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THIS AGREEMENT, MADE BY AND BETWEEN
THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.
SUN STORES, SAV-A-CENTER, SUPER FRESH
and
LOCAL 400

ees = 1,200

K # 6710

Chartered by the United Food & Commercial Workers International Union, A
Effective: April 23, 1996 Expiration: March 25, 2000

TABLE OF CONTENTS

AGREEMENT.....	1
WITNESSETH.....	1
MANAGEMENT AUTHORITY.....	1
RECOGNITION.....	1
UNION SECURITY.....	1
SENIORITY.....	2
HOURS AND OVERTIME.....	2
WAGES AND EMPLOYEE CLASSIFICATIONS.....	3
COURTESY CLERKS.....	3
NIGHT CREW EMPLOYEES.....	3
WORKING CONDITIONS.....	4
VACATIONS.....	4
HOLIDAYS.....	4
LEAVES OF ABSENCE.....	5
JURY DUTY & LEGAL PROCEEDINGS.....	5
STORE CARD OR DECAL.....	5
SHOP STEWARDS.....	5
HEALTH AND WELFARE.....	5
PENSION.....	5
LEGAL.....	5
EMPLOYEE INCENTIVE FUND.....	6
VOLUNTARY CHECKOFF OF UNION FEES & DEDUCTIONS.....	6
GRIEVANCE AND ARBITRATION.....	6
MILITARY SERVICE.....	6
NO STRIKES OR LOCKOUTS.....	6
INVALIDATION.....	6
JOINT LABOR MANAGEMENT.....	6
DURATION OF CONTRACT.....	6
APPENDIX "I".....	6
SCHEDULE "A" WAGES.....	7
SCHEDULE "B" WAGES.....	7
SCHEDULE "C" WAGES.....	7
SCHEDULE "D" EMPLOYEE INCENTIVE FUND.....	7
SCHEDULE "E" SAFETY AND HEALTH.....	8
SCHEDULE "F" EMPLOYEE THRIFT PLAN.....	8
SCHEDULE "G" SENIORITY AREAS FOR LAYOFFS.....	8
ADDENDUM - WARRENTON AND MANASSAS.....	8

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1.3 Should the Employer intend to substitute electronic checkout systems for existing equipment in any store, the Employer agrees to notify the Union in advance and to provide the Union a list of all employees regularly assigned to the store on the effective date of the utilization of said systems.

Said employees shall not be removed from the Employer's payroll as a result of the installation of such a system. Employees may continue to be transferred, assigned to other work, or laid off in accordance with the seniority provisions of this agreement provided the layoff is for reasons other than the installation of such a system.

1.4 The Employer further agrees that all fresh meat products will be cut, packaged, prepared and sold by the employees in the stores, covered by this Agreement.

Exceptions may be made provided the Union is notified in advance and given written assurance that no member's job will be eliminated as a result of such exception. The Union agrees that it will not withhold its Agreement.

For the purpose of this section "notified" shall mean a letter for each individual introduction of a class of product (e.g., boneless sub primal cuts of meat, deveined liver, rolled veal, etc.). "Member" shall mean full time employees on the payroll actively at work on the effective date of this Agreement or who are on leave of absence or who are sick or injured and return to work as elsewhere provided for in this Agreement. "Eliminated" means removed from payroll or reduced to part time and is not intended to refer to the nature of the work being performed by the employee. Employees may continue to be transferred, assigned to other work, or laid off in accordance with the seniority provisions of this Agreement, provided the layoff is for reasons other than the introduction of new products and/or new methods.

It is not the Union's intention to impede progress in our industry with respect to any new method of cutting and packaging meat, delicatessen and seafood products, and the necessity for change to accommodate a changing society.

The Union reiterates, therefore, its intention with respect to the "products clause", as follows:

The Employer may introduce new methods and new products, i.e., (make exceptions) provided it does the following:

1. Union must be notified in advance.
2. The Employer will list all new products or new methods in letter of notification.
3. The Employer will give written assurance that no member's job will be eliminated, in accordance with subparagraph 1.4.
4. The Employer will meet at the Union's request for the purpose of reviewing complaints and further compliance of this Section and Article.

If 1,2,3, & 4 above are complied with, the Union will not withhold its Agreement.

ARTICLE 2
Recognition

2.1 The Employer recognizes the Union as the exclusive bargaining agency for all of its employees, except guards, clericals and supervisors as defined in the National Labor Relations Act of 1947, as amended, in its retail food stores located within a radius of twenty-five miles of Washington, D.C. and in Prince Georges, Charles, St. Mary's, Calvert, and Montgomery Counties, and in Anne Arundel County south of South River from the Chesapeake Bay to State Highway No. 450, south of State Highway No. 450 from South River to Prince Georges County in Maryland. The counties of Prince William, Spotsylvania and Fauquier in Virginia, including the stores located in Manassas and Warrenton.

2.2 The Employer further agrees that if the Employer should establish a new food store, or stores, within the territories described in Paragraph 2.1, this Agreement shall apply to such a new store or stores. In the event the Employer engages in Department or Discount type stores, then the Employer and the Union shall negotiate as to the terms for wages, hours and working conditions for employees working in such stores.

2.3 All meat, fish or poultry, fresh, chilled, frozen, cooked or smoked, historically or customarily offered for sale by the Employer in its Retail Meat Departments, will continue to be handled by Meat Department employees.

2.4 All work and services connected with, or incidental to the handling or selling of all merchandise offered for sale to the public in the Employers' retail establishments covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above, for which the Union is recognized as the collective bargaining agency by the Employer except such work as is currently performed at the point of delivery by driver-salesmen in servicing retail markets with perishable bakery products, greeting cards, magazines, beverages and potato and corn chips directly from the delivery vehicle. Further excepting that representatives of a company sponsoring special promotions may erect and stock initial special displays in connection with said special promotions. There shall be a limitation of three (3) times per year for promotional programs using persons other than employees of the Employer, provided, however, that such special promotions must be area-wide promotions. The Employer shall notify the Union in writing prior to the beginning of any promotional program. The application of this provision shall in no way restrict the work which may be performed by the Store Managers and Super Market Services, Inc. for health and beauty aids and general merchandise.

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

ARTICLE 3
Union Security

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

3.2 Upon failure of any employee to become and remain a member of the Union within the period and under the conditions specified in Para-

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of April, 1996, between SUN STORES, SAV-A-CENTER, SUPERFRESH, (hereinafter referred to as "Employer"), and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 400 of Landover, Maryland, chartered by the United Food and Commercial Workers International Union, AFL-CIO (hereinafter referred to as the "Union").

This Agreement shall be binding on all signatories hereto, and their successors and assigns, whether such status is created by sale, lease, assignment or any other type of transfer or transaction. In consideration of the Union's execution of this Agreement, the Employer promises that its operations covered by this Agreement or any part thereof shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the Agreement of the successor to assume the Employer's obligation under this Agreement and to offer employment subject to the terms of this Agreement, to all of the Employer's then current employees, recognizing their accrued seniority for all purposes. Provided, that the Employer shall not be a guarantor or be held liable for any breach by the successor or assignee of its obligations, and the Union will look exclusively to the successor or assignee for compliance with the terms of this Agreement. The foregoing shall be applicable in cases only where the Employer sells or transfers more than 10% of the facilities covered under this Agreement, and shall not apply in cases of store closing.

WITNESSETH

WHEREAS, the Employer and the Union in the performance of this Agreement agree not to discriminate against any employee or applicant for employment because of race, color, religious creed, origin, age or sex.

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

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

ARTICLE I
Management Authority

1.1 The authority and responsibility for management of the business, including but not limited to the planning, direction and control of the work force shall repose exclusively in the Employer and its appointed representatives except as provided in this Agreement.

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

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graph 3.1 above, the Union shall notify the Employer, in writing, of such failure and the Employer shall, within seven (7) days of receipt of such notice, discharge any such employee as provided in the Labor Management Relations Act of 1947 as amended.

3.3 The application of Paragraph 3.1 above, is deferred in any jurisdiction where the Union Shop is not permitted by law, except for the purpose of representation, unless and until such law is declared unconstitutional or is repealed or otherwise becomes inoperative as to the operations of the Employer.

3.4 The Employer will notify the Union in writing as soon as possible within twenty-five (25) days from the date of employment, reinstatement, or transfer into the bargaining unit of any employee, of the name of such employee, the home address, place of employment, social security number and job classification (full time or part time), and the date of employment, reinstatement, transfer, termination, or change in status from part time to full time or full time to part time.

ARTICLE 4 Seniority

The seniority provisions of this article shall be applied in the same manner as the seniority articles in the respective parties' collective bargaining agreements prior to the execution of this collective bargaining agreement.

4.1 Seniority for the purpose of this Agreement shall be calculated by continuous service from the last date of employment (except as otherwise provided). Separate seniority lists for all full time Grocery, full time Meat Department employees, part time Grocery and part time Meat Department employees shall be set up by the Employer and shall be furnished to the Union upon request.

4.2 The Employer recognizes the principle of seniority as being one in which the movement of an employee from one job to another through promotion, layoff, recall after layoff is affected. Decisions shall be based primarily on skill and ability, but when these are reasonably equal, the employee having the greatest seniority shall receive the preference.

