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

K#: **6895**

Employer Name: **Pathmark Stores, Inc.**

Location: **Carteret NJ**

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

Local: **1500**

SIC: **5411**

NAICS: **445110**

Sector: **P**

Number of Workers: **6000**

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AGREEMENT WITH

PATHMARK, INC.

and

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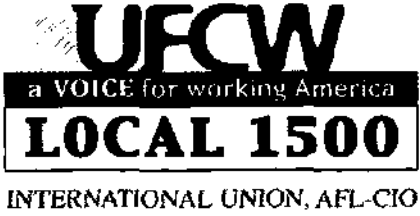

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INDEX

	ARTICLE	PAGE
ACCESS TO STORES AND UNION STORE CARD	XXX	20
AGREEMENT	-	1
CHECK-OFF	III	1
DEATH IN FAMILY	XI	9
DEFINITION OF STATUS	VI	3
DISCHARGE	XXVI	19
GRIEVANCE PROCEDURE AND ARBITRATION	XXVII	19
HOLIDAYS	X	4
INDIVIDUAL AGREEMENTS	XXXVI	22
INDUSTRY EXPERIENCE	XXXIII	21
INJURY ON THE JOB	XIII	11
JURY DUTY	XIV	11
LAUNDRY AND EQUIPMENT	XVII	12
LEAVE OF ABSENCE	XVI	12
LEGAL SERVICES PLAN	XX	14
LIE DETECTOR TESTS	XXXII	21
MANAGEMENT CLAUSE	IV	2
MILITARY SERVICE	XV	11
MINORS	XXXI	21
NO STRIKES NO LOCKOUTS	XXVIII	20
OVERTIME AND PREMIUM PAY	XXIV	17
PENSION PLAN	XIX	14
PROVISIONS APPLICABLE TO ALL FUNDS	XXI	15
RECLASSIFICATION	XXXIV	21
SAVINGS CLAUSE	XXXVII	22
SCHEDULE A - WAGES	-	23
SENIORITY	VIII	3
SHOP STEWARDS	XXIX	20
SICK LEAVE	XII	9
SUCCESSORS AND ASSIGNS	XXXVIII	22
TECHNOLOGY	XXXV	21
TERM OF AGREEMENT	XXXIX	22
TRANSFERS	VII	3
TRIAL PERIOD	V	2
UNION RECOGNITION	I	1
UNION SHOP	II	1
VACATIONS	IX	4
WAGES	XXII	16
WELFARE PLAN	XVIII	13
WORK SCHEDULE	XXV	19
WORK WEEK AND HOURS	XXIII	16

AGREEMENT

THIS AGREEMENT made as of the 23rd day of June, 2002, by and between U.F.C.W., 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, hereinafter referred to as the "Union", and PATHMARK STORES, INC., and any new or acquired corporation operating retail food stores, having its principal place of business at 200 Milik Street, Carteret, New Jersey, 07008, hereinafter referred to as the "Employer".

ARTICLE I
UNION RECOGNITION

The Employer does hereby recognize the Union as the sole and exclusive bargaining agent for all employees except supervisors, store managers, assistant store managers, security guards, stocktakers, meat and delicatessen departments, and bakery department employees in all stores or other establishments that are now owned, conducted, maintained or operated by it, and in any new store, stores, or other establishments that it may acquire, conduct, maintain or operate at any time during the life of this Agreement which are in the City of New York, Nassau, Suffolk, Westchester, Putnam and Dutchess Counties in New York.

ARTICLE II
UNION SHOP

A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in ood standing on the effective date of this Agreement, shall remain nembers in good standing and those who are not members on the effective ate of this Agreement shall, as a condition of their continued employment y the Employer, become members of the Union on the thirty-first (31st) ay following the beginning of their employment or the execution date of his Agreement, whichever is the later, and they shall thereafter maintain heir membership in the Union in good standing during the term of this Agreement.

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

ARTICLE III
CHECK-OFF

A. The Union shall provide the Employer with a duly executed uthorization for check-off of dues and initiation fees signed by each mployee who shall be subject thereto, and such authorization shall onform with the requirements of the Labor Management Relations Act of 947 and the amendments thereto.

B. The Employer agrees to deduct union dues and initiation fees from e wages of the employees in the bargaining unit who provide the mployer with such written authorization.

C. Such deductions will be made weekly by the Employer from the ages of the employees in advance of the month due and will be transmitted the Union by the tenth (10th) day of the following month. If the mployer fails to remit the checked-off dues and initiation fees as provided this paragraph by the fifteenth (15th) day of the month due, the Union

shall 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 fo* collection, the Employer agrees to be responsible for all reasonable collection expenses, including, but not limited to, reasonable attorneys' fees

D. 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 o employees who are Union members and who have signed deductior authorization cards. In the event the Employer obtains the capability tc make weekly payroll deductions for the Active Ballot Club, the Employe will remit to the Union's Active Ballot Club on a monthly basis an agreec upon amount deducted from the wages of employees who are Unior members and have signed weekly payroll deduction authorization cards.

E. The Union shall indemnify and save the Employer harmless agains any and all claims, demands, suits or other forms of liability that shall aris 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 Unio setting forth the amount of dues and initiation fees owing from eac employee or for the purpose of complying with the provisions of an check-off authorization.

ARTICLE IV
MANAGEMENT CLAUSE

Subject to the provisions of this Agreement, the Employer has the exclusiv right and authority to establish policies and manage stores covered by thi Agreement and direct the working forces employed therein, including, bu not limited to, the rights of hiring, suspending, discharging for proper cause promoting, transferring and releasing employees from duties because o lack of work.

ARTICLE V
TRIAL PERIOD

A. The Employer shall have thirty (30) days from the day o employment within which to determine whether or not newly hire employees shall be retained, and sixty (60) days in the case of a new stor opening or remodeling. During the trial period, the Employer shall have th right to try the employee at different types of work, transfer the employee require the employee to attend training periods and, in addition, to requir the employee to take such tests as the Employer might propose, all of whic is intended to give the employee the fullest opportunity to qualify fc continued employment. Former employees of the Employer who have nc retained seniority shall be considered as newly hired employees. The sai trial period is intended to provide the maximum number of work days an if the employee does not work continuously during that period, the tri period shall be extended to the number of working days which the employe has missed during the said trial period.

B. *The employer shall have the right to terminate any newly hire* employee during this period without recourse by the employee and/or th Union, and the Employer shall not be required to allege the cause for th said termination.

C. The Employer shall have the right to employ Department Manage for a period of ninety (90) days in such capacity. During the said nine (90) day period, the Employer shall have the right to transfer, requi attendance at training periods and shall have the right to require th Department Manager to take such tests as the Employer shall propose, a of which is intended to provide the Department Manager with the fulle opportunity to qualify in this capacity. At any time during said trial perio

he Employer shall have the right to terminate the trial period, and the Department Manager shall revert to his or her former status. If the said mployee is newly hired in such capacity, the Employer shall have the right o terminate the employment at any time during the trial period without ecourse by the employee or Union, and the Employer shall not be required o allege the cause for the said termination. The said ninety (90) day period s intended to provide the maximum number of work days, and if the mployee does not work continuously during that period, the trial period hall be extended by the number of working days which the employee has nissed during the said ninety (90) day period.

ARTICLE VI
DEFINITION OF STATUS

A. All employees regularly working thirty (30) or more hours per week hall be considered full-time employees.

B. All employees regularly working less than thirty (30) hours per week hall be considered part-time employees.

ARTICLE VII
TRANSFERS

A. If an involuntary transfer of a full-time employee from one store to nother results in additional traveling expense, eight ($.08) cents per mile or additional mileage and additional tolls incurred shall be paid.

B. A transfer of personnel need not be according to seniority unless onsideration of hardship is involved.

C. There shall be no travel pay if a transfer is voluntary.

D. The Employer shall give the Union one (1) week's written notice rior to the permanent transfer of a full-time employee and three (3) days' otice prior to the permanent transfer of a part-time employee. In the case f an emergency, the Union shall be notified as soon as possible.

ARTICLE VIII
SENIORITY

A. Seniority rights of employees in layoffs and recalls shall prevail on a argaining unit departmental basis. Layoffs shall be made in the inverse rder of seniority, and recall shall be made in the order of seniority for a eriod of six (6) months only, and if employees are not recalled during the aid six (6) month period, they shall thereafter be considered new mployees if rehired. Recalled employees shall have one (1) week after otice of recall within which to report for work provided that they shall otify the Employer within forty-eight (48) hours after such notice that they ill return, and if they fail to return or to give such notice, they shall lose eir seniority.

B. Employees who are recalled from a layoff shall be re-employed at the ime point in the progression rate range at which they were laid off, if at the me of their layoff they were in the progression rate range, otherwise, at the me salary they had been receiving prior to their layoff. Employees who ave lost seniority, if rehired, shall be rehired as new employees at the inimum of the progression rate range.

C. In the event the Employer closes a store, or stores, two (2) weeks ritten notice shall be given to the Union, if possible, along with a seniority st. The layoff or termination of employees covered by this Agreement ccasioned thereby shall be accomplished on the basis of bargaining unit niority in employment.

D. In no event shall the closing of any store, or stores, owned an operated by the Employer, nor any transfer by the Employer, or an employee from one store to another result in any loss of seniorit rights, except in the case of termination of employmlent as provided fo in this Agreement.

ARTICLE IX
VACATIONS

A. (1) Regular full-time employees who have completed twelve (12 consecutive months of full-time employment shall receive two (2) week vacation with pay, one (1) week of which shall be earned and may be take after six (6) months.

(2) Regular full-time employees hired or converted from part-tim to full-time on or after June 19, 1994 shall receive one (1) week's vacatio with pay after completing twelve (12) consecutive months of full-tim employment and two (2) weeks' vacation with pay after completing twenty four (24) months of full-time employment.

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

C. Regular full-time employees who have completed ten (10 consecutive years of full-time employment with the Employer shall receiv four (4) weeks' vacation with pay.

