

K# 6855

ees = 1,350

# AGREEMENT

THIS AGREEMENT MADE, BY AND BETWEEN

THE RIVERSIDE DIVISION OF PENN TRAFFIC, INC.

(Stores Contract)

HEREINAFTER REFERRED TO AS THE EMPLOYER  
and



LOCAL 23

Chartered by the  
United Food & Commercial Workers International Union, AFL-CIO-CLC

HEREINAFTER REFERRED TO AS THE UNION

EFFECTIVE: 5-1-99

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## AGREEMENT

This Agreement made by and between The Riverside Division of Penn Traffic Company of DuBois, PA and hereinafter referred to as the "Employer", and the United Food and Commercial Workers Union, Local 23, AFL-CIO, CLC, hereinafter referred to as the "Union" on behalf of all present retail stores, excluding Mt. Carmel, operated by the Employer, excluding those stores specified under another agreement.

In addition to the bargaining unit described in the Agreement above, the Employer, to the extent permitted by law, agrees to recognize the Union as the sole and exclusive bargaining agent for employees employed at any additional store which the Employer may hereafter establish in any geographical area assigned to Local 23 by the United Food and Commercial Workers International Union, but excluding the convenience stores as provided in Article 1.1 below; however, that recognition shall be extended only in each such additional store for which Local 23 presents the Employer with signed authorization cards or membership applications authorizing Local 23 to represent the majority of the employees in each such additional store.

### WITNESSETH:

That in consideration of the mutual and reciprocal promises herein contained the Employer and Union covenant and agree as follows:

#### ARTICLE 1 - Purpose and Intent:

1.1 This Agreement is for the exclusive joint use and benefit of the contracting parties as defined and set forth herein. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve industrial and economical relationships and to set forth herein basic agreements covering rates of pay, hours of work and conditions of employment and shall cover the persons employed in any store owned or operated by the Employer. This contract excludes convenience stores with nine (9) or less employees.

1.2 It is mutually understood that the terms and conditions of employment relating to the employment of the workers covered by this Agreement have been decided upon by collective bargaining. This Agreement may be modified only by mutual consent, in writing by the parties hereto.

1.3 It is the intent of this Agreement to reserve to the Employer the right to employ and to except from the provisions of the same an adequate force of supervisory employees to conduct the safe and efficient operation of its units and at the same time to provide against the abuse of such reservation by limiting use of same employees to such employees as may be reasonably required for that particular purpose.

1.4 Wherever "he" is used in this Agreement, it is intended to mean he or she, or vice versa.

1.5 In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any court or other legal or administrative action against the other until the dispute, claim, grievance, or other shall have been brought to the attention of the party against whom it shall be made and the said party given actual notice of the same.

ARTICLE 1 - Purpose and Intent (Continued):

1.6 This Agreement shall supersede all existing and previous contracts and all local rules, regulations and customs heretofore established in conflict with this Agreement. Prior practices and customs not in conflict with this Agreement may be continued.

1.7 This Agreement covers the entire understanding between the parties hereto.

ARTICLE 2 - Recognition:

2.1 The Employer recognizes the United Food and Commercial Workers as the exclusive bargaining agent for all employees engaged in employment covered by this Agreement, and it will be a condition of employment that all employees hired will be members of the United Food and Commercial Workers Union after thirty (30) calendar days employment with the Employer.

2.2 Demo employees who work sixteen (16) hours per week for four (4) consecutive weeks are covered by this agreement and all terms of the agreement apply.

ARTICLE 3 - Union Shop:

3.1 It shall be a condition of employment that the employees in the bargaining units covered by this Agreement, who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing, and those who are not members on the execution date of this Agreement, shall, on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union. Employees hired during the terms of this Agreement, shall, as a condition of continued employment, become members no later than the thirty-first (31st) day from the initial date of hire.

3.2 The requirement of membership in the Union shall be satisfied upon payment or tender of payment by the employee of the amount of initiation fees, regular or periodic dues, and assessments uniformly required by the Union as a condition of acquiring or retaining membership.

3.3 The Employer shall be obligated to terminate the employment of any employee covered by this Agreement by reason of his or her failure to obtain or maintain membership in the Union as required by this Article 3 upon receipt of a written request by the Union for such termination. Such termination shall be effective no later than fourteen (14) calendar days from the receipt of such notice; it being understood, however, that the Employer shall have the right to refuse such request if it has reasonable grounds to believe (1) that such membership is not available to the employee on the same terms and conditions generally applicable to other members, or; (2) that membership has been denied or terminated for reasons other than the failure of the employee to tender periodic dues and initiation fees uniformly required as a condition of obtaining or retaining membership.

3.4 The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of any action taken by it in reliance on any direction by the Union under this Article 3, and Article 4 below for the purpose of complying with the provisions of each Article, unless Employer neglect is proven.

ARTICLE 3 - Union Shop (Continued):

3.5 The Employer will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Employer or any of its agents against any employee because of membership in the Union.

ARTICLE 4 - Checkoff:

4.1 The Employer agrees to deduct union dues, the initiation fee and authorized assessments from the weekly wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization to do so. Such deductions shall be made by the Employer each payroll period, pro rata, from the wages of employees. An estimated payment amount, based on the existing work force, shall be forwarded to the President of the Union within seven (7) days following each payroll period; with a reconciliation and adjusted payment forwarded, as necessary, within ten (10) days following the last payroll period each month. In the event no wages are due an employee or are insufficient to cover the required deductions, the deductions for such week shall be made from the wages next due the employee and thereupon transmitted to the Union.

4.2 Remittances of funds deducted from union members shall be accompanied by an itemized statement showing the name of each employee and the amount checked off for dues, initiation fees, and assessments together with a list of Union employees from whom dues assessments and initiation fees have not been collected. In addition to the above, the Employer shall furnish to the Union, each month, a list of those employees who have terminated and the date they terminated.

4.3 The Employer shall provide a payroll deduction for voluntary Active Ballot Club contributions. Such deductions shall be made and remitted in accordance with Section 4.1 of this Article.

4.4 The Employer agrees to deduct from an employee's earnings each payroll period, including vacation pay, the amount specified by an employee on the UFCW Local 23 Federal Credit Union written authorization for payroll deductions. Payroll deductions will commence with the payroll period following receipt of an employee's written authorization for UFCW Local 23 Federal Credit Union payroll deductions. The Employer agrees to forward such payroll deductions to the UFCW Local 23 Federal Credit Union within seven (7) days following each payroll period for each employee. Each employee will be allowed only one (1) Credit Union deduction, at the employee's discretion.

ARTICLE 5 - Management Rights:

5.1 Except as otherwise provided in this Agreement, the management of the work, the direction of the work force, the right to hire, and for just cause, the right to suspend or discharge, are all vested exclusively in the Employer and the Union shall not abridge this right. It is not the intent of this provision to encourage the discharge of employees.

5.2 The Employer shall not be hindered or prevented from the use of any type or quality of machinery, tools, and appliances and labor-saving devices and may secure materials or equipment from any market or source it sees fit without interference of any nature.

ARTICLE 6 - Labor/Management Meetings:

6.1 It is agreed to provide for labor/management meetings to be held as needed or as requested by either party. The purpose of the meetings will be to review problems that arise from the operation of the working agreement and other appropriate matters. However, these meetings do not replace the need for communications or meetings between the Union's Business Representatives and the Employer's representative to resolve problems on a day-to-day basis as they occur. It is the intent of both parties to resolve current issues without delay.

ARTICLE 7 - No Strike/No Lockout:

7.1 The contracting parties agree that, as a part of the consideration of this Agreement, any and all disputes, claims or demands growing or arising from any Article or Section of this Agreement shall be settled by the contracting parties and determined exclusively by the machinery provided in the "Settlement of Disputes" Section of this Agreement, or by the full use of free collective bargaining.

7.2 It is mutually agreed that there shall be no strikes or lockouts during the existence of this Agreement. The Union agrees that during such time it will refrain from ordering, and will use every effort to prevent cessation of work by any of its members employed by the Employer for any reason.

7.3 It shall not be a violation of this Agreement, nor grounds for discipline, discharge or replacement of employees for employees covered hereunder, to refuse to cross a picket line which has been authorized by and sanctioned by the Union signatory hereto, for the term of this Agreement.

ARTICLE 8 - Union Activity:

8.1 The Union will furnish the Employer at least one (1) Union store card or Union store decal for use at each location. Each such card or decal shall remain the property of the Union and shall be surrendered to the Union upon demand for legitimate cause.

8.2 (a) 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 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. If a Business Representative needs to have a conversation with a member which will require more than a minimal amount of time; the Business Representative will request the store manager or the person in charge to grant the employee time away from the selling area for such conversations. When possible, such conversation shall occur during the employee's normal rest periods.

(b) The Union also, through its Payroll Checking Representatives, shall have the right to visit the Employer's places of business with prior notification on an appointment basis, at any time during working hours for the purpose of updating Union records and fringe benefit entitlements.

8.3 Union officers or Business Representatives are permitted to attend any store meetings which could result in discipline or discharge of Union members.

## ARTICLE 8 - Union Activity (Continued):

8.4 A Union Steward, upon request to his immediate supervisor, shall be granted reasonable time during working hours, if required, to process grievances in accordance with this Agreement without loss of pay or other benefits.

8.5 The Union may designate steward(s) at each store covered by this Agreement. The Union Steward(s) shall be employees in the bargaining unit, and the most Senior Steward shall be the last to be laid off in the event of a reduction in the store's work force. The Union will furnish the Employer with the identity of the Union Steward(s) and, as necessary, shall apprise the Employer of any change in the identity of the Union Steward(s). Only one (1) steward shall be involved in the handling of each grievance.

8.6 The Employer shall grant up to one (1) day with pay per year for up to two (2) stewards per store to attend a Steward's meeting upon notification by the Union. If there is more than one (1) steward in a department, only one (1) steward shall be allowed to attend meetings if it creates a hardship in the department.

8.7 The Union shall have the right to use the Employer's bulletin board for the posting of official Union business, such as recreational or social affairs, union elections and the results of union elections, union appointments, union meetings, and other notices concerning bona fide Union activity. However, there will be no general distribution or posting by employees of pamphlets, advertising, political matters, notices, or any kind of literature upon Company property other than as herein provided.

8.8 Market managers or assistants will introduce new employees to a shop steward during the first week of employment. Additionally, the Employer will grant up to one-half (1/2) hour during a new employee's regular work schedule with no loss of pay for the purpose of the Union providing an orientation program either in conjunction with or separate from the Employer's orientation of new employees.

## ARTICLE 9 - Settlement of Disputes:

9.1 Should differences arise as to the meaning and application of the provisions of this Agreement or should differences arise about matters not specifically covered in this Agreement, or should any local troubles arise in any of the Company units, an earnest effort shall be made to settle such differences immediately in the following chronological manner:

1. The employee must file a written grievance on a form provided by the Union, no later than ten (10) calendar days from the time the incident occurs.
2. A meeting between the aggrieved parties, accompanied by the Union Steward and/or Business Representative and the Unit Manager shall be held within three (3) working days and the Unit Manager shall give his answer within three (3) working days following the meeting.
3. If the matter is not resolved at the Second Step, the officers and/or Business Representatives may present the matter to the Division Director of Human Resources within three (3) working days and request a meeting. The



ARTICLE 9 - Settlement of Disputes (Continued):

meeting shall be held within five (5) working days following the request and the Director's decision shall be given within five (5) working days following the meeting.

4. Should the answer at Step 3 fail to resolve the matter, either party may, within ten (10) working days, notify the other party of its intent to refer the case to arbitration. The parties may attempt to agree upon an arbitrator to hear the case. Either party may promptly request a panel from either the FMCS or the AAA. An arbitrator shall be selected within five (5) working days and his decision shall be final and binding on the parties. The fees and expenses of the Arbitrator shall be shared equally by the parties.

A decision reached at any stage of the proceedings above outlined shall be binding on both parties hereto and shall not be subject to reopening by any other party except by mutual consent and agreement of both parties.

9.2 Any of the time limits may be extended by mutual agreement of the parties. However, an agreement to extend the time for referring a case to arbitration must be in writing and signed by a representative of each party.

9.3 Should either party fail to abide by an arbitrator's decision, Article 7 of this Agreement shall be considered void.

ARTICLE 10 - Employee Discipline or Discharge:

10.1 A Union steward is to be present when an employee is given a written reprimand. In the event of a discharge or a suspension, other than one which requires the immediate removal of an employee, a Business Representative shall be afforded the opportunity to be present by at least twenty-four (24) hours advance notice to the Representative or the Union office.

10.2 Any employee who enters into a business competing with the Employer is subject to discharge.

ARTICLE 11 - No Discrimination:

11.1 The Employer and the Union agree that neither shall discriminate against any employee because of age, race, creed, color, sex, national origin, disability, marital status, or Union membership.

ARTICLE 12 - Safety:

12.1 All legal obligations and duties imposed by law upon the Employer for the preservation of life, limb, and property shall be complied with to the fullest extent possible.

12.2 The employees shall abide by all reasonable rules and regulations of the Employer. The reasonableness shall be determined by the grievance procedure and said rules and regulations in the meantime shall be complied with by the employees.

ARTICLE 12 - Safety (Continued):

12.3 When, in the opinion of an employee, reasonable protection from injury is not provided, it shall be considered legitimate for grievance and shall be taken up pursuant to this Agreement.

12.4 The Employer agrees to furnish and maintain a first-aid kit in a designated place, and to check said kit monthly to replenish needed supplies.

12.5 The Union and Employer agree to establish a Health and Safety Committee in each store.

(a) The Union and Employer may appoint an equal number of representatives to the committee. There shall be two (2) bargaining unit members on the committee. The UFCW Local 23 Representative who regularly services the bargaining unit shall also be on the committee.

(b) They shall meet bi-monthly.

(c) The Chairman and Secretary positions on each committee shall rotate annually between Union and Employer appointees.

(d) The committee's functions include, but are not limited to, the right to make unannounced safety tours; review of safety; investigations of injuries, accidents, and diseases, and other items concerning health and safety of interest to the committee. The Employer shall provide all members of the committee, along with the affected employee, copies of all accident reports made to the Employer by an employee.

(e) Any member of the committee may introduce items concerning health and safety to the committee's agenda.

(f) The Employer will give reasonable consideration to the committee's recommendations.

(g) The committee shall be provided access to all Company data concerning environmental monitoring, toxic materials, and improvements under consideration.

(h) Union committee members who are employees of the Employer shall receive lost-time pay from the Employer for working hours devoted to safety and health.

(i) The Employer agrees to grant one (1) day off per year with pay to one (1) bargaining unit committee member per store for the purpose of attending a Health and Safety Training program, if scheduled by the Union. Management committee members may also attend the training programs.

ARTICLE 13 - Uniforms and Equipment:

13.1 Outside protective clothing for unloading trucks, frozen foods, and for sanitation program will be furnished.

13.2 Hooded raincoats will be supplied by the Employer for carry out service. Also, the Employer agrees to provide winter sweat shirts for Customer Service.

ARTICLE 13 - Uniforms and Equipment (Continued):

13.3 All employees required to wear a special uniform not furnished by the Employer, shall receive a uniform laundry allowance. Full-time employees shall receive \$6.00 per month and part-time employees shall receive \$4.00 per month.

All new employees subject to the uniform allowance shall be eligible for the allowance the first full calendar month of employment. It is understood that all employees working in the meat rooms shall wear some type of garment which has sleeves that reach below the elbow.

ARTICLE 14 - Military Service:

14.1 The Employer and Union agree to comply with all rules and regulations governing employees returning to their positions after service in the armed services of the United States of America.

ARTICLE 15 - Probationary Period:

15.1 All new employees shall be considered probationary employees for a period of thirty (30) calendar days, during which period will have no seniority and may be discharged without recourse to the grievance and arbitration procedure, but shall enjoy and be bound by all other provisions of this Agreement. Any employees retained beyond the probationary period shall have their seniority date back to the original date of employment. An additional thirty (30) day probationary period will be granted to the Employer with notification to the employee and the Union.

15.2 There will be no probation period for any employee going to a new job.

ARTICLE 16 - Seniority:

16.1 Seniority/longevity shall start from the first day of employment for all employees. Part-time employees promoted to full-time shall have the first day of full-time employment as their adjusted full-time seniority date. Seniority shall be computed in years, weeks, and days. Longevity shall be applied on a Company-wide basis for the purpose of layoffs, recalls, transfers, and promotions. Seniority shall be applied on a store-wide basis within the groups outlined in Schedule "A" for scheduling of straight-time, overtime, and premium paid hours. In scheduling hours of work for part-time employees within groups, the available hours will be scheduled by seniority, along with availability to maximize the number of hours for each employee.

16.2 In all layoffs, recalls from layoff, hours, and overtime, seniority shall govern with due regard for the ability to perform the work required. In all transfers and promotions, other than department head, longevity shall govern with due regard for the ability to perform the work required, and the ability to do the work will be determined by testing and present performance evaluations. In all promotions to department head positions, longevity shall govern only if all other factors (employee's skill and ability and employment record) are equal and that will be determined by testing and present performance evaluations. In transfers from one group to another, longevity shall govern. Testing will be done at time of hire and not thereafter except in connection with promotions to department head positions. Testing shall be designed to determine the

ARTICLE 16 - Seniority (Continued):

employee's ability to perform the work. Any employee denied a promotion based on test results shall be entitled, upon request, to a full explanation of the decision and the denial shall be subject to the grievance procedure.

16.3 Time lost through layoff or illness shall not effect an employee's seniority other than as provided in this Agreement.

16.4 Seniority will be broken if an employee meets any one of the following conditions:

- (a) Voluntary quit.
- (b) Discharge for cause.
- (c) Continuous layoff exceeding one (1) year.
- (d) Failure to report for work within one (1) week after call back to work following a layoff.
- (e) Absence for three (3) consecutive days without notifying the Employer of the reason for absence.
- (f) Failure to return as scheduled or to report off upon conclusion of a leave of absence, or an extension of such leave.
- (g) Absence from work for twenty-four (24) consecutive months for any reason, excluding occupational disability.

16.5 When an employee is reduced from full-time to part-time, their part-time seniority date will be granted as their new seniority date. However, the employee cannot sign up for a full-time job for a one (1) year period starting with the date the employee is reduced to part-time if the reduction is at the employee's request. The change may be made in the market where the job exists except in areas where markets are close enough so that transfers are easily accomplished. When changes are made, longevity shall govern with due regard for the ability to perform the work required.

16.6 The employees affected by promotions, demotions, permanent layoff or permanent transfers will be notified at least one (1) week in advance of such action.

16.7 The Employer agrees to give the Union Business Representative a copy of the seniority list, and the seniority lists will be updated on January 1 and July 1 of each year.

SCHEDULE "A"

Group 1 - Meat:

Meat Manager	Full-Time & Part-Time Journeyman
Asst. Meat Manager	

Group 1A:

Full-Time & Part-Time Meat Apprentice

ARTICLE 16 - Seniority (Continued):

Group 2 - Meat Service:

Full-Time & Part-Time Meat Prepackers  
Full-Time & Part-Time Service Meat Clerks  
Full-Time & Part-Time Seafood Clerks (in stores where the Seafood  
and Deli Department is not adjacent)

Group 3 - Produce:

Produce Manager  
Full-Time & Part-Time Produce Clerk, Frozen Food, and  
Salad Bar

Group 4 - Floral:

Full-Time & Part-Time Floral Clerks

Group 5 - Bakery:

Bakery Manager                      Apprentice Baker  
Asst. Head Baker                    Baker's Helper  
Baker                                  Full-Time & Part-Time Finisher  
Full-Time & Part-Time Bakery Sales Clerk  
Full-Time & Part-Time Bakery Laborer  
Full-Time & Part-Time Bakery Porter  
Full-Time & Part-Time Bench Hand  
Full-Time & Part-Time Cake Decorator

Group 6 - Deli:

Deli Manager  
Full-Time & Part-Time Kitchen Help  
Full-Time & Part-Time Deli Sales  
Full-Time & Part-Time Seafood Clerks (in stores where the Seafood  
and Deli Department is adjacent)

Group 7 - Grocery:

Head Floor Person                   Full-Time & Part-Time G.M. Clerks  
Night Manager                       Full-Time & Part-Time Grocery  
  Porter  
Full-Time & Part-Time Grocery Clerks  
Lead Clerk

Group 8 - Cashier:

Head Cashier  
Full-Time & Part-Time Cashiers

Group 9 - Pharmacy:

Full-Time & Part-Time Pharmacy Clerks

Group 10 - Customer Service Clerks

Group 11 - Restaurant

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ARTICLE 16 - Seniority (Continued):

Group 11A:

Full-Time & Part-Time Waitresses & Hostess

Group 11B:

Busboys & Dishwashers

Group 11C:

Full-Time & Part-Time Short Order Cooks

Group 12 - Demo Employees

ARTICLE 17 - Job Postings and Transfers:

17.1 The Employer will post all full-time job openings in all markets. Any employee who wants to be considered for the job must telephone the Human Resources Department within four (4) calendar days of the date of posting, and follow up the call with a letter to the Human Resources Department stating interest in said job.

17.2 The Employer will post part-time openings for a three (3) day period, except Customer Service Clerks, in those markets within a thirty (30) mile radius of the market which has the opening. Any employee who wants to be considered for an opening shall sign the posted bid sheet. A copy of the bid sheet shall be given to the steward. The provisions of this Section are subject to the lateral transfer provisions of this Article.

17.3 All job postings will include pay rates. In the event the Company separates the Deli/Bakery Manager position into two (2) jobs, the Bakery Manager job will be bid.

17.4 The Employer agrees to notify the Union office when full-time jobs are posted and when they are filled and the identity of the employee filling the job. All applicants for full-time job openings will be notified within seven (7) days after the selection has been made with the name of the successful bidder.

17.5 A posted job must be filled within fifteen (15) days after the posting period. If not so filled, it must be reposted before a new employee is hired unless the original posting attracted no bidders. The Employer agrees to furnish the Union with written job descriptions for all jobs.

17.6 In all lateral transfers, the employee wishing to transfer must have worked at least six (6) months in his present location unless requested to move by the Employer. In all transfers, longevity shall govern with due regard for the ability to perform the work required.

17.7 If an opening occurs, employees may, on a voluntary basis, transfer from a higher rated classification to a lower rated classification, by longevity.

17.8 Non-supervisory job opportunities with the Riverside Division will be posted in the stores; i.e., warehouse, office, etc.

ARTICLE 18 - Reductions in the Work Force and Bumping:

18.1 A. General Principles

The following general principles shall serve as a guide for accomplishing reductions within any store:

(1) In the event that the Employer deems it necessary to effect a reduction in the work force, pursuant to Paragraph B, Sub-Paragraph (2) or (3) of this Section, affecting the status of a full-time employee, the Employer will submit its proposed reduction schedule to the Union and afford the Business Representative an opportunity to discuss it with the Division Director of Human Resources before it is implemented. Actions taken by the Employer after such discussions shall be subject to the grievance procedure.

(2) The first reduction shall be accomplished by reducing part-time hours in the affected classifications to the minimum number reasonably necessary to maintain efficient operations and adequate Customer Service.

(3) The next phase of reduction shall be accomplished by reducing full-time employees to part-time status proceeding in the reverse order of seniority among employees in the affected classification. The Employer will assign the maximum number of part-time hours to the reduced full-time employee(s). Seniority, rate of pay and benefits will not be affected if the reduction is for a period of twelve (12) weeks or less.

