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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WALDBAUMS SUPERMARKETS, INC.

AND

UNITED FOOD AND COMMERCIAL WORKERS
LOCAL 342-50, AFL-CIO

October 23, 1999 to October 22, 2003



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THIS AGREEMENT made as of the 23rd day of October, 1999, between WALDBAUMS SUPERMARKETS, INC. (hereinafter called the "Employer") having its principal office at Hemlock St. & Boulevard Avenue, Central Islip, New York, 11722, and the UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 342-50, affiliated with the American Federation of Labor-Congress of Industrial Organizations and the Central Trades and Labor Council, having its principal office at 166 East Jericho Turnpike, Mineola, New York 11501 (hereinafter called the "Union").

WITNESSETH:

ARTICLE I

UNION RECOGNITION

It is the intent and purpose of the parties to promote and improve industrial and economic relations between the Employer and the employees covered by this Agreement and to set forth the basic agreement covering rates of pay, hours of work and conditions of employment to be observed.

(a) The operation of the Employer's business and the direction of the working forces, including, but not limited to, the establishment of the opening and closing times of stores, the right to hire, transfer, suspend, layoff, recall, promote, discharge for cause, assign or discipline employees from duty because of lack of work and to transfer employees from one store location to another, are vested exclusively in the Employer, subject, however, to the provisions of this Agreement.

(b) The Employer recognizes the Union as the exclusive bargaining representative of all its employees in its stores herein, engaged in the cutting, wrapping and selling of all fresh and smoked meat, poultry, fish and such products customarily handled in the Meat Department at retail in its retail stores or supermarkets, and such additional classifications previously recognized by the Employer (as set forth in Schedule "A" herein), for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other better conditions of employment.

ARTICLE II

CLASSIFICATION OF EMPLOYEES

Employees working for the Employer shall be classified as follows: Meat Department Head, Journeyman / B Journeyman, B Apprentice, Weighers and Wrappers, Delicatessen-Appetizing Department Head, Delicatessen-Appetizing Clerk, Seafood Department Head, Seafood Clerk.

(a) MEAT DEPARTMENT HEAD: The Meat Department Head shall be a qualified journeyman meat cutter. He shall perform all of the duties of a journeyman in the meat department. Because of the greater working skill and experience that the Meat Department Head must possess, he shall in the performance of his work direct the movements and operations of the other employees in the meat department.

(b) JOURNEYMAN / B JOURNEYMAN: A Journeyman / B Journeyman is a skilled meat cutter who either served his apprenticeship in accordance with the period of time as set forth in the Agreement or who has qualified as a skilled meat cutter. His duties shall consist of handling,

cutting, selling, processing, pricing and displaying of meat, poultry, sausage or fish: fresh, frozen, chilled or smoked, and the performance of all work incidental thereto.

(c) B APPRENTICE: A B Apprentice is a person learning all of the details and developing manual skills for performing, after a stated number of years training, the duties of the Journeyman / B Journeyman meat cutter.

(d) WEIGHERS AND WRAPPERS: Weighers and Wrappers are persons employed in a self-service market engaged in wrapping, weighing, scaling and pricing meat, poultry and fish. The wrapper shall not be required to perform any work customarily performed by a Journeyman / B Journeyman.

(e) DELICATESSEN-APPETIZING DEPARTMENT HEAD: The Delicatessen-Appetizing Head shall be a qualified Delicatessen Clerk. They shall perform all of the duties of the Delicatessen Clerk in the Delicatessen-Appetizing Department. Because of the greater working skill and experience that the Delicatessen-Appetizing Department Head must possess, they shall, in the performance of their work, direct the movements and operation of the other employees in the Delicatessen-Appetizing Department.

(f) DELICATESSEN-APPETIZING CLERK: A Delicatessen-Appetizing Clerk is a skilled Delicatessen-Appetizing person who has either served their apprenticeship in accordance with the period of time set forth in the Agreement, or has qualified as a skilled Delicatessen-Appetizing Clerk. Their duties shall consist of handling, cutting, selling, processing, pricing, and displaying products sold in the Delicatessen-Appetizing Department, and will perform all of the work incidental thereto.

(g) SEAFOOD DEPARTMENT HEAD: The Seafood Department Head shall be a qualified Seafood Clerk. They shall perform all of the duties of the Seafood Clerk in the Seafood Department. Because of the greater working skill and experience that the Seafood Department Head must possess, they shall, in the performance of their work, direct the movements and operation of the other employees in the Seafood Department.

(h) SEAFOOD CLERK: A Seafood Clerk is a skilled seafood person who has either served their apprenticeship in accordance with the period of time set forth in the Agreement, or has qualified as a skilled Seafood Clerk. Their duties shall consist of handling, cutting, selling, processing, pricing and displaying products sold in the Seafood Department, and will perform all of the work incidental thereto.

(i) The Employer agrees that in the event that any new classification is established, prior to putting that classification in effect, the Employer will confer and negotiate classification rates and job description for such new classification.

(j) All employees are required to maintain their stations or area of employment in a clean and sanitary condition.

(k) The Employer shall have the right to interchange, on a temporary basis, Meat Wrappers and Deli/Appy/Seafood Clerks for lunch periods, breaks and emergencies to provide adequate customer service.

ARTICLE III

UNION SECURITY

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall, on or after the thirtieth (30th) day (sixtieth (60th) day in the case of employees hired for new or remodeled stores) following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on or after the thirtieth (30th) day, (sixtieth (60th) day in the case of employees hired for new or remodeled stores) following the beginning of such employment become and remain members in good standing in the Union.

Any employee who is expelled or suspended from the Union because of non-payment of initiation fees and periodic dues (including such other obligations to the Union, failure to pay which would make an employee subject to discharge under the Labor-Management Relations Act, 1947, as amended) shall be subject to dismissal ten (10) days after notification in writing to the Employer by the Union. The Union agrees to notify members who are delinquent in their Union financial obligations and upon the failure of the member to immediately re-establish his good standing membership in the Union, his discharge will be requested.

The Employer, provided it has the necessary equipment, agrees to deduct dues, initiation fees and any other authorized amounts from the wages of all employees who have on file with the Employer a proper deduction card and to remit the amounts with a listing of names to the Union office on or before the twenty-seventh (27th) day of each month. The Union will give to the Employer signed deduction cards from the employees authorizing the deduction of dues, initiation fees and any other authorized amounts. The Employer's obligation to remit to the Union shall be limited to the amounts which it actually does deduct from the employee's wages.

The Union agrees to indemnify and hold harmless the Employer in connection with any grievances, charges, complaints, claims or lawsuits which may arise in connection with action taken by the Employer at the request of the Union pursuant to the terms of this Article.

ARTICLE IV

HIRING OF NEW EMPLOYEES

When new help is required the Employer shall immediately notify the Union so that the Union may recommend from the open market the help so required. When full-time openings become available, part-time employees will be given preference to fill the full-time openings.

(a) If the Union fails to recommend satisfactory employees to the Employer, the Employer shall also have the option of seeking its help from the open market.

(b) Selection of applicants for referral to jobs by the Union shall be a non-discriminatory basis and shall not be based on or in any way affected by Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of Union membership, policies or requirements. Nothing herein contained shall deny the Union the right to select any applicants for referral on the basis of experience in the industry, qualifications and skill or Employer reference.

(c) The Employer at all times retains the right to reject any job applicants referred by the Union.

(d) New employees when hired shall be deemed probationary and on a trial basis for a period of thirty (30) days. In the case of employees hired for new and remodeled stores, the probationary period shall be sixty (60) days from the day the store is opened. Thereafter they shall be considered regular employees and shall then be granted the fringe benefits as provided for elsewhere in this Agreement.

(e) For the sole purpose of establishing the pay rate for a newly hired employee, the Employer will recognize previous verified comparable market experience within the Union's jurisdictional area during the thirty (30) months immediately preceding the newly hired employee's date of hire. In no event shall such rate be higher than the lowest applicable rate as set forth in Schedule "A" for 1) employees at scale and in the Employer's employ as of October 14, 1989; or 2) employees employed on a progression scale as of October 14, 1989; or 3) employees hired on or after October 15, 1989, and on a progression scale. Such prior experience must be claimed on the employee's application for employment, and if not verified in writing by the former Employers within thirty (30) days after the date of employment, such prior experience may then be verified through contributions made to the Union's Welfare and Pension Funds. If there is no verification within forty-five (45) days after the employee's date of hire, the Employer shall have the option, in its sole discretion, to discharge such employee without recourse to the grievance procedure provided in this Agreement, or to reduce said employee's rate of pay to the appropriate verifiable rate.

(f) The Employer agrees that it will not require a lie detector test in its pre-employment procedure. Those Employers utilizing pre-employment psychological or personality profile tests on the date of this Agreement shall cease and desist. Such tests may only be utilized for newly hired employees who are new to the industry.

(g) The Employer may hire temporary employees to work forty (40) hours per week during the seasonal period from May 1st through September 30th or for up to eight (8) consecutive weeks outside of the seasonal period. Such temporary employees will receive the fringe benefits applicable to temporary employees as provided elsewhere in this Agreement. If the Employer retains such a temporary employee as a full-time employee beyond the seasonal period or for more than eight (8) consecutive weeks outside of the seasonal period, such employee shall be considered a regular full-time employee and shall have his/her seniority determined from the most recent date he/she commenced full-time employment.

(b) In the event the Employer terminates his business or closes down its entire operation covered by this Agreement, the Employer shall pay the sum of Four Hundred Dollars (\$400.00) for each year of employment with that Employer to those full-time employees who were on the Employer's payroll as of August 24, 1981, and had been hired prior to February 5, 1980. Effective October 20, 1996, the Four Hundred Dollars (\$400.00) shall be increased to Five Hundred Dollars (\$500.00). In order to assure payment under this clause, the Union shall have the right to request a personal guarantee from the officers or major stockholders of any corporate signatory to this Agreement, or the owners or partners of any non-corporate signatory, which operates less than three (3) stores. A surety bond may be substituted for such personal guarantee provided the Union agrees.