D. Regular full-time employees who have completed twenty- five (25 consecutive years of full-time employment with the Employer shall receiv five (5) weeks' vacation with pay.

E. When an employee is entitled to more than two (2) weeks' vacatior the Employer reserves the right to grant or assign such additional week o weeks at a time or times different from the first two (2) weeks.

F. Full-time employees laid off by the Employer before the completio of their six (6) month qualifying period shall receive pro rata vacation fo each month of continuous service except those employees who have bee discharged for good cause or have voluntarily left their employment.

G. Full-time employees resigning in good standing who have give proper notice and who have earned vacation weeks which have not bee taken will be paid earned vacation where six-month intervals have passe when entitled to up to two (2) weeks' vacation, four-month intervals hav passed when entitled to up to three (3) weeks' vacation, and three-mont intervals have passed when entitled to up to four (4) weeks' vacation b virtue of length of service. Payment will be made only for those full week that have thus been earned.

H. Regular part-time employees who have been continuously employe by the Employer for twelve (12) consecutive months or more and who hav worked eight hundred (800) hours or more during the year shall be entitle to vacation as follows:

Length of Service	Hired Before 6/19/94	Hired on or After 6/19/94
One (1) year	Twenty-Five (25) Hours	Twenty (20) Hours
Two (2) years	Fifty (50) Hours*	Forty (40) Hours
Seven (7) years	Seventy-Five (75) Hours	Seventy-Five (75) Hours
Ten (10) years	One Hundred (100) Hours	One Hundred(100)Hours
Twenty-five (25) years	One Hundred Twenty-Five (125)Hours	One Hundred Twenty-Fiv (125)Hours

*Part-time employees hired before June 19, 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 wo (2) weeks' vacation.

I. Part-time employees who do not meet the 800 hour requirement during the year shall receive vacation 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 imited to holidays, vacations, sick leave and funeral leave shall be included n making such computation.

J. A part-time employee who has completed at least six (6) months' ontinuous service and who is promoted permanently to a regular full-time osition shall receive, beginning in the year subsequent to the promotion, one-half (1/2) credit for all time served in the part-time position for the urpose of calculating the employee's full-time vacation entitlement. At the ime of the promotion, the employee shall be paid for all part-time vacation ntitlements on a pro rata basis.

K. Job classification premiums only excluding shift premiums, are to be ncluded in vacation pay.

L. The Employer agrees to issue separate checks for vacation pay.

M. Vacation benefits shall not be payable to employees discharged for ood cause.

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

O. Employees who have completed at least six (6) months' continuous ervice and who are permanently laid off shall receive a vacation benefit on pro rata basis.

ARTICLE X
HOLIDAYS

A. 1. All full-time employees hired on or before June 15, 1991 covered y this Agreement, and who qualify, shall receive the following legal olidays with pay:

New Year's Day	Labor Day
President's Day	Presidential Election Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2. All full-time employees hired on or after June 16, 1991, covered by is Agreement and who qualify, shall receive the following legal holidays ith pay:

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

addition, such employees who have completed thirty (30) days' nployment prior to the date on which Presidents' Day occurs, shall receive personal holiday in lieu thereof to be taken during the contract year.

3. All full-time employees hired on or after June 19, 1994 whc have three (3) months' continuous full-time employment, covered by this Agreement and who qualify shall receive the following lega holidays with pay:

New Year's Day	Labor Day
Memorial Day	Presidential Election Day
Independence Day	(If registered Voter)
Thanksgiving Day	Christmas Day

B. Should a regular full-time employee's regularly scheduled day off fal on any of the above named holidays, said employee shall be granted anothe day off during the same week.

C. On Christmas Eve, one-half (1/2) of the full-time crew shall b excused one (1) hour before the end of the shift and the other half of th full-time crew shall be excused one (1) hour before the end of the shift o New Year's Eve. This applies to those full-time employees working on th aforementioned days. If the Employer decides to close one (1) hour earlie on any of the above days, that shall be the hour off.

D. All regular full-time employees, excluding full-time employees hire or converted to full-time on or after June 19, 1994, eligible for one (1 week's vacation shall in lieu of previous existing half holidays, be grante one (1) additional day of vacation with pay which may be granted at th time of their vacation or at a time different from their vacation, or th employee may be paid one (1) additional day's pay in lieu thereof, at th discretion of the Employer. All regular full- time employees, excludin full-time employees hired or converted to full-time on or after June 19 1994, eligible for two (2) weeks' vacation or more shall be granted two (2 additional days of vacation with pay, in lieu of previous existing hal holidays, which may be granted at the time of their vacation or at a tim different from their vacation, or be paid two (2) additional day's pay in lie thereof, at the discretion of the Employer.

E. Full-time employees, excluding full-time employees hired o converted to full-time on or after June 19, 1994, who have been in th employ of the Employer for six (6) consecutive months as regular full-tim employees shall be entitled to two (2) personal holidays during a contrac year; the first to be taken during the first six (6) months of the contract yea and the second during the second six (6) months of the contract yea: Full-time employees hired or converted to full-time on or after June 19 1994, *who have been in the employ of the Employer for twelve* (12 consecutive months as a regular full-time employee shall be entitled to on (1) personal holiday during a contract year; after twenty-four (24 consecutive months as a regular full-time employee shall be entitled to maximum of two (2) personal holidays in a contract year and afte thirty-six (36) consecutive months as a regular full-time employee shall b entitled to a maximum of five (5) personal holidays in a contract yea Part-time employees reclassified to full-time after June 19, 1994 who hav Presidents' Day or a personal holiday in lieu of Presidents' Day shall b entitled to a maximum of four (4) personal holidays after thirty-six (36 months of full-time service. In assigning personal holidays, the Employe shall take into consideration the convenience of the employee. Onl regularly scheduled work days of the employee may be selected as person holidays and only one (1) employee from a store shall be assigned personal holiday on any one (1) day.

F. Full-time employees, hired before June 19, 1994, who have been i the employ of the Employer for six (6) consecutive months and full-tim employees hired or converted to full-time on or after June 19, 1994 wh have been in the employ of the Employer for twelve (12) consecutiv months as regular full-time employees shall be entitled to his or h birthday as an additional personal holiday. The employee's birthday sha

be assigned on the Monday following the week in which the birthday occurred, except for holiday weeks, in which case the birthday shall be assigned on the following Monday. Only one (1) employee from a store shall be assigned a birthday in any one (1) week.

G. Full-time employees hired before June 19, 1994, who have been in the employ of the Employer for six (6) consecutive months and full-time employees hired or converted to full-time on or after June 19, 1994 who have been in the employ of the Employer for twenty-four (24) consecutive months as regular full-time employees shall be entitled to his or her anniversary date of employment as an additional personal holiday, to be assigned in the same manner as a birthday.

H. When a holiday occurs during a full-time 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.

I. Full-time employees who work on any of the above named holidays as described in A.1, A.2 or A.3 shall receive, in addition to the holiday pay to which they are entitled, time and one-half (1-1/2) their regular hourly rate for all hours worked on said holidays.

J. Full-time employees who work on a holiday will be scheduled for a minimum of eight (8) hours' work, provided the store is open for such time and the employee is available. Full-time employees shall be given a reasonable opportunity to work on holidays on a rotating basis by seniority when the store is open for business. The Employer may schedule full-time employees by inverse order of seniority if necessary to staff a department. When stores are open on holidays on which they are presently closed, departments are to be staffed by volunteers first before inverse order of seniority is invoked.

K. 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 he night of the holiday.

L. 1. All part-time employees hired on or before June 15, 1991, covered by this Agreement, who have completed three (3) or more months of continuous 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 legal holidays:

New Year's Day	Labor Day
President's Day	Presidential Election Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

2. All part-time employees hired on or after June 16, 1991, covered y this Agreement, who have completed three (3) or more months of ontinuous employment with the Employer shall receive four (4) hours' oliday pay based on their regular straight time hourly wage rate for each f the following legal holidays:

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

n addition, such employees who have completed three (3) months' mployment prior to the date on which Presidents' Day occurs, shall receive personal holiday in lieu thereof to be taken during the contract year.

3. All part-time employees hired on or after June 19, 1994, covered by this Agreement, who have completed four (4) or more months of continuous 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 legal holidays:

New Year's Day	Presidential Election Day
Memorial Day	(If registered Voter)
Independence Day	Thanksgiving Day
Labor Day	Christmas Day

In addition, such employees who have completed twelve (12) months employment shall receive a personal holiday to be taken during the contract year.

M. Part-time employees hired before June 19, 1994, who have been in the employ of the Employer for six (6) consecutive months and part-time employees hired on or after June 19, 1994 who have been in the employ of the Employer for twenty-four (24) consecutive months as regular part-time employees shall be entitled to his or her birthday as an additional personal holiday, and shall receive four (4) hours' holiday pay based on their regular straight time hourly wage rate for said holiday. The employee's birthday shall be assigned on the Monday following the week in which the birthday occurred, except for holiday weeks, in which case the birthday shall be assigned on the following Monday. Only one (1) employee from a store shall be assigned a birthday in any one (1) week.

N. Part-time employees hired before June 19, 1994, who have been in the employ of the Employer for six (6) consecutive months and part-time employees hired on or after June 19, 1994 who have been in the employ of the Employer for thirty-six (36) consecutive months as regular part-time employees shall be entitled to his or her anniversary date of employment as an additional personal holiday, and shall receive four (4) hours' holiday pay based on their regular straight time hourly wage rate for said holiday, to be assigned in the same manner as a birthday.

O. Part-time employees who work on any of the above named holidays as described in L.1, L.2 or L.3 shall receive, in addition to the holiday pay to which they are entitled, time and one-half (1-1/2) their regular hourly rate for all hours worked on said holidays.

P. Part-time employees who are promoted to full-time positions shall be entitled to receive full-time holidays. Part-time employees who have completed six (6) months' service and who are promoted to full-time positions shall be entitled to receive full-time personal, anniversary and birthday holidays. 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 (1st) year then they would qualify for the additional personal holidays as described in Sections E., F. and G. above.

