

596 Members

6891

AGREEMENT
BETWEEN
GREAT ATLANTIC
AND PACIFIC TEA COMPANY, INC.,
SUN, SAV-A-CENTER OR SUPERFRESH
(BALTIMORE DIVISION)
AND
UFCW, LOCAL 27
1992-1996

Net on 1,000
Rm MC
5/16/94

INDEX

	ARTICLE	PAGE
ARBITRATION AND ADJUSTMENT.....	10	4
CHECKOFF.....	15	5
DURATION.....	22	6
FUNERAL LEAVE.....	14	5
HEALTH & WELFARE.....	16	5
HOLIDAYS AND SUNDAYS.....	8	4
HOURS AND OVERTIME.....	6	3
JURY DUTY.....	13	5
LEAVES OF ABSENCE.....	11	5
LEGAL.....	18	6
MANAGEMENT AUTHORITY.....	1	1
NO STRIKE, NO LOCKOUT.....	21	6
PENSION.....	17	6
RECOGNITION.....	2	1
SENIORITY.....	4	1-2
SEPARABILITY CLAUSE.....	20	6
SEVERANCE.....	19	6
SHOP STEWARDS.....	9	4
UNION SECURITY.....	3	1
VACATION.....	7	3
WAGES AND EMPLOYEE CLASSIFICATION.....	5	2
WORKING CONDITIONS.....	12	5
APPENDIX I.....		6
EXHIBIT "A-1" - TIER I - GROCERY.....		7
EXHIBIT "A-2" - TIER I - MEAT.....		7
EXHIBIT "B-1" - TIER II - GROCERY.....		7
EXHIBIT "B-2" - TIER II - MEAT.....		7
EXHIBIT "C" - TIER III.....		7
EXHIBIT "D" - QUALITY OF WORK.....		8
EXHIBIT "E" - EMPLOYEES INCENTIVE FUND.....		8
EXHIBIT "F" - LETTER OF UNDERSTANDING.....		8

5/16/94

AGREEMENT

This Agreement made and entered into this 30th day of September, 1992 between the Sun, Sav-A-Center, and Superfresh, Baltimore Division (hereinafter referred to as "Employer") and United Food and Commercial Workers Union Local 27, chartered by the United Food and Commercial Workers International Union, AFL-CIO CLC (hereinafter referred to as the "Union").

- A. This Agreement shall be binding upon the successors and assigns of the Employer herein whether such status is created by sale, lease, assignment or any other type transfer transaction, provided the transaction involves at least thirty five percent (35%) of the Employer's facilities covered by this Agreement.
- B. The documents evidencing the transfer transaction must contain provisions which require the retention in employment by the successor or assignee of no less than fifty percent (50%) of the bargaining unit employees who would otherwise be displaced by the transaction. Employees retained by the successor or assignee shall be subject to an initial sixty (60) day probationary period, during or at the end of which the employee may be terminated without recourse to the grievances and arbitration procedure as contained in Article 21 of this Agreement. Employees retained after successful completion of their probationary period shall be credited with their seniority accrued as employees of the Employer herein and with full service credit for all purposes.
- C. The foregoing paragraphs shall not apply in cases of store closing (more than thirty (30) days).

GENERAL

The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment.

ARTICLE 1
MANAGEMENT AUTHORITY

The authority and responsibility for the management of the business, including but not limited to, the planning, direction and control of the work force shall remain exclusively in the Employer and its appointed representatives, subject to the provisions of this Agreement.

ARTICLE 2
RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all of its employees (excluding Supervisory employees as defined in the NLRA) covered by this Agreement

coming under the jurisdiction of the United Food and Commercial Workers Union, Local 27. The Employer further agrees that if a new store or stores are opened within the jurisdiction of Local 27 this Agreement shall apply to such new store or stores.

Section 2. Employees who are hired and/or promoted into the Assistant Manager classification after ratification of this Agreement shall be exempt from the coverage of this Agreement. Employees classified as Assistant Managers as of the date of ratification shall have the option of either remaining in the bargaining unit or being exempt from coverage of the Agreement. This option shall be exercised before February 1, 1993.

Section 3. All work and services connected with, or incidental to the handling or selling of all merchandise offered for sale to the public in the Employer's 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 may be performed at the point of delivery by Driver-Salesmen in servicing retail markets with perishable bakery products, 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 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, Supervisory Employees and Supermarket Services, Inc. for health and beauty aids and general merchandise.

Section 4. It is agreed that only meat employees covered by this Agreement shall handle meats, poultry, fish or delicatessen products, whether fresh, frozen or smoked. The Employer agrees that all such products will be cut, packaged, prepared and sold by employees under the jurisdiction of this Union and that these employees will continue to handle such items as had been customarily handled in the past and which had been prepared and packed on or off the premises. Likewise all such products which heretofore customarily come to the Employer already packed by the producer or distributor shall be handled as heretofore.

The Employer further agrees that all fresh meat products will be cut, packaged, prepared and sold by the Meat Department 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 it will not withhold its agreement.

For the purpose of this paragraph, "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.).

The Union reiterates, therefore, its intention with respect to the "products clause," as follows: the Company may introduce new methods and new products (i.e., make exceptions) provided it does the following:

1. Union must be notified in advance.
2. Company will list all new products or new methods in a letter of notification.
3. Company will give written assurance that no member's job will be eliminated.

If 1, 2, and 3 above are complied with, the Union will not withhold its agreement. As always, the Union reserves the right to discuss with the Company any new method or product for the purpose of making such new introduction more readily and smoothly acceptable to the customers and to the members.

Greeting cards may be serviced by outside salesmen and representatives.

Section 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

Section 1. All employees shall, as a condition of employment, become and remain members of the Union on and after the thirty-first (31) day following the date of employment, or on and after the thirty-first (31) day following the effective date of this Agreement, whichever is the later.

Section 2. Upon failure of any employee to become and remain a member of the Union within the period and under the conditions specified in Section 1 above, the Union shall notify the Employer in writing, of such failure and the Employer shall immediately, upon receipt of such notice, but not more than seven (7) days thereafter, discharge any such employee as provided in the Labor Management Relations Act of 1947 as amended.

Section 3. The Employer may display in each store the Union Store Decal as furnished by the Union and agrees to surrender same upon demand of the Union.

Section 4. The Employer will notify the Union in writing, within thirty (30) 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, job classification, social security number and the date of employment.

Section 5. All employees newly hired or rehired after termination of their seniority shall be considered probationary employees for the first ninety (90) days of their employment. Seniority shall not accrue to the probationary employee until completion of his ninetieth (90th) day of employment at which time the probationary employee's seniority shall become established as of the date of his employment. During the said ninety (90) day probationary period, probationary employees shall be subject to layoff, recall, discipline, or termination of their employment at the discretion of the Employer without being subject to the grievance and arbitration procedure set forth in this Agreement.

Section 6. In the interest of promoting cooperative relations, the Store Manager shall introduce each new employee in his store to the Union Shop Steward within one week after the new employee reports to work. Stewards shall give the new employee a copy of the contract and shall explain its operation.