4.3 Seniority shall be on a store by store basis. In the event of layoffs or reductions in the work force, employees shall exercise their seniority within the store except as hereinafter outlined:

In the event of a store closing due to a replacement store being opened, the employees shall be transferred into the replacement store at their rates of pay and benefits.

In connection with reductions from full time or layoffs for employees hired prior to November 9, 1986, seniority shall first apply to the store, then the seniority areas set forth in Schedule "G".

4.4 In all layoffs the ordinary rules of seniority shall prevail with due consideration being given to the job classification, fitness for the work involved, and the practicability of applying the rules of seniority in the particular case. Employees laid off for periods of less than one (1) year shall have preference to reinstatement in the reverse order. The service record of such reinstated employees shall not be interrupted. Sick leave does not count as layoff. A full time employee shall have seniority over a part time employee to the extent that a full time employee who is laid off in order of seniority may claim a part time schedule calling for a reduction of hours provided due consideration is given to job classification and to fitness to perform the work involved. Part time employees shall have seniority over other part time employees under the same conditions.

Before a Journeyman Meat Cutter can be reduced to part time or laid off within the store, all apprentices must be laid off within the store. Where the application of this provision creates a hardship or operational problem the Union agrees to discuss and resolve the problem.

4.5 Seniority and the employee's ability to perform the work shall be given consideration in regard to promotion within the bargaining unit. If the employee fails to qualify within a reasonable time for the upgraded position he or she will be afforded the opportunity to return to his or her former classification without loss of seniority. The Employer will notify the Union of all promotions to Department Head Classification.

4.6 Full time employees to be reduced to part time may exercise their right to a complete layoff without prejudice to their right to recall. When a full time employee is involuntarily/voluntarily reduced to part time he shall continue to accrue seniority as though he was still full time.

4.7 A Meat Department employee laid off or reduced to part time out of his seniority turn shall receive pay for all time lost, provided the layoff or reduction is not at the employee's request. Likewise, any part time employee who has requested full time in accordance with this paragraph, and who is bypassed in seniority when a full time opening occurs shall be paid for all lost earning opportunity provided the bypass was not at the request of the employee.

4.8 Any employees transferred into the bargaining unit from any other part of the Company shall retain their last employment date for the purpose of computing benefits, but their seniority date shall be otherwise established as of the day they commenced working in the bargaining unit.

4.9 Part time employees desiring full time work and lower classified food employees desiring to be upgraded in classification shall be given preference for such work in accordance with the following procedure.

Employees who desire upgrading as described above shall notify the Employer in writing with a copy to the Union, during the periods March 1st to March 21st and September 1st to September 21st each year. Such letters shall remain valid for eighteen (18) months.

The first consideration for any such vacancies shall be given to employees with a current request in order of the employee's seniority with ability to do the work to be considered. However, full time night crew employees will be given priority consideration for available full time day vacancies within the food clerk classification.

When the file of request letters has been exhausted, all employees regardless of the length of service will be considered for available openings on a store-by-store basis before seeking outside applicants.

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

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

Part time employees who are promoted to full time will receive credit for time worked on the basis of one (1) full time week credit for every two (2) weeks of part time service and the employees full time seniority date will be adjusted accordingly.

The Employer and the Union agree to exchange a list of part time employees requesting full time jobs during the months of January and July of each year. The list will contain the employee's name, social security number, store number, and the date the letter was received by their respective office.

4.10 The Union shall be notified of all full time openings.

4.11 Employees promoted to an upgraded position shall suffer no loss in their wage rate.

4.12 If the Employer closes a store or stores for any reason, employees hired prior to November 9, 1986, working in said store will be offered employment in any of the Employer's stores within the jurisdiction of the Union set forth in Article 2.

ARTICLE 5 Hours and Overtime

5.1 The guaranteed basic work week for all full time employees shall be forty (40) hours per week, consisting of five (5) eight (8) hour days.

5.2 For the purpose of this Agreement the basic work week shall be from Monday through Saturday, inclusive.

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

5.4 All time worked by an employee in excess of eight (8) hours in any one (1) day, five (5) days in one (1) week, or forty (40) hours in any work week, or in excess of the thirty-two (32) hours in any week in which one of the specified holidays fall, shall be deemed overtime. Such overtime work shall be paid for at the rate of time and one-half (1-1/2) the employee's regular rate of pay, but the employee shall not be compensated for both daily and weekly overtime. Hours which qualify for Sunday premium pay as provided in Paragraph 5.11 of this Article shall not be included in computing weekly overtime.

Part time employees who are scheduled for five (5) days in one (1) week, and who are called into work on their scheduled day off shall receive time and one-half (1-1/2) for all hours worked on said scheduled day off, provided said employee remains available to work the remainder of his schedule for that week.

5.5 Employees who work an eight (8) hour shift shall work eight (8) hours in a period of either eight and one-half (8-1/2) or nine (9) consecutive hours and shall be granted an uninterrupted meal period of either one (1) or one-half (1/2) hour beginning not before three (3) hours of work nor later than five (5) hours of work. A one-half (1/2) hour meal period shall be assigned only by mutual agreement. Employees who work a shift of less than eight (8) hours but more than five (5) hours shall, upon request, be granted an uninterrupted meal period of one-half (1/2) hour, not before three (3) hours of work nor later than four (4) hours of work.

The lunch period specified in the above paragraph may be waived (without pay) by mutual agreement between the employee and the Employer.

5.6 Any employee instructed to work their meal period shall receive pay for that period of time at the rate of one and one-half (1-1/2) times the regular rate of pay.

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

5.8 There will be no split shifts.

5.9 Any full time employee who works later than 6:00 p.m. more than three (3) nights in any week shall be paid time and one-half (1-1/2) for the hours after 6:00 p.m. on the fourth (4th) or subsequent nights even though they may be a part of the regular shift.

5.10 Any time worked after 1:00 a.m. or before 4:00 a.m. shall be paid at the rate of time and one-half (1-1/2) of the employee's regular rate of pay, except for employees on the night crew.

5.11 Work performed on any of the holidays specified in Article 11 shall be compensated for at the rate of time and one-half (1-1/2) the employee's regular rate of pay, which shall be in addition to the straight time pay provided for the holiday. Work performed on Sunday shall be compensated for at time and one-half (1-1/2) the employee's rate of straight time pay. All terms and conditions of this Agreement shall apply to work performed on Sundays and holidays.

5.12 All work to be performed on Sundays and holidays may first be offered to employees who have not been scheduled the basic work week (forty hours). This work shall be offered on the basis of seniority with due consideration given to job classification and fitness for the work required. In the event there are insufficient volunteers within the aforementioned group, said work shall be assigned by inverse seniority within this group of employees. In the event it becomes necessary to work full time employees on Sundays or holidays, the work shall be offered first to full time employees on the basis of seniority with due consideration given to job classification and fitness for the work required.

Full time employees shall be offered eight (8) hours if work is available, and if the store is open for eight (8) hours. Part time employees shall be offered not less than four (4) hours. Any employee accepting Sunday or holiday work shall work not less than four (4) hours. Employees shall not be discriminated against for declining Sunday or holiday work nor shall they be coerced into accepting it.

5.13 The Employer shall not discipline any employee for refusal to work unreasonable overtime. On days where overtime is worked it shall be offered to employees on a seniority basis with due consideration being given to job classification and ability to do the work. On days where overtime is worked and a second meal period is taken it shall consist of one-half (1/2) hour duration only.

5.14 No part time employee shall be scheduled for less than four (4) hours in any one (1) day.

5.15 Part time employees who report to work pursuant to instructions and are not given work shall be paid for their scheduled hours, but in no event for less than four (4) hours except for those stores closing at 6:00 p.m.

5.16 Full time employees reporting for work at their scheduled time or on instructions from their Employer shall be guaranteed eight (8) hours at straight time rate of pay for the employee's scheduled work days and four (4) hours with pay for non-scheduled days at the overtime rate of pay.

5.17 The Employer agrees to post a weekly work schedule, in ink, with employees' names listed in order of seniority, and in a conspicuous place by noon on Saturday of the week preceding the week for which the schedule is effective, of working hours specifying the starting and finishing times and regular days off. The schedule shall contain the employees' full names and shall have the scheduled hours of each employee totaled at the end of the column. The schedule for the night crew and those scheduled off on Saturday must be posted prior to the end of those employees' scheduled shift on Friday of the week preceding the week for which the schedule is effective.

5.18 The schedule for all full time employees showing the starting and finishing time and regular days off shall not be altered after it is posted, except by mutual agreement. Each full time employee shall regularly receive the same day off each week. A seven (7) day written notice must be given in order for a full time employee's regularly scheduled day off to be changed, except for holiday weeks. In the week following the holiday week, the regular schedule shall apply pertaining to days off.

In the Meat Department, the scheduling of nights (past 6:00 p.m.) and Saturday night for full time employees shall be done on a rotating basis as nearly equal as practical.

The schedule for a part time employee may be changed by notification to the employee prior to store closing the previous day.

A part time schedule shall be complete and reflect the anticipated basic need for the store's requirements for that week.

5.19 Part time employees shall be offered the weekly schedule with the most hours within a classification by seniority.

5.20 Employees working six (6) hours or more in a day shall receive two (2) rest periods of fifteen (15) minutes each, one (1) rest period to be in the first half of the work day, the second rest period to be in the second half of the work day as near as possible to the middle of each shift. Employees working less than six (6) hours in a day shall receive one (1) fifteen (15) minute rest period. The Employer will not intentionally prepare a schedule to avoid the requirement of a second rest period.