Q. In order to qualify for holiday pay, all eligible 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. An employee who has been absent from work will qualify for holiday pay if the absence is excused, which excuse shall not be unreasonably denied.

R. Personal holidays for all employees are to be assigned and taken or shall be paid for at the end of each contract year provided that the employee is in the employ of the Employer at such time.

ARTICLE XI
DEATH IN FAMILY

A. 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 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.

B. 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. Regular part-time employees shall be entitled to one (1) day paid leave for a regularly scheduled work day lost to attend the funeral or memorial service of the employee's grandparent or grandchild.

ARTICLE XII
SICK LEAVE

A. 1. All regular full-time employees hired on or before June 15, 1991 shall after 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.

2. All regular full-time employees hired on or after June 16, 1991 shall after three (3) consecutive months of full-time employment with the Employer be eligible to receive in their first (1st) sick leave year one (1) day of sick leave with pay at their regular straight time rate of pay for eight (8) hours for each full month of employment to a maximum of ten (10) days.

Such employees shall be eligible to receive ten (10) days sick leave in subsequent sick leave years.

3. All regular full-time employees hired on or after June 19, 1994 hall be entitled to 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 as ollows:

After three (3) consecutive months of full-time employment	maximum four (4) days in a calendar year earned one (1) day per month
After twelve (12) consecutive months of full-time employment	maximum six (6) days in a calendar year
After twenty-four (24) consecutive months of full-time employment	maximum eight (8) days in a calendar year
After thirty-six (36) months of full-time employment	maximum ten (10) days in a calendar year

B. Employees who are in the employ of the Employer in a regular ull-time capacity on the last day of each sick leave year, and who have een employed in a regular full-time capacity for three (3) consecutive nonths or more during the said year, shall be paid on a pro rata basis for ll sick leave for which they were eligible but which they did not use. uch unused sick leave must be paid within thirty (30) days after the close f the calendar year.

C. 1. Regular part-time employees with one (1) year of continuous service shall receive up to three (3) scheduled days paid sick leave at four (4) hours per day, four (4) days after two (2) years' service, and five (5) days after three (3) years' service starting with the first scheduled day of illness.

2. Regular part-time employees hired on or after June 19, 1994 shall be entitled to sick leave at four (4) hours per day with pay starting with the first scheduled day of illness as follows:

After twelve (12) months of continuous service	maximum three (3) days in a calendar year earned four (4) hours for each four (4) months
After twenty-four (24) months of continuous service	maximum four (4) days in a calendar year earned four (4) hours for each three (3) months
After thirty-six (36) months of continuous	maximum five (5) days in a calendar year service

D. Regular part-time employees who have been employed for a period of two (2) years shall be paid on a pro rata basis for all sick leave for which they were eligible but which they did not use. Such usused sick leave must be paid within thirty (30) days after the close of the calendar year as outlined in C.1. above. Part-time employees hired on or after June 19, 1994 who have been employed for a period of three (3) years shall be paid for all sick leave for which they were eligible, but which they did not use within thirty (30) days after the close of the calendar year as outlined in C.2. above

E. 1. A part-time employee hired on or before June 15, 1991, who has completed three (3) months' service and who is promoted to a full-time position shall be eligible for full-time sick leave benefits immediately upon the promotion. Such employee shall receive no payment for unused sick leave earned as a part-time employee.

2. A part-time employee hired on or after June 16, 1991, who is promoted to a full-time position shall be eligible for full-time sick leave benefits as described in A.2 above.

3. A part-time employee hired on or after June 19, 1994 who i promoted to a full-time position shall be eligible for full-time sick leave benefits as described in A. 3. above.

F. In order to be eligible for sick leave all employees must notify the Employer of their inability to report to work no later than two (2) hour prior to their scheduled starting time on the first (1st) day of absence, i able, and as often as reasonably possible thereafter if such illness extend beyond one (1) day.

G. Any employee covered by this Agreement who falsifies sick leave, o who knowingly attempts to collect sick leave under false pretenses, shall be subject to immediate discharge.

H. An employee who is permanently laid-off shall be paid on a pro rat basis for fifty (50%) percent of all sick leave for which the employee i eligible but did not use.

I. An employee who retires from the Employer with a pension from th Pension Fund shall be paid on a pro rata basis for all sick leave for whic the employee is eligible but did not use.

ARTICLE XIII
INJURY ON THE JOB

An employee who is injured on the job and is directed by a medical doctor not to continue work shall be paid said employee's usual day's wages for that day at straight time for the day on which the injury occurred and which time shall not be considered sick leave.

ARTICLE XIV
JURY DUTY

A. 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 or thirty (30) working days during the term of the Agreement in the case of an employee called for grand jury duty. 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 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.

B. 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.

C. An employee who has served five (5) days in a week on jury duty shall not be required to work on Saturday.

ARTICLE XV
MILITARY SERVICE

A. An employee who is required to leave a position by reason of conscription or enlistment in the military service shall, upon application, be reinstated to such position in the manner and on such conditions as the applicable law provides including, but not restricted to, the benefit of any *increase in wages and improvements in working conditions, and in no event* shall such military service be construed to deprive the employee of any rights and privileges.

B. In the event that employees make application for return to work from military service, they shall do so in the manner provided by applicable law.

C. A full-time employee who is a member of an organized reserve program or in the National Guard shall be eligible for a two (2) weeks' leave of absence, subject to extension in exceptional cases, without pay. Such leave may be in addition to the employee's regularly scheduled vacation period in order that the employee may participate in the military training *required by such organization. An employee who wishes to use the regular* vacation period for military absence shall be paid in accordance with regular vacation procedure.

D. All notices for any military leave of absence must be submitted in writing to the Employer.

ARTICLE XVI
LEAVE OF ABSENCE

A. Any employee 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 approval of such leave of absence shall not be unreasonably withheld.

B. 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.

C. 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 purposes of progression increases, vacations and all other benefits required to be paid under this Agreement shall not be earned during said leaves.

D. 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 the Welfare Fund, Pension Fund and Legal Services Fund shall be made for a period not to exceed three (3) months while the employee is absent from work.

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

1. The employee does not return to work when the leave of absence expires unless the Employer has agreed to an extension.

2. The employee works elsewhere while on leave without express permission in writing from the Employer to be so employed.

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

ARTICLE XVII
LAUNDRY AND EQUIPMENT

A. 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.

B. Produce aprons will be supplied and laundered by the Employer at no expense to the employee.

ARTICLE XVIII
WELFARE PLAN

A. Full-time Employees

1. The Employer agrees to contribute the sum of $359.40 per month to the UFCW 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 next following the completion of such period.

2. Effective January 1, 2004, monthly contributions to provide such benefits as may be determined by the Trustees shall be $399.40 per month.

3. The Employer shall continue to provide disability coverage for all full-time employees.

4. Effective on January 1, 2005, if necessary to maintain the present level of benefits, the contribution as determined by the Trustees, may be increased to an amount not to exceed an additional monthly contribution of $35.00 per month.

5. Effective on January 1, 2006, if necessary to maintain the present level of benefits, the contribution as determined by the Trustees, may be increased to an amount not to exceed an additional monthly contribution of $35.00 per month.

B. Part-time Employees:

1. The Employer agrees to contribute the sum of $66.03 per month to the UFCW Local 1500 Welfare 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. Part-time employees hired after June 20, 1998 shall have contributions made on their behalf after they have completed six (6) 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 periods.

2. Effective January 1, 2004, monthly contributions to provide such benefits as may be determined by the Trustees shall be $84.53 per month.

3. Effective on January 1, 2005, if necessary to maintain the present level of benefits, the contribution as determined by the Trustees, may be increased to an amount not to exceed an additional monthly contribution of $17.50 per month.

4. Effective on January 1, 2006, if necessary to maintain the present level of benefits, the contribution as determined by the Trustees, may be increased to an amount not to exceed an additional monthly contribution of $17.50 per month.

5. Any maintenance of benefits increases approved by the Trustees for either full or part-time employees are in addition to the above stated rates.

6. The amount of the monthly contributions to the UFCW Local 1500 Welfare Fund and the method of calculation, whereby 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 XIX
PENSION PLAN

A. Full-time Employees

1. The Employer agrees to contribute the sum of $155.00 per month to the UFCW 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 shall begin on the first (1st) day of the month next following the completion of such period.

2. Effective January 1, 2004, monthly contributions to provide such benefits as may be determined by the Trustees shall be $204.60 per month.

B. Part-time Employees

1. The Employer agrees to contribute the sum of $51.67 per month to the UFCW 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.

2. Effective January 1, 2004, monthly contributions to provide such benefits as may be determined by the Trustees shall be $68.19 per month.

C. The parties agree that contributions to the Pension Fund shall be deductible in full for the Employer's taxable year with respect to which the contribution is made. In the event that contributions required by this Article are not deductible, the parties agree that said contributions shall be suspended and the amount suspended shall be contributed to the Welfare Fund as an additional contribution. In the event that contributions required by this Article, which have been suspended, shall again become deductible, such contributions shall resume. The determination as to deductibility shall be based upon the annual actuarial valuation of the Fund.

ARTICLE XX
LEGAL SERVICES PLAN

A. Full-time Employees

1. The Employer agrees to contribute the sum of $2.50 per month to the UFCW Local 1500 Legal Services 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.

2. Effective January 1, 2003, monthly contributions to provide such benefits as may be determined by the Trustees shall be $2.25 per month.

3. Effective July 1, 2003 and July 1, 2004 and July 1, 2005, if necessary to maintain the present level of benefits, the contribution, as determined by the Trustees, may be increased to an amount not to exceed $2.75 per month over the contract term.

B. Part-time Employees

1. The Employer agrees to contribute the sum of $2.50 per month to the UFCW Local 1500 Legal Services Fund on behalf of each regular part-time employee covered by the Agreement who has completed six (6) months of service with the Employer. Contributions shall begin on the first (1st) day of the month following the completion of such period.

