

K # 6703

3300  
ees

**AGREEMENT BETWEEN**

---

**Cleveland Food Industry  
Committee**

and

**Akron-Canton Food Industry  
Committee**

and

12/29/03  
20/62/21  
**United Food & Commercial  
Workers Union  
Local No. 880  
Meat Division**

---

**880 UFCW**

5208

*Effective*  
September 9, 2002

*Expiration*  
September 11, 2005

**James B. Jerele**  
President

**Thomas H. Robertson**  
Secretary-Treasurer

## TABLE OF CONTENTS

Article	Subject	Page
I	Recognition and Union Security .....	1
II	Management Rights .....	2
III	Hours .....	3
IV	Working Conditions .....	9
V	Seniority .....	12
VI	Vacations .....	14
VII	Leaves of Absence .....	17
VIII	Holidays .....	19
IX	Wages and Related Items .....	21
X	Health and Welfare .....	29
XI	Pension .....	34
XII	Group Legal Services .....	35
XIII	Collection of Fringe Benefits .....	35
XIV	Credit Union .....	36
XV	Grievance and Arbitration .....	37
XVI	Industry-Union Standing Committee .....	38
XVII	No Strike/No Lockout .....	39
XVIII	Savings and Separability .....	40
XIX	Zone Rates .....	40
XX	Termination .....	40
	APPENDIX "A" — Job Guarantee and Severance Agreement .....	41
	APPENDIX "B" — Ancillary Agreements/ Statements of Position .....	44
	ADDENDUM Food Service .....	46
	SUPPLEMENTAL AGREEMENT The Fishers Foods of Canton, Ohio .....	49

## AGREEMENT

This Agreement is by and between the members of the CLEVELAND FOOD INDUSTRY COMMITTEE and AKRON-CANTON FOOD INDUSTRY COMMITTEE, on behalf of their members, hereinafter referred to, separately and collectively, as the "Employer," and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL No. 880, chartered by United Food and Commercial Workers International Union, AFL-CIO-CLC, hereinafter referred to as the "Union."

### ARTICLE I

#### Recognition and Union Security

**Section 1. Recognition** — The Employer recognizes the Union as the sole bargaining agent for all of the Employer's meat department employees in its retail stores located in the Ohio counties of Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Ashland, Erie, Holmes, Huron, Portage, Stark, Summit, Tuscarawas, and Wayne, and the Pennsylvania county of Erie, excluding supervisors as defined in the National Labor Relations Act, as amended. Furthermore, the handling, processing, and offering for sale of fresh and frozen meats, poultry, fish, rabbits, sausage, and smoked meat which has customarily been performed by bargaining unit employees in the store shall continue to be within the work and collective bargaining jurisdiction of the Union, regardless of place of performance, (1) to the extent such work continues to be performed by the Employer within the Union's geographical area of representation as set forth above, and (2) to the extent such work is not currently performed by employees who are represented by another union. The Employer may employ one (1) food service manager in a store not in the bargaining unit. Specifically, although only the Employer's store meat department in the aforementioned counties are covered by this Agreement, the Employer recognizes that the Union has work and collective bargaining jurisdiction over the Employer's store delicatessen operations, store prepared and/or hot food operations (including adjunct cafeterias), meat warehouse, and central cutting plants, when any such operations are located within the aforementioned counties and are not currently represented by another union. Provided that —

1. The Employer shall retain managerial discretion in the areas of work methods and/or processes and merchandising policies and/or techniques, including but not limited to, the rights to introduce new and/or change existing work methods and/or processes (centralized or decentralized), to introduce new equipment and/or technological processes, and to obtain and sell pre-cut, pre-packaged, pre-processed, pre-priced, etc., products from outside sources;
2. The Employer will notify the Union at least three (3) weeks before making any major technological change that would affect a substantial number of employees;
3. No regular full-time employee will be displaced (i.e.,

deprived of a job), reduced in rate of pay, and/or reduced below regular full-time status (i.e., forty [40] hours per week) because of the exercise of such managerial discretion described in subparagraph 1 above. For the purpose of this Article only, a regular full-time employee is one who, at the time of the change, has completed his or her probationary period and is actively working, is on an approved leave of absence, or is absent because of illness or injury;

4. If, after the exercise of such managerial discretion described in subparagraph 1 above, there are any unresolved questions concerning displacement, reduction in rate of pay, and/or reduction below full-time status, the Union may submit such questions to arbitration under the grievance procedure in the Agreement.

**Section 2.** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members, and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following execution date of this Agreement become and remain members in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall on the thirty-first (31st) day following the beginning of such employment become and remain members in the Union.

**Section 3.** The Employer shall for the term of this Agreement deduct initiation fees, Union dues, and any other deductions that are uniformly applied from each pay period of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. The Employer shall remit all deductions promptly to the Union.

**Section 4.** An Employer may establish specialty shops operated by other employers on a store-by-store basis only with the consent of the Union, with the understanding that none of the employees covered by this Agreement will be adversely affected in any way by such changes.

## ARTICLE II Management Rights

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

Employer shall not exercise such rights in an arbitrary or capricious manner.

## ARTICLE III Hours

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

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

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

- a. This optional workweek must be mutually agreeable between the Employer and the employee;
- b. Employees working this optional workweek shall be scheduled at least forty (40) hours per week;
- c. The optional workweek shall be offered in order of seniority within classification among employees who have the ability to perform the work;
- d. The optional workweek shall be scheduled in accordance with the Sunday work and basic workweek Sections contained in Article III of this Agreement;
- e. Sunday work shall be paid at the appropriate Sunday rate;
- f. All work over ten (10) hours per day shall be paid for at the rate of time and one-half (1½) the straight-time rate of pay;
- g. Employees working ten (10) hour shifts shall receive a fifteen (15) minute rest period during the first half of the

shift, and a twenty (20) minute rest period during the second half of the shift;

- h. There shall be no night hours restriction among those employees electing this option.

**Section 1(d).** 1. A full-time or part-time employee may volunteer to be scheduled for up to ten (10) hours per day on any Sunday or Saturday at straight-time rates, plus any appropriate Sunday or holiday premium pay except time and one-half. Employees who are entitled to time and one-half for work on Sundays or holidays who choose to work these shifts shall receive a fifty cents (\$.50) per hour premium for work on Sundays and a one dollar (\$1.00) per hour premium for work on holidays. If an Employer and an employee mutually agree upon the entire weekly schedule for that employee, the ten (10) hour Sunday and/or Saturday shift(s) may be scheduled. If more than one employee wishes to work such ten (10) hour shifts on the same day and an Employer cannot schedule all of them for such shifts, the employee(s) with the greatest seniority will be scheduled for such shift(s). Employees scheduled to work nine (9) or more hours in a day shall receive a fifteen (15) minute rest period during the first half of the shift, and a twenty (20) minute rest period during the second half of the shift.

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

**Section 2(a).** Employees hired before September 11, 1984, shall be paid at time and one-half (1½ times regular rate of pay) for Sunday and holiday work, but Sundays and holidays shall be outside their regular workweek and the current rotational scheduling procedure shall be continued (except as provided in subsection (c) of this Section).

**Section 2(b).** For those stores open on Sundays and holidays prior to September 11, 1984, employees hired on or after September 11, 1984, shall be paid at their straight-time rate of pay. In addition, all such employees, except Student Employees shall receive a premium of fifty cents (\$.50) per hour for Sunday work and a premium of one dollar (\$1.00) per hour for holiday work, but Sundays and holidays shall be outside their regular workweek and the current rotational scheduling procedure shall be continued.

**Section 2(c).** For those stores open on Sundays and holidays after September 11, 1984, employees hired on or after September 11, 1984, shall be paid at their straight-time rate of pay. In addition, all such employees, except Student Employees shall receive a premium of fifty cents (\$.50) per hour for Sunday work and a premium of one dollar (\$1.00) per hour for holiday work and will be scheduled as part of the workweek, and must work Sundays and holidays if sched-

uled. Hours worked on Sundays and holidays by such employees in such stores cannot be claimed by employees hired prior to September 11, 1984 (or by any employee who would receive time and one-half [1½] for such work).

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

1. The hours counted for determining health and welfare contributions;
2. The hours counted for pension contribution purposes;
3. Hours accumulated for establishing rates of pay; and
4. Hours counted for vacation pay.

**Section 3(a).** The following terms in this Section shall apply to Meat Department Head, First Cutter, Journeyman Cutter, Apprentice Meat Cutter, and Meat Clerks, hired before September 11, 1984, in the jurisdiction of the Cleveland Food Industry Committee Agreement.

1. Nights are all times after 6:00 P.M. and before 6:00 A.M.
2. For the purpose of this Section the following classifications shall be considered the same: Meat Department Head, First Cutter, Journeyman Cutter and Apprentice Meat Cutter. However, it is understood that the terms of this Section shall not require or cause a Meat Department Head to work more than two (2) nights per week, and any remaining nights shall be worked by other employees in accordance with the terms of this Section.
3. The Employer may require each employee to work one (1) night. However, the Employer will not schedule a more senior employee a night if a less senior employee (including employees hired on or after September 11, 1984) is not scheduled to work a night within the same classification.
4. It is the intent of the parties to attempt to resolve at store level the working of nights by mutual agreement of the employees among themselves within classification.
5. If a mutual agreement is not reached, employees will select a night by seniority within classification. After each employee works the one (1) required night in a week, then inverse order of seniority shall apply for the working of any additional nights within classification.
6. Employees hired before September 11, 1984, will not be required to work Saturday night.

**Section 3(b).** The following terms in this Section shall apply only to Deli Clerks hired before September 11, 1984:

1. Nights are all times after 6:00 P.M. and before 6:00 A.M.

2. Employees will be required to work one (1) night per week. However, the Employer will not schedule a more senior employee a night if a less senior employee (including employees hired on or after September 11, 1984) is not scheduled to work a night. After each employee works the one (1) required night in a week, then inverse order of seniority shall apply for the working of any additional nights.
3. Employees hired before September 11, 1984, will not be required to work Saturday night.

**Section 4.** There shall be no pyramiding of overtime or other premium pay compensation (including night premiums).

**Section 5.** An employee shall be paid time and one-half (1½ times his or her regular rate of pay) as follows:

- (a) For all hours worked in excess of forty (40) in one (1) regular workweek.
- (b) For all hours worked in excess of thirty-two (32) in one (1) holiday workweek (except as provided in Article VIII, Holidays, Section 1).
- (c) For all hours worked in excess of eight (8) in one (1) day or in excess of forty (40) in one (1) workweek, whichever is greater.
- (d) Time and one-half (1½) shall be paid to employees working a sixth (6th) day in their appropriate basic workweek if such work is involuntary and required by management.

