

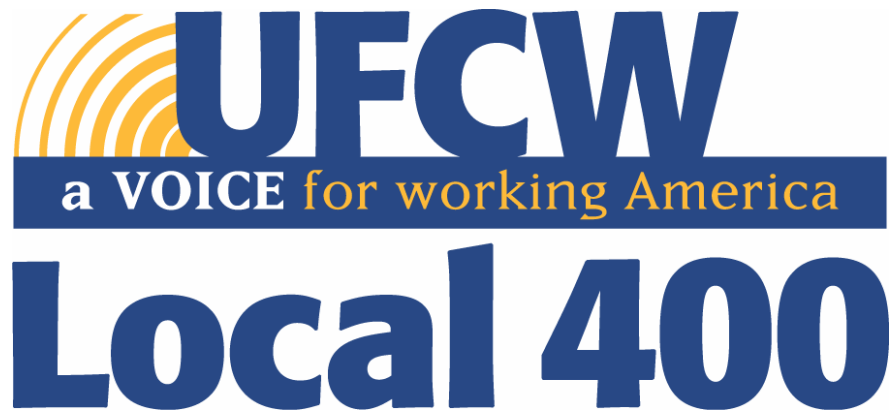
AGREEMENT

THIS AGREEMENT MADE BY AND BETWEEN

LOCAL 400

Chartered by the

United Food & Commercial Workers International Union



and

GIANT FOOD LLC

Effective: March 30, 2008

Expiration: March 31, 2012

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AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of March, 2008, between GIANT FOOD LLC (hereinafter referred to as the "Employer"), a participating member of Washington, D.C. Food Employers' Labor Relations Association (hereinafter referred to as "Employers' Council") and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 400 of Washington, D.C. chartered by the United Food and Commercial Workers International Union, (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the Employers' Council is an employer association of food chains in and about the Washington, D.C. area.

WHEREAS, the Employer and the Union in the performance of this Agreement agree not to discriminate against any employee or applicant for employment because of race, color, religious creed, origin, age, gender, sexual orientation or Union activity.

The use of personal pronouns of the male gender is for grammatical purposes only and the contract should apply equally to persons of either gender; and

WHEREAS, the parties hereto desire to establish uniform standards and hours of labor, rates of pay, and other conditions under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious and efficient cooperation and mutual benefit.

ARTICLE 1

Successors and Assigns

1.1 This Agreement shall be binding on all signatories hereto, and their successors and assigns, whether such status is created by sale, lease, assignment or any other type of transfer or transaction. In consideration of the Union's execution of this Agreement, the Employer promises that its operations covered by this Agreement or any part thereof shall not be sold, conveyed or otherwise transferred or assigned to any successor without first securing the Agreement of the successor to assume the Employer's obligations under this Agreement and to offer employment subject to the terms of this Agreement, to all of the Employer's then current employees, recognizing their accrued seniority for all purposes. Provided, that the Employer shall not be a guarantor or be held liable for any breach by the successor or assignee of its obligations, and the Union will look exclusively to the successor or assignee for compliance with the terms of this Agreement.

1.2 The foregoing shall be applicable in cases only where the Employer sells or transfers more than ten percent (10%) of the facilities covered under this Agreement, and shall not apply in cases of store closing (30 days or more).

ARTICLE 2
Management Authority

2.1 The authority and responsibility for management of the business, including but not limited to the planning, direction and control of the work force shall repose exclusively in the Employer and its appointed representatives except as provided in this Agreement.

2.2 In the event that the Employer contemplates the introduction of major technological changes affecting bargaining unit work within the Grocery Department, advance notice of such changes will be given to the Union. If requested to do so, the Employer will meet with the Union to discuss the implementation of such changes before putting such changes into effect.

2.3 Should the Employer intend to substitute electronic checkout systems for existing equipment in any store, the Employer agrees to notify the Union in advance and to provide the Union a list of all employees regularly assigned to the store on the effective date of the utilization of said systems. Said employees shall not be removed from the Employer's payroll as a result of the installation of such a system. Employees may continue to be transferred, assigned to other work, or laid off in accordance with the seniority provisions of this Agreement provided the layoff is for reasons other than the installation of such a system.

2.4 The Employer further agrees that all fresh meat products will be cut, packaged, prepared and sold by the employees in the stores, covered by this Agreement.

Exceptions may be made provided the Union is notified in advance and given written assurance that no member's job will be eliminated as a result of such exception. The Union agrees that it will not withhold its Agreement.

For the purpose of this section "notified" shall mean a letter for each individual introduction of a class of product (e.g., boneless sub primal cuts of meat, deveined liver, rolled veal, etc.). "Member" shall mean full time employees on the payroll actively at work on the effective date of this Agreement or who are on leave of absence or who are sick or injured and return to work as elsewhere provided for in this Agreement. "Eliminated" means removed from payroll or reduced to part time and is not intended to refer to the nature of the work being performed by the employee. Employees may continue to be transferred, assigned to other work, or laid off in accordance with the seniority provisions of this Agreement, provided the layoff is for reasons other than the introduction of new products and/or new methods.

