

K6875

# Collective Bargaining Agreement

Rec'd  
6/8/02



1800  
workers

by & between  
UFCW Local 27  
and  
Safeway, Inc.

March 26, 2000  
through March 27, 2004



A Message  
from  
Local 27 President,  
Buddy Mays

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

It is extremely important for you to know what your rights are under this agreement. While it is your union's job to police the contract, it is up to you to let us know that violations are occurring. We will take it from there.

We apologize for the time it took to get a printed full document to you. We did everything possible to speed up the process, but unfortunately there were several major disagreements on language changes that had to be worked out.

In Solidarity,

*Buddy Mays*

Buddy Mays

President, UFCW Local 27

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## 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 working conditions. The collective bargaining process puts you across the table from management, as an equal.

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 27 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 collective bargaining 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

UFCW Local 27's aggressive organizing activities in the Baltimore Metropolitan area 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, 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. The astronomical rise in health care costs have forced some Unions to make concessions to management, to allow the company to shift part of the insurance premiums to their employees. But your contract contains a health package which is mostly funded by Safeway.

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

- Optical benefits
- Dental Care
- Prescription drugs at low-cost
- Employee Assistance Program for counseling in family problems, retirement planning, stress, obesity, smoking cessation, etc.

And keep in mind you are eligible for these benefits as both a full-time and part-time UFCW Local 27 member at Safeway. (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 they everyday routine of the workplace. This is exactly why we have negotiated an extensive vacation schedule for every full and part-time UFCW member at Safeway. Depending on your seniority with the company, you can be eligible for up to five weeks of paid vacation time per year. (Article 11)

## Personal Days

Vacation days are of great help, however, for meetings, 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 seniority with the company you are eligible for up to five of these days off a year. (Article 12.2)

## 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 to enjoy the company of your loved ones: (Article 12.1)

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 vacation day, we have made it possible that when a holiday falls on one of your scheduled days off, you shall be given another day off during the week or you will receive an additional day's pay. (Article 11.5)

### Funeral Leave

If the unfortunate occurrence arises where you lose an immediate family member, UFCW Local 27 has made certain that you will receive time off to grieve and attend the funeral. You will be given up to three days of leave with pay to take care of such matters. (Article 13.2, 13.3)

### 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 UFCW member at Safeway, 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 13.1)

### 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, the UFCW has arranged for a sick leave plan that will make the experience as easy as possible. Depending upon your position and seniority, with Safeway, you are entitled to a disability plan. Under several plans offered through the contract you will be entitled to between 16 and 39 weeks of paid disability. (Article 17, and Plan I and Plan X - FELRA and UFCW Health & Welfare booklets)

### Retirement Plan

After dedicating your working life to Safeway, you deserve a generous compensation plan so that you may spend your latter years in comfort and security. The UFCW 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 Safeway, you are credited with an ever-increasing benefit package. (Article 18 FELRA and UFCW Pension Plan booklet)

Of special interest to you, in this mobile world of ours where workers move around a lot, is pension portability. Local 27 has arranged for pension reciprocity with other plans in the Baltimore metropolitan area, as well as the Atlantic, Philadelphia, and the UFCW International Union -Industry Pension plan.

### Life Insurance

To guarantee that you have life insurance as a UFCW member of Safeway, you are eligible for life insurance coverage through the FELRA and UFCW Health & Welfare Fund. (FELRA and UFCW Health & Welfare plan booklet)

### Protections

Providing outstanding wages, vacation time, and insurance are only a part of what the UFCW 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 Safeway will provide a safe working environment, a reasonable working schedule, overtime wages, and a seniority system that establishes certain rights for employees. The UFCW realizes that these issues are very important to each and every Union members. 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 that contract. Let your Union representative know about it, so that your problem can be reviewed and necessary grievance action be recommended.

Article 21 of your contract is quite clear: Grievances may be filed and you and your representative can meet with management to assure you are treated fairly. And you are guaranteed prompt action - discussion to resolve your problem must begin within three days of notification.

If your grievance cannot be resolved, then it can go to an independent arbitrator.

### Seniority

The UFCW 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 Safeway. 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 Safeway deserve to be duly rewarded. Our seniority system assures that this occurs. (Article 5)

### Working Conditions

Without a safe and comfortable work environment, it is virtually impossible for an employee to fulfill his/her job duties in a productive manner. According to our collective bargaining agreement, Safeway 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 the UFCW observes that your health and safety are in danger, the proper authorities are notified and action is taken. (Article 10 & Schedule "H")

## 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 hours in a day or forty hours in a week however, you will be paid one and one half times your regular rate. Only members covered by a Union contract enjoy the negotiated benefit of daily overtime. Federal Wage and Hour Laws only give workers weekly overtime. UFCW has also assured that no employee will have to work split shifts. (Article 6)

## 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. The UFCW has made it possible for you to serve your community in this manner with 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 14)

## Legal Services

Given the ever-increasing costs of legal services, UFCW Local 27 has arranged for a legal benefits 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. (Article 17 and UFCW and FELRA Legal Benefit Plan Booklet)

## UFCW LOCAL PRIVILEGES

**FOR MEMBERS ONLY.** The benefits and protections that are set forth in this contract are only part of what every UFCW Local 27 member is offered. In addition, you will receive the following benefits with your Union membership.

- Eligibility for UFCW Mastercard (for those who qualify). Economists have cited this Union offering as the best credit card available. There is no annual fee, and the low interest charges will save you money!
- Fee consultations and reduced-fee legal help when you need it.
- Motor Vehicle Certification program, the Union's professional, money-saving car-buying service.
- Special discounts and passes to area entertainment, such as Kings Dominion, Hershey Park and other major amusement parks.
- Discounts for supplemental life and other insurance programs.
- College scholarship award programs for members and family alike. The UFCW International Union program awards eight \$1,000 scholarships a year, renewable for four years. A program offered by a law firm associated with UFCW offers one scholarship per year worth \$2,500.
- Union Member Mortgage and Real Estate Services. A comprehensive program to assist members in home selling, home buying, mortgage and settlement.

Membership in Local 27 is truly a solid investment in your future. Just pennies a day bring effective representation on the job, and substantial savings off the job!

## AGREEMENT

THIS AGREEMENT made and entered into this 26<sup>th</sup> day of March, 2000, between SAFEWAY, INC. (hereinafter referred to as "Employer") a participating member of the Baltimore Food Employers' Labor Relations Association and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 27, Chartered by the United Food and Commercial Workers International Union, AFL-CIO, CLC (hereinafter referred to as the "Union").

### WITNESSETH:

WHEREAS, Baltimore FOOD EMPLOYER LABOR RELATIONS ASSOCIATION (FELRA) is an employer association of food chains in and about the Baltimore, Maryland area; and

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 use of personal pronouns of the male gender is for grammatical purposes only and the contract shall apply equally to persons of either gender; and

WHEREAS, the parties desire to establish uniform standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto, providing for more harmonious and efficient cooperation and mutual benefit; and

WHEREAS, it is recognized that the well-being of both parties is directly dependent upon the skill and efficiency with which the business of the Employer is conducted; and

WHEREAS, it is agreed that the Employer and the Union shall do everything in their power to enforce this Agreement, and through advice, instruction and example, strive to maintain the highest standards of work.

## ARTICLE 1 - SUCCESSORS AND ASSIGNS

1.1 This Agreement shall be binding on all signatories hereto, and their successors and assigns, whether such status is created by sale, lease, assignment or any other type of transfer or transaction. In consideration of the Union's execution of this Agreement, the Employer promises that its operations 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 obligations under this Agreement and to offer employment subject to the terms of this Agreement, to all of the Employer's then current employees, recognizing their accrued seniority for all purposes. Provided, that the Employer shall not be a guarantor or be held liable for any breach by the successor or assignee of its obligations, and the Union will look exclusively to the successor or assignee for compliance with the terms of this Agreement

1.2 The foregoing shall be applicable in cases only where the Employer sells or transfers more than ten percent (10%) of the facilities covered under this Agreement, and shall not apply in cases of store closing (30 days or more).

## ARTICLE 2 - MANAGEMENT AUTHORITY

2.1 The management of the business in all its phases shall remain vested in the Employer. The rights of the Employer and the employees shall be respected and the provisions of this Agreement for the orderly settlement of all questions regarding such rights shall be observed.

2.2 In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work within the Grocery Department, advance notice of such changes will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.

## ARTICLE 3 - RECOGNITION

3.1 The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all of its employees (other than Store Manager and Co-Managers), coming under the jurisdiction of the United Food and Commercial Workers Union, Local 27, in the stores in

the areas set forth in Schedule "G", attached hereto and made a part hereof, except in those areas where other duly chartered locals exist. Employees who are hired and/or promoted into the Assistant Manager classification after ratification of this Agreement shall be exempt from the coverage of this Agreement.

**3.2** All work and services connected with, or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's 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 may be performed at the point of delivery by driver-salesmen in servicing retail markets with perishable bakery products, beverages and potato and corn chips directly from the delivery vehicle. Greeting cards and magazines may also be serviced by outside salesmen and representatives. 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, Co-Managers, or Assistant Managers.

**3.3** It is agreed that only Meat Department employees covered by this Agreement shall handle meats, poultry or fish whether fresh, frozen or smoked. The Employer agrees that all such products will be cut, packaged, prepared and sold by employees under the jurisdiction of this Union and that these employees will continue to handle such items as had been customarily handled in the past and which had been prepared and packed on or off the premises. Likewise all such products which heretofore customarily come to the Employer already packed by the producer or distributor shall be handled as heretofore. The Employer further agrees that all fresh meat products will be cut, packaged, prepared and sold by the Meat Department employees in the stores, covered by this Agreement. 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 it will not withhold its agreement. For the purpose of this paragraph, "notified" shall mean a letter for each individual introduction

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

1. Union must be notified in advance.
2. The Employer will list all new products or new methods in a letter of notification.
3. The Employer will give written assurance that no member's job will be eliminated in accordance with this paragraph.

If 1, 2, and 3 above are complied with, the Union will not withhold its agreement. As always, the Union reserves the right to discuss with the Employer any new method or product for the purpose of making such new introduction more readily and smoothly acceptable to the customers and to the members.

**3.4** The Employer further agrees that if the Employer should establish a new store or stores within the jurisdiction of the Union as set forth in Schedule "I", this Agreement shall apply to such new store or stores. In the event the Employer engages in department or discount type stores, then the Employer and the Union shall negotiate as to the terms for wages and hours for such employees. In the event an Employer in the future engages in a department or discount type store, commonly known as a general merchandise store, and an agreement between the Union and the Employer cannot be concluded, then the provisions of Article 23, No Strikes or Lockouts, shall not be binding upon the Union and the Employer.

**3.5** The Employer shall notify the Union thirty (30) days prior to a store closing. The Employer shall negotiate the effect on employees of the store scheduled to be closed.

**3.6** Any and all types of Retail Food Markets of the Employer shall be covered by the terms and conditions of this Agreement.

**3.7** Most Favored Nations Clause: Should the Union enter into a collective bargaining agreement with any other retail food company currently party to a collective bargaining agreement with the Union which is a competitor of the Employer which agreement contains a provision or provisions regarding the use of outside vendor/brokers which is more favorable than a provision or provisions set forth in this Agreement, the Employer shall have the option of incorporating such different provision or provisions into this Agreement provided that the Employer had sent written notice to the Union of the change and further provided that such implementation shall not result in the displacement of any current employee.

#### **ARTICLE 4 - UNION SECURITY**

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

**4.2** Upon failure of any employee to become and remain a member of the Union within the period and under the conditions specified in Paragraph 4.1 above, the Union shall notify the Employer in writing, of such failure and the Employer shall, within seven (7) days of receipt of such notice, discharge any such employee as provided in the Labor Management Relations Act of 1947 as amended.

**4.3** The application of Paragraph 4.1 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.

**4.4** The Employer will notify the Union in writing as soon as possible 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 (full time or part time), and the date of employment, reinstatement, transfer, termination, or change



in status from part time to full time or full time to part time.