2. Effective January 1, 2003, monthly contributions to provide such benefits as may be determined by the Trustees shall be $2.25 per month.

3. Effective July 1, 2003 and July 1, 2004 and July 1, 2005, if necessary to maintain the present level of benefits, the contribution, as determined by the Trustees, may be increased to an amount not to exceed $2.75 per month over the contract term.

ARTICLE XXI
PROVISIONS APPLICABLE TO ALL FUNDS

A. *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 15th to September 15th 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.

B. 1. 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.

2. 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.

3. The Employer agrees that if it is delinquent in the payment of contributions to the Welfare Fund, to the extent that the Trustees have cancelled 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.

4. 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.

5. 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.

6. In the event the Employer fails to make contribution 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.

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

C. 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 an 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 XXII
WAGES

The wage rates, progression scales and across-the-board increases effective during the term of this Agreement are more particularly set forth in Schedule "A", annexed hereto and made a part hereof.

ARTICLE XXIII
WORKWEEK AND HOURS

A. Full-time Employees

1. Forty (40) hours shall constitute the regular workweek for all regular full-time employees covered herein, and it shall consist of five (5) eight (8) hour days.

2. In a week in which a holiday occurs, thirty-two (32) hours in four (4) eight (8) hour days shall constitute the regular workweek for all such employees.

B. Part-time Employees

1. Part-time employees, except those who are available on a limited basis will be scheduled for no less than sixteen (16) hours per week and four (4) hours per day, provided they are available 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. Part-time employees under eighteen (18) years of age may be scheduled to work three and three-quarters (3-3/4) hours per day, inclusive of one (1) fifteen (15) minute break on school days, except Friday and Saturday, and they shall be scheduled for no less than sixteen (16) hours per week when available. Part-time employees under sixteen (16) years of age may be scheduled to work less than four (4) hours per day, but no less than three (3) hours per day on school days in order to comply with the law.

2. In a week in which a holiday occurs, part-time employees, if available, will be scheduled for no less than sixteen (16) hours in addition to the holiday.

3. Regular part-time employees who are temporarily assigned to full-time work at any time throughout the year shall receive their regular part-time rate or the minimum full-time clerk's rate, whichever is higher, from the first (1st) scheduled full week of such assignment.

4. Part-time employees are to receive first preference for all full-time temporary work assignments during the summer months and holiday seasons.

5. Regular part-time employees who are appointed to permanent full-time work shall receive half (1/2) credit for their length of continuous part-time service for the purpose of determining their appropriate full-time wage rate. They shall receive the minimum full-time rate for after thirty (30) days. In addition, they shall receive twenty ($20.00) dollars for each twelve (12) months of part-time service to determine their full-time rate. Thereafter, they shall receive twenty ($20.00) 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 the payroll as of the date of conversion.

C. Working hours shall be consecutive except for a meal period of sixty (60) minutes with flexibility in emergency situations which shall not be abused. Meal periods shall be provided during such hours as the Employer may designate and which shall not count in computing the number of hours worked.

D. All employees are to receive a fifteen (15) minute rest period for each four (4) hours of work, except as provided in Article XXIII, Section B.1. Employees may be required to punch time cards for all rest periods.

ARTICLE XXIV
OVERTIME AND PREMIUM PAY

A. Full-time Employees

1. Full-time employees shall receive overtime pay at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of eight (8) in one day or forty (40) in one week which shall not be pyramided.

2. Full-time employees shall receive premium pay of seventy-five ($.75) cents per hour for each hour worked after 6:00 P.M. and before 8:00 A.M. if the hours so worked are within their regular forty (40) hour workweek, except that full-time employees hired or appointed on or after June 19, 1988 to this shift shall receive premium pay for hours worked after 6:00 P.M. and before 6:00 A.M. Full-time employees hired or reclassified after June 20, 1998 who start at 5:00 A.M. or later shall not receive premium pay.

3. Full-time employees hired after June 22, 1985 to work four (4) or more days per week on any shift starting between 12:00 P.M. and 3:30 P.M. shall receive premium pay of one ($1.00) dollar per day. Full-time employees hired after June 20, 1998 who start at 11:00 A.M. or later shall receive premium pay of one ($1.00) dollar per day from the first (1st) day.

B. Part-time Employees

1. Part-time employees shall receive overtime pay at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of eight (8) in one day.

2. Part-time employees shall receive one and one-half (1-1/2) their regular rate of pay for all hours worked on their sixth (6th) day in a workweek, excluding Sunday, provided that all other scheduled hours on the other five (5) days have been worked.

3. Part-time employees appointed to full-time after June 22, 1985 to work four (4) or more days per week on any shift starting between 12:00 P.M. and 3:30 P.M. shall receive premium pay of one ($1.00) dollar per day. Part-time employees appointed to full-time after June 20, 1998 who start at 11:00 A.M. or later shall receive premium pay of one ($1.00) dollar per day from the first (1st) day.

4. Part-time employees hired before June 23, 2002 who work over wenty-nine (29) regular hours in a week shall receive the difference between their hourly rate of pay and $9.875 per hour for that week. This rate will increase to $10.375 per hour effective June 20, 2004.

5. Part-time employees hired on or after June 23, 2002 who work over wenty-nine (29) regular hours in a week shall receive the difference etween their hourly rate of pay and $9.375 per hour. This rate will increase o $10.375 per hour effective June 20, 2004.

C. Sunday Work

1. All employees shall receive double (2) time their regular rate of pay for work performed on Sunday. Full-time employees hired on or after January 1, 1990 shall receive one and one-half (1-1/2) times their regular rate of pay for work performed on Sunday. Part-time employees hired on or after January 1, 1987 shall receive one and one-half (1-1/2) times their regular rate of pay for work performed on Sunday. Sunday shall not be considered as part of the regular work week.

2. Effective January 1, 1996, full-time or part-time employees who receive double (2) 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. 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. Employees hired or appointed to Department Manager on or after January 1, 1996 shall receive a frozen Sunday premium of no less than eighteen ($18.00) dollars per hour in addition to their regular straight time hourly rate for work performed on Sunday.

3. Full-time employees receiving double (2) time who are reclassified to part-time shall continue to receive double (2) time for work performed on Sunday.

4. Part-time employees receiving time and one-half (1 1/2) who are promoted to full-time shall continue to receive time and one-half (1 1/2) for work performed on Sunday. Part-time employees receiving double (2) time who are promoted to full-time shall continue to receive double (2) time for work performed on Sunday.

5. 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.

6. Employees shall not be required to work on Sunday. If the Employer is unable to staff a department on Sunday, employees shall be required to work in inverse order of seniority.

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

D. Minimum Call-in

1. Any full-time employee, except a night crew employee, who works on Sundays shall be scheduled for four (4) hours' work, provided the employee is available. Any full-time night crew employee who works on Sundays or holidays shall be scheduled for eight (8) hours' work, provided the employee is available, except that such employee may be scheduled to work four (4) hours on Sundays on a shift starting at 5:00 A.M. or later.

2. Full-time night crew employees hired or converted on or after June 23, 2002 shall be scheduled to work a minimum of five (5) hours when scheduled to work on a Sunday.

3. Any part-time employee who works on Sundays or holidays shall be scheduled for four (4) hours' work, provided the employee is available.

E. Part-time Employees who Work over 29 Regular Hours

1. Effective June 23, 2002, present employees who work over twenty-nine (29) regular hours shall receive the difference between their hourly rate of pay and $9.875 per hour for that week. Effective June 20, 2004, this rate will increase to $10.375 per hour.

2. New part-time employees hired on or after June 23, 2002 who work over twenty-nine (29) regular hours shall receive the difference between their rate of pay and $9.375 per hour for that week. Effective June 20, 2004, this rate will increase to $10.375 per hour.

ARTICLE XXV
WORK SCHEDULE

The Employer shall post a work schedule for all employees no later than 3:00 P.M. each Saturday for the following week. If an employee is off on Saturday, then this employee's schedule shall be posted no later than 3:00 P.M. each Friday. Changes may be made in this schedule in an emergency only with due notification to the Union.

ARTICLE XXVI
DISCHARGE

The Employer shall have the right to discharge any employee for just cause who has survived the trial period and has attained the status of a permanent employee. Just cause shall include, but not be limited to, dishonesty, falsification of records, mishandling of the Employer's property or funds, insubordination, abusive language, intoxication, violation of procedures for handling cash and/or receiving merchandise, lateness and absenteeism, which shall be either chronic or such as to interfere with the routine of the Employer's business and schedules.

ARTICLE XXVII
GRIEVANCE PROCEDURE AND ARBITRATION

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:

A. 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.

B. 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.

C. 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 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.

D. 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 XXVIII
NO STRIKES-NO LOCKOUTS

A. There shall be no cessation of work, no strikes, no picketing, no slowdowns, no sitdowns or other interference with the operation of the Employer's business sanctioned by the Union, nor shall the Employer lockout for any cause whatsoever during the term of this Agreement.

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

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

ARTICLE XXIX
SHOP STEWARDS

A. 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.

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

C. 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.

D. 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 (8) hours' pay for the purpose of attending the Union's shop steward seminar.

E. 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 XXX
ACCESS TO STORES AND UNION STORE CARD

A. The Employer agrees to permit an authorized representative 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.

B. The Employer agrees to display the U.F.C.W. Union Store Card, gratis, for the period of this Agreement. The Union Store Card shall remain the property of the Union, and the Employer does hereby agree that the breach or violation of the provisions of this Agreement on its part shall constitute sufficient cause for the removal of the said Union Store Card by the Union.

ARTICLE XXXI
MINORS

The Employer shall not employ minors in violation of the laws of the State of New York or the Federal laws pertaining thereto.

ARTICLE XXXII
LIE DETECTOR TESTS

No employee who has completed the probationary period shall be required by the Employer to take a lie detector test.

ARTICLE XXXIII
INDUSTRY EXPERIENCE

Newly hired employees shall be given credit for a minimum of one (1) year's prior experience in the supermarket industry for the purpose of establishing the employees' wage rates only provided that the experience was earned within the preceding twelve (12) months and declared on the employment application.

