



AGREEMENT BETWEEN

**TOPS MARKETS, LLC
BUFFALO DIVISION**

**AND
UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION,
AFL-CIO & CLC**

District Union Local One

Effective Date:

APRIL 29, 2001

Expiration Date:

APRIL 30, 2005



**TOPS MARKETS, LLC
BUFFALO DIVISION**

and

**UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO & CLC
DISTRICT UNION LOCAL ONE**

EFFECTIVE DATE: APRIL 29, 2001

EXPIRATION DATE: APRIL 30, 2005

DEAR TOPS/UFCW LOCAL ONE MEMBER:

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

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

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

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

SINCERELY AND FRATEERNALLY,

A handwritten signature in black ink, appearing to read "Frank C. Deriso".

FRANK C. DERISO
PRESIDENT

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

SYRACUSE OFFICE

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

CREDIT UNION

1-800-448-7328

BUFFALO

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

UTICA OFFICE

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

HEALTH CARE & PENSION FUNDS

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

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

AGREEMENT

BETWEEN

**TOPS MARKETS, LLC
BUFFALO DIVISION**

AND

UNITED FOOD AND COMMERCIAL WORKERS

INTERNATIONAL UNION

AFL - CIO, CLC

DISTRICT UNION

LOCAL NO. ONE

EFFECTIVE DATE: APRIL 29, 2001

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AGREEMENT

This Agreement by and between Tops Markets, Inc. Buffalo Division, hereinafter known as the "Employer" or "Company" and the United Food and Commercial Workers District Union Local One, affiliated with the AFL-CIO, CLC, hereinafter known as the "Union" or "Local" is entered into this 29th day of April, 2001.

PREAMBLE

WHEREAS, the above parties desired to maintain harmonious relations, to agree upon wage rates, standards and conditions of employment, to eliminate strikes, lockouts, boycotts, stoppages of work and other forces of industrial disturbances with a view of establishing ways and means for collective bargaining and for arbitration of grievances and disputes.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Company and the Union, acting through their duly authorized representative hereby agree as follows:

ARTICLE 1

RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Union as the sole collective bargaining agent with respect to work, rates of pay, hours and all other terms and conditions of employment for all employees in the appropriate bargaining unit.

1.2 The Employer further recognizes the Union as the bargaining agent within the territorial jurisdiction of the Union for all employees in its future supermarkets d.b.a. Tops under the same common management, in all matters concerning wages, hours and conditions of employment. Excluded from the bargaining unit are Store Managers, Operations Managers, Customer Service Managers, Grocery Managers, Playhouse Managers, Professional Employees, Guards and Supervisors within the meaning of the Labor Management Relations Act of 1947 as amended.

1.3 The Employer further agrees not to recognize, deal with, or enter into contractual relations either orally, or written with any Labor Organization, Agent, Individual, or Group, concerning rates of pay, hours, or other terms and conditions of employment for any employees included in the bargaining unit for the life of this Agreement. For the purpose of this Section, the execution date of this Agreement shall be considered as its effective date.

1.4 In the event the Employer seeks to subcontract, transfer to outside vendors, or eliminate through technological means or new product introduction, work that is performed by members of the bargaining unit as of the effective date of this agreement, the Employer agrees to meet with the Union to discuss the impact of such changes prior to implementation. The purpose of such discussions shall be to address ways to minimize any potential adverse effect on existing full time employees. This shall not be construed to limit any right(s) the Employer or Union have.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 The operation and management of the Employer's stores, employees of which are covered by this Agreement, including the location, opening and closing of the same, the products to be handled and sold and the supervision of the working force, including but not limited to the right to hire, suspend or discharge for proper cause and the establishment and maintenance of rules for safe and efficient operation, are vested exclusively in the Employer. The Employer retains all its rights and authority except as the same may be specifically abridged or modified in this Agreement.

2.2 The Company agrees to have no more than one (1) Manager, three (3) Operations Managers, one (1) Customer Service Manager, one (1) Grocery Manager and one (1) Playhouse Manager per store, pursuant to Article 1.2.

ARTICLE 3

UNION SECURITY

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

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

ARTICLE 4

UNION CHECKOFF

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

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

ARTICLE 5

HOURS AND OVERTIME

5.1 WORK WEEK FULL-TIME EMPLOYEES

(a) Basic Work Schedule: Unless otherwise agreed to, the basic work week for full-time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days worked Sunday through Saturday.

(b) Alternative Work Schedule: On a voluntary basis and by mutual agreement, a full-time employee may be scheduled to work: (i) four (4) ten (10) hour days; (ii) three (3) eight (8) hour days, one (1) ten (10) hour day, and one (1) six (6) hour day; or (iii) any mutually agreed upon work schedule. Provided, however, that the Company or an employee may upon two (2) weeks notice terminate an arrangement for an alternative work schedule and reinstate the Basic Work Schedule.

(c) An employee who agrees to work an alternative work schedule and who voluntarily agrees to work more than eight (8) hours in a given day shall not be entitled to overtime unless such work results in the employee having worked more than forty (40) hours in a given week, or the daily scheduled hours.

ARTICLE 5 - HOURS AND OVERTIME - CONTINUED

5.2 All hours worked in excess of forty (40) hours in any week or in excess of the daily scheduled hours shall be paid at time and one-half (1 1/2) the employee's regular hourly rate of pay.

5.3 The basic work week for part-time employees shall be worked Sunday through Saturday with the following minimum guarantees.

(a) An employee is considered part-time if his regularly scheduled work week is thirty-two (32) hours or less per week.

(b) Part-time employees shall receive time and one-half (1-1/2) their regular straight time hourly rate including premiums for all hours worked over eight (8) hours in any day or forty (40) hours in any week, except when requesting a voluntary alternative schedule as outlined in 5.1(b) and 5.1 (c).

(c) The Company will make an effort to schedule part-time employees within five (5) days (not necessarily consecutive) in a calendar work week.

5.4 Part-time employees scheduled over thirty-two (32) hours will be scheduled for forty (40) hours and be paid at the full-time minimum rate or their own rate, whichever is greater.

5.5 No scheduled part-time employee shall work less than sixteen (16) hours per week except where school hours, store hours, State or Federal regulations make this impossible for part-time employees attending school. Employees may however request in writing to the Store Manager to work fewer hours to accommodate their own personal schedule. The Company must approve such requests.

5.6 When a part-time employee is scheduled forty (40) hours or more per week, they shall be paid the greater of the minimum full-time rate of pay for that job classification or their part-time rate of pay, whichever is greater, for all hours worked that week. Any hours worked over forty (40) will be paid at time and one-half (1 1/2) the appropriate rate of pay. The provisions regarding part-time employment will be applicable to Sundays and Holidays.

5.7 Part-time employees shall be paid time and one-half the regular straight time hourly rate including premiums for all hours worked over eight (8) hours in one day.

5.8 Under no circumstances will overtime be paid on overtime.

5.9 The Employer must give four (4) hours notice when possible when scheduling an employee for overtime.

5.10 Required Sunday work of part-time employees shall be scheduled in inverse seniority subject to job classification and the ability and qualifications of the employee to perform the required work. Any affected provisions of the Agreement will not be applicable to employees who, due to this type of scheduling, may be adversely affected. It is agreed that the Employer retains the prerogative of scheduling employees so as not to interfere with efficient service and performance.

ARTICLE 5 - HOURS AND OVERTIME - CONTINUED

5.11 EMPLOYMENT OF MINORS

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

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

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

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

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

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

5.12 Prohibited - Minors Use of Power Equipment - Applies to any employee under the age 18 years old. All power equipment is prohibited from being used or cleaned by minors including, but not limited to the following equipment; baler, meat room saw, deli slicer, disposals, etc. All minors are also prohibited from throwing cardboard into the baler. Anyone who violates this policy is subject to disciplinary action.

5.13 Employees working under the employment of minors language shall receive a scheduled break. (Refer to Article 10.5)

ARTICLE 5 - HOURS AND OVERTIME - CONTINUED

5.14 When unscheduled overtime is necessary for full time employees, management will first solicit for volunteers within the appropriate job code who are currently working and are available at the needed time. If there are more volunteers than necessary, the employee with the most seniority will be offered the overtime. If there are not enough volunteers, employees within the job code will be scheduled by inverse seniority. Management reserves the right to balance the staff as needed with experienced employees or those qualified to perform a special job function.

5.15 Overtime scheduled on a weekly basis for full time employees within a department shall be rotated among those desiring such additional hours provided they are qualified to do the work. In the event that volunteers are insufficient, such overtime shall be assigned by inverse seniority.

5.16 The Company will provide a call-in sheet by department that will be posted weekly with the department schedule. Employees desiring additional hours need to sign the weekly call-in sheet. If extra help is needed, the Company will call employees on the call-in sheet first for the additional work. The Company will make a good faith effort to distribute additional call-in hours in an equitable manner. It is understood that the Company shall not be required to generate overtime or premium pay as a result of this article.

