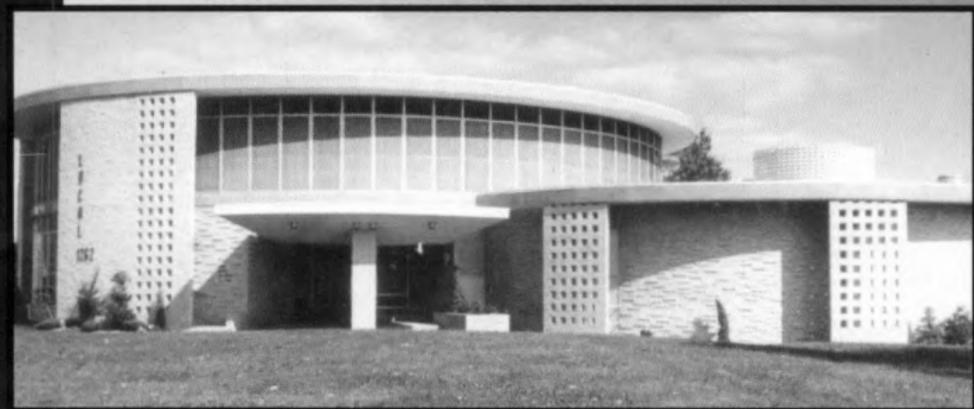


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**AGREEMENT BETWEEN
UFCW LOCAL 1262
AFL-CIO**

and

**GRAND UNION
SUPERMARKETS**

Duration = 3/1/99 - 5/10/2003

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ACKNOWLEDGEMENT

This collective bargaining agreement was proudly negotiated for you by the Officers of Local 1262, who extend their sincere appreciation to the following rank-and-file members of the Contract Report Committee from Grand Union Metro New York-L.I. Supermarkets.

Earnest Andrews

Susan Fiore

Donna Angelucci

Anna Gronowski

Al Brinkley

Thomas Gronowski

Bonnie Cannito

Richard Harominek

Carol Cernyar

Kevin Ireland

William Collis

Karen Jaret

Glen Connors

Roselyn Lambright

William Craft

John Maerke

Mariann Crumley

Nancy Manja

Wallace Culbreath

Michael Minieri

Jean Damico

Richard Pagel

Carolyn Dammers

Dennis Petrucelli

Warren Dougherty

Sam Pitkowski

Timothy Doyle

Elton Richardson

Mary Ellen Donofrio

George Schnaudigel

Jerry Esposito

Gustave Schuck

Joanne Faitakes

Linda Wrublewski

Walter Wrublewski

K#

els = 2,000

**AGREEMENT BETWEEN
 UFCW LOCAL 1262, AFL-CIO
 AND
 THE GRAND UNION COMPANY**



This Union contract, negotiated for you by UFCW Local 1262, carefully explains in detail all of the terms and conditions of your employment and your many rights and benefits as a Union member.

You should read this agreement carefully because it is important for you to be fully aware of all these protections and benefits and to understand how they help you on the job.

When all of the provisions of this contract are observed, you receive the full measure of protection you are entitled to in return for your hours of labor.

If you find this contract is not being followed to the fullest, notify your Shop Steward or Union Representative immediately.

In addition to providing job security, this contract has an efficient grievance procedure for the orderly and fair settlement of any problem you may encounter in the course of your employment.

If you have any questions regarding your rights or benefits under this agreement, please ask your Shop Steward or Union Representative for assistance.

Also feel free to call or visit the Union Office. Remember, help is always as close to you as your telephone.

Sincerely and Fraternaly,
Harvey Wille
 Harvey Wille, President

AGREEMENT

THIS AGREEMENT is made as of this 14th day of March, 1999, by and between THE GRAND UNION COMPANY, its successors, assigns and lessees, hereafter called the "Employer," and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1262, its successors and assigns, chartered by UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, hereafter called the "Union."

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE 1. RECOGNITION CLAUSE

1.1 The Employer recognizes the Union as the exclusive bargaining representative of its full-time employees and its part-time employees including Bakers (except Meat Department and employees represented by other unions) in the Grand Union supermarkets in that part of its Eastern Division located in Bronx, New York, Westchester, Putnam, Dutchess, Queens, Nassau and Suffolk Counties of the State of New York, exclusive of General Store Managers, Assistant Store Managers, Grocery Department Managers and Produce Department Managers. In those supermarkets known as Food Markets, the classification of Service Food Department Manager may be used as a substitute for the classification of Assistant Manager. Employees who are appointed to the classification of Produce Department Manager and to the classification of Grocery Department Manager (in stores which have a Store Manager, Assistant Store Manager and Grocery Department Manager) shall be included in the bargaining unit.

1.2 (A) Store Managers and Assistant Store Managers shall not perform bargaining unit work except in emergencies; in the event of circumstances beyond the Employer's control; to give instruction and training; or to provide prompt customer service.

There will be a committee consisting of Union representatives and Company management which will meet as needed for the purpose of reviewing complaints and furthering compliance with this clause.

(B) The Employer agrees that suppliers' representatives and employees shall not stock shelves with merchandise or price merchandise in the stores covered by this Agreement, except that this provision shall not apply to such work when performed in connection with special displays, promotions or rotation of merchandise, nor shall this provision apply to baby foods, beverages, bread and bakery products, ice cream, perishable and semi-perishable items kept under refrigeration (except frozen foods), hospitality and gourmet items, pet foods and supplies, salted nuts, cigarettes, spices, produce department specialty items such as potted plants, etc., and non-food items other than old line household items such as brooms, waxes, etc. There will be a committee consisting of Union representatives and Company management which will meet as needed for the purpose of reviewing complaints and furthering compliance with this clause.

1.3 A full-time employee is an employee who regularly works for the Employer thirty (30) or more hours per week.

Part time employees are employees who regularly work for the Employer less than thirty (30) hours per week, and they shall have and receive only those rights and benefits specifically provided for them in this Agreement.

ARTICLE 2. UNION SHOP

2.1 All employees covered by this Agreement shall, as a condition of employment become members of the Union on or after the thirty-first

(31st) day following the beginning of such employment or the execution date of this Agreement, whichever is the later, and shall maintain their membership in the Union in good standing.

2.2 An employee who is expelled or suspended from the Union because of failure to tender the periodic dues or any other fee owed to the Union, uniformly required as a condition of retaining membership in the Union, shall be subject to dismissal within seven days of receipt of written notification from the Union to the Employer, unless within that time the employee has tendered such dues or any other fee owed to the Union. A new employee who fails to tender the initiation fee and periodic dues, or any other fee owed to the Union, uniformly required as a condition of acquiring membership in the Union shall be subject to dismissal within seven days of receipt of written notification from the Union to the Employer, unless within that time the employee has tendered such initiation fee, dues, and any other fee owed to the Union. The foregoing provisions as well as the enforcement thereof are operative when and to the extent permitted by law.

2.3 The trial period for newly engaged employees shall be the first thirty (30) days of employment and may be extended to sixty (60) days at the request of the Employer to the Union. When new or remodelled stores are opened by the Employer, the probationary period shall be sixty (60) days for all employees newly employed at such time and may be extended to ninety (90) days at the request of the Employer to the Union. During the probationary period the provisions of this Agreement, including those pertaining to wages, hours and working conditions, shall apply to said employee as to any other employee, except that he/she may be discharged at the sole discretion of the Employer and without recourse to the grievance procedure of this Agreement. Upon completion of the probationary period of any employee, his or her seniority shall revert to the date of his/her last hiring by the Employer.

2.4 When the Employer needs additional employees, it shall afford the Union equal opportunity with others to nominate or refer suitable applicants, provided that the Employer shall not be required to hire those nominated or referred by the Union.

ARTICLE 3. CHECK OFF

3.1 The Employer agrees to weekly deduct dues, initiation fees, and any other fee owed to the Union from the wages of all employees who have on file with the Employer a proper deduction card and to remit the amounts with a listing of names to the Union office on or before the 10th day of each month. The Union will give to the Employer signed deduction cards from the employees authorizing the deduction of dues, initiation fees, and any other fees owed to the Union. The Employer's obligation to remit to the Union shall be limited to the amounts which it actually does deduct from the employees' wages.

3.2 The Employer agrees, on a once a year basis, to deduct from pay and remit to the Union's Active Ballot Club an agreed upon amount from employees who are Union members and who have signed deduction authorization cards.

3.3 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.

3.4 The Employer will furnish the Union a list, on a weekly basis, of all new hires in the bargaining unit. The list will include the employee's name, social security number, store number and full or part-time status.

ARTICLE 4. MANAGEMENT CLAUSE

4.1 Subject to the provisions of this Agreement and with due regard

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for the rights of the employees set forth within it, the Employer has the exclusive right and power to manage stores covered by this Agreement and direct the working forces employed therein.

4.2 There shall be no suspension because of performance, absenteeism and/or tardiness without prior written notice having been given to the Union and the employee involved.

ARTICLE 5. HOURS OF WORK

5.1 (A) A normal week's work for full time employees, except for those full time employees who regularly work less than forty (40) hours, shall consist of forty (40) hours exclusive of meal periods, extending over a period of five (5) days, not necessarily consecutive, from Monday through Saturday. For pay purposes, however, the work week shall be from Sunday through Saturday. Sunday shall not be part of the normal work week. Full-time and part-time employees who work on a Sunday and are paid for such work at two (2) times their regular straight time hourly rate shall, effective as of March 18, 2000, receive a Sunday premium equal to their respective straight time hourly rates in effect as of that date. This Sunday premium shall continue to be paid for Sunday work in addition to the employee's applicable straight time hourly rate.