(c) The Employer agrees that the total number of full-time employees on its payroll at the expiration of this Agreement including those on military leave shall be at least equal to the number of full-time employees on the Employer's payroll as of February 7, 1970.

(d) The provisions of paragraph (c) shall not apply in the event of a store closing or a permanent, substantial decline in operations, which can be verified by appropriate documentation. The Union shall be permitted to audit such records relevant to establishing such decline.

Where applicable, the provisions of Paragraphs (a) and (c) of this Article shall apply only to employers with more than eight (8) employees. The provisions of Paragraph (b) of this Article shall apply to all employers regardless of number of employees.

ARTICLE VIII

HOURS

A week's work for all regular full-time employees shall be forty (40) hours per week, consisting of five (5) eight (8) hour days.

(a) Each regular full-time employee shall be entitled to a lunch period of sixty (60) minutes each day, and if he works beyond the normal supper hour, a supper period of not less than thirty (30) minutes, which meal periods shall not be computed in the hours worked by each employee. No regular full-time employee shall be required to take a supper period of more than thirty (30) minutes unless approved by the Union. The Employer may schedule a thirty (30) minute lunch period with the employee's agreement.

(b) Each employee shall receive a ten (10) minute rest period for each half day worked, which shall be considered as working time. Employees will not be required to punch in or out for rest periods.

(c) The Employer shall post in each store not later than Saturday night of each week the straight-time work schedule of full-time employees for the following week. In case of emergency or any condition beyond the control of the Employer, these schedules may be changed by the Employer.

(e) When a Journeyman is promoted to a Meat Department Head he/she shall continue to accumulate seniority in the Journeyman group classification in addition to his/her seniority as a Meat Department Head. All B Apprentices shall be laid off prior to the laying off of any permanent full-time Journeyman and/or B Journeyman Meat Cutter

(f) Employees shall be considered to have quit if they:

1. Write or inform the Employer they are quitting.
2. Fail to report to work within one (1) week when recalled to return to full-time employment from a part-time employee status when properly notified in writing by the Employer.
3. Fail to work when approved leave of absence expires.
4. Work elsewhere while on leave without express permission, in writing, from the Employer to be so employed.

(g) When two (2) or more employees are hired on the same day in the same seniority area, the Employer will notify the Union of their seniority status.

(h) Employees inducted into the Military Service of the United States under the Selective Service Act of 1948 and its amendments, or who enlist after its enactment in accordance with the provisions governing such enlistments, shall retain seniority rights in conformance with the provisions of the Act and its amendments.

(i) Any discharged employee who is reinstated through the grievance or arbitration procedure of this Agreement shall have his seniority status made whole upon his return to work.

(j) An employee absent from work continuously for more than six (6) months due to sickness or accident (other than on-the-job) may be terminated from the payroll. The Employer and the Union may mutually agree to extend this period.

(k) When an employee is permanently transferred from one (1) of the Employer's stores within the Greater New York Area into one (1) of the Employer's stores covered by this Agreement he shall be credited with his accrued seniority with the Employer.

(l) For vacation preference dates, market or store department seniority shall be recognized.

ARTICLE VII JOB GUARANTEE AND REPLACEMENT

(a) There shall be no layoff of any full-time employee who was on the payroll as of September 24, 1983 and had been hired prior to January 1, 1977.

(d) Regular employees working in excess of eight (8) hours in a work day or forty (40) hours in a work week shall be paid overtime on the basis of time and one-half (1-1/2) their hourly rate of pay. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not both.

(e) Overtime shall be worked as required by the Employer.

(f) Except for that overtime required for the proper management of the meat department, overtime made available by the Employer to all classifications within the meat department in each store shall be rotated among the each classification. Performance during such overtime may be subject to the grievance procedure.

(g) Daily extra days of overtime shall be made available to store employees in the classification needed before anyone outside the employ of the Employer is offered such work. Such practice shall apply fifty-two (52) weeks per year, but does not prohibit Employer from the use of any regular relief practice.

(h) The Employer agrees to schedule those part-time employees who were on the Employer's payroll as of August 27, 1977, for twenty (20) hours work per week, providing said employees desire twenty (20) hours work and are available to work the scheduled hours. All part-time wrappers, seafood and appy clerks shall work a minimum daily shift of no less than four (4) hours. Effective February 1, 2000, all part-time employees who have completed six (6) months of employment, from date of hire, shall be guaranteed a minimum of ten (10) hours per week and after completing twenty-four (24) months of employment said guaranteed hours shall be increased to fifteen (15) hours per week.

(i) The starting times for regular full-time employees shall be no earlier than 8 a.m. nor later than 9 a.m., except that employees may, by mutual agreement, report up to one (1) hour earlier one (1) day per week without overtime. The Employer may assign regular full-time employees to begin work between the hours of 12 noon to no later than 1 p.m., except that employees so assigned may, by mutual agreement, report up to one (1) hour later one (1) day per week without overtime. Employees shall be assigned to this schedule based upon the following criteria, in order:

1. new hires
2. volunteers
3. present night crew employees
4. employee's seeking to avoid layoff
5. employee's, by inverse order of seniority by classification, within the store, provided such employees were hired after January 1, 1982.

Notwithstanding the foregoing, effective April 1, 2000, B Journeymen Meat Cutters and B Apprentice Meat Cutters may be assigned, on a mandatory basis and by inverse order of seniority, to begin work between the hours of 6 a.m. and 11 a.m. and/or between the hours of 12 noon and 4 p.m.

The workweek for employees so assigned shall be forty (40) hours per week, consisting of five (5) eight (8) hour shifts excluding Sundays.

(j) Full-time employees who were receiving the Sunday premium of two times (2x) the hourly rate shall receive a Sunday premium equal to the applicable hourly rate as of October 21, 1995 for the term of this Agreement, pursuant to the following schedule:

1. Meat Department Heads at the top rate shall receive their applicable hourly rate plus a Twenty-One Dollar and Sixty-Two and One-Half Cent (\$21.625) premium.

2. Journeymen / B Journeymen Meat Cutters and B Apprentice Meat Cutters at the top rate shall receive their applicable hourly rate plus a Twenty Dollar and Fifteen Cent (\$20.15) premium.

3. Delicatessen-Appetizing and Seafood Department Heads shall receive their applicable hourly rate plus an Eighteen Dollar (\$18.00) premium.

4. Delicatessen-Appetizing, Seafood Department Clerks, Weighers and Wrappers on the first tier shall receive their applicable hourly rate plus a Seventeen Dollar and Twenty-Five Cent (\$17.25) premium.

5. Delicatessen-Appetizing, Seafood Department Clerks, Weighers and Wrappers on the second tier shall receive their applicable hourly rate plus a Thirteen Dollars and Twenty-Five Cent (\$13.25) premium.

6. Full-time employees covered by this provision who are on progression shall receive the appropriate percentage of the rates set forth above. In no event shall any employee receive less than time and one-half (1-1/2) for Sunday work.

(k) Full-time employees hired or appointed to full-time status on or after January 1, 1990 shall receive one and one-half (1-1/2) times their regular rate for work performed on Sunday.

1. The straight-time hourly rate in effect after the final general wage increase shall be the amount of Sunday premium to be paid to employees who are receiving double-time (2x) on October 17, 1992 in addition to their regular straight-time rate for the balance of the contract.

2. Work performed on Sundays by part-time employees shall be paid for at the rate of time and one-half (1-1/2) the employee's straight-time hourly rate, unless such employees were covered under Article XXVIII.

3. Sunday work shall be rotated within the classification.

4. Employees shall be scheduled for a minimum of four (4) hours on Sunday.

(l) The Employer may temporarily assign part-time employees to work forty (40) hours per week during the seasonal period from May 1st through September 30th or for up to eight (8) consecutive weeks outside of the seasonal period. Such employees shall have their part-time wage

rate increased by no less than Seventy-Five Cents (75¢) per hour and shall continue to receive their part-time fringe benefits. If the Employer continues to assign a part-time employee to work forty (40) hours beyond the seasonal period or for more than eight (8) consecutive weeks outside of the seasonal period, he/she shall be considered a regular full-time employee.

(m) Temporary employees who are hired to work forty (40) hours per week are not regular employees if hired to work during the seasonal period from May 1st through September 30th or for up to eight (8) consecutive weeks outside of the seasonal period. These temporary employees will receive the current fringe benefits applicable to temporary employees. These temporary employees who are retained full-time beyond the seasonal period or for more than eight (8) consecutive weeks outside of the seasonal period, shall have their seniority calculated as the most recent date they commenced full-time employment. Except as provided above, these temporary or part-time employees shall not be considered regular full-time employees.

ARTICLE IX WAGES

Effective as of October 23, 1999, employees shall be paid all increases, classification rates, progression rates, premium pay, as set forth in Schedule "A" annexed hereto.

ARTICLE X PAY ON TERMINATION

The Employer agrees to pay all monies due to any employee upon layoff or termination not later than ten (10) days from date of layoff or termination.

Vacation due to a deceased employee shall be paid on a pro-rata basis to his beneficiary or estate.

ARTICLE XI PAY FOR DEPARTMENT HEADS RELIEF

(a) When an employee relieves a Department Head on any day in a work week other than when it is the Department Head's regular day off, he shall be paid for the period of such relief at the base rate for the Department Head as set forth in Schedule "A". In the week that a Department Head returns from his vacation his schedule for that week will not be staggered for the purpose of avoiding relief pay. A. B Apprentice meat cutter shall not relieve a Meat Department Head except in a store that has no Journeyman / B Journeyman meat cutter.