ARTICLE 6

WORK SCHEDULES

6.1 A work schedule in ink for full-time and part-time employees shall be posted in the Employer's store by 12 o'clock noon on Friday in advance of the next week. A copy of the work schedule shall be furnished to the Union upon request. The work schedule can be added to but not reduced during the week for which the schedule is posted. The total number of weekly hours provided to each employee shall be enumerated on the schedule.

6.2 No split shifts will be permitted.

6.3 When a full-time or part-time employee is scheduled to report for work on any day, they shall be guaranteed four (4) hours work that day. Exception: Except when school, store hours or State or Federal regulations make this impossible for part-time employees attending school.

6.4 The Employer agrees to nine (9) hours off between scheduled shifts unless otherwise mutually agreed to between the Company and the employee.

ARTICLE 6 - WORK SCHEDULES - CONTINUED

6.5 TRAINING PROGRAMS

When employees are required to attend training programs and/or Company meetings of any type, such time required shall be considered hours worked. If the meeting or training program is held in-store, or less than five (5) miles from an employee's home store, a minimum of two (2) hours paid time (meeting, training program and/or work) shall be provided. If the meeting or training program is held more than five (5) miles from an employee's home store, a minimum of four (4) hours paid time (meeting, training program and/or work) shall be provided.

6.6 Except by mutual agreement, no employee shall be scheduled to work more than twelve (12) consecutive days.

ARTICLE 7

SUNDAYS AND HOLIDAYS

7.1 Any work performed by full-time employees on the legal holidays New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the rate of one and one-half (1 ½) times the straight time hourly rate of pay.

Any work performed on Sunday by full-time employees hired (either part time or full time) on or before 6/27/01 shall be paid at the rate of one and one-half (1 ½) times the straight time hourly rate of pay.

Any work performed on Sunday by full-time employees hired (either part time or full time) after 6/27/01 shall be paid at a one dollar (\$1.00) per hour premium for the first thirty-six (36) months of full time employment. After thirty-six (36) months of full time employment, such employees shall receive time and one-half (1 ½).

7.2 All employees must work their scheduled day before the holiday, the holiday if scheduled, and their scheduled day after the holiday to be entitled to holiday pay. It is understood if scheduled on the holiday, this provision still applies for all employees. However, any absences due to the following reasons shall not result in the loss of holiday pay.

- (a) Meetings with the Employer as a representative of the Union.
- (b) Accident or illness substantiated by medical evidence (if required by the Employer) that employee was unable to work, or
- (c) Excused absence by the Employer that is pre-approved prior to the posting of the holiday week schedule per Article 6 of the labor agreement.

ARTICLE 7 - SUNDAYS AND HOLIDAYS - CONTINUED

7.3 If one of the holidays above specified falls within an employee's vacation, they shall be granted one (1) additional day's paid vacation.

7.4 During a holiday week, the basic work week for full-time employees shall be thirty-two (32) hours worked within four (4) days, excluding the holiday. Overtime at the rate of one and one-half (1 1/2) times the regular straight time hourly rate of pay shall be paid after thirty-two (32) hours.

7.5 Part time employees hired on or before 6/27/01 shall receive a one dollar (\$1.00) per hour premium for work performed on Sundays or the above holidays. Part time employees hired after 6/27/01 shall receive a fifty-cent (\$.50) per hour premium for work performed on Sundays for their first year of employment, and a one dollar (\$1.00) per hour premium thereafter. Part time employees hired after 6/27/01 shall receive a one dollar (\$1.00) per hour premium for work performed on the above holidays.

7.6 Part-time employees hired prior to 8/15/93 who work any part of a holiday week shall be paid a pro-rata allowance based on the average number of hours worked, in accordance with the following schedule:

- | | | |
|----------------------------|-----------|-------------------|
| (a) up to 23 hours average | four (4) | hours holiday pay |
| (b) 24-29 hours average | six (6) | hours holiday pay |
| (c) 30 hours and over | eight (8) | hours holiday pay |

Part-time employees hired on or after 8/15/93 who work any part of a holiday week shall be paid a pro-rata allowance based on the average number of hours worked, in accordance with the following schedule:

- | | | |
|----------------------------|-----------|--------------------|
| (a) up to 29 hours average | four (4) | hours holiday pay. |
| (b) 30 hours and over | eight (8) | hours holiday pay. |

7.7 Part-time employees shall be eligible for holiday pay after six (6) months of employment.

7.8 The Company will rotate part-time employees on holidays, with the understanding that the Company retains the prerogative to schedule employees as to not interfere with the efficient operation of the Store.

7.9 The Company shall make a good faith effort to distribute Sunday and holiday work evenly among those full time employees desiring such additional hours provided they are qualified to do the work. In the event that volunteers are insufficient, Sunday and holiday work shall be assigned by inverse seniority to those qualified to do the work required.

ARTICLE 8

VACATIONS

8.1 Full-time employees will receive one (1) week vacation with pay after one (1) year continuous full-time service with the Employer, two (2) weeks vacation with pay after two (2) years of continuous full-time service with the Employer, three (3) weeks vacation with pay after eight (8) years of continuous full-time service with the Employer and four (4) weeks vacation with pay after twelve (12) years of continuous full-time service with the Employer. Employees shall be eligible for vacation upon their anniversary date.

8.2 The Employer shall post, by January 1st of each year, a vacation schedule. Employees will have until March 31st of each year to select their preference in scheduling vacations. Employee hire dates (either full or part time) shall be used to determine the order of selection. Seniority shall prevail in scheduling of full-time employee's vacations periods. Once a vacation schedule is approved, the company will abide by said schedule.

8.3 Any employee entitled to vacation in accordance with the terms of this Agreement, and who has earned such vacation shall upon termination of his employment be paid any vacation pay due. Employees, who due to specific scheduling requests of store management (i.e., help shortage, store remodel, new store opening assignment) with District Manager approval, are unable to use earned vacation prior to re-qualifying for additional vacation, shall be paid out any unused vacation portion the next full payroll period following their anniversary date of employment or shall carry over a maximum of two (2) weeks of any unused vacation into the next eligibility year. The carry-over vacation time off must be agreed upon by all parties and not create any operational problems at store level.

8.4 Part-time employees with one or more continuous years service with the Employer shall be paid a vacation allowance which vacation allowance shall be paid on a pro-rata proportion of the vacation allowance of full-time employees with a comparable number of years continuous service with the Employer, based on the average hours worked in the preceding 52 week period.

8.5 Employees at their option shall be paid their vacation pay prior to their vacation period.

8.6 The Company will make every effort to give employees the option of the Saturday before their vacation as a scheduled day off. The Company will not unreasonably deny such requests by employees.

8.7 The Company will make every effort by mutual agreement to grant employees' vacation days one day at a time.

ARTICLE 8 - VACATIONS - CONTINUED

8.8 Absence totaling less than thirteen (13) weeks in any calendar year shall not affect vacation rights. Absence for any reason (excluding Military Service) including but not limited to compensatory injury, illness, injury, maternity leave, personal leave or layoff, totaling more than thirteen (13) weeks in a calendar year shall have the following effect upon vacation earned that year:

- (a) Absence of more than thirteen (13) weeks, but not over twenty-six (26) weeks, shall reduce vacation and vacation pay by twenty-five percent (25%)
- (b) Absence of more than twenty-six (26) weeks but not over thirty-nine (39) weeks, shall reduce vacation and vacation pay by fifty percent (50%)
- (c) Absence of more than thirty-nine (39) weeks shall disqualify for vacation.
- (d) Military Service shall not be considered as lost time in computing vacation.

ARTICLE 9

RULES-WORKING AGREEMENT

9.1 The Employer agrees to post on the store bulletin board no rules in conflict with this Agreement or discriminatory to any individual or group of the Employer's employees.

9.2 The Company shall give advance notice to the Union and employees of store closings in accordance with state and federal regulations.

9.3 The Employer shall furnish a complete first aid kit in all stores and maintain, make available and make accessible in strategic locations.

9.4 The Company will provide a space on the break room bulletin board at each store where the Union may post notices of Union recreational affairs, social affairs, elections and union meetings for the information of members.

9.5 Physical Examination: Any rule of the Company requiring physical or medical examination will be promptly complied with by members of the Union. The Company will pay the fee for the physical examination, not paid for by the Health Care Fund and may also select the physician who will make the required examination.

9.6 Company agrees to pay employees for time lost if subpoenaed by the Company to appear on the Company's behalf only.

9.7 The Company and the Union agree to establish a Joint Labor-Management Committee to discuss areas of mutual concern.

9.8 The Company will establish training programs to enhance job promotion opportunities.

9.9 It is understood that any medical information provided to the employer shall be treated as confidential as required by applicable law. Provided, however, that such information shall be made available to the Union where the employee authorizes disclosure or where such information is relevant to a grievance filed by the Union.