5.21 Employees who sustain an occupational injury requiring treatment by a doctor or hospital shall suffer no loss in pay for the day the injury occurs provided the employee returns to work unless otherwise instructed in writing by the attending doctor.

5.22 Eligible part time employees shall be scheduled a minimum of sixteen (16) hours work per week, provided that they are available to work said hours on a regular and continuing basis. The sixteen (16) hour minimum does not apply to probationary employees, students, part time employees holding another job, utility clerks, or employees not available.

The above paragraph sets forth minimums, but is not intended to be a guarantee where there are insufficient overall store hours to meet the minimums.

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

- A. Notice of the available position will be posted for seven (7) days within the store. Part time employees, within the department where the available position exists, who express in writing a desire to fill the full time position will be selected by seniority and ability to do the work.
- B. If the position cannot be filled in accordance with paragraph A above, other part time employees within the store may be selected on the same basis.
- C. If the position cannot be filled in accordance with paragraphs A or B above, an employee will be selected in accordance with Article 4.9.

The Company recognizes that given the individual lifestyle of each employee, certain work schedules are preferable. In this regard, the Company will make its best effort to consider seniority in the preparation and assignment of work schedules. The Union recognizes that the needs of the business take first priority.

ARTICLE 6 Wages and Employee Classifications

6.1 Wage scales are set forth in Schedules "A, B & C" attached hereto and made a part hereof.

6.2 The minimum wage provided in Schedule "C" shall apply to all new employees and each new employee is to be on probation for a period of sixty (60) days. If, during the probationary period, it is found that the new employee is not suitable for the business, his services are to be terminated at the Employer's discretion.

The service record of any new employee retained after the probationary period shall date from the time of such employee's original employment. The salary of such employee shall be retroactive to the date of employment.

6.3 An employee who has worked within the industry during the past three (3) years shall be credited with all previous supermarket experience in the same type of work, or in the case of general merchandising or bakery employees, all previous experience in a similar capacity, proven by verification or ability, which shall be recognized as seniority for the purpose of establishing the pay scale to which the employee is entitled. The Employer, employee, and the Union will make every effort to verify all previous experience on the employee's application. If, however, complete information cannot be obtained within the first three (3) months of employment, the pay scale shall be determined by the Employer on the basis of whatever verification of experience has become available and the employee's ability. The Employer agrees to notify the Union no later than forty-five (45) days after employment if complete verification of experience has not been obtained. The above applies except in the case of a journeyman or an apprentice who has not worked in the industry within the past three (3) years, who shall be given a jointly observed block test immediately following the thirty (30) day probationary period. The salary of such employee shall be retroactive to the date of original employment.

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

6.5 Department Heads may be assigned in stores where designated by the Employer and where assigned, they will be paid the prevailing rate as listed in Schedule "A, B or C".

The apprenticeship program in retail stores shall be two (2) years as provided in Schedules "B and C". An Apprentice is a person learning all the details and developing manual skills for performing the duties of a Journeyman Meat Cutter. He shall be given a meat cutting test jointly observed by representatives of the Employer and the Union within his twenty-third (23rd) or twenty-fourth (24th) month. If he fails to qualify at this time, he shall continue at the same rate of pay and be given another test at the end of his twenty-seventh (27th) month; if he fails to qualify at this time, he shall be terminated. It will be the Employer's responsibility to see that Apprentices are given the proper instruction and opportunity to learn the skills for performing the duties of a Journeyman Meat Cutter. Nothing will prevent the Employer from advancing an Apprentice to Journeyman before the end of the prescribed training program, if in the judgment of the Employer he is qualified. An employee entering the apprenticeship program shall suffer no reduction in pay.

6.6 The duties of Bakery Clerks shall be to promote the sales of the Bakery Department items and keep the department in an orderly condition and to perform other duties assigned by the Store Manager.

6.7 A Weigher and Wrapper is one who weighs, prices and wraps meat cut by a Journeyman or an Apprentice. He displays or places said meat in self-service cases or in storage. He may use a slicing machine for cutting cheese and luncheon meats; also use a knife for cutting liverwurst or any other luncheon meat that cannot be cut by the slicing machine. He is not, however, to cut beef, pork, veal, lamb, poultry or fish with a knife or any other automatic device nor assume any work other than the above, which normally is performed by Journeymen Meat Cutters or Apprentices. He, however, may perform general house cleaning chores, and also clean the cases, work tables, etc. To the extent practical, the Employer will use only Meat Weighers and Wrappers to perform their traditional duties as outlined above.

6.8 The duties of the Porter shall be limited to the general cleaning up of the store and carrying out of the customers' packages, but in no other

instance shall porters be required to handle, display, or sell any merchandise sold in the store.

6.9 The duties of Service Clerks will include making party platters all year, make sandwiches, vacuum pack in Deli express, cook hot food and rotisserie chicken and cut vegetables for prepared foods.

6.10 In stores with three (3) or more full time Meat Cutters, including the Head Meat Cutter, one shall be designated First Cutter. The First Cutter classification applies to the store and not to the individual.

6.11 The First Cutter shall relieve the Head Meat Cutter whenever the Head Meat Cutter is away from the store during his scheduled hours and shall be compensated at the Head Meat Cutter's rate beginning with the second (2nd) day of relief.

6.12 In stores where there is no First Cutter classification, in accordance with the formula that there must be three (3) Journeyman Meat Cutters including the Head Meat Cutter, the employee who relieves the Head Meat Cutter shall be compensated at the Head Meat Cutter rate beginning with the first day of relief, excluding the regular day off. The employee relieving the Head Meat Cutter on the Head Meat Cutter's regular day off will receive the First Cutter rate for that day.

6.13 A Meat Department bargaining unit employee shall be on duty until 8:00 p.m., or store closing, whichever occurs first, except that the department need not be manned during meal periods where there is only one (1) employee in the unit on duty that shift. No current meat department employee will suffer a reduction of hours solely as the result of implementation of this provision.

ARTICLE 7 Courtesy Clerks

7.1 Courtesy Clerks shall be guaranteed ten (10) hours work per week at no less than three (3) hours work per shift. Their duties shall be limited to bagging, parcel pick up, cleaning up around the checkout stand and parcel pick up areas, racking empty bottles, returning unsold merchandise, handling recycled newspapers and cans, and tearing off magazine covers, floor care and other cleaning duties (i.e., restroom and sweeping) anywhere in the store.

7.2 Eligible Courtesy Clerks will receive vacations as provided in Article 10 and three (3) hours pay for the legal holidays as provided for in Article 11.

7.3 It shall be a violation of this Contract for Courtesy Clerks to perform any duties other than those specified above. In order to remedy violations of this Section the parties agree as follows:

- A. The Employer shall post in each of its stores a notice to the employees signed by an authorized Employer representative instructing all employees of the duties of Courtesy Clerks, and instructing all employees that the performance of any other duties constitutes a violation of the contract.
- B. Upon the first violation of this Section, the Courtesy Clerk in the store involved shall be paid the regular clerk starting rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Courtesy Clerk duties.
- C. Upon a second violation in the same store, all Courtesy Clerks in the store involved shall be paid the regular clerks starting rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Courtesy Clerks duties.
- D. Upon a third violation in the same store, all Courtesy Clerks in the store involved shall be paid double the Courtesy Clerk rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Courtesy Clerks duties.

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

ARTICLE 8 Night Crew Employees

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

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

Any time worked by a member of a Night Crew prior to 8:00 p.m. or after 11:00 a.m. shall be paid at the rate of time and one-half (1-1/2) of the employee's regular rate of pay which shall be in addition to his night premium. For stores located in "quiet zones", one (1) employee on the night crew may be scheduled in at 8:00 p.m. at the straight time rate of pay for the purpose of unloading and staging the trailer.

8.3 When a majority of the Night Crew employees in any individual store, who by written mutual consent with the Employer choose to elect to report to work before 9:00 p.m. or beyond 10:00 a.m. shall be deemed to have waived the overtime provision of 8.2 and the premium provision of 5.10 for those hours covered by such election.

8.4 Each employee working on the night shift will receive an additional seventy-five cents (\$.75) per hour, which shall be over and above the regular rate of pay for the same or similar day job.

8.5 One (1) person other than the Assistant Manager or Department Head shall be designated as the employee in charge of the Night Crew. This employee shall not be replaced by any employee in a higher wage classification.

8.6 The employee in charge of the Night Crew will receive in addition to his night premium, an additional premium of fifteen dollars (\$15.00) per week. A Night Captain in charge of a store which is open for business on a twenty-four (24) hour basis shall receive an additional ten dollars (\$10.00) per week night premium (in addition to the fifteen dollars (\$15.00) per week Night Captain premium).

8.7 Part time employees may be assigned on a night shift, provided however, they must be assigned for a full shift of not less than eight (8) hours. Part time employees may be scheduled for less than eight (8) hours by mutual agreement.

8.8 The meal period for Night Crew workers shall be one-half (1/2) hour and the eight (8) hour shift shall be worked in a period of eight and one-half (8-1/2) consecutive hours.

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

8.10 Employees who want on or off the Night Crew shall bid as follows: A request must be in writing to the Employer and will be placed on the list referred to in Article 4.9. As day openings occur, the most senior employee on the combined list shall be assigned to the job provided the employee is available to work such hours on a regular and continuing basis.

