


6893



COLLECTIVE

BARGAINING

AGREEMENT



7/4/2004 -

7/5/2008

2004-2008

99 pages

***A Special Message from
C. James Lowthers,
President, UFCW Local 400***



In our union's negotiation with the management of Shoppers Food and Pharmacy, we were able to achieve affordable health care and other terms and conditions of employment which are important to our members and their families.

As we all know, these are very challenging times for all unions because of the high cost of health-care. This collective bargaining agreement clarifies exactly what you are entitled to as a Shoppers Food and Pharmacy employee and assures that management will not infringe upon any of your established rights. We are proud of the agreement; as in past contracts we have negotiated, and believe that it will serve the long term interests of our membership.

Keep in mind that when Local 400 negotiates a contract, our members set the priorities. Before bargaining begins, our professional team of negotiators listen to what you want in a new contract; every job classification is heard from. The fact that our bargaining proposals reflect your input is important to management—they know our side of the table is expressing the collective needs and concerns of their employees.

As the largest local union in the nation, Local 400 has the clout and resources to provide our members with expert, experienced representation, both on the job and during contract negoti-

ations. Before we make a proposal, it is extensively researched and documented, to ensure that the contract provision we win is the best obtainable.

The membership of Local 400 at Shoppers Food and Pharmacy stood together and achieved the best contract possible. As we are challenged in the future, I am sure that we will continue to successfully accomplish our mission to better the lives of our members and their families.

In solidarity,

A handwritten signature in cursive script that reads "C. James Lowthers". The signature is written in black ink and is positioned above the typed name.

C. James Lowthers
President, UFCW Local 400

Collective Bargaining Agreement— How It Works

When you join a union, you gain the right to have a voice in decisions about your work life—wages, benefits and career. The negotiation process allows your representatives at Local 400 to bring to management the issues that are most important to you.

Bargaining is compromise. Neither the union nor management gets everything they want.

How do union negotiators know what issues are most important to the membership? You tell us! Before bargaining begins, the union surveys all members in the bargaining unit to determine priorities. An employee advisory committee provides a constant check for the bargaining team.

In addition, Local 400 representatives and shop stewards are in the facilities almost every day, speaking to members about grievances, problems and needs. They have a hands-on sense of what the problems are.

Our research department monitors trends in the industries where we bargain, looking at wage and benefit settlements. We have a good idea what is transpiring around the country, which means our negotiators can cite examples elsewhere to support our bargaining goals.

When the give-and-take of contract negotiations is finished, management presents its final offer. The union brings that offer to the membership. All contracts are approved or rejected by

majority vote of those attending the meeting from the bargaining unit.



Benefits

Local 400's aggressive organizing activities in the Washington Metropolitan area and throughout its jurisdiction have given us the strength to negotiate good salaries for our members. But we know you have concerns that go beyond your weekly paycheck—and that's why the benefit's package in this contract is so important to you and your family. This extensive total compensation package, one of the best in the industry, is also made possible by the strength of your union at the bargaining table. A prime example is your health care package, which is mostly funded by Shoppers Food and Pharmacy.

You'll also find that your health care package includes some very special benefits that can prove invaluable to you, such as:

- Medical/Hospitalization
- Optical benefits
- Dental Care
- Prescription drugs at low-cost

Employee Assistance Program for counseling in family problems, retirement planning, stress, obesity, smoking cessation, etc.

In addition to your health care package, this contract provides a paid vacation schedule, paid personal days to attend to family matters, and a life insurance plan.

And keep in mind you are eligible for these benefits as both a full-time and part-time Local 400 member at Shoppers Food and Pharmacy. (In some instances, eligibility may depend upon individual qualifications under the collective bargaining agreement).

Paid Vacations

A paid vacation is something that is an outright necessity to every worker in America. To assure that your quality of life is continually up to par, you need paid time off to go to the beach, to visit relatives in other parts of the country, or just to break the everyday routine of the workplace. This is exactly why we have negotiated an extensive vacation schedule for every full-time and part-time Local 400 member at Shoppers Food and Pharmacy. Depending on your seniority with the company, you can be eligible for up to five (5) weeks of paid vacation time per year. **(Article 8)**



Personal Days

Vacation days are of great help, however, for meeting medical appointments and attending to family-related matters, in addition to your regular vacation schedule, we have negotiated a

number of "personal days" which you can use for any purpose that you choose. Depending on your status (full time or part time) with the company you are eligible for up to five (5) of these days off a year. **(Article 9.3)**

Holidays

Holidays are perhaps the best means to spend time with your family members and friends. Throughout the year, you will be paid for the following days: **(Article 9)**



New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

To assure that you do not miss out on a paid holiday, we have made it possible that when a holiday falls during an employee's vacation, you shall be given another day off during the week or you will receive an additional day's pay. **(Article 9.1)**

Funeral Leave

If the unfortunate occurrence arises where you lose an immediate family member, Local 400 has made certain that you will receive time off to grieve and attend the funeral. You will be given up to four (4) days of leave with pay to take care of such matters. **(Article 10)**

Leaves of Absence

Very often an employee may need to leave the workplace for an extended period of time to attend to personal affairs or health matters. As a Local 400 member at Shoppers Food and Pharmacy, you are eligible to take a leave of absence without pay if you so choose. If this does occur, we have assured that you will NOT lose any of the seniority you have accrued. **(Article 10)**

Sick Leave Benefits

Times of illness and disability are, needless to say, very unpleasant. Whether you treat your illness at home or in the hospital, Local 400 has arranged for a sick leave plan that will make the experience as easy as possible. (In some instances, eligibility may depend upon individual qualifications under the collective bargaining agreement.) Under several plans offered through the contract you may be entitled to between 16 and 39 weeks of paid disability. **(Article 15)**



Retirement Plan

After dedicating yourself to Shoppers Food and Pharmacy, you deserve a generous compensation plan so that you may spend your latter years in comfort and security. Local 400 has therefore negotiated a valuable retirement plan to fulfill your needs after your departure from

the working world. As your seniority advances in your years at Shoppers Food and Pharmacy, you are credited with an ever-increasing retirement benefit. (**Article 16**)

Of special interest to you, in this mobile world of ours where workers move around a lot, is pension portability. Local 400 has arranged for pension reciprocity with other plans in the Washington Metropolitan area, as well as the Atlanta, Philadelphia, and the UFCW International Union-Industry Pension plans.

Life Insurance

- To guarantee that you have life insurance as a Local 400 member at Shoppers Food and Pharmacy, you are eligible for life insurance coverage through the FELRA and UFCW Health & Welfare Fund. (In some instances, eligibility may depend upon individual qualifications under the collective bargaining agreement.) (**UFCW Unions and Participating Employers Health & Welfare plan booklet**)

Protections

Providing outstanding wages, vacation time, and insurance are only a part of what Local 400 does for its members. We also have negotiated with the company to guarantee that a certain level of respect, safety, and security are provided for every single one of our members. The guidelines of our contract assure that Shoppers Food and Pharmacy will provide a safe working

environment, a reasonable working schedule, overtime wages, and a seniority system that establishes certain rights for employees. Local 400 realizes that these issues are very important to each and every union member. That is exactly why we have worked to provide a contract that protects the welfare of our members.

Grievances and Arbitration

This contract is a guarantee of rights and benefits the union has negotiated on your behalf. Still, in any workplace situation, events can occur that affect you adversely, and they may be in violation of the contract. Grievances may be filed and you and your representative can meet with management so that your problem can be reviewed and to assure you are treated fairly. Let your union representative know about it, so that your problem can be reviewed and necessary grievance action be recommended. (**Article 20**)

Seniority

Local 400 recognizes that loyal, experienced, and long-standing employees are very valuable to a company. We subsequently have bargained for increasingly better benefits, wages, and protection for employees who have the most seniority with Shoppers Food and Pharmacy. As you accrue more seniority, you become eligible for additional vacation time, a higher salary, and have a greater chance for being promoted within the company. Those who have dedicated their

lives to working for Shoppers Food and Pharmacy deserve to be duly rewarded. Our seniority system assures that this occurs. **(Article 12)**

Working Conditions

Without a safe and comfortable work environment, it is virtually impossible for an employee to fulfill his job duties in a productive manner. According to our collective bargaining agreement, Shoppers Food and Pharmacy has the responsibility to provide working conditions that are in full compliance with requirements set forth in the contract. Experts within our union actively monitor the work site to ensure that all rules and regulations are being followed. If Local 400 observes that your health and safety are in danger, the proper authorities are notified and action is taken. **(Article 7)**

Overtime

In order to spend time with your family and pursue recreational hobbies, you need to maintain a reasonable work schedule. If such a need arises when you are called to work more than eight (8) hours in a day or forty (40) hours in a week however, you will be paid the appropriate overtime rate applicable to your date of hire. If it also becomes necessary for a full-time employee to work past 6:00 p.m. more than three (3) nights in any week, you will



be paid overtime wages for hours after 6:00 p.m. on the fourth and following nights. Local 400 has also assured that no employee will have to work split shifts. (**Article 4**)

Jury Duty

Jury Duty is a responsibility that every American citizen may eventually have to fulfill. Very often court cases run weeks or months at a time and it is likely you will miss a substantial amount of work. Local 400 has made it possible for you to serve your community in this manner without financial penalty. You will be granted time off and paid the difference between the amount of your regular rate of pay and the amount received for your jury duty. (**Article 11**)

Legal Services

Given the ever-increasing costs of legal services, Local 400 has arranged for a legal benefit trust fund for most of our members. These services may be used to provide additional security for you and your family. The benefit is paid for by your employer and the legal services provided are for the most part at no cost to you. (**Article 17 and UFCW Unions and Participating Employers Legal Benefit Plan booklet**)

UFCW LOCAL 400 **301-459-3400**
 1-800-638-0800

BENEFITS OFFICE **1-800-638-2972**

- **Eligibility**
- **Claims Processing**

- Sick Pay
- Pension
- Severance
- Scholarship

LEGAL SERVICES

- Maryland 301-459-3333
- Virginia 703-642-9500
- D.C. 202-452-8080

DENTAL SERVICES

- D.C. Area 301-770-1480
- Other Areas 1-800-242-0450

VISION SERVICES 301-621-4694

UFCW Local 400 Privileges

FOR MEMBERS ONLY: The benefits and protections that are set forth in this contract are only part of what every UFCW Local 400 member is offered. In addition, you will receive the following benefits with your union membership.



- An AFL-CIO endorsed credit card, with low-rate balance transfers, a competitive rate, no annual fee, strike skip payments and a unique Member Advocacy Program. Call 1-800-522-4000 or apply online at www.union-pluscard.com.
- Regain control of your finances and stop collection calls. Get help from a high qual-

ity, non-profit counseling service, with free counseling and debt management plans. Call 1-877-833-1745 or visit www.unionplus.org/creditcounseling.

- Learn your credit score and get help improving it. Visit www.unionplus.org/creditscore.
- Free consultations and reduced-fee legal help when you need it.
- AFL-CIO Employees Federal Credit Union, including its savings and loan program.
- Motor Vehicle Certification Program, the union's professional, money-saving car-buying service.
- Members who purchase auto insurance can save an average of \$350 on their auto insurance bill. Call 1-800-294-9496 to apply. For quotes, visit www.unionplus.org/autoinsurance.
- Save up to 10% when you service your car or buy tires, and support union workers who make many Goodyear tires. Visit www.unionplus.org/goodyear.
- Discounted International travel packages. Call 1-800-590-1104 or visit www.unionplus.org/travel.
- Special discounts and passes to area entertainment, such as Six Flags America, Kings Dominion and other major amusement parks.