ARTICLE XXXIV
RECLASSIFICATION

A. 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 thirty (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 (6) months of part-time service. In no event can they exceed the top maximum applicable rate for part-time clerks on the payroll as of the date of conversion.

B. A full-time employee who is reclassified to part-time shall receive payment for earned and unused full-time vacation. The employee shall receive, after one (1) year, part-time vacation benefits based upon the employee's total length of service.

C. A full-time employee who is reclassified to part-time shall receive part-time sick leave pro rated for the balance of that sick leave year, based upon the employee's total length of service. Thereafter, the employee shall receive part-time sick leave based upon the employee's total length of service.

D. A full-time employee who is reclassified to part-time shall receive payment for earned and unused personal holidays.

E. Upon the reclassification of a full-time employee to part-time, the Employer shall make part-time contributions on behalf of the employee to the Welfare, Pension and Legal Funds, beginning the first (1st) day of the month following such reclassification.

ARTICLE XXXV
TECHNOLOGY

The Employer reserves the right to introduce new technology. The Employer will meet and discuss with the Union the impact of this technology on the workforce.

ARTICLE XXXVI
INDIVIDUAL AGREEMENTS

The Employer shall not enter into individual agreements with employees covered by this Agreement which conflict with this Agreement, nor shall the Employer accept or require security of any sort from any employee except as may be otherwise set forth in this Agreement or consented to by the Union.

ARTICLE XXXVII
SAVINGS CLAUSE

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 act, 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 XXXVIII
SUCCESSORS AND ASSIGNS

This Agreement shall bind and inure to the benefit of the Employer, its successors and assigns, and to the Union, their successors and assigns, and shall include all bargaining unit stores now owned, operated, conducted or maintained by the Employer, its successors, assigns or agents.

ARTICLE XXXIX
TERM OF AGREEMENT

The parties agree to be bound by the terms and conditions of this Agreement to and including June 24, 2006 at which time this Agreement shall be automatically renewed from year to year thereafter unless at least ninety (90) days prior to said date, or any annual date of expiration thereafter, written notice by registered mail is given by either party to the other of a desire to revise or to terminate this Agreement.

PATHMARK STORES, INC.	LOCAL 1500, U.F.C.W., AFL-CIO
BY Hal R Crane	BY Frank Meehan
Hal R. Crane Vice President - Labor Relations	Frank Meehan President

SCHEDULE "A"
WAGES

A. DEPARTMENT MANAGERS

1. Dept. Managers, Produce, Dairy, Non Foods, Grocery, Customer Service Manager and Night Crew Chiefs

   Across-the-Board weekly wage increases

EFFECTIVE:

6/23/02	6/22/03	12/21/03	6/20/04	12/19/04	6/19/05	12/18/05
$30.00	$15.00	$15.00	$15.00	$10.00	$15.00	$15.00

2. All Department Managers hired or appointed on or before June 22, 2002 shall receive an increase in the amount necessary to bring their rate to $1015.00 per week, effective May 21, 2006.

3. Minimum weekly wage rates for Department Managers and Night Crew Chiefs hired or appointed on or after June 23, 2002:

EFFECTIVE:

6/23/02	6/22/03	12/21/03	6/20/04	12/19/04	6/19/05	12/18/05	5/21/06
$885.00	$900.00	$915.00	$930.00	$940.00	$955.00	$970.00	$980.00

B. RELIEF DEPARTMENT MANAGERS:

1. Present full-time employees that have relieved in the past will receive the difference between their weekly rate of pay and $865.00 per week. If *employees that relieve make at or above $865.00 per week they shall receive a* premium of $10.00 per week.

2. New full-time employees and those present full-time employees that have never relieved before will receive the difference between their weekly rate of pay and $775.00 per week, effective 6/20/04 this rate will increase to $825.00 per week. If employees that relieve make at or above these rates they shall receive a premium of $10.00 per week.

3. Part-time employees who never relieved a Department Manager prior to June 20, 1998 shall receive a minimum rate of $650.00 per week for five (5) days, forty (40) hours, for each week of relief.

C. PREMIUMS

The following premiums shall be included in regular wages for the purpose of determining overtime rates:

1. Full-time Frozen Food First Clerk
One (1) employee per store appointed Frozen Food First Clerk shall receive a premium of $25.00 per week.

2. Full-time Head Bookkeeper
One (1) employee per store appointed Head Bookkeeper shall receive a premium of $15.00 per week.

3. Part-time Bookkeeper
One (1) employee per store appointed Bookkeeper shall receive a premium of $.25 per hour.

4. *Full-time Horticulture Clerk*
One (1) employee per store appointed Horticulture Clerk shall receive a premium of $5.00 per week.

5. Full-time Price Integrity Coordinator
One (1) employee per store appointed Price Integrity Coordinator shall receive a premium of $10.00 per week.

D. NIGHT CREW:

Full-time night crew clerks and chiefs shall receive ten (10%) percent per week above their regular applicable progression scale or wage, except that such employees hired or appointed on or after June 19, 1988 shall receive no more than fifty ($50.00) dollars per week. 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. A Saturday Night Crew employee who is scheduled to work eight (8) hours into Sunday may voluntarily work for a period of four (4) hours. In order to do this, the employee must sign a waiver of his right to work the eight (8) hours indicating that he is voluntarily working the four (4) hours and will only be paid for the four (4) hours worked.

E. WEEKLY ACROSS-THE-BOARD INCREASES AND WAGE PROGRESSIONS FOR FULL-TIME CLERKS ON THE PAYROLL JUNE 22, 2002:

1. Wage Increases
Full-time Clerks

EFFECTIVE:

6/23/02	12/22/02	6/22/03	12/21/03	6/20/04	12/19/04	6/19/05	12/18/05	5/21/06
$30		$15	$10	$15	$10	$15	$10	

2. Wage Progressions

Present	6/23/02	12/22/02	6/22/03	12/21/03	6/20/04	12/19/04	6/19/05	12/18/05	5/21/06
$820	$850		$865	$875	$890	$900	$915	$925	
$815	$845		$860	$870	$885	$895	$910	$920	$925
$810	$840		$855	$865	$880	$890	$905	$915	$925
$805	$835		$850	$860	$875	$885	$900	$910	$925
$800	$830		$845	$855	$870	$880	$895	$905	$925
$795	$825		$840	$850	$865	$875	$890	$900	$925
$790	$820		$835	$845	$860	$870	$885	$895	$900
$785	$815		$830	$840	$855	$865	$880	$890	$900
$780	$810		$825	$835	$850	$860	$875	$885	$900
$775	$805		$820	$830	$845	$855	$870	$880	$900
$770	$800		$815	$825	$840	$850	$865	$875	$880
$765	$795		$810	$820	$835	$845	$860	$870	$880
$760	$790		$805	$815	$830	$840	$855	$865	$880
$755	$785		$800	$810	$825	$835	$850	$860	$880
$750	$780		$795	$805	$820	$830	$845	$855	$880
$745	$775		$790	$800	$815	$825	$840	$850	$860
$740	$770		$785	$795	$810	$820	$835	$845	$860
$735	$765		$780	$790	$805	$815	$830	$840	$860
$730	$760		$775	$785	$800	$810	$825	$835	$860
$725	$755		$770	$780	$795	$805	$820	$830	$860
$720	$750		$765	$775	$790	$800	$815	$825	$840
$715	$745		$760	$770	$785	$795	$810	$820	$840
$710	$740		$755	$765	$780	$790	$805	$815	$840
$705	$735		$750	$760	$775	$785	$800	$810	$840
$700	$730		$745	$755	$770	$780	$795	$805	$840
$695	$725		$740	$750	$765	$775	$790	$800	$820
$690	$720		$735	$745	$760	$770	$785	$795	$820
$685	$715		$730	$740	$755	$765	$780	$790	$820
$680	$710		$725	$735	$750	$760	$775	$785	$820
$675	$705		$720	$730	$745	$755	$770	$780	$820
$670	$700		$715	$725	$740	$750	$765	$775	$800
$665	$695		$710	$720	$735	$745	$760	$770	$800
$660	$690		$705	$715	$730	$740	$755	$765	$800
$655	$685		$700	$710	$725	$735	$750	$760	$800
$650	$680		$695	$705	$720	$730	$745	$755	$800
$645	$675		$690	$700	$715	$725	$740	$750	$775
$640	$670		$685	$695	$710	$720	$735	$745	$775
$635	$665		$680	$690	$705	$715	$730	$740	$775
$630	$660		$675	$685	$700	$710	$725	$735	$775
$625	$655		$670	$680	$695	$705	$720	$730	$775