**Section 6.** Part-time employees shall be guaranteed fourteen (14) hours of scheduled work in any week in which they are scheduled to work at all. Provided that —

- (a) Part-time employees called in to work Saturday only, or the day before a holiday only, shall be guaranteed eight (8) hours of scheduled work on that day, but are exempted from the weekly guarantee;
- (b) Part-time employees who are not available for fourteen (14) hours of work per week or who do not report as scheduled are exempted from the weekly guarantee.

**Section 7.** Part-time employees shall receive available hours up to full-time work in accordance with seniority and classification.

**Section 8.** There shall be no split shift (i.e., all work done in one [1] day shall run continuously from starting time to quitting time, except for lunch and rest periods), and no employee shall be permitted to accept time off in lieu of overtime pay. Furthermore, a meat department employee ordered to report for work shall be scheduled for not less than five (5) hours of work if he or she is available for the hours scheduled, and a deli department employee ordered to report for work shall be scheduled for not less than four (4) hours of work if he or she is available for the hours scheduled. In ad-

dition, except in emergency situations, all employees will be given at least ten (10) hours off between work shifts. If, as a result of a scheduling error, an employee is involuntarily scheduled with less than ten (10) hours off between shifts, the employee may have the schedule adjusted to provide for such time off with no loss of hours.

**Section 9.** Employees shall receive a fifteen (15) minute paid rest period for each half (½) day worked, not to exceed two (2) rest periods per day. Employees working six (6) hours or less in one (1) day shall be entitled to one (1) fifteen (15) minute rest period. Insofar as practicable, the first employees within each classification to report for work will be the first to receive rest periods and, to the extent reasonably permitted by operational requirements, employees will work at least one (1) hour and fifteen (15) minutes before being scheduled for a rest period. An employee shall not exceed fifteen (15) minutes allowed for the rest period and shall return to his or her duties within the time allowed.

**Section 10.** A lunch period, without pay, shall be scheduled by the Employer as near as possible to the middle of the shift for any employee who works in excess of six (6) hours. Those employees working six (6) hours or less shall not be required to take a lunch period. Lunch periods shall be of one (1) hour duration. However, by mutual agreement between the Employer and employee, it may be of shorter duration or eliminated.

**Section 11.** Each store will post a work schedule, in ink, by 1:30 P.M. each Friday for the following week with all employees (including anyone on layoff) listed according to seniority showing starting times, quitting times, and the total number of hours scheduled for the week. Each employee must make known any errors in the schedule by noon on Saturday. Employees not working on Friday or Saturday may call during hours the store is open for business to get their schedule. The work schedule will not be changed after posting, except in cases beyond the control of the Employer, such as strikes by other unions, Acts of God, or absenteeism. Upon request, the union representative will be furnished a copy of the schedule, and all old schedules shall be maintained in the store for a period of two (2) months.

**Section 12.** To the extent consistent with efficient store operations, days off for employees regularly scheduled five (5) days per week who regularly work thirty-two (32) or more hours per week shall be scheduled by the Employer and will not be changed from week to week unless necessitated by sickness, vacations, holidays, or emergencies beyond the control of the Employer.

**Section 13.** There shall be a First Cutter in every store meat department which has four (4) or more qualified full-time Journeyman Meat Cutters (including the Meat Department Head and Meat Cutter-Counters).

**Section 14.** Overtime hours within each store shall be equi-

tably rotated within classifications, provided the employee is capable of doing the required work.

**Section 15.** It is agreed that if the Employer decides to schedule one (1) or more employees off on Saturdays, the Saturday day off will be rotated on an equitable basis within classification. It is understood that the Employer may, in its own discretion, commence or cease scheduling employees off on Saturdays.

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

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

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

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

**Section 18(a).** Any employee who has to appear in court for the Employer for any reason shall be paid for such time. If the court appearance is on the regular day off of an employee who regularly works five (5) days per week, the employee shall be paid at the rate of time and one-half (1½).

**Section 18(b).** An employee who is required by subpoena to appear in Court as a witness and misses work because of that appearance will receive up to one (1) day's pay for hours of work actually lost, but the Employer has the right to adjust the employee's work schedule that week to make up the lost hours.

**Section 19(a).** All required meetings including meetings for training shall be paid for as time worked.

**Section 19(b).** When the employee is required to travel from one (1) store to another or to attend a meeting in a different location other than his/her store during his/her basic workday, the time spent traveling shall be considered as time worked.

**Section 20. Learn and Earn Program** — Employees who wish to attend an institution of higher learning or a trade school and are unable to work any and all assigned schedules shall put such commitment into writing for both the Em-

ployer and the Union, and such information shall, upon request, be made available to the Union. Employees who are available to work only certain hours due to other commitments shall not cause a reduction in hours for other employees when such commitments no longer interfere with their availability; they will have the right to additional hours, in accordance with seniority, when such additional hours are available.

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

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

## ARTICLE IV Working Conditions

**Section 1.** Necessary book work shall be performed during work hours and on the Employer's premises.

**Section 2.** The Employer may require employees to initial Employer policy and rules to verify that those policies and rules have been read and that the employees are familiar with their contents. Company policies and rules which employees are required to initial shall be posted in each store and furnished to the Union upon request.

**Section 3(a).** The Union shall furnish the Employer orientation kits to be distributed to newly hired and rehired employees. All completed forms filled out by new or rehired employees will be forwarded by the Employer to the Union Office immediately upon hire. Such forms are self-addressed, and postage paid by the Union.

**Section 3(b).** The Employer shall submit to the Union a list of employee terminations, leaves of absence, and permanent transfers with each monthly dues report.

**Section 3(c).** In January and July of every year, each Employer shall supply the Union with store seniority lists of all employees by classification. In addition, upon request by the Union (not more than semi-annually), a company-wide seniority list is to be provided which shall include name, date of hire, store, and classification.

**Section 4.** Upon request from the Union, the Employer will submit its safety policy. Employees failing to comply with reasonable rules and regulations defined by Company policy and/or State regulations and/or Federal regulations governing safe and healthy working conditions are subject to disciplinary measures. An employee has the right to refuse to perform any work which he or she considers unduly hazardous, but if the alleged safety risk is found to be insufficient to justify the refusal, the employee is subject to appropriate discipline, including suspension or discharge, if circum-

stances warrant. The Union-Industry Safety Committee shall meet as often as necessary, upon request of either party, to discuss and attempt to resolve any safety problems within the industry.

**Section 5.** Union Representatives shall be allowed to enter stores to conduct Union business when the store is open for business or when outside salesmen are in the store. In facilities other than stores (where employees covered by this Agreement are employed), Union Representatives shall be allowed access to conduct Union business during regular working hours.

**Section 6(a).** The Employer recognizes the right of the Union to select a Steward at each store or facility covered by this Agreement to represent the employees on grievances concerning the interpretation or application of this Agreement. Union Stewards shall be allowed a reasonable amount of time to perform this function during their regular working hours.

**Section 6(b).** The Union Steward shall be considered to have the longest seniority for purposes of layoff.

**Section 6(c).** Providing there is no disruption of the Employer's operations of business, Union Stewards shall be scheduled for the night off to attend Stewards meetings and the regular area meeting.

**Section 6(d).** No Union Steward shall be transferred, except for incompetence, unless such transfer is agreed to by the Steward or the Union.

**Section 6(e).** The Employer will pay annually up to one (1) day's pay for one (1) Union Steward per store to attend the Local Union's Annual Union Steward Seminar(s).

**Section 7.** All stores shall provide bulletin board space for Official Union notices signed and approved by an Officer or Union Representative of the Union.

**Section 8.** The Union and the Employer agree that in the hiring or employment of employees there shall be no discrimination against an employee or against any applicant for employment because of race, sex, creed, national origin, age, or disability. It is also agreed that there shall be no discrimination against any employee who exercises his or her right to aid and assist the Union or make claims under this Agreement.

**Section 9(a).** No employee shall be disciplined or discharged without just cause.

**Section 9(b).** An employee shall have the right to have his or her Union Steward or Union Representative present during any disciplinary meeting, provided they are available.

**Section 10.** An employee may agree but shall not be required to take a lie detector test or to be the subject of the psychological stress evaluator or similar device whatsoever.

**Section 11.** All reprimands will be automatically removed from an employee's personnel records when they become two (2) years old, with the exceptions of suspensions and arbitration awards.

**Section 12(a).** In the event that an employee who has worked as a full-time or regular employee for a period of two (2) years or more should suffer an industrial accident and is attended by a physician and cannot return to work within one (1) week, he or she shall receive their first (1st) week's pay only, less any Industrial Commission payment allowed during the first (1st) week.

**Section 12(b).** If an employee is injured on the job and requires medical attention and is ordered not to return to work by the attending physician, the employee shall be paid for their scheduled hours that day.

**Section 13.** When the Employer needs additional employees, the Employer shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

**Section 14.** The Union agrees to furnish to the Employer at least one (1) Union Store Card for each of the Employer's stores covered by the Agreement, to be displayed on the premises in a conspicuous place. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

**Section 15.** Notwithstanding anything to the contrary in this Agreement, an employee who enters into a business, either as an employee or owner, that competes directly with the Employer shall be subject to immediate discharge, without recourse.

**Section 16.** The Employer shall for the term of this Agreement deduct an annual voluntary contribution to the Union's Active Ballot Club from the first (1st) pay in the month of September for those employees who have voluntarily and individually authorized such deductions by executing and submitting a written authorization (i.e., check-off form) therefor and all funds so deducted shall be remitted to the Union's Active Ballot Club before the end of September, provided that, where practicable, the Employer will work with the Union to deduct voluntary contributions to the Union's Active Ballot Club from each pay (with proper employee authorization), and all funds so deducted shall be remitted to the Union's Active Ballot Club at the end of each month.

**Section 17. New Methods** — It is agreed that should the Employer intend to initiate a major change in method of operation which is not presently in the industry within the area of operation covered by the Union that would result in a substantial change in the content of any job presently covered by this Agreement (e.g., including but not limited to "case ready" cuts of meat, "pre-priced" items, etc.), the Employer

shall give notice of the nature of such suggested new method of operation to the Union, following which, the matter of job classifications, wages and/or other conditions and/or the disposition of employees potentially to be displaced shall then become a matter of negotiation with the Union for a period of forty-five (45) days. Pending negotiations by the parties during the above-mentioned forty-five (45) day period, no change of operations as above set forth shall be placed into effect.

