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UFCW LOCAL ONE
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C O N T R A C T

**AGREEMENT BETWEEN
QUALITY MARKETS
AND
UNITED FOOD &
COMMERCIAL WORKERS
INTERNATIONAL UNION
DISTRICT UNION LOCAL ONE
AND LOCAL 23**

EFFECTIVE DATE:

JUNE 8, 2004

EXPIRATION DATE:

JUNE 6, 2007

67 pages



QUALITY MARKETS JAMESTOWN

and

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

EFFECTIVE DATE: JUNE 8, 2004

EXPIRATION DATE: JUNE 6, 2007

DEAR UFCW LOCAL ONE MEMBER:

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

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

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

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

SINCERELY AND FRATERNALLY,

FRANK C. DERISO
PRESIDENT

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

SYRACUSE OFFICE

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

CREDIT UNION

1-800-448-7328

BUFFALO

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

UTICA OFFICE

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

HEALTH CARE & PENSION FUNDS

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

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

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AGREEMENT

This Agreement is made and entered into this 11th day of February 2005, by and between Quality Markets, Inc., Jamestown Division, 101, Jackson Avenue, W.E., Jamestown, New York (hereinafter referred to as "Company" or "Employer") and United Food and Commercial Workers District Union Local One and Local 23 affiliated with the AFL-CIO, CLC, (hereinafter referred to as "Union").

ARTICLE I

RECOGNITION

1.1 The Union shall be the exclusive bargaining agency for all store employees, and/or employees at any future locations or places to be owned and/or operated by the Company; excluding store managers, co-managers, professional employees, guards, office clerical, executive employees and trainees and supervisors. The Company agrees to notify and discuss with the Union whenever there are more than two (2) Co-Managers in each store.

1.2 Grocery Managers (Assistant Managers) on the payroll who remain in the Union will be designated as Assistant Co-Managers; and through attrition, the position will be eliminated.

1.3 In the event the Employer seeks to subcontract, transfer or eliminate work performed by members of the bargaining unit as of the effective date of this agreement, the Employer agrees to meet with the Union(s) to discuss the impact of such changes prior to implementation.

ARTICLE 2

UNION SECURITY

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

ARTICLE 2 - UNION SECURITY - CONTINUED

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

ARTICLE 3

UNION CHECKOFF

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

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

ARTICLE 4

SENIORITY

4.1 For purposes of this Article, "Seniority" shall mean seniority, qualifications, and ability to perform the work required and shall prevail with respect to layoff and recall; and for purposes of promotion and demotions seniority shall be the controlling factor where factors of qualifications, fitness and ability to perform the work required are equal; and shall apply within the following classifications.

ARTICLE 4 - SENIORITY - CONTINUED

4.2 Layoffs, recall, promotion and demotions, shall be handled within the following classifications: (1) Assistant Co-Managers; (2) Meat Department Heads; (3) Full-time Meat Cutter; (4) Produce Department Head; (5) Deli-Bakery Manager; (6) Front End Managers (7) Seafood Captains (8) Deli Manager (9) Bakery Manager (10) Asst. Deli-Bakery Managers (11) Systems Managers (12) Regular full-time employees (13) Full Time Floor Maintenance employee; (14) Prime Time Employees (15) Regular Part-time Employees; (16) Part Time Floor Maintenance employees (17) Student Part-time Employees; (18) those employees holding other jobs (such employees will not be in this category unless the second job or jobs conflicts in any way with Quality Markets' employment, which is primary), and (19) Customer Service Employees.

4.3 Seniority for full-time employees shall commence as of the date they become full-time.

4.4 In the event of layoff, Department Managers shall exercise their classification seniority in the nearest store where their classification seniority prevails. If no such position exists, Department Managers shall then exercise their seniority over a full time Assistant Department Manager working within their department on the same shift in the nearest store where their overall full time seniority prevails (Department manager seniority shall count as Assistant Department Manager seniority or if applicable, Journeyman seniority). In the event that no such position exists, affected Department Managers shall exercise their overall full time seniority over the least senior full time employee working within their department on the same shift in the nearest store where their overall full time seniority prevails.

Affected Assistant Department Managers shall exercise their classification seniority in the nearest store where their classification seniority prevails. In the event that no such position exists, affected Assistant Department Managers shall exercise their overall full time seniority over the least senior full time employee working within their department on the same shift in the nearest store where their overall full time seniority prevails.

Affected full time employees shall exercise their full time seniority on the same shift and department, in the nearest store where their full time seniority prevails. In the event that no such position exists, affected full time employees shall exercise their full time seniority over the least senior full time employee working on the same shift in the nearest store where their overall seniority prevails. In the event that no such position exists, affected full time employees shall exercise their overall seniority over the least senior part time employee working within their department on the same shift in the nearest store where their overall seniority prevails. In the event that no such position exists, affected full time employees shall exercise their overall seniority over the least senior part time employee working on the same shift in the nearest store where their overall seniority prevails.

Unanticipated scenarios with respect to layoff and recall shall be carried out consistent with the spirit and intent of the above procedure.

ARTICLE 4 - SENIORITY - CONTINUED

4.5 For the purpose of claiming hours those part-time employees who are available to work only certain hours due to other commitments shall not cause a reduction of hours of work of any other part-time employees with less seniority.

4.6 An employee who refuses full-time work will not be allowed at a later date to bump a full-time employee with less seniority. Such employee must wait for an opening for a full-time position before he can return to full-time work.

4.7 Any employee leaving bargaining unit for a promotion will be given a one (1) year grace period during which time they would be able to return to the bargaining unit with full seniority.

4.8 Former Peter J. Schmidt employees with a 1/5/93 date of hire with Quality Markets, shall utilize their Peter J. Schmidt hire date to establish seniority standing in the event of a tie.

ARTICLE 5

TERMINATION OF SENIORITY

5.1 An employee's seniority will be broken and his employment terminated by any of the following:

- a) Discharge for just cause.
- b) Voluntary quitting.
- c) Absence from work due to lay-off for a period of twelve (12) months.

5.2 Subject to the provisions of any federal, state, or local laws or regulations, any employee's seniority will be broken and his employment terminated for absence from work due to a work-related injury based on the following schedule:

One (1) day but less than two (2) months of service - two (2) months leave

Two (2) months but less than one (1) year of service - one (1) month leave for each full month of service.

One (1) year but less than two (2) years of service - maximum of fifteen (15) months leave

Two (2) years but less than five (5) years of service - maximum of eighteen (18) months leave

Five (5) years but less than ten (10) years of service - maximum of twenty-one (21) months leave

ARTICLE 5 - TERMINATION OF SENIORITY – CONTINUED

Ten (10) years of more - maximum of twenty-four (24) months plus one additional month for every year of service over ten (10) years.

5.3 Employees not actively at work for an extended period of time due to illness or injury, must notify their store manager on a monthly basis of their status and expected date of return to work. In all cases, such employees must give notice of their return to work by 4:00 p.m. Friday of the week prior to their return.

5.4 Failure to report back to work within seven (7) calendar days when recalled to work during the lay-off period and notified in writing at last known address will result in an employee's seniority being broken.

5.5 Substandard store performance will lead to discipline (including warnings, suspension, discharge and demotion). Reference made to Company distributed discipline guidelines.

ARTICLE 6

PROBATIONARY PERIOD

6.1 New employees shall be classified as probationary employees during the first thirty (30) calendar days of their employment, and during the probationary period they will have no seniority or right to employment and may be terminated by the Company. The thirty (30) day probationary period may be extended by mutual agreement between Company representative, the employee and Local Union Business Agent for a period of thirty days. All lost time during the probationary time shall extend that probationary period for an equivalent time, not to exceed sixty (60) days. At the end of the probationary period, such employee will be entered on the seniority list as of the date of hire.

6.2 Requests to extend probationary periods must be in writing and signed by the employee.

ARTICLE 7

DEFINITIONS OF EMPLOYEES

7.1 In the event a part time employee works six (6) consecutive weeks of forty (40) hours or more (except for filling in for temporary vacancy due to vacation, sickness, leave of absence, temporarily filling a job position that is covered by the postings, a work related injury, store remodel or grand opening) an additional full time position shall be created and posted for the department in which the requisite hours were worked. In the event the requisite hours were worked in a number of departments, the Company may designate the additional full time clerk position to be posted. This provision shall not apply during the period(s) described under Article 48.4. The Steward and employee are to be notified if the forty (40) hour job is temporary.

ARTICLE 7 – DEFINITIONS OF EMPLOYEES – CONTINUED

7.2 A part-time employee is one who works between twenty (20) hours and up to and including thirty-two (32) hours per week, unless changed by mutual agreement between the Company and the Union. All part time employees hired on or after June 9, 1996, will be defined as one who works between sixteen (16) hours and up to and including thirty-two (32) hours per week, unless changed by mutual agreement between the Company, the Union, and the employee. For the purpose of this provision, it is understood that all Floor Maintenance employees will be considered as being hired or promoted after June 9, 1996.

7.3 All student part-time employees will be surveyed and reclassified in January and September of each year. It is the responsibility of the employee to notify the Company in writing of any classification changes.

ARTICLE 8

SENIORITY ROSTER

The Company agrees to give a seniority roster to a designated representative of each Local 1 and Local 23 every six (6) months, which roster includes hiring date and rate of each employee for each store.

ARTICLE 9

JOB POSTING

9.1 All full-time job openings will be posted on a company wide basis include the location of the opening. The Company shall send a copy of the posting to the Union at the time of posting.

9.2 Full-time Posting will be for a ten (10) day period. At each store the Store Manager and the Union Steward will sign the posted notice the day and time it is posted and the day and time the ten (10) day posting ends. Those wishing to be considered for the posted position shall contact the main office within the posting period.

9.3 The posting will occur in a reasonable time and the decision will be made in a reasonable time after the one (1) week posting has ended.

9.4 During the posting process, the Company may fill-in the posted job on a temporary basis.

9.5 The Union Representative and Steward in each store will receive a list of employees who have signed the posting, their seniority dates and the successful bidder's name.

ARTICLE 9 - JOB POSTING - CONTINUED

9.6 Up-bidding will be determined as follows:

a) In the event an employee is the successful bidder at the end of the one (1) week posting period and that employee withdraws his bid after the posting ends and/or during the trial period, that employee will revert to the bottom of the applicable seniority list for purposes of bidding only, for a six (6) month period.

b) The trial period for classified jobs will be up to six (6) months to determine the employee to be permanently placed into the permanent vacancy. The trial period will be up to three months for unclassified full-time jobs. The above periods may be extended with the consent of the applicable Union Representative.

c) In order to bid on a classified job, an employee must successfully complete the appropriate training program. If an employee declines entrance into a training program and later enters said program, he or she can not over bid an employee with less company seniority but more time in the training program.

