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Title: **Akron-Canton Food Industry Committee (Clerks) and United Food and Commercial Workers International Union (UFCW), AFL-CIO-CLC, Local 880 (2002)**

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Location: **Ohio**

Union: **United Food and Commercial Workers International Union (UFCW) , AFL-CIO-CLC**

Local: **880**

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K HE 6897

2600 hrs

## **AGREEMENT BETWEEN**

**Akron-Canton Food Industry  
Committee (Clerks)**

and

**United Food & Commercial  
Workers Union  
Local No. 880**

**880 UFCW**

11/22/04

570P

*Effective*  
September 9, 2002

*Expiration*  
September 11, 2005

**James B. Jerele**  
President

**Thomas H. Robertson**  
Secretary-Treasurer

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## AGREEMENT

This Agreement made this 9th day of September, 2002, by and between AKRON/CANTON FOOD INDUSTRY COMMITTEE, on behalf of its members, hereinafter referred to, separately and collectively, as the "Employer" and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL No. 880, chartered by United Food and Commercial Workers International Union, AFL-CIO-CLC, hereinafter referred to as the "Union."

### ARTICLE I Recognition and Union Security

**Section 1.** The Employer recognizes the Union as the sole bargaining agent for all food store employees in its retail outlets located in the Ohio counties of Ashland, Carroll, Columbiana, Harrison, Holmes, Jefferson, Medina, Portage, Stark, Summit, Tuscarawas, and Wayne, but excluding meat department employees in all stores, managers, and other supervisors as defined in the National Labor Relations Act, as amended.

**Section 2.** It is agreed that the Employer can continue the practice of employing Co-Managers to work in the stores, and such Co-Managers shall not be in the bargaining unit. It is also agreed that there shall be no more than one (1) Co-Manager per store unless a store averages sales in excess of \$400,000.00 per week, in which case there may be no more than two (2) Co-Managers per store. The Union must agree to additional Co-Managers on an individual per store basis, but such permission shall not be unreasonably withheld. The Employer may also employ, outside of the bargaining units, one (1) Front-End Manager, one (1) Human Resources Manager, and one (1) supervisory employee to supervise non-food employees in a store. Co-Managers, Front-end Managers, Human Resources Managers, and non-food supervisory employees shall not be regularly scheduled to perform bargaining unit work and shall not be used to perform bargaining unit work in the event of a strike by the Union during the term of this Agreement.

**Section 3.** It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the execution date of this Agreement shall remain members, 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 the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall on the thirty-first (31st) day following the beginning of such employment become and remain members in the Union.

**Section 4.** The Employer shall for the term of this Agreement deduct initiation fees, Union dues, and any other deductions that are uniformly applied, from each pay period of employ-

ees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. The Employer shall remit all deductions promptly to the Union.

**Section 5.** This Agreement shall be binding upon the successors and assigns of the parties hereto, in the event of bona fide sale or transfer of any store covered by this Agreement during the term hereof, the Employer shall give advance notice to the new owner or such transferee of the obligation of this Agreement and shall as a condition of such sale or transfer, require the new owner to become a party hereto. The former owner shall be responsible for any and all monetary benefits that employees have accumulated under this Agreement to the date of sale or transfer. Seniority of employees shall not be broken by such sale or transfer.

**Section 6.** An Employer may establish specialty shops operated by other employers on a store-by-store basis only with the consent of the Union, with the understanding that none of the employees covered by this Agreement will be adversely affected in any way by such changes.

## **ARTICLE II** **Management Rights**

In addition to the management rights specified elsewhere in the Agreement, the management of the business and the direction of the work force, including, but not limited to the right to plan, direct, and control store operations; to establish merchandising and pricing policies; to hire, suspend, or discharge for just cause; to assign and allocate work; to transfer employees because of lack of work or for other legitimate reasons; to study or introduce new or improved methods or facilities; to establish and maintain reasonable rules and regulations covering the operation of the store; and to carry out the ordinary and customary functions of management are vested exclusively in the Employer, except to the extent modified by this Agreement, and provided further, that the Employer shall not exercise such rights in an arbitrary or capricious manner.

## **ARTICLE III** **Hours**

**Section 1(a).** The basic workweek for full-time employees hired before September 11, 1984, shall consist of forty (40) hours in any five (5) days, Monday through Saturday. Provided, that in a holiday week, the basic workweek for such full-time employees shall consist of thirty-two (32) hours in any four (4) days, excluding the holiday, Monday through Saturday. Provided further, that although part-time employees hired before September 11, 1984, have no regular workweek, as such, they shall not regularly work on more than five (5) days in an ordinary workweek and four (4) days in a holiday workweek, Monday through Saturday, unless otherwise agreed to between the Employer and the Union.

**Section 1(b).** The basic workweek for full-time employees hired on or after September 11, 1984, shall consist of forty (40) hours in any five (5) days, Monday through Sunday. Provided, that in a holiday week, the basic workweek for such full-time employees shall consist of thirty-two (32) hours in any four (4) days, Monday through Sunday. Provided further, that although part-time employees hired on or after September 11, 1984, have no regular workweek, as such, they shall not regularly work on more than five (5) days in an ordinary workweek and four (4) days in a holiday workweek, Monday through Sunday, unless otherwise agreed to between the Employer and the Union.

**Section 1(c).** During weeks other than holiday weeks, an optional workweek of four (4) ten (10) hour days may be utilized with the following terms:

1. This optional workweek must be mutually agreeable between the Employer and the employee;
2. Employees working this optional workweek shall be scheduled at least forty (40) hours per week;
3. The optional workweek shall be offered in order of seniority within classification among employees who have the ability to perform the work;
4. The optional workweek shall be scheduled in accordance with the Sunday work and basic workweek Sections contained in Article III of this Agreement;
5. Sunday work shall be paid at the appropriate Sunday rate;
6. All work over ten (10) hours per day shall be paid for at the rate of time and one-half (1½) the straight-time rate of pay;
7. Employees working ten (10) hour shifts shall receive a fifteen (15) minute rest period during the first half of the shift, and a twenty (20) minute rest period during the second half of the shift;
8. There shall be no night hours restriction among those employees electing this option.

**Section 1(d).** 1. A full-time or part-time employee may volunteer to be scheduled for up to ten (10) hours per day on any Sunday or Saturday at straight-time rates, plus any appropriate Sunday or holiday premium pay except time and one-half. Employees who are entitled to time and one-half for work on Sundays or holidays who choose to work these shifts shall receive a fifty cents (\$.50) per hour premium for work on Sundays and a one dollar (\$1.00) per hour premium for work on holidays. If an Employer and an employee mutually agree upon the entire weekly schedule for that employee, the ten (10) hour Sunday and/or Saturday shift(s) may be scheduled. If more than one employee wishes to work such ten (10) hour shifts on the same day and an Employer cannot schedule all of them for such shifts, the employee(s) with the greatest seniority will be scheduled for such shift(s). Employees scheduled to work nine (9) or more hours in a day

shall receive a fifteen (15) minute rest period during the first half of the shift, and a twenty (20) minute rest period during the second half of the shift.

2. For stores in which Sundays are rotated among volunteers as provided in Section 4(a) of this Article, scheduling of employees on Sundays for shifts in excess of eight (8) hours under this Section shall not be used to reduce the hours worked on Sundays by employees who elect to be included in the Sunday rotation under Section 4(a).

**Section 2.** Time and one-half (1½) shall be paid for work in excess of forty (40) hours in any regular workweek or eight (8) hours in any one (1) day, or for any work performed by an employee regularly scheduled for forty (40) hours per week when called in on a scheduled day off.

**Section 3.** Employees hired before September 11, 1984, shall be paid time and one-half (1½ times regular rate of pay) for work performed on Sundays and the legal holidays listed in this Agreement, except in cases of emergency to protect the property of the Employer, and with mutual consent of the Union, which work will be at straight-time (or time and one-half (1½) if in excess of the basic workweek). Employees hired on or after September 11, 1984, shall be paid at their straight-time rate of pay for hours worked on Sundays and holidays. In addition, all employees hired on or after September 11, 1984, except Student Employees and Utility Clerks, shall receive a premium of fifty cents (\$.50) per hour for hours worked on Sundays and a premium of one dollar (\$1.00) per hour for hours worked on holidays. Student Employees and Utility Clerks shall receive a premium of fifty cents (\$.50) per hour for work performed on the legal holidays listed in Article VIII, Section 1. Employees working on legal holidays listed in this Agreement shall receive holiday pay in addition to the pay provided for above for hours worked.

**Section 4(a).** The following terms (in this Section) shall apply only to employees hired before September 11, 1984, and those employees hired on or after that date who work in stores that were open on Sundays and holidays prior to September 11, 1984:

1. Work performed on Sunday or on a legal holiday listed in this Agreement shall not be computed as part of an employee's basic workweek.
2. Sunday and holiday work shall be rotated among all such qualified employees. An employee may elect not to take his or her turn in rotation, but in such event shall not be eligible for Sunday and holiday work until it is again his or her turn in the rotation.

If the Employer cannot staff the store by rotation, the Employer may require qualified employees to work in an inverse order of seniority.

In scheduling Sunday and holiday work, the more se-

nior employees will not be scheduled for less hours than the less senior employees.

3. When an employee who is scheduled for Sunday or holiday work calls off, the work shall be offered to the employees on the basis of seniority and shall not be counted as a turn in rotation.

**Section 4(b).** Nothing in this Section shall be interpreted to exclude the counting of Sunday hours for any of the following purposes:

1. The maximum hours to be worked by Utility Clerks;
2. The hours counted for determining health and welfare contributions;
3. The hours counted for pension contribution purposes;
4. Hours accumulated for establishing rates of pay; and
5. Hours counted for vacation pay.

**Section 5.** For employees hired on or after September 11, 1984, working in stores which were not open on Sundays and holidays prior to September 11, 1984, work performed on Sundays or on a legal holiday listed in this Agreement shall be computed as part of an employee's basic workweek. Hours worked on Sundays and holidays by such employees in such stores cannot be claimed by employees hired prior to September 11, 1984 (or by any employee who would receive time and one-half [1½] for such work.)

**Section 6.** When the Employer finds it necessary to assign overtime at premium pay hours, they shall be offered in order of seniority to available on-the-job employees within the classification who are qualified to perform such work.

**Section 7.** When it is necessary to call in employees they shall be called in accordance with their seniority and ability to perform the work.

**Section 8.** In no event shall more than one (1) overtime payment be made for any period of time. A premium payment and an overtime payment shall not be paid for the same period, but the greater of either the premium payment or overtime payment shall be paid. Overtime payments shall always be computed on the regular rate of pay. The provisions of this paragraph shall prevail over the terms and/or construction of any other part of this Agreement.

**Section 9.** Employees shall receive a fifteen (15) minute paid rest period for each half (½) day worked, not to exceed two (2) rest periods per day. Employees working six (6) hours or less in one (1) day shall be entitled to one (1) fifteen (15) minute rest period. Insofar as practicable, the first employees within each classification to report for work will be the first to receive rest periods and, to the extent reasonably permitted by operational requirements, employees will work at least one (1) hour and fifteen (15) minutes before being scheduled for a rest period. An employee shall not exceed

fifteen (15) minutes allowed for the rest period and shall return to his or her duties within the time allowed.

**Section 10.** A lunch period, without pay, shall be scheduled by the Employer as near as possible to the middle of the shift for any employee who works in excess of six (6) hours. Those employees working six (6) hours or less shall not be required to take a lunch period. Lunch periods shall be of one (1) hour duration. However, by mutual agreement between the Employer and employee, it may be of shorter duration or eliminated.

**Section 11.** Except in emergency situations, all employees will be given at least ten (10) hours off between work shifts. An "emergency situation," as used in this Section, is a very serious and unusual kind of operating problem which creates a serious need for manpower.

If, as a result of a scheduling error, an employee is involuntarily scheduled with less than ten (10) hours off between shifts, the employee may have the schedule adjusted to provide for such time off with no loss of hours.

**Section 12(a).** All required meetings including meetings for training shall be paid for as time worked.

**Section 12(b).** When the employee is required to travel from one (1) store to another or to attend a meeting in a different location other than his/her store during his/her basic work-day, the time spent traveling shall be considered as time worked.

**Section 13.** There shall be no split shift and all time worked in any one (1) day shall run continuously from an employee's starting time to an employee's quitting time, except for lunch and rest periods as provided for in the Agreement.

**Section 14(a).** Employees shall be scheduled a minimum of fourteen (14) hours per week to be worked in no more than five (5) days, except those part-time employees working only one (1) day per week on emergency "call-in," when additional hours are not available, who shall be scheduled a minimum of five (5) hours. Time and one-half (1½) shall be paid to employees required to work a sixth (6th) day in their appropriate basic workweek if such work is involuntary and required by management.

**Section 14(b).** Employees shall be guaranteed four (4) hours work or pay in lieu of work if ordered to report for work and they are available, provided that for employees who are minors, the guarantee shall be limited to three (3) hours.

**Section 15.** Each store will post a work schedule, in ink, by 1:30 P.M. each Friday for the following week with all employees (including anyone on layoff) listed according to seniority showing starting times, quitting times, and the total number of hours scheduled for the week. Each employee must make known any errors in the schedule by noon on Saturday. Employees not working on Friday or Saturday may call during hours the store is open for business to get their

schedule. The work schedule will not be changed after posting, except in cases beyond the control of the Employer, such as strikes by other unions, Acts of God, or absenteeism. Upon request, the Union Representative will be furnished a copy of the schedule, and all old schedules shall be maintained in the store for a period of two (2) months.

**Section 16.** Based upon their seniority and ability to perform the work, employees normally scheduled for the basic work-week of forty (40) hours shall be afforded an opportunity to work three (3) eight (8) hour day shifts per week if such shifts are available. Day shifts are defined as any shifts commencing no earlier than 6:00 A.M. and ending no later than 6:00 P.M. The assignment of such shifts shall be by the Employer. This Section does not apply to night stockers or night maintenance employees.

**Section 17.** Days off for employees regularly scheduled five (5) days per week shall be scheduled by the Employer and will not be changed from week to week unless necessitated by sickness, vacations, holidays, or emergencies beyond the control of the Employer.