ARTICLE 4
SENIORITY

Section 1. Seniority for the purpose of this Agreement shall be calculated by continuous service from the last date of employment (except

otherwise provided). Seniority list for all full time Grocery Department employees and a separate list for all part time Grocery Department employees, also a seniority list for all full time Meat Department employees and a separate list for all part time Meat Department employees shall be set up by the Employer and shall be furnished to the Union upon request. Seniority areas governing this Agreement are outlined in Schedule D attached hereto and made a part hereof and apply to employees hired prior to November 7, 1986 in Baltimore or April 21, 1987 on the Eastern Shore. In connection with layoffs and store closings, seniority will first apply to store, then geographic area.

For employees covered by Schedule D, the following shall apply:

In connection with layoffs and store closings, seniority by classification will apply first to store then seniority area.

When a full time employee is involuntarily reduced to part time, he shall continue to accrue seniority as though he was still full time. When a full time employee voluntarily reduces himself in writing, his part time seniority is dated from the original date of hire.

Employees laid off due to store closings or reduction in employment shall be laid off as follows:

- A. The least senior full time employee in the job classification being reduced shall be laid off from his store. The full time employee so laid off shall have the right to displace the least senior employee of the same job classification within the seniority area. If there is no junior full time employee of the same job classification within the seniority area, any full time employee so laid off shall then have the right to displace the least senior part time employee of the same job classification within the appropriate seniority area, provided they can perform the available work.
- B. In recalling employees laid off and in placing employees who were reduced to part time back on full time, the ordinary rules of seniority shall prevail except as otherwise provided in this Agreement. In recalls from layoff, the Employer shall notify the employee by certified mail.
- C. Employees bumping as a result of layoffs, will be afforded the opportunity to return to their original store before a permanent employee of the same job classification is hired in said store.

Section 2. The Employer agrees to give a week's notice or a week's pay in lieu of a week's notice to full time employees with six (6) months service and three (3) days notice or three (3) days pay to part time employees with twelve (12) months service who are laid off due to lack of work. All employees likewise shall give a week's notice prior to intended resignation. It is mutually agreed that after termination notice has been given by either party, no new request for sick benefits shall be granted.

Section 3. Employees laid off due to the store closing or reduction of employment shall be laid off by order of the most recent hired and shall be rehired in the reverse order of the layoff, with due consideration given to job classification. Employees laid off and subsequently recalled within twelve (12) months will retain former seniority.

After twelve (12) months all employees who have been laid off, bumped, or those affected by a store closing or sale, shall be put on a preferential hiring list and they shall be given the right to the next available job opening before any new hired employee.

- (a) Full time employees to be laid off shall have the option of part time employment, and shall be placed at the top of the part time seniority list, or may take a complete layoff. They shall have the right of recall on any full time opening, provided they can do the work. Full time employees reduced from full time to part time through no fault of their own will retain their Health and Welfare insurance coverage for a period of six (6) months even if, they work fewer hours than specified in Article herein.
- (b) For the purpose of layoff and recall, Delicatessen Clerks, Weighers and Wrappers, Meat Apprentices and Seafood Clerks shall be considered in the same job classification and seniority group.
- (c) First Cutters and Journeyman Meat Cutters shall be considered in the same job classification and seniority group for layoff and recall purposes.
- (d) 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 and the Employer agree to discuss and resolve the problem.

Section 4. The Employer recognizes the principle of seniority as being one in which the movement of an employee from one job to another through promotion, demotion, layoff, recall after layoff, or permanent transfer, shall be governed by the length of service of the employee. In the matter of promotions, where experience and ability are reasonably equal, seniority shall be the governing factor.

Section 5. The Employer agrees to advise the Union of all increases, all terminations, and of all the dates of hire on a monthly basis.

Section 5.A The Employer will notify the Union of all promotions to Department Head classification.

Section 6. Part time employees who desire to obtain full time work shall request same, in writing, to the Company Office and the Union. When full time or part time openings occur, preference shall be given to part time employees based on seniority.

Section 6A. Part time employees desiring full time work and lower classified employees desiring to upgrade in classification shall be given preference for such work in accordance with the following procedure.

Employees desiring such work 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 employees seniority with ability to do the work to be considered.

Section 7. Part time employees who are promoted to full time shall 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.

Section 7A. Employees promoted to an upgraded position shall suffer no loss in their wage rate.

Section 8. The Employer has the right to discharge or discipline any employee for good cause, including but not limited to, proven or acknowledged dishonesty, intoxication during working hours, provided

however, that no employee shall be discharged or discriminated against because of membership in the Union or for Union activities.

Section 9. Part time employees shall be given the schedule with the most hours within their classification by seniority.

Section 10. Department heads with less than six (6) months as a Department Head will be considered in the same job classification as other employees in their classification for the purpose of layoff and recall.

Section 11. Any employee transferred into the Grocery or Meat Department bargaining unit from any other part of the Company shall retain his original employment date for the purpose of computing benefits, but his seniority date shall be established as the date he commenced working in the bargaining unit.

ARTICLE 5 WAGES AND EMPLOYEE CLASSIFICATION

Section 1. Wage scales are set forth in Exhibits A and B, attached hereto and made a part hereof.

Section 2. 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 this higher classification.

Section 3. 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 Meat Manager, the employee who relieves the Meat Manager shall be compensated at the Meat Manager rate beginning with the first day of relief.

Section 4. In the event the First Cutter is away, then any Meat Cutter who relieves the First Cutter for one (1) day or more shall be compensated at the First Cutter rate and shall relieve the Meat Manager as provided for in Section 3 above. Substitute employees relieving other Employer-designated Department Managers shall receive the contract rate of pay of the Department Manager beginning with the first day of relief, excluding the regular day off.

Section 5. The Delicatessen Department at all times will come under the jurisdiction of the Meat Department Head. In Delicatessen departments where the ordering, inventory, supervision of the department and the direction of the work force are not performed by a higher rated employee, either on a full time basis or a part time basis, the Employer will appoint a Delicatessen Department Head to perform these functions. It is further understood that Delicatessen Department employees may be utilized in other operations of the meat and seafood department, at the discretion of the Meat Department Head, provided such utilization is not in violation of other provisions of the Agreement. If an employee in a lower classification assumes the duties of a Delicatessen Department Head for more than one (1) day said employee shall receive the Department Head rate for that period.

Section 6. A Weigher and Wrapper is one who weighs, prices and wraps meat cut by Journeyman or Apprentice. He displays and places said meat in self-service cases or storage.

A Weigher and Wrapper may use the small meat grinder for specials only. Dicing or other tenderizing machines are only to be used by a Weigher and Wrapper for specials and never for processing meats for display. He will not be requested or required to use a slicing machine for cutting cheese or luncheon meats, nor will he be requested or required to use a knife for cutting the above items which cannot be cut by machine, except when he is assigned to the Delicatessen Department. He is not to cut beef, pork, veal, lamb, poultry, or fish with a knife or automatic device nor assume any of the work normally performed by Journeyman Meat Cutter and Apprentices.

He may, however, perform general housecleaning chores, clean up cases, work tables, equipment, etc., as directed.

Section 7. Apprentice Training Program

Employees of the Employer entering the Apprentice Program shall suffer no reduction in their hourly rate of pay.