In the event the parties have not arrived at agreement within the above forty-five (45) day period, the Employer may elect to place such changed method of operation, as above defined, into effect, and all unresolved issues in regard to job classifications, wages, working conditions, and/or the disposition of displaced employees shall be submitted to final and binding arbitration in accordance with Article XV, Grievance Procedure. The remedy, if any, shall be effective with the date of the arbitrator's award.

## ARTICLE V Seniority

**Section 1.** All new employees shall be on probation for sixty (60) days, and the Employer shall have exclusive control over such probationary employees, including, but not limited to, the right to discipline or discharge.

**Section 2(a).** Seniority shall be defined as the length of an employee's service within classification from his or her last date of hire, but for all seniority purposes, First Cutters and Journeyman Meat Cutters shall be considered as one classification. For multi-store operations, seniority shall be on a county area basis, and secondly on a company-wide basis (unless other areas are agreed upon between the Union and a Company). Provided, that if the Employer temporarily transfers an employee for the benefit of the Employer and such transfer required the employee to travel an additional twelve (12) miles or more (one way), the employee shall be reimbursed thirty-one cents (\$.31) per mile for the additional miles of required travel.

**Section 2(b).** Upon the completion of training Apprentice Meat Cutters shall be dovetailed into the Journeyman seniority list with retroactive credit for time worked as an Apprentice for the Employer.

Apprentices who have not completed their training shall be laid off before a Journeyman.

**Section 3.** For the purpose of layoff, recall (reinstatement after layoff), permanent transfer from one store to another (except when such transfer is made to staff a new store) and/or permanent transfer from one type of work to another, an employee's classification seniority shall be considered along with his or her experience and ability to perform the available work, and if all other considerations are reasonably equal, seniority shall be the controlling factor. However, it is agreed that there shall be no transfers which are discriminatory,

punitive, or arbitrary, and if any disputes arise over transfers, the Union shall have the right to process such disputes through the grievance procedure. Furthermore, when an employee is transferred to a different store, the Employer will make every effort to assign the employee to a store which is a reasonable distance from the employee's home. If it ever becomes necessary to change the status of a full-time employee, either by layoff or reduction to part-time status, the Union and the Employer shall confer within forty-eight (48) hours after notification to the Union regarding the contemplated layoff or hours reduction, and whatever arrangements are made for the layoff or hours reduction shall be final.

**Section 4.** In the event of a decrease in the work force, a senior employee not subject to layoff may accept a layoff in lieu of a junior employee who is capable of performing the senior employee's work. The procedure for this option is that the Employer shall, if reasonably practicable, post a five (5) day layoff notice, and during this period a senior employee not subject to layoff may notify the Employer that he or she prefers to accept a layoff in lieu of a qualified junior employee, and any such request shall be granted by the Employer in accordance with seniority. A senior employee who elects to take a layoff may, after a ninety (90) day period, exercise his or her seniority to return to work.

**Section 5(a).** For the purpose of promotion, the Employer has the right to make the final decision after giving due consideration to seniority.

**Section 5(b).** Senior employees shall have the right to demonstrate their fitness and ability (including retraining) for newly created jobs.

**Section 5(c).** It is agreed that any regular employee who is classified as a Meat Clerk or a Deli Clerk shall have the right to advance to the position of Apprentice Meat Cutter if such employee demonstrates the fitness and ability to perform the required work. In order to advance to the position of Apprentice Meat Cutter, an employee must advise the Employer in writing of his or her request, and thereafter any such employees who have so indicated their preference will be considered for available Apprentice openings as they occur. Any employee who advances to the Apprentice position will not suffer a rate reduction as a result of such advancement. Furthermore, any employees who become Apprentice Meat Cutters under this procedure and who do not successfully complete the Apprentice program because of lack of ability, willingness to perform the required work, or any other valid reason, shall revert back to their previous classification at the appropriate rate for that classification, and shall be prohibited from any future job bids under this paragraph for a period of twelve (12) months. In addition, Deli Clerks shall have the right to advance to the position of Meat Clerk under the same procedures and conditions set forth above.

**Section 6.** Seniority shall be terminated or broken for the following reasons:



1. Voluntary quit;
2. Discharge for cause;
3. Layoff exceeding twelve (12) consecutive months;
4. Failure to report for work within five (5) days after a written recall notice is sent to the employee's last known address (but the employee must notify the recalling Company within three [3] days of his or her intention to return to work).

**Section 7.** A regular full-time employee shall be given a one (1) week notice of layoff or hours reduction or shall receive pay in lieu thereof.

**Section 8.** In the event of a grievance arising out of a layoff or an hours reduction, there shall be no Employer liability until one (1) week after the grievance is filed by the Union if the Employer has given the one (1) week notification as required in Section 7 of this Article. In the event that the Employer has not given the one (1) week notification, the Employer's liability shall begin with the first day of a layoff or an hours reduction (if such layoff or hours reduction is determined to be out of seniority).

**Section 9.** Any employee assigned to a job within the Company not under any Union jurisdiction shall maintain his or her seniority within the bargaining unit for a maximum probationary period up to one (1) year from the date of assignment. During the probationary period, the employee shall maintain membership in the Union. The Company will continue contributions into Meat Cutters Health & Welfare Fund and into United Food & Commercial Workers International Union-Industry Pension Fund during this period. Within this period, the Company or the employee may request return to the employee's former classification. The Company will notify the Union when the probationary period ends, but may terminate it at any time during the year. The one (1) year period can be extended by mutual agreement between the Employer and the Union.

**Section 10.** In the event of a long-term layoff of employees in a particular classification, the Employer will work with the Union in an effort to reach an agreement to provide laid-off employees the opportunity to fill vacant positions for which they are qualified.

## ARTICLE VI Vacations

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

FULL YEARS OF CONTINUOUS SERVICE	WEEKS OF VACATION
1	1
3	2
7	3
12	4
17	5
23	6

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

**Section 2(b).** In the event an employee dies, any or all vacation which he/she has earned shall be compensated to his/her estate.

**Section 2(c).** Any employee shall forfeit his or her right to any unused vacation pay if discharged for just cause.

**Section 3.** If a holiday falls within the scheduled vacation period of an employee, he or she shall receive an additional day off with pay.

**Section 4.** The Employer shall pay vacation pay in advance of the vacation.

**Section 5(a).** Employees who average thirty-seven (37) or more hours per week during a vacation year shall be paid forty (40) hours for each week of vacation. Leaving work due to slow business conditions before the end of a shift by mutual agreement between the Manager and employee shall not reduce vacation entitlement.

**Section 5(b).** Vacation pay for employees who average less than thirty-seven (37) hours per week during a vacation year shall be calculated by multiplying the hourly rate of an employee at the time they take their vacation by the average hours per week they were paid in the vacation year. The vacation year is defined as being the twelve (12) month period between the anniversaries of the employee's hiring date (for first year employees), or the calendar year, whichever is applicable. The average hours per week paid during a vacation year shall be determined by dividing the number of hours paid during the vacation year by fifty-two (52).

**Section 5(c).** When a full-time employee's vacation pay is reduced due to long-term illness in the preceding calendar year, the amount of vacation time to be taken off from work during the following calendar year will be reduced to the nearest number of whole vacation weeks which his or her pay represents. By mutual agreement between the employee and the Employer, or where needed due to medical conditions, the vacation time will not be reduced. This subsection applies only to the time taken off from work, and shall have no effect upon the amount of vacation pay to be received. Partial weeks of vacation pay remaining will also be paid in advance of the vacation.

**Section 5(d).** In the calculation of vacation pay, the first three

(3) months of work missed due to an injury which occurs while an employee is at work shall be credited as time worked at the number of hours per week the employee averaged in the three (3) months preceding the date of the injury.

**Section 6.** The Employer shall reasonably determine the vacation periods available and the number of employees who can be on vacation at any one time. The Employer shall establish a reasonable procedure for employees to select vacation periods by seniority and the vacation schedule must be posted by March 1 of each year. Once a vacation schedule is posted, it will not be changed without the mutual consent of the Employer and the employee. Vacations must be scheduled in the calendar year, except that where necessary vacation which falls due in the twelfth (12th) or thirteenth (13th) periods may be carried over to the first (1st) period of the next year; no employee may be required to take pay in lieu of vacation, but may do so by mutual agreement between the Employer and the employee. If an employee qualifies for a one (1) week's vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, he or she may take the first week early or wait and take both weeks together. Furthermore, it has been agreed that the prime vacation time from the first full week in June through the first full week in September shall be shared by as many employees as is practicable. Furthermore, employees may exercise their seniority as set forth above to initially select a maximum of two (2) vacation weeks during the prime period, and they may only receive additional vacation weeks during this prime period if all of the applicable vacation weeks for their store are not selected by other employees.

**Section 7.** Employees entitled to three (3) or more weeks of vacation per year may elect, by mutual agreement, to take one or more days at a time for one of the weeks. Notice must be given by Tuesday noon of the week preceding the day or days requested. Split vacations cannot be taken within ten (10) consecutive calendar days preceding a legal holiday, or five (5) consecutive calendar days following a legal holiday. It is understood that the Employer may refuse such requests for any operational reasons and may impose a limit on one (1) employee per week per classification for each store by date of request and seniority (when the requests are submitted at the same time). Any leftover days of split vacation weeks not taken by November 1st will be scheduled at the discretion of the Employer prior to March 1st of the following year.

**Section 8.** Employees on National Guard or Military Reserve Duty shall not be required to take vacation at that time.

**Section 9.** In the event an employee has his or her vacation preapproved at least two (2) weeks in advance of his or her vacation and the employee's vacation check is not made available in advance of the vacation, a cash advancement, which approximates the net amount owed, shall be given to the employee at the store, provided the employee signs a payroll deduction authorization acknowledging receipt of the

payment. The Employer shall recoup the advancement from the employee's vacation check or subsequent payroll checks, as needed.

## ARTICLE VII Leaves Of Absence

**Section 1(a).** In the event of the death of a regular full-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or any other relative residing with the employee, the employee shall be allowed a maximum of three (3) days' leave with pay, ending with the date of the funeral, and the employee shall receive funeral pay for any of such days which the employee was regularly scheduled to work. However, if the funeral is two hundred (200) miles or more from the employee's home, an additional day of leave with pay shall be allowed. Furthermore, if a recognized holiday falls during the period of an employee's funeral leave, an additional day of leave with pay shall be allowed. In addition, in the event of the death of a regular full-time employee's brother-in-law or sister-in-law, the employee shall be allowed off on the day of the funeral, and he or she shall receive full pay for such day if he or she was regularly scheduled to work on such day. Provided, that no employee shall be paid more than a full week's pay because of a funeral leave, and an employee must attend the funeral or devote time to same to be eligible for funeral leave (or pay).

