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Title: **Zallie Supermarkets, Inc. T/A Shop Rite and United Food and Commercial Workers Union (UFCW), AFL-CIO, Local 1360 (2001)**

K#: **6365**

Employer Name: **Zallie Supermarkets, Inc. T/A Shop Rite**

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

Local: **1360**

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K#6365

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# AGREEMENT

**BETWEEN**

**ZALLIE SUPERMARKETS, INCORPORATED T/A SHOP RITE**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1360**

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EFFECTIVE: **APRIL 29, 2001**
EXPIRATION: **APRIL 30, 2005**

# AGREEMENT

Agreement made and entered into as of the 29th day of April, **2001** between **ZALLIE SUPERMARKETS, INCORPORATED T/A SHOP RITE** (hereinafter referred to as "EMPLOYER") and **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1360** chartered by the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO (hereinafter referred to as "UNION").

## ARTICLE I
## PURPOSE

It is the purpose of the Employer and the Union to set forth, with particularity, in this collective bargaining agreement, their duly negotiated understanding with each other in regard to the wages, hours and other conditions of employment for those employees of the Employer who are and will be represented by the Union in the appropriate bargaining units defined herein. Whenever a word is used in the masculine gender, it is intended to and does include both men and women, equally.

## ARTICLE II
## RECOGNITION

1. The Employer recognizes the Union as the exclusive collective bargaining representative with respect to work, rates of pay, hours and all other terms and conditions of employment, for all employees in the appropriate bargaining unit herein defined.

2. The bargaining unit shall include all employees, regardless of hours worked, employed in any and all present and future supermarkets located within Camden, Gloucester, Cumberland, Salem, Burlington, Mercer, Portion of Monmouth, Ocean, Middlesex and Northwest portion of Cumberland County and Southeast portion of Bucks County Pennsylvania which the Employer or any subsidiary thereof owns, leases, licenses, operates or controls directly or indirectly or in which the Employer or any subsidiary thereof has a controlling interest.

3. Excluded from the bargaining unit are meat, delicatessen, seafood employees, store managers, supervisors, security receivers, pharmacists and all full-time scanning, CGO employees and porters.

## ARTICLE III
## JURISDICTION

1. All work and services connected with or incidental to the handling or selling of merchandise offered for sale to the public in the Employer's retail establishments covered by this Agreement shall be performed only by employees within the unit referred to above, for which the Union is recognized as the collective bargaining agent by the Employer. Pack out by bread, soda salesmen and rack jobbers shall be permitted.

2. Representatives of the Employer and Local 1360 have met and will continue to meet on a regular basis, as circumstances require, to discuss competitive differences in language and administrative practices affecting the Clerks' Work Clause. The Union shall not arbitrarily or capriciously withhold relief.

## ARTICLE IV
## MANAGEMENT RIGHTS

All rights and powers not expressly restricted or limited by the terms and conditions of this Agreement shall remain in and be exercised at the sole discretion of the Employer.

## ARTICLE V
## UNION SHOP

1. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on the thirty-first (31st) calendar day following the effective date of this Agreement, or the date of execution, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date or date of execution, whichever is later, shall on or after thirty-one (31) calendar days following the beginning of such employment, become and remain members in good standing in the Union. This shall be enforced and applied in accordance with the provisions of Section 8 (A) (3) of the National Labor Relations Act, as amended.

2. The Employer agrees to discharge any employee for nonpayment of dues and/or initiation fees, upon seven (7) days written notice from the Union to do so.

3.a. The Employer shall check off uniform initiation fees and regular Union dues upon presentation to it of a lawful check off authorization executed by the employee. The Union shall certify to the Employer the amount of regular Union dues to be deducted pursuant to the check off authorization. The deductions shall be on a weekly basis and remitted to the Union on a monthly basis. (A list of all employees for whom deductions have been made indicating the amount deducted from each, shall accompany the check).

b. The Employer agrees to deduct authorized Credit Union payments from the wages of employees upon receipt of proper written authorization from an employee and to remit the same to the Credit Union on a weekly basis. All such deductions and remittances to the Credit Union shall be consistent with the payroll procedures of the Employer.

c. The Employer agrees to deduct authorized Political Action Committee payments from the wages of employees upon receipt of proper written authorization from an employee. It is understood that such authorization for payroll deductions shall be voluntary on the part of the employee and may be canceled in accordance with the requirements of the law and the terms of

the authorization. It is also agreed that such deductions shall be consistent with the payroll procedures of the Employer.

4. Upon hiring, each employee will sign a Union Membership Application Form, a Union Dues and Initiation Fee Deduction Form, and the appropriate Health and Welfare enrollment forms. All forms are to be supplied by the Union. The Employer shall forward all completed forms to the Union on a monthly basis.

5. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deductions made pursuant to the provisions of this Agreement.

## ARTICLE VI
## UNION ACTIVITIES

1. (a) There shall be no discrimination against any employee because of Union membership or activities. It is agreed that Union duties and activities will not be carried on during hours of work. This shall not prevent the Union officials from entering stores to satisfy themselves that this Agreement is being observed. During hours when store is closed, proper security measures shall be taken in each area.

**(b) The Employer and the Union agree that there shall be no discrimination in employment in violation of any federal, state or local law.**

2. It is further agreed that complaints and grievances will be discussed with officials of the Employer and that such matters will not be discussed by the Union with the store employees during hours of work, except when an alleged violation of this Agreement is in question, and provided there is no interruption with the store's business.

3. Bulletin boards in the Employer's stores may be used by the Union provided any notices posted thereon are first approved by the Employer's Human Resources Department. This requirement shall not apply to union meeting notices, which contain only time, place and date of meeting. There shall be two (2) bulletin boards in all stores, one (1) in the break room and one (1) in the back room/stockroom, to be used for official union meeting notices and communications.

## ARTICLE VII
## SENIORITY

1. Seniority lists shall be established twice each year and submitted to the Local Union.

2. Seniority shall be calculated by continuous service from the last employment date with the Employer within the bargaining unit. Employees with more than two (2) years' of continuous service who are laid off and subsequently rehired by the Employer within twelve (12)

months' from the layoff date shall retain their former seniority regardless of any change in their places of employment. Employees with less than two (2) years' of continuous service who are laid off and subsequently rehired by the Employer within six (6) months from the layoff date shall retain their former seniority regardless of any change in their places of employment.

3. Employees absent on account of ill health shall retain their seniority for a period of eighteen (18) months from the date of absence, provided they had twelve (12) months of continuous service. Employees with less than twelve (12) months, but more than six (6) months continuous service, who are absent shall retain seniority for twelve (12) months. Where an employee is absent due to long term disability and is ready to return to work, that employee must notify the store manager at least one (1) week prior to the posting of schedules for the week of his return to work.

4. An Employee promoted to a supervisory position shall have the right to return to the bargaining unit without loss of seniority, provided the employee's service as a supervisor does not exceed two (2) years. **No active employee will be required to be displaced in order to provide employment for an employee returning from such leave.**

5. Employees absent due to a work related accident shall retain full seniority upon a duly authorized release from Worker's Compensation, a personal and Company physician.