**Section 18(a).** It is agreed that the Employer will be permitted to employ such part-time employees as the Employer may require for the efficient operation of the store, however, part-time employees shall be scheduled for available hours up to and including eight (8) hours per day or forty (40) hours per week, in accordance with seniority and ability, within each individual store. Employees may claim any or all portions of a less senior employee's schedule up to eight (8) hours in a day or forty (40) hours in a week, exclusive of time and one-half (1½) hours. Available hours must be claimed to the store manager by noon on Saturday following posting of the work schedule or the employee forfeits the right to such hours. The scheduling and claiming of available hours will supersede the minimum guarantee clauses contained in Article III, Section 14. To the extent practicable, there shall be a lapse of two (2) hours between the quitting time of one (1) part-time employee and the starting time of another part-time employee who is engaged in the same type of work, unless the first part-time employee is not available for further work. The scheduling or claiming of available hours may not cause an employee to work a split shift.

**Section 18(b).** The hours of second Head Checker shall be protected from available hours claims to the maximum of sixteen (16) hours work in the office and sixteen (16) hours on the register. All other hours in excess of thirty-two (32) shall be on the basis of seniority in accordance with Paragraph (a) above. Provided, that there shall be no more than three (3) second Head Checkers per store whose hours are entitled to the protection provided in this Section.

**Section 18(c).** Employees who have prior commitments and are unable to work any and all assigned schedules shall put such commitment into writing for both the Employer and the Union, and such information shall, upon request, be made

available to the Union. Employees who are available to work only certain hours due to other commitments shall not cause a reduction in hours for other employees when such commitments no longer interfere with their availability; they will have the right to additional hours, in accordance with seniority, when such additional hours are available.

**Section 18(d). Learn and Earn Program** — Employees who wish to attend an institution of higher learning or a trade school and are unable to work any and all assigned schedules shall put such commitment into writing for both the Employer and the Union, and such information shall, upon request, be made available to the Union. Employees who are available to work only certain hours due to other commitments shall not cause a reduction in hours for other employees when such commitments no longer interfere with their availability; they will have the right to additional hours, in accordance with seniority, when such additional hours are available.

The Employer shall approve or disapprove such schedule restrictions based on the needs of the operation, provided that the requests will not be unreasonably withheld.

The parties agree that the granting or denial of educational schedule restrictions will be on a case-by-case basis and shall not set a precedent in the determination of requests by other employees.

**Section 19(a).** The Employer shall furnish time clocks in all stores covered by this Agreement. Each employee will punch his or her own time card and shall follow all rules established by the Employer with respect to time cards and time clocks. Employees shall be disciplined by the Employer for failure to follow such rules.

**Section 19(b).** Where computerized time recording is introduced, it shall be permitted as an exception to the time card provisions, provided that the Store Manager (or acting manager) shall upon request promptly provide the store's Union Representative or Steward with a hard copy of information that is comparable to that which could have been obtained from the time cards.

**Section 19(c).** The Employer agrees that there shall be no "free" or "time-off-the-clock" work under this Agreement.

**Section 20.** When an employee loses time from his or her schedule in any week due to an emergency caused by a civil or natural disturbance, any arrangement which may be worked out between the Union and 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 arrangement, he or she may accept such work or reject it and lose the time.

**Section 21.** Any employee who must to appear in court for

the Employer for any reason shall be paid for such time. If the court appearance is on the regular day off of an employee who regularly works five (5) days per week the employee shall be paid at the rate of time and one-half (1½).

## ARTICLE IV Working Conditions

**Section 1.** Head Cashiers and all other Cashiers shall do all book work on Company premises.

**Section 2.** No employee shall be required to work in two (2) stores in the same day, except in case of permanent transfer, emergency, or mutual consent between the Employer and employee.

**Section 3(a).** All employees normally scheduled for thirty-two (32) hours or more per week shall be given one (1) week's notice or one (1) week's pay in lieu of notice in the event of a layoff.

**Section 3(b).** The Employer shall give employees of a store to be closed a two (2) week notice of a store closing, and the Union shall receive such notification in advance of the employees, except in the event of an emergency closing or where the Employer lacked knowledge in sufficient time to give such notice.

**Section 4.** The Employer shall continue its past practice on providing employees with work apparel and will provide rain gear for employees who perform carry-out service.

**Section 5.** The Employer may require employees to initial Employer policy and rules to verify that those policies and rules have been read and that the employees are familiar with their contents. Employer policies and rules which employees are required to initial shall be posted in each store and furnished to the Union upon request.

**Section 6(a).** The Union shall furnish the Employer orientation kits to be distributed to newly hired and rehired employees. All completed forms filled out by new or rehired employees will be forwarded by the Employer to the Union Office immediately upon hire. Such forms are self-addressed, and postage paid by the Union.

**Section 6(b).** The Employer shall submit to the Union a list of employee terminations, leaves of absence, and permanent transfers with each monthly dues report.

**Section 6(c).** In January and July of every year, each Employer shall supply the Union with store seniority lists of all employees by classification. In addition, upon request by the Union (not more than semi-annually), a company-wide seniority list is to be provided which shall include name, date of hire, store, and classification.

**Section 7.** Union Representatives shall be allowed to enter

stores to conduct Union business when the store is open for business or when outside salesmen are in the store.

**Section 8(a).** The Employer recognizes the right of the Union to select a Steward at each store to represent the employees on grievances concerning the interpretation or application of this Agreement. Union Stewards shall be allowed a reasonable amount of time to perform this function during their regular working hours.

**Section 8(b).** The Union Steward shall be considered to have the longest seniority for purposes of layoff or in the reduction of scheduled hours.

**Section 8(c).** Providing there is no disruption of the Employer's operation of the business, Union Stewards shall be scheduled for the night off to attend Stewards meetings and the regular area meeting.

**Section 8(d).** Union Stewards who work the day shift shall have the right to be scheduled the first available shift within their classification within their store.

**Section 8(e).** No Union Steward shall be transferred unless such transfer is agreed to by the Steward or the Union.

**Section 8(f).** In stores with more than seventy-five (75) employees in the bargaining unit, the Union may appoint one (1) Assistant Steward to act as Steward when the Union Steward is not working. Such assistant shall not be subject to Paragraphs (b), (d), and (e) of this Section.

**Section 8(g).** The Employer will pay annually up to one (1) day's pay for one (1) Union Steward per store to attend the Local Union's Annual Union Steward Seminar(s).

**Section 9.** All stores shall provide bulletin board space for Official Union notices signed and approved by an Officer or Union Representative of the Union.

**Section 10.** The Union and the Employer agree that in the hiring or employment of employees there shall be no discrimination against an employee or against any applicant for employment because of race, sex, creed, national origin, age, or disability. It is also agreed that there shall be no discrimination against any employee who exercises his or her right to aid and assist the Union or make claims under this Agreement.

**Section 11(a).** No employee shall be disciplined or discharged without just cause.

**Section 11(b).** An employee shall have the right to have his or her Union Steward or Union Representative present during any disciplinary meeting, provided they are available.

**Section 12.** An employee may agree but shall not be required to take a lie detector test or to be the subject of the psychological stress evaluator or similar device whatsoever.

**Section 13.** All reprimands will be automatically removed from an employee's personnel records when they become two (2) years old.

**Section 14(a).** Outside salesmen and deliverymen are not to stock shelves or handle stock after it is delivered into the store. This does not include bakery products (including cakes, crackers, and cookies), candy products, housewares, soft drinks, magazines, spices, hosiery, greeting cards, drug products and bulk non-traditional brand gourmet specialty whole coffee beans that are exclusively displayed in bins for customer purchase by the weight. It is understood that this paragraph shall not apply in new or remodeled stores during the first two (2) weeks prior to opening or the first two (2) weeks after the opening. It is further understood that the rotation of merchandise, taking inventory, or ordering shall not be considered stocking, and that the Employer may use outside contractors to clean the store sales floor, restrooms, and break areas.

**Section 14(b).** In the event of a proven violation of the above Section, the Employer will pay to the senior employee not working forty (40) hours that week in the store concerned, the amount of time spent in such proven violation at the employee's regular straight-time rate of pay. If this would result in the employee receiving more than forty (40) hours' pay, then the hours in excess of forty (40) will be paid to the next senior employee not working forty (40) hours that week in the same store.

**Section 14(c).** Merchandise resets may be performed by outside salesmen, but merchandise not previously stocked may not be added by outside salesmen. During major resets by outside salesmen, the Union Steward shall be present and if the Steward is not available, the senior Checker-Clerk on duty shall be present.

**Section 15. Technological Change(s)** — In the event the Employer introduces major technological changes, which would have a direct material impact affecting bargaining unit work, three (3) weeks advance notice of such change will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such change(s) before putting such change(s) into effect. In any discussion that is forthcoming as a result of technological change(s), both parties are agreed that they will make every effort to arrive at a mutually agreeable decision with regard to those full-time employees of the bargaining unit and on the payroll as of the day of October 25, 1999, who may become displaced as a direct result of the technological change(s).

**Section 16(a).** In the event that an employee who has worked as a full-time or regular employee for a period of two (2) years or more should suffer an industrial accident and is attended by a physician and cannot return to work within one (1) week, they shall receive their first (1st) week's pay only, less any Industrial Commission payment allowed during the first (1st) week.

**Section 16(b).** If an employee is injured on the job and requires medical attention and is ordered not to return to work by the attending physician, the employee shall be paid for his or her scheduled hours that day.

**Section 17.** When the Employer needs additional employees, they shall give the Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union.

**Section 18.** The Union agrees to furnish to the Employer at least one (1) Union Store Card for each of the Employer's stores covered by the Agreement, to be displayed on the premises in a conspicuous place. Such cards shall remain the property of and shall be surrendered to the Union upon demand.

**Section 19.** Any employee in a business which is in direct competition with the Employer is subject to immediate discharge.

**Section 20.** The Employer shall for the term of this Agreement deduct an annual voluntary contribution to the Union's Active Ballot Club from the first (1st) pay in the month of September for those employees who have voluntarily and individually authorized such deductions by executing and submitting a written authorization (i.e., check-off form) therefor and all funds so deducted shall be remitted to the Union's Active Ballot Club before the end of September, provided that, where practicable, the Employer will work with the Union to deduct voluntary contributions to the Union's Active Ballot Club from each pay (with proper employee authorization), and all funds so deducted shall be remitted to the Union's Active Ballot Club at the end of each month.

**Section 21.** Night stockers are defined as those employees engaged in stocking the store after the store closes for business and/or before 6:00 A.M. or who perform night stocking functions even though the store may not close for business.

## ARTICLE V Seniority

**Section 1.** Any person newly employed shall be so employed on a sixty (60) day trial basis during which time he or she may be discharged without recourse.

**Section 2.** Employee seniority will date from the last time the employee started work in the bargaining unit.

**Section 3.** In layoffs, rehiring, and permanent transfers of employees, the principle of seniority shall apply. Seniority shall be determined by length of service with regard to experience and ability to perform the available work. All the circumstances being reasonably equal, length of service shall be the controlling factor. In promotions and transfers from one (1) type of work to another, or from one (1) store to another, the Employer shall have the right to exercise his or her final judgment after giving due regard to seniority.

**Section 4.** In the event of layoffs, an employee shall have one (1) option to accept a recall to any store having an opening or await a recall to the store where the layoff occurred. In the event the employee decides to wait for a recall to the store where the layoff occurred, the employee shall have no further options, and if no recall is received within one (1) year of layoff, his or her seniority shall be broken as provided in Section 8.

**Section 5(a).** An employee who normally works thirty-four (34) hours or more per week who suffers a substantial reduction in his or her normal weekly schedule for an extended period of time shall have the right to transfer to another store to displace the least senior employee who is working thirty-four (34) hours or more per week.

**Section 5(b).** For purposes of this Section, the following definitions shall apply:

1. An employee's normal weekly schedule shall be the hours scheduled during the previous eight (8) weeks, but excluding additional hours that resulted from vacations, illnesses, holidays, new store openings, and similar circumstances that would temporarily inflate an employee's schedule.
2. Substantial reductions are reductions of ten (10) hours or more of a normal weekly schedule.
3. An extended period shall be any period of six (6) weeks or more.

**Section 5(c).** No right to transfer may arise under this Section until the affected employee submits to the Employer a written request for such transfer and in order to transfer, the employee must be qualified to perform the work within the job classification of the job requested.

**Section 5(d).** If a mistake is made in the implementation of this Section, the Employer shall not be liable for any back pay if the mistake is corrected within two (2) days after receiving notification from the Union of the mistake.

**Section 6.** Employees may be transferred for the business needs of the Employer, but the Employer shall make no transfers that are discriminatory, punitive, or arbitrary. When an employee is transferred to a different store, the Employer shall be required to make an effort to assign the employee to a store that is close to his or her home.

**Section 7.** In cases of temporary transfers for the benefit of the Employer which involve additional transportation costs, the employee shall be reimbursed for the additional expense at the rate of thirty-one cents (\$.31) per mile.

**Section 8.** An employee's seniority shall be broken if the employee is discharged for just cause by the Employer, if he or she voluntarily quits, if he or she is laid off continuously for a period of more than one (1) year, or if he or she is called back to work after a layoff and does not report for work within one (1) week.

**Section 9.** Any employee assigned to a job within the Company not under any Union jurisdiction shall maintain his or her seniority within the bargaining unit for a maximum probationary period up to one (1) year from the date of assignment. During the probationary period, the employee shall maintain membership in the Union. The Company will continue contributions into United Food & Commercial Workers Union-Employer Health and Welfare Fund and to the UFCW Union-Employer Pension Fund during this period. Within this period, the Company or the employee may request return to the employee's former classification. The Company will notify the Union when the probationary period ends, but may terminate it at any time during the year. The one (1) year period can be extended by mutual agreement between the Employer and the Union.

**Section 10.** In the event that two (2) or more employees are hired the same day, seniority shall be determined by using the last four (4) digits of the individual's social security number with the lowest number being considered the most senior.

**Section 11.** When a store closure causes a Department Head to be displaced, one of the following procedures shall be followed:

1. The displaced Department Head will "bump" the least senior Department Head within the same department head classification within the appropriate geographic area, as determined by the Company and the Union; or
2. The displaced Department Head will "bump" the least senior Department Head within the same department head classification on a company-wide basis; or
3. The displaced Department Head shall wait for a new opening in an appropriate store, as determined by the Company and the Union, and shall retain full department head classification seniority to his or her department head job.