It is not the Union's intention to impede progress in our industry with respect to any new method of cutting and packaging meat, delicatessen and seafood products, and the necessity for change to accommodate a changing society.

The Union reiterates, therefore, its intention with respect to the “products clause”, as follows:

The Employer may introduce new methods and new products, i.e., (make exceptions) provided it does the following:

1. Union must be notified in advance.
2. The Employer will list all new products or new methods in letter of notification.
3. The Employer will give written assurance that no member's job will be eliminated, in accordance with subparagraph 2.4.
4. The Employer will meet at the Union's request for the purpose of reviewing complaints and further compliance of this Section and Article.

If 1, 2, 3, & 4 above are complied with, the Union will not withhold its Agreement.

ARTICLE 3 Recognition

3.1 The Employer recognizes the Union as the exclusive bargaining agency for all of its employees, except Store Manager, Assistant Manager, Co-Managers, and In-Store Bakery Personnel (production employees), in its retail food stores within the City of Washington, D.C., the Counties of Albemarle, Arlington, Augusta, Caroline, (excluding that portion that falls within a twenty-five mile radius of the City of Richmond), Clarke, Culpeper, Fairfax, Fauquier, Frederick, Greene, Highland, King George, Loudoun, Louisa, (excluding that portion that falls within a twenty-five mile radius of the City of Richmond), Madison, Orange, Page, Prince William, Rappahannock, Rockingham, Shenandoah, Spotsylvania, Stafford and Warren, the independent Cities of Alexandria, Charlottesville, Fairfax, Falls Church, Fredericksburg, Harrisonburg, Manassas, Manassas Park, Staunton, Waynesboro, and Winchester in the State of Virginia, and the Counties of Anne Arundel south of South River from Chesapeake Bay to Maryland State Route 450, south of Maryland State Route 450 from South River to Prince George's County, Calvert, Charles, Montgomery, Prince George's and St. Mary's in the State of Maryland.

3.2 The Employer further agrees that if the Employer should establish a new food store, or stores, within the territories described in Paragraph 3.1, this Agreement shall apply to such a new store or stores. In the event the Employer engages in Department or Discount type stores, then the Employer and the Union shall negotiate as to the terms for wages, hours and working conditions for employees working in such stores.

3.3 All meat, fish or poultry, fresh, chilled, frozen, cooked or smoked, historically or customarily offered for sale by the Employer in its Retail Meat Departments, will continue to be handled by Meat Department employees.

3.4 Floor care (to include the cleaning of restrooms) may be performed by an outside vendor. Employees who performed floor care prior to March 26, 2000 shall receive the same hours and rates of pay as they had in the past.

3.5 All work and services connected with, or incidental to the handling or selling of all merchandise offered for sale to the public in the Employers' retail establishments covered by this Agreement shall be performed only by employees of the Employer within the unit referred to above, for which the Union is recognized as the collective bargaining agency by the Employer except such work as is currently performed at the point of delivery by driver-salesmen in servicing retail markets with perishable bakery products, beverages, greeting cards, magazines, potato and corn chips directly from the delivery vehicle. Further excepting that representatives of a company sponsoring special promotions may erect and stock initial special displays in connection with said special promotions. There shall be a limitation of three (3) times per year for promotional programs using persons other than employees of the Employer, provided, however, that such special promotions must be area-wide promotions. The Employer shall notify the Union in writing prior to the beginning of any promotional program.

The application of this provision shall in no way restrict the work which may be performed by the Store Managers, Co-managers or Assistant Managers.

3.6 The Employer shall notify the Union thirty (30) days prior to a store closing. The Employer shall negotiate the effect on employees of the store scheduled to be closed.

ARTICLE 4 Union Security

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

4.2 Upon failure of any employee to become and remain a member of the Union within the period and under the conditions specified in Paragraph 4.1 above, the Union shall notify the Employer, in writing, of such failure and the Employer shall, within seven (7) days of receipt of such notice, discharge any such employee as provided in the Labor Management Relations Act of 1947 as amended.

4.3 The application of Paragraph 4.1 above, is deferred in any jurisdiction where the Union Shop is not permitted by law, except for the purpose of representation, unless and until such law is declared unconstitutional or is repealed or otherwise becomes inoperative as to the operations of the Employer.

4.4 The Employer will notify the Union in writing as soon as possible within twenty-five (25) days from the date of employment, reinstatement, or transfer into the bargaining unit of any employee, of the name of such employee, the home address, place of employment, social security number and job classification (full time or part time), and the date of employment, reinstatement, transfer, termination, or change in status from part time to full time or full time to part time.