(4) The final phase shall be layoff of full-time employees. It is understood that before any full-time employee is laid off, he shall be entitled to work any hours in his classification in the store or any other classification in the store, provided he wants to work those hours and has the ability to perform the job. If he/she chooses to work in another class, those hours will be paid at the applicable rate for that class.

B. Movement in Reductions

(1) Definitions. For purposes of this Article, the following definitions apply:

(a) "Longevity" means the length of an employee's continuous service with the Employer irrespective of classification.

(b) "Prior Classification" means any classification equal to or lower rated than his present classification in which the employee was previously classified and for which the employee is still qualified, or a classification equal to or lower rated than his present classification in which the employee is qualified.

(c) "Town" shall mean the area designated in Schedule I attached hereto.

18.2 A. Reductions in the Work Force

(1) Short Term Reductions. In the event that economic or business conditions in a store make it necessary for the Employer to reduce the hours of one or more full-time employees, the employee will retain

ARTICLE 18 - Reductions in the Work Force and Bumping (Continued):

full-time status in all respects except hours and the Employer will assign the affected full-time employee(s) to work hours in his own store or another store within a thirty (30) mile radius in replacement of overtime hours or part-time hours in the same classification or prior classification in order to permit the employee to maintain his full-time hours to the extent possible. A full-time employee may, during a period of reduction, elect to work split shifts or six days, without premium pay, or to work four (4) ten hour days at straight time, with no overtime or premium pay, or to work any combination of hours at straight time, not to exceed ten (10) hours per day, to preserve his full-time hours or to minimize the reduction of hours.

(2) Indefinite or Long Term Reductions. If a full-time employee is to be laid off or is to be reduced to part-time status for a period which is expected to be in excess of six (6) weeks or if a full-time employee is displaced as a result of a store closing, burn-out or sale, he shall be permitted either to accept a reduction to part-time status and remain in his store or to exercise his longevity to displace another employee who has less longevity--in the following manner:

(a) Employees Who Have Less Than Ten (10) Years Of Longevity

- (1) The displaced employee may exercise his "longevity" to displace the full-time employee in his classification in the same town who has the least "longevity" or to displace the full-time employee in any prior classification in the same town who has the least "longevity".
- (2) The displaced employee who cannot move under Paragraph 1 or who is displaced under Paragraph 1, may exercise his "longevity" to displace the full-time employee in his classification with the least "longevity" in the seniority area, or to displace the full-time employee in a prior classification with the least longevity in the seniority area.
- (3) A displaced employee who cannot move under Paragraph 2 or who is displaced under Paragraph 2 may exercise his "longevity" to displace the full-time employee in his classification with the least "longevity" in the master area, or to displace the full-time employee in a prior classification with the least longevity in the master area.
- (4) A displaced employee who cannot move under Paragraph 3 or who is displaced under Paragraph 3 may exercise his longevity to displace the full-time employee in his classification with the least longevity in the contract coverage, or to displace the full-time employee in a prior class with the least longevity in the contract coverage.



ARTICLE 18 - Reductions in the Work Force and Bumping (Continued):

(b) Employees With More Than Ten (10) Years Longevity

If the full-time employee who is displaced at the first or any subsequent step of the procedure outlined in "a" above has ten (10) or more years of longevity, he will be permitted to displace any full-time employee in his classification with less longevity or any employee in a prior classification with less longevity.

(3) Part-Time Employees.

If a part-time employee is reduced to under sixteen (16) hours for a period of two (2) weeks or reduced to under twenty-four (24) hours guaranteed in Article 19, Section 18 for a period of two (2) weeks or laid off, they shall follow the same procedure outlined in "a" and "b" above. The employee bears the responsibility to notify the Employer when the two (2) week requirement has been met.

18.3 A. Recall From Layoff. Employees shall be recalled in the reverse order of layoff. New employees shall not be hired within the master area in a classification in which there are persons on layoff or in a classification for which there are qualified persons on layoff until the vacancy has first been offered to the laid off employee, and posted.

B. Employees reduced from full-time to part-time shall have their full-time seniority date in their classification frozen and shall use their original part-time seniority date in their classification while they are reduced.

C. A movement as a result of the bumping procedure is not subject to the one (1) year requirement of Article 17, Section 6.

D. During such time that the employee is reduced from full-time to part-time, they shall accrue pro rated full-time seniority.

E. Stewards - For purposes of this Article, the most senior Steward shall be credited with the greatest longevity in the store and shall have the opportunity to remain at the location so long as there is work available in his classification or a prior classification.

F. Any employee who does not choose to accept a bump at the time he is displaced will have to wait for an opening in his classification or a prior classification before returning to work.

G. When an employee bumps to a prior classification because there is no bump in his present classification, he will be offered any openings in that classification or a prior classification unless notice has been given the Employer that he is no longer interested in such a move.

ARTICLE 18 - Reductions in the Work Force and Bumping (Continued):

SCHEDULE 1

"Town"

Greenville	#236
Oil City	#16, #17, #44
Clearfield	#37, #216
Johnstown	#31, #43, #210, #214
Brookville	#201
Altoona	#47, #48, #299
DuBois	#3, #231
Clarion	#207
St. Mary's	#208
Indiana	#211
Meadville	#218
Titusville	#219
Huntingdon	#230
Williamsport	#261
Spangler	#229
McConnellsburg	#260
Natrona Heights	#256
Somerset	#225
Blairsville	#249
Tyrone	#235

Master (A)

Area I

#37 Clearfield, PA  
#216 Philipsburg, PA

Area II

#3 DuBois, PA  
#201 Brookville, PA  
#207 Clarion, PA  
#208 St. Mary's, PA  
#231 Dubois, PA

Master (B)

Area III

#230 Huntingdon, PA  
#47 Altoona  
#48 Holidaysburg  
#299 Altoona  
#260 McConnellsburg  
#235 Tyrone

Area IV

#31 Johnstown  
#43 Windber  
#210 Johnstown  
#214 Johnstown  
#211 Indiana  
#229 Spangler  
#225 Somerset  
#249 Blairsville

Master (C)

Area V

#16 Oil City  
#17 Oil City  
#218 Meadville, PA  
#219 Titusville, PA  
#44 Seneca, PA  
#236 Greenville, PA

ARTICLE 18 - Reductions in the Work Force and Bumping (Continued):

Master (D)

Master (E)

Area VI

Area VII

#261 Williamsport, PA

#256 Natrona Heights

ARTICLE 19 - Hours:

19.1 Forty (40) hours, five (5) eight (8) hour days, shall constitute the regular work week for full-time employees. All time worked in excess of eight (8) hours per day or forty (40) hours per week by any employee will be paid for at the rate of time and one-half (1 1/2).

19.2 It is recognized by the parties that the concept of a compressed work week of four (4), ten (10) hour days is not practical for all stores; however, where it has been mutually agreed in writing between the Store Manager and individual employees, such individual employees may be scheduled to work four (4), ten (10) hour shifts within the normal work week. Part-time employees assigned to night stocking crews may be scheduled for less than four (4) days at ten (10) hours per day.

The daily overtime provision herein shall not apply for the employees who have mutually agreed, in writing, with the Employer to work a weekly schedule of four (4), ten (10) hour shifts.

In such event, all time worked in excess of ten (10) hours per day shall be paid for at time and one-half (1 1/2) the employee's regular hourly rate of pay.

Full-time employees working four (4), ten (10) hour shifts in a work week will be paid ten (10) hours pay at their regular straight time hourly rate of pay for all holidays which occur during such scheduled work week.

19.3 Time worked will be computed to the nearest quarter hour. The description below is computed in hundredths of an hour which your time clock registers.

Example - Time card punched at quitting time:

9:12 - 1/4 hour dropped  
9:13 - 1/4 hour paid  
9:37 - 1/4 hour paid  
9:38 - 1/4 hour paid  
9:62 - 1/2 hour paid  
9:63 - 3/4 hour paid  
9:87 - 3/4 hour paid  
9:88 - 1 hour paid

19.4 The Employer agrees to post a work schedule for the following week by 8:00 a.m., each Friday. Special scheduling requests must be submitted by 8:00 a.m., on Thursday. The posted schedule shall not be changed unless an error in scheduling would result in a contract violation and hours would have to be adjusted. In such case, only the schedules in violation of the contract can be changed. If an error in scheduling occurs, management must be notified within forty-eight (48) hours from the start of the workweek

ARTICLE 19 - Hours (Continued):

unless the employee was not scheduled Friday, Saturday, Sunday, or Monday. In which case, the employee will have until midnight of their first day scheduled to work.

19.5 All scheduled shifts must be at least four (4) hours. Part-time employees may be called in for not more than two (2), three (3) hour shifts in any one week. This does not include call in to replace scheduled hours. A shift is the total number of hours for the workday. A period is a division of the shift by a lunch break.

19.6 If an employee is required to work outside his or her posted schedule, he or she will not be required to take time off from his or her regular schedule to avoid payment of overtime.

19.7 No more than two (2) evenings per week will be scheduled for full-time employees, and no more than two (2) evenings in succession, except the head floor person or appointed clerk in a week in which he replaces the assistant market manager or in a week when the market manager is off. In such a week, the head floor person or appointed clerk may be scheduled to work three (3) evenings, but no more than two (2) evenings in succession. Evenings are work scheduled after 6:00 p.m. If a part-time employee is working a forty (40) hour schedule, the above scheduling restrictions apply.

19.8 There will be a nine (9) hour break between market daily work schedules. If there is not a nine (9) hour break between work schedules, the time worked within that nine (9) hour period will be paid at the rate of time and one-half (1 1/2). At the request of an employee, a ten (10) hour break between shifts shall be granted.

19.9 The normal meal period shall be one (1) hour in length. A half-hour unpaid meal period will be permissible on an individual basis. Such election shall be on an annual basis; selection will be made on January 1 of each year. However, an employee may request a change on thirty (30) days notice to the Department Manager and Market Manager. Employees may work through their lunch period by mutual agreement between management and the employee. Such agreement will not be unreasonably denied by management.

19.10 On any scheduled ten (10) hour work day, employees are entitled to have one (1) meal break.

19.11 Employees shall not be required to work longer than five (5) hours without a meal period.

19.12 There will be no split shifts for full-time market employees. Part-time market employees may request a split shift. The request must be in writing and be signed by the Union Steward of that unit. The minimum period for the split shift will be three (3) months and the maximum period six (6) months.

19.13 Each full-time employee will have at least two (2) Saturday nights off per month, and the part-time employees will have at least one (1). For the purposes of this Section, a Saturday night is defined as after 6:00 p.m., Saturday until 8:00 a.m., on Sunday.

19.14 The employee's day off will be twenty-four (24) hours.

ARTICLE 19 - Hours (Continued):

19.15 Any employee working off the clock or violating other work clauses of this Contract will be subject to disciplinary action.

19.16 Employee meetings will be on the clock if called by management. Minimum time period paid for a meeting will be one (1) hour, if not held during scheduled hours. Employee meetings will be paid at the straight time rate unless the total hours worked exceeds forty (40) in one (1) week, except when a full-time employee has to return to work to attend a meeting after he completes his normal shift. Call-in pay will not apply. Employees may be scheduled for thirty-nine (39) hours plus one (1) hour for a market meeting only if he is scheduled to finish his shift at the time the meeting begins. Whenever possible, employees will be given one (1) week's notice of meetings. Evaluations will be done on Company time.

19.17 Except when scheduled, part-time employees will have the right to refuse work over thirty-two (32) hours, and full-time employees will have the right to refuse work over forty (40) hours. However, if there are insufficient volunteers, the Employer has the right to require employees to work the needed hours. The least senior employee(s) will be required to work, unless compelling reasons exist.

19.18 Part-time employees, at December 1, 1973, who have five (5) years or more of continuous service, regardless of what classification the service was performed in will be guaranteed twenty-four (24) hours work per week. After December 1, 1973, the seniority date for determining the employee's eligibility for the twenty-four (24) hour work guarantee will be the starting date in the particular job classification. Time worked in another job classification will not be recognized in determining the employee's eligibility for the twenty-four (24) hour guarantee. Employees hired after June 19, 1981, shall not be eligible for the twenty-four (24) hour guarantee.

19.19 Any scheduling restrictions in this Contract will not be applicable to floral employees.

19.20 In case an employee should lose time from his schedule for a particular week due to emergency caused by riot, civil disorder, or an Act of God, any arrangement worked out between the Union and the Employer to make up all or part of such lost time shall be valid under this Agreement. When work is offered to an employee under such an Agreement, he may accept such work or reject it and lose time.

19.21 All part-time help, when scheduled, must be scheduled for sixteen (16) hours or more per week, except when requested in writing by the employee and signed by the Union Steward of that unit and approved by management. Such approval will not be unreasonably denied. There will be no time limit placed on these requests.

19.22 Each employee shall receive an uninterrupted rest period as follows: One (1) ten (10) minute rest period for every three (3) hours worked. Employees scheduled to work six (6) or more hours a day shall receive two (2) ten (10) minute rest periods, the first to occur in the morning and the second in the afternoon or the first in the afternoon and the second in the evening for employees who are working a late schedule. Rest periods will be granted as near to the middle of each work shift as possible.

ARTICLE 19 - Hours (Continued):

19.23 When a full-time employee is on vacation, sick leave, or absent from work for one (1) week or more, the most senior available part-time employee within the seniority group will receive a forty (40) hour workweek to replace the full-time employee.

ARTICLE 20 - Work:

20.1 Whenever applicable and scheduling permits, porters are to clean public rest rooms; otherwise, Customer Service Clerks will be assigned on a rotating basis.

20.2 There will be rotation on night stocking crews: One stocker will be rotated every four (4) weeks, and all clerks will rotate. A night stocker may choose to remain on the night stocking crew if he so desires, but he must be asked if he desires to rotate each time that his name comes to the top of the list for rotation. If someone refuses to rotate from the night shift at this turn, then his name shall be placed at the bottom of the rotation list. Should a member of the day shift crew wish to rotate with the night stocking crew, in any market that has a night stocking crew, his wish will be honored at the next rotation date.

20.3 All work shall be performed by bargaining unit employees except that work that is currently being done by outside vendors may continue to be done. Furthermore, in the event there is a substantial merchandising change that would affect the application of this Article, the Union and the Company agree to meet and discuss the effects on the bargaining unit. In the event a mutual agreement cannot be reached as to the effects on the bargaining unit, the matter will be submitted for arbitration as per the Article in this working agreement.

20.4 The Employer may hire part-time meat journeymen to fill in for vacations during the months of May, June, July, August, and September at a rate of \$6.75 per hour.

A summer fill-in journeyman must become a member of the Union after thirty (30) calendar days. No extension shall be granted.

The Employer will notify the Union office in writing as to the names of summer fill-in journeymen and where they worked the previous week.

Summer fill-in journeymen shall not be used to reduce hours of present meat personnel.

20.5 A Head Cashier will be appointed in all markets averaging \$100,000.00 per week or more. Volume to be computed on quarterly periods. Head Cashiers, once appointed, will not be cut back.

20.6 Customer Service Clerks - Employees classified as Customer Service Clerks shall bag sold merchandise, stock grocery bags and supplies at the checkouts, do general custodial work in all departments, outside maintenance, block shelves, clean up broken merchandise, collection of bascarts and handle return bottles.

ARTICLE 20 - Work (Continued):

The phrase "do general custodial work" shall hereafter be interpreted to include the following tasks:

- (a) Clean all rest rooms and break rooms.
- (b) Clean windows and moldings at the front end of the store.
- (c) Replace all light bulbs.
- (d) Perform all necessary sweeping and mopping services on the floors, including using the machines to maintain the floors and mopping which is required in connection therewith.
- (e) Scrape gum from the floors.
- (f) Clean all kick plates.
- (g) Installing and replacing signs at the front end of the store.
- (h) Go-backs on perishables.
- (i) Price checks on all merchandise.
- (j) Clean pop and coffee machines.
- (k) Blocking shelves.
- (l) Clean register and check stands.
- (m) Clean mats.
- (n) Clean all trash cans.
- (o) Take trash back from register and manager's office, and perform other duties as prescribed by management except the specific exceptions listed below.

A Customer Service Clerk may also handle merchandise when the customer brings it to the check stand and may assist the customer in removing merchandise from the basket, package the merchandise, and assist the customer out of the store.

Customer Service Clerks may not do the following work:

- (a) Stock shelves.
- (b) Unload trucks.
- (c) Make price changes.
- (d) Receive merchandise.
- (e) Ring cash registers.
- (f) Price mark merchandise.

ARTICLE 20 - Work (Continued):

- (g) Move merchandise from one location to another, or handle merchandise for sale before it has been checked out, such as bagging candy bars or moving merchandise from back room to sales floor. Customer Service Clerks may remove and replace products from shelves for the purpose of cleaning the same.

Before any Customer Service Clerk is assigned to work in another classification, the employees within that classification to which the work is being assigned will have the first opportunity for said work, if available, so long as it does not cause the rate of pay to be overtime and work available will fulfill the minimum schedule period for part-time employees. Any Customer Service Clerk being assigned to work in another classification will be paid the applicable rate.

20.7 Employees assigned to assist maintenance men or assigned after the market is closed, to perform light maintenance work, shall be paid a premium of one (\$1.00) dollar per hour for time spent at such work. Light maintenance work is defined as: ceiling tile replacement, light replacement, and painting, etc.

ARTICLE 21 - Leaves of Absence:

21.1 Any employee may apply in writing for a leave of absence, and such leave of absence shall be granted for medical and hardship reasons. An employee with less than one (1) year of continuous service granted a leave of absence in excess of one (1) month will not accrue seniority during the leave of absence for any purpose. The maximum leave of absence shall be one (1) year. Pregnancy shall be treated as any illness. Employees will give notice of their intention to return to work at least one (1) week before the date of their return. A leave of absence shall not be granted to seek other employment.

21.2 A temporary leave of absence (without pay) shall be granted to any executive of the Union, should he be called from duty on Union business.

21.3 Any member of the Union being elected or appointed to a permanent office or full-time position in the Union will be granted a leave of absence without pay, and shall at the end of his time be guaranteed reemployment in accordance with his seniority at his former wage rate plus any increase or less any reductions that may become effective during his absence. The maximum time of this leave will be five (5) years. The location of his reemployment will be at his former location, if possible.

21.4 Any member of the Union being promoted to Manager or non-bargaining position will be granted a leave of absence from the bargaining unit, and shall at the end of his time be guaranteed reentry into the bargaining unit in accordance with his seniority at his former wage rate plus any increase or less any reductions that may become effective during his absence. The maximum time of this leave will be five (5) years. The location of his reemployment will be at his former location, if possible.

21.5 The Employer shall grant a personal leave of absence with continued medical benefits for up to twelve (12) weeks each year for the birth or adoption of a child or the serious health condition of the employee's spouse, child, parent, or parent-in-law, subject to the following conditions:



ARTICLE 21 - Leaves of Absence (Continued):

(a) If the reason for the leave is the adoption of a child, the employee must provide evidence of the adoption from the adoption agency. A minimum notice of two (2) weeks will be required prior to the beginning of the leave.

(b) If the reason for the leave request is the birth of a child, the employee must make the request no later than two (2) weeks prior to the beginning of the leave.

(c) If the reason for the leave request is the serious health condition of the above-named relatives, a Report of the Attending Physician Form must be completed by the physician who is treating the patient, indicating the serious health condition and affirming the need for a leave of absence to provide care for the individual. Reasonable notice of the need for leave of absence must be provided when practicable.

(d) All leaves must be submitted for approval.

(e) To be entitled to benefits under this provision, an employee must have been employed with the Company at least one (1) year and have worked at least one-thousand (1,000) hours over the twelve (12) months preceding the request.

(f) Additional unpaid family leave may be taken beyond the limits established above, subject to approval of the Employer.

ARTICLE 22 - Wages, Classifications, and Premium Pay:

22.1 Wages shall be paid in accordance with Appendix "D" which is attached hereto and made a part of this Agreement.

22.2 Wages at the established specified rates herein shall be paid in currency of the United States or by check, according to the custom or statute in the locality in which the work is being performed.

22.3 All wages shall be paid weekly or bi-weekly and the Employer agrees that no more than five (5) days pay shall be withheld for bookkeeping purposes from any employee's pay. The Employer shall furnish each employee with a detailed statement of his pay.

22.4 Wage increases shall be granted in the weekly pay for the week in the month when the fifteenth (15th) day of the month falls.

22.5 Contributions to charitable causes shall not be compulsory.

22.6 If, during the life of this Agreement, the Employer creates a new classification, the Union has a right to negotiate for wages, hours, and working conditions for the new classification.

22.7 In any market with two (2) meat prepackers, one being full-time, a Head Scaler will be designated at an additional \$4.00 per week.

22.8 All market employees will earn a twenty-six and one-half (26 1/2) cents per hour night premium pay for all hours worked between 11:00 p.m., and 6:00 a.m. Market employees who start their day's work between the hours of 11:00 p.m., and 6:00 a.m., will receive one (\$1.00) dollar premium

ARTICLE 21 - Leaves of Absence (Continued):

per day or twenty-six and one-half (26 1/2) cents per hour, whichever is greater. There will not be premium pay for parts of an hour worked. Porters are excluded from night premium pay.

22.9 Part-time employees will be paid premium pay (twenty-five (\$.25) cents per hour) when called in to work non-scheduled hours, except when replacing another employee's scheduled hours.

22.10 All work scheduled for part-time employees on the sixth (6th) day will be paid at the rate of time and one-half (1 1/2). If part-time employees are called in to work on the sixth (6th) day for other than replacement hours, they will be paid for such time at the rate of time and one-half (1 1/2).

22.11 All part-time market employees working over thirty-two (32) hours per week shall receive \$1.50 per hour for all hours worked over thirty-two (32) hours.

22.12 When a Produce Manager, Deli Head, Head Cashier, Head Sales Person, Head Floor Person, Meat Manager or Bakery Head, except when there is an assistant, is on vacation, the Employer shall appoint the senior employee in the affected department, if qualified, to assume the duties and responsibilities of the aforementioned and the replacement employee shall receive the minimum wage for that job, as per the attached wage schedules. When a department head is absent for more than two (2) days (not counting regular days off), the Employer will replace the department head, with the replacement employee receiving the minimum contract rate for the replacement hours worked.

In those stores covered by Appendix D-3; when a meat manager is off due to vacation, illness or other reason, for a period lasting at least one full week, the assistant meat manager (excluding those employees red-circled) assuming the responsibilities and duties of the meat manager shall receive a premium of thirty-seven and one-half (37 1/2) cents for hours worked on that job. If the illness or other reason lasts beyond four weeks, the assistant meat manager assuming the responsibilities and duties shall receive the minimum rate for the job beginning with the fifth week.

22.13 When the market manager is off due to illness, vacation or other reason lasting at least one (1) week but no more than two (2), the head floor person shall be paid a premium of twenty-five (\$.25) cents per hour for all hours worked. If the period is in excess of two (2) consecutive weeks, the premium shall be fifty (\$.50) cents per hour. If there is no head floor person, the clerk appointed to fill in shall be paid the premium.

22.14 The head floor person or appointed clerk replacing an assistant market manager due to illness, vacation or other reason lasting at least one (1) full week, shall be paid a premium of fifty (\$.50) cents per hour for all hours worked that week.

22.15 An employee going to a new job will be paid the minimum starting rate for that classification, except in lateral moves (part-time to part-time and full-time to full-time) where their existing wage rate is higher than the minimum starting rate. In such cases, the employee will continue to receive their existing wage rate until such time as the

ARTICLE 22 - Wages, Classifications, and Premium Pay (Continued):

applicable rate for the new classification exceeds their existing wage rate. However, in no event shall an employee be paid higher than the thereafter rate for the new classification.