**Section 12.** In the event of a store closure, regular part-time employees working in that store may exercise their seniority to replace the least senior part-time employee in their classification in another store within the appropriate geographic area, as determined by mutual agreement between the Company and the Union.

**Section 13(a).** An employee may be transferred between the Cleveland Food Industry Committee and Akron-Canton Food Industry Committee Grocery collective bargaining units of the same Employer with the mutual agreement of the Employer, the Union and the employee. Such an employee shall acquire a seniority date beginning with his or her first (1st) day of work in the unit to which transferred. To the extent that the transferred employee's new seniority date permits him or her to be regularly employed for a period of three (3) calendar months, his or her seniority shall be changed to include

seniority in the unit transferred from. Such an employee shall maintain seniority in the bargaining unit transferred from until the transfer becomes permanent at the end of three (3) calendar months.

**Section 13(b).** The Employer and Union shall meet and decide which health and welfare, pension and legal fund the transferred employee shall be covered by, consistent with the best interests of the employee, and the practical concerns of the Union, Employer and the Funds.

**Section 14.** In the event of a long-term layoff of employees in a particular classification, the Employer will work with the Union in an effort to reach an agreement to provide laid-off employees the opportunity to fill vacant positions for which they are qualified.

## ARTICLE VI Vacations

**Section 1.** Employees shall be entitled to vacations with pay based on the following schedule of continuous service:

FULL YEARS OF CONTINUOUS SERVICE	WEEKS OF VACATION
1	1
3	2
7	3
12	4
17	5
23	6

**Section 2(a).** An employee becomes eligible for vacation pay on his or her anniversary date, but after an employee completes one (1) full year of service, the employee may thereafter take his or her vacation with pay after January 1 of each year, so long as he or she actually performs some work after January 2 before taking vacation. Provided, that if an employee is terminated prior to taking his or her vacation, the employee shall receive his or her vacation pay only if he or she has passed his or her anniversary date. Provided further, that if an employee is terminated due to the closing of a store, the employee shall also receive vacation pay prorated from his or her anniversary date to the date of termination.

**Section 2(b).** In the event an employee dies, any or all vacation which he/she has earned shall be compensated to his/her estate.

**Section 2(c).** Any employee shall forfeit his or her right to any unused vacation pay if discharged for just cause.

**Section 3.** If a holiday falls within the scheduled vacation period of an employee, he or she shall receive an additional day off with pay.

**Section 4.** The Employer shall pay vacation pay in advance of the vacation.

**Section 5(a).** Employees who average thirty-seven (37) or more hours per week during a vacation year shall be paid forty (40) hours for each week of vacation. Leaving work due to slow business conditions before the end of a shift by mutual agreement between the Manager and employee shall not reduce vacation entitlement.

**Section 5(b).** Vacation pay for employees who average less than thirty-seven (37) hours per week during a vacation year shall be calculated by multiplying the hourly rate of an employee at the time they take their vacation by the average hours per week they were paid in the vacation year. The vacation year is defined as being the twelve (12) month period between the anniversaries of the employee's hiring date (for first year employees), or the calendar year, whichever is applicable. The average hours per week paid during a vacation year shall be determined by dividing the number of hours paid during the vacation year by fifty-two (52).

**Section 5(c).** When a full-time employee's vacation pay is reduced due to long-term illness in the preceding calendar year, the amount of vacation time to be taken off from work during the following calendar year will be reduced to the nearest number of whole vacation weeks which his or her pay represents. By mutual agreement between the employee and the Employer, or where needed due to medical conditions, the vacation time will not be reduced. This subsection applies only to the time taken off from work, and shall have no affect upon the amount of vacation pay to be received. Partial weeks of vacation pay remaining will also be paid in advance of the vacation.

**Section 5(d).** In the calculation of vacation pay, the first three (3) months of work missed due to an injury which occurs while an employee is at work shall be credited as time worked at the number of hours per week the employee averaged in the three (3) months preceding the date of the injury.

**Section 6.** The Employer shall reasonably determine the vacation periods available and the number of employees who can be on vacation at any one time. The Employer shall establish a reasonable procedure for employees to select vacation periods by seniority and the vacation schedule must be posted by March 1 of each year. Once a vacation schedule is posted, it will not be changed without the mutual consent of the Employer and the employee. Vacations must be scheduled in the calendar year, except that, where necessary, vacations which fall due in the twelfth (12th) or thirteenth (13th) periods may be carried over to the first (1st) period of the next year; no employee may be required to take pay in lieu of vacation, but may do so by mutual agreement between the Employer and the employee. If an employee qualifies for a one (1) week's vacation as of January 1 and is due to complete the service necessary for an additional week of vacation later in the year, he or she may take the first week early or wait and take both weeks together.

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**Section 7.** Employees entitled to three (3) or more weeks of vacation per year may elect, by mutual agreement, to take one or more days at a time for one of the weeks. Notice must be given by Tuesday noon of the week preceding the day or days requested. Split vacations cannot be taken within ten (10) consecutive calendar days preceding a legal holiday, or five (5) consecutive calendar days following a legal holiday. It is understood that the Employer may refuse such requests for any operational reasons and may impose a limit of one (1) employee per week per classification for each store by date of request and seniority (when the requests are submitted at the same time). Any leftover days of split vacations not taken by November 1st will be scheduled at the discretion of the Employer prior to March 1st of the following year.

**Section 8.** Employees on National Guard or Military Reserve Duty shall not be required to take vacation at that time.

**Section 9.** In the event an employee has his or her vacation preapproved at least two (2) weeks in advance of his or her vacation and the employee's vacation check is not made available in advance of the vacation, a cash advancement, which approximates the net amount owed, shall be given to the employee at the store, provided the employee signs a payroll deduction authorization acknowledging receipt of the payment. The Employer shall recoup the advancement from the employee's vacation check or subsequent payroll checks, as needed.

## ARTICLE VII Leaves Of Absence

**Section 1(a).** In the event of the death of a regular full-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or any other relative residing with the employee, the employee shall be allowed a maximum of three (3) days' leave with pay, ending with the date of the funeral, and the employee shall receive funeral pay for any of such days which the employee was regularly scheduled to work. However, if the funeral is two hundred (200) miles or more from the employee's home, an additional day of leave with pay shall be allowed. Furthermore, if a recognized holiday falls during the period of an employee's funeral leave, an additional day of leave with pay shall be allowed. In addition, in the event of the death of a regular full-time employee's brother-in-law or sister-in-law, the employee shall be allowed off on the day of the funeral, and he or she shall receive full pay for such day if he or she was regularly scheduled to work on such day. Provided, that no employee shall be paid more than a full week's pay because of a funeral leave, and an employee must attend the funeral or devote time to same to be eligible for funeral leave (or pay).

**Section 1(b).** In the event of the death of a part-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or any other relative

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residing with the employee, the employee shall be granted a leave of absence on the day of the death and the day of the funeral and shall be paid for all hours scheduled to work on those days if the employee attends the funeral.

**Section 2.** A full-time employee serving on jury duty shall be compensated by the Employer for the difference between regular pay and jury duty pay for absences from scheduled working hours necessarily caused by the jury duty. Furthermore, jury duty pay shall be subject to the following conditions:

1. A full-time employee shall receive jury duty pay when he or she is on jury duty on his or her regularly scheduled day(s) off, but such jury duty service shall not be considered as hours worked.
2. A full-time employee must report for work on any scheduled working day that he or she is released from jury duty the day before or the morning of the scheduled working day.
3. A full-time employee must present the Employer with an official voucher showing the amount of jury pay received.
4. A full-time employee shall receive no jury duty pay when he or she is on Federal Grand Jury Service in excess of sixty (60) days.
5. If a full-time employee is on jury duty, the Employer shall have the option of either scheduling the employee for work on Saturday or altering the employee's schedule so that he or she will not be scheduled to work on Saturday. If the Employer elects to schedule the employee for work on Saturday, the employee then has the option of not working the Saturday so long as he or she notifies the Employer of his or her preference by the preceding Thursday.
6. If a full-time employee is on jury duty, and the Employer elects to schedule the employee for work on Saturday, the employee shall be paid at the rate of time and one-half (1½ times regular rate of pay) for all hours worked.

**Section 3.** A regular part-time employee serving on jury duty shall be compensated by the Employer for the difference between regular pay and jury duty pay for absences from scheduled working hours necessarily caused by the jury duty. Furthermore, jury duty pay for part-time employees shall be subject to the following conditions:

1. A part-time employee must report for work on any scheduled working day that he or she is released from jury duty the day before or the morning of the scheduled working day.
2. A part-time employee must present the Employer with an official voucher showing the amount of jury duty pay received.
3. A part-time employee shall be entitled to jury duty pay

only for the first four (4) weeks during which he or she serves on jury duty.

**Section 4.** In addition to leaves required by applicable laws, an employee may upon written application to the Employer be granted a leave of absence not to exceed ninety (90) days, without pay, provided such leave will not be granted or used for the purpose of working another job. Granting of such leaves are to be in writing. Personal leaves shall be granted for compelling reasons. By mutual agreement between the Employer and Union a personal leave may be extended.

**Section 5.** All employees shall upon written request supported by satisfactory medical confirmation be granted an extended medical leave of absence without pay for illness or injury for six (6) months, and such medical leave shall be extended, upon written request supported by satisfactory medical confirmation, for five (5) successive six (6) month periods, but in no case shall a medical leave extend beyond three (3) years. Any employee who has been on sick leave may be required, at the discretion of the Employer, to submit to and pass a physical examination before being permitted to return to work.

**Section 6.** Employees appointed or elected to a Union office or as a delegate representing the Union shall, upon written application, be given a leave of absence without pay or benefits for the term of their appointment or office not to exceed three (3) years.

**Section 7.** The Employer agrees to comply with all Federal and State laws regulating the re-employment of veterans.

**Section 8.** Employees who are members of R.O.T.C. and Military Reserve Units and who are required to participate in official military activities requiring absence from work will be granted the necessary time without pay.

**Section 9.** In the event that a leave of absence is not being used for the purpose for which it was granted, such employee is subject to disciplinary action up to and including discharge.

## ARTICLE VIII Holidays

**Section 1.** In weeks in which the following holidays occur — New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, the basic holiday week shall be thirty-two (32) hours. Time worked in excess of thirty-two (32) hours shall be paid at the rate of time and one-half (1½ times regular rate of pay), provided that an employee may waive the time and one-half rate for hours in excess of thirty-two (32) and up to forty (40) hours in a holiday week. The Employer shall post a sign-up sheet for volunteers who wish to elect that waiver on the Monday of the week preceding the holiday week, and those employees will then be selected by seniority for additional hours at straight-time rates up to forty (40) hours during the holiday week.

**Section 2(a).** Each full-time employee shall receive eight (8) hours' straight-time pay for each of the above holidays.

**Section 2(b).** Each eligible part-time employee shall receive holiday pay prorated on the basis of average hours worked per week by that employee during the four (4) weeks preceding the week in which the holiday falls. The proration shall be as follows:

WEEKLY WORK	STRAIGHT-TIME
12 - 15 hours	3 hours' pay
16 - 19 hours	4 hours' pay
20 - 23 hours	5 hours' pay
24 - 28 hours	6 hours' pay
29 - 31 hours	7 hours' pay
32 hours and over	8 hours' pay

**Section 2(c).** If a holiday falls on a Sunday, the following shall apply:

1. The holiday week is the calendar week in which the holiday falls.
2. When New Year's Day and Independence Day falls on a Sunday the following day will be the designated holiday.
3. When Christmas falls on a Sunday the holiday will be recognized on that day.

**Section 3.** Provided that there is evidence to establish that major competition is to be closed on Christmas Eve after 6:00 P.M., Christmas Day and Thanksgiving Day, stores covered by this Agreement in the same competitive area shall also be closed.

**Section 4.** After the completion of one (1) year of service, each employee will be entitled to a seventh (7th) paid personal holiday which shall be scheduled by mutual agreement of the Employer and the employee between January 1 and October 31 and on or before December 31 shall be eligible for the seventh (7th) paid personal holiday beginning January 1 following the employee's one (1) year anniversary.

**Section 5.** After the completion of two (2) years of service, each employee will be entitled to an eighth (8th) personal holiday to be scheduled by mutual agreement of the Employer and the employee between January 1 and October 31 of each calendar year.

**Section 6.** A ninth (9th) paid personal holiday shall be scheduled at the discretion of the Employer during the period of January 1 through April 30. To be eligible for the ninth (9th) holiday, an employee must have completed one (1) year of service prior to the calendar year in which the holiday is to be taken and must have worked beyond February 1 in that year. Employees who are absent from work and receiving sickness and accident benefits or Workers' Compensation shall be eligible if they return to work any time during the four (4) month period. Employees on other leaves of absence must return by March 1 to be eligible. If an eligible employee terminates his or her employment (for any reason)

between February 1 and April 30 before receiving the ninth (9th) paid holiday, the employee shall be paid for such holiday.

The foregoing changes to Sections 4, 5 and 6 shall not be applicable to employees hired prior to September 26, 2002.

**Section 7.** The seventh (7th), eighth (8th), and ninth (9th) personal holidays provided above may be taken as sick days if not already taken as holidays in any calendar year. However, the seventh (7th) and eighth (8th) personal holidays may not be taken or used as personal holidays or sick days between November 1 and December 31 of any calendar year. The ninth (9th) personal holiday may only be taken as a sick day from January 1 through April 30 of any calendar year.

**Section 8(a).** Employees normally working five (5) days per week shall be given a day off for holidays and paid in accordance with the schedule in Section 2.

**Section 8(b).** Employees normally working less than five (5) days shall not be given a day off but shall be paid for holidays in accordance with the schedule in Section 2.

**Section 9.** An employee (full-time or part-time) is eligible for holiday pay if the following conditions are satisfied:

1. Must be employed more than thirty (30) days, and
2. Must work all scheduled hours on the scheduled day preceding the holiday, the holiday if scheduled, and the scheduled day following the holiday, unless absent a part thereof because of illness or injury which must be verified at the Employer's request by a physician's certificate, and
3. Under no circumstances shall an employee be entitled to receive holiday pay if the employee performs no work during the holiday workweek, regardless of the cause of the absence, except as provided in Article VI, Vacations.
4. Personal holidays may not be taken as sick days during a holiday week except by mutual agreement or where the employee is absent because of illness or injury which must be verified at the Employer's request by a physician's certificate.