Present	6/23/02	12/22/02	6/22/03	12/21/03	6/20/04	12/19/04	6/19/05	12/18/05	6/21/06
$620	$650		$665	$675	$690	$700	$715	$725	$750
$615	$645		$660	$670	$685	$695	$710	$720	$750
$610	$640		$655	$665	$680	$690	$705	$715	$750
$605	$635		$650	$660	$675	$685	$700	$710	$750
$600	$630		$645	$655	$670	$680	$695	$705	$750
$595	$625		$640	$650	$665	$675	$690	$700	$725
$590	$620		$635	$645	$660	$670	$685	$695	$725
$585	$615		$630	$640	$655	$665	$680	$690	$725
$580	$610		$625	$635	$650	$660	$675	$685	$725
$575	$605		$620	$630	$645	$655	$670	$680	$725
$570	$600		$615	$625	$640	$650	$665	$675	$700
$565	$595		$610	$620	$635	$645	$660	$670	$700
$560	$590		$605	$615	$630	$640	$655	$665	$700
$555	$585		$600	$610	$625	$635	$650	$660	$700
$550	$580		$595	$605	$620	$630	$645	$655	$700
$545	$575		$590	$600	$615	$625	$640	$650	$675
$540	$570		$585	$595	$610	$620	$635	$645	$675
$535	$565		$580	$590	$605	$615	$630	$640	$675
$530	$560		$575	$585	$600	$610	$625	$635	$675
$525	$555		$570	$580	$595	$605	$620	$630	$675
$520	$550		$565	$575	$590	$600	$615	$625	$650
$515	$545		$560	$570	$585	$595	$610	$620	$650
$510	$540		$555	$565	$580	$590	$605	$615	$650
$505	$535		$550	$560	$575	$585	$600	$610	$650
$500	$530		$545	$555	$570	$580	$595	$605	$650
$495	$525		$540	$550	$565	$575	$590	$600	$625
$490	$520		$535	$545	$560	$570	$585	$595	$625
$485	$515		$530	$540	$555	$565	$580	$590	$625
$480	$510		$525	$535	$550	$560	$575	$585	$625
$475	$505		$520	$530	$545	$555	$570	$580	$625
$470	$500		$515	$525	$540	$550	$565	$575	$600
$465	$495		$510	$520	$535	$545	$560	$570	$600
$460	$490		$505	$515	$530	$540	$555	$565	$600
$455	$485		$500	$510	$525	$535	$550	$560	$600
$450	$480		$495	$505	$520	$530	$545	$555	$600
$445	$475		$490	$500	$515	$525	$540	$550	$575
$440	$470		$485	$495	$510	$520	$535	$545	$575
$435	$465		$480	$490	$505	$515	$530	$540	$575
$430	$460		$475	$485	$500	$510	$525	$540	$575
$425	$455		$470	$480	$495	$505	$520	$540	$575
$420	$450		$465	$475	$490	$500	$520	$540	$550
$415	$445		$460	$470	$485	$500	$520	$540	$550
$410	$440		$455	$465	$480	$500	$520	$540	$550
$405	$435		$450	$460	$480	$500	$520	$540	$550
$400	$430		$445	$460	$480	$500	$520	$540	$550
$395	$425		$440	$460	$480	$500	$520	$540	$550
$390	$420		$440	$460	$480	$500	$520	$540	$550
$385	$415	$420	$440	$460	$480	$500	$520	$540	$550
$380	$410	$420	$440	$460	$480	$500	$520	$540	$550
$375	$405	$420	$440	$460	$480	$500	$520	$540	$550

E. HOURLY ACROSS-THE-BOARD INCREASES AND WAGE PROGRESSIONS FOR PART-TIME CLERKS

1. Wage Increases

Part-time Clerks

EFFECTIVE:

6/23/02	12/22/02	6/22/03	12/21/03	6/20/04	12/19/04	6/19/05	12/18/05	5/21/06
$.50		$.25	$0.15	$0.25	$0.15	$0.25	$0.25	

2. Wage Progressions

Present	6/23/02	12/22/02	6/22/03	12/21/03	6/20/04	12/19/04	6/19/05	12/18/05	5/21/06
$13.85	$14.35		$14.60	$14.75	$15.00	$15.15	$15.40	$15.65	
$13.80	$14.30		$14.55	$14.70	$14.95	$15.10	$15.35	$15.60	$15.65
$13.75	$14.25		$14.50	$14.65	$14.90	$15.05	$15.30	$15.55	$15.65
$13.70	$14.20		$14.45	$14.60	$14.85	$15.00	$15.25	$15.50	$15.65
$13.65	$14.15		$14.40	$14.55	$14.80	$14.95	$15.20	$15.45	$15.65
$13.60	$14.10		$14.35	$14.50	$14.75	$14.90	$15.15	$15.40	$15.65
$13.55	$14.05		$14.30	$14.45	$14.70	$14.85	$15.10	$15.35	$15.65
$13.50	$14.00		$14.25	$14.40	$14.65	$14.80	$15.05	$15.30	$15.50
$13.45	$13.95		$14.20	$14.35	$14.60	$14.75	$15.00	$15.25	$15.50
$13.40	$13.90		$14.15	$14.30	$14.55	$14.70	$14.95	$15.20	$15.50
$13.35	$13.85		$14.10	$14.25	$14.50	$14.65	$14.90	$15.15	$15.50
$13.30	$13.80		$14.05	$14.20	$14.45	$14.60	$14.85	$15.10	$15.50
$13.25	$13.75		$14.00	$14.15	$14.40	$14.55	$14.80	$15.05	$15.25
$13.20	$13.70		$13.95	$14.10	$14.35	$14.50	$14.75	$15.00	$15.25
$13.15	$13.65		$13.90	$14.05	$14.30	$14.45	$14.70	$14.95	$15.25
$13.10	$13.60		$13.85	$14.00	$14.25	$14.40	$14.65	$14.90	$15.25
$13.05	$13.55		$13.80	$13.95	$14.20	$14.35	$14.60	$14.85	$15.25
$13.00	$13.50		$13.75	$13.90	$14.15	$14.30	$14.55	$14.80	$15.00
$12.95	$13.45		$13.70	$13.85	$14.10	$14.25	$14.50	$14.75	$15.00
$12.90	$13.40		$13.65	$13.80	$14.05	$14.20	$14.45	$14.70	$15.00
$12.85	$13.35		$13.60	$13.75	$14.00	$14.15	$14.40	$14.65	$15.00
$12.80	$13.30		$13.55	$13.70	$13.95	$14.10	$14.35	$14.60	$15.00
$12.75	$13.25		$13.50	$13.65	$13.90	$14.05	$14.30	$14.55	$14.75
$12.70	$13.20		$13.45	$13.60	$13.85	$14.00	$14.25	$14.50	$14.75
$12.65	$13.15		$13.40	$13.55	$13.80	$13.95	$14.20	$14.45	$14.75
$12.60	$13.10		$13.35	$13.50	$13.75	$13.90	$14.15	$14.40	$14.75
$12.55	$13.05		$13.30	$13.45	$13.70	$13.85	$14.10	$14.35	$14.75
$12.50	$13.00		$13.25	$13.40	$13.65	$13.80	$14.05	$14.30	$14.50
$12.45	$12.95		$13.20	$13.35	$13.60	$13.75	$14.00	$14.25	$14.50
$12.40	$12.90		$13.15	$13.30	$13.55	$13.70	$13.95	$14.20	$14.50
$12.35	$12.85		$13.10	$13.25	$13.50	$13.65	$13.90	$14.15	$14.50
$12.30	$12.80		$13.05	$13.20	$13.45	$13.60	$13.85	$14.10	$14.50
$12.25	$12.75		$13.00	$13.15	$13.40	$13.55	$13.80	$14.05	$14.25
$12.20	$12.70		$12.95	$13.10	$13.35	$13.50	$13.75	$14.00	$14.25
$12.15	$12.65		$12.90	$13.05	$13.30	$13.45	$13.70	$13.95	$14.25
$12.10	$12.60		$12.85	$13.00	$13.25	$13.40	$13.65	$13.90	$14.25
$12.05	$12.55		$12.80	$12.95	$13.20	$13.35	$13.60	$13.85	$14.25
$12.00	$12.50		$12.75	$12.90	$13.15	$13.30	$13.55	$13.80	$14.00
$11.95	$12.45		$12.70	$12.85	$13.10	$13.25	$13.50	$13.75	$14.00
$11.90	$12.40		$12.65	$12.80	$13.05	$13.20	$13.45	$13.70	$14.00
$11.85	$12.35		$12.60	$12.75	$13.00	$13.15	$13.40	$13.65	$14.00
$11.80	$12.30		$12.55	$12.70	$12.95	$13.10	$13.35	$13.60	$14.00
$11.75	$12.25		$12.50	$12.65	$12.90	$13.05	$13.30	$13.55	$13.75
$11.70	$12.20		$12.45	$12.60	$12.85	$13.00	$13.25	$13.50	$13.75
$11.65	$12.15		$12.40	$12.55	$12.80	$12.95	$13.20	$13.45	$13.75
$11.60	$12.10		$12.35	$12.50	$12.75	$12.90	$13.15	$13.40	$13.75
$11.55	$12.05		$12.30	$12.45	$12.70	$12.85	$13.10	$13.35	$13.75
$11.50	$12.00		$12.25	$12.40	$12.65	$12.80	$13.05	$13.30	$13.50
$11.45	$11.95		$12.20	$12.35	$12.60	$12.75	$13.00	$13.25	$13.50
$11.40	$11.90		$12.15	$12.30	$12.55	$12.70	$12.95	$13.20	$13.50
$11.35	$11.85		$12.10	$12.25	$12.50	$12.65	$12.90	$13.15	$13.50
$11.30	$11.80		$12.05	$12.20	$12.45	$12.60	$12.85	$13.10	$13.50
$11.25	$11.75		$12.00	$12.15	$12.40	$12.55	$12.80	$13.05	$13.25
$11.20	$11.70		$11.95	$12.10	$12.35	$12.50	$12.75	$13.00	$13.25
$11.15	$11.65		$11.90	$12.05	$12.30	$12.45	$12.70	$12.95	$13.25
$11.10	$11.60		$11.85	$12.00	$12.25	$12.40	$12.65	$12.90	$13.25
$11.05	$11.55		$11.80	$11.95	$12.20	$12.35	$12.60	$12.85	$13.25
$11.00	$11.50		$11.75	$11.90	$12.15	$12.30	$12.55	$12.80	$13.00