22.16 An employee being promoted from part-time to full-time in the same class will receive credit for part-time service for pay purposes; i.e., third year part-time clerk promoted to full-time will be paid third year full-time rate.

22.17 An employee assigned to be in charge of the market when the market manager, assistant market manager, front-end manager, grocery manager, manager trainee, head floor person, lead clerk, night manager, night boss, or head cashier is not present for one (1) hour or more, shall receive a fifty (\$.50) cents per hour premium for such hours.

22.18 Night Boss/Night Manager

The senior employee on the night crew, if qualified, on the basis of current performance evaluations, shall be the night boss and shall be paid an additional twenty-five (\$.25) cents per hour premium pay for being night boss.

In situations where the Company deems it necessary to have a night manager in lieu of a night boss, the Company would not be required to pay the night boss premium except in situations where a night boss would function on the night manager's day off.

The night manager's position would not rotate.

Night manager positions will be posted and subject to bid, pursuant to the provisions of this labor agreement.

22.19 Grocery Manager/Lead Clerk

In all "B" stores, or in Combo stores that average \$225,000 for at least a calendar quarter, the Employer may establish a non-bargaining unit Grocery Manager in place of a Head Floorperson.

Such position can only be established by attrition of existing Head Floorperson or by the establishment or purchase of a new store.

In stores that use the above option, a Lead Clerk position will be established in addition to the Grocery Manager. Lead Clerk position will include some of the clerical duties of the Head Floorperson position.

Lead Clerk will be paid forty (\$.40) cents per hour in addition to their Stock Clerk rate of pay.

22.20 Cake Decorator

Apprentice for one (1) year or equivalent of five-hundred (500) hours worked actually decorating cakes. An individual may be deemed a qualified Cake Decorator sooner by observation by a Company Bakery Specialist. A premium of twenty-five (\$.25) cents per hour will be paid for cake decorating hours worked during apprenticeship.

ARTICLE 22 - Wages, Classifications, and Premium Pay (Continued):

After completing apprenticeship, a fifty (\$.50) cents per hour premium will be paid for cake decorating hours worked. Anyone working a minimum of thirty-two (32) hours at solely cake decorating will be paid the fifty (\$.50) cents premium for all hours worked. Anyone decorating cakes for less than thirty-two (32) hours per week will receive the premium for all full hours actually worked during apprenticeship.

Current employees who are at a premium higher than fifty (\$.50) cents will be red circled. All others who have at least one (1) year of cake decorating experience will be paid the fifty (\$.50) cents per hour premium.

22.21 Seafood Lead Person

It is agreed that in larger markets, employees other than the Meat Manager have been assigned additional duties concerning seafood sales such as scheduling, ordering, etc.; which are otherwise duties of the Meat Manager. In such cases, employees regularly assigned these additional duties will receive a fifty (\$.50) cents per hour premium over their regular hourly wage rate for all hours worked.

22.22 Scan Coordinator

1. The position shall be bid under Article 17 - Job Postings and Transfer and filled as follows: In selecting Scan Coordinators, longevity shall govern only if all other factors (employee's skill, ability, and employment record) are equal, and that will be determined by testing and present performance evaluations.

2. Employees identified as being a Scan Coordinator shall receive fifty (\$.50) cents per our premium in addition to their regular hourly rate for all hours worked in the week. Replacements for the Scan Coordinator will be covered under Article 22.12 of the current Agreement.

3. Scan Coordinators will maintain their existing classification and job status and the Scan Coordinator function will be scheduled within the normal workweek.

4. The associate identified to replace the Scan Coordinator on Saturday evenings into Sunday morning, shall receive a (\$.50) cent per hour premium in addition to their regular hourly rate for all hours worked on Saturday evening.

5. The associate identified to replace the Scan Coordinator during vacation or illness for a period lasting at least one full week, shall receive a (\$.50) cent per hour premium in addition to their regular hourly rate for all hours worked in the week.

6. When the Scan Coordinator is absent for more than two (2) days but less than one (1) week, not counting regular days off, the associate identified to replace the Scan Coordinator shall receive a (\$.50) cent per hour premium in addition to their regular hourly rate for all replacement hours.

ARTICLE 22 - Wages, Classifications, and Premium Pay (Continued):

22.23 Travel Pay

Employees will be paid twenty-six (\$.26) cents per mile when temporarily working at a location other than their assigned store, at the request of the Company. This shall apply to the mileage which is greater than normally traveled.

22.23 Employees receiving "A" market wage rates as of May 1, 1995, shall continue to receive "A" market wage rates, if relocated to another store as a result of a work force reduction.

ARTICLE 23 - Sundays and Holidays:

23.1 All full-time employees will receive eight (8) hours holiday pay (straight time pay) for New Year's Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Effective May 1, 1994, all full-time employees will receive eight (8) hours holiday pay (straight time pay) for Memorial Day. All the days listed below are considered legal holidays:

- |                    |                      |
|--------------------|----------------------|
| (a) New Year's Day | (d) Labor Day        |
| (b) Memorial Day   | (e) Thanksgiving Day |
| (c) Fourth of July | (f) Christmas Day    |

23.2 Part-time employees will receive a holiday pay for New Year's Day, Fourth of July, Labor Day, Thanksgiving, and Christmas. Effective May 1, 1994, part-time employees will receive a holiday pay for Memorial Day.

Part-time holiday pay for each holiday will be twenty (20%) percent of the average weekly pay for the time worked during the five (5) weeks preceding the holiday week with a minimum of four (4) hours holiday pay.

23.3 In a week in which one of the holidays listed in 23.1 occurs, all full-time employees shall work forty (40) hours within five (5) days.

23.4 Employees may be granted a day off as an excused absence during a holiday week provided they can cover the hours necessary to provide Customer Service without causing the Employer to schedule premium hours, such as overtime for full-time or part-time employees.

23.5 If an employee is absent during a holiday week due to illness or injury, holiday pay shall be paid. However, the Employer may request a doctor's certificate in cases where the illness is questionable.

23.6 Stores may be open Easter and Thanksgiving; closed Christmas Eve at 6:00 p.m., and 9:00 p.m., on New Year's Eve. All stores will be closed Christmas from 12:01 a.m., to 12:00 midnight.

23.7 No employee shall be required to work past 6:30 p.m., on Christmas Eve or past 9:30 p.m., on New Year's Eve.

23.8 All work performed on any of the legal holidays listed above will be compensated for at time and one-half (1 1/2). Additionally, all work performed on Easter will be compensated for at time and one-half (1 1/2) and the Sunday premium will not apply.

23.9 All work performed on Sunday, by employees, will be paid at the rate of one (\$1.00) dollar per hour premium over the base rate.

ARTICLE 23 - Sundays and Holidays (Continued):

23.10 Sunday will be considered the first day of the work week.

23.11 Employees shall be afforded the opportunity on a quarterly basis to volunteer for Sunday and holiday work and the most senior volunteers in the required classifications shall work. If sufficient volunteers are not attained, employees shall be selected in the reverse order of seniority to work. Employees scheduled to work on a Sunday may request to have two (2) consecutive days off in that same week and management will honor the request provided that proper staffing of the department is not affected due to vacation or sickness. Employees who indicate their desire to, will be entitled to one (1) Sunday off per month. Additionally, no employee shall be required to work more than three (3) consecutive Sundays.

23.12 The Employer may pay a Christmas bonus at its discretion.

ARTICLE 24 - Vacations:

24.1 The vacation schedule for full-time and part-time employees in all stores is as follows:

One (1) full year	One (1) Week
Three (3) years	Two (2) weeks
Seven (7) years	Three (3) weeks
Fourteen (14) years	Four (4) weeks
Nineteen (19) years	Five (5) weeks
Twenty-four (24) years	Six (6) weeks

24.2 Full-time employees must work 1,400 hours to qualify for vacation. Employees working less than 1,400 hours shall be entitled to pro rated vacation. Pro rated vacation pay will be based on average hours worked during the twelve (12) months prior to the month in which their vacation date falls. Hours not worked due to an employee being off as a result of an industrial accident will be credited toward the 1,400 hours for an employee's first occurrence of each year only.

24.3 All employees with multiple weeks vacation may, at their option, divide one (1) week into individual days. Employees with three (3) or more weeks vacation may divide two (2) weeks into individual days. It is agreed that employees must give one (1) week notice of their desire to take vacation days, and if it is agreed to by market manager and department head, then it cannot be changed; furthermore, individual days off may only, pursuant to this Article, be requested after the full week vacation scheduling process has been completed.

Employees who choose to take vacation time on a daily basis may once a year exercise their option to combine vacation days with consecutive days off so that they will be provided with three or more days of consecutive time off. These days can be taken either during the week or over a weekend period, provided the request does not cause scheduling problems because of unusual circumstances. (Example: Vacations/sickness of other employees.) If mutually agreed on by employee and management, and scheduling permits, it may be done more often.

ARTICLE 24 - Vacations (Continued):

Two examples would be as follows:

Friday and Saturday as consecutive days off, and Sunday and Monday as vacation days, or vice versa.

Second--Monday and Tuesday as consecutive days off, and Wednesday as a vacation day.

Furthermore, employees may combine consecutive days off and vacation days from two back-to-back weeks so they will be provided a greater number of consecutive days off.

24.4 A vacation day may be used for payment for a day in which an employee is off sick.

24.5 Full vacation entitlement, as set forth in 24.1, is vested on the anniversary date of hire.

24.6 Full-time employees' vacation pay shall be based on his regular hourly rate plus regularly earned premiums (i.e., a night premium or job-related premium which the employee has earned a majority of hours worked the five (5) weeks preceding the vacation) but not overtime, for their job classification and for a regular forty hour workweek.

Part-time employees' vacation pay will be based on average hours worked during the twelve (12) months prior to the month in which their vacation date falls. The part-time employee who has earned more than one (1) week of vacation per year may take one week of vacation and be paid the balance of the vacation earned.

24.7 Any part-time employee going to full-time employment, who as accrued three months or more toward a part-time vacation, will be paid in cash for the amount accrued. This amount is due and payable after one year of employment. For example: if an employee worked six months of part-time before going full-time, vacation would be one-half of the average hours worked during the six months. Any part-time employee going to full-time, who has one week vacation earned, will be given the option of taking the part-time vacation or the equivalent in pay. Part-time employees being promoted to full-time will have their vacation date established according to the provisions of Section 24.15 of this Article.

24.8 In the event a full-time employee is cut to part-time, the anniversary date will be adjusted so that the employee has credit from their original date of hire.

24.9 All computations for vacations will be made only on the anniversary date of employment or date used to compute vacations if the dates are not the same, as in paragraph four of this Section. Vacations will not be earned for any fractional part of a year except at termination of employment, at which time payment will be made for all full week(s) earned.

ARTICLE 24 - Vacations (Continued):

24.10 Once an employee's vacation entitlement has become vested, the employee cannot subsequently lose that entitlement. When an employee leaves the Company who is entitled to vacation benefits, he shall receive his vacation pay along with his final pay. In the event of the death of an employee who has become vested for vacation benefits, the amount of vacation pay to which he is entitled shall be paid to his proper legal representative as determined by applicable state law.

24.11 A vacation calendar will be posted February 1 of each year. The vacation year will be from April 1 to March 31. For a guaranteed vacation time, the vacation time must be posted by April 1. However, the vacation cannot be taken prior to your vacation anniversary date. Employer service time (longevity) shall govern for preference of weeks. Any vacation not posted by April 1 will be on a first-come, first-served basis, but the Employer must be notified at least thirty (30) days prior to the desired vacation time. Canceled weeks will be reoffered on the basis of Employer service time (longevity). A copy of the completed vacation calendar for each department will be posted throughout the year.

24.12 The blocking out of any weeks and the number of persons to be on vacation at one time will be determined in each department by the Department Manager and the Market Manager. The maximum number of weeks that can be blocked out will be six (6) weeks per year per department.

24.13 Vacation must be taken in the vacation year when due and vacation time may not be accumulated from vacation year to vacation year. It is the intent and purpose of this Vacation Article that all eligible employees receive the benefit of a vacation from work. However, in the unusual circumstances that an employee is required by the Employer to work instead of taking time off for a vacation, the employee shall be entitled to carry over any unused vacation time to the next vacation year. Any vacation time that is not used within two (2) years from the date earned shall be paid by the Employer.

24.14 Part-time employees who worked wholly part-time for the Employer for one full year or more shall receive a vacation with pay.

24.15 Part-time employees being promoted to full-time after December 1, 1973, will receive credit for the time worked as a part-time employee toward their full-time vacation. The credit given will be the part-time hours paid in relation to full-time service. A full-time vacation date will be established from the credit given stated in months. Only full months of credit will be given. The formula will be as follows:

2080 hours divided by 12 months equal 173 1/3 hours per month for full-time service.

PART-TIME HOURS PAID

173 1/3 hours per month of full-time service equals number of months credited.

Any fraction of a month credit in excess of 1/2 will be rounded to 1. Any fraction of a month credit less than 1 will be dropped. Hours paid to include hours worked, vacation hours and sick leave hours paid.



ARTICLE 24 - Vacations (Continued):

If the established vacation date is not the same as the full-time starting date, a partial vacation will be earned for that period between the employee's full-time starting date and the established vacation date. The partial vacation will be determined by giving 3/4 of one (1) hour vacation per week of earned vacation for each week worked between full-time starting date and established vacation date. After the initial period, the employee will earn his or her vacation each year on his or her established vacation date.

EXAMPLE: An employee works as a part-time employee for a period of four (4) years and accumulated 5200 hours. Based on a monthly credit of 173 1/3 hours credit for one (1) month full-time service, the employee would receive thirty (30) months credit toward full-time vacation. The employee is promoted to full-time service February 1, 1974. The employee is given thirty (30) months credit, so his or her established vacation date would be August 1, 1971. On August 1, 1974, the employee would have partial vacation earned as follows:

Weeks between February 1 and August 1	26 weeks
Credit per week	<u>.75</u>
	19.7
Number of weeks vacation earned	<u>2</u>
Hours of earned vacation August 1, 1974	39.4

Each year thereafter, the employee would earn vacation on August 1.

24.16 If at the Employer's request an employee is called in from vacation, he will be paid time and one-half (1 1/2) for the hours worked.

ARTICLE 25 - Bereavement:

25.1 Death or disaster in the immediate family of the employee may alter the schedule. In the event of a death in any employee's family (father, mother, step-parent, brother, sister, wife, husband, daughter, son, stepchild, mother-in-law, father-in-law, grandchild), the employee shall have three (3) days off, beginning at midnight following the hour of death. Any time scheduled during this period will be paid at the straight time rate. Any time scheduled on the day the death occurs will be paid. An employee will be granted an additional two (2) days off with pay in the event of the death of a parent, step-parent, spouse, child, or stepchild.

Employees will have the day of the funeral of step-grandparents, grandparents, great-grandparents, brother-in-law, sister-in-law, grandparents-in-law, son-in-law, daughter-in-law, off with pay if it is a scheduled workday. Additional time without pay may be granted if needed.

ARTICLE 26 - Jury Duty:

26.1 Employees serving on jury duty or employees subpoenaed as witnesses shall, upon presentation of proof of jury pay, be reimbursed for the difference between their lost regular straight time pay and jury pay. Employees not scheduled for jury duty on any day or who have a majority of their scheduled work shift remaining must report for work. Employees on jury duty shall have Saturday as their scheduled day off in the week in which they are scheduled on jury duty.

ARTICLE 27 - Health and Welfare:

27.1 Definition of Employees

"A" market employees are all current red circled "A" employees and all other "A" employees, regardless of work location, hired prior to September 28, 1997.

"B" market employees are those working in former "B" contract coverage stores and all employees hired on or after September 28, 1997.

27.2 All full-time employees, on the first (1st) of the month following thirty (30) days of employment and their eligible dependents; and all part-time "A" market employees hired prior to May 1, 1983 and their eligible dependents will be covered under the health care benefits insurance listed below. The entire cost of the health care insurance will be paid by the Employer.

(a) Point of Service hospital/physician program, a copy of which has been provided to the Union (comprehensive hospitalization, medical surgical and major medical).

(b) Blue Shield Dental Insurance Plan - including Orthodontic Benefits and Blue Shield Riders "A" (Inlays, Crowns, Oral Surgery & Root Resection) "B" (Dentures, Removable Bridges and Relining of Dentures) and "C" (Treatment of Gum Disease) or similar Dental Plan.

(c) Blue Cross or similar Prescription Plan - a \$3.00 co-payment for generic and \$5.00 co-payment for non-generic drugs. Said plan will be a mandatory generic drug based program on a qualified basis. Employees must fill prescriptions at a Riverside/BiLo pharmacy if one is available, on a best efforts basis.

27.3 All part-time employees, hired prior to May 1, 1995, on the first of the month following three (3) years of continuous service, will be covered under the health care benefit plans as described for a full-time employee. The entire cost of the health care insurance for the employee only will be paid by the Employer. The employee may purchase health care benefits for his or her eligible dependents at fifty (50%) percent of the Company cost of dependent coverage with the Employer paying the remaining fifty (50%) percent if the employee so desires.

27.4 Part-time employees hired prior to May 1, 1995, with less than three (3) years of continuous service will, on the first of the month following one (1) year of continuous service, be covered under the health care benefit plan listed below. The entire cost of the health care insurance, for the employee only, shall be paid by the Employer. An employee may purchase health care benefits for his or her eligible dependents at Company cost if he so desires.

(a) Point of Service hospital/physician program, a copy of which has been provided to the Union (comprehensive hospitalization, medical surgical and major medical).

(b) Blue Shield Dental Insurance Plan - not including orthodontic benefits or Blue Shield Riders "A", "B" and "C".

ARTICLE 27 - Health and Welfare (Continued):

(c) Blue Cross or similar Prescription Plan - a \$3.00 co-payment for generic and \$5.00 co-payment for non-generic drugs. Said plan will be a mandatory generic drug based program on a qualified basis. Employees must fill prescriptions at a Riverside/BiLo pharmacy if one is available, on a best efforts basis.

27.5 Eligible dependents shall be defined as an eligible employee's spouse and dependent children. The requirement that the employee's spouse must enroll in his/her own plan if available with such plan being the carrier for the employee's spouse, will be administered as it has been done in the past. An employee's dependent children shall be covered in accordance with the "birthday rule". The "birthday rule" provides that all dependent children will be covered under the plan of the parent, either the employee or spouse, whose birthday falls first in the year. Proof of enrollment in other plan may be required. Eligible dependents will be covered by riders (dental, eye, and/or prescription drug benefits) if riders are not available through the spouse's coverage regardless of eligibility for hospitalization coverage. The spouse and eligible dependents may receive rider coverage under the spouse's plan, if available, and if do dictated by the birthday rule for dependents unless it is determined by the Company, subject to the grievance and arbitration procedure that the Riverside rider coverage is overall superior, the intention being to provide overall superior coverage.

27.6 Basic Group Life Insurance - Full-time employees are covered by life insurance in an amount based on your yearly earnings. Part-time employees are covered for \$1,000. Additional life insurance may be purchased through the Employer.

27.7 Vision Care - Employees will be covered with Blue Shield or similar vision care plan as amended and agreed to in the 1995 contract negotiations. An employee may purchase Vision Care benefits for his or her eligible dependents at Company cost if they so desire. Eye care claims will be processed twice per month.

Effective May 1, 1997:

Increase frame allowance to \$30.00  
Increase lens allowance to \$30.00  
Increase \$55.00 lens allowance to \$60.00  
Increase contact lens allowance to \$55.00

27.8 Part-time employees, hired prior to May 1, 1995, with less than one year of continuous service who have completed the trial period may purchase the same health care benefits as outlined above for themselves and their eligible dependents at Company cost if they so desire.

Part-time employees hired on or after May 1, 1995, with more than one year of continuous service may purchase the same health care benefits as outlined above for themselves and their eligible dependents at Company cost if they so desire.

Part-time employees, hired on or after May 1, 1995, will receive employee only benefits as listed below.

(a) Dental, eye, and prescription drug plan on the first of the month following one (1) year of continuous service.

ARTICLE 27 - Health and Welfare (Continued):

(b) Point of service hospital/physician program on the first of the month following two (2) years of continuous service.

27.9 Descriptions of benefits available under each plan are outlined in a separate booklet.

27.10 Customer service clerks, busboys, and dishwashers hired after June 19, 1981, shall not receive benefits of a monetary nature, except for wages as specified herein during their first year of service. After one (1) year of service, these employees would be entitled to part-time benefits.

27.11 Employees who retire from the Company prior to attaining age sixty-five (65) and desire to continue their medical insurance in effect until age sixty-five (65) shall be permitted to do so by paying the monthly premium to the Company in advance of the due date.

27.12 The Employer reserves the right to change from any of its current insurance carriers to other carriers provided equal or better coverage is offered after notifying and discussing the change with the Union.

The Company will offer an Opt Out program (provided that such program does not change the tax status of employee benefits) for those employees who do not wish to carry medical benefits on themselves due to coverage through another source. Details on this program are listed below.

An employee may opt out of either his/her medical coverage, his/her dental, vision or drug coverage (hereinafter referred to as "riders") or both the medical coverage and riders. Specifically, the employee may sell the following benefits:

- (a) All medical and riders
- (b) Medical only
- (c) Riders only

An employee will not be allowed to pick and choose benefits in any other combination.

In order for the opt out to be chosen, the employee must provide written proof of existing alternative coverage--the Company will not permit employees to choose opt out that do not have coverage elsewhere. Notification of intent to participate in the opt out must be made to Human Resources. If notification is not given, the current benefit program, at whatever level of coverage, will apply.

The employee must be an eligible employee at the time of request in order to receive reimbursement. Pro rata calculated reimbursements will not be made for terminated employees. However, if an employee is eligible for coverage mid-year and elects opt out, but chooses to reenter the plan during the window of June 1 then pro rata reimbursement would be calculated.

The Company will pay the following annual amounts to an employee opting out of coverage, with payments to be made at the end of each quarter (9-1, 12-1, 3-1, and 6-1).

ARTICLE 27 - Health and Welfare (Continued):

<u>Medical</u>	<u>Riders</u>	<u>Total</u>
\$300.00	\$ 75.00	\$375.00

There will be an annual thirty (30) day enrollment window (May 1 - May 31) with changes to be effective June 1 of each year. During this window an employee may change existing coverage or enroll in or discontinue the opt out program. An employee may make changes to his/her plan (including enrolling/discontinuing the opt out program) other times of the year for the following reasons:

- (a) Marriage
- (b) Divorce
- (c) Birth or adoption of a new child
- (d) Death of spouse or child
- (e) Loss of alternative health care coverage

27.13 Sick Leave

- (a) For all "A" market employees:

Effective May 1, 1975, a new sick leave plan will begin. All employees with one (1) year of continuous service at May 1, 1975, will be credited with six (6) weeks earned sick leave. Those employees who do not have one (1) year of continuous service as of May 1, 1975, will be credited with six (6) weeks on their anniversary date.

These accumulated benefits for full and part-time employees earned prior to December 1, 1973, and not used must be used as follows: In the event of sickness or accident, these accumulated benefits must be taken first. Payment will be made at one-hundred (100%) percent for full-time employees and seventy-five (75%) percent for part-time employees of their regular hourly rate, with regard to overtime and premiums, at the time of the sickness or accident.