(b) There shall be a First Cutter Classification and premium rate in Meat Departments for each week that Meat Department sales exceed Fifteen Thousand Dollars (\$15,000.00). The weekly premium shall be equal to the difference between the Journeyman / B Journeyman Meat Cutter's base rate and the Meat Department Manager's base rate for one (1) day.

ARTICLE XII

VACATIONS

(a) All regular full-time employees shall be entitled to a vacation with pay of one (1) week for each six (6) months of full-time employment with the Employer, computed from his last date of full-time employment, but not to exceed two (2) weeks vacation with pay in any one (1) calendar year.

(b) All regular full-time employees with seven (7) or more years' continuous full-time employment with the Employer shall be entitled to three (3) weeks vacation with pay. The third week of such vacation need not be consecutive but may be granted at the discretion of the Employer during the calendar year.

(c) All regular full-time employees with ten (10) or more years' continuous full-time employment with the Employer shall be entitled to four (4) weeks vacation with pay. The third (3rd) and fourth (4th) weeks of such vacation need not be consecutive with the first two (2) weeks, but may be granted at the discretion of the Employer during the calendar year.

(d) Length of service shall be computed as time served continuously by the employee with the Employer in any capacity other than as a part-time employee. A reasonable sick leave period shall be interpreted as three (3) months while on sick leave. In case of injury on the job (compensation) there shall be an extended leave of up to six (6) months which shall be considered as time worked in regard to vacation.

(e) Vacation periods and assignments shall be at the discretion of the Employer, provided thirty (30) days notice shall be given to the employee. Vacations of less than three (3) weeks shall be granted during the period from April 15th through September 30th and such other periods as may be agreed upon by the Union and the Employer. The Employer shall not refuse to schedule a full-time employee's vacation during a particular week solely because it is a week in which one (1) of the named holidays occurs.

(f) A regular full-time employee who is terminated prior to the vacation period for reasons other than just cause, and who is then entitled to one (1) week of vacation by virtue of six (6) months continuous full-time service during his vacation year, shall receive pay for the vacation due him. For each month in excess of six (6) months of continuous full-time service during the vacation year, the employee shall receive one (1) day of vacation pay. Such vacation, if any, shall be computed from the anniversary date of his employment.

(g) In the event the Employer requires a regular full-time employee to take his vacation during a week in which any of the full holidays mentioned in Article XIII hereof shall occur, said employee shall receive an additional day's vacation or an additional day's pay in lieu thereof, at the discretion of the Employer. All premium pay, exclusive of overtime, shall be enjoyed by the employee while on vacation.

(h) The terms of this paragraph shall apply to full-time employees hired prior to October 21, 1999. All regular full-time employees eligible for one (1) week's vacation shall be granted one (1) additional day's vacation with pay which may be taken at the time of their vacation or at a time

during the calendar year mutually agreed upon by the employee and the Employer, or the employee may be paid in lieu thereof, at the discretion of the Employer. All employees eligible for two (2) weeks vacation or more shall be granted two (2) additional days vacation with pay which may be taken at the time of their vacation or a time during the calendar year mutually agreed upon by the employee and the Employer, or the employee may be paid in lieu thereof, at the discretion of the Employer.

(i) Part-time employees who have completed twelve (12) or more consecutive months of employment with the Employer shall be eligible for pro-rata vacations. Pro-rata vacation pay shall be computed on the basis of the total hours worked during the immediately preceding twelve (12) month period divided by the number of weeks worked during the same period.

(j) A regular part-time employee who is terminated prior to the vacation period for reasons other than just cause, and who is entitled to a pro-rata vacation by virtue of twelve (12) months continuous employment with the Employer, shall receive pay for the vacation due.

(k) The terms of this paragraph shall apply to full-time and part-time employees who are:

1. Newly appointed on or after October 21, 1999, or
2. New to the industry/Local 342-50 on or after October 21, 1999.

The terms of this paragraph shall apply to all other newly hired full-time and part-time employees who have industry/Local 342-50 experience for the first thirty-six (36) months of their employment only.

Full-time employees shall receive the following vacation benefits:

| | | |
|----------|---|-----------|
| 1 year | — | 40 hours |
| 3 years | — | 80 hours |
| 12 years | — | 120 hours |

Part-time employees shall receive the following vacation benefits:

| | | |
|----------|---|----------|
| 1 year | — | 15 hours |
| 3 years | — | 30 hours |
| 12 years | — | 60 hours |

(l) All part-time employees appointed to full-time status on or after October 21, 1999 will receive credit for their part-time service with the Employer on a one-for-two (1:2) basis toward the vacation entitlements set forth in paragraph (k) above, including for any waiting periods, provided that in no event shall any such employee receive less vacation entitlement than he/she received prior to his/her full-time appointment. Any vacation entitlement used by the employee during the year while in part-time status will be deducted from his/her full-time entitlement. Employees who were appointed to full-time status between October 21, 1999 and October 23, 2003

shall, upon reaching their first entitlement update after October 23, 2003, have their future vacation entitlement determined pursuant to this paragraph.

ARTICLE XIII

HOLIDAYS

(a) The following holidays shall be enjoyed by those employees hired prior to October 21, 1999:

- New Year's Day
- Washington's Birthday
- Memorial Day
- Fourth of July
- Labor Day
- Presidential Election (full day)
- Thanksgiving Day
- Christmas Day
- Employee's Birthday
- Employee's Anniversary Date of Employment
- Employee's Personal Holidays - two (2) days

(b) The following holidays shall be enjoyed by full-time and part-time employees who are:

1. Newly appointed on or after October 21, 1999, or
2. New to the industry/Local 342-50 on or after October 21, 1999.

The following provisions shall also apply to all other newly hired full-time and part-time employees who have industry/Local 342-50 experience for the first thirty-six (36) months of their employment only.

Full-time employees shall be eligible after six (6) months of continuous full-time service for the following holidays:

- | | |
|----------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Fourth of July | Christmas Day |

- | | | |
|-------------------------------------|---|---|
| After one (1) year of employment | - | one (1) Personal Day Per Year |
| After two (2) years of employment | - | a maximum of two (2) Personal Days Per Year |
| After three (3) years of employment | - | a maximum of three (3) Personal Days Per Year |

Part-time employees shall be eligible after six (6) months of continuous service for the following holidays at four (4) hours holiday pay:

| | |
|----------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Fourth of July | Christmas Day |

After one (1) year of employment – one (1) Personal Day Per Year
 After two (2) years of employment – a maximum of two (2) Personal Days Per Year

(c) All part-time employees appointed to full-time status on or after October 21, 1999 will receive credit for their part-time service with the Employer on a one-for-two (1:2) basis toward the holiday entitlements set forth in paragraph (b) above, including for the waiting periods set forth therein, provided that in no event shall any such employee receive fewer holidays or personal days than he/she received prior to his/her full-time appointment. Any personal days taken by the employee during the year while in part-time status will be deducted from his/her full-time personal days entitlement. Employees who were appointed to full-time status between October 21, 1999 and October 23, 2003 shall, upon reaching their first entitlement update after October 23, 2003, have their future holiday entitlement determined pursuant to this paragraph.

(d) If there is no work to be performed on the above named holidays, the regular full-time employees shall receive their regular weekly wages, providing they worked their regularly scheduled hours in the other days in the holiday week, or their absence is excused in advance by the Employer. Work performed on a holiday by regular full-time employees shall be paid for at time and one-half (1-1/2) the regular hourly rate of pay, in addition to the holiday pay. Employees shall not be compelled to work on holidays, unless the Employer is unable to properly staff a department. In this case, employees shall be required to work and will be called in inverse order of seniority by classification, as provided by paragraph (l), below.

(e) Any time worked except on a holiday by a regular full-time employee in excess of thirty-two (32) hours in a week during a week in which one (1) of the above-named holidays falls shall be paid for at time and one-half (1-1/2) the regular hourly rate of pay.

(f) Regular full-time employees shall be eligible each year for personal holidays as provided above after six (6) or more consecutive months of full-time employment with the Employer. The personal holidays shall be granted on days mutually agreed upon by the employee and the Employer. Only regularly scheduled work days may be selected as personal holidays, and only one (1) employee from a store shall be granted a personal holiday on any one (1) day.

Should the Employer and the employee fail to agree on dates for the personal holidays during any year, the Employer will at its option grant either paid time off or eight (8) hours straight-time pay in lieu of time off for each personal holiday. Such paid time off or pay in lieu of time off shall be granted within two (2) weeks of notification to the Employer by either the employee or the Union that the employee was not granted his personal holidays during the year.

(g) Regular full-time employees shall be eligible for their birthday and their anniversary date of employment as paid holidays. Should the employee's birthday or anniversary date of employment fall on the employee's regularly scheduled day off or another non-working day, the birthday or anniversary date of employment holiday shall be granted on a day mutually agreed upon

by the employee and the Employer. Only one (1) employee from a store shall be granted a birthday or anniversary date of employment holiday on any one (1) day.

(h) All full-time employees, who have worked at least three (3) days of the holiday week in which said holiday occurs shall be paid for said holiday. This shall include temporary full-time employees.

(i) Part-time employees who have completed six (6) or more consecutive months of employment with the Employer and who have worked all of their regularly scheduled hours on the other days in the holiday week, unless their absence is excused in advance by the Employer, shall be eligible for holiday pay for the same holidays as full-time employees, on a pro-rata basis.

An eligible part-time employee shall receive pro-rata holiday pay computed on the basis of one-fifth (1/5) of the average weekly hours worked by him during the five (5) workweeks immediately preceding the holiday.

(j) The Employer shall notify the Union fifteen (15) calendar days prior to each of the holidays observed by the Employer under this Agreement in the event it intends to keep the stores open. If during said fifteen (15) day period the Employer finds that competition is to remain open and it decides to remain open, it shall notify the Union of its intention.

(k) Premium pay and overtime pay shall not be pyramided.