## ARTICLE 5 - SENIORITY

5.1 Seniority for the purpose of this Agreement shall be calculated by continuous service from the last date of employment except otherwise provided. Seniority list for all full time Grocery Department employees and a separate list for all part time Grocery Department employees, also a seniority list for all full time Meat Department employees and a separate list for all part time Meat Department employees shall be set up by the Employer and shall be furnished to the Union upon request. Seniority areas governing this Agreement are outlined in Schedules "F" and "G" attached hereto and made a part hereof. In connection with layoffs and store closings, seniority will first apply to store, then geographic area and last the jurisdiction of this Agreement. (Schedule "G" applies to layoffs, store closings and promotions only and Schedule "F" applies to all other purposes). In layoff situations involving involuntary movement either day to night or night to day the Employer agrees to review said movement within thirty (30) days and make all adjustments by seniority in accordance with Schedule F.

5.2 The Employer recognizes the principle of seniority by classification as being one in which the movement of an employee from one job to another or from one location to another through promotion, layoff, recall after layoff, or permanent transfer, shall be governed by the length of service of the employee, provided said employee has a satisfactory work record. In connection with such movement the Employer may take into consideration, as to each employee involved, his ability to perform the work if said employee fails to qualify within a reasonable amount of time, defined as no less than thirty (30) days. In certain layoff situations, the employee's ability to perform the work will be considered and the above will not apply. In the Meat Department temporary transfers from one store to another shall be executed in accordance with seniority with consideration to job classification.

5.3 Full time employees to be laid off by classification shall have the option of part time employment, and shall be placed at the top of the part time seniority list, or may take a complete layoff. They shall have the right of recall on any full time opening, provided they can do the work and further that if an employee is laid off or reduced to part time out of seniority, the matter must be brought to the attention of the Personnel Department within thirty (30) days of said reduction or layoff. 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 twelve (12) months. The Employer will continue the full time Health and Welfare and Pension contribution for said period of time. 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. For a reduction in work force and recall purposes only, Meat Apprentice, Weigher and Wrapper, Delicatessen and Seafood personnel will be considered one classification and also First Cutter and Journeyman will be considered one classification. Where the application of the provision creates a hardship or operational problem the Union and Employer agree to discuss and resolve the problem. Any employee affected by this provision shall have the right to refuse their bump into another classification and take a complete layoff.

**5.4** 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 positions, he shall be afforded the opportunity to return to his former classification without loss of seniority. The Employer will notify the Union of all promotions to Department Head classification.

**5.5** Part time employees desiring full time work and lower classified food employees desiring to upgrade in classification shall be given preference for such work in accordance with the following procedure. (The Employer will maintain a separate bid list for the Grocery Department and the Meat Department for those employees who desire upgrade in status.) Employees who bid and receive an upgraded position within another seniority list shall suffer no loss in wages, unless such position is a lesser classified position, and further shall use their original employment date for all purposes other than available hours, reductions and layoffs.

**A.** Employees who have completed their probationary period and who desire an upgrading as described above shall notify the Employer, in writing, with a copy to the Union, during the periods March 1st to March 21st, and September 1st to September 21st each year. Such letters shall remain valid for eighteen (18) months. The March bid list will be effective from April 11th through October 11th and the September bid list will be effective from October 12th

through April 10th. The Union and the Employer agree to exchange the bid list no later than April 11th and October 12th of each year.

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

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

D. Failure to accept an offer of such work in any of the Employer's stores within a seniority area shall result in removal of the employee's request for the balance of that six (6) month period, but it shall not bar the employee from future requests. Any employee who declines a full time night crew position will not be removed from the list for the balance of the active bid.

E. 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.

5.6 Employees laid off due to the store closing or reduction of employment shall be laid off by order of the most recent hired and shall be rehired in the reverse order of the layoff, with due consideration given to job classification. Employees laid off and subsequently recalled within twelve (12) months will retain their former seniority. The Employer agrees to go beyond the seniority areas in the case of full time layoffs in distressed areas. However, the Employer will decide what store to transfer the employee to. There shall be no bumping by seniority. If the available opening for a part time employee who is recalled is outside of the seniority area the employee may refuse the opening without prejudice to future recall within the same seniority area.

5.7 The Employer agrees to give a week's notice or a week's pay in lieu of a week's notice to full time employees with six (6) months service

and three (3) days notice or three days pay to part time employees with twelve (12) months service who are laid off due to lack of work. All employees likewise shall give a week's notice prior to intended resignation. It is mutually agreed that after termination notice has been given by either party, no new request for sick benefits shall be granted.

**5.8** Any employee transferred into the Meat Department or Grocery Department from any other part of the Company shall retain their last employment date for the purpose of computing the effective date of their benefits, but their seniority date shall be established as the date they commenced working in the Bargaining Unit.

**5.9** The Union shall be notified of all full time openings.

**5.10** Employees involuntarily transferred from one seniority area to another as a result of store closing or layoffs, will be afforded the opportunity to return to their original seniority area before a permanent employee of the same job classification is hired in said seniority area. Said transfer opportunity shall exist for a period of twelve (12) months.

**5.11 A.** Before a Journeyman Meat Cutter can be reduced to part time or laid off within the seniority area, all apprentices must be laid off within the seniority area. Where the application of this provision creates a hardship or operational problem, the Union and the Employer agree to discuss and resolve the problem.

**B.** For Meat Department employees that are to be reduced from full time to part time, the Employer shall, where practicable, by combining existing part time assignments within the areas described in Schedule "D" provide regular full time employment.

## ARTICLE 6 - HOURS AND OVERTIME

**6.1 A.** 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.

**B.** The Employer may institute a four (4) day work week consisting of ten (10) hours per day. Such scheduling will not be instituted until notification and agreement with the Union.

**6.2** For the purpose of this Agreement the basic work week shall be

from Monday through Saturday, inclusive.

**6.3** Sunday work shall be isolated and shall not be part of the basic work week.

**6.4** All time worked by an employee in excess of eight (8) hours in any one (1) day, five (5) days in one (1) week, or forty (40) hours 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. Such overtime work shall be paid for at the rate of time and one-half (1½) 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 premium pay as provided in Paragraph 6.3 of this Article shall not be included in computing weekly overtime. Part time employees who are scheduled for five (5) days in one (1) week and who are called into work on their scheduled day off shall receive time and one-half (1½) for all hours worked on said scheduled day off, provided said employee remains available to work the remainder of his schedule for that week.

**6.5 A.** In the Grocery Department the regular day's work for all full time employees shall be worked within nine (9) consecutive hours and all employees shall receive one (1) hour off for lunch at approximately the middle of the working day, except that any employee may receive only one-half (½) hour meal period when he works within eight and one-half (8½) consecutive hours, provided it is mutually agreed upon. The meal period shall not begin before three (3) hours of work, nor later than five (5) hours of work. Part time employees who work six (6) hours or more in a work day shall be granted a meal period without pay of at least one-half (½) hour, if requested by the employee.

**B.** In the Meat Department all full time employees are to be given one-half (½) hour meal period unless one (1) hour is mutually agreed upon after request by either the Employer or the employee, without compensation, beginning not before three (3) hours nor more than five (5) hours of work. A second meal period may be scheduled after ten (10) hours for not more than one-half (½) hour unless one (1) hour is mutually agreed upon following request by either the Employer or the employee.

**C.** The lunch period specified in paragraphs A and B above, may be waived (without pay) by mutual agreement between the employee and the Employer.

**6.6** Any employee instructed to work and who works his meal period shall receive pay for that period of time at the overtime rate of time and one-half (1 ½) his regular rate of pay.

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

**6.8** There shall be no split shifts.

**6.9** Full time employees shall be paid at the overtime rate for all hours worked after 6:00 p.m. except three (3) nights per week, except for those employees on the night crew. The scheduling of full time meat employees for nights (including Saturday night) past 6:00 p.m. shall be assigned on a rotating basis, as nearly equal as practicable.

**6.10** Any time worked after 1:00 a.m. or before 4:00 a.m., shall be paid at time and one-half (1 ½) of the employee's regular rate of pay, except for those employees on the night crew.

**6.11** Work performed on Sunday will be compensated at time and one-half (1 ½) the employee's rate of straight time pay.

**6.12** Overtime shall be worked at the designation of the Employer. The overtime pay shall be computed on a daily or weekly basis, but not for both. On days where overtime is worked, it shall be offered to employees on a seniority basis with due consideration being given to job classification and ability to do the work. No Employer shall discipline any employee for his refusal to work unreasonable overtime.

**6.13** On days where overtime is worked and a second meal period is taken, it shall consist of one-half (½) hour duration except when an hour is mutually agreed to between the employee and the Employer.

**6.14** Part time employees who report to work pursuant to instructions and are not given work shall be paid for their scheduled hours, but in no event for less than four (4) hours except for those stores closing at 6:00 p.m. No part time employee shall be employed for less than four (4) hours in any one (1) day. 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.

**6.15** All full time employees reporting for work at their scheduled time

shall be guaranteed a full day's work of eight (8) hours with pay. In the event such employee is called to work on his pre-designated day off, he shall be guaranteed a minimum of four (4) hours pay at the overtime rate of time and one-half (1 ½).

**6.16** The Employer shall combine existing part time assignments on a seniority basis, unless such hours duplicate each other, providing the employee 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 full time positions as possible.

**6.17** When a part time employee is scheduled and/or works for forty (40) hours per week for more than six (6) consecutive weeks and the work is not temporary (i.e., vacation and/or absence coverage), a full time position will be deemed to have been created. Such a full time position within the store and department where the work was performed will be filled in accordance with the following procedure:

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. Absenteeism is a consideration in ability to do the work.

B. If the position cannot be filled in accordance with paragraph A above, an employee will be selected in accordance with Article 5.5.

**6.18** The Employer agrees to post a weekly work schedule, in ink, with employees names listed in order of seniority, in a conspicuous place by 3:00 P.M. on Friday 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 employee's full name and shall have the scheduled hours of each employee totaled at end of column. The schedule for the Night Crew and those scheduled off on Saturday must be posted prior to the end of those employee's 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 times 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. 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 for holiday weeks. In the week following the holiday week, the regular schedule shall apply pertaining to days off. 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 needs of the store's requirement for that week.

**6.19** Employees working six (6) 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 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 six (6) 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.

**6.20** 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.

**6.21** A part time employee is one who works thirty-five (35) hours or less per week. When a part time employee exceeds the hours specified in this Section, he shall be paid at the appropriate full time hourly rate of pay for all hours worked that week.

**6.22** Eligible part time grocery employees shall be scheduled a minimum of sixteen (16) hours work per week, provided that they are available to work said hours on a regular and continuing basis. The sixteen (16) hour minimum does not apply to probationary employees, students, part time employees holding another job, courtesy clerks, service clerks or employees not available. Eligible part time Meat Department employees must be scheduled a minimum of twenty (20) hours work per week, if they are available. The twenty (20) hour minimum does not apply to probationary employees, students, part time employees holding another job, or employees not available. Part time hours worked beyond the twenty (20) hour minimum available within each store shall be allocated to senior part time employees within the provisions of Paragraph 6.21. This provision will be effective on an experimental basis and if its application is not practical, the Employer and the Union will meet to resolve the problems or discontinue the practice.



## ARTICLE 7 - WAGES AND EMPLOYEE CLASSIFICATION

7.1 Wage scales are set forth in Schedules "A", "B" AND "C" attached hereto and made a part thereof.

7.2 The minimum wage provided in Schedule "C" 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.

7.3 When a higher classified employee is absent from his position for more than one (1) day and another employee performs the job of the higher classified employee, he shall receive the appropriate rate of pay of this higher classification.

7.4 Department Heads may be assigned in stores where designated by the Employer, and where assigned, they will be paid the prevailing rates as listed in Schedules "A" and "B". 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.

7.5 The Relief Store Manager shall receive his appropriate hourly rate plus overtime, or the Store Manager's rate of pay, whichever is the greater, when relieving for one (1) full week or more.

7.6 In stores where there is no First Cutter classification, in accordance with the formula that there must be three (3) Journeyman Meat Cutters including the Meat Manager, the employee who relieves the Meat Manager shall be compensated at the Meat Manager's rate beginning with the first day of relief.