The Apprentice Program shall be two (2) years as provided in the wage rate Schedule A. Apprentices are employees whose duty shall be to cut meat at least twenty-five percent (25%) of the time, among other duties in servicing the Meat Departments. The apprentices shall be examined by a representative of the Employer and a representative of the Union on or before his twenty-third (23rd) month. Should he fail to qualify at this step, he shall continue at the same rate of pay and be given another examination at the end of six (6) months from the first examination date, etc.

Employees entering the Apprentice Program shall suffer no reduction in pay.

Section 8. The Relief Store Manager shall receive his appropriate hourly rate plus overtime, or the Store Manager's rate of pay, whichever is the greater, when relieving for one (1) full week or more (Monday through Saturday).

Section 9. Service Clerk

All terms and conditions of the basic contract will apply except as follows:

1. Work shall include job duties of a "non-conventional" nature.
2. Such employee will be guaranteed a minimum of ten (10) hours per week with a minimum of three (3) hours work per shift.
3. Such employee shall receive three (3) hours of pay for the holidays listed in Article 11.
4. The Employer shall contribute to the United Food and Commercial Workers Union and Participating Employers Pension Fund a total of Eight Cents (08¢) per hour for all straight time hours paid, capped at forty (40) hours per week for each such employee. The hourly contribution by the Employer for employees hired prior to September 12, 1992 will commence upon completion of thirty (30) days of continuous employment with the Employer retroactive to the date of employment. Service Clerks hired after September 12, 1992 will become eligible the first of the month following twelve (12) months of continuous employment.
5. Such employees shall have the opportunity for upgrading in classification as outlined in Article 4, Section 7.
6. The Employer shall not be obligated to make contributions to the Severance Fund on behalf of such employees.

Additional duties include - Handling outdoor merchandise display, preparation of quiche, bake-off rolls in deli and assemble meat and cheese party platters (only during temporary/holiday promotions).

Section 10. Non-Food Clerk - All terms and conditions of the basic contract will apply except as follows:

1. Employees desiring transfer to a food classification shall be given preference for such work in accordance with the following procedure:

Employees desiring food classification work shall upon completion of one (1) year of service, 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 a period of twelve (12) months.

When openings occur, seniority and ability to perform the new job shall be the determining factors for the transfer. Should the employee fail to satisfactorily perform within the first sixty (60) days of the transfer, he shall be afforded the opportunity to return to a similar Non-Food classification without loss of seniority.

The Employer agrees that said non-food employees will be transferred to food positions before considering new hires.

Provisions of basic contract apply where not referred to above and where applicable.

2. The Employer shall contribute to the United Food and Commercial Workers Union and Participating Employers Pension Fund a total of Eight Cents (8¢) per hour for all straight time hours paid, capped at forty (40) hours per week for each such employee. The hourly contribution by the Employer for employees hired prior to September 12, 1992 will commence upon completion of thirty (30) days of continuous employment with the Employer retroactive to the date of employment. Non Food clerks hired after September 12, 1992 will become eligible the first of the month following twelve (12) months of continuous employment.

Section 11. The duties of the Porter shall be limited to the general cleaning up of the store and carrying out of customer's packages, but in no other instance shall porters be required to handle, display, or sell any merchandise sold in the store.

Section 12. 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, spot mop, sweeping and handling recycled items, racking empty bottles, returning unsold merchandise, handling recycled newspapers, cans and tearing off magazine covers.

- A. Eligible Courtesy Clerks will receive vacations as provided in Article 7 and three (3) hours pay for the legal holidays provided in Article 8.
- B. Work performed on Sundays and holidays will be compensated for at a premium of Twenty-Five Cents (25¢) per hour.
- C. The Employer will not be obligated to make Health and Welfare, Pension, Severance and Legal contributions on behalf of Courtesy Clerks.

ARTICLE 6 HOURS AND OVERTIME

Section 1. The guaranteed basic work week for all full time employees shall be forty (40) hours per week to be worked in five (5) days. Part time shall be guaranteed 16 hours per week. The sixteen (16) hour minimum does not apply to probationary employees, students, part time employees holding another job, courtesy clerks, service clerks or employees not available.

The work week shall be Monday through Saturday for full and part timers.

1. Employees full time and part time shall be paid at the overtime rate of time and one-half (1 1/2) of the employee's regular rate of pay for the following time worked:
 - (a) In excess of eight (8) hours in one (1) day.
 - (b) In excess of five (5) days in one (1) week.
 - (c) In excess of forty (40) hours in one (1) week.
 - (d) In excess of thirty-two (32) hours in any week in which one of the specified holidays falls except as provided in Article 8 Section 2.
 - (e) All hours worked after 6:00 p.m. by a full time employee after three (3) nights.
2. There shall be no split shifts.
3. The regular day's work for all full time employees shall be worked within nine (9) consecutive hours and all employees shall receive one (1) hour off for lunch at approximately the middle of the working day, except that any employee may receive only one-half (1/2) hour meal period when he works within eight and one-half (8 1/2) consecutive hours, provided it is mutually agreed upon. The meal period shall not begin before three (3) hours of work, nor later than five (5) hours of work.

Part time employees who work more than six (6) hours in a week day, shall be granted a meal period without pay of at least one-half (1/2) hour, if requested by the employee.
4. On days where overtime is worked, if the second meal period is taken, it shall consist of one-half (1/2) hour's duration only. The taking of the second meal period will be only by mutual consent of employee and Employer.
5. Any employee required to work his meal period shall receive pay for that period of time at the overtime rate of time and one-half (1 1/2) the regular rate of pay.
6. All full time employees reporting for work at their scheduled time shall be guaranteed their scheduled hours of work, unless such work is unavailable due to an emergency or Act of God not within the control of the Employer. In the event such an employee is called to work on his pre-designated day off, he shall be guaranteed a minimum of four (4) hours pay at the overtime rate of time and one-half (1 1/2).
7. 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. No part time employee shall be employed for less than four (4) hours in any one (1) day.
8. The Employer may establish as many shifts as necessary and the starting time of such shifts shall be optional with the Employer.
9. Any time worked after 1:00 a.m. or before 4:00 a.m. shall be paid at time and one-half (1 1/2) of the employee's regular rate of pay, except for those employees on the night shift.

Overtime shall be worked at the designation of the Employer.

The overtime pay shall be computed on a daily or weekly basis, but not for both. 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 from among the work force available at the store.

Section 2. The Employer shall post weekly in each department and/or store a working schedule of all employees covered by this Agreement showing their daily hours of work and their pre-designated day off. This notice shall be posted by Friday 6:00 p.m. after preceding work week. In the event a full time employee's pre-designated day off is changed after the schedule is posted, an employee required to work on his pre-designated day off shall be paid at the rate of time and one-half (1 1/2) his straight time rate of pay for work performed on such day.

A seven (7) day written notice must be given in order for a full time employee's regularly scheduled day off to be changed.

The schedule for a part time employee may be changed by notification to the employee prior to the end of their shift the previous day.

A part time schedule shall be complete and reflect the anticipated basic needs of the store's requirement for that week, except for holiday weeks.

Section 3. All employees will be given a fifteen (15) minute rest period approximately in the middle of each four (4) hour shift.

Section 4. Employees shall be at their work stations ready for work at their scheduled starting time, otherwise they are reporting late.