ARTICLE 10

LUNCH AND REST PERIODS

- 10.1 All employees shall be entitled to uninterrupted lunch and rest periods.
- 10.2 The Company will make every effort to schedule lunch breaks as close to mid-shift as possible.
- 10.3 A lunch period shall be allowed each day of at least thirty (30) minutes but not more than sixty (60) minutes.
- (a) Full-time employees scheduled to work six (6) hour shifts will be given a twenty (20) minute paid rest period.
- 10.4 All full-time employees shall be given a rest period of fifteen (15) minutes before lunch and fifteen (15) minutes after lunch. Employees shall not be given rest periods until they have worked at least two (2) hours. Full-time employees scheduled for a 10-hour day shall receive an additional fifteen (15) minute rest period.
- 10.5 Part-time employees will be granted a fifteen (15) minute rest period if scheduled to work at least four (4) hours. In the event a part-time employee is scheduled six (6) hours, the Employer will schedule one (1) twenty (20) minute rest period at approximately mid-shift in lieu of the above. In the event a part time employee is scheduled to work more than six hours, they shall be provided a lunch period of at least thirty (30) minutes and two (2) fifteen (15) minute rest periods, one before and one after lunch.
- 10.6 Part-time employees shall not be required to take a rest period until they have worked at least two (2) hours of daily work schedule.
- 10.7 Employees working under the employment of minors language shall receive a scheduled break mid shift of their scheduled daily hours (Refer to Article 5.11 and Article 10.5).

ARTICLE 11

PERSONAL HOLIDAYS

- 11.1 Employees on the payroll as of 2/25/86 shall be entitled to personal holidays as follows:
- (a) Seven (7) personal holidays per year for full-time employees of eight (8) hours each.

ARTICLE 11 - PERSONAL HOLIDAYS - CONTINUED

(b) Six (6) personal holidays per year for part-time employees on the basis of 24 hours per year.

11.2 Employees hired on or after 2/26/86 shall be entitled to personal holidays based on the following schedule:

(a) Full-time and part-time employees shall be entitled to two (2) days after six (6) months of service.

(b) Full-time and part-time employees shall be entitled to three (3) days after three (3) years of service.

11.3 Full-time personal holidays shall be paid on the basis of eight (8) hours each.

11.4 Part-time personal holidays can be taken in either four (4), eight (8) or twelve (12) hour increments.

11.5 Personal Holidays shall be earned on the employee's anniversary date each year following a six (6) month waiting period for new employees. Upon reasonable request, personal holidays shall be granted and shall not be unreasonably denied. Personal holidays may be used to extend vacation but must be scheduled when the vacation is scheduled.

11.6 Unused Personal Holidays will be paid on the employee's anniversary date.

11.7 Personal holidays may be used for illness.

ARTICLE 12

LEAVE OF ABSENCE

12.1 Any employee on the seniority list who is unable to work because of an illness or injury and who furnishes medical certification and a written request thereof shall be granted a leave of absence without pay for a period not to exceed six (6) months. Prior to the date of conclusion of the approved leave of absence, an extension of up to an additional six (6) months will be granted providing the employee requests the extension in writing to the Company and Union and provides proper medical documentation that additional time off from work is still required. It is the employee's responsibility while off on leave to meet with the Store Manager during the first week of each month to provide a status update along with timely medical documentation that additional time off is still required and if known, a date on which he/she would be able to return to work.

Additional extensions may be granted by written agreement between the employee, the Company and the Union when extraordinary circumstances exist to warrant such.

ARTICLE 12 - LEAVE OF ABSENCE - CONTINUED

12.2 Personal leaves of absence for emergency reasons may be granted for periods up to but not to exceed ninety (90) days.

12.3 Seniority shall be accumulated during approved leaves of absence.

12.4 Any employee who fails to report to work at the end of any approved leave of absence or who engages in or applies for employment elsewhere while on such leave, shall be considered to have voluntarily quit without notice and may be terminated from the employment of the Company.

12.5 The Company agrees to incorporate child and family leave as Company policy pursuant to Federal/State laws.

12.6 Upon two (2) weeks notification to the Company, any member of the bargaining unit appointed to a position in the Union shall be granted a temporary leave of absence not to exceed one (1) year, except where such leave would result in an undue hardship to the Company's operation. Upon return to work, such employee shall be credited their former rate of pay plus any increase(s) granted during the leave. No more than five (5) such leaves shall be granted at any one time on a Company wide basis nor more than one per District.

ARTICLE 13

FUNERAL LEAVE

13.1 In the event of death in the immediate family, an employee will be granted as leave the three (3) days immediately following the death, with straight time pay for any of the three (3) days, which have normally been scheduled as working days. If the funeral is held on the fourth (4th) day following the death, employees will also be paid for the fourth (4th) day, provided that day is one of the employees normally scheduled working days. An employee shall be entitled to use one of their funeral leave days for the purpose of attending spring interment.

13.2 Members of the immediate family are defined as father, mother, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, brother-in law, sister-in-law, common-law spouse, grandparents, grand-children, step-mother, step-father, step-son or step-daughter or any in-law or relative with whom the employee may be residing at the time of death.

13.3 Days spent on funeral leave shall be considered days worked for scheduling purposes, the application of weekly overtime and premiums and all other provisions of this agreement.

13.4 Employees will be entitled to one (1) day for attendance at a spouse's grandparent's funeral.

ARTICLE 13 - FUNERAL LEAVE - CONTINUED

13.5 In the event a death in the immediate family as specified above occurs during an employee's vacation, the employee will be credited with additional paid vacation commensurate with the allowable funeral leave.

ARTICLE 14

JURY DUTY

All employees serving on Juries shall, upon presentation of proof of pay, be reimbursed for the difference between their regular straight time pay, and Jury Duty pay provided they make themselves available for work within their regular schedule when not occupied with Jury Duty. Days spent on jury duty shall be considered days worked for scheduling purposes. Night stock clerks (3rd shift) shall not be required to work regularly scheduled hours while serving on Jury Duty.

ARTICLE 15

UNION IDENTIFICATION

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

ARTICLE 16

UNION VISITATION

16.1 Representatives of the Union shall have the right to visit the Employer's places of business at any time during working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no undue interruption of or interference with the Employer's business. Any and all disputes, grievances, complaints or questions hereunder shall be taken up for discussion and settlement by a representative of the Union and of the Employer.

16.2 The Union also, through its Membership Servicing Representatives, shall have the right to visit the Employer's places of business, with prior approval of store manager, at any time during working hours for the purpose of updating Union records and fringe benefit entitlements.

ARTICLE 17

SHOP STEWARD

17.1 The Union shall have the right to designate at least one (1) member of the unit as Union Steward, who shall not be discriminated against due to legitimate union activity. The Union Steward shall be permitted to discuss grievances with a designated representative of the Employer consuming such time as is reasonably necessary.

17.2 One (1) additional paid personal day will be allowed per calendar year for the purpose of attending Stewards Conference.

17.3 A store Union Steward shall be the last employee in the job classification to be laid off, transferred or reduced in hours on a departmental basis.

17.4 The Company will ask employees if they desire a Shop Steward, Co-Steward or in the absence of both, a Union employee to be present during disciplinary meetings.

17.5 New employees will be referred to the Shop Steward as part of new employee orientation.

ARTICLE 18

CAPTIONS AND INTERPRETATIONS

The section and paragraph headings in this Agreement are intended for indexing and descriptive purposes only and shall not be interpreted to restrict or modify in any way the provisions to which they refer. All personal pronouns used herein reference to Employees of this Employer shall be construed, where applicable, to have both masculine and feminine gender.

ARTICLE 19

FAIR EMPLOYMENT PRACTICES

The Company and the Union agree that the principle of non-discrimination as required by law, shall apply in administering all aspects of this contract.

ARTICLE 20

NO INDIVIDUAL AGREEMENTS

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

ARTICLE 21

PRIOR PRIVILEGES

As a result of the signing of this agreement, no employee shall suffer a reduction in the wages they are presently receiving.

ARTICLE 22

TEMPORARY FULL-TIME WORK

22.1 A part-time employee may work as a temporary full-time employee not exceeding ninety (90) days. This temporary full-time replacement will be the result of a regular full-time employees absence due to disability, compensation, vacation or approved leave of absence. Part-time employees shall receive the minimum full-time rate or their regular rate whichever is greater for the above period.

22.2 Temporary full-time employees returning back to part-time work shall revert to their regular part-time rate of pay.

22.3 The Company shall notify the Union of such replacements.

22.4 Part-time working temporary full-time shall be subject to full-time benefits after ninety (90) days of full-time service.

22.5 In the event a part time employee works thirteen (13) or more weeks of forty (40) hours or more in a six (6) month period, an additional full time position shall be created and posted for the department in which the requisite hours were worked. In the event the requisite hours were worked in a number of departments, the Company may designate the additional full time clerk position to be posted. This does not include those designated as temporary full-time.

ARTICLE 23

AVAILABLE HOURS

Part time employees who desire such, and are qualified to perform the job functions shall be scheduled by seniority for available hours up to thirty-two (32) per week unless scheduled under the provisions of Article 22.1.