6. Employees absent due to illness or accident shall maintain contact with store management **at a minimum of every two (2) weeks.**

7. The Employer shall comply with the applicable laws of the United States concerning the drafting or enlisting of employees into the military service of the United States Government and further shall comply with all applicable laws relating to the reinstatement of said employees to their employment following the completion of their military service.

**8. Credit shall be earned for seniority, wages and benefits for the period of the extension from expiration to September 6, 2001, but not for the period of the work stoppage.**

## ARTICLE VIII
## PROMOTIONS, DEMOTIONS, LAYOFFS, TRANSFERS, REHIRING

1. Promotions

a. In the promotion of an employee into a higher rated classification, the qualifications and availability of the employee shall be considered in conjunction with the seniority of the employee.

b. Part-time employees who are promoted to full-time assignments will receive one (1) month of full-time credit for each two (2) months of part-time service in determining their proper wage, vacation and health and welfare eligibility. No employee shall lose vacation as a result of the operation of this provision. Further entitlement must be earned.

c. For the purpose of establishing full-time seniority for layoff, the date on which a promoted part-time employee becomes full-time shall determine the employees full-time seniority date.

d. Customer Service Attendants who are promoted to part-time assignments shall have their service begin from the date of the change. They shall not suffer any loss of base pay as a result of the promotion. Upon promotion, the employee shall move to the next higher wage rate on the clerks' progression scale. The employee so promoted shall be placed on a **sixty (60)** day trial period.

e. An employee promoted to a Department Head position will be on a ninety (90) day probationary period.

2. Job Posting and Bidding

a. The Employer agrees to post permanent openings for higher rated classifications resulting in promotions to classified or full-time clerk positions.

b. The posting and bidding shall be conducted in the following manner:

1. The position shall be posted for seven (7) days in a readily accessible location.

2. Employees desiring to bid on a posted position may do so within the seven (7) day period by signing the posted bid sheet. The position shall be filled within twenty-three (23) days from the closing date of the posting.

3. There shall be an automatic extension if the Employer is required to expand the search outside of the bargaining unit, the Employer shall notify the Union.

4. The Employer may temporarily assign an employee for no more than thirty (30) days to the open position while the bid is in progress, subject to the extension period.

5. The Employer may permanently fill the position from any source in the event no bid is made during the posting and bidding period.

c. The open position shall be filled in the following manner:

1. In the case of the promotion of a part time clerk to a full time clerk, the Employer may consider availability and seniority in conjunction with qualifications. If all is equal, seniority shall prevail The successful bidder shall be placed in the position on a **sixty (60)** day trial period in the case of a new job assignment.

2. In the case of the promotion of an employee to a classified position, the Employer shall interview those employees who meet the minimum job requirements as determined by the Employer. The Employer may consider qualifications in conjunction with seniority. The

successful bidder shall be placed in the position on a ninety (90) day trial period.

d. The Employer shall submit a copy of all posting and bidding forms from all stores to the Union and shall retain a copy for at least six (6) months.

3. Demotions

In the demotion to a lower rated classification, the qualifications of the employee shall be considered in conjunction with the seniority of the employee.

4. Layoffs

a. In the case of a layoff due to lack of work of a full-time employee, the Employer first shall recognize seniority within the job classification. The employee with the least seniority in the store shall have the right to displace the least senior employee within the bargaining unit.

b. The Employer shall give one (1) week's notice to the Union and the employee of an intended layoff of only full-time employees.

c. In the case of a permanent layoff of a part-time employee, the same terms and conditions as outlined in paragraph 4a shall apply.

d. The Employer shall give forty-eight (48) hours notice to the Union and the employee of a permanent layoff of a part-time employee. A permanent layoff is one in which the Employer has no intention of recalling the employee.

e. In the case of temporary layoff caused by strikes, acts of God, power failure or other reasons beyond the control of the Employer, advance notice need not be given in regard to the daily or weekly work schedule.

f. In the event of a reduction from full-time to part-time, due to lack of work, the least senior full-time employee within the job classification shall be the first to be reduced. Such full-time employee having been reduced to part-time shall receive available straight time hours up to the maximum part-time hours within his or her store based on seniority resulting from the granting of two (2) months of part-time service for each month's full-time service.

g. In an effort to prevent layoff or reduction of a full-time employee to part-time, said employee may work a schedule which includes up to three (3) straight time nights. The Employer will discuss such condition with the Union prior to implementing such a schedule.

h. Where practicable, the Employer shall combine existing part-time assignments within each store so as to provide the maximum part-time employment for each employee within the definition of part-time employment, provided the part-time employee is regularly and continuously available to work such work hours to create as many forty (40) hour positions as possible.

5. Transfers

a. All transfers provided for herein shall be within the employee's job classification.

b. In effecting permanent transfers among stores, the Employer shall consider seniority in conjunction with availability and practicability, other criteria, the availability of transportation and the travel required.

c. In effecting temporary transfers, among stores, the Employer shall make them as the needs of the business require.

d. The Employer agrees to pay the difference in the cost of transportation to employees temporarily transferred from one store to another, when such transfer increases their normal cost of transportation.

6. Rehiring

a. Employees on layoff shall be the first to be rehired in the event of a job opening within six (6) months' from the date of layoff. Employees with at least two (2) years' seniority at the time of layoff shall be rehired in the event of a job opening within one (1) year from the date of layoff.

b. Employees rehired shall report for work no later than seventy-two (72) hours after receiving notice or they shall forfeit their rehire rights.

c. The Employer will notify the Union within one (1) month of all new hires, promotions, demotions, layoffs and permanent transfers occurring among members of the bargaining unit during the previous weeks.

## ARTICLE IX
## LEAVES OF ABSENCE WITHOUT PAY

1. Any member of the Union who is elected as a delegate or representative of the Union in any activity necessitating temporary absence from his or her employment shall be granted such leave of absence without pay upon adequate advance notice thereof to the Employer in writing.

2. Any member of the Union who is elected or appointed to a full-time position with the Union necessitating a lengthy absence from employment shall be granted a leave of absence without loss of seniority, not to exceed the term of office. At the end of such service s/he shall be reemployed at the former wage rate, plus any increase or less any reduction that may have become effective during the absence provided the person is qualified.

3. Such leaves of absence may be renewed and extended for additional periods of office terms by mutual written consent and approval of both the Union and the Employer, subject to the conditions set forth in paragraph 2 above.

4. Any employee may be given a leave of absence not to exceed one (1) year for any reason acceptable to the Employer. This decision shall not be withheld arbitrarily or capriciously.

5. The Employer **and the Union** will comply with all State and Federal laws regarding leaves of absence.

## ARTICLE X
## LEAVES OF ABSENCE WITH PAY

1. All employees with six (6) months service with the Employer who are actually summoned and serving on juries will be granted time off, when needed, for actual jury duty and will receive the difference between their straight time basic weekly pay and the amount received while on jury duty, less such jury duty fee which they receive while serving on their normally scheduled day off. They will be expected to work when the jury is not in session, but under no circumstances shall the application of this clause result in a change in the employee's basic weekly pay or his normal weekly schedule. When a night crew employee is called to serve on jury duty, he shall be excused from his daily or nightly schedule without loss of earnings, except that he shall be scheduled to work day time hours on those days when the jury is not in session.