Part-time employees hired or appointed after March 16, 1986, who work on a Sunday, shall be paid for such work at one and one-half (1-1/2) times their regular straight time hourly rate. Employees hired for or appointed to full-time status on or after March 12, 1989, who work on a Sunday, shall be paid for such work at one and one-half (1-1/2) times their regular straight time hourly rate. Any part-time employee receiving double time or a fixed premium for Sunday work who is reclassified to full-time shall continue to receive double time or a fixed premium.

(B) A full-time employee scheduled to work on a Sunday shall, provided he/she remains available, be offered eight (8) hours work, or the number of hours the store is open if less than eight (8) hours, not including a lunch period. An employee not available for the above hours must be available for a minimum of four (4) hours and shall be offered four (4) hours work.

(C) Part-time employees who work on a Sunday shall be paid a minimum of four (4) hours provided the employee remains available for work.

(D) When a store is open for business on Sunday, a minimum of one (1) full-time employee from the store will be scheduled to work each Sunday. Sunday work shall be scheduled on a rotating basis among all full-time and part-time employees within a store who are capable of performing the available work, except that night crew employees who work on Saturday night and/or Sunday night shall not be eligible for Sunday work.

(E) In the event that, within a store, there are insufficient volunteers to perform the available Sunday work, the part-time employees within the store will be required, in inverse order of seniority, to perform the available Sunday work.

5.2 (A) Employees who on March 5, 1977, were regularly working forty (40) or more hours per week, shall begin work not earlier than 8:00 A.M. and not later than 9:00 A.M., except that such starting time shall not apply to employees who elect to waive the starting time to avoid lay-off or reduction to part-time status.

(B) Employees hired for or appointed to work forty (40) or more hours per week on or after March 6, 1977, may be scheduled to begin work at any time during the hours the store is open, except that, it is understood that in those stores which open for business on a twenty-four (24) hour basis, full-time employees as referred to in this paragraph shall not be required to work on a night shift.

(C) Full-time employees shall be offered, in accordance with

seniority, opportunities to be scheduled on more desirable full-time shifts (earlier starting times) within their store and department when job vacancies occur and the individual can do the job.

Full-time employees can exercise their seniority to avoid a transfer to the second (2nd) shift by bumping the least senior employee by Department on a district-wide basis and then on a company-wide basis, if there is no employee with less seniority in the District. The employee bumped must take the second (2nd) shift position. The Employer must transfer from day to second shift in inverse order of seniority, except for employees with less than one (1) year of service.

(D) Where practicable, within each store, the Employer shall endeavor to combine existing part-time assignments on a seniority basis providing they can do the work, so as to provide the maximum part-time employment per individual within the definition of part-time employment.

(E) A reduction of the work force or hours among part-time employees shall be done on the basis of seniority. The least senior part-time employee shall be the first reduced or laid off provided the remaining employees are able to perform the available work.

5.3 (A) The Employer shall post in each store, by the end of the first shift on Friday of each week, the work schedules of all employees for the following week. An employee shall be guaranteed work or pay for his/her scheduled hours, provided he/she reports for and remains available for his/her hours as scheduled. These schedules may be changed by the Employer in the event of emergency or conditions beyond the control of the Employer. An employee who is unable to meet his/her schedule must notify the General Manager of such inability and be excused by him, at least two (2) hours in advance of the hours involved.

Those full-time employees who regularly have the same day off shall be given one (1) week's notice before it is changed. Where Saturday is available as a day off, it shall be made available to full-time employees, by seniority, on a rotating basis, excluding Department Managers and other classified employees.

(B) Within each store, the Employer will, in scheduling part-time employees, give preference to the senior part-time employees, if available.

5.4 Employees working in excess of eight (8) hours in a day or forty (40) hours in a week, exclusive of meal periods, shall be paid for such work at time and one-half (1 1/2) their straight time hourly rate. For the purpose of computing wages due for work performed, the employee's work time at the beginning or at the end of a workday (excluding time spent washing up and changing clothes) will be computed to the nearest quarter of an hour. The employee will be held responsible for keeping an accurate and complete record of time worked in accord with the procedure prescribed by the Employer. Failure to properly record time worked may result in disciplinary action.

5.5 Lunch periods for employees who are scheduled to work an eight (8) hour shift shall be scheduled by the Employer to commence after the completion of at least two and one-half (2-1/2) hours but not more than five (5) hours of work by the employees, and the supper period for such employees shall be scheduled by the Employer to commence after the completion of at least seven (7) hours of work by the employees. Employees who are scheduled to work less than five (5) hours shall not be granted a meal period. Employees who are scheduled for more than five (5) hours but less than eight (8) hours of work shall be granted a one-half (1/2) hour meal period by the Employer.

5.6 There shall be no pyramiding or duplication of overtime or premium pay.

5.7 The Union agrees that the employees covered by this Agreement will work necessary hours of overtime. The Employer agrees that overtime will not be unreasonably imposed on an employee. The Employer fur-

ther agrees to correct abuses in the assignment of overtime when such abuses are brought to its attention.

5.8 Full-time employees shall, for work performed after the individual stores are closed for business, have preference on a rotating basis, providing they are able to do the work.

5.9 There shall be no break in a full-time employee's regular work day except for meal periods.

5.10 Full-time employees shall be given two (2) fifteen (15) minute rest periods daily, one in the forenoon and one in the afternoon, which shall be considered as working time. Part-time employees shall be given one (1) fifteen (15) minute rest period in or about the middle of each four (4) hour shift that they work.

5.11 The Employer shall schedule part-time employees for a minimum of four (4) hours on any one (1) day unless the employee is not available for four (4) hours, in which case the minimum shall be three (3) hours. The Employer may offer less hours to minor children under sixteen (16) in conformance with child labor laws governing the employment of fourteen (14) and fifteen (15) year olds during days that school is in session, and senior citizens on a voluntary basis.

5.12 A part-time employee who works on the sixth (6th) day in a work week will be paid time and one-half (1 1/2) for work on that day, provided the employee has worked all of his/her scheduled hours on the other five (5) days of such week.

5.13 Full-time employees who, at the instructions of the Employer, report for work on their scheduled day off shall be paid a minimum of four (4) hours at the rate of time and one-half, provided they remain available for work. Part-time employees who, at the instructions of the Employer, report for work on a day on which they were not scheduled shall be paid a minimum of four (4) hours at their appropriate straight-time rate of pay, and their schedules for the remainder of that week shall not be changed or reduced, except as provided in Paragraph 5.3(A) of this Article.

5.14 Part-time employees who are on the part-time wage progression and who are converted to full-time, shall be given credit for their service on a one (1) month for two (2) basis to establish their beginning wage rate and vacation entitlement as full-time employees except that they shall not receive a rate higher than the next full-time progression step or a maximum increase of one dollar (\$1.00) per hour, whichever is less, but not less than the full-time starting rate. Thereafter, said employee shall progress on the full-time wage scale on an anniversary date basis, but shall be eligible for the across-the-board wage increases pursuant to Schedule "A". This provision shall not apply to those part-time employees who are already on the full-time wage progression for the purpose of establishing their wage rate, but shall be applicable for the purpose of establishing their vacation entitlement.

5.15 The Employer shall designate the number of available full-time vacation replacement openings, if any, in each store during the summer vacation period (May 1st through September 30th) and shall offer such openings to the existing part-time employees within each store on the basis of seniority. Those part-time employees who accept such appointment shall waive their own vacation during the summer vacation period.

ARTICLE 6. NIGHT SHIFT EMPLOYEES

6.1 An employee whose regular shift starts after store closing and before 5:00 A.M., and those employees whose regular shifts start after 11:00 P.M. in twenty-four (24) hour stores, shall receive the night premium for the entire shift of ten per cent (10%) of their applicable base rate in effect as of March 14, 1992, in addition to the employee's straight time rate of pay, for all hours worked, including overtime hours, vacation hours, holiday hours, sick leave hours, jury duty and funeral leave. Employees

newly assigned to the night crew after March 16, 1986, shall receive a night premium of seventy-five cents (75¢) per hour.

6.2 Notwithstanding provisions elsewhere in the contract, night shift employees may be assigned at straight time rates to a night shift, starting after store closing.

6.3 When more than one employee is assigned to the night shift, one (1) employee shall be designated as the employee in charge and shall receive an additional premium of fifteen dollars (\$15.00) per week.

6.4 Night crew employees shall be permitted to start their shifts after 6:59 P.M. on Sundays and holidays at the straight time rate of pay plus the night premium.

6.5 Night crew employees shall not be required to work on the eve of New Year's Day, Thanksgiving Day or Christmas Day, nor shall such employees be required to work on the eve of one of the other holidays specified herein when the stores will be closed for business on the holiday. It shall not be a violation of this provision for the scheduled night crew to continue the practice of working one or the other evening at straight time at the employees' option.

6.6 When the Night Crew Chief is also designated Night Store Manager, said employee shall be paid a Department Manager premium of thirty-five dollars (\$35.00) per week.

ARTICLE 7. WAGE CLAUSE

7.1 The scale of wages shall be as appears in Schedule "A" attached and made part of this Agreement.

7.2 The rates of pay specified in this Agreement and presently paid to employees shall not be reduced during the period of this Agreement, provided the employees continue to perform the same duties.

7.3 Any employee hired or presently employed at a rate in excess of the minimum rate to which he/she would be entitled pursuant to Schedule "A" shall be given credit for the continuous service required for the progression rate equal to or next below his/her actual rate.