- Special leisure rate at the unionized Hotel Royal Plaza in the Walt Disney World Resort in Orlando, FL. Call 1-800-248-7890 or visit www.unionplus.org/travel.
- Discounts for supplemental life and other insurance programs. UnionSecure provides a wide range of insurance protection with accident coverage, life insurance, hospital recovery coverage and \$5,000 of accidental death insurance at no cost. Call 1-800-393-0864 to speak with an expert about your insurance options or visit www.unionsecure.com.
- Save an average of 18% on prescription costs and reduce out-of-pocket expenses on a variety of health care services such as dental and vision care, and more. Call 1-800-228-3523 or visit www.unionplus.org/health-savings for details.
- Pre-negotiated 20% to 60% discounts on monthly fees at over 1,500 health clubs. To sign up, call 1-888-294-1500 or visit www.unionplus.org/healthclubs.
- College scholarship award programs for eligible members and their families:
 - UFCW Local 400 scholarship awards;
 - FELRA & UFCW scholarship program;
 - The UFCW International Union scholarship awards;



- A scholarship program offered by a law firm associated with UFCW.
- Provides information about loans, scholarships, how to select a school, how to prepare for college entry tests, and much more. Visit www.unionplus.org/education for details. To speak to a financial aid counselor, call 1-877-881-1022.
- Union Member Mortgage and Real Estate Services. A comprehensive program to assist members in home selling, home buying, mortgage and settlement.
- Cut the cost of owning a pet. Save 25% on veterinarian services, 10% on pet health insurance premiums, and much more. Visit www.unionplus.org/pets.
- Union-printed checks and return-address labels that feature your union logo. Call 1-888-864-6625.
- Buy union-made apparel and save with a minimum 5% discount on everything you buy. Jeans, dress shirts, casual wear, jackets and more. Discounts at Justice Clothing and Union Jean & Apparel Company. Order online at www.unionplus.org/clothing or call Union Jean at 1-877-692-8099 (use discount code Union Plus).
- Save up to 5% on cellular phone service with a unionized wireless phone company. Visit www.unionplus.org/cingular or call 1-800-356-9752.

- Music CDs for only \$9.99 each. Buy 2 and get 1 free. Free shipping. 15,000 titles available. Visit www.unionplus.org/music.
- Discounts on IBM/Dell computers & accessories. www.unionplus.org/computers.

Membership in Local 400 is truly a solid investment in your future. Just pennies a day bring effective representation on the job, and substantial savings off the job!

To learn more about these benefits and the union itself, call the union office at (301) 459-3400 or 1-800-638-0800.

TABLE OF CONTENTS

	Page
AGREEMENT	19
WITNESSETH	19
ARTICLE 1 - Management Authority	19
ARTICLE 2 - Recognition	20
ARTICLE 3 - Union Security	23
ARTICLE 4 - Hours and Overtime	25
ARTICLE 5 - Wages and Employee Classification	32
ARTICLE 6 - Night Shift Employees	37
ARTICLE 7 - Working Conditions	39
ARTICLE 8 - Vacations	46
ARTICLE 9 - Holidays	50
ARTICLE 10 - Leaves of Absence	53
ARTICLE 11 - Jury Duty	54
ARTICLE 12 - Seniority	55
ARTICLE 13 - Store Card or Decal	59
ARTICLE 14 - Shop Steward	60
ARTICLE 15 - Welfare Fund	61
ARTICLE 16 - Pension Fund	64
ARTICLE 17 - Legal Services Plan	67
ARTICLE 18 - Scholarship Benefits	67
ARTICLE 19 - Voluntary Check Off	68
ARTICLE 20 - Grievances and Arbitration	69

Table of Contents (continued)

	Page
ARTICLE 21 - Labor & Management Committee	71
ARTICLE 22 - Military Service	72
ARTICLE 23 - No Strikes and Lockouts	72
ARTICLE 24 - Invalidation	73
ARTICLE 25 - Successorship	73
ARTICLE 26 - Duration of Contract	74
SCHEDULE "A" WAGES	76
<hr/>	
SCHEDULE "B" WAGES	81
SCHEDULE "B-1" WAGES	85
FREDERICKSBURG ADDENDUM	89
SCHEDULE "C" FREDERICKSBURG WAGES	91
SCHEDULE "C-1" FREDERICKSBURG WAGES	95

AGREEMENT

PARTIES TO AGREEMENT

THIS AGREEMENT made and entered into this 6th day of July, 2004, between SHOPPERS FOOD AND PHARMACY, Washington, D.C. hereinafter referred to as "Employer"), and UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 400, of Washington, D.C., chartered by the United Food and Commercial Workers International Union (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the Employer and the Union in the performance of this Agreement agree not to discriminate against any employee or applicant for employment because of race, color, religious creed, origin, age or sex; and

WHEREAS, the parties hereto desire to establish and maintain a mutual understanding to create harmonious relations between the Employer and the employees, and to abide by this Agreement to settle any and whatever dispute may arise between them, it is, therefore, by both parties understood and agreed that:

ARTICLE 1

Management Authority

1.1 The authority and responsibility for management of the business including but not lim-

1. The Employer further agrees that all fresh meat products will be cut, packaged, prepared and sold by the employee in the store covered by this Agreement.
2. Exceptions may be made provided the Union is notified in advance and given written assurance that no member's job will be eliminated as a result of such exception. The Union agrees that it will not withhold its agreement.
3. For the purpose of this paragraph, notified shall mean a letter for each individual introduction of a class of product (i.e., boneless sub primal cuts of meat, deveined liver, rolled veal, etc.).

Member shall mean full time employees on the payroll actively at work on the effective date of this Agreement or who are on leave of absence or who are sick or injured and return to work as elsewhere provided for in this Agreement.

Eliminated means removed from payroll or reduced to part time and is not intended to refer to the nature of the work being performed by the employee. Employees may continue to be transferred, assigned to other work, or laid off in accordance with the seniority provisions of this Agreement, provided the layoff is for reasons other than the introduction of new products and/or new methods.

It is not the Union's intention to impede progress in our Industry with respect to any new method of cutting and packaging meat, deli-

catessen and seafood products, and the necessity for change to accommodate a changing society.

The Union reiterates, therefore, its intention with respect to the "products clause" as follows: the Company may introduce new methods and new products (i.e., make exceptions) provided it does the following:

- a. Union must be notified in advance.
- b. The Employer will list all new products or new methods in a letter of notification.
- c. The Employer will give written assurance that no member's job will be eliminated, in accordance with Article 2, Paragraph 2, Section 2.3.

If a, b and c above are complied with, the Union will not withhold its agreement.

2.4 Floor care may be performed by an outside vendor provided employees who currently perform floor care will suffer no loss of hours and pay.

ARTICLE 3

Union Security

3.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the 31st day following the effective date of this Agreement,

become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date, shall, on the 31st day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this Section 3.1, the execution date of this Agreement shall be considered as the effective date.

3.2 The application of Section 3.1 above is deferred in any jurisdiction where the Union Shop is not permitted by law, except for the purpose of representation, unless and until such law is declared unconstitutional or is repealed or otherwise becomes inoperative as to the operations of the Employer.

3.3 The Employer will notify the Union in writing within twenty-five (25) days from the date of employment, reinstatement, or transfer into the bargaining unit of any employee, of the name of such employee, the home address, place of employment, social security number, and job classification and the date of employment, reinstatement, or transfer. Upon termination of an employee for any reason the Employer shall within thirty (30) days thereafter notify the Union in writing of such termination.

3.4 All work and services connected with or incidental to the handling or selling of all merchandise offered for sale to the public in the Employers' retail establishments covered by this Agreement shall be performed only by employees of the Employer within the unit referred to

above, for which the Union is recognized as the collective bargaining agency by the Employer except such work as is currently performed at the point of delivery by driver-salesmen in servicing retail markets with perishable bakery products, beverages, greeting cards, magazines, potato and corn chips directly from the delivery vehicle. Further excepting that representatives of a company sponsoring special promotions may erect and stock initial special displays in connection with said special promotions. There shall be a limitation of three (3) times per year for promotional programs using persons other than employees of the Employer, provided, however, that such special promotions must be area-wide promotions. The Employer shall notify the Union in writing prior to the beginning of any promotional program.

The application of this provision shall in no way restrict the work which may be performed by the Store Managers.

ARTICLE 4

Hours and Overtime

4.1 The guaranteed basic work week for all full time employees shall be forty (40) hours per week, consisting of five (5) eight (8) hour days providing the employee is available for work as scheduled. For the purpose of this Agreement the basic work week shall be from Monday through Saturday, inclusive. Sunday work shall be isolated and shall not be a part of the basic work week.

4.2 All time worked by an employee in excess of eight (8) hours in any one (1) day or forty (40) in any work week, or in excess of thirty-two (32) hours in any week in which one of the specified holidays fall, shall be deemed overtime unless otherwise specified in Schedule "A", "B", "B-1", "C" and "C-1". Such overtime work shall be paid for at the rate of time and one-half (1-1/2) the employee's regular rate of pay, but the employee shall not be compensated for both daily and weekly overtime. Hours which qualify for Sunday or holiday premium pay shall not be included in computing weekly overtime.

4.3 Employees who work an eight (8) hour shift shall work eight (8) hours in a period of either eight and one-half (8-1/2) or nine (9) consecutive hours and shall be granted an uninterrupted meal period of either one (1) or one-half (1/2) hour beginning not before three (3) hours of work nor later than five (5) hours of work. A half hour meal period shall be assigned only by mutual agreement. Employees who work a shift of less than eight (8) hours but more than five (5) hours shall be granted an uninterrupted meal period of one-half (1/2) hour, not before three (3) hours of work nor later than four (4) hours of work. Any employee instructed to work his meal period shall receive pay for that period of time at the overtime rate of time and one-half (1-1/2) the regular rate of pay.

The lunch period specified in the above paragraph may be waived (without pay) by mutual agreement between the employee and the Employer.

4.4 The meal period for night crew workers shall be one-half (1/2) hour and the eight (8) hour shift shall be worked in the period of eight and one-half (8-1/2) consecutive hours.

4.5 The Employer may establish as many shifts as necessary, and the starting time of such shifts shall be optional with the Employer. There will be no split shifts, unless mutually agreed upon by Employer and employee.

4.6 Any full time employee who works later than 6:00 p.m. more than three (3) nights in any week shall be paid time and one-half (1-1/2) for the hours after 6:00 p.m. on the fourth (4th) or subsequent nights, even though they may be a part of the regular shift.

4.7 Any employees transferred into the bargaining unit from any other part of the Company shall retain their last employment date for the purpose of computing benefits, but their seniority date shall be otherwise established as of the date they commenced working in the bargaining unit.

4.8 No employee shall be required to work on Sundays or the designated holidays. All work to be performed on Sundays and holidays shall be offered on the basis of seniority with due consideration given to job classification and fitness for the work required. If sufficient volunteers are not available in the store, the Employer may elect to draw volunteers from within the supervisor's territory or direct employees to work by inverse order of seniority within the store. A sheet will be posted on Monday next to the work

schedule for the purpose of signing up for Sunday and holiday work. The schedule for Sunday and holiday work will be assigned by seniority from this list.

Full time employees shall be offered eight (8) hours if work is available, and if the store is open for eight (8) hours unless business conditions prohibit. Part time employees shall be offered not less than four (4) hours. Any employee accepting Sunday or holiday work shall work not less than four (4) hours. Employees shall not be discriminated against for declining Sunday or holiday work nor shall they be coerced into accepting it. The Weigher and Wrapper and the Deli Clerk, if trained, for the purpose of this paragraph, shall be considered the same classification.

4.9 Overtime for employees assigned to the night shift shall be computed on the basis of base pay plus premium pay.

4.10 On days where overtime is worked, if a second meal period is taken, it shall consist of one-half (1/2) hour duration only.