Present	6/23/02	12/22/02	6/22/03	12/21/03	6/20/04	12/19/04	6/19/05	12/18/05	5/21/06
$10.95	$11.45		$11.70	$11.85	$12.10	$12.25	$12.50	$12.75	$13.00
$10.90	$11.40		$11.65	$11.80	$12.05	$12.20	$12.45	$12.70	$13.00
$10.85	$11.35		$11.60	$11.75	$12.00	$12.15	$12.40	$12.65	$13.00
$10.80	$11.30		$11.55	$11.70	$11.95	$12.10	$12.35	$12.60	$13.00
$10.75	$11.25		$11.50	$11.65	$11.90	$12.05	$12.30	$12.55	$12.75
$10.70	$11.20		$11.45	$11.60	$11.85	$12.00	$12.25	$12.50	$12.75
$10.65	$11.15		$11.40	$11.55	$11.80	$11.95	$12.20	$12.45	$12.75
$10.60	$11.10		$11.35	$11.50	$11.75	$11.90	$12.15	$12.40	$12.75
$10.55	$11.05		$11.30	$11.45	$11.70	$11.85	$12.10	$12.35	$12.75
$10.50	$11.00		$11.25	$11.40	$11.65	$11.80	$12.05	$12.30	$12.50
$10.45	$10.95		$11.20	$11.35	$11.60	$11.75	$12.00	$12.25	$12.50
$10.40	$10.90		$11.15	$11.30	$11.55	$11.70	$11.95	$12.20	$12.50
$10.35	$10.85		$11.10	$11.25	$11.50	$11.65	$11.90	$12.15	$12.50
$10.30	$10.80		$11.05	$11.20	$11.45	$11.60	$11.85	$12.10	$12.50
$10.25	$10.75		$11.00	$11.15	$11.40	$11.55	$11.80	$12.05	$12.25
$10.20	$10.70		$10.95	$11.10	$11.35	$11.50	$11.75	$12.00	$12.25
$10.15	$10.65		$10.90	$11.05	$11.30	$11.45	$11.70	$11.95	$12.25
$10.10	$10.60		$10.85	$11.00	$11.25	$11.40	$11.65	$11.90	$12.25
$10.05	$10.55		$10.80	$10.95	$11.20	$11.35	$11.60	$11.85	$12.25
$10.00	$10.50		$10.75	$10.90	$11.15	$11.30	$11.55	$11.80	$12.00
$9.95	$10.45		$10.70	$10.85	$11.10	$11.25	$11.50	$11.75	$12.00
$9.90	$10.40		$10.65	$10.80	$11.05	$11.20	$11.45	$11.70	$12.00
$9.85	$10.35		$10.60	$10.75	$11.00	$11.15	$11.40	$11.65	$12.00
$9.80	$10.30		$10.55	$10.70	$10.95	$11.10	$11.35	$11.60	$12.00
$9.75	$10.25		$10.50	$10.65	$10.90	$11.05	$11.30	$11.55	$11.75
$9.70	$10.20		$10.45	$10.60	$10.85	$11.00	$11.25	$11.50	$11.75
$9.65	$10.15		$10.40	$10.55	$10.80	$10.95	$11.20	$11.45	$11.75
$9.60	$10.10		$10.35	$10.50	$10.75	$10.90	$11.15	$11.40	$11.75
$9.55	$10.05		$10.30	$10.45	$10.70	$10.85	$11.10	$11.35	$11.75
$9.50	$10.00		$10.25	$10.40	$10.65	$10.80	$11.05	$11.30	$11.50
$9.45	$9.95		$10.20	$10.35	$10.60	$10.75	$11.00	$11.25	$11.50
$9.40	$9.90		$10.15	$10.30	$10.55	$10.70	$10.95	$11.20	$11.50
$9.35	$9.85		$10.10	$10.25	$10.50	$10.65	$10.90	$11.15	$11.50
$9.30	$9.80		$10.05	$10.20	$10.45	$10.60	$10.85	$11.10	$11.50
$9.25	$9.75		$10.00	$10.15	$10.40	$10.55	$10.80	$11.05	$11.25
$9.20	$9.70		$9.95	$10.10	$10.35	$10.50	$10.75	$11.00	$11.25
$9.15	$9.65		$9.90	$10.05	$10.30	$10.45	$10.70	$10.95	$11.25
$9.10	$9.60		$9.85	$10.00	$10.25	$10.40	$10.65	$10.90	$11.25
$9.05	$9.55		$9.80	$9.95	$10.20	$10.35	$10.60	$10.85	$11.25
$9.00	$9.50		$9.75	$9.90	$10.15	$10.30	$10.55	$10.80	$11.00
$8.95	$9.45		$9.70	$9.85	$10.10	$10.25	$10.50	$10.75	$11.00
$8.90	$9.40		$9.65	$9.80	$10.05	$10.20	$10.45	$10.70	$11.00
$8.85	$9.35		$9.60	$9.75	$10.00	$10.15	$10.40	$10.65	$11.00
$8.80	$9.30		$9.55	$9.70	$9.95	$10.10	$10.35	$10.60	$11.00
$8.75	$9.25		$9.50	$9.65	$9.90	$10.05	$10.30	$10.55	$10.75
$8.70	$9.20		$9.45	$9.60	$9.85	$10.00	$10.25	$10.50	$10.75
$8.65	$9.15		$9.40	$9.55	$9.80	$9.95	$10.20	$10.45	$10.75
$8.60	$9.10		$9.35	$9.50	$9.75	$9.90	$10.15	$10.40	$10.75
$8.55	$9.05		$9.30	$9.45	$9.70	$9.85	$10.10	$10.35	$10.75
$8.50	$9.00		$9.25	$9.40	$9.65	$9.80	$10.05	$10.30	$10.50
$8.45	$8.95		$9.20	$9.35	$9.60	$9.75	$10.00	$10.25	$10.50
$8.40	$8.90		$9.15	$9.30	$9.55	$9.70	$9.95	$10.20	$10.50
$8.35	$8.85		$9.10	$9.25	$9.50	$9.65	$9.90	$10.15	$10.50
$8.30	$8.80		$9.05	$9.20	$9.45	$9.60	$9.85	$10.10	$10.50
$8.25	$8.75		$9.00	$9.15	$9.40	$9.55	$9.80	$10.05	$10.25
$8.20	$8.70		$8.95	$9.10	$9.35	$9.50	$9.75	$10.00	$10.25
$8.15	$8.65		$8.90	$9.05	$9.30	$9.45	$9.70	$9.95	$10.25
$8.10	$8.60		$8.85	$9.00	$9.25	$9.40	$9.65	$9.90	$10.25
$8.05	$8.55		$8.80	$8.95	$9.20	$9.35	$9.60	$9.85	$10.25
$8.00	$8.50		$8.75	$8.90	$9.15	$9.30	$9.55	$9.80	$10.00
$7.95	$8.45		$8.70	$8.85	$9.10	$9.25	$9.50	$9.75	$10.00
$7.90	$8.40		$8.65	$8.80	$9.05	$9.20	$9.45	$9.70	$10.00
$7.85	$8.35		$8.60	$8.75	$9.00	$9.15	$9.40	$9.65	$10.00
$7.80	$8.30		$8.55	$8.70	$8.95	$9.10	$9.35	$9.60	$10.00
$7.75	$8.25		$8.50	$8.65	$8.90	$9.05	$9.30	$9.55	$9.75
$7.70	$8.20		$8.45	$8.60	$8.85	$9.00	$9.25	$9.50	$9.75
$7.65	$8.15		$8.40	$8.55	$8.80	$8.95	$9.20	$9.45	$9.75
$7.60	$8.10		$8.35	$8.50	$8.75	$8.90	$9.15	$9.40	$9.75
$7.55	$8.05		$8.30	$8.45	$8.70	$8.85	$9.10	$9.35	$9.75

Present	6/23/02	12/22/02	6/22/03	12/21/03	6/20/04	12/19/04	6/19/05	12/18/05	5/21/06
$7.50	$8.00		$8.25	$8.40	$8.65	$8.80	$9.05	$9.30	$9.50
$7.45	$7.95		$8.20	$8.35	$8.60	$8.75	$9.00	$9.25	$9.50
$7.40	$7.90		$8.15	$8.30	$8.55	$8.70	$8.95	$9.20	$9.50
$7.35	$7.85		$8.10	$8.25	$8.50	$8.65	$8.90	$9.15	$9.50
$7.30	$7.80		$8.05	$8.20	$8.45	$8.60	$8.85	$9.10	$9.50
$7.25	$7.75		$8.00	$8.15	$8.40	$8.55	$8.80	$9.05	$9.25
$7.20	$7.70		$7.95	$8.10	$8.35	$8.50	$8.75	$9.00	$9.25
$7.15	$7.65		$7.90	$8.05	$8.30	$8.45	$8.70	$8.95	$9.25
$7.10	$7.60		$7.85	$8.00	$8.25	$8.40	$8.65	$8.90	$9.25
$7.05	$7.55		$7.80	$7.95	$8.20	$8.35	$8.60	$8.85	$9.25
$7.00	$7.50		$7.75	$7.90	$8.15	$8.30	$8.55	$8.80	$9.00
$6.95	$7.45		$7.70	$7.85	$8.10	$8.25	$8.50	$8.75	$9.00
$6.90	$7.40		$7.65	$7.80	$8.05	$8.20	$8.45	$8.70	$9.00
$6.85	$7.35		$7.60	$7.75	$8.00	$8.15	$8.40	$8.65	$9.00
$6.80	$7.30		$7.55	$7.70	$7.95	$8.10	$8.35	$8.60	$9.00
$6.75	$7.25		$7.50	$7.65	$7.90	$8.05	$8.30	$8.55	$8.75
$6.70	$7.20		$7.45	$7.60	$7.85	$8.00	$8.25	$8.50	$8.75
$6.65	$7.15		$7.40	$7.55	$7.80	$7.95	$8.20	$8.45	$8.75
$6.60	$7.10		$7.35	$7.50	$7.75	$7.90	$8.15	$8.40	$8.75
$6.55	$7.05		$7.30	$7.45	$7.70	$7.85	$8.10	$8.35	$8.75
$6.50	$7.00		$7.25	$7.40	$7.65	$7.80	$8.05	$8.30	$8.50
$6.45	$6.95		$7.20	$7.35	$7.60	$7.75	$8.00	$8.25	$8.50
$6.40	$6.90		$7.15	$7.30	$7.55	$7.70	$7.95	$8.20	$8.50
$6.35	$6.85		$7.10	$7.25	$7.50	$7.65	$7.90	$8.15	$8.50
$6.30	$6.80		$7.05	$7.20	$7.45	$7.65	$7.90	$8.15	$8.50
$6.25	$6.75		$7.00	$7.15	$7.40	$7.65	$7.90	$8.15	$8.50
$6.20	$6.70	$6.75	$7.00	$7.15	$7.40	$7.65	$7.90	$8.15	$8.50
$6.15	$6.65	$6.75	$7.00	$7.15	$7.40	$7.65	$7.90	$8.15	$8.50
$6.10	$6.60	$6.75	$7.00	$7.15	$7.40	$7.65	$7.90	$8.15	$8.50
$6.05	$6.55	$6.75	$7.00	$7.15	$7.40	$7.65	$7.90	$8.15	$8.50
$6.00 OR LESS	$6.50	$6.75	$7.00	$7.15	$7.40	$7.65	$7.90	$8.15	$8.50