## ARTICLE IX Wages and Related Items

**Section 1(a). Checker-Clerks** — An employee shall be classified as a Checker-Clerk whose duties are performed at the check-out counter, cash register, store wareroom, unloading trucks, and stocking the sales area. When not so engaged, such employee will perform any other duties, as assigned by the store management, within the employee's capabilities.

**Section 1(b).** The minimum hourly rate of pay for all Checker-Clerks (and related classifications) hired before September 11, 1984, shall be based upon their experience of actual hours worked and shall be as follows:

Checker-Clerks	Effective Hired Before 9-11-84	Effective 9-14-03	Effective 9-12-04
Over 30 months (5200 hours)	\$14.925	\$15.225	\$15.525

Specifically, all Checker-Clerks hired before September 11, 1984, who are actively employed at the top rate (having thirty [30] or more months of continuous service) or more as of September 26, 2002, shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and thereafter shall receive minimum increases of thirty cents (\$.30) per hour effective September 14, 2003, and thirty cents (\$.30) per hour effective September 12, 2004.

**Section 1(c).** The minimum hourly rate of pay for all Checker-Clerks (and related classifications) hired on or after September 11, 1984, shall be based on their experience of actual hours worked and shall be as follows:

Checker-Clerks	Effective Hired After 9-11-84	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
0 - 30 calendar days	\$ 6.30	\$ 6.45	\$ 6.60	
31 days - 3 months	6.80	6.90	7.00	
3 - 9 mos. (520 hrs)	7.00	7.10	7.20	
9 - 18 mos. (1560 hrs)	7.25	7.35	7.45	
18 - 24 mos. (3120 hrs)	7.85	7.95	8.05	
24 - 30 mos. (4160 hrs)	8.55	8.70	8.85	
30 - 36 mos. (5200 hrs)	9.75	9.95	10.15	
Over 36 mos. (6240 hrs)	12.45	12.75	13.05	

Specifically, all Checker-Clerks hired after September 11, 1984, who are actively employed at the top rate (having thirty-six [36] or more months of continuous service) or more as of September 26, 2002, shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and thereafter shall receive minimum increases of thirty cents (\$.30) per hour effective September 14, 2003, and thirty cents (\$.30) per hour effective September 12, 2004. Provided, further, that all Checker-Clerks who are actively employed as of September 26, 2002, (and who have completed their probationary period prior to that date) and who at that time have less than thirty-six (36) months of continuous service shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Checker-Clerks and all Checker-Clerks hired after Septem-

ber 26, 2002 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedule (brackets) until they reach top rate.

**Section 2(a). Certified Head Cashier** — A Certified Head Cashier shall be designated in all supermarkets using five (5) or more check-out registers on the busiest day of the week.

**Section 2(b).** A Certified Head Cashier is one who can supervise and/or perform all the functions of the check-out operation to the satisfaction of the Employer. This includes the proper checking out of merchandise, handling of money, balancing of all registers, and seeing to it that all persons involved in the check-out operation perform their duties in the proper manner, and that all customers are given proper service. The Certified Head Cashier must also be qualified to keep operating records and reports and handle such other bookkeeping or personnel functions as the Employer may direct.

**Section 2(c).** The minimum regular hourly rate for Certified Head Cashiers shall be as follows:

Certified Head Cashiers	Effective Hired Before 3-13-83	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
Hired After 3-13-83	\$16.045	\$16.345	\$16.745	

Specifically, all Certified Head Cashiers shall receive minimum increases of fifty cents (\$.50) per hour effective January 5, 2003, thirty cents (\$.30) per hour effective September 14, 2003, and forty cents (\$.40) per hour effective September 12, 2004.

**Section 3. Assistant Head Cashier** — Any employee classified as a Checker-Clerk who regularly performs the duties of a Certified Head Cashier sixteen (16) hours per week or more shall be classified as an Assistant Head Cashier and shall receive an additional twenty-five cents (\$.25) per hour over his or her regular hourly checker rate. This means that the employee need not necessarily be working in the office for sixteen (16) hours per week, but he or she must in fact have the responsibilities and perform the duties of a Certified Head Cashier for sixteen (16) hours per week or more in order to receive the twenty-five cents (\$.25) hourly premium.

**Section 4(a). Head Dairy Clerk** — All stores which have average weekly sales of forty thousand dollars (\$40,000.00) or more shall have the dairy department operated by a Head Dairy Clerk.

**Section 4(b). A Head Dairy Clerk** is one who supervises and/or performs all of the functions of the dairy department and if assigned by the Employer, the frozen foods department. These functions include all planning, ordering, checking, preparing for display, displaying, and selling all merchandise in the department(s), seeing that any merchandise carried over at closing time is properly taken care of, seeing

that the department(s) are kept in a clean, attractive condition, safe from accident hazards, and seeing that all customers are given proper service.

**Section 4(c).** The minimum regular hourly rate for Head Dairy Clerks shall be as follows:

Head Dairy Clerks	Effective	Effective	Effective
Hired Before 3-13-83	1-5-03 \$16.045	9-14-03 \$16.345	9-12-04 \$16.745
Hired After 3-13-83	\$15.425	\$15.725	\$16.125

Specifically, all Head Dairy Clerks shall receive minimum increases of fifty cents (\$.50) per hour effective January 5, 2003, thirty cents (\$.30) per hour effective September 14, 2003, and forty cents (\$.40) per hour effective September 12, 2004.

**Section 5(a). Produce Manager** — All produce departments doing nine hundred dollars (\$900.00) or more volume per week must be operated by a Produce Manager.

**Section 5(b).** A Produce Manager in a supermarket is one who can supervise and/or perform all of the functions of that department. This includes all planning, ordering, checking, trimming, preparing for displays, displaying and selling all merchandise in that department, seeing that any merchandise carried over at closing time is properly taken care of, seeing that the department is kept in a clean, attractive condition, safe from accident hazards, and that all customers are given proper service.

**Section 5(c).** The minimum hourly rate for a Produce Manager shall be as follows:

Produce Managers	Effective	Effective	Effective
Hired Before 3-13-83	1-5-03 \$17.605	9-14-03 \$17.905	9-12-04 \$18.305
Hired After 3-13-83	\$16.455	\$16.755	\$17.155

Specifically, all Produce Managers shall receive minimum increases of fifty cents (\$.50) per hour effective January 5, 2003, thirty cents (\$.30) per hour effective September 14, 2003, and forty cents (\$.40) per hour effective September 12, 2004.

**Section 6(a). Assistant Manager** — An Assistant Manager in a supermarket shall be designated and appointed only by an officer of the Company. Such Assistant Manager is one who can perform all the functions of the Store Manager when necessary or instructed to do so by the Employer. To do this, he or she must understand and be able to do or supervise all ordering, receiving, checking, pricing, stocking, displaying of merchandise, and the check-out operation and bookkeeping system.

**Section 6(b).** The minimum regular hourly rate for Assistant Managers shall be as follows:

Assistant Managers	Effective	Effective	Effective
Hired Before 3-13-83	1-5-03 \$17.605	9-14-03 \$17.905	9-12-04 \$18.305
Hired After 3-13-83	\$16.455	\$16.755	\$17.155

Specifically, all Assistant Managers shall receive minimum increases of fifty cents (\$.50) per hour effective January 5, 2003, thirty cents (\$.30) per hour effective September 14, 2003, and forty cents (\$.40) per hour effective September 12, 2004.

**Section 6(c).** When an Assistant Manager substitutes for a Store Manager who is on vacation or who is off due to illness for one (1) week or more, the Assistant Manager shall receive as a minimum weekly wage either his or her regular forty (40) hour straight-time rate plus an additional one hundred dollars (\$100.00) or the Store Manager's weekly salary, whichever is lower.

**Section 6(d).** This classification includes those employees in the Acme Super Center stores designated as and known as "non-food coordinators."

**Section 7. Second Assistant Manager** — A Second Assistant Manager may be appointed by the Employer where needed in some stores and where so designated, Second Assistant Managers will receive the minimum hourly rate as follows:

Second Assistants	Effective	Effective	Effective
Hired Before 3-13-83	1-5-03 \$16.93	9-14-03 \$17.23	9-12-04 \$17.63
Hired After 3-13-83	\$15.78	\$16.08	\$16.48

Specifically, all Second Assistants shall receive minimum increases of fifty cents (\$.50) per hour effective January 5, 2003, thirty cents (\$.30) per hour effective September 14, 2003, and forty cents (\$.40) per hour effective September 12, 2004.

**Section 8(a). Part-time Student Employees** are those employees working less than the basic workweek, excepting weeks working during school vacations, and who are hired when they are students in high school. There shall be no automatic right of advancement to another classification after graduation, but a graduated student may continue working in the Student classification until a bona fide job opening is available which the graduated Student is capable of filling in the Part-time Grocery Clerk classification (or, for Student Employees hired before October 11, 1996, in the Checker-Clerk classification). At that time, the graduated Student will be given the opportunity to move into the new position as a new employee and progress through the appropriate classification wage schedule, subject to the provisions of Section 11 of this Article (but under no circumstances will the graduated Student ever receive a reduction in wage rate). The se-

niority date for a reclassified former Student Employee shall be his or her original date of hire. Health and welfare contributions for former Student Employees who have been reclassified shall begin in the third (3rd) month following reclassification.

**Section 8(b).** The minimum hourly rates of pay for part-time Student Employees shall be based on their months of service and shall be as follows:

High School Students	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
0 - 30 days	\$5.70	\$5.75	\$5.80
31 days - 3 mos.	5.80	5.85	5.90
3 - 12 mos.	5.90	5.95	6.00
12 - 18 mos.	6.00	6.05	6.10
18 - 24 mos.	6.15	6.20	6.25
Over 24 mos.	6.35	6.45	6.55

Provided that all high school Student Employees who are actively employed as of September 26, 2002 (and who have completed their probationary period) shall receive minimum increases of fifteen cents (\$.15) per hour effective January 5, 2003, fifteen cents (\$.15) per hour effective September 14, 2003, and fifteen cents (\$.15) per hour effective September 12, 2004. All high school Student Employees hired after September 26, 2002 (including those who complete their probationary period after that date) shall, for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

**Section 8(c). Limitation of Student Employees —** The number of Students as a percentage of grocery department employees will be limited to no more than twenty percent (20%). The percentage limitations will not apply during June, July and August of each year.

**Section 9(a). Utility Clerks —** Employees classified as Utility Clerks shall only bag sold merchandise at the check-outs, carry out sold merchandise, shop for pre-ordered merchandise, stock grocery bags and supplies at the check-outs, do general custodial work, outside maintenance, clean up broken merchandise, check prices on merchandise, return perishable and non-perishable merchandise from check-out area to the proper location, collection of carts, and handle return bottles. The first (1st) violation of this provision shall result in a written notification to the Store Manager. The second (2nd) violation within a twelve (12) month period shall result in all Utility Clerks within the store where the violation occurred being paid the top rate for the Checker-Clerk classification for all hours worked in the week previous to the violation. Any further violations within a twelve (12) month period may result in the store losing this classification, and all employees so classified as Utility Clerks to be, at the option of the Union, reclassified as either a full-time or part-time Checker-Clerk.

Employees employed as of November 27, 1977, shall not be reclassified as Utility Clerks and shall not be reduced as a

result of this provision. There shall be no layoff of employees employed as of November 27, 1977, in the store until all Utility Clerks have been laid off first.

**Section 9(b).** 1. Utility Clerks shall hold separate seniority for all purposes and shall not work more than twenty-five (25) hours per week, provided, however, that Utility Clerks who are age sixty-five (65) or older may work more than twenty-five (25) hours per week if the Employer and the employee so agree.

2. All Utility Clerks may work more than twenty-five (25) hours per week up to a maximum of forty (40) hours per week during the months of June, July and August, and during recognized holiday weeks (New Year's Day, Spring Break, Thanksgiving, and Christmas).

3. At the Employer's discretion, Utility Clerks may be placed in the Checker-Clerk classification. The first thirty (30) days in such classification shall be considered a period of training, and during this training period, the employee shall receive the Checker-Clerk starting rate of pay. The Employer is not obligated to retain an employee who does not perform the work in a satisfactory manner and may return the employee to his/her former classification and wage rate. However, if such employee does perform work in a satisfactory manner during such period of training, said employee shall receive credit for fifty percent (50%) of all hours worked with the same Employer as a Utility Clerk towards his/her progression as a Checker-Clerk as outlined elsewhere in this Agreement, said credit not to exceed a maximum of 2,080 hours. Nothing in this Paragraph or elsewhere in this Agreement shall be interpreted so as to entitle any employee to automatically progress from the Utility Clerk classification to the Checker-Clerk classification.

**Section 9(c).** The minimum hourly rates of pay for Utility Clerks shall be based on their months of service and shall be as follows:

Utility Clerks	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
0 - 30 days	\$5.80	\$5.85	\$5.90
31 days - 6 mos.	6.00	6.05	6.10
6 - 12 mos.	6.20	6.25	6.30
Over 12 mos.	6.35	6.45	6.55

Provided that all Utility Clerks who are actively employed as of September 26, 2002 (and who have completed their probationary period) shall receive minimum increases of fifteen cents (\$.15) per hour effective January 5, 2003, fifteen cents (\$.15) per hour effective September 14, 2003, and fifteen cents (\$.15) per hour effective September 12, 2004. All Utility Clerks hired after September 26, 2002 (including those who complete their probationary period after that date) shall, for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

**Section 10(a). Part-time Grocery Clerks** — After October 11, 1996 employees may be hired as Part-time Grocery Clerks to perform the work of Checker-Clerks. Part-time Grocery Clerks shall be scheduled for not more than thirty-two (32) hours per week. Employees in the classification will be identified as Part-time Grocery Clerks on weekly store schedules. The hours of Part-time Grocery Clerks shall be allocated by seniority so that no more senior Part-time Grocery Clerk is scheduled less hours than a less senior Part-time Grocery Clerk in the same store. Article III, Section 18(a) shall not apply to Part-time Grocery Clerks except that their hours may be claimed by Checker-Clerks. No Checker-Clerk hired prior to October 11, 1996, shall be reduced in hours or full-time status due to the hiring of Part-time Grocery Clerks. Part-time Grocery Clerks, and the hiring of Part-time Grocery Clerks will have absolutely no adverse impact on employees hired prior to October 11, 1996.

