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Title: **King Kullen Food Stores Inc. and United Food and Commercial Workers Union (UFCW), AFL-CIO, Local 1500 (2002)**

K#: **6376**

Employer Name: **King Kullen Food Stores Inc.**

Location: **NY**

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

Local: **1500**

SIC: **5411**

NAICS: **445110**

Sector: **P**

Number of Workers: **3000**

Effective Date: **06/23/02**

Expiration Date: **06/24/06**

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AGREEMENT WITH KING KULLEN FOOD STORES, INC. & UFCW LOCAL 1500, CHARTERED BY THE UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO

Your Contract is only as strong as you, the rank and file, make it. You should know your contract and your rights as well as the company's rights. If you are in doubt, call your union office, and you will receive the proper guidance and information pertaining to your question. If your question is not too important and can wait until your delegate visits you, be sure that you give him or her all the needed information and facts pertaining to your grievance or question.

It is to your interest that you submit all grievances and complaints to your union office or business representative immediately, so that they may be handled without delay.

Fraternally yours, LOCAL 1500. UFCW Union Local 1500, 221-10 Jamaica Avenue, Queens Village, N.Y. 11428, 718-479-8700, Toll Free 1-800-522-0456.

Effective Date: June 21, 1998 512 **Expiration Date: June 20, 2002**

Agreement made this 21th day of June 1998, by and between the UNITED FOOD AND COMMERCIAL WORKERS UNION, Local 1500, chartered by the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO, with offices at 221-10 Jamaica Avenue, Queens Village, New York 11428-2035, hereinafter referred to as the UNION, and KING KULLEN GROCERY CO., INC. having its principal place of business at 1194 Prospect Avenue, Westbury, New York 11590-2798, hereinafter referred to as the EMPLOYER.

Witnesseth that in consideration of mutual promises covenants and conditions herein contained, and for other good and valuable considerations, the parties hereto do hereby agree as follows:

ARTICLE 1
UNION RECOGNITION

01.01 The Employer hereby recognizes the Union as the exclusive bargaining representative for its Store Employees, both Full Time and regular *Part Time Employees, exclusive of Meat and Fish Department Employees,* Store Managers, Assistant Store Managers, Assistant Managers and Supervisors, in all of its stores wherever located.

01.02 A full time employee is an employee who regularly works for the Employer thirty (30) or more hours per week. A regular part time employee is an employee who regularly works for the Employer less than thirty (30) hours per week, and such regular part time employees shall have and receive only those rights and benefits specifically provided for them in this Agreement.

ARTICLE 2
UNION SHOP

02.01 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, as a condition of their continued employment by* the Employer, become members of the Union on the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is later, and they shall thereafter maintain their membership in the Union in good standing during the term of this Agreement.

02.02 Any employee who is expelled from membership in this Union because of non-payment of dues or initiation fees to the Union which would subject the employee to discharge under the provisions of the Labor Management Relations Act of 1947, as amended, shall be subject to dismissal from employment within seven (7) days after receipt by the Employer, from the Union, of written notice setting forth such non-payment of dues or initiation fees.

ARTICLE 3
CHECKOFF

03.01 *The Union shall provide the Employer with a duly executed* authorization for checkoff of dues and initiation fees signed by each employee who shall be subject thereto, and such authorization shall conform with the requirements of the Labor Management Relations Act of 1947 and the amendments thereto.

03.02 The *Employer agrees to deduct union dues and initiation fees* from the wages of the Employees in the bargaining unit who provide the Employer with such written authorization.

03.03 Such deductions shall be made weekly by the Employer from the wages of the employees in advance of the month due and will be transmitted to the Union by the tenth (10th) day of the following month. If the Employer fails to remit the checked-off dues and the initiation fees as provided in this paragraph by the fifteenth (15th) day of the month due, the Union will have the right to turn the matter over to an attorney to institute any proceedings deemed appropriate for collection provided that the Union shall, prior to the said fifteenth (15th) day, orally notify the Employer of the delinquency. In the event the delinquency is turned over to an attorney for collection, the Employer agrees to be responsible for all reasonable collection expenses, including, but not limited to, reasonable attorneys' fees.

03.04 The Employer agrees to deduct weekly from the wages of those employees who have given proper authorization, such amounts due the *Local 1500 Credit Union and remit same to said Credit Union on a weekly* basis. The Employer's obligation to remit to the Local 1500 Credit Union shall be limited to the amounts, which it actually deducts from the employees' wages.

03.05 The Employer agrees to remit to the Union's ACTIVE BALLOT CLUB, on an annual basis, an agreed upon amount to be deducted from the wages of employees who are Union members and who have signed the necessary authorized deduction cards.

03.06 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon such authorization and a list furnished to the Employer by the Union setting forth the amount of dues and initiation fees owing from each employee or for the purpose of complying with the provisions of any check-off authorization.

ARTICLE 4
MANAGEMENT CLAUSE

04.01 The Employer reserves the right to the operation of its business and the direction of its working forces including but not limited to, the establishment of the opening and closing time of stores, the fixing of Employees' starting and stopping hours, the assignment of work shifts, the right to hire, transfer, suspend, lay off, recall, promote, demote, discharge for good cause, discipline Employees, assign Employees to relieve Employees from duty because of lack of work, transfer Employees from one store location to another, assign Employees, temporarily or permanently, to any store department within the bargaining unit, and to change the type of work to be performed by an Employee, subject, however, to the provisions of this Agreement.

04.02 Employees covered by this Agreement shall not be required to take a lie detector test.

ARTICLE 5
HOURS OF WORK

05.01 The regular workweek for full time employees shall be forty (40) hours per week, exclusive of meal periods, consisting of five (5) eight - (8) hour days.

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05.02 Scheduling of Employees' starting and stopping time before store's opening hour and after store's closing hour will be permitted for the purpose of checking out and servicing customers.

05.03 The Company shall post not later than 3:00 P.M. each Saturday. the work schedule of employees covered under this Agreement for the following week. If an employee is off on Saturday, then this employee's schedule shall be posted not later than 3:00 P.M. on Friday. In case of an emergency or any condition beyond the control of the Company, these schedules may be changed by the Company. Such changes will be made with due consideration for the Employee.

ARTICLE 6
OVERTIME

06.01 Employees covered by this Agreement working in excess of forty (40) hours in a week or eight (8) hours in a day, exclusive of meal periods, shall be paid for such work at time and one-half their straight time hourly rate.

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

06.03 In a week during which a full day holiday occurs as herein provided and the employee qualifies, the number of hours constituting a regular work week for full time employees shall be thirty-two (32) hours per week consisting of four (4) eight (8) hour days and any time worked in excess of said number of hours shall be paid at the overtime rate of pay as herein provided.

06.04 Overtime shall be worked as required by the Employer. Reasonable notice should be given to Employees on overtime assignments.

ARTICLE 7
PREMIUM PAY

07.01 Full time employees, except when they are assigned to a late shift, shall receive premium pay of 75¢ per hour for all hours of work performed before 8:00 A.M. (before 6:00 A.M. in the case of employees hired or appointed to full time status on or after June 19, 1988 and before 5:00 A.M. in the case of employees hired or appointed to full time status on or after June 21, 1998) or after 6:00 P.M. provided such hours of work are within the regular forty (40) hour work week.

07.02 All full time clerks who are assigned to work on Night Pack-Out shall be paid 10% of their regular rate in addition to their regular rate, for all hours worked after midnight. Such employees hired or appointed on or after June 19th, 1988 shall he paid a premium of no more than fifty ($50.00) dollars per week for a forty (40) hour week.

All full time clerks who are assigned, as cashiers shall be paid .75¢ per hour for all hours worked after midnight. Part time employees who work on a night shift from 12:00 A.M. midnight to 8:00 A.M. shall receive ten (10%) percent per week above their regular applicable progression scale or wage.

All full time employees hired or reclassified prior to June 21, 1998 who are assigned to work on a late shift shall be paid One Dollar ($1.00) per shift premium in addition to their regular rate. Any shift that commences at 12:00 Noon or later is a later shift within the meaning of this provision.

All full time employees hired or reclassified on or after June 21, 1998 who work a shift, which begins at 11:00 A.M. or later shall receive a premium of $1.00 per day per shift.

07.03 Key Person - A Key person so designated by the employer who presently works on a day-night pack-out crew shall receive premium pay at the rate of Seventy-Five Cents (.75¢) per hour for all hours worked after 6:00 P.M. The key person shall also receive Two Dollars ($2.00) per night when the manager or assistant store manager is not present to lock up the store at closing and/or lock the store cash in the safe. If two employees are so designated as key persons, they would both receive the Seventy-Five Cents (.75¢) per hour for all hours worked after 6:00 P.M.

07.04 Full time employees designated by the employer as Night Crew Chief on the night pack-out crew shall receive an additional premium of Two Dollars ($2.00) per night.

07.05 There shall be no pyramiding or duplication of overtime and/or premium pay.

ARTICLE 8A
HOLIDAYS

08A.01 Any full time employee who works on Holidays shall be scheduled for eight (8) hours work providing that the store is open for eight (8) hours and further provided the employee is available to work eight (8) hours. In the event that the store is open for less than eight hours, such full time employees shall be scheduled for the hours that the store is open.

08A.02 Full time employees shall be given a reasonable opportunity to work on Holidays on a rotating seniority basis when the store is open for business.

08A.03 If the Employer is unable to staff the store or department on a holiday, the Company may schedule the necessary employees by inverse order of seniority to complete the staffing. On those holidays that the stores are presently closed and where the Employer opens on such holidays in the future, the Employer will seek volunteers to work before requiring employees to work in inverse order of seniority.

HOLIDAYS - FULL TIME EMPLOYEES

08A.04 All full time employees hired on or before June 15, 1991, covered by this Agreement and who qualify, shall receive the following lega holidays with pay:

New Year's Day	Labor Day
President's Day (Washington's Birthday)	Presidential Election Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

08A.05 All full time employees hired on or after June 16, 1991 or on o before June 18, 1994 covered by this agreement and who qualify, shal receive the following legal holidays with pay:

New Year's Day	Labor Day
Memorial Day	Presidential Election Day
Fourth of July	Thanksgiving Day
	Christmas Day

08A.06 In addition to the holidays listed above, full time employee hired on or after June 16, 1991 or on or before June 18, 1994, who have completed thirty (30) days employment prior to the annual date on which Washington's Birthday (President's Day) occurs, shall receive a persona holiday [eight (8) hours pay] in lieu of Washington's Birthday (President's Day). Said personal holiday must be granted and taken prior to the end of each contract year, unless, the employee requests time off at a later date.

08A.07 In addition to the holidays set forth above, full time employees hired or converted prior to June 18, 1994 who have been in the employ of the employer for six (6) consecutive months as a regular full time employee shall be entitled to four (4) personal holidays during a contract year, one of which shall be the employee's birthday and the employee's anniversary date of employment. One personal day shall be taken during the first six (6) months of the contract year and one during the second six (6) months of the contract year.

08A.08 All full time employees hired on or after June 19, 1994 who have completed three (3)-months of full time employment covered by this agreement and who qualify shall receive the following legal holidays with pay:

New Year's Day	Presidential Election Day
Memorial Day	(if registered voter)
Fourth of July	Thanksgiving Day
Labor Day	Christmas Day

08A.09 Full time employees who work on any of the above-named legal holidays shall receive in addition to the holiday pay to which they are entitled, time and one-half (1½) their regular hourly rate for all hours worked on said holidays.