7.7 In the event the First Cutter is away, then any Meat Cutter who relieves the First Cutter for one (1) week or more shall be compensated at the First Cutter's rate and shall relieve the Meat Manager as provided for in Paragraph 7.6 of this section. Substitute employees relieving other Employer-designated department managers shall receive the contract rate of pay of the department manager beginning with the first day of relief, excluding the regular day off.

**7.8** A Weigher and Wrapper is one who weighs, prices and wraps meat cut by a Journeyman or Apprentice. He displays and places said meat in self-service cases or storage. Dicing or other tenderizing machines are only to be used by a Weigher and Wrapper for specials and never for processing meats for display. He will not be requested or required to use a slicing machine for cutting cheese or luncheon meats, nor will he be required or requested to use a knife for cutting the above items, except liverwurst or any other luncheon meat that cannot be cut by a slicing machine. He is not to cut beef, pork, veal, lamb, poultry, or fish with a knife or automatic device nor assume any of the work normally performed by Journeyman Meat Cutters and Apprentices. He may, however, perform general housecleaning chores, clean up cases, work tables, equipment, etc., as directed.

**7.9 A.** The Apprentice Program shall be two (2) years as provided in the Schedules "A, B & C". An Apprentice shall cut meat at least twenty-five percent (25%) of his time.

**B.** Apprentice shall be tested no later than during the twenty-third (23rd) month of his employment and if he passes his test, he shall be paid the Journeyman Meat Cutter rate no later than the first (1st) week following the completion of twenty-four (24) months of service. Should he fail to qualify at this step, he shall continue at the same rate of pay and be given another examination at the end of six (6) months from the first examination date, etc.

**C.** Employees entering the Apprentice Program shall suffer no reduction in pay.

**7.10** The duties of the porter shall be limited to the general cleaning up of the store and carrying out of customers' packages, but in no other instance shall porters be required to handle, display, or sell any merchandise sold in the store. (Applicable to porters hired prior to September 15, 1986).

**7.11** An employee who has worked within the industry during the past three (3) years shall be credited with all previous supermarket 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. The above applies except in the case of a journeyman or an apprentice who has not worked in the industry within the past three (3) years, who shall be given a jointly observed block test immediately following the ninety (90) day probationary period. The salary of such employee shall be retroactive to the date of original employment.

### ARTICLE 8 - COURTESY CLERKS

8.1 Courtesy Clerks shall be guaranteed ten (10) hours work per week at no less than three (3) hours work per shift. Their duties shall be limited to bagging, parcel pick up, cleaning up around the checkout stand and parcel pick up areas, replenish bag racks, racking empty bottles, returning unsold merchandise, handling recycled newspapers and cans, and tearing off magazine covers, clean back room, clean rest room areas, spot mop, sweeping, floor care and other cleaning duties anywhere in the store, handling recycled items and pull cardboard.

8.2 Eligible Courtesy Clerks will receive vacations as provided in Article 11 and three (3) hours pay for the legal holidays provided in Article 12.

8.3 Work performed on Sundays and holidays will be compensated for at a premium of twenty-five cents (\$.25) per hour.

8.4 The Employer will not be obligated to make Health and Welfare, Pension, Severance, and Legal contributions on behalf of Courtesy Clerks.

### ARTICLE 9 - NIGHT CREW EMPLOYEES

9.1 A night crew employee is one who is scheduled for work on a night crew two (2) or more nights in any one (1) week. No employee shall be required to work a day and night shift in the same work week.

9.2 Any employee working on the night crew two (2) or more nights during the week shall receive the night premium for all hours worked during the entire week.

9.3 Any time worked by a member of the night crew prior to 9:00 p.m. or after 10:00 a.m. shall be paid at time and one-half (1½) of the employee's regular rate of pay which shall be in addition to his night premium. When a majority of the Night Crew employees in any individual store, who by written mutual consent with the Employer elect to report to work before 9:00 p.m. or work beyond 10:00 a.m. they shall be deemed to have waived the premium provisions and the premium provision of 6.10 for those hours covered by such election. For stores located in "quiet zones," one (1) employee on the night crew may be scheduled in at 8:00 p.m. at the straight time rate of pay for the purpose of unloading and staging the trailer.

9.4 Each employee working on the night shift will receive an additional one dollar (\$1.00) per hour which shall be over and above the regular rate of pay for the same or similar day job.

9.5 One person other than the Assistant Manager or Department Head, shall be designated as the employee in charge of the night crew. This employee shall not be replaced by any employee in a higher wage classification.

9.6 The employee in charge of night crew will receive in addition to his night premium, an additional twenty-five dollars (\$25.00) per week. A night crew captain in charge of a store which is open for business on a twenty-four (24) hour basis shall receive an additional ten dollars (\$10.00) per week night premium (in addition to the twenty-five dollars (\$25.00) per week night captain premium).

9.7 A night crew may work four (4) ten (10) hour shifts at straight time by mutual agreement.

9.8 Part time employees must be assigned for a full shift of not less than eight (8) hours, however, such employees may be scheduled for less than eight (8) hours by mutual agreement.

9.9 The meal period for night crew workers shall be one-half (½) hour and the eight (8) hour shift shall be worked in a period of eight and one-half (8½) consecutive hours.

9.10 Any regular member of the night crew will receive his basic weekly wage plus his night premium in the computation of his overtime, vacation or holiday pay.

9.11 Employees who want on or off the night crew must request such in writing to the Employer and will be placed on the list referred to in Article 5.5, 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.

9.12 Meat Department employees who want on or off the night crew shall bid in writing to the Personnel Office on a seniority basis in a seniority area. All Meat Department employees employed on the night shift shall receive a night shift differential of one dollar (\$1.00) per hour over and above the basic wage rate. The night shift shall be scheduled between the hours of 9:00 p.m. and 10:00 a.m.

#### ARTICLE 10 - WORKING CONDITIONS

10.1 The Employer will furnish and launder such store linens as it desires worn by its employees. In the event the Employer provides Dacron or similar type uniforms for employees, 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.

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

10.3 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.

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

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

**10.6** The Employer agrees, in the event of a temporary transfer at the Employer's request, to reimburse the employee for increased transportation costs on the basis of thirty-two cents (32¢) per mile, except, however, when an employee chooses public transportation, excluding taxicabs, he shall be reimbursed only for the actual cost of such increased transportation. Temporary assignments will not exceed thirty (30) days except in cases of relief of an employee absent on extended sick leave.

**10.7** 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. Employees shall be paid for all time worked. There shall be a time recording device 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 recording device 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.

**10.8** A meat department bargaining unit employee shall be on duty until 8:00 P.M. in all stores, except that a department need not be manned during meal periods where there is only one (1) employee on duty that shift.

**10.9** Employees shall have a minimum of ten (10) hours off between the end of their schedule and the starting of their next schedule, except by mutual agreement between the employee and Employer. 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 ½) their straight time rate of pay.

**10.10** The Employer will furnish all tools necessary to perform the job and will provide a First Aid Kit in each Meat Department.

10.11 Notice concerning Union business will be posted in a designated location in the stores after approval by management.

10.12 A full time employee who receives a pay rate which is higher than the pay rate provided in Schedules "A, B and C" for his classification, who is promoted to a department head and subsequently demoted to his former classification, shall receive the same pay rate differential which he previously received.

10.13 No employee shall be required to take a random drug or alcohol test, unless previously warned in writing.

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

10.15 Time spent at legal proceedings at the request of the Employer or Employer's counsel shall be compensated at straight time rates. Such compensation shall also be paid for time spent at the request of any law enforcement agency, involving investigation or legal proceeding for the benefit of the Employer, provided that the employee has given the Store Manager prompt notice of the request. Such hours shall not be considered as time worked for the computation of daily or weekly overtime, unless it is a part of the regular scheduled work week.

10.16 Meat Department employees shall not be required to use their personal cars for hauling of merchandise.

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

#### ARTICLE 11 - VACATIONS

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

ANNUAL  
VACATION

One (1) week uninterrupted  
after one (1) year

Two (2) weeks uninterrupted  
after three (3) years

Three (3) weeks after  
seven (7) years

Four (4) weeks after  
thirteen (13) years

Five (5) weeks after  
twenty (20) years

PRO-RATA  
VACATIONS ON  
TERMINATION

1/12 week for each  
additional month

2/12 week for each  
additional month

3/12 week for each  
additional month

4/12 week for each  
additional month

5/12 week for each  
additional month

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

11.3 From January 1st to March 31st of each year employees may bid by seniority for the number of vacation weeks they accrued during their anniversary year. Said selection will be awarded on a seniority basis within department. After March 31, employees may select vacant weeks by seniority, but may not bump less senior employees who have exercised their vacation selection during the bid period. Vacation requested after the bid period will be honored on a first-come, first-served basis. The employee may take vacation in any of the fifty-two (52) calendar weeks, subject to management approval. Where the application of this provision creates a hardship or operational problem the Union and the Employer agree to discuss and resolve the problem. The vacation schedule of any employee cannot be changed, except by mutual agreement, when it is less than sixty (60) days to the date the employee has selected. The vacation schedule shall be available on request by an employee.

11.4 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, he shall receive one-twelfth (1/12) his vacation entitlement for each full month worked during the anniversary year.

11.5 When a holiday designated in Article 12.1 occurs during the full time employee's vacation, the employee shall be entitled to an extra day's vacation or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

11.6 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.

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

11.8 When a holiday, designated in Article 12.1 occurs during a part time employee's vacation, and the part time employee would ordinarily have been scheduled for work on that day, he shall be paid as provided in Article 12.4.

11.9 Employee may start his vacation on any day which is mutually agreed upon by the Employer and the employee.

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

## ARTICLE 12 - HOLIDAYS AND SUNDAYS

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

New Year's Day  
 Memorial Day  
 Independence Day

Labor Day  
 Thanksgiving Day  
 Christmas Day

Work may be performed on any of the herein above mentioned holidays, however, work as such shall be compensated for at the rate of time and one-half (1 ½) the employee's regular straight time rate of pay, which shall be over and above the regular straight time rate of pay as provided.

12.2 It is further agreed that the work week during which a holiday occurs, in accordance with this Agreement, shall be considered a four (4) day week consisting of thirty-two (32) straight time hours, for which the employee shall be paid forty (40) hours pay if they qualify under Article 12.7. All time worked over thirty-two (32) hours during said holiday week shall be compensated for at the overtime rate of time and one-half (1 ½). All employees may work forty (40) hours at straight time in addition to his holiday pay, provided it is mutually agreed upon between Employer and employee. Part time employees may work five (5) days in a holiday week by mutual agreement.

12.3 All part time employees, upon completion of six (6) months but less than one (1) year of continuous service with the Employer, shall be entitled to holiday pay as set forth in this paragraph when said holiday falls on their scheduled work day, based on the number of hours regularly worked by such employee on that day.

12.4 All part time employees with one (1) or more years of continuous service shall be entitled to holiday pay based on the number of hours regularly worked by the employee on that day during at least three (3) of the preceding five (5) weeks if the holiday falls on a regularly scheduled work day; or holiday pay of four (4) hours at straight time if the holiday falls on a non-scheduled day.

12.5 A. Eligible employees hired after April 30, 1983, shall receive one (1) personal holiday off with pay for each four (4) months of service up to a maximum of three (3) days per anniversary year.

B. Personal days may be used for the purpose of mini-vacations. Employees shall be entitled to such days at a time of their choice subject to store seniority preference in the event of conflict of employee choice.

C. The Employee shall notify the Store Manager at least two (2) weeks in advance of his intention to take a personal day off and the employee shall receive such day off or a mutually agreed upon day off. In the event of a conflict of employee choice, seniority shall prevail.

D. An employee who separates or is separated from the Employer's service, voluntarily or involuntarily (including but not limited to separation occasioned by voluntary or involuntary termination of the Employer's business), except when such employee is duly discharged for dishonesty, shall on separation, be paid for unused personal days on a pro-rata basis.

