one hundred forty-eight (148) hours in months in which four (4) weekly pay periods end and one hundred eighty-five (185) hours in months in which five (5) weekly pay periods end. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours

or more per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Article X, Section 6. **Effective January 1, 2009, this contribution rate shall be Two Hundred Seventy Dollars (\$270.00).**

ARTICLE XI
PENSION

All Office Cashiers hired prior to August 3, 2000 will retain full participation in the (Heinen's profit-sharing plan) in accordance with whatever terms are applicable to Heinen's general office employees (as may be modified by Heinen's from time to time). No contributions shall be made on behalf of such employees to the United Food & Commercial Workers Union Local No. 880 Retail Food Employers Joint Pension Fund (hereinafter referred to as "the Fund"), and they shall not be entitled to any benefits from that Fund. All Office Cashiers hired after August 3, 2000 shall be covered by Article XI of the Basic Agreement at the contribution rate specified "For all employees (excluding Utility employees)."

IN WITNESS WHEREOF, the parties have hereunto set their hands this 2nd day of March, 2008.

HEINEN'S, INC.



THOMAS HEINEN

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL NO. 880



THOMAS H. ROBERTSON, PRESIDENT

HEALTH AND WELFARE BENEFIT IMPROVEMENTS

As part of the new Agreement, the parties will instruct the Trustees of the Health and Welfare Fund to make the following benefit improvements:

1. For full-time employees hired on or after March 13, 1983, increase the major medical lifetime benefit to \$500,000 effective November 1, 2008.
2. Provide the following improvements effective July 1, 2009:
 - a. Improve weekly disability benefit by \$10.00 per week.
 - b. HPV test (with \$10.00 employee co-pay)
 - c. PSA test (with \$10.00 employee co-pay)