9.7 The Company will continue its practice of posting all training opportunities, which may lead to full-time or classified positions. The Company will indicate the location of the training. It is understood that the training location may be moved during the training period.

9.8 Prior to hiring new employees existing part-time employees shall be given the opportunity to fill the vacancy by seniority.

9.9 TRAINING - All department head training positions will be full-time. All department head promotions will be filled by the most senior qualified trainee and the stores and Union will be notified of the employee's name and seniority date.

9.10 A full time or prime time employee may refuse a promotion within the geographical seniority unit, but in that event shall drop to the bottom of the seniority roster of that particular classification of work insofar as promotions are concerned only. However, they can refuse promotion without penalty to any area more than twenty five (25) miles from their respective residences.

9.11 Meat Department Apprentice positions will be posted; qualification and ability to perform the work required will be the determining factor. Seniority shall be the controlling factor where factors of qualifications, fitness and ability to perform the work required are equal.

9.12 It is understood that all Night Crew Leader positions will be posted.

9.13 It is understood that all Floor Maintenance employees will be subject to an additional thirty (30) day trial period upon being the successful bidder on a regular store position.

ARTICLE 10

GRIEVANCE PROCEDURE

10.1 In the event of any differences or complaints over the interpretation or application of the terms of this agreement, they may become the subject of conference as follows:

- a) Between the Steward and the Store Manager.
- b) In the event of failure to adjust the complaint within seven (7) days, the Union Representative shall discuss it with the District Manager.
- c) In the event of failure to adjust the complaint within seven (7) days, the Union Representative shall discuss it with the Company Vice President of Human Resources or his agent.
- d) In the event that this meeting fails to settle satisfactorily the complaint, either of the parties hereto may request arbitration.

10.2 Arbitration

Notice of intent to arbitrate must be given in writing to the other party and the difference or complaint shall be stipulated in the letter of notification. The parties shall select, within ten (10) days from the date of the notification to arbitrate, an impartial arbitrator under its rules from arbitrators on the State of New York or State of Pennsylvania Panel or Arbitrators. If agreement between the two parties on who the arbitrator shall be cannot be reached within ten (10) days, the Federal Mediation and Conciliation Service under its rules shall be asked to furnish a list of seven (7) qualified arbitrators, and the parties will make the selection from such lists. The decision of the arbitrator shall be rendered without undue delay and shall be final and binding on both parties and the affected employee or employees. The expense of the arbitrator shall be shared equally by the Company and the Union. The party requesting a stenographic record shall pay for the same. The arbitrator shall not have authority to add to, subtract from or modify the terms of this Agreement.

10.3 Limitation on Time

Grievance procedures - all grievances must be filed in writing within fifteen (15) calendar days of the alleged occurrence or fifteen (15) calendar days from which it was reasonable to have knowledge of the occurrence.

10.4 The Company and the Union agree to establish a fixed panel of arbitrators.

ARTICLE 11

MILITARY SERVICE

The Company agrees to abide by the Selective Service Act of 1950 and all Amendments thereto.

ARTICLE 12

UNIFORMS AND EQUIPMENT

The Company agrees to furnish all tools it deems necessary. The Company agrees to continue its present practice with respect to furnishing and laundering of aprons, coats, and smocks. The company Agrees to maintain its practice of furnishing appropriate rain gear.

ARTICLE 13

UNION SHOP IDENTIFICATION AND UNION NOTICES

13.1 Union Shop Logo

The Union Shop logo is the property of the United Food and Commercial Workers District Union Local One or Local Twenty-Three, AFL-CIO and CLC and is loaned to the Employer for display who signs and abides by this agreement. The Employer agrees at all times to display in a conspicuous place. The Union Shop Logo can be removed from any business establishment of the Employers by the Union Representative of District Union Local One or Local Twenty-Three for a violation of this Agreement.

13.2 Union Notices

The Company shall provide a specific bulletin board or space on existing bulletin boards for union notices. Notices shall not be posted unless first called to the attention of the Company.

ARTICLE 14

HOLIDAYS AND HOLIDAY PAY
(FULL-TIME EMPLOYEES)

14.1 Regular full-time and prime time employees who have worked full-time for thirty (30) days or more and who are not scheduled to work on the following holidays or days observed as such by the State or Nation, shall receive eight (8) hours pay at the employee's straight time hourly rate then in effect:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Holidays falling on Sunday shall be observed on Monday. Holiday will be paid on the day observed.

14.2 Full-time employees shall receive time and one-half their regular hourly rate for work performed on any of the six holidays listed above.

14.3 Full time personal holidays must be taken before December 15th of each calendar year. Any unused personal holidays will be paid to the employee by the end of each calendar year. It is not the intent of the clause to promote additional pay in lieu of taking personal holiday hours.

14.4 In order to be qualified for holiday pay, an employee must have worked in the week in which the holiday occurs, and must work his scheduled work day before and after the holiday, unless he is absent as a result of illness or injury in which case he must furnish a doctor's certificate if requested by the Company, or unless he is excused by the Company.

14.5 Thirty-two (32) hours shall constitute the work week for all full-time and prime time employees in a week in which any of the preceding holidays fall; and all work performed in excess of thirty-two (32) hours in any such holiday week shall be compensated for at the rate of time and one-half. It is understood that all hours worked on any of the holidays listed in 14.1 be excluded from the workweek. Personal days taken during the holiday week will be part of the thirty-two (32) hour workweek.

a) During the Holiday week, by mutual agreement with the management, the employee has the option to work a forty (40) hour workweek at their straight time rate in addition to the eight (8) hours of Holiday pay. On the Fourth of July, Thanksgiving and Christmas Holiday, Management may schedule full time employees a normal five (5) day workweek during two (2) out of three (3) of these Holiday weeks. When this occurs, a "floating holiday" shall be created, to be taken at a mutually agreed time and used within the following sixteen (16) calendar weeks. The "floating holiday" week shall consist of a workweek of thirty-two (32) hours and the "holiday".

ARTICLE 14 - HOLIDAYS AND HOLIDAY PAY – FT EMPLOYEES – CONTINUED

14.6 If a holiday falls during the full-time employee's scheduled vacation, such employee shall be entitled to an additional day off with pay. Such day shall be taken the Saturday before or the Monday after vacation, except in the case of Night Crew, which will be the Friday before or the Sunday after vacation.

14.7 Full-time and prime time employees shall qualify for personal holidays on the following basis:

One (1) year of service	One (1) eight (8) hour personal holiday
Three (3) years of service	Two (2) eight (8) hour personal holidays
Eight (8) years of service	Three (3) eight (8) hour personal holidays

Personal holidays will be taken at a time mutually satisfactory to the Company and the employee.

14.8 Any employee who has been promoted or will be promoted to full time or prime time shall receive their part time personal holiday hours until such time as their full time or prime time eligibility exceeds their part time eligibility.

14.9 In the event a full time employee wishes to extend a vacation with a personal holiday, a two (2) week notice shall be given by the employee. The Company will make every effort to grant their request.

ARTICLE 15

HOLIDAYS AND HOLIDAY PAY
(PART-TIME EMPLOYEES)

15.1 Part-time employees hired before 6/14/92 who have been employed for a period of three (3) months or more shall be paid a premium of sixty-five cents (65¢) per hour (over their straight-time hourly rate) for all hours worked in any week in which one of the six (6) holidays referred to in Section 14.1 is observed. Conditions for such pay are the same as provided in Paragraph 14.5 above.

a) Part-time employees hired after 6/13/92 shall receive thirty five cents (35¢) per hour premium for hours worked during a week in which contractually celebrated holiday falls, after one (1) year of employment.

15.2 Regular part-time and student part-time employees shall receive time and one-half their regular hourly rate of pay (excluding holiday week hourly premium) for work performed on any of the six (6) holidays listed in Article 14.1. All part time employees hired on or after June 9, 1996 will receive a one dollar (\$1.00) per hour premium for work performed on any of the six (6) holidays listed in Article 14.1.

ARTICLE 15 - HOLIDAYS AND HOLIDAY PAY – PT EMPLOYEES – CONTINUED

15.3 A part-time employee on the active payroll who has worked the previous four (4) weeks to a holiday, and who is not scheduled to work the week of that holiday, will be entitled to five (5) hours pay at his straight-time hourly rate.

15.4 Personal holiday may be taken at a time mutually satisfactory to the Company and the employee. Conditions for such pay are the same as provided in Paragraph 14.3 above. Personal Holidays must be taken before December 15th of each calendar year. Any unused personal holidays will be paid to part time employees by the end of each calendar year. It is not the intent of this clause to promote additional pay in lieu of taking personal holiday hours.

15.5 For employees hired before February 11, 2005, thirty-two (32) hours shall constitute the workweek for all employees in a week in which any of the preceding holidays fall; and all work performed in excess of thirty-two (32) hours in any such holiday week, shall be compensated at time and one-half (1 ½). For employees hired on or after February 11, 2005 of this agreement, forty (40) hours shall constitute the workweek for all employees in a week in which any of the preceding holidays fall.

15.6 Part-time employees shall qualify for personal holidays on the following basis:

One (1) year of service	One (1) four (4) hour personal holiday
Three (3) years of service	Two (2) four (4) hour personal holidays
Eight (8) years of service	Three (3) four (4) hour personal holidays

15.7 In the event a part time employee wishes to extend a vacation with a personal holiday, a two (2) week notice shall be given by the employee. The Company will make every effort to grant their request.

ARTICLE 16

NO INDIVIDUAL AGREEMENTS

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

ARTICLE 17

VACATIONS
(FULL-TIME EMPLOYEES)

17.1 Full time employees who have been continuously and actively employed by the Company for the required length of time as indicated below shall be entitled to the following vacation with pay including base pay premiums:

- One (1) week after one (1) year continuous service.
- Two (2) weeks after three (3) years continuous service.
- Three (3) weeks after eight (8) years continuous service.
- Four (4) weeks after fifteen (15) years continuous service.
- Five (5) weeks after twenty (20) years continuous service.

17.2 Calculation and Vesting of Full-time Employees Vacation Entitlement

a) Full-time employees who qualify will be eligible for vacations on the anniversary date of the time they commenced working full-time, and vacations shall be taken during the anniversary year following such anniversary date. However, after three (3) years of continuous and active service as a full-time employee, vacation rights shall accrue on January 1st of each year instead of on the anniversary date of employment. Vacations shall be taken during the calendar year from January 1 to December 31.

b) Vacation pay will be computed on the basis of a forty (40) hour workweek. In the event of absence from work for eight (8) or more weeks during the anniversary or calendar year, as the case may be, the vacation pay will be prorated accordingly.

c) All employees who are terminated from employment because of proven theft or destruction on Company property shall forfeit all vacation benefits.