**Section 10(b). Part-time Grocery Clerks.** The minimum hourly rates of pay for Part-time Grocery Clerks shall be based on their months of service and shall be as follows:

Part-time Grocery Clerks	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
0 - 30 days	\$6.10	\$6.20	\$6.30
31 days - 6 mos.	6.30	6.40	6.50
6 - 12 mos.	6.55	6.65	6.75
12 - 18 mos.	7.10	7.25	7.40
18 - 24 mos.	7.60	7.75	7.90
Over 24 mos.	8.45	8.65	8.85

Specifically, all Part-time Grocery Clerks who are actively employed at the top rate (having twenty-four [24] or more months of continuous service) or more as of September 26, 2002, shall receive a minimum increase of twenty-five cents (\$.25) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and thereafter shall receive minimum increases of twenty cents (\$.20) per hour effective September 14, 2003, and twenty cents (\$.20) per hour effective September 12, 2004. Provided, further that all Part-time Grocery Clerks who are actively employed as of September 26, 2002 (and who have completed their probationary period prior to that date) and who at that time have less than twenty-four (24) months of continuous service shall receive a minimum increase of twenty-five cents (\$.25) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Part-time Grocery Clerks and all Part-time Grocery Clerks hired after September 26, 2002 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedules (brackets) until they reach top rate.

**Section 10(c).** The Employer shall promote a Part-time Gro-

cery Clerk to regular Checker-Clerk status whenever the number of full-time employees (40 hours in a regular week; 32 hours in a holiday week) in a store falls below twenty-five percent (25%) of the total number of employees in the store, excluding the Store Manager, any Co-Managers, and Utility Clerks. Part-time Grocery Clerks promoted to regular Checker-Clerk status will receive full credit for all accumulated hours under the Checker-Clerk wage progression for employees hired on or after September 11, 1984.

**Section 10(d).** The following wage and benefit terms will apply to those employees who were hired as Students or Utility Clerks and who are later reclassified as Part-time Grocery Clerks:

- Upon reclassification to the Part-time Grocery Clerk classification, one-half ( $\frac{1}{2}$ ) of the time worked as a High School Student or Utility Clerk will be counted toward the employee's position in the Part-time Grocery Clerk wage progression;
- A reclassified employee is entitled to the Part-time Grocery Clerk Health and Welfare Plan (\$103.00 per month) one (1) year after the date of hire, or three (3) months from reclassification, whichever is later;
- For a Utility Clerk who is reclassified as Part-time Grocery Clerk and who has obtained health and welfare coverage as a Utility Clerk as of the date of reclassification, such Utility Clerk's coverage and contributions shall continue until the employee becomes entitled to the Part-time Grocery Clerk Health and Welfare Plan under subsection (2) above;
- Whenever a reclassified employee completes two (2) years of service from original date of hire (or upon reclassification if after two [2] years of service), that employee may elect between the new Part-time Grocery Clerk Health and Welfare Plan (\$103.00 per month) or the new part-time plan (\$184.00 per month); and
- For a reclassified employee for whom no pension contributions are payable as of the date of reclassification, pension contributions as a Part-time Grocery Clerk shall not begin until one (1) year from the date of hire. For a reclassified employee for whom pension contributions are payable on or prior to the date of reclassification, pension contributions shall continue to be made at the rate then in effect for the classification from which the employee was reclassified for the duration of the employee's service as a Part-time Grocery Clerk.

**Section 11(a). Porter** — An employee classified as Porter shall perform only custodial-type duties (i.e., building service and maintenance) and is strictly prohibited from performing those duties usually performed by Clerks, except in response to a bona fide emergency.

<b>Section 11(b).</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
<b>Porter</b>	<b>1-5-03</b>	<b>9-14-03</b>	<b>9-12-04</b>
0 - 30 days	\$6.15	\$6.25	\$6.35
31 days - 12 mos.	6.55	6.65	6.75
12 - 24 mos.	7.80	7.95	8.10
Over 24 mos.	9.70	9.90	10.10

Provided that all Porters who are actively employed as of September 26, 2002 (and who have completed their probationary period) shall receive minimum increases of twenty-five cents (\$.25) per hour effective January 5, 2003, twenty cents (\$.20) per hour effective September 14, 2003, and twenty cents (\$.20) per hour effective September 12, 2004. All Porters hired after September 26, 2002, (including those who complete their probationary period after that date) shall, for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

**Section 12.** No employee now receiving a higher rate of pay than set forth in this Agreement for such classification shall suffer a reduction in wages or salary during the life of this Agreement, provided, however, that if an employee is changed from one classification to another paying a lower rate, such employee shall be paid the rate for the classification to which he or she is transferred.

**Section 13.** The Employer agrees that all new employees who have had previous comparable work experience in the retail food industry and Student Employees who have been reclassified on or after September 9, 1990, will be given credit for one-half ( $\frac{1}{2}$ ) of such experience up to the maximum of one (1) year, irrespective of whom they have worked for, and their rates of pay shall be based in accordance with such credited experience according to the schedule set forth in this contract. Such experience shall be recognized by this Employer from and after written certification to this Employer by the Union Representative of United Food and Commercial Workers Union Local No. 880 or by previous retail food employers, providing, however, that there shall be no retroactivity in connection with this certification. However, an employee must have been engaged in the retail food business during some part of the five (5) years immediately prior to his or her employment by this Employer to be entitled to the benefits of this Paragraph, and no credit will be given for any employment not shown on the application form. When the Employer hires a former employee, the Union will not be required to notify the Employer of any prior experience with that Employer. Reclassified High School Student Employees and Porters who are actively employed on August 26, 1990, and who, on that date, have less than 2,080 accumulated hours for wage progression purposes will receive one-half ( $\frac{1}{2}$ ) of their previous experience as a High School Student Employee added to their accumulated hours up to a total of no more than 2,080 hours.

**Section 14.** When the employment of an employee is terminated, the Employer shall upon request, give the employee

a statement which shall set forth the date of the employee's hire, the date of the employee's termination, and the total hours worked in specific job classifications during the time intervening, if available. If total hours worked by the employee exceed 6,240 hours, such fact may be stated in lieu of an actual accounting of the total hours worked.

**Section 15.** An employee working between 10:00 P.M. and 6:00 A.M. who is not otherwise receiving premium pay for that work shall receive a premium of thirty-five cents (\$.35) per hour for the hours worked between 10:00 P.M. and 6:00 A.M.

**Section 16.** When an employee is designated to lead a night stock crew, he or she will be paid a premium of sixty cents (\$.60) per hour for hours worked between 10:00 P.M. and 6:00 A.M. instead of the thirty-five cents (\$.35) premium described above.

**Section 17(a). Severance Pay —** In the event a Company permanently closes a store and employees regularly scheduled for (40) hours per week with at least five (5) years of continuous service are terminated as a result of the closing, those employees will be entitled to severance pay of one (1) week's regular pay for every two (2) years of service, up to a maximum of five (5) weeks' pay.

**Section 17(b). Severance Pay —** Severance pay shall be paid in a lump sum upon termination. An employee who is terminated and is eligible for severance pay, and accepts severance pay, forfeits his or her seniority and has no recall rights. However, an employee may elect a voluntary layoff not to exceed six (6) months. If an employee accepts layoff, he or she may at any time after a ninety (90) day period elect to take his or her severance pay and lose his or her seniority.

**Section 17(c).** An employee shall be disqualified for severance pay in the event he or she:

1. Refuses a transfer within the jurisdiction of the Local Union;
2. Voluntarily terminates employment prior to store closing;
3. Refuses comparable employment with a successor employer within thirty (30) days of the store closing.

**Section 18(a).** Where Department Heads are designated by the Employer, and when such Department Heads are absent for one (1) week or more, such jobs will be filled by replacements who will be paid at the prevailing Department Head rate.

**Section 18(b).** Additional Department Head classifications may be formally established by mutual agreement between each individual Employer and the Union. Such agreements, if reached, would include such matters as the wage premium for the Department Head classification over regular wage rates, and separate classification seniority. It is understood that neither any individual Employer nor the Union can be re-

quired to agree to the formal establishment of additional Department Head classifications.

**Section 19.** Any employee in any classification who was actively employed under the terms of this collective bargaining Agreement as of March 13, 1983, and who is later rehired or reemployed under the terms of this Agreement by the same or a different Employer, shall be considered, when placed into a classification which has different wage schedules for employees hired before or after March 13, 1983, to have been hired before March 13, 1983, for the sole purpose of determining which wage schedule for that classification is applicable to that employee.

**Section 20.** The Employer and the Union agree to discuss the establishment of programs to utilize Internal Revenue Service Code Section 125 to allow use of pre-tax earnings for child or dependent day care, and programs to secure discounts with local day care facilities.

**Section 21.** Manager Trainees are defined as employees identified and selected by management to be trained for store management responsibilities, and shall be permitted the necessary flexibility to adequately prepare for store management. Hours worked by management trainees shall not affect hours worked by permanent bargaining unit employees, and the management training period for any Manager Trainees shall not extend beyond two (2) years.

## **ARTICLE X** **Health and Welfare**

**Section 1(a).** As specified below, employer contributions to the Fund shall be at a level high enough to maintain the level of benefits provided by the Fund as of September 1, 2002, and changes to the benefits adopted by the Trustees of the Fund after that date. These contributions shall be as follows:

**Section 1(b). Full-time Contribution for Employees Hired Before March 13, 1983:** Effective September 1, 2002, the Employer will pay five hundred seventy-one dollars (\$571.00) per month for each employee hired before March 13, 1983, working one hundred twenty-eight (128) hours or more in months in which four (4) weekly pay periods end and one hundred sixty (160) hours or more in months in which five (5) weekly pay periods end to the United Food & Commercial Workers Union-Employer Health and Welfare Fund.

**Section 1(c). Full-time Contribution for Employees Hired On or After March 13, 1983 and After September 26, 2002:** Effective September 1, 2002, the Employer will pay three hundred ninety-three dollars (\$393.00) per month for each employee hired on or after March 13, 1983 and before September 26, 2002, working one hundred twenty-eight (128) hours or more in months in which four (4) weekly pay periods end and one hundred sixty (160) hours or more in months in which five (5) weekly pay periods end to the United Food & Commercial Workers Union-Employer Health and Welfare Fund.

**Section 1(d). Full-time Contribution for Employees Hired On or After September 26, 2002:** Effective September 1, 2002, the Employer will pay three hundred ninety-three dollars (\$393.00) per month for each employee hired on or after September 26, 2002, working one hundred forty (140) hours or more in months in which four (4) weekly pay periods end and one hundred seventy-five (175) hours or more in months in which five (5) weekly pay periods end to the United Food & Commercial Workers Union-Employer Health and Welfare Fund.

When an employee is once covered by this subsection (d) and is subsequently reduced in hours worked to below one hundred forty (140) hours in months in which four (4) weekly pay periods end or one hundred seventy-five (175) hours in months in which five (5) weekly pay periods end, the Employer will continue the contribution for one (1) month after the reduction in hours worked.

**Section 1(e).** When an employee is once covered by subsections (b) or (c) above and is subsequently reduced in hours worked to below one hundred twenty-eight (128) hours in months in which four (4) weekly pay periods end or one hundred sixty (160) hours in months in which five (5) weekly pay periods end, the Employer will continue the contribution for one (1) month after the reduction in hours worked. Provided that, for all employees on whose behalf full-time health and welfare contributions were being made on October 1, 1993, the full-time health and welfare eligibility requirement will be:

- (i) For employees hired after November 27, 1977, where these employees work one hundred twelve (112) hours or more in months in which four (4) weekly pay periods end or one hundred forty (140) hours or more in months in which five (5) weekly pay periods end; and
- (ii) For employees employed as of November 27, 1977, where these employees work one hundred (100) hours or more in months in which four (4) weekly pay periods end or one hundred twenty-five (125) hours or more in months in which five (5) weekly pay periods end.

**Section 2(a). Part-time Contribution for Employees Hired Before March 13, 1983:** Effective September 1, 2002, the Employer will pay to United Food & Commercial Workers Union-Employer Health and Welfare Fund two hundred fifty-three dollars (\$253.00) per month for each employee working less than one hundred twenty-eight (128) hours in months in which four (4) weekly pay periods end or one hundred sixty (160) hours in months in which five (5) weekly pay periods end, except for High School Students as defined in this Agreement. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 7 below.

**Section 2(b). Part-time Contribution for Employees Hired**

**On or After March 13, 1983, and Before October 11, 1996:** Effective September 1, 2002, the Employer will pay to United Food & Commercial Workers Union-Employer Health and Welfare Fund one hundred ninety-eight dollars (\$198.00) per month for each employee working less than one hundred twenty-eight (128) hours in months in which four (4) weekly pay periods end or one hundred sixty (160) hours in months in which five (5) weekly pay periods end, except for High School Students as defined in this Agreement. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 7 below.

**Section 3. Part-time Contribution for Employees Hired On or After October 11, 1996:** Effective September 1, 2002, the Employer will pay to United Food & Commercial Workers Union-Employer Health and Welfare Fund one hundred eighty-four dollars (\$184.00) per month for each employee: (i) hired on or after September 26, 2002 and working less than one hundred forty (140) hours in months in which four (4) weekly pay periods end or one hundred seventy-five (175) hours in months in which five (5) weekly pay periods end; and (ii) hired before September 26, 2002 and working less than one hundred twenty-eight (128) hours in months in which four (4) weekly pay periods end or one hundred sixty (160) hours in months in which five (5) weekly pay periods end. This Section does not apply to High School Students as defined in this Agreement. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 7 below.

**Section 4. Part-time Grocery Clerk:** The Employer will pay to the United Food & Commercial Workers Union-Employer Health and Welfare Fund one hundred three dollars (\$103.00) per month for each Part-time Grocery Clerk, provided such employees have averaged fourteen (14) hours per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 7 below.

**Section 5. Part-time Grocery Clerk Option:** When a Part-time Grocery Clerk completes twenty-four (24) months of service, he or she will have the option to select one of the benefit plans made available pursuant to Section 3 or Section 4 above, and the Employer will make contributions at the rate specified for the plan selected. This option shall be exercised in writing, and once exercised may not be changed.