7.4 A full-time employee who is involuntarily reduced to part-time status shall not suffer a reduction in his/her hourly rate solely as a result of such reduction. A full-time employee with two (2) or more years of service who requests voluntary reduction to part-time status shall not suffer a reduction in his/her present full-time rate of pay, except for a full-time employee covered by the provisions of paragraph 30.2. Thereafter, said employee shall be placed on the part-time wage scale and the employee shall receive any applicable part-time across-the-board wage increases. Such employees shall receive the fringe benefits, if any, applicable to the number of hours regularly to be worked by them per week as part-time employees.

7.5 (A) For the sole purpose of establishing the starting rate of pay for a full-time employee hired during the term of this Agreement, the Employer shall recognize previous supermarket experience, if any, of such employee within the three (3) years immediately preceding the date of his/her employment by the Employer, provided such previous experience is claimed on the employee's application for employment, and provided further that such previous experience is verified in writing by his/her former employer within sixty (60) days after the date of his/her employment. In no event shall the starting rate of pay for such an employee be greater than the highest rate in the appropriate wage progression scale. In the event that the experience claimed by such an employee is not verified in writing by his/her former employer within sixty (60) days after the date of his/her employment, the employee shall be promptly notified and given a reasonable opportunity to submit proof of the prior experience, and the Employer shall have the option, in its sole discretion, either to establish the employee's starting rate of pay without reference to the claimed previous

experience, or to discharge such employee without recourse to the grievance procedure provided by this Agreement.

(B) Should a part-time employee who had previously worked for the Employer be rehired, the Employer shall, for the sole purpose of establishing the starting rate of pay for such employee, recognize previous supermarket experience with the Employer within one (1) year preceding the date of rehire.

7.6 Should the Employer establish new classifications within the bargaining unit, the job content of which is substantially different from those then existing and for which rates of pay are not provided in this Agreement, the Employer and the Union shall negotiate rates of pay for such new classifications.

7.7 Should any law be enacted by the state or federal government which increases the minimum wage, the Employer and the Union shall meet to discuss the effects on employees.

ARTICLE 8. HOLIDAYS

8.1 (A) The following holidays shall be observed by the Employer and when a holiday falls on a Sunday, the following Monday shall be observed:

- | | |
|--------------------------|---|
| 1. New Year's Day | 5. Labor Day |
| 2. Washington's Birthday | 6. Presidential Election Day
(if registered voter) |
| 3. Memorial Day | 7. Thanksgiving Day |
| 4. Fourth of July | 8. Christmas Day |

PERSONAL HOLIDAYS:

(i) Full-time employees shall receive one (1) personal day off with pay for each three (3) months of service, up to a maximum of four (4) days per year. After completing one (1) year of service, these employees shall receive five (5) personal days off with pay in each ensuing year.

(ii) Full-time employees hired or promoted on or after 3/15/92, shall receive one (1) additional personal holiday in lieu of Washington's Birthday and be entitled to receive a total of six (6) personal days as follows:

- | | | |
|-----------------------------------|---|--|
| Less than one (1) year of service | = | One (1) day for each
four (4) months' service |
| After one (1) year of service | = | three (3) days |
| After two (2) years of service | = | four (4) days |
| After four (4) years of service | = | six (6) days |

(iii) Full-time employees with two (2) or more years of full-time service can take two (2) personal holidays on consecutive work days provided that two (2) weeks' notice is given to the General Store Manager, except during peak business weeks or in conjunction with a vacation.

(iv) Except as provided in Paragraph 8.(A) (iii) hereinabove, personal holidays may be taken on any day during the week, but shall not be taken during weeks in which another holiday occurs nor attached to an employee's vacation. Employees may use a personal day to celebrate Dr. Martin Luther King, Jr.'s Birthday subject to the provisions contained herein. The employee shall give the General Store Manager two (2) weeks notice of the scheduled work days selected as personal holidays. Only one (1) employee in each store may select any one (1) day as a personal holiday. Seniority shall prevail in the selection of such days.

(B) For each of the holidays set forth above, full-time employees who have regularly been in the employ of the Employer as such full-time employees for thirty (30) days or more shall receive eight (8) hours of pay at their straight time hourly rates.

(C) Full-time employees who regularly work forty (40) hours per week shall be paid two (2) times their straight time hourly rates for

work performed on the holidays set forth above in addition to the straight time hourly rate for holiday pay provided said employee qualifies therefor; thereby making a total of three (3) times the straight time hourly rate. Such full-time employees shall, effective as of March 18, 2000, receive a holiday premium equal to their respective straight time hourly rates in effect as of that date. This holiday premium shall continue to be paid for holiday work in addition to the employee's applicable straight time wage rate.

Employees hired or appointed to full-time status after March 16, 1986, shall be paid one and one-half (1-1/2) times their straight time hourly rates for work performed on the holidays set forth above plus pay for the holiday provided said employee qualifies therefor.

(D) Employees, by mutual agreement, may be scheduled to work on a fifth (5th) day in a holiday week at straight time.

8.2 To qualify for his/her holiday pay, a full-time employee shall work his/her regularly scheduled day before and his/her regularly scheduled day following the holiday, unless absence is excused in advance.

8.3 All hours worked by full-time employees in excess of thirty-two (32) hours during a week in which one of the holidays set forth above occurs will be paid for at time and one-half (1 1/2) the straight time hourly rate.

8.4 Employees who, at the instructions of the Employer, work on one of the holidays set forth hereinabove shall be paid for a minimum of four (4) hours, provided the employee remains available for work.

8.5 For hours worked on the holidays set forth above, part-time employees will be paid time and one-half (1 1/2) their straight time hourly rate in addition to whatever holiday pay for which they may be eligible.

8.6 On a holiday where the store is open for business, the Employer has the right to determine the number of employees who shall work a given holiday but shall schedule from those full-time and part-time employees who would normally work on the day of the week on which the holiday falls. Further, the Employer shall schedule such holiday work on a rotating basis, alternating holidays worked.

The work on Thanksgiving Day, Christmas Day, and New Year's Day will be offered first on a voluntary basis. If the Employer is unable to staff the store, employees shall be scheduled and required to work in order of inverse seniority.

8.7 In the event that, within a store, there are insufficient volunteers to perform the available holiday work, employees within the store will be required, in inverse order of seniority, to perform the available holiday work.

8.8 For each of the holidays part-time employees shall receive a minimum of four (4) hours pay; or, if greater, the number of hours the employee would normally have been scheduled to work on that day, but not to exceed six (6) hours' pay except that, part-time employees hired after March 16, 1986, shall receive four (4) hours' pay for the holiday. To qualify for their holiday pay, part-time employees must have completed six (6) months or more continuous days of employment with the Employer and, furthermore, must work all their scheduled hours during the week in which the holiday occurs, unless absence is excused in advance.

PERSONAL HOLIDAYS:

(i) Part-time employees shall, after six (6) months of service, receive one (1) personal day off with pay during each ensuing three (3) month period during their first year of employment. After completing one (1) year of service, these employees shall receive three (3) personal days off with pay in each ensuing year.

(ii) Part-time employees hired on or after 3/15/92 shall receive one (1) additional personal holiday in lieu of Washington's Birthday and be entitled to receive a total of four (4) personal holidays as follows:

- After six (6) months of service = one (1) day
- After one (1) year of service = two (2) days
- After two (2) years of service = three (3) days
- After three (3) years of service = four (4) days

8.9 A part-time employee who works on the fifth (5th) day in a holiday week will be paid time and one-half (1-1/2) for work on that day, provided the employee has worked all of his/her scheduled hours on the other four (4) days of such week, except as modified by Paragraph 8.1 (D).

ARTICLE 9. VACATIONS

9.1 Regular full-time employees shall receive vacations with pay as follows:

- After one (1) year of service = five (5) days
- After two (2) years of service = ten (10) days
- After six (6) years of service = fifteen (15) days
- After ten (10) years of service = twenty (20) days
- After twenty-five (25) years of service = twenty-five (25) days

Eligibility for such full-time employees shall be determined as of their anniversary date and the length of service which falls prior to or within the vacation period as defined under Article 5, Section 5.15.

The third, fourth and fifth weeks of an employee's vacation entitlement need not be scheduled by the Employer consecutively following the first two (2) weeks of such vacation and may be scheduled by the Employer outside the May 1st through September 30th vacation period. Vacation periods and assignments shall be at the discretion of the Employer with due regard for the convenience of the employees.

9.2 When an enumerated holiday occurs during a full-time employee's vacation period, the employee's vacation shall be extended by one (1) day, or, at the option of the Employer, said employee shall receive eight (8) hours straight time pay in lieu thereof.

9.3 Full-time employees with more than one (1) year's service who are laid off or who voluntarily terminate their employment, shall receive a pro-rated vacation and payment for fifty percent (50%) of unused sick leave up to a maximum of twenty (20) hours providing they give two (2) weeks advance notice to their Employer.

9.4 Full-time employees who regularly work thirty (30) or more but less than forty (40) hours per week shall be entitled to vacation benefits on a pro-rata basis in relation to the vacation benefits hereinabove provided for full-time employees, and subject to the same conditions.

9.5 Part-time employees with one (1) or more years of service as of March 1st in any year shall be granted vacation with pay pro-rated on the basis of average weekly straight time hours worked in the preceding calendar year as follows:

- After one (1) year of service as of March 1st = five (5) days
- After three (3) years of service as of March 1st = ten (10) days
- After six (6) years of service as of March 1st = fifteen (15) days
- After ten (10) years of service as of March 1st = twenty (20) days
- After twenty-five (25) years of service as of March 1st = twenty-five (25) days

9.6 Vacations will be approved sixty (60) days after submission.

ARTICLE 10. STORE LINEN

10.1 The Employer agrees to furnish and launder (except drip dry garments) the customary store coats, aprons and gowns required by the Employer to be worn by the employee.