2. Bereavement leave shall be granted to employees as follows:

a. In the case of the death of a spouse, child or stepchild - five (5) days leave.

b. In the case of the death of a parent, stepparent, grandparent, brother, sister, grandchild, mother-in-law, father-in-law - three (3) days leave.

c. Employee must provide verification of death in order to receive payment for bereavement leave.

d. The eligibility period for bereavement leave for all employees hired after September 2, 1998, shall be three months.

e. Such leave shall not include Sundays or scheduled days off. Under no circumstances shall the application of this clause result in a change in the employee's basic weekly pay.

3. Following sixty (60) days of service, new employees shall receive two (2) hours paid leave to attend the Union's orientation program.

## ARTICLE XI
## GRIEVANCES AND ARBITRATION

1. Grievances or complaints arising out of the interpretation or application of any provision of this Agreement on the part of either the Employer or the Union, shall be taken up in the first instance between the Employer and an authorized representative of the Union without delay.

STEP ONE: All such grievances must be brought to the attention of the parties hereto within two (2) weeks after the occurrence except appeals from discharge which shall be brought to the attention of the parties hereto within one (1) week after the date of discharge.

STEP TWO: Should the Employer and the Union fail to settle such grievance, complaint or dispute at store level, the matter shall be referred within two (2) weeks to the representative of the Employer charged with the conduct of labor relations who is authorized to settle grievances, complaints and disputes, and an authorized representative of the Union who is authorized to settle grievances, complaints and disputes.

STEP THREE: Should the persons referred to in the paragraph above be unable to adjust such grievance, complaint or dispute, the matter shall be referred to arbitration as herein provided:

a. An authorized representative of the Employer and an authorized representative of the Union shall endeavor to select an impartial arbitrator to hear and decide the grievance, complaint or dispute.

b. In the event they are unable to agree upon an impartial arbitrator within five (5) days after the request for arbitration is made by either party, the impartial arbitrator shall be selected through and pursuant to the rules of the American Arbitration Association.

c. The arbitrator selected shall render his decision in writing within thirty (30) days of the closing of the hearing before him.

2. The fees of the American Arbitration Association and the charges of the impartial arbitrator shall be shared equally by the parties to this Agreement. The decision of the impartial arbitrator shall be final and binding upon both parties.

3. By mutual agreement between Employer and Union, the Federal Mediation and Conciliation Service may be used on a trial basis in place of the American Arbitration Association where grievances cannot be settled between the parties.

## ARTICLE XII
## RIGHT OF DISCHARGE AND APPEAL

1. The Employer shall have the right to discharge any employee for good and sufficient cause. Any employee working for a competitor while on vacation or time off shall be considered terminated.

2. In the case of a discharge of any employee who has been in continuous service for more than sixty (60) days or ninety (90) days as the case may be, such employee shall have the right to appeal to the Union. Unless the Union appeals the discharge in writing within two (2) weeks from the date of discharge, the case will be considered closed, with no further right of appeal.

3. Upon such appeal, the Employer and Union shall jointly investigate the reason for such discharge and the justification therefore.

4. If the Union and the Employer cannot agree as to the justification for such discharge, then the matter shall be arbitrated in accordance with this Agreement.

5. In the event that the discharge is found not to be justified, the employee may be reinstated with or without back pay and restoration of privileges and seniority.

## ARTICLE XIII
## WAGES

1. The wages effective during the term of this Agreement are set forth in Schedule "A" annexed hereto and made a part of this Agreement.

2. An employee replacing any employee in a higher classification other than scheduled time off, who is out sick, on leave of absence, or on vacation for more than three (3) working days, will receive the rate of pay of the higher classification, as provided in Schedule "A". In the case of replacements for Assistant Managers, and where applicable, the replacement will receive the minimum of the wage scale for the Assistant Manager classification. The additional pay will be accorded for actual replacement time only. The rate of pay for such relief employee shall not be reduced from his normal rate of pay by reason of the relief assignment.

## ARTICLE XIV
## HOURS AND OVERTIME

1. a. The basic straight time work week for full-time employees shall consist of forty (40) hours, to be worked in five (5) eight (8) hour days within the work week. Upon mutual agreement, employees may work a schedule of three (3) eight (8) hour days and one (1) six (6) hour day and one (1) ten (10) hour day or a schedule of four (4) ten (10) hour days. In an emergency, an employee may work any other combination of schedules which is mutually agreeable to the Employer and the employee.

b. The basic straight time work week for all employees shall be Monday through Saturday.

2. a. All work between **4:00** a.m. and 6:00 p.m. shall be at the straight time rate.

b. Employees hired or appointed to full time status after September 2, 1998, may be scheduled to work a daily work schedule which will begin between the hours of 12:00 p.m. (noon) and 4:00 p.m. at the straight time hourly rate.

c. Full-time employees whose work schedule begins between 12:00 p.m. (noon) and 4:00 p.m. shall be offered in accordance with seniority, opportunities to work an earlier schedule before any newly hired or appointed full-timers are scheduled to work an earlier schedule, provided they are capable to perform the functions of the job.

3. a. The Employer may schedule any full-time employees hired before September 15, 1985 to work any one (1) night to 12:00 midnight at the straight time rate within the forty (40) hour work week when the store is open for business. A full-time employee, at his option, may be scheduled to work any one (1) night to 12:00 midnight at the straight time rate within the forty (40) hour work week when the store is closed for business. In addition, full-time employees hired or appointed after September 25, 1994 shall be permitted to work up to three (3) nights to 12:00 a.m. midnight at the straight time rate within the forty (40) hour work week when the store is open for business.

b. The Employer may schedule any full-time employee hired or reclassified from part-time to full-time employment after September 15, 1985, to work any two (2) nights to 12:00 midnight at the straight time rate within the forty (40) hour work week when the store is open for business. However, a full-time employee who held that position prior to September 15, 1985, reduced to part-time through no fault of his own and later restored to full-time status, shall be permitted to work only one (1) night at the straight time rate as provided for in paragraph 3 (a) above.

c. In order to maintain as many forty (40) hour positions as possible, the Employer may establish work schedules which include up to three (3) straight time nights to 12:00 midnight. A night crew employee requesting day work may accept such a schedule at the straight time rate in order to transfer from night crew.

4. a. The Employer may schedule part-time employees to work at the straight time rate between **4:00** a.m. and 1:00 a.m..

b. Part-time employees may be employed a maximum of thirty-five (35) hours per week.

c. Time and one-half (l-l/2) shall be paid to all part-time employees in excess of thirty-five (35) hours per week. Time and one-half (l-l/2) shall be paid for work in excess of five (5) days in any work week or eight (8) hours in any one (1) day. This shall not be construed as a guarantee of employment.

d. In accordance with the requirements of the business, the Employer will accommodate employees on early/late scheduling by seniority. Employees must be regularly and continuously available.

5. Employees may be scheduled to work up to thirty (30) minutes after regular store closing hours within the forty (40) hour work week for full-time employees, and within the limit of hours for part-time employees, without being eligible for premium or overtime pay, except as otherwise herein provided.