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

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

1. A full-time employee shall receive jury duty pay when he or she is on jury duty on his or her regularly scheduled day(s) off, but such jury duty service shall not be considered as hours worked.
2. A full-time employee must report for work on any scheduled working day that he or she is released from jury duty the day before or the morning of the scheduled working day.
3. A full-time employee must present the Employer with an official voucher showing the amount of jury duty pay received.
4. A full-time employee shall receive no jury duty pay when he or she is on Federal Grand Jury Service in excess of sixty (60) days.

5. If a full-time employee is on jury duty, the Employer shall have the option of either scheduling the employee for work on Saturday or altering the employee's schedule so that he or she will not be scheduled to work on Saturday. If the Employer elects to schedule the employee for work on Saturday, the employee then has the option of not working the Saturday so long as he or she notifies the Employer of his or her preference by the preceding Thursday.

6. If a full-time employee is on jury duty, and the Employer elects to schedule the employee for work on Saturday, the employee shall be paid at the rate of time and one-half (1½ times regular rate of pay) for all hours worked.

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

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

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

**Section 5.** All employees shall upon written request supported by satisfactory medical confirmation be granted an extended medical leave of absence without pay for illness or injury for six (6) months, and such medical leave shall be extended, upon written request supported by satisfactory medical confirmation, for five (5) successive six (6) month periods, but in no case shall a medical leave extend beyond three (3) years. Any employee who has been on sick leave may be required, at the discretion of the Employer, to submit to and pass a physical examination before being permitted to return to work.

**Section 6.** Employees appointed or elected to a Union office or as a delegate representing the Union shall, upon written

application, be given a leave of absence without pay or benefits for the term of their appointment or office not to exceed three (3) years.

**Section 7.** The Employer agrees to comply with all Federal and State laws regulating the reemployment of veterans.

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

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

**Section 10.** Notwithstanding anything to the contrary in this Article, if a Meat Department Head is on a leave of absence in excess of thirty (30) days, he or she may be returned as a Journeyman Meat Cutter.

**Section 11.** During extended leaves of absence, all Company benefits shall cease in accordance with Company policy.

## ARTICLE VIII Holidays

**Section 1.** In weeks in which the following holidays occur — New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the basic holiday week shall be thirty-two (32) hours. Time worked in excess of thirty-two (32) hours shall be paid at the rate of time and one-half (1½ times regular rate of pay), provided that an employee may waive the time and one-half rate for hours in excess of thirty-two (32) and up to forty (40) in a holiday week. The Employer shall post a sign-up sheet for volunteers who wish to elect that waiver on the Monday of the week preceding the holiday week, and those employees will then be selected by seniority for additional hours at straight-time rates up to forty (40) hours during the holiday week.

**Section 2(a).** Each full-time employee shall receive eight (8) hours' straight-time pay for each of the above holidays.

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

WEEKLY WORK	STRAIGHT-TIME
12 - 15 hours	3 hours' pay
16 - 19 hours	4 hours' pay
20 - 23 hours	5 hours' pay
24 - 28 hours	6 hours' pay
29 - 31 hours	7 hours' pay
32 hours and over	8 hours' pay

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

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

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

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

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

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

The foregoing changes to Sections 4, 5, and 6 shall not be applicable to employees hired prior to September 26, 2002.

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

a sick day from January 1 through April 30 of any calendar year.

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

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

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

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

## ARTICLE IX Wages and Related Items

**Section 1(a). Meat Department Head** — A Meat Department Head is a qualified Journeyman Meat Cutter who is designated by the Employer to be in charge of a store meat department. A Meat Department Head must have the knowledge and ability to operate the department in a manner satisfactory to the Employer and must be capable of generally directing the other employees in the meat department, of ordering merchandise, of serving customers, of operating the meat department in accordance with the Employer's operational and merchandising policies, and of performing all the duties of a qualified Journeyman Meat Cutter.

**Section 1(b).** The minimum regular hourly rate for employees classified as Meat Department Head shall be:

Meat Dept. Head	Effective	Effective	Effective
Hired Before	1-5-03	9-14-03	9-12-04
3-13-83	\$17.92	\$18.22	\$18.62
Hired After			
3-13-83	\$16.77	\$17.07	\$17.47

Specifically, all Meat Department Heads shall receive minimum increases of fifty cents (\$.50) per hour effective January 5, 2003, thirty cents (\$.30) per hour effective September

14, 2003, and forty cents (\$.40) per hour effective September 12, 2004.

**Section 2(a). First Cutter** — A First Cutter is a qualified Journeyman Meat Cutter with at least two (2) years continuous service designated by the Employer to be in charge of a store meat department in the absence of the Meat Department Head. A First Cutter must be capable of substituting for and assisting the Meat Department Head in accordance with the Employer's operational and merchandising policies and of performing all the duties of a qualified Journeyman Meat Cutter.

**Section 2(b).** The minimum regular hourly rate for employees classified as First Cutters shall be:

First Cutter	Effective	Effective	Effective
Hired Before	1-5-03	9-14-03	9-12-04
3-13-83	\$16.84	\$17.14	\$17.44
Hired After			
3-13-83	\$15.69	\$15.99	\$16.29

Specifically, all First Cutters shall receive minimum increases of forty cents (\$.40) per hour effective January 5, 2003, thirty cents (\$.30) per hour effective September 14, 2003, and thirty cents (\$.30) per hour effective September 12, 2004.

**Section 3(a). Journeyman Meat Cutter** — A qualified Journeyman Meat Cutter is a skilled butcher who has either completed a recognized apprenticeship program in his or her trade or has developed equivalent ability through practical experience. A Journeyman Meat Cutter must be capable of cutting and preparing meats in forms acceptable to the Employer and in a manner that will yield the maximum number of profitable cuts from a carcass, of performing all other non-supervisory duties which are now or may be involved in the operation of the meat department (such as cutting, grinding, slicing, displaying, cleaning, preparing, processing, wrapping, pricing, and selling), and of waiting on customers in a proficient and courteous manner and performing all other duties incidental thereto.

**Section 3(b).** The minimum regular hourly rate of pay for employees classified as Journeyman Meat Cutters shall be:

Journeyman	Effective	Effective	Effective
Hired Before	1-5-03	9-14-03	9-12-04
3-13-83	\$16.615	\$16.915	\$17.215
Hired After			
3-13-83	\$15.465	\$15.765	\$16.065

Specifically, all Journeymen shall receive minimum increases of forty cents (\$.40) per hour effective January 5, 2003, thirty cents (\$.30) per hour effective September 14, 2003, and thirty cents (\$.30) per hour effective September 12, 2004.

**Section 4(a). Meat Cutter-Counter** — A Meat Cutter-Counter is a qualified Journeyman Meat Cutter who works fifty percent (50%) or more of his or her time on a service counter in a service store.

**Section 4(b).** The minimum regular hourly rate for employees classified as Meat Cutter-Counters shall be:

Cutter-Counter	Effective	Effective	Effective
Hired Before	1-5-03	9-14-03	9-12-04
3-13-83	\$16.535	\$16.835	\$17.135
Hired After			
3-13-83	\$15.385	\$15.685	\$15.985

Specifically, all Cutter-Counters shall receive minimum increases of forty cents (\$.40) per hour effective January 5, 2003, thirty cents (\$.30) per hour effective September 14, 2003, and thirty cents (\$.30) per hour effective September 12, 2004.

**Section 5(a). Apprentice Meat Cutter** — An Apprentice Meat Cutter is an employee who is in training to learn all of the necessary skills and duties of a Journeyman Meat Cutter. It shall be the responsibility of the Employer to provide an Apprentice with training so that the Apprentice will have the opportunity to acquire the necessary experience and skill during the apprenticeship period specified in Article IX, Section 5(b). The Union and the CFIC shall work together to establish a joint apprenticeship training program with the Bureau of Apprentice Training to the maximum extent practicable, subject to the mutual approval of the Union and the CFIC.

**Section 5(b). Apprentice Meat Cutters** — The minimum regular hourly rate for Apprentice Meat Cutters (Hired On or After September 11, 1984) shall be as follows:

Apprentices	
0-6 months	60% of Journeyman
6-12 months	65% of Journeyman
12-18 months	70% of Journeyman
18-24 months	80% of Journeyman
24-30 months	85% of Journeyman
30-36 months	90% of Journeyman

Specifically, all Apprentice Meat Cutters who are actively employed on September 26, 2002, and covered by this Agreement shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and then shall remain at the increased rate until properly qualifying under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Apprentice Meat Cutters and all Apprentice Meat Cutters hired after the progression date, shall progress through the contract progression wage schedules (brackets) until they reach top rate.

**Section 6(a). Meat Clerk** — A Meat Clerk is an employee who has the knowledge and ability to work in the meat department as directed by the Employer. A Meat Clerk must be capable of performing work, except cutting, which is now or

may be customarily performed in the meat department (such as plattering, weighing, pricing, displaying, and the packaging and slicing of cold and smoked meats) and of waiting on customers in a proficient and courteous manner.

**Section 6(b). Meat Clerks Hired Before September 11, 1984.** The minimum hourly rate for Meat Clerks hired before September 11, 1984, shall be as follows:

Meat Clerks Hired Before 9-11-84	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
Over 30 months (5200 hours)	\$14.88	\$15.18	\$15.48

Specifically, all Meat Clerks hired before September 11, 1984, who are actively employed at the top rate (having thirty [30] or more months of continuous service) or more as of September 26, 2002, shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and thereafter shall receive minimum increases of thirty cents (\$.30) per hour effective September 14, 2003, and thirty cents (\$.30) per hour effective September 12, 2004.

**Section 6(c). Meat Clerks Hired On or After September 11, 1984.** The minimum hourly rates for Meat Clerks hired on or after September 11, 1984, shall be as follows:

Meat Clerks Hired On or After 9-11-84	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
0-30 calendar days	\$ 6.30	\$ 6.45	\$ 6.60
31 days - 3 months	6.80	6.90	7.00
3 - 9 mos. (520 hrs)	7.00	7.10	7.20
9 - 18 mos. (1560 hrs)	7.25	7.35	7.45
18 - 24 mos. (3120 hrs)	7.85	7.95	8.05
24 - 30 mos. (4160 hrs)	8.55	8.70	8.85
30 - 36 mos. (5200 hrs)	9.75	9.95	10.15
Over 36 mos. (6240 hrs)	12.45	12.75	13.05

Specifically, all Meat Clerks hired on or after September 11, 1984, who are actively employed at the top rate (having thirty-six [36] or more months of continuous service) or more as of September 26, 2002, shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and thereafter shall receive minimum increase of thirty cents (\$.30) per hour effective September 14, 2003, and thirty cents (\$.30) per hour effective September 12, 2004. Provided, further, that all Meat Clerks who are actively employed as of September 26, 2002 (and who have completed their probationary period prior to that date) and who at that time have less than thirty-six (36) months of continuous service shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and then shall remain at the increased rate until properly qualifying, under the

continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Meat Clerks and all Meat Clerks hired after September 26, 2002, (including those who complete their probationary period after that date) shall progress through the contract progression wage schedules (brackets) until they reach top rate.