17.3 Explanation of Full-time Vesting

a) Each such employee who is actively employed by the Company as of the Saturday closest to the first day of January of each year ("vesting date") and who has completed at least twelve (12) months of continuous service by the vesting date shall immediately become vested for his vacation entitlement (determined as of the vesting date) for the Vacation Year in which the vesting date fall minus any portion of his vacation entitlement for the Vacation Year which the employee has already received.

b) However, after three (3) years of continuous and active service, the vesting date shall be January 1st of each year.

ARTICLE 17 - VACATIONS (FULL-TIME)- CONTINUED

c) Once an employee has vested for vacation benefits for a vacation year, the employee cannot subsequently lose such vacation benefits. In the event of death of an employee, such vested vacation benefits will be paid to the proper legal representative as determined by applicable law.

17.4 Full-time Employees Vacation Selection

Vacations shall be taken in periods of whole calendar weeks. Vacations must be taken in the year when due and vacation time may not be accumulated from year to year. Employees will not be paid additional wages in lieu of taking their vacation. Every effort will be made to comply with the desires of the employees in scheduling their vacations; however, the Company shall have the final decision. Vacation date selections will be granted on a seniority basis, within the six seniority groups set forth in Appendix 1, and so far as is possible, preferences as to dates will be given in the order of length of service. In the event of scheduling conflicts, the Company will pay the employee his vacation eligibility by the end of each calendar year.

17.5 Notice to Company of Vacation Preference

On forms provided by the Company, employees at store locations must indicate their vacation preference by March 1 of each year. Such form shall contain a list of all employees and their vacation entitlement. This form shall also show the Personal Day entitlements for each employee.

a) All employees must give at least one (1) week's notice of resignation in writing to receive unused vacation/personal days due. Employees giving such notice shall be given the opportunity to work through the end of such notice, or be compensated for any work lost as a result of not being allowed to complete such notice at their straight time hourly rate.

b) All full-time vacation shall be approved by March 31st of each year. Employees who have vacation not approved can have until April 15th to select a new date for management approval. Any vacation not selected by these dates will be granted on a first come, first serve basis regardless of seniority. All such vacation requests shall be in writing and dated.

17.6 One (1) week of vacation can be taken one (1) day at a time with prior management approval providing the employee is entitled to two (2) weeks or more of vacation.

ARTICLE 18

VACATIONS
(PART-TIME EMPLOYEES)

18.1 Part time employees who have been continuously and actively employed by the Company for the required length of time as indicated below shall be entitled to vacation with pay including base pay premiums. Vacation pay will be computed based on the total number of hours paid during the preceding twelve (12) months immediately prior to the employee's anniversary date, divided by fifty-two (52).

- One (1) week after one (1) year of continuous service
- Two (2) weeks after three (3) years of continuous service
- Three (3) weeks after eight (8) years of continuous service
- Four (4) weeks after fifteen (15) years of continuous service

18.2 For the purpose of computing vacation credit only, part-time or prime time employees promoted to full-time status will receive vacation pay based upon one (1) full month credit for every two (2) full months worked as a part-time or prime time employees.

18.3 All part time employees must give at least one (1) week's notice of resignation in writing to receive unused vacation/personal days due. Employees not giving such notice shall be given the opportunity to work through the end of such notice, or be compensated for any work lost as a result of not being allowed to complete such notice at their straight time hourly rate.

18.4 Any unused part time vacations will be paid at the end of each calendar year.

18.5 All part time vacations shall be approved by March 31st of each year. Employees who have vacation not approved can have until April 15th to select a new date for management approval. Any vacation not selected by these dates will be granted on a first come, first serve basis regardless of seniority. All such vacation requests shall be in writing and dated.

18.6 One (1) week of vacation can be taken one (1) day at a time with prior management approval providing the employee is entitled to two (2) weeks or more of vacation.

ARTICLE 19

UNION VISITATION

19.1 Upon notification to store manager or person in charge, representatives of the Union shall have the right to visit the Company's places of business at any time during working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no interruption of or interference with the Company's business. Any and all disputes, grievances, complaints or questions hereunder shall be taken up for discussion and settlement by a representative of the Union and of the Company.

19.2 The Union also, through its Membership Servicing Representatives, shall have the right to visit the Company's places of business at any time during working hours for the purpose of updating Union records and fringe benefit entitlements. Membership Service Representatives must, however, first notify the store manager of the time(s) they wish to visit the store and set up an appointment.

ARTICLE 20

VACATION RELIEF WORK

Department Manager positions, classified positions and all premium positions shall be replaced when they are absent for more than three (3) days, within the seven (7) day scheduled work week. Such employee shall receive the applicable starting rate or premium for each position that they are replacing. In the event their existing rate is higher than the classified job's starting rate, the employee shall receive a premium of fifty cents (50¢) per hour over their existing rate.

ARTICLE 21

ASSIGNMENT OF WORK

A wrapper can take meat or fish cut or dressed by a meat cutter, weigh it, insert price tag, place in trays, locker boards or other designated places, and enclose all in a cellophane wrapper, which will be sealed by him/her; he/she can place this meat or fish in any designated case or rotate same in case; he/she can use a slicing machine for luncheon meat which cannot be run through a slicer; wait on customers; and such other similar duties as may be assigned. He/she may do all other work in the Meat Department not normally performed by meat cutters or apprentices. He/she may also perform such work as cleaning of cases, work tables and wiping or cleaning products or any other house cleaning chores required in the Meat Department.

ARTICLE 22

LEAVES OF ABSENCE FOR UNION AFFAIRS

22.1 At the request of the Union, an employee shall be granted a leave of absence without pay for the purpose of accepting a position with the International Union, provided such leave of absence does not exceed one (1) year, and provided there is sufficient advance notice to enable the Company to obtain a qualified replacement for the position vacated. Such employee shall accumulate seniority during the first year of such leave of absence. This leave of absence is renewable every year with mutual consent of both parties.

22.2 The Company agrees to cooperate with the Union and to make every effort to allow additional employees to leave of absence without pay for Union activities (conventions, etc.) taking skills required to maintain efficient operation into consideration. However, such leaves of absence must be upon written application of the employee and must be with the approval of the Company and the Union.

ARTICLE 23

PERSONAL LEAVES OF ABSENCE

23.1 Reasonable leaves of absence without pay may be granted for personal reasons to employees who have worked for a period of one (1) year or more, provided such requests are made by the employee in writing and must be with the approval of the Company and the Union. Seniority shall accumulate during the period of such leave.

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

23.3 It is understood that all vacations and personal holidays will be taken during the period of time immediately preceding the end of the twelve (12) week period unless requested to take otherwise with the Leave of Absence by the employee.

ARTICLE 24

MEDICAL LEAVES OF ABSENCE

24.1 The following schedule shall apply to the entitlement of medical leaves for employees out on a non-work related disability. The schedule is based on length of service with the employer.

One (1) day but less than two (2) months service Two (2) months leave

Two (2) months but less than one (1) yr. One (1) month leave for each full month of service

One (1) year but less than two (2) years Maximum of fifteen (15) months leave

Two (2) years service or more Maximum of eighteen (18) months leave

24.2 Seniority will continue to accrue during medical leave for a non-work related disability according to the above schedule however; an employee's seniority will be broken when the employee has been on a continual medical leave for longer than the above schedule. Extensions of the above schedule will be granted upon mutual agreement between the Company and Union.

24.3 Upon their return an employee shall be restored to their former position at the wage rate applicable for the position at the time of their return. If the employee was on a progression scale at the time that the interruption occurred they shall return at the same level of progression but at the wage rate applicable at the time of return.

24.4 In the event the position the employee formerly held is not in existence at the time of their return they shall be restored to a position with the Company in accordance with the layoff and seniority provisions of the contract. That is as though the employee had been laid off at the time of the interruption in service.

24.5 Any employee who notifies the employer that they intend to return to work shall upon the request of the employer furnish the employer with a doctor's certificate to the effect that they are fit to perform all of the duties of the job of which they are eligible to be restored.

ARTICLE 25

NEW CLASSIFICATION

If, during the life of this Agreement, the Company makes a new classification, the Union has the right to negotiate a rate for such new classification.

ARTICLE 26

GOOD FRIDAY

In the event it is the general practice in an area at locations where employees report for work to attend church on Good Friday, the Company will grant two (2) hours time off without pay for the full-time employees and part-time employees between 12:00 Noon and 3:00 p.m., providing they request such time off at least three (3) days in advance of Good Friday.

ARTICLE 27

JURY DUTY

All employees (full-time, regular part-time and student part-time) who have been employed by the Company for thirty (30) days or more serving on Jury Duty, or subpoena for union and work-related issues, upon presentation of proof of jury duty, be reimbursed for the difference between their regular straight time rate and jury or subpoena pay. Employees not scheduled for Jury Duty on any day must notify their immediate supervisor that they are available for work within their regular work schedule. Employees must notify the Company as soon as they receive notification to report for such Jury Duty. An employee will be scheduled Monday through Friday during the week in which the Jury Duty is scheduled.

ARTICLE 28

DEATH IN FAMILY

28.1 When a death occurs in the employee's (full-time, regular part-time and student part-time) immediate family (father, mother, father-in-law, mother-in-law, grandparents, grandparents-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, wife, husband, grandchild, step-parents, step-children or relative actually residing with employee), such employee shall be given a leave up to three (3) consecutive days and will be paid his straight time rate for any of the three (3) days which are his regularly scheduled working days, but in no case will he receive more pay than his scheduled week. The employee must attend the funeral in order to qualify.

28.2 The fourth (4th) day of bereavement leave will be permitted upon the death of a spouse, child, or mother and father providing the funeral is held on the fourth (4th) day.

28.3 Employees will not be denied reasonable leave of absence in addition to regular bereavement leave when requested if possible.

28.4 In the event a death in the family occurs during an employee's vacation such employee shall be credited with additional vacation time commensurate with the allowable leave as indicated above.

ARTICLE 29

REST, LUNCH AREA, ETC.

Company agrees to provide as far as physical layout permits, reasonable and sanitary toilets, rest and lunch areas.

ARTICLE 30

MALE OR FEMALE

Wherever the word "he" is used in this Agreement, it is intended to mean "he" or "she" or vice versa.

ARTICLE 31

TRANSFER OR REDUCTION IN WORK FORCE

An employee shall perform whatever work the Company may assign, with the understanding that when an employee is assigned to a job paying a lesser rate, he will be entitled to his regular rate of pay unless he has been permanently transferred to a lower rated job in which event he shall receive the rate of such lower rated job.

ARTICLE 32

PROOF OF ILLNESS

In the event there is a question of illness or injury arising under the terms of this Agreement, the Company may require a medical doctor's certificate and/or request the employee to be examined by a Company doctor.

ARTICLE 33

RATE ADJUSTMENT

It is agreed that to simplify the process of granting progression increases based on length of service, all such increases will be made on the first Sunday following the anniversary date on the employee's scale.