ARTICLE 5
Seniority

5.1 Seniority for the purpose of this Agreement shall be calculated by continuous service from the last date of employment (except as otherwise provided). Separate seniority lists for all full time Grocery, full time Meat Department employees, part time Grocery and part time Meat Department employees shall be set up by the Employer and shall be furnished to the Union upon request. Seniority areas governing this Agreement are outlined in Schedules "G" & "H", attached hereto and made a part hereof. Seniority shall prevail in the following instances in the manner as listed hereafter.

5.2 The Employer recognizes the principle of seniority as being one in which the movement of an employee from one job to another or from one location to another through promotion, layoff, recall after layoff, or permanent transfer, shall be governed by the length of service of the employee, and in connection with such movement the Employer may take into consideration as to each employee involved his ability to perform the work.

5.3 In connection with lay offs and store closings seniority will first apply to store, then geographic area (as set forth in Schedule "G") and last the jurisdiction of this Agreement. In connection with promotions and permanent transfers, seniority will apply first to the store then seniority area (as set forth in Schedule "H").

5.4 In all layoffs the ordinary rules of seniority shall prevail with due consideration being given to the job classification, fitness for the work involved, and the practicability of applying the rules of seniority in the particular case. Employees laid off for periods of less than one (1) year shall have preference to reinstatement in the reverse order. The service record of such reinstated employees shall not be interrupted. Sickness does not count as layoff. A full time employee shall have seniority over a part time employee to the extent that a full time employee who is involuntarily laid off in order of seniority may claim existing part time schedules calling for the least reduction of hours up to a maximum of forty (40) hours per week in the first instance or those schedules providing for the least reduction of hours if forty (40) hours are not available, provided due consideration is given to job classification and to fitness to perform the work involved and further provided that this shall not result in the employee creating premium or overtime pay situations. Part time employees shall have seniority over other part time employees under the same conditions subject to the provisions of Article 6, Section 6.14. However, if the available opening for a part time employee who is recalled is outside of the seniority area, the employee may refuse the opening without prejudice to future recall within the same seniority area.

Before a Journeyman Meat Cutter can be reduced to part time or laid off within the geographical area all apprentices must be laid off within the geographical area. Where the application of this provision creates a hardship or operational problem the Union agrees to discuss and resolve the problem.

5.5 Seniority and the employee's ability to perform the work shall be given consideration in regard to promotion within the bargaining unit. If the employee fails to qualify within a reasonable time for the upgraded position he or she will be afforded the opportunity to return to his or her former classification without loss of seniority. The Employer will notify the Union of all promotions to Department Head Classification.

5.6 Full time employees to be reduced to part time may exercise their right to a complete layoff without prejudice to their right to recall.

When a full time employee is involuntarily reduced to part time he shall continue to accrue seniority as though he was still full time. When a full time employee voluntarily reduces himself in writing, his part time seniority is dated from the original date of hire. Full time employees reduced from full time to part time through no fault of their own will retain full time Health and Welfare and Pension coverage for a period of six (6) months. The Employer will continue the full time Health and Welfare and Pension contribution for said period of time.

5.7 A Meat Department employee laid off or reduced to part-time out of his seniority turn shall receive pay for all time lost, provided the layoff or reduction is not at the employee's request. Likewise, any part time employee who has requested full time in accordance with this paragraph, and who is bypassed in seniority when a full time opening occurs shall be paid for all lost earning opportunity provided the bypass was not at the request of the employee.

5.8 Any employees transferred into the bargaining unit from any other part of the Company shall retain their last employment date for the purpose of computing the effective date of their benefits, but their seniority date shall be otherwise established as of the day they commenced working in the bargaining unit.

5.9 Employees involuntarily transferred from one seniority area to another as a result of store closing or layoffs, will be afforded the opportunity to return to their original seniority area before a permanent employee of the same job classification is hired in said seniority area. Said transfer opportunity shall exist for a period of twelve (12) months.

5.10 Part time employees desiring full time work and lower classified food employees desiring to be upgraded in classification shall be given preference for such work in accordance with the following procedure.

Employees who desire upgrading as described above shall notify the Employer in writing with a copy to the Union, during the periods March 1st to March 21st and September 1st to September 21st, each year. Such letters shall remain valid for eighteen (18) months.

The first consideration for any such vacancies shall be given to employees with a current request in order of the employee's seniority with ability to do the work to be considered. However, full time night crew employees will be given priority consideration for available full time day vacancies within the food clerk classification.

When the file of request letters has been exhausted, all employees regardless of the length of service will be considered for available openings on a store-by-store basis before seeking outside applicants.

Only requests for permanent classification change shall be valid and failure to be available thereafter for such work for a period of twenty-six (26) weeks after obtaining such status, except for reasons beyond the employee's control, shall be barred from future requests for a period of six (6) months.