**Section 7(a). Deli Clerks** — A Deli Clerk is an employee who has the knowledge and ability to work in the deli department (i.e., operation of a deli service counter, sausage shop, and/or take-out hot foods services, including high-rise cases) as directed by the Employer. A Deli Clerk must be capable of performing work, except cutting, which is now or may be customarily performed in the deli department (such as weighing, pricing, packaging, cooking, slicing, and displaying) and of waiting on customers in a proficient and courteous manner.

**Section 7(b).** A deli department is defined as the operation of a deli service counter, sausage shop, and/or take-out hot food service (including high-rise cases), but it is clearly understood that a high-rise case in a store without a regular deli department (as defined above) is part of the meat department. All Meat Clerks who were employed prior to September 8, 1974, shall have seniority over all Deli Clerks, and in the event of a layoff or reduction in hours, any Meat Clerks who were employed prior to September 8, 1974, will have the right to transfer to a deli department without loss of pay rate or classification.

**Section 7(c).** The minimum hourly rates for Deli Clerks hired after August 4, 1980, and on or before October 15, 1993, shall be as follows:

Deli Clerks Hired After 8-4-80 to 10-15-93	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
0-30 days	\$ 6.30	\$ 6.40	\$ 6.50
31 days - 3 months	6.50	6.60	6.70
3 - 9 mos. (520 hrs)	6.85	6.95	7.05
9 - 18 mos. (1560 hrs)	7.20	7.30	7.40
18 - 24 mos. (3120 hrs)	7.70	7.85	8.00
24 - 30 mos. (4160 hrs)	8.65	8.85	9.05
Over 30 mos. (5200 hrs)	11.85	12.15	12.45

Specifically, all Deli Clerks hired after August 4, 1980, and on or before October 15, 1993, who are actively employed at the top rate (having thirty [30] or more months of continuous service) or more as of September 26, 2002, shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and thereafter shall receive minimum increases of thirty cents (\$.30) per hour effective September 14, 2003, and thirty cents (\$.30) per hour effective September 12, 2004.

**Section 7(d).** The minimum hourly rates for Deli Clerks hired after October 15, 1993 shall be as follows:

Deli Clerks Hired After 10-15-93	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
0-30 calendar days	\$ 5.70	\$ 5.80	\$ 5.90
31 days - 3 months	5.95	6.05	6.15
3 - 9 mos. (520 hrs)	6.30	6.40	6.50
9 - 18 mos. (1560 hrs)	6.75	6.85	6.95
18 - 24 mos. (3120 hrs)	7.60	7.75	7.90
24 - 30 mos. (4160 hrs)	8.75	8.85	9.15
Over 30 mos. (5200 hrs)	10.85	11.15	11.45

Specifically, all Deli Clerks hired after October 15, 1993, who are actively employed at the top rate (having thirty [30] or more months of continuous service) or more as of September 26, 2002, shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and thereafter shall receive thirty cents (\$.30) per hour effective September 14, 2003, and thirty cents (\$.30) per hour effective September 14, 2004. Provided, further, that all Deli Clerks who are actively employed as of September 26, 2002, (and who have completed their probationary period prior to that date) and who at that time have less than thirty (30) months of continuous service shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Deli Clerks and all Deli Clerks hired after September 26, 2002 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedules (brackets) until they reach top rate.

**Section 8(a). Head Deli Clerk** — A Head Deli Clerk is a qualified Deli Clerk designated by the Employer to be in charge of a store deli department. A Head Deli Clerk must have the knowledge and ability to operate the department in a manner satisfactory to the Employer and must be capable of generally directing the other employees in the deli department, of ordering merchandise, of serving customers, of operating the deli department in accordance with the Employer's operational and merchandising policies, and of performing all the duties of a qualified Deli Clerk.

**Section 8(b).** Any deli department which has three (3) or more employees, full-time or part-time, shall have a Head Deli Clerk. The minimum hourly rate for Head Deli Clerks shall be as follows:

Head Deli Clerk	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
Hired Before 3-13-83	\$15.43	\$15.73	\$16.13
Hired After 3-13-83	\$14.28	\$14.58	\$14.98

Specifically, all Head Deli Clerks shall receive minimum in-

creases of fifty cents (\$.50) per hour effective January 5, 2003, thirty cents (\$.30) per hour effective September 14, 2003, and forty cents (\$.40) per hour effective September 12, 2004.

**Section 9.** The minimum regular hourly rates for part-time employees shall be the same as the minimum regular hourly rates for full-time employees.

**Section 10.** The continuous-service progression requirements set forth in this Article are based upon actual work service, and in calculating or determining an employee's proper bracket (or service) rate, credit shall be given for all accumulated actual hours of work as follows: forty (40) hours constitute a week and four and one-third (4 $\frac{1}{3}$ ) weeks constitute a month.

**Section 11.** No employee shall be paid less than the rate specified in this Agreement or suffer a reduction in pay as a result of this Agreement unless actually reduced to a lower paid classification.

**Section 12(a).** A Journeyman Meatcutter hired before March 13, 1983, who relieves a Meat Department Head for one (1) week or more shall receive the minimum hourly rate for a Meat Department Head hired before March 13, 1983. A deli department employee hired before March 13, 1983, who relieves a Head Deli Clerk for one (1) week or more shall receive the minimum hourly rate for a Head Deli Clerk hired before March 13, 1983.

**Section 12(b).** A Journeyman Meatcutter hired on or after March 13, 1983, who relieves a Meat Department Head for one (1) week or more shall receive the minimum hourly rate for a Meat Department Head hired on or after March 13, 1983. A deli department employee hired on or after March 13, 1983, who relieves a Head Deli Clerk for one (1) week or more shall receive the minimum hourly rate for a Head Deli Clerk hired on or after March 13, 1983.

**Section 13.** When mutually agreed between the Union and the Employer, any employee with over two (2) years' experience who, due to inability, cannot perform all the duties of a qualified Journeyman Meat Cutter may be given a mutually agreed-upon rate below the classification.

**Section 14.** No employee who has left his or her Company after the effective date for retroactive wages applicable to that Company shall receive any retroactive pay unless he or she files a written claim with the Employer within thirty (30) days after the retroactive pay has been made by his or her Company to the employees still employed.

**Section 15.** Any employee in any classification who was actively employed under the terms of this collective bargaining Agreement as of March 13, 1983, and who is later rehired or reemployed under the terms of this Agreement by the same or a different employer, shall be considered, when placed into a classification which has different wage schedules for

employees hired before or after March 13, 1983, to have been hired before March 13, 1983, for the sole purpose of determining which of the two wage schedules for that classification is applicable to that employee.

**Section 16.** An employee working between 10:00 P.M. and 6:00 A.M. who is not receiving premium pay for that work shall receive a premium of thirty-five cents (\$.35) per hour for the hours worked between 10:00 P.M. and 6:00 A.M.

**Section 17.** A newly hired Apprentice Meat Cutter, Meat Clerk, or Deli Clerk who has had previous industry experience shall be given full credit for such previous industry service, regardless of Employer, if hired within six (6) months of last employment, and if hired after six (6) months of last employment but less than three (3) years, the employee shall be given credit for such previous industry service up to a maximum of twelve (12) months, and in all cases the starting rate of pay shall be adjusted accordingly. Provided, that if a newly hired employee has not worked in the industry for three (3) years, previous experience shall not be recognized.

**Section 18.** Additional Department Head classifications may be formally established by mutual agreement between each individual Employer and the Union. Such agreements, if reached, would include such matters as the wage premium for the Department Head classification over regular wage rates, and separate classification seniority. It is understood that neither any individual Employer nor the Union can be required to agree to the formal establishment of additional Department Head classifications.

**Section 19.** For all employees not covered under Appendix "A" (Job Guarantee and Severance Agreement) the following shall apply:

- a. Severance Pay — In the event a Company permanently closes a store and employees regularly scheduled for forty (40) hours per week with at least five (5) years of continuous service are terminated as a result of the closing, those employees will be entitled to severance pay of one (1) week's regular pay for every two (2) years of service, up to a maximum of five (5) weeks' pay.
- b. Severance pay shall be paid in a lump sum upon termination. An employee who is terminated and is eligible for severance pay, and accepts severance pay, forfeits his or her seniority and has no recall rights. However, an employee may elect a voluntary layoff not to exceed six (6) months. If an employee accepts layoff, he or she may at any time after a ninety (90) day period elect to take his or her severance pay and lose his or her seniority.
- c. An employee shall be disqualified for severance pay in the event he or she:
  1. Refuses a transfer within the jurisdiction of the Local Union;

2. Voluntarily terminates employment prior to store closing;
3. Refuses comparable employment with a successor employer within thirty (30) days of the store closing.

**Section 20.** The Employer and the Union agree to discuss the establishment of programs to utilize Internal Revenue Service Code Section 125 to allow use of pre-tax earnings for child or dependent day care, and programs to secure discounts with local day care facilities.

**Section 21.** Manager Trainees are defined as employees identified and selected by management to be trained for store management responsibilities, and shall be permitted the necessary flexibility to adequately prepare for store management. Hours worked by management trainees shall not affect hours worked by permanent bargaining unit employees, and the management training period for any Manager Trainees shall not extend beyond two (2) years.

## **ARTICLE X Health and Welfare**

**Section 1.** The operative United Food & Commercial Workers Union-Employer Health and Welfare Fund, established in conformity with the laws of the State of Ohio and the Federal Government, and determined to be tax exempt under Section 501(c)(9) of the Internal Revenue Code, shall be continued and administered by the Trustees in accordance with the terms and conditions of the applicable documents and laws. Provided, that neither the Trustees nor any other party shall do anything, officially or unofficially, directly or indirectly, that will result in employer contributions to the Fund being construed as wages under the Fair Labor Standards Act or any other Federal law or being considered by any taxing authority as wages upon which withholding tax should be deducted or Social Security contributions made.