4.11 Part time employees may be employed a maximum of thirty-five (35) hours per week. In any week in which a part time employee works in excess of the hours specified above, the employee shall be paid for all hours worked at his appropriate full time hourly rate. When a part time employee is scheduled and/or works forty (40) hours a week for more than six (6) consecutive weeks and the work is not temporary (i.e., vacation and/or absence coverage), a full time

position will be deemed to have been created. Such a full time position within the store and department where the work was performed will be filled in accordance with the following procedures:

- A. Notice of the available position will be posted for seven (7) days within the store. Part time employees, within the department where the available position exists, who express in writing a desire to fill the full time position will be selected by seniority and ability to do the work.
- B. If the position cannot be filled in accordance with paragraph A above, other part time employees within this store may be selected on the same basis.
- C. If the position cannot be filled in accordance with paragraphs A or B above, an employee will be selected in accordance with Section 12.7.

No part time employee shall be scheduled for less than four (4) hours in any one (1) day unless the employee is not available for four (4) hours, in which case, the minimum shall be three (3) hours. Part time employees who report to work shall be paid for their scheduled hours, except for employees who voluntarily leave. Each calendar quarter, part time employees may be scheduled for less than four (4) hours, but not less than one (1) hour, for the purpose of attending a store employees' meeting.

4.12 Full time employees reporting for work at their scheduled time or on instructions from

their Employer shall be guaranteed eight (8) hours at straight time rate of pay for the employee's scheduled work days and four (4) hours with pay for non-scheduled days at the overtime rate of pay.

4.13 The Employer agrees to post a weekly work schedule, in ink, with employees' names listed in order of seniority, and in the time clock area by noon on Saturday of the week preceding the week for which the schedule is effective, of working hours specifying the starting and finishing times and regular days off. The schedule shall contain the employees' full names and shall have the scheduled hours of each employee totaled at the end of the column. The schedule for the night crew and those scheduled off on Saturday must be posted prior to the end of those employees' scheduled shift on Friday of the week preceding the week for which the schedule is effective.

The schedule for all full time employees showing the starting and finishing time and regular days off shall not be altered after it is posted, except by mutual agreement. Each full time employee shall regularly receive the same day off each week except for weeks when business conditions may require a change in their regular day off. A seven (7) day written notice must be given in order for a full time employee's regularly scheduled day off to be changed except as referred to above.

In the Meat Department, the scheduling of nights (past 6:00 p.m.) and Saturday night for full time employees shall be done on a rotating

basis as nearly equal as practical. The schedule for a part time employee may be changed by notification to the employee prior to store closing the previous day.

A part time schedule shall be complete and reflect the anticipated basic need for the store's requirements for that week.

4.14 Employees working five and one-half (5-1/2) hours or more in a day shall receive two (2) rest periods of fifteen (15) minutes each, one (1) rest period to be in the first half of the work day, the second (2nd) rest period to be in the second half of the work day as near as possible to the middle of each shift. Employees working less than five and one-half (5-1/2) hours in a day shall receive one (1) fifteen (15) minute rest period. The Employer will not intentionally prepare a schedule to avoid the requirement of a second rest period.

4.15 Employees who sustain an occupational injury requiring treatment by a doctor or hospital shall suffer no loss in pay for the day the injury occurs provided the employee returns to work unless otherwise instructed in writing by the attending doctor.

4.16 Anytime worked after 1:00 a.m. or before 4:00 a.m. shall be paid at time and one half the employee's regular rate except for employees on the night crew.

4.17 The Union and the Company agree to discuss and implement certain contract modifications (i.e. split shifts, four (4) ten (10) hour shifts and combination day and night shifts) in

order to encourage the creation of more full time jobs.

ARTICLE 5

Wages and Employee Classification

5.1 Wage scales are set forth in Schedule "A", "B", "B-1", "C" and "C-1" attached hereto and made a part hereof.

5.2 The starting wages provided in Schedule "A", "B", "B-1", "C" and "C-1" shall apply to all new employees and each new employee is to be on probation for a period of ninety (90) days. If during the probationary period it is found that the new employee is not suitable for the business, his services are to be terminated at the Employer's discretion.

5.3 An employee who has worked within the industry during the past three (3) years shall be credited with all previous super-market experience in the same type of work, or in the case of general merchandising or bakery employees, all previous experience in a similar capacity, proven by verification or ability, which shall be recognized as seniority for the purpose of establishing the pay scale to which the employee is entitled. The Employer, employee, and the Union will make every effort to verify all previous experience on the employee's application. If, however, complete information cannot be obtained within the first three (3) months of employment, the pay scale shall be determined by the Employer on the basis of whatever verification of experience has become available and the

employee's ability. The Employer agrees to notify the Union no later than forty-five (45) days after employment if complete verification of experience has not been obtained.

5.4 The service record of any new employee retained after the probationary period shall date from the time of such employee's original employment. The salary of such employee shall be retroactive to the date of employment.

5.5 A part time employee when assigned to full time work shall be credited for his accumulated part time hours and placed on the salary scale to which he would have been entitled had these hours been accomplished as a full time employee.

5.6 Department Heads may be assigned in stores where designated by Employer and where assigned, they will be paid the prevailing rate as listed in Schedule "A".

When a higher classified employee is absent from his position and another employee performs the job of the higher classified employee for the entire week, he shall receive the appropriate rate of pay of the higher classification.

An employee promoted to a higher classification shall suffer no reduction in his hourly wage rate.

When an employee is promoted to a higher classification the employee's pay rate shall progress to the next higher wage rate in the new classification and thereafter progress through the remaining progression.

5.7 Courtesy Clerks may be assigned in stores designated by the Employer. The duties of Courtesy Clerks shall be limited to general cleaning up, bagging, carrying out customers' packages, attending parking lot, cleaning in the immediate area of the checkstand, pulling cardboard, returning unsold merchandise, floor care and other cleaning duties (i.e., restroom and sweeping) anywhere in the store.

It shall be a violation of this Contract for Courtesy Clerks to perform any duties other than those specified above. In order to remedy violations of this Section the parties agree as follows:

- A. The Employer shall post in each of its stores a notice to the employees signed by an authorized Employer representative instructing all employees of the duties of Courtesy Clerks, and instructing all employees that the performance of any other duties constitutes a violation of the contract.
- B. During any shift in which a Courtesy Clerk performs any work other than the above-specified duties, the Courtesy Clerk will receive the higher classified rate of pay for the entire shift.
- C. Courtesy Clerks hired after April 20, 1993, are not eligible for Health and Welfare, Pension and Legal benefits.

5.8 Service Clerks may be assigned in stores designated by the Employer. The duties of Service Clerks shall be limited to maintenance of pizza, bakery, salad bar and bulk food areas within the store. Service Clerks' schedules may

be limited to a three (3) hour shift. Additional duties may include: handling outdoor merchandise display, preparation of quiche, bake-off rolls in deli, flower shop, porter, preparation of vegetable platters, fresh vegetable and fruit juices, fresh peanut butter, making party platters all year, making sandwiches, vacuum pack in Deli express, cut vegetables for prepared foods and bagging or wrapping greens, grapes, berries and cut melons. They shall be paid three (3) hours pay if they are normally scheduled to work on one of the holidays as delineated in Article 9, Section 9.1.

5.9 A. All meat departments shall be operated by a Head Meat Cutter, who may be relieved by a Journeyman Meat Cutter or an Apprentice.

B. The apprenticeship program in retail stores shall be two (2) years as provided in wage Schedule "A", "B", "B-1", "C", and "C-1". An apprentice is a person learning all the details and developing manual skill for performing the duties of a Journeyman Meat Cutter. He shall be given a meat cutting test jointly observed by representatives of the Employer and the Union within his twenty-third (23rd) or twenty-fourth (24th) month. If he fails to qualify at this time he shall continue at the same rate of pay and be given another test at the end of his twenty-seventh (27th) month; if he fails to qualify at this time he shall be terminated.

C. A Weigher and Wrapper is one who weighs, prices and wraps meat cut by a Journeyman or an Apprentice. He/she displays or places said meat in self-service cases or in storage.

He/she may use slicing machine for cutting cheese and luncheon meats; also use a knife for cutting liverwurst or any other luncheon meat that cannot be cut by the slicing machine.

He/she is not, however, to cut beef, pork, veal, lamb, poultry or fish with a knife or any other automatic device nor assume any work other than the above, which normally is performed by Journeymen Meat Cutters or Apprentices. He/she however, may perform general house cleaning chores, and also clean the cases, work tables, etc.

D. All meat departments shall have in attendance one (1) meat department bargaining unit employee until 8:00 p.m., except that a department need not be manned during meal periods where there is only one (1) employee in the unit on duty that shift.

E. In stores with three (3) or more full-time meat cutters, including Head Meat Cutter, one (1) shall be designated First Cutter. The First Cutter classification applies to the store and not to the individual.

F. The First Cutter will be expected to relieve the Head Meat Cutter whenever the Head Meat Cutter is absent at the First Cutter wage rate for a period of one (1) week; should the period of relief exceed one (1) week he shall be paid the relief Head Meat Cutter's rate of pay for the additional relief up to and including six (6) consecutive weeks, thereafter he shall be paid the Head Meat Cutter's rate of pay during the period of such relief.

G. In the event the First Cutter is absent, a Journeyman or Apprentice may relieve the Head Meat Cutter and shall receive the Relief Head Meat Cutter rate beginning with the second day of relief. After a period of two (2) full weeks of such relief, he shall then be paid the Head Meat Cutter rate.

H. In Meat Departments where there is no First Cutter classification, the employee who relieves the Head Meat Cutter shall receive the Relief Head Meat Cutter rate beginning with the second day of relief. After a period of two (2) full weeks of such relief, he shall then be paid the Head Meat Cutter rate.

ARTICLE 6

Night Shift Employees

6.1 Employees whose schedules begin after 9:00 p.m. and before 4:00 a.m. shall be considered night shift employees. Night shift employees shall receive the night premium for the entire shift of one dollar (\$1.00) per hour, in addition to the employee's straight time rate of pay.

6.2 Night Shift employees will receive their basic weekly wages plus the night premium in the computation of overtime, vacation or holiday pay.

6.3 Night shift employees shall be permitted to start their shifts at 9:00 p.m. on Sundays or holidays at the straight time rate of pay plus the night premium.

6.4 No employee shall be required to work a day and night shift in the same work week except by mutual agreement.

6.5 Employees who want on or off the Night Crew shall bid as follows: A request must be in writing to the Employer and will be placed on the list referred to in Section 12.7. As day openings occur, the most senior employee on the combined list shall be assigned to the job provided the employee is available to work such hours on a regular and continuing basis.

Employees in the Meat Department who want on or off the night crew shall bid on or off on a seniority basis in a seniority territory. No new hires shall be employed until said bids are honored, provided that said employees do so in writing.

6.6 The Night Captain in Charge shall receive twenty-five dollars (\$25.00) per week in addition to night premium and the Night Captain in Charge of a 24-hour store shall receive thirty-five dollars (\$35.00) per week in addition to night premium.

6.7 Night Captain that has successfully completed the company's Level II Career Development Program would also be entitled to the additional fifty cents (\$.50) per hour as long as actively in that position.

In the Grocery, Produce, Deli and Bakery Departments, the Second Person in each department would be eligible for fifty cents (\$.50) per hour premium after successful completion of the company's Level II Career Development Pro-

gram. The premium will only be paid when employee is actively holding the position of Second Person.

ARTICLE 7

Working Conditions

7.1 The Employer will furnish and launder such store linens which it requires its employees to wear. These garments may be laundered by the employee. Since this item of expense is intended to make the Employer's service more attractive to customers, members agree to cooperate by presenting a neat, clean, business-like appearance while on duty in the store.

7.2 The Employer shall have the right to discharge or discipline any employee for good cause such as dishonesty, intoxication during working hours, drinking or gambling on the Employer's premises, or direct refusal to obey orders by the Employer which are not in violation of this Agreement, provided, however that no employee shall be discharged or discriminated against because of membership in the Union or for Union activities.

7.3 In the event that an employee's work is unsatisfactory, he shall be given at least one (1) written notice before disciplinary action is taken, and a copy of the notice shall be sent to the Union at the same time. Notices and warnings shall become null and void after nine (9) months from date of issue, except for attendance and tardiness policy, which shall be one (1) year.