6. Work performed by full-time employees before **4:00** a.m. and after 6:00 p.m.,

except for volunteers and employees hired or promoted to full-time after September 16, 1978, and except as provided in paragraphs 2, 3 and 5 above, shall be at the overtime rate of time and one-half (1-1/2) the employee's straight time hourly rates except:

a. Full-time employees continuously assigned to night crew prior to September 20, 1980, shall receive a premium of ten (10%) percent of their basic straight time weekly rate while so assigned or reassigned. All employees regularly assigned to the night crew from September 20, 1980 through August 31, 1983 shall receive a premium of seventy-five ($.75) cents per hour, or ten (10%) percent of their basic straight time weekly rate, whichever is the lesser. All other employees regularly assigned to night crew will receive a premium of fifty ($.50) cents per hour, or ten (10%) percent of their base straight time weekly rate, whichever is the lesser, for actual hours worked on the night crew.

b. In addition to the premium specified above, the employee in charge of night crew shall receive thirty ($30.00) dollars per week. When the employee in charge of night crew is off for more than one (1) scheduled night in any given week, the employee replacing him shall receive one-fifth (1/5) the rate per night.

c. Employees who on or before September 17, 1978 received the ten (10%) percent premium for night crew or early morning shift performed prior to 7:00 a.m., who are involuntarily transferred to day shift, shall have the right to such premium if reassigned during the term of this Agreement according to the seniority provisions outlined in Article VII or VIII.

d.(1). Part-time employees may be assigned on a night shift provided, however, they must be assigned for a full shift of eight (8) hours. Part-time employees assigned to a night crew shall receive a premium equivalent to the premium outlined in paragraph 6 (a) above for hours worked at night.

(2). Part-time employees hired prior to September 30, 1987 may be assigned on a night shift for at least eight (8) hours per night up to four (4) nights in any one (1) week at the straight time rate plus night premium.

(3). Part-time employee hired on or after September 30, 1987 may be assigned on a night shift for at least six (6) hours per night up to five (5) nights in any one (1) week at the straight time rate plus night premium.

(4). Part-time employees may work any combination of day hours, evening hours and night hours in the same work week, provided there are no split shifts. Eight (8) hours will be the minimum while assigned on the night crew for employees hired prior to September 30, 1987 and six (6) hours will be the minimum while assigned on the night crew for employees hired on or after September 30, 1987. Four (4) hours minimum will apply to day and evening hours.

(5). Consistent with the Agreement for full-time night crew employees to have off two (2) consecutive work days, part-time employees may be assigned to the night shift. If there is an insufficient number of employees to meet the needs of the business on night crew, part-time employees may be scheduled in the inverse order of seniority to work a night crew schedule. However, no part-time employee will lose day hours solely as a result of accepting or not accepting night crew work.

e.(1). No night crew clerk may start before 10:00 p.m. and finish later than 9:00 a.m. A night crew may be scheduled to work five (5) eight (8) hour nights or three (3) nights and two (2) days, or three (3) days and two (2) nights if scheduled on a regular basis. On a mutually agreeable basis, night crews may be scheduled for four (4) ten (10) hour nights for the applicable premium pay. There shall be no changing of schedules to avoid paying overtime. By mutual agreement, night crew employees may be scheduled to begin their shifts prior to or complete their shifts after the times set forth herein.

(2). By mutual agreement, night crew employees may begin work at 10:00 p.m. or later on Sunday at the straight time rate of pay, plus applicable night crew premium.

(3). The Employer may schedule part-time employees to work at the straight time rate of pay on Sunday from 12:01 a.m. through 2:00 a.m., except that part-time employees assigned to night crew shall receive the applicable premium.

f. Full-time night crew employees shall receive two (2) consecutive work nights off, one of which shall be Sunday (10:00 p.m. Saturday to 9:00 a.m. Sunday, except in weeks when the first of the month occurs on a Monday or Tuesday). This clause will not apply to night crew employees who are assigned after December 11, 1985.

7. The least senior qualified employees, except for more senior volunteers, shall be assigned to Saturday evening work on a rotating basis. The Employer may schedule part-time employees to work till 2:00 a.m.

8. There shall be no pyramiding of overtime or premium pay. Hours worked at the premium pay on Sunday and holidays shall not be included in the computation of weekly overtime.

9. All meal periods shall be no less than thirty (30) minutes nor more than one (1) hour. When required on a regular basis and upon the request of the employee, the meal period will be one (1) hour.

10. There shall be no split shifts.

11. Employees working more than six (6) hours in a work day shall receive two (2) daily rest periods of fifteen (15) minutes each, without loss of pay. One (1) rest period shall be in the first half of the work day, the second (2nd) rest period shall be in the second half of the work day as near as possible to the middle of the shift. Part-time employees shall receive one (1) fifteen (15) minute rest period for up to six (6) hours of work. For work over six (6) hours, a one-half (½) hour unpaid lunch period will be allowed, in addition to the aforesaid rest period. If eight (8) hours are worked, two (2) fifteen (15) minute rest periods and an unpaid lunch period of one-half (½) hour will be granted.

12. A part-time employee shall receive a guarantee of four (4) hours work for each work day s/he shall be scheduled to work, provided the employee is regularly and continuously available for such work.

13. Part-time employees shall be scheduled a minimum of sixteen (16) hours work per week, provided they are available to work said hours on a regular and continuous basis. The sixteen (16) hour minimum does not apply to probationary employees or customer service attendants. It may include Saturday night from 6:00 p.m. to midnight. The minimum for Customer Service Attendants shall be twelve (12) hours per week. The daily and weekly minimum hours shall not apply to minors, pursuant to applicable State and Federal laws.

14. A daily working schedule listing his or her full name shall be prepared in ink and posted in a conspicuous place on or before Saturday, except that the schedule for the night crew and those scheduled off on Saturday shall be posted on Friday of the week preceding the week for which the schedule is effective.

15. Call ins will be by seniority pursuant to present policy.

## ARTICLE XV
## SUNDAY WORK

1.a. One and one-half (1-1/2) times the employee's straight time hourly rate will be paid for all work performed on Sunday by employees hired prior to September 25, 1994.

b. Employees hired after September 25, 1994 shall be paid the following premium for all work performed on Sunday:

| | |
|---|---|
| First year of employment | $1.00 per hour |
| Second year of employment | $2.00 per hour |
| Third year of employment | $3.00 per hour |
| Fourth year of employment | $4.00 per hour |

2. All employees scheduled for Sunday work will be scheduled for a minimum of four (4) hours.

3. Sunday work, if available, shall be voluntary among employees by seniority who are regularly and continuously available to work and who are qualified to perform the work, as determined by the Employer, except for the work required for the proper management of a department and store. Employees shall be scheduled by inverse order of seniority if required for operational purposes. No employees will be permitted to make individual agreements as to their Sunday availability.

## ARTICLE XVI
## HOLIDAYS

1. All work performed on the legal holidays listed in paragraph 3 below shall be compensated at one and one-half (1-1/2) the employee's straight time hourly rate in addition to the straight time holiday pay. Customer Service Attendants shall receive time and one-half (1-1/2) for holiday work, where otherwise eligible.