08A.10 Full time or part time employees hired or converted on or after June 16, 1991 or on or before June 18, 1994 who qualify and who are reclassified shall continue to receive a personal day in lieu of Washington's Birthday (President's Day).

08A.11 In addition to the holidays listed above full time employees hired on or after June 19, 1994 shall receive after completing one (1) year of employment, one (1) personal day plus their birthday as a holiday.

08A.12 After completing two (2) years of employment, one (1) additional personal holiday plus their anniversary date of employment as a holiday.

08A.13 After completing three (3) years of employment, three (3) additional personal holidays.

08A.13A For employees hired on or before June 18, 1994 and who have worked three (3) months consecutively and who are reclassified from part time to full time and have Washington's Birthday (President's Day) or a personal day in lieu of Washington's Birthday (President's Day) as a holiday. They shall receive only two (2) additional personal holidays upon completion of three (3) years of full time employment.

08A.14 On Christmas Eve, one half of the full time crew shall be excused one (1) hour before the end of the shift, and the other half of the full time crew shall be excused one (1) hour before the end of the shift for New Year's Eve. This applies to those full time employees working on the aforementioned days. If the Employer decides to close one (1) hour earlier on any of the above days, that shall be the hour off.

08A.15 When Christmas Eve and New Year's Eve fall on a Sunday, the employee shall be excused one (1) hour before the end of the shift on the Saturday preceding the Holiday.

08A.16 Only regularly scheduled workdays of the employee may be selected as personal holidays and only one employee from a store shall be assigned a personal holiday on any one- (1) day.

08A.17 The employee's birthday and anniversary holidays shall be assigned on the Monday following the week in which the birthday or anniversary occurred except for holiday weeks, in which case said holidays shall he assigned on the following Monday. Only one (1) employee from a store shall be assigned such holiday in any one-week.

08A.18 In assigning personal holidays, the Employer shall take into consideration, besides other factors, the convenience of the employee.

08A.19 Personal holidays for all employees are to be assigned and taken, otherwise they shall be paid for at the end of each contract year, providing that the employee is in the employ of the Employer at such time.

08A.20 Part time employees who are promoted to full time positions and have completed three (3) months of service shall be entitled to full time legal holidays immediately. Part time employees hired after June 15, 1991 and before June 19, 1994 who have completed three (3) months of service and who are promoted to a full time position shall be entitled to receive the

mployee's birthday and one (1) personal holiday after they have completed one (1) year of service (limit of two [2] personal holidays). After completing two (2) years of full time employment one additional personal holiday plus the anniversary of employment. After completing three (3) years of employment, three (3) additional personal holidays. Refer to 08A.13 and 08A.29 for clarification of whether an additional holiday or personal time will limit the three- (3) personal holidays to only two (2) personal holidays as a maximum.

08A.20A Any part time employee hired on or after June 19, 1994 who converts to full time has to complete the year length of service before they qualify for their respective personal holidays for the first year, then they would qualify for the additional personal holidays as described in article 08A.12 and 08.13.

08A.21 In order to qualify for holiday pay, full time employees shall work their regularly scheduled day before and their regularly scheduled day following the holiday and shall also work all their scheduled hours during the week in which the holiday occurs unless such absence is excused by the Employer, which excuse shall not be unreasonably denied.

08A.22 When a holiday occurs during the employee's vacation period, the employee's vacation shall be extended one (1) day, or at the option of the Employer, the employee shall receive eight (8) hours straight time pay in lieu of said holiday.

08A.23 Should a regularly full time employee's regularly scheduled day off fall on any of the above-named holidays, said employee shall be granted another day off during the same week.

08A.24 When stores are closed on holidays, the entire night crew shall be given the option of working on the holiday at straight time as part of the workweek. In that event, the night crew shall not be scheduled to work on the night of the holiday.

08A.25 Part time employees hired on or before June 15, 1991 covered by this Agreement, who have completed three (3) or more consecutive months of employment with the Employer, shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for each of the following holidays:

New Year's Day	Labor Day
President's Day (Washington's Birthday)	Presidential Election Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day

08A.26 Part time employees hired on or after June 16, 1991 or on or before June 18, 1994 covered by this Agreement, who have completed three (3) or more consecutive months of employment with the Employer, shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for each of the following holidays:

New Year's Day	Presidential Election Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	

08A.27 In addition to the holidays listed above, part time employees hired on or after June 16, 1991 or on or before June 18, 1994, who have completed three (3) months of employment prior to the annual date on which Washington's Birthday (President's Day) occurs, shall receive a personal holiday [four (4) hours pay] in lieu of Washington's Birthday (President's Day). Said personal holiday must be granted and taken prior to the end of each contract year, unless employee requests time off at a later date.

08A.28 In addition to the holidays set forth above, part time employees hired on or before June 18, 1994 who have been in the employ of the Employer for six (6) consecutive months as regular part time employees shall be entitled to one (1) personal day, namely, the employee's birthday, and one additional personal holiday, namely the employee's anniversary date of employment. Said employees shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for said holidays.

08A.29 Any full time or part time employee hired on or before June 18, 1994 regardless of reclassification shall continue to receive the same paid legal holiday's they were entitled to prior to the employees's reclassification.

08A.30 All part time employees hired on or after June 19, 1994 covered by this agreement and who qualify who have completed four (4) months of continuous employment, shall receive four (4) hours holiday pay based on their regular straight time hourly wage for each of the following holidays:

New Year's Day	Presidential Election Day (if registered voter)
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	

08A.31 To qualify for such holiday pay, regular part time employees shall work their regularly scheduled day before and their regularly scheduled day following the holiday and shall also work all their scheduled hours during the week in which the holiday occurs, unless such absence is excused by the Employer which excuse shall not be unreasonably denied.

08A.32 Any part time employee who works on Holidays shall be scheduled for four (4) hours work provided the employee is available to work four (4) hours.

08A.33 Part time employees who work on any of the above-named legal holidays shall receive in addition to the holiday pay to which they are entitled, time and one-half their regular hourly rate for all hours worked on said holidays.

08A.34 In addition to the holidays listed above, part time employees hired on or after June 19, 1994 shall receive after completing one (1) year of employment one (1) personal day. Does not apply to any person receiving Washington's Birthday or a personal holiday in lieu of Washington's Birthday.

08A.35 After completing two (2) years of employment, an additional personal holiday, which is the employee's birthday.

08A.36 After completing three (3) years of employment, an additional personal holiday, which is the employee's anniversary date of employment.

08A.37 The employee's birthday and anniversary holidays shall be assigned on the Monday following the week in which the birthday or anniversary occurred except for holiday weeks, in which case said holidays shall be assigned on the following Monday. Only one (1) employee from a store shall be assigned such holidays in any one- (1) week.

ARTICLE 8B
SUNDAYS

08B.01 Full time employees shall be given a reasonable opportunity to work on Sundays on a rotating seniority basis when the store is open for business.

08B.02 All employees who work on Sundays shall be scheduled for four (4) hours work provided the employee is available to work four (4) hours.

A) Night crew employees who work on Sundays shall be scheduled for eight (8) hours work provided the employee is available, however it shall not be a violation of this Agreement for the Employer to schedule full-time Night Crew employees for four (4) hours work on Sundays, provided the scheduled starting time does not fall between 12:01 A.M. and 4:59 A.M. In the event a full-time Night Crew employee is scheduled to start work on Sunday between 12:01 A.M. and 4:59 A.M., the eight- (8) hour minimum shall apply.

B) *Night Crew - Sunday Schedules* - Any night crew employee who on a voluntary basis wishes to work less than eight (8) hours must sign a wavier giving up the right to the eight (8) hours of work on Sunday. In no event shall a night crew employee be scheduled for less than four (4) hours.

C) If the Employer is unable to staff the store or department on a Sunday, the Employer shall have the right to require employees to work in inverse order of seniority to meet the necessary scheduling requirements.

08B.03 Work performed by full time employees and part time employees hired prior to January 1, 1987 shall be compensated at double (2) time the regular hourly rate of pay for hours worked on Sunday. Part time employees hired on or after January 1, 1987 shall receive one and one-half (1½) times their regular rate of pay for work performed on Sunday. Full time employees hired on or after January 1, 1990 shall be compensated at one and one-half (1½) times their regular rate of pay for hours worked on Sunday.

08B.04 Full time employees paid double (2) time for Sunday work, if converted to part time status, shall continue to be paid double (2) time. Part time employees paid double (2) time for Sunday work, if converted to full time status, shall continue to be paid double (2) time. Part time employees paid time and one-half (1½) for Sunday work, if converted to full time status on or after June 19, 1988, shall continue to be paid time and one-half (1½). Full time employees hired on or after January 1, 1990, shall be paid time and one-half (1½) for Sunday work, if converted to part time status, shall continue to be paid time and one-half (1½).

08B.05 In the event there is a change in the Sunday rate of pay for new part time employees in the stores covered by the UFCW Local 342-50 Collective Bargaining Agreement, Local 1500 agrees to meet and discuss with those employers the changes that are negotiated pertaining to the Sunday rate of pay for those new part time employees. Any change in the Sunday rate of pay is subject to a vote and ratification by the membership of Local 1500 in each company.

ARTICLE 8C
FROZEN PREMIUM

08C.01 Effective January 1, 1996 full time or part time employees who receive double time for work performed on Sunday shall receive a frozen premium rate which is equal to the hourly straight time rate of pay they were earning as of January 1, 1996.

08C.02 In addition to this (frozen) premium hourly rate of pay, they shall receive their regular hourly rate of pay for each hour of work performed on Sunday. As their regular hourly rate increases, the frozen premium hourly rate shall remain the same, except in the event of a reclassification from part time to full time, full time to part time, Department Manager to full time or part time clerk, or full time or part time clerk to Department Manager, their frozen premium hourly rate will be equal to the hourly rate they would be entitled to after reclassification in addition to their regular hourly rate.

08C.03 Effective January 1, 1996, the frozen premium hourly rate for a newly appointed Department Head hired or appointed on or after January 1, 1996 shall be no less than $18.00 per hour in addition to their regular hourly rate for work performed on Sunday.

ARTICLE 9
VACATIONS - FULL TIME

09.01 All regular full time employees hired prior to June 16, 1991 eligible for one (1) week's vacation shall, in lieu of previous existing half-holidays, be granted one (1) additional day's vacation with pay which may be granted at the time of their vacation or at a time different from their vacation, or the employee may be paid one (1) additional day's pay in lieu

thereof, at the discretion of the Employer. All regular full time employees eligible for two (2) weeks vacation or more shall be granted two (2) additional days vacation with pay in lieu of previous existing half-holidays, which may be granted at the time of their vacation or at a time different from their vacation, or be paid two (2) additional day's pay in lieu thereof, at the discretion of the Employer. Such additional vacation day(s) must either be granted or the employees must be paid in lieu thereof.

09.02 Regular full time employees hired prior to June 18, 1994 who have completed twelve (12) consecutive months of full time employment shall receive two (2) weeks vacation with pay. One (1) week of which is earned and may be taken after six (6) months.