**Section 2.** As specified below, employer contributions to the Fund shall be at a level high enough to maintain the level of benefits provided by the Fund as of September 1, 2002, and changes to the benefits adopted by the Trustees of the Fund after that date. These contributions shall be as follows:

- A. Effective September 1, 2002, the Health and Welfare contribution shall be as follows:
  1. Full-time Contribution for Employees Hired Before March 13, 1983: The health and welfare contribution for each employee hired before March 13, 1983, averaging thirty-two (32) hours of work per week or more shall be eight hundred ninety-nine dollars (\$899.00).
  2. Part-time Contribution for Employees Hired Before October 11, 1996. The health and welfare contribution for each non-student employee hired before



October 11, 1996 averaging fourteen (14) hours of work per week or more (but less than thirty-two [32] hours), and for each college student employee hired before October 11, 1996 averaging fourteen (14) hours of work per week or more (but less than thirty-two [32] hours), shall be two hundred fifty-nine dollars (\$259.00).

3. Full-time Contribution for Employees Hired On Or After March 13, 1983 and before September 26, 2002: The health and welfare contribution for each employee hired on or after March 13, 1983 and before September 26, 2002, averaging thirty-two (32) hours of work per week or more shall be four hundred ninety-seven dollars (\$497.00).
4. Full-time Contribution for Employees Hired On or After September 26, 2002: The health and welfare contribution for each employee hired on or after September 26, 2002, averaging thirty-five (35) hours per week or more shall be four hundred ninety-seven dollars (\$497.00) per month for each employee hired on or after September 26, 2002.
5. Part-time Contribution for Employees Hired After October 11, 1996: The health and welfare contribution for each non-student employee hired on or after October 11, 1996, averaging fourteen (14) hours of work per week or more but less than thirty-five (35) hours (but less than thirty-two [32] hours for employees hired prior to September 26, 2002), and for each Student Employee hired on or after October 11, 1996 averaging fourteen (14) hours of work per week or more but less than thirty-five (35) hours (but less than thirty-two [32] hours for employees hired prior to September 26, 2002), shall be one hundred eighty-four dollars (\$184.00).

An employee's status on the first (1st) day of the month is determinative of his or her eligibility for health and welfare coverage, but the monthly contribution is not due until the first (1st) day of the following month (i.e., each month's contribution to the Fund shall be based on and accurately reflect the payroll records of the first [1st] day of the preceding month), unless the employee has been terminated, in which case coverage shall terminate on the last day of the month in which the employee terminates, but the Employer will contribute for the following month (this obligation will continue for at least the first two years of the Agreement, and thereafter will be reviewed by the Fund Trustees to determine if the Fund has sufficient reserves to eliminate this obligation). On the first (1st) day of each month the Employer shall forward to the Fund a list of the eligible employees (as determined from payroll records of the first [1st] day of the preceding month) with payment to cover all such employees.

Provided, that High School Student employees and seasonal summer and holiday-period employees are not entitled to

any health and welfare coverage or contribution. Provided further, that a part-time employee who averages thirty-five (35) hours or more per week for each month for three (3) consecutive months shall be treated as having full-time status on the first day of the third month and thereupon have full-time health and welfare coverage beginning with the fourth month, unless that employee is at either the thirty-two (32), twenty-eight (28) or twenty-five (25) hour per week standard, in which case that standard shall apply, rather than the thirty-five (35) hour standard. Provided further, that a part-time employee whose hours are temporarily inflated due to summer working schedules shall retain his or her former health and welfare status, regardless of actual hours worked during the summer months.

- B. Contribution levels effective September 1, 2003, and September 1, 2004, shall be set by the Trustees of the Fund at a level high enough to maintain the benefits as specified in this Section, provided, however, that any increase to maintain benefits shall not exceed twelve percent (12%) on either September 1, 2003 or September 1, 2004. In addition, the Employer shall pay to the Fund forty cents (\$.40) on all pension hours paid to the Pension Fund for the time period from September 8, 2002 through and including January 4, 2003.
- C. This subsection (C) is hereby suspended and shall remain suspended for the term of this new Agreement.

In addition to the above specified contributions, Employer contributions to the Fund for the employees covered by this Agreement shall be increased or decreased each month by the application of the terms of this subsection:

1. By no later than the fifteenth (15th) day of each month, the Fund shall ascertain the benefit expenditures made by the Fund for the preceding twelve (12) calendar months, and shall also determine the net assets of the Fund as of the end of the preceding month. If the net assets are less than twenty-eight percent (28%) of the benefit expenditures for the preceding twelve (12) months, then in each of the succeeding two (2) months, contributions shall be increased to a level high enough to provide additional funds equal to one-half ( $\frac{1}{2}$ ) the difference between twenty-eight percent (28%) of said benefit expenditures and the net assets. If after an adjustment has been made under this subsection, the level of net assets at the end of a month exceeds twenty-eight percent (28%) of the benefit expenditures for the preceding twelve (12) months, then in each of the succeeding two (2) months, contributions shall be decreased by one-half ( $\frac{1}{2}$ ) of the amount the net assets exceed said benefit expenditures.
2. All Employers shall be billed at the increased or decreased amounts for the months immediately fol-

lowing the calculation of an adjustment required by the preceding paragraph.

3. As used in this Section, "benefit expenditures" is the amount of money expended by the Fund for the providing of benefits.
4. As used in this Section, "net assets" is the total of the cash on hand, cash equivalents, and the marketable securities owned by the Fund, less the "Estimated liability for pending and unrevealed medical, dental and disability claims," the "Reserve for total and permanent disability benefits," and the "Reserve for deferred cost of retiree death benefits" shown on the most recent "Statement of Net Assets Available for Plan Benefits" of the Fund.
5. The increase or decrease of contributions required by this subsection shall be made without the necessity of any action by the Trustees of the Fund. The Administrative Manager of the Fund shall consult with the Fund's Actuarial Consultant and the President of the Union before implementing any such increase or decrease in contributions.

**Section 3.** Once an employee has full health and welfare coverage, if his or her average weekly hours are involuntarily reduced below thirty-five (35), he or she shall retain full coverage with proper monthly contributions by the Employer for three (3) months. Provided that, for all employees on whose behalf full-time health and welfare contributions are being made on or before September 26, 2002, the full-time health and welfare eligibility requirement will be thirty-two (32) hours per week. For all employees on whose behalf full-time health and welfare contributions were being made on or before October 1, 1993, the full-time health and welfare contribution requirement for employees hired after October 29, 1977, will be twenty-eight (28) hours per week, and twenty-five (25) hours per week for employees hired before October 29, 1977. Provided further that any employee who has full health and welfare coverage as of September 26, 2002, and has his or her average weekly hours involuntarily reduced below the applicable thirty-two (32), twenty-eight (28), or twenty-five (25) hour standard, shall continue to retain full coverage for six (6) months on a one-time basis only, and thereafter, if any such employee attains full health and welfare coverage and is then involuntarily reduced to part-time, the employee shall retain full health and welfare coverage with proper monthly contributions by the Employer for three (3) months.

**Section 4(a).** The Employer shall continue to make health and welfare contributions for a maximum period of six (6) months for those employees who are absent because of health reasons and are receiving benefits under this Article or Workers' Compensation. Provided, however, that this Section shall not apply to those employees on an approved leave of absence other than medical leave. In order for a subsequent six (6) month period to begin under this Section

for the same illness or injury, an employee must return to work for a period of eight (8) weeks or more.

**Section 4(b).** If a full-time employee who has been absent due to medical reasons returns to work under a schedule restricted for medical reasons, the employee's health and welfare contributions will remain at the full-time level for a single maximum period of six (6) months for each specific illness or injury, while the employee is working under the medically restricted part-time schedule.

**Section 5.** Each (separate) Employer must promptly notify the Fund of all employee coverage adjustments (e.g., termination or reduction from full-time to part-time coverage) and failure to comply with this notice requirement subjects the violating Employer to responsibility for the cost of unpaid monthly contributions.

**Section 6.** For purposes of this Article, hours paid shall be considered as hours worked unless otherwise agreed to by the Employer and the Union.

**Section 7.** The Union and the Employer agree to be bound by, and hereby assent to, the Trust Agreement of the Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees pursuant to said Trust Agreement, and all of the actions of the Trustees in administering the Fund in accordance with the Trust Agreement, and the rules adopted. Furthermore, the Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. Furthermore, the Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

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

**Section 9.** For an employee hired on or after September 11, 1984, health and welfare contributions shall not begin until the first (1st) of the month after that employee completes six (6) months of service. However, commencement of eligibility for health and welfare benefits shall be established by rules adopted by the Board of Trustees of the Health and Welfare Fund. Effective for employees hired on or after September 26, 2002, eligibility for health and welfare benefits commences on the first day of the month for which the fourth (4th) consecutive monthly Employer contribution is required to be made to the Fund.

**Section 10.** In the event that the Trustees of the Health and

Welfare Fund agree to the alternative delivery of any health care benefit to be provided other than through the Fund, such benefit and its appropriate funding shall be incorporated into the collective bargaining Agreement.

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

## ARTICLE XI Pension

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

### Section 1(b).

1. Contributions for Employees Hired Before September 11, 1984. The Employer shall contribute eighty-six and one-half cents (\$.865) per hour for all straight-time hours worked (including paid vacations, paid holidays and jury duty hours) by employees hired before September 11, 1984, but in no case shall contributions be made for more than forty (40) hours for any one (1) employee in any one (1) workweek.
2. Contributions for Employees Hired On or After September 11, 1984. The Employer shall contribute at the following rates per hour for all straight-time hours worked (including paid vacations, paid holidays and jury duty hours) by employees hired on or after September 11, 1984, but in no case shall contributions be made for more than forty (40) hours for any one (1) employee in any one (1) workweek.

HOURS WORKED ON OR AFTER SEPTEMBER 9,  
2002:

\$.56 per hour

HOURS WORKED ON OR AFTER JULY 6, 2003:

\$.605 per hour

**Section 2.** As of the date the Employer initially commenced payments into this Pension Fund, the employees covered by this Agreement automatically ceased to participate in other Company retirement programs then in effect. Furthermore, the Union, as the bargaining agent for such employees,

agreed on behalf of them to withdraw from, surrender, release, and relinquish whatever rights, privileges, and benefits they had under the aforesaid Company retirement programs as of January 3, 1966, and from that date forward the Pension Fund shall be solely responsible for the retirement benefits for all employees covered by this Agreement.

**Section 3.** Effective September 11, 1984, pension contributions shall not begin for hours worked by an employee hired on or after September 11, 1984, until after that employee completes six (6) months of service (i.e., contributions shall begin for hours worked on and after the first [1st] Sunday of the month after the employee completes six [6] months of service).