(l) In the event that the Employer's store is open for business on one of the named holidays, the Employer will post a schedule no later than ten (10) days preceding the holiday. The schedule shall list by classification the number of employees required to work the holiday, and schedule such employees on the basis of rotation by classification. Employees who are scheduled but who do not desire to work must so advise the Employer within twenty-four (24) hours of the posting. If the Employer is unable to adequately staff a department, in accordance with the needs set forth in the posted schedule, employees assigned to the store will be required to work, and will be called in inverse order of seniority by classification.

(m) When Christmas Eve and New Year's Eve fall on working days, fifty percent (50%) of the employees shall be excused from work on Christmas Eve one (1) hour before the end of their normal shift without loss of pay, and the other fifty percent (50%) shall be excused from work on New Year's Eve one (1) hour before the end of their normal shift without loss of pay.

(n) A temporary employee shall be eligible to receive a named holiday in the event such holiday falls during the period of the employee's temporary status.

ARTICLE XIV

WELFARE

The Employer agrees to contribute to the Amalgamated Meat Cutters and Retail Food Store Employees Union Welfare Fund Local No. 342, AFL-CIO, for the purposes of providing a program of Health and Welfare benefits as established by the Trustees of its jointly administered Trust Fund,

for each eligible regular full-time employee, beginning with the first day of the month in accordance with the following schedule:

| | | |
|-----------|------------------|---------------------|
| Effective | October 23, 1999 | \$425.50 per month. |
| Effective | January 1, 2000 | \$440.50 per month. |
| Effective | January 1, 2001 | \$450.50 per month. |
| Effective | January 1, 2002 | \$460.50 per month. |
| Effective | January 1, 2003 | \$475.00 per month. |

Effective January 1, 2003, if the Trustees deem it necessary to maintain a cash reserve of six (6) months, they shall be empowered to require the contributing Employer to pay an additional monthly full-time contribution of up to Twenty-Five Dollars (\$25.00). The Employer shall not be required to make contributions in excess of those set forth above during the term of this Agreement, except in the instance where contributions to the Welfare Fund are increased in an amount corresponding to the suspension or reduction of contributions to any other trust fund described in this agreement. In the event income to the Welfare Fund must be increased in order to maintain the current level of benefits, the matter will be referred to the Trustees for resolution. In no event, however, shall bargaining unit members be obligated to make employee contributions to the said Fund.

For each Extra Journeyman / B Journeyman Butcher working an eight (8) hour day the Employer agrees to contribute Three Dollars (\$3.00) per day.

(a) For a newly hired full-time employee on whose behalf another Employer made contributions to the Local 342 Welfare Fund during the six (6) months immediately preceding his date of hire, the Employer will make contributions in his behalf at the rates set forth above, commencing with the first (1st) day of the calendar month following the date of his hire.

(b) For a newly hired regular full-time employee on whose behalf contributions to the Local 342 Welfare Fund were not made by another Employer during the six (6) months immediately preceding his date of hire, the Employer will make contributions at the rates set forth above on the first (1st) day of the calendar month following completion of six (6) consecutive months of full-time employment.

(c) For a full-time employee who is transferred from another retail union of the New York-New Jersey Butchers District Council to Local 342 and who at the time of transfer is covered by the Welfare Fund of the Local Union from which he is being transferred, the Employer will make contributions in his behalf at the rates set forth above, commencing on the first (1st) day of the calendar month following completion of thirty (30) days of full-time employment.

(d) The Employer agrees to cover the employees, at no cost to the employees, for Sickness and Accident Insurance as required by the New York State Disability Law.

(e) The Employer will cooperate with the Union in the formation of an Alcohol Rehabilitation program.

(f) The Employer agrees that when the Mobile Medical program is instituted, it will provide the necessary paid time for its employees to utilize said program.

(g) The parties agree that a portion of the contribution to the Welfare Fund on behalf of full-time employees shall be used for the purpose of providing supplemental insurance benefits to employees disabled as a result of on-the-job injury and certified by Workmen's Compensation.

(h) The Employer shall continue contributions to the Local No. 342 Welfare Fund for a period not to exceed six (6) months for an employee who is on authorized sick leave, and for a period not to exceed twelve (12) months for an employee who is being paid Workmen's Compensation benefits due to an injury on the job.

(i) The Employer agrees to continue to contribute to the Amalgamated Meat Cutters and Retail Food Store Employees Union Welfare Fund, Local No. 342, AFL-CIO for each part-time employee on the Employer's payroll who has completed six (6) months employment in accordance with the following schedule:

| | | |
|-----------|------------------|--------------------|
| Effective | October 23, 1999 | \$15.00 per month |
| Effective | January 1, 2000 | \$20.00 per month. |
| Effective | January 1, 2003 | \$20.00 per month. |

(j) The Employer agrees to be bound by the Agreement and Declaration of Trust as may be amended establishing the Welfare Fund including the provisions for the collection of contributions.

(k) The contribution to the Welfare Fund shall be remitted by the Employers on or before the twentieth (20th) day of each month. Upon the failure of the Employer to make contributions within thirty (30) days of the date due, the Trustees shall be entitled at their sole option to take any actions permitted by this Agreement, by agreements and declarations of trust establishing the funds or by law to collect said contributions.

ARTICLE XV PENSION PLAN

(a) The Employer agrees to contribute to the Amalgamated Meat Cutters and Retail Food Store Employees Union Pension Fund, Local 342, AFL-CIO, for the purpose of providing a program of pension benefits as established by the Trustees of its jointly administered Trust Fund, the sum of Seventy-Four Dollars (\$74.00) per month for each eligible full-time employee effective November 1, 1999.

The parties agree that contributions to the Pension Fund shall be deductible in full for the Employer's taxable year with respect to which the contribution is made. The determination as to deductibility shall be based on information reasonably available concerning the funding status of the Pension Fund at the time the contribution would be due. In the event that the contributions set forth in this Article are not deductible, the obligation to make said contributions to the Pension Fund will

be suspended and the Employer shall contribute an equal amount to the Welfare Fund described at Article XIV above.

The parties agree that the schedule of contributions hereinabove set forth shall provide for eligible employees at normal retirement a maximum pension benefit of Eight Hundred Dollars (\$800.00) per month after thirty (30) years of service. The following benefits in the Pension Plan will be effective:

1. Said pension benefit shall be based upon a normal retirement age of sixty-two (62) with the number of years of service to determine the level of benefits.

2. A service pension of Eight Hundred Dollars (\$800.00) per month will be payable upon fulfillment of the following requirements:

(i) Attainment of age fifty-five (55), and

(ii) Completion of thirty (30) years of service.

3. A monthly pension benefit in excess of Eight Hundred Dollars (\$800.00) per month will be accrued for each year of service in excess of thirty (30) years, without limit.

(i) The Employer will commence contributions to the Pension Fund for regular full-time employees on the first (1st) day of the calendar month following their completion of thirty (30) days of employment.

(ii) For each Extra Journeyman Meat Cutter working an eight (8) hour day for the Employer, the Employer agrees to contribute to the aforesaid Fund Three Dollars (\$3.00) per day.

(b) The Employer agrees to make contributions to the Amalgamated Meat Cutters and Food Store Employees Union Pension Fund, Local 342, AFL-CIO, to provide a part-time pension benefit as determined by the Trustees of such Fund. Contributions in the amount of Twenty Dollars and Ninety-Four Cents (\$20.94) per month shall be made for each part-time employee the first (1st) of the month following the completion of three (3) continuous months of employment.

(c) A lump sum payment in an amount to be determined by the Trustees of the Amalgamated Meat Cutters and Food Store Employees Union Pension Fund, Local 342, AFL-CIO, may be granted to eligible retirees and beneficiaries during the term of the Agreement if the Trustees determine it is prudent to do so.

(d) The Employer agrees to be bound by the Agreement and Declaration of Trust as may be amended establishing the Pension Fund including the provisions for the collection of contributions.

(e) The parties and the Trustees of the Amalgamated Meat Cutters and Retail Food Store Employees Union Pension Fund, Local 342, AFL-CIO, will execute an agreement to freeze the

accrual of future service benefits under the Plan and to amortize the unfunded vested liability over fifteen (15) years and all Employers covered by this Agreement shall also be obligated to sign this document.

(f) Paragraphs (a) through (d) describe the summary of the Plan and required contributions to the Amalgamated Meat Cutters and Retail Food Store Employees Union Pension Fund, Local 342, AFL-CIO. Effective December 31, 1995, the Plan's benefits shall be frozen and no further accruals shall be credited to employees covered under the Plan. The plan shall be further revised so as to provide a past service benefit of Forty Dollars (\$40.00) per month per year of service for all service prior to January 1, 1996.

(g) Effective January 1, 2000, the Employer will make the following contributions for each full-time and part-time employee to the United Food and Commercial Workers International Union and Industry Pension Fund per month:

\$193.50 per month per full-time employee after thirty (30) days of continuous employment.

\$9.06 per month per part-time employee after three (3) months of continuous employment.

The Employer shall sign the appropriate Participation Agreements required by the United Food and Commercial Workers International Union and Industry Pension Fund.

The above contributions shall be used to purchase a Fifty Dollar (\$50.00) future service benefit for all eligible full-time participants and a Six Dollar (\$6.00) future service benefit for all eligible part-time participants.

The company will provide information and availability to participate in a 401(k) Plan to all employees covered by this agreement.

ARTICLE XVI

SAFETY-EDUCATION-CULTURAL FUND

The Employer agrees to contribute to the Amalgamated Meat Cutters and Retail Food Store Employees Union Safety-Education-Cultural Fund Local No. 342, AFL-CIO on behalf of each regular full-time employee on the first (1st) day of the calendar month following completion of six (6) consecutive months of full-time employment in accordance with the following schedule:

| | | |
|-----------|------------------|-------------------|
| Effective | October 23, 1999 | \$ 8.00 per month |
| Effective | January 1, 2000 | \$10.00 per month |
| Effective | January 1, 2002 | \$12.00 per month |

For a newly hired full-time employee on whose behalf another employer made contributions to the Local 342 Safety-Education-Cultural Fund during the six (6) months immediately preceding his date of hire, the Employer will make contributions on his behalf at the rates set forth above, commencing with the first (1st) day of the calendar month following the date of his/her hire.