7.4 Representatives of the Union may visit the Employer's stores for the purpose of observing working conditions and to see that this Agreement is being complied with, investigating the standing of employees and inspecting all employee records, including employee Social Security numbers, which shall be available for a reasonable length of time. Employees shall be furnished duplicate pay vouchers weekly.

7.5 No employee shall suffer a reduction of hourly wage rates, increase of hours, or reduced vacation time solely by the signing of this Agreement.

7.6 If a physical examination or health permit is required by the Employer or local government, all expense attached to same shall be borne by the Employer.

7.7 If any employee is required to work in more than one (1) store in the same day, the expense for necessary transportation shall be borne by the Employer at the current IRS rate per mile. The time required for travel between the stores shall be included as a portion of the employee's work day and considered as time worked for all purposes. An employee on temporary assignment away from his regularly assigned store which requires additional transportation expense shall be reimbursed for such increased expense at the current IRS rate per mile. Temporary assignments will not exceed thirty (30) days except in cases of relief of an employee absent on extended sick leave.

7.8 Employees shall be at their stores ready for work at their scheduled starting time, otherwise they are reporting late. They shall remain at their work until their scheduled quitting time.

7.9 Except by mutual agreement between Employer and employees, employees shall have a minimum of ten (10) hours off between the ending of their schedule and the starting of their next schedule. Any employee who works during this ten (10) hour period shall be paid for such time at the rate of time and one-half (1-1/2). An employee may elect to have an eight (8) hour "turnaround" solely for the employee's benefit, however, the overtime penalty would not apply. This selection must be in writing with a copy to the store manager.

7.10 The Employer shall maintain two first aid kits fully equipped, including latex gloves, in each store to be available for all shifts worked. One of these first aid kits shall be located in the Meat Department.

7.11 Notice concerning Union business will be posted in designated locations in the stores, after approval by management.

7.12 Where practicable, within each store, the Employer shall combine existing part time assignments on a seniority basis, providing they can do the work so as to provide the maximum part time employment per individual within the definition of part time employment and further, to create as many forty (40) straight time hour positions as possible.

7.13 No employee may be required to make up or be disciplined for cash shortages, unless they are given the privilege of checking the change and daily receipts upon starting and completing the work shift.

7.14 No employee shall be required to make good any bad checks cashed unless said checks are cashed in violation of the Employer's rules and regulations, which have previously been given to the employee in writing.

7.15 No employee shall be given a polygraph (lie detector) test, unless the Union agrees in writing.

7.16 Time spent at legal proceedings at the request of the Employer or Employer-Counsel shall be compensated at straight time rates. Such compensation shall also be paid for time spent at legal proceedings to which the employee is subpoenaed to give testimony for the benefit of the Employer provided the employee has given the Store Manager prompt notice of the subpoena. Such hours shall not be considered as time worked in the computation of daily or weekly overtime unless it is part of the regularly scheduled work week.

7.17 The Employer will discuss, investigate and correct any problem of jackets or gloves in connection with frozen food lockers and dairy.

7.18 There shall be a time clock in each of the Employer's stores for the purpose of recording time worked. The Employer and the Union agree that a proven violation of established time

clock rules, including working before punching in or after punching out, may subject such an employee to disciplinary action up to and including discharge. Furthermore, all time during which an employee is suffered or permitted to work or is required to be on duty on the Employer's premises at a given work place shall be considered hours worked, and recorded on the time cards.

7.19 The Company recognizes that given the individual lifestyle of each employee, certain work schedules are preferable. In this regard, the Company will make its best effort to consider seniority in the preparation and assignment of work schedules. The Union recognizes that the needs of the business take first priority. (Not subject to the arbitration provisions of Article 19).

7.20 Shoppers Food Warehouse agrees with the Union that employees are among our most valuable resources. It is Shoppers position that when dealing with store associates, our management personnel should have a conscious regard for their feelings and self-esteem. Our management is committed to this principle and will use all reasonable efforts to apply it consistent with our business needs and requirements.

7.21 Health and Safety

A. The Employer, recognizing the importance of a safe and healthy work place, shall institute a program to insure and maintain the guarantee of

a safe and healthful work place free of all unsafe recognized hazards to all its employees.

B. The Employer shall furnish and supply all of the necessary protective equipment that is required by Federal, State or Local Law or designated by the Employer at no cost to the employee. The Company shall provide mesh gloves for Seafood Clerks and Meat Cutters. The employees shall not be required to make a deposit for these gloves provided that the employees must wear the gloves at all times when they are working and, provided further, that if the employee loses the gloves, the employee is responsible for the cost of replacement.

C. The Employer shall train all employees in the use, handling and maintaining of all tools and equipment in the work area they are assigned.

D. The Employer shall make available all safety records pertaining to O.S.H.A. regulations, citations and lost time, accidents or illnesses within thirty (30) days of receipt of such an infraction or occurrence of such accidents.

E. The Employer further agrees to make available to the Union all test results from toxicity materials or chemicals that the employees may come in contact with within thirty (30) days.

F. The Company shall make available to the Union all forms and records necessary for the reporting of accidents, illnesses or O.S.H.A. violations.

G. Joint Safety Committee

1. There shall be established in each plant or store a joint safety committee comprised of one or more employees from the work area of a plant or store and representatives of management to meet at least once or more each month to discuss health and safety conditions in the plants or stores. The committee will make recommendations in the area of safety and health, handle employee complaints, distribute information concerning Safety and Health and make available results of all plant inspections or violations of O.S.H.A. The committee shall make at least one walk around inspection of the plant or store each month to discuss and observe safety compliance with the employees in their work areas.
2. The Union shall have the right to conduct a walk around with the representatives on the Safety Committee from the employees to observe health and safety conditions or problems.
3. The Safety Committee and or Shop Steward shall accompany government inspectors for walk arounds and any other committee business in respect to safety and health while still on Company time and without loss of pay.
4. All safety violations shall be reported to the Company in writing and shall be complied with as soon as possible, and action taken by the Company shall be reported to the Safety Committee in writing.

ARTICLE 8
Vacations

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

ANNUAL VACATION	PRO-RATA VACATION ON TERMINATION
One (1) week uninterrupted after one (1) year	1/12 week for each additional month
Two (2) weeks uninterrupted after three (3) years	2/12 week for each additional month
Three (3) weeks uninterrupted after eight (8) years	3/12 week for each additional month
Four (4) weeks uninterrupted after twenty (20) years	4/12 week for each additional month

Effective for vacation eligibility in 2005

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

Part time employees who have been employed for one (1) year shall receive pro-rated vacation based on the average straight time hours worked during the preceding year subject to the same conditions as pertain to full time employees.

Full Time employees with fifteen (15) years or more of service, and employees who reach fifteen (15) years of service during the life of the agreement, shall receive a bonus of one (1) week's pay. Part time employees shall receive pro-rated bonus pay based on the average straight time hours worked during the preceding year.

Full Time employees with twenty-five (25) years or more of service, and employees who reach twenty-five (25) years of service during the life of the agreement, shall receive a bonus of one (1) week's pay. Part time employees shall receive pro-rated bonus pay based on the average straight time hours worked during the preceding year.

8.2 Part time employees who change to full time will receive credit for the vacation earned on the basis of forty (40) hours being equal to one (1) week of work. In the computation of future vacations, credit shall be given for hours worked as a part time employee and the vacation anniversary date adjusted accordingly.

8.3 Full time employees changing to part time will continue their original vacation anniversary date and will receive part time vacation on the basis of average hours worked during the vacation year. The original employment date will be the basis for determining eligibility.

Employees discharged for proven or acknowledged dishonesty shall not be entitled to any vacation pay.

8.4 Vacation time shall be computed from date of employment or anniversary of vacation eligibility date, and shall be taken at a time convenient to both the employee and the Employer, and shall be paid at the rate of pay in effect at the time the vacation is taken. An employee who is absent from work for less than sixteen (16) weeks during his anniversary year shall receive his full vacation allowance but if absent for reasons other than illness or for illness for more than sixteen (16) weeks or in the case of Workman's Compensation cases for more than six (6) months, he shall receive one-twelfth (1/12) his vacation entitlement for each full month worked during the anniversary year.

8.5 When a holiday designated in Article 9, Section 9.1 occurs during an employee's vacation, the employee shall be entitled to an extra day's vacation, said day to be continuous with employee's vacation, or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

8.6 From January 1 to March 31 of each year, employees shall select their desired date for vacation for that year. Said selection will be awarded on a seniority basis within each department. After March 31, employees may select vacant weeks by seniority but may not bump less senior employees who have exercised their vacation selection during the bid period. Vacations requested after the bid period will be honored

on a first-come, first-served basis. Employees may take vacation in any of the fifty-two (52) calendar weeks, subject to management approval.

The vacation schedule of any employee cannot be changed, except by mutual agreement. The vacation schedule shall be available on request by an employee.

8.7 Vacation pay is to be paid to the employee prior to the day the vacation begins. If the employee's vacation pay is not available when he is scheduled to leave he will be paid from store funds.

8.8 Employees who have exhausted their personal holiday entitlement and who have at least two (2) weeks of vacation accrued may use one (1) week (five (5) days) of vacation in single day increments, subject to the following conditions:

1. Scheduling of single day vacations will be by mutual agreement between the employee and employer;
2. The employee will provide at least two (2) weeks advance notice of their desire to schedule a single day vacation; and
3. Full time employees shall be paid in increments of eight (8) hours per day and part time employees shall be paid in increments of five (5) hours per day (part time employees must have a minimum of five (5) hours accrued in order to take a single day). However, if the Employer can electronically process single vacation entitlement

based on one-fifth (1/5) of the week's average hourly vacation entitlement, then payment will be made on that basis rather than in five (5) hour increments.

ARTICLE 9

Holidays

9.1 The Employer agrees that the following days shall be observed as holidays for all employees. When a holiday falls on a Sunday the following Monday shall be observed.

New Year's Day

Labor Day

*Easter Monday

Thanksgiving Day

Memorial Day

Christmas Day

Independence Day

**For employees employed prior to December 15, 1986.*

Part time employees will be paid five (5) hours pay if they are normally scheduled to work on one (1) of the above mentioned holidays.

Part time employees with one (1) or more years of service shall receive holiday pay even if they are not normally scheduled to work on the holiday.

9.2 Work may be performed, in the meat department, on any of the hereinabove mentioned holidays, however, work shall be compensated for at double the rate of the employee's regular straight time rate of pay which shall be over and above the holiday entitlement as provided. Work performed outside the meat department and meat and deli employees hired after November

1, 1983, shall be compensated for at time and one-half (1-1/2) the employee's regular straight time rate of pay, which shall be over and above the holiday entitlement. Work performed on Sunday shall be compensated for at time and one-half (1-1/2) the employee's straight time rate of pay.

For employees hired on or before July 6, 2004, work performed on Sunday shall be compensated for at time and one-half (1-1/2) the employee's straight time rate of pay.

For employees hired on or after July 7, 2004, work performed on Sundays and Holidays shall be compensated for at the following rates:

0 to 12 months of employment @ \$1.00/hr premium for each hour worked

13 to 24 months of employment @ \$1.50/hr premium for each hour worked

25 to 60 months of employment @ \$2.00/hr premium for each hour worked

Thereafter @ time and one-half (1-1/2) the employees regular rate of pay

Provided, however, that any such employee who works in excess of forty (40) hours per week (Sunday through Saturday inclusive) shall not be compensated for both Sunday or Holiday premium and week overtime.

9.3 Full time employees who complete six (6) months continuous service with the Employer, shall be entitled to three (3) personal holidays in each calendar year, and part time employees

shall be entitled to one (1) personal holiday for each four (4) months of employment up to a maximum of three (3) days per anniversary year, at a mutually agreeable time, with two (2) weeks prior notice to the store manager.