ARTICLE 24

PREVIOUS EXPERIENCE

24.1 Proven full-time or part-time experience which is directly related to the work assigned to a newly hired employee will be recognized by the Company for the purpose of establishing hourly wage rates only. Completed full-time months of employment will be counted in determining the length of service to be credited. The amount of credit shall be limited to full-time and part-time experience in the three (3) years immediately preceding the date of employment. The wage rate of employees credited with previous experience will be at the bracket called for in the progression scale in effect at the date of hire.

24.2 When part-time employees become full-time, they shall receive one (1) months full-time credit for each two (2) months of part-time service for the purpose of determining wages.

ARTICLE 25

NEW CLASSIFICATION

The Company agrees that in the event any new classification is established, the Company and the Union will meet for the purpose of discussing the new rate of pay for such classification.

ARTICLE 26

PREMIUM PAY

26.1 Employees whose schedule starts between 11 p.m. and 5 a.m. shall receive a fifty cents (50¢) per hour premium for all hours worked.

26.2 Maintenance employees shall receive a fifty cents (50¢) per hour premium if scheduled to begin their shift at 9:00 p.m. or later.

ARTICLE 27

LAUNDRY & TOOLS

27.1 All Uniforms, which the Employer requires the employee to wear shall be furnished by the Employer without charge to the employee.

27.2 The Company agrees to clarify and standardize the dress code for all stores covered by this agreement.

ARTICLE 27 - LAUNDRY & TOOLS - CONTINUED

27.3 Production employees shall receive a wraparound smock.

27.4 Employees not classified as Meat Managers, First Cutters, Journeyman Cutters or Apprentice Meat Cutters may not use tools of the trade including hand or electric saw, meat grinder, hamburger patty machine and cubing machine while performing work in the meat department. Knives, meat grinders, hamburger patty machines and cubing machines may be used by Clerks to prepare meat for customers from retail cuts upon a specific customer request provided they are trained to use such equipment.

ARTICLE 28

GRIEVANCE AND ARBITRATION PROCEDURE

28.1 In the event of any difference, dispute or complaint that arises over the meaning or application of the terms of this agreement, there shall be an earnest effort made by the Steward (and aggrieved employee if necessary) and the Store Manager to settle the dispute. If a mutually satisfactory solution is not reached, the following procedure shall be followed:

28.2 STEP 1 - An employee who considers that this Agreement, has been violated by the Employer, with respect to such employee, shall contact the Union Representative who shall submit a written statement of such grievance to the store manager, within five (5) working days after the incident occurs.

A) Upon receipt of the written grievance, the Store Manager must meet with the Union Representative and the aggrieved employee within five (5) working days. The Store Manager must attempt to resolve the grievance between the Company and the Union employee. The Store Manager must respond in writing as to the resolution of the grievance to the Union Representative with a copy to the District Manager and Director of Labor Relations.

28.3 STEP 2 - If a mutually satisfactory solution is not reached in Step 1, then the Union Representative shall re-submit the grievance in writing to the District Manager within five (5) working days after the answer is given in Step 1 to request that a second step meeting take place.

A) The District Manager upon receipt of the 2nd Step grievance must, within five (5) working days, contact the Union Representative to schedule the 2nd Step meeting with him or herself and the Store Manager. The District Manager must respond in writing within five (5) working days to the Union Representative (cc: Store Manager and Director of Labor Relations) with his or her determination on the state of the grievance following the 2nd Step meeting.

ARTICLE 28 - GRIEVANCE AND ARBITRATION PROCEDURE - CONTINUED

28.4 STEP 3 - If a mutually satisfactory solution is not reached in Step 2, the Union Representative must re-submit the grievance in writing to the Tops Corporate Director of Labor Relations within five (5) working days after the answer is given in Step 2. Upon receipt by the Director of Labor Relations, a meeting will be conducted to facilitate the outstanding grievance. The meeting will consist of the Director of Labor Relations, District Manager, Store Manager, Union Representative and the aggrieved employee. The Director of Labor relations must respond in writing to the Union with a final decision on the stated grievance within five (5) working days following the 3rd Step meeting.

28.5 STEP 4 - If a mutually satisfactory solution is not reached in Step 3, the Union or the Employer may submit the written grievance to arbitration in accordance with the following procedure:

28.6 Notice of intent to arbitrate must be given in writing to the other party and the grievance shall be stipulated in the letter of notification. Any request for arbitration must be submitted in writing not later than twenty-five (25) working days after receipt of the written decision from the 3rd Step meeting or at any time after arbitration is approved following an appeal to the UFCW Local One Executive Board.

28.7 Unless by mutual agreement of the parties to the contrary, all grievances submitted for arbitration will be processed under the Voluntary Arbitration Rules of the American Arbitration Association. Where expediency, efficiency or convenience of the parties will be served, and upon mutual agreement, an arbitrator may be selected through the services of the New York State Mediation Board, or any mutually agreed to arbitrator may be designated to serve.

28.8 In the event that the Company or Union "delay" in selecting an arbitrator, the other party will be authorized to unilaterally select an arbitrator. For the purposes of this paragraph, "delay" will be considered any case where an arbitrator has not been selected after thirty (30) days of receipt of the list of arbitrators.

28.9 The arbitrator is hereby authorized to interpret and apply, but not to modify, enlarge, set aside or restrict, the provisions expressed in this Agreement. The arbitrator shall not have the power to set or change rates of job classification. The decision of the arbitrator shall be rendered without undue delay and shall be final and binding on both parties. The fees and expenses of the arbitrator shall be paid jointly by the parties. All other expenses of arbitration shall be paid by the party, which incurred them.

ARTICLE 29

CREDIT UNION

At the written request of an employee, and in accordance with appropriate procedures to be mutually agreed upon concerning the frequency and amount of payments, the Company shall deduct weekly from the employees' wages such amount as the employee has elected. These deductions shall be remitted within fifteen (15) days after the last day of the last payroll period each week to the Power Federal Credit Union.

ARTICLE 30

ACTIVE BALLOT CLUB

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

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

ARTICLE 31

HEALTH CARE FUND

31.1 The health care provisions of the prior labor agreement shall remain in effect until 08/31/01 except for Article 31.10 below, which shall become effective 7/1/01 and Article 31.11, which shall become effective for those absent on or after 05/02/01.

Effective 09/01/01, the Employer shall pay monthly, within fifteen (15) days after the last day of the last payroll period each month, to the UFCW District Union Local One Health Care Fund, the following sums per employee per month:

FULL-TIME EMPLOYEES:

Family Coverage Plan A:	\$390.00
Family Coverage Plan B:	\$312.00

PART TIME EMPLOYEES:

Individual Coverage Plan A:	\$235.00
Individual Coverage Plan B:	\$188.00
Covered under the Wrap Plan:	\$35.00

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

1/1/02	Up to 12% if necessary
1/1/03	Up to 12% if necessary, plus any portion of the prior year's cap not implemented.
5/1/03	The parties shall meet to negotiate the appropriate increase. Article 36 shall be suspended pending resolution of such bargaining.

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

ARTICLE 31 - HEALTH CARE FUND - CONTINUED

31.4 Contributions on behalf of all employees hired or advanced to full time prior to 9/1/01 shall be made at the Family Coverage Plan A rate and shall commence on the first day of the month following completion of thirty (30) days of employment with the Employer. In the event the Employer hires a full-time employee who has been employed by any participating Employer within one (1) year prior to the date of hiring, then, in such event, contributions shall commence on the first day of the month following completion of such period of employment with the Employer which, together with the employee's prior cumulative full-time service with any participating Employer, shall aggregate thirty (30) days. In the event a part time employee was receiving Individual Coverage Plan A benefits prior to promotion to full time, contributions for full time coverage shall be made at the Family Coverage Plan A rate.

31.5 Contributions on behalf of all employees hired or advanced to full time on or after 9/01/01 shall be made at the Family Coverage Plan B rate and shall commence on the first day of the month following completion of thirty (30) days of employment with the Employer. Such contributions shall be made for thirty-six (36) months after which contributions shall be made at the Family Coverage Plan A rate. Months of service by a part time employee, where Individual Coverage Plan B contributions were made, shall be recognized towards qualifying for full time Family Coverage Plan A benefits. In the event the Employer hires a full-time employee who has been employed by any participating Employer within one (1) year prior to the date of hiring, then, in such event, contributions at the Family Coverage Plan A or Plan B level, depending on the Plan they were previously enrolled in, shall commence on the first day of the month following completion of such period of employment with the Employer which, together with the employee's prior cumulative full-time service with any participating Employer, shall aggregate thirty (30) days.

31.6 Contributions for Wrap Plan benefits for all part-time employees shall commence on the first of the month following completion of nine (9) months employment with the Employer. In the event the Employer hires a part-time employee who has been employed by any participating Employer within one (1) year prior to the date of hiring, contributions shall commence on the first day of the month following the completion of such period of employment with the Employer which, together with the employee's prior service (whether full or part-time), with any participating Employer, shall aggregate nine (9) months.

31.7 Contributions for Individual Coverage Plan A benefits shall continue to be made on behalf of all part time employees where such contributions were being made prior to 9/01/01.