The Employer agrees to contribute to the Amalgamated Meat Cutters and Retail Food Store Employees Union Safety-Education-Cultural Fund Local 342, AFL-CIO, the sum of Eight Dollars (\$8.00) per month on behalf of each regular part-time employee on the first (1st) day of the calendar month following completion of six (6) months employment in accordance with the following schedule:

| | | |
|-----------|------------------|-------------------|
| Effective | October 23, 1999 | \$ 8.00 per month |
| Effective | January 1, 2000 | \$10.00 per month |
| Effective | January 1, 2002 | \$12.00 per month |

It is understood and agreed that the Safety-Education-Cultural Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service.

The Employer agrees to be bound by the Agreement and Declaration of Trust as may be amended establishing the Safety-Education-Cultural Fund including the provisions for the collection of contributions.

ARTICLE XVII LEGAL FUND

The Employer agrees to contribute to the Amalgamated Meat Cutters and Retail Food Store Employees Union Legal Fund Local No. 342, AFL-CIO, the sum of Two Dollars (\$2.00) per month on behalf of each regular employee on the first (1st) day of the calendar month following completion of six (6) consecutive months of employment.

For a newly hired full-time employee on whose behalf another employer made contributions to the Local 342 Legal Fund during the six (6) months immediately preceding his date of hire, the Employer will make contributions on his behalf at the rates set forth above, commencing with the first (1st) day of the calendar month following the date of his hire.

It is understood and agreed that the Legal Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service.

The Employer agrees to be bound by this Agreement and Declaration of Trust as may be amended establishing a closed panel, representative Legal Fund including the provisions for the collection of contributions.

ARTICLE XVIII NO STRIKE OR LOCKOUTS

There shall be no cessation of work, no strikes, no picketing or other interference with the operation of the Employer or lockouts for any cause whatsoever during the life of this Agreement. The provisions of this paragraph shall be inoperative in the event that the Employer is delinquent in making contributions to either the Welfare, Pension, Safety-Education-Cultural or Legal Funds in accordance with the applicable Trust Agreements.

No employee shall be disciplined or discharged for refusal to cross a legal picket line directed against the Employer in its capacity as a primary employer.

ARTICLE XIX

DISCHARGES AND DEMOTIONS

No regular employee who has passed his probationary period may be discharged except for proper cause, provided, however, that within seventy-two (72) hours the Employer shall notify the Union by mail of the discharge of such employee setting forth the reasons therefor.

(a) The Union may, not later than five (5) days after receipt of written notice of such discharge, challenge same through the grievance procedure herein provided and if not settled through the grievance procedure, the matter may be submitted to arbitration in the manner herein provided.

(b) No Department Head may be demoted without written notice and prior discussion with the Union. In the event of demotion, the Employer may 1) give the Department Head two (2) weeks' pay in lieu of two (2) weeks notice to the Union, or 2) by mutual agreement with the Union, demote such Department Head to prior classification and pay him at the rate set forth in Schedule "A" provided the demotion is for proper cause. The former Department Head may elect to accept two (2) weeks' pay and terminate his/her employment rather than accept a demotion.

(c) Any Department Head desiring a voluntary change of classification shall not be required to continue as Department Head for any period longer than necessary to secure a suitable replacement by the Employer. In the event that the Department Head feels the time period he is required to remain is excessive, it shall be subject to Grievance Procedure.

ARTICLE XX

NOTICES

The Employer will give one (1) week's written notice on any permanent layoff to the Union, and two (2) weeks' notice for Meat Department Heads.

The Employer will notify the Union two (2) weeks in advance of the actual closing of a store, unless the closing is caused by circumstances beyond the Employer's control.

ARTICLE XXI

TRANSFERS

(a) Full-time permanent transfers from a store shall be made on the basis of company seniority, within the store by classification except where mutually agreed upon by the Employer and employee, and prior notice given to the Union for other than a seniority transfer.

(b) All temporary transfers shall be based on seniority and rotated except where mutually agreed upon by the Employer and the employee. Also prior notice given to the Union for other than a seniority transfer.

(c) Employees transferred to Summer points shall be transferred back to their respective stores as soon as possible after Labor Day unless mutually agreed upon between the Employer and the employee and notice given to the Union.

(d) Those employees who are transferred more than fifteen (15) miles from their assigned store in cases of temporary transfers shall receive Three Dollars (\$3.00) per day travel pay.

(e) In the event a transfer in a store is necessary, the First Cutter shall have seniority, separate and apart from the other classifications.

Tolls paid in the case of temporary transfers shall be reimbursed regardless of mileage.

ARTICLE XXII

EMPLOYEE MEETINGS

For those employees who are requested to attend meetings for the convenience of the Employer, the following is agreed upon:

(a) The Employer agrees to notify the Union in advance of such meetings.

(b) The Employer agrees to the Travel Pay Provision for such meetings.

(c) The Employer agrees to pay for time spent by the employee in attendance at all meetings held for the convenience of the Employer during or after the regular work schedule as provided in the Agreement.

ARTICLE XXIII

GRIEVANCE PROCEDURE AND ARBITRATION

Should differences arise between the Union and its members and the Employer as to the interpretation, application or enforcement of any of the provisions of this Agreement, except differences which arise involving contributions to the Welfare, Pension, Safety-Education-Cultural or Legal Funds, they shall be handled in the following manner:

(a) The aggrieved employee and Steward or Union Representative of the Union, or either, may not later than thirty (30) days following the occurrence of the grievance, present and discuss same with the Store Manager or such other person designated by the Employer. If not presented within thirty (30) days of its occurrence, the grievance shall be considered waived.

(b) If not settled at the store level, the Union Representative may then present the grievance in writing to the Employer's Personnel Manager or other designated representatives. An answer to the grievance shall be submitted in writing to the Union not more than three (3) days after its presentation.

(c) Arbitration

1. Upon receipt of an answer to the grievance as set forth in Section b of Article XXIII above, the aggrieved shall notify the other party in writing within five (5) calendar days of its intent to arbitrate and so notify either the designated member of the arbitration panel or the American Arbitration Association as provided below.

2. In the event of a dispute involving solely the issue of the discharge of an employee, the following procedure shall be followed:

(i) A single arbitrator shall be selected on a rotating basis from a qualified panel jointly designated by the Employer and the Union.

(ii) Upon notification, the arbitrator shall schedule the matter for a hearing no later than seven (7) calendar days from the date of notification, except that a longer period may be provided for upon the mutual agreement of the parties.

(iii) The arbitrator shall have up to seven (7) calendar days from the close of hearing to render an award, except that a shorter or longer period may be set by mutual agreement of the parties.

3. In the event of any other type of dispute, the parties may by mutual agreement utilize the procedures set forth above. In the event they fail to so agree, then such dispute will be resolved pursuant to the procedure for voluntary labor arbitration established by the American Arbitration Association.

4. In all arbitration proceedings, the following shall apply:

(i) The arbitrator shall not have the power to add to, delete from or modify the provisions of this Agreement.

(ii) The decision of the arbitrator shall be final and binding upon both parties.

(iii) The cost of arbitration shall be shared equally between the Employer and the Union.

(d) This Agreement shall not vest or create in any employee or group of employees any rights or privileges which they or any of them could enforce. All rights, including the rights of enforcement of the provisions of this Agreement and remedies for breach thereof by the Employer, shall rest solely with the Union.

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ARTICLE XXIV

UNLOADING OF TRUCKS

If the Union claims that the unloading of a truck for the purpose of putting meat and other items from the truck into the icebox is an undue hardship for any employee, and if an agreement is not reached between the Employer and the Union with reference to the handling of this situation, then and in that event, the Union may treat this matter as a grievance to be settled pursuant to the grievance and arbitration procedure herein provided.

ARTICLE XXV

UNION VISITATIONS

Representatives of the Union shall have the right to visit any of the Employer's places of business at any time during normal working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no interruption of or interference with the Employer's business.

ARTICLE XXVI

DEPARTMENT STEWARDS

The Union may elect or appoint one (1) Department Steward in each store covered by this Agreement. There shall be no transfer of Department Stewards without prior discussion with the Union, unless there are less than five (5) employees covered by this Agreement. In the event the Union disagrees, the issue shall be subject to the grievance procedure. The Employer shall be notified of the election or appointment of such Department Stewards.

The Employer will, with adequate notice, arrange for not more than one (1) Shop Steward from each store to have a scheduled day off once each year with eight (8) hours straight-time pay for the purpose of attending the Local 342 Shop Stewards' Conference, said conference to be scheduled in a week other than a holiday week.

ARTICLE XXVII

BULLETIN BOARDS AND NOTICES

The Union shall be permitted to install a Bulletin Board in each department covered by this Agreement, and a place card at or around the time clock in all areas of the store.

The Employer will advise the Union in advance of the distribution of any notice to its employees.

ARTICLE XXVIII

PRIOR PRIVILEGES

The Employer agrees that any conditions other than those set forth in the Agreement and enjoyed by the employees in the Employer's employ, shall be continued in effect on behalf of such employees.

ARTICLE XXIX

SICK LEAVE

(a) All regular full-time employees hired prior to October 21, 1999 shall, after completing six (6) consecutive months of full-time employment with the Employer, be eligible to receive in a year a maximum of nine (9) days sick leave with pay computed on the employee's base work week rate and hours.

(b) The following provisions shall apply to full-time and part-time employees who are:

1. Newly appointed on or after October 21, 1999, or
2. New to the industry/Local 342-50 on or after October 21, 1999.

The following provisions shall also apply to all other newly hired full-time and part-time employees who have industry/Local 342-50 experience for the first thirty-six (36) months of their employment only.