ARTICLE 34

PENSION FUND

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

FULL-TIME AND PRIME TIME EMPLOYEES:

<u>Effective:</u>	6/1/04:	\$92.00 per month for all full time and prime time employees
	4/1/07:	\$110.00 per month for all full time and prime time employees

PART-TIME EMPLOYEES:

<u>Effective:</u>	6/1/04:	\$15.00 per month
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34.2 Contributions on behalf of all full-time and prime-time employees shall commence on the first day of the month following the completion of thirty (30) days of employment with the Employer. In the event the Employer hires a full-time or prime-time employee who has been employed by any participating Employer within one (1) year prior to the date of hiring, then, in such event, contributions shall commence on the first day of the month following the completion of such period of employment with the Employer which, together with the employee's prior cumulative full-time or prime-time service with any participating Employer, shall aggregate thirty (30) days.

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

34.4 Contributions shall be made for all employees who have been paid or are entitled to payment for the performance of duties at any time during the month. The contribution rate shall be determined by the employee's full-time or part-time status as of the first (1st) pay period of such employee during the month. In case of employees who have been laid off and who are re-employed, the contribution rate shall be determined by the employee's full-time or part-time status when re-employed.

ARTICLE 34 - PENSION FUND - CONTINUED

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

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

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

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

34.9 In the event the Employee Retirement Income Security Act or any regulations issued pursuant thereto mandates, changes in regulations, the Employer agrees to meet promptly upon the request of the Union to negotiate such additional contribution to the Fund as may be necessary or required to meet the provisions of the Act or such regulations.

34.10 For the purpose of this provision, it is understood that all floor maintenance employees will be considered as being hired or promoted after June 9, 1996.

ARTICLE 35

FAIR EMPLOYMENT PRACTICES

The Company and Union agree that the principle of non-discrimination shall be applied to all aspects of employment relations in line both with National Policy and State policy.

ARTICLE 36

WEEK NOTICE OF LAYOFF

If a full time, part time or prime time employee is permanently laid off, he/she shall receive a week's notice or a week's pay in lieu of notice. (Part time employees who receive the weeks' pay in lieu of notice will receive said pay based on the same formula used to determine part time vacation allowance). This Section shall not apply to lay-offs caused by factors beyond the control of the Company, such as: fire, flood, other Acts of God, power failure, strikes, breach of contracts, no-strike clause, etc.

ARTICLE 37

TRANSFERS AND TRAVEL PAY

37.1 Employees who are temporarily transferred to work at another store location shall receive travel pay of thirty (30¢) per mile providing such travel is over twenty (20) miles. Also, there shall be no mileage paid for travel under twenty (20) miles or where employees are transferred to complete their forty (40) hour week or where an employee is permanently transferred. Employees will be deemed permanently transferred after ninety (90) calendar days.

37.2 The Company shall retain the right at their discretion to transfer within the seniority group within twenty (20) miles.

37.3 For the purposes of layoffs, store reductions and bumps, an employee who refuses to accept a transfer of twenty (20) miles or more from his present store due to proven hardship shall receive a layoff notice upon request.

37.4 Employees classified as department manager trainees shall receive travel pay.

37.5 It is understood that the travel provisions for the Floor Maintenance employees will be applied from the employees base store, and that any travel in a Company owned vehicle will not be compensated for under this provision.

37.6 An employee will receive travel pay only if the distance from their home to the store they are transferred to is greater than the distance from their home to their home store.

ARTICLE 38

PICKET LINE

It shall not be a violation of this Agreement, nor grounds for discipline, discharge or replacement of employees for employees covered hereunder, to refuse to cross a picket line, which has been authorized by and sanctioned by the Union signatory hereto.

ARTICLE 39

STORE NIGHT WORK RULES AND PREMIUMS

39.1 Employees designated as night stock crew, shall work hours between 10:30 p.m. and 7:00 a.m. For newly hired or promoted night stock crew employees on or after 12/1/00, and for existing night stock crew by mutual agreement only, employees shall work hours between 9:00 p.m. and 8:00 a.m.

39.2 Employees designated and working on such a night crew shall be paid an hourly premium of fifty cents (50¢) per hour for all hours worked.

39.3 The person in charge of the night stock crew shall be paid an hourly premium of fifty cents (50¢) per hour as in 39.2 above, plus thirty-five cents (35¢) additional, for a total of eighty-five cents (85¢) per hour for all hours worked.

39.4 Employees designated and working such night stock crew shall be scheduled for a thirty-minute meal period midway through their work shift.

39.5 When an employee is scheduled to work a night stock shift, he shall not be scheduled to work in the next or adjoining day shift period.

39.6 The number of evenings per week that the night stock crew shall work will remain flexible and subject to change as sales and work schedules demand.

39.7 The person in charge of the night stock crew shall have a store door key. This shall be handled in accordance with Company rules.

39.8 All other employees working between the hours of 11:00 p.m. and 6:30 a.m. shall be paid an hourly premium of fifty cents (50¢) per hour for all hours worked.

39.9 The night crew premium of fifty cents (50¢) per hour shall not apply to Floor Maintenance employees.

ARTICLE 39 - STORE NIGHT WORK RULES AND PREMIUMS – CONTINUED

39.10 Effective 3/15/98, there will be a one dollar (\$1.00) per hour premium added to an employee's full time, prime time or part time rate, when performing the responsibilities of a District Trainer. Employees identified as District Trainers will maintain their existing classification, rate, and job status, when not training. The training function will be performed on an as-needed basis and will be scheduled within their normal workweek. Employees designated as a District Trainer will be entitled to the travel pay language in this Agreement.

a) This premium will be added to the agreement based on the understanding that after one (1) year from its implementation, either party may seek to make revisions in the program.

ARTICLE 40

SUNDAY WORK

40.1 Full-time employees hired or promoted prior to February 11, 2005, shall receive time and one-half (1 ½) their regular hourly rate for all work performed on Sundays. Full time employees hired on or after February 11, 2005, shall be paid one dollar (\$1.00) per hour for the first thirty-six (36) months of full time employment, after which, they shall be paid at the rate of time and one-half (1 ½) for all work performed on Sunday. All full-time maintenance employees shall be paid \$1.00 per hour premium for Sunday work.

40.2 Sunday will be considered inside the workweek at the Company's option from January 1st through March 31st of each year. The remainder of the year will be outside the workweek unless otherwise requested by or agreed to by the employee.

40.3 Part-time (regular and student) hired prior to June 14, 1986, shall be paid time and one-half (1 ½) for Sunday work.

40.4 Part-time (regular and student) hired after June 14, 1986 and before June 13, 1987 shall be paid one dollar and fifty cents (\$1.50) per hour premium for Sunday work.

40.5 Part-time (regular and student) hired after June 13, 1987 shall be paid one dollar (\$1.00) per hour premium for Sunday work.

40.6 Part Time Floor Maintenance employees shall receive a premium for all hours worked on Sunday as follows: Effective 12/29/96-50¢, Effective 1/4/98-75¢ and Effective 1/3/99-\$1.00.

ARTICLE 40 – SUNDAY WORK – CONTINUED

40.7 Part time (regular and student) hired or promoted after December 1, 2000, but before February 11, 2005, shall be paid fifty cents (50¢) per hour premium for Sunday work. After one (1) year of service, these employees shall be paid one dollar (\$1.00) per hour for Sunday work.

40.8 Part time (regular and student) and part time floor maintenance employees hired or promoted on or after February 11, 2005, shall receive the regular rate of pay for all hours worked on Sunday, for a period of twelve (12) months. For the second twelve (12) month period, they shall receive fifty cents (50¢) per hour in addition to the regular rate. In the third twelve (12) month period, and thereafter, they shall receive one dollar (\$1.00) per hour in addition to the regular rate for all work performed on Sunday.

ARTICLE 41

EMPLOYEE INJURY ON STORE PREMISES

If an employee is injured on the store premises during the course of the employee's employment, and as a result loses time, he shall be paid for such lost time on the day of the injury (at straight time), but not to exceed his scheduled hours for that day; providing that if the nature of the injury is such that the employee can return to work, the employee must return; providing the employee is treated at a hospital or by a doctor on the day of the injury in the discretion of the store manager; and providing the Company may require the employee to be examined by a doctor designated by the Company.

ARTICLE 42

CHRISTMAS EVE AND CHRISTMAS DAY CLOSING

Employees will not be required to work after 6:00 p.m. on Christmas Eve or before 11:59 p.m. on Christmas Day.

ARTICLE 43

STORE ASSIGNMENT REVIEW

The Company will review present store assignments and, where feasible, effect transfers of individuals in same classification with object of reducing distance from employee's home and store. Those moves will be reviewed and agreed to by appropriate Company supervision and Union Business Agent. Such review will take into consideration all factors including experience, qualifications, distance and productivity.

ARTICLE 44

LOCAL 23 LEGAL FUND

44.1 The Employer shall participate in and contribute to the UFCW, Local 23 and Employers Legal Fund.

44.2 The Employer shall be bound by and assents to all terms of the Agreement and Declaration of Trust of the UFCW, Local 23 and Employers Legal Fund, first created November 1, 1973, last restated and effective January 1, 1986, and any amendments thereto.

44.3 The Employer shall contribute six cents (6¢) per hour for all hours worked (up to forty (40) hours per week) for each full-time and regular part-time regularly employed under UFCW Local 23's jurisdiction.

44.4 Contributions and benefits for employees shall commence effective the first (1st) day of the month following completion of one (1) year of service from date of hire.

44.5 The Employer shall forward such contributions to the UFCW, Local 23 and Employers Legal Fund indicating the hours worked on behalf of each employee no later than the fifteenth (15th) day following the last payroll period of each month.

ARTICLE 45

HEALTH CARE FUND

45.1 The Employer shall pay monthly, within fifteen (15) days after the last day of the last payroll period each month, to the UFCW District Union Local One Health Care Fund, the following sums per employee per month:

<u>Effective Dates:</u>	<u>6/1/04</u>	<u>9/1/04</u>	<u>1/1/05</u>
<u>FULL-TIME EMPLOYEES:</u>			
Family Coverage Plan A:	\$509.00	\$538.00	\$554.00
<u>PART TIME EMPLOYEES:</u>			
Individual Coverage Plan A:	\$307.00	\$325.00	\$335.00
Covered under the Wrap Plan:	\$47.00	\$49.00	\$50.00

ARTICLE 45 – HEALTH CARE FUND – CONTINUED

45.2 Effective 3/1/05 the Employer shall pay monthly, within fifteen (15) days after the last day of the last payroll period each month, to the UFCW District Union Local One Health Care Fund, the following sums per employee per month:

FULL-TIME EMPLOYEES:

Family Coverage: \$490.00

PART TIME EMPLOYEES:

Individual Coverage: \$292.00

Wrap Coverage: \$55.00

In the event that the Board of Trustees of the Fund find that the foregoing contribution rates are insufficient to maintain the Plan of Benefits provided by the Fund, the Employer agrees to make such additional contributions as determined by the Trustees. Maintenance of benefits increases shall be capped as follows:

1/1/06	Up to 12% additional if necessary
1/1/07	Up to 12% additional if necessary

45.3 Contributions shall be made for all employees who have been paid or are entitled to payment for the performance of duties at any time during the month. The contribution rate shall be determined by the employee's full-time or part-time status as of the first (1st) pay period of such employee during the month. In case of employees who have been laid off and who are re-employed, the contribution rate shall be determined by the employee's full-time or part-time status when re-employed.