Failure to accept an offer of such work in any of the Employer's stores within a seniority area shall result in removal of the employee's request for the balance of that six (6) month period, but it shall not bar the employee from future requests. Except any employee who declines a full time night crew position will not be removed from the list for the balance of the active bid.

Part time employees who are promoted to full time will receive credit for time worked on the basis of forty (40) hours being equivalent to one (1) week and the employee's full time seniority date will be adjusted accordingly.

The Employer and the Union agree to exchange a list of part time employees requesting full time jobs during the months of January and July of each year. The list will contain the employee's name, social security number, store number, and the date the letter was received by their respective office.

5.11 The Union shall be notified of all full time openings.

ARTICLE 6 Hours and Overtime

6.1 The guaranteed basic work week for all full time employees shall be forty (40) hours per week, consisting of five (5) eight (8) hour days.

6.2 For the purpose of this Agreement the basic work week shall be from Monday through Saturday, inclusive.

6.3 Sunday work shall be isolated and shall not be part of the basic work week.

6.4 All time worked by an employee in excess of eight (8) hours in any one (1) day, five (5) days in one (1) week, or forty (40) hours in any work week, or in excess of the thirty-two (32) hours in any week in which one of the specified holidays fall, shall be deemed overtime. Such overtime work shall be paid for at the rate of time and one-half (1-1/2) the employee's regular rate of pay, but the employee shall not be compensated for both daily and weekly overtime. Hours which qualify for Sunday premium pay as provided in Paragraph 6.11 of this Article shall not be included in computing weekly overtime.

Part time employees who are scheduled for five (5) days in one (1) week, and who are called into work on their scheduled day off shall receive time and one-half (1-1/2) for all hours worked on said scheduled day off, provided said employee remains available to work the remainder of his schedule for that week.

6.5 Employees who work an eight (8) hour shift shall work eight (8) hours in a period of either eight and one-half (8-1/2) or nine (9) consecutive hours and shall be granted an uninterrupted meal period of either one (1) or one-half (1/2) hour beginning not before three (3) hours of work nor later than five (5) hours of work. A one-half (1/2) hour meal period shall be assigned only by mutual agreement. Employees who work a shift of less than eight (8) hours but more than five (5) hours shall, upon request, be granted an uninterrupted meal period of one-half (1/2) hour, not before three (3) hours of work nor later than four (4) hours of work.

The lunch period specified in the above paragraph, may be waived (without pay) by mutual agreement between the employee and the Employer.

The meal period for Night Crew workers who work eight (8) hours shall be one-half (1/2) hour and the eight (8) hour shift shall be worked in a period of eight and one-half (8-1/2) consecutive hours.

6.6 Any employee instructed to work their meal period shall receive pay for that period of time at the rate of one and one-half (1-1/2) times the regular rate of pay.

6.7 The Employer may establish as many shifts as necessary and the starting time of such shifts shall be optional with the Employer.

6.8 There will be no split shifts.

6.9 Any full time employee who works later than 6:00 p.m. more than three (3) nights in any week shall be paid time and one-half (1-1/2) for the hours after 6:00 p.m. on the fourth (4th) or subsequent nights even though they may be a part of the regular shift.

6.10 Any time worked after 1:00 a.m. or before 4:00 a.m. shall be paid at the rate of time and one-half (1-1/2) of the employee's regular rate of pay, except for employees on the night crew.

6.11 Work performed by employees hired prior March 30, 2004, on Sunday shall be compensated for at time and one-half (1-1/2) the employee's rate of straight time pay.

For employees hired on or after March 30, 2004, work performed on Sundays shall be compensated for at the following rates which shall be in addition to the straight time rate of pay provided on Sunday:

0 to 12 months of employment	\$1.00/hour premium for each hour worked
13 to 24 months of employment	\$1.50/hour premium for each hour worked
25 to 60 months of employment	\$2.00/hour premium for each hour worked
Thereafter	time and one-half (1-1/2) employee's regular rate of pay

provided, however, that any such employee who works in excess of forty (40) hours per week (Sunday through Saturday inclusive) shall not be compensated for both Sunday premium and weekly overtime.

All terms and conditions of this Agreement shall apply to work performed on Sundays and holidays.

6.12 No employee shall be required to work on Sundays or the designated holidays. All work to be performed on Sundays and holidays shall be offered on the basis of seniority with due consideration given to job classification and fitness for the work required. If sufficient volunteers are not available, the Company may assign such work to employees in reverse order of seniority. A sheet will be posted on Monday next to the work schedule for the purpose of signing up for Sunday and holiday work. The schedule for Sunday and holiday work will be assigned by seniority from this list.