09.03 Regular full time employees who have completed seven (7) consecutive years of full time employment with the Employer shall receive three (3) weeks vacation with pay.

09.04 Regular full time employees who have completed ten (10) consecutive years of full time employment with the Employer shall receive four (4) weeks vacation with pay. Regular full time employees who have completed twenty-five (25) consecutive years of full time employment with the Employer shall receive five- (5) weeks vacation with pay. However, when an employee is entitled to more than two (2) weeks vacation, the Employer reserves the right to grant or assign such additional week or weeks at a time or times different from the first two (2) weeks.

09.05 Regular full time and part time employees hired or converted on or after June 19, 1994 who have completed twelve (12) consecutive months of employment shall receive one (1) week vacation with pay. Employees who have completed twenty-four (24) months of consecutive employment shall receive two (2) weeks vacation with pay. Regular full time employees hired on or after June 19, 1994 shall receive:

One (1) week after twelve (12) months of employment
Two (2) weeks after two (2) years of employment
Three(3) weeks after seven (7) years of employment
Four (4) weeks after ten (10) years of employment
Five (5) weeks after twenty five (25) years of employment

09.06 All full time employees laid off by the Employer shall receive pro-rata vacation for each month of continuous service rendered except those employees who have been discharged for good cause and/or have voluntarily left their employment.

09.07 Full time employees resigning in good standing and who have given proper notice, who have earned vacation weeks which have not been taken will be paid for where six (6) month intervals have passed when entitled to up to two (2) weeks vacation by virtue of length of service; four (4) month intervals have passed when entitled to up to three (3) weeks vacation by virtue of length of service; and three (3) month intervals have passed when entitled to up to four (4) weeks vacation by virtue of length of service. Payment will include only those full weeks that have thus been earned.

09.08 Part time employees hired on or before June 18, 1994 who have completed two (2) years of service, but less than four (4) years of part time employment and who are reclassified to full time shall receive fifty (50) hours vacation until they are eligible to receive the full two (2) weeks vacation.

VACATIONS
PART TIME

09.09 Regular part time employees hired on or before June 18, 1994 who have been consecutively employed by the Employer for twelve (12) months or more and who have worked 800 hours or more during the year shall be entitled to vacation as follows:

One	(1) year - Twenty-Five	(25) hours
Two	(2) years - Fifty	(50) hours
Seven	(7) years - Seventy-Five	(75) hours
Ten	(10) years - One Hundred	(100) hours
Twenty-Five	(25) years - One Hundred twenty-five	(125) hours

09.10 Regular part time employees hired on or after June 19, 1994 who have been continuously employed by the Employer for twelve (12) consecutive months and who worked 800 hours or more during the year shall be entitled to vacation as follows:

One	(1) year - Twenty	(20) hours
Two	(2) years - Forty	(40) hours
Seven	(7) years - Seventy-Five	(75) hours
Ten	(10) years - One Hundred	(100) hours
Twenty-Five	(25) years - One Hundred twenty-five	(125) hours

09.11 Employees who do not meet the 800-hour requirement during the year shall receive vacation pay based upon their total hours worked during the year divided by 52. For the purpose of computing "hours worked" all hours for which employees have been paid, including, but not limited to, holiday pay, vacation pay, sick leave pay, funeral leave, shall be included in making such computation.

09.12 A part time employee with at least six (6) months continuous service shall, when permanently promoted to full time employment, receive a vacation entitlement computed on the basis of half-time credit from last starting date of continuous regular part time employment, after first full year of full time employment.

09.13 The part time personal time and vacation entitlement earned as a part time employee shall be paid or granted at the time of promotion to full time at the discretion of the Employer.

09.14 The Employer reserves the exclusive right to establish vacation assignments. Such assignments, however, will be made with due consideration for the seniority of the employee.

09.15 Job classification premiums (excluding shift premiums) are to b included in vacation pay, for full time employees only. The Employe agrees to issue separate checks for vacation pay.

09.16 All part time employees with at least six (6) months of servic shall, if permanently laid off, receive pro-rata vacation pay for each mont of continuous service rendered.

09.17 The vacation benefits under this article shall not be payable tc employees discharged for good cause.

ARTICLE 10
FULL TIME OR PART TIME DISCHARGE

10.01 The Employer agrees not to discharge an Employee who has been continuously employed for a period of more than thirty (30) days except for good cause.

10.02 Violation of Company rules, incompetency, dishonesty, drinking intoxicants during business hours, habitual absenteeism or lateness, insubordination, mishandling of Company property or funds, violation of Company procedures for handling cash and/or receiving merchandise, falsification of employment application, or any of them, shall be considered among, but not the only good causes justifying the discharge of an employee under this article.

ARTICLE 11
SENIORITY RIGHTS

11.01 Seniority rights of employees in employment and in layoff shall prevail on the basis of company-wide employment only.

11.02 In no event shall the lay-off or the closing of any store owned or operated by the Employer or the transfer of any employee from one store to another result in the loss of any seniority rights by an employee.

11.03 In the event of a store closing, the Employer will notify the Union two (2) weeks in advance, if possible, in writing, with a seniority list.

ARTICLE 12
TRANSFER

12.01 The Employer shall have the right to transfer any of its employees between departments and/or stores as business may require.

12.02 The Employer will notify the Union in writing at least one (1) week's notice prior to the permanent transfer of a full time employee and three (3) day's notice prior to the permanent transfer of a part time employee, the Union will be notified as soon as possible in the case of an emergency transfer.

12.03 In the event an unusual increase in traveling expenses is incurred by a regular full time employee by reason of his or her transfer by the Employer from one store to another, such employee shall be reimbursed by the Employer for such added traveling expenses. In the event full time regular employees are transferred by reason of a store closing, a general layoff, or promotion, these transfers shall not be considered under this provision.

12.04 Those full time employees who are transferred more than 15 miles from their assigned stores, in cases of temporary transfers, shall receive $2.00 per day travel pay. Tolls paid in the case of temporary transfers shall be reimbursed regardless of mileage. Temporary transfers shall be limited to a period not to exceed thirty (30) days.

ARTICLE 13
PROMOTIONS

13.01 Whenever possible, promotions shall be made by seniority, but the Company shall have the final decision as to whether the employee shall be promoted.

ARTICLE 14
CONSCRIPTION

14.01 In the event any member of the Union employed by the Employer is required to leave their position by reason of conscription by the Federal Government for any form of military service upon termination of such service, providing that said employee has been granted an honorable discharge, has not enlisted for a term beyond the period of emergency, and has applied to the Employer for reemployment as required, and in accordance with the provisions of applicable laws, that such employees be reemployed in their former or equivalent position. Because the schedule of progressive wage increases herein provided depends on actual experience on the job, a person reemployed pursuant to this Article shall be credited only with months of actual payroll service, and when and if rehired, shall be paid at a rate no lower than their straight time rate at the time they entered military service, plus any across-the-board increases granted during the period of their military service. In no event shall such military service performed in any form whatsoever be construed against the employee, or deprive them of any of their rights and prerogatives of an Employee or member of the Union.

ARTICLE 15
JURY DUTY

15.01 Employees who have completed ninety (90) days of continuous service called for jury duty in a court of law necessitating a loss of the employee's straight time scheduled working hours shall be paid while on jury duty, less jury pay, not to exceed ten (10) working days in any contract year (if Grand Jury, up to thirty (30) working days over the term of the agreement). To be eligible for pay under this provision, the employee shall present the jury service notice to the Employer at least seven (7) days before the start of the term as a juror and shall present to the Employer a

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certificate of service showing dates, time of service and jury fees paid. Employees receiving jury duty pay from any other employer shall not be eligible to receive pay for jury duty under this Agreement.

15.02 Any employee called for Jury Duty who, after having reported for such Jury Duty is excused for the day after 1:00 P.M., shall not be required to report for work on that day. When an employee on jury duty has served five (5) days during the week, they shall not be required to work on Saturday.

15.03 Part time employees after ninety (90) days of employment shall be entitled to paid jury duty leave for the actual time lost, as set forth on the employees weekly work schedule and in the case of jury duty will be paid as provided for regular full time employees on a pro rata basis.

ARTICLE 16A
SICK LEAVE - FULL-TIME

16A.01 All regular full time employees hired on or before June 15, 1991, shall, after completing three (3) consecutive months of full time employment with the Employer, be eligible to receive in a sick leave year, a maximum of ten (10) days sick leave with pay at their regular straight time rate of pay for eight (8) hours for days they are absent from work due to illness.

16A.02 Those employees hired on or before June 15, 1991, who are in the employ of the Employer in a regular full time capacity on the last day of each sick leave year, and who have been employed in a regular full time capacity for three (3) consecutive months or more during the sick leave year, shall be paid, on a pro-rata basis from their employment anniversary date for sick leave for which they were eligible during the said sick leave year but which they did not use. Such unused sick leave must be paid within thirty (30) days after the anniversary date of the sick leave year.

16A. 03 All regular full time employees hired on or after June 16, 1991 and before June 18, 1994 shall after completing three (3) consecutive months of full time employment with the Employer, be eligible to receive, one (1) day paid sick leave (eight (8) hours pay) for each full month of employment, with a maximum of ten (10) days.

16A.04 All full time employees hired on or after June 16, 1991 and on or before June 18, 1994 do not receive pro rata pay back for unused sick time; however, they do receive pay back based on number of months worked with a maximum of ten (10) days. Such unused sick leave must be paid within thirty (30) days after the anniversary date of the sick leave year.

16A.05 In succeeding sick leave years the employee shall receive the full amount of sick leave of ten (10) days per contract year. All unused sick time must be paid within thirty (30) days after the anniversary date of the sick leave year, a maximum of ten (10) days sick leave with pay at their regular straight time rate of pay, for eight (8) hours per day.

16A.06 All regular full time employees hired or converted on or after June 19, 1994 after completing three (3) consecutive months of full time employment with the Employer are eligible to receive one (1) day paid sick leave (eight (8) hours) for each full month of employment to a maximum of four (4) days in the first sick leave year of their employment, thereafter, they shall receive six (6) days paid sick leave (eight (8) hours per day) in the second sick leave year of their employment, and eight (8) days paid sick leave (eight (8) hours per day) in the third sick leave year of their employment. After the completion of three (3) years employment ten (10) days paid sick leave (eight (8) hours per day) in each sick leave year.

16A.07 All regular full time employees hired or converted from part time on or after June 18, 1994 do not receive pro rata pay back for unused sick time; however, they do receive pay for unused sick leave for full time at the end of each sick leave year based on the number of months worked with a maximum of hours as listed above in paragraph 16A.06.

16A.08 A regular part time employee who has worked continuously for three (3) months, 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 promotion.

16A.09 All full time or part time employees retiring under the Local 1500 pension plan will receive pro rata pay for all unused sick leave for which they are entitled to but did not use.

ARTICLE 16B
SICK LEAVE - PART-TIME

16B.01 Regular part time employees hired on or before June 18, 1994 shall receive paid sick leave commencing with the first scheduled day's absence due to illness on the following basis:

With one (1) year of continuous service - three (3) scheduled days (maximum 12 hours per year).

With two (2) years of continuous service - four (4) scheduled days (maximum 16 hours per year).