After May 1, 1975, employees will earn sick leave each year at the same rate as they earn vacation and as follows:

For employees hired prior to May 1, 1986:

- 1 and 2 years of service - 1 week
- 3 thru 6 years of service - 2 weeks
- 7 thru 13 weeks of service - 3 weeks
- 14 thru 18 years of service - 4 weeks
- 19 thru 23 years of service - 5 weeks
- 24 years or more - 6 weeks

For employees hired after May 1, 1986:

- 1 and 2 years of service - 1 week
- 3 thru 6 years of service - 2 weeks
- 7 thru 13 years of service - 3 weeks

A week for full-time employees means forty (40) hours. A week for part-time employees means average weekly hours worked over the past vacation year.

ARTICLE 27 - Health and Welfare (Continued):

Unused sick leave will be accumulated. The maximum accumulation will be thirty-nine (39) weeks, excluding sick leave earned prior to December 1, 1973.

Benefits will be paid at seventy-five (75%) percent of regular hourly rate without regard to premiums. Payments will begin on:

- 1st day of non-industrial accident.
- 3rd day of non-industrial sickness.

Benefits are not payable when, as the result of an accident, the employee can collect lost wages from another source such as an insurance company. This does not mean a sickness and accident policy paid for by the employee, but does include all other sources. Company benefits will be paid after all other sources have been exhausted.

The Plan provides for a two (2) day mandatory waiting period for sickness, and no waiting period for accident. The waiting period is measured in scheduled workdays. The waiting period is for each illness. Employees who have not used any of their automatic sick leave from December 1, 1973 through May 1, 1975, will receive credit of one (1) day (second day of illness) against the two (2) day waiting period. After May 1, 1978, the two (2) day waiting period may be earned and waived based upon the following:

The second day of waiting period will be earned first by completing nine (9) months of service with perfect attendance. The first day of the waiting period will be earned by completing a second nine (9) months service with perfect attendance. Perfect attendance is met if an employee has: no use of paid sick leave during the year. Earned waiting days can only be accumulated up to two (2) and must be re-earned after use.

The two (2) day waiting period will not apply if the employee has six (6) weeks sick leave accumulated.

FULL-TIME PRIOR TO 12-1-73

The employee full-time anniversary date will be used to determine length of service for those employees attaining full-time status prior to December 1, 1973.

FULL-TIME AFTER 11-30-73

The employee established vacation date will be used to determine length of service for those employees attaining full-time status after November 30, 1973.

PART-TIME EMPLOYEES

The employee's latest starting date will be used regardless of whether the employee was full or part-time at that date.

If an employee exhausts all Company paid sick leave benefits and goes on leave of absence, he must return to work before he can draw additional sick leave benefits.

ARTICLE 27 - Health and Welfare (Continued):

Full-time employees will be paid on the basis of scheduled hours missed during the first week and forty (40) hours per week for subsequent payments for the same sickness or accident.

Part-time employees will be paid on the basis of scheduled hours missed during the first week and average hours worked per week during the last year for subsequent payments for the same sickness or accident.

Sick leave will be paid only when the employee sends, through the manager, a doctor's certification on the Company form showing validity of absence, and in no case shall any employee ever receive compensation for absence due to illness unless the doctor's certificate becomes a part of the employee payroll records. If there is any question as to the sufficiency of the medical evidence presented, the Employer, at the Employer's expense has the right to have the employee examined by the Employer's physician.

Full and part-time employees involved in industrial accidents will receive Company provided earnings equal to 66 2/3% of average weekly gross wages. It is further understood that this pay will not be deducted from regular accumulated sick leave time.

Employees with continuing lost time due to industrial accidents will have said earnings begin the week following the accident and will continue along with lost time until wages are forwarded from the insurance company, or if claim denial is received. If the insurance company has paid the first week of lost wages, or if the claim has been denied, immediate refund of Company paid wages is required. When the first week has not been paid by insurance, the employing Company will pay the remaining 33 1/3% of first week lost wages, less taxes.

Employees with less than seven (7) days lost time will be paid for all lost hours, less taxes.

Employees who fail to refund Company provided earnings will have their payroll wages attached for reimbursement upon their return to work, or at termination, when applicable.

Other than obligations required by law, the Company's obligation to pay lost earnings for industrial accidents under this Section will only apply to the employee's first occurrence each year.

If absenteeism, as a result of compensation, extends through an entire vacation year, vacation will not be paid. If an employee returns to work within sixty (60) days of the next eligibility date, and the employee has been out of work for a period of time that spans one (1) vacation year to the next, the employee must wait until the following vacation eligibility date to schedule vacation.

Any employee absent due to illness for a period of eighteen (18) consecutive weeks, or absent for eighteen (18) weeks due to single illness must apply for a leave of absence at the end of the eighteen (18) week period, or the termination of his sick leave, whichever occurs last, if he or she is unable to return to work.

ARTICLE 27 - Health and Welfare (Continued):

(b) For all "B" market employees:

All "B" market employees covered by this agreement shall receive pro rated sick leave with pay on the following basis:

One year of actual continuous service - 4 days  
Two years of actual continuous service - 6 days  
Three or four years of actual continuous service - 8  
days  
Five years of actual continuous service - 10 days  
Six years of actual continuous service - 12 days

Proof of illness may be required by the Employer. Sick leave may be cumulative from year to year. Maximum accumulation will be thirty-nine (39) weeks.

Part-time employees sick leave shall be based on the average workday and shall be pro rated.

Employees must apply for a leave of absence at four (4) weeks after the expiration of earned sick leave.

Sick leave will be paid at one-hundred (100%) percent from the first day of illness.

(c) No points under any attendance policy will be applied where a paid sick day verified with a doctor's note is used, up to two occurrences per year.

ARTICLE 28 - Pension Benefits:

28.1 The Employer agrees to provide a Pension Plan as outlined in a separate booklet.

28.2 The Pension Plan for the bargaining employees will be administered by three (3) people from the Union and three (3) people from the Employer. It will be the duties of these six (6) people to manage the Pension Plan as provided in the Pension Trust Agreement for the Riverside Division of Penn Traffic Company bargaining employees Pension Plan.

28.3 The Employer agrees to contribute 3.0% of gross wages of bargaining full-time employees, or a greater percentage, if so determined by a yearly actuarial study, to provide pension benefits for bargaining full-time employees. Subject to Trustee action and approval, the minimum funding requirements set forth in this Article can be amended provided it is actuarially determined that benefits can be maintained and statutory minimum funding requirements are met.

28.4 The Employer will provide Pensions for part-time employees after five (5) years of continuous service with recognition of past service from their original date of employment.

28.5 The Employer will fund part-time employee Pension based on a yearly actuarial study and the contribution will be in addition to the 3.0% contribution for full-time employees.



ARTICLE 28 - Pension Benefits (Continued):

28.6 Employees will be vested when they have accumulated five (5) years of credited service.

28.7 The Employer agrees to increase contributions to the Pension Plan to eliminate the CAP on credited years' service.

28.8 An employee's pension benefit will be determined by the employee's best five years' earnings in last ten years either consecutive or non-consecutive. The Employer will fund the plan based on a yearly actuarial study and the contribution will be in addition to the full-time and part-time contributions provided in other Sections of this Article.

ARTICLE 29 - Miscellaneous Conditions:

29.1 For the purpose of wages, benefits, and vacations under this Contract, an employee will be credited with his or her full continuous service acquired as an employee of Riverside Markets, PT Markets, Bi-Lo Markets and/or U-Save Markets.

29.2 Under no circumstances of any kind shall the Employer request, demand or require that any employee submit to any polygraph examination.

ARTICLE 30 - Legal Benefits:

30.1 The Employer shall participate in and contribute to the UFCW, Local 23 and Employers Legal Fund.

30.2 The Employer shall be bound by and assents to all terms of the Agreement and Declaration of Trust of the UFCW, Local 23 and Employers Legal Fund, first created November 1, 1973, last restated and effective January 1, 1986, and any amendments thereto.

30.3 The Employer shall contribute six (\$.06) cents per hour for all hours worked (up to forty (40) hours per week) for each bargaining unit employee.

30.4 Contributions and benefits for employees shall commence effective the first (1st) day of the month following completion of one (1) year of service from date of hire.

30.5 When an employee is reclassified from Customer Service to an eligible employee classification, contributions and benefits shall commence effective the date of reclassification, provided the employee has completed the service requirements from date of hire, or last date of rehire, for contributions and benefits coverage as specified herein.

30.6 The Employer shall forward such contributions to the UFCW, Local 23 and Employers Legal Fund indicating the hours worked on behalf of each employee no later than the fifteenth (15th) day following the last payroll period of each month.

### ARTICLE 31 - Scholarship Fund:

31.1 The Employer shall participate in and contribute to the Anthony J. "Bud" Luty Scholarship Fund.

31.2 The Employer shall be bound by and assents to all terms of the Agreement and Declaration of Trust of the Anthony J. "Bud" Luty Scholarship Fund, and any amendments thereto.

31.3 The Employer shall contribute one (\$.01) cent per hour for all hours worked (up to forty (40) hours per week) for each bargaining unit employee.

31.4 Contributions for employees shall commence effective the first (1st) day of the month following completion of one (1) year of service from date of hire.

31.5 The Employer shall forward such contributions to the Anthony J. "Bud" Luty Scholarship Fund indicating the hours worked on behalf of each employee no later than the fifteenth (15th) day following the last payroll period of each month.

### ARTICLE 32 - Pharmacy Openings:

32.1 When opening new pharmacies, the Company may hire at least one, but not more than one-third (1/3), of the pharmacy clerks required for staffing experienced pharmacy clerks who are not presently members of the bargaining unit prior to posting any vacancies for bid.

### ARTICLE 33 - Apprentice Meat Cutters:

33.1 The Company shall notify, by posting, all employees of Meat Apprentice opportunities. An employee being selected for the training program would be under a ninety (90) day probation period. An Apprentice reduced or stepping down will be reassigned to the classification he or she held previously.

33.2 The Apprentices are additional personnel over the normal payroll hours and the hours such employees work are not charged to the market.

33.3 For every twenty (20) Meat Cutters, to include Meat Managers, Assistant Meat Managers, and Journeymen, one (1) Apprentice may be selected for training.

33.4 All Apprentices will automatically become Journeymen Meat Cutters upon completing a two (2) year training period. Journeymen jobs to be posted when Apprenticeship is completed.

33.5 All existing Apprentices who currently have two (2) years or more of Apprentice training will be automatically reclassified as Journeymen upon ratification. Any current Apprentice who is in the middle of their two (2) year training period will be given credit for that training and would be reclassified as Journeymen upon completion of two (2) years of training.

ARTICLE 33 - Apprentice Meat Cutters (Continued):

33.6 Anyone entering into the Apprenticeship program may not transfer to any other position for the first six (6) months of the intensive training period. The said Apprentice will be assured of forty (40) hours per week during this initial six (6) months. At the end of the initial six (6) months training period, the Company has the right to place the Apprentice in any unit without posting, providing that there would be no reduction of hours or layoffs to another Journeyman or Apprentice in that unit.

ARTICLE 34 - Separability and Reopening:

34.1 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 of this Agreement in its application between the Union and undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provision 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 within thirty (30) days for the purpose of renegotiation and agreement on provisions so invalidated.

34.2 In the event legislation should increase the minimum wage, then those employees whose rate of pay is equal to or less than the minimum wage shall receive no less than ten (10¢) cents per hour over the minimum wage.

ARTICLE 35 - Term of Agreement:

35.1 All provisions of this Agreement shall become effective on May 1, 1999, and shall continue to April 30, 2003. The provisions of this Contract will renew from year to year thereafter unless either party at least sixty (60) days prior to May 1, 2003, or any anniversary thereof gives written notice to the other of a desire for modifications of this Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the hand of its proper officer or officers this 3<sup>rd</sup> day of December, 19 99.

FOR THE EMPLOYER  
Riverside Markets

UNITED FOOD & COMMERCIAL  
WORKERS UNION, LOCAL 23

Bernadette R. Barber  
Vice President, Human Resources

Ronald M. Kean  
Ronald M. Kean, President

APPENDIX "A"

Full-Time Job Preservation Agreement

The Employer agrees to maintain the current number of full-time positions as of May 1, 1986, for the length of the Agreement based on total hours worked for those "A" Corporate Markets operated by the Employer as of the date of ratification based on the following formula.

Forty-two (42%) percent of the total hours worked (excluding Customer Service Clerks) by bargaining employees calculated on a quarterly basis will determine the minimum number of full-time positions maintained.

Example:

Total bargaining hours worked (excluding Customer Service Clerks) for quarter ending May 3, 1986 =

$$\begin{array}{r} 492,805 \\ \underline{\times .42} \\ 206,978 \\ \underline{: 520} \text{ (13 x 40 hrs. per wk = 520 hrs.} \\ \text{per quarter)} \\ = \underline{\underline{398}} \text{ Full-Time Positions to be} \\ \underline{\hspace{2cm}} \text{ maintained} \end{array}$$

The minimum number of full-time positions to be maintained will be calculated and applied to the total number of Corporate Markets and will not be used to eliminate full-time positions in stores that may have more current full-time positions that may be presently called for. Further, the Employer may in the future, shift future full-time positions to create a balance of full-time and part-time positions throughout the stores covered by this Agreement.

The hours worked in the previous quarter will determine the number of positions to be maintained in the subsequent quarter, except that when the sales volume of a market is seriously affected, the Employer shall have immediate relief and adjust the number of full-time employees to the volume of that particular market.

In the event of a major expansion or remodel of an existing market, the Employer agrees not to decrease the number of full-time positions in effect prior to said remodel or expansion. However, the market would not be subject to the forty-two (42%) percent formula due to staffing requirements of service departments; such as Fish, Bulk Foods, Cheese Shops, etc.

In addition, "B" Corporate Markets and any new market or "A" Market remodel to a superstore, after May 1, 1986, would no longer be part of the pool for the overall calculation. However, thirty-five (35%) percent of the hours worked (excluding Customer Service Clerks) by bargaining employees calculated on a quarterly basis will determine the minimum number of full-time positions maintained.

## APPENDIX "B"

### Profit Disbursement Program

A Profit Disbursement Program will be established for all affected employees covered by this Agreement. The Profit Disbursement Program will be based on the overall performance of the Employer. The amount of pre-tax net earnings exceeding 9.1% will be split 50-50 between the Employer and the affected bargaining employee.

Computation will be on a quarterly basis with payments to the Disbursement Fund to be made within thirty (30) days after the quarter end. The payments to the employee would be on an annual or semi-annual basis with the first payment to be made December 1, 1986.

The Profit Disbursement Program shall be planned and administered by a joint committee consisting of an equal number of people representing the Employer and the Union, with any outside assistance as may be needed to insure a fair and equitable program.

APPENDIX "C"

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PROPOSAL

I. BACKGROUND

1. Local 23 is a party to a Collective Bargaining Agreement with The Riverside Division of Penn Traffic, Inc., effective May 1, 1999 (the "Contract").

2. Penn Traffic contemplates closing or selling some of its Pennsylvania stores which may result in permanent layoff of Local 23 members.

II. PENN TRAFFIC PROPOSAL

1. Funding Supplemental Unemployment Benefit Trust ("SUB").

A. Penn Traffic has agreed to transfer \$1,050,000 to a newly established trust fund on or before November 15, 1998.

B. The \$1,050,000 will be used to fund the SUB and to cover start up costs associated with establishing the SUB.

i. In the event the \$1,050,000 exceeds the amount needed to pay the SUB payments, the excess funds will be used to pay:

a. health and welfare premiums

b. legal benefits pursuant to Article 30 of the Contract, and

c. scholarship fund payments pursuant to Article 31 of the Contract

ii. This payment of the excess SUB funds will be paid for employees who are still working in stores operated by Penn Traffic under the Contract. These excess SUB funds will be available on or after January 1, 2000.

iii. The obligation to continued to pay for health and welfare, legal and scholarship fund benefits from the excess SUB funds shall cease when the excess SUB funds have been completely expended. None of the excess SUB funds will revert back to Penn Traffic.

C. Penn Traffic agrees to contribute additional funds to the VEBA if the \$1,050,000 is insufficient to fund the SUB payments.

2. Employees eligible for SUB

A. All full time and part time employees. An employee must be eligible for and receiving Pennsylvania unemployment insurance benefits to both commence and continue in the SUB.

B. Employees not entitled to Pennsylvania unemployment insurance benefits (i.e., students, employees on workers compensation and employees on non-occupational disability) are also eligible for SUB payments as set forth below.

APPENDIX "C" (Continued):

3. SUB Payment

A. The severed employees' weekly Pennsylvania unemployment insurance benefit shall be supplemented, on a weekly basis, by an amount that is the initial difference between an employees' weekly calculated unemployment insurance benefit and their weekly average net pay.

B. The calculation of average net pay will be the same as the calculation of the employee's vacation pay as provided in the Contract.

4. Duration of SUB Payments

A. Severed employees will be eligible for SUB payment for a period of one (1) week for each full year of service. Full time and part time employees with more than one (1) full year of service but less than five (5) full years of service will be eligible for four (4) weeks of SUB payments.

5. SUB Payments Beginning Date

A. Eligibility for SUB payments will not extend beyond twenty-six (26) weeks past the date unemployment benefits begin for those employees with less than twenty-seven (27) or more years of continuous service. For employees with twenty-seven (27) or more years of continuous service, said period shall be the number of weeks that they are eligible to receive SUB payments.

B. For those individuals receiving SUB benefits pursuant to II. 2. B. above, the SUB payments will not extend beyond twenty-six (26) weeks past the date unemployment benefits should have begun for those employees with less than twenty-seven (27) full years of continuous service. For employees with twenty-seven (27) or more years of continuous service, said period shall be the number of weeks that they would have been eligible for SUB payments.

III. MEDICAL BENEFITS

1. Penn Traffic will continue to pay an employee's medical insurance in effect on the date of their termination.

2. The duration of the medical benefits will be the same as the duration of SUB benefits discussed in Paragraph II.4. above, provided:

A. The employee was entitled to medical benefits at the time their store was sold or closed; and

B. The employee continues to pay his/her share of the medical benefit premium, if any.

3. Severed employees who are receiving medical benefits from another employer are not eligible to continued medical benefits from Penn Traffic. However, if the other employer does not provide dependent coverage and the employee is currently receiving dependent coverage, the employee will receive dependent coverage from Penn Traffic.

APPENDIX "C" (Continued):

4. Medical insurance premiums will be paid from the general assets of the Company and not from the separately established SUB trust.

IV. CHANGES IN CONTRACT

1. In exchange for the \$1,050,000 in SUB, Local 23 will agree to delete from the Contract:

A. Paragraph 3 on page 1, which reads as follows:

This Agreement shall be binding upon the Employer herein, and its successors and assigns no provisions herein contained shall be nullified or affected in any manner as a result of any consolidated sales, transfer, assignment, or any other disposition of the Employer herein or by any change to any other form of business organization or by any change, geographical or otherwise, in the location of the Employer herein. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof, regardless of any change of any kind in management, location, form of business organization or ownership. In the event that the Employer shall fail to require any successor, or assignee to assume the obligations of the Agreement, the Employer shall continue to be liable for all of the obligations on its part to be performed until the expiration of this Agreement, except for sales of an individual market as provided in Article 18.1.

B. Section 18.1, 18.2 and 18.3 on pages 14 and 15, which reads as follows:

18.1 It is agreed that the Employer may sell an individual market without the Successor Clause applying. Where the Employer sells an individual market without the Successor Clause applying, those employees who do not transfer to other markets at the Employer's request or do not bump into another market, will be paid severance pay as follows:

Full-Time Employees

25 and over - 5% of gross annual earnings per year of service.

17-24 years 11 mos. - 4% of gross annual earnings per year of service.

9-16 years 11 mos. - 3% of gross annual earnings per year of service.

1-8 years 11 mos. - 2 ½ % of gross annual earnings per year of service.

Part-Time Employees

Part-time employees will receive 2 ½ % per year for years of continuous service. Continuous service would be no interruption in service of more than one (1) month.

The percentage of pay would be based on the current hourly rate in effect. This rate would be used to project the gross earnings to determine the amount of severance pay.



APPENDIX "C" (Continued):

18.2 In the event the Employer closes a market covered by this Agreement, those full-time and part-time employees who do not transfer to other markets at the Employer's request, or do not bump into another market will be paid severance pay as follows:

(a) The Employer shall supplement the severed employee's unemployment insurance benefit, on a weekly basis, in an amount that is the difference of the employee's unemployment insurance benefit and their average weekly net pay for a period of one (1) week for each year of service to a maximum of thirteen (13) weeks.

(b) The calculation of the average net pay will be the same as the calculation of the employee's vacation pay.

(c) An employee must be eligible for and receiving unemployment insurance benefit to be eligible for this payment.

(d) Eligibility for payments will not extend beyond twenty-six (26) weeks beyond the date of the closing.

18.3 The Employer agrees to pay the moving expenses of any employee who is transferred from or bumps from the market being sold to the point of job opening.

C. Appendix "C" Moratorium on page 50, which reads as follows:

Moratorium

The Employer agrees that it will not sell or close any market that is reasonably profitable. The definition of reasonably profitable is a net profit of one (1%) percent after taxes measured over any six-month period. The Employer will discuss, in advance, with the Union any proposed store closings and the Union shall have the right to audit and verify any claim of less than reasonable profitability.

The Employer further guarantees not to sell or close more than eight of its markets currently operating (July 1, 1992), excluding four former U-Save stores located in Natrona, PA; Murrysville, PA; Osborne Street, Johnstown, PA; and Washington, PA during the term of this agreement.

Any replacement market(s) opened during the life of this Agreement shall be included in this Moratorium, however, the store(s) being replaced are not counted as sold or closed for the purpose of this Moratorium.

Any new stores are not covered by the Moratorium, other than replacement stores.

APPENDIX "D - 1"

"A" Employees

"A" market employees are all current red circled "A" employees and all other "A" employees, regardless of work location, hired prior to September 28, 1997. Those employees currently red circled above scale as a result of the U-Save Merger Agreement shall continue to be paid above scale and further receive the across the board increases.