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

45.5 Contributions for Wrap Coverage shall be made on behalf of all part-time employees and shall commence on the first of the month following completion of twelve (12) months employment with the Employer. In the event the Employer hires a part-time employee who has been employed by any participating Employer within one (1) year prior to the date of hiring, contributions shall commence on the first day of the month following the completion of such period of employment with the Employer which together with the employee's prior service (whether full or part-time) with any participating Employer, aggregates twelve (12) months.

ARTICLE 45 - HEALTH CARE FUND – CONTINUED

45.6 Contributions for Individual Coverage shall be made on behalf of part time employees who have completed twenty-four (24) months of service if no major medical and/or hospitalization is provided to them from any other source. Contributions shall commence the first (1st) of the month following the date on which, a valid application for such coverage is received by the Employer. In the event the Employer hires a part-time employee who has been employed by any participating Employer within one (1) year prior to the date of hiring, eligibility for Individual Coverage shall commence on the first day of the month following the completion of such period of employment with the Employer which, together with the employee's prior service (whether full or part-time), with any participating Employer, shall aggregate twenty-four (24) months.

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

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

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

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

ARTICLE 45 - HEALTH CARE FUND – CONTINUED

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

45.12 The Employer agrees to provide payroll deductions for part-time employees purchasing dependent coverage. These deductions will be due fifteen (15) days after the last day of the last payroll period each month. The amount of the monthly payroll deduction and the rules regarding eligibility and coverage provided shall be as determined by the Fund.

ARTICLE 46

SICK PAY

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

46.2 Effective Dates of Coverage -

- a) Full-time employees are covered on the first day of employment.
- b) Part-time employees are covered on the 25th day of employment.

46.3 Full-time Employees and Part-time Employees:

Effective September 1, 1992 all full-time employees shall be covered for benefits under Plan 1 or Plan 2 and the Employer agrees to assume responsibility for all payment due to any full-time employee who, on July 1, 1992, was out of work due to disability or illness. A Full-time employee is an employee who is regularly scheduled to be employed over thirty (30) hours per week. A full-time employee shall not lose his or her status as such by reason of being placed on a part-time basis unless and until such part-time employment shall continue for three (3) consecutive months.

Notwithstanding any other provision of this Agreement to the contrary, for the purpose of this Article 46, Sick Pay, part-time employees shall be defined as deemed to have been promoted to a full-time employee upon having completed six (6) weeks of full-time employment.

ARTICLE 46 - SICK PAY- CONTINUED

A part-time employee hired before June 14, 1992 and who was covered by the Sick Pay plan in the previous collective bargaining agreement shall be eligible for coverage under Plan 2. A part-time employee hired after June 13, 1992 or who, if hired prior thereto, was not eligible for coverage under the Sick Pay plan shall be covered under applicable state statutory disability benefits at no cost to the employee. A part-time employee is an employee who is regularly scheduled to be employed thirty (30) hours or less per week.

46.4 Who Are Employees -

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

46.5 Benefits Amounts -

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

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

Full-time employees with less than three (3) months full-time service and part-time employees hired prior to June 14, 1992 with at least twenty-five (25) days service will receive the benefits described in Plan 2, subject to a one hundred seventy dollars (\$170) weekly maximum.

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

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

46.6 Benefits For Work Related Disabilities -

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

ARTICLE 46 - SICK PAY - CONTINUED

46.7 Plan 1

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

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

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

46.8 Plan 2

Full-time employees with less than three (3) months of service and part-time employees hired prior to June 14, 1992 with at least twenty-five (25) days service, will receive 60% of "full pay" for up to twenty-six (26) weeks for any one period of disability within any fifty-two (52) week consecutive period, subject to the following limits.

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

ARTICLE 46 - SICK PAY - CONTINUED

46.9 Provisions Applicable To All Plans -

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

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

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

b) Successive periods of disability will be treated as one (1) period of disability, unless:

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

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

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

46.10 Exclusions

Benefits shall not be paid under this plan for disabilities:

1) For which the employee is not under the care of an authorized physician (Medical Doctor, MD; Osteopath DO; Podiatrist or Chiropractor), or

2) due to intentionally self-inflicted injury.

46.11 Termination of Coverage

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

ARTICLE 46 - SICK PAY - CONTINUED

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

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

46.12 The benefits described in Article 46 have been approved and are believed to be in compliance with The New York State Disability Law and are subject to all other provisions and regulations in that law as it now exists or as it may be amended hereafter.

46.13 All vacations and personal days will carry over to the following year if an employee is off on sick leave.

ARTICLE 47

LIGHT DUTY

The Union recognizes the Company's light duty work program.

ARTICLE 48

WORK DAY AND WORK WEEK

48.1 The basic work week for full-time and prime time employees shall be forty (40) hours consisting of five (5) eight-hour days (or three (3) eight (8) hour days, one (1) ten (10) hour day, and one (1) six (6) hour day). A mutual agreement to basic workweek of forty (40) hours may consist of any combination of five (5) days of no less than six (6) hours per day or more than ten (10) hours per day. The workweek for all employees, excluding those employees on the Night Crew, shall start on Sunday and run through Saturday. The workweek for those employees on the Night Crew shall start on Saturday and run through Friday. No employee shall be required to work longer than five (5) hours without time off for meals.

48.2 Forty (40) hours in a week shall be made available for full-time employees.

48.3 Twenty (20) hours in a week shall be made available to part-time (regular and student) employees unless mutually agreed in writing between the parties for any exception. For all part time employees hired on or after June 9, 1996, sixteen (16) hours in a week shall be made available, unless changed by mutual agreement between the Company, the Union, and the employee.

ARTICLE 48 - WORK DAY AND WORK WEEK – CONTINUED

a) Upon receipt of an employee's request in writing the company may schedule three (3) hour shifts for student employees.

48.4 The Company shall have the right to use part-time, regular and student employees on a temporary full-time status during the summer period of May 15th through September 15th or any consecutive ninety (90) day period of each year on a store wide basis. Such employees shall be selected by store seniority. The Union Representative will be notified prior to the establishment of the ninety (90) day period.

48.5 All regular and student part-time employees hired before February 11, 2005 shall receive a one dollar (\$1.00) per hour premium for hours worked over thirty-two (32). (excluding those employees in Article 48.4.)

48.6 Part-time employees scheduled to work for forty (40) hours will receive the minimum full-time contract rate.

48.7 The basic workweek for all full time Floor Maintenance employees will be forty (40) hours. It is understood that all work in excess of forty (40) hours, or work performed on the seventh (7th) day, will be compensated at time and one-half (1 ½).

ARTICLE 49

SCHEDULES

49.1 The hours for each employee shall be scheduled by the Company and shall be posted by 12:00 p.m. on Friday for Monday through Sunday scheduled work days of the following week. (The pay week will remain Sunday through Saturday as provided in Article 48.1). In the event an employee is scheduled to leave work after 12:00 noon on Friday, the employee upon request will be given his scheduled hours for the following week from the store manager.

a) If any employee is required to work outside of his regular schedule, he shall not be required to take time off from his schedule that week in order to avoid overtime.

b) Any employee going on vacation shall be advised of the day and time to report for work following their vacation, however, such reporting may be changed by mutual agreement with the employee.

c) The Company agrees to have the store manager give the store steward a computer copy of the store schedule by 12:00 noon on Friday of each week.

d) The total hours scheduled for the week for each employee shall be enumerated on the posted schedule.

ARTICLE 49 – SCHEDULES – CONTINUED

49.2 Employees may claim entire weekly schedules of less senior employees with more hours. Employees must claim hours by 12:00 p.m. Saturday morning the week prior to the schedule. (This provision does not apply to employees working under Article 48.4.) Such employees will not be scheduled to work more than six consecutive days in a two (2) week schedule except upon employee request.

49.3 There shall be no split shifts scheduled for full-time or part-time employees, unless requested by the employee.

49.4 The Company must allow for ten (10) hours to elapse between scheduled shifts, unless otherwise mutually agreed upon.

49.5 Once the schedule is posted, it will not be changed unless mutually agreed to.

49.6 DOCTOR'S APPOINTMENTS: Prior to the schedule being made, an employee may arrange through their Store Manager to have their "day off" scheduled to coincide with the date of a doctor's written appointment for the employee, their spouse, children or parents. Management retains the right to request the employee to obtain written verification from the physician.

ARTICLE 50

OVERTIME

50.1 Full-time and part-time (regular and student) employees shall receive time and one half (1 ½) their regular hourly rate for all work performed over forty (40) hours in any one (1) week. The Company and the Union recognize and agree that strict compliance is in the best interest of the employer, the union and the employee. Therefore, the Company will not request, suffer or permit any employee to work off the clock, and the Union agrees to cooperate with and assist the employer in assuring strict compliance. Any employee violating this provision shall be subject to disciplinary actions.

50.2 Over time shall be offered by seniority within departments during the preceding scheduled shift.

50.3 Full-time and prime time employees shall receive time and one-half (1 ½) their regular hourly rate for work performed on the sixth (6th) day of their workweek. By mutual agreement, part time (regular and student) employees may work on the sixth (6th) day of their workweek at the straight time rate.

ARTICLE 50- OVERTIME – CONTINUED

50.4 Full-time employees may be schedule to work past 7:00 p.m. two (2) days a week; however, in the event full-time employees are scheduled to work in excess of two (2) times, time and one-half their regular hourly rate will be paid for those hours worked past 7:00 p.m. Employees may work past 7:00 p.m. at their straight time rate more than two (2) days per week with voluntary approval. It is understood that above will not apply to part-time employees (regular and student), night stock crew employees, full time and part time Floor Maintenance employees, store openings (not to exceed one week) and in cases of Acts of God. This section shall apply to Monday through Saturday scheduled days and shall not apply to Sunday scheduled work. There shall be no pyramiding of overtime.

50.5 Employees when required to perform overtime work shall not be given time off in lieu of overtime pay.

ARTICLE 51

CALL INS

51.1 Call-ins shall be done by seniority within department. The Company will not be required to generate overtime or premium pay as a result of this article. Call-in lists will be posted for sign up on a quarterly basis. Three (3) refusals within a three (3) month period will result in an employee's name being withdrawn from the list for the quarter.