Full time employees shall be offered eight (8) hours if work is available, and if the store is open for eight (8) hours. Part time employees shall be offered not less than four (4) hours. Any employee accepting Sunday or holiday work shall work not less than four (4) hours. Employees shall not be discriminated against for declining Sunday or holiday work nor shall they be coerced into accepting it.

In the Meat Department work assignments for Sunday and holiday work shall be offered first to full time employees by classification within the store on a rotating basis from among the work force who volunteered for such work by making the request in writing to the Employer. In the event sufficient volunteers are not available, the Employer may elect to draw volunteers from within the Supervisor's territory or direct employees to work by inverse order of seniority within the store. Once the employee has requested such work they shall be obligated to work in the location for a minimum of a six (6) month duration except in the case of a personal emergency. The work shift may consist of eight (8) hours or more, but in no event for less than four (4) hours.

6.13 The Employer shall not discipline any employee for refusal to work unreasonable overtime. On days where overtime is worked it shall be offered to employees on a seniority basis with due consideration being given to job classification and ability to do the work. On days where overtime is worked and a second meal period is taken it shall consist of one-half (1/2) hour duration only.

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

6.15 No part time employee shall be scheduled for less than four (4) hours in any one (1) day. Each calendar quarter, part time employees may be scheduled for less than four (4) hours, but not less than one (1) hour, for the purpose of attending a store employees' meeting.

6.16 Part time employees who report to work pursuant to instructions and are not given work shall be paid for their scheduled hours, but in no event for less than four (4) hours except for those stores closing at 6:00 p.m.

6.17 Full time employees reporting for work at their scheduled time or on instructions from their Employer shall be guaranteed eight (8) hours at straight time rate of pay for the employee's scheduled work days and four (4) hours with pay for non-scheduled days at the overtime rate of pay.

6.18 The Employer agrees to post a weekly work schedule, in ink, with employees' names listed in order of seniority, and in a conspicuous place by 1:00 pm on Friday of the week preceding the week for which the schedule is effective, of working hours specifying the starting and finishing times and regular days off. The schedule shall contain the employees' full names and shall have the scheduled hours of each employee totaled at the end of the column. The schedule for the night crew and those scheduled off on Saturday must be posted prior to the end of those employees' scheduled shift on Friday of the week preceding the week for which the schedule is effective.

6.19 The schedule for all full time employees showing the starting and finishing time and regular days off shall not be altered after it is posted, except by mutual agreement. Each full time employee shall regularly receive the same day off each week. A seven (7) day written notice must be given in order for a full time employee's regularly scheduled day off to be changed except for holiday weeks. In the week following the holiday week, the regular schedule shall apply pertaining to days off.

In the Meat Department, the scheduling of nights (past 6:00 p.m.) and Saturday night for full time employees shall be done on a rotating basis as nearly equal as practical.

The schedule for a part time employee may be changed by notification to the employee prior to store closing the previous day.

A part time schedule shall be complete and reflect the anticipated basic need for the store's requirements for that week.

6.20 The Employer shall combine existing part time assignments on a seniority basis, unless such hours duplicate each other, providing the employee can do the work, so as to provide the maximum part time employment per individual within the definition of part time employment, and further to create as many full time positions as possible.

When a part time employee is scheduled and/or works for forty (40) hours per week for more than six (6) consecutive weeks and the work is not temporary (i.e., vacation and/or absence coverage), a full time position will be deemed to have been created. Such a full time position within the store and department where the work was performed will be filled in accordance with the following procedure:

- A. Notice of the available position will be posted for seven (7) days within the store. Part time employees, within the department where the available position exists, who express in writing a desire to fill the full time position will be selected by seniority and ability to do the work.
- B. If the position cannot be filled in accordance with paragraph A above, other part time employees within the store may be selected on the same basis.
- C. If the position cannot be filled in accordance with paragraphs A or B above, an employee will be selected in accordance with Article 5.10.

6.21 Employees working more than five and one-half (5-1/2) hours in a day shall receive two (2) rest periods of fifteen (15) minutes each, one (1) rest period to be in the first half of the work day, the second rest period to be in the second half of the work day as near as possible to the middle of each shift. Employees working five and one-half (5-1/2) hours or less in a day shall receive one (1) fifteen (15) minute rest period. The Employer will not intentionally prepare a schedule to avoid the requirement of a second rest period.

6.22 Employees who sustain an occupational injury requiring treatment by a doctor or hospital shall suffer no loss in pay for the day the injury occurs provided the employee returns to work unless otherwise instructed in writing by the attending doctor.

6.23 Eligible part time employees shall be scheduled a minimum of sixteen (16) hours work per week, provided that they are available to work said hours on a regular and continuing basis. The sixteen (16) hour minimum does not apply to probationary employees, students, part time employees holding another job, courtesy clerks, or employees not available.