All employees at the thereafter rate or above will receive the following lump sum bonus

Effective 5-1-2000

Full-Time	\$600.00
Part-Time	\$300.00
Customer Service	\$300.00

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Head Cashier

First Year	\$10.96	\$11.21	\$11.46
Second Year	11.03	11.28	11.53
Third Year	11.09	11.34	11.59
Thereafter	11.16	11.41	11.66

Head Floorperson

First Year	\$11.19	\$11.44	\$11.69
Second Year	11.26	11.51	11.76
Third Year	11.33	11.58	11.83
Thereafter	11.39	11.64	11.89

Full-Time Cashier/  
Prepacker

Hired Prior To 5-22-78

First 12 weeks	\$ 9.78	\$10.03	\$10.28
Balance first year	10.18	10.43	10.68
Second year	10.31	10.56	10.81
Third year	10.44	10.69	10.94
Thereafter	10.58	10.83	11.08

Hired After 5-21-78

First 12 weeks	\$ 8.70	\$ 8.95	\$ 9.20
Balance first year	9.12	9.37	9.62
Second year	9.54	9.79	10.04
Third year	10.06	10.31	10.56
Thereafter	10.58	10.83	11.08

APPENDIX "D - 1" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 6-19-81

First 12 weeks	\$ 6.78	\$ 7.03	\$ 7.28
Balance first year	7.47	7.72	7.97
Second year	7.70	7.95	8.20
Third year	7.93	8.18	8.43
Thereafter	8.40	8.65	8.90

Hired After 6-2-84

First 12 weeks	\$ 6.55	\$ 6.80	\$ 7.05
Balance first year	7.24	7.49	7.74
Second year	7.47	7.72	7.97
Third year	7.70	7.95	8.20
Thereafter	8.16	8.41	8.66

Hired After 5-1-85

First 12 weeks	\$ 6.50	\$ 6.75	\$ 7.00
Balance first year	7.20	7.45	7.70
Second year	7.43	7.68	7.93
Third year	7.66	7.91	8.16
Thereafter	8.12	8.37	8.62

Hired After 11-1-85

First 12 weeks	\$ 6.38	\$ 6.63	\$ 6.88
Balance first year	7.08	7.33	7.58
Second year	7.31	7.56	7.81
Third year	7.54	7.79	8.04
Thereafter	8.00	8.25	8.50

Hired After 5-1-88

First 12 weeks	\$ 6.28	\$ 6.53	\$ 6.78
Balance first year	6.98	7.23	7.48
Second year	7.21	7.46	7.71
Third year	7.44	7.69	7.94
Thereafter	7.90	8.15	8.40

Hired After 11-1-88 And Prior To 5-1-92

First 12 weeks	\$ 6.18	\$ 6.43	\$ 6.68
Balance first year	6.88	7.13	7.38
Second year	7.11	7.36	7.61
Third year	7.34	7.59	7.84
Thereafter	7.80	8.05	8.30

APPENDIX "D - 1" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Part-Time Cashier/  
Prepacker

Hired Prior To 5-22-78

First 12 weeks	\$ 8.63	\$ 8.83	\$ 9.03
Balance first year	8.76	8.96	9.16
Second year	8.89	9.09	9.29
Third year	9.03	9.23	9.43
Thereafter	9.16	9.36	9.56

Hired After 5-21-78

First 12 weeks	\$ 7.46	\$ 7.66	\$ 7.86
Balance first year	7.72	7.92	8.12
Second year	7.82	8.02	8.22
Third year	7.93	8.13	8.33
Thereafter	8.03	8.23	8.43

Hired After 6-19-81

First 12 weeks	\$ 6.17	\$ 6.37	\$ 6.57
Balance first year	6.45	6.65	6.85
Second year	6.54	6.74	6.94
Third year	6.72	6.92	7.12
Thereafter	6.91	7.11	7.31

Hired After 6-2-84

0 - 30 days	\$ 5.94	\$ 6.14	\$ 6.34
30 days - 12 weeks	5.95	6.15	6.35
12 weeks - 6 mos.	6.12	6.32	6.52
6 mos. - 1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.50	6.70	6.90
Fourth year	6.68	6.88	7.08
Thereafter	6.70	6.90	7.10

Hired After 5-1-85

0 - 30 days	\$ 5.89	\$ 6.09	\$ 6.29
30 days - 12 weeks	5.95	6.15	6.35
12 weeks - 6 mos.	6.08	6.28	6.48
6 mos. - 1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.50	6.70	6.90
Fourth year	6.63	6.83	7.03
Thereafter	6.70	6.90	7.10

APPENDIX "D - 1" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 11-1-85

0 - 30 days	\$ 5.85	\$ 6.05	\$ 6.25
30 days - 12 weeks	5.95	6.15	6.35
12 weeks - 6 mos.	5.96	6.16	6.36
6 mos. - 1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.50	6.70	6.90
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Hired After 4-1-86

First 12 weeks	\$ 5.85	\$ 6.05	\$ 6.25
Balance first year	5.96	6.16	6.36
Second year	6.14	6.26	6.46
Third year	6.33	6.53	6.73
Fourth year	6.40	6.60	6.80
Thereafter	6.70	6.90	7.10

Hired After 5-1-88

First 12 weeks	\$ 5.85	\$ 6.05	\$ 6.25
Balance first year	5.86	6.06	6.26
Second year	6.04	6.24	6.44
Third year	6.23	6.43	6.63
Fourth year	6.41	6.61	6.81
Thereafter	6.70	6.90	7.10

Hired After 11-1-88 And Prior To 5-1-92

First year	\$ 5.85	\$ 6.05	\$ 6.25
Second year	6.00	6.25	6.45
Third year	6.20	6.40	6.60
Fourth year	6.40	6.60	6.80
Thereafter	6.70	6.90	7.10

Full-Time Grocery/  
Produce Clerk

Hired Prior To 5-22-78

First 12 weeks	\$10.02	\$10.27	\$10.52
Balance first year	10.51	10.76	11.01
Second year	10.64	10.89	11.14
Third year	10.77	11.02	11.27
Thereafter	10.91	11.16	11.41

APPENDIX "D - 1" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 5-21-78

First 12 weeks	\$ 9.03	\$ 9.28	\$ 9.53
Balance first year	9.45	9.70	9.95
Second year	9.87	10.12	10.37
Third year	10.39	10.64	10.89
Thereafter	10.91	11.16	11.41

Hired After 6-19-81

First 12 weeks	\$ 7.24	\$ 7.49	\$ 7.74
Balance first year	7.56	7.81	8.06
Second year	7.89	8.14	8.39
Third year	8.21	8.46	8.71
Thereafter	8.86	9.11	9.36

Hired After 6-2-84

First 12 weeks	\$ 7.01	\$ 7.26	\$ 7.51
Balance first year	7.33	7.58	7.83
Second year	7.66	7.91	8.16
Third year	7.98	8.23	8.48
Thereafter	8.63	8.88	9.13

Hired After 5-1-85

First 12 weeks	\$ 6.96	\$ 7.21	\$ 7.46
Balance first year	7.29	7.54	7.79
Second year	7.61	7.86	8.11
Third year	7.94	8.19	8.44
Thereafter	8.58	8.83	9.08

Hired After 11-1-85

First 12 weeks	\$ 6.84	\$ 7.09	\$ 7.34
Balance first year	7.17	7.42	7.67
Second year	7.49	7.74	7.99
Third year	7.82	8.07	8.32
Thereafter	8.46	8.71	8.96

Hired After 5-1-88

First 12 weeks	\$ 6.74	\$ 6.99	\$ 7.24
Balance first year	7.07	7.32	7.57
Second year	7.39	7.64	7.89
Third year	7.72	7.97	8.22
Thereafter	8.36	8.61	8.86

APPENDIX "D - 1" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 11-1-88 And Prior To 5-1-92

First 12 weeks	\$ 6.64	\$ 6.89	\$ 7.14
Balance first year	6.97	7.22	7.47
Second year	7.29	7.54	7.79
Third year	7.62	7.87	8.12
Thereafter	8.26	8.51	8.76

Part-Time Grocery/  
Produce Clerk

Hired Prior To 5-22-78

First 12 weeks	\$ 8.78	\$ 8.98	\$ 9.18
Balance first year	8.91	9.11	9.31
Second year	9.04	9.24	9.44
Third year	9.18	9.38	9.58
Thereafter	9.31	9.51	9.71

Hired After 5-21-78

First 12 weeks	\$ 7.62	\$ 7.82	\$ 8.02
Balance first year	7.88	8.08	8.28
Second year	7.98	8.18	8.38
Third year	8.08	8.28	8.48
Thereafter	8.19	8.39	8.59

Hired After 6-19-81

First 12 weeks	\$ 6.31	\$ 6.51	\$ 6.71
Balance first year	6.49	6.69	6.89
Second year	6.68	6.88	7.08
Third year	6.86	7.06	7.26
Thereafter	7.05	7.25	7.45

Hired After 6-2-84

First 12 weeks	\$ 6.08	\$ 6.28	\$ 6.48
Balance first year	6.26	6.46	6.66
Second year	6.45	6.65	6.85
Third year	6.63	6.83	7.03
Thereafter	6.82	7.02	7.22

Hired After 5-1-85

First 12 weeks	\$ 6.03	\$ 6.23	\$ 6.43
Balance first year	6.22	6.42	6.62
Second year	6.40	6.60	6.80
Third year	6.59	6.79	6.99
Thereafter	6.77	6.97	7.17

APPENDIX "D - 1" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 11-1-85

First 12 weeks	\$ 5.91	\$ 6.11	\$ 6.31
12 weeks - 6 mos.	6.10	6.30	6.50
6 mos. - 1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.50	6.70	6.90
Fourth year	6.65	6.85	7.05
Thereafter	6.70	6.90	7.10

Hired After 4-1-86

First 12 weeks	\$ 5.91	\$ 6.11	\$ 6.31
Balance first year	6.10	6.30	6.50
Second year	6.28	6.48	6.68
Third year	6.47	6.67	6.87
Fourth year	6.65	6.85	7.05
Thereafter	6.70	6.90	7.10

Hired After 5-1-88

First 12 weeks	\$ 5.85	\$ 6.05	\$ 6.25
Balance first year	6.00	6.20	6.40
Second year	6.28	6.48	6.68
Third year	6.37	6.57	6.77
Fourth year	6.55	6.75	6.95
Thereafter	6.70	6.90	7.10

Full-Time Grocery Porter

Hired After 12-1-68

First 12 weeks	\$ 8.77	\$ 9.02	\$ 9.27
Balance first year	8.84	9.09	9.34
Thereafter	8.91	9.16	9.41

Hired At Or After 6-2-84 And Prior To 5-1-92

\$ 7.10	\$ 7.35	\$ 7.60
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Part-Time Grocery Porter

Hired After 12-1-68

First 12 weeks	\$ 8.67	\$ 8.87	\$ 9.07
Balance first year	8.74	8.94	9.14
Thereafter	8.81	9.01	9.21

Hired At Or After 6-2-84

\$ 6.70	\$ 6.90	\$ 7.10
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APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 11-1-85 And Prior To 5-1-92

\$ 6.70	\$ 6.90	\$ 7.10
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Full-Time G. M. Clerk

Hired Prior To 6-2-84

First 12 weeks	\$ 7.24	\$ 7.49	\$ 7.74
Balance first year	7.56	7.81	8.06
Second year	7.89	8.14	8.39
Third year	8.21	8.46	8.71
Thereafter	8.86	9.11	9.36

Hired After 6-2-84

First 12 weeks	\$ 7.01	\$ 7.26	\$ 7.51
Balance first year	7.33	7.58	7.83
Second year	7.66	7.91	8.16
Third year	7.98	8.23	8.48
Thereafter	8.63	8.88	9.13

Hired After 5-1-85

First 12 weeks	\$ 6.96	\$ 7.21	\$ 7.46
Balance first year	7.29	7.54	7.79
Second year	7.61	7.86	8.11
Third year	7.94	8.19	8.44
Thereafter	8.58	8.83	9.08

Hired After 11-1-85

First 12 weeks	\$ 6.84	\$ 7.09	\$ 7.34
Balance first year	7.17	7.42	7.67
Second year	7.49	7.74	7.99
Third year	7.82	8.07	8.32
Thereafter	8.46	8.71	8.96

Hired After 5-1-88

First 12 weeks	\$ 6.74	\$ 6.99	\$ 7.24
Balance first year	7.07	7.32	7.57
Second year	7.39	7.64	7.89
Third year	7.72	7.97	8.22
Thereafter	8.36	8.61	8.86

Hired After 11-1-88 And Prior To 5-1-92

First 12 weeks	\$ 6.64	\$ 6.89	\$ 7.14
Balance first year	6.97	7.22	7.47
Second year	7.29	7.54	7.79
Third year	7.62	7.87	8.12
Thereafter	8.26	8.51	8.76

APPENDIX "D - 1" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Part-Time G. M. Clerk

Hired Prior to 6-2-84

First 12 weeks	\$ 6.31	\$ 6.51	\$ 6.71
Balance first year	6.49	6.69	6.89
Second year	6.68	6.88	7.08
Third year	6.86	7.06	7.26
Thereafter	7.05	7.25	7.45

Hired After 6-2-84

First 12 weeks	\$ 6.08	\$ 6.28	\$ 6.48
Balance first year	6.26	6.46	6.66
Second year	6.45	6.65	6.85
Third year	6.63	6.83	7.03
Thereafter	6.82	7.02	7.22

Hired After 5-1-85

First 12 weeks	\$ 6.03	\$ 6.23	\$ 6.43
Balance first year	6.22	6.42	6.62
Second year	6.40	6.60	6.80
Third year	6.59	6.79	6.99
Thereafter	6.77	6.97	7.17

Hired After 11-1-85

First 12 weeks	\$ 5.91	\$ 6.01	\$ 6.21
12 weeks - 6 mos.	6.10	6.30	6.50
6 mos. - 1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.50	6.70	6.90
Fourth year	6.65	6.85	7.05
Thereafter	6.70	6.90	7.10

Hired After 4-1-86

First 12 weeks	\$ 5.91	\$ 6.01	\$ 6.21
Balance first year	6.10	6.30	6.50
Second year	6.28	6.48	6.68
Third year	6.47	6.67	6.87
Fourth year	6.65	6.85	7.05
Thereafter	6.70	6.90	7.10

Hired After 5-1-88

First 12 weeks	\$ 5.85	\$ 6.05	\$ 6.25
Balance first year	6.00	6.20	6.45
Second year	6.18	6.38	6.58
Third year	6.37	6.57	6.77
Fourth year	6.55	6.75	6.95
Thereafter	6.70	6.90	7.10

APPENDIX "D - 1" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 11-1-88 And Prior To 5-1-92

First 12 weeks	\$ 5.85	\$ 6.05	\$ 6.25
Balance first year	5.90	6.10	6.30
Second year	6.08	6.28	6.48
Third year	6.27	6.47	6.67
Fourth year	6.45	6.65	6.85
Thereafter	6.70	6.90	7.10

Meat Manager (Based on average weekly sales for Meat Department)

Prior To 5-22-78

Average Weekly Sales  
To 5,550

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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First year	\$11.88	\$12.13	\$12.38
Second year	11.98	12.23	12.48
Third year	12.08	12.33	12.58
Thereafter	12.18	12.43	12.68

Average Weekly Sales  
From 5,551 To 11,100

First year	\$12.55	\$12.80	\$13.05
Second year	12.65	12.90	13.15
Third year	12.75	13.00	13.25
Thereafter	12.85	13.10	13.35

Average Weekly Sales  
From 11,101 To 16,750

First year	\$12.62	\$12.87	\$13.12
Second year	12.72	12.97	13.22
Third year	12.82	13.07	13.32
Thereafter	12.92	13.17	13.42

Average Weekly Sales  
From 16,751 And Up

First year	\$12.68	\$12.93	\$13.18
Second year	12.78	13.03	13.28
Third year	12.88	13.13	13.38
Thereafter	12.98	13.23	13.48

APPENDIX "D - 1" (Continued)

After 5-21-78

Average Weekly Sales  
To 7,750

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
First year	\$11.88	\$12.13	\$12.38
Second year	11.98	12.23	12.48
Third year	12.08	12.33	12.58
Thereafter	12.18	12.43	12.68

Average Weekly Sales  
From 7,751 To 15,500

First year	\$12.55	\$12.80	\$13.05
Second year	12.65	12.90	13.15
Third year	12.75	13.00	13.25
Thereafter	12.85	13.10	13.35

Average Weekly Sales  
From 15,501 To 23,250

First year	\$12.62	\$12.87	\$13.12
Second year	12.72	12.97	13.22
Third year	12.82	13.07	13.32
Thereafter	12.92	13.17	13.42

Average Weekly Sales  
From 23,251 And Up

First year	\$12.68	\$12.93	\$13.18
Second year	12.78	13.03	13.28
Third year	12.88	13.13	13.38
Thereafter	12.98	13.23	13.48

Assistant Meat Manager

First year	\$11.81	\$12.06	\$12.31
Second year	11.94	12.19	12.44
Third year	12.07	12.32	12.57
Thereafter	12.21	12.46	12.71

Journeyman

First year	\$11.39	\$11.64	\$11.89
Second year	11.45	11.70	11.95
Third year	11.52	11.77	12.02
Thereafter	11.59	11.84	12.19

Part-Time Journeyman

\$10.76	\$11.01	\$11.26
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APPENDIX "D - 1" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Meat Apprentice

Hired Prior To 5-22-78

First six months	\$10.19	\$10.44	\$10.69
Second six months	10.35	10.60	10.85
Third six months	10.52	10.77	11.02
Fourth six months	10.72	10.97	11.22

Hired After 5-21-78

First six months	\$ 8.47	\$ 8.72	\$ 8.97
Second six months	8.86	9.11	9.36
Third six months	9.25	9.50	9.75
Fourth six months	9.64	9.89	10.14

Hired After 6-19-81

First six months	\$ 7.35	\$ 7.60	\$ 7.85
Second six months	7.55	7.80	8.05
Third six months	7.93	8.18	8.43
Fourth six months	8.40	8.65	8.80

Hired After 6-2-84

First six mos.	\$ 7.35	\$ 7.60	\$ 7.85
Second six mos.	7.55	7.80	8.05
Third six mos.	7.75	8.00	8.25
Fourth six mos.	8.16	8.41	8.66

Hired After 5-1-85

First six mos.	\$ 7.35	\$ 7.60	\$ 7.85
Second six mos.	7.55	7.80	8.05
Third six mos.	7.75	8.00	8.25
Fourth six mos.	8.13	8.38	8.63

Hired After 11-1-85

First six mos.	\$ 7.35	\$ 7.60	\$ 7.85
Second six mos.	7.55	7.80	8.05
Third six mos.	7.75	8.00	8.25
Fourth six mos.	8.05	8.30	8.55

APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Full-Time Meat Service Clerk

Hired Prior To 6-2-84

0 - 30 days	\$ 6.13	\$ 6.38	\$ 6.63
30 days - 6 mos.	6.40	6.65	6.90
6 mos. - 1 year	6.60	6.85	7.10
Second year	6.80	7.05	7.30
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Hired After 6-2-84

0 - 30 days	\$ 6.00	\$ 6.25	\$ 6.50
30 days - 6 mos.	6.40	6.65	6.90
6 mos. - 1 year	6.60	6.85	7.10
Second year	6.80	7.05	7.30
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Hired After 4-1-86 And Prior To 5-1-92

0 - 30 days	\$ 6.00	\$ 6.25	\$ 6.50
30 days - 6 mos.	6.00	6.25	6.50
6 mos. - 1 year	6.20	6.45	6.70
Second year	6.45	6.70	6.95
Third year	6.65	6.90	7.15
Fourth year	6.90	7.15	7.40
Thereafter	7.10	7.35	7.60

Part-Time Meat Service Clerk

Hired Prior To 6-2-84

First 12 weeks	\$ 5.94	\$ 6.14	\$ 6.34
12 wks. - 6 mos.	6.08	6.28	6.48
6 mos. - 1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.50	6.70	6.90
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Hired After 6-2-84

0 - 30 days	\$ 5.85	\$ 6.05	\$ 6.25
30 days - 6 mos.	5.95	6.15	6.35
6 mos. - 1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.50	6.70	6.90
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

APPENDIX "D - 1" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 4-1-86 And Prior To 5-1-92

First year	\$ 5.85	\$ 6.05	\$ 6.25
Second year	6.00	6.20	6.45
Third year	6.20	6.40	6.60
Fourth year	6.40	6.60	6.80
Thereafter	6.70	6.90	7.10

Produce Manager (Based on average weekly sales for Produce Department)

Prior To 5-22-78

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Average Weekly Sales  
To 4,150

First year	\$11.83	\$12.08	\$12.33
Second year	11.96	12.21	12.46
Third year	12.10	12.35	12.60
Thereafter	12.23	12.48	12.73

Average Weekly Sales  
From 4,151 To 6,950

First year	\$11.90	\$12.15	\$12.40
Second year	12.03	12.28	12.53
Third year	12.16	12.41	12.66
Thereafter	12.29	12.54	12.79

Average Weekly Sales  
From 6,951 And Up

First year	\$11.96	\$12.21	\$12.46
Second year	12.10	12.35	12.60
Third year	12.23	12.48	12.73
Thereafter	12.36	12.61	12.86

After 5-21-78

Average Weekly Sales  
To 5,900

First year	\$11.83	\$12.08	\$12.33
Second year	11.96	12.21	12.46
Third year	12.10	12.35	12.60
Thereafter	12.23	12.48	12.73

APPENDIX "D - 1" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Average Weekly Sales  
From 5,901 To 9,700

First year	\$11.90	\$12.15	\$12.40
Second year	12.03	12.28	12.53
Third year	12.16	12.41	12.66
Thereafter	12.29	12.54	12.79

Average Weekly Sales  
From 9,701 And Up

First year	\$11.96	\$12.21	\$12.46
Second year	12.10	12.35	12.60
Third year	12.23	12.48	12.73
Thereafter	12.36	12.61	12.86

Full-Time Floral Clerk

Hired Prior To 5-1-88

First 12 weeks	\$ 5.95	\$ 6.20	\$ 6.45
Balance first year	6.05	6.30	6.55
Second & third year	6.15	6.40	6.65
Thereafter	6.75	7.00	7.25

Hired After 5-1-88

First 12 weeks	\$ 5.95	\$ 6.20	\$ 6.45
Second & third year	6.05	6.30	6.55
Thereafter	6.75	7.00	7.25

Hired After 11-1-88 And Prior To 5-1-92

First 3 years	\$ 5.95	\$ 6.20	\$ 6.45
Thereafter	6.75	7.00	7.25

Part-Time Floral Clerk

Hired Prior To 5-1-88

First 12 weeks	\$ 5.85	\$ 6.05	\$ 6.25
Balance first year	5.95	6.15	6.35
Second & third year	6.05	6.25	6.45
Thereafter	6.35	6.55	6.75

Hired After 5-1-88

First year	\$ 5.85	\$ 6.05	\$ 6.25
Second & third year	5.95	6.15	6.35
Thereafter	6.35	6.55	6.75



APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 11-1-88 And Prior To 5-1-92

First 3 years	\$ 5.85	\$ 6.05	\$ 6.25
Thereafter	6.35	6.55	6.75

Head Bakers:  
Effective 5-1-99:  
Prior to 5-22-78

Average Weekly Sales

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
Up to 3,450	\$11.46	\$11.58	\$11.71	\$11.84
3,451 to 3,700	11.49	11.62	11.75	11.88
3,701 to 4,050	11.52	11.65	11.78	11.91
4,051 to 4,550	11.55	11.68	11.81	11.94
4,551 to 4,850	11.58	11.71	11.84	11.97
4,851 to 5,300	11.62	11.75	11.88	12.00
5,301 to 5,650	11.65	11.78	11.91	12.04
5,651 to 6,000	11.68	11.81	11.94	12.07
6,001 to 6,250	11.71	11.84	11.97	12.10
6,251 to 6,550	11.75	11.88	12.00	12.13
6,551 to 6,950	11.79	11.91	12.04	12.17
6,951 to 7,300	11.81	11.94	12.07	12.20
7,301 to 7,700	11.84	11.97	12.10	12.23
7,701 to 7,950	11.88	12.00	12.13	12.26
7,951 to 8,300	11.91	12.04	12.17	12.30
8,301 to 8,700	11.94	12.07	12.20	12.33
8,701 to 8,950	11.97	12.10	12.23	12.36
8,951 to 9,450	12.00	12.13	12.26	12.39
9,451 to 9,800	12.04	12.17	12.30	12.43
9,801 to 10,050	12.07	12.20	12.33	12.46
10,051 to 10,550	12.10	12.23	12.36	12.49
10,551 to 10,800	12.13	12.26	12.39	12.52
10,801 to 11,100	12.17	12.30	12.43	12.55
11,101 to 11,400	12.20	12.33	12.46	12.59
11,401 to 11,850	12.23	12.36	12.49	12.62
11,851 to 12,150	12.26	12.39	12.52	12.65
12,151 to 12,500	12.30	12.43	12.55	12.68
12,501 to 12,800	12.33	12.46	12.59	12.72
12,801 to 13,300	12.36	12.49	12.62	12.75
13,301 to 13,600	12.39	12.52	12.65	12.78
13,601 to 13,950	12.43	12.55	12.68	12.81
13,951 to 14,200	12.46	12.59	12.72	12.85
14,201 to 14,550	12.49	12.62	12.75	12.88
14,551 to 14,950	12.52	12.65	12.78	12.91
14,951 to 15,300	12.55	12.68	12.81	12.94
15,301 to 15,650	12.59	12.72	12.85	12.97
15,651 to 15,950	12.62	12.75	12.88	13.01
15,951 to 16,350	12.65	12.78	12.91	13.04
16,351 to 16,700	12.68	12.81	12.94	13.07
16,701 to 17,100	12.72	12.85	12.97	13.10