51.2 All employees will have four (4) hours made available on a call-in. It is understood that all Floor Maintenance employees will have a minimum of two (2) hours made available if called in to work.

ARTICLE 52

RELIEF PERIODS

52.1 Employees will be allowed a fifteen (15) minute relief period with pay for each four (4) hour shift. These relief periods may be used for a "coffee break" or such rest period as the employee wishes.

52.2 Employees scheduled for a six (6) hour day will be allowed one twenty (20) minute relief period near mid-shift and a time-off meal break to comply with applicable law.

52.3 Employees scheduled for a seven (7) hour or more day will be allowed two (2), fifteen (15) minute relief periods with pay and, at least, a half-hour time off meal break.

52.4 Relief periods shall be designated by the employee's superior and in no case shall they be taken continuously with the lunch period. The Union agrees to assist the Company in avoiding abuse of the relief periods.

ARTICLE 53

APPRENTICES

53.1 Meat department apprentices shall progress up to the new full-time journeyman rate. Such progression shall be based on 1,000 hour increments. Employees shall receive one quarter of the difference between their starting apprentice rate and the new journeyman meat cutter rate for each 1,000 hours worked. Apprentices who have worked at the trade for 4,000 hours shall progress to the journeyman rate.

53.2 Effective June 14, 1986, when full-time store apprentices have worked two (2) years at the trade, they automatically become meat cutters and shall be paid in accordance with Schedule F.

53.3 The Company shall have the right to use up to two (2) regular part-time meat cutter apprentices within each Seniority Group (Appendix 1).

53.4 Meat Cutter Apprentices may work in both Meat Departments and Grocery Departments.

ARTICLE 54

COOPERATION

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

ARTICLE 55

MANAGEMENT RIGHTS CLAUSE

The Company reserves its exclusive rights to exercise the normal functions of Management; including the right to hire, direct, discipline, suspend, discharge for cause, lay off, transfer, require employees to observe reasonable Company rules and regulations, and to decide method, manner and type of business and variety of products to be handled and service to be given, providing the provisions of this Agreement are not violated.

ARTICLE 56

SUCCESSORS AND ASSIGNS

If the Company hereunder sells, leases or transfers its business or any part thereof, the successor Lessee or Transferee shall be bound fully by the terms of this Agreement and shall be obligated to pay the wages and salaries in effect at the time of the sale, lease, or transfer, and shall assume all obligations of this Agreement in the place and stead of the Company signatory hereto.

ARTICLE 57

SEPARABILITY CLAUSE

The provisions of this Agreement are deemed to be separate to the extent that if and when a court of last resort adjudges any provision of this Agreement in its application between the Union and the undersigned Company to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect; provided, further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet within thirty (30) days for the purpose of renegotiation and agreement on provision or provisions so invalidated.

ARTICLE 58

MINIMUM WAGE

In the event of a minimum wage increase the Company and Union agree to meet and discuss the effect. In contemplation of the anticipated increases to the New York State Minimum Wage laws, the Company agrees to meet with the Union prior to January 1, 2006 to discuss the implications of said increases on the current wage scales and if agreement can be reached to make changes to same.

ARTICLE 59

PREVIOUS EXPERIENCE

Proven previous full-time experience and part-time experience which is directly related to the work assigned to a newly hired employee, will be recognized by the Company for the purpose of establishing wage rates only. Completed full months of employment will be counted in determining the length of service to be credited. The amount of the credit shall be limited to the full-time and part-time experience in the three (3) years immediately preceding the date of employment and will not be added to the employee's job rate unless noted on the employees application for employment and verified by the Company. The wage rate of employees credited with previous experience shall be established at a bracket one step below what full credit would call for. It is understood that for any previous part time employee rehired within three (3) years, there shall be no reduction in pay rate. Back pay liability for rate adjustment claims made under this Article shall be limited to those hours worked during the first ninety (90) days of employment. The Company shall not be liable for any rate adjustment claims if the previous experience was not indicated at the time of hiring.

ARTICLE 60

RATE CHANGES

60.1 Part-time employees promoted to full-time with rates in excess of the minimum full-time rate shall be slotted into the full-time progression scale one step above their present rate and continue to progress.

60.2 A full time employee reduced to part time within six (6) months of promotion shall be paid the appropriate part time rate and be covered under the appropriate part time benefit structure. Otherwise, all other full time employees reduced to part time by the Company will retain the hourly rate and benefit structure that they were receiving as a full time employee for a period of twelve (12) weeks after which time they will be paid the appropriate part time rate and be covered under the appropriate part time benefit structure. All training positions must be eliminated before any reductions are made.

60.3 Department heads reduced back to full-time jobs will do so at their past full-time status and appropriate rate based on their seniority.

ARTICLE 61

CUSTOMER SERVICE CLERKS

61.1 Customer service clerks employed in New York State and Pennsylvania State stores will advance through Scale A. Customer service clerks employed in Pennsylvania State stores hired on or after 1/1/05 will advance through Scale A.

Scale A

First twelve (12) months	\$5.65
After twelve (12) months	5.90
After twenty-four (24) months	6.15
After thirty-six (36) months	6.25

Employees who have reached the after thirty six (36) months rate shall receive the General Wage Increases for part time employees as indicated in Article 73.1.

Effective 1/1/05 Customer Service Clerks employed in New York State Stores will advance to the rate of pay in Scale B corresponding to an employee's length of service with the Company. Customer service clerks employed in New York state stores hired on or after 1/1/05 will advance through Scale B.

Scale B

First twelve (12) months	\$6.00
After twelve (12) months	\$6.15
After twenty-four (24) months	\$6.25

Employees who have reached the after twenty four (24) months rate shall receive the General Wage Increases for part time employees as indicated in Article 73.1.

61.2 Other than the above pay schedule, there shall be no other fringe benefits or wage adjustments provided, (except as stated in Article 61.7 and Article 65) except for those Customer Service Employees who are not being paid the minimum wage in the event that the minimum wage is increased.

61.3 Duties of Customer Service Clerks shall be as follows: Customer Service Clerks will be able to supply bag need, handle bottle returns, clean, sweep and mop, parceling, carry-out duties, posting window signs, returning carts to their proper place, cleaning of restrooms, and policing the parking lot. This clerk may be provided with a vest or apparel to distinguish him from other employees.

a) Violations of the work rules governing Customer Service Clerks shall be handled in the following manner:

ARTICLE 61 - CUSTOMER SERVICE CLERKS – CONTINUED

1) 1st offense: The Employer shall be issued a written warning notice by the Union Steward, Union Representative, or an officer of the Union. The Employer will be notified of the possible elimination of the Customer Service Clerk's classification in the market where the violation occurred.

2) 2nd offense: The Employer shall not schedule nor employ any Customer Service Clerks for a period of one (1) week immediately following the second violation of the Customer Service Clerk's provisions in the market where the violation occurred.

3) 3rd offense: The Union reserves the right, upon written notification to the Employer, to suspend for the duration of the collective bargaining agreement all provisions of the Customer Service Clerk's provisions in the market where the violation occurred.

61.4 Customer Service employees may be worked between twelve (12) hours per week up to and including thirty-two (32) hours per week. It is understood that Customer Service Clerks can work a minimum of three (3) hours per shift.

61.5 Effective June 11, 1989 all customer service clerks promoted to regular part-time and student part-time will be required to serve an additional thirty (30) day probationary period. In the event they do not successfully complete this probationary period they will revert back to their past status.

61.6 Effective June 14th 1992, Customer Service Clerks promoted to part-time will retain their original start date for part-time Health Care eligibility. Contributions however will not be due retroactively.

61.7 Customer Service Clerks shall be granted vacations with pay based on the same calculation for part time employees and will follow the schedule outlined below:

- One (1) week after three (3) years of continuous service
- Two (2) weeks after five (5) years of continuous service

ARTICLE 62

CREDIT UNION

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

62.2 UFCW Local 23 Credit Union: The Employer shall deduct from an employee's earnings each payroll period, including vacation pay, the amount specified by an employee on the Local 23 Federal Credit Union written authorization for payroll deductions. Payroll deductions will commence with the payroll period following receipt of an employee's written authorization for Local 23 Federal Credit Union payroll deductions. The Employer shall forward such payroll deductions to the Local 23 Federal Credit Union within seven (7) days following each payroll period indicating the employee's name and the amount deducted during that payroll period for each employee. A form will be provided to the Employer for this purpose by the Local 23 Federal Credit Union."

ARTICLE 63

ACTIVE BALLOT CLUB

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

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

ARTICLE 64

PRIME TIME

64.1 Prime time employees will have seniority over part-time employees in bidding for regular full-time positions. In the event prime time employees with the same prime time start date sign a full-time posting, the senior holder will be deemed to be the employee with the greatest amount of full-time service or if no such employee bids, the senior bidder will be the employee with the greatest amount of part-time service.

64.2 Prime time employees shall not be used on night shifts on a permanent basis. Early morning baking shifts will be exempt.

64.3 Quality Markets will guarantee that the present regular full-time to part-time work force ratio will not be eroded due to the use of prime time employees. The Company will aid the Union in auditing this level.

64.4 The trial period for prime time employees will be up to a three (3) month period. The ability to perform the job at acceptable standards will be the sole basis for determining if an employee successfully completes their trial period. In the event they do not successfully complete their trial period they will be reduced to their past status and wage.

64.5 All prime time positions will be posted on a company wide basis.

64.6 Any part-time employee promoted to prime time who is receiving a base rate higher than the thereafter prime time rate shall continue to receive his/her rate and will receive the negotiated across-the-board increases.

64.7 Any part-time employee promoted to prime time or any full-time employee who reduces to prime time status with rates in excess of the starting prime time scale will slot into the prime time scale one step above their current rate of pay and will continue to progress thereafter.

64.8 Prime time employees will follow all other contractual language and benefits pertaining to part-time employees with the following exceptions:

a) Prime time employees shall not receive any premium for work over thirty-two (32) hours.

ARTICLE 64 -PRIME TIME - CONTINUED

b) Health Care - Employees who bid and receive prime time positions will receive Individual Coverage Plan A benefits. Effective 3/1/05 employees who bid and receive prime time positions or any prime time employee currently receiving Individual Coverage Plan A benefits will receive Individual Coverage. However, after completion of one (1) year in the prime time classification health care coverage may be changed to regular full-time coverage if the employee has no major medical and/or hospitalization provided to the employees' dependent from any other source. Contributions shall commence the first of the month following the date on which a valid application for such coverage is received by the Employer.

c) Pension - Regular full-time employees who reduce to prime time status or part-time employees who bid for and receive a prime time job shall be covered by the UFCW Local One Pension Fund. Payment will be made in accordance with Article 34, at the following schedule:

<u>Effective:</u>	<u>Monthly Contributions:</u>
6/01/04:	\$92.00 per month for all full time and prime time employees
4/01/07:	\$110.00 per month for all full time and prime time employees

d) Prime time employees shall be covered under the full-time holiday, personal holiday and vacation provisions.

e) Prime time employees shall be covered under the full-time overtime provisions.

f) The Company will contribute for prime time employees to the Education, Safety and Cultural Fund the same as full-time employees.