31.8 The Employer will continue to make Family Coverage Plan A contributions on behalf of part time employees on whose behalf such contributions were being made as of 2/1/86 provided further that such part time employees continue to meet the eligibility requirements that were in effect as of that day.

ARTICLE 31 - HEALTH CARE FUND - CONTINUED

31.9 The Employer will continue to make 70% of the Family Coverage Plan A contributions on behalf of part time employees hired prior to 9/1/01 on whose behalf such contributions were being made previously provided further that such part time employees continue to meet the eligibility requirements that were in effect at that time and provided further that such employees continue to pay 30% of the premium.

31.10 Contributions for Individual Coverage Plan B benefits shall be made on behalf of part time employees with at least twelve (12) months service if no major medical and/or hospitalization is provided to them from any other source. Contributions shall commence the first of the month following the date on which a valid application for such coverage is received by the Employer. Contributions at the Individual Coverage Plan A rate will be made thirty-six (36) months after the date on which contributions for Individual Coverage Plan B benefits began. In the event the Employer hires a part-time employee who has been employed by any participating Employer within one (1) year prior to the date of hiring, eligibility for Individual Coverage Plan A or Plan B level, depending on the Plan they were previously enrolled in, shall commence on the first day of the month following the completion of such period of employment with the Employer which, together with the employee's prior service (whether full or part-time), with any participating Employer, shall aggregate twelve (12) months.

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

31.12 If an employee who has previously qualified to have contributions made on their behalf is absent from work due to layoff or approved leave of absence, the Employer shall continue contributions to the United Food and Commercial Workers Local One Health Care Fund for the first three (3) months of absence in any twelve (12) month period.

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

ARTICLE 31- HEALTH CARE FUND - CONTINUED

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

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

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

31.17 The Employer agrees to provide payroll deductions for part-time employees purchasing dependent coverage. These deductions will be due fifteen (15) days after the last day of the last payroll period each month.

ARTICLE 32

LOCAL ONE PENSION FUND

32.1 The full time schedule of contributions contained in the prior labor agreement that expired on April 28, 2001 shall remain in effect until 12/31/01.

Effective 1/01/02, the Employer shall pay monthly within fifteen (15) days after the last day of the last payroll period each month, to the UFCW District Union Local One Pension Fund, the following:

FULL-TIME EMPLOYEES:

The Company shall make the following pension contributions on behalf of all employees hired or promoted to full time prior to 1/1/02:

<u>Contributions on 12/1/01:</u>	<u>New Contributions:</u>			
	<u>1/1/02</u>	<u>5/1/02</u>	<u>5/1/03</u>	<u>5/1/04</u>
Less than \$55.00/month:	\$69.00	\$79.00	\$92.00	\$126.00
\$55.00/month:	\$79.00	\$92.00	\$92.00	\$126.00
\$79.00/month:	\$92.00	\$92.00	\$92.00	\$126.00
\$92.00/month:	\$92.00	\$92.00	\$92.00	\$126.00

The Company shall make the following pension contributions on behalf of all employees hired or promoted to full time on or after 1/1/02:

	<u>Effective 1/1/02:</u>	<u>Effective 5/1/04:</u>
First year of full time service:	\$69.00	\$95.00
Second year of full time service:	\$79.00	\$111.00
Third year of full time service:	\$92.00	\$126.00

PART-TIME EMPLOYEES
HIRED ON OR AFTER 8/16/93:

PART-TIME EMPLOYEES
HIRED PRIOR TO 8/16/93:

Effective 1/01/02:	\$10.00 per month	\$25.00 per month
Effective 5/01/02:	\$15.00 per month	\$25.00 per month
Effective 5/01/04:	\$20.00 per month	\$25.00 per month

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

ARTICLE 32 - LOCAL ONE PENSION FUND - CONTINUED

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

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

32.5 If an employee who has previously qualified to have contributions made in their behalf is absent from work due to illness or injury, the Employer shall continue contributions for the first six (6) months of absence in any twelve (12) month period. If an employee is on layoff, the Employer will continue to make contributions for a period of three (3) months.

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

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

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

ARTICLE 32 - LOCAL ONE PENSION FUND - CONTINUED

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

ARTICLE 33

EDUCATION, SAFETY AND CULTURAL FUND

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

<u>FULL-TIME</u>	<u>PART-TIME</u>
10¢ per hour per employee	5¢ per hour per employee

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

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

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

ARTICLE 33 - EDUCATION, SAFETY AND CULTURAL FUND - CONTINUED

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

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

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

33.8 Subject to approval by the Board of Trustees of the UFCW Education, Safety and Cultural Fund, the Employer shall be granted a reduction equal to one-half (1/2) of the total contributions that would otherwise be due pursuant to Article 33.1, 33.2 and 33.3 for the first year of this agreement.

ARTICLE 34

SAFETY AND HEALTH

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

ARTICLE 34 - SAFETY AND HEALTH - CONTINUED

34.2 The Company will participate with the Union on a Joint Labor/Management Retail Food Industry Safety and Health Committee. The Committee shall consist of equal representatives from the Union and the Industry, subject to replacement under such circumstances and conditions as each party may determine. The Retail Food Industry Safety and Health Committee shall meet regularly, but not less than quarterly after work hours.

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

34.4 The Union may designate one employee per store to act as a Safety and Health Representative. The Safety and Health Representative will receive one additional paid personal day to attend a Union sponsored Safety and Health Conference.

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

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

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

STEP 3: The Company and the Union will submit the dispute to the President of the Union and Vice President of Labor Relations and they will jointly resolve the dispute.

ARTICLE 35

SENIORITY

35.1 Seniority of regular full-time employees shall commence as of their starting date as full-time employees. Seniority of part-time employees shall commence as of their starting date as part-time employees.

(a) Seniority shall be exercised in the following categories:

- 1) Regular full-time employees
- 2) Regular part-time employees available for additional scheduled hours.
- 3) Regular part-time employees not available for additional scheduled hours.

ARTICLE 35 - SENIORITY-CONTINUED

(b) Seniority shall be accrued and applicable within each of the above three categories respectively. Those in the third category will be the first to be laid off in line with seniority standing within that group. A full-time employee reduced to part-time involuntarily shall be placed at the top of category 2. A full-time employee who reduces to part-time voluntarily shall be placed in category 3 in a position commensurate with their total Company seniority.

(c) Employees advancing from one seniority category to the next shall not carry any accrued seniority from the group that they have advanced from.

(d) Full-time employees with thirty-one (31) days service shall have seniority over all part-time employees.

(e) Seniority shall be applied and considered within the respective seniority units.

(f) The employer agrees to make a sincere effort to train, in advance, senior employees to fill future higher rated classifications.

(g) With respect to promotions, demotions, layoffs and recalls, the qualifications and ability of an employee shall be considered in conjunction with seniority standing. Promotion shall be based on fitness and ability with seniority a factor only when fitness and ability are equal. All employees who meet the above qualifications shall be given the opportunity to fill future job vacancies. Regular part-time employees shall have seniority standing over part-time student and/or part-time employees holding full-time jobs elsewhere, provided they have the necessary qualifications and can work the available hours as determined by the "Employer."

(h) Regular full-time employees, if laid off due to no fault of their own shall have preference for available part-time employment.

(i) Following a layoff or reduction from full-time to part-time, employees shall be recalled in reverse order from which they were laid off or reduced. Seniority shall be the determining factor in all such matter of recall.

(j) In the event a full-time employee is promoted from the ranks of the Union, they shall retain their accrued seniority for a period of one (1) year. If, within that period, they are transferred back to any position covered by this Agreement, their full seniority shall be restored immediately.

(k) Employees designated under Article 45.3, who are demoted, are involuntarily reduced or voluntarily seek reduction themselves, shall be reclassified as full time clerks provided that they have been full time for at least one year prior to the date of such reduction and can work the available hours.

ARTICLE 35 - SENIORITY-CONTINUED

35.2 An employee's seniority shall end if discharged for just cause by the Employer, if they voluntarily quit, or if they are laid off continuously for a period of more than six (6) months, or if the employee is called back to work after a layoff and does not report to work within three (3) days, or seventy-two (72) hours, provided said employee has been notified by registered mail to the last known address furnished by the employee. If within seventy-two (72) hours, additional time is requested by the employee, the employer shall grant four (4) additional days.

35.3 The Company will provide the Union with a store wide seniority list and update it every six (6) months, or as requested by the Union.

35.4 New employees shall be considered hired on a probationary basis for the first thirty (30) days of their employment.

35.5 Full-time employees involuntarily reduced to part-time status shall retain their full-time benefits for a period of three (3) months.

35.6 In cases of full-time department managers demoted or voluntarily reduced, the following shall apply:

(a) Demotion, including layoff or any other involuntary reduction shall displace the least senior full-time clerk.

(b) Voluntary Reduction - Full-time clerk position, if available, provided further that the person voluntarily reducing himself from the department manager's position had been full-time for at least one year prior to the date of such voluntary reduction and can work the available hours.