10.2 The Employer will make ponchos available to employees who are assigned to work outdoors.

ARTICLE 11. SENIORITY

11.1 Seniority shall be defined as continuous length of service within the bargaining unit of this Agreement.

11.2 (A) The Employer shall maintain four separate seniority lists for these groups of employees:

- (i) Department Managers (where applicable), Bakers (excluding Nassau and Suffolk Counties) and other classified employees.
- (ii) Full-time employees other than the above.
- (iii) Part-time employees
- (iv) Service Clerks

(B) Part-time employees shall not accumulate seniority over full-time employees.

(C) Full-time employees involuntarily reduced to part-time shall have their full-time seniority frozen and shall pick it up if and when returned to full-time employment. Seniority as part-time employees shall be measured from original dates of hire and shall include all service with the Employer.

(D) When full-time employees voluntarily reduce themselves to part-time employment, their original dates of hire shall be their seniority dates.

(E) When part-time employees are reclassified to full-time, their seniority as full-time employees shall begin with the date of reclassification to full-time. Their service as part-time employees shall be frozen for them.

11.3 No employee can exercise seniority to claim a classified job.

11.4 All employees working less than forty (40) hours per week who are interested in obtaining full-time positions shall place their names on a bid sheet. When a full-time job opportunity becomes available within the bargaining unit, the most senior capable employee within the department or skill level on the bid sheet shall be assigned to the job, provided the employee is available to work such hours on a continuing basis. Bid sheets shall be posted for six (6) month periods. Employees may place their names on them in the months of March and September of each year on a form approved by and made available to the Union. Employees shall receive copies of their bid sheets.

11.5 All employees interested in promotion to department manager and other classified positions shall place their names upon a classified job opportunity sheet. The Employer shall make promotions from such sheet provided the employees on such sheet are capable to perform the work. Classified job opportunity sheets shall be posted for six (6) month periods. Employees may place their names on them in the months of March and September of each year on a form approved by and made available to the Union. Employees shall receive copies of their bid sheets.

11.6 Employees promoted to classified jobs shall retain previously acquired seniority and new seniority in the classified job shall commence as of the time of promotion. In the event of layoff or the reduction of hours or replacement of classified employees, such employees shall be permitted to reclaim positions they previously held, or whatever equivalent jobs the employees are entitled to by the combined seniority in the employees' classified and unclassified jobs.

11.7 When there is a reduction of hours, or layoff, employees shall be treated in the following manner:

(A) No employee shall have hours reduced until there has been a reduction of hours among less senior employees as long as customer service is maintained.

(B) Full-time employees who have worked for the Employer for six (6) consecutive months or more and are laid off due to a reduction in the work force shall be given five (5) days' written notice or forty (40) hours' pay in lieu of such notice of layoff by the Employer.

(C) Part-time employees who have worked for the Employer for twelve (12) consecutive months or more, and are laid off due to a reduction in the work force, shall be given one (1) week's written notice or one (1) week's pay (normal scheduled hours) in lieu of such notice of layoff by the Employer.

(D) Layoffs of employees shall be in reverse order of seniority first in the store of employment, then by bumping a less senior employee in another store of the Employer on a district-wide basis, and finally on a bargaining unit-wide basis, provided the employee is capable to perform the work of the displaced employee and is available for the hours required to be worked.

11.8 Recall of employees from layoff shall be made in order of seniority so long as the most senior employee is capable and available to perform the work.

11.9 A full-time employee on layoff shall retain seniority for a period of one (1) year provided the employee has been employed in the bargaining unit for six (6) or more months prior to the date of layoff. A part-time employee on layoff shall retain seniority for a period of six (6) months provided the employee has been employed in the bargaining unit for six (6) months or more prior to the date of layoff.

11.10 An employee on a leave of absence shall retain his/her seniority accumulated prior to the leave, for the period of the leave of absence, in accordance with the terms of Article 26.

11.11 The Shop Steward or Stewards shall, in any event, have top seniority in the stores for purpose of layoff.

11.12 (A) Any employee recalled after layoff who fails to report for work within a period of forty-eight (48) hours (not including Saturday or Sunday) after his/her required date to report shall forfeit his/her right to re-employment.

(B) Seniority may be broken only by quit, justifiable discharge or failure to return to work in accordance with the terms of Leaves of Absence.

11.13 It is expressly understood that this Article shall be applied in accordance with Article 25 of this Agreement.

11.14 In the event of a store closing or a major layoff, the Employer and the Union shall meet two (2) weeks prior to the layoff to resolve the bumping rights of all the affected employees.

ARTICLE 12. GRIEVANCE PROCEDURE AND ARBITRATION

12.1 Any difference, dispute, or complaint raised by the Union or an employee with respect to the interpretation or application of the provisions of this Agreement shall be settled through the following steps:

Step 1. Any grievance shall normally be raised and discussed between the Shop Steward and/or the Business Agent and the Store Manager.

Step 2. If the grievance is not adjusted in Step 1, it shall be presented by the Business Agent to the appropriate Associate Relations Specialist in written form dated and signed by the Business Agent, provided that grievances must be taken up promptly and no grievance will be further considered or discussed which is not so presented in writing in Step 2 within thirty (30) days after the happening of the event upon which the grievance is based.

Step 3. If the grievance is not adjusted in Step 2, then it may be presented by the Business Agent to the Division Vice President in written form, dated and signed by the Business Agent, if done within twelve (12) days after its presentation to the Associate Relations Specialist.

Step 4. If the grievance is not adjusted in Step 3, then it may be presented by the Business Agent to the Vice President of Labor Relations in written form, dated and signed by the Business Agent, if done within fifteen (15) days after its presentation to the Division Vice President.

Step 5. If the grievance is not adjusted in Step 4, then within ten (10) days after its presentation to the Vice President of Labor Relations, the Union may refer the grievance to arbitration by giving written notice to the Employer. Arbitration shall be by a single arbitrator mutually selected by the parties. However, if the parties are unable to select an arbitrator within five (5) days after the Union notifies the Employer of its intention to arbitrate, then the Union may, within ten (10) days thereafter, request the American Arbitration Association (the "Association") to submit a panel of seven (7) arbitrators to both parties. A copy of the request shall be sent to the Employer. Each party shall notify the Association of its selections from the panel and the Association shall appoint the arbitrator most preferred by the Employer and the Union to hear and decide the dispute.

12.2 Grievances shall be arbitrated separately unless otherwise agreed in writing for specific cases. The arbitrator shall not have power to alter or modify the terms of this Agreement. He/she shall deliver his/her decision in writing to both parties within thirty (30) days after the hearing closes. The decision of the arbitrator shall be final and binding. The Employer and the Union shall each pay one-half (1/2) of (i) any fee and expense payable for the services of the arbitrator, and (ii) the expense of the hearing room.

12.3 The Employer may not discharge or suspend an employee except for just cause. A grievance alleging that the discharge or suspension of an employee was not for just cause shall be deemed waived unless within fourteen (14) days after the discharge or suspension the Union gives written notice of such grievance to the Vice President of Labor Relations or the Associate Relations Specialist. Thereafter such grievance shall be processed through the procedure set forth in subparagraph 12.1 above beginning at Step 4.

12.4 (A) The Shop Steward or Union representative has the right to be present during any corrective interview between an official of the Employer and a member of the bargaining unit, concerning discipline or the application of the interpretation of this Agreement.

(B) An employee has the right to request the presence of a Union representative or Shop Steward at any investigatory interview which the employee reasonably believes might result in disciplinary action.

(C) In order to comply with the Union's internal appeal procedure, the Union shall have ninety (90) days from the date of initial filing of the grievance to notify the Employer that it may go forward to arbitration.

ARTICLE 13. NO STRIKE CLAUSE

13.1 There shall be no strikes or lockouts, sit downs, slow downs, or stoppages of work authorized or sanctioned by the Union, nor shall there be any lockout on the part of the Employer during the term of this Agreement.

13.2 The Union agrees that it will not refuse to cross a picket line unless such picket line is directed against the Employer in its capacity as an employer, unless such picket line is authorized by the International Union of the picketing union and unless the Employer has been notified by the Union by registered mail, at least seven (7) working days in advance, of its intention to honor the picketing union's line.

ARTICLE 14. SUBSTITUTE MANAGERS

An employee actually designated by the Employer to substitute for the General Manager, Assistant Manager, Grocery Department Manager or Produce Department Manager for more than two (2) consecutive work days at any one time shall be paid for the entire period of such relief at the base weekly wage rate and hours of the person for whom the employee is substituting. However, an employee actually designated by

the Employer to substitute for the General Manager, Assistant Manager, Grocery Department Manager or Produce Department Manager in a store other than the employee's regularly assigned store shall be paid at the base weekly wage rate and hours of the person for whom the employee is substituting, commencing with the first (1st) day of such period of relief.

ARTICLE 15. SICK PAY

15.1 Regular full-time employees shall earn sick leave as follows:

After ninety (90) days of service, one (1) day for each month of service to a maximum of five (5) days. After two (2) years of service to a maximum of ten (10) days.

15.2 There shall be no sick leave pay for the first day of any sick leave. However, full-time employees, after one (1) year of service, are to be paid sick leave for the first (1st) day of illness.

15.3 Full-time employees eligible for sick leave will receive a bonus of all unused sick leave at the end of the contract year provided they have one (1) or more years of service.

15.4 The Employer will pay full-time employees with two (2) or more years of service, who are out of work because of illness or injury, a payment of fifty dollars (\$50.00) per week after the fourth (4th) full week of absence up to a maximum of thirteen (13) weeks.

This payment shall be in addition to any state disability or worker's compensation benefit the employee may receive.