64.9 Full-time employees down bidding for prime time jobs shall use their original part-time seniority date for bidding purposes and determining the appropriate wage.

64.10 The total number of Prime Time positions shall not exceed seventy-eight (78) for the duration of this agreement.

64.11 It is understood that prime time employees will be covered under the full time vacation scale and provisions effective 3/15/98. For the purpose of computing their vacation credit only, prime time employees will receive vacation credit based upon one (1) full month credit for every two (2) full months worked as a part time or prime time employee. However, it is further agreed that no prime time employee would lose a week(s) of vacation as a result of this calculation. On 3/15/98, they will have their 1998 vacation eligibility and date adjusted accordingly. It is the intent of the parties that no employee will suffer a reduction in their current weekly vacation benefits in 1998.

ARTICLE 65

EDUCATION, SAFETY AND CULTURAL FUND

65.1 The Employer shall pay monthly, within fifteen (15) days after the last day of the last payroll period each month, to the UFCW District Union Local One Education, Safety and Cultural Fund, the following sums per employee per month:

FULL-TIME

10¢ per hour per employee

PART-TIME

5¢ per hour per employee

65.2 Contributions shall be made for all employees who have been paid or are entitled to payment for the performance of duties at any time during the month for all straight time paid hours up to forty (40) hours per week. The contribution rate shall be determined by the employee's full-time or part-time status. In case of employees who have been laid off and who are re-employed, the contribution rate shall be determined by the employee's full-time or part-time status when re-employed.

65.3 Contributions for all full-time, prime time and all part-time employees including Janitors and Customer Service Clerks, shall commence on the first day of employment with the Employer.

65.4 The Employer hereby agrees to be bound by the terms of the Trust Agreement, which governs the operation of the Fund and hereby agrees to accept the Employer Trustees of the Fund who have been selected as provided therein, as its representatives in the joint administration of the Fund.

65.5 The foregoing contributions shall be utilized by the Trustees of the Education, Safety and Cultural Fund for the operation of an Education, Safety and Cultural program pursuant to such terms and conditions and rules and regulations, which the Trustees may hereafter adopt. Said Fund shall have its principal office in the City of Utica and shall be administered by a Board of Trustees consisting of an equal number of Union and Employer Trustees selected in accordance with the Declaration of Trust.

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

ARTICLE 65 - EDUCATION, SAFETY AND CULTURAL FUND – CONTINUED

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

65.8 Effective 3/1/05 the Employer shall no longer be required to make contributions to the Education, Safety and Cultural Fund.

ARTICLE 66

LOCAL 23 SCHOLARSHIP FUND

EFFECTIVE JULY 1, 1993, the Employer shall participate in and contribute to the Anthony J. "Bud" Luty Scholarship Fund.

The Employer shall be bound by and assents to all terms of the Agreement and Declaration of Trust of the Anthony J. "Bud" Luty Scholarship Fund, and any amendments thereto.

The Employer shall contribute one cent (1¢) per hour for all hours worked (up to forty (40) hours per week) for each bargaining unit employee regularly employed under UFCW Local 23's jurisdiction.

Contributions for employees shall commence effective the first (1st) day of the month following completion of one (1) year of service from date of hire.

The Employer shall forward such contributions to the Anthony J. "Bud" Luty Scholarship Fund indicating the hours worked on behalf of each employee no later than the fifteenth (15th) day following the last payroll period of each month.

ARTICLE 67

SAFETY AND HEALTH

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

67.2 The Company will participate with the Union on a Joint Labor/Management Retail Food Industry Safety and Health Committee.

a) The Committee shall consist of equal representatives from the Union and the Industry, subject to replacement under such circumstances and conditions as each party may determine.

b) The Retail Food Industry Safety and Health Committee shall meet regularly, but not less than quarterly after work hours.

67.3 The Health and Safety Director of the Union shall have the right to visit any of the Company's places of business in order to ensure a safe work environment.

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

67.5 The Union may designate one (1) employee per store to act as a Safety and Health Representative.

a) The Safety and Health Representative will receive one additional paid personal day to attend a Union sponsored Safety and Health Conference.

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

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

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

STEP 3 The Company and the Union will submit the dispute to the President of the Union and Vice President of Human Resources and will jointly resolve the dispute.

ARTICLE 68

EMPLOYMENT OF MINORS

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

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

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

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

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

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

ARTICLE 69

NO STRIKE - NO LOCKOUT CLAUSE

69.1 No Strike Clause

The Union agrees that there shall be no strikes, slowdowns, or other such interference with operations during the term of this Agreement.

69.2 No Lockout Clause

The Company agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 70

STORE DRESS POLICY

The Company agrees to inform the applicable Union Representative of its policy covering store dress and of the status of the same. Prior to implementation of any changes in the Dress Code, the Company agrees to meet with the joint Labor Management Committee to discuss the changes.

ARTICLE 71

UNION STEWARD

71.1 A store Union Steward shall be the last employee to be laid off or reduced in classification.

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

71.3 One (1) additional paid personal day will be allowed per calendar year for the purpose of attending Steward's Conference.

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

71.5 The Company will be required to introduce new hires to the Union Steward during orientation.

71.6 The Company will notify the employee of their right to Union Representation during any disciplinary meetings.

ARTICLE 72

MEAT CUTTERS WORK

Employees not classified as Journeyman Cutters, Meat Managers, or Apprentice Meat Cutters may not use tools of the trade including but not limited to cleaver, hand or electric saw, meat grinder, tenderizing machine, hamburger patty machine, and cubing machine. Exception - when the needs of the customer still must be addressed, and adequate help is not available.

ARTICLE 73

WAGES

73.1 General Wage Increases:

	<u>6/5/05</u>	<u>6/4/06</u>
Full Time	25¢	20¢
Part Time	25¢	20¢

Employees whose job classifications are covered under Schedules A, B, C, D, E and F shall receive the wage rates enumerated therein or the above general wage increases, whichever are greater.

SCHEDULE A

Wages for Full Time Classified Positions

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
Local 1 Grocery Manager (Store Over 300K)	\$15.6025	\$15.8525	\$16.0525
Local 23 Grocery Manager (Store Over 300K)	\$15.5525	\$15.8025	\$16.0025
Local 1 Grocery Manager (Store Under 300K)	\$15.1900	\$15.4400	\$15.6400
Local 23 Grocery Manager (Store Under 300K)	\$15.1400	\$15.3900	\$15.5900
Local 1 Meat Manager	\$15.6025	\$15.8525	\$16.0525
Local 23 Meat Manager	\$15.5525	\$15.8025	\$16.0025
Local 1 Journeyman Baker	\$13.1000	\$13.3500	\$13.5500
Local 23 Journeyman Baker	\$13.0500	\$13.3000	\$13.5000

SCHEDULE B

Local 1 Front End Manager (Store Under 150K)

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
1st Year	\$11.4500	\$11.7000	\$11.9000
2nd Year	\$11.9275	\$12.1775	\$12.3775
3rd Year	\$12.2775	\$12.5275	\$12.7275
4th Year	\$12.6275	\$12.8775	\$13.0775
Thereafter	\$12.9775	\$13.2275	\$13.4275

Local 23 Front End Manager (Store Under 150K)

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
1st Year	\$11.4000	\$11.6500	\$11.8500
2nd Year	\$11.8775	\$12.1275	\$12.3275
3rd Year	\$12.2275	\$12.4775	\$12.6775
4th Year	\$12.5775	\$12.8275	\$13.0275
Thereafter	\$12.9275	\$13.1775	\$13.3775

ARTICLE 73 - WAGES - CONTINUED

Local 1 Front End Manager (Store Over 150K)

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
1st Year	\$12.4500	\$12.7000	\$12.9000
2nd Year	\$12.9275	\$13.1775	\$13.3775
3rd Year	\$13.2775	\$13.5275	\$13.7275
4th Year	\$13.6275	\$13.8775	\$14.0775
Thereafter	\$13.9775	\$14.2275	\$14.4275

Local 23 Front End Manager (Store Over 150K)

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
1st Year	\$12.4000	\$12.6500	\$12.8500
2nd Year	\$12.8775	\$13.1275	\$13.3275
3rd Year	\$13.2275	\$13.4775	\$13.6775
4th Year	\$13.5775	\$13.8275	\$14.0275
Thereafter	\$13.9275	\$14.1775	\$14.3775

The Company has the right, through attrition, to eliminate the Front End Manager position

SCHEDULE C

Local 1 Deli Manager/Deli-Bakery Manager/Produce Manager

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
1st Year	\$13.4275	\$13.6775	\$13.8775
2nd Year	\$13.7775	\$14.0275	\$14.2275
3rd Year	\$14.1275	\$14.3775	\$14.5775
4th Year	\$14.4775	\$14.7275	\$14.9275
Thereafter	\$14.9150	\$15.1650	\$15.3650

Local 23 Deli Manager/Deli-Bakery Manager/Produce Manager

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
1st Year	\$13.3775	\$13.6275	\$13.8275
2nd Year	\$13.7275	\$13.9775	\$14.1775
3rd Year	\$14.0775	\$14.3275	\$14.5275
4th Year	\$14.4275	\$14.6775	\$14.8775
Thereafter	\$14.8650	\$15.1150	\$15.3150

ARTICLE 73 - WAGES - CONTINUED

Local 1 Bakery Manager

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
1st Year	\$13.4275	\$13.6775	\$13.8775
2nd Year	\$13.6975	\$13.9475	\$14.1475
3rd Year	\$13.9275	\$14.1775	\$14.3775
4th Year	\$14.1775	\$14.4275	\$14.6275
Thereafter	\$14.4775	\$14.7275	\$14.9275

Local 23 Bakery Manager

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
1st Year	\$13.3775	\$13.6275	\$13.8275
2nd Year	\$13.6475	\$13.8975	\$14.0975
3rd Year	\$13.8775	\$14.1275	\$14.3275
4th Year	\$14.1275	\$14.3775	\$14.5775
Thereafter	\$14.4275	\$14.6775	\$14.8775

Note: For Deli-Bakery Department whose Bakery sales exceed \$6,000, there shall be separate Deli and Bakery Manager

SCHEDULE D

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
Local 1 Full time before 6/11/83	\$13.8275	\$14.0775	\$14.2775

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
Local 23 Full time before 6/11/83	\$13.7775	\$14.0275	\$14.2275

SCHEDULE E

Local 1 Store Systems Manager

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
1st Year	\$11.4500	\$11.7000	\$11.9000
2nd Year	\$11.9275	\$12.1775	\$12.3775
3rd Year	\$12.2775	\$12.5275	\$12.7275
4th Year	\$12.6275	\$12.8775	\$13.0775
Thereafter	\$12.9775	\$13.2275	\$13.4275

ARTICLE 73 - WAGES - CONTINUED

Local 23 Store Systems Manager

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
1st Year	\$11.4000	\$11.6500	\$11.8500
2nd Year	\$11.8775	\$12.1275	\$12.3275
3rd Year	\$12.2775	\$12.5275	\$12.7275
4th Year	\$12.5775	\$12.8275	\$13.0275
Thereafter	\$12.9275	\$13.1775	\$13.3775

Note: All stores shall employ a Store Systems Manager with the exception of the following three stores: Frewsburg, Sheffield, and Ellicottville. These three stores shall employ a Scan File Coordinator. For any store whose average weekly volume is less than \$80,000, the Company has the right to, through attrition, replace all Store System Managers with Prime Time or Part Time Scan File Coordinators. It is understood that those employees currently in these stores are grandfathered. For those stores whose average weekly volume is more than \$80,000 the Company agrees to employ a Store Systems Manager.