E. Employees may use personal days for absence due to illness not otherwise compensated for under this Agreement.

F. Such holidays shall be paid on the basis of five (5) hours pay for part time and eight (8) hours pay for full time.

G. Employees can carry over personal days or receive pay in lieu thereof at the Employer's discretion.

12.6 Work schedules shall not be changed for the purpose of avoiding holiday pay.

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

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

12.9 In the Grocery Department Sunday and holiday work shall be assigned on a rotating basis by seniority within classification and ability to do the work considered. In the event the Employer cannot schedule the necessary number of employees on a voluntary basis, then the

employees in reverse order of seniority shall be obligated to work. Sunday and holiday rotation shall be done from separate lists.

**12.10** In the Meat Department Sunday and/or holiday work in each store shall be rotated among qualified employees within the classification required by the Employer to perform the work. The work heretofore performed by part time employees shall be first offered to full time employees. The work so offered shall not be deemed to fall within the daily hourly guarantee of this contract. If full time employees refuse the work it may then be offered to part time employees. If scheduled employees refuse such work then the least senior employee within the classification will be required to do the work.

**12.11** Full time employees with less than ninety (90) days service shall not be entitled to holiday pay. Thereafter, full time employees shall be entitled to holiday pay based on an eight (8) hour day.

### **ARTICLE 13 - LEAVE OF ABSENCE**

Subject to the following conditions, employees shall be granted leave of absence which shall not interrupt their service records, providing such request is made by the employee, in writing, to the Personnel Department seven (7) days prior to commencing such leave.

**13.1** 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 leave) 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.

**13.2** An employee with six (6) months service shall, in the case of a death in the immediate family of the employee, namely, a parent, spouse, child, brother, sister, parent-in-law, or grandparent, requiring the employee's absence from his regularly scheduled assignments, be granted a leave of absence up to three (3) days beginning with the day

of death. Neither Sunday nor the scheduled day off of a full time employee shall be counted. When an employee's normal time off falls within the three (3) day period, he shall be reimbursed for that portion of the time normally scheduled for work, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary.

13.3 The Employer agrees that any member of the Union, employed by the Employer during the period of this Agreement who is elected to permanent office in the Union or is assigned by the Union to any Union activity necessitating temporary leave of absence, shall be granted such leave of absence and shall, at the end of his term in the first instance or at the end of his mission in the second instance, be guaranteed re-employment at his former wage rate plus any increase or less any reduction that may have become effective during his absence, provided that he applies for re-employment forthwith upon leaving the Union. An employee covered by this Agreement who is promoted to a management position shall be granted a leave of absence from the bargaining unit. If said employee should return to the bargaining unit he/she shall be credited with seniority accrued prior to leaving the unit.

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

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

#### ARTICLE 14 - JURY DUTY

14.1 Employees actually serving on juries shall receive the difference between their straight time weekly basic pay and the amount received while on jury duty. They will be expected to work their regularly posted schedule on days when the jury is not in session. The schedule of a part time employee shall not be altered solely for the purpose of avoiding jury duty pay.

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

**14.3** Employees who work on the night crew and who are called to serve on jury duty will assume the schedule of the least senior employee in their classification and status scheduled to work during the day. That employee scheduled during the day will assume the schedule of the night crew employee for the duration of the jury duty.

**14.4** This is limited to thirty (30) working days per calendar year unless the employee is serving on a Federal Grand Jury.

### **ARTICLE 15 - STORE CARD OR DECAL**

The Union agrees to furnish to the Employer, Union Store Card or Decal for each of the Employer's stores. Such card or decal 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 card or decal in a conspicuous area accessible to the public in each establishment covered by this Agreement.

### **ARTICLE 16 - SHOP STEWARDS**

**16.1** 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 Stewards 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 100 employees, the Union shall have the right to appoint two (2) Assistant Stewards.

**16.2** 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.

**16.3** 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. 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. For purposes of the above, one Shop Steward per Meat Department and one Shop Steward per Grocery Department will be eligible for pay on said leave.

## ARTICLE 17 - HEALTH AND WELFARE, LEGAL SEVERANCE, SCHOLARSHIP FUND

### 17.1 - Health Benefits

1. The Employer shall contribute to the FELRA and UFCW Health and Welfare Fund the sum of three hundred sixteen dollars (\$316.00) per month for each appropriate full time employee ON THE Employer's payroll. 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.
2. The Employer shall contribute to the FELRA and UFCW Health and Welfare Fund the sum of one hundred fifty dollars (\$150.00) per month for each appropriate part time employee on the Employer's payroll. 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.
3. After twenty-four (24) months of continuous employment, appropriate part time food, non-food and service clerk employees may be eligible for dependent coverage by submitting a request to the Fund office between one (1) and three (3) months before the eligibility date. The monthly premium to be paid by the employee shall be twenty percent (20%), currently ninety-nine dollars (\$99.00); and the monthly premium to be paid by the Employer shall be eighty percent (80%), currently three-hundred and ninety-four dollars (\$394.00).
4. Monthly contributions will be made on behalf of each employee who receives compensation from the Employer during said month.

5. Thereafter the Employer and the employees shall make monthly contributions in amounts determined by the Board of Trustees of the above Fund so as to maintain current and existing benefits (as established in the negotiations of March 2000) and further to provide a three (3) month financial reserve.

6. Any change in contribution shall be preceded by a thirty (30) day written notice from the Board of Trustees to the Employer or the employees.

7. The contributions provided for in this Agreement shall be in lieu of any obligation on the part of the Employer to provide any health and welfare benefits other than those provided by the Trust Agreement and Plan governing the Funds.

8. The Funds shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employers Labor Relations Association and the Union.

9. It is agreed that all questions involving Health and Welfare not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

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

11. Effective July 1, 2000, the United Food and Commercial Workers and Food Employers Labor Relations Association Legal Benefits Fund and the United Food and Commercial Workers and Food Employers Labor Relations Association Severance Fund shall cease to exist as separate entities and their assets and liabilities shall be merged into and become a part of the Food Employers Labor Relations Association and United Food and Commercial Workers Health and Welfare Fund. There shall be a separate calculation of the cost of providing health and welfare benefits, severance benefits, legal benefits, and scholarship benefits.

## 17.2 - Legal Benefits

1. Effective July 1, 2000, the United Food and Commercial Workers and Food Employers Labor Relations Association Legal Benefits Fund



shall cease to exist as a separate entity and its assets and liabilities shall be merged into and become a part of the Food Employers Labor Relations Association and United Food and Commercial Workers Health and Welfare Fund. The Welfare Fund will maintain a separate accounting of the assets and liabilities attributable to the provision of legal benefits under the Welfare Trust and such separate account shall be referred to as the "United Food and Commercial Workers and Food Employers Labor Relations Association Legal Benefits Fund."

2. Effective January 1, 2000, the Employer shall continue to make contributions to the United Food and Commercial Workers Union and FELRA Legal Benefit Fund (hereinafter referred to as the "Fund") a total of fourteen dollars and seventy five cents (\$14.75) for each appropriate employee who is on the Employers payroll on the first day of each month. The monthly contribution by the Employer will commence with the first full payroll week of the month following the completion of twelve (12) months of continuous employment with the Employer.

3. Effective January 1, 2001 the Employer shall increase such contribution to a maximum fifteen dollars (\$15.00) per month plus the cost of administration. Effective January 1, 2002, the Employer shall increase such contribution to a maximum of fifteen dollars and twenty-five cents (\$15.25) per month plus the cost of administration. Effective January 1, 2003, the Employer shall increase such contribution to a maximum of fifteen dollars and fifty cents (\$15.50) per month plus the cost of administration. Effective January 1, 2004, the Employer shall increase such contribution to a maximum of fifteen dollars and seventy-five cents (\$15.75) per month plus the cost of administration.

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

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

6. It is agreed that all questions involving legal 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 Legal Benefits Plan.

### **17.3 - Severance Benefits**

1. Effective July 1, 2000, the United Food and Commercial Workers and Food Employers Labor Relations Association Severance Fund shall cease to exist as a separate entity and its assets and liabilities shall be merged into and become a part of the Food Employers Labor Relations Association and United Food and Commercial Workers Health and Welfare Fund. The Welfare Fund will maintain a separate accounting of the assets and liabilities attributable to the provision of severance benefits under the Welfare Trust and such separate account shall be referred to as the "United Food and Commercial Workers and Food Employers Labor Relations Association Severance Fund."
2. The Severance Fund and Plan shall be governed by the Board of Trustees of the Welfare Fund.
3. It is understood and agreed that the Welfare Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service, so as to allow the Employer an income tax deduction for the contribution paid hereunder.
4. It is agreed that all questions involving severance 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 Severance Plan.
5. Effective April 1, 2000, the Employer shall make contributions in amounts determined by the Board of Trustees of the Welfare Fund so as to maintain current and existing benefits (as established in the negotiations of March, 2000).
6. Employees hired in eligible classifications through March 25, 2000, shall be eligible for benefits under the Severance Fund. Severance benefits for such Employee shall be based on Service Credited calculated in accordance with the Severance Plan as if the Employee had participated in the Plan from the Employee's first Hour of Service for the Employer on or after September 12, 1992 though their Severance from Service Date. Employees hired on or after

September 12, 1992, and prior to March 26, 2000, must still be employed as of March 26, 2000 to receive severance benefits.

#### 17.4 - Scholarship Benefits

1. The Board of Trustees of the Welfare Fund will establish a program of scholarship benefits under the Welfare Fund. It is intended that the Welfare Fund will maintain a separate accounting of the assets and liabilities attributable to the provision of scholarship benefits under the Welfare Trust 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.

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

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. The Scholarship Fund from the assets of the Health and Welfare Fund.

### ARTICLE 18 - PENSION

18.1 The Employer shall contribute to the FELRA and UFCW Pension Fund the sum of fifteen cents (\$.15) per hour for all straight time hours worked for each appropriate employee. Contributions shall be made for each new employee beginning with the first full month following the completion of thirty (30) days of continuous employment with the Employer retroactive to the date of employment.

18.2 The Pension Fund and Plan shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employer Labor Relations Association and the Union.

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

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

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

**18.6** The Pension contribution for appropriate variety clerks, unless otherwise specified, is subject to the provisions of Schedule "E" attached hereto. Pension contributions for service clerks are subject to the provisions of Schedule "J" attached hereto.

**18.7** Pension contribution for employees hired after September 19, 1992 shall commence after the employee has completed twelve (12) months of employment.

#### **ARTICLE 19 - JOINT LABOR MANAGEMENT COMMITTEE**

The Union and the Association agree to establish a joint labor-management committee for the purposes of improving labor-management relationships, improving job security, enhancing economic development and monitoring the conditions of those engaged in the retail food industry. The joint labor-management committee shall be funded with Employer contributions as agreed upon by the Union and employers.

#### **ARTICLE 20 - CHECKOFF**

**20.1** The Employer shall check off the initiation fees and dues from all employees who authorize, in writing, such deductions and shall remit amounts so deducted within thirty (30) days after their collection to the Financial Secretary or designated officer of the Union. Dues will be checked off weekly and remitted monthly.

**20.2** The Employer agrees to deduct fifty cents (50¢) per week and remit monthly to the Local Union's Active Ballot Club from employees who are union members and who have signed deduction authorization cards.

**20.3** The Union agrees to indemnify and save the Employer harmless

against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of dues and Active Ballot Club contributions made pursuant to the provisions of this Agreement.

20.4 The Employer agrees that it will utilize current computer capabilities to electronically transfer dues, initiation fees, credit union deductions as well as updated employee information to the Union. The parties agree that they will cooperate with one another to accomplish this objective.

## ARTICLE 21 - ARBITRATION AND ADJUSTMENT

21.1 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.

21.2 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.

21.3 If the matter is not amicably settled under 21.2 above, then either party may, on giving five (5) days notice to the other party:

(1) Submit the matter to the Federal Mediation and Conciliation Service for a list of fifteen (15) arbitrators and the parties shall select therefrom 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.

(2) 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 Seniority 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.