ARTICLE 7 Wages and Employee Classifications

7.1 Wage scales are set forth in Schedules "A", "B", "C", "C-1" and "C-1 Revised" attached hereto and made a part hereof.

7.2 The minimum wage provided in Schedule "C-1 Revised" shall apply to all new employees and each new employee is to be on probation for a period of ninety (90) days. If, during the probationary period, it is found that the new employee is not suitable for the business, his services are to be terminated at the Employer's discretion.

The service record of any new employee retained after the probationary period shall date from the time of such employee's original employment. The salary of such employee shall be retroactive to the date of employment.

7.3 An employee who has worked within the industry during the past three (3) years shall be credited with all previous supermarket experience in the same type of work, or in the case of pharmacy, general merchandising or bakery employees, all previous experience in a similar capacity, proven by verification or ability, which shall be recognized as seniority for the purpose of establishing the pay scale to which the employee is entitled. The Employer, employee, and the Union will make every effort to verify all previous experience on the employee's application. If, however, complete information cannot be obtained within the first three (3) months of employment, the pay scale shall be determined by the Employer on the basis of whatever verification of experience has become available and the employee's ability. The Employer agrees to notify the Union no later than forty-five (45) days after employment if complete verification of experience has not been obtained. The above applies except in the case of a journeyman or an apprentice who has not worked in the industry within the past three (3) years, who shall be given a jointly observed block test immediately following the ninety (90) day probationary period. The salary of such employee shall be retroactive to the date of original employment.

7.4 When a higher classified employee is absent from his position for more than one (1) day and another employee performs the job of the higher classified employee, he shall receive the appropriate rate of pay of the higher classification.

When an employee is promoted to a higher classification the employee's pay rate shall progress to the next higher wage rate in the new classification and thereafter progress through the remaining progression.

When an employee temporarily performs work in a higher classification, they shall receive the next higher rate of pay in the higher classification for all hours worked in the higher classification.

7.5 All Meat Departments shall be operated by a Meat Department Manager, who may be relieved by a Journeyman Meat Cutter or an Apprentice.

7.6 Department Heads may be assigned in stores where designated by the Employer and where assigned, they will be paid the appropriate rate as listed in Schedules "A", "B", and "C".

The apprenticeship program in retail stores shall be two (2) years as provided in Schedules "A", "B", "C", "C-1" or "C-1 Revised", whichever is applicable. An Apprentice is a person learning all the details and developing manual skills for performing the duties of a Journeyman Meat Cutter. He shall be given a meat cutting test jointly observed by representatives of the Employer and the Union within his twenty-third (23rd) or twenty-fourth (24th) month. If he fails to qualify at this time, he shall continue at the same rate of pay and be given another test at the end of his twenty-seventh (27) month; if he fails to qualify at this time, he shall be terminated. It will be the Employer's responsibility to see that Apprentices are given the proper instruction and opportunity to learn the skills for performing the duties of a Journeyman Meat Cutter. Nothing will prevent the Employer from advancing an Apprentice to Journeyman before the end of the prescribed training program, if in the judgment of the Employer he is qualified. An employee entering the apprenticeship program shall suffer no reduction in pay.

7.7 A Weigher and Wrapper is one who weighs, prices and wraps meat cut by a Journeyman or an Apprentice. He displays or places said meat in self service cases or in storage. He may use a slicing machine for cutting cheese and luncheon meats; also use a knife for cutting liverwurst or any other luncheon meat that cannot be cut by the slicing machine. He is not, however, to cut beef, pork, veal, lamb, poultry or fish with a knife or any other automatic device nor assume any work other than the above, which normally is performed by Journeymen Meat Cutters or Apprentices. He, however, may perform general house cleaning chores, and also clean the cases, work tables, etc. To the extent practical, the Employer will use only Meat Weighers and Wrappers to perform their traditional duties as outlined above.

7.8 A Meat Department bargaining unit employee shall be on duty until 8:00 p.m. or store closing, whichever occurs first. However, a department need not be manned during meal periods where there is only one (1) employee in the unit on duty that shift.

7.9 In stores with three (3) or more full time Meat Cutters, including the Meat Department Manager, one shall be designated First Cutter. The First Cutter classification applies to the store and not to the individual.

7.10 In stores where there is no First Cutter classification, in accordance with the formula that there must be three (3) Journeyman Meat Cutters including the Meat Department Manager, the employee who relieves the Meat Department Manager shall be compensated at the Meat Department Manager rate beginning with the first day of relief, excluding the regular day off. The employee relieving the Meat Department Manager on the Meat Department Manager's regular day off will receive the First Cutter rate for that day.

7.11 In the event the First Cutter is away, then any Meat Cutter who relieves the First Cutter for one (1) week or more shall be compensated at the First Cutter rate and shall relieve the Meat Department Manager as provided for in Section 7.9 of this Article.