APPENDIX "D - 1" (Continued)

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
17,101 to 17,400	12.75	12.88	13.01	13.14
17,401 to 17,750	12.78	12.91	13.04	13.17
17,751 to 18,100	12.81	12.94	13.07	13.20
18,101 to 18,450	12.85	12.97	13.10	13.23
18,451 to 18,800	12.88	13.01	13.14	13.26
18,801 and up	12.91	13.04	13.17	13.30

Head Bakers:  
 Effective 5-1-99:  
 Hired After 5-21-78

Average Weekly Sales

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
Up to 4,850	\$11.46	\$11.58	\$11.71	\$11.84
4,851 to 5,300	11.49	11.62	11.75	11.88
5,301 to 5,900	11.52	11.65	11.78	11.91
5,901 to 6,300	11.55	11.68	11.81	11.94
6,301 to 6,750	11.58	11.71	11.84	11.97
6,751 to 7,250	11.62	11.75	11.88	12.00
7,251 to 7,750	11.65	11.78	11.91	12.04
7,751 to 8,150	11.68	11.81	11.94	12.07
8,151 to 8,700	11.71	11.84	11.97	12.10
8,701 to 9,200	11.75	11.88	12.00	12.13
9,201 to 9,700	11.79	11.91	12.04	12.17
9,701 to 10,150	11.81	11.94	12.07	12.20
10,151 to 10,650	11.84	11.97	12.10	12.23
10,651 to 11,100	11.88	12.00	12.13	12.26
11,101 to 11,600	11.91	12.04	12.17	12.30
11,601 to 12,100	11.94	12.07	12.20	12.33
12,101 to 12,550	11.97	12.10	12.23	12.36
12,551 to 13,150	12.00	12.13	12.26	12.39
13,151 to 13,600	12.04	12.17	12.30	12.43
13,601 to 14,100	12.07	12.20	12.33	12.46
14,101 to 14,500	12.10	12.23	12.36	12.49
14,501 to 15,050	12.13	12.26	12.39	12.52
15,051 to 15,500	12.17	12.30	12.43	12.55
15,501 to 15,950	12.20	12.33	12.46	12.59
15,951 to 16,450	12.23	12.36	12.49	12.62
16,451 to 17,000	12.26	12.39	12.52	12.65
17,001 to 17,400	12.30	12.43	12.55	12.68
17,401 to 17,900	12.33	12.46	12.59	12.72
17,901 to 18,350	12.36	12.49	12.62	12.75
18,351 to 18,850	12.39	12.52	12.65	12.78
18,851 to 19,400	12.43	12.55	12.68	12.81
19,401 to 19,750	12.46	12.59	12.72	12.85
19,751 to 20,400	12.49	12.62	12.75	12.88
20,401 to 20,800	12.52	12.65	12.78	12.91
20,801 to 21,250	12.55	12.68	12.81	12.94
21,251 to 21,800	12.59	12.72	12.85	12.97
21,801 to 22,350	12.62	12.75	12.88	13.01
22,351 to 22,800	12.65	12.78	12.91	13.04
22,801 to 23,250	12.68	12.81	12.94	13.07

APPENDIX "D - 1" (Continued)

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
23,251 to 23,750	12.72	12.85	12.97	13.10
23,751 to 24,200	12.75	12.88	13.01	13.14
24,201 to 24,750	12.78	12.91	13.04	13.17
24,751 to 25,300	12.81	12.94	13.07	13.20
25,301 to 25,700	12.85	12.97	13.10	13.23
25,701 to 26,200	12.88	13.01	13.14	13.26
26,201 and up	12.91	13.04	13.17	13.30

Head Bakers:  
 Effective 5-1-2001:  
 Prior to 5-22-78

Average Weekly Sales

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
Up to 3,450	\$11.71	\$11.83	\$11.96	\$12.09
3,451 to 3,700	11.74	11.87	12.00	12.13
3,701 to 4,050	11.77	11.90	12.03	12.16
4,051 to 4,550	11.80	11.93	12.06	12.19
4,551 to 4,850	11.83	11.96	12.09	12.22
4,851 to 5,300	11.87	12.00	12.13	12.25
5,301 to 5,650	11.90	12.03	12.16	12.29
5,651 to 6,000	11.93	12.06	12.19	12.32
6,001 to 6,250	11.96	12.09	12.22	12.35
6,251 to 6,550	12.00	12.13	12.25	12.38
6,551 to 6,950	12.04	12.16	12.29	12.42
6,951 to 7,300	12.06	12.19	12.32	12.45
7,301 to 7,700	12.09	12.22	12.35	12.48
7,701 to 7,950	12.13	12.25	12.38	12.51
7,951 to 8,300	12.16	12.29	12.42	12.55
8,301 to 8,700	12.19	12.32	12.45	12.58
8,701 to 8,950	12.22	12.35	12.48	12.61
8,951 to 9,450	12.25	12.38	12.51	12.64
9,451 to 9,800	12.29	12.42	12.55	12.68
9,801 to 10,050	12.32	12.45	12.58	12.71
10,051 to 10,550	12.35	12.48	12.61	12.74
10,551 to 10,800	12.38	12.51	12.64	12.77
10,801 to 11,100	12.42	12.55	12.68	12.80
11,101 to 11,400	12.45	12.58	12.71	12.84
11,401 to 11,850	12.48	12.61	12.74	12.87
11,851 to 12,150	12.51	12.64	12.77	12.90
12,151 to 12,500	12.55	12.68	12.80	12.93
12,501 to 12,800	12.58	12.71	12.84	12.97
12,801 to 13,300	12.61	12.74	12.87	13.00
13,301 to 13,600	12.64	12.77	12.90	13.03
13,601 to 13,950	12.68	12.80	12.93	13.06
13,951 to 14,200	12.71	12.84	12.97	13.10
14,201 to 14,550	12.74	12.87	13.00	13.13
14,551 to 14,950	12.77	12.90	13.03	13.16
14,951 to 15,300	12.80	12.93	13.06	13.19
15,301 to 15,650	12.84	12.97	13.10	13.22
15,651 to 15,950	12.87	13.00	13.13	13.26

APPENDIX "D - 1" (Continued)

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
15,951 to 16,350	12.90	13.03	13.16	13.29
16,351 to 16,700	12.93	13.06	13.19	13.32
16,701 to 17,100	12.97	13.10	13.22	13.35
17,101 to 17,400	13.00	13.13	13.26	13.39
17,401 to 17,750	13.03	13.16	13.29	13.42
17,751 to 18,100	13.06	13.19	13.32	13.45
18,101 to 18,450	13.10	13.22	13.35	13.48
18,451 to 18,800	13.13	13.26	13.39	13.51
18,801 and up	13.16	13.29	13.42	13.55

Head Bakers:  
 Effective 5-1-2001:  
 Hired After 5-21-78

Average Weekly Sales

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
Up to 4,850	\$11.71	\$11.83	\$11.96	\$12.09
4,851 to 5,300	11.74	11.87	12.00	12.13
5,301 to 5,900	11.77	11.90	12.03	12.16
5,901 to 6,300	11.80	11.93	12.06	12.19
6,301 to 6,750	11.83	11.96	12.09	12.22
6,751 to 7,250	11.87	12.00	12.13	12.25
7,251 to 7,750	11.90	12.03	12.16	12.29
7,751 to 8,150	11.93	12.06	12.19	12.32
8,151 to 8,700	11.96	12.09	12.22	12.35
8,701 to 9,200	12.00	12.13	12.25	12.38
9,201 to 9,700	12.04	12.16	12.29	12.42
9,701 to 10,150	12.06	12.19	12.32	12.45
10,151 to 10,650	12.09	12.22	12.35	12.48
10,651 to 11,100	12.13	12.25	12.38	12.51
11,101 to 11,600	12.16	12.29	12.42	12.55
11,601 to 12,100	12.19	12.32	12.45	12.58
12,101 to 12,550	12.22	12.35	12.48	12.61
12,551 to 13,150	12.25	12.38	12.51	12.64
13,151 to 13,600	12.29	12.42	12.55	12.68
13,601 to 14,100	12.32	12.45	12.58	12.71
14,101 to 14,500	12.35	12.48	12.61	12.74
14,501 to 15,050	12.38	12.51	12.64	12.77
15,051 to 15,500	12.42	12.55	12.68	12.80
15,501 to 15,950	12.45	12.58	12.71	12.84
15,951 to 16,450	12.48	12.61	12.74	12.87
16,451 to 17,000	12.51	12.64	12.77	12.90
17,001 to 17,400	12.55	12.68	12.80	12.93
17,401 to 17,900	12.58	12.71	12.84	12.97
17,901 to 18,350	12.61	12.74	12.87	13.00
18,351 to 18,850	12.64	12.77	12.90	13.03
18,851 to 19,400	12.68	12.80	12.93	13.06
19,401 to 19,750	12.71	12.84	12.97	13.10
19,751 to 20,400	12.74	12.87	13.00	13.13
20,401 to 20,800	12.77	12.90	13.03	13.16
20,801 to 21,250	12.80	12.93	13.06	13.19
21,251 to 21,800	12.84	12.97	13.10	13.22

APPENDIX "D - 1" (Continued)

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
21,801 to 22,350	12.87	13.00	13.13	13.26
22,351 to 22,800	12.90	13.03	13.16	13.29
22,801 to 23,250	12.93	13.06	13.19	13.32
23,251 to 23,750	12.97	13.10	13.22	13.35
23,751 to 24,200	13.00	13.13	13.26	13.39
24,201 to 24,750	13.03	13.16	13.29	13.42
24,751 to 25,300	13.06	13.19	13.32	13.45
25,301 to 25,700	13.10	13.22	13.35	13.48
25,701 to 26,200	13.13	13.26	13.39	13.51
26,201 and up	13.16	13.29	13.42	13.55

Head Bakers:  
 Effective 5-1-2002:  
 Prior to 5-22-78

Average Weekly Sales

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
Up to 3,450	\$11.96	\$12.08	\$12.21	\$12.34
3,451 to 3,700	11.99	12.12	12.25	12.38
3,701 to 4,050	12.02	12.15	12.28	12.41
4,051 to 4,550	12.05	12.18	12.31	12.44
4,551 to 4,850	12.08	12.21	12.34	12.47
4,851 to 5,300	12.12	12.25	12.38	12.50
5,301 to 5,650	12.15	12.28	12.41	12.54
5,651 to 6,000	12.18	12.31	12.44	12.57
6,001 to 6,250	12.21	12.34	12.47	12.60
6,251 to 6,550	12.25	12.38	12.50	12.63
6,551 to 6,950	12.29	12.41	12.54	12.67
6,951 to 7,300	12.31	12.44	12.57	12.70
7,301 to 7,700	12.34	12.47	12.60	12.73
7,701 to 7,950	12.38	12.50	12.63	12.76
7,951 to 8,300	12.41	12.54	12.67	12.80
8,301 to 8,700	12.44	12.57	12.70	12.83
8,701 to 8,950	12.47	12.60	12.73	12.86
8,951 to 9,450	12.50	12.63	12.76	12.89
9,451 to 9,800	12.54	12.67	12.80	12.93
9,801 to 10,050	12.57	12.70	12.83	12.96
10,051 to 10,550	12.60	12.73	12.86	12.99
10,551 to 10,800	12.63	12.76	12.89	13.02
10,801 to 11,100	12.67	12.80	12.93	13.05
11,101 to 11,400	12.70	12.83	12.96	13.09
11,401 to 11,850	12.73	12.86	12.99	13.12
11,851 to 12,150	12.76	12.89	13.02	13.15
12,151 to 12,500	12.80	12.93	13.05	13.18
12,501 to 12,800	12.83	12.96	13.09	13.22
12,801 to 13,300	12.86	12.99	13.12	13.25
13,301 to 13,600	12.89	13.02	13.15	13.28
13,601 to 13,950	12.93	13.05	13.18	13.31
13,951 to 14,200	12.96	13.09	13.22	13.35
14,201 to 14,550	12.99	13.12	13.25	13.38
14,551 to 14,950	13.02	13.15	13.28	13.41
14,951 to 15,300	13.05	13.18	13.31	13.44
15,301 to 15,650	13.09	13.22	13.35	13.47

APPENDIX "D - 1" (Continued)

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
15,651 to 15,950	13.12	13.25	13.38	13.51
15,951 to 16,350	13.15	13.28	13.41	13.54
16,351 to 16,700	13.18	13.31	13.44	13.57
16,701 to 17,100	13.22	13.35	13.47	13.60
17,101 to 17,400	13.25	13.38	13.51	13.64
17,401 to 17,750	13.28	13.41	13.54	13.67
17,751 to 18,100	13.31	13.44	13.57	13.70
18,101 to 18,450	13.35	13.47	13.60	13.73
18,451 to 18,800	13.38	13.51	13.64	13.76
18,801 and up	13.41	13.54	13.67	13.80

Head Bakers:  
 Effective 5-1-2002:  
 Hired After 5-21-78

Average Weekly Sales

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
Up to 4,850	\$11.96	\$12.08	\$12.21	\$12.34
4,851 to 5,300	11.99	12.12	12.25	12.38
5,301 to 5,900	12.02	12.15	12.28	12.41
5,901 to 6,300	12.05	12.18	12.31	12.44
6,301 to 6,750	12.08	12.21	12.34	12.47
6,751 to 7,250	12.12	12.25	12.38	12.50
7,251 to 7,750	12.15	12.28	12.41	12.54
7,751 to 8,150	12.18	12.31	12.44	12.57
8,151 to 8,700	12.21	12.34	12.47	12.60
8,701 to 9,200	12.25	12.38	12.50	12.63
9,201 to 9,700	12.29	12.41	12.54	12.67
9,701 to 10,150	12.31	12.44	12.57	12.70
10,151 to 10,650	12.34	12.47	12.60	12.73
10,651 to 11,100	12.38	12.50	12.63	12.76
11,101 to 11,600	12.41	12.54	12.67	12.80
11,601 to 12,100	12.44	12.57	12.70	12.83
12,101 to 12,550	12.47	12.60	12.73	12.86
12,551 to 13,150	12.50	12.63	12.76	12.89
13,151 to 13,600	12.54	12.67	12.80	12.93
13,601 to 14,100	12.57	12.70	12.83	12.96
14,101 to 14,500	12.60	12.73	12.86	12.99
14,501 to 15,050	12.63	12.76	12.89	13.02
15,051 to 15,500	12.67	12.80	12.93	13.05
15,501 to 15,950	12.70	12.83	12.96	13.09
15,951 to 16,450	12.73	12.86	12.99	13.12
16,451 to 17,000	12.76	12.89	13.02	13.15
17,001 to 17,400	12.80	12.93	13.05	13.18
17,401 to 17,900	12.83	12.96	13.09	13.22
17,901 to 18,350	12.86	12.99	13.12	13.25
18,351 to 18,850	12.89	13.02	13.15	13.28
18,851 to 19,400	12.93	13.05	13.18	13.31
19,401 to 19,750	12.96	13.09	13.22	13.35
19,751 to 20,400	12.99	13.12	13.25	13.38
20,401 to 20,800	13.02	13.15	13.28	13.41
20,801 to 21,250	13.05	13.18	13.31	13.44
21,251 to 21,800	13.09	13.22	13.35	13.47

APPENDIX "D - 1" (Continued)

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
21,801 to 22,350	13.12	13.25	13.38	13.51
22,351 to 22,800	13.15	13.28	13.41	13.54
22,801 to 23,250	13.18	13.31	13.44	13.57
23,251 to 23,750	13.22	13.35	13.47	13.60
23,751 to 24,200	13.25	13.38	13.51	13.64
24,201 to 24,750	13.28	13.41	13.54	13.67
24,751 to 25,300	13.31	13.44	13.57	13.70
25,301 to 25,700	13.35	13.47	13.60	13.73
25,701 to 26,200	13.38	13.51	13.64	13.76
26,201 and up	13.41	13.54	13.67	13.80

Adjusted quarterly: Sales are averaged for prior two quarters (26 weeks). Quarters end the last of January, April, July and October. In units that are supplying a bake-off unit, one-half the sales of the bake-off will be added to the sales of the originating unit to determine average weekly sales.

Assistant Head Baker:

Weekly sales up to \$3,000 - \$1.95 above present rate.

Weekly sales \$3,001 and up - \$0.49 per week for each \$250 additional value.

Full-Time Baker

Hired Prior To 5-22-78

First year	\$10.34	\$10.59	\$10.84
Second year	10.47	10.72	10.97
Third year	10.60	10.85	11.10
Thereafter	10.73	10.98	11.23

Hired After 5-21-78

First year	\$ 9.25	\$ 9.50	\$ 9.75
Second year	9.35	9.60	9.85
Third year	9.45	9.70	9.95
Thereafter	9.55	9.80	10.05

EFFECTIVE	EFFECTIVE	EFFECTIVE
5-1-99	5-1-2001	5-1-2002
<u>Per Hour</u>	<u>Per Hour</u>	<u>Per Hour</u>

Hired After 6-19-81

First year	\$ 9.25	\$ 9.50	\$ 9.75
Second year	9.25	9.50	9.75
Third year	9.25	9.50	9.75
Thereafter	9.25	9.50	9.75

Part-Time Baker

APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired Prior To 5-22-78

First year	\$10.24	\$10.44	\$10.64
Second year	10.37	10.57	10.77
Third year	10.50	10.70	10.90
Thereafter	10.63	10.83	11.03

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 5-21-78

First year	\$ 9.15	\$ 9.35	\$ 9.55
Second year	9.25	9.45	9.65
Third year	9.35	9.55	9.75
Thereafter	9.45	9.65	9.85

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 6-19-81

First year	\$ 9.15	\$ 9.35	\$ 9.55
Second year	9.15	9.35	9.55
Third year	9.15	9.35	9.55
Thereafter	9.15	9.35	9.55

Bakery Apprentice

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired Prior To 5-22-78

First six mos.	\$ 9.45	\$ 9.70	\$ 9.95
Second six mos.	9.51	9.76	10.01
Third six mos.	9.58	9.83	10.08
Fourth six mos.	9.64	9.89	10.14
Fifth six mos.	9.70	9.95	10.20
Sixth six mos.	9.77	10.02	10.27

Hired After 5-21-78

First six mos.	\$ 8.49	\$ 8.74	\$ 8.99
Second six mos.	8.59	8.84	9.09
Third six mos.	8.69	8.94	9.19
Fourth six mos.	8.70	8.95	9.20
Fifth six mos.	8.90	9.15	9.40
Sixth six mos.	9.00	9.25	9.50



APPENDIX "D - 1" (Continued)

Hired After 6-19-81

First six mos.	\$ 7.01	\$ 7.26	\$ 7.51
Second six mos.	7.24	7.49	7.74
Third six mos.	7.47	7.72	7.97
Fourth six mos.	7.70	7.95	8.20
Fifth six mos.	7.93	8.18	8.43
Sixth six mos.	8.16	8.41	8.66

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 6-2-84

First six mos.	\$ 6.78	\$ 7.03	\$ 7.28
Second six mos.	6.96	7.21	7.46
Third six mos.	7.24	7.49	7.74
Fourth six mos.	7.47	7.72	7.97
Fifth six mos.	7.70	7.95	8.20
Sixth six mos.	7.93	8.18	8.43

Hired After 5-1-85

First six mos.	\$ 6.73	\$ 6.98	\$ 7.23
Second six mos.	6.96	7.21	7.46
Third six mos.	7.20	7.45	7.70
Fourth six mos.	7.43	7.68	7.93
Fifth six mos.	7.66	7.91	8.16
Sixth six mos.	7.89	8.14	8.39

Hired After 11-1-85

First six mos.	\$ 6.61	\$ 6.86	\$ 7.11
Second six mos.	6.84	7.09	7.34
Third six mos.	7.08	7.33	7.58
Fourth six mos.	7.31	7.56	7.81
Fifth six mos.	7.54	7.79	8.04
Sixth six mos.	7.77	8.02	8.27

Hired After 5-1-88

First six mos.	\$ 6.51	\$ 6.76	\$ 7.01
Second six mos.	6.74	6.99	7.24
Third six mos.	6.98	7.23	7.48
Fourth six mos.	7.21	7.46	7.71
Fifth six mos.	7.44	7.69	7.94
Sixth six mos.	7.67	7.92	8.17

Hired After 11-1-88

First six mos.	\$ 6.41	\$ 6.66	\$ 6.91
Second six mos.	6.64	6.89	7.14
Third six mos.	6.88	7.13	7.38
Fourth six mos.	7.11	7.36	7.61
Fifth six mos.	7.34	7.59	7.84
Sixth six mos.	7.57	7.82	8.07

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APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Full-Time Baker's Helper

Hired Prior To 5-22-78

First year	\$ 9.46	\$ 9.71	\$ 9.96
Second year	9.59	9.84	10.09
Third year	9.72	9.97	10.22
Thereafter	9.85	10.15	10.40

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 5-21-78

First year	\$ 8.24	\$ 8.49	\$ 8.74
Second year	8.39	8.64	8.89
Third year	8.54	8.79	9.04
Thereafter	8.69	8.94	9.19

Hired After 6-19-81

First year	\$ 7.47	\$ 7.72	\$ 7.97
Second year	7.61	7.86	8.12
Third year	7.75	8.00	8.25
Thereafter	7.89	8.14	8.39

Hired After 6-2-84

First year	\$ 7.24	\$ 7.49	\$ 7.74
Second year	7.38	7.63	7.88
Third year	7.52	7.77	8.02
Thereafter	7.66	7.91	8.16

Hired After 5-1-85

First year	\$ 7.20	\$ 7.45	\$ 7.70
Second year	7.33	7.58	7.83
Third year	7.47	7.72	7.97
Thereafter	7.61	7.86	8.11

Hired After 11-1-85

First year	\$ 7.08	\$ 7.33	\$ 7.58
Second year	7.21	7.46	7.71
Third year	7.35	7.60	7.85
Thereafter	7.49	7.74	7.99

APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 5-1-88

First year	\$ 6.98	\$ 7.23	\$ 7.48
Second year	7.11	7.36	7.61
Third year	7.25	7.50	7.75
Thereafter	7.39	7.64	7.89

Hired After 11-1-88 And Prior To 5-1-92

First year	\$ 6.88	\$ 7.13	\$ 7.38
Second year	7.01	7.26	7.51
Third year	7.15	7.40	7.65
Thereafter	7.29	7.54	7.79

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Part-Time Baker's Helper

Hired Prior To 5-22-78

First year	\$ 9.36	\$ 9.56	\$ 9.76
Second year	9.49	9.69	9.89
Third year	9.62	9.82	10.02
Thereafter	9.75	9.95	10.15