2. Upon the completion of sixty (60) days of service with the Employer, regular full-time employees shall be paid eight (8) hours at the straight time hourly rate if there is no

work to be performed on said holidays, provided the employee works on his or her scheduled work day before and his or her scheduled work day after such holiday, Sunday excepted.

3. During the life of this Agreement, the following holidays or the days observed as such shall be celebrated, where otherwise eligible, in the following classifications:

a. Full-time and part-time Clerks:

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

b. Customer Service Attendants:

| | |
|---|---|
| New Year's Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Labor Day | |

c. Employees shall be granted off for Martin Luther King's holiday, upon request, to be used as a personal holiday. Employees will notify the Employer two (2) weeks in advance of the intent to observe this day.

4.a. Full-time employees hired prior to December 11, 1985 shall be entitled to four (4) personal holidays within each calendar year. One (1) personal holiday shall be taken in each three (3) month period of the calendar year. Those employees previously entitled to a fifth (5th) personal holiday shall continue to receive such.

b. Full-time employees hired after December 11, 1985 and prior to June 30, 1991, shall be entitled to three (3) personal holidays within each calendar year. One (1) personal holiday shall be taken in each four (4) month period of the calendar year.

c. Full-time employees hired after June 30, 1991 shall be entitled to two (2) personal holidays within each calendar year. One (1) personal holiday shall be taken in each six (6) month period of the calendar year.

d. Full-time employees hired after September 25, 1994 shall be entitled to one (1) personal holiday within each calendar year after one (1) year of service and two (2) personal holidays within each calendar year after two (2) years of service. One (1) personal holiday shall be taken in each six (6) month period of the calendar year.

5.a. Part-time employees hired prior to December 11, 1985 shall be entitled to four (4) personal holidays of four (4) hours within each calendar year, which may be taken in accordance with the conditions as set forth for full-time employees.

b. Part-time employees hired after December 11, 1985 and prior to June 30, 1991, shall be entitled to three (3) personal holidays within each calendar year, which may be taken in accordance with the conditions as set forth for full-time employees.

c. Part-time employees hired after June 30, 1991 shall be entitled to two (2) personal holidays within each calendar year, which may be taken in accordance with the conditions as set forth for full-time employees.

d. Part-time employees hired after September 25, 1994 shall be entitled to one (1) personal holiday within each calendar year after one (1) year of service and two (2) personal holidays within each calendar year after two (2) years of service, which may be taken in accordance with the conditions as set forth for full-time employees.

6.a. Customer Service Attendants, hired prior to September 25, 1994, shall receive two (2) personal holidays under the same terms and conditions set forth, above.

b. Customer Service Attendants hired after September 25, 1994 shall receive one (1) personal holiday after one (1) year of service.

7. The personal holiday shall be restricted to any one of the first four (4) working days of the week, Monday through Thursday, and the selection of the day chosen shall be by mutual agreement.

8. In a week which includes any of these holidays, the work week for full-time employees is to be composed of thirty-two (32) hours of work in four (4) days and eight (8) hours of holiday time for which employees will receive a full week's pay.

9. All work performed by full-time employees in a holiday week, on days other than the holiday and/or Sunday, which is in excess of thirty-two (32) hours, shall be paid for at time and one-half (1-1/2). A full-time employee by mutual agreement may be scheduled to work forty (40) straight time hours in a holiday week. All premium pay shall be computed at one and one-half (1-1/2) times the employee's straight time hourly rate.

10. All work performed by eligible part-time employees in a holiday week on days other than the holiday and/or Sunday, which is in excess of thirty-five (35) hours, shall be paid for at time and one-half (1-1/2). During holiday weeks, part-time employees may be scheduled to work five (5) days within the limitation of part-time hours.

11. Part-time employees with six (6) months of continuous service, regardless of whether they are normally scheduled to work on the day that the holiday falls, shall receive holiday pay of four (4) hours. The part-time employee must work his or her scheduled work day before and his or her scheduled work day after such holiday, Sundays excepted, and must work at least one (1) day of the holiday week to qualify. The work schedule shall not be changed to avoid holiday pay.

12. There shall be no pyramiding of overtime or premium pay. Hours worked at premium pay on Sunday and holidays shall not be included in the computation of weekly overtime.

13. All stores will be closed on Christmas Day, if the competition is closed.

## ARTICLE XVII
## VACATIONS

1. All full-time employees shall be eligible for the following:

a. Full-time employees will be granted one (1) week's uninterrupted vacation with full pay after one (1) year of continuous full-time service and two (2) weeks' uninterrupted vacation with full pay with three (3) years' continuous full-time service occurring at any time within the calendar year.

b. Full-time employees who will have completed eight (8) years' continuous full-time service, occurring at any time within the calendar year, will be granted three (3) weeks' vacation with full pay, two (2) weeks' uninterrupted and one (1) week additional at a time convenient to both the Employer and the employee.

c. Full-time employees who have completed fourteen (14) years of full-time continuous service, occurring at any time within the calendar year, will be granted four (4) weeks' vacation with full pay, two (2) weeks' uninterrupted and two (2) weeks' additional at a time convenient to both the Employer and the employee.

d. Employees who have completed twenty (20) years' of continuous service, occurring at any time within the calendar year, will be granted five (5) weeks' vacation with full pay, two (2) weeks' uninterrupted and three (3) weeks' additional at a time convenient to both the Employer and the employee.

2. All part-time employees shall be granted vacation with pay, pro-rated on the average weekly hours for the year, under the same terms and conditions as above set forth for full-time employees.

3. All vacations must be taken at any time within the calendar year and may not be accumulated from year to year.

4. Vacations may be selected by employees on the basis of length of service with the Company, subject to the requirements of the business.

5. Employees who are absent in excess of thirteen (13) weeks in the calendar year shall receive a pro-rata vacation entitlement. One twelfth (1/12) entitlement shall be paid for each full month worked.

6. In the event the services of an employee are terminated, voluntarily or involuntarily, except for discharge due to intoxication or dishonesty and except as provided for in Paragraph 8, below, according to past practice, there shall be paid to such employee wages covering the completed period of vacation to which the employee is entitled upon the termination of such service.

7. a. Employees with less than one (1) year of service who are laid off shall retain their time worked as credit to qualify for vacation providing they have retained their seniority as stated in the contract for employees who are laid off and subsequently return to work.

b. Employee's with less than one (1) year of service who are laid off shall receive as their vacation allowance:

(1). Shall receive their full vacation entitlement based on their years of service, or

(2). One twelfth (1/12th) of this sum for each month of additional service based on their anniversary dates of employment.

8. If one of the specified holidays agreed upon in Article XVI, except for the personal holidays, shall fall within the period of the full-time employee's vacation, said full-time employee shall be granted one (1) full day's pay of eight (8) hours based upon the full-time employee's regular straight time hourly rate.

9. An employee's on the job service, which is interrupted by induction into the U.S. Armed Forces, shall be considered as continuous in determining the length of continuous on the job service required for eligibility for vacation grants.