**(3)** In the event that one 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.

**(4)** 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.

**21.4** The provisions of No Strikes or Lockouts 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.

**21.5** 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.

**21.6** 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.

**21.7** 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.

**21.8** An alleged violation of Title 7, of the 1964 Civil Rights Act, may be processed through the grievance procedure.

**21.9** Grievances involving back pay must be filed within thirty (30)

days of the event giving rise to such grievance, except those involving bonafide errors on behalf of the Company, but in no event shall the employer's back pay obligation exceed six (6) months.

21.10 The parties recognize their respective obligations under the Americans With Disabilities Act including the Employer's obligation to make reasonable accommodation to qualified individuals with a disability. The Union reserves the right to grieve any accommodation decisions, or other decisions which the Employer contends are based on its Americans With Disabilities Act obligations, which conflict with this Agreement. Such grievance shall be processed through the grievance procedure that is incorporated in this Agreement. Should the parties be unable to resolve their grievance, then such grievance may be processed through arbitration in accordance with the procedures for arbitration under this Agreement. The arbitrator appointed to hear a grievance under this Section shall be empowered to review both the parties obligations under the collective bargaining agreement and the obligations which are imposed by the American With Disabilities Act, as set forth in the statute legislative history, regulations, the EEOC Technical Assistance Manual and applicable case precedent. The arbitrator shall have authority to fashion an appropriate remedy which draws its essence from these contractual and legal sources.

## **ARTICLE 22 - MILITARY SERVICE**

22.1 The Employer will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States. At the time an employee leaves for military service, he shall receive whatever vacation pay is due him. The application of this provision will comply with the Uniformed Services Employment and Re-employment Rights Act.

22.2 Employees, full time or part time, who serve in the National Guard or military reserve units, which require annual training, shall be granted the necessary leave either without pay or, at the employee's option, eligible vacation time to fulfill the annual training requirements of the unit in which they serve. Such employee shall furnish a copy of his orders and two (2) weeks prior notice to the Employer.

## **ARTICLE 23 - NO STRIKES OR LOCKOUTS**

It is mutually agreed by the parties of this Agreement that there

shall be no strikes or stoppages of work by the employees or by the Union, nor shall there be any lockout by the Employer during the life of this Agreement, and that any difference of opinion or misunderstanding concerning the interpretation of the provisions of this Agreement which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves, and if the parties cannot amicably adjust the difference, then the matter shall be referred to an Arbitrator as provided in Article 21. Nothing contained herein, however, shall compel any employee to walk through a legal picket line, provided such picket line has the sanction of his own International Union.

#### **ARTICLE 24 - INVALIDATION**

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decisions of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decisions, 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 - UNION ACTIVITIES**

Representatives of the Union shall have access to the Employer's stores for the purpose of determining that the terms of this Agreement are being complied with including but not limited to inspecting work schedules, investigating the standing of employees and inspecting the pay records, which shall be available for a reasonable length of time. The Employer shall not be held liable for any injuries to Union Representative while on the premises.

#### **ARTICLE 26 - DURATION OF AGREEMENT**

This Agreement shall be effective commencing March 26, 2000, and shall remain in force until and including March 27, 2004, and from year to year thereafter, with the right of either party to reopen upon written notice, not less than sixty (60) days prior to March 27, 2004, or the 27<sup>th</sup> day of March of any subsequent year thereafter of a desire either to change or terminate this Agreement. In the event either party serves notice, it is agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that, pending the results of such renegotiations, neither party shall change the conditions



existing at the time under the contract. If during the period of negotiations, the Union decides to terminate this Agreement, it agrees, however, that it will not strike or cause stoppage of work by the employees, unless notice of strike action is given at least two (2) days prior to the date of the strike, which shall be set forth in the notice. If the strike does not take place upon the date set forth in the notice, said notice shall be null and void and a new notice required before strike action can be taken.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written.

FOR THE EMPLOYER: - - - - -  
SAFEWAY STORES,  
INCORPORATED

FOR THE UNION:  
UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, LOCAL 27

## APPENDIX I

With the exception of the items listed below, the text of the contract will apply to those employees hired prior to October 10, 1983:

**6.9** Full time employees hired prior to November 30, 1970 or those part time advanced to full time prior to such date shall be paid at the overtime rate for all hours worked after 6:00 p.m. except two (2) nights per week.

**6.11** Work performed on Sunday will be compensated at double (2) the employee's rate of straight time pay.

**8.2** Courtesy clerks will be paid four (4) hours for legal holidays provided for in Article 12, including Easter Monday.

**12.1** Employees shall receive Easter Monday in addition to those holidays listed in Article 12.1. Work may be performed on any of the holidays listed in Article 12.1 and such work shall be compensated at double (2) the employee's straight time rate of pay.

**12.5** All employees on the payroll as of January 1, 1978 shall receive five (5) personal days off with pay. Employees hired after January 1, 1978 shall receive one (1) personal day off with pay for each ten (10) weeks of service up to a maximum of five (5) days per year.

**17.1** The following Health and Welfare contribution rates shall be effective for classifications of employees as described:

<u>Classification</u>	<u>Employer Contribution</u>
Full time Grocery employees hired before May 1, 1983 and full time Meat employees hired before October 9, 1983 and full time Variety employees hired prior to August 27, 1977.	\$663.00
Part time Grocery employees hired before May 1, 1983 and part time Meat employees hired before October 9, 1983 and part time Variety employees hired prior to August 27, 1977.	\$565.00

APPENDIX I

Continued

<u>Classification</u>	<u>Employer Contribution</u>
Full time Variety hired between August 27, 1977 and October 9, 1983.	\$316.00
Part time Variety hired between August 27, 1977 October 9, 1983.	\$150.00 - Individual 80% - Family Coverage and (currently \$394.00) and 20% Employee co-pay for family coverage (currently \$ 99.00)
Full time Courtesy Clerks hired prior to October 9, 1983	\$316.00
Part time Courtesy Clerks hired prior to October 9, 1983	\$150.00 - Individual 80% - Family Coverage (currently \$394.00) and 20% Employee co-pay for family coverage (currently \$ 99.00)

Company to maintain current level of benefits for the duration of this Agreement, subject to part time employee co-pay for family coverage.

18.1 The following Pension contribution rates shall be effective for classifications of employees as described:

<u>Classification</u>	<u>Effective 1/1/86</u>
Full time Grocery employees hired before May 1, 1983, and full time Meat employees hired before October 9, 1983.	\$168.38 per month
Part time Grocery employees hired before May 1, 1983 and part time Meat employees hired before October 9, 1983.	\$62.34 per month

APPENDIX I

Continued

<u>Classification</u>	<u>Effective 1/1/86</u>
Full time Variety hired before August 28, 1977.	\$168.38 per month
Part time Variety hired before August 28, 1977.	\$62.34 per month
*Full time and part time Variety hired between August 28, 1977 and October 9, 1983.	15¢ For all straight time hours worked

\*Contributions made to UFCW and Participating Employers Pension Fund.

The following Severance benefits shall be continued for classifications of employees as described:

<u>Classification</u>	
Full time and part time Grocery employees hired before May 1, 1983, full time and part time Variety employees hired before May 1, 1983, full time Meat employees hired before October 9, 1983 and part time Meat employees hired before May 1, 1983.	35¢/hr. For all straight time hours worked
Part time Meat employees hired between May 1, 1983 and October 9, 1983.	25¢/hr. For all straight time hours worked

The Employer shall provide eligible Full time and part time Grocery employees after May 1, 1983, full time and part time Variety employees hired after May 1, 1983, full time and part time Meat employees hired after October 9, 1983, benefits through United Food and Commercial Workers and Food Employers Labor Relations Association Severance Fund (hereinafter called "the Fund"), at ten cents (\$.10) per hour level for all straight time hours worked for each appropriate employee. Employees hired on or after March 25, 2000, are not entitled to Severance benefits.

**SCHEDULE "A"**  
**EMPLOYEES HIRED PRIOR TO APRIL 30, 1983**

	<u>Effective 3/26/00</u>	<u>Effective 3/25/01</u>	<u>Effective 3/24/02</u>	<u>Effective 3/23/03</u>
<b>ACROSS-THE-BOARD INCREASE</b>	<b>\$0.40</b>	<b>\$0.40</b>	<b>\$0.40</b>	<b>\$0.40</b>
Apprentice Meat Cutter	\$15.05	\$15.45	\$15.85	\$16.25
Assistant Manager	\$17.85	\$18.25	\$18.65	\$19.05
Bakery Manager	\$14.55	\$14.95	\$15.35	\$15.75
Bakery Clerk Full Time	\$13.31	\$13.71	\$14.11	\$14.51
Bakery Clerk Part Time	\$13.17	\$13.57	\$13.97	\$14.37
Customer Service/Food Service Manager	\$17.35	\$17.75	\$18.15	\$18.55
Delicatessen Manager	\$17.35	\$17.75	\$18.15	\$18.55
Deli Clerk	\$15.34	\$15.74	\$16.14	\$16.54
First Cutter	\$17.35	\$17.75	\$18.15	\$18.55
Food/Deli/Seafood Clerk, Weigher/Wrapper	\$15.34	\$15.74	\$16.14	\$16.54
Grocery Manager	\$17.35	\$17.75	\$18.15	\$18.55
Meat Cutter	\$17.10	\$17.50	\$17.90	\$18.30
Meat Manager	\$18.10	\$18.50	\$18.90	\$19.30
Porter	\$13.24	\$13.64	\$14.04	\$14.44
Produce Manager	\$17.35	\$17.75	\$18.15	\$18.55
Seafood Manager	\$17.47	\$17.87	\$18.27	\$18.67
Seafood Clerk	\$15.34	\$15.74	\$16.14	\$16.54
Variety/GM Manager	\$14.95	\$15.35	\$15.75	\$16.15
Variety Clerk	\$10.65	\$11.05	\$11.45	\$11.85

**Bakery Manager**

	<u>Effective 3/26/00</u>	<u>Effective 3/25/01</u>	<u>Effective 3/24/02</u>	<u>Effective 3/23/03</u>
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**ACROSS-THE-BOARD**

<b>INCREASE</b>	<b>\$0.85</b>	<b>\$0.65</b>	<b>\$0.65</b>	<b>\$0.65</b>
	\$15.00	\$15.65	\$16.30	\$16.95

## SCHEDULE "A" - Continued

## Courtesy Clerk

	Effective <u>3/26/00</u>	Effective <u>3/25/01</u>	Effective <u>3/24/02</u>	Effective <u>3/23/03</u>
ACROSS-THE-BOARD INCREASE	\$0.25 \$9.00	\$0.25 \$9.25	\$0.25 \$9.50	\$0.25 \$9.75

1. Effective October 1, 2000, employees with four (4) or more years of service shall receive an additional ten cents (\$.10) per hour increase.

2. Red Circle" employees in all classifications shall maintain the existing differential over the new scales.

3. Wage increases apply to employees at or over the top rates in each progression.

4.1 In each of the Employer's stores in which there is a Bakery Department there shall be one (1) Bakery Clerk designated as Bakery Department Manager.

5. In stores where there is more than one employee working in the Floral Department, there shall be one employee classified as Floral Manager, who's rate of pay shall be at the top of the Food Clerk rate in the tier in which they were hired. All other employees in the Floral Department will be classified as Service Clerks.

6. The above scale for Variety Clerks and Courtesy Clerks applies to employees hired in said classification prior to October 9, 1983.