Section 5. A part time employee is one who works twenty-nine (29) hours or less per week, except during the period of June 15th to September 15th, when a part time employee may work up to thirty-five (35) hours per week.

Section 6. 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 night shift in the same work week.

Section 7. 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 the Night Crew prior to 9:00 p.m. or after 10:00 a.m. shall be paid at time and one-half (1 1/2) of the employee's regular rate of pay which shall be in addition to his night premium.

Section 8. Each employee working on the night shift will receive an additional Thirty-Five Cents (35¢) per hour, which shall be over and above the regular rate of pay for the same or similar day job.

Section 9. One 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.

Section 10. The employee in charge of Night Crew will receive in addition to his night premium, an additional Fifteen Dollars (\$15.00) per week.

A Night Crew Captain in charge in a store which is open for business on a 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).

Section 11. A Night Crew may work four (4) ten (10) hours shifts at straight time by mutual agreement.

Section 12. Part time grocery 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, however, part time employees may be scheduled for less than eight (8) hours by mutual agreement.

Section 13. 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.

Section 14. 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.

Section 15. 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, 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 continuous basis.

Section 16. Meat Department employees who want on or off the Night Crew shall bid in writing to the Personnel Office on a seniority basis.

Section 16A. All Meat Department employees employed on the night shift shall receive a night shift differential of thirty-five cents (35¢) per hour over and above the basic wage rate. The night shift shall be scheduled between the hours of 9:00 p.m. and 10:00 a.m.

Section 17. 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.

Section 18. When a part time employee is scheduled and/or works 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 full time position will be filled in accordance with Article 4, Section 6.

ARTICLE 7 VACATIONS

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

ANNUAL VACATION

One (1) week uninterrupted after one (1) year
Two (2) weeks uninterrupted after three (3) years
Three (3) weeks after seven (7) years
Four (4) weeks after thirteen (13) years

PRO-RATA VACATIONS ON TERMINATION

1/12 week for each additional month
2/12 week for each additional month
3/12 week for each additional month
4/12 week for each additional month

Section 2. Employees with three (3) or more weeks of vacation may choose to take one (1) week in days, with the approval of management. The decision shall not be subject to the grievance and arbitration process. Hours paid as vacation paid in days shall not be included in the calculation of overtime in the week taken.

Section 3. Employees discharged for acknowledged or proven dishonesty, or employees who quit without giving a one (1) week notice shall not be entitled to pro-rata vacation pay.

Section 4. An employee who has earned three (3) weeks of vacation is entitled to at least two (2) weeks uninterrupted, with the remaining period to be taken at a time convenient to both the Employer and the employee.

Section 5. Employees must work Thirty-Six (36) weeks during the vacation year to qualify.

Section 6. Vacation time shall be computed from date of employment or anniversary date, and shall be paid at the rate of pay in effect at the time the vacation is taken.

Leave of absence for any reason shall not be considered as time worked, but if the leave exceeds sixteen (16) weeks within the vacation year, the employee shall receive a pro rata vacation that vacation year.

Section 7. When a holiday designated in Article, 8 Section 1 occurs during the full time employee's vacation, the employee shall be entitled to an extra day's vacation or cash in lieu thereof, based on straight time pay for an eight (8) hour work day.

Section 8. 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 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.

Section 9. Vacation pay is to be paid to the employee prior to the vacation.

Section 10. 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 hour worked.

Section 11. When a holiday designated in Article 8 occurs during a part time employee's vacation, the employee shall be paid as provided in Article 8.

Section 12. Employees may start vacation on any day which is mutually agreed upon by the Employer and the employee.

Section 13. A part time employee going to full time shall not suffer a reduction in the number of hours of vacation the employee would have received as a part time employee for the first vacation of such change.

ARTICLE 8 HOLIDAYS AND SUNDAYS

Section 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
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Personal Holiday - after 6 months of service. 5 hrs. part time and 8 hrs. full time.	

Employees hired after November 7, 1986 in the Baltimore area and April 21, 1987 on the Eastern Shore shall receive an additional personal holiday for a total of two (2) personal holidays per year for employees with two (2) years or more of service.

If an employee is required to work on a holiday, compensation shall be at the rate of time and one-half (1 1/2) the employee's regular straight time rate of pay, which shall be in addition to the holiday pay as provided.

Employees working in the *Eastern Shore stores* hired after September 30, 1992 shall receive one dollar (\$1.00) per hour premium added to their basic straight time hourly rate for all hours worked on Sundays and/or Holidays.

Sundays and Holidays rotation shall be done from separate lists.

Section 2. The work week during which a holiday occurs shall be considered a four (4) day week consisting of thirty-two (32) straight time hours, for which the employees shall be paid forty (40) hours pay if they qualify under Article 8, Section 3. All time worked over thirty-two (32) hours during said holiday week shall be compensated for at the overtime rate of time and one-half (1 1/2) except that an employee may work forty (40) hours at straight time in addition to the holiday pay, provided it is mutually agreed upon between Employer and employee.

- (1) All part time employees, upon completion of ninety (90) days but less than one (1) year of continuous service with the Company, shall be entitled to holiday pay as set forth in this paragraph when said holiday falls on their scheduled work day, based on the number of hours regularly worked by such employee on that day.
- (2) All part time employees with one (1) or more years of continuous service shall be entitled to holiday pay based on the number of hours regularly worked by the employee on that day if the holiday falls on a regularly scheduled work day; or holiday pay of four (4) hours if the holiday falls on a non-scheduled day at straight time.
- (3) In either case in order to receive holiday pay the employee must:
 - a) Work the scheduled work day before and after such holiday, Sunday excepted; and
 - b) Work at least one (1) day during the said holiday week.
- (4) Work schedules shall not be changed for the purpose of avoiding holiday pay.

Section 3. No employee shall receive pay for any holidays not worked unless such employee has reported for work on the employee's regular work day next preceding and next following said holiday. Employee shall be deemed to have reported for work if absence on the day before

or the day after said holiday is due to express permission from or action of the Company, or death in the immediate family and also in case of certified illness, but in any event, employees off one (1) full week before a holiday and one (1) full week after a holiday would not be entitled to holiday pay, unless otherwise provided for in this Agreement.

Section 4. Any work performed by employees on Sunday shall be paid for at the rate of time and one-half (1 1/2), except Eastern Shore employees hired after September 30, 1992 shall receive one dollar (\$1.00) per hour added to their pay for such Sunday hours worked.

Section 5. Hours and/or days which qualify for Sunday or holiday premium pay shall not be included in computing weekly overtime. 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.

Section 6. Sunday work shall be assigned on a rotating basis by seniority within the store by job classification. In the event the Employer cannot schedule the necessary number of employees on a voluntary basis, then the employees in reverse order of seniority shall be obligated to work.

Section 7. In the Meat Department Sunday and/or Holiday work in each store shall be rotated among qualified employees within the classification required by the Employer to perform the work. The work heretofore performed by part time employees shall be first offered to full time employees. The work so offered shall not be deemed to fall within the daily hourly guarantee of this contract. If full time employees refuse the work it may then be offered to part time employees. If scheduled employees refuse such work then the least senior employee within the classification will be required to do the work.