Hired After 5-21-78

First year	\$ 8.14	\$ 8.34	\$ 8.54
Second year	8.31	8.51	8.71
Third year	8.44	8.64	8.84
Thereafter	8.59	8.79	8.99

Hired After 6-19-81

First year	\$ 7.37	\$ 7.57	\$ 7.77
Second year	7.51	7.71	7.91
Third year	7.65	7.85	8.05
Thereafter	7.79	7.99	8.19

Hired After 6-2-84

First year	\$ 7.14	\$ 7.34	\$ 7.54
Second year	7.28	7.48	7.68
Third year	7.42	7.62	7.82
Thereafter	7.56	7.76	7.96

APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 5-1-85

First year	\$ 7.10	\$ 7.30	\$ 7.50
Second year	7.23	7.43	7.63
Third year	7.37	7.57	7.77
Thereafter	7.51	7.71	7.91

Hired After 11-1-85

First year	\$ 6.98	\$ 7.18	\$ 7.38
Second year	7.11	7.31	7.51
Third year	7.25	7.45	7.65
Thereafter	7.39	7.59	7.79

Hired After 5-1-88

First year	\$ 6.88	\$ 7.08	\$ 7.28
Second year	7.01	7.21	7.41
Third year	7.15	7.35	7.55
Thereafter	7.29	7.49	7.69

EFFECTIVE 5-1-98 <u>Per Hour</u>	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 11-1-88 And Prior To 5-1-92

First year	\$ 6.78	\$ 6.98	\$ 7.18
Second year	6.91	7.11	7.31
Third year	7.05	7.25	7.45
Thereafter	7.19	7.39	7.59

Full-Time Bakery Laborer

Hired Prior to 5-22-78

First year	\$ 9.08	\$ 9.33	\$ 9.53
Second year	9.21	9.46	9.66
Third year	9.34	9.59	9.79
Thereafter	9.47	9.72	9.92

Hired After 5-21-78

First year	\$ 7.99	\$ 8.24	\$ 8.44
Second year	8.14	8.39	8.59
Third year	8.29	8.54	8.74
Thereafter	8.44	8.69	8.89

APPENDIX "D - 1" (Continued)

<u>EFFECTIVE</u> 5-1-99 <u>Per Hour</u>	<u>EFFECTIVE</u> 5-1-2001 <u>Per Hour</u>	<u>EFFECTIVE</u> 5-1-2002 <u>Per Hour</u>
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Hired After 6-19-81

First year	\$ 7.01	\$ 7.26	\$ 7.51
Second year	7.15	7.40	7.65
Third year	7.29	7.54	7.79
Thereafter	7.42	7.67	7.92

Hired After 6-2-84

First year	\$ 6.78	\$ 7.03	\$ 7.28
Second year	6.92	7.17	7.42
Third year	7.05	7.30	7.55
Thereafter	7.19	7.44	7.69

Hired After 5-1-85

First year	\$ 6.73	\$ 6.98	\$ 7.23
Second year	6.87	7.12	7.37
Third year	7.01	7.26	7.51
Thereafter	7.20	7.45	7.70

Hired After 11-1-85

First year	\$ 6.61	\$ 6.86	\$ 7.11
Second year	6.75	7.00	7.25
Third year	6.90	7.15	7.40
Fourth year	7.03	7.28	7.53
Thereafter	7.10	7.35	7.60

<u>EFFECTIVE</u> 5-1-99 <u>Per Hour</u>	<u>EFFECTIVE</u> 5-1-2001 <u>Per Hour</u>	<u>EFFECTIVE</u> 5-1-2002 <u>Per Hour</u>
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Hired After 4-1-86

First year	\$ 6.61	\$ 6.86	\$ 7.11
Second year	6.75	7.00	7.25
Third year	6.89	7.14	7.39
Fourth year	7.03	7.28	7.53
Thereafter	7.10	7.35	7.60

Hired After 5-1-88

First year	\$ 6.51	\$ 6.76	\$ 7.01
Second year	6.65	6.90	7.15
Third year	6.79	7.04	7.29
Fourth year	6.93	7.18	7.43
Thereafter	7.10	7.35	7.60

APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 11-1-88 And Prior To 5-1-92

First year	\$ 6.41	\$ 6.66	\$ 6.91
Second year	6.55	6.80	7.05
Third year	6.69	6.94	7.19
Fourth year	6.83	7.08	7.33
Thereafter	7.10	7.35	7.60

Part-Time Bakery Laborer

Hired Prior To 5-22-78

First year	\$ 8.98	\$ 9.18	\$ 9.38
Second year	9.11	9.31	9.51
Third year	9.24	9.44	9.64
Thereafter	9.37	9.57	9.77

Hired After 5-21-78

First year	\$ 7.89	\$ 8.09	\$ 8.29
Second year	8.04	8.24	8.44
Third year	8.19	8.39	8.59
Thereafter	8.34	8.54	8.74

Hired After 6-19-81

First year	\$ 6.91	\$ 7.11	\$ 7.31
Second year	7.05	7.25	7.45
Third year	7.19	7.39	7.59
Thereafter	7.32	7.52	7.72

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 6-2-84

First year	\$ 6.68	\$ 6.88	\$ 7.08
Second year	6.82	7.02	7.22
Third year	6.95	7.15	7.35
Thereafter	7.09	7.29	7.49

Hired After 5-1-85

First year	\$ 6.63	\$ 6.83	\$ 7.03
Second year	6.77	6.97	7.17
Third year	6.91	7.11	7.31
Thereafter	7.05	7.25	7.45

APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 11-1-85

First year	\$ 6.51	\$ 6.71	\$ 6.91
Second year	6.65	6.85	7.05
Third year	6.79	6.99	7.19
Thereafter	6.93	7.13	7.33

Hired After 5-1-88

First year	\$ 6.41	\$ 6.61	\$ 6.81
Second year	6.55	6.75	6.95
Third year	6.69	6.89	7.09
Thereafter	6.83	7.03	7.23

Hired After 11-1-88 And Prior To 5-1-92

First year	\$ 6.31	\$ 6.51	\$ 6.71
Second year	6.45	6.65	6.85
Third year	6.59	6.79	6.99
Thereafter	6.73	6.93	7.13

Head Salesperson

The Head Salesperson in a bakery will receive the hourly pay and bonus (if applicable) of a sales clerk and in addition, will receive an hourly premium as outlined below:

Prior To 5-22-78

<u>*Average Weekly Sales</u>	<u>Premium</u>
Up to 3,450	0.10
from 3,451 to 3,700	0.12
from 3,701 to 4,050	0.14
from 4,051 to 4,550	0.16
from 4,551 to 4,850	0.18
from 4,851 to 5,300	0.20
from 5,301 to 5,650	0.21
from 5,651 to 6,000	0.23

Prior To 5-22-78

<u>*Average Weekly Sales</u>	<u>Premium</u>
from 6,001 to 6,250	0.25
from 6,251 to 6,550	0.27
from 6,551 to 6,950	0.29
from 6,951 to 7,300	0.31
from 7,301 to 7,700	0.33
from 7,701 to 7,950	0.35
from 7,951 to 8,300	0.37
from 8,301 to 8,700	0.39
from 8,701 to 8,950	0.41

APPENDIX "D - 1" (Continued)

Prior To 5-22-78

<u>*Average Weekly Sales</u>	<u>Premium</u>
from 8,951 to 9,450	0.43
from 9,451 to 9,800	0.45
from 9,801 to 10,050	0.47
from 10,051 to 10,550	0.49
from 10,551 to 10,800	0.51
from 10,801 to 11,100	0.53
from 11,101 to 11,400	0.55
from 11,401 to 11,850	0.57
from 11,851 to 12,150	0.59
from 12,151 to 12,500	0.60
from 12,501 to 12,800	0.62
from 12,801 to 13,300	0.64
from 13,301 to 13,950	0.66
from 13,951 to 14,200	0.68

\*Adjusted quarterly: Sales are averaged for prior two quarters (26 weeks).  
 Quarters end the last of January, April, July and October.

Head Salesperson

The Head Salesperson in a bakery will receive the hourly pay and bonus (if applicable) of a sales clerk and in addition, will receive an hourly premium as outlined below.

After 5-21-78

<u>*Average Weekly Sales</u>	<u>Premium</u>
Up to 4,850	0.10
from 4,851 to 5,300	0.12
from 5,301 to 5,900	0.14
from 5,901 to 6,300	0.16
from 6,301 to 6,750	0.18
from 6,751 to 7,250	0.20
from 7,251 to 7,750	0.21
from 7,751 to 8,150	0.23
from 8,151 to 8,700	0.25
from 8,701 to 9,200	0.27
from 9,201 to 9,700	0.29
from 9,701 to 10,150	0.31
from 10,151 to 10,650	0.33
from 10,651 to 11,100	0.35
from 11,101 to 11,600	0.37
from 11,601 to 12,100	0.39

After 5-21-78

<u>*Average Weekly Sales</u>	<u>Premium</u>
from 12,101 to 12,550	0.41
from 12,551 to 13,150	0.43
from 13,151 to 13,600	0.45
from 13,601 to 14,100	0.47



APPENDIX "D - 1" (Continued)

After 5-21-78

<u>*Average Weekly Sales</u>	<u>Premium</u>
from 14,101 to 14,500	0.49
from 14,501 to 15,050	0.51
from 15,051 to 15,500	0.53

\*Adjusted quarterly: Sales are averaged for prior two quarters (26 weeks).  
 Quarters end the last of January, April, July and October.

<u>EFFECTIVE</u> 5-1-99 <u>Per Hour</u>	<u>EFFECTIVE</u> 5-1-2001 <u>Per Hour</u>	<u>EFFECTIVE</u> 5-1-2002 <u>Per Hour</u>
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Bakery/Deli Sales Clerk

Hired Prior To 5-25-75

Full-Time

First 12 weeks	\$ 8.18	\$ 8.43	\$ 8.68
Balance 1st yr.	8.25	8.50	8.75
Second year	8.31	8.56	8.81
Third year	8.38	8.63	8.88
Thereafter	8.44	8.69	8.94

Part-Time

First 12 weeks	\$ 8.04	\$ 8.24	\$ 8.44
Thereafter	8.11	8.31	8.51

Hired After 5-24-75 But Before 5-1-76

Full-Time

First six mos.	\$ 7.64	\$ 7.89	\$ 8.09
Thereafter	7.74	7.99	8.19

Part-Time

First six mos.	\$ 7.54	\$ 7.74	\$ 7.94
Thereafter	7.64	7.84	8.04

Hired After 4-30-76 But Before 5-1-77

<u>Full-Time</u>	\$ 7.38	\$ 7.63	\$ 7.88
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<u>Part-Time</u>	\$ 7.28	\$ 7.48	\$ 7.68
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APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 4-30-77 But Before 5-22-78

<u>Full-Time</u>	\$ 7.15	\$ 7.40	\$ 7.65
<u>Part-Time</u>	\$ 7.05	\$ 7.25	\$ 7.45

Hired After 5-21-78

Full-Time

1st/2nd year	\$ 6.88	\$ 7.13	\$ 7.38
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

<u>Part-Time</u>	\$ 6.78	\$ 6.98	\$ 7.18
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Hired After 5-1-79

Full-Time

First year	\$ 6.52	\$ 6.77	\$ 7.02
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Part-Time

1st/2nd year	\$ 6.42	\$ 6.62	\$ 6.82
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Hired After 5-1-80

Full-Time

First six mos.	\$ 6.34	\$ 6.59	\$ 6.84
6 mos.-1 year	6.50	6.75	7.00
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

## APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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## Hired After 6-19-81

Full-Time

0 - 30 days	\$ 6.18	\$ 6.43	\$ 6.68
30 days-6 mos.	6.30	6.55	6.80
6 mos.-1 year	6.50	6.75	7.00
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Part-Time

First six mos.	\$ 6.08	\$ 6.28	\$ 6.48
6 mos.-1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

## Hired After 6-2-84

Full-Time

0 - 30 days	\$ 6.00	\$ 6.25	\$ 6.50
30 days-6 mos.	6.30	6.55	6.80
6 mos.-1 year	6.50	6.75	7.00
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Part-Time

0 - 30 days	\$ 5.90	\$ 6.10	\$ 6.30
30 days- 6 mos.	5.95	6.15	6.35
6 mos.-1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 5-1-85 And Prior To 5-1-92

Full-Time

0 - 30 days	\$ 5.95	\$ 6.20	\$ 6.45
30 days-6 mos.	6.30	6.55	6.80
6 mos.-1 year	6.50	6.75	7.00
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Part-Time

0 - 30 days	\$ 5.85	\$ 6.05	\$ 6.25
30 days-6 mos.	5.95	6.15	6.35
6 mos.-1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Hired After 4-1-86 And Prior To 5-1-92

Full-Time

First 6 mos.	\$ 5.95	\$ 6.20	\$ 6.45
6 mos.-1 year	6.10	6.35	6.60
Second year	6.30	6.55	6.80
Third year	6.50	6.75	7.00
Fourth year	6.80	7.05	7.30
Thereafter	7.10	7.35	7.60

Part-Time

First year	\$ 5.85	\$ 6.05	\$ 6.25
Second year	6.00	6.20	6.40
Third year	6.20	6.40	6.60
Fourth year	6.40	6.60	6.80
Thereafter	6.70	6.90	7.10

Full-Time Finisher

Hired Prior To 5-22-78

First 12 weeks	\$ 8.20	\$ 8.45	\$ 8.70
Balance first year	8.33	8.58	8.83
Second year	8.39	8.64	8.89
Third year	8.46	8.71	8.96
Thereafter	8.52	8.77	9.02

APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 5-21-78

First 12 weeks	\$ 7.23	\$ 7.48	\$ 7.73
Balance first year	7.38	7.63	7.88
Second year	7.48	7.73	7.98
Third year	7.58	7.83	8.08
Thereafter	7.68	7.93	8.18

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 6-19-81

0 - 30 days	\$ 6.08	\$ 6.33	\$ 6.58
30 days-6 mos.	6.30	6.55	6.80
6 mos.-1 year	6.50	6.75	7.00
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Hired After 6-2-84 And Prior To 5-1-92

0 - 30 days	\$ 5.95	\$ 6.20	\$ 6.45
30 days-6 mos.	6.30	6.55	6.80
6 mos.-1 year	6.50	6.75	7.00
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Part-Time Finisher

Hired Prior To 5-22-78

First 12 weeks	\$ 8.10	\$ 8.30	\$ 8.50
Thereafter	8.23	8.43	8.63

Hired After 5-21-78

First 12 weeks	\$ 7.13	\$ 7.33	\$ 7.53
Thereafter	7.28	7.48	7.68

Hired After 6-19-81

First 12 weeks	\$ 5.98	\$ 6.18	\$ 6.38
12 wks.-6 mos.	6.12	6.32	6.52
6 mos.-1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 6-2-84

First 12 weeks	\$ 5.85	\$ 6.05	\$ 6.25
30 days-6 mos.	5.95	6.15	6.35
6 mos.-1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Hired After 5-1-85

First 12 weeks	\$ 5.85	\$ 6.05	\$ 6.25
30 days-6 mos.	5.95	6.15	6.35
6 mos.-1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Hired After 4-1-86

First 12 weeks	\$ 5.85	\$ 6.05	\$ 6.25
12 wks.-1 year	5.90	6.10	6.30
Second year	6.00	6.20	6.50
Third year	6.20	6.40	6.60
Fourth year	6.40	6.60	6.80
Thereafter	6.70	6.90	7.10

Hired After 5-1-88 And Prior To 5-1-92

First year	\$ 5.85	\$ 6.05	\$ 6.25
Second year	6.00	6.20	6.40
Third year	6.20	6.40	6.60
Fourth year	6.40	6.60	6.80
Thereafter	6.70	6.90	7.10

Bakery/Deli Porter

Full-Time

Hired After 12-1-68

First 12 weeks	\$ 8.67	\$ 8.92	\$ 9.17
Balance 1st yr.	8.74	8.99	9.24
Thereafter	8.80	9.05	9.30

APPENDIX "D - 1" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Part-Time

First 12 weeks	\$ 8.57	\$ 8.77	\$ 8.97
Balance 1st yr.	8.64	8.84	9.04
Thereafter	8.70	8.90	9.10

Hired At Or After 6-2-84

Full-Time

First year	\$ 6.55	\$ 6.80	\$ 7.05
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Part-Time

1st/2nd year	\$ 6.45	\$ 6.65	\$ 6.85
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Full-Time

Hired After 5-1-85

First year	\$ 6.50	\$ 6.75	\$ 7.00
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Part-Time

1st/2nd year	\$ 6.40	\$ 6.60	\$ 6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Hired After 11-1-85

Full-Time

First 6 mos.	\$ 6.38	\$ 6.63	\$ 6.88
6 mos.-1 year	6.50	6.75	7.00
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Part-Time

First year	\$ 6.28	\$ 6.48	\$ 6.68
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Hired After 4-1-86

Full-Time

1st/2nd year	\$ 6.38	\$ 6.63	\$ 6.88
Third year	6.50	6.75	7.00
Fourth year	6.80	7.05	7.30
Thereafter	7.10	7.35	7.60

Part-Time

First 3 years	\$ 6.28	\$ 6.48	\$ 6.68
Fourth year	6.40	6.60	6.80
Thereafter	6.70	6.90	7.10

Hired After 5-1-88

Full-Time

First year	\$ 6.28	\$ 6.53	\$ 6.78
Second year	6.30	6.55	6.80
Third year	6.50	6.75	7.00
Fourth year	6.80	7.05	7.30
Thereafter	7.10	7.35	7.60

Part-Time

First 2 years	\$ 6.18	\$ 6.38	\$ 6.58
Third year	6.00	6.40	6.60
Fourth year	6.40	6.60	6.80
Thereafter	6.70	6.90	7.10

Hired After 11-1-88 And Prior To 5-1-92

Full-Time

First year	\$ 6.18	\$ 6.43	\$ 6.68
Second year	6.30	6.55	6.80
Third year	6.50	6.75	7.00
Fourth year	6.80	7.05	7.30
Thereafter	7.10	7.35	7.60



APPENDIX "D - 1" (Continued)

<u>EFFECTIVE</u> 5-1-99 <u>Per Hour</u>	<u>EFFECTIVE</u> 5-1-2001 <u>Per Hour</u>	<u>EFFECTIVE</u> 5-1-2002 <u>Per Hour</u>
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Part-Time

First 2 years	\$ 6.08	\$ 6.28	\$ 6.48
Third year	6.20	6.40	6.60
Fourth year	6.40	6.80	7.00
Thereafter	6.70	6.90	7.10

Full-Time Benchhand

Hired Prior To 5-22-78

First 12 weeks	\$ 8.44	\$ 8.69	\$ 8.94
Balance first year	8.60	8.85	9.10
Second year	8.73	8.98	9.23
Third year	8.86	9.11	9.36
Thereafter	8.98	9.23	9.48

Hired After 5-21-78

First 12 weeks	\$ 7.43	\$ 7.68	\$ 7.93
Balance first year	7.58	7.83	8.08
Second year	7.68	7.93	8.18
Third year	7.78	8.03	8.28
Thereafter	7.89	8.14	8.39

Hired After 6-19-81

First 12 weeks	\$ 6.38	\$ 6.63	\$ 6.88
Balance first year	6.53	6.78	7.03
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

<u>EFFECTIVE</u> 5-1-99 <u>Per Hour</u>	<u>EFFECTIVE</u> 5-1-2001 <u>Per Hour</u>	<u>EFFECTIVE</u> 5-1-2002 <u>Per Hour</u>
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Hired After 6-2-84

0 - 30 days	\$ 6.13	\$ 6.38	\$ 6.63
30 days-6 mos.	6.30	6.55	6.80
6 mos.-1 year	6.50	6.75	7.00
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

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APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 5-1-85

0 - 30 days	\$ 6.08	\$ 6.33	\$ 6.58
30 days-6 mos.	6.30	6.55	6.80
6 mos.-1 year	6.30	6.55	6.80
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Hired After 11-1-85

0 - 30 days	\$ 5.95	\$ 6.20	\$ 6.45
30 days-6 mos.	6.30	6.55	6.80
6 mos.-1 year	6.50	6.75	7.00
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Hired After 4-1-86

First 12 weeks	\$ 5.95	\$ 6.20	\$ 6.45
12 wks.-6 mos.	6.05	6.30	6.55
6 mos.-1 year	6.10	6.35	6.55
Second year	6.30	6.55	6.80
Third year	6.50	6.75	7.00
Fourth year	6.80	7.05	7.30
Thereafter	7.10	7.35	7.60

Hired After 5-1-88

First 6 mos.	\$ 5.95	\$ 6.20	\$ 6.45
6 mos.-1 year	6.10	6.35	6.55
Second year	6.30	6.55	6.80
Third year	6.50	6.75	7.00
Fourth year	6.80	7.05	7.30
Thereafter	7.10	7.35	7.60

Hired After 11-1-88 And Prior To 5-1-92

First 6 mos.	\$ 5.95	\$ 6.20	\$ 6.45
6 mos.-1 year	6.10	6.35	6.55
Second year	6.30	6.55	6.80
Third year	6.50	6.75	7.00
Fourth year	6.80	7.05	7.30
Thereafter	7.10	7.35	7.60

APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Part-Time Benchhand

Hired Prior To 5-22-78

First 12 weeks	\$ 8.34	\$ 8.54	\$ 8.74
Thereafter	8.50	8.70	8.90

Hired After 5-21-78

First 12 weeks	\$ 7.33	\$ 7.53	\$ 7.73
Thereafter	7.48	7.68	7.88

Hired After 6-19-81

First 12 weeks	\$ 6.08	\$ 6.28	\$ 6.48
Balance 1st yr.	6.21	6.41	6.61
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Hired After 6-2-84

0 - 30 days	\$ 5.85	\$ 6.05	\$ 6.25
30 days-6 mos.	5.98	6.18	6.38
6 mos.-1 year	6.20	6.40	6.40
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Hired After 5-1-85

0-30 days	\$ 5.85	\$ 6.05	\$ 6.25
30 days-6 mos.	5.95	6.15	6.35
6 mos.-1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Hired After 11-1-85

0 - 30 days	\$ 5.85	\$ 6.05	\$ 6.25
30 days-6 mos.	5.95	6.15	6.35
6 mos.-1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 4-1-86

First 12 weeks	\$ 5.85	\$ 6.05	\$ 6.25
12 wks.-1 year	5.90	6.10	6.30
Second year	6.00	6.20	6.40
Third year	6.20	6.40	6.60
Fourth year	6.40	6.60	6.80
Thereafter	6.70	6.90	7.10

Hired After 5-1-88 And Prior To 5-1-92

First year	\$ 5.85	\$ 6.05	\$ 6.25
Second year	6.00	6.20	6.45
Third year	6.20	6.40	6.60
Fourth year	6.40	6.60	6.80
Thereafter	6.70	6.90	7.10

Deli Head

Effective 5-1-99  
Prior To 5-22-78

\*Average Weekly Sales

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
Up to 4,850	10.25	10.25	10.25	10.25
4,851 to 5,550	10.25	10.25	10.25	10.27
5,551 to 6,250	10.25	10.25	10.25	10.34
6,251 and up	10.25	10.25	10.27	10.40

After 5-21-78

\*Average Weekly Sales

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
Up to 6,750	10.25	10.25	10.25	10.25
6,751 to 7,750	10.25	10.25	10.25	10.27
7,751 to 8,700	10.25	10.25	10.25	10.34
8,701 and up	10.25	10.25	10.27	10.40

APPENDIX "D - 1" (Continued)

Deli Head

Effective 5-1-2001  
Prior To 5-22-78

\*Average Weekly Sales

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
Up to 4,850	10.50	10.50	10.50	10.50
4,851 to 5,550	10.50	10.50	10.50	10.52
5,551 to 6,250	10.50	10.50	10.50	10.59
6,251 and up	10.50	10.50	10.52	10.65

After 5-21-78

\*Average Weekly Sales

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
Up to 6,750	10.50	10.50	10.50	10.50
6,751 to 7,750	10.50	10.50	10.50	10.52
7,751 to 8,700	10.50	10.50	10.50	10.59
8,701 and up	10.50	10.50	10.52	10.65

Deli Head

Effective 5-1-2002  
Prior To 5-22-78

\*Average Weekly Sales

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
Up to 4,850	10.75	10.75	10.75	10.75
4,851 to 5,550	10.75	10.75	10.75	10.77
5,551 to 6,250	10.75	10.75	10.75	10.84
6,251 and up	10.75	10.75	10.77	10.90

After 5-21-78

\*Average Weekly Sales

	<u>1st year</u>	<u>2nd year</u>	<u>3rd year</u>	<u>4th year</u>
Up to 6,750	10.75	10.75	10.75	10.75
6,751 to 7,750	10.75	10.75	10.75	10.77
7,751 to 8,700	10.75	10.75	10.75	10.84
8,701 and up	10.75	10.75	10.77	10.90

\*Adjusted quarterly: Sales are averaged for prior two quarters (26 weeks). Quarters and the last of January, April, July and October. In units with a snack bar, the sales from the snack bar are added to the deli sales to determine weekly sales.