15.5 Full-time employees injured on the job and unable to complete his/her day's work shall be paid for all hours scheduled for that day.

15.6 Full-time employees who regularly work thirty (30) or more but less than forty (40) hours per week shall receive on a pro-rata basis the sick leave benefit hereinabove provided, subject to the same conditions.

15.7 Part-time employees with one (1) year's service shall be entitled to up to three (3) scheduled days paid sick leave per year. With two (2) years service, said leave shall be up to four (4) scheduled days. With three (3) years service, said leave shall be up to five (5) scheduled days. Part-time employees who were on the Employer's payroll as of March 5, 1983, shall receive a minimum of four (4) hours' pay for each day of sick leave up to a maximum of six (6) hours' pay if the employee would normally have been scheduled to work more than four (4) hours on the day of the absence. Eligible part-time employees hired after March 5, 1983, shall receive four (4) hours' pay for each day of sick leave.

15.8 Part-time employees with two (2) or more years of service as of the last Saturday in May of each year, shall be paid for unused sick days during June of each year on the basis of four (4) hours straight-time pay for each unused day. Such bonus is to be paid in a separate check or by separate computation not included with other remuneration.

15.9 A regular part-time employee with at least three (3) months' continuous service shall not be required to serve a waiting period to be eligible for sick leave pay as a full-time employee when they are permanently promoted to full-time nor shall they be eligible to receive pay for unused sick days as a part-time employee at the time of the promotion.

15.10 Part-time employees injured on the job and unable to complete his/her day's work shall be paid for all hours scheduled for that day.

ARTICLE 16. JURY DUTY

16.1 Employees who have been in the employ of the Employer for three (3) or more months who are summoned and actually serve on a jury shall be paid the difference between the employee's regular straight time wages including regular shift premiums, if any, and the juror's fee received by him/her for such service. Part-time employees shall receive such differential only for those hours they are normally scheduled and unable to work because of serving on the jury. Full-time employees who have

served on jury duty and/or worked five (5) days from Monday through Friday during a week shall not be required to work on Saturday. An employee who is dismissed from jury duty sufficiently early to enable him/her to work two (2) hours or more of his/her scheduled shift shall report to his/her store to complete such shift. This obligation on the part of the Employer shall be limited to twenty (20) working days in any two (2) year period.

16.2 The employee shall present his/her jury duty service notice to the Employer at least seven (7) days prior to the start of his/her jury term and shall present to the Employer a certificate of service showing dates, time of service and jury fees paid him/her.

16.3 Night crew employees called and serving on jury duty will be excused from their work schedules without any loss of base wages.

ARTICLE 17. FUNERAL LEAVE

17.1 A full-time employee who has been in the employ of the Employer for thirty (30) days or more as a full-time employee, who has a death in his/her immediate family (father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or grandparent) shall for the time lost be allowed up to a maximum of eight (8) hours straight time pay for each of his/her regularly scheduled working days, not to exceed three (3), commencing no earlier than the date of death and ending no later than the day of the funeral.

17.2 Full-time employees who regularly work thirty (30) or more but less than forty (40) hours per week, and who have regularly worked such hours in the employ of the Employer for thirty (30) days or more, shall be entitled to receive on a pro-rata basis the funeral leave benefit hereinabove provided, subject to the same conditions.

17.3 A part-time employee who has been in the employ of the Employer for thirty (30) days or more, who has a death in his/her immediate family (father, mother, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, or grandparent) shall be paid at his/her straight time rate of pay for those hours he/she is normally scheduled for work on those days, not to exceed three (3), commencing no earlier than the date of death and ending no later than the day of the funeral.

17.4 An employee who has been in the employ of the Employer for thirty (30) days or more who suffers the death of his/her spouse or child shall be paid at his/her straight-time rate of pay for those hours he/she is normally scheduled for work on those days, not to exceed five (5) days.

17.5 An employee who has been in the employ of the Employer for thirty (30) days or more who suffers the death of a grandchild shall be paid at his/her straight time rate of pay for one (1) day to attend the funeral..

ARTICLE 18. EMPLOYEE BENEFIT PLANS

18.1 The parties have negotiated a plan of benefits for those employees who have met the eligibility requirements including those noted below:

Full-time employees (excluding Service Clerks) – These employees and their eligible dependents are eligible to participate in the medical, dental care, vision care, physical examination, prescription drug and life and dismemberment insurance plans the first of the month following three (3) months of service – assuming all other eligibility criteria are satisfied.

Part-time employees (excluding part-time Service Clerks) are eligible – for single coverage only – to participate in the vision care, physical exam and life and dismemberment plans as of the first of the month following six (6) months of service; a prescription drug plan as of the first of the month following twelve (12) months of service; a dental care plan as of the first of the month following twenty-four (24) months of service; and a medical plan (a reimbursement plan only, all other plans paying primary)

as of the first of the month following twenty-four (24) months of service if the 1,000 hour work criteria (during the twelve [12] month period commencing on October 1 and ending on September 30) is met. The employee is also covered if he/she satisfies the twenty-four (24) month criteria, but works less than 1,000 hours but more than 750 hours in the applicable period, with his/her ratio of hours worked divided by the number of months worked equaling at least eighty-five (85). Otherwise, the first one hundred and twenty (120) days of hospitalization will not be covered.

Effective June 1, 1999, part-time employees (excluding Service Clerks) who complete thirty-six (36) months of service shall be eligible to elect and purchase dependent coverage for prescription, dental and vision benefits on a pre-tax basis.

The specific terms of these benefits and eligibility for coverage are set forth in the Plan Document adopted by the Trustees, incorporated herein by reference and made a part hereof. Copies of the Plan Document are available at the Fund Office, 1389 Broad Street, Clifton, New Jersey 07013.

18.2 The Funding Policy Agreement negotiated by the parties hereto and adopted by the Trustees, affixed hereto and made part hereof, shall be determinative of each participating Employer's obligation to fund the benefits provided through the UFCW Local 1262 and Employers Health and Welfare Fund. Copies of the Funding Policy Agreement are available at the Fund Office, 1389 Broad Street, Clifton, New Jersey 07013.

18.3 Contributions

(A) The Fixed Contribution is made for full-time employees eligible for benefits as of the first of the month following three (3) months of employment and for part-time employees as of the first of the month following one (1) year of employment.

(B) The Variable Contribution shall be made for all employees eligible for benefits. The Fixed Contribution will be made monthly for all eligible full-time and part-time employees who are active as of the first (1st) of the month or for those inactive as provided for in the Eligibility and Coverage sections of this Article, Section 18.4, subsection (A) through (L).

(C) To the extent that the Employer's Health and Welfare contributions lose their status as fully tax deductible for the Employer (or other tax law changes), the Employer and the Union will meet and implement changes that will allow the Employer to continue to pay for benefits at the same after tax cost (after the tax law change is taken into consideration) as before the tax changes. This is not intended to create a windfall to the Employer, but is intended to prevent any additional cost to the Employer. It is intended to allow the parties, with no additional after tax cost to the Employer, to utilize the funds available in order to maintain Employer benefits as close to the level that existed prior to the new tax structure. The specific eligibility and coverage provisions are set forth in the Plan Document, referred to above which is controlling. A summary of some points of eligibility and coverage are set forth in Section 18.4 below.

(D) During the term of this Agreement, if the Trustees determine that the fixed contributions to the Welfare Fund may be reduced prudently, then such amounts shall be contributed to the Pension Fund.

18.4 Coverage and Eligibility

(A) Coverage for all benefit plans begins on the first of the month following the applicable eligibility period, as long as the employee is actively at work on that date and has been actively employed during this period. An employee will be considered actively at work if s/he is performing in the customary manner all the regular duties of employment. Active employment shall also include time for which an employee is not performing regular duties but is paid, such as vacation days, sick days, jury duty and bereavement time. If an employee is not actively at work on the date the employee's coverage would become effective, provided the requisite eligibility period had been satisfied, then the employee becomes eligi-

ble on the first day following his/her return to active employment.

(B) For full-time employees only, (excluding full-time Service Clerks) coverage is provided for eligible dependents. Eligible dependents include: a legally married spouse; unmarried children under age 19; unmarried children who are full-time students under the age of 23; and, an unmarried child over age 19 who may be mentally or physically handicapped and dependent upon the employee for support, so long as the incapacity commenced prior to age 19 (or 23 if a full-time student). Eligible dependents (where applicable) become eligible on the same date the employee becomes eligible provided that they are not hospitalized or otherwise not in active service on that date. Dependents must also be in "active service" in order for their coverage to begin. This means that they must engage in all of the normal activities of people in good health of similar age and gender. If dependents are hospitalized or not in active service on the date the employee's coverage becomes effective, they would then become eligible on the first day following their discharge from the hospital or return to active service.

(C) In the event of an intra-Company transfer of an employee covered under a collective bargaining agreement with another United Food and Commercial Workers local and eligible for welfare benefits under that agreement, the employee shall be covered for welfare benefits hereunder.

(D) The waiting period shall be waived when hiring employees currently eligible and covered by Pathmark, Foodtown, Edwards, Adams, or ShopRite contracts with Local 1262 providing this employment takes place within thirty (30) days. Fixed contributions will commence on the first of the month following hire.

(E) Coverage for all employees shall continue for up to three (3) months during absence from work due to compensable or non compensable injury or illness.

(F) Full-time employees with five (5) or more years of service who are laid-off shall continue to be covered for Health and Welfare for three (3) calendar months following the date of layoff, unless they are otherwise employed and eligible for benefits.