Employees in the Meat Department who want on or off the night crew shall bid on or off on a seniority basis in a seniority territory. No new hires shall be employed until said bids are honored, provided that said employees do so in writing.

**ARTICLE 9
Working Conditions**

9.1 The Employer will furnish and launder such store linens as it desires worn by its employees. In the event the Employer provides dacron or similar type uniforms for employees, these garments may be laundered by the employee. Since this item of expense is intended to make the Employer's service more attractive to customers, members agree to cooperate by presenting a neat, clean, businesslike appearance while on duty in the store.

9.2 The Employer shall have the right to discharge or discipline any employee for good cause, including but not limited to, proven or acknowledged dishonesty, proven substance abuse, intoxication during working hours, drinking or gambling on Employer's premises, or direct refusal to obey orders by the Employer which are not in violation of this Agreement, provided, however, that no employee shall be discharged or discriminated against because of membership in the Union or for Union activities.

9.3 In the event that an employee's work is unsatisfactory, he shall be given at least one (1) written notice before disciplinary action is taken, and a copy of the notice shall be sent to the Union at the same time. Notices and warnings shall become null and void nine (9) months from the date of issue.

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

9.5 No employee shall suffer a reduction of hourly wage rates solely by the signing of this Agreement.

9.6 If a physical examination or health permit is required by the Employer or Local Government, all expenses attached to the same shall be borne by the Employer.

9.7 If any employee is required to work in more than one (1) store in the same day, the expense for necessary transportation shall be borne by the Employer. The time required for travel between the stores shall be included as a portion of the employee's work day and considered as time worked for all purposes. An employee on temporary assignment away from his regularly assigned store which requires additional transportation expense shall be reimbursed for such increased expense on the basis of eighteen cents (\$.18) per mile, except, however, when an employee chooses public transportation, except taxicabs, he shall be reimbursed only for the actual cost of such increased transportation. Temporary assignments will not exceed thirty (30) days except in cases of relief of an employee absent on extended sick leave.

9.8 No temporary transfer will be allowed in or out of Local 400's jurisdiction except in demonstrable emergency.

9.9 Employees shall be at their stores ready for work at their scheduled starting time, otherwise they are reporting late. They shall remain at their work until their scheduled quitting time. Employees shall be paid for all time worked. There shall be a time clock in each of the Employer's stores for the purpose of recording time worked. The Employer and the Union agree that a proven violation of established time clock rules, including working before punching in or after punching out, may subject such an employee to disciplinary action up to and including discharge. Furthermore, all time during which an employee is suffered or permitted to work or is required to be on duty on the Employer's premises at a given work place shall be considered hours worked, and recorded on the time cards.

9.10 Except by mutual agreement between the employee and the Employer, employees shall have a minimum of ten (10) hours off between the ending of their scheduled shift and the starting of their next scheduled shift. Any employee who works during this ten (10) hour period shall be paid for such time at the rate of time and one-half (1-1/2) their straight time rate of pay.

9.11 The Employer shall maintain two (2) first aid kits, fully equipped in each store to be available for all shifts worked. One (1) first aid kit shall be located in the Meat Department.

9.12 The Employer agrees to provide sufficient space on the store bulletin board for the posting of Union activities after approval by management.

9.13 No employee may be required to make up or be disciplined for cash register shortages, unless he is given the privilege of checking the change and daily receipts upon starting and completing the work shift.

9.14 No employee shall be required to make good any bad checks cashed unless said checks are cashed in violation of the Employer's rules and regulations, which have previously been given to the employee in writing.

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

9.16 The cleaning of the Meat Department and immediate working area shall be performed by employees of the Meat Department.

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

**ARTICLE 10
VACATIONS**

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

Annual Vacation	Pro-Rata Vacation On Termination
One week uninterrupted after one year	1/12 week for each additional month
Two weeks uninterrupted after three years	2/12 week for each additional month
Three weeks uninterrupted after seven years	3/12 week for each additional month
Four (4) weeks after thirteen (13) years	4/12 week for each additional month

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

10.3 Employees who for good and sufficient reason desire to take their three weeks uninterrupted vacation must request same in writing thirty (30) days prior to the date the vacation is to be taken. Such requests are subject to approval by both the Employer and the Union. Employees may take vacation in any of the fifty-two (52) calendar weeks, subject to management approval.

From January 1 to March 31 of each year, employees shall select their desired date for vacation for that year. Said selection will be awarded on a seniority basis within each department. After March 31, employees may select vacant weeks by seniority but may not bump less senior employees who have exercised their vacation selection during the bid period. Vacations requested after the bid period will be honored on a first come, first served basis.

10.4 Employees with three (3) or more weeks of vacation may choose to take one (1) week in days, with the approval of management. The Union recognizes that the needs of the business take first priority. Hours

paid as vacation paid in days shall not be included in the calculation of overtime in the week taken.

10.5 Vacation time shall be computed from date of employment or anniversary of vacation eligibility date, and shall be taken at a time convenient to both the employee and the Employer, and shall be paid at the rate of pay in effect at the time the vacation is taken. An employee who is absent from work for less than sixteen (16) weeks during his anniversary year shall receive his full vacation allowance, but if absent for reasons other than illness or for illness for more than sixteen (16) weeks or in the case of Worker's Compensation cases for more than six (6) months, he shall receive one-twelfth (1/12) his vacation entitlement for each full month worked during the anniversary year.

10.6 When a holiday designated in Article 11.1 occurs during the full time employee's vacation, the employee shall be entitled to an extra days vacation, or cash in lieu thereof, based on straight time pay for an eight (8) hour work day with due regard for the staffing requirements of the Meat Department.

10.7 Seniority of employees shall be the governing factor in selection of vacation dates. The vacation schedule of any employee cannot be changed except by mutual agreement, when it is less than sixty (60) days to the date the employee has selected. The vacation schedule shall be available on request by an employee.

10.8 Vacation pay is to be paid to the employee prior to the day the vacation begins. If the employee's vacation pay is not available when he is scheduled to leave he will be paid from store funds.

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

The method of calculating vacation for part time employees is to be based on the straight time hours worked during the preceding calendar year divided by fifty-two (52). If the employee is absent due to a Health and Welfare claim, the number of full weeks of absence is to be deducted from the fifty-two (52). Vacation weeks are to be considered as hours worked.

10.10 When a holiday designated in Article 11.1 occurs during a part time employee's vacation, he shall be paid five (5) hours holiday pay if he qualifies under Article 11.5 and 11.6.

10.11 Part time employees who change to full time will receive credit for the vacation earned on the basis of forty (40) hours being equal to one (1) week of work. In the computation of future vacations, credit shall be given for hours worked as a part time employee and the vacation anniversary date adjusted accordingly.

10.12 Full time employees changing to part time will continue their original vacation anniversary date and will receive part time vacation on the basis of average hours worked during the vacation year. The original employment date will be the basis for determining eligibility for vacation.

**ARTICLE 11
Holidays**

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

New Year's Day	Labor Day
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day

Work may be performed on any of the hereinabove mentioned holidays, however, work as such shall be compensated for at the rate of time and one-half (1-1/2) the employee's regular straight time rate of pay, which shall be over and above the regular straight time rate of pay as provided.

11.2 Mini-Vacations:

- A. After the completion of one (1) year's service, employees shall be entitled to one (1) personal holiday and after the completion of two (2) years service, two (2) personal holidays each calendar year.
- B. Personal days may be used for the purpose of Mini-Vacations. Employees shall be entitled to such days at a time of their choice subject to store seniority preference in the event of conflict of employee choice, however, not to interfere with staffing requirements of the Meat Department. Employees shall notify the Store Manager at least two (2) weeks in advance of his intention to use his personal days off for a mini-vacation.
- C. Employees shall notify the Store Manager at least two (2) weeks in advance of his intention to take a personal day off (except in case of using personal days for mini-vacation) and the employee shall receive such day off or a mutually agreed upon day off. In the event of a conflict of employee choice, seniority shall prevail.
- D. An employee who separates or is separated from the Employer's service, voluntarily or involuntarily (including but not limited to separation occasioned by voluntary or involuntary termination of the Employer's business), except when said employee is duly discharged for dishonesty, shall on separation, be paid for unused personal days on a pro-rata basis.
- E. Employees may use personal days for absence due to illness not otherwise compensated for under this Agreement.
- F. Such holidays shall be paid on the basis of five (5) hours pay for part time and eight (8) hours pay for full time.

11.3 Full time employees shall be granted holiday pay based on an eight (8) hour day.

11.4 To receive the aforementioned holiday pay, an employee shall be at work on the working day preceding and following such holiday, except for those on vacation or absence approved by the Manager. Holiday pay shall be given an employee who is prevented from working on his scheduled day before or his scheduled day after the holiday because of illness to the employee, or the employee's wife, husband, or child, of such a serious character as to require the employee to remain away from work. This seriousness must be attested to by a physician. Holiday pay shall be granted to an employee who does not work his scheduled day before or his scheduled day after the holiday in the event the employee's absence is caused by a verified accident. Provided, however, that in all events the employee must work at least one (1) day during the week in which the holiday falls in order to qualify for holiday pay.