**Section 6. Contributions for new employees averaging four-**

teen (14) or more hours per week for the reporting period will be made effective the first (1st) of the month following six (6) continuous months of employment, provided that for Part-time Grocery Clerks, contributions for the reporting period will be made effective the first of the month following twelve (12) continuous months of employment. However, commencement of eligibility for Health and Welfare benefits shall be established by rules adopted by the Board of Trustees of the Health and Welfare Fund. Effective for employees hired on or after September 26, 2002, eligibility for Health and Welfare benefits commences on the first (1st) day of the month for which the fourth (4th) consecutive monthly employer contribution is required to be made to the Fund.

**Section 7(a).** The Employer will continue to make health and welfare contributions for a maximum period of six (6) months for those employees who are absent because of health reasons and are receiving benefits under this Article or Workers' Compensation. In order for a subsequent six (6) month period to begin under this Section for the same illness or injury, an employee must return to work for a period of eight (8) weeks or more.

**Section 7(b).** If a full-time employee who has been absent due to medical reasons returns to work under a schedule restricted for medical reasons, the employee's health and welfare contributions will remain at the full-time level for a single maximum period of six (6) months for each specific illness or injury while the employee is working under the medically restricted part-time schedule.

**Section 8.** Sections 1, 2, 3, and 6 of this Article X do not apply to those part-time employees attending an educational institution who temporarily work in excess of their normal hours per week during school vacation periods or summer vacation months, except as they are eligible in accordance with their normal classification and working hours.

**Section 9.** Sections 1 and 2 above shall not apply to Utility Clerks. Effective September 1, 2002, the Employer will pay thirty-six dollars (\$36.00) per month to United Food & Commercial Workers Union-Employer Health and Welfare Fund for such Utility Clerks, excluding High School Students as defined in this Agreement.

**Section 10.** Any employee in any classification who was actively employed under the terms of this collective bargaining Agreement as of March 13, 1983, and who is later rehired or reemployed under the terms of this Agreement by the same or a different employer, shall be considered when reemployed to have been hired before March 13, 1983, for the sole purpose of determining which health and welfare contribution rate is applicable to that employee.

**Section 11.** Contribution levels effective September 1, 2003, and September 1, 2004, shall be set by the Trustees of the Fund at a level high enough to maintain the benefits as specified in this Section, provided, however, that any increase to

maintain benefits shall not exceed twelve percent (12%) on either September 1, 2003 or September 1, 2004. In addition, the Employer shall pay to the Fund forty cents (\$.40) on all pension hours paid to the Pension Fund for the time period from September 8, 2002 through and including January 4, 2003.

**Section 12.** This Section 12 is hereby suspended and shall remain suspended for the term of this new Agreement.

In addition to the above-specified contributions, Employer contributions to the Fund for the employees covered by this Agreement shall be increased or decreased each month by the application of the terms of this Section:

1. By no later than the fifteenth (15th) day of each month, the Fund shall ascertain the benefit expenditures made by the Fund for the preceding twelve (12) calendar months, and shall also determine the net assets of the Fund as of the end of the preceding month. If the net assets do not exceed twenty-eight percent (28%) of the benefit expenditures for the preceding twelve (12) months, then in each of the succeeding two (2) months, contributions shall be increased to a level high enough to provide additional funds equal to one-half ( $\frac{1}{2}$ ) the difference between twenty-eight percent (28%) of said benefit expenditures and the net assets. If after an adjustment has been made under this subsection, the level of net assets at the end of a month exceeds twenty-eight percent (28%) of the benefit expenditures for the preceding twelve (12) months, then in each of the succeeding two (2) months, contributions shall be decreased by one-half ( $\frac{1}{2}$ ) of the amount the net assets exceed said benefit expenditures.
2. All Employers shall be billed at the increased or decreased amounts for the months immediately following the calculation of an adjustment required by the preceding Paragraph.
3. As used in this Section "benefit expenditures" is the amount of money expended by the Fund for the providing of benefits.
4. As used in this Section, "net assets" is the total of the cash on hand, cash equivalents, and the marketable securities owned by the Fund, less the "Estimated liability for pending and unrevealed medical, dental and disability claims," the "Reserve for total and permanent disability benefits," and the "Reserve for deferred cost of retiree death benefits" shown on the most recent "Statement of Net Assets Available for Plan Benefits" of the Fund.
5. The increase or decrease of contributions required by this subsection shall be made without the necessity of any action by the Trustees of the Fund. The Administrative Manager of the Fund shall consult with the Fund's Actuarial Consultant and the President of the Union before implementing any such increase or decrease in contributions.

**Section 13.** In the event that the Trustees of the Health and Welfare Fund agree to the alternative delivery of any health care benefit to be provided other than through the Fund, such benefit and its appropriate funding shall be incorporated into the Collective Bargaining Agreement.

**Section 14. Cost Containment:** The Cost Containment Committee will continue to review and explore cost containment measures for the purpose of recommending appropriate changes to the Trustees of the Health and Welfare Fund. The Trustees may implement such adjustments and changes to control costs as they deem appropriate during the term of this Agreement.

## ARTICLE XI Pension Plan

**Section 1(a).** Subject to the terms of this Article XI, the Employers shall contribute to United Food & Commercial Workers Union-Employer Pension Fund for all hours worked, up to forty (40) hours per week by employees in the bargaining unit, except overtime, but including holidays and vacations at the following rates:

**HOURS WORKED ON OR AFTER SEPTEMBER 9, 2002:**  
For all employees (including Bakery Clerks): \$.56 per hour  
For Part-time Grocery Clerks: \$.20 per hour

**HOURS WORKED ON OR AFTER JANUARY 5, 2003:**  
For all employees (including Bakery Clerks): \$.59 per hour  
For Part-time Grocery Clerks: \$.20 per hour

**HOURS WORKED ON OR AFTER JANUARY 4, 2004:**  
For all employees (including Bakery Clerks): \$.62 per hour  
For Part-time Grocery Clerks: \$.20 per hour

The Employers and the Union shall instruct their Trustees of the United Food & Commercial Workers Union-Employer Pension Fund to increase the pension benefit for each year of full pension credit from forty dollars (\$40.00) to forty-four dollars (\$44.00) effective August 1, 2003 for all employees (except Part-time Grocery Clerks) with an hour of service on or after January 5, 2003. The Trustees shall also be instructed to increase contributions to the level necessary to maintain the current pension benefits and changes to the benefits adopted by the Trustees thereafter, such increase to be based upon the ERISA minimum funding standard account. The United Food & Commercial Workers Union-Employer Pension Fund shall be jointly administered by the Union and the Employer as provided in an agreement establishing such Pension Fund.

**Section 1(b).** Contributions for an employee shall not begin until after the employee completes six (6) months of service (i.e., contributions begin for hours worked by such an employee on and after the first [1st] Sunday of the month after the employee completes six [6] months of service). Provided,

however, that pension contributions shall not begin for hours worked by a Part-time Grocery Clerk until such an employee completes twelve (12) months of service (i.e., contributions begin for hours worked by such an employee on and after the first [1st] Sunday of the month after the employee completes twelve [12] months of service).

**Section 2.** Each Employer shall report to the Pension Fund the hours worked by any employee for whom pension contributions are not required to be made.

## ARTICLE XII Group Legal Services

**Section 1.** The Employer agrees to participate in and contribute to a group legal services program which shall be jointly administered by the Akron-Canton Food Industry Committee and the Union. The system for the administration of such program, the structure for the delivery of services, the services to be provided, employee eligibility, and all other details of the program not explicitly described herein shall be worked out by mutual agreement between the Akron-Canton Food Industry Committee and the Union. Provided, that such program shall operate in conformity with all laws of the State of Ohio and the Federal Government, and that at no time will the Employer be obligated to make any contributions to such program which are not deductible from gross income for Federal Income Tax purposes.

**Section 2.** Effective September 12, 1999, Employer contributions for the Group Legal Services program shall be six dollars and twenty-five cents (\$6.25) per month for each employee for whom a full-time health and welfare contribution was made for that month under Article X of this Agreement.

## ARTICLE XIII Collection of Fringe Benefits

**Section 1.** The Employer signatory to this collective bargaining Agreement hereby adopts and agrees to be bound by all the terms and provisions of the Trust Agreements as well as any rules and regulations established thereunder by the Trustees for United Food & Commercial Workers Union-Employer Health and Welfare Fund and United Food & Commercial Workers Union-Employer Pension Fund and as the same are amended from time to time as if the Employer was a party thereto. The Employer further agrees to be bound by the rules and procedures for the collection of contributions as they are established or as they will be amended from time to time by the Trustees of such Funds, including but not limited to provisions relating to Employer liability for reasonable interest charges as set by Trustees, attorney fees, and audit fees.

**Section 2.** Contributions and the accompanying reporting forms shall be received by United Food & Commercial Work-

ers Union-Employer Health and Welfare Fund and United Food & Commercial Workers Union-Employer Pension Fund no later than the fifteenth (15th) day of the month following the month in which the work was performed.

The Employer shall be considered delinquent if it fails to submit contributions on behalf of all employees for whom contributions are required under the collective bargaining Agreement, or if it fails to compute properly the contributions according to the required contribution formula specified in the collective bargaining Agreement.

**Section 3.** The Union and/or the Trustees of each Trust Fund described in this Agreement shall not be required to pursue the collection of delinquent contributions through the grievance and arbitration procedure provided elsewhere in this Agreement.

**Section 4.** The Union has the right to assist the Trustees of United Food & Commercial Workers Union-Employer Health and Welfare Fund and/or United Food & Commercial Workers Union-Employer Pension Fund and the administrative staff of either Fund in the collection of delinquent contributions. If a delinquency to any Fund is not satisfied within one (1) week after the Employer receives formal written notice from the Trustees of the Fund, the Union shall have the right to strike until full payment is made. This remedy shall be in addition to all other remedies available to the Union and the Trustees, and may be exercised by the Union, anything in this collective bargaining Agreement to the contrary notwithstanding. Such a strike to collect contributions to the Trust Funds shall not be considered a violation of this Agreement on the part of the Union, and it shall not be a subject of arbitration.

## ARTICLE XIV Credit Union

**Section 1.** The Employer will make weekly/bi-weekly payroll deductions from the employees who sign a proper authorization card for such amounts as the employee will designate and pay the same to the duly accredited officer of United Food & Commercial Workers Union Local 880 Credit Union, Inc. All deductions shall be promptly remitted to the United Food & Commercial Workers Union Local 880 Credit Union, Inc.

**Section 2.** Where authorized in writing by an employee, and where appropriate technical arrangements can be made, the Employer shall directly deposit an employee's entire pay or portion thereof into his or her account with the United Food & Commercial Workers Union Local 880 Credit Union, Inc. Where direct deposit is available and authorized, the Employer may elect to remit funds exclusively in that manner.

## ARTICLE XV Grievance and Arbitration

**Section 1.** Should any dispute or grievance arise under this Agreement, it shall be settled in accordance with the proce-

dure set forth in this Article, and, except as otherwise specifically provided in this Agreement, this procedure is the sole and exclusive method of disposing of such grievances.

**Step 1.**

In order to be considered as a grievance under this Article, a dispute or grievance shall be submitted to the Employer in writing within fourteen (14) days after the occurrence of the incident causing such dispute or grievance, or within fourteen (14) days from the date when the employee or Union became aware or reasonably should have become aware of the incident or events in question, but in no case more than one (1) year from the incident or event giving rise to the dispute.

**Step 2.**

There shall be an effort on the part of the parties to settle and resolve any dispute or grievance and the Employer shall answer all disputes or grievances in writing within fourteen (14) days after the receipt of same.

**Step 3.**

If the grievance is not satisfactorily settled in Step 2, the Union has two (2) weeks from receipt of the Step 2 answer to submit a written appeal to an appropriate management administrative official. A meeting shall be held between Employer and Union officials and a final written answer shall be issued by the Employer within one (1) week of the meeting. Provided, that the parties may agree to hold additional Step 3 meetings without loss of rights under this Article.

**Step 4.**

In the event that the parties are unable to settle or resolve a grievance, the Union may refer the grievance to arbitration by requesting the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of arbitrators. Within fourteen (14) days of receipt of the first panel, the Employer and Union may mutually agree to request the Agency to submit additional panels of arbitrators. The arbitrator shall then be selected in accordance with the agency's then applicable rules, unless the Employer and the Union agree to select the arbitrator in some other manner.

**Section 2.** The Union may refer a dispute or grievance which has not been resolved to arbitration on the forty-fifth (45th) day after the dispute or grievance has been submitted in writing to the Employer in Step 1, or at any time thereafter. The Union must refer a dispute or grievance to arbitration no later than thirty (30) days after the last Step 3 meeting is held.

**Section 3.** The arbitrator's decision shall be issued within thirty (30) days after the dispute or grievance is submitted to the arbitrator and shall be final and binding upon the Employer, the Union, and the employee or employees involved. The expenses of the arbitrator shall be borne equally by the Employer and the Union.

**Section 4.** The time limits specified in Section 1 above may be extended by mutual agreement but shall otherwise be enforced in that the dispute or grievance shall be decided against any employee or party failing to observe the time limits.

**Section 5.** In the event a grievance goes to arbitration, this Agreement, including any Supplements or Addenda, shall be the basis on which the arbitrator's decision is rendered, and in reaching his or her decision the arbitrator shall have no authority to amend, modify, or in any way change its terms.

**Section 6.** At any step in this grievance procedure, the Executive Board of the Local Union shall have final authority in respect to any aggrieved employees covered by this Agreement to decline to process further a grievance, complaint, disagreement or dispute if in the judgment of the Executive Board such grievance or dispute lacks merit or justification under the terms of this Agreement, or has been adjusted or rectified under the terms of this Agreement to the satisfaction of the Union Executive Board.

**Section 7.** In the investigation and processing of a dispute or grievance, the Union and the Employer shall upon request provide each other all relevant and pertinent records, papers, and data including the names of any and all witnesses whose testimony would have bearing on the grievance, except where a failure to follow established check-out procedure may be involved or where the security of the Union and/or the Employer would be at issue.