With three (3) years of continuous service - five (5) scheduled days (maximum 20 hours per year).

Part time employees, after two (2) years of continuous service, shall be paid for unused sick days at the end of each sick leave year on the basis of four- (4) hours straight time pay for each unused day. Such payment shall be made on a pro-rata basis the first time that a part time employee becomes eligible.

16B.02 All part time employees converted to full time hired after June 16, 1991 and before June 18, 1994 and who have worked continuously for three (3) months shall be entitled to one (1) sick leave day for each month in a sick leave year with a maximum of hours as listed in 16A.06

16B.03 Regular part time employees hired on or after June 19, 1994 shall receive paid sick leave commencing with the first scheduled days absence due to illness on the following basis:

After 1 year of continuous service four (4) hours sick leave pay for each four (4) months of employment to a maximum of three (3) days (twelve(12) hours).

After 2 years of continuous employment four (4) hours sick leave pay for each three (3) months of employment to a maximum of four (4) days (sixteen (16) hours).

After three (3) years of continuous employment five (5) sick days to a maximum of twenty (20) hours, shall be paid for unused sick leave at the end of three years employment.

Part time employees, after three (3) years of continuous service, shall be paid for unused sick days at the end of each sick leave year on the basis of four- (4) hours straight time pay for each unused day. Such payment shall be made on a pro-rata basis the first time that a part time employee becomes eligible.

16B.04 In order to be eligible for the above sick leave, the full time and part time employees if able must notify the Employer two (2) hours prior to their scheduled starting time on the first day of absence of their inability to report for work and as often as reasonably possible thereafter if such illness extends beyond one (1) day.

16B.05 Any employee covered by the Agreement who falsifies sick leave or who knowingly tries to collect sick leave under false pretenses, shall be liable to instant dismissal.

16B.06 In the event of permanent layoff of an employee, full time or part time, he or she shall receive payment for fifty per cent (50%) of unused sick days, provided that said employee was otherwise eligible to receive pay for unused sick days.

16B.07 The sick leave year shall commence on the following dates for all eligible employees: May 2, 1999, April 30, 2000, April 29, 2001 and April 28, 2002.

ARTICLE 17
LEAVE OF ABSENCE

17.01 Full time and part time employees with more than one (1) year's service, requesting a leave of absence for reasons other than the employee's illness or injury, shall be given said leave of absence by the Employer at its sole discretion, provided, however, that granting of such leave of absence shall not be unreasonably withheld.

17.02 All requests for leave of absence shall be in writing and must be submitted to the Employer at least two (2) weeks in advance of the date of the commencement of the requested leave of absence. The Employee shall be notified in writing with a copy to the Union if the requested leave is approved or denied. The notice shall specify the time limit placed on an approved leave of absence. Advance written request for leave of absence is not necessary in case of family emergency. However subsequent written notice and request shall be given as soon, as is reasonably possible.

17.03 A leave of absence granted by the Employer shall not constitute a break in seniority but if the leave of absence exceeds three (3) months in duration, then service for purpose of progression increases, vacations and all other benefits required to be paid under this Agreement shall not be earned during said leaves.

17.04 The Employer shall make all contributions to all funds required by this Agreement for any month in which the employee performs any work for which monthly contributions are required before taking the leave and after returning, but not for the months when no covered work is performed. However, in the case of an employee's illness or injury, contributions for Health and Welfare and Pension shall be made for a period not to exceed three (3) months while the employee is absent from work.

17.05 An employee on an approved leave of absence will be automatically terminated if:

(a) the employee does not return to work when the leave of absence expires unless the Employer has agreed to an extension.

(b) the employee works elsewhere while on leave without express permission in writing from the Employer to be so employed.

17.06 An employee absent from work due to illness or injury shall retain his seniority for a period not to exceed twelve (12) months.

ARTICLE 17B
FAMILY AND MEDICAL LEAVE ACT OF 1993

17B.01 The employer shall grant an employee a Family and Medical Leave of Absence under the act if qualified. The employer will determine eligibility by the use of the rolling calendar year.

ARTICLE 18
DEATH IN FAMILY

18.01 Regular full time employees, after thirty (30) days of employment, shall be entitled to three (3) days paid leave for all regularly scheduled work days lost from the day of death in case of death in the immediate family. The "immediate family" is defined as the employee's parent, child, brother, sister, spouse or spouse's parent. Regular full time employees shall be entitled to one (1) day's paid leave for a regularly scheduled work day lost to attend the funeral or Memorial Service of the employee's grandparent, grandchild, brother-in-law, sister-in-law, nephew or niece.

18.02 Part time employees after thirty (30) days of employment shall be entitled to paid leave for the actual time lost, as set forth on the employee's weekly work schedule, in case of death in the immediate family as provided for regular full time employees on a pro rata basis. Said employees shall be entitled to one (1) day's paid leave, pro rata for actual time lost on an employees regular work schedule, to attend the funeral or Memorial Service of the employee's grandparent or grandchild.

ARTICLE 19
LUNCH PERIODS

19.01 One (1) hour shall be taken for lunch.

ARTICLE 20
REST PERIODS

20.01 Full time employees and regular part time employees shall receive a fifteen (15) minute rest period for each one-half (½) day worked which shall be considered as working time, except as provided in Article 29.

ARTICLE 21
PROBATIONARY PERIOD

21.01 Newly hired employees, unless otherwise in the Contract provided, shall be on a thirty- (30) day probationary period. If the employee does not work continuously during the probationary period, such period shall be extended by the number of working days on which the employee has not worked during said period. The employer shall have the right to terminate the employment of any newly hired employee during said probationary period. The probationary period for new employees in new or remodeled stores shall be extended to sixty (60) days from date of employment.

21.02 Clerks promoted to a Department Head classification shall receive an increase of twenty ($20.00) dollars per week above the regular weekly wage, for forty (40) hours, that they were receiving at the time of such promotion or the difference between their then said regular weekly wage for forty (40) hours and the minimum wage for forty (40) hours then in effect in the department head classification to which they have been promoted, whichever is less. The increase shall be paid to such clerks during the probationary period of ninety (90) days, or until such probationary period is terminated by the Employer as herein provided, whichever first occurs. After the expiration of the ninety (90) days probationary period (unless such probationary period is terminated by the Employer, as herein provided) the said clerks shall receive as their wage the minimum regular weekly wage for the classification to which they have been promoted then in effect. In either of the two above instances, however, said increase shall not be less than ten ($10.00) dollars above their previous regular weekly wage.

21.03 At any time during the probationary period, the Employer shall have the right to terminate said probationary period and to revert and transfer the employee in question to the status or classification in which they were prior to their promotion.

21.04 Any temporary or relief department head or lead clerk, who has been in that capacity for ninety (90) days or more, shall not be required to sustain any additional trial periods, provided the initial trial period has been completed within the most recent twelve (12) month period.

21.05 When an employee is newly hired in a Department Head classification the Employer shall have the absolute right to terminate the employment of such employee at any time during the probationary period of ninety (90) days.

21.06 In the above instance, that is, in the case of promotion, or in the case of a newly hired employee, if the employee does not work continuously during such probationary period, the period shall be extended by the number of days which the employee has not worked during the probationary period.

ARTICLE 22
RECLASSIFICATION

22.01 A full time employee who is reclassified to part time shall be placed on the new hire part time progression scale and shall, for wage rate purposes, be given credit for his/her service on a two (2) month for one (1) month basis. They shall receive the minimum part time rate for (30) days and in addition, shall receive twenty-five ($.25) cents for each six (6) months of full time service to determine their part time rate.

Thereafter, they shall receive twenty-five ($.25) cents for each six months of part time service, in no event can they exceed the top maximum applicable rate for part time clerks on payroll as of date of conversion.

22.02 A full time employee who is reclassified to part time shall at that time receive payment for earned full time vacation and full time personal time and one (1) year later shall receive vacation based upon the part time vacation schedule taking into account the employee's total length of service.

22.03 A full time employee who is reclassified to part time shall be eligible for part time sick leave on a pro rata basis for the balance of that sick leave year based upon the employee's total length of service. Thereafter, said employee shall be eligible for part time sick leave based upon his total length of service. If the employee at the time of reclassification has exhausted the sick time that he would have received as a part time employee, the employee shall not receive any sick time for the remaining sick leave year.

22.04 All regular part time employees covered under this Agreement shall, for the purpose of computing length of service requirements to fall into the full time progression rate range, receive credit computed on the basis of half-time (½) credit for the length of continuous service rendered by them as regular part time employees upon appointment to permanent full time work. They shall receive the minimum full time rate for after thirty (30) days. In addition, they shall receive twenty ($20) dollars for each twelve (12) months of part time service to determine their full time rate There after, they shall receive twenty ($20) dollars for each six (6) months of full time service, but in no event can they exceed the top maximum applicable rate of pay for full time clerks on payroll as of date of conversion.

22.05 A part time employee who is reclassified to full time shall at that time receive payment for earned part time vacation and part time personnel time and one (1) year later shall receive vacatoin based upon the part time vacation schedule taking into account the employee's total length of service.

22.06 A part time employee who is reclassified to full time, shall be eligible for full time sick leave, less sick time used if any as a part timer, for the balance of that sick leave year, based on the employees total length of service.

22.07 Upon reclassification from full time to part time, the Employer shall make part time contributions to the Welfare, Pension and Legal funds starting with the first (1st) day of the month following such reclassification.

ARTICLE 23
INDIVIDUAL AGREEMENTS

23.01 The Employer does hereby agree not to enter into any individual agreements with any of the employees covered hereunder, which may conflict with, or modify any of the terms and provisions of this Agreement, or to attempt or require any security of any sort from such employee.

ARTICLE 24
ACCESS TO STORES

24.01 The Employer agrees to permit and authorize representatives of the Union to visit any of the Employer's places of business at any 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.

ARTICLE 25
LAUNDRY AND EQUIPMENT

25.01 The Employer agrees to furnish and maintain for all employees covered herein, all aprons, uniforms, store coats and gowns and such tools and work equipment as may be required by the Employer for the performance of an employee's duties.

ARTICLE 26
GRIEVANCE PROCEDURE AND ARBITRATION

26.01 All disputes, differences or grievances arising out of interpretation, application, breach or claim of breach of the provisions of this Agreement shall be settled in the following manner:

26.02 Within two (2) calendar weeks of the occurrence of such dispute, difference or grievance, authorized representatives of the Union and the Employer shall, in good faith, endeavor to adjust such dispute, difference or grievance.

26.03 In the event that the matter is not adjusted in the above step, a representative of the Employer charged with the responsibility for labor relations and a duly designated representative of the Union shall attempt to adjust the same.

26.04 In the event the dispute, difference or grievance still remains unadjusted after compliance with the above step, then such dispute, difference or grievance may be submitted to arbitration by either party not later than thirty (30) days after the occurrence to an arbitrator mutually selected by the parties, for an expedited arbitration or to the American Arbitration Association for its designation of an arbitrator, in accordance with its rules, to hear and determine the matter. The decision of the arbitrator shall be final and binding upon the parties. The expenses of the arbitration shall be borne equally between the parties.

26.05 The arbitrator shall not have the authority or power to arbitrate new provisions to this Agreement, or to arbitrate away either in whole or in part any provision of this Agreement, nor shall the arbitrator have the power to add to, delete from, or modify any of the provisions of this Agreement.