10. The "vacation period" shall be defined as that period beginning April 1 and ending on the Saturday nearest October 31: except that the third and fourth weeks' vacation will be scheduled by the Employer as business operations permit during the "vacation year". By mutual agreement, employees who are eligible to take more than two (2) weeks vacation may take the additional time in individual days.

11. All vacation pay shall be calculated on the employee's basic straight time hourly rate. If an employee is regularly and continuously scheduled to work on a night shift for which a fixed night differential is paid, such differential shall be part of his basic hourly rate for the purpose of computing vacation pay. Night differential does not include premium overtime rates of pay.

12. Vacation selection shall be done by a process in which employees will indicate their vacation date preference on a sign up sheet to be posted in the store. Selection will be by seniority. Once the selection process is closed, employees may not be bumped from their approved dates by a more senior employee.

## ARTICLE XVIII
## MISCELLANEOUS WORKING CONDITIONS

1. Employees shall launder all uniforms supplied by the Employer and shall comply with the terms of the current dress code and uniform policy. All coats and aprons required by the Employer to be worn in the stores and markets shall be furnished and laundered by the Employer. When employees have agreed in cooperation with the Employer to have drip-dry uniforms, two (2) uniforms shall be supplied to each employee by the Employer without cost.

2. No employee handling cash shall be responsible for any shortage (being cash or cash equivalent) unless:

a. The employee is given his/her own register till.

b. The employee is given the opportunity to count the cash at the beginning and close of the work day and is given the register readings at the beginning and close of the work day.

c. Only one (1) such employee is empowered to ring up on the cash drawer for which the clerk is responsible.

d. The clerk has failed to lock and remove the key when the register is unattended. The key will be accessible to the clerk.

3. All privileges not covered hereby shall continue as heretofore and shall not be eliminated by virtue of the signing of this Agreement.

4. A time and attendance system will be provided in all stores of the Employer.

a. The Employer and the Union agree that a proven violation of established time and attendance rules, including working before punching in or after punching out, may subject an employee to disciplinary action up to and including discharge.

b. All time during which an employee is suffered or permitted to work or is required to be on duty or on the Employer's premises or at a given place shall be considered hours worked and recorded on the time and attendance system.

5. If a physical examination or health permit is required by the Employer or Local Government, the cost of the examination or permit shall be borne by the Employer.

6. No employee shall be required to take a polygraph or any other similar test.

7. The Employer shall provide foul weather gear.

## ARTICLE XIX
## HIRING EMPLOYEES

1. a. The Employer may hire employees for the classifications covered hereunder from any source.

b. The Employer agrees that when full-time job openings become available, qualified full-time and part-time employees with recall rights shall have first preference.

2. The first sixty (60) days of employment of any employee with the Employer shall be considered a probationary period. In the case of new or remodeled stores, the probationary period shall be ninety (90) days. The Employer may discipline or terminate any employee for any reason whatsoever within the first sixty (60) days of his or her employment, or ninety (90) days for new store openings or major remodels, and there shall be no right of appeal therefrom.

3. All employees shall be given a maximum of one (1) year's service credit for previous similar supermarket retail food store experience, provided this experience is declared at the time application for employment is made.

## ARTICLE XX
## UNION STEWARDS, ENFORCEMENT OF STANDARDS AND UNION STORE CARDS

1. The Union will use its best efforts to secure as stewards a high caliber of employee, who shall be required to conform to the standards and qualifications required by the Union and the Employer. Union Stewards will at all times be full-time and part-time employees and shall be the last to be laid off within their departmental classification if reasonably able to perform the work.

2. The Union shall furnish the Employer with a complete list of the stewards, which list shall be supplemented from time to time as necessary.

3. The Union shall do everything within its power to enforce the rules and regulations of the Employer and through advice, instruction and example to maintain the highest standard of work.

4. The Union shall furnish to the Employer at least one (1) official Union emblem for each of the Employer's stores covered by this Agreement, to be displayed in the customer area of the premises. Such official emblems shall remain the property of and shall be surrendered to the Union on demand.

5. The Stewards or other individual employees covered hereby shall not be considered agents of the Union for the purpose of calling strikes or slowdowns.

6. No transfers of Shop Stewards will be made without the consent of the Union. The Union will not withhold its consent arbitrarily.

7. Shop Stewards shall be entitled to a leave of sixteen (16) hours for full-time stewards and eight (8) hours for part-time stewards each calendar year with pay for Shop Steward training and education. The Union must notify the Employer at least two (2) weeks in advance thereof. The Shop Steward must, upon returning from the leave, present the Store Manager with written evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended.

8. Any person designated as Steward by the Union shall receive any and all rights, benefits, duties and privileges of such position and the Union agrees not to designate more than two (2) Stewards per store unless such store is regularly open twenty-four (24) hours per day, where the limit shall be three (3) Stewards, with one (1) designated for the over night shift.

## ARTICLE XXI
## HEALTH & WELFARE

1. The Employer shall contribute to the United Food and Commercial Workers and Participating Food Industry Employers Tri State Health and Welfare Fund as follows: (cost includes the May 1, 2001 M.O.B.)

2. a. Monthly contributions shall be made for each full-time employee commencing with the month following the completion of six (6) months of continuous full-time service with the Employer, provided the employee is active during the first fiscal week of that fiscal month. There shall be no more than twelve (12) such monthly contributions during a twelve (12) consecutive calendar months.

b. The basic contribution rate for full-time employees shall be as follows:

(1) Full-time employees with six (6) months and less than four (4) years of continuous full-time service will receive the following benefits:

PLAN H **$556.02**

| | | |
|---|---|---|
| Emp. Memb. Assist. | Life Insurance | A.D. & D |
| Self Insured A & S | Hosp/Med/Surgical | Room & Board |
| Miscellaneous | Surgical | Medical |
| Consultation | Diag. X Ray & Lab | M/M (30,000) |
| Catas.Ill.Insurance | Drugs | Vision |
| Dental | Allergy | Prepaid Legal |
| Ret. BC/BS/MM (62-65) | Retiree Drugs | Retiree Vision |
| Reserve | Sec. Opinion Cons. | O.P.Chemo Phy Ther |
| 2601 Medical Emerg. | Physical Exam. | Podiatry |
| Chiropractic | | |

(2) Full-time employees with more than four (4) years of continuous full-time service will receive the following benefits:

PLAN I **$791.97**

| | | |
|---|---|---|
| Emp.Mem. Ass't. Prog | Life Insurance | A.D. & D. |
| Self Insured A & S | Blue Cross | Blue Shield |
| Drugs | Vision | Major Medical |
| 2601 Medical Emerg. | Prepaid Legal | Dental |
| Physical Examination | Retiree BC/BS/MM | Retiree Drugs |
| Retiree Dental | Retiree Vision | Reserve Factor |
| Cat.Ill. Insurance | Allergy | Podiatry |
| Chiropractic | | |

3. a. Monthly contributions shall be made for each part-time employee on the payroll commencing with the month following completion of one (1) year of continuous part-time service with the Employer, provided the employee is active during the first fiscal week of the fiscal month. There shall be no more than twelve (12) monthly contributions during any twelve (12) consecutive calendar months.