ARTICLE 8
Courtesy Clerks

8.1 Courtesy Clerks shall be guaranteed ten (10) hours work per week at no less than three (3) hours work per shift. Their duties shall be limited to bagging, parcel pick up, cleaning up around the checkout stand and parcel pick up areas, price checks, racking empty bottles, returning unsold merchandise, handling recycled newspapers and cans, tearing off magazine covers, floor care and other cleaning duties anywhere in the store.

8.2 Eligible Courtesy Clerks will receive vacations as provided in Article 11 and three (3) hours pay for the legal holidays provided in Article 12.

8.3 It shall be a violation of this Contract for Courtesy Clerks to perform any duties other than those specified above. In order to remedy violations of this Section the parties agree as follows:

- A. The Employer shall post in each of its stores a notice to the employees signed by an authorized Employer representative instructing all employees of the duties of Courtesy Clerks, and instructing all employees that the performance of any other duties constitutes a violation of the contract.
- B. Upon the first violation of this Section, the Courtesy Clerk in the store involved shall be paid the regular clerk starting rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Courtesy Clerk duties.
- C. Upon a second violation in the same store, all Courtesy Clerks in the store involved shall be paid the regular clerks starting rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Courtesy Clerks duties.
- D. Upon a third violation in the same store, all Courtesy Clerks in the store involved shall be paid double the Courtesy Clerk rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Courtesy Clerks duties.

8.4 The Employer will not be obligated to make Health and Welfare, Pension, Severance, and Legal contributions on behalf of Courtesy Clerks.

ARTICLE 9
Night Crew Employees

9.1 A Night Crew employee is one who is scheduled for work on a Night Crew two (2) or more nights in any one (1) week. No employee shall be required to work a day and a night shift in the same work week.

9.2 Any employee working on the Night Crew two (2) or more nights during the week shall receive the night premium for all hours worked during the entire week.

Any time worked by a member of the Night Crew prior to 8:00 p.m. or after 11:00 a.m. shall be paid at the rate of time and one-half (1-1/2) of the employee's regular rate of pay which shall be in addition to his night premium.

9.3 When a majority of the Night Crew employees in any individual store, who by written mutual consent with the Employer choose to elect to report to work before 8:00 p.m. or beyond 11:00 a.m. shall be deemed to have waived the premium provisions of Articles 9.2 and 6.10 for those hours covered by such election.

9.4 Each employee working on the night shift will receive an additional one dollar (\$1.00) per hour, which shall be over and above the regular rate of pay for the same or similar day job.

9.5 One (1) person other than the Assistant Manager or Department Head shall be designated as the employee in charge of the Night Crew. This employee shall not be replaced by any employee in a higher wage classification.

9.6 The employee in charge of the Night Crew will receive in addition to his night premium, an additional premium of twenty-five dollars (\$25.00) per week. A Night Captain in charge of a store which is open for business on a twenty-four (24) hour basis shall receive an additional ten dollars (\$10.00) per week night premium (in addition to the twenty-five (\$25.00) per week Night Captain premium).

9.7 Part time employees may be assigned on a night shift, provided however, they must be assigned for a full shift of not less than eight (8) hours. Part time employees may be scheduled for less than eight (8) hours by mutual agreement. Part time employees hired after March 30, 2008 may be scheduled a shift of not less than six (6) hours.

9.8 Night Crew employees in the Meat Department shall be permitted to start their shifts at 9:00 p.m. on Sundays or holidays at the straight time rate of pay.

9.9 Any regular member of the Night Crew will receive his basic weekly wage plus his night premium in the computation of his overtime, vacation or holiday pay.

9.10 Employees who want on or off the Night Crew shall bid as follows: A request must be in writing to the Employer and will be placed on the list referred to in Article 5.10. As day openings occur, the most senior employee on the combined list shall be assigned to the job provided the employee is available to work such hours on a regular and continuing basis.

Employees in the Meat Department who want on or off the night crew shall bid on or off on a seniority basis in a seniority territory. No new hires shall be employed until said bids are honored, provided that said employees do so in writing.

ARTICLE 10
Working Conditions

10.1 The Employer will furnish and launder such store linens as it desires worn by its employees. In the event the Employer provides Dacron or similar type uniforms for employees, these garments may be laundered by the employee. Since this item of expense is intended to make the Employer's service more attractive to customers, members agree to cooperate by presenting a neat, clean, businesslike appearance while on duty in the store.

10.2 The Employer shall have the right to discharge or discipline any employee for good cause, including but not limited to, proven or acknowledged dishonesty, intoxication during working hours, drinking or gambling on Employer's premises, or direct refusal to obey orders by the Employer which are not in violation of this Agreement, provided, however, that no employee shall be discharged or discriminated against because of membership in the Union or for Union activities.