ARTICLE 27
NO STRIKE CLAUSE - NO LOCKOUTS

27.01 There shall be no cessation of work, no strikes no picketing, no slowdowns, no sit-downs or other interference with the operation of the Employer's business sanctioned by the Union, nor shall the Employer lock out for any cause whatsoever during the term of this Agreement.

27.02 The Union, by its officers, shall promptly make every effort to stop any cessation of work, strike, picketing, slowdown, sit-down, or other interference with the operation of the Employer's business and shall order its members to return to work without delay.

27.03 An employee who engages in any such activity shall be subject to discipline, including termination, by the Employer.

ARTICLE 28
PART TIME HOURS AND MINIMUM CALL-IN

28.01 Part time employees, except those who are available on a limited basis, such as Friday nights and/or Saturdays, only, will be scheduled for no less than sixteen (16) hours per week and four (4) hours per day, provided they are available to work sixteen (16) hours on a regular and continuing basis and further provided that they are available to work the Employer's schedule of hours and there is no drop in business.

28.02 Regular part time employees who are assigned temporarily to full time work throughout the year or for the summer months shall from the first scheduled full week of such assignment receive his/her regular part time rate or the minimum full time clerk's rate whichever is higher.

28.03 In a Holiday week a part timer who regularly works sixteen (16) hours will receive four (4) hours holiday pay in addition to the sixteen (16) hours of work.

ARTICLE 29
EMPLOYMENT OF MINORS

29.01 The Employer does hereby agree not to employ any minors which shall constitute a violation of any provisions of the State or Federal Statutes.

29.02 The parties agree that part time employees less than 18 years of age may be scheduled for 3¼ hours on days when school is in session (except Fridays and Saturdays). The part time employee will receive a paid fifteen (15) minute rest period within the 3¼ hour schedule and shall be scheduled for no less than sixteen (16) hours per week when available.

29.03 The parties agree that, notwithstanding anything to the contrary contained in the collective bargaining agreement, part time employees *under sixteen (16) years of age may be scheduled to work less than four (4)* hours per day, but not less than three (3) hours per day, on those days and during those seasons (school year) when to do so would be in violation of law or regulation.

ARTICLE 30
STORE SIGNS

30.01 The Union shall furnish and the Employer shall display the U.F.C.W.I. Union Store Card in each of the Employer's stores, gratis, for the period of this Agreement. Such cards shall remain the property of the Union.

ARTICLE 31
WELFARE FUND

(A) Full Time Employees

31A.01 The Employer agrees to contribute the sum of $375.93 per month to the Retail Clerks Local 1500 Welfare Fund on behalf of each regular full time employee covered by the agreement who has completed thirty (30) days of service with the Employer. Contributions shall begin on the first (1st) day of the month following the completion of such period.

31A.02 Effective on the dates indicated, monthly contributions to provide *such benefits as may be determined by the Trustees shall be in accordance* with the following schedule:

September 1, 1998	$359.93 per month
January 1, 2000	additional maintenance of benefits provision of $25.00 per month if necessary to maintain benefit level
June 1, 2000	additional $10.00 per month contribution to the fund
January 1, 2001	an additional $25.00 per month maintenance of benefits provision if necessary to maintain benefit levels
January 1, 2002	an additional $25.00 per month maintenance of benefits provision if necessary to maintain benefit levels

(B) Part Time Employees

31B.01 The Employer agrees to contribute the sum of $66.96 per month to the Retail Clerks Local 1500 Welfare Fund on behalf of each regular part time employee hired prior to June 21, 1998 covered by the agreement who has completed three (3) consecutive months of regular part time service with the Employer.

Contributions on behalf of regular part time employees hired on or after June 21, 1998 shall begin following six (6) consecutive months of regular part time service with the Employer.

Contributions shall begin on the first *(1st) day of the month following the* completion of such period.

31B.02 Effective on the dates indicated, monthly contributions to provide such benefits as may be determined by the Trustees shall be in accordance with the following schedule:

September 1, 1998	*$65.03 per month*
January 1, 2000	additional maintenance of benefits provision of $8.25 per month if necessary
June 1, 2000	additional $1.00 per month contribution to the fund
January 1, 2001	an additional $8.25 per month maintenance of benefits provision if necessary to maintain benefit levels
January 1, 2002	*an additional $8.25 per month maintenance of benefits provision if necessary to maintain benefit levels*

Any maintenance of benefit increase approved by the Trustees for either full or part time employees are in addition to the above stated rates

31B.03 The amount of the monthly contributions to the Retail Clerks Local 1500 Welfare Fund and the method of calculation, where by a specific monthly sum is contributed for each class of employee, is a formula for providing gross income to the Fund and bears no relationship to the benefits provided.

ARTICLE 32
PENSION FUND

(A) Full Time Employees

32A.01 The Employer agrees to contribute the sum of $176.00 per month to the Retail Clerks Local 1500 Pension Fund on behalf of each regular full time employee covered by the Agreement who has completed thirty (30) days of service with the Employer. Contributions to provide such *benefits as may be determined by the Trustees shall begin on the first (1st)* day of the month next following the completion of such period.

32A.02 Effective on the date indicated, monthly contributions to provide such benefits as may be determined by the Trustees shall be in accordance with the following schedule:

September 1, 1998 - $155.00 per month

(B) Part Time Employees

32B.01 The Employer agrees to contribute the sum of $58.66 per month to the Retail Clerks Local 1500 Pension Fund on behalf of each regular part time employee covered by the Agreement who has completed six (6) consecutive months of regular part time service with the Employer. Contributions shall begin on the first (1st) day of the month next following the completion of such period.

32B.02 Effective on the dates indicated, monthly contributions to provide such benefits as may be determined by the Trustees shall be in accordance with the following schedule:

September 1, 1998 - $51.67 per month

ARTICLE 33
LEGAL SERVICE FUND

(A) Full Time Employees

33A.01 Effective June 21, 1998 the employer agrees to contribute the sum of $2.50 per month to the Retail Clerks Local 1500 Legal Service Fund on behalf, of each regular full time employee covered by the Agreement who has completed thirty (30) days of service with the Employer. Contributions shall begin on the first (1st) day of the month following the completion of such period.

33A.02 Effective July 1, 1999, July 1, 2000 and July 1, 2001, if necessary to maintain the present level of benefits, the monthly contributions as determined by the Trustees may be increased to an amount not to exceed $3.00 per month.

(B) Part-Time Employees

33B.01 Effective June 21, 1998 the employer agrees to contribute the sum of $2.50 per month to the Retail Clerks Local 1500 Legal Service Fund on behalf of each regular part time employee covered by the Agreement who has completed three (3) months of service with the Employer. Contributions shall begin on the first (1st) day of the month following the completion of such period.

33B.02 *Effective July 1, 1999, July 1, 2000 and July 1, 2001 if necessary* to maintain the present level of benefits, the monthly contributions as determined by the Trustees may be increased to an amount not to exceed $3.00 per month.

ARTICLE 34
PROVISIONS APPLICABLE TO ALL FUNDS

34.01 There shall be no contributions to the Welfare Fund, Pension Fund and Legal Services Fund for those employees working full time for the summer period of May 15 to September 15 only, nor shall there be any change in part time contributions for part time employees working full time *for the summer period only. Should such employees continue without interruption* on a full time basis after the summer, the Employer shall pay as though there was no relief.

34.02 Contributions to the Welfare Fund, Pension Fund and Legal Services Fund shall be remitted by the Employer to the Fund's office on or before the twentieth (20th) day of each month.

34.03 Upon the failure of the Employer to make payment of any contributions within thirty (30) days of the date due, the Trustees shall be entitled at their sole option to take any action permitted by this Agreement, by the Agreements and Declarations of Trust establishing the Funds or by law to collect said contribution, together with interest, liquidated damages as *established by the Trustees, attorneys' fees and court costs.*

34.04 The Employer agrees that if it is delinquent in the payment of contributions to the Welfare Fund, to the extent that the Trustees have canceled the payment of benefits to said Employer's covered employees, the Employer will be responsible for all hospital, medical, surgical and other benefits that would have been paid by the Fund had the Employer's delinquency in making its contributions not resulted in the cancellation of any rights on the part of the Employer's covered employees to receive any such benefits.

34.05 The Employer hereby accepts and ratifies the Agreements and Declarations of Trust, as amended from time to time, establishing the Funds as if they were set forth herein in full, and ratifies the designation of the Trustees thereunder. The Trustees have assumed all responsibility for the administration of the Plans, and the Employer shall have no responsibility, except as herein provided.

34.06 The Employer shall make available to the Funds, any and all pertinent records of employees that the Funds may require to soundly and efficiently operate the Funds. The Trustees shall have the right to have the Employer's records audited by an accountant of the Funds' own choosing, at the Funds' expense.

34.07 In the event the Employer fails to make contributions or provide records as required herein, the Trustees may, despite any other provision of this Agreement, submit to arbitration any issue with regard to these provisions, before an arbitrator designated in accordance with the labor arbitration rules of the American Arbitration Association. The arbitrator shall, in the event a violation exists, make a finding and award, which shall direct payment to the Fund, including the costs of the arbitration, legal fees and audit expenses together with interest and liquidated damages as established by the Trustees.

34.08 Upon the written request of the Employer, the Trustees shall make annual financial reports to the Employer, which shall contain information relating to their application of the monies received and benefits paid by the Funds.

34.09 The Employer shall make contributions to the Welfare Fund on behalf of each employee on family or medical leave under the provisions of the Family and Medical Leave Act (FMLA), 29 U.S.A. S2601, *et eq.*, for each month or partial month the employee is on such leave. The failure of an employee to return to work from such leave, within the meaning of 29 U.S.C. S2614 (c) (2), shall create no obligation on the part of the Union or the Welfare Fund to take any action to recover or to assist in the recovery of said contributions from said employee, nor will such failure to return to work relieve the Employer of its obligation to contribute to the Welfare Fund on behalf of said employee during the period specified in 29 U.S.C S2614 (C) (1)

34.10 In the case of any employee's illness or injury, contributions to the Welfare Fund and Pension Fund shall be made for a period not to exceed three (3) months while the employee is absent from work. In the case of any employee who is receiving Worker's Compensation benefits contributions to the Welfare Fund shall also be made for the seventh (7th) eighth (8th) and ninth (9th) months of such absence.

ARTICLE 35
SHOP STEWARDS

35.01 The Employer recognizes the right of the Union to have one (1 full time Shop Steward and one (1) part time Shop Steward in each store.

35. 02 The full time shop steward in each store shall not be transferred without prior notice to and discussion with the Union.

35.03 The Union will provide the Employer with a list of the names of its authorized Business Representatives and Shop Stewards and will keep said list current.

35.04 The Employer will, with adequate notice, arrange for one (1) full time Shop Steward from each store to have the same scheduled day off once each year with eight (8) hours pay for the purpose of attending the Local 1500 Shop Steward's Seminar.

35.05 Shop Stewards shall not handle grievances and shall not interfere with the operation of the Employer's business, and shall not cause or engage directly or indirectly in any unauthorized strikes, work stoppages slowdowns, or job actions.