11.5 All part time employees upon the completion of six (6) months but less than one (1) year of continuous service with the Employer shall be paid five (5) hours holiday pay at the straight time hourly rate provided one (1) of the holidays listed in Paragraph 11.1 above falls on a day he or she would normally be scheduled to work provided such employee works his or her scheduled work day before and after such holiday, Sundays excepted. Work schedules shall not be changed for the purpose of avoiding holiday pay. Where an employee is scheduled to work only one (1) day in a week and the holiday falls on that day, the one (1) day requirement shall be waived.

11.6 Part time employees with one (1) or more years of continuous service regardless of whether they are normally scheduled to work on the day that the holiday falls shall receive holiday pay for five (5) hours pro-

vided the employee works his last scheduled work day before and scheduled work day after the holiday. To be eligible for the holiday pay the employee must work at least one (1) day during the holiday week. Where an employee is scheduled to work only one (1) day in a week, the one (1) day requirement shall be waived.

11.7 There shall be no pyramiding of overtime and/or premium pay. Hours worked on Sundays or holidays shall be in addition to the normally scheduled work week.

ARTICLE 12 **Leaves of Absence**

Subject to the following conditions, employees shall be granted leaves of absence which shall not interrupt their service record.

12.1 Leave of absence shall be granted up to one (1) year without pay when an employee with six (6) or more months of continuous service is unable to work because of sickness, accident or pregnancy, and this leave shall become effective after the final sick benefit payment is made. The disability must be attested to by a registered physician. However, in the event such employee is unable to return to work at the expiration of his leave period, he shall be entitled to an additional leave of six (6) months if he submits satisfactory medical evidence that he will be able to return to his regular duties within the said additional period. The employee must give two (2) weeks notice in writing prior to the date he intends to return to work.

12.2 In the case of a death in the immediate family (namely, the death of a parent, spouse, child, brother, sister, grandparent, or parent-in-law) of any full time employee requiring the employee's absence from his regularly scheduled assignments, the employee shall be granted leave of absence with pay of three (3) scheduled work days.

12.3 In the case of a death in the immediate family (namely, the death of a parent, spouse, child, brother, sister, grandparent, or parent-in-law) of any part time employee requiring the employee's absence from his regularly scheduled assignments, the employee shall be granted leave of absence with pay up to three (3) days. When a part time employee's normal time off falls within the three (3) day period, he shall be reimbursed for the portion of the time normally scheduled for work.

12.4 Employees, full or part time, who serve in the National Guard or military reserve units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit in which they serve. Such employee shall give the Employer two (2) weeks prior notice.

12.5 Any member of the Union employed by the Employer who is elected to a permanent office in the Union or is assigned by the Union to a Union activity necessitating leave of absence, shall be granted such leave of absence and shall, at the end of the term in the first instance or at the end of his mission in the second instance, be given reemployment at his former wage rate plus any increase or less any reduction that may have become effective during his absence.

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

12.7 An employee covered by this Agreement who is promoted to a management position shall be granted a leave of absence from the bargaining unit. Such leave shall be granted for up to one (1) year and may be renewed annually by agreement between the Employer and the Union.

ARTICLE 13 **Jury Duty & Legal Proceedings**

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

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

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

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

ARTICLE 14 **Store Card or Decal**

The Union agrees to furnish to the Employer Union Store Cards and/or Decals for each of the Employer's stores. Such cards or decals shall remain the property of the United Food and Commercial Workers International Union and shall be surrendered to the Union upon demand. The Employer shall display such Union Cards or Decals in the Meat Department and a conspicuous area accessible to the public in each establishment covered by this Agreement.

ARTICLE 15 **Shop Stewards**

15.1 The Union shall have the right to appoint two (2) Chief Shop Stewards in each store whose duties shall be to report any irregularities to the Union. In no instance shall the Shop Steward be discriminated against for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer. Shop Stewards shall report all irregularities to the Store Manager prior to reporting same to the Union. In stores with more than 100 employees, the Union shall have the right to appoint two (2) Assistant Stewards.

15.2 Chief Shop Stewards may not be transferred from store or job assignment without written consent of the Union, except in cases of promotion. The Chief Shop Stewards shall have superseniority among all other employees for the purpose of layoff and recall only in their store. Further, the Shop Stewards shall not be threatened, coerced or intimidated for performing Union activities.

15.3 In the interest of promoting cooperative relations the Store Manager shall introduce each new employee in his store to the Union Shop Stewards within one (1) week after the new employee reports to work. Stewards shall give the new employee a copy of the contract and shall explain its operation. The Shop Steward may answer any questions the new employee asks him. They may request the new employee to join the Union and may make arrangements for the new employee to become a member.

15.4 The Union shall furnish to the Employer a complete list of Shop Stewards which shall be amended from time to time as may be necessary. The Employer agrees to grant two (2) days of paid leave each cal-

endar year, for each store, for Steward Training and Education; however, in no event shall more than two (2) Stewards be granted leave on any one (1) day or any Steward receive more than one (1) day leave for training and education per calendar year. The Union must notify the Employer at least two (2) weeks in advance thereof. The Shop Steward must upon returning from the leave present the Store Manager with written evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended.

ARTICLE 16 **Health and Welfare**

16.1 The Employer shall contribute to the FELRA and United Food and Commercial Workers Union Health and Welfare Fund the sum of three hundred sixteen dollars (\$316.00) per month for each appropriate full time employee on the Employer's payroll. The contribution by the Employer will commence with the first full payroll month following the completion of twelve (12) months of continuous employment with the Employer.

16.2 The Employer shall contribute to the FELRA and United Food and Commercial Workers Union Health and Welfare Fund the sum of one hundred fifty dollars (\$150.00) per month for each appropriate part time employee on the Employer's payroll. The contribution by the Employer will commence with the first full payroll month following the completion of twelve (12) months of continuous employment with the Employer.

After twenty-one (21) months of continuous employment, appropriate part time employees may apply for dependent coverage by submitting a request for payroll deductions to the Employer. The monthly rate to be paid by the employee shall be eighty-eight dollars (\$88.00). Subsequent increases in such rate shall be effective each January. The Employer shall increase the monthly contribution from three hundred thirty-eight dollars (\$338.00) on behalf of each part time employee who is eligible for dependent coverage and who has requested the appropriate payroll deduction.

After twenty-four (24) months of continuous employment, appropriate part time food, non-food and service clerks may apply for dependent coverage by submitting a request for payroll deductions to the Employer. The monthly rate to be paid by the employee shall be eighty-eight dollars (\$88.00). Subsequent increases in such rate shall be effective each January. The Employer shall increase the monthly contribution to three hundred thirty-eight dollars (\$338.00) on behalf of each part time employee who is eligible for dependent coverage and who has requested the appropriate payroll deduction.

After twenty-four (24) months of continuous employment, appropriate part time food, non-food and service clerks hired after April 23, 1996, may apply for dependent coverage by submitting a request for payroll deductions to the Employer. The monthly premium to be paid by the employee shall be thirty percent (30%); and the monthly premium to be paid by the Employer shall be seventy percent (70%).

16.3 Monthly contributions will be made on behalf of each employee who received compensation from the Employer during said month.

16.4 Thereafter, the Employer shall make monthly contributions in amounts determined by the Board of Trustees of the above Fund, so as to maintain current and existing benefits (as established in the negotiations of April, 1996) and further to provide a three (3) month financial reserve.

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

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

16.7 The Funds shall be governed by Boards of Trustees consisting of equal numbers to be designated by the Employer and the Union.

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

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

ARTICLE 17 **Pension**

17.1 The Employer shall contribute to the FELRA and United Food and Commercial Workers Pension Fund (hereinafter called the "Fund"), a total of fifteen cents (\$.15) per hour for all employees, excluding Courtesy Clerks. Courtesy Clerks who have completed twelve (12) months of service or who have been promoted, shall have contributions made on their behalf retroactive to their date of hire.

17.2 The Pension Funds and Plans shall be governed by Boards of Trustees consisting of equal numbers to be designated by the Employer and the Union.

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

17.4 It is agreed that the Pension Plans shall provide that it be mandatory that each employee covered by this Agreement shall retire not later than the first (1st) day of the month following his or her seventieth (70th) birthday.

17.5 It is agreed that all questions involving pensions not specifically set forth herein shall be determined by the provisions of the Agreement and Declarations of Trust governing the Plans.

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

ARTICLE 18 **Legal**

18.1 The Employer shall continue to make contributions to the United Food and Commercial Workers Union and FELRA Legal Benefit Trust Fund (hereinafter referred to as the "Fund") a total of thirteen dollars and seventy-five cents (\$13.75) for each appropriate employee who is on the Employer's payroll on the first day of each month. The monthly contribution by the Employer will commence with the first full payroll week of the month following the completion of twelve (12) months of continuous employment with the Employer.

18.2 Effective January 1, 1997, the Employer may increase such contribution to fourteen dollars and twenty-five cents (\$14.25) per month for each such employee if necessary to maintain benefit levels.

Effective January 1, 1998, the Employer may increase such contribution to fourteen dollars and fifty cents (\$14.50) per month for each such employee if necessary to maintain benefit levels.

Effective January 1, 1999, the Employer shall increase such contribution to a maximum of fourteen dollars and seventy-five cents (\$14.75) per month if necessary to maintain existing benefits.

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

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

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

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

**ARTICLE 19
Employee Incentive Fund**

19.1 The Employer shall contribute to an Employee Incentive Fund which shall be established in accordance with the specifications set forth in the attached Schedule "D".