Effective January 1, 2001, full time employees hired prior to January 1, 1984, shall receive two (2) additional personal holidays for a total of five (5).

Effective July 4, 2004, part time employees hired prior to January 1, 1984, shall receive five (5) personal holidays.

9.4 Full time employees shall be granted holiday pay based on an eight (8) hour day.

Part time employees will be paid five (5) hours pay for the holiday.

9.5 To receive the aforementioned holiday pay, an employee shall be at work on the scheduled working day preceding and following such holiday, except for those on vacation or authorized leave. Holiday pay shall be given an employee who is prevented from working on his scheduled day before or his scheduled day after the holiday because of illness to the employee, or the employee's wife, husband or child, of such a serious character as to require the employee to remain away from work. This seriousness must be attested to by a physician. Holiday pay shall be granted to an employee who does not work his scheduled day before or his scheduled day following the holiday in the event the employee's absence is caused by a verified accident. Provided, however, that in all events the employee must work at least one (1) day during

the week in which the holiday falls in order to qualify for holiday pay.

ARTICLE 10

Leaves of Absence

Subject to the following conditions, employees shall be granted leaves of absence which shall not interrupt their service records:

10.1 Leave of absence shall be granted up to one (1) year without pay when an employee with six (6) or more months of continuous service is unable to work because of sickness, accident or pregnancy, and this leave shall become effective after the final sick benefit payment is made. The disability must be attested to by a registered physician. However, in the event such employee is unable to return to work at the expiration of his leave period, he shall be entitled to an additional leave of six (6) months (twelve (12) months for workers compensation leaves) if he submits satisfactory medical evidence that he will be able to return to his regular duties within the said additional period. The employee must give two (2) weeks notice in writing prior to the date he intends to return to work.

10.2 In the case of death in the immediate family, (namely, the death of a parent, spouse, child, brother, sister, grandparent, parent-in-law or legal guardian) of any employee, full or part time, requiring the employee's absence from his regularly scheduled assignments, the employee shall be granted leave of absence with pay of three (3) consecutive work days.

Effective July 7, 2004, full time and part employees will be granted four (4) consecutive work days in the death of a spouse or child.

10.3 Employees, full or part time, who serve in the National Guard or military reserve units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit in which they serve. Such employee shall give the employer two (2) weeks prior notice.

10.4 Any member of the Union employed by the Employer who is elected to a permanent office in the Union or is assigned by the Union to Union activity necessitating leave of absence shall be granted such leave of absence and shall, at the end of the term in the first instance or the end of his mission in the second instance, be given reemployment at his former wage rate plus any increase or less any reduction that may have become effective during his absence.

10.5 Approved leaves of absence for reasons other than those listed above shall not interrupt an employee's service record.

ARTICLE 11

Jury Duty

Employees, (part time after one (1) year of employment) who are required to report for, or serve on jury duty will be granted time off when needed for actual jury duty and will receive the difference between their straight time basic weekly pay and the amount received while on jury duty, except such jury duty pay which they

receive while serving on their regularly scheduled day off. During the time employees are serving on said juries, their schedules shall be arranged to provide a shift ending nine (9) hours after the time the employees are required to report for such service. An employee who is dismissed from such service sufficiently early to enable him to work four (4) hours or more of his scheduled shift shall report to his store to complete his shift. This obligation on the part of the Employer shall be limited to thirty (30) days in each calendar year.

ARTICLE 12

Seniority

Except as modified by the provisions of this Collective Bargaining Agreement, the seniority provisions of the following article shall be applied in the same manner as the seniority articles in the respective parties' collective bargaining agreements prior to the execution of this collective bargaining agreement.

12.1 Seniority for the purpose of this Agreement shall be calculated by continuous service from the last date of employment (except as otherwise provided). A seniority list for all full time employees and a separate list for all part time employees shall be set up by the Employer and shall be furnished to the Union upon request. Seniority shall prevail in the following instances in the manner as listed hereafter: A. Store, B. Geographical Area, C. Bargaining Unit.

12.2 The Employer recognizes the principle of seniority as being one in which the movement of an employee from one job to another or from one location to another through promotion, demotion, layoff, recall after layoff, or permanent transfer, shall be governed by the length of service of the employee and the employees ability to perform the work.

12.3 In all layoffs the ordinary rules of seniority shall prevail with due consideration given to the job classification, fitness for the work involved, ability to perform the work involved, and the practicability of applying the rules of seniority in the particular case. Employees laid off for periods of less than one (1) year shall have preference to reinstatement in the reverse order. The service record of such reinstated employee shall not be interrupted. Sickness does not count as layoff. Full time employees to be reduced to part time may exercise their right to a complete layoff without prejudice to their right to recall.

12.4 A full time employee shall have seniority over a part time employee, to the extent that a full time employee who is involuntarily laid off in order of seniority may claim existing part time schedules calling for the least reduction of hours provided due consideration is given to job classification and to fitness to perform the work involved. Part time employees shall have seniority over other part time employees under the same conditions. However, if the available opening for a part time employee who is recalled is outside of the geographical area, the employee may

refuse the opening without prejudice to future recall within the same geographical area.

Before a Journeyman Meat Cutter can be reduced to part time or laid off within the geographical area, all Apprentices must be laid off within the geographical area. Where the application of this provision creates a hardship or operational problem, the Union agrees to discuss and resolve the problem.

12.5 When a full time employee is involuntarily reduced to part time he shall continue to accrue seniority as though he was still full time. When a full time employee voluntarily reduces himself in writing, his part time seniority is dated from the original date of hire. Full time employees reduced from full time to part time through no fault of their own will retain full time health and welfare and pension coverage for a period of six (6) months. The Employer will continue the full time health and welfare and pension contribution for said period of time.

12.6 Seniority and the employee's ability to perform the work shall be given consideration in regard to promotions within the bargaining unit. If the employee fails to qualify within a reasonable time for the upgraded position, he or she will be afforded the opportunity to return to his or her former classification without loss of seniority. The Employer will notify the Union of all promotions to department head classification.

12.7 Part time employees desiring full time work and lower classified food employees desiring to be upgraded in classification shall be

given preference for such work in accordance with the following procedure:

Employees who desire upgrading as described above shall notify the Employers' Personnel Department in writing with a copy to the Union, during the periods March 1, to March 21, and September 1, to September 21, each year. Such letters shall remain valid for eighteen (18) months.

The first consideration for any such vacancies shall be given to employees with a current request in order of the employee's seniority with ability to do the work to be considered. However, full time night crew employees will be given priority consideration for available full time day vacancies within the food clerk classification.

When the file of request letters has been exhausted, all employees regardless of the length of service will be considered for available openings on a store-by-store basis before seeking outside applicants.

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

Failure to accept an offer of such work in any of the Employer's stores within a geographic area shall result in removal of the employee's request for the balance of that six (6) month pe-

riod, but it shall not bar the employee from future requests. Except any employee who declines a full time night crew position will not be removed from the list for the balance of the active bid.

Part time employees who are promoted to full time will receive credit for time worked on the basis of forty (40) hours being equivalent to one (1) week and the employee's full time seniority date will be adjusted accordingly. The Employer and the Union agree to exchange a list of part time employees requesting full time jobs during the months of April and October of each year. The list will contain the employee's name, social security number, store number, and the date the letter was received by their respective office. The Union shall be notified of all full time openings.

ARTICLE 13

Store Card or Decal

The Union agrees to furnish to the Employer Union Store Cards and/or Decals for each of the Employer's stores. Such cards or decals shall remain the property of the United Food and Commercial Workers International Union and shall be surrendered to the Union upon demand. The Employer shall display such Union Cards or Decals in the meat department and a conspicuous area accessible to the public in each establishment covered by this Agreement.

ARTICLE 14

Shop Steward

14.1 The Union shall have the right to appoint two (2) Chief Shop Stewards in each store whose duties shall be to report any irregularities to the Union. In no instance shall the Shop Steward be discriminated against for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer. Shop Stewards shall report all irregularities to the Store Manager prior to reporting same to the Union. In stores with more than 120 employees, the Union shall have the right to appoint two (2) Assistant Stewards.

14.2 Chief Shop Stewards may not be transferred from store or job assignment without written consent of the Union, except in cases of promotion. The Chief Shop Stewards shall have super-seniority among all other employees for the purpose of layoff and recall only in their store. Further, the Shop Stewards shall not be threatened, coerced or intimidated for performing Union activities.

14.3 In the interest of promoting cooperative relations, the store manager shall introduce each new employee in his store to the Union Shop Steward within one (1) week after the new employee reports to work. Stewards shall give the new employee a copy of the contract and shall explain its operation. The Shop Steward may answer any questions the employee asks him. They may request the new employee to join the Union

and may make arrangements for the new employee to become a member.

14.4 The Union shall furnish to the Employer a complete list of Shop Stewards which shall be amended from time to time as may be necessary. The Employer agrees to grant two (2) days of paid leave each calendar year for each store, for Steward Training and Education, however, in no event shall more than two (2) Stewards be granted leave on any one (1) day or any Steward receive more than one (1) day leave for training and education per calendar year. The Union must notify the Employer at least two (2) weeks in advance thereof. The Shop Steward must upon returning from the leave present the Store Manager with written evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended.

ARTICLE 15

Welfare Fund

15.1 For employees hired on or before September 4, 1996, the Employer shall contribute to the United Food and Commercial Workers Unions and Participating Employers Health and Welfare Fund, Plan JSS2, and to make contributions for each full time employee (excluding Lottery Clerks and Courtesy Clerks hired after 4/20/93) who has completed their probationary period as prescribed in the collective bargaining agreement. Such contributions shall be remitted to the Fund office on or before the twentieth (20th) day of each month for the preceding calendar month.

15.2 For part time employees who have been continuously employed for one (1) year, the Employer shall continue to make monthly contributions for each part time employee (excluding Lottery Clerks and Courtesy Clerks hired after 4/20/93) to the above named fund for Plan JSS2 benefits.

15.3 An employee hired after December 15, 1986, until September 4, 1996, and who qualifies for dependent coverage, can apply for dependent coverage by having the Employer deduct twenty-five dollars (\$25.00) from their pay on a monthly basis.

15.4 Full time and part time employees hired after September 4, 1996, and prior to April 1, 1999, the contribution by the Employer will commence with the first full payroll month following the completion of twelve (12) months of continuous employment with the Employer. Such contributions shall be remitted to the Fund office on or before the twentieth (20th) day of each month for the preceding calendar month. Full time employees hired after September 4, 1996, and who qualify for dependent coverage can apply for dependent coverage by having the Employer deduct twenty-five dollars (\$25.00) from their pay on a monthly basis. Part time employees hired after September 4, 1996, shall have a twenty-four (24) month waiting period for dependent coverage which shall be paid 80% by the employer and 20% by the employee. These employees shall be covered under Plan Y of the FELRA & UFCW Health & Welfare Fund.

15.5 Full time employees hired on or after April 1, 1999, and prior to July 7, 2004, the con-

tribution by the Employer will commence the first full payroll month following the completion of three (3) months after their date of hire. Such contributions shall be remitted to the Fund office on or before the twentieth (20th) day of each month for the preceding calendar month. Full time employees hired on or after April 1, 1999, who qualify for dependant coverage, may apply for dependant coverage by having the Employer deduct \$25.00 from their pay on a monthly basis. These employees shall be covered under Plan Y.

15.6 Benefits for employees hired on or after July 7, 2004, (excluding lottery and courtesy clerks) will be provided under Plan XX. Full-time employees shall be eligible for Group A benefits after completion of ninety (90) days of continuous employment, and shall be eligible to receive Group B benefits after completion of six (6) months of continuous employment. Part time employees shall be eligible for Group A benefits after completion of eighteen (18) months of continuous employment and shall be eligible to receive Group B benefits after completion of thirty (30) months of continuous employment. Part time employees are not eligible for dependent coverage. Coverage for part-time employees shall be secondary if the employee is covered under another plan. Full-time and part-time employees shall be eligible to receive the Plan X level of benefits after completion of six (6) years of continuous employment.