ARTICLE 36
WAGES AND WAGE INCREASES

36.01 Effective June 21, 1998, wage rates and increases shall be as follows:

DEPARTMENT HEADS PRESENTLY ASSIGNED

Department Heads on Payroll as of June 21, 1998

PRESENT RATE	6/21/98	6/20/99	12/19/99	6/18/00	12/17/00	6/17/01	12/16/01	5/19/02
$795.00 & Over	$25.00	$15.00	$15.00	$20.00	$10.00	$10.00	$10.00	
$795.00	$820.00	$835.00	$850.00	$870.00	$880.00	$890.00	$900.00	
$760 00	$785.00	$800.00	$815.00	$835.00	$845.00	$855.00	$865.00	$900.00

New Minimum Rates for Department Heads hired or appointed on or after June 21, 1998.

6/21/98	6/20/99	12/19/99	6/18/00	12/17/00	6/17/01	12/16/01	5/19/02
$775.00	$790.00	$805.00	$825.00	$835.00	$845.00	$855.00	$865.00

36.02 Full time clerks assigned to relieve a Department Head for a week or more shall receive the minimum rate then in effect for the Department Head classification to which they have been assigned or Ten ($10.00) Dollars above their regular weekly wage, whichever is higher.

36.02A Effective June 21, 1998 part time employees who have never relieved a Department Head prior to June 21, 1998 shall receive a minimum rate of $650.00 for five (5) days forty (40) hours for each week of relief.

36.03 Effective June 21, 1999, where applicable, a store doing a volume of $175,000.00 ($200,000.00 effective January 1, 2000) or less, the company will not be required to appoint a Department Head at such stores. In the event that a store which has a Department Head and the $175,000.00 ($200,000.00 effective January 1, 2000) volume falls below a $175,000.00, ($200,000.00 effective January 1, 2000) the Department Head assigned to that store will not receive a reduction in pay but will be transferred to a store which does a volume greater than $175,000.00 (200,000.00 effective January 1, 2000) at the first available opportunity.

36.04 Clerks assigned to be in charge of the Department will receive fifteen ($15.00) dollars per week premium.

36.05 In stores where Departments do not do an average of $3,000.00 per week, the Company will not be required to appoint a Department Head at such stores. Clerk assigned to be in charge of the Department will receive fifteen ($15.00) Dollars per week premium.

DAIRY AND FROZEN FOOD HEAD CLERKS - FULL TIME

36.06 Full Time Dairy and Frozen Food Department Head Clerks, in stores which consistently have a gross volume of $100,000 and over per week, when designated by the Employer, shall receive ten ($10.00) Dollars per week in addition to their base weekly wage.

BOOKKEEPERS

36.07 Full time employees qualified to handle the Store Office clerical details and assigned to the responsibility as Bookkeeper shall receive fifteen ($15.00) dollars per week in addition to their base weekly rate. Bookkeepers will only be assigned in stores which consistently have a gross volume of $30,000 and over per week.

36.08 Full time employees qualified and assigned to the responsibility of Assistant Bookkeeper shall receive six ($6.00) dollars per week in addition to their base weekly wage.

36.09 Part time employees qualified and assigned to the responsibility of Part Time Bookkeeper shall receive fifteen cents (.15¢) per hour above their regular hourly base rate.

36.10 All premiums presently paid shall be included in regular wages for purposes of determining the rate of overtime.

36.11 King Kullen will establish a Lead Clerk position in all stores and may assign and designate persons to fill this position from among any employees in the bargaining unit in the same or other stores or from new hires.

LEAD CLERKS

36.12 King Kullen will establish a Lead Clerk position in all stores and may assign and designate persons to fill this position from among any employees in the bargaining unit in the same or other stores or from new hires. In all stores above $200,000.00 per week in weekly sales, the Lead Clerk rate will be listed as below:

6-21-98	12-19-99	6-17-2001
$700.00	$725.00	$750.00

36.13 Any person assigned to the Lead Clerk position shall receive the above-stated rate or Ten ($10) Dollars above his/her current weekly wage, whichever is greater.

36.14 A Lead Clerk whose salary is in excess of $700.00 as of 6-21-98 will receive the above listed rate as of 12-19-99 and 6-17-2001 or the General Wage Increase whichever is greater.

36.15 In all stores $200,000.00 or less per week in weekly sales, the Lead Clerk will receive his/her current rate plus a Twenty-five ($25.00) Dollar premium providing the present rate is not in excess of the rate so designated above by the appropriate date. If the current rate plus Twenty-five ($25.00) Dollars premium exceeds the designated rate, the premium will not exceed Ten ($10.00) Dollars.

36.16 The Company has the right to transfer Lead Clerks and to reduce them to their former clerk's position after notifying and consulting with the Union, subject to the Grievance Procedure.

36.17 Lead Clerks shall have seniority rights within their classification and the right to replace a less senior full time clerk in the event of a lay-off.

36.18 The Lead Clerks will open and close the store if required by the Company subject to the collective bargaining agreement.

BLS

FULL TIME CLERKS - ON PAYROLL as of June 21, 1998

PRESENT RATE	6/21/98	12/20/98	6/20/99	12/19/99	6/18/00	12/17/00	6/17/01	12/16/01	5/19/02
$725									
& OVER	$20.00		$15.00	$10.00	$20.00	$10.00	$10.00	10.00	
725.00	745.00		760.00	770.00	790.00	800.00	810.00	820.00	
720.00	740.00		755.00	765.00	785.00	795.00	805.00	815.00	820.00
715.00	735.00		750.00	760.00	780.00	790.00	800.00	810.00	820.00
710.00	730.00		745.00	755.00	775.00	785.00	795.00	805.00	820.00
705.00	725.00		740.00	750.00	770.00	780.00	790.00	800.00	820.00
700.00	720.00		735.00	745.00	765.00	775.00	785.00	795.00	820.00
695.00	715.00		730.00	740.00	760.00	770.00	780.00	790.00	820.00
690.00	710.00		725.00	735.00	755.00	765.00	775.00	785.00	820.00
685.00	705.00		720.00	730.00	750.00	760.00	770.00	780.00	820.00
680.00	700.00		715.00	725.00	745.00	755.00	765.00	775.00	800.00
675.00	695.00		710.00	720.00	740.00	750.00	760.00	770.00	800.00
670.00	690.00		705.00	715.00	735.00	745.00	755.00	765.00	800.00
665.00	685.00		700.00	710.00	730.00	740.00	750.00	760.00	800.00
660.00	680.00		695.00	705.00	725.00	735.00	745.00	755.00	800.00
655.00	675.00		690.00	700.00	720.00	730.00	740.00	750.00	800.00
650.00	670.00		685.00	695.00	715.00	725.00	735.00	745.00	775.00
645.00	665.00		680.00	690.00	710.00	720.00	730.00	740.00	775.00
640.00	660.00		675.00	685.00	705.00	715.00	725.00	735.00	775.00
635.00	655.00		670.00	680.00	700.00	710.00	720.00	730.00	775.00
630.00	650.00		665.00	675.00	695.00	705.00	715.00	725.00	775.00
625.00	645.00		660.00	670.00	690.00	700.00	710.00	720.00	750.00
620.00	640.00		655.00	665.00	685.00	695.00	705.00	715.00	750.00
615.00	635.00		650.00	660.00	680.00	690.00	700.00	710.00	750.00
610.00	630.00		645.00	655.00	675.00	685.00	695.00	705.00	750.00
605.00	625.00		640.00	650.00	670.00	680.00	690.00	700.00	750.00
600.00	620.00		635.00	645.00	665.00	675.00	685.00	695.00	725.00
595.00	615.00		630.00	640.00	660.00	670.00	680.00	690.00	725.00
590.00	610.00		625.00	635.00	655.00	665.00	675.00	685.00	725.00
585.00	605.00		620.00	630.00	650.00	660.00	670.00	680.00	725.00
580.00	600.00		615.00	625.00	645.00	655.00	665.00	675.00	725.00
575.00	595.00		610.00	620.00	640.00	650.00	660.00	670.00	700.00
570.00	590.00		605.00	615.00	635.00	645.00	655.00	665.00	700.00
565.00	585.00		600.00	610.00	630.00	640.00	650.00	660.00	700.00
560.00	580.00		595.00	605.00	625.00	635.00	645.00	655.00	700.00
555.00	575.00		590.00	600.00	620.00	630.00	640.00	650.00	700.00
550.00	570.00		585.00	595.00	615.00	625.00	635.00	645.00	675.00
545.00	565.00		580.00	590.00	610.00	620.00	630.00	640.00	675.00
540.00	560.00		575.00	585.00	605.00	615.00	625.00	635.00	675.00
535.00	555.00		570.00	580.00	600.00	610.00	620.00	630.00	675.00
530.00	550.00		565.00	575.00	595.00	605.00	615.00	625.00	675.00
525.00	545.00		560.00	570.00	590.00	600.00	610.00	620.00	650.00
520.00	540.00		555.00	565.00	585.00	595.00	605.00	615.00	650.00
515.00	535.00		550.00	560.00	580.00	590.00	600.00	610.00	650.00
510.00	530.00		545.00	555.00	575.00	585.00	595.00	605.00	650.00
505.00	525.00		540.00	550.00	570.00	580.00	590.00	600.00	625.00
500.00	520.00		535.00	545.00	565.00	575.00	585.00	595.00	625.00
495.00	515.00		530.00	540.00	560.00	570.00	580.00	590.00	625.00
490.00	510.00		525.00	535.00	555.00	565.00	575.00	585.00	625.00
485.00	505.00		520.00	530.00	550.00	560.00	570.00	580.00	625.00
480.00	500.00		515.00	525.00	545.00	555.00	565.00	575.00	625.00
475.00	495.00		510.00	520.00	540.00	550.00	560.00	570.00	600.00
470.00	490.00		505.00	515.00	535.00	545.00	555.00	565.00	600.00
465.00	485.00		500.00	510.00	530.00	540.00	550.00	560.00	600.00
460.00	480.00		495.00	505.00	525.00	535.00	545.00	555.00	600.00
455.00	475.00		490.00	500.00	520.00	530.00	540.00	550.00	600.00
450.00	470.00		485.00	495.00	515.00	525.00	535.00	545.00	575.00
445.00	465.00		480.00	490.00	510.00	520.00	530.00	540.00	575.00
440.00	460.00		475.00	485.00	505.00	515.00	525.00	535.00	575.00
435.00	455.00		470.00	480.00	500.00	510.00	520.00	530.00	575.00
430.00	450.00		465.00	475.00	495.00	505.00	515.00	525.00	575.00
425.00	445.00		460.00	470.00	490.00	500.00	510.00	520.00	550.00
420.00	440.00		455.00	465.00	485.00	495.00	505.00	515.00	550.00
415.00	435.00		450.00	460.00	480.00	490.00	500.00	510.00	550.00
410.00	430.00		445.00	455.00	475.00	485.00	495.00	505.00	550.00
405.00	425.00		440.00	450.00	470.00	480.00	490.00	500.00	550.00
400.00	420.00		435.00	445.00	465.00	475.00	485.00	495.00	525.00
395.00	415.00		430.00	440.00	460.00	470.00	480.00	490.00	525.00
390.00	410.00		425.00	435.00	455.00	465.00	475.00	485.00	525.00
385.00	405.00		420.00	430.00	450.00	460.00	470.00	480.00	500.00
380.00	400.00		415.00	425.00	445.00	455.00	465.00	480.00	500.00
375.00	395.00		410.00	420.00	440.00	450.00	460.00	480.00	500.00
370.00	390.00		405.00	415.00	435.00	445.00	460.00	480.00	500.00
365.00	385.00		400.00	410.00	430.00	440.00	460.00	480.00	500.00
360.00	380.00		395.00	405.00	425.00	440.00	460.00	480.00	500.00
355.00	375.00		390.00	400.00	420.00	440.00	460.00	480.00	500.00
350.00	370.00		385.00	400.00	420.00	440.00	460.00	480.00	500.00
345.00	365.00		380.00	400.00	420.00	440.00	460.00	480.00	500.00
340.00	360.00		380.00	400.00	420.00	440.00	460.00	480.00	500.00
335.00	355.00	360.00	380.00	400.00	420.00	440.00	460.00	480.00	500.00
330.00	350.00	360.00	380.00	400.00	420.00	440.00	460.00	480.00	500.00
325.00	345.00	360.00	380.00	400.00	420.00	440.00	460.00	480.00	500.00
OR LESS									