(G) For part-time employees reclassified to full-time, full-time Fixed Contributions will commence on the first of the month following reclassification. For employees reclassified to full-time who were not eligible for part-time coverage, 50% credit will be given for part-time service toward the full-time waiting period. Full credit will be given to employees converting from full-time to part-time who were not eligible for full-time coverage.

(H) Full-time employees (with full-time coverage) involuntarily reduced to part-time shall continue full-time coverage for three (3) months following the reduction. The first of the month thereafter, applicable part-time coverage will commence. The applicable part-time fixed contributions and coverage will commence on the first of the month following voluntary change from full-time to part-time for employees eligible for full-time coverage.

(I) Coverage will commence following re-employment of an eligible employee who leaves employment to enter the military service of the United States and who is entitled to re-employment under the applicable laws of the United States.

(J) Coverage shall be resumed on the first of the month following the return to work on the Employer's active payroll after illness, injury leave of absence or recall from layoff providing the employee is otherwise eligible for coverage and the coverage had been previously discontinued.

(K) Coverage will cease as of the last day of work for employees who quit, are terminated for cause or who are otherwise not

actively at work and who do not have extended coverage as otherwise provided for herein. Coverage will cease as of the last day coincident with the extension of coverage provided for an approved leave of absence, layoff or absence due to compensable or non-compensable injury or illness.

(L) Those full-time employees who retire on or after April 10, 1993 and on or before December 31, 1993, will be covered as Group IV Retirees. Full-time employees who retire on or after January 1, 1994, but before March 14, 2000 are considered Group V Retirees. Full-time employees who retire between March 14, 2000 and May 10, 2003 are considered Group VI Retirees. Specific eligibility and coverage provisions for each class of retirees are set forth in the Plan Document.

ARTICLE 19. PENSION

19.1 The Employer agrees to make contributions for each eligible full-time employee at the rate of seventy-eight (\$78.00) dollars per month on the first (1st) day of each month, to the U.F.C.W., Local 1262 and Employers Pension Fund. Effective May 1, 1999, the monthly contribution shall be seventy-eight (\$78.00) dollars. Effective May 1, 2000, the monthly contribution will be seventy-eight (\$78.00) dollars. Effective May 1, 2001, the monthly contribution shall be eighty-six (\$86.00) dollars. Effective May 1, 2000, contributions will be adjusted to provide for a future service benefit of one dollar (\$1.00).

19.2 The Employer agrees to make contributions for each eligible part-time employee at the rate of twenty-six (\$26.00) dollars per month for each eligible employee, on the first day of each month to the U.F.C.W., Local 1262 and Employers Pension Fund. Effective May 1, 1999, the monthly contribution shall be twenty-six (\$26.00) dollars. Effective May 1, 2000, the monthly contribution shall be twenty-six (\$26.00) dollars. Effective May 1, 2001 the monthly contribution shall be twenty-eight dollars and sixty-seven cents (\$28.67). Effective May 1, 2000, contributions will be adjusted to provide a future service benefit increase of fifty cents (\$.50).

19.3 The monthly contribution by the Employer for full-time employees will commence with the first (1st) full payroll month following the completion of the employee's probationary period with the Employer. The monthly contribution by the Employer for part-time employees will commence the first (1st) full payroll month following six (6) months of continuous part-time employment with the Employer.

19.4 The Pension Fund is administered jointly by the Union and various Employers under agreement with the Union and is governed by an Agreement and Declaration of Trust and a Pension Plan adopted thereunder. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules established by the Trustees governing contributions and delinquencies.

19.5 The Pension Plan, as adopted, must have a continuing approval of the IRS as an exempt plan and shall be in compliance with the Employees' Retirement Income Security Act (ERISA) and any amendments thereto.

19.6 The Employer agrees to grant those employees age 55 or older with at least nine (9) years of vesting service as defined in Local 1262's Pension Plan, sixteen (16) hours of pay for the purpose of attending a two-day (eight [8] hours each) seminar on pre-retirement counseling. This benefit shall be granted once every seven (7) years. Further, the Employer agrees to grant these employees time off if the seminar falls on a day they are normally scheduled to work.

19.7 If during the term of this Agreement, the Trustees determine that contributions to the Fund may be reduced prudently, then such amounts shall be contributed to the Welfare Fund.

19.8 The parties agree that the contributions to the Pension Fund

shall be deductible in full for the Employer's taxable year with respect to which the contribution is made. The determination as to the deductibility shall be based upon the information furnished by the Fund Actuary concerning the funding status of the Pension Fund at the time the contribution would be due. If the contributions required by this Article are not deductible, the parties agree that the said contributions will cease until the funding status is at a level where contributions become tax deductible thereafter.

ARTICLE 20. PRE-PAID LEGAL BENEFIT

20.1 The Employer shall make a contribution of seven dollars and fifty cents (\$7.50) per month for every full-time employee to the U.F.C.W., Local 1262 and Employers Legal Services Fund for the purpose of providing a pre-paid legal benefit for such employees and their dependents.

20.2 The Employer shall make a contribution of seven dollars and fifty cents (\$7.50) per month for every part-time employee to provide them with a pre-paid legal benefit.

20.3 The monthly contribution by the Employer for new full-time employees will commence on the first (1st) of the month following three (3) months' service for full-time employees and on the first (1st) of the month following twelve (12) months' service for part-time employees.

20.4 If an eligible part-time employee is reclassified to full-time, the Employer shall begin making contributions for said employee the first (1st) of the month following reclassification. If an employee is reclassified to full-time and was not eligible for part-time participation, fifty percent (50%) credit will be given for the employee's part-time service toward the waiting period for full-time participation. Full credit shall be given for an employee who is reclassified from full-time to part-time and who had not reached eligibility.

20.5 The Legal Services Plan shall be administered jointly by the Union and various Employers whose employees are represented by the Union. Said Plan shall be governed by an Agreement and Declaration of Trust and a Legal Services Plan adopted thereunder.

20.6 If the monthly contribution shall be insufficient to provide the benefits established as of this Agreement, then the Employer's monthly contribution shall be increased so that the established level of benefits will be maintained for the duration of this Agreement.

20.7 If during the term of this Agreement, the Trustees determine that contributions to the Fund can be reduced prudently, then such amounts shall be contributed to the Welfare Fund.

ARTICLE 21. UNION VISITATION

21.1 Representatives of the Union shall have the right to visit any of the Employer's places of business at any reasonable time during normal working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no interruption of, or interference with, the Employer's business.

21.2 The Union shall share existing store bulletin boards for the purpose of posting notices concerning regular Union business.

ARTICLE 22. WAGE INFORMATION

In the event of a dispute between the parties to this Agreement as to whether an employee is being paid the wages due him under this Agreement, the Employer shall, at the request of the Union, furnish the Union information regarding the wages paid to and hours worked by the particular employee involved.

ARTICLE 23. INDIVIDUAL AGREEMENTS

No agreement between the Employer and any employee which is in conflict with the terms of this Agreement shall be binding upon the parties hereto.

ARTICLE 24. TRANSFERS

24.1 The Employer shall have the right to transfer any full-time employee from one of its stores to another without the approval of the Union, but such transfers shall be limited to the stores within the areas of the employee's District Sales Manager's district or mutually agreed upon geographic area. Transfers shall be subject to the grievance procedure. Any clerk bumping to save his/her job that is transferred to another district shall be the first to be offered a job in the district from which he/she came before new hires.

24.2 The Union, at the request of a full-time employee, shall have the right to petition the Employer for reimbursement of the added expense to such transferred employee in the event such transfer causes the employee to expend an excessive amount of carfare in reporting to the new location. For the purpose of this provision, excessive carfare shall apply where such an employee is transferred from a store within, to a store beyond the New York City limits or vice versa or where there is travel beyond twenty (20) miles from the particular employee's home. The Employer will reimburse employees for tolls and unusual travel expenses in the case of temporary transfers.

24.3 In the event of the permanent transfer of a shop steward, the Employer agrees to give the Union two (2) weeks' notice.

24.4 Temporary transfers are transfers of two (2) week's duration; all others shall be defined as permanent transfers. The Employer shall give one (1) week's advance notice of permanent transfers wherever practicable, and shall endeavor to give one (1) week's advance notice of temporary transfers.

24.5 Temporary transfers of employees from one store to another, shall be made in inverse order of seniority within a job classification.

24.6 In the event the employee is transferred by reason of the closing of a store or as a result of a general layoff or promotion, these transfers shall not be considered under this provision.

ARTICLE 25. DISCRIMINATION OR DISCHARGE OF EMPLOYEES

25.1 No employee shall be discharged or discriminated against because of race, religion, national origin, age or sex.

25.2 The use of personal pronouns of the male gender is for grammatical purposes only and this Agreement shall apply equally to persons of either gender.

25.3 No employee shall be discharged or discriminated against because of his or her Union activities nor shall any such activity by an employee be considered a violation of this Agreement. It is agreed that employees shall not engage in Union activities during working hours.

ARTICLE 26. LEAVE OF ABSENCE

26.1 Full-time and part-time employees who have completed one (1) year or more of continuous employment with the Employer shall be granted a leave of absence without pay provided:

- (a) that the purpose of the leave is reasonable.
- (b) that the leave shall not exceed three (3) months except by mutual consent of the Employer and the Union.
- (c) that seniority shall not be accumulated except by mutual agreement between the Employer and the Union.
- (d) that the request for such leave is made in writing and approved by the Employer on the form provided for this purpose.

An employee on an approved leave of absence will be automatically terminated if he/she does not return to work at the expiration of his/her leave or if he/she works for another employer except the Union while on leave without express permission in writing from the Employer to be so employed.