G. WEEKLY ACROSS-THE-BOARD INCREASES AND WAGE PROGRESSIONS FOR FULL-TIME PORTERS ON THE PAYROLL JUNE 22, 2002:

1. Wage Increases

Full-time Porters

EFFECTIVE:

6/23/02	12/22/02	6/22/03	12/21/03	6/20/04	12/19/04	6/19/05	12/18/05	5/21/06
$20	$15	$10	$10	$10	$10	$10	$10	

2. Wage Progressions

EFFECTIVE:

Present	6/23/02	12/22/02	6/22/03	12/21/03	6/20/04	12/19/04	6/19/05	12/18/05	5/21/06
$600	$620	$635	$645	$655	$665	$675	$685	$695	
$595	$615	$630	$640	$650	$660	$670	$680	$690	$695
$590	$610	$625	$635	$645	$655	$665	$675	$685	$695
$585	$605	$620	$630	$640	$650	$660	$670	$680	$695
$580	$600	$615	$625	$635	$645	$655	$665	$675	$695
$575	$595	$610	$620	$630	$640	$650	$660	$670	$675
$570	$590	$605	$615	$625	$635	$645	$655	$665	$675
$565	$585	$600	$610	$620	$630	$640	$650	$660	$675
$560	$580	$595	$605	$615	$625	$635	$645	$655	$675
$555	$575	$590	$600	$610	$620	$630	$640	$650	$675
$550	$570	$585	$595	$605	$615	$625	$635	$645	$650
$545	$565	$580	$590	$600	$610	$620	$630	$640	$650
$540	$560	$575	$585	$595	$605	$615	$625	$635	$650
$535	$555	$570	$580	$590	$600	$610	$620	$630	$650
$530	$550	$565	$575	$585	$595	$605	$615	$625	$650
$525	$545	$560	$570	$580	$590	$600	$610	$620	$625
$520	$540	$555	$565	$575	$585	$595	$605	$615	$625
$515	$535	$550	$560	$570	$580	$590	$600	$610	$625
$510	$530	$545	$555	$565	$575	$585	$595	$605	$625

Present	6/23/02	12/22/02	6/22/03	12/21/03	6/20/04	12/19/04	6/19/05	12/18/05	5/21/06
$505	$525	$540	$550	$560	$570	$580	$590	$600	$625
$500	$520	$535	$545	$555	$565	$575	$585	$595	$600
$495	$515	$530	$540	$550	$560	$570	$580	$590	$600
$490	$510	$525	$535	$545	$555	$565	$575	$585	$600
$485	$505	$520	$530	$540	$550	$560	$570	$580	$600
$480	$500	$515	$525	$535	$545	$555	$565	$575	$600
$475	$495	$510	$520	$530	$540	$550	$560	$570	$575
$470	$490	$505	$515	$525	$535	$545	$555	$565	$575
$465	$485	$500	$510	$520	$530	$540	$550	$560	$575
$460	$480	$495	$505	$515	$525	$535	$545	$555	$575
$455	$475	$490	$500	$510	$520	$530	$540	$550	$575
$450	$470	$485	$495	$505	$515	$525	$535	$545	$550
$445	$465	$480	$490	$500	$510	$520	$530	$540	$550
$440	$460	$475	$485	$495	$505	$515	$525	$535	$550
$435	$455	$470	$480	$490	$500	$510	$520	$530	$550
$430	$450	$465	$475	$485	$495	$505	$515	$525	$550
$425 OR LESS	$445	$460	$470	$480	$490	$500	$510	$520	$550

New Hire FullTime Porter Starting Rate:

6/23/02	6/20/04
$345	$365

H. WEEKLY WAGE PROGRESSIONS FOR FULL-TIME CLERKS HIRED ON OR AFTER JUNE 23, 2002:

EFFECTIVE:

	6/23/02	6/20/04
After 30 days	$395.00	$415.00

Thereafter, these employees shall receive an increase of an additional twenty ($20.00) dollars per week after the completion of each six (6) months of employment from the date of hire.

1. Full-time clerks hired or appointed on or after June 23, 2002 shall not receive the general across-the-board increases. However, all employees who reache the top of the progression scale during the term of the Agreement as a result of having been hired above the minimum shall be eligible to receive the across-the-board increases on June 22, 2003, December 21, 2003, June 20, 2004, December 19, 2004, June 19, 2005 and December 18, 2005, if applicable, provided that in no event shall such employee exceed the top clerks' rate of pay.

2. All new full-time clerks hired at or above the minimum thirty (30) day rate, in any event, shall receive a minimum wage increase of ten ($ 10.00) dollars after thirty (30) days' employment and, thereafter, an additional twenty ($20.00) dollars per week after the completion of each six (6) months of employment from the date of hire, provided that in no event shall such employee exceed the top clerks' rate of pay.

I. HOURLY WAGE PROGRESSIONS FOR PART-TIME CLERKS AND PORTERS HIRED ON OR AFTER JUNE 23, 2002:

EFFECTIVE:

	6/23/02	6/22/03	6/20/04
After 30 days	$6.25	$6.50	$6.75

Thereafter, these employees shall receive an increase of an additional twenty-five ($.25) cents per hour after the completion of each six (6) months of employment from the date of hire.

1. Part-time Clerks and Porters hired on or after June 23, 2002 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 shall be eligible to receive the across-the-board increases on June 22, 2003, December 21, 2003, June 20, 2004, December 19, 2004, June 19, 2005 and December 18, 2005, if applicable, provided that in no event shall such employee exceed the top clerks' rate of pay.

2. All new part-time Clerks and Porters hired at or above the minimum thirty (30) day rate, in any event, shall receive a minimum wage increase of twenty-five ($.25) cents per hour after thirty (30) days' employment and, thereafter, an additional twenty-five ($.25) cents per hour after the completion of each six (6) months of employment from the date of hire, provided that in no event shall such employee exceed the top clerks' rate of pay.

J. COURTESY CLERK CLASSIFICATION IN STORES WITH MINIMUM WEEKLY VOLUME OF 300,000

2. Effective June 23, 2002, a new Courtesy Clerk classification and progression will be as follows:

	EFFECTIVE:		
After 30 days	6/23/02	6/22/03	6/20/04
	$5.75	$5.90	$6.05

Thereafter, these Courtesy Clerks shall receive fifteen ($.15) cent increases every six (6) months. Their duties shall include bagging, collecting shopping carts, cleaning, sweeping the store, packing out bags, magazines, candy and soda on check stands and all items for display by the check stands and putting away overstocks or throwbacks.

K. WEEKLY WAGE PROGRESSIONS FOR FULL-TIME PORTERS HIRED ON OR AFTER JUNE 23, 2002:

	EFFECTIVE:	
After 30 days	6/23/02	6/20/04
	$345.00	$365.00

Thereafter, these employees shall receive an increase of an additional fifteen ($15.00) dollars per week after the completion of each six (6) months of employment from the date of hire.

1. Full-time Porters hired or appointed on or after June 23, 2002 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 shall be eligible to receive the across-the-board increases on December 22, 2002, June 22, 2003, December 21, 2003, June 20, 2004, December 19, 2004, June 19, 2005 and December 18, 2005, if applicable, provided that in no event shall such employee exceed the top porters' rate of pay.

2. All new porters hired at or above the minimum thirty (30) day rate, in any event, shall receive a minimum wage increase of ten ($ 10.00) dollars after thirty (30) days' employment and, thereafter, an additional fifteen ($15.00) dollars per week after the completion of each six (6) months of employment from the date of hire, provided that in no event shall such employee exceed the top porters' rate of pay.

L. MINIMUM WAGE LAWS:

In the event of an increase in the State or Federal minimum wages, the Employer agrees that the thirty (30) day part-time rate shall be twenty-five ($.25) cents above the applicable State or Federal minimum wage.

ABC – Active Ballot Club

The ABC, the UFCW's Active Ballot Club, needs you and every other member to become politically active.

ABC works to elect people to public office who understand the needs of working men and women. ABC assists their campaigns and keeps them informed on the issues as organized labor sees them.

Today, there is a great need for labor to have a voice in political action. Help make sure our Union has that voice by joining ABC now.

Due to the many critical issues before Congress; state, city and local governments this year; it is important that we have sufficient funds to support our friends and defeat those candidates who do not support the working man and woman. We encourage all members to participate in the Active Ballot Club as a means of protecting our interests in the various governmental bodies and in the laws they pass that may affect our livelihoods.

If you haven't already signed up, see your Union Representative or Service Representative. Sign up today!

Members employed by companies where there is no check-off will be able to purchase their ABC Membership Cards from their Union Representatives or shop stewards in the normal manner.

Contributions of gifts to the UFCW Active Ballot Club are not deductible as charitable contributions for federal tax purposes.

Be Informed!!!

www.UFCW1500.org

UFCW

a VOICE for working America

LOCAL 1500

THE WEINGARTEN DECISION: *KNOW YOUR RIGHTS!*

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

Y UR RIGHTS UNDER WEINGARTEN ARE:

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

REMEMBER WEINGARTEN
BEFORE YOU GIVE UP YOUR RIGHTS!

Fraternally,
Frank Meehan,
President

MEMBERS CAN CALL
LOCAL 1500
REGARDING ANY MATTER
24 HOURS A DAY

800-522-0456

10m 12/03