b. The basic monthly contribution rate for part-time employees shall be as follows:

(1) Part-time employees with more than one (1) year and less than three (3) years of continuous part-time service will receive either of the following two options of benefits:

| OPTION I | OPTION II **$73.83** |
|---|---|
| Hospital/Med/Surgical | Supplemental Maj. Med. $20,000 |
| Room & Board, Misc. | Life time Maximum 75/25 co-pay |
| Surgical/Medical | $300 deductible per year |
| Consultation | $300 Hospital Deductible |
| Diag.X Ray & Lab. | Drugs, Vision & Dental |
| Emp. Mem. Assist Program | Employee Member Ass't Program |
| Major Medical ($10,000) | |

(2) Part-time employees with more than three (3) years of continuous part-time service will receive the following benefits:

PLAN G **$398.66**

| | | |
|---|---|---|
| Emp. Member Assist. | Surgical | Life Insurance |
| Medical | A.D. & D. | Consultation |
| Self Insured A & S | Diag. X Ray & Lab | Drug |
| Major Med ($30,000) | Vision | Dental |
| Catast. Ill. Ins. | Second Opinion | Allergy |
| O.P.Chemo/Phys/Ther. | Pre-Paid Legal | Physical Exam. |
| Reserve Factor | Hospital/Med/Surg. | Room & Board |
| Podiatry | Chiropractic | Miscellaneous |

(3) Part-time employees hired or appointed after September 25, 1994 shall be eligible for either Option 1 or Option 2 after one (1) year of service and for the next two (2) years, if eligible. Upon completion of three (3) years of service, such employee shall become eligible for the new Plan "GSR", as follows:

NEW PLAN "GSR" - EMPLOYEE ONLY **$137.88**

| | | |
|---|---|---|
| Life Insurance | A.D. & D. | Medical |
| Room & Board | Hosp. | Miscellaneous |
| Surgical | Diag. X Ray & Lab | Consultation |
| Major Medical | Catastrophic Ill. | Chemo. |
| Drug | Vision | Dental |
| Physical Exam. | Second Opinion | |

4. Customer Service Attendants with more than one (1) year of continuous service shall be eligible for the following benefits:

Vision, Prescription, Dental and Allergy - **$77.68**

5. **Effective May 1, 2001, the Employer agrees to pay the cost to maintain the current benefit level as determined by the Fund Administrator. Effective May 1, 2002, May 1, 2003 and May 1, 2004, the Employer agrees to increase contributions to a maximum of twelve percent (12%) per year in order to maintain the benefits currently in force. If the actual cost of benefits in any year is less than twelve percent (12%), then the remaining percentage may be carried over to the next year as long as the three (3) year total does not exceed thirty-six percent (36%).**

***6. The Union shall provide the Employer with the information from the Fund* used to determine increases in costs under the Maintenance of Benefits provision.**

**7. Upon ninety (90) days' written notice, the Employer shall have the right, at its option, to withdraw from the UFCW and Participating Food Industry Employers Tri-State Health and Welfare Fund and, *in conjunction with the Union, to establish a similar* jointly administered Fund to provide benefits to eligible employees, that mirror the Tri-State benefits, subject to the maintenance of benefits provisions, above.**

8. The Plan shall conform to the legal requirements of the law, both State and Federal.

9. Effective January 1, 1995, a gatekeeper Point Of Service Plan for Plan I participants shall be implemented.

10. The Employer shall provide coverage under New Jersey Temporary Disability Law.

11 In the event of any change in State or Federal legislation affecting the tax deductibility of this coverage, the parties shall immediately meet to make all necessary changes to the Plan to assure that the Employer's Health & Welfare costs shall not increase. As a result of this provision, no employee contribution shall be required and the Employer shall receive no windfall.

12. Employees and their dependents who have other coverage available should enroll in that plan immediately (and monitor) at a cost not to exceed $20.00 per month. Employees or dependents who fail to enroll in other available coverage will not be eligible for coverage under this plan.

13. The Trustees of the Fund shall work out the benefit program within the money provided on an actuarially sound basis.

14. An eligible full-time employee who is reduced to part-time status shall continue to receive full-time Health and Welfare benefits for a period of six (6) months following his reduction in status and the Employer shall continue to make such full-time contribution for the same period.

15. Part-time employees who are promoted to full-time assignments will receive one (1) month of full-time credit for each two (2) months of part-time service in determining their Health and Welfare eligibility.

## ARTICLE XXII
## PENSION

1. The Employer shall contribute to the United Food and Commercial Workers Union and Participating Food Industry Employers Tri State Pension Fund, for eligible employees in accordance with Appendix "E" of the Declaration of Trust and Plan Document governing the Plan as provided, below. For the purpose of this Article, a "full time employee" is defined as an employee who on the first day of a calendar month shall have completed the appropriate amount of full-time service as set forth below, during which the employee was regularly and continuously scheduled to work a forty (40) hour week. The monthly contribution shall be made for each full-time employee as defined, who is active during the first fiscal week of any fiscal month. There shall be no more than twelve (12) such monthly contributions during any twelve (12) consecutive calendar months.

Contributions for eligible full-time employees shall begin on the first of the month following completion of ninety (90) days of continuous full time service as follows:

| | |
|---|---|
| More than ninety (90) Days and less than four (4) years | $125.00 per month |
| More than four (4) Years and less than ten (10) years | 188.00 per month |
| More than ten (10) years | 214.00 per month |

2. The Employer shall contribute to the United Food and Commercial Workers and Participating Food Industry Employers Tri State Pension Fund for each part-time employee, including Customer Service Attendants, as provided below. For the purpose of this paragraph, a "part-time employee" is defined as an employee, who on the first day of a calendar month shall have completed the appropriate amount of part-time service, set forth below. The monthly contribution shall be made for a part-time employee, as defined, who is active during the first fiscal week of any fiscal month. There shall be no more than twelve (12) such monthly contributions during any twelve (12) consecutive calendar months.

| | |
|---|---|
| More than ninety (90) days and less than four (4) years | $15.00 per month |
| More than four (4) years and less than ten (10) years | 47.00 per month |
| More than ten (10) years | 59.00 per month |

3. The benefit level for these contributions is outlined in the Schedule of benefits as determined by the Trustees. Any increase in pension benefits will be effective on the first day of the month following Internal Revenue Service approval.

**4. The Employer shall be entitled to the twelve (12) months of contribution holidays as previously granted to the industry, plus any and all contribution holidays subsequently approved by the Trustees of the UFCW and Participating Food Industry Employers Tri-State Pension Fund, beginning during the first full month after ratification and running continuously, thereafter.**

5. It is further understood and agreed that the Pension Plan as amended shall be considered as Appendix I of the Agreement and Declaration of Trust.

6. The industry-wide Pension Plan as adopted must have the continuing approval of the Internal Revenue Service as an exempt Plan.

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

## ARTICLE XXIII
## NO STRIKES, NO LOCKOUT

1. The parties agree that there shall be no authorized strikes, stoppages of work, slowdowns, lockouts or any other interferences of whatsoever nature during the life of this Agreement.