Full-time employees shall be eligible for the following sick leave after six (6) months of continuous full-time service:

- after six (6) months – three (3) days during sick leave year
- second (2nd) year – a maximum of five (5) days during sick leave year
- thereafter – a maximum of seven (7) days during sick leave year

Part-time employees shall be eligible for the following sick leave after two (2) years of continuous service:

- after two (2) years – twelve (12) hours during sick leave year
- after three (3) years – sixteen (16) hours during sick leave year
- after four (4) years – twenty (20) hours during sick leave year

(c) All part-time employees appointed to full-time status on or after October 21, 1999 will receive credit for their part-time service with the Employer on a one-for-two (1:2) basis toward the sick leave entitlements set forth in paragraph (b) above, including for any waiting periods, provided that in no event shall any such employee receive less sick leave entitlement than he/she received prior to his/her full-time appointment. Any sick leave entitlement used by the employee during the sick leave year while in part-time status will be deducted from his/her full-time entitlement. Employees who were appointed to full-time status between October 21, 1999 and October 23, 2003 shall, upon reaching their next sick leave year after October 23, 2003, have their future sick leave entitlement determined pursuant to this paragraph.

(d) All eligible regular full-time employees hired prior to October 21, 1999 shall be eligible to receive three (3) additional days of sick leave with pay in each sick leave year, however, said additional three (3) sick leave days shall be granted only as actual sick leave after the employee's annual entitlement of nine (9) days has been used as sick leave and shall not be

accumulated or reimbursable as pay for unused sick leave. The sick leave year shall commence on the following dates: February 6, 2000, February 4, 2001, February 3, 2002 and February 2, 2003.

(e) All regular full-time employees in the continuous full-time employ of the Employer during the entire period specified in the first paragraph of Article XX of the Agreement dated April 21, 1961, between the parties hereto shall continue to be eligible to receive the additional day of sick leave with pay for which they may theretofore have been eligible under the Employer's former plan, if any.

(f) Those employees who are in the employ of the Employer on the last day of each sick leave year and who were in the Employer's employ in a full-time capacity for six (6) months or more during the sick leave year shall be paid for sick leave on a pro-rata basis for which they were eligible but did not use, except for those additional sick leave days described in Paragraph (b) hereinabove.

The aforesaid provision shall also apply to employees with six (6) or more months of full-time employment with the Employer and who are laid off because of lack of work.

Sick leave shall not be cumulative. The Employer agrees that all unused sick leave shall be paid for within fifteen (15) days of the expiration of the sick leave year.

(g) All regular part-time employees shall after completing one (1) or more years of continuous employment with the Employer be eligible to receive in a year sick leave pay, on a pro-rata basis, as follows:

- three (3) scheduled work days if more than one (1) year's service
- four (4) scheduled work days if more than two (2) years' service
- five (5) scheduled workdays if more than three (3) years' service

Sick leave pay for regular part-time employees, as described hereinabove shall not be accumulated or reimbursable as pay for unused sick leave.

ARTICLE XXX

FUNERAL LEAVE

(a) Regular full-time employees shall be entitled to paid funeral leave not to exceed three (3) days for all work days lost from the day of death through the day of burial of a member of the immediate family. The employee's working day off is not to be computed as part of funeral leave. The immediate family is defined as the spouse, child, sister, brother, parent or spouse's parent and grandchild, and stepparent.

(b) Regular full-time employees shall be entitled to paid funeral leave of one (1) day for a death in other than the immediate family. Other than the immediate family is defined as the grandparent, nephew, niece, brother-in-law and sister-in-law.

(c) In the event a part-time employee hired on or before October 17, 1992 is not covered in his/her other employment for a funeral leave benefit, he/she shall be paid for four (4) hours at

straight time for any scheduled hours lost due to his/her attendance at the funeral of his/her spouse, child or parent.

ARTICLE XXXI

JURY DUTY

(a) The Employer shall grant to each full-time employee on jury duty the difference between the employee's regular straight-time earnings, including regular shift premium, if any, and the juror's fee paid to the employee. When an employee on jury duty has served five (5) days during the week, he shall not be required to work on Saturday. When an employee is excused from jury duty, he shall be obliged to return to the store for his normal day's work whenever reasonably possible.

(b) The Employer will pay to the full-time employee the regular straight-time weekly earnings, including regular shift premiums. The full-time employee will then return to the Employer the fee paid to the employee for attendance as a juror.

(c) Any employee volunteering for jury duty service, shall, in order to receive jury duty pay, obtain prior approval from the Employer. Voluntary jury duty pay shall be limited to a maximum of ten (10) days.

(d) All compensable jury duty will be limited to thirty (30) days per employee during the term of this Agreement.

ARTICLE XXXII

UNIFORMS AND TOOLS

The Employer agrees to furnish and supply all its employees without cost, laundered aprons and uniforms and such tools as are necessary in the discharge of their work and also service such tools at no cost to the employees.

ARTICLE XXXIII

FIRST AID KITS

The Employer agrees that every store covered by this Agreement shall have as part of its equipment a First Aid Kit for the use of its employees covered by this Agreement.

ARTICLE XXXIV

SAFETY

The Employer will cooperate with the Union in the joint operation of the Safety Committee which meets regularly and which consists of members of Management and Union Representatives.

(a) Full-time employees will be granted time to attend Safety Training Programs under the sponsorship of the Safety Committee and they shall be paid for two and one-half (2-1/2) hours at straight-time, for time spent attending such Training Programs.

(b) The Employer further agrees that it will comply with the Union in programs relating to the health and safety of employees in the bargaining unit and will take the necessary steps for the purpose of improving safety conditions for its employees.

(c) The Employer agrees to provide a sufficient period of time on a monthly basis to the designated Shop Steward or Union member for the purpose of conducting a Safety and Health inspection of the work place. Said inspection will take place jointly with the designated company representative with reports filed with the Employer and the Union.

(d) The Employer agrees to cooperate in establishing a Safety Program for part-time employees. Such a program will include but not limit the distribution of educational materials.

(e) The Employer will cooperate in advising the Union prior to the introduction of all new work processes and substances.

(f) The Employer has agreed to provide whatever personal protective equipment is agreed upon at no cost to the employees. Protective equipment such as mesh gloves and mesh aprons will be provided by the Employer on an individual basis upon request by the employee and where requested by the Union.

(g) The Employer agrees to provide available statistical information pertaining to the rate of occupational injuries and illnesses. Said statistical information shall include safety checklists and employee accident reports.

(h) The Employer agrees to provide safe and healthy work places at each of its locations.

(i) The Employer agrees to use cool rod type systems or mechanical devices in wrapping operations.

(j) The Employer agrees that where boxes weigh over one-hundred (100) pounds on a continuing basis, it will make every effort to work with its suppliers to see that box weights are reduced to below one-hundred (100) pounds.

ARTICLE XXXV

LEAVE OF ABSENCE

Employees shall be granted the following leaves of absence:

NATIONAL GUARD SERVICE AND RESERVES:

Any employee who is a member of an organized reserve program or in the National Guard shall be eligible for a two (2) week leave of absence (subject to extension in exceptional cases) without pay. Such leave may be in addition to the employee's regularly scheduled vacation period, in order that the employee may participate in the military training required by such organizations.

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Any employee who wishes to use his regular vacation period for military absence shall be paid in accordance with the regular vacation procedure.

All notices for any military leave of absence must be submitted in writing at least two (2) weeks prior to start of leave.

MILITARY SERVICE:

When an employee is called into Service he shall be paid his earned vacation pay at the time of induction. After his return he shall receive a vacation prorated according to the number of months worked in that calendar year.

The rate of pay for a returned veteran shall be in accordance with the veteran's re-employment rights. No accumulated time toward progression increases will be credited during Military Service. Upon the return the employee will be granted all general increases.

UNION OFFICERS:

Employee's hereafter elected or appointed to full-time or part-time Union office shall be granted a leave of absence for the term of their office. Such employees who apply to the Employer within thirty (30) days after termination of union office shall be restored to their former or equivalent job, without loss of seniority but without accumulating seniority during the leave of absence period.

ARTICLE XXXVI

INJURY ON THE JOB

(a) All employees who are injured on the job and who after treatment for the injury are directed by a licensed medical doctor or by a hospital not to continue work shall be paid straight-time for the completion of their scheduled shift for the day on which the injury occurred, which shall not be charged to sick leave.

(b) The Employer agrees not to separate, any employee from employment while said employee is on leave, under compensation, relating to an on-the-job accident, which leave is less than eighteen (18) months in duration. After eighteen (18) months of such leave, an employee may be separated from employment after two (2) weeks' written notice to the employee and the Union, subject to the grievance procedure. The Employer agrees to continue contributions to provide hospitalization benefits for said employee for the period of one (1) year.

(c) The employee while on compensation, after six (6) months will accrue no credit toward vacation, holidays, progression increases or any other benefits other than hospitalization, but subject to the provisions of paragraph (b) above, the employee's job will remain available until such time as he is determined by his physician to be fit to return to work, and resume his full duties at which time he must report to work the next scheduled workweek or forfeit his right to employment.

(d) The Employer agrees to submit to the Union, once a week, a list of employees

who have lost time due to an injury on the job provided such injury has been reported to the Employer.

(e) An employee who brings the written notification that requires his attendance at a Workers' Compensation hearing to the attention of the Employer, shall have his schedule changed to allow attendance at the hearing on his day off, provided such notification is made no less than one (1) week prior to the date of the hearing.

ARTICLE XXXVII MEAT WRAPPING ROOMS

Approximately fifty degrees (50°) temperature shall be maintained in the Employer's meat wrapping rooms. The Employer recognizes the necessity for maintaining such temperature in order to provide a safe and healthy place for its employees to work. Where abuses of this requirement are reported, the Employer shall be obligated to correct the condition.