ARTICLE 9 SHOP STEWARDS

Section 1. The Union shall have the right to appoint one (1) Shop Steward in the Grocery Department and one (1) Shop Steward in the Meat Department in each store, whose duties shall be to report any irregularities to the Union. In no instance shall the Shop Stewards 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.

Section 2. Shop Stewards may not be transferred from store or job assignment without written consent to the Union, except in cases of promotion. The Shop Stewards shall have superseniority on his seniority list for layoff in their store within classification. Further, the Shop Stewards shall not be threatened, coerced or intimidated for performing Union activities.

Section 3. Shop Stewards shall be entitled to a leave of one (1) day each calendar year with pay, for Shop Steward Training and Education. 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.

For purposes of the above, one Shop Steward per Meat Department and one Shop Steward per Grocery Department will be eligible for pay on said leave.

ARTICLE 10 ARBITRATION AND ADJUSTMENT

Section 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.

Section 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.

Section 3. If the matter is not amicably settled under Section 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 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.

Section 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.

Section 5. All complaints must be filed, in writing, within thirty (30) days after occurrence of the matter in dispute of 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.

Section 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.

Section 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.

Section 8. An alleged violation of Title 7, of the 1964 Civil Rights Act, may be processed through the grievance procedure.

Section 9. Mediation and Arbitration. The mediation procedure will operate in the following fashion:

- a. After the final step of the grievance procedure, the parties will have the option of going to mediation, if mutually agreeable between the parties, rather than directly to arbitration. The mediator will be a highly skilled and respected arbitrator. He will first attempt to settle the grievance. In doing so, he will encourage the parties to focus not only on the contract, but also on the underlying problem. If a settlement is not achieved in those discussions, the mediator will give the parties an immediate oral opinion, based on their contract, as to how the grievance is likely to be decided if it goes to arbitration.
- b. If no settlement is possible, and the parties do not accept the mediators advisory opinion, they are free to arbitrate. If they do, the grievance will be heard by a different arbitrator, and nothing said or done by the parties at mediation can be used against them at arbitration.
- c. The proceedings before the mediator are informal in nature. The facts are brought out in narrative fashion, the rules of evidence will not apply, and no record will be made. Participants can discuss anything relevant to them.
- d. The mediation proceedings will be short and to the point. The goal will be to dispose of up to three grievances per day.

ARTICLE 11 LEAVES OF ABSENCE

Subject to the following conditions, employees shall be granted leave of absence without pay which shall not interrupt their service records, providing such request is made by the employee, in writing, to the Employer's main office seven (7) days prior to commencing such leave.

Section 1. The Employer agrees that any member of the Union, employed by the Employer during the period of this contract who is elected to permanent office in the Union or is assigned by the Union to any Union activity necessitating temporary leave of absence, shall be granted such leave and shall, at the end of this term in the first instance or at the end of his mission in the second instance, be guaranteed reemployment at the employee's former wage rate plus any increase or less any reduction that may become effective during the employee's absence, provided that the employee applies for reemployment forthwith upon leaving the Union.

Section 2. 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 a disability, 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 work at the expiration of the 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.

Section 3. The Company will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States. Because the schedule of progressive wage rates provided for by Exhibits A and B hereof depends upon actual experience on the job, a person reemployed pursuant to this Section shall, for purpose of Exhibits A and B, be credited only with months of actual payroll service. A person so reemployed shall be paid at the current rate for the appropriate job classification based upon the person's actual job experience. At the time an employee leaves for military service, the employee shall receive whatever vacation pay is due.

Section 4. An employee may be given a leave of absence not to exceed one (1) year for any reason acceptable to the Employer. This decision shall not be arbitrable.

Section 5. 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 12 WORKING CONDITIONS

Section 1. No member of the Union shall suffer a reduction in benefits or wage rates solely by the signing of this Agreement.

Section 2. The Employer will furnish and launder such store linen as it desires worn by its employees, except that when the Employer supplies Dacron or similar type uniforms for employees, they may be laundered by the employee. Since this item of expense is intended to make the Employer's service more attractive to customers, employees shall be requested to present a neat, clean, business-like appearance while on duty in the stores.

Section 3. If a physical examination or health permit is required, only the expense of the examination or health permit shall be borne by the Employer.

Section 4. A full time employee who receives a pay rate which is higher than the pay rate provided in Exhibit A for the employee's classification, who is promoted to a department head and subsequently demoted to the employee's former classification shall receive the same pay rate differential which the employee previously received.

Section 5. The Employer agrees, in the event of a temporary transfer at the Employer's request, to reimburse the employee for increased transportation costs on the basis of twenty cents (20¢) per mile, except, however, when an employee chooses public transportation, excluding taxicabs, the employee shall be reimbursed only for the actual cost of such increased transportation.

Section 6. Notices concerning Union business which have been approved by the Employer's main office may be posted in designated locations in the store.

Section 7. First aid kits for each store and all tools of the trade will be furnished by the Employer.

Section 8. The Employer shall have a time clock or time sheets in each store for the purpose of keeping record of all hours worked by the employees.

Section 9. A meat department bargaining unit employee shall be on duty until 8:00 P.M. in all stores, except that a department need not be

manned during meal periods where there is only one (1) employee on duty that shift.

Section 10. No employee may be held responsible for each register overages or shortages unless he is given the privilege of checking the change and daily receipts upon starting and completing the work shift.

Section 11. When more than one employee works from one cash drawer or office cash drawer, no employee shall be held responsible for cash shortages.

Section 12. Employees hired during the period of May 1 and September 30, to work in the beach stores #874 Ocean City, #892 Ocean City and #889 Berlin shall be designated Summer Temporary Help. Seniority shall not accrue from season to season. The rates of pay will be at the prevailing starting rate of time of hire. Employees will not be subject to recall and shall not be eligible for any benefits. Those employees that were eligible for recall in 1986 remain eligible for recall in subsequent seasons with refusal provision applying.

Employees hired after September 30, 1992 for stores #874 - Ocean City, #892 - Ocean City and #889 - Berlin will have a *probationary period* of one hundred twenty (120) days.

Section 13. Company to provide Union with new drug and alcohol policy which will be reviewed by the Company and the Union.

ARTICLE 13 JURY DUTY

Section 1. 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 jury is not in session.

Section 2. 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 be required to report for less than four (4) hours.

Section 3. The above provisions shall be limited to thirty (30) days of jury duty in any one (1) year, except for service on a Grand Jury.

Section 4. When a night crew employee is called to serve on jury duty he shall be excused from his schedule without loss of weekly earnings.

ARTICLE 14 FUNERAL LEAVE

Employees with six (6) months service shall, in the case of a death in the immediate family, namely parent, spouse, child, brother, sister or parent-in-law, grandparents of employees, requiring the employee's absence from regularly scheduled assignments, be granted a leave of absence up to three (3) days, beginning with the day of death. When an employee's normal time falls within the three (3) day period, the employee shall be reimbursed for that portion of the time normally scheduled for work but under no circumstances shall the application of this clause result in a change in the employee's basic weekly salary. Employees shall receive four (4) days off for spouse and children.