7. Pharmacy Techs shall receive a premium of twenty-five cents (25¢) above their Food Clerk Rate.

8. Employees at Top Rate in Specific Classifications qualify for the following Cost of Living Allowance (COLA) additions to the rates set forth above:

SCHEDULE "A" - Continued  
EMPLOYEES HIRED PRIOR TO APRIL 30, 1983

Employees Hired Between 9/7/80 and 3/7/82 - .18 cents

Employees Hired Between 3/1/79 and 9/7/80 - .52 cents  
(COLAS .18 + .34 = .52)

Employees Hired Prior to 3/1/79 - .72 cents  
(COLAS .18, .34 + .20 = .72)

**SCHEDULE "B"**  
**EMPLOYEES HIRED AFTER APRIL 30, 1983**  
**and PRIOR TO MARCH 21, 1996**

	<u>Effective</u> <u>3/26/00</u>	<u>Effective</u> <u>3/25/01</u>	<u>Effective</u> <u>3/24/02</u>	<u>Effective</u> <u>3/23/03</u>
<b>ACROSS-THE-BOARD INCREASE</b>	<b>\$0.40</b>	<b>\$0.40</b>	<b>\$0.40</b>	<b>\$0.40</b>
Assistant Manager	\$17.85	\$18.25	\$18.65	\$19.05
Delicatessen Manager	\$17.35	\$17.75	\$18.15	\$18.55
First Cutter	\$17.35	\$17.75	\$18.15	\$18.55
Grocery Manager	\$17.35	\$17.75	\$18.15	\$18.55
Meat Cutter	\$17.10	\$17.50	\$17.90	\$18.30
Meat Manager	\$18.10	\$18.50	\$18.90	\$19.30
Produce Manager	\$17.35	\$17.75	\$18.15	\$18.55
Seafood Manager	\$15.50	\$15.90	\$16.30	\$16.70
Variety/GM Manager	\$14.95	\$15.35	\$15.75	\$16.15

**Bakery Manager**

	<u>Effective</u> <u>3/26/00</u>	<u>Effective</u> <u>3/25/01</u>	<u>Effective</u> <u>3/24/02</u>	<u>Effective</u> <u>3/23/03</u>
<b>ACROSS-THE-BOARD INCREASE</b>	<b>\$0.85</b>	<b>\$0.65</b>	<b>\$0.65</b>	<b>\$0.65</b>
	\$15.00	\$15.65	\$16.30	\$16.95

**Food/Dairy/Deli/Seafood Clerk, Weigher/Wrapper**

	<u>Effective</u> <u>3/26/00</u>	<u>Effective</u> <u>3/25/01</u>	<u>Effective</u> <u>3/24/02</u>	<u>Effective</u> <u>3/23/03</u>
<b>INCREASE TO TOP RATE</b>	<b>\$0.40</b>	<b>\$0.40</b>	<b>\$0.40</b>	<b>\$0.40</b>
Start	\$6.50	\$6.50	\$6.50	\$6.50
After 90 days	\$7.00	\$7.00	\$7.00	\$7.00
After 9 months	\$7.60	\$7.60	\$7.60	\$7.60
After 15 months	\$8.10	\$8.10	\$8.10	\$8.10
After 21 months	\$8.90	\$8.90	\$8.90	\$8.90
After 27 months	\$9.65	\$9.65	\$9.65	\$9.65
After 33 months	\$10.45	\$10.45	\$10.45	\$10.45
After 39 months	\$11.20	\$11.20	\$11.20	\$11.20
After 45 months	\$15.28	\$15.68	\$16.08	\$16.48



SCHEDULE "B" - Continued  
 EMPLOYEES HIRED AFTER APRIL 30, 1983  
 and PRIOR TO MARCH 21, 1996

Apprentice Meat Cutter

	Effective <u>3/26/00</u>	Effective <u>3/25/01</u>	Effective <u>3/24/02</u>	Effective <u>3/23/03</u>
INCREASE TO TOP RATE	\$0.40	\$0.40	\$0.40	\$0.40
Start	\$7.15	\$7.15	\$7.15	\$7.15
After 90 days	\$7.65	\$7.65	\$7.65	\$7.65
After 6 months	\$8.40	\$8.40	\$8.40	\$8.40
After 12 months	\$9.65	\$9.65	\$9.65	\$9.65
After 18 months	\$10.65	\$10.65	\$10.65	\$10.65
After 24 months	\$15.28	\$15.68	\$16.08	\$16.48

Pharmacy Technician

	Effective <u>3/26/00</u>	Effective <u>3/25/01</u>	Effective <u>3/24/02</u>	Effective <u>3/23/03</u>
INCREASE TO TOP RATE	\$0.40	\$0.40	\$0.40	\$0.40
Start	\$6.75	\$6.75	\$6.75	\$6.75
After 90 days	\$7.05	\$7.05	\$7.05	\$7.05
After 9 months	\$7.60	\$7.60	\$7.60	\$7.60
After 15 months	\$7.90	\$7.90	\$7.90	\$7.90
After 21 months	\$8.30	\$8.30	\$8.30	\$8.30
After 27 months	\$8.70	\$8.70	\$8.70	\$8.70
After 33 months	\$11.15	\$11.55	\$11.95	\$12.35

General Merchandise Clerks

	Effective <u>3/26/00</u>	Effective <u>3/25/01</u>	Effective <u>3/24/02</u>	Effective <u>3/23/03</u>
INCREASE TO TOP RATE	\$0.40	\$0.40	\$0.40	\$0.40
Start	\$6.25	\$6.25	\$6.25	\$6.25
After 90 days	\$6.55	\$6.55	\$6.55	\$6.55
After 9 months	\$7.10	\$7.10	\$7.10	\$7.10
After 15 months	\$7.40	\$7.40	\$7.40	\$7.40
After 21 months	\$7.80	\$7.80	\$7.80	\$7.80
After 27 months	\$8.20	\$8.20	\$8.20	\$8.20
After 33 months	\$10.65	\$11.05	\$11.45	\$11.85

**SCHEDULE "B" - Continued**  
**EMPLOYEES HIRED AFTER APRIL 30, 1983**  
**and PRIOR TO MARCH 21, 1996**

**Service Clerk**

	<u>Effective</u> <u>3/26/00</u>	<u>Effective</u> <u>3/25/01</u>	<u>Effective</u> <u>3/24/02</u>	<u>Effective</u> <u>3/23/03</u>
<b>INCREASE TO TOP RATE</b>	<b>\$0.35</b>	<b>\$0.35</b>	<b>\$0.35</b>	<b>\$0.35</b>
Start	\$6.00	\$6.00	\$6.00	\$6.00
After 90 days	\$6.30	\$6.30	\$6.30	\$6.30
After 9 months	\$6.85	\$6.85	\$6.85	\$6.85
After 15 months	\$7.15	\$7.15	\$7.15	\$7.15
After 21 months	\$7.55	\$7.55	\$7.55	\$7.55
After 27 months	\$7.95	\$7.95	\$7.95	\$7.95
After 33 months	\$10.35	\$10.70	\$11.05	\$11.40

**Courtesy Clerk**

	<u>Effective</u> <u>3/26/00</u>	<u>Effective</u> <u>3/25/01</u>	<u>Effective</u> <u>3/24/01</u>	<u>Effective</u> <u>3/23/03</u>
<b>INCREASE TO TOP RATE</b>	<b>\$0.25</b>	<b>\$0.25</b>	<b>\$0.25</b>	<b>\$0.25</b>
Start	\$5.40	\$5.40	\$5.40	\$5.40
After 90 days	\$5.65	\$5.65	\$5.65	\$5.65
After 6 months	\$5.90	\$5.90	\$5.90	\$5.90
After 12 months	\$6.15	\$6.15	\$6.15	\$6.15
After 18 months	\$7.80	\$8.05	\$8.30	\$8.55

1. Effective October 1, 2000, employees with four (4) or more years of service shall receive an additional ten cents (\$.10) per hour increase.

2. Wage increases apply to employees at or over the top rates in each progression.

3. In each of the Employer's stores in which there is a Bakery Department there shall be one (1) Bakery Clerk designated as Bakery Department Manager.

4. In stores where there is more than one employee working in the Floral Department, there shall be one employee classified as Floral Manager, who's rate of pay shall be at the top of the Food Clerk rate in the tier in which they were hired. All other employees in the Floral

SCHEDULE "B" - Continued  
EMPLOYEES HIRED AFTER APRIL 30, 1983  
and PRIOR TO MARCH 21, 1996

Department will be classified as Service Clerks.

5. Employees who work the majority of their daily shift in the Salad Bar shall receive a 25¢ per hour premium for all hours worked that day.
6. One person shall be designated as Lead Person in the Salad Bar and will receive a fifty cent (\$.50) per hour premium for such work.
7. Service Clerks who spend 50% or more of their time on Porter duties will receive top Service Clerk rates.
8. Service Clerks working twenty-four (24) hours or more and designated by the Employer as Lead Person Full Service Floral Department shall receive a twenty-five cent (25¢) premium for such work.
9. The Lead Person (designated by the Employer) in Bulk Food will receive a twenty-five cent (\$.25) per hour premium for such work.
10. The Second Person (designated by the Employer) in the Dairy/Deli and Produce Departments will receive a twenty-five cent (\$.25) per hour premium for such work.
11. All of the premium rates under Schedule "B" shall be paid for all holiday and vacation hours and shall be paid for all hours worked on Sunday and holidays, but will not be used in the computation of overtime or Sunday and holiday premiums.
12. Pharmacy Techs shall receive a premium of twenty-five cents (25¢) above their Food Clerk Rate.

**SCHEDULE "C"**  
**EMPLOYEES HIRED AFTER MARCH 21, 1996**

	<u>Effective</u> <u>3/26/00</u>	<u>Effective</u> <u>3/25/01</u>	<u>Effective</u> <u>3/24/02</u>	<u>Effective</u> <u>3/23/03</u>
<b>ACROSS-THE-BOARD INCREASE</b>	<b>\$0.40</b>	<b>\$0.40</b>	<b>\$0.40</b>	<b>\$0.40</b>
Assistant Manager	\$17.85	\$18.25	\$18.65	\$19.05
Delicatessen Manager	\$17.35	\$17.75	\$18.15	\$18.55
First Cutter	\$17.35	\$17.75	\$18.15	\$18.55
Grocery Manager	\$17.35	\$17.75	\$18.15	\$18.55
Meat Cutter	\$17.10	\$17.50	\$17.90	\$18.30
Meat Manager	\$18.10	\$18.50	\$18.90	\$19.30
Produce Manager	\$17.35	\$17.75	\$18.15	\$18.55
Seafood Manager	\$15.50	\$15.90	\$16.30	\$16.70
Variety Manager	\$14.95	\$15.35	\$15.75	\$16.15

**Courtesy Clerk**

	<u>Effective</u> <u>3/26/00</u>	<u>Effective</u> <u>3/25/01</u>	<u>Effective</u> <u>3/24/02</u>	<u>Effective</u> <u>3/23/03</u>
<b>Increase to Top Rate</b>	<b>\$0.25</b>	<b>\$0.25</b>	<b>\$0.25</b>	<b>\$0.25</b>
0 to 3 months	\$5.40	\$5.40	\$5.40	\$5.40
3 to 6 months	\$5.55	\$5.55	\$5.55	\$5.55
6 to 9 months	\$5.70	\$5.70	\$5.70	\$5.70
9 to 12 months	\$5.85	\$5.85	\$5.85	\$5.85
12 to 15 months	\$6.00	\$6.00	\$6.00	\$6.00
15 to 18 months	\$6.15	\$6.15	\$6.15	\$6.15
18 to 21 months	\$6.30	\$6.30	\$6.30	\$6.30
21 to 24 months	\$6.65	\$6.65	\$6.65	\$6.65
After 24 months	\$7.35	\$7.60	\$7.85	\$8.10

SCHEDULE "C" - Continued  
EMPLOYEES HIRED AFTER MARCH 21, 1996

Service Clerk

	Effective <u>3/26/00</u>	Effective <u>3/25/01</u>	Effective <u>3/24/02</u>	Effective <u>3/23/03</u>
Increase to Top Rate	\$0.35	\$0.35	\$0.35	\$0.35
0 to 3 months	\$6.00	\$6.00	\$6.00	\$6.00
3 to 6 months	\$6.15	\$6.15	\$6.15	\$6.15
6 to 9 months	\$6.30	\$6.30	\$6.30	\$6.30
9 to 12 months	\$6.45	\$6.45	\$6.45	\$6.45
12 to 15 months	\$6.60	\$6.60	\$6.60	\$6.60
15 to 18 months	\$6.75	\$6.75	\$6.75	\$6.75
18 to 21 months	\$6.90	\$6.90	\$6.90	\$6.90
21 to 24 months	\$7.05	\$7.05	\$7.05	\$7.05
24 to 27 months	\$7.20	\$7.20	\$7.20	\$7.20
27 to 30 months	\$7.40	\$7.40	\$7.40	\$7.40
30 to 33 months	\$7.65	\$7.65	\$7.65	\$7.65
After 33 months	\$8.75	\$9.10	\$9.45	\$9.80