APPENDIX "D - 1" (Continued)

A Head Cook/Short Order Cook will be established in any Deli or combination Deli-Snack Bar or Deli-Restaurant averaging over \$3,000.00 weekly. This will be determined quarterly based on average sale of the prior two operating quarters. The Head Cook will receive fifteen (\$.15) cents per hour over the full-time kitchen help rate.

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Full-Time Kitchen Help

Hired Prior To 5-22-78

First 12 weeks	\$ 8.20	\$ 8.45	\$ 8.70
Balance first year	8.26	8.51	8.76
Second year	8.33	8.58	8.83
Third year	8.39	8.64	8.89
Thereafter	8.46	8.71	8.96

Hired After 5-21-78

First 12 weeks	\$ 7.23	\$ 7.48	\$ 7.63
Balance first year	7.38	7.63	7.88
Second year	7.48	7.73	7.98
Third year	7.58	7.83	8.08
Thereafter	7.68	7.93	8.18

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 6-19-81

0 - 30 days	\$ 6.28	\$ 6.53	\$ 6.78
30 days - 12 wks.	6.30	6.55	6.80
12 wks. - 6 mos.	6.43	6.68	6.93
6 mos. - 1 yr.	6.50	6.75	7.00
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Hired After 6-2-84

0 - 30 days	\$ 6.03	\$ 6.28	\$ 6.53
30 days - 6 mos.	6.30	6.55	6.80
6 mos. - 1 yr.	6.50	6.75	7.00
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

APPENDIX "D - 1" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 5-1-85

0 - 30 days	\$ 5.98	\$ 6.23	\$ 6.48
30 days - 6 mos.	6.30	6.55	6.80
6 mos. - 1 yr.	6.50	6.75	6.80
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Hired After 11-1-85

0 - 30 days	\$ 5.95	\$ 6.20	\$ 6.45
30 days - 6 mos.	6.30	6.55	6.80
6 mos. - 1 yr.	6.50	6.75	7.00
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Hired After 4-1-86

First 6 mos.	\$ 5.95	\$ 6.20	\$ 6.45
6 mos. - 1 yr.	6.10	6.35	6.60
Second year	6.30	6.55	6.80
Third year	6.50	6.75	7.00
Fourth year	6.80	7.05	7.30
Thereafter	7.10	7.35	7.60

Hired After 5-1-88

First 6 mos.	\$ 5.95	\$ 6.20	\$ 6.45
6 mos. - 1 yr.	6.10	6.35	6.60
Second year	6.30	6.55	6.80
Third year	6.50	6.75	7.00
Fourth year	6.80	7.05	7.30
Thereafter	7.10	7.35	7.60

Hired After 11-1-88 And Prior To 5-1-92

First 6 mos.	\$ 5.95	\$ 6.20	\$ 6.45
6 mos. - 1 yr.	6.05	6.30	6.55
Second year	6.30	6.55	6.80
Third year	6.50	6.75	7.00
Fourth year	6.80	7.05	7.30
Thereafter	7.10	7.35	7.60

APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Part-Time Kitchen Help

Hired Prior To 5-22-78

First 12 wks.	\$ 8.06	\$ 8.26	\$ 8.46
Thereafter	8.13	8.33	8.53

Hired After 5-21-78

First 12 wks.	\$ 7.13	\$ 7.33	\$ 7.53
Thereafter	7.28	7.48	7.68

Hired After 6-19-81

First 12 wks.	\$ 6.08	\$ 6.28	\$ 6.48
12 wks. - 1 yr.	6.23	6.43	6.63
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Hired After 6-2-84

First 12 wks	\$ 5.88	\$ 6.08	\$ 6.28
12 wks-6 mos.	6.03	6.23	6.43
6 mos.-1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Hired After 5-1-85

0 - 30 days	\$ 5.85	\$ 6.05	\$ 6.25
30 days - 12 wks	5.95	6.15	6.35
12 wks. - 6 mos.	5.98	6.18	6.38
6 mos. - 1 yr.	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Hired After 11-1-85

0 - 30 days	\$ 5.85	\$ 6.05	\$ 6.25
30 days - 6 mos.	5.95	6.15	6.35
6 mos. - 1 yr.	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10



APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 4-1-86

Frist 12 wks.	\$ 5.85	\$ 6.05	\$ 6.25
12 wks. - 1 yr.	5.90	6.10	6.30
Second year	6.00	6.20	6.50
Third year	6.20	6.40	6.60
Fourth year	6.40	6.60	6.80
Thereafter	6.70	6.90	7.10

Hired After 5-1-88 And Prior To 5-1-92

First year	\$ 5.85	\$ 6.05	\$ 6.25
Second year	6.00	6.20	6.40
Third year	6.20	6.40	6.60
Fourth year	6.40	6.60	6.80
Thereafter	6.70	6.90	7.10

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Full-Time Hostess

Hired Before 5-22-78

First 6 months	\$ 7.58	\$ 7.83	\$ 8.08
Second 6 months	7.63	7.88	8.13
Thereafter	7.69	7.94	8.19

Hired After 4-30-78

First 6 months	\$ 7.36	\$ 7.61	\$ 7.86
Second 6 months	7.41	7.66	7.91
Thereafter	7.51	7.76	8.01

Hired After 6-2-84

First 6 months	\$ 7.13	\$ 7.38	\$ 7.63
Second 6 months	7.18	7.43	7.73
Thereafter	7.28	7.53	7.83

Hired After 5-1-88

First 6 months	\$ 7.03	\$ 7.28	\$ 7.53
Second 6 months	7.08	7.33	7.58
Thereafter	7.18	7.43	7.68

APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Hired After 11-1-88 And Prior To 5-1-92

First 6 months	\$ 6.93	\$ 7.18	\$ 7.43
Second 6 months	6.98	7.23	7.48
2 yrs. - 4 yrs.	7.08	7.33	7.58
Thereafter	7.10	7.35	7.60

Part-Time Hostess

Hired Before 5-22-78

First 6 months	\$ 7.48	\$ 7.68	\$ 7.88
Second 6 months	7.53	7.73	7.93
Thereafter	7.59	7.79	7.99

Hired After 5-21-78

First 6 months	\$ 7.26	\$ 7.46	\$ 7.66
Second 6 months	7.31	7.51	7.71
Thereafter	7.41	7.61	7.81

Hired After 6-2-84

First 6 months	\$ 7.03	\$ 7.23	\$ 7.43
Second 6 months	7.08	7.28	7.48
Thereafter	7.18	7.38	7.58

Hired After 5-1-88

First 6 months	\$ 6.93	\$ 7.13	\$ 7.33
Second 6 months	6.98	7.18	7.38
Thereafter	7.08	7.28	7.48

Hired After 11-1-88 And Prior To 5-1-92

First 6 months	\$ 6.83	\$ 7.03	\$ 7.23
Second 6 months	6.88	7.08	7.28
Thereafter	6.98	7.18	7.38

Dishwasher

Hired Prior To 5-22-78

\$ 6.71	\$ 6.86	\$ 7.01
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Hired After 5-21-78

\$ 5.68	\$ 5.83	\$ 5.98
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Hired After 5-1-79

\$ 5.32	\$ 5.47	\$ 5.62
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APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Dishwasher

Hired After 5-1-80

\$ 5.25	\$ 5.30	\$ 5.45
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Hired After 5-17-81 And Prior To 5-1-92

\$ 5.25	\$ 5.25	\$ 5.40
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Waitress

Hired Prior To 5-22-78	\$ 6.34	\$ 6.49	\$ 6.64
Hired After 5-21-78	4.40	4.55	4.70
Hired After 5-1-79	4.14	4.29	4.44
Hired After 5-1-80	3.83	3.98	4.13
Hired After 6-19-81	3.66	3.81	3.96
Hired After 6-2-84	3.51	3.66	3.81
Hired After 5-1-85	3.48	3.63	3.78
Hired After 5-1-91:			
0 - 30 days	2.98	3.13	3.28
30 days to year	3.08	3.23	3.38
2nd year	3.18	3.33	3.48
Thereafter	3.48	3.63	3.78

Busboy

Hired Prior To 5-21-78	\$ 7.11	\$ 7.26	\$ 7.41
Hired After 5-21-78	6.08	6.23	6.38
Hired After 5-1-79	5.62	5.77	5.92
Hired After 5-1-80	5.35	5.50	5.65
Hired After 5-1-91:			
0 - 30 days	5.25	5.25	5.40
30 days to 1 year	5.25	5.25	5.40
2nd year	5.25	5.25	5.40
3rd year	5.25	5.25	5.40
Thereafter	5.35	5.50	5.65

Wage Schedule For Employees  
Hired On Or After 5-1-92  
And Prior To 5-1-95

Full-Time

1st year	\$ 5.25	\$ 5.25	\$ 5.50
2nd year	5.45	5.70	5.95
3rd year	5.75	6.00	6.25
Thereafter	6.75	7.00	7.25

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APPENDIX "D - 1" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Part-Time

0 - 30 days	\$ 5.25	\$ 5.25	\$ 5.45
30 days to 1 year	5.25	5.25	5.45
2nd year	5.25	5.35	5.55
3rd year	5.45	5.65	5.85
Thereafter	6.35	6.55	6.75

Customer Service,  
Dishwasher, Busboys

0 - 30 days	\$ 5.25	\$ 5.25	\$ 5.40
30 days to 1 year	5.25	5.25	5.40
2nd year	5.25	5.25	5.40
3rd year	5.25	5.25	5.40
Thereafter	5.35	5.50	5.65

Waitress

0 - 30 days	\$ 2.98	\$ 3.13	\$ 3.28
30 days to 1 year	3.08	3.23	3.38
2nd year	3.18	3.33	3.48
Thereafter	3.48	3.63	3.78

<u>Demo Employees</u>	\$ 5.25	\$ 5.25	\$ 5.40
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Wage Schedule For New Employees  
Hired On Or After 5-1-95

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Full-Time

First year	\$ 5.25	\$ 5.25	\$ 5.25
Second year	5.25	5.25	5.25
Third year	5.25	5.25	5.25
Thereafter	6.75	7.00	7.25

Part-Time

0 - 30 days	\$ 5.25	\$ 5.25	\$ 5.25
30 days - 1 yr.	5.25	5.25	5.25
Second year	5.25	5.25	5.25
Third year	5.25	5.25	5.25
Thereafter	6.35	6.55	6.75

APPENDIX "D - 1" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
<u>Customer Service</u>			
<u>Clerks, Dishwashers,</u>			
<u>Busboys</u>			
0 - 30 days	\$ 5.15	\$ 5.15	\$ 5.15
30 days - 1 yr.	5.25	5.25	5.25
Thereafter	5.25	5.25	5.40
<u>Waitress</u>			
0 - 30 days	\$ 2.68	\$ 2.68	\$ 2.68
30 days - 1 yr.	2.78	2.78	2.78
Second year	2.88	2.88	2.88
Thereafter	3.48	3.63	3.78

APPENDIX "B"  
Market Employees  
"D - 2"

"B" market employees are those working in former "B" contract coverage stores and all employees hired on or after September 28, 1997. All employees at the thereafter rate or above will receive the following lump sum bonus:

Effective 5-1-2000

Full-Time	\$600.00
Part-Time	\$300.00
Customer Service	\$300.00

Those employees currently red-circled above scale as a result of the U Save Merger Agreement shall continue to be paid above scale and further receive the across-the-board increases.

Meat Manager (Based on average weekly sales for Meat Department)

Prior To 5-22-78

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Average Weekly Sales  
To 5,550

First year	\$11.88	\$12.13	\$12.38
Second year	11.98	12.23	12.48
Third year	12.08	12.33	12.58
Thereafter	12.18	12.43	12.68

Average Weekly Sales  
From 5,551 To 11,100

First year	\$12.55	\$12.80	\$13.05
Second year	12.65	12.90	13.15
Third year	12.75	13.00	13.25
Thereafter	12.85	13.10	13.35

Average Weekly Sales  
From 11,101 To 16,750

First year	\$12.62	\$12.87	\$13.12
Second year	12.72	12.97	13.22
Third year	12.82	13.07	13.32
Thereafter	12.92	13.17	13.42

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APPENDIX "D - 2" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Average Weekly Sales  
From 16,751 And Up

First year	\$12.68	\$12.93	\$13.18
Second year	12.78	13.03	13.28
Third year	12.88	13.13	13.38
Thereafter	12.98	13.23	13.48

After 5-21-78

Average Weekly Sales  
To 7,750

First year	\$11.88	\$12.13	\$12.38
Second year	11.98	12.23	12.48
Third year	12.08	12.33	12.58
Thereafter	12.18	12.43	12.68

Average Weekly Sales  
From 7,751 To 15,500

First year	\$12.55	\$12.80	\$13.05
Second year	12.65	12.90	13.15
Third year	12.75	13.00	13.25
Thereafter	12.85	13.10	13.35

Average Weekly Sales  
From 15,501 To 23,250

First year	\$12.62	\$12.87	\$13.12
Second year	12.72	12.97	13.22
Third year	12.82	13.07	13.32
Thereafter	12.92	13.17	13.42

Average Weekly Sales  
From 23,251 And Up

First year	\$12.68	\$12.93	\$13.18
Second year	12.78	13.03	13.28
Third year	12.88	13.13	13.38
Thereafter	12.98	13.23	13.48

Assistant Meat Manager

	\$10.65	\$10.90	\$11.15
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Journeyman Full-Time

	\$10.50	\$10.75	\$11.00
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Journeyman Part-Time

	\$ 9.50	\$ 9.70	\$ 9.90
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APPENDIX "D - 2" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Meat Apprentice

First 6 months	\$ 7.35	\$ 7.60	\$ 7.85
Second 6 months	7.55	7.80	8.05
Third 6 months	7.75	8.00	8.25
Fourth 6 months	8.05	8.30	8.55
Thereafter		Journeyman Rate	

<u>Produce Manager</u>	\$12.00	\$12.25	\$12.50
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<u>Head Floorman</u>	\$10.25	\$10.50	\$10.75
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<u>Head Cashier</u>	\$ 9.25	\$ 9.50	\$ 9.75
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<u>Deli/Bakery Manager</u>	\$10.25	\$10.50	\$10.75
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Full-Time Clerk/Cashier

Hired Prior To 4-1-86

0 - 30 days	\$ 6.00	\$ 6.25	\$ 6.50
30 days - 6 months	6.40	6.65	6.90
6 months - 1 year	6.60	6.85	7.10
Second year	6.80	7.05	7.30
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Part-Time Clerk/Cashier

Hired Prior To 4-1-86

0 - 30 days	\$ 5.85	\$ 6.05	\$ 6.25
30 days - 6 months	5.95	6.15	6.35
6 months - 1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.50	6.70	6.90
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Full-Time Clerk/Cashier and Pharmacy Clerks

Hired After 4-1-86

0 - 30 days	\$ 5.95	\$ 6.20	\$ 6.45
30 days - 6 months	6.00	6.25	6.50
6 months - 1 year	6.20	6.45	6.70
Second year	6.45	6.70	6.95
Third year	6.65	6.90	7.15
Fourth year	6.90	7.15	7.40
Thereafter	7.10	7.35	7.60



APPENDIX "D - 2" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Part-Time Clerk/Cashier and Pharmacy Clerks

Hired After 4-1-86

First year	\$ 5.85	\$ 6.05	\$ 6.25
Second year	6.00	6.20	6.40
Third year	6.20	6.40	6.60
Fourth year	6.40	6.60	6.80
Thereafter	6.70	6.90	7.10

<u>Head Baker</u>	\$10.25	\$10.50	\$10.75
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<u>Baker</u>	\$ 9.25	\$ 9.50	\$ 9.75
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Full-Time Bakery, Deli,  
Fish & Bulk Food Clerk

Hired Prior To 4-1-86

0 - 30 days	\$ 5.95	\$ 6.20	\$ 6.45
30 days - 6 months	6.30	6.55	6.80
6 months - 1 year	6.50	6.75	7.00
Second year	6.70	6.95	7.20
Third year	6.90	7.15	7.40
Fourth year	7.00	7.25	7.50
Thereafter	7.10	7.35	7.60

Part-Time Bakery, Deli,  
Fish & Bulk Food Clerk

Hired Prior To 4-1-86

0 - 30 days	\$ 5.85	\$ 6.05	\$ 6.25
30 days - 6 months	5.95	6.15	6.35
6 months - 1 year	6.20	6.40	6.60
Second year	6.40	6.60	6.80
Third year	6.55	6.75	6.95
Fourth year	6.60	6.80	7.00
Thereafter	6.70	6.90	7.10

Full-Time Bakery, Deli,  
Fish & Bulk Food Clerk

Hired After 4-1-86

First 6 months	\$ 5.95	\$ 6.20	\$ 6.45
6 months - 1 year	6.10	6.35	6.60
Second year	6.30	6.55	6.80
Third year	6.50	6.75	7.00
Fourth year	6.80	7.05	7.30
Thereafter	7.10	7.35	7.60

APPENDIX "D - 2" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Part-Time Bakery, Deli,  
Fish & Bulk Food Clerk

Hired After 4-1-86

First year	\$ 5.85	\$ 6.05	\$ 6.25
Second year	6.00	6.20	6.40
Third year	6.20	6.40	6.60
Fourth year	6.40	6.60	6.80
Thereafter	6.70	6.90	7.10

Full-Time Floral Clerk

Hired Prior To 5-1-88

First 12 weeks	\$ 5.95	\$ 6.20	\$ 6.45
Balance first year	6.05	6.30	6.55
Second & third year	6.15	6.40	6.65
Thereafter	6.75	7.00	7.25

Hired After 5-1-88

First 12 weeks	\$ 5.95	\$ 6.20	\$ 6.45
Second & third year	6.05	6.30	6.55
Thereafter	6.75	7.00	7.25

Hired After 11-1-88 And Prior To 5-1-92

First 3 years	\$ 5.95	\$ 6.20	\$ 6.45
Thereafter	6.75	7.00	7.25

Part-Time Floral Clerk

Hired Prior To 5-1-88

First 12 weeks	\$ 5.85	\$ 6.05	\$ 6.25
Balance first year	5.95	6.15	6.35
Second & third year	6.05	6.25	6.45
Thereafter	6.35	6.55	6.75

Hired After 5-1-88

First year	\$ 5.85	\$ 6.05	\$ 6.25
Second & third year	5.95	6.15	6.35
Thereafter	6.35	6.55	6.75

Hired After 11-1-88 And Prior To 5-1-92

First 3 years	\$ 5.85	\$ 6.05	\$ 6.25
Thereafter	6.35	6.55	6.75

APPENDIX "D - 2" (Continued)

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Wage Schedule For Employees  
Hired On Or After 5-1-92 And Prior To 5-1-95

Full-Time

First year	\$ 5.25	\$ 5.25	\$ 5.50
Second year	5.45	5.70	5.95
Third year	5.75	6.00	6.25
Thereafter	6.75	7.00	7.25

Part-Time

0 - 30 days	\$ 5.25	\$ 5.25	\$ 5.25
30 days - 1 yr.	5.25	5.25	5.45
Second year	5.25	5.35	5.55
Third year	5.45	5.65	5.85
Thereafter	6.35	6.55	6.75

Customer Service,  
Dishwasher, Busboys

0 - 30 days	\$ 5.25	\$ 5.25	\$ 5.25
30 days - 1 yr.	5.25	5.25	5.25
Second year	5.25	5.25	5.25
Third year	5.25	5.25	5.25
Thereafter	5.35	5.50	5.65

Waitress

0 - 30 days	\$ 2.98	\$ 3.13	\$ 3.28
30 days - 1 yr.	3.08	3.23	3.38
Second year	3.18	3.33	3.48
Thereafter	3.48	3.63	3.78

<u>Demo Employees</u>	\$ 5.25	\$ 5.25	\$ 5.45
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Wage Schedule For New Employees  
Hired On Or After 5-1-95

EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Full-Time

First year	\$ 5.25	\$ 5.25	\$ 5.25
Second year	5.25	5.25	5.25
Third year	5.25	5.25	5.25
Thereafter	6.75	7.00	7.25

APPENDIX "D - 2" (Continued)

	EFFECTIVE 5-1-99 <u>Per Hour</u>	EFFECTIVE 5-1-2001 <u>Per Hour</u>	EFFECTIVE 5-1-2002 <u>Per Hour</u>
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Part-Time

0 - 30 days	\$ 5.15	\$ 5.15	\$ 5.15
30 days - 1 yr.	5.25	5.25	5.25
Second year	5.25	5.25	5.25
Third year	5.25	5.25	5.25
Thereafter	6.35	6.55	6.75

Customer Service

Clerks, Dishwashers,  
Busboys

0 - 30 days	\$ 5.15	\$ 5.15	\$ 5.15
30 days - 1 yr.	5.25	5.25	5.25
Thereafter	5.25	5.25	5.25

Waitress

0 - 30 days	\$ 2.68	\$ 2.68	\$ 2.68
30 days - 1 yr.	2.78	2.78	2.78
Second year	2.88	2.88	2.88
Thereafter	3.48	3.63	3.78

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Canonsburg, PA 15317  
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1-800-LOCAL 23 (1-800-562-2523)

**DUBOIS OFFICE**  
38 West Scribner Avenue  
DuBois, PA 15801

**CREDIT UNION, LOCAL 23**  
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Canonsburg, PA 15317  
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1-800-441-7446

**LOCAL 23 LEGAL BENEFITS FUND  
(FOR ELIGIBLE MEMBERS)**  
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Suite 100  
Canonsburg, PA 15317  
Telephone: (724) 514-1001

Inside Pennsylvania  
1-800-982-4078

Outside Pennsylvania  
1-800-468-0365

**LEGAL BENEFITS FUND  
(FOR ELIGIBLE MEMBERS)**  
DUBOIS OFFICE  
38 West Scribner Avenue  
DuBois, PA 15801  
Telephone: (814) 375-2259