ARTICLE 15 CHECKOFF

Section 1. The Employer agrees to deduct dues and initiation fees uniformly required of members of the Union from the pay of each employee who has furnished the Employer with an authorization in writing authorizing such deduction. The Employer agrees to remit amounts so deducted within thirty (30) days after their collection to the Financial Secretary or designated officer of the Union.

Section 2. The Union assumes full responsibility for the disposition of the funds deducted hereunder after they have been remitted by the Employer to the Financial Secretary or designated officer of the Union.

Section 3. The Employer agrees to deduct Twenty-Five (25¢) per week and remit monthly to the Local Union's Active Ballot Club from employees who are Union members and who have signed deduction authorization cards.

Section 4. The Employer agrees to deduct weekly whatever amount is so designated by the employee or Union to the Local's Credit Union. The amount is to be remitted monthly.

ARTICLE 16 HEALTH AND WELFARE

Section 1. The Employer shall contribute to the FELRA and United Food and Commercial Workers Union Health and Welfare Fund the sums listed below for each appropriate full time and part time employee who receives compensation from the Employer each month. Health and Welfare contributions for employees hired after September 29, 1992 shall commence after the employee has completed twelve (12) months of employment.

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

Classification	Current Rate
Full time grocery employees hired before June 21, 1982, full time meat employees hired before October 16, 1983 and full time non-food employees hired before August 27, 1977.	\$479.00 per month
Part time grocery employees hired before June 21, 1982, part time meat employees hired before October 16, 1983, and part time non-food employees hired before August 27, 1977.	\$497.00 per month
Full time non-food employees hired after August 27, 1977, full time courtesy clerks hired before October 16, 1983, full time grocery employees hired after June 21, 1982, full time meat employees hired after October 16, 1983 and full time service clerks.	\$248.00 per month
Part time non-food employees hired after August 27, 1977, part time courtesy clerks hired before October 16, 1983, part time grocery employees hired after June 21, 1982, part time meat employees hired after October 16, 1983 and part time service Employee clerks.	\$111.00 per month to provide individual coverage * \$250.00 per month with a \$65.00 per month co-pay to provide family coverage.

* 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 Sixty-Five Dollars (\$65.00). Subsequent increases in such rate shall be effective each January. The Employer shall increase the monthly contribution from One Hundred Eleven Dollars (\$111.00) to Two Hundred Fifty Dollars (\$250.00) on behalf of each part time employee who is eligible for dependent coverage and who has requested the appropriate payroll deduction.

* After thirty-three (33) months of continuous employment, part time 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 Sixty-Five Dollars (\$65.00). Subsequent increases in such rate shall be effective each January. The Employer shall increase the monthly contribution from One Hundred Eleven Dollars (\$111.00) to Two Hundred Fifty Dollars (\$250.00) on behalf of each part time employee who is eligible for dependent coverage and who has requested the appropriate payroll deduction.

Section 2. Thereafter the Employer and the employees shall make monthly contributions in amounts determined by the Board of Trustees of the above Fund so as to maintain current and existing benefits and further to provide a three (3) month financial reserve. Any change in contribution shall be preceded by a thirty (30) day written notice from the Board of Trustees to the Employer or the employees.

Section 3. The contribution 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 Fund.

Section 4. 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.

Section 5. 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 the Plan.

Section 6. The 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

Section 1. The Employer shall contribute to the FELRA and UFCW Pension Fund the sums listed below for each appropriate employee. Pension contributions for employees hired after September 29, 1992 shall commence after the employee has completed twelve (12) months of employment.

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

Classification	Current Rate
Full time Grocery employees hired before June 21, 1982, full time Meat employees hired before October 16, 1983 and full time Non-Food employees hired before August 28, 1977	\$168.38 per month
Part time Grocery employees hired before June 21, 1982, part time Meat employees hired before October 16, 1983 and part time Non-Food employees hired before August 28, 1977	\$62.34 per month
*Full time and part time Non-Food employees hired between August 28, 1977 and October 16, 1983	15¢ per hour for all straight time hours worked
Full time and part time Grocery employees hired on or after June 21, 1982 and full time and part time employees hired on or after October 16, 1983	15¢ per hour for all straight time hours worked
Full time and part time Non-Food and Service Clerks hired on or after October 16, 1983	8¢ per hour for all straight time hours paid, capped at forty (40) hours per week

Section 2. The Pension Fund and Plan shall be governed by a Board of Trustees consisting of equal numbers to be designated by the Food Employer Labor Relations Association and the Union.

Section 3. It is understood and agreed that the Pension 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.

Section 4. It is agreed that all questions involving pensions not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Plan.

Section 5. 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

Section 1. The Employer shall contribute to the UFCW and FELRA Legal Benefit Fund (hereinafter referred to as the "Fund") a total of Thirteen Dollars and Twenty-Five Cents (\$13.25) per month.

Contributions to the UFCW & FELRA Legal Benefit Fund will begin on the first (1st) of the month following twelve (12) months of employment for eligible employees hired on or after October 25, 1989 who are on the Employers payroll the first week of the month.

Section 2. Effective January 1, 1994, the Employer shall increase such contributions to a maximum of Thirteen Dollars and Fifty cents (\$13.50) per month for each such employee.

Effective January 1, 1995, the Employer shall increase such contributions to a maximum of Thirteen Dollars and Seventy-Five cents (\$13.75) per month for each such employee.

Section 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.

Section 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 contributions paid hereunder.

Section 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.

Section 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 SEVERANCE

Section 1. The Employer shall contribute to the UFCW and FELRA Severance Fund the sums listed below for all straight time hours worked for each appropriate employee on the payroll. The hourly contribution by the Employer for new appropriate employees will commence with the first full payroll week following the completion of thirty (30) days of continuous employment with the Employer retroactive to the date of employment.

Contributions to the UFCW & FELRA Severance Fund will begin on the first (1st) of the month following twelve (12) months of employment for eligible employees hired before September 12, 1992. No contributions shall be made for employees hired after September 12, 1992.

The following Severance rates shall be effective for classification of employees as described.

Classification	Current Rate
Full time and part time Grocery employees hired before June 21, 1982, full time Meat employees hired before October 16, 1983, part time Meat employees hired before June 1, 1983 and full time and part time Non-Food employees hired before June 21, 1982	35¢ per hour
Part time Meat employees hired between June 1, 1983 and October 16, 1983	25¢ per hour
All Grocery employees hired between June 21, 1982 and September 12, 1992 and all Meat employees hired between October 16, 1983 and September 12, 1992	10¢ per hour

Section 2. 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 contributions paid hereunder.

Section 3. The Employer shall not be obligated to contribute to the Severance Fund for Service Clerks, appropriate Non-Food Clerks and employees hired after September 12, 1992.

ARTICLE 20 SEPARABILITY CLAUSE

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

ARTICLE 21 NO STRIKE, NO LOCKOUT

Section 1. **No Strikes.** For the duration of this Agreement, the Union, its officers, representatives and members shall not, directly or indirectly, authorize, cause, instigate, encourage, aid, ratify, or condone any strike, slowdown, or stoppage of work, boycott, picketing, or other interruption of work at the Employer's place of business.

Section 2. **No Lockout.** For the duration of this Agreement the Employer shall not lockout its employees.