PART TIME CLERKS - On Payroll as of June 20, 1998

PRESENT RATE & OVER	6/21/98 0.25	12/20/98 0.15	6/20/99 0.25	12/19/99 0.15	6/18/00 0.25	12/17/00 0.15	6/17/01 0.25	12/16/01 0.15	3/17/02 0.15	5/19/02
12.10	12.35	12.50	12.75	12.90	13.15	13.30	13.55	13.70	13.85	
12.05	12.30	12.45	12.70	12.85	13.10	13.25	13.50	13.65	13.80	13.85
12.00	12.25	12.40	12.65	12.80	13.05	13.20	13.45	13.60	13.75	13.85
11.95	12.20	12.35	12.60	12.75	13.00	13.15	13.40	13.55	13.70	13.85
11.90	12.15	12.30	12.55	12.70	12.95	13.10	13.35	13.50	13.65	13.85
11.85	12.10	12.25	12.50	12.65	12.90	13.05	13.30	13.45	13.60	13.85
11.80	12.05	12.20	12.45	12.60	12.85	13.00	13.25	13.40	13.55	13.85
11.75	12.00	12.15	12.40	12.55	12.80	12.95	13.20	13.35	13.50	13.75
11.70	11.95	12.10	12.35	12.50	12.75	12.90	13.15	13.30	13.45	13.75
11.65	11.90	12.05	12.30	12.45	12.70	12.85	13.10	13.25	13.40	13.75
11.60	11.85	12.00	12.25	12.40	12.65	12.80	13.05	13.20	13.35	13.75
11.55	11.80	11.95	12.20	12.35	12.60	12.75	13.00	13.15	13.30	13.75
11.50	11.75	11.90	12.15	12.30	12.55	12.70	12.95	13.10	13.25	13.50
11.45	11.70	11.85	12.10	12.25	12.50	12.65	12.90	13.05	13.20	13.50
11.40	11.65	11.80	12.05	12.20	12.45	12.60	12.85	13.00	13.15	13.50
11.35	11.60	11.75	12.00	12.15	12.40	12.55	12.80	12.95	13.10	13.50
11.30	11.55	11.70	11.95	12.10	12.35	12.50	12.75	12.90	13.05	13.50
11.25	11.50	11.65	11.90	12.05	12.30	12.45	12.70	12.85	13.00	13.25
11.20	11.45	11.60	11.85	12.00	12.25	12.40	12.65	12.80	12.95	13.25
11.15	11.40	11.55	11.80	11.95	12.20	12.35	12.60	12.75	12.90	13.25
11.10	11.35	11.50	11.75	11.90	12.15	12.30	12.55	12.70	12.85	13.25
11.05	11.30	11.45	11.70	11.85	12.10	12.25	12.50	12.65	12.80	13.25
11.00	11.25	11.40	11.65	11.80	12.05	12.20	12.45	12.60	12.75	13.00
10.95	11.20	11.35	11.60	11.75	12.00	12.15	12.40	12.55	12.70	13.00
10.90	11.15	11.30	11.55	11.70	11.95	12.10	12.35	12.50	12.65	13.00
10.85	11.10	11.25	11.50	11.65	11.90	12.05	12.30	12.45	12.60	13.00
10.80	11.05	11.20	11.45	11.60	11.85	12.00	12.25	12.40	12.55	13.00
10.75	11.00	11.15	11.40	11.55	11.80	11.95	12.20	12.35	12.50	12.75
10.70	10.95	11.10	11.35	11.50	11.75	11.90	12.15	12.30	12.45	12.75
10.65	10.90	11.05	11.30	11.45	11.70	11.85	12.10	12.25	12.40	12.75
10.60	10.85	11.00	11.25	11.40	11.65	11.80	12.05	12.20	12.35	12.75
10.55	10.80	10.95	11.20	11.35	11.60	11.75	12.00	12.15	12.30	12.75
10.50	10.75	10.90	11.15	11.30	11.55	11.70	11.95	12.10	12.25	12.50
10.45	10.70	10.85	11.10	11.25	11.50	11.65	11.90	12.05	12.20	12.50
10.40	10.65	10.80	11.05	11.20	11.45	11.60	11.85	12.00	12.15	12.50
10.35	10.60	10.75	11.00	11.15	11.40	11.55	11.80	11.95	12.10	12.50
10.30	10.55	10.70	10.95	11.10	11.35	11.50	11.75	11.90	12.05	12.50
10.25	10.50	10.65	10.90	11.05	11.30	11.45	11.70	11.85	12.00	12.25
10.20	10.45	10.60	10.85	11.00	11.25	11.40	11.65	11.80	11.95	12.25
10.15	10.40	10.55	10.80	10.95	11.20	11.35	11.60	11.75	11.90	12.25
10.10	10.35	10.50	10.75	10.90	11.15	11.30	11.55	11.70	11.85	12.25
10.05	10.30	10.45	10.70	10.85	11.10	11.25	11.50	11.65	11.80	12.25
10.00	10.25	10.40	10.65	10.80	11.05	11.20	11.45	11.60	11.75	12.00
9.95	10.20	10.35	10.60	10.75	11.00	11.15	11.40	11.55	11.70	12.00
9.90	10.15	10.30	10.55	10.70	10.95	11.10	11.35	11.50	11.65	12.00
9.85	10.10	10.25	10.50	10.65	10.90	11.05	11.30	11.45	11.60	12.00
9.80	10.05	10.20	10.45	10.60	10.85	11.00	11.25	11.40	11.55	12.00
9.75	10.00	10.15	10.40	10.55	10.80	10.95	11.20	11.35	11.50	11.75
9.70	9.95	10.10	10.35	10.50	10.75	10.90	11.15	11.30	11.45	11.75
9.65	9.90	10.05	10.30	10.45	10.70	10.85	11.10	11.25	11.40	11.75
9.60	9.85	10.00	10.25	10.40	10.65	10.80	11.05	11.20	11.35	11.75
9.55	9.80	9.95	10.20	10.35	10.60	10.75	11.00	11.15	11.30	11.75
9.50	9.75	9.90	10.15	10.30	10.55	10.70	10.95	11.10	11.25	11.50
9.45	9.70	9.85	10.10	10.25	10.50	10.65	10.90	11.05	11.20	11.50
9.40	9.65	9.80	10.05	10.20	10.45	10.60	10.85	11.00	11.15	11.50
9.35	9.60	9.75	10.00	10.15	10.40	10.55	10.80	10.95	11.10	11.50
9.30	9.55	9.70	9.95	10.10	10.35	10.50	10.75	10.90	11.05	11.50
9.25	9.50	9.65	9.90	10.05	10.30	10.45	10.70	10.85	11.00	11.25
9.20	9.45	9.60	9.85	10.00	10.25	10.40	10.65	10.80	10.95	11.25
9.15	9.40	9.55	9.80	9.95	10.20	10.35	10.60	10.75	10.90	11.25
9.10	9.35	9.50	9.75	9.90	10.15	10.30	10.55	10.70	10.85	11.25
9.05	9.30	9.45	9.70	9.85	10.10	10.25	10.50	10.65	10.80	11.25
9.00	9.25	9.40	9.65	9.80	10.05	10.20	10.45	10.60	10.75	11.00
8.95	9.20	9.35	9.60	9.75	10.00	10.15	10.40	10.55	10.70	11.00
8.90	9.15	9.30	9.55	9.70	9.95	10.10	10.35	10.50	10.65	11.00
8.85	9.10	9.25	9.50	9.65	9.90	10.05	10.30	10.45	10.60	11.00
8.80	9.05	9.20	9.45	9.60	9.85	10.00	10.25	10.40	10.55	11.00
8.75	9.00	9.15	9.40	9.55	9.80	9.95	10.20	10.35	10.50	10.75
8.70	8.95	9.10	9.35	9.50	9.75	9.90	10.15	10.30	10.45	10.75
8.65	8.90	9.05	9.30	9.45	9.70	9.85	10.10	10.25	10.40	10.75
8.60	8.85	9.00	9.25	9.40	9.65	9.80	10.05	10.20	10.35	10.75
8.55	8.80	8.95	9.20	9.35	9.60	9.75	10.00	10.15	10.30	10.75
8.50	8.75	8.90	9.15	9.30	9.55	9.70	9.95	10.10	10.25	10.50
8.45	8.70	8.85	9.10	9.25	9.50	9.65	9.90	10.05	10.20	10.50
8.40	8.65	8.80	9.05	9.20	9.45	9.60	9.85	10.00	10.15	10.50
8.35	8.60	8.75	9.00	9.15	9.40	9.55	9.80	9.95	10.10	10.50
8.30	8.55	8.70	8.95	9.10	9.35	9.50	9.75	9.90	10.05	10.50
8.25	8.50	8.65	8.90	9.05	9.30	9.45	9.70	9.85	10.00	10.25
8.20	8.45	8.60	8.85	9.00	9.25	9.40	9.65	9.80	9.95	10.25
8.15	8.40	8.55	8.80	8.95	9.20	9.35	9.60	9.75	9.90	10.25
8.10	8.35	8.50	8.75	8.90	9.15	9.30	9.55	9.70	9.85	10.25
8.05	8.30	8.45	8.70	8.85	9.10	9.25	9.50	9.65	9.80	10.25
8.00	8.25	8.40	8.65	8.80	9.05	9.20	9.45	9.60	9.75	10.00
7.95	8.20	8.35	8.60	8.75	9.00	9.15	9.40	9.55	9.70	10.00

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PART TIME CLERKS - On Payroll as of June 20, 1998 (continued):