SCHEDULE F

Journeyman Meat Cutters hired before 6/14/86:

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
Local 1	\$14.94	\$15.19	\$15.39
Local 23	\$14.89	\$15.14	\$15.34

Local 1 Journeyman Meat Cutters hired on or after 6/14/86:

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
Start	\$11.45	\$11.70	\$11.90
After 6 Months	\$12.00	\$12.25	\$12.45
After 12 Months	\$12.40	\$12.65	\$12.85
After 18 Months	\$13.90	\$14.15	\$14.35

Local 23 Journeyman Meat Cutters hired on or after 6/14/86:

	<u>6/8/04</u>	<u>6/5/05</u>	<u>6/4/06</u>
Start	\$11.40	\$11.65	\$11.85
After 6 Months	\$11.95	\$12.20	\$12.40
After 12 Months	\$12.35	\$12.60	\$12.80
After 18 Months	\$13.85	\$14.10	\$14.30

ARTICLE 73 - WAGES - CONTINUED

Additional Premiums:

Seafood Captain	65¢ over appropriate full time scale rate
Bookkeeper	65¢ over appropriate scale rate
Head Night Shift	85¢ over appropriate full time scale rate
Night Shift	50¢ over appropriate scale rate
District Trainer	\$1.00 over appropriate scale rate
Scan File Coordinator	25¢ over appropriate part time or prime time scale rate
Floral Department Head	65¢ over appropriate scale rate
Store Closer	\$1.00 over \$150,000 week/50¢ under \$150,000 weekly

Any non-classified employee who is designated by management as a Night Closer, shall receive a one (\$1.00) dollar per hour premium for all hours worked on said shift in stores with average weekly volume in excess of \$150,000. Those stores with average weekly volumes of less than \$150,000, the premium will be fifty cents (50¢) per hour for all hours worked on said shift.

For those stores whose average weekly volume is less than \$80,000, the Company has the right to, through attrition, replace all classified positions, excluding Meat Managers, with full time clerks. It is understood that those employees currently in these stores are grandfathered. For those stores whose average weekly volume is more than \$80,000, the Company agrees to maintain classified positions.

SCHEDULE G

FULL TIME EMPLOYEES

Full Time Clerks

Start	\$7.25
After 12 Months	\$7.70
After 24 Months	\$8.15
After 36 Months	\$8.50

Employees who have reached the after thirty six (36) months rate shall receive the General Increases for full time employees as indicated in Article 73.1

Assistant Deli Manager:

Start	\$8.15
After 12 Months	\$8.45
After 24 Months	\$8.75
After 36 Months	\$9.05
After 48 Months	\$9.40

Employees who have reached the after forty eight (48) months rate shall receive the General Increases for full time employees as indicated in Article 73.1

ARTICLE 73 - WAGES - CONTINUED

PRIME TIME EMPLOYEES:

Prime Time Clerks:	
Start	\$6.50
After 12 Months	\$6.75
After 24 Months	\$7.00
After 36 Months	\$7.25
After 42 Months	\$7.50

Employees who have reached the after forty-two (42) months rate shall receive the General Increases for full time employees as indicated in Article 73.1

PART TIME EMPLOYEES

Effective 6/8/04 Part Time clerks employed in New York State and Pennsylvania State stores will advance through Scale A. Part Time clerks employed in Pennsylvania State hired on or after 1/1/05 will advance through Scale A.

	<u>Scale A</u>
Start	\$5.75
After 6 Months	\$6.00
After 12 Months	\$6.20
After 18 Months	\$6.40
After 24 Months	\$6.60
After 30 Months	\$6.80
After 36 Months	\$7.00
After 42 Months	\$7.25

Employees who have reached the after forty-two (42) months rate shall receive the General Wage Increases for part time employees as indicated in Article 73.1.

ARTICLE 73 - WAGES - CONTINUED

Effective 1/1/05 part time clerks employed in New York State stores with wage rates below \$6.00 will advance to the start rate in Scale B and will continue to advance thereafter utilizing the 1/1/05 date for subsequent movement through the progression. Part Time clerks employed in New York State with wage rates of \$6.00 or more will continue to advance through Scale A. Part time clerks employed in New York state hired on or after 1/1/05 will advance through Scale B.

	<u>Scale B</u>
Start	\$6.00
After 6 Months	\$6.20
After 12 Months	\$6.40
After 18 Months	\$6.60
After 24 Months	\$6.80
After 30 Months	\$7.00
After 36 Months	\$7.25

Employees who have reached the after thirty-six (36) months rate shall receive the General Wage Increases for part time employees as indicated in Article 73.1.

SCHEDULE H

Floor Maintenance Employees

All Part Time Floor Maintenance Employees:

Start	\$6.10
After 12 Months	\$6.35
After 24 Months	\$6.75
After 36 Months	\$7.25

Employees who have reached the after thirty-six (36) months rate shall receive the General Wage Increases for part time employees as indicated in Article 73.1.

All Full Time Floor Maintenance Employees:

Start	\$7.75
After 12 Months	\$8.20
After 24 Months	\$8.65
After 36 Months	\$9.00

ARTICLE 73 - WAGES - CONTINUED

Employees who have reached the after thirty six (36) months rate shall receive the General Wage Increases for full time employees as indicated in Article 73.1.

All Local 23 Employees will progress at a rate of sixty five cents (65¢) below of what normal progression would call for, after one (1) year of service. Those employees at or above the thereafter rate shall receive the general wage increases.

In the event the Federal or State minimum wage is raised during the term of this agreement, the Company and the Union will meet to discuss the preceding wage scales and will make adjustments to such scales as is necessary and agreed to by the parties.

ARTICLE 74

NEW STORE OPENINGS

74.1 New Store Provisions:

The following provisions shall be effective at the time of each store opening:

a) All employees hired after the Employer's acquisition of any stores previously owned by another company shall be covered by the terms of this Agreement where such store is in the same geographical or metropolitan area as other stores owned or acquired by the Employer.

b) The Union and the Employer will meet and negotiate with respect to any terms and conditions set forth in the Labor Agreement as such terms may bear upon employees hired by the Employer in the stores it has acquired.

c) All existing employees who are transferred to a new store shall remain under all provisions of the master Quality Markets Contract.

d) The probationary period for all employees hired for the store shall commence on the day that the store actually opens for business. The probationary period will end ninety (90) days from the date of the opening.

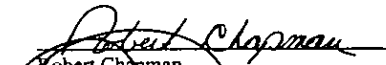
ARTICLE 75


LENGTH OF AGREEMENT

75.1 This Agreement shall become effective as of the 8th day of June, 2004 and remain in effect for three (3) years, until the 6th day of June, 2007 (11:59p.m.) and thereafter from year to year, subject to a sixty (60) day notice by either party before the expiration date or prior to any anniversary date thereafter.


75.2 Either party may request a desire to modify, amend, or terminate this Agreement. Such notice of modification, amendment or termination shall be by written notice to the other party sent by registered mail.


FOR THE COMPANY:
QUALITY MARKETS



Robert Chapman
Chief Executive Officer



David Watroba
Senior Manager of Labor Relations

FOR THE UNION:
UFCW DISTRICT UNION LOCAL ONE
AFL-CIO, CLC


Frank C. DeRiso
President


Eric A. Glathar
Secretary-Treasurer


Robert S. Boehlert
Director of Collective Bargaining


Angelo A. Vellake
Area Director

LOCAL 23


Ronald Lenhart
President

APPENDIX 1

GROUP I

- 2 Falconer, New York, South Work Street
- 18 Frewsburg, New York, Center Street
- 49 Lakewood, New York, East Fairmount Avenue
- 61 Jamestown, New York, Foote Avenue
- 71 Jamestown, New York, Fluvanna Avenue

GROUP II

- 14 Sheffield, Pennsylvania, Center Street
- 19 North Warren, Pennsylvania
- 26 Kane, Pennsylvania, Fraley Street
- 52 Youngsville, Pennsylvania, Railroad Street

GROUP III

- 5 Corry, Pennsylvania, North Center Street
- 10 Union City, Pennsylvania, North Main Street
- 33 Meadville, Pennsylvania, North Street

GROUP IV

- 6 Randolph, New York, Randolph Plaza
- 57 Ellicottville, New York, Washington Street

GROUP V

- 22 Silver Creek, New York, Central Avenue
- 24 Mayville, New York, South Erie Street
- 70 Dunkirk, New York, 4th & Main Streets
- 72 Dunkirk, New York, Central Avenue
- 74 Westfield, New York, Main Street

GROUP VI

- 62 Erie, Pennsylvania, West 38th Street
- 63 Erie, Pennsylvania, 12th Street
- 64 Erie, Pennsylvania, East 6th Street
- 65 Erie, Pennsylvania, East Grandview

IMPORTANT NOTICE

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

IT IS YOUR RESPONSIBILITY

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

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

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

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

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

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

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



1-800-697-8329

web: www.ufcwone.org

e-mail: ufcw@ufcwone.org



6355



November 7, 2005

Mr. Bob Boehlert c/o UFCW Local One
106 Memorial Pkwy.
Utica, New York 13501-4887

Dear Bob:

This letter shall serve as acknowledgement on the part of Penn Traffic of an error contained in our recently negotiated contract for Local One, Jamestown Stores (Master) agreement.

That error appears in Article 73 "Wages". Specifically the portion of the article that reads "All Local 23 employees will progress at a rate of **sixty five cents (.65)** below of what normal progression would call for", should read "All Local 23 employees will progress at a rate of **\$0.05 cents** below of what normal progression would call for,." (correction emboldened for emphasis).

The correction as described above, is the accepted version of this agreement. Should there be any other issues arising from this correspondence, please do not hesitate to contact this office, anytime.

Very truly yours,

Dave Watroba
Senior Manager of Labor Relations