## **ARTICLE XVI**

### **Industry-Union Standing Committee**

**Section 1.** An Industry-Union Standing Committee shall be created for the purpose of considering and dealing fairly and effectively with the subjects listed in Section 3 of this Article. The Standing Committee shall consist of three (3) Union members, selected solely by the Union and three (3) industry members, selected solely by the Akron-Canton Food Industry Committee. The Standing Committee shall function as a special intermediate method of dealing with disputes within the Standing Committee's jurisdiction which must first originate and be processed through the contractual grievance procedure but which, prior to arbitration, may be submitted to the Standing Committee by either the Company or the Union. In the event that the Standing Committee is unable to reach a decision on any dispute brought before it, the Union may then proceed to arbitration.

**Section 2.** The administrative rules and regulations and guidelines of the Standing Committee shall be formulated initially by the Union and the Akron-Canton Food Industry Committee and thereafter may be revised only by mutual agreement between the Union and the Akron-Canton Food Industry Committee or between the Union President and the Akron-Canton Food Industry Committee Chairman. Once formed, the Standing Committee shall have adequate authority to deal flexibly and effectively with the problems that are within the jurisdiction of the Standing Committee, and any decision that is supported by at least two (2) Union members and two (2) industry members shall be final and binding on the Union, the involved Company (whether or not affiliat-

ed with the Akron-Canton Food Industry Committee), and the involved employee(s).

**Section 3.** The Standing Committee shall have jurisdiction over the following general subjects:

1. Available hours
2. Working off-the-clock
3. Abuse of time clock procedures
4. Failure to give and/or take breaks
5. Abuse of Sunday and holiday work rights
6. Employee transfers
7. Abuse of outside salesmen and deliverymen rights
8. All ancillary agreements between the Employer and the Union which are not included in the text of the Labor Agreement
9. Any other subject mutually agreed to by the Union and the Akron-Canton Food Industry Committee

**Section 4.** The Standing Committee shall be a separate and completely independent method of problem solving which has no relationship or relevance, direct or indirect, to the regular administration of grievances through the grievance procedure (including arbitration). Therefore, the rules and regulations and decisions of the Standing Committee shall not be considered as amendments or supplements to the Labor Agreement and shall not be considered as a precedent or in any way relevant to the consideration or arbitration of any dispute under the grievance procedure.

#### **ARTICLE XVII No Strike/No Lockout**

**Section 1.** The Union agrees that during the term of this Agreement there shall be no strikes, picketing, or other interference with operations, and the Employer agrees that for the same period there shall be no lockouts.

**Section 2.** It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute with the Union, or refuses to go through or work behind such primary picket line.

**Section 3.** The Union agrees not to picket any facility where the part of the facility engaged in a primary labor dispute with the Union is closed for business and in such a case Section 2 shall not apply.

#### **ARTICLE XVIII Savings and Separability**

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort ad-

judges any provisions of this Agreement in its application between the Union and the 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 provisions shall remain 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 renegotiating an agreement on provisions so invalidated.

#### **ARTICLE XIX Zone Rates**

The Employer and Union may, by mutual agreement, negotiate special terms, conditions of employment, and rates of pay for geographical zones where there is extensive non-union or unfair competition. The zone agreement shall modify this Agreement for employees hired to work in such zone stores, but shall not apply to any employee hired prior to October 25, 1999.

#### **ARTICLE XX Termination**

This Agreement shall be effective on September 9, 2002, and shall remain in effect until 12:01 A.M., September 11, 2005, and shall continue automatically year to year unless sixty (60) days' written notice prior to the expiration date or any anniversary date thereof be given by either party to this Agreement with intent to reopen.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22nd day of April, 2003.

#### **AKRON-CANTON FOOD INDUSTRY COMMITTEE**

By Frank W. Buck, Chairman

On behalf of the following companies:

**F. W. Albrecht Grocery Company**

Approved by Steven Albrecht, President

Approved by Rick Ryland, Executive Vice President

**Fishers Foods Marketing, Inc.**

Approved by John W. Halkias, Vice President  
Human Resources

**Riser Foods Company, d/b/a Giant Eagle, Inc.**

Approved by Ray Huber, Vice President  
Personnel and Labor Relations

Approved by Jean Colarik, Director of Human Resources

**Tops Markets, Inc.**

Approved by Jack Barrett, Vice President, Labor Relations  
Approved by Bryan N. Polak, Director, Labor Relations

#### **UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL No. 880**

James B. Jerele, President

Thomas H. Robertson, Secretary-Treasurer

**SUPPLEMENTAL AGREEMENT**  
**Bakery Employees**

This Supplemental Agreement is by and between the AFRON-CANTON FOOD INDUSTRY COMMITTEE, on behalf of its members, separately and collectively, hereinafter referred to as the "Employer" and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL No. 880, chartered by United Food and Commercial Workers International Union, AFL-CIO-CLC, hereinafter referred to as the "Union."

**WAGES**

**Section 1. Bakery Clerks** — The minimum hourly rate for Bakery Clerks shall be:

Bakery Clerks	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
0 - 30 days	\$5.95	\$ 6.05	\$ 6.15
31 days - 520 hours	6.05	6.15	6.25
521 - 1040 hours	6.35	6.45	6.55
1041 - 2080 hours	6.70	6.85	7.00
2081 - 3120 hours	7.20	7.35	7.50
Over 3120 hours	9.70	10.00	10.30

Specifically, all Bakery Clerks, who are actively employed at the top rate (having eighteen [18] or more months of continuous service) or more as of September 26, 2002, shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and thereafter shall receive minimum increases of thirty cents (\$.30) per hour effective September 14, 2003, and thirty cents (\$.30) per hour effective September 12, 2004. Provided, further, that all Bakery Clerks who are actively employed as of September 26, 2002 (and who have completed their probationary period prior to that date) and who at that time have less than eighteen (18) months of continuous service shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Bakery Clerks and all Bakery Clerks hired after September 26, 2002 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedule (brackets) until they reach top rate.

**Section 2(a). Head Bakery Clerk** — The Head Bakery Clerk who shall be designated and appointed where there are three (3) or more other Bakery Clerks scheduled to work at any one time shall receive a premium of sixty cents (\$.60) per hour above his or her regular hourly rate.

**Section 2(b).** All Head Bakery Clerks employed as of September 11, 1984, shall retain their wage rate as of September 13, 1987.

**Section 3(a). Bakers at Acme** — The minimum hourly rates of pay for Bakers hired before March 13, 1983, shall be:

Bakers at Acme	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
Hired Before 3-13-83	\$15.50	\$15.80	\$16.10
Hired After 3-13-83			
0 - 30 days	\$ 8.35	\$ 8.45	\$ 8.55
31 days - 6 months	8.80	8.90	9.00
6 - 12 months	9.45	9.60	9.75
12 - 18 months	10.25	10.40	10.55
18 - 24 months	11.20	11.35	11.50
Over 24 months	14.15	14.45	14.75

Specifically, all Bakers at Acme who are actively employed at the top rate (having twenty-four [24] or more months of continuous service) or more as of September 26, 2002, shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and thereafter shall receive minimum increases of thirty cents (\$.30) per hour effective September 14, 2003, and thirty cents (\$.30) per hour effective September 12, 2004. Provided, further, that all Bakers at Acme who are actively employed as of September 26, 2002 (and who have completed their probationary period prior to that date) and who at that time have less than twenty-four (24) months of continuous service shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Bakers at Acme and all Bakers at Acme hired after September 26, 2002 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedule (brackets) until they reach top rate.

**Section 3(b).** All other terms and conditions of employment for Bakers shall be covered by the basic Agreement between the Employer and the Union.

**Section 4.** All Bakery Clerks employed as of November 27, 1977, and classified as Checker-Clerks and under the basic Agreement between the Employer and the Union shall maintain such classification and remain under such basic Agreement for all purposes.

**PENSION**

All of the Provisions of Article XI in the basic Labor Agreement shall apply.

**HEALTH AND WELFARE**

**Section 1(a). Full-time Contribution for Employees Hired Before March 13, 1983:** Effective September 1, 2002, the Employer will pay four hundred sixty-eight dollars (\$468.00) per month for each employee hired before March 13, 1983, working one hundred twenty-eight (128) hours or more in

months in which four (4) weekly pay periods end and one hundred sixty (160) hours or more in months in which five (5) weekly pay periods end to the United Food & Commercial Workers Union-Employer Health and Welfare Fund.

**Section 1(b).** Full-time Contribution for Employees Hired On or After March 13, 1983 and before September 26, 2002: Effective September 1, 2002, the Employer will pay three hundred ninety-three dollars (\$393.00) per month for each employee hired on or after March 13, 1983, working one hundred twenty-eight (128) hours or more in months in which four (4) weekly pay periods end and one hundred sixty (160) hours or more in months in which five (5) weekly pay periods end to the United Food & Commercial Workers Union-Employer Health and Welfare Fund.

**Section 1(c).** Full-time Contribution for Employees Hired On or After September 26, 2002: Effective September 1, 2002, the Employer will pay three hundred ninety-three dollars (\$393.00) per month for each employee hired on or after September 26, 2002, working one hundred forty (140) hours or more in months in which four (4) weekly pay periods end and one hundred seventy-five (175) hours or more in months in which five (5) weekly pay periods end to the United Food & Commercial Workers Union-Employer Health and Welfare Fund.

**Section 1(d).** When an employee is once covered by subsections (a) or (b) above and is subsequently reduced in hours worked to below one hundred twenty-eight (128) hours in months in which four (4) weekly pay periods end or one hundred sixty (160) hours in months in which five (5) weekly pay periods end, the Employer will continue the contribution for one (1) month after the reduction in hours worked. When an employee is once covered by this subsection (c) and is subsequently reduced in hours worked to below one hundred forty (140) hours in months in which four (4) weekly pay periods end or one hundred seventy-five (175) hours in months in which five (5) weekly pay periods end, the Employer will continue the contribution for one (1) month after the reduction in hours worked. Provided that, for all employees on whose behalf full-time health and welfare contributions were being made on October 1, 1993, the full-time health and welfare eligibility requirement will be:

- (i) For employees hired after November 27, 1977, where these employees work one hundred twelve (112) hours or more in months in which four (4) weekly pay periods end or one hundred forty (140) hours or more in months in which five (5) weekly pay periods end; and
- (ii) For employees employed as of November 27, 1977, where these employees work one hundred (100) hours or more in months in which four (4) weekly pay periods end or one hundred twenty-five (125) hours or more in months in which five (5) weekly pay periods end.

**Section 2. Part-time Contribution:** Effective September 1,

2002, the Employer will pay to United Food & Commercial Workers Union-Employer Health and Welfare Fund:

- a. Two hundred twenty-six dollars (\$226.00) per month for each employee hired after March 13, 1983, and before September 11, 1984;
- b. One hundred ninety-eight dollars (\$198.00) per month for each employee hired after September 11, 1984, and before October 11, 1996;
- c. One hundred eighty-four dollars (\$184.00) per month for each employee: hired on or after September 26, 2002 and working less than one hundred forty (140) hours in months in which four (4) weekly pay periods end, or one hundred seventy-five (175) hours in months in which five (5) weekly pay periods end; and (ii) hired before September 26, 2002 and working less than one hundred twenty-eight (128) hours in which four (4) weekly pay periods end or one hundred sixty (160) hours in months in which five (5) weekly pay periods end. This Section does not apply to High School Students as defined in this Agreement. Contributions for all part-time employees will be made provided such employees have averaged fourteen (14) hours per week for the reporting period. If such employees average less than fourteen (14) hours per week for a reporting period, no contribution will be made, except for those employees who are absent due to illness, in which cases contributions will be continued as outlined in Section 4 below.

**Section 3. Contributions for new employees averaging fourteen (14) or more hours per week for the reporting period will be made effective the first (1st) of the month following six (6) continuous months of employment.** However, commencement of eligibility for Health and Welfare benefits shall be established by rules adopted by the Board of Trustees of the Health and Welfare Fund. Effective September 26, 2002, eligibility for Health and Welfare benefits commences on the first day of the month for which the fourth consecutive monthly employer contribution is required to be made to the Fund, and this waiting period shall not be increased during the term of this Agreement.

**Section 4.** The Employer will continue to make health and welfare contributions for a maximum period of six (6) months for those employees who are absent because of health reasons and are receiving benefits under this Article or Workers' Compensation.

**Section 5.** Sections 1, 2, and 3 of this Article do not apply to those part-time employees attending an educational institution who temporarily work in excess of their normal hours per week during school vacation periods or summer vacation months, except as they are eligible in accordance with their normal classification and working hours.

**Section 6. Contribution levels for Bakery Clerks effective Sep-**

tember 1, 2003, and September 1, 2004, shall be established in accord with Article X of the basic Grocery Agreement.

## GENERAL

Other benefits and premiums will apply uniformly to Bakery Employees, but Bakery Employees shall have separate seniority for all purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22nd day of April, 2003.

**AKRON-CANTON FOOD INDUSTRY COMMITTEE**  
By Frank W. Buck, Chairman

**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL No. 880**  
James B. Jerele, President  
Thomas H. Robertson, Secretary-Treasurer

## SUPPLEMENTAL AGREEMENT Fishers Foods of Canton, Ohio

This Supplemental Agreement is by and between THE FISHERS FOODS OF CANTON, OHIO, hereinafter referred to as the "Employer" and UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL No. 880, chartered by United Food and Commercial Workers International Union, AFL-CIO-CLC, hereinafter referred to as the "Union," and is a Supplemental Agreement to the Agreement between the Union and the Akron-Canton Food Industry Committee, hereinafter referred to as the "Basic Agreement."

**Section 1(a). Assistant Produce Manager** — All produce departments doing one thousand eight hundred dollars (\$1,800.00) or more volume per week must have an Assistant Produce Manager.

**Section 1(b).** An Assistant Produce Manager in a supermarket is one who can assist the Produce Manager in all functions of the department including all planning, ordering, checking, trimming, preparing for display, displaying and selling all merchandise in the department, seeing that any merchandise carried over at closing time is properly taken care of, that the department is kept in a clean, attractive condition, safe from accident hazards, and that all customers are given proper service.

**Section 2. Grocery Managers** — A Grocery Manager shall be appointed by the Employer in all stores with a weekly volume in excess of forty thousand dollars (\$40,000.00) who shall receive the rates of pay and minimum increases of the Second Assistant Manager covered in Article IX, Section 7 of the Basic Agreement.