19.2 The establishment and maintenance of the Employee Incentive Fund shall be conditional upon the approval of the Internal Revenue Service or a court of competent jurisdiction, if applicable, that the plan and any accompanying trust are exempt from taxation under the Internal Revenue Code, and the Employer's obligation to contribute shall be conditional upon the deductibility of such contributions for income tax purposes.

**ARTICLE 20
Voluntary Check-off of Union Fees & Deductions**

20.1 The Employer shall check-off initiation fees and dues from all members who authorize in writing such deductions and shall make every effort to remit the same to the Secretary-Treasurer of Local 400 not later than the first of the month following the deduction. Dues will be checked off weekly and remitted monthly.

20.2 The Employer agrees to deduct twenty-five cents (\$.25) per week and remit monthly to the Local Union's Active Ballot Club from employees who are members and who have signed deduction authorization cards.

The Union agrees to hold the Employer harmless from all legal claims or liabilities that may arise out of any erroneous deductions as a result of above check-off provisions.

20.3 Those Employers who do not currently have a Credit Union agree to honor the AFL-CIO Employees Federal Credit Union deduction authorization.

Credit Union deductions shall be remitted to the AFL-CIO Employees Federal Credit Union by the eighth (8th) of the month following the month for which the deductions were made.

**ARTICLE 21
Grievances and Arbitration**

21.1 Should a controversy, dispute or disagreement arise during the period of this Agreement concerning the interpretation of the provisions of this Agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the Agreement, there shall be no cessation or stoppage of work or lockout because of such controversy, dispute or disagreement, but the difference shall be adjusted in the following manner.

21.2 Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall, within three (3) days, commence discussion in an attempt to reach a settlement of the controversy.

21.3 If the matter is not amicably settled under 22.2 above, then either party may, on giving five (5) days notice to the other party:

1. Submit the matter to the Federal Mediation and Conciliation Service for a list of fifteen (15) arbitrators and the parties shall select therefrom one (1) arbitrator as follows: Each of the parties shall strike one (1) name from the list until a last name remains, each of the parties drawing lots to determine who shall be entitled to the first strike.
2. The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local or of the International or which may in any way affect or change the Union Security Clause, nor shall the arbitrator have the authority to effect a change in, modify, or amend any of the provisions of this Agreement or to make decisions or provisions covering wages or working conditions to be incorporated either in a new Agreement or any subsequent annual Agreement, except as hereinafter provided.
3. In the event that one (1) party should fail to make their selection of arbitrators within two (2) weeks after receipt of notification by the other party that their choices have been submitted, then the first choice of the selecting party shall be binding on the non-selecting party.
4. In the further event, should one (1) party fail to participate in the scheduled arbitration proceeding, the other party may proceed unilaterally and the decision of the arbitrator shall be final and binding upon all parties.

21.4 The provisions of no strike or lockout shall not be binding on either party if the other fails to abide by the decision of the arbitrator. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

21.5 All complaints must be filed, in writing, within thirty (30) days after occurrence of the matter in dispute or disagreement, provided that any complaints in reference to dismissal must be filed, in writing, to the Employer within ten (10) days from the date of dismissal. Complaints not filed within the limits herein specified shall have no right of appeal by any party involved.

21.6 During the consideration of such difference or misunderstanding, neither party shall use any coercive or retaliatory measures to compel the other party to accede to its demands.

21.7 Since it is the desire of the parties to expedite the handling of all grievances, they therefore agree that the time limits prescribed must be followed, unless agreed to by the Union and the Employer. The party failing to move forward as required shall be deemed to have withdrawn the grievance. All notices required herein shall be in writing.

**ARTICLE 22
Military Service**

The Employer will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States. At the time an employee leaves for military service, he shall receive whatever vacation pay is due him. The application of this provision will comply with the Military Selective Service Act of 1967 as amended. Upon return from military service, employee shall assume his original employment date and be entitled to his/her pro-rata vacation.

**ARTICLE 23
No Strikes or Lockouts**

There will be no strikes or lockouts during the existence of this Agreement. The Union agrees that during such time it will not order, but will

use every effort to prevent a concerted cessation of work by any of the employees of the Employer for any reason.

Except for:

- (1) Refusal to comply with the arbitration machinery set forth herein, or
- (2) Refusal to comply with the decision of the Board of Arbitration, or
- (3) Failure to reach an agreement in the negotiation of wages, hours and working conditions provided for in Article 2, paragraph 2.2 hereinabove. Nothing herein contained shall compel any employee to walk through a picket line, provided the picket line has the sanction of his own International Union.

**ARTICLE 24
Invalidation**

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision, provided, however, that upon such a decision the parties agree immediately to negotiate, a substitute for the invalidated Article, Section, or portion thereof.

**ARTICLE 25
Joint Labor Management**

The Union and the Employer agree to utilize a Joint Labor Management structure to provide a mutual basis for problem solving. It is further agreed to utilize outside (neutral) sources to provide guidance and advice to increase the effectiveness of this program. Such JLM program shall be implemented with the opening of the store or the conversion of a store to Superfresh.

The resulting JLM program will not become involved in disputes covered under the Grievance and Arbitration Procedure and will not conflict with any terms or conditions of this collective bargaining agreement and will not reduce any rights or privileges of the employee or Employer.

**ARTICLE 26
Duration of Contract**

This Agreement shall continue in effect from April 23, 1996, through March 25, 2000, and shall continue in effect from year to year after March 25, 2000, unless either party serves notice in writing on or before January 25, 2000, or on or before January 25, of any year thereafter of a desire for termination of or for changes in the Agreement. In the event either party serves such notice in respect to changes in the Agreement, the Employer and the Union shall immediately begin negotiations on the proposed changes, and that pending the termination of negotiations neither party shall change conditions existing under the Agreement, it being understood and agreed that either party may in its own discretion, by written notice, unilaterally terminate such negotiations whenever it so desires.

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

FOR THE EMPLOYER:

FOR THE UNION:

APPENDIX I

With the exception of the items listed below, the text of the contract will apply to those employees hired prior to October 30, 1983 (except as otherwise provided):

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

Classification	Employer Contribution
Full Time Grocery and Meat Employees hired prior to October 30, 1983, and Full Time Non-Food Employees hired prior to August 28, 1977.	\$663.00
Part Time Grocery and Meat Employees hired prior to October 30, 1983, and Part Time Non-Food Employees hired prior to August 28, 1977.	\$565.00
Full Time Non-Food Employees hired after August 28, 1977, and before October 30, 1983.	\$316.00
Part Time Non-Food Employees hired after August 28, 1977, and before October 30, 1983.	\$150.00/Individual Coverage \$338.00/Family Coverage \$88.00/Employee Co-Pay for family coverage
Full Time Courtesy Clerks hired prior to October 30, 1983.	\$316.00
Part Time Courtesy Clerks hired prior to October 30, 1983.	\$150.00/Individual Coverage \$338.00/Family Coverage \$88.00/Employee Co-Pay for family coverage.

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

Classification	Employer Contribution
Full Time Grocery and Meat Employees hired prior to October 30, 1983, and Full Time Non-Food Employees hired prior to March 1, 1964.	\$168.38/month
Part Time Grocery and Meat Employees hired prior to October 30, 1983, and Part Time Non-Food Employees hired prior to August 28, 1977.	\$ 62.34/month

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

Classification	Employer Contribution
Full Time and Part Time Grocery, Meat and Non-Food Employees hired prior to October 30, 1983.	\$.35 per straight time hour worked.

The Employer shall contribute to the United Food and Commercial Workers and Food Employers Labor Relations Association Severance Fund (hereinafter called "the Fund"), a total of ten cents (\$.10) per hour for all straight time hours worked for each appropriate employee. For appropriate employees hired after September 17, 1989, and prior to September 12, 1992, the hourly contribution will commence with the first full payroll month following the completion of twelve (12) months of continuous employment with the Employer.

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

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

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

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

**SCHEDULE "A" - WAGES
EMPLOYEES HIRED PRIOR TO OCTOBER 30, 1983**

CLASSIFICATION	4/28/96	9/22/96	4/20/97	9/21/97	9/20/98	9/19/99
Assistant Manager	\$250.00	\$500.00	\$500.00	\$16.80	\$17.30	\$250.00
Produce Manager	\$250.00	\$500.00	\$500.00	\$16.56	\$17.06	\$250.00
Bakery Manager	\$250.00	\$500.00	\$500.00	\$13.80	\$14.30	\$250.00
Meat Manager	\$250.00	\$500.00	\$500.00	\$17.30	\$17.80	\$250.00
First Cutter	\$200.00	\$500.00	\$500.00	\$16.55	\$17.05	\$200.00
Journeyman F-T	\$200.00	\$500.00	\$500.00	\$16.30	\$16.80	\$200.00
Journeyman P-T	\$200.00	\$250.00	\$250.00	\$16.24	\$16.74	\$200.00
Deli Manager	\$250.00	\$500.00	\$500.00	\$16.55	\$17.05	\$250.00
Seafood Manager	\$250.00	\$500.00	\$500.00	\$14.95	\$15.45	\$250.00
Head Cashier	\$250.00	\$500.00	\$500.00	\$15.75	\$16.25	\$250.00
Deli Clerks/W&W F-T	\$200.00	\$500.00	\$500.00	\$14.94	\$15.34	\$200.00
Deli Clerks/W&W P-T	\$200.00	\$250.00	\$250.00	\$14.68	\$15.08	\$200.00
Clerks F-T	\$200.00	\$500.00	\$500.00	\$14.94	\$15.34	\$200.00
Clerks P-T	\$200.00	\$250.00	\$250.00	\$14.68	\$15.08	\$200.00
Porters F-T	\$150.00	\$500.00	\$500.00	\$13.04	\$13.44	\$150.00
Porters P-T	\$150.00	\$250.00	\$250.00	\$12.94	\$13.34	\$150.00
Bakery F-T	\$150.00	\$500.00	\$500.00	\$13.11	\$13.51	\$150.00
Bakery P-T	\$150.00	\$250.00	\$250.00	\$12.95	\$13.35	\$150.00