ARTICLE XXXVIII AMENDMENT

(a) If any provision or part thereof of this Agreement is in conflict with any applicable Federal or State law or regulation, or its interpretation or application, such provision shall be deemed to be deleted from this Agreement or shall be deemed to be in effect only to the extent permitted by such law or regulation. In the event that any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect. Any provision in this Agreement not deemed to be in compliance with appropriate law may be revised by the parties in order to effect the intent of the Agreement as may be permitted by existing legislation.

(b) If the Union and any Employer enter into an agreement containing for any job classification any wage rate, benefit, fringe and/or other condition that is less than that contained herein, this Agreement will automatically be deemed amended to substitute such lesser wage rate, benefit, fringe and/or other condition.

ARTICLE XXXIX SUCCESSORS

This Agreement and the conditions and covenants contained herein shall be binding upon the successors and assigns of the parties hereto and none of the provisions, terms, conditions, covenants or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or be affected, modified, altered or changed in any respect whatsoever by a change of any kind in the legal status, ownership, management or affiliation of either party hereto.

This Agreement shall be deemed binding upon the parties hereto, their successors, administrators, executors and assigns, where said operation is taken over entirely or in part by sale, lease, transfer, assignment, receivership or bankruptcy proceedings for the life thereto.

It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. A sale resulting from a Court order or as a result of the obligation of the bankruptcy statutes shall be deemed to be within the terms of this provision.

In the event of a successorship as contemplated by the terms of this section it shall be the duty of the Employer to give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or in part thereto. Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor, lessor executes a contract or transaction as herein described or is made aware of the contemplated sale as a result of a Court order or direction. The Local Union shall also be advised of the exact nature of the transaction, not including financial details. In the event the Employer fails to require the successor, as defined herein, to assume the obligations of this Agreement, the Employer (including partners thereto) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement until such time as the successor agrees to assume the obligations of this Agreement.

ARTICLE XL

NO INDIVIDUAL AGREEMENT

(a) This contract sets forth the entire understanding and agreement of the parties and may not be modified in any respect except by writing subscribed to by the parties. Nothing in this contract shall be construed as requiring either party hereto to do or refrain from doing anything not explicitly and expressly set forth in this contract; nor shall either party be deemed to have agreed or promised to do or refrain from doing anything unless this contract explicitly or expressly sets forth such agreement or promise.

(b) CREDIT UNION PARTICIPATION: In the event the Employer's employees desire the Employer to deduct from their wages specific sums of money to be forwarded to the Local 342 Federal Credit Union on behalf of said employees and the Employer has facilities to effect such deductions, employees who so desire may enter into agreements with the Employer to make such periodic deductions to be forwarded to the Local 342 Federal Credit Union.

ARTICLE XLI

TERMINATION

This Agreement shall become effective as of the 23rd day of October 1999, and the term thereof shall continue through the 22nd day of October 2003.

Either party desiring to modify or terminate this Agreement at its expiration shall give written notice to the other party at least sixty (60) days prior to October 22, 2003, and negotiations for a new agreement shall begin as soon thereafter as practicable. This contract supersedes all existing contracts and agreements between the Union and the Employer.

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

WALDBAUMS SUPERMARKET, INC.

UNITED FOOD AND COMMERCIAL
WORKERS LOCAL 342-50, AFL-CIO

(Signature)

(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

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SCHEDULE "A"

SECTION I - GENERAL INCREASES

A. All regular full-time employees on the Employer's payroll as of October 23, 1999, shall receive the following general wage increases per week. All regular full-time employees hired or appointed on or after October 24, 1999, in progressions shall receive the following general wage increases per week only after they have reached the top of their progression scale.

| | <u>10/24/99</u> | <u>10/22/00</u> | <u>4/22/01</u> | <u>10/21/01</u> | <u>4/21/02</u> | <u>10/20/02</u> | <u>4/20/03</u> |
|--|-----------------|-----------------|----------------|-----------------|----------------|-----------------|----------------|
| Meat Department Heads | \$25 | \$20 | \$15 | \$15 | \$10 | \$10 | \$10 |
| Journeyman Meat Cutters B Journeyman Meat Cutters | \$25 | \$15 | \$10 | \$15 | \$10 | \$10 | \$10 |
| B Apprentice Meat Cutters | \$25 | \$15 | \$10 | \$15 | \$10 | \$10 | \$10 |
| Delicatessen & Seafood Department Heads | \$25 | \$15 | \$10 | \$15 | \$10 | \$10 | \$10 |
| Weighers & Wrappers Delicatessen & Seafood Department Clerks | \$15 | \$15 | \$10 | \$15 | \$10 | \$10 | \$10 |

B. All regular part-time employees on the Employer's payroll as of October 23, 1999, shall receive the following general wage increases per hour. All regular part-time employees hired or appointed on or after October 24, 1999, in progressions shall receive the following general wage increases per hour only after they have reached the top of their progression scale.

| | <u>10/24/99</u> | <u>04/23/00</u> | <u>10/22/00</u> | <u>04/22/01</u> | <u>10/21/01</u> | <u>04/21/02</u> | <u>10/20/02</u> | <u>04/20/03</u> |
|--|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | 25¢ | 15¢ | 25¢ | 15¢ | 25¢ | 20¢ | 25¢ | 25¢ |

C. The following minimum base weekly wage rates are applicable to all regular full-time employees on the positions listed, for the duration of the Agreement:

| | <u>10/24/99</u> | <u>10/22/00</u> | <u>04/22/01</u> | <u>10/21/01</u> | <u>04/21/02</u> | <u>10/20/02</u> | <u>04/20/03</u> |
|--------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Meat Department Heads | \$945 | \$965 | \$980 | \$995 | \$1,005 | \$1,015 | \$1,025 |

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| | | | | | | | |
|--|----------|----------|----------|----------|----------|----------|----------|
| Journeyman Meat Cutters | \$881 | \$896 | \$906 | \$921 | \$931 | \$941 | \$951 |
| B Journeyman Meat Cutters | \$704.00 | \$716.80 | \$724.80 | \$736.80 | \$744.80 | \$752.80 | \$760.80 |
| Deli-Appy and Seafood Dept Heads (prior to 10/21/95) | \$800 | \$815 | \$825 | \$840 | \$850 | \$860 | \$870 |
| Weighers and Wrappers, Deli-Appy, Seafood Dept Clerks (prior to 09/25/83) | \$755 | \$770 | \$780 | \$795 | \$805 | \$815 | \$825 |

D. Extra Journeyman Meat Cutters

The following wage rates per eight (8) hour workday are applicable to all Extra Journeyman Meat Cutters for the term of this Agreement:

| | | | | | | |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <u>10/24/99</u> | <u>10/22/00</u> | <u>04/22/01</u> | <u>10/21/01</u> | <u>04/21/02</u> | <u>10/20/02</u> | <u>04/20/03</u> |
| \$176.20 | \$179.20 | \$181.20 | \$184.20 | \$186.20 | \$188.20 | \$190.20 |

E. Delicatessen-Appetizing and Seafood Department Heads

The minimum base weekly wage rate for all regular full-time Delicatessen-Appetizing and Seafood Department Heads hired or appointed on or after October 24, 1999, shall be Six Hundred Dollars (\$600.00) or Thirty Dollars (\$30.00) above the employee's former wage rate, whichever is higher.

F. B Apprentice Meat Cutters/B Journeymen Meat Cutters

B Apprentice Meat Cutters shall be hired at a minimum rate of no less than Three Hundred and Twenty-Five Dollars (\$325.00) per week. Thereafter, these employees shall receive a progression wage increase of Thirty-Five Dollars (\$35.00) per week on each six (6) month anniversary of their dates of hire or appointment. At the end of forty-two (42) months, these employees shall be deemed B Journeymen Meat Cutters and shall be paid at eighty percent (80%) of the applicable Journeyman Meat Cutter rate as stated in Section II C above. B Apprentice Meat Cutters hired or appointed prior to October 24, 1999 shall receive the general increases set forth in Schedule 1A above in addition to the six (6) month progression increases.

Extra B Apprentice Meat Cutters shall be paid for eight (8) hours times the applicable hourly rate set forth in above scale.

G. Regular full-time Weighers and Wrappers, Delicatessen-Appetizing, Seafood Department Clerks

Regular full-time Weighers and Wrappers, Delicatessen-Appetizing, Seafood Department Clerks, on the Employer's payroll on October 23, 1999, shall receive a Twenty Dollar (\$20.00) per week increase on their six (6) month anniversary of their dates of hire or full-time appointments, provided their weekly wages do not exceed the following: 10/24/99 - \$595.00; 10/22/00 - \$610.00; 04/22/01 - \$620.00; 10/21/01 - \$635.00; 04/21/02 - \$645.00; 10/20/02 - \$655.00; 04/20/03 - \$665.00.

In no event shall any of the aforesaid progression wage increases bring the employee's new base weekly wage rate in excess of the established Weighers and Wrappers, Delicatessen-Appetizing, Seafood Department Clerks, rate as established under Paragraph (1) above.

Full-time Weighers and Wrappers, Delicatessen-Appetizing, Seafood Department Clerks, hired or converted to full-time on or after October 24, 1999, shall receive no less than Three Hundred and Twenty-Five Dollars (\$325.00) per week after four (4) weeks of continuous full-time service. In addition, these employees shall receive a Twenty-Five Dollars (\$25.00) per week wage increase on each six (6) month anniversary of their dates of hire or full-time appointments, provided their weekly wages do not exceed the following: 10/24/99 - \$595.00; 10/22/00 - \$610.00; 04/22/01 - \$620.00; 10/21/01 - \$635.00; 04/21/02 - \$645.00; 10/20/02 - \$655.00; 04/20/03 - \$665.00.