**Section 3(a). Cashiers** who have exclusive control of their cash during their daily hours of work and such monies are

counted and verified both prior to and immediately following their daily hours of work shall be held responsible for cash shortages and shall receive a four cent (\$.04) per hour premium for such responsibility.

**Section 3(b).** Daily allowable shortages for such Cashiers shall be seventy-five cents (\$.75) per day.

**Section 3(c).** Such Cashiers with a shortage exceeding the allowed limit shall only repay the amount in excess of the limit.

**Section 4. Classifications and wages not covered in the Basic Agreement** shall be as follows:

## WAGE SCHEDULE Warehouse and Drivers

The wage progression schedules for this classification are the same as those for the Checker-Clerk classification.

Warehouse Foreman	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
	\$17.03	\$17.33	\$17.73
Apprentice Bakers	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
0 - 30 days	\$6.30	\$6.40	\$6.50
31 days - 6 mos.	6.60	6.70	6.80
6 - 12 mos.	7.20	7.35	7.50
12 - 18 mos.	7.80	7.95	8.10
18 - 24 mos.	9.80	10.00	10.20
Bakers Hired Before 3-13-83	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
Hired After 3-13-83	\$14.925	\$15.225	\$15.525
Assistant Head Baker Hired Before 3-13-83	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
Hired After 3-13-83	\$15.075	\$15.375	\$15.675
Baker Manager Hired Before 3-13-83	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
Hired After 3-13-83	\$13.925	\$14.225	\$14.525
Assistant Produce Manager Hired Before 3-13-83	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
Hired After 3-13-83	\$15.775	\$16.075	\$16.475
	\$14.625	\$14.925	\$15.325
Assistant Produce Manager Hired Before 3-13-83	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
Hired After 3-13-83	\$15.175	\$15.475	\$15.775
	\$15.025	\$15.325	\$15.625

Specifically, all Warehouse Foremen and Baker Managers shall receive minimum increases of fifty cents (\$.50) per hour effective January 5, 2003, thirty cents (\$.30) per hour effective September 14, 2003, and forty cents (\$.40) per hour effective September 12, 2004.

Specifically, all Bakers, Assistant Head Bakers, and Assistant Produce Managers who are actively employed at the top rate (having twenty-four [24] or more months of continuous service) or more as of September 26, 2002, shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and thereafter shall receive minimum increases of thirty cents (\$.30) per hour effective September 14, 2003, and thirty cents (\$.30) per hour effective September 12, 2004.

Provided, further, that all Apprentices who are actively employed as of September 26, 2002, (and who have completed their probationary period prior to that date) and who at that time have less than twenty-four (24) months of continuous service shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003 and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Apprentices and all Apprentices hired after September 26, 2002 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedules (brackets) until they reach top rate.

**Section 5.** The ten cents (\$.10) per hour premium paid to Warehouse Employees under the terms and conditions of Company policy shall continue during this Agreement.

**Section 6.** It is agreed that Bakery Clerks will be paid according to the following schedule:

Bakery Clerks	Effective 1-5-03	Effective 9-14-03	Effective 9-12-04
0 - 30 days	\$5.95	\$ 6.05	\$ 6.15
31 days - 520 hours	6.05	6.15	6.25
521 - 1040 hours	6.35	6.45	6.55
1041 - 2080 hours	6.70	6.85	7.00
2081 - 3120 hours	7.20	7.35	7.50
Over 3120 hours	9.70	10.00	10.30

Specifically, all Bakery Clerks, who are actively employed at the top rate (having eighteen [18] or more months of continuous service) or more as of September 26, 2002, shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and thereafter shall receive minimum increases of thirty cents (\$.30) per hour effective September 14, 2003, and thirty cents (\$.30) per hour effective September 12, 2004. Provided, further, that all Bakery Clerks who are actively employed as of September 26, 2002 (and who

have completed their probation period prior to that date) and who at that time have less than eighteen (18) months of continuous service shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Bakery Clerks and all Bakery Clerks hired after September 26, 2002, (including those who complete their probationary period after that date) shall progress through the contract progression wage schedule (brackets) until they reach the top rate.

**Section 7(a). "Food Court Clerk"** is a new and experimental classification. This operation is a new concept, and totally new operation in or adjacent to a food store (exclusive of delis, bakeries, or other food service operations currently covered by any agreements between the Employer and the Union). Except where specifically noted, all other terms and conditions of the Basic Agreement apply.

**Section 7(b). Seniority:** It is understood that provisions of the Basic Agreement covering shall be modified to provide that seniority under this Letter of Understanding is to cover Food Court Employees only (within their own group) and all Food Court employees shall have separate seniority for all purposes. Specifically, it is clearly understood and agreed that all Food Court Employees shall have seniority with covered Food Court operations, and there shall be no overlapping seniority rights or claims of any kind between Food Court Employees and other employees covered by the Basic Agreement.

**Section 7(c). Wages and Related Items:** Food Court Clerks shall be paid under the following wage schedule and shall advance based upon actual hours worked. A Food Court Employee is an employee that has the knowledge and ability to work in an operation newly designed by the Employer as a food court adjacent to a food store, specifically, "Max's Bagel Bakery and Soup Kitchen." Such employees will be involved in the final preparation of breads, bagels, or other baked goods (bake-off, boil or finish), specialty sandwiches and salads, salad bar, specialty soups, specialty coffee, and other beverages, in addition to the sale of such items, and other items such as lottery tickets, newspapers, magazines, candy, and other baked goods at a register included within this department. If Food Court Clerks are assigned an individual drawer at this register, they will be paid the premium and follow the policies relating to shortages for Cashiers contained in the Supplemental Agreement of the Basic Agreement. It is further understood that incidental purchases from the grocery store may be rung at this register in addition to the normal purchases made from this department. The minimum hourly rate for Food Court Clerks will be as follows, and will remain in effect for the entire remaining term of the current Agreement:

<b>Food Court Clerk</b>	<b>Effective 1-5-03</b>	<b>Effective 9-14-03</b>	<b>Effective 9-12-04</b>
Start	\$ 5.95	\$ 6.05	\$ 6.15
30 calendar days	6.15	6.25	6.35
6 months (1040 hours)	6.25	6.35	6.45
12 months (2080 hours)	6.45	6.55	6.65
18 months (3120 hours)	7.30	7.45	7.60
24 months (4160 hours)	8.20	8.40	8.60
30 months (5200 hours)	10.25	10.55	10.85

Specifically, all Food Court Clerks who are actively employed at the top rate (having thirty [30] or more months of continuous service) or more as of September 26, 2002, shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and thereafter shall receive minimum increases of thirty cents (\$.30) per hour effective September 14, 2003, and thirty (\$.30) per hour effective September 12, 2004. Provided, further, that all Food Court Clerks who are actively employed as of September 26, 2002 (and who have completed their probationary period prior to that date) and who at that time have less than thirty (30) months of continuous service shall receive a minimum increase of forty cents (\$.40) per hour or the progression service rate, whichever is higher, effective January 5, 2003, and then shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Food Court Clerks and all Food Court Clerks hired after September 26, 2002 (including those who complete their probationary period after that date) shall progress through the contract progression wage schedule (brackets) until they reach top rate.

**Section 7(d). Student Employees:** It is understood that the Employer may employ Student Employees as Food Court Clerks, who are hired when they are students in High School. Such employees will be permitted to perform all the duties of Food Court Employees (unless prohibited by law). Such employees will have no automatic right of advancement to the Food Court Clerk classification upon graduation, but such a Student Food Court Clerk may continue to work in this Student classification until a bona fide opening is available as a Food Court Clerk. At that time, the graduated student will be given the opportunity to move into the new position, as a new employee, receiving one-half (%) of their total experience hours as a Student Employee to a maximum of 2080 hours as credit to the normal progression for Food Court Clerks. The seniority date for such reclassified Students shall be their original date of hire. Health and Welfare contributions for such reclassified Students shall begin in the third (3rd) month following reclassification. It is further understood that Food Court Student Employees are not included in the limitation of Student Employees covered in Article IX, Section 8 (b) of the Basic Agreement.

The minimum hourly rate of pay for the Food Court Employees shall be based on their months of service, and shall be

the same as Student Employees covered in Article IX, Section 8(b) of the Basic Agreement.

**Section 7(e). Head Food Court Clerk-Assistant Head Food Court Clerk:** It is further agreed by the Employer that such Food Court operation shall employ a Head Food Court Clerk and an Assistant Head Food Court Clerk. The Head Food Court Clerk shall receive a premium of seventy-five cents (\$.75) cents per hour above his or her regular hourly rate and the Assistant Head Food Court Clerk shall receive a premium of twenty-five cents (\$.25) cents per hour above his or her regular hourly rate. It is further agreed that when such employees are absent due to vacation or illness, or other permitted leaves of absence of at least one (1) week in duration, that the employee filling such position will receive the above-stated premiums.

**Section 7(f). Health and Welfare-Pension:** It is further agreed that Food Court Clerks will be covered under the same Health and Welfare and Pension provisions of the Clerks Basic Agreement which apply to Bakery Clerks.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22nd day of April, 2003.

**FISHERS FOODS OF CANTON, OHIO**

Frank W. Buck, Chairman

John Halkias, Vice President of Human Resources

**UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL No. 880**

James B. Jerele, President

Thomas H. Robertson, Secretary-Treasurer

#### **NON-FOOD CLERKS SUPPLEMENT**

##### **Purpose of Supplement**

The intent and purpose of this Supplement between the members of the Akron-Canton Food Industry Committee, separately and collectively (ACFIC), and United Food and Commercial Workers Union Local No. 880 is to promote and improve labor-management relations between them. To the extent practicable, the terms of the Labor Agreement between the ACFIC and the Union apply unless specifically modified by this Supplement.

1. Non-Food Clerks shall be covered under the following wage schedule:

<b>Non-Food Clerks</b>	<b>Effective 1-5-03</b>	<b>Effective 9-14-03</b>	<b>Effective 9-12-04</b>
0 - 30 days	\$ 5.85	\$ 5.95	\$ 6.05
31 days - 3 months	6.05	6.15	6.25
3 - 9 months	6.55	6.65	6.75
9 - 18 months	7.30	7.45	7.60
18 - 24 months	8.00	8.15	8.30
Over 24 months	9.90	10.10	10.30

Provided that all Non-Food Clerks who are actively employed as of September 26, 2002 shall receive minimum increases of twenty-five cents (\$.25) per hour effective January 5,

2003, twenty cents (\$.20) per hour effective September 14, 2003, and twenty cents (\$.20) per hour effective September 12, 2004. All Non-Food Clerks hired after September 26, 2002 shall, for the term of this Agreement, advance through the contract progression wage schedules (brackets) until they reach the top rate.

2. In each store which employs Non-Food Clerks, a Non-Food Lead Clerk shall be designated. The Non-Food Lead Clerk shall receive a premium of sixty cents (\$.60) per hour (to be added to that employee's regular hourly Non-Food Clerk rate).

3. The Non-Food Clerks classification shall be subject to the following conditions:

- a. This classification and wage schedule shall apply only to employees who are hired on or after October 11, 1996, and shall have absolutely no application to any employees hired prior to that date.
- b. The duties of Non-Food Clerks shall be limited exclusively to non-foods products sold within retail food stores (e.g., general merchandise, health and beauty aids, etc.), and any employee who has work duties which cover both non-foods and food products, except a Part-time Grocery Clerk, must be classified and paid under the regular classification of Checker-Clerks.
- c. It is the responsibility of each Company to comply with the conditions governing the Non-Food Clerks classification, and any Company which is guilty of repeated violations of those conditions shall be subject to meaningful penalties under the Industry-Union Standing Committee set forth in Article XVI of the basic collective bargaining Agreement (including possible loss of the classification).
- d. The "Supplement Agreement to the Fred W. Albrecht Grocery Company" modifies the terms of this Non-Food Clerks Supplement applicable to Non-Food Clerks employed by the F. W. Albrecht Grocery Company.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22nd day of April, 2003.

**AKRON-CANTON FOOD INDUSTRY COMMITTEE**  
Frank W. Buck, Chairman

**UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL No. 880**  
James B. Jerele, President  
Thomas H. Robertson, Secretary-Treasurer

## **IMPORTANT INFORMATION**

### **Withdrawal Card**

You should contact the Local 880 office promptly if you:

- Quit, are terminated, or are on layoff, sick leave, military leave, or personal leave; and
- Have not worked in one or more calendar months.

If you are current on dues and your initiation fee has been paid in full, you will be issued a withdrawal card — at no cost — on request. Withdrawal cards are valid in any UFCW local and they have no expiration date.

Failure to obtain a withdrawal card could result in your having to pay an initiation fee if you return to work.

### **Grievances**

A grievance is a complaint by a union member that an employer has violated a contract provision. Your contract provides a mechanism for resolving violations or differences in interpretation: the grievance procedure.

To report a grievance, contact your Steward or Local 880 Union Representative, who can advise you, investigate the facts of the grievance, and assist in resolving it.

### **Union Business Meeting**

Keep informed and make your viewpoint known — attend your union meetings. Regular meetings are held during the year at locations throughout Local 880's jurisdiction. The meetings are announced in Local 880's newspaper, *The Voice*.

### **Change of Address or Name**

If you change your name or address, notify the Local 880 office promptly. Doing so will ensure that you receive important mail from the Union, like material about contract negotiations, union meeting notices, and union publications.

**NOTES**

*This Book Belongs To:*

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**LOCAL 880 DIRECTORY**

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**Cleveland** ..... 216-241-5930  
..... 800-241-5930  
2828 Euclid Ave., Cleveland, Ohio 44115

**Akron** ..... 330-645-2880  
..... 800-523-4771  
3435 Fortuna Drive, Akron, Ohio 44312

**Cleveland H&W and Pension** 216-241-2828  
..... 800-241-2828  
2828 Euclid Ave., Cleveland, Ohio 44115

**Akron H&W and Pension** ... 330-644-8181  
..... 800-551-0007  
3435 Fortuna Drive, Akron, Ohio 44312

**Cleveland Credit Union** ... 216-241-5930  
..... 800-241-5930  
2828 Euclid Ave., Cleveland, Ohio 44115

**Akron Credit Union** ..... 330-645-0362  
..... 800-523-4771  
3435 Fortuna Drive, Akron, Ohio 44312

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**E-Mail** ..... [local880@apk.net](mailto:local880@apk.net)

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