**SCHEDULE "B" - WAGES
EMPLOYEES HIRED AFTER OCTOBER 30, 1983 AND BEFORE
NOVEMBER 9, 1986**

CLASSIFICATION	4/28/96	9/22/96	4/20/97	9/21/97	9/20/98	9/19/99
Assistant Manager	\$250.00	\$ 15.95	\$ 16.30	\$16.80	\$17.30	\$250.00
Head Cashier	\$250.00	\$ 14.82	\$ 15.17	\$15.67	\$16.17	\$250.00
Produce Manager	\$250.00	\$ 15.70	\$ 16.06	\$16.56	\$17.06	\$250.00
Bakery Manager	\$250.00	\$ 12.65	\$ 13.00	\$13.50	\$14.00	\$250.00
Meat Manager	\$250.00	\$ 16.45	\$ 16.80	\$17.30	\$17.80	\$250.00
First Cutter	\$250.00	\$ 15.70	\$ 16.05	\$16.55	\$17.05	\$250.00
Journeyman F-T	\$250.00	\$ 15.45	\$ 15.80	\$16.30	\$16.80	\$250.00
Journeyman P-T	\$200.00	\$ 15.39	\$ 15.74	\$16.24	\$16.74	\$200.00
Deli Manager	\$250.00	\$ 15.70	\$ 16.05	\$16.55	\$17.05	\$250.00
Seafood Manager	\$250.00	\$ 13.75	\$ 14.10	\$14.60	\$15.10	\$250.00
Deli Clerks/W&W F-T	\$200.00	\$500.00	\$500.00	\$13.55	\$13.95	\$200.00
Deli Clerks/W&W P-T	\$200.00	\$250.00	\$250.00	\$13.55	\$13.95	\$200.00
Clerks F-T	\$200.00	\$500.00	\$500.00	\$13.55	\$13.95	\$200.00
Clerks P-T	\$200.00	\$250.00	\$250.00	\$13.55	\$13.95	\$200.00
Porters F-T	\$150.00	\$500.00	\$500.00	\$11.70	\$12.00	\$200.00
Porters P-T	\$150.00	\$250.00	\$250.00	\$11.70	\$12.00	\$150.00
Courtesy Clerks		\$250.00	\$250.00	\$ 8.55	\$ 8.80	

Note — The Tier II dates for Store #900 are between October 31, 1983 and September 28, 1986.

**ARTICLE: SCHEDULE "C" - WAGES
EMPLOYEES HIRED AFTER NOVEMBER 8, 1986**

CLASSIFICATION	4/28/96	9/22/96	4/20/97	9/21/97	9/20/98	9/19/99
Assistant Manager	\$250.00	\$ 15.95	\$ 16.30	\$16.80	\$17.30	\$250.00
Head Cashier	\$250.00	\$ 14.82	\$ 15.17	\$15.67	\$16.17	\$250.00
Produce Manager	\$250.00	\$ 15.70	\$ 16.06	\$16.56	\$17.06	\$250.00
Bakery Manager	\$250.00	\$ 12.65	\$ 13.00	\$13.50	\$14.00	\$250.00
Meat Manager	\$250.00	\$ 16.45	\$ 16.80	\$17.30	\$17.80	\$250.00
First Cutter	\$250.00	\$ 15.70	\$ 16.05	\$16.55	\$17.05	\$250.00
Journeyman F-T	\$250.00	\$ 13.40	\$ 13.75	\$14.25	\$14.75	\$250.00
Journeyman P-T	\$200.00	\$250.00	\$250.00	\$12.80	\$13.30	\$200.00
Deli Manager	\$250.00	\$ 15.70	\$ 16.05	\$16.55	\$17.05	\$250.00
Seafood Manager	\$250.00	\$ 13.75	\$ 14.10	\$14.60	\$15.10	\$250.00
Deli Clerks/W&W F-T	\$200.00	\$500.00	\$500.00	\$11.60	\$12.00	\$200.00
Deli Clerks/W&W P-T	\$200.00	\$250.00	\$250.00	\$10.45	\$10.85	\$200.00
Clerks F-T	\$200.00	\$500.00	\$500.00	\$11.60	\$12.00	\$200.00
Clerks P-T	\$200.00	\$250.00	\$250.00	\$10.45	\$10.85	\$200.00
Porters F-T	\$150.00	\$500.00	\$500.00	\$ 7.15	\$ 7.40	\$200.00
Porters P-T	\$150.00	\$250.00	\$250.00	\$ 7.15	\$ 7.40	\$150.00
Courtesy Clerks		\$250.00	\$250.00	\$ 7.15	\$ 7.40	

CLASSIFICATION

**FULL TIME DELI WEIGHER/WRAPPER, SEAFOOD, BAKERY
AND FOOD CLERKS CURRENTLY IN PROGRESSIONS:**

	Current Rate	9/21/97	9/20/98
Start	\$6.00	\$6.00	\$6.00
6 Months	\$6.85	\$6.85	\$6.85
12 to 18 Months	\$7.65	\$7.65	\$7.65
18 to 24 Months	\$8.55	\$8.55	\$8.55
24 to 30 Months	\$9.05	\$9.05	\$9.05
30 to 36 Months	\$9.60	\$9.60	\$9.60
36 Months	\$11.20	\$11.60	\$12.00

Employees Hired After April 23, 1996:

	Current Rate	9/21/97	9/20/98
Start	\$6.00	\$6.00	\$6.00
6 Months	\$6.85	\$6.85	\$6.85
12 to 18 Months	\$7.60	\$7.60	\$7.60
18 to 24 Months	\$8.10	\$8.10	\$8.10
24 to 30 Months	\$8.60	\$8.60	\$8.60
30 to 36 Months	\$9.10	\$9.10	\$9.10
36 Months	\$9.60	\$9.60	\$9.60
42 Months	\$10.10	\$10.10	\$10.10
After 45 Months	\$11.20	\$11.60	\$12.00

**PART TIME DELI, WEIGHER/WRAPPER, SEAFOOD, BAKERY
& FOOD CLERKS CURRENTLY IN PROGRESSIONS:**

	Current Rate	9/21/97	9/20/98
Start	\$5.90	\$5.90	\$5.90
6 Months	\$6.45	\$6.45	\$6.45
12 to 18 Months	\$6.85	\$6.85	\$6.85
18 to 24 Months	\$7.40	\$7.40	\$7.40
24 to 30 Months	\$7.70	\$7.70	\$7.70
30 to 36 Months	\$8.45	\$8.45	\$8.45
36 Months	\$8.70	\$8.70	\$8.70
42 Months	\$8.95	\$9.30	\$9.70
After 45 Months	\$10.05	\$10.45	\$10.85

APPRENTICE FULL TIME & PART TIME:

	Current Rate	4/28/96
Start	\$6.15	\$6.15
6 Months	\$6.55	\$7.15
12 to 18 Months	\$7.25	\$8.15
18 to 24 Months	\$8.50	\$9.15
24 to 30 Months	\$9.55	\$12.00
30 to 36 Months	\$10.30	
36 Months	\$12.05	

CLASSIFICATION

SERVICE, GM & NON-FOOD CLERKS:

Start	\$5.70
6 Months	\$6.25
12 to 18 Months	\$6.55
18 to 24 Months	\$6.85
24 to 30 Months	\$7.15
30 to 36 Months	\$7.50
36 Months	\$8.50

**COURTESY CLERKS & PORTERS CURRENTLY IN
PROGRESSIONS:**

	4/28/96	9/21/97	9/20/98
Start	\$5.35	\$5.35	\$5.35
6 Months	\$5.80	\$5.80	\$5.80
12 to 18 Months	\$6.10	\$6.10	\$6.10
18 to 24 Months	\$6.40	\$6.40	\$6.40
24 to 30 Months	\$6.90	\$7.15	\$7.40

Employees Hired After April 23, 1996:

Start	\$5.35
6 Months	\$5.80
12 to 18 Months	\$6.10
18 to 24 Months	\$6.40
After 24 Months	\$7.20

Note — The Tier III date for Store #900 is September 29, 1986 and after.

- 1.) Each bonus is payable to employees at the top of their respective classification wage progression who are in pay status retaining seniority rights on the day immediately preceding the effective date of each bonus.
- 2.) Each bonus installment is payable no later than four (4) weeks from the effective dates.
- 3.) Wage increases apply to employees at or over the top in each progression.

Lead Person, Floral and Salad Bar, designated by the Employer shall receive fifty cents (\$.50) per hour over the top rate.