Section 3. **Unauthorized Strike.** In the event of any unauthorized strike, slow down or stoppage of work, boycott, picketing, or other interruption of work, the Union shall instruct its members to return to or resume work at once. Any employee participating in such unauthorized activity, and refusing to return to work when so instructed by the Union, shall be subject to discipline therefore, and it is expressly agreed that such conduct shall constitute just cause for discharge under this Agreement. Nothing contained herein, however, shall compel any employee to walk through a lawful picket line, provided the picket line has the sanction of its own International Union.

ARTICLE 22 DURATION OF AGREEMENT

This Agreement shall be effective from September 29, 1992 and shall remain in force until and including September 21, 1996, and from year to year thereafter, with the right of either party to reopen upon written notice, not less than sixty (60) days prior to September 21, 1996, or the 1st day of September of any subsequent year thereafter of a desire either to change or terminate this Agreement. In the event either party serves notice, it is agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that, pending the results of such renegotiation, neither party shall change the conditions existing at the time under the contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and cause their proper corporate seals to be hereunto affixed this 4th day of March 1993.

FOR THE EMPLOYER:

FOR THE UNION:

s/s William E. Zentgraf

s/s Tom Russow

APPENDIX I

With the exception of the items listed below, the text of the contract will apply to those employees hired prior to October 16, 1983:

8.2 Courtesy clerks will be paid four (4) hours for legal holidays provided for in Article 8, including Easter Monday.

6.8 Employees working on the night crew will receive an additional seventy-five cents (\$.75) per hour which shall be over and above the regular rate of pay.

8.1 Employees shall receive Easter Monday in addition to those holidays listed in Article 8.1.

8.1 Employees on the payroll as of January 1, 1978 shall receive five (5) personal days off with pay.

Employees hired after January 1, 1978 and before October 16, 1983 shall receive one (1) personal day off with pay for each ten (10) weeks of service up to a maximum of five (5) days per year.

Employees hired after October 16, 1983 and before November 8, 1986 in Baltimore and before April 22, 1987 on the Eastern Shore shall receive one (1) personal day off with pay for each six (6) months of service up to a maximum of two (2) days per year.

**EXHIBIT C
TIER III**

All employees hired after November 7, 1986 in Baltimore and April 21, 1987 on the Eastern Shore shall receive the following rates:

	9/20/92	9/19/93	9/18/94	9/18/95
Across the Board Increase	\$.25	\$.35	\$.35	\$.35
Assistant Manager	14.05	14.40	14.75	15.10
Head Cashier	13.35	13.70	14.05	14.40
Coffee/Dairy Head	13.35	13.70	14.05	14.40
Produce Manager	13.80	14.15	14.50	14.85
Meat Manager	14.55	14.90	15.25	15.60
Delicatessen Manager	13.80	14.15	14.50	14.85
First Cutter	11.55	11.90	12.25	12.60
Journeyman Meatcutter - Full Time	11.05	11.40	11.75	12.10
Journeyman Meatcutter - Part Time	10.25	10.60	10.95	11.30
Seafood Manager	11.85	12.20	12.55	12.90
Bakery Manager	10.55	10.90	11.25	11.60
Full Time Clerks and Apprentice Meatcutters				
Across the Board Increase	.25	.35	.35	.35
Start	5.50	5.50	5.50	5.50
90 Days	6.75	6.75	6.75	6.75
6 Months	7.25	7.25	7.25	7.25
12 Months	7.75	7.75	7.75	7.75
18 Months	8.25	8.25	8.25	8.25
24 Months	9.00	9.00	9.00	9.00
30 Months	9.50	9.50	9.50	9.50
36 Months	10.00	10.35	10.70	11.05

	9/20/92	9/19/93	9/18/94	9/18/95
Part Time Clerks and Apprentice Meatcutters				
Across the Board Increase	.25	.35	.35	.35
Start	5.00	5.00	5.10	5.10
90 Days	5.75	5.75	5.85	5.85
6 Months	6.05	6.05	6.25	6.25
12 Months	6.40	6.40	6.65	6.65
18 Months	6.80	6.80	7.05	7.05
24 Months	7.20	7.20	7.45	7.45
30 Months	7.45	7.45	7.75	7.75
36 Months	8.05	8.05	8.35	8.35
42 Months	8.50	8.50	8.80	8.80
45 Months	9.00	9.35	9.70	10.05

	9/20/92	9/19/93	9/18/94	9/18/95
Service Clerks, Bakery, Non-Food Porter, Salad Bar and Service Clerks				
Across the Board Increase	.25	.35	.35	.35
Start	4.75	4.75	4.85	4.85
90 Days	5.65	5.65	5.75	5.75
6 Months	5.95	5.95	6.15	6.15
12 Months	6.15	6.15	6.35	6.35
18 Months	6.40	6.40	6.65	6.65
24 Months	6.75	6.75	7.00	7.00
30 Months	7.40	7.40	7.70	7.70
36 Months	7.65	7.65	7.95	7.95
42 Months	7.90	7.90	8.20	8.20
45 Months	8.35	8.70	9.05	9.40

	9/20/92	9/19/93	9/18/94	9/18/95
Courtesy Clerks - (Hired before November 8, 1986 in Baltimore or April 22, 1987 on the Eastern Shore.)				
Across the Board	.25	.35	.35	.35
Hired after November 8, 1986 in Baltimore or April 22, 1987 on the Eastern Shore.)				
Across the Board Increase	.10	.10	.10	.10
Start	4.35	4.35	4.35	4.35
60 Days	4.70	4.70	4.70	4.70
6 Months	5.05	5.05	5.05	5.05
12 Months	5.40	5.40	5.40	5.40
18 Months	5.75	5.85	5.95	6.05

NOTE: The Across the Board increase or the step progressions apply whichever is greater but not both.

Lead persons in floral and salad bar who are designated by the Employer in the above classification shall receive fifty cents (50¢) per hour over the top rate in their full time classification.

Service Clerks shall receive a twenty-five cents (25¢) an hour premium for all hours worked in the salad bar over the service clerk rate in their progression.

**EXHIBIT D
QUALITY OF WORK LIFE**

The Union and the Employer agree to utilize a quality of work life 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 QWL Program shall be implemented with the opening of the store or the conversion of a store to Superfresh.

The resulting QWL 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 for or privileges of the employee or Employer.