15.7 The Employer shall make monthly contributions in amounts determined by the Board of Trustees of the above Funds, so as to main-

tain current and existing health and welfare benefits (as established in the negotiations of July, 2004) and further to provide a two (2) month financial reserve.

15.8 The nature, type and extent of the health and welfare benefits to be so provided shall be such as the Trustees under said Trust Fund shall in their discretion determine.

15.9 Details of the Trust Plan and Benefits, including a fully executed copy of the Trust Plan shall be provided the Employer and the Employer shall be notified promptly of any changes in the trust plan or benefits provided thereunder.

15.10 Monthly contributions will be made on behalf of each employee who received compensation from the Employer during said month.

15.11 It is understood and agreed that the benefits referred to herein shall be such as to allow the Employer an income tax deduction for the contribution paid hereinunder.

ARTICLE 16

Pension Fund

16.1 For all full time employees hired before November 2, 1983, (excluding Lottery Clerks) the Employer agrees to contribute forty cents (\$.40) per hour to a jointly administered Trust Fund known as the United Food and Commercial Workers and Employers' Pension Fund (Atlanta Pension Fund). Hours paid shall include paid hours on vacation, holidays and other hours of leave paid for by the Employer. Such

contributions shall be made on or before the twentieth (20th) day of each month for the preceding calendar month. Upon payment of monthly contributions, the Employer shall report to the Union and the Trust Fund all hours worked by all employees for which contributions were required during the preceding month.

Effective July 1, 2004, the Employer shall increase such contribution to forty-five cents (\$.45) per hour.

16.2 For all full time employees hired on or after November 2, 1983 (excluding Lottery Clerks and Courtesy Clerks hired after 4/20/93) the Employer agrees to contribute to the UFCW Unions and Participating Employers Pension Fund, an amount equal to twelve cents (\$.12) per hour. Contributions to the Fund shall be made under the same terms and conditions as set forth in Section 16.1.

Effective December 15, 1992, the Employer shall increase such contribution to fifteen cents (\$.15) per hour.

Effective July 2, 2000, the Employer shall increase such contribution to eighteen cents (\$.18) per hour.

Effective January 1, 2002, the Employer shall increase such contribution to twenty-four cents (\$.24) per hour.

Effective July 1, 2004, the Employer shall increase such contribution to forty-eight cents (\$.48) per hour.

16.3 For all part time employees hired on or after January 1, 1986, (excluding Lottery Clerks and Courtesy Clerks hired after 4/20/93) the Employer agrees to contribute to the UFCW Unions and Participating Employers Pension Fund, an amount equal to twelve cents (\$.12) per hour. Contributions to the Fund shall be made under the same terms and conditions as set forth in Section 16.1.

Effective December 15, 1992, the Employer shall increase such contribution to fifteen cents (\$.15) per hour.

~~Effective July 2, 2000, the Employer shall increase such contribution to eighteen cents (\$.18) per hour.~~

Effective January 1, 2002, the Employer shall increase such contribution to twenty-four cents (\$.24) per hour.

Effective July 1, 2004, the Employer shall increase such contribution to forty-eight cents (\$.48) per hour.

16.4 The contributions provided for in the above Section shall be for the purpose of providing such pension benefits for eligible employees and other eligible persons as determined from time to time by the Trustees of the aforesaid Trust Fund pursuant to the terms of the Trust Agreement and Declaration of Trust.

16.5 The Employer hereby agrees to execute and be bound by the existing Trust Agreement covering the aforesaid Fund and any amendments thereto, without delay.

ARTICLE 17

Legal Services Plan

17.1 The Employer shall continue to make contributions for all employees (excluding Lottery Clerks and Courtesy Clerks hired after 4/30/93) with one (1) year of service covered by this Agreement. Said contributions are to be remitted monthly to the UFCW Unions and Participating Employers Legal Benefit Trust. Contributions shall be made in amounts necessary to maintain existing benefits for the duration of this Agreement.

17.2 The Employer shall contribute amounts required to continue Legal Benefits for the duration of the agreement.

For employees hired on or after July 7, 2004, the monthly contribution by the Employer will commence with the first full payroll week of the month following the completion of fifteen (15) months of continuous employment with the Employer and eligibility will commence after eighteen (18) months of continuous employment.

ARTICLE 18

Scholarship Benefits

18.1 The Board of Trustees of the FELRA & UFCW Health & Welfare Fund will maintain a separate accounting of the assets and liabilities attributable to the provision of scholarship benefits under the Welfare Fund and such separate account shall be referred to as the "United Food and Commercial Workers and Food Employers Labor Relations Association Scholarship Fund."

The Scholarship Fund shall be governed by the Board of Trustees of the Welfare Fund.

18.2 It is understood and agreed that the Welfare Fund referred to herein shall be such as to allow the Employer an income tax deduction for the contribution paid hereunder.

18.3 It is agreed that all questions involving scholarship benefits not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Welfare Fund and the Scholarship Plan.

ARTICLE 19 **Voluntary Check Off**

19.1 The Employer shall check off initiation fees and dues from all members who authorize, in writing, such deductions weekly, and shall remit to the Secretary-Treasurer of Local 400 as soon as possible following the last deduction.

19.2 The Employer agrees to deduct authorized amounts from employees' pay checks, and remit same to the credit union office prior to the eighth (8th) day of each month for the preceding calendar month.

19.3 The Employer agrees to check-off seventy-five cents (\$.75) on a weekly basis and remit on a monthly basis, from employees who sign Active Ballot Club deduction authorization forms, to the Local 400 Active Ballot Club.

19.4 The Employer agrees that it will utilize current computer capabilities to electronically transfer dues, initiation fees, credit union deduc-

tions, as well as updated employee information to the Union. The parties agree that they will cooperate with one another to accomplish this objective. This will not increase administrative costs.

ARTICLE 20

Grievances and Arbitration

20.1 Should a controversy, dispute or disagreement arise during the period of this Agreement concerning the interpretation of the provisions of this Agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the Agreement, there shall be no cessation or stoppage of work or lockout because of such controversy, dispute or disagreement, but the difference shall be adjusted in the following manner:

- a. Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall, within three (3) days, commence discussion in an attempt to reach a settlement of the controversy.

20.2 If the matter is not amicably settled under section 20.1 above, then either party may, on giving five (5) days notice to the other party:

- a. Submit the matter to the American Arbitration Association for a list of fifteen (15) arbitrators and the parties shall select there from one (1) arbitrator as follows: Each of the parties shall strike one (1) name from

the list until a last name remains, each of the parties drawing lots to determine who shall be entitled to the first strike.

- b. The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local or of the International or which may in any way affect or change the Union Security Clause, nor shall the arbitrator have the authority to effect a change in, modify, or amend any of the provisions of this Agreement or to make decisions or provisions covering wages or working conditions to be incorporated either in a new Agreement or any subsequent annual Agreement, except as hereinafter provided.
- c. In the event that one (1) party should fail to make their selection of arbitrators within two (2) weeks after receipt of notification by the other party that their choices have been submitted, then the first choice of the selecting party shall be binding on the non-selecting party.
- d. In the further event, should one (1) party fail to participate in the scheduled arbitration proceeding, the other party may proceed unilaterally and the decision of the arbitrator shall be final and binding upon all parties.

20.3 The provisions of no strike or lockout shall not be binding on either party if the other fails to abide by the decision of the arbitrator. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

20.4 All complaints must be filed, in writing, within thirty (30) days after occurrence of the matter in dispute or disagreement, provided that any complaints in reference to dismissal must be filed, in writing, to the Employer within ten (10) days from the date of dismissal. Complaints not filed within the limits herein specified shall have no right of appeal by any party involved.

20.5 During the consideration of such difference or misunderstanding, neither party shall use any coercive or retaliatory measures to compel the other party to accede to its demands.

20.6 Since it is the desire of the parties to expedite the handling of all grievances, they therefore agree that the time limits prescribed must be followed, unless agreed to by the Union and the Employer. The party failing to move forward as required shall be deemed to have withdrawn the grievance. All notices required herein shall be in writing.

ARTICLE 21

Labor & Management Committee

The Employer and the Union agree to maintain a Joint Labor/Management Committee which will meet once each month. The monthly meetings may be waived by mutual agreement.

The Labor Committee shall consist of no less than one (1) employee from each bargaining unit (i.e. clerks, meat cutters) from each store, if possible.

The purpose of this joint committee is to provide a forum in which the parties can discuss mutual problems, share ideas etc., so as to achieve a more understanding harmonious relationship.

ARTICLE 22

Military Service

The Employer will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service, he shall receive whatever vacation pay is due him. The applications of this provision will comply with the Military Selective Service Act of 1967 as amended. Because the schedule of progressive wage rates provided for by the appropriate wage scale hereof depends upon actual experience on the job, a person reemployed pursuant to this Article shall, for purposes of the appropriate wage scale, be credited only with months of actual payroll service. A person so reemployed shall be paid the current rate for the appropriate job classification based on his actual job experience.

ARTICLE 23

No Strikes and Lockouts

Except for:

1. Refusal to comply with the arbitration machinery set forth herein, or
2. Refusal to comply with the decision of the Board of Arbitration.

There will be no strikes or lockouts during the existence of this Agreement. The Union agrees that during such time it will not order, but will use every effort to prevent a concerted cessation of work by any of the employees of the Employer for any reason. Nothing herein contained shall compel any employee to walk through a picket line, provided the picket line has the sanction of its own Union and the United Food and Commercial Workers International Union.

ARTICLE 24

Invalidation

Should any Article, Section or portion hereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision, provided, however, that upon such a decision the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE 25

Successorship

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

Agreement or any part thereof shall not be sold, conveyed or otherwise transferred or assigned to any successor without first securing the agreement of the successor to assume the Employer's obligation under this Agreement to offer employment to all of the Employer's current employees. Provided, however, that the economic provisions of this Agreement may be reopened if upon mutual agreement of the successor employer and the Union the signatory employer's operation is sold, conveyed, transferred, or assigned to a successor employer who is engaged in a substantially different retail food operation. The foregoing shall be applicable only in separate transactions where the Employer sells or transfers more than ten percent (10%) of the facilities covered under this Agreement, but shall not apply to any facility which is sold or transferred and remains closed for thirty (30) days or more.

In the event that the successor employer and Union agree to reopen the contract with respect to the economic provisions thereof, and in the further event that the parties are unable to reach a new agreement with respect to economic terms and conditions, the current agreement will remain in full force and effect.

ARTICLE 26

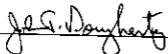
Duration of Contract

This Agreement shall continue in effect from July 4, 2004, to July 5, 2008, and shall continue in effect from year to year thereafter unless either party serves notice in writing on or before, Feb-

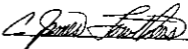
ruary 1, 2008, or on or before February 1st of any year thereafter of a desire for termination of or for changes in the Agreement. In the event either party serves such notice in respect to changes in the Agreement, the Employer and the Union shall immediately begin negotiations on the proposed changes, and that pending the termination of negotiations, neither party shall change conditions existing under the Agreement, it being understood and agreed that either party may in its own discretion, by written notice, unilaterally terminate such negotiations whenever it so desires.

IN WITNESS WHEREOF, the undersigned have affixed their signature as legal representatives of both the Employer and the Union.

FOR THE EMPLOYER: FOR THE UNION:



DATE: 10/14/05



DATE: 10/25/05

SCHEDULE "A" WAGES

The following wage increases shall be paid to employees at or above the top of the scale as of the effective date of the increase.