Experienced employees hired on or after October 24, 1999, who are paid in excess of the above rates, shall receive the general increases set forth in Section IA above.

H. Part-time Employees (Except Journeymen Meat Cutters)

All part-time employees on the Employer's payroll on October 11, 1986 shall not exceed the following hourly rates:

| <u>10/24/99</u> | <u>04/23/00</u> | <u>10/22/00</u> | <u>04/22/01</u> | <u>10/21/01</u> | <u>04/21/02</u> | <u>10/20/02</u> | <u>04/20/03</u> |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| \$12.45 | \$12.60 | \$12.85 | \$13.00 | \$13.25 | \$13.45 | \$13.70 | \$13.95 |

Providing their hourly rates do not exceed the established hourly rate, such part-time employees shall receive a progression wage increase not to exceed Twenty Cents (20¢) per hour on the following dates: 6/30/00, 12/29/00, 6/29/01, 12/28/01, 6/28/02, 12/27/02, and 6/27/03 plus all general increases, when eligible.

Effective October 24, 1999, part-time employees shall be hired at a minimum rate of Five Dollars and Fifty Cents (\$5.50) per hour. Effective, October 22, 2000, part-time employees shall be hired at a minimum rate of Five Dollars and Seventy-Five Cents (\$5.75) per hour. Part-time employees shall receive a Twenty-Five Cent (25¢) increase after thirty (30) days.

All part-time employees shall receive a Twenty Cent (20¢) per hour increase on each subsequent six (6) month anniversary of their dates of hire, provided such increases do not cause their hourly rates to exceed the following: 10/24/99 - \$9.45; 04/23/00 - \$9.60; 10/22/00 - \$9.85; 04/22/01 - \$10.00; 10/21/01 - \$10.25; 04/21/02 - \$10.45; 10/20/02 - \$10.70; 04/20/03 - \$10.95.

Experienced employees hired on or after October 24, 1999, who are paid in excess of the above rates, shall receive the general increases set forth in Section IB above.

SECTION III - PREMIUMS

A. Night Crew

Regular full-time employees assigned to work on a night crew shall be paid a night crew premium of Twenty-Five Dollars (\$25.00) per week.

B. Ice Box

A Journeyman / B Journeyman Meat Cutter assigned to ice box work for four (4) or more hours per day shall receive a premium of Three Dollars (\$3.00) per day for each such day worked.

C. Overtime

All premiums shall be included in regular wages for purposes of determining the overtime rate of pay.

D. Starting Time

Full-time employees assigned starting times between 12 noon and 3 p.m. shall receive a daily premium of Two Dollars (\$2.00).

E. First Persons

Full-time employees presently designated or designated by the Employers after ratification as First Persons in the Appetizing and Seafood Departments shall be paid a premium of Seven Dollars and Fifty Cents (\$7.50) per forty (40) hour week. In the event a transfer in a store is necessary, these First Persons shall have seniority, separate and apart from the other classifications.

SECTION IV - FULL-TIME APPOINTMENT

Part-time employees converted to temporary full-time status shall continue to receive their current wage levels and will receive all applicable progression increases during such time as a temporary employee.

Except as otherwise provided in this Agreement, part-time employees who are permanently or temporarily appointed to full-time positions shall be given credit on a one-for-two (1:2) basis for the purpose of establishing their full-time rate. In no event shall such employee's rate be increased by less than Seventy-Five Cents (75¢) per hour.

Such employees shall thereafter receive the wage increases set forth in Section IIG.

Part-time employees who are permanently or temporarily appointed to full-time, will receive one-for-two (1:2) credit as provided above and shall have their rate increased by Thirty Dollars (\$30.00). Except as provided above, these temporary or part-time employees shall not be considered regular full-time employees.

October 23, 1999

Dear Employer:

This letter will confirm our Agreement to add the following provisions to Article XXIII of the Collective Bargaining Agreement between us, dated October 23, 1999.

Any dispute or controversy arising out of contributions to the Local 342 Welfare Fund, the Local 342 Pension Fund, the Local 342 Safety, Education and Cultural Fund, or the Local 342 Group Legal Services Fund, which the parties are unable to adjust, shall be submitted to George Sabatella, Impartial Arbitrator, or his successor chosen by the parties, for his determination and award. His award shall be final and binding and subject to enforcement in any court of competent jurisdiction in the State of New York.

An award that an Employer is delinquent in his contributions to the Funds shall include interest on the unpaid contributions at the rate of twelve percent (12%) per year, liquidated damages in an equal amount, and reasonable collection costs. The award shall, in addition, provide for Attorney's fees of One Hundred Dollars (\$100.00) and statutory costs if the Fund institutes an action to enforce the award and enter judgment thereon.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo
President

ACCEPTED & APPROVED

October 23, 1999

EMPLOYER

By: _____

October 23, 1999

Dear Employer:

This letter confirms certain understandings reached during the negotiations resulting in the Agreement, which was effective October 23, 1999.

1. The Employer agrees to provide the Union with information concerning new store construction as soon as said information is available.
2. Matters concerning Weights and Measures and health codes shall be subject to the grievance procedure of the Agreement.
3. The Employer agrees to discuss planned technological changes with the Union, in advance of said changes.
4. The Employer shall give one (1) month's written notice of any new product or equipment to be introduced into its store(s), which product or equipment impacts upon the terms and conditions of employment of the employees covered by the Agreement, and shall provide a description thereof and the date of introduction. The Employer agrees to send a second (2nd) notice if the product is not received in the store(s) within three (3) months after the notice period, but there will be no further waiting period for introduction of said product or equipment.
5. The Employer agrees that there shall be no layoff of full-time bargaining unit employees on the payroll as of October 11, 1986, and who had been hired prior to January 1, 1977 solely due to the introduction of prepackaged and/or pre-priced merchandise or new equipment during the term of the Agreement.
6. The starting times set forth in Article VIII(i) of the collective bargaining agreement may be expanded, by the mutual agreement of the Employer and employees who may volunteer to work such expanded starting times. The expanded starting times shall be limited to 6 a.m. to 10 a.m. and 12 Noon to 3 p.m. Once an employee has volunteered to work such expanded starting time, and indicated this by signing or initialing the schedule, neither the employee nor the Union, may grieve or otherwise complain of the expanded starting time as being inconsistent with the terms of the Agreement.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo
President

ACCEPTED & APPROVED

October 23, 1999

EMPLOYER

By _____

October 23, 1999

Dear Employer:

This letter confirms certain understandings reached during the negotiations resulting in the Agreement which was effective October 23, 1999.

1. The parties understand that the last sentence of Article XXXVI, Paragraph (b) shall be applied even in controverted cases, provided that if after the employee's claim is denied, the Fund shall refund the overpaid contributions to the Employer who makes the contributions.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo
President

ACCEPTED & APPROVED

October 23, 1999

EMPLOYER

By _____

October 23, 1999

Dear Employer:

This will confirm our understanding regarding the First Persons. Full-time employees presently designated or designated by the Employers after ratification as First Persons in the Appetizing and Seafood Departments shall be paid a premium of Seven Dollars and Fifty Cents (\$7.50) per forty (40) hour week. In the event a transfer in a store is necessary, these First Persons shall have seniority, separate and apart from the other classifications.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo
President

ACCEPTED & APPROVED

October 23, 1999

EMPLOYER

By _____

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October 23, 1999

Dear Employer:

This will certify that the notification required by Article VI, paragraph (g) of the Collective Bargaining Agreement regarding the calculation of seniority for employees hired on the same day is as follows.

The employee with the lowest social security number has the higher/highest seniority.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo
President

ACCEPTED & APPROVED

October 23, 1999

EMPLOYER

By: _____

October 23, 1999

Dear Employer:

This will confirm the understandings we reached concerning holiday pay for probationary employees and the effect of the September 1, 1997, minimum wage increase on employees hired at Five Dollars (\$5.00) per hour prior to September 1, 1997.

1. With respect to holiday pay for probationary employees, we have agreed if a newly hired full-time employee does not complete his/her probationary period and, if during his/her probationary period a holiday fell in a week in which he/she worked three (3) days, that employee will be paid the holiday pay, unless circumstances exist where the parties mutually agree that the new hire was for bona fide full-time employment and there was a bona fide reason for the employee's failure to complete his/her probationary period. The holiday provisions of the collective bargaining agreement shall be applicable to all newly hired full-time employees, including those who have completed their probationary period.

2. With respect to the minimum wage increase effective September 1, 1997, we have agreed that employees hired prior to September 1, 1997, at Five Dollars (\$5.00) per hour will not earn less than employees hired on or after September 1, 1997, at Five Dollars and Fifteen Cents (\$5.15) per hour. Accordingly, such senior employees shall have their hourly rate adjusted to equalize them to the rate being paid to less senior employees. Thereafter, all such employees shall receive their regularly scheduled progression increases on the contractual dates applicable to them individually.

Paragraph 1 above will not be retroactive and will be effective with all new full-time hires subsequent to the date this letter of understanding is executed by both parties.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo
President

ACCEPTED & APPROVED

October 23, 1999

EMPLOYER

By: _____

October 23, 1999

Dear Employer:

This will confirm that the Schedule "A", Section D reference to a meat cutter who is in progression as "B Apprentice" and the reference to a "B Apprentice" who has reached the top of the progression as "B Journeyman" are not intended as a substantive change from the expired Collective Bargaining Agreement but rather a clarification.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo
President

ACCEPTED & APPROVED

October 23, 1999

EMPLOYER

By: _____

October 23, 1999

Dear Employer:

This will confirm the understanding that after discussion with the Union, and with mutual agreement, the Employer may utilize an administered Managed Health Care Program on a trial basis for a period not to exceed twelve (12) months. During the twelve (12) months if there are any discrepancies, the Employer agrees to immediately terminate the program at the request of the Union.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo
President

ACCEPTED & APPROVED

October 23, 1999

EMPLOYER

By: _____