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

## ARTICLE XII Group Legal Services

**Section 1.** The Employer agrees to participate in and contribute to a group legal services program which shall be jointly administered by the Cleveland Food Industry Committee and Akron-Canton Food Industry Committee and the Union. The system for the administration of such program, the structure for the delivery of services, the services to be provided, employee eligibility, and all other details of the program not explicitly described herein shall be worked out by mutual agreement between the Cleveland Food Industry Committee and Akron-Canton Food Industry Committee and the Union. Provided, that such program shall operate in conformity with all laws of the State of Ohio and the Federal Government, and that at no time will the Employer be obligated to make any contributions to such program which are not deductible from gross income for Federal income tax purposes.

**Section 2.** Effective September 12, 1999, Employer contributions for the Group Legal Services program shall be six dollars and twenty-five cents (\$6.25) per month for each employee for whom a full-time health and welfare contribution was made for that month under Article X of this Agreement.

## ARTICLE XIII Collection of Fringe Benefits

**Section 1.** The Employer signatory to this collective bargaining Agreement hereby adopts and agrees to be bound by all the terms and provisions of the Trust Agreements as well as any rules and regulations established thereunder by the Trustees for the United Food & Commercial Workers Union-Employer Health and Welfare Fund and United Food & Commercial Workers International Union-Industry Pension Fund and as the same are amended from time to time as if the Employer was a party thereto. The Employer further agrees to be bound by the rules and procedures for the collection of contributions as they are established or as they will

be amended from time to time by the Trustees of such Funds, including but not limited to provisions relating to Employer liability for reasonable interest charges as set by Trustees, attorney fees, and audit fees.

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

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

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

**Section 4.** The Union has the right to assist the Trustees of United Food & Commercial Workers Union-Employer Health and Welfare Fund and/or United Food & Commercial Workers International Union-Industry Pension Fund and the administrative staff of either Fund in the collection of delinquent contributions. If a delinquency to any Fund is not satisfied within one (1) week after the Employer receives formal written notice from the Trustees of the Fund, the Union shall have the right to strike until full payment is made. This remedy shall be in addition to all other remedies available to the Union and the Trustees, and may be exercised by the Union, anything in this collective bargaining Agreement to the contrary notwithstanding. Such a strike to collect contributions to the Trust Funds shall not be considered a violation of this Agreement on the part of the Union, and it shall not be a subject of arbitration.

#### **ARTICLE XIV Credit Union**

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

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

Employer may elect to remit funds exclusively in that manner.

#### **ARTICLE XV Grievance and Arbitration**

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

##### **Step 1.**

In order to be considered as a grievance under this Article, a dispute or grievance shall be submitted to the Employer in writing within fourteen (14) days after the occurrence of the incident causing such dispute or grievance, or within fourteen (14) days from the date when the employee or Union became aware or reasonably should have become aware of the incident or events in question, but in no case more than one (1) year from the incident or event giving rise to the dispute.

##### **Step 2.**

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

##### **Step 3.**

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

##### **Step 4.**

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

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

**Section 3.** The arbitrator's decision shall be issued within thirty (30) days after the dispute or grievance is submitted to the arbitrator and shall be final and binding upon the Em-

ployer, the Union, and the employee or employees involved. The expenses of the arbitrator shall be borne equally by the Employer and the Union.

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

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

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

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

#### **ARTICLE XVI Industry-Union Standing Committee**

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

**Section 2.** The administrative rules and regulations and guidelines of the Standing Committee shall be formulated ini-

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

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

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

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

#### **ARTICLE XVII No Strike/No Lockout**

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

**Section 2.** It shall not be a violation of this Agreement, and

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

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

**Section 4.** Except as otherwise provided in this Agreement, any employee who instigates, promotes, or willfully participates in any activity that violates this Article shall be subject to discharge, selective or otherwise, or other disciplinary action in the complete discretion of the Employer.

#### **ARTICLE XVIII Savings and Separability**

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

#### **ARTICLE XIX Zone Rates**

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

#### **ARTICLE XX Termination**

**Section 1.** This Agreement represents a complete and final understanding on all bargainable issues between the Employer and the Union, and it shall be effective on September 9, 2002, and shall remain in full force and effect until September 11, 2005, and thereafter from year to year unless sixty (60) days prior to said expiration date, or any anniversary date thereof, either party gives timely written notice to the other of an intent to terminate or modify any or all of the provisions.

**Section 2.** This Agreement shall be equally binding on the Employer, separately and collectively, and its successors and assigns, and it is the intent of the parties that this Agreement shall remain in effect for its full term and bind the successors and the respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22nd day of April, 2003.

#### **CLEVELAND FOOD INDUSTRY COMMITTEE/AKRON-CANTON FOOD INDUSTRY COMMITTEE**

By Frank W. Buck, Chairman

On behalf of the following companies:

**F. W. Albrecht Grocery Company**  
Approved By Steven Albrecht, President  
Approved By Rick Ryland, Executive Vice President

**Fishers Foods Marketing, Inc.**  
Approved By John Halkias, Vice President  
Human Resources

**Gillombardo Bros., Inc.**  
d/b/a Gillombardo's Stop-N-Shop  
Approved by Charles J. Gillombardo, Vice President

**Vala Holdings Ltd.**  
d/b/a Gillombardo's Giant Eagle  
Approved By Charles J. Gillombardo, Vice President

**Heinen's, Inc.**  
Approved By Thomas Heinen

**Riser Foods Company**  
d/b/a Giant Eagle, Inc.  
Approved by Ray Huber, Vice President  
Personnel and Labor Relations  
Approved by Jean Colarik, Director of Human Resources

**Tops Markets, Inc.**  
Approved by Jack Barrett, Vice President, Labor Relations  
Approved by Bryan N. Polak, Director, Labor Relations

**Wilson Mills Food, Inc.**  
Approved by Richard J. Catalano, President

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL No. 880**  
James B. Jerele, President  
Thomas H. Robertson, Secretary-Treasurer

#### **APPENDIX "A" Job Guarantee and Severance Agreement**

This Agreement is by and between the CLEVELAND FOOD INDUSTRY COMMITTEE and the AKRON-CANTON FOOD INDUSTRY COMMITTEE, on behalf of their members, hereinafter referred to, separately and collectively, as the "Employer" and separately as "Single Employer," and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 880, chartered by United Food & Commercial Workers International Union, AFL-CIO-CLC, hereinafter referred to as the "Union." For purposes of this Agreement, the phrase "Single

Employer" means all commonly owned or controlled business enterprises, regardless of whether their operations are conducted in one or more establishments or by one or more corporate or organizational units.

## ARTICLE I Geographical Coverage

This Agreement shall apply only to employees in the bargaining units of the Labor Agreement and the Addendum between the Employer and the Union (Meat Division) and, for purposes of this Agreement, the term "employees" means only those bargaining unit employees.

## ARTICLE II Job Protection

**Section 1.** Each Single Employer shall guarantee the senior eighty percent (80%) of its regular full-time employees who were on the active payroll on January 1, 1980, and who were fully registered members of the Union as of that date, the opportunity for regular full-time employment (in a comparable job classification or with a comparable rate) for the duration of this Agreement. In addition, each Single Employer shall continue to guarantee the opportunity for regular full-time employment as specified above to all other employees already entitled to job protection on March 13, 1983, under prior Job Guarantee and Severance Agreements who have not lost such protection under the terms of such Agreements.

**Section 2.** A Single Employer shall have the right to offer work within the bargaining unit and/or geographical area covered by this Agreement in accordance with seniority to any employee who is entitled to job protection under this Agreement, and the seniority rights given said employee by the 1984-1987 Labor Agreement between the Employer and the Union shall continue for the duration of that Labor Agreement. If the employee refuses such work, he or she shall lose his or her job protection under this Agreement but shall retain any seniority rights he or she may have pursuant to the 1984-1987 Labor Agreement. If a Single Employer closes a store, any employee at that store who is covered by full job protection shall have the right to elect to take a transfer to another store (selected by the Employer), a layoff with continuation of seniority, or permanent termination with severance pay.

**Section 3.** The job protection set forth in this Agreement shall not apply to the following situations:

1. In the event a Single Employer terminates entirely its retail food operations in the geographical area covered by this Agreement.
2. In the event of a strike, lockout, or Acts of God (such as fire, flood, etc. ) beyond the control of the Single Employer.
3. In the event a protected employee retires, quits, or is terminated for cause.

## ARTICLE III Severance Allowance

**Section 1.** Each Single Employer shall grant a severance allowance in the amount of one (1) week's pay (i.e., forty [40] hours' pay at this then-existing regular hourly rate) for each two (2) years of service with the Employer, but not to exceed ten (10) weeks' pay, to the following employees:

1. Any employee entitled to job protection under this Agreement who is displaced as a result of a Single Employer terminating its retail food operations in the geographical area covered by this Agreement.
2. Any employee entitled to job protection under this Agreement who is displaced because a Single Employer closes a store and the employee elects to take severance pay (as set forth in Article II, Section 2 above), or under similar circumstances (e.g., store closings, drastic reduction in business, etc.) where mutually agreed to in writing between the Single Employer and the Union.
3. To any employee terminated involuntarily without just cause who was on the active payroll on September 11, 1984, and was a fully registered member of the Union as of that date, and who is not entitled to job protection under this Agreement because of his or her seniority standing.

**Section 2.** A Single Employer shall have the right to offer work within the bargaining unit and/or geographical area covered by this Agreement in accordance with seniority to any employee who is entitled to a severance allowance under this Agreement, and the seniority rights given said employee by the 1984-1987 Labor Agreement between the Employer and the Union shall continue for the duration of that Labor Agreement. If the employee refuses such work, he or she shall lose his or her severance allowance under this Agreement but shall retain any seniority rights he or she may have pursuant to the 1984-1987 Labor Agreement.

## ARTICLE IV Excluded Employers

This Agreement shall not apply to any Single Employer with less than three (3) stores (or retail outlets) and an annual gross volume (from all stores and/or retail outlets, regardless of location) of less than two million dollars (\$2,000,000.00). Provided, that —

1. A Single Employer that is covered on the execution date of this Agreement shall not become an "excluded employer" or be relieved from its obligations under this Agreement if such Single Employer subsequently meets the exclusion test set forth above;
2. A Single Employer that was excluded from this Agreement because, on the execution date of this Agreement, such Single Employer met the exclusion test set

forth above, shall become subject to this Agreement at any time such Single Employer is unable to meet the exclusion test;

3. In the event of a dispute concerning the coverage of a Single Employer, the burden of proof shall be on the party claiming exclusion.