**EXHIBIT E
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

**EXHIBIT A
WAGE SCHEDULE - TIER I**

GROCERY EMPLOYEES HIRED PRIOR TO JUNE 20, 1982

	9/20/92	9/19/93	9/18/94	9/18/95
Across the Board Increase	BONUS	BONUS	\$.35	\$.35
Assistant Manager	BONUS	BONUS	14.93	15.28
Produce Manager	BONUS	BONUS	14.76	15.11
Head Cashier and Dairy Head	BONUS	BONUS	14.30	14.65
Full Time Clerks	BONUS	BONUS	13.34	13.69
Part Time Clerks	BONUS	BONUS	13.34	13.69
Full Time Porters	BONUS	BONUS	11.54	11.89
Part Time Porters	BONUS	BONUS	11.54	11.89
Bakery Manager	BONUS	BONUS	11.85	12.20
Full Time Bakery	BONUS	BONUS	11.47	11.82
Part Time Bakery	BONUS	BONUS	11.47	11.82
Non Food Clerks	BONUS	BONUS	9.05	9.40
Courtesy Clerks	BONUS	BONUS	7.80	8.15
Full Time Bonus	\$200.00	\$500.00		
Part Time Bonus	\$200.00	\$200.00		

Each bonus installment is payable to active employees on payroll:

- September 20, 1992
- September 19, 1993

**EXHIBIT A
WAGE SCHEDULE - TIER I**

MEAT EMPLOYEES HIRED PRIOR TO JUNE 20, 1982

	9/20/92	9/19/93	9/18/94	9/18/95
Across the Board Increase	BONUS	BONUS	\$.35	\$.35
Meat Manager	BONUS	BONUS	15.58	15.93
First Cutter	BONUS	BONUS	14.78	15.13
Journeyman Full Time	BONUS	BONUS	14.54	14.89
Journeyman Part Time	BONUS	BONUS	14.54	14.89
Delicatessen Manager	BONUS	BONUS	14.54	14.89
Full Time Apprentice	BONUS	BONUS	12.03	12.38
Seafood Manager	BONUS	BONUS	13.34	13.69
Delicatessen Clerks Weigher and Wrappers	BONUS	BONUS	13.34	13.69
Part Time Apprentice	BONUS	BONUS	11.98	12.33
Part Time Delicatessen Clerks, and Weigher and Wrappers	BONUS	BONUS	13.34	13.69

Each bonus installment is payable to active employees on payroll:

- September 20, 1992
- September 19, 1993

**EXHIBIT B
TIER II**

**GROCERY EMPLOYEES HIRED AFTER JUNE 20, 1982
AND BEFORE NOVEMBER 8, 1986
(BALTIMORE AREA AND APRIL 22, 1987
ON EASTERN SHORE)**

	9/20/92	9/19/93	9/18/94	9/18/95
Across the Board Increase	\$.25	\$.35	\$.35	\$.35
Assistant Manager	14.05	14.40	14.75	15.10
Head Cashier	13.35	13.70	14.05	14.40
Coffee/Dairy Head	13.35	13.70	14.05	14.40
Produce Manager	13.80	14.15	14.50	14.85
Full Time and Part Time Food Clerk	11.60	11.95	12.30	12.65
Bakery Manager	10.55	10.90	11.25	11.60
Full Time and Part Time Service and Non-Food Clerk	8.35	8.70	9.05	9.40
Courtesy Clerk	6.65	7.00	7.35	7.70

**EXHIBIT B
TIER II**

**MEAT EMPLOYEES HIRED AFTER JUNE 20, 1982
AND BEFORE NOVEMBER 8, 1986
(BALTIMORE AREA AND APRIL 22, 1987
ON EASTERN SHORE)**

	9/20/92	9/19/93	9/18/94	9/18/95
Across the Board Increase	\$.25	\$.35	\$.35	\$.35
Meat Manager	14.55	14.90	15.25	15.60
Delicatessen Manager	13.80	14.15	14.50	14.85
First Cutter	13.80	14.15	14.50	14.85
Full Time and Part Time Journeyman Meat Cutter	13.55	13.90	14.25	14.60
Full Time and Part Time Apprentice Meat Cutter	11.25	11.60	11.95	12.30
Seafood Manager	11.85	12.20	12.55	12.90
Full Time and Part Time Delicatessen and Seafood Clerk and Weigher and Wrapper	11.60	11.95	12.30	12.65

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 Superfresh.

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 twelve (12) months from the date the store opened or converted as Superfresh), 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 contribution 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.

Section 6. Company and the Union agree to continue the incentive bonus program established under the 1986 contract through the conversion of the A&P Stores to Super Fresh. Company and Union further agree to meet periodically during this Agreement to review the incentive program and its format.

A. ELIGIBILITY:

1. All employees who were working in the store the day the store opened or was converted to Superfresh and were still working in the store on the anniversary date. Employees hired after the date the store opened or was converted shall not vest in the incentive fund until the completion of one (1) year of service.
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:

1. 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 Superfresh, 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. Union health and welfare benefit and retirement expense.
6. Company retirement and benefit expense for non-bargaining unit employees, i.e., store manager.

EXHIBIT F

**Letter of Understanding
Between**

**The Great Atlantic and Pacific Tea Co, Inc.
Sun, Sav-A-Center & Super Fresh**

**and
United Food & Commercial Workers
Union, Local #27**

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

1. Part Time Meat Department employees hired prior to June 20, 1982 shall be guaranteed twenty (20) hours per week.
2. Part Time employees shall be given the weekly schedule with the most hours within their classification by seniority within the basic work week. Sunday work shall be assigned separately.

3. Those employees on the payroll prior to the conversion of Super Fresh (Baltimore area November 8, 1986 and April 22, 1987 Eastern Shore) shall maintain their participation in the FELRA Health and Welfare, Pension, Legal and Severance Funds; and shall maintain their vacation, holiday entitlements and shall maintain Sunday and holiday premium pay.

4. Company and Union agree to continue the incentive bonus program established under the 1986 contract through the conversion of the A&P stores to Super Fresh. Company and Union further agree to meet periodically during the current agreement to review the incentive program and its format.

5. Employees promoted to Department Head shall receive the applicable Department Head rates as follows:

- a. Hired prior to June 20, 1982 **EXHIBIT A**
 - b. Hired after June 20, 1982 but prior to November 8, 1986 in the Baltimore area, and April 22, 1987 Eastern Shore. **EXHIBIT B**
 - c. Hired after November 7, 1986 in the Baltimore area and April 21, 1987 Eastern Shore **EXHIBIT C**
6. Brand new Sav-A-Center, Sun, Super Fresh stores would be staffed on the following basis:
- a. All departments would be former A&P employees.
 - b. Fifty percent (50%) of Full Time would be former A&P employees. Fifteen percent (15%) of Part Time employees would be former A&P employees excluding Courtesy Clerk classification.
 - c. If a Sav-A-Center, Sun, Super Fresh conversion or new store is closed for any reason, employees hired prior to November 8, 1986 in the Baltimore area, and April 22, 1987 Eastern Shore working in said store are to be offered employment in the remaining stores, by seniority. Employees hired after the above dates may be offered employment in other stores will be on a ninety (90) day probationary period; and if retained, shall retain their original date of hire. In the event of temporary transfers, the Company shall notify the Union and discuss the transfer at the Union's request.

**MEMO OF UNDERSTANDING MADE BETWEEN LOCAL 27 AND
SUPERFRESH SEPTEMBER 30, 1992**

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.

SCHEDULE D

Schedule "D" shall apply to employees hired prior to November 7, 1986 in Baltimore and April 21, 1987 on the Eastern Shore. In connection with layoffs and store closings, seniority will first apply to store, then solely within the geographical areas listed below:

**SENIORITY AREA
BALTIMORE STORES**

802	843
806	845
809	856
810	860
813	866
815	868
818	878
822	879
823	880
827	885
828	890
830	891
838	912

**SENIORITY AREA
EASTERN SHORE STORES**

852
858
859
870
871
874
882
883
889
892

**UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 27
21 WEST ROAD
BALTIMORE, MARYLAND 21204**

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