35.7 Full-time employees with thirty-one (31) days service shall have seniority over all part-time employees.

35.8 The Company will provide the union with a store wide seniority list and update it every six months, or as requested by the Union.

ARTICLE 36

STRIKES AND LOCKOUTS

During the term of this agreement, there shall be no strike, lockout or stoppage of work unless either party fails to comply with the decision of an arbitrator. In any event, there shall be no strike, lockout or work stoppage of any kind until the other party has given seven (7) days written notice that it intends to engage in such a strike, lockout or work stoppage.

ARTICLE 37

SEPARABILITY

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

37.2 In the event by Federal, State or Local legislation there shall be in effect an existing law or such law shall be passed which shall provide for a minimum wage rate which will exceed any contract wage rate or rates in effect at the time of the effective date of such law, then such contract wage rate or rates shall be automatically adjusted at the time of the effective date of such law.

ARTICLE 38

CUSTOMER SERVICE CLERKS

38.1 The Employer shall have the right to employ Customer Service Clerks who shall be assigned work in and around the checkout area for the purpose of promoting customer goodwill through parceling, performing carry-out duties, supplying bag racks, handling bottle returns, cleaning, cart control, posting window signs and performing such other duties that may be required in the checkout area.

38.2 Customer Service Clerks shall be covered under all conditions of the Collective Bargaining Agreement except for Article 31, Health Care, as amended and Article 32, Pension Fund.

(a) Customer Service Clerks shall have the right to claim available hours, within their classification.

(b) Customer Service Clerks shall be paid the Customer Service Clerk progression scale.

38.3 Customer Service Clerks length of service shall be carried forward when a Customer Service Clerk is promoted to regular part-time status.

38.4 Customer Service Clerks shall be given the first opportunity for regular part-time openings based on their seniority date.

38.5 Violations of the Work Rules governing Customer Service Clerks shall be handled in the following manner:

ARTICLE 38 - CUSTOMER SERVICE CLERKS - CONTINUED

(a) First Store Offense - The Employer shall be issued a written warning notice by the Union wherein the Employer will be notified of the possible deletion of the Customer Service Clerks classification in the market where the violation occurred.

(b) Second Offense - The Union shall not schedule nor employ any Customer Service Clerks for a period of one week immediately following the second violation of the Customer Service Clerks provision.

(c) Third Offense - The Union reserves the right, upon written notification to the Employer, to suspend for the duration of the Collective Bargaining Agreement, all provisions of the Customer Service Clerks classification.

ARTICLE 39

TIME AND ATTENDANCE SYSTEM

39.1 Time and Attendance System shall be installed in all stores of the Company and each employee shall, as a condition of employment, be required to record and sign their individual Time and Attendance Record.

39.2 "The Fair Labor Standards Act", as amended, requires, among other things, that all time worked by employees be accurately recorded and that employees receive compensation for all time worked in excess of forty (40) hours in any work week at one and one-half (1 1/2) times their regular hourly rate of pay. The parties recognize and agree that strict compliance with this Act is in the best interest of the Employer, the Union and the employees. Therefore, the Employer will not request, suffer or permit any employee to work while not being registered on the Time and Attendance System, and the Union agrees to cooperate with and to assist the Employer in assuring strict compliance with this important federal legislation.

39.3 Any employee violating this provision, (either 39.1 or 39.2) shall be subject to disciplinary action, up to and including discharge.

ARTICLE 40

PROBATIONARY PERIOD

Any new employee hired by the Company shall be on probation for a period of thirty (30) days after date of hire. The thirty (30) day trial period can be extended an additional thirty (30) days on an exception basis with the Agreement of the Union Representative. During such time an employee may be discharged at any time and for any reason at the sole discretion of the Company and without recourse to the Grievance Procedure. Upon completion of the probationary period, the employee shall be placed on the seniority list with seniority dating to time of hire or rehire.

ARTICLE 41

TRAVEL PAY

Employees, including floaters, who temporarily transfer at the company's request to another store or are requested to attend a meeting at another location will be paid travel expenses from their home store or respective residence, whichever distance is shorter, at the rate of thirty-four and one-half cents (34.5¢) per mile for all miles actually driven by the employee if the one-way distance is in excess of twenty (20) miles. Employees who car-pool with another employee (whose vehicle is used) shall not be eligible for mileage pay.

ARTICLE 42

JOB POSTING

42.1 The Company shall post in the employee break-room all full time openings. The job posting shall be made for a period of no less than seven (7) days.

42.2 The Employer will agree to give part-time employees the opportunity to fill full-time jobs according to seniority provided they are qualified to perform the work and provided they can work the scheduled hours.

42.3 Upon request by the Union Representative, the Employer will send a copy of the notice concerning the employee who has successfully filled a posted position.

42.4 The Company will post for no less than a seven (7) day period, the name of the successful bidder for each job posted once the selection has been made.

42.5 All applicants for posted jobs will receive an interview.

42.6 Once an employee has bid on and received a full time job, such employee shall not, except by demotion or by mutual consent, be permanently transferred to a different job or store. The Company reserves the right to work an employee in any department or in any job on a less than permanent basis. It is further understood that in the event a department or job is eliminated in-full or in-part, based on operational needs, the Company may re-assign an affected employee without regard to the foregoing.

ARTICLE 43

VOLUNTARY/INVOLUNTARY REDUCTION

43.1 Employees who voluntarily reduce themselves from full-time to part-time shall receive their prior part-time rate plus any part-time wage increases which were granted during the period they were full-time. Employees, who were hired as full time, shall use their full time start date to determine the appropriate part time pay rate. The Employer shall pay at the time of reduction any unused full time vacation or personal holidays the employee has accrued.

43.2 Employees who are involuntarily reduced from full-time to part-time shall receive their prior part-time rate plus any part time wage increases which were granted during the period they were full-time. Employees, who were hired as full time, shall use their full time start date to determine the appropriate part time pay rate. The Employer shall continue to make full-time health care and pension contributions for three (3) additional months following the reduction. The Employer shall pay at the time of reduction any unused full time vacation or personal holidays the employee has accrued.

43.3 If the introduction of "case-ready" meat results in the elimination of Meat Cutter positions, affected employees will be provided other positions as long as they can perform the duties required. The new rate of pay for such employees will be no less than their Meat Cutter or First Cutter rate at that time. Eligible employees shall be those classified as Meat Cutters or First Cutters as 6/27/01.

ARTICLE 44

TEMPORARY RELIEF OF DEPARTMENT MANAGERS

Any employee who relieves an employee in a classified or premium paying position for five (5) work days or more, shall receive the applicable starting rate for the classified position or their rate plus the appropriate premium (\$.50/hr.- Dept. Mgr.'s, \$.25/hr. -Asst. Dept. Mgr.'s), whichever is greater. Assistant Department Managers and First Cutters shall be replaced at the discretion of Management when such replacement is warranted.

ARTICLE 45

WAGES AND CLASSIFICATIONS

45.1 Employees with base wage rates at or above the top rate called for in their respective progression scale or the rates listed below for classified positions shall receive the following general wage increases on the dates indicated below:

	<u>4/29/01</u>	<u>4/28/02</u>	<u>4/27/03</u>	<u>4/25/04</u>
Classified Positions	40¢	40¢	40¢	40¢
Department Managers	40¢	40¢	40¢	40¢
Assistant Department Managers	40¢	40¢	40¢	40¢
Full Time Clerks	40¢	40¢	40¢	40¢
Part Time Clerks	30¢	25¢	25¢	25¢
Customer Service Clerks	20¢	20¢	20¢	20¢

45.2 CLASSIFIED POSITIONS

	<u>4/29/01</u>	<u>4/28/02</u>	<u>4/27/03</u>	<u>4/25/04</u>
Meat Manager	\$15.22	\$15.62	\$16.02	\$16.42
1 st Cutter	\$14.92	\$15.32	\$15.72	\$16.12
Journeyman	\$14.72	\$15.12	\$15.52	\$15.92
Produce Manager	\$13.60	\$14.00	\$14.40	\$14.80
<u>Apprentice Cutters:</u>	<u>4/29/01</u>	<u>4/28/02</u>	<u>4/27/03</u>	<u>4/25/04</u>
1st 6 Months	\$12.22	\$12.62	\$13.02	\$13.42
2nd 6 Months	\$12.72	\$13.12	\$13.52	\$13.92
3rd 6 Months	\$13.22	\$13.62	\$14.02	\$14.42
4th 6 Months	\$13.72	\$14.12	\$14.52	\$14.92
Journeyman	\$14.72	\$15.12	\$15.52	\$15.92

ARTICLE 45 – WAGES AND CLASSIFICATIONS – CONTINUED

45.3 DEPARTMENT MANAGER POSITIONS

Deli/Prepared Foods Managers:

	<u>4/29/01</u>	<u>4/28/02</u>	<u>4/27/03</u>	<u>4/25/04</u>
Step 1	\$8.75	\$8.75	\$8.75	\$8.75
Step 2	\$9.25	\$9.25	\$9.25	\$9.25
Step 3	\$9.65	\$9.65	\$9.65	\$9.65
Step 4	\$10.15	\$10.15	\$10.15	\$10.15
Step 5	\$10.65	\$10.65	\$10.65	\$10.65
Step 6	\$11.15	\$11.15	\$11.15	\$11.15
Step 7	\$11.50	\$11.50	\$11.50	\$11.50
Step 8		\$11.80	\$11.80	\$11.80
Step 9			\$12.20	\$12.20
Step 10				\$12.50

Employees hired or promoted to Deli/Prepared Foods Manager prior to 6/27/01 will after first receiving the general wage increase, slot to the next highest wage rate called for in the above scale on their full time anniversary date or the six (6) month date following their anniversary date and shall continue to progress every six (6) months thereafter until achieving the top rate.** Employees hired or promoted to Deli/Prepared Foods Manager on or after 6/27/01 will progress through the above scale at six (6) month intervals from date of hire or promotion.