GM and Pharmacy Clerk

	Effective <u>3/26/00</u>	Effective <u>3/25/01</u>	Effective <u>3/24/02</u>	Effective <u>3/23/03</u>
Increase to Top Rate	\$0.40	\$0.40	\$0.40	\$0.40
0 to 3 months	\$6.25	\$6.25	\$6.25	\$6.25
3 to 6 months	\$6.40	\$6.40	\$6.40	\$6.40
6 to 9 months	\$6.55	\$6.55	\$6.55	\$6.55
9 to 12 months	\$6.70	\$6.70	\$6.70	\$6.70
12 to 15 months	\$6.85	\$6.85	\$6.85	\$6.85
15 to 18 months	\$7.00	\$7.00	\$7.00	\$7.00
18 to 21 months	\$7.15	\$7.15	\$7.15	\$7.15
21 to 24 months	\$7.30	\$7.30	\$7.30	\$7.30
24 to 27 months	\$7.45	\$7.45	\$7.45	\$7.45
27 to 30 months	\$7.65	\$7.65	\$7.65	\$7.65
30 to 33 months	\$7.90	\$7.90	\$7.90	\$7.90
After 33 months	\$9.20	\$9.60	\$10.00	\$10.40

SCHEDULE "C" - Continued  
EMPLOYEES HIRED AFTER MARCH 21, 1996

Pharmacy Tech

	<u>Effective</u> <u>3/26/00</u>	<u>Effective</u> <u>3/25/01</u>	<u>Effective</u> <u>3/24/02</u>	<u>Effective</u> <u>3/23/03</u>
Increase to Top Rate	\$0.40	\$0.40	\$0.40	\$0.40
0 to 3 months	\$6.75	\$6.75	\$6.75	\$6.75
3 to 6 months	\$6.90	\$6.90	\$6.90	\$6.90
6 to 9 months	\$7.05	\$7.05	\$7.05	\$7.05
9 to 12 months	\$7.20	\$7.20	\$7.20	\$7.20
12 to 15 months	\$7.35	\$7.35	\$7.35	\$7.35
15 to 18 months	\$7.50	\$7.50	\$7.50	\$7.50
18 to 21 months	\$7.65	\$7.65	\$7.65	\$7.65
21 to 24 months	\$7.80	\$7.80	\$7.80	\$7.80
24 to 27 months	\$7.95	\$7.95	\$7.95	\$7.95
27 to 30 months	\$8.15	\$8.15	\$8.15	\$8.15
30 to 33 months	\$8.40	\$8.40	\$8.40	\$8.40
After 33 months	\$9.70	\$10.10	\$10.50	\$10.90

Apprentice Meat Cutter

	<u>Effective</u> <u>3/26/00</u>	<u>Effective</u> <u>3/25/01</u>	<u>Effective</u> <u>3/24/02</u>	<u>Effective</u> <u>3/23/03</u>
Increase to Top Rate	\$0.40	\$0.40	\$0.40	\$0.40
0 to 3 months	\$7.25	\$7.25	\$7.25	\$7.25
3 to 6 months	\$7.50	\$7.50	\$7.50	\$7.50
6 to 9 months	\$7.75	\$7.75	\$7.75	\$7.75
9 to 12 months	\$8.15	\$8.15	\$8.15	\$8.15
12 to 15 months	\$8.60	\$8.60	\$8.60	\$8.60
15 to 18 months	\$9.25	\$9.25	\$9.25	\$9.25
18 to 21 months	\$9.90	\$9.90	\$9.90	\$9.90
21 to 24 months	\$10.90	\$10.90	\$10.90	\$10.90
After 24 months	\$12.30	\$12.70	\$13.10	\$13.50

**SCHEDULE "C" - Continued**  
**EMPLOYEES HIRED AFTER MARCH 21, 1996**

**Weigher Wrapper/Food/Seafood/Dairy/Deli Clerk**

	Effective <u>3/26/00</u>	Effective <u>3/25/01</u>	Effective <u>3/24/02</u>	Effective <u>3/23/03</u>
Increase to Top Rate	\$0.40	\$0.40	\$0.40	\$0.40
0 to 3 months	\$6.50	\$6.50	\$6.50	\$6.50
3 to 6 months	\$6.75	\$6.75	\$6.75	\$6.75
6 to 9 months	\$7.00	\$7.00	\$7.00	\$7.00
9 to 12 months	\$7.25	\$7.25	\$7.25	\$7.25
12 to 15 months	\$7.50	\$7.50	\$7.50	\$7.50
15 to 18 months	\$7.75	\$7.75	\$7.75	\$7.75

**Weigher Wrapper/Food/Seafood/Dairy/Deli Clerk - Continued**

	Effective <u>3/26/00</u>	Effective <u>3/25/01</u>	Effective <u>3/24/02</u>	Effective <u>3/23/03</u>
18 to 21 months	\$8.00	\$8.00	\$8.00	\$8.00
21 to 24 months	\$8.25	\$8.25	\$8.25	\$8.25
24 to 27 months	\$8.50	\$8.50	\$8.50	\$8.50
27 to 30 months	\$8.75	\$8.75	\$8.75	\$8.75
30 to 33 months	\$9.00	\$9.00	\$9.00	\$9.00
33 to 36 months	\$9.25	\$9.25	\$9.25	\$9.25
36 to 39 months	\$9.50	\$9.50	\$9.50	\$9.50
39 to 42 months	\$9.75	\$9.75	\$9.75	\$9.75
42 to 45 months	\$10.00	\$10.00	\$10.00	\$10.00
After 45 months	\$11.80	\$12.20	\$12.60	\$13.00

1. Effective October 1, 2000, employees with four (4) or more years of service shall receive an additional ten cents (\$.10) per hour increase.

2. Wage increases apply to employees at or over the top rates in each progression.

3. In each of the Employer's stores in which there is a Bakery Department there shall be one (1) Bakery Clerk designated as Bakery Department Manager.

SCHEDULE "C" - Continued  
EMPLOYEES HIRED AFTER MARCH 21, 1996

4. In stores where there is more than one employee working in the Floral Department, there shall be one employee classified as Floral Manager, who's rate of pay shall be at the top of the Food Clerk rate in the tier in which they were hired. All other employees in the Floral Department will be classified as Service Clerks.
5. Employees who work the majority of their daily shift in the Salad Bar shall receive a 25¢ per hour premium for all hours worked that day.
6. One person shall be designated as Lead Person in the Salad Bar and will receive a fifty cent (\$.50) per hour premium for such work.
7. Service Clerks who spend 50% or more of their time on Porter duties will receive top Service Clerk rates.
8. Service Clerks working twenty-four (24) hours or more and designated by the Employer as Lead Person Full Service Floral Department shall receive a twenty-five cent (25¢) premium for such work.
9. The Lead Person (designated by the Employer) in Bulk Food will receive a twenty-five cent (\$.25) per hour premium for such work.
10. The Second Person (designated by the Employer) in the Dairy/Deli and Produce Departments will receive a twenty-five cent (\$.25) per hour premium for such work.
11. All of the premium rates under Schedule "B" shall be paid for all holiday and vacation hours and shall be paid for all hours worked on Sunday and holidays, but will not be used in the computation of overtime or Sunday and holiday premiums.
12. Pharmacy Techs shall receive a premium of twenty-five cents (25¢) above their Food Clerk Rate.



**SCHEDULE "D"**  
**Cake Decorator and Bakery Production Clerk**

Cake Decorator - duties of such employees shall be limited to finishing of all iced cake & whipped cream products. Employees classified as Cake Decorators may be used in any store designated at the discretion of the Employer. The Employer shall also have the option of scheduling such employees to work in more than one store daily, provided that all such work, including reasonable travel time, is compensated at the appropriate hourly rate.

**Wages for Cake Decorators shall be as follows:**

	Effective <u>3/26/00</u>	Effective <u>3/25/01</u>	Effective <u>3/24/02</u>	Effective <u>3/23/03</u>
<b>Increase to Top Rate</b>	<b>\$0.40</b>	<b>\$0.40</b>	<b>\$0.40</b>	<b>\$0.40</b>
0-6 months	\$10.00	\$10.00	\$10.00	\$10.00
12 months	\$11.00	\$11.00	\$11.00	\$11.00
18 months	\$12.00	\$12.00	\$12.00	\$12.00
24 months and thereafter	\$13.30	\$13.70	\$14.10	\$14.50

Effective 10/01/00, employees with four (4) or more years of service as of that date, shall receive \$.10 more per hour.

**Wages for Bakery Production Clerks shall be as follows:**

	Effective <u>3/26/00</u>	Effective <u>3/25/01</u>	Effective <u>3/24/02</u>	Effective <u>3/23/03</u>
<b>Increase to Top Rate</b>	<b>\$0.40</b>	<b>\$0.40</b>	<b>\$0.40</b>	<b>\$0.40</b>
Start	\$7.60	\$7.60	\$7.60	\$7.60
6 months	\$7.90	\$7.90	\$7.90	\$7.90
12 months	\$8.30	\$8.30	\$8.30	\$8.30
18 months	\$8.70	\$8.70	\$8.70	\$8.70
24 months and thereafter	\$11.15	\$11.55	\$11.95	\$12.35

Effective 10/01/00, employees with four (4) or more years of service as of that date, shall receive \$.10 more per hour.

**SCHEDULE "E"**  
**VARIETY CLERK**

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

1. The Employer shall contribute to the United Food and Commercial Workers Union and Participating Employers Pension Fund a total of eight cents (\$.08) per hour for all straight time hours worked for each such employee. The hourly contribution by the Employer for new employees will commence the first (1st) of the month following the completion of twelve (12) months of continuous employment with the Employer.

2. The Employer shall not be obligated to make contributions to the Severance Fund on behalf of such employees.

## SCHEDULE "F" SAFEWAY SENIORITY AREA

AREA #1Store

1153	1205 West Pratt St., Baltimore, Md. 21223
1281	10000 Baltimore Ntl. Pike, Ellicott City, MD 21042
1370	8775 Cloudleap Court, Columbia, MD 21043
1399	3499 Sweet Air Road, Phoenix, MD 21131
1406	3 Normandy Shopping Ctr., Ellicott City, MD 21042
1459	4370 Montgomery Road, Ellicott City, MD 21043
1469	Route 40 & Engleside Ave., Catonsville, MD 21228
1481	2610 Boston Street, Baltimore, MD 21224
1482	2401 N. Charles Street, Baltimore, MD 21218
1513	4401 Harford Road, Baltimore, Md. 21214
1553	5485A Harpers Farm Road, Columbia, Md. 21044
1652	225-0 Bier Hill Drive, Bel Air, Md. 21015
1657	10335 Reisterstown Road, Owings Mills, Md. 21117
1758	9645 Belair Road, Perry Hall, Md. 21128
1840	8620 Guilford Road, Columbia, Md. 21046

AREA #2

952	129 N. Washington Street, Easton, MD 21801
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AREA #3

128	151 Walkers Village Way, Walkersville, MD 21793
1075	927 West Street, Frederick, MD 21701
*1336	9815 Main Street, Damascus, MD 20750
1559	815 East Main Street, Middletown, Md. 21769
1616	444 Western Md College Dr, Westminster, Md. 21158
1678	1313 London Towne Blvd., Eldersburge, Md. 21784

AREA #4

117	4115 Mountain Road, Pasadena, MD 21122
860	Rt. 18 & 552, Chester, MD 21619
1317	1451 South Ritchie Hwy., Arnold, MD 21012
1351	540 Benfield Road, Severna Park, MD 21146
*1423	3301 Solomons Island Road, Edgewater, MD 21037
1460	1781 Forest Drive, Annapolis, MD 21401
1539	4211 Mountain Road, Pasadena, Md. 21122
1596	2644 Chapel Lake Drive, Gambrills, Md. 21054

\*Meat Department only

## SCHEDULE "G"

AREA #1

<u>Store</u>	<u>Store</u>	<u>Store</u>
117	1406	1539
860	1423	1553
1153	1459	1596
1281	1460	1652
1317	1469	1657
1351	1481	1758
1370	1482	1840
1399	1513	

AREA #2

<u>Store</u>
952

AREA #3

<u>Store</u>
128
1075
1336
1559
1616
1678

SCHEDULE "H"  
HEALTH AND SAFETY

The Employer and Union jointly agree to cooperate in continuing a safety program for the purpose of awareness and training of all newly hired employees. Such a program will also include but not be limited to the distribution of educational materials and job awareness of its employees. A more formal training program of presentation will be discussed in greater detail within a one (1) year period.