26.2 A full-time or part-time employee who has completed one (1) year or more of continuous employment with the Employer shall, because of his/her illness, be granted a sick leave of absence without pay of up to twelve (12) months, provided he/she has presented the Employer with a doctor's certificate stating that such leave is necessary, and further provided the request for such leave is made in writing on the appropriate form provided by the Employer.

An employee on sick leave of absence may return to work at the expiration of his/her leave provided he/she is physically able to resume his/her normal duties and further provided he/she notifies the Employer two (2) weeks prior to the expiration of his/her leave that he/she intends to return to work.

An employee on sick leave of absence shall retain his/her former seniority while on such leave but shall not accumulate seniority for payroll or vacation benefit purposes; except that, a leave of absence of sixty (60) days or less shall not adversely affect wage progression; a leave of absence of ninety (90) days or less shall not adversely affect vacation entitlement. An employee on sick leave of absence who (a) does not return to work at the expiration of his/her leave, or (b) has worked for another employer while on such leave without the express permission in writing from the Employer to be so employed, shall be considered to have terminated his employment with the Employer.

Maternity shall be treated as an illness or injury for the purpose of this Article.

26.3 It is agreed that the Employer shall adhere to the re-employment provisions of the Military Selective Service Act and any amendments thereto.

26.4 Employees who are out on a bona fide Workers' Compensation Leave may be granted an additional three (3) months leave, provided they require the additional time to continue their bona fide Workers' Compensation Leave.

26.5 The Employer agrees to develop a mutually satisfactory unpaid leave of absence for employees for purposes of Union business. Such leave shall be for a maximum of twelve (12) months. To the extent permitted by law, seniority shall not be affected by such leave and shall continue to accrue during any such period.

ARTICLE 27. POLYGRAPH

No employee covered by this Agreement shall be required by any representative of the Employer to be the subject of a polygraph (lie detector) test.

ARTICLE 28. SEPARABILITY

If any provision or part thereof of this Agreement is in conflict with any applicable federal or state law or its interpretation or application, such provision shall be deemed to be in effect only to the extent permitted by such law or regulation. In the event that any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect.

ARTICLE 29. JOB PROTECTION

The Employer reserves its rights to study and introduce new and improved methods of production, equipment and facilities. By this, it is not the intention of the Employer to replace or displace full-time employ-

ees, and the Employer agrees to retrain or place any such affected employees in new jobs.

ARTICLE 30. JOB REPLACEMENTS

30.1 The Employer agrees that should a full-time employee be permanently transferred or terminated, said employee will be replaced by a full-time employee except where there is a reduction in force due to economic reasons.

30.2 The above paragraph shall not be applicable to newly hired or appointed positions created after March 11, 1989. However, the above paragraph shall be applicable to newly hired or appointed permanent full-time positions created within the first ninety (90) days of a new store opening.

30.3 Any part-time employee promoted to a new full-time position under the provisions of paragraph 30.2 above who is reduced either voluntarily or involuntarily to part-time status shall revert to his/her prior part-time rate plus any applicable progression or across-the-board increases which he/she would have received had he/she not converted to full-time.

30.4 In the event a full-time employee is laid off as provided herein, the Employer may not hire more than one (1) employee to cover the regular schedule previously worked by the full-time employee, or any part thereof, so long as the laid-off full-time employee retains rehiring rights under Article 11.

30.5 Any full-time employee with one (1) or more years of continuous service who is discharged, providing such discharge was not for dishonesty, shall be paid a pro-rata vacation and pay for fifty per cent (50%) of unused sick pay.

ARTICLE 31. SAFETY AND SANITARY CONDITIONS

31.1 The Employer shall comply with all applicable laws concerning safety and sanitary conditions. The Employer and the Union shall make every effort to see that the safety rules are obeyed.

31.2 The Employer will provide stress pads at the check-out stands.

31.3 The Employer agrees to post in the breakroom, where applicable, an exit diagram of the store.

31.4 The Employer agrees to provide a first aid kit in all stores.

ARTICLE 32. RESPONSIBILITY FOR CASH

Where the Employer does not follow its cash control system, the cashiers will not be responsible for shortages.

ARTICLE 33. SHOP STEWARDS

33.1 For the purposes of layoffs only, Shop Stewards shall have top seniority in their respective stores and shall be the last to be laid off, provided they are qualified to perform satisfactorily the available work.

33.2 There shall be no discrimination against Shop Stewards for fulfilling their responsibilities in assuring that both parties are adhering to the terms of this Agreement.

33.3 The Employer agrees to give the Union two (2) weeks notice in the event of permanent transfer of a Shop Steward.

33.4 The Union will furnish the Employer with a list of the names of its authorized business representatives and Shop Stewards and will keep this list current.

33.5 One Shop Steward per store is to receive one (1) personal day with pay a year to be used for attending a Local 1262 Shop Steward Seminar. Newly appointed Shop Stewards shall receive four (4) hours unpaid time off in order to attend a Shop Steward training session to be provided by the Union.

ARTICLE 34. REPRIMANDS

The Employer agrees that no employee will be reprimanded in public.

ARTICLE 35. COMPENSATION INSURANCE

The Employer agrees to cover employees under Workers' Compensation Insurance in accordance with the State Laws.

ARTICLE 36. AFFIRMATIVE ACTION PROGRAM FOR EQUALIZATION OF EMPLOYMENT OPPORTUNITY

The Employer and the Union agree to encourage women and minority employees, irrespective of race, religion, or national origin, in their advancement to higher rated positions covered by this Agreement, including department managers.

ARTICLE 37. GOVERNMENT ENACTMENT OF MAXIMUM HOURS

The Employer will comply with applicable Federal or State laws concerning maximum hours of work.

ARTICLE 38. EXAMINATION OF PAYROLL RECORDS

In order to facilitate the proper functioning of any employee benefit plan, and to insure that contributions are being made for all employees covered by this Agreement in accordance with the provisions of the bargaining agreement, the Employer hereby agrees to the examination of those payroll records deemed necessary by a certified public accountant or by an authorized representative of the Funds.

ARTICLE 39. SERVICE CLERKS

39.1 EMPLOYEES COVERED

Employees classified as Service Clerks who have been employed for sixty (60) days or more shall be eligible to receive only those benefits and working conditions as herein set forth or which are specifically incorporated herein by reference.

39.2 TRIAL PERIOD

The trial period for Service Clerks shall be the first sixty (60) days of employment.

39.3 UNION SHOP

The Union Shop provision of the Agreement shall apply after a Service Clerk's sixtieth (60th) day of employment, or sixty (60) days after the execution date of this Agreement, whichever is later.

39.4 HOURS OF WORK

a. Service Clerks shall be offered no less than three (3) hours work each day they are scheduled to report. The Employer may offer less hours to minor children under sixteen (16) in conformance with child labor laws governing the employment of fourteen (14) and fifteen (15) year olds during days that school is in session, and senior citizens on a voluntary basis.

b. Service Clerks shall receive one and one-half (1-1/2) times their straight time hourly rate of pay for all hours worked on Sunday.

39.5 WAGES

Service Clerks shall be eligible for the following wages and wage increases:

a.	Eff. & Retro				
		<u>3/14/99</u>	<u>9/12/99</u>	<u>3/19/00</u>	<u>9/17/00</u> <u>3/18/01</u>
		\$.20	\$.10	\$.15	\$.10 \$.20
		<u>9/16/01</u>	<u>3/17/02</u>	<u>9/15/02</u>	<u>3/15/03</u>
		\$.10	\$.15	\$.10	\$.15

b. Progression wage increases:

- After 60 days of service = + \$.15 above minimum wage
 - After six (6) months of service = + \$.15
 - After twelve (12) months of service = + \$.15
 - After eighteen (18) months of service = + \$.15
 - After twenty-four (24) months of service = + \$.15
 - After thirty (30) months of service = + \$.15
 - After thirty-six (36) months of service = + \$.15
 - After forty-two (42) months of service = + \$.15
 - After forty-eight (48) months of service = + \$.15
- After forty-eight (48) months of service they shall also receive the applicable across-the-board increases described in a. above.

c. Effect of Federal Minimum Wage change:

Should the Federal Minimum Wage be revised during the term of this Agreement, the parties will meet to discuss the effects on employees in the Service Clerk Classification.

39.6 HOLIDAYS

a. Service Clerks with at least ninety (90) days but less than one (1) year of service shall receive the following holidays with three (3) hours straight time pay per holiday provided that the holiday occurs on the day the employee is normally scheduled to work:

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

b. Service Clerks with more than one (1) year of service shall receive the above holidays, with three (3) hours straight time pay per holiday, regardless of the day of the week on which the holiday occurs.

c. To be eligible for holiday pay, Service Clerks must work all scheduled hours in the holiday week.

d. Service Clerks shall receive one and one-half (1-1/2) times their straight time hourly rate of pay for all hours worked on the above holidays if otherwise eligible.

39.7 VACATIONS

a. Service Clerks who on March 1st have completed one (1) or more years of service shall be eligible to receive vacation with pay, at straight time, based upon their average hours worked in the preceding fifty-two (52) weeks, but in any event they shall receive at least ten (10) hours' vacation with pay at their straight time rate.

b. Service Clerks who on March 1st have completed two (2) or more years of service shall be eligible to receive two (2) week's vacation with pay, based upon their average hours worked in the preceding fifty-two weeks, with a minimum ten (10) hours vacation pay per week.

39.8 SENIORITY

a. Service Clerks will accumulate seniority in that classification only and cannot exercise seniority to bump or bid into any other classification. In the event of a layoff or reduction of hours among part-time employees, they will have the right to be reclassified as Service Clerks in order to claim the hours of Service Clerks who have less seniority. A Service Clerk on layoff shall retain seniority for a period of three (3) months provided the employee has been employed in the bargaining unit for one (1) year or more prior to the date of layoff.