PRESENT RATE	6/21/98	12/20/98	6/20/99	12/19/99	6/18/00	12/17/00	6/17/01	12/16/01	3/17/02	5/19/02
7.90	8.15	8.30	8.55	8.70	8.95	9.10	9.35	9.50	9.65	10.00
7.85	8.10	8.25	8.50	8.65	8.90	9.05	9.30	9.45	9.60	10.00
7.80	8.05	8.20	8.45	8.60	8.85	9.00	9.25	9.40	9.55	10.00
7.75	8.00	8.15	8.40	8.55	8.80	8.95	9.20	9.35	9.50	9.75
7.70	7.95	8.10	8.35	8.50	8.75	8.90	9.15	9.30	9.45	9.75
7.65	7.90	8.05	8.30	8.45	8.70	8.85	9.10	9.25	9.40	9.75
7.60	7.85	8.00	8.25	8.40	8.65	8.80	9.05	9.20	9.35	9.75
7.55	7.80	7.95	8.20	8.35	8.60	8.75	9.00	9.15	9.30	9.75
7.50	7.75	7.90	8.15	8.30	8.55	8.70	8.95	9.10	9.25	9.50
7.45	7.70	7.85	8.10	8.25	8.50	8.65	8.90	9.05	9.20	9.50
7.40	7.65	7.80	8.05	8.20	8.45	8.60	8.85	9.00	9.15	9.50
7.35	7.60	7.75	8.00	8.15	8.40	8.55	8.80	8.95	9.10	9.50
7.30	7.55	7.70	7.95	8.10	8.35	8.50	8.75	8.90	9.05	9.50
7.25	7.50	7.65	7.90	8.05	8.30	8.45	8.70	8.85	9.00	9.25
7.20	7.45	7.60	7.85	8.00	8.25	8.40	8.65	8.80	8.95	9.25
7.15	7.40	7.55	7.80	7.95	8.20	8.35	8.60	8.75	8.90	9.25
7.10	7.35	7.50	7.75	7.90	8.15	8.30	8.55	8.70	8.85	9.25
7.05	7.30	7.45	7.70	7.85	8.10	8.25	8.50	8.65	8.80	9.25
7.00	7.25	7.40	7.65	7.80	8.05	8.20	8.45	8.60	8.75	9.00
6.95	7.20	7.35	7.60	7.75	8.00	8.15	8.40	8.55	8.70	9.00
6.90	7.15	7.30	7.55	7.70	7.95	8.10	8.35	8.50	8.65	9.00
6.85	7.10	7.25	7.50	7.65	7.90	8.05	8.30	8.45	8.60	9.00
6.80	7.05	7.20	7.45	7.60	7.85	8.00	8.25	8.40	8.55	9.00
6.75	7.00	7.15	7.40	7.55	7.80	7.95	8.20	8.35	8.50	8.75
6.70	6.95	7.10	7.35	7.50	7.75	7.90	8.15	8.30	8.45	8.75
6.65	6.90	7.05	7.30	7.45	7.70	7.85	8.10	8.25	8.40	8.75
6.60	6.85	7.00	7.25	7.40	7.65	7.80	8.05	8.20	8.35	8.75
6.55	6.80	6.95	7.20	7.35	7.60	7.75	8.00	8.15	8.30	8.75
6.50	6.75	6.90	7.15	7.30	7.55	7.70	7.95	8.10	8.25	8.50
6.45	6.70	6.85	7.10	7.25	7.50	7.65	7.90	8.05	8.20	8.50
6.40	6.65	6.80	7.05	7.20	7.45	7.60	7.85	8.00	8.15	8.50
6.35	6.60	6.75	7.00	7.15	7.40	7.55	7.80	7.95	8.10	8.50
6.30	6.55	6.70	6.95	7.10	7.35	7.50	7.75	7.90	8.05	8.50
6.25	6.50	6.65	6.90	7.05	7.30	7.45	7.70	7.85	8.00	8.25
6.20	6.45	6.60	6.85	7.00	7.25	7.40	7.65	7.80	7.95	8.25
6.15	6.40	6.55	6.80	6.95	7.20	7.35	7.60	7.75	7.90	8.25
6.10	6.35	6.50	6.75	6.90	7.15	7.30	7.55	7.70	7.85	8.25
6.05	6.30	6.45	6.70	6.85	7.10	7.25	7.50	7.65	7.80	8.25
6.00	6.25	6.40	6.65	6.80	7.05	7.20	7.45	7.60	7.75	8.00
5.95	6.20	6.35	6.60	6.75	7.00	7.15	7.40	7.55	7.70	8.00
5.90	6.15	6.30	6.55	6.70	6.95	7.10	7.35	7.50	7.65	8.00
5.85	6.10	6.25	6.50	6.65	6.90	7.05	7.30	7.45	7.60	8.00
5.80	6.05	6.20	6.45	6.60	6.85	7.00	7.25	7.40	7.55	8.00
5.75	6.00	6.15	6.40	6.55	6.80	6.95	7.20	7.40	7.55	8.00
5.70	5.95	6.10	6.35	6.50	6.75	6.90	7.15	7.40	7.55	8.00
5.65	5.90	6.05	6.30	6.45	6.70	6.90	7.15	7.40	7.55	8.00
5.60	5.85	6.00	6.25	6.40	6.65	6.90	7.15	7.40	7.55	8.00
5.55	5.80	6.00	6.25	6.40	6.65	6.90	7.15	7.40	7.55	8.00
5.50	5.80	6.00	6.25	6.40	6.65	6.90	7.15	7.40	7.55	8.00
5.45	5.80	6.00	6.25	6.40	6.65	6.90	7.15	7.40	7.55	8.00
5.40	5.80	6.00	6.25	6.40	6.65	6.90	7.15	7.40	7.55	8.00
5.35	5.80	6.00	6.25	6.40	6.65	6.90	7.15	7.40	7.55	8.00
5.30	5.80	6.00	6.25	6.40	6.65	6.90	7.15	7.40	7.55	8.00
5.25 OR LESS	5.80	6.00	6.25	6.40	6.65	6.90	7.15	7.40	7.55	8.00

WEEKLY WAGE PROGRESSIONS FOR FULL TIME CLERKS HIRED ON OR AFTER JUNE 21, 1998

	6/21/98	6/20/99	12/17/00
After 30 days	$325.00	$350.00	$375.00

And will receive an increase of an additional twenty ($20) dollars per week in accordance with the following schedule as described in article 36.27 and 36.28 for semi-annual wage increases.

36.22 Full time clerks hired or appointed on or after June 21, 1998, *shall not receive the general across-the-board wage increases. However, an* employee who reaches the top of the progression scale during the term of the Agreement as a result of having been hired above the minimum or reclassified from part time to full time, shall be eligible to receive the across-the-board increases on June 20, 1999, December 19, 1999, June 18, 2000, December 17, 2000, June 17, 2001 and December 16, 2001 if applicable, provided that in no event shall such employee exceed the top clerk's rate of pay.

36.23 All new full time clerks, hired at or above the minimum rate for after thirty (30) days as described above shall in any event receive a minimum wage increase of ten ($10.00) dollars after thirty (30) days employment and *thereafter shall receive an additional increase of twenty ($20)* dollars per week in accordance with the schedule for semi-annual wage increase in accordance with the following schedule as described in article 36.27 and 36.28.

36.24 All newly hired full time employees will receive credit of a minimum of one (1) year's service for wages only if within the preceding twelve (12) months the prospective employees have worked in covered employment under Local 1500 and have so noted on the application at the *time of their employment.*

HOURLY WAGE PROGRESSIONS FOR PART-TIME CLERKS HIRED ON OR AFTER JUNE 21, 1998

	6/21/98	6/20/99	12/17/2000
After 30 Days	$5.50 per hour	$5.75 per hour	$6.00 per hour

And will receive an additional increase of twenty-five (.$25) cents per hour in accordance with the following schedule as described in article 36.27 and 36.28 for semi-annual wage increases.

36.25 Part time clerks hired on or after June 21, 1998 shall not receive *the general across-the-board wage increase. However an employee who* reaches the top of the progression scale during the term of the agreement as a result of having been hired above the minimum or reclassified from full time to part time, shall be eligible to receive the across-the-board increase on December 20, 1998, June 20, 1999, December 19, 1999, June 18, 2000, December 17, 2000, June 17, 2001, December 16, 2001 and March 17, 2002, if applicable, provided that in no event shall such employee exceed the top clerk's rate of pay.

36.26 All new part time clerks hired at or above the minimum rate for after thirty (30) days as described above shall in any event receive a minimum wage increase of twenty-five (.25¢) cents after thirty (30) days *employment and thereafter shall receive an additional increase of twenty-*five (.$25) cents per hour in accordance with the schedule for semi-annual wage increases in accordance with the following schedule as described in article 36.27 and 36.28.

36.27 Employees hired on or after June 21, 1998 shall receive their increases on a semi-annual basis in accordance with the following schedule:

All employees hired in April, May, June, July, August and September shall receive their increases in December.

All employees hired in October, November, December, January, February and March shall receive their increases in June.

36.28 Said employees, on the appropriate date in June or appropriate date in December must be at the rate equal to one wage step higher than the rate at which they were hired. On each succeeding June and December, said employees shall advance to the next wage step until they reach the applicable maximum.

36.29 In the event of an increase in State or Federal Minimum Wage Requirements, the thirty (30) day rate for newly hired part time employees shall be a minimum of twenty-five ($.25) per hour above the new Federal or State Minimum Wage.

HOURLY WAGE PROGRESSION FOR PART TIME COURTESY CLERKS IN STORES WITH SALES VOLUME OF $300,000.00 PER WEEK OR MORE EFFECTIVE JANUARY 3, 1999

WAGES EFFECTIVE 1/3/99	WAGES EFFECTIVE 12/31/2000
After 30 Days $5.50 per hour	After 30 Days $5.75 per hour
After 6 Months $5.65 per hour	After 6 Months $5.90 per hour
After 12 Months $5.80 per hour	After 12 Months $6.05 per hour
After 18 Months $5.95 per hour	After 18 Months $6.20 per hour

After reaching the top of the Progression Scales Courtesy Clerks hired on or after 1/3/99 shall receive an increase of $.15 per hour in accordance with the following schedule as described in article 36.27.

Duties of Courtesy Clerk - Will be limited to bagging, collecting shopping carts, cleaning around check stands, sweeping, replenishing bags, stocking magazines, candy and soda by check stands, displays by check stands and putting away overstock and throwbacks.

ARTICLE 37
SAVINGS

37.01 The parties hereto agree that should any article or subdivision of this Agreement be or become unlawful, invalid, ineffective or unenforceable by virtue of any acts, law or decisions of any established governmental agency or court, then any such article or subdivision shall not affect the validity and enforceability of any other article or subdivision thereof, and the remainder of this Agreement shall continue in full force and effect for its duration.

ARTICLE 38
SUCCESSORS AND ASSIGNS

38.01 This Agreement shall bind and insure to the benefit of the Employer, its successors and/or assigns, and to the Union, its successors and/or assigns, whether in this or any other locality.

38.02 Any and all other benefits heretofore previously enjoyed by the employees shall remain in full force and effect for the duration of this Agreement, unless otherwise modified by negotiations.

ARTICLE 39
TERM OF AGREEMENT

39.01 This Agreement shall be effective as of June 21, 1998 and shall continue in full force and effect until midnight, the 22nd day of June, 2002, and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to the 22nd day of June, 2002 or any annual date of expiration thereafter, written notice by registered mail is given by either party, to the other of a desire to amend or terminate this Agreement.

IN WITNESS THEREOF, they have affixed and signed signatures as duly authorized and legal representative of the Employer and the Union.

KING KULLEN GROCERY CO., INC.

By: _____
President and Chief Operating Officer

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1500

By: _____
President

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