The Employer agrees to provide available statistical information pertaining to occupational injuries and illnesses upon request.

The Employer agrees to provide whatever personal protective equipment is required at no cost to the employee.

The Employer agrees to work jointly with the Union in resolving unsafe conditions or equipment within the employee's work area.

Shop Stewards shall be permitted to accompany the government inspector at no loss of pay.

The Employer recognizes the Union as the sole and exclusive bargaining representative for all of its employees (other than Store Manager and supervisory employees), coming under the jurisdiction of United Food and Commercial Workers Union, Local 27, in the stores in the area set forth in Schedule "F" attached hereto and made a part thereof, except in those areas where other duly chartered locals exist:

State of Maryland, Counties of:

Washington (east of Cumberland Canal), Frederick, Carroll, Baltimore, Harford, Cecil, Howard, Anne Arundel (south of South River from Chesapeake Bay to U.S. Highway 50), Kent, Queen Anne, Talbot, Caroline, Dorchester, Wicomico, Somerset, Worcester

State of Delaware, Counties of:

Newcastle, Kent, Sussex

State of Virginia, County of:

Accomack

State of West Virginia, Counties of:

Berkeley and Jefferson

**SCHEDULE "J"**  
**SERVICE CLERK/GENERAL CLERK**

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

1. Work shall include job duties of a "non-conventional" nature.
2. Such employee will be guaranteed a minimum of ten (10) hours work per week with a minimum of three (3) hours work per shift.
3. Such employee shall receive three (3) hours of pay for the holidays listed in Article 12.
4. The Employer shall contribute to the FELRA and UFCW Pension Fund a total of eight cents (\$.08) per hour for all straight time hours worked for each such employee. The hourly contribution by the Employer for new employees will commence the first (1st) of the month following the completion of twelve (12) months of continuous employment with the Employer.
5. The Employer shall not be obligated to make contributions to the Severance Fund on behalf of such employees.
6. The duties of a Service Clerk will include the following: Fresh vegetable and fruit juices, fresh peanut butter, salad bar, flower shop, vegetable platters, pizza preparation, health foods, bulk foods, stuffed potato preparation, handling outdoor merchandise display, preparation of quiche, bake off rolls in deli, assemble meat and cheese/ party platters all year, make sandwiches, vacuum pack in Deli express, cook hot food and rotisserie chicken, cut vegetables for prepared foods, bakery and porter.

**SCHEDULE "K"**  
**NON-FOOD (where applicable)**

1. Anyone relieving a Department Manager in non-food for one (1) full week or more shall receive an additional twenty-five dollars (\$25.00) per week for each week of relief.

2. When openings occur, seniority and ability to perform the new job shall be the determining factors for the transfer. Should the employee fail to satisfactorily perform within the first ninety (90) days of the transfer, he shall be afforded the opportunity to return to a similar non-food classification without loss of seniority.

The Employer agrees that said non-food employees will be transferred to food positions before considering Courtesy Clerks.

3. All other provisions of the Agreement will apply except as set forth in this Schedule "E".

4. Wearing apparel for the promotions will be worn on a voluntary basis.

5. For all full time and part time non-food employees hired between August 28, 1977, and October 30, 1983, the Employer shall continue to contribute to the United Food and Commercial Workers (UFCW) and Participating Employers Pension Fund a total of fifteen cents (\$.15) per hour for all straight time hours paid.



March 26, 2000

Mr. Michael R. Bull  
Director of Labor Relations  
Safeway, Inc.  
4551 Forbes Blvd.  
Lanham, MD 20706

Dear Mr. Bull:

This will confirm our understanding regarding the following:

It shall be a violation of this Contract for Courtesy Clerks to perform any duties other than those specified in Section 8.1. 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. Upon the first violation of this Section, the Courtesy Clerk in the store involved shall be paid the regular clerks' starting rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Courtesy Clerks' duties.

C. Upon a second violation in the same store, all Courtesy Clerks in the store involved shall be paid the regular clerks' starting rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Courtesy Clerks' duties.

D. Upon the third violation in the same store, all Courtesy Clerks in the store involved shall be paid double the regular clerks' rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Courtesy Clerks' duties.

Sincerely,

Carvel M. Mays, Jr.  
President

FOR THE COMPANY:

Michael R. Bull  
Director of Labor Relations

Date

March 26, 2000

Mr. Michael R. Bull  
Director of Labor Relations  
Safeway, Inc.  
4551 Forbes Blvd.  
Lanham, MD 20706

Dear Mr. Bull:

This is to confirm our understanding reached during the current negotiations regarding the following items:

1. This letter is to confirm that the application of Article 3.2 of our current collective bargaining agreement shall in no way restrict the work of Store Co-Managers which may be assigned in stores doing more than \$300,000 per week in sales volume.

2. With respect to Section 12.5.D., said section is interpreted to mean that employees hired prior to January 1, 1978 will receive upon termination (subject to the conditions in 12.5.D.), the pro rata number of personal holiday entitlement for that year.

Sincerely,

Carvel M. Mays, Jr.  
President

FOR THE COMPANY:

Michael R. Bull  
Director of Labor Relations

Date

March 26, 2000

Mr. Michael R. Bull  
Director of Labor Relations  
Safeway, Inc.  
4551 Forbes Blvd.  
Lanham, MD 20706

Dear Mr. Bull:

Effective this date and or the duration of this contract, any Meat Department Manager with at least two (2) years of continuous service as Meat Department Manager, who is demoted for other than disciplinary reasons, shall maintain his rate for ten (10) weeks.

Sincerely,

Carvel M. Mays, Jr.  
President

FOR THE COMPANY:

Michael R. Bull  
Director of Labor Relations

Date

March 26, 2000

Mr. Michael R. Bull  
Director of Labor Relations  
Safeway, Inc.  
4551 Forbes Blvd.  
Lanham, MD 20706

Dear Mr. Bull:

During the contract negotiations between Local 27 and Safeway, Inc., the following statements of intention were agreed to by both parties:

1. Article 3.3, shall be interpreted to apply to Meat Specialists performing work as follows:

Meat Specialists may perform work for the purpose of instructing employees in the proper method of cutting and preparing meat, new methods of cutting and preparing meat and for experimental undertakings. Meat Specialists may perform work for a period up to four (4) weeks in stores newly opened or in stores where there has been any remodeling. Where circumstances require additional consideration in stores newly opened or in stores where there has been any remodeling, the Union must be notified in advance. Meat Specialists may perform work in case of an emergency, until additional help is available. The Employer agrees to call the Union, in addition to other sources of help, for immediate assistance. Meat Specialists may perform work in assisting in correcting the difficulties in any market having operational problems; however, it is agreed that the Union shall be notified in advance.

2. That Management Trainee Employees may perform work in the Meat Department for the purpose of familiarizing themselves with the operation of the Department. Such period of work is not to exceed fourteen (14) weeks. Ten (10) weeks Meat, two (2) weeks Delicatessen and two (2) weeks Seafood. It is agreed that such Management Trainee Employee shall not replace any Meat Department employee.

Sincerely,

Carvel M. Mays, Jr.  
President

FOR THE COMPANY:

Michael R. Bull  
Director of Labor Relations

Date

March 26, 2000

Mr. Michael R. Bull  
Director of Labor Relations  
Safeway, Inc.  
4551 Forbes Blvd.  
Lanham, MD 20706

Dear Mr. Bull:

The Company recognizes that given the individual lifestyle of each employee, certain work schedules are preferable. In this regard, the Company will make it's 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.

Sincerely,

Carvel M. Mays, Jr.  
President

FOR THE COMPANY:

Michael R. Bull  
Director of Labor Relations

Date

March 26, 2000

Mr. Michael R. Bull  
Director of Labor Relations  
Safeway, Inc.  
4551 Forbes Blvd.  
Lanham, MD 20706

Dear Mr. Bull:

The Company agrees that former members of UFCW Local 27 employed within the retail food industry with current recall rights shall be given first consideration for employment. Furthermore, special consideration shall be given Union referrals with high seniority.

Sincerely,

Carvel M. Mays, Jr.  
President

FOR THE COMPANY:

Michael R. Bull  
Director of Labor Relations

Date

March 26, 2000

Mr. Michael R. Bull  
Director of Labor Relations  
Safeway, Inc.  
4551 Forbes Blvd.  
Lanham, MD 20706

Dear Mr. Bull:

This will confirm our understanding regarding the following:

Floor Care may be performed by an outside vendor. Employees currently doing Floor Care shall receive the same hours and rates of pay as they have in the past.

Sincerely,

Carvel M. Mays, Jr.  
President

FOR THE COMPANY:

Michael R. Bull  
Director of Labor Relations

Date

March 26, 2000

Mr. Michael R. Bull  
Director of Labor Relations  
Safeway, Inc.  
4551 Forbes Blvd.  
Lanham, MD 20706

Dear Mr. Bull:

This will confirm our understanding regarding the following:

Bread may be stocked by service clerks. Any current clerks performing these duties will continue to have their rates of pay and hours protected.

Sincerely,

Carvel M. Mays, Jr.  
President

FOR THE COMPANY:

Michael R. Bull  
Director of Labor Relations

Date



March 26, 2000

Mr. Michael R. Bull  
Director of Labor Relations  
Safeway, Inc.  
4551 Forbes Blvd.  
Lanham, MD 20706

Dear Mr. Bull:

This letter is to confirm our agreement that reached in negotiations of March 2000 that Safeway will continue to implement a 401K Plan throughout the term of this agreement.

Sincerely,

Carvel M. Mays, Jr.  
President

FOR THE COMPANY:

Michael R. Bull  
Director of Labor Relations

Date

March 26, 2000

Mr. Michael R. Bull  
Director of Labor Relations  
Safeway, Inc.  
4551 Forbes Blvd.  
Lanham, MD 20706

Dear Mr. Bull:

This letter is to confirm that the Union and the Company agree to discuss and implement certain contract modifications (i.e. split shifts, 4 ten hour shifts and combination day and night shifts) in order to encourage the creation of more full time jobs.

Sincerely,

Carvel M. Mays, Jr.  
President

FOR THE COMPANY:

Michael R. Bull  
Director of Labor Relations

Date

March 26, 2000

Mr. Michael R. Bull  
Director of Labor Relations  
Safeway, Inc.  
455 I Forbes Blvd.  
Lanham, MD 20706

Dear Mr. Bull:

This will confirm our understanding regarding the following:

The Employer may randomly drug test Pharmacy Technicians in accordance with procedures agreed to by the Union.

Sincerely,

Carvel M. Mays, Jr.  
President

FOR THE COMPANY:

Michael R. Bull  
Director of Labor Relations

Date

March 26, 2000

Mr. Michael R. Bull  
Director of Labor Relations  
Safeway, Inc.  
4551 Forbes Blvd.  
Lanham, MD 20706

Dear Mr. Bull:

This will confirm our understanding regarding the following:

Employees classified as Assistant Manager who remain in the bargaining unit shall continue to be covered by the current collective bargaining agreement between Safeway and UFCW Local 27.

Employees hired and/or promoted into the Assistant Manager classification after September 13, 1992 shall be exempt from the coverage of this agreement.

Sincerely,

Carvel M. Mays, Jr.  
President

FOR THE COMPANY:

Michael R. Bull  
Director of Labor Relations

Date

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