** Employees who have reached the top rate for their classification in the prior agreement will slot to the next highest wage rate in the above scale on October 27, 2001 and will continue to progress thereafter.

ARTICLE 45 – WAGES AND CLASSIFICATIONS – CONTINUED

Bakery Managers:

	<u>4/29/01</u>	<u>4/28/02</u>	<u>4/27/03</u>	<u>4/25/04</u>
Step 1	\$8.50	\$8.50	\$8.50	\$8.50
Step 2	\$9.00	\$9.00	\$9.00	\$9.00
Step 3	\$9.40	\$9.40	\$9.40	\$9.40
Step 4	\$9.90	\$9.90	\$9.90	\$9.90
Step 5	\$10.40	\$10.40	\$10.40	\$10.40
Step 6	\$10.90	\$10.90	\$10.90	\$10.90
Step 7	\$11.25	\$11.25	\$11.25	\$11.25
Step 8		\$11.55	\$11.55	\$11.55
Step 9			\$11.90	\$11.90
Step 10				\$12.25

Employees hired or promoted to Bakery Manager prior to 6/27/01 will after first receiving the general wage increase, slot to the next highest wage rate called for in the above scale on their full time anniversary date or the six (6) month date following their anniversary date and shall continue to progress every six (6) months thereafter until achieving the top rate.** Employees hired or promoted to Bakery Manager on or after 6/27/01 will progress through the above scale at six (6) month intervals from date of hire or promotion.

** Employees who have reached the top rate for their classification in the prior agreement will slot to the next highest wage rate in the above scale on October 27, 2001 and will continue to progress thereafter.

ARTICLE 45 – WAGES AND CLASSIFICATIONS – CONTINUED

All Other Department Managers:

A. Assistant Grocery Managers, General Merchandise Managers, Night Crew Managers, Maintenance Managers, Office Managers, Scan Coordinators and Dairy & Frozen Food Managers.

B. Bulk Food Managers, Captain's Choice Managers, Cheese Shop Managers, Petal Works (Floral) Managers, Photo One Managers, Butcher Block Managers and Carry Out Café Managers. These positions may be eliminated through attrition or when the department is abolished as a separate operational department. Affected employees shall retain their Department Manager rate and full time status.

	<u>4/29/01</u>	<u>4/28/02</u>	<u>4/27/03</u>	<u>4/25/04</u>
Step 1	\$8.00	\$8.00	\$8.00	\$8.00
Step 2	\$8.30	\$8.30	\$8.30	\$8.30
Step 3	\$8.50	\$8.50	\$8.50	\$8.50
Step 4	\$8.80	\$8.80	\$8.80	\$8.80
Step 5	\$9.10	\$9.10	\$9.10	\$9.10
Step 6	\$9.40	\$9.40	\$9.40	\$9.40
Step 7	\$9.70	\$9.70	\$9.70	\$9.70
Step 8	\$10.00	\$10.00	\$10.00	\$10.00
Step 9	\$10.30	\$10.30	\$10.30	\$10.30
Step 10	\$10.65	\$10.65	\$10.65	\$10.65
Step 11		\$11.00	\$11.00	\$11.00
Step 12			\$11.35	\$11.35
Step 13				\$11.70

Employees hired or promoted to Department Manager positions prior to 6/27/01 will after first receiving the general wage increase, slot to the next highest wage rate called for in the above scale on their full time anniversary date or the six (6) month date following their anniversary date and shall continue to progress every six (6) months thereafter until achieving the top rate.** Employees hired or promoted to Department Manager positions on or after 6/27/01 will progress through the above scale at six (6) month intervals from date of hire or promotion.

** Employees who have reached the top rate for their classification in the prior agreement will slot to the next highest wage rate in the above scale on October 27, 2001 and will continue to progress thereafter.

ARTICLE 45 – WAGES AND CLASSIFICATIONS – CONTINUED

45.4 ASSISTANT DEPARTMENT MANAGERS:

	<u>4/29/01</u>	<u>4/28/02</u>	<u>4/27/03</u>	<u>4/25/04</u>
Step 1	\$7.75	\$7.75	\$7.75	\$7.75
Step 2	\$8.05	\$8.05	\$8.05	\$8.05
Step 3	\$8.25	\$8.25	\$8.25	\$8.25
Step 4	\$8.55	\$8.55	\$8.55	\$8.55
Step 5	\$8.85	\$8.85	\$8.85	\$8.85
Step 6	\$9.15	\$9.15	\$9.15	\$9.15
Step 7	\$9.45	\$9.45	\$9.45	\$9.45
Step 8	\$9.75	\$9.75	\$9.75	\$9.75
Step 9	\$10.05	\$10.05	\$10.05	\$10.05
Step 10	\$10.40	\$10.40	\$10.40	\$10.40
Step 11		\$10.75	\$10.75	\$10.75
Step 12			\$11.05	\$11.05
Step 13				\$11.35

Employees hired or promoted to Assistant Department Manager positions prior to 6/27/01 will after first receiving the general wage increase, slot to the next highest wage rate called for in the above scale on their full time anniversary date or the six (6) month date following their anniversary date and shall continue to progress every six (6) months thereafter until achieving the top rate.** Employees hired or promoted to Assistant Department Manager positions on or after 6/27/01 will progress through the above scale at six (6) month intervals from date of hire or promotion.

** Employees who have reached the top rate for their classification in the prior agreement will slot to the next highest wage rate in the above scale on October 27, 2001 and will continue to progress thereafter.

A part-time Assistant Department Manager, where designated by management, shall be paid the minimum full-time rate or their rate plus a twenty-five cent (25¢) per hour premium whichever is greater.

Assistant Produce Manager rates of pay shall be determined by the above.

ARTICLE 45 – WAGES AND CLASSIFICATIONS – CONTINUED

45.5 FULL TIME CLERKS:

	<u>4/29/01</u>	<u>4/28/02</u>	<u>4/27/03</u>	<u>4/25/04</u>
Step 1	\$7.50	\$7.50	\$7.50	\$7.50
Step 2	\$7.80	\$7.80	\$7.80	\$7.80
Step 3	\$8.00	\$8.00	\$8.00	\$8.00
Step 4	\$8.30	\$8.30	\$8.30	\$8.30
Step 5	\$8.60	\$8.60	\$8.60	\$8.60
Step 6	\$8.90	\$8.90	\$8.90	\$8.90
Step 7	\$9.20	\$9.20	\$9.20	\$9.20
Step 8	\$9.50	\$9.50	\$9.50	\$9.50
Step 9	\$9.80	\$9.80	\$9.80	\$9.80
Step 10	\$10.10	\$10.10	\$10.10	\$10.10
Step 11		\$10.40	\$10.40	\$10.40
Step 12			\$10.70	\$10.70
Step 13				\$11.00

Employees hired or promoted to Full Time Clerk positions prior to 6/27/01 will after first receiving the general wage increase, slot to the next highest wage rate called for in the above scale on their full time anniversary date or the six (6) month date following their anniversary date and shall continue to progress every six (6) months thereafter until achieving the top rate.** Employees hired or promoted to Full Time Clerk positions on or after 6/27/01 will progress through the above scale at six (6) month intervals from date of hire or promotion.

** Employees who have reached the top rate for their classification in the prior agreement will slot to the next highest wage rate in the above scale on October 27, 2001 and will continue to progress thereafter.

ARTICLE 45 – WAGES AND CLASSIFICATIONS – CONTINUED

45.6 PART TIME CLERKS HIRED ON OR BEFORE 6/27/01:

Step 1	\$5.75
Step 2	\$6.00
Step 3	\$6.25
Step 4	\$6.50
Step 5	\$6.75
Step 6	\$7.00
Step 7	\$7.25
Step 8	\$7.50
Step 9	\$7.75
Step 10	\$8.00

Employees hired prior to 1985 will slot in at step #10, or will receive the full time general wage increase whichever is greater. Such employees shall receive the full time general wage increases for the second and third year of this Agreement. Such employees shall receive the part time general wage increase in the fourth year of this Agreement.