### ARTICLE V Grievance Procedure

In the event of a dispute concerning the terms of this Agreement or their application which cannot be settled between the parties, either party may submit the matter to arbitration. Upon written notice by either party of an intent to arbitrate a grievance, each party shall designate a representative, and the two (2) representatives shall attempt to agree upon an impartial arbitrator. If the designated representatives are unable to reach such an agreement within fourteen (14) days from the date the written notice is served, either party may request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) arbitrators, and the arbitrator shall be selected in accordance with the agency's then-applicable rules.

### ARTICLE VI Termination

**Section 1.** This Agreement shall be equally binding on the Employer, separately and collectively, and the Union, and upon their respective successors and assigns, regardless of structural transformation or reorganization.

**Section 2.** This Agreement shall be effective on September 9, 2002, and shall remain in full force and effect for the duration of the 2002-2005 Labor Agreement between the Employer and the Union.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22nd day of April, 2003.

**CLEVELAND FOOD INDUSTRY COMMITTEE AND  
AKRON-CANTON FOOD INDUSTRY COMMITTEE**  
By Frank W. Buck, Chairman

**UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL No. 880**  
James B. Jerele, President  
Thomas H. Robertson, Secretary-Treasurer

### APPENDIX "B" Ancillary Agreements/Statements of Position

1. In interpreting Article IX, Section 4(a), it is agreed that the classification of Meat Cutter-Counter shall be limited to disabled Journeyman Meat Cutters.

2. In interpreting Article IX, Section 6(a), it is agreed that Meat Clerks may perform cutting incidental to waiting on customers.
3. In interpreting Article IX, Section 7(c), the minimum hourly rates for Deli clerks hired prior to October 29, 1977, shall be as follows:

Deli Clerks Hired Before	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
10-29-77	\$13.08	\$13.38	\$13.68

Specifically, all Deli Clerks hired before October 29, 1977, shall receive minimum increases of forty cents (\$.40) per hour effective January 5, 2003, thirty cents (\$.30) per hour effective September 14, 2003, and thirty cents (\$.30) per hour effective September 12, 2004.

The minimum hourly rates for Deli Clerks hired after October 29, 1977, but prior to August 4, 1980, shall be as follows:

Deli Clerks Hired After 10-29-77 But Prior to 8-4-80	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
	\$11.97	\$12.27	\$12.57

Specifically, all Deli Clerks hired after October 29, 1977, and before August 4, 1980 shall receive minimum increases of forty cents (\$.40) per hour effective January 5, 2003, thirty cents (\$.30) per hour effective September 14, 2003, and thirty cents (\$.30) per hour effective September 12, 2004.

4. Student Employees are auxiliary employees used exclusively for cleaning and/or the performance of Meat Clerk and Deli Clerk duties.

At the Employer's discretion, Students may be placed in other meat division classifications. The first thirty (30) days in such classification shall be considered a period of training, and during this training period, the employee shall receive the starting rate of pay for that classification, (but under no circumstances will the Student ever receive a reduction in wage rate). The Employer is not obligated to retain an employee who does not perform the work in a satisfactory manner and may return the employee to his/her former classification and wage rate. However, if such employee does perform work in a satisfactory manner during such period of training, said employee shall receive credit for fifty percent (50%) of all hours worked with the same Employer as a Student towards his/her progression in the new classification, said credit not to exceed a maximum of 2,080 hours. Nothing in this Paragraph or elsewhere in this Agreement shall be interpreted so as to entitle any Student to automatically progress from the Meat Student classification to any other classification.

In interpreting Article IX, it is agreed that minimum regular hourly rates for Student Employees (high school and college), shall be as follows:



Meat Students	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
0-30 days	\$5.75	\$5.80	\$5.85
31 days-3 months	5.85	5.90	5.95
3-6 months	6.05	6.10	6.15
6-9 months	6.20	6.30	6.40
9-12 months	6.35	6.45	6.55
12-15 months	6.50	6.60	6.70
15-18 months	6.75	6.85	6.95
Over 18 months	7.60	7.75	7.90

Provided that all Meat Students who are actively employed as of September 26, 2002 (and who have completed their probationary period) shall receive minimum increases of fifteen cents (\$.15) per hour effective January 5, 2003, fifteen cents (\$.15) per hour effective September 14, 2003, and fifteen cents (\$.15) per hour effective September 12, 2004. All Meat Students hired after September 26, 2002, (including those who complete their probationary period after that date) shall, for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

- In interpreting Article III, Section 2, it is agreed that Student Employees shall receive a premium of fifty cents (\$.50) per hour for work performed on the legal holidays listed in Article VIII, Section 1.
- In interpreting Article VI, Section 6, it is agreed that in the first year of employment, an employee does not have to take his or her vacation in the calendar year when earned if his or her anniversary date is between December 15 and January 1.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22nd day of April, 2003.

**CLEVELAND FOOD INDUSTRY COMMITTEE AND  
AKRON-CANTON FOOD INDUSTRY COMMITTEE**  
By Frank W. Buck, Chairman

**UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL No. 880**  
James B. Jerele, President  
Thomas H. Robertson, Secretary-Treasurer

**FOOD SERVICE ADDENDUM  
ARTICLE I  
Recognition and General Purpose**

The CFIC and ACFIC reaffirm recognition of the Union as the sole bargaining agent for all employees engaged in the preparation and/or service of food and beverage for consumption in any food service operation (such as a restaurant, cafeteria, lunch counter, etc.) in or adjacent to a food store (exclusive of delis) covered by the Labor Agreement between the CFIC, ACFIC and the Union. To the extent practicable, the terms of the Labor Agreement between the

CFIC, ACFIC and the Union will apply to food service employees unless specifically modified by this Addendum or if experience causes the CFIC, ACFIC and the Union to agree that a particular provision is not practicable and thus not applicable.

**ARTICLE III  
Hours**

Sections 6 and 8 and all other related contract provisions shall be amended to provide a daily work minimum of three (3) hours and a weekly work minimum of ten (10) hours.

**ARTICLE VI  
Seniority**

Section 2 and all other related contract provisions shall be amended to provide that seniority under this Addendum is to cover food service employees only (i.e., only within their own group) and all food service employees shall have separate seniority for all purposes. Specifically, it is clearly understood and agreed that food service employees shall have seniority only within covered food service operations, and there shall be no overlapping seniority rights or claims of any kind between the food service employees and other employees covered by the Labor Agreement.

**ARTICLE IX  
Wages and Related Items**

**Food Service Clerks** — Food service employees shall be paid under the following wage schedule and shall advance based upon time of service rather than actual hours of work.

A Food Service Clerk is an employee who has the knowledge and ability in any type of food service operation (such as a restaurant, cafeteria, etc.) in or adjacent to a food store. The minimum hourly rate for Food Service Clerks shall be as follows:

Food Service	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
0-30 days	\$5.80	\$5.85	\$5.90
31 days to 6 months	6.20	6.25	6.30
6-12 months	6.35	6.45	6.55
Over 12 months	6.90	7.10	7.30

Provided that all Food Service employees who are actively employed as of September 26, 2002 (and who have completed their probationary period) shall receive minimum increases of twenty-five cents (\$.25) per hour effective January 5, 2003, twenty cents (\$.20) per hour effective September 14, 2003, and twenty cents (\$.20) per hour effective September 12, 2004. All Food Service employees hired after September 26, 2002 (including those who complete their probationary period after that date) shall, for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

**ARTICLE X**  
**Health and Welfare**

Food Service employees shall be covered by health and welfare contributions after they complete three (3) months of service as follows:

	<b>Effective</b> <b>9-1-02</b>
Full-time	\$259.00
Part-time	184.00

Contribution levels for Food Service employees effective September 1, 2003 and September 1, 2004, shall be established in accord with Article X of the basic Meat Division Agreement. Provided that, for all employees on whose behalf full-time health and welfare contributions are being made on October 1, 1993, the full-time health and welfare eligibility requirement will be twenty-eight (28) hours per week; provided further that for all other employees hired prior to September 26, 2002, the full-time eligibility requirement will be thirty-two (32) hours per week, and for employees hired on or after September 26, 2002, the full-time eligibility requirement will be thirty-five (35) hours per week.

**ARTICLE XI**  
**Pension**

Food Service employees shall be covered by pension contributions after they complete six (6) months of service as follows:

**Effective 9-12-99**     \$ .15

**ARTICLE XII**  
**Group Legal Services**

Article XII of the Labor Agreement shall not apply to food service employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22nd day of April, 2003.

**CLEVELAND FOOD INDUSTRY COMMITTEE AND  
AKRON-CANTON FOOD INDUSTRY COMMITTEE**  
By Frank W. Buck, Chairman

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

James B. Jerele, President  
Thomas H. Robertson, Secretary-Treasurer

**SUPPLEMENTAL AGREEMENT  
BETWEEN  
THE FISHERS FOODS OF CANTON, OHIO  
AND  
UNITED FOOD AND COMMERCIAL WORKERS  
UNION LOCAL No. 880**

This Supplemental Agreement is by and between THE FISHERS FOODS OF CANTON, OHIO, hereinafter referred to as the "Employer" and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL No. 880, chartered by United Food and Commercial Workers International Union, AFL-CIO-CLC, hereinafter referred to as the "Union," and is a Supplemental Agreement to the Agreement between the Union and the Cleveland Food Industry Committee and the Akron-Canton Food Industry Committee covering meat and deli department employees, hereinafter referred to as the "Basic Agreement."

The Basic Agreement shall be modified as follows as it applies to Fishers Foods of Canton, Ohio, Incorporated:

1. The Employer may schedule days off for holiday(s) where it is mutually agreeable between the meat manager and the meat employee.
2. Expanded hours while restricted to summer vacations shall be extended to absenteeism due to sickness/accident for sixty (60) days for health and welfare coverage.
3. Prime time is defined as such time from the first full week in June through the last week in September for vacations.
4. If there are no volunteers for necessary overtime, the Employer may request an employee to work, and if he/she refuses, discipline will result. (Least senior employee must — unless valid excuse.)
5. In the event of reduction in hours of a regularly scheduled full-time (forty [40] hour) journeyman meat cutter, the first cutter will be reduced to forty (40) hours.
6. To make a bona fide claim on the schedule, the employee must make his/her claim known to the meat manager by the Saturday, 1:00 P.M. of the posted schedule, providing the employee was scheduled to work the day it was posted.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22nd day of April, 2003.

**FISHERS FOODS MARKETING, INC.**

Frank W. Buck, Chairman  
John W. Halkias, Vice President Human Resources

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

James B. Jerele, President  
Thomas H. Robertson, Secretary-Treasurer

## IMPORTANT INFORMATION

### Withdrawal Card

You should contact the Local 880 office promptly if you:

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

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

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

### Grievances

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

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

### Union Business Meeting

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

### Change of Address or Name

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

## NOTES