CLASSIFICATION

	<i>Effective 7/04/04</i>	<i>Effective 7/03/05</i>	<i>Effective 7/02/06</i>	<i>Effective 7/01/07</i>
ASSISTANT MANAGER (\$18.21)	\$18.51 .30¢/hr	\$18.81 .30¢/hr	\$19.16 .35¢/hr	\$19.46 .30¢/hr
GROCERY/DELI/ PRODUCE/BAKERY/ CUSTOMER SERVICE MANAGER (\$17.86)	\$18.16 .30¢/hr	\$18.46 .30¢/hr	\$18.81 .35¢/hr	\$19.11 .30¢/hr
MEAT MANAGER (\$19.40)	\$19.70 .30¢/hr	\$20.00 .30¢/hr	\$20.35 .35¢/hr	\$20.65 .30¢/hr
FIRST CUTTER (\$18.65)	\$18.95 .30¢/hr	\$19.25 .30¢/hr	\$19.60 .35¢/hr	\$19.90 .30¢/hr
JOURNEYMAN (\$18.31)	\$18.61 .30¢/hr	\$18.91 .30¢/hr	\$19.26 .35¢/hr	\$19.56 .30¢/hr

SCHEDULE "A" WAGES (continued)

EMPLOYEES HIRED AFTER APRIL 20, 1993

Note: Top pay for those hired prior to April 20, 1993 would be the same as listed in Schedule A with the exception of Old Jumbo and Porter.

	<i>Effective</i> <u>7/04/04</u>	<i>Effective</i> <u>7/03/05</u>	<i>Effective</i> <u>7/02/06</u>	<i>Effective</i> <u>7/01/07</u>
MEAT APPRENTICE				
Start	\$7.00	\$7.00	\$7.00	\$7.00
60 Days	\$7.50	\$7.50	\$7.50	\$7.50
6 Months	\$8.25	\$8.25	\$8.25	\$8.25
12 Months	\$9.00	\$9.00	\$9.00	\$9.00
18 Months	\$9.75	\$9.75	\$9.75	\$9.75
24 Months (\$15.55)	\$15.85	\$16.15	\$16.50	\$16.80
	.30¢/hr	.30¢/hr	.35¢/hr	.30¢/hr

SCHEDULE "A" WAGES (continued)

CLASSIFICATION

Effective
7/04/04

Effective
7/03/05

Effective
7/02/06

Effective
7/01/07

FULL TIME FOOD CLERK

Start	\$6.35	\$6.35	\$6.35	\$6.35
90 Days	\$6.60	\$6.60	\$6.60	\$6.60
9 Months	\$7.10	\$7.10	\$7.10	\$7.10
15 Months	\$7.60	\$7.60	\$7.60	\$7.60
21 Months	\$8.10	\$8.10	\$8.10	\$8.10
27 Months	\$8.60	\$8.60	\$8.60	\$8.60
33 Months	\$9.35	\$9.35	\$9.35	\$9.35
39 Months	\$10.35	\$10.35	\$10.35	\$10.35
45 Months (\$15.85)	\$16.15	\$16.45	\$16.80	\$17.10
	.30¢/hr	.30¢/hr	.35¢/hr	.30¢/hr

SCHEDULE "A" WAGES (continued)

PART TIME FOOD CLERK

Start	\$6.35	\$6.35	\$6.35	\$6.35
90 Days	\$6.50	\$6.50	\$6.50	\$6.50
9 Months	\$6.85	\$6.85	\$6.85	\$6.85
15 Months	\$7.35	\$7.35	\$7.35	\$7.35
21 Months	\$7.85	\$7.85	\$7.85	\$7.85
27 Months	\$8.35	\$8.35	\$8.35	\$8.35
33 Months	\$9.10	\$9.10	\$9.10	\$9.10
39 Months	\$10.10	\$10.10	\$10.10	\$10.10
45 Months (\$15.30)	\$15.60	\$15.90	\$16.25	\$16.55
	.30¢/hr	.30¢/hr	.35¢/hr	.30¢/hr

FULL & PART TIME SERVICE CLERK/NON-FOOD CLERK/PORTER

Start	\$5.55	\$5.55	\$5.55	\$5.55
90 Days	\$5.80	\$5.80	\$5.80	\$5.80
9 Months	\$6.05	\$6.05	\$6.05	\$6.05
15 Months	\$6.35	\$6.35	\$6.35	\$6.35
21 Months	\$6.75	\$6.75	\$6.75	\$6.75
27 Months	\$7.25	\$7.25	\$7.25	\$7.25
33 Months (\$11.40)	\$11.65	\$11.90	\$12.20	\$12.45
	.25¢/hr	.25¢/hr	.30¢/hr	.25¢/hr

SCHEDULE "A" WAGES (continued)

CLASSIFICATION

Effective
7/04/04

Effective
7/03/05

Effective
7/02/06

Effective
7/01/07

COURTESY CLERK/LOTTERY CLERK

Start	\$5.10	\$5.10	\$5.10	\$5.10
60 Days	\$5.35	\$5.35	\$5.35	\$5.35
6 Months	\$5.60	\$5.60	\$5.60	\$5.60
12 Months	\$5.85	\$5.85	\$5.85	\$5.85
18 Months (\$8.60)	\$8.75	\$8.90	\$9.10	\$9.25
	\$.15/hr	\$.15/hr	\$.20/hr	\$.15/hr
PORTER (\$12.90)	\$13.20	\$13.50	\$13.85	\$14.15
<i>Hired prior to April 20, 1993</i>	.30¢/hr	.30¢/hr	.35¢/hr	.30¢/hr

Effective January 7, 2001, employees at the top of their wage scale shall receive an additional ten cents (\$.10) per hour increase. This increase shall not be added to pay scales.

**SCHEDULE "B" WAGES
EMPLOYEES HIRED ON OR AFTER SEPTEMBER 8, 1996
AND PRIOR TO JULY 7, 2004**

CLASSIFICATION

	<i>Effective <u>7/04/04</u></i>	<i>Effective <u>7/03/05</u></i>	<i>Effective <u>7/02/06</u></i>	<i>Effective <u>7/01/07</u></i>
FULL & PART TIME FOOD CLERK				
Start	\$6.35	\$6.35	\$6.35	\$6.35
90 Days	\$6.50	\$6.50	\$6.50	\$6.50
9 Months	\$6.75	\$6.75	\$6.75	\$6.75
15 Months	\$7.25	\$7.25	\$7.25	\$7.25
18 Months	\$7.35	\$7.35	\$7.35	\$7.35
21 Months	\$7.45	\$7.45	\$7.45	\$7.45
24 Months	\$7.55	\$7.55	\$7.55	\$7.55
27 Months	\$7.70	\$7.70	\$7.70	\$7.70
30 Months	\$7.95	\$7.95	\$7.95	\$7.95
33 Months	\$8.15	\$8.15	\$8.15	\$8.15
36 Months	\$8.50	\$8.50	\$8.50	\$8.50
39 Months	\$8.90	\$8.90	\$8.90	\$8.90
42 Months	\$9.10	\$9.10	\$9.10	\$9.10
45 Months (\$13.40)	\$13.70	\$14.00	\$14.35	\$14.65
	.30¢/hr	.30¢/hr	.35¢/hr	.30¢/hr

SCHEDULE "B" WAGES (continued)
EMPLOYEES HIRED ON OR AFTER SEPTEMBER 8, 1996
AND PRIOR TO JULY 7, 2004

CLASSIFICATION	<i>Effective</i> <u>7/04/04</u>	<i>Effective</i> <u>7/03/05</u>	<i>Effective</i> <u>7/02/06</u>	<i>Effective</i> <u>7/01/07</u>
FULL & PART TIME SERVICE CLERK NON-FOOD CLERK/PORTER				
Start	\$5.55	\$5.55	\$5.55	\$5.55
90 Days	\$5.65	\$5.65	\$5.65	\$5.65
9 Months	\$5.75	\$5.75	\$5.75	\$5.75
15 Months	\$5.95	\$5.95	\$5.95	\$5.95
18 Months	\$6.10	\$6.10	\$6.10	\$6.10
21 Months	\$6.25	\$6.25	\$6.25	\$6.25
24 Months	\$6.45	\$6.45	\$6.45	\$6.45
27 Months	\$6.70	\$6.70	\$6.70	\$6.70
30 Months	\$6.95	\$6.95	\$6.95	\$6.95
33 Months (\$10.40)	\$10.65	\$10.90	\$11.20	\$11.45
	.25¢/hr	.25¢/hr	.30¢/hr	.25¢/hr

SCHEDULE "B" WAGES (continued)

APPRENTICE MEAT CUTTER

Start	\$7.00	\$7.00	\$7.00	\$7.00
60 Days	\$7.25	\$7.25	\$7.25	\$7.25
6 Months	\$7.40	\$7.40	\$7.40	\$7.40
12 Months	\$7.70	\$7.70	\$7.70	\$7.70
15 Months	\$8.20	\$8.20	\$8.20	\$8.20
18 Months	\$8.70	\$8.70	\$8.70	\$8.70
21 Months	\$9.50	\$9.50	\$9.50	\$9.50
24 Months (\$13.60)	\$13.90	\$14.20	\$14.55	\$14.85
	.30¢/hr	.30¢/hr	.35¢/hr	.30¢/hr

COURTESY CLERK & LOTTERY CLERK

Start	\$5.10	\$5.10	\$5.10	\$5.10
60 Days	\$5.25	\$5.25	\$5.25	\$5.25
6 Months	\$5.40	\$5.40	\$5.40	\$5.40
12 Months	\$5.70	\$5.70	\$5.70	\$5.70
15 Months	\$5.85	\$5.85	\$5.85	\$5.85
18 Months	\$6.00	\$6.00	\$6.00	\$6.00
21 Months	\$6.25	\$6.25	\$6.25	\$6.25
24 Months (\$8.60)	\$8.75	\$8.90	\$9.10	\$9.25
	.15¢/hr	.15¢/hr	.20¢/hr	.15¢/hr

SCHEDULE "B" WAGES (continued)
EMPLOYEES HIRED ON OR AFTER SEPTEMBER 8, 1996
AND PRIOR TO JULY 7, 2004

NOTES

1. Wage increases apply to employees at top rates in each progression.
2. Effective January 7, 2001, employees at the top of their wage scale shall receive an additional ten cents (\$.10) per hour increase. This increase shall not be added to the pay scales.
3. Shoppers agrees to institute a 401(K) Plan by January 1, 1997.
4. Lottery Clerks hired after 4/20/93 shall be part of the Courtesy Clerk Schedule.
5. If more than one HBC/GM Clerk works in a store, then the lead HBC/GM Clerk will be classified and receive the food clerk rate of pay.
6. All employees classified as Head Cashier or full time Bookkeeper shall receive an additional twenty-five cents (\$.25) per hour premium pay.
7. All employees classified as Lead Dairy, Lead Frozen Food or Lead Scan Coordinator, shall receive an additional twenty-five cents (\$.25) per hour premium pay.