2. Nothing herein contained, however, shall compel any employee to walk through a picket line set up by Local 1360, or Meat Cutters Retail Joint Council of Philadelphia and Vicinity, provided said strike has received approval of the International Union.

3. In the event of a threat of, preparation for, or the actuality of an unauthorized work stoppage, walkout or strike, the Union and all of its officials will take every reasonable action to prevent and stop such proceedings by any of its members.

## ARTICLE XXIV
## SEPARABILITY

Should any article, part or paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction to be unlawful, invalid, ineffective or unenforceable, said article, part or paragraph shall not affect the validity and enforceability of any other article, part or paragraph hereof and the remainder of the Agreement shall continue in full force and effect.

## ARTICLE XXV
## DURATION OF AGREEMENT

The Employer agrees that this contract shall be valid and binding upon its heirs, successors or assignees. Before the Employer sells, leases, transfers or assigns the business covered hereby to any purchaser, transferee, or assignee, such person must be advised by the Employer of the existence of this Collective Bargaining Agreement and the Employer agrees to do so. The Employer further agrees that there shall be no sale, transfer or assignment of the business unless the purchaser, transferee or assignee agrees to accept, abide by and be bound by all terms and provisions of this contract. The Employer further agrees that there shall be no sale, transfer or assignment of this business unless the purchaser, transferee or assignee agrees to keep in its employ the employees represented by the Union under the provisions of this Agreement, and to recognize the Union as the bargaining representative of the employees in their respective classifications covered hereby. When the purchaser, transferee or assignee accepts the contract and agrees to be bound by the transfer thereof and signs a statement accordingly or countersigns the contract, the seller shall be relieved of any obligations he may have assumed under the terms of this Agreement.

If the Employer fails in any way to abide by his obligations under the above paragraph, the obligations for wages and other benefits shall be enforceable by suit by an individual employee.

This Agreement shall be effective from **April 29, 2001** and shall continue in full force and effect to and including **April 30, 2005**, and shall continue from year to year thereafter unless or until either party serves notice, in writing, at least sixty (60) days prior to the expiration of the original or any subsequent period of a desire to change, modify or terminate this Collective Bargaining Agreement. In the event either party serves notice with respect to changes in or modification or termination of the Agreement, it is agreed that the parties shall begin negotiations promptly. Pending the outcome of such negotiations, this Agreement shall continue in full force and effect beyond the expiration date, subject, however, to the right of either party to terminate the entire Agreement upon at least seven (7) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, their successors in title, and assignees intending to be legally bound by this Agreement, have executed this Agreement this _____ day of _____, **2001** by their duly authorized officers and representatives.

ZALLIE SUPERMARKETS, INC.
T/A SHOP RITE

[redacted] ZALLIE
PRESIDENT
GEORGE ZALLIE

UNITED FOOD & COMMERCIAL WORKER
UNION, LOCAL 1360

MICHAEL P. MCWILLIAMS
SPECIAL ASSISTANT TO THE PRESIDENT

## SCHEDULE "A" WAGES

A. ACROSS-THE-BOARD-INCREASES:

**Employees on the payroll on October 28, 2001, who are at the top rate of $10.50 per hour or above for Clerks, or $7.00 per hour or above for CSA's, shall receive the following across the board increases on the dates set forth below:**

| | Effective 10/28/01 | Effective 7/28/02 | Effective 10/26/03 | Effective 12/26/04 |
|---|---|---|---|---|
| Full time Clerks | $.50 per hour | $.50 per hour | $.50 per hour | $.10 per hour |
| Part time Clerks | $.50 per hour | $.50 per hour | $.50 per hour | $.10 per hour |
| CSA's | $.25 per hour | $.25 per hour | $.25 per hour | $.05 per hour |

**Those employees at the top rate of $10.50 or above on October 28, 2001, and remain on the payroll forty-five (45) days thereafter, shall receive the following cash bonus:**

**Full time Clerks: $300.00**
**Part time Clerks: $150.00**

Upon reaching the top of the progression scale, all employees shall become eligible for any remaining across-the-board increases.

B. WAGE PROGRESSION INCREASES

CLERKS - FULL-TIME & PART-TIME

**Each employee currently in the wage progression scale will move onto the next higher progression step on the new wage progression scale at the employee's next progression anniversary date after October 28, 2001.**

| | Employees hired on or prior to October 28, 2001 | Employees hired after October 28, 2001 |
|---|---|---|
| Start | $___ | $6.75 |
| After 6 Months | $7.15 | $6.90 |
| After 12 Months | $7.25 | $7.00 |
| After 18 Months | $7.50 | $7.25 |
| After 24 Months | $8.00 | $7.75 |
| After 30 Months | $8.50 | $8.25 |

| | | |
|---|---|---|
| After 36 Months | $9.00 | $8.75 |
| After 42 Months | $9.75 | $9.50 |
| After 48 Months | $10.75 | $10.75 |

CUSTOMER SERVICE ATTENDANTS

| | |
|---|---|
| Start | $5.25 |
| After 60 Days | $5.50 |
| After 6 Months | $5.75 |
| After 12 Months | $6.00 |
| After 18 Months | $6.25 |
| After 24 Months | $6.50 |
| After 30 Months | $6.75 |
| After 36 Months | $7.00 |

C. DEPARTMENT MANAGER AND CLASSIFIED EMPLOYEES

| | **Effective 10/28/01** | **Effective 7/28/02** | **Effective 10/26/03** | **Effective 12/26/04** |
|---|---|---|---|---|
| **Produce Manager** | **$685.00** | **$705.00** | **$725.00** | **$729.00** |
| **Grocery Manager** | **$685.00** | **$705.00** | **$725.00** | **$729.00** |
| **Bakery Manager** | **$645.00** | **$665.00** | **$685.00** | **$689.00** |
| **Dairy Manager** | **$645.00** | **$665.00** | **$685.00** | **$689.00** |

| | | |
|---|---|---|
| * | Head Cashier | $30.00 above applicable rate |
| * | Front End Manager | $30.00 above applicable rate |
| * | Non-Food Manager | $30.00 above applicable rate |
| * | Frozen Food Manager | $30.00 above applicable rate |
| * | Floral Manager | $30.00 above applicable rate |
| * | Night Crew Chief | $30.00 above applicable rate |

* Where designated

SCHEDULE "B"

CUSTOMER SERVICE ATTENDANT

1. The duties of the Customer Service Attendant are as follows:

Bagging, cleaning, carts, returns, signs, pulling cardboard, blocking and leveling, bottles and bottle returns.

2. For purposes of promotion, the employee shall move to the next higher wage rate on the clerk's progression scale. The employee so promoted shall be placed on a thirty (30) day trial period.

3. Seniority for Customer Service Attendants will be by store for the purpose of hours.

SIDE LETTER

Agreement has been made between the Employer and Union, Employees on a medical leave of absence under disability or workers' compensation shall not receive compensation with respect to personal holidays.

ZALLIE SUPERMARKETS, INC.
T/A SHOP RITE

PRESIDENT

GEORGE ZALLIE

U.F.C.W. LOCAL 1360

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PRESIDENT