When a Service Clerk is reclassified, his/her original date-of-hire shall be used for the purpose of establishing eligibility for all funds' benefits. Service Clerks shall be given one (1) month credit for each two (2) months of service in the event they are reclassified for the purpose of determining their wage rate, eligibility for holidays, vacation, personal days and sick days.

39.9 HEALTH AND WELFARE

Service Clerks shall receive individual Vision Care and the Physical Examination Plan on the first of the month following twenty-four (24) months of service and, effective April 1, 1999, prescription coverage on the first of the month following forty-eight (48) months of service assuming all other eligibility criteria are met.

The specific terms of these benefits and eligibility for coverage are set forth in the Plan Document adopted by the Trustees, incorporated herein by reference and made a part hereof.

39.10 PENSION

Effective January 1 of each year, the Employer shall make the following contributions retroactively to January 1 of the prior year respectively to the U.F.C.W., Local 1262 and Employers Pension Fund on behalf of those Service Clerks with one (1) or more years of service who have attained age 21 and who have worked 1,000 or more hours during the year:

Effective 3/14/99	Full-time = \$78.00 per month Part-time = \$26.00 per month
-------------------	--

Effective 5/1/01	Full-time = \$86.00 per month Part-time = \$28.67 per month
------------------	--

Effective May 1, 2000, contributions will be adjusted to provide a future service benefit of one dollar (\$1.00) for full-time Service Clerks and fifty cents (\$.50) for part-time Service Clerks.

39.11 DUTIES

The duties of Service Clerks are limited to bagging, carrying out orders, shop backs, handling empty bottles and bottle refunds, picking up carts, cleaning store, sidewalks and parking lots, replenishing front-end supplies, performing parcel pickups and other work historically performed by Service Clerks in a particular store.

Provided such employees' functions are limited to personal service to customers and related counter duties, exclusive of production and preparation, the Employer agrees to include employees of the following sections and departments under this Article 39:

- Snack Bars
- Quick Food Section
- Salad Bar
- Pizza Departments
- Warm Beer Departments
- Electronic (TV) Departments

Candy and Ice Cream Counter Personnel
Bakery Counter Personnel

In addition, the Employer will include employees of any similar such departments or sections, which the Union and the Employer agree to have covered under this Article 39. Any full-time employee in charge of these sections or departments will be a clerk covered by the clerk rates and employment conditions under this Agreement. Initial manning and/or experimentation will not set the precedent for the final rate structure and employment conditions in any of these newly covered departments or sections.

39.12 ADDITIONAL TERMS AND CONDITIONS INCLUDED BY REFERENCE

The following Articles of the Agreement apply to Service Clerks:

Recognition, Union Shop, modified by 39.3 above, Checkoff, Management Clause, Store Linen, Grievance Procedure and Arbitration, No Strike Clause, Union Visitation, Wage Information, Individual Agreements, Discrimination or Discharge of Employees, Time Clocks, Leave of Absence, Polygraph, Separability, Reprimands, Compensation Insurance, Government Enactment of Maximum Hours, Examination of Payroll Records.

39.13 EXCLUDED TERMS AND CONDITIONS

All of the other Articles of the Agreement which are not specifically mentioned hereinabove, shall not apply to Service Clerks.

ARTICLE 40. TERMINATION CLAUSE

This Agreement shall terminate on May 10, 2003.

IN WITNESS WHEREOF, the undersigned have affixed their signatures as the duly authorized and legal representatives of the Employer and the Union.

UNITED FOOD AND COMMERCIAL
WORKERS UNION LOCAL 1262

By: Harvey Whille
President, UFCW Local 1262

By: Matthew Molinaro
Secretary-Treasurer, UFCW Local 1262

By: Michael Rantor
Vice President, UFCW Local 1262

THE GRAND UNION COMPANY

By: Glen Smith
Vice President, The Grand Union

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SCHEDULE "A"
WAGES
Section I
FULL-TIME EMPLOYEES

A. Regular full-time employees on the Employer's payroll as of March 13, 1999, who are not in progression, shall receive the following across-the-board wage increases:

	Eff. & Retro.							
	3/14/99	3/19/00	9/17/00	3/18/01	9/16/01	3/17/02	9/15/02	3/15/03
Dept Mgrs.	\$20.00	\$20.00	\$5.00	\$15.00	\$5.00	\$15.00	\$15.00	\$10.00
Bookkeepers & Scan Coordinators	\$20.00	\$20.00	\$5.00	\$10.00	\$5.00	\$10.00	\$15.00	\$15.00
Clerks	\$20.00	\$20.00	\$5.00	\$10.00	\$5.00	\$10.00	\$15.00	\$10.00

B. Full-time employees on the Employer's payroll as of March 13, 1999, who are on progression shall be slotted in the progression scale below and progress to the next highest rate. Every six (6) months thereafter, they shall receive the next higher rate until they reach the top of the scale rate of \$545.00. Thereafter such employees shall receive subsequent general wage increases on the dates indicated in Section 1A above.

The following progression scale shall apply to employees hired or appointed to full-time status on or after March 13, 1999:

- Start \$325.00
- \$350.00
- \$375.00
- \$400.00
- \$430.00
- \$460.00
- \$490.00
- \$520.00
- \$545.00

Section II
DEPARTMENT MANAGERS AND CLASSIFIED EMPLOYEES

At each step in the wage progression scale, the Department Manager shall receive thirty-five dollars (\$35.00) per forty (40) hour week above the progression rate applicable.

It is hereby agreed that the Employer shall have complete discretion to reclassify Department Managers and classified employees to clerk status and, in such case, the employee shall receive the rate of a clerk based on length of service and any step-up or general increases which would have been received had the employee been a clerk during the period and retain any increases received while a clerk.

It is understood that the Employer shall have the exclusive right to determine whether or not a store shall have any of the Department Managers or classified positions referred to in this Schedule.

A Non-Food/S&G Clerk shall be defined as an employee who travels between stores and is responsible for the Non-Foods Department in more than one (1) store. In the event the Employer establishes a Non-Foods/S&G Clerk classification, such Non-Foods/ S&G Clerk shall be paid a ten dollar (\$10.00) weekly premium above the appropriate progression wage scale.

Where designated, full-time Bookkeepers shall receive a premium of

twenty dollars (\$20.00) per week for a forty (40) hour week.

Where designated, full-time Front End Managers shall receive a premium of fifteen dollars (\$15.00) per week for a forty (40) hour week; where designated, part-time Front End Managers shall receive a premium of thirty-seven and one-half cents (\$.375) per hour.

Where designated, full-time Third Persons shall receive a premium of fifteen dollars (\$15.00) per week for a forty (40) hour week.

Where designated, full-time Scanning Coordinators shall receive a premium of ten dollars (\$10.00) per week for a forty (40) hour week; where designated, part-time Scanning Coordinators shall receive a premium of twenty-five cents (\$.25) per hour.

Employees appointed to the position of Bakery Department Head shall receive thirty-five dollars (\$35.00) per week above the applicable progression rate.

Section III

PART-TIME EMPLOYEES

A. Part-time employees on the Employer's payroll as of March 13, 1999, who are not in progression, shall receive the following across-the-board wage increases:

Eff. & Retro.

<u>3/14/99</u>	<u>3/19/00</u>	<u>9/17/00</u>	<u>3/18/01</u>	<u>9/16/01</u>	<u>3/17/02</u>	<u>9/15/02</u>	<u>3/15/03</u>
\$.25	\$.25	\$.20	\$.25	\$.20	\$.20	\$.20	\$.20

B. Part-time employees on the Employer's payroll as of March 13, 1999, shall be paid in accordance with the following progression wage scale:

After 18 months	\$5.25
After 24 months	\$5.50
After 30 months	\$5.75
After 36 months	\$6.00
After 42 months	\$6.50
After 48 months	\$7.00

Any part-time employee who reaches the top of the wage progression scale shall be eligible for one (1) additional increase to \$7.45 per hour, six (6) months from the date of the last progression increase. Thereafter, such employees shall be eligible for all subsequent general wage increases on the dates indicated in Section III(A) above.

C. Part-time employees hired on or after March 14, 1999, shall receive an increase of twenty-five cents (\$.25) per hour after thirty (30) days of service and increases of twenty-five cents (\$.25) per hour on each six (6) months anniversary until they reach a top rate of \$8.95. Thereafter, they shall be eligible for all subsequent general wage increases on the dates indicated in Section III(A) above.

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NOTES

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NOTES

UNITED FOOD & COMMERCIAL
WORKERS
LOCAL

1262

1389 Broad Street
Clifton, N.J. 07013

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Special Reminders!

*Organizing is our number
one priority!*

All of the wages, benefits, working conditions, and privileges contained in this Union Contract must be protected by continuing our organizing efforts at non-Union companies. When we organize the un-organized worker we are not only helping to extend the benefits of Union membership to others, we are also protecting what we have earned at the bargaining table.

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N.Y. 1-800-526-7814

In an important court case known as *N.L.R.B. Vs. Weingarten*, the U.S. Supreme Court ruled you have the right to have your Union Representative or Shop Steward present when you are interviewed by your employer, if you *reasonably* believe the interview may lead to disciplinary action.

YOUR RIGHTS UNDER WEINGARTEN ARE:

1. You have the right to request the presence of a Union Representative or Shop Steward during any investigatory interview you reasonably believe might result in disciplinary action.
2. You have the right *not* to be interviewed until your Union Representative or Shop Steward is present.
3. Your Union Representative or Shop Steward may assist you during the interview to organize and explain your facts.

**REMEMBER
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YOU GIVE UP YOUR RIGHTS!**

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