SCHEDULE "B-1" WAGES
EMPLOYEES HIRED ON OR AFTER JULY 7, 2004

CLASSIFICATION

	<i>Effective</i> <u>7/04/04</u>	<i>Effective</i> <u>7/03/05</u>	<i>Effective</i> <u>7/02/06</u>	<i>Effective</i> <u>7/01/07</u>
FULL & PART TIME FOOD CLERK				
Start	\$6.35	\$6.35	\$6.35	\$6.35
520 Hours	\$6.50	\$6.50	\$6.50	\$6.50
1560 Hours	\$6.75	\$6.75	\$6.75	\$6.75
2600 Hours	\$7.25	\$7.25	\$7.25	\$7.25
3120 Hours	\$7.35	\$7.35	\$7.35	\$7.35
3640 Hours	\$7.45	\$7.45	\$7.45	\$7.45
4160 Hours	\$7.55	\$7.55	\$7.55	\$7.55
4680 Hours	\$7.70	\$7.70	\$7.70	\$7.70
5200 Hours	\$7.95	\$7.95	\$7.95	\$7.95
5720 Hours	\$8.15	\$8.15	\$8.15	\$8.15
6240 Hours	\$8.50	\$8.50	\$8.50	\$8.50
6760 Hours	\$8.90	\$8.90	\$8.90	\$8.90
7280 Hours	\$9.10	\$9.10	\$9.10	\$9.10
7800 (\$13.40)	\$13.70	\$14.00	\$14.35	\$14.65
	.30¢/hr	.30¢/hr	.35¢/hr	.30¢/hr

SCHEDULE "B-1" WAGES (continued)
EMPLOYEES HIRED ON OR AFTER JULY 7, 2004

CLASSIFICATION

Effective
7/04/04

Effective
7/03/05

Effective
7/02/06

Effective
7/01/07

FULL & PART TIME SERVICE CLERK NON-FOOD CLERK/PORTER

Start	\$5.55	\$5.55	\$5.55	\$5.55
520 Hours	\$5.65	\$5.65	\$5.65	\$5.65
1560 Hours	\$5.75	\$5.75	\$5.75	\$5.75
2600 Hours	\$5.95	\$5.95	\$5.95	\$5.95
3120 Hours	\$6.10	\$6.10	\$6.10	\$6.10
3640 Hours	\$6.25	\$6.25	\$6.25	\$6.25
4160 Hours	\$6.45	\$6.45	\$6.45	\$6.45
4680 Hours	\$6.70	\$6.70	\$6.70	\$6.70
5200 Hours	\$6.95	\$6.95	\$6.95	\$6.95
5720 Hours (\$10.40)	\$10.65	\$10.90	\$11.20	\$11.45
	.25¢/hr	.25¢/hr	.30¢/hr	.25¢/hr

SCHEDULE "B-1" WAGES (continued)

APPRENTICE MEAT CUTTER

Start	\$7.00	\$7.00	\$7.00	\$7.00
347 Hours	\$7.25	\$7.25	\$7.25	\$7.25
1040 Hours	\$7.40	\$7.40	\$7.40	\$7.40
2080 Hours	\$7.70	\$7.70	\$7.70	\$7.70
2600 Hours	\$8.20	\$8.20	\$8.20	\$8.20
3120 Hours	\$8.70	\$8.70	\$8.70	\$8.70
3640 Hours	\$9.50	\$9.50	\$9.50	\$9.50
4160 Hours (\$13.60)	\$13.90	\$14.20	\$14.55	\$14.85
	.30¢/hr	.30¢/hr	.35¢/hr	.30¢/hr

COURTESY CLERK & LOTTERY CLERK

Start	\$5.10	\$5.10	\$5.10	\$5.10
347 Hours	\$5.25	\$5.25	\$5.25	\$5.25
1040 Hours	\$5.40	\$5.40	\$5.40	\$5.40
2080 Hours	\$5.70	\$5.70	\$5.70	\$5.70
2600 Hours	\$5.85	\$5.85	\$5.85	\$5.85
3120 Hours	\$6.00	\$6.00	\$6.00	\$6.00
3640 Hours	\$6.25	\$6.25	\$6.25	\$6.25
4160 Hours (\$8.60)	\$8.75	\$8.90	\$9.10	\$9.25
	.15¢/hr	.15¢/hr	.20¢/hr	.15¢/hr

FREDERICKSBURG ADDENDUM (continued)

Three (3) weeks uninterrupted after seven (7) years

3/12 week for each additional month

Four (4) weeks uninterrupted after thirteen (13) years

4/12 week for each additional month

Five (5) weeks uninterrupted after twenty (20) years

5/12 week for each additional month

Part time employees who have been employed for one (1) year shall receive pro-rated vacation based on the average straight time hours worked during the preceding year subject to the same conditions as pertain to full time employees.

Article 12

Seniority

Seniority provisions for employees on Schedule "C" & "C-1" only apply to the Fredericksburg area.

SCHEDULE "C" WAGES – Fredericksburg
EMPLOYEES HIRED ON OR AFTER SEPTEMBER 8, 1996
AND PRIOR TO JULY 7, 2004

CLASSIFICATION

	<i>Effective</i> <u>7/04/04</u>	<i>Effective</i> <u>7/03/05</u>	<i>Effective</i> <u>7/02/06</u>	<i>Effective</i> <u>7/01/07</u>
ASSISTANT MANAGER (\$16.75)	\$17.05 .30¢/hr	\$17.35 .30¢/hr	\$17.70 .35¢/hr	\$18.00 .30¢/hr
FRONT END MANAGER (\$16.40)	\$16.70 .30¢/hr	\$17.00 .30¢/hr	\$17.35 .35¢/hr	\$17.65 .30¢/hr
GROCERY MANAGER (\$16.40)	\$16.70 .30¢/hr	\$17.00 .30¢/hr	\$17.35 .35¢/hr	\$17.65 .30¢/hr
PRODUCE MANAGER (\$16.40)	\$16.70 .30¢/hr	\$17.00 .30¢/hr	\$17.35 .35¢/hr	\$17.65 .30¢/hr
DELI MANAGER (\$16.40)	\$16.70 .30¢/hr	\$17.00 .30¢/hr	\$17.35 .35¢/hr	\$17.65 .30¢/hr
BAKERY MANAGER (\$16.40)	\$16.70 .30¢/hr	\$17.00 .30¢/hr	\$17.35 .35¢/hr	\$17.65 .30¢/hr
MEAT MANAGER (\$17.20)	\$17.50 .30¢/hr	\$17.80 .30¢/hr	\$18.15 .35¢/hr	\$18.45 .30¢/hr

SCHEDULE "C" WAGES - Fredericksburg (continued)
EMPLOYEES HIRED ON OR AFTER SEPTEMBER 8, 1996
AND PRIOR TO JULY 7, 2004

CLASSIFICATION

Effective
7/04/04

Effective
7/03/05

Effective
7/02/06

Effective
7/01/07

FULL & PART TIME APPRENTICE MEAT CUTTER

Start	\$7.00	\$7.00	\$7.00	\$7.00
60 Days	\$7.25	\$7.25	\$7.25	\$7.25
6 Months	\$7.60	\$7.60	\$7.60	\$7.60
12 Months	\$8.10	\$8.10	\$8.10	\$8.10
18 Months	\$8.85	\$8.85	\$8.85	\$8.85
24 Months (\$13.10)	\$13.40	\$13.70	\$14.05	\$14.35
	.30¢/hr	.30¢/hr	.35¢/hr	.30¢/hr

COURTESY CLERK/ LOTTERY CLERK

Start	\$5.15	\$5.15	\$5.15	\$5.15
60 Days	\$5.25	\$5.25	\$5.25	\$5.25
6 Months	\$5.40	\$5.40	\$5.40	\$5.40
12 Months	\$5.55	\$5.55	\$5.55	\$5.55
18 Months	\$5.75	\$5.75	\$5.75	\$5.75
24 Months (\$7.50)	\$7.65	\$7.80	\$8.00	\$8.15
	.15¢/hr	.15¢/hr	.20¢/hr	.15¢/hr

Effective January 7, 2001, employees at the top of their wage scale shall receive an additional ten cents (\$.10) per hour increase. This increase shall not be added to pay scales.

**SCHEDULE "C-1" WAGES – Fredericksburg
EMPLOYEES HIRED ON OR AFTER JULY 7, 2004**

CLASSIFICATION

Effective
7/04/04

Effective
7/03/05

Effective
7/02/06

Effective
7/01/07

FULL TIME FOOD CLERK

Start	\$5.75	\$5.75	\$5.75	\$5.75
520 Hours	\$6.25	\$6.25	\$6.25	\$6.25
1560 Hours	\$6.75	\$6.75	\$6.75	\$6.75
2600 Hours	\$7.25	\$7.25	\$7.25	\$7.25
3640 Hours	\$7.75	\$7.75	\$7.75	\$7.75
4680Hours	\$8.25	\$8.25	\$8.25	\$8.25
5720 Hours	\$9.00	\$9.00	\$9.00	\$9.00
6760 Hours	\$10.00	\$10.00	\$10.00	\$10.00
7800 Hours (\$13.40)	\$13.70	\$14.00	\$14.35	\$14.65
	.30¢/hr	.30¢/hr	.35¢/hr	.30¢/hr

SCHEDULE "C-1" WAGES - Fredericksburg (continued)
EMPLOYEES HIRED ON OR AFTER JULY 7, 2004

CLASSIFICATION

Effective
7/04/04

Effective
7/03/05

Effective
7/02/06

Effective
7/01/07

PART TIME FOOD CLERK

Start	\$5.75	\$5.75	\$5.75	\$5.75
520 Hours	\$6.25	\$6.25	\$6.25	\$6.25
1560 Hours	\$6.75	\$6.75	\$6.75	\$6.75
2600 Hours	\$7.25	\$7.25	\$7.25	\$7.25
3640 Hours	\$7.75	\$7.75	\$7.75	\$7.75
4680 Hours	\$8.25	\$8.25	\$8.25	\$8.25
5720 Hours	\$8.75	\$8.75	\$8.75	\$8.75
6760 Hours	\$9.25	\$9.25	\$9.25	\$9.25
7800 Hours (\$12.50)	\$12.80	\$13.10	\$13.45	\$13.75
	.30¢/hr	.30¢/hr	.35¢/hr	.30¢/hr

SCHEDULE "C-1" WAGES - Fredericksburg (continued)

FULL & PART TIME SERVICE CLERK/NON-FOOD CLERK/PORTER

Start	\$5.25	\$5.25	\$5.25	\$5.25
520 Hours	\$5.65	\$5.65	\$5.65	\$5.65
1560 Hours	\$6.15	\$6.15	\$6.15	\$6.15
2600 Hours	\$6.65	\$6.65	\$6.65	\$6.65
3640 Hours	\$7.15	\$7.15	\$7.15	\$7.15
4680 Hours	\$7.65	\$7.65	\$7.65	\$7.65
5720 Hours (\$10.00)	\$10.25	\$10.50	\$10.80	\$11.05
	.25¢/hr	.25¢/hr	.30¢/hr	.25¢/hr

97 **FULL & PART TIME APPRENTICE MEAT CUTTER**

Start	\$7.00	\$7.00	\$7.00	\$7.00
347 Hours	\$7.25	\$7.25	\$7.25	\$7.25
1040 Hours	\$7.60	\$7.60	\$7.60	\$7.60
2080 Hours	\$8.10	\$8.10	\$8.10	\$8.10
3120 Hours	\$8.85	\$8.85	\$8.85	\$8.85
4160 Hours (\$13.10)	\$13.40	\$13.70	\$14.05	\$14.35
	.30¢/hr	.30¢/hr	.35¢/hr	.30¢/hr

SCHEDULE "C-1" WAGES - Fredericksburg (continued)
EMPLOYEES HIRED ON OR AFTER JULY 7, 2004

CLASSIFICATION

Effective
7/04/04

Effective
7/03/05

Effective
7/02/06

Effective
7/01/07

COURTESY CLERK/ LOTTERY CLERK

Start	\$5.15	\$5.15	\$5.15	\$5.15
347 Hours	\$5.25	\$5.25	\$5.25	\$5.25
1040 Hours	\$5.40	\$5.40	\$5.40	\$5.40
2080 Hours	\$5.55	\$5.55	\$5.55	\$5.55
3120 Hours	\$5.75	\$5.75	\$5.75	\$5.75
4160 Hours (\$7.50)	\$7.65	\$7.80	\$8.00	\$8.15
	.15¢/hr	.15¢/hr	.20¢/hr	.15¢/hr

NOTES:





**UNION
SHOP**
Shop Union

UNITED FOOD & COMMERCIAL WORKERS UNION, AFL-CIO

LOCAL  400

C. JAMES LOWTHERS
PRESIDENT

THOMAS P. McNUTT
SECRETARY-TREASURER

LOCAL 400

**UNITED FOOD AND COMMERCIAL WORKERS UNION
AFL-CIO**

**4301 GARDEN CITY DRIVE
LANDOVER, MARYLAND 20785
301-459-3400**