**SCHEDULE "D"
EMPLOYEES INCENTIVE FUND**

Section 1:

Effective with the date of this Agreement, there shall be created an Employee Incentive Fund ("Fund") which the Employer agrees to participate in and contribute to. Disposition of Fund assets shall be solely and exclusively controlled by members of the Union who are employees of the Employer. Selection of Fund Trustees shall be made pursuant to a procedure developed by the employees. The employees or their authorized agent shall have authority to direct the investment of the assets of the Plan to the maximum extent permissible under law.

Section 2:

Employer obligations for each store shall commence on the first sales day of the next sales period following the opening date of the store or conversion of the store to Super Fresh.

Section 3:

All Employer contributions for each store for the preceding year shall be made to the Fund (which shall be comprised of the combined contributions for all stores) within sixty (60) days after each annual anniversary date established in Section 2 above.

Section 4:

The amount of Employer contributions for each store shall be one percent (1%) of the store's total sales for the contract year, (contract year to mean 12 months from the date the store is opened or converted as Super Fresh), subject to adjustment as follows:

If the store's labor rate for the corresponding period is below nine percent (9%), the contribution rate shall be adjusted upward by one-twentieth of a percentage point (.05%) for each full one-tenth of a percentage point (0.1%) reduction below nine percent (9%). If the store's labor rate for the corresponding period is above ten percent (10%), the contribution rate shall be adjusted downward by one-twentieth of a percentage point (.05%) for each full one-tenth of a percentage point (0.1%) increased above ten percent (10%). For example, if the labor rate is 8.3, the contribution rate is 1.35%; if the labor rate is 11.1, the contribution rate is 0.45%. Under no circumstances shall the Fund be required to reimburse the Employer based on the store's labor rate.

Section 5:

The Plan and any accompanying Trust shall be exempt from income taxation, and the Employer's contributions shall be deductible for income tax purposes. In the event that for any reason the Fund cannot receive the continuing approval of the IRS with respect to the deductibility as an item of business expense of the Employer contribution thereunder, the amount of the Employer contribution for the period for which such contribution is required under this Agreement shall be paid directly to the employees in cash, as an employee benefit, by a formula to be mutually determined by the Employer and the Union.

A. ELIGIBILITY:

1. All employees who have completed twenty-four months of employment and who were working in the store the day the store opened or was converted to Super Fresh and were still working in the store on the anniversary date.
2. Those employees who were promoted out of store are eligible for hours worked in both stores, i.e. if employees worked 700 hours in store #A and 800 hours in store #B, he has credit for a 700 hour portion from #A and an 800 hour portion from #B.

- 3. Any former A&P employee who retires during the course of a plan year.
- 4. Any employee who dies during the course of a plan year.

B. DETERMINATION OF HOURS:

Only hours eligible are those hours worked from opening date of the store. Any hours worked prior to store opening, or conversion of a store to Super Fresh, must be deducted from the total.

C. DEFINITION OF LABOR:

- 1. all productive hours
- 2. vacation (regular and vested expense)
- 3. holiday
- 4. all payroll taxes
- 5. company benefits
- 6. company benefit expense for store non-bargaining unit employees, i.e. store manager.

**SCHEDULE "E"
SAFETY AND HEALTH**

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

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

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

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

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

**SCHEDULE "F"
EMPLOYEES' THRIFT PLAN**

Eligible full time employees covered by this Agreement who may have been eligible for and participated in the Great Atlantic and Pacific Tea Company Thrift Plan will continue to be entitled to any benefits which they may have or continue to be accruing since termination of the Plan, subject to the terms and conditions of the Plan Document.

**SCHEDULE "G"
SENIORITY AREAS FOR LAY OFFS & REDUCTIONS**

Area I	Area II	Area III
685	943	902
900	977	918
963	979	921
965	962	960
969	976	971
980		958

**ADDENDUM
WARRENTON & MANASSAS HEALTH AND WELFARE**

Health and Welfare benefits for employees in Stores #685 and #900 will continue to be provided on the same basis as the Health and Welfare benefits for the employees covered by the Super Fresh "Valley" Stores contract.

April 23, 1996

Mr. W. E. Zentgraf
Director Human Resources
Super Fresh Food Markets
3301 Annapolis Road
Baltimore, Maryland 21230

Memorandum of Agreement

Dear Mr. Zentgraf:

This will confirm our understanding regarding the following items negotiated in the 1996 agreement:

- 1. Stores competing against significant nonunion competition within a radius of five miles shall be identified as Zone B stores. Special conditions covering Zone B stores are the following:
 - A. The application of Article 2.4 is suspended.
 - B. The work of GM/Non Food clerks will include stocking baby food, paper plates and napkins, light bulbs, brooms and mops and metal ware.
 - C. The Employer agrees that no current employee will be laid off, reduced or lose hours as result of the application of paragraphs A & B.
 - D. The Union agrees that it will consider other contract modifications in severe competitive situations.
- 2. The Employer may randomly drug test RX Technicians in accordance with procedures agreed to by the Union.
- 3. The Union and the Company agree to discuss and implement certain contract modifications (i.e. split shifts, 4 ten hour shifts and combination day and night shifts) in order to encourage the creation of more full time jobs.
- 4. The Company agrees that former members of UFCW Local 400 employed within the retail food industry with current recall rights shall be given first consideration for employment. Furthermore, special consideration shall be given Union referrals with high seniority.
- 5. The Company recognizes that given the individual lifestyle of each employee, certain work schedules are preferable. In this regard, the Company will make it's best effort to consider seniority in the preparation and assignment of work schedules. The Union recognizes that the needs of the business take first priority.

FOR THE COMPANY:

FOR THE UNION:

W. E. Zentgraf

C. James Lowthers

Mr. W. E. Zentgraf
Director Human Resources
Super Fresh Food Markets
3301 Annapolis Road
Baltimore, Maryland 21230

Dear Mr. Zentgraf:

This will confirm our understanding regarding the following items:

- 1. Any Retiree who becomes reemployed by a FELRA employer shall be treated as a new hire except shall continue to be eligible for retiree health benefits and the employer shall not be obligated to make a contribution to the Health and Welfare Fund for such a retiree as an active participant.

Sincerely,
C. James Lowthers
President

FOR THE COMPANY:

W. E. Zentgraf

Date

LETTER OF UNDERSTANDING

1. It is understood that the ten percent (10%) exclusion in the agreement refers to ten percent (10%) of the Employer's stores at any given time and does not mean a ten percent (10%) exclusion over the term of the Agreement. For example: The Employer may sell ten percent (10%) of its stores at one time period and later sell ten percent (10%) of the adjusted number of stores at a later period.

- 2. It is understood that once a store has been closed for a thirty (30) day period or more, these provisions do not apply.
- 3. Further, these provisions do not apply if the store is sold, leased or assigned to any entity other than a retail grocery operator.
- 4. It is further understood that these provisions do not apply to a sale, assignment or lease of a store to Sun stores, Sav-A-Center stores or Super Fresh stores. However, in said case, the attached provisions concerning the sale, assignment or lease of Sun stores, Sav-A-Center, or Super Fresh stores shall apply.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING

The Company and the Union discussed the distribution of hours for part time employees and agree that the schedule for each store should provide the most senior part time employees with the greatest number of hours, within the definition of part time; with the balance of the employees scheduled to reflect the actual needs of the business, however, not less than the weekly minimum. It is not the intent of the parties to have all employees scheduled at the same weekly number of hours.

FOR THE UNION:

FOR THE EMPLOYER:

LETTER OF UNDERSTANDING

As a matter of clarification of the existing labor agreement, the parties agree to the following:

- 1. The successor employer shall offer to employ A&P employees in the facility and said employees shall maintain their existing seniority.
- 2. Those employees on the payroll prior to the conversion of Super Fresh (November 8, 1986) shall maintain their participation in the FELRA Health & Welfare, Pension, Legal and Severance Funds; and shall maintain their vacation and holiday entitlements and shall maintain Sunday and holiday premiums.
- 3. Employees promoted to Department Heads shall receive the applicable Department Head rates as follows:
 - a. Hired prior to October 30, 1983 Schedule "A"
 - b. Hired after October 30, 1983 Schedule "B"
 - c. Hired after November 8, 1986 Schedule "C"

FOR THE UNION:

FOR THE EMPLOYER:

April 23, 1996

Mr. W. E. Zentgraf
Director of Personnel
Super Fresh Food Markets
3301 Annapolis Road
Baltimore, Maryland 21230

Dear Mr. Zentgraf:

This will confirm our understanding regarding the following items:

- 1. Those employees hired prior to October 30, 1983, and formerly full time and involuntarily reduced to part time shall be entitled to claim daily average hours within their classification by seniority up to a maximum of thirty (30) straight time hours per week. It is understood that the thirty (30) hour maximum does not include Sunday hours.

Sincerely,
C. James Lowthers
President

FOR THE COMPANY:

W. E. Zentgraf

Date

April 23, 1996

Mr. W. E. Zentgraf
Director of Personnel
Super Fresh Food Markets
3301 Annapolis Road
Baltimore, Maryland 21230

Dear Mr. Zentgraf:

This will confirm our understanding regarding the following items:

- 1. With regard to Sections 4.3, 4.12 and Schedules "B" and "C" of the collective bargaining agreement, the November 9, 1986, (conversion date) shall read September 29, 1986 for Store #900.

Sincerely,
C. James Lowthers
President

FOR THE COMPANY:

W. E. Zentgraf

Date