Employees hired from 1985 through and including 1993 will slot in at step # 9 or receive the part time general wage increase, whichever is greater. Such employees shall continue to progress every six (6) months thereafter until achieving the top rate.

Employees hired during 1994 or 1995 will slot in at step # 8 or receive the part time general wage increase, whichever is greater and will continue to progress every six (6) months thereafter until achieving the top rate.

Employees hired during 1996 will slot in at step # 7 or receive the part time general wage increase, whichever is greater and will continue to progress every six (6) months thereafter until achieving the top rate.

Employees hired during 1997 will slot in at step # 6 or receive the part time general wage increase, whichever is greater and will continue to progress every six (6) months thereafter until achieving the top rate.

Employees hired during 1998 will slot in at step # 5 or receive the part time general wage increase, whichever is greater and will continue to progress every six (6) months thereafter until achieving the top rate.

Employees hired during 1999 will slot in at step # 3 or receive the part time general wage increase, whichever is greater and will continue to progress every six (6) months thereafter until achieving the top rate.

Employees hired during 2000 will slot in at step # 2 or receive the part time general wage increase, whichever is greater and will continue to progress every six (6) months thereafter until achieving the top rate.

Part time employees hired between 01/01/01 and 06/27/01 will slot in at step #1 or receive the part time general wage increase, whichever is greater and will continue to progress through the above scale at six (6) month intervals.

ARTICLE 45 – WAGES AND CLASSIFICATIONS – CONTINUED

45.7 PART TIME CLERKS HIRED AFTER 6/27/01

	<u>4/29/01</u>	<u>4/28/02</u>	<u>4/27/03</u>	<u>4/25/04</u>
Step 1	\$5.75	-----	-----	-----
Step 2	\$6.00	\$6.00	-----	-----
Step 3	\$6.25	\$6.25	\$6.25	\$6.25
Step 4	\$6.50	\$6.50	\$6.50	\$6.50
Step 5	\$6.75	\$6.75	\$6.75	\$6.75
Step 6	\$7.00	\$7.00	\$7.00	\$7.00
Step 7	\$7.25	\$7.25	\$7.25	\$7.25
Step 8	\$7.50	\$7.50	\$7.50	\$7.50
Step 9		\$7.75	\$7.75	\$7.75
Step 10		\$8.00	\$8.00	\$8.00
Step 11			\$8.25	\$8.25

Part time employees hired after 6/27/01 will progress through the above scale at six (6) month intervals. After reaching the top rate, such employees will receive the general wage increase(s) as per Article 45.1.

45.8 LEAD CLERKS:

The Company may designate the following Lead Clerk positions:

- Butcher Block Lead
- Captain's Choice Lead
- Floral Lead
- Photo one Lead
- Bulk Food Lead
- Gas Shop Lead
- Customer Service Lead

Employees designated as such shall receive the appropriate full or part time clerk rate plus a twenty-five cent (25¢) per hour premium. Such positions may be created and filled where employees classified as Department Managers vacate their positions.

ARTICLE 45 – WAGES AND CLASSIFICATIONS – CONTINUED

45.9 CUSTOMER SERVICE CLERKS:

	<u>4/29/01</u>	<u>4/28/02</u>	<u>4/27/03</u>	<u>4/25/04</u>
Step 1	\$5.65	-	-	-
Step 2	\$5.85	\$5.85	-	-
Step 3	\$6.15	\$6.15	\$6.15	\$6.15
Step 4	\$6.30	\$6.30	\$6.30	\$6.30
Step 5	\$6.50	\$6.50	\$6.50	\$6.50
Step 6	\$6.70	\$6.70	\$6.70	\$6.70
Step 7	\$6.90	\$6.90	\$6.90	\$6.90
Step 8	\$7.10	\$7.10	\$7.10	\$7.10

Customer Service Clerks with hourly wage rates of \$5.30 or less will slot in at Step 1.

Customer Service Clerks with hourly wage rates of \$5.31 to \$5.50 will slot in at Step 2.

Customer Service Clerks with hourly wage rates of \$5.51 to \$5.70 will slot in at Step 3.

Customer Service Clerks with hourly wage rates of \$5.71 to \$5.80 will slot in at Step 4.

Customer Service Clerks with hourly wage rates of \$5.81 to \$6.00 will slot in at Step 5.

Customer Service Clerks with hourly wage rates of \$6.01 to \$6.25 will slot in at Step 6.

Customer Service Clerks with hourly wage rates of \$6.26 to \$6.45 will slot in at Step 7.

Customer Service Clerks with hourly wage rates of \$6.46 to \$6.60 will slot in at Step 8.

After slotting into the above scale, Customer Service Clerks hired on or before 6/27/01 will progress at six month intervals until achieving the top rate. After reaching the top rate, such employees will receive the general wage increase(s) as per Article 45.1.

ARTICLE 46

TERM OF AGREEMENT

46.1 This agreement shall remain in effect from April 29, 2001 until 11:59 p.m., April 30, 2005.

46.2 Either party desiring to terminate this Agreement or to negotiate changes in this Agreement shall give notice to the other party in writing at least sixty (60) days prior to the expiration date hereof. If such notice is not given as above, the Agreement shall be automatically renewed without change for a period of one (1) year. In the event either party serves such notice of a desire to negotiate changes in the Agreement, it is mutually agreed that the Employer and the Union, without undue delay, shall begin negotiations on the proposed changes and that pending results of negotiations neither party shall change the conditions existing under the contract.

46.3 This Agreement cancels and supersedes all previous Agreements between the parties hereto:

FOR THE COMPANY:



JOHN P. BARRETT
SENIOR VICE PRESIDENT
OF HUMAN RESOURCES



BRIAN DURR
DIRECTOR, LABOR RELATIONS

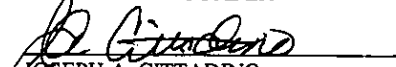
FOR THE UNION:



FRANK C. DERISO
PRESIDENT



ERIC A. GLATHEAR
EXECUTIVE ASSISTANT TO THE
PRESIDENT/RECORDER



JOSEPH A. CITTADINO
DIRECTOR, COLLECTIVE BARGAINING



ANGELO VELLAKE
BUFFALO AREA DIRECTOR

TOPS MARKETS, LLC
BUFFALO DIVISION AREA STORES AS OF 6/27/01

<u>LOCATION</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP CODE</u>
9	1000 Portage Road	Niagara Falls, NY 14301
22	7200 Niagara Falls Blvd.	Niagara Falls, NY 14304
38	3949 Lockport-Olcott Road	Lockport, NY 14094
41	3980 Maple Road	Amherst, NY 14226
42	3500 Main Street	Amherst, NY 14226
49	355 Orchard Park Rd	West Seneca, NY 14224
118	123 Grey St.	East Aurora, NY 14052
119	2140 Grand Island Blvd.	Grand Island, NY 14072
131	700 Thruway Plaza Drive	Cheektowaga, NY 14225
201	1385 Nash Road	N. Tonawanda, NY 14120
202	3865 Union Road	Cheektowaga, NY 14225
203	Route 219 (Ames Plaza)	Springville, NY 14141
207	3035 Niagara Falls Blvd	Amherst, NY 14228
208	3025 Orchard Park Road S.	Orchard Park, NY 14127
210	345 Amherst Street	Buffalo, NY 14207
212	800 Harlem Road	West Seneca, NY 14224
213	1460 South Park Ave.	Buffalo, NY 14220
215	4250 McKinley Parkway	Hamburg, NY 14075
220	4777 Transit Road	Depew, NY 14043
221	6914 Eric Road	Derby, NY 14047
222	1770 Broadway	Buffalo, NY 14212

Continued

TOPS MARKETS, LLC
BUFFALO DIVISION AREA STORES AS OF 6/27/01

<u>LOCATION</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP CODE</u>
224	2351 Maple Road @ Transit	Amherst, NY 14221
226	890 Young Street	Tonawanda, NY 14150
227	9660 Transit Road	East Amherst, NY 14051
228	150 Niagara Street	Tonawanda, NY 14150
232	2101 Elmwood Avenue	Buffalo, NY 14207
236	S. 6150 South Park Avenue	Hamburg, NY 14075
237	6363 Transit Road	Depew, NY 14043
238	658 Main Street	Arcade, NY 14009
239	1740 Sheridan @ Delaware	Buffalo, NY 14223
245	390 W. Main Street	Batavia, NY 14020
246	128 W. Main Street	Leroy, NY 14482
247	2382 Route 19	Warsaw, NY 14569
248	11200 Maple Ridge Road	Medina, NY 14103
261	12775 Broadway	Alden NY 14004



IMPORTANT NOTICE

Facts *YOU SHOULD KNOW...*

IT IS YOUR RESPONSIBILITY

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

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

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

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

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

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

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

"A suspended member working within the jurisdiction of the International Union may, upon application, be reinstated in the Local Union within whose jurisdiction he or she is working, upon payment to the Local Union of the regular reinstatement fee, dues, or assessments of that Local Union, and, in addition, he or she shall pay to the Local Union from which he or she is suspended any dues, fines or assessments due at the time of the suspension."