10.3 In the event that an employee's work is unsatisfactory, he shall be given at least one (1) written notice before disciplinary action is taken, and a copy of the notice shall be sent to the Union at the same time. Notices and warnings shall become null and void nine (9) months from the date of issue.

10.4 Representatives of the Union shall have access to the Employer's stores for the purpose of determining that the terms of this Agreement are being complied with including but not limited to inspecting work schedules, investigating the standing of employees and inspecting the pay records, which shall be available for a reasonable length of time.

10.5 No employee shall suffer a reduction of hourly wage rates, increase of hours, or reduced vacation time solely by the signing of this Agreement.

10.6 If a physical examination or health permit is required by the Employer or Local Government, all expenses attached to the same shall be borne by the Employer.

10.7 If any employee is required to work in more than one (1) store in the same day, the expense for necessary transportation shall be borne by the Employer. The time required for travel between the stores shall be included as a portion of the employee's work day and considered as time worked for all purposes. An employee on temporary assignment away from his regularly assigned store which requires additional transportation expense shall be reimbursed for such increased expense in accordance with the IRS reimbursement rate, except, however, when an employee chooses public transportation, except taxicabs, he shall be reimbursed only for the actual cost of such increased transportation. Temporary assignments will not exceed thirty (30) days except in cases of relief of an employee absent on extended sick leave.

10.8 No temporary transfer will be allowed in or out of Local 400's jurisdiction except in demonstrable emergency.

10.9 Employees shall be at their stores ready for work at their scheduled starting time, otherwise they are reporting late. They shall remain at their work until their scheduled quitting time. Employees shall be paid for all time worked. There shall be a time recording device in each of the Employer's stores for the purpose of recording time worked. The Employer and the Union agree that a proven violation of established time recording device rules, including working before punching in or after punching out, may subject such an employee to disciplinary action up to and including discharge. Furthermore, all time during which an employee is suffered or permitted to work or is required to be on duty on the Employer's premises at a given work place shall be considered hours worked and recorded.

10.10 Except by mutual agreement between the employee and the Employer, employees shall have a minimum of ten (10) hours off between the ending of their scheduled shift and the starting of their next scheduled shift. Any employee who works during this ten (10) hour period shall be paid for such time at the rate of time and one-half (1-1/2) their straight time rate of pay.

10.11 The Employer shall maintain two (2) first aid kits, fully equipped in each store to be available for all shifts worked. One (1) first aid kit shall be located in the Meat Department.

10.12 The Employer agrees to provide sufficient space on the store bulletin board for the posting of Union activities after approval by management.

10.13 No employee may be required to make up or be disciplined for cash register shortages, unless he is given the privilege of checking the change and daily receipts upon starting and completing the work shift.

10.14 No employee shall be required to make good any bad checks cashed unless said checks are cashed in violation of the Employer's rules and regulations, which have previously been given to the employee in writing.

10.15 No employee shall be given a polygraph (lie detector) test, unless the Union agrees in writing.

10.16 The cleaning of the Meat Department and immediate working area shall be performed by employees of the Meat Department.

10.17 The Employer will discuss, investigate and correct any problem of jackets or gloves in connection with frozen food lockers and dairy.

10.18 The Employer agrees to reimburse pharmacy technicians for the cost of State or National certification exam, but only for the first time the employee takes the exam. The Employer also agrees to allow employees reasonable use of any study materials it has at its store.

ARTICLE 11
Vacations

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

<u>Annual Vacation</u>	<u>Pro-Rata Vacation On Termination</u>
One week uninterrupted after one year	1/12 week for each additional month
Two weeks uninterrupted after three years	2/12 week for each additional month
Three weeks uninterrupted after seven years	3/12 week for each additional month
Four weeks after thirteen years	4/12 week for each additional month
Five weeks after twenty years	5/12 week for each additional month

11.2 Employees discharged for proven or acknowledged dishonesty shall not be entitled to any vacation pay.

11.3 From January 1 to February 28 of each year, employees shall select their desired date for vacation for that year. Said selection will be awarded on a seniority basis within each department. After February 28 (February 29 in a leap year), employees may select vacant weeks by seniority but may not bump less senior employees who have exercised their vacation selection during the bid period. Effective January 1, 2009, employees who have selected vacation during the vacation bid period will be notified of the final vacation decision in writing by March 31. Vacations requested after the bid period will be honored on a first-come, first-served basis. Employees may take vacation in any of the fifty-two (52) calendar weeks, subject to management approval.

The vacation schedule of any employee cannot be changed, except by mutual agreement. The vacation schedule shall be available on request by an employee.

11.4 Vacation time shall be computed from date of employment or anniversary of vacation eligibility date, and shall be taken at a time convenient to both the employee and the Employer, and shall be paid at the rate of pay in effect at the time the vacation is taken. An employee who is absent from work for less than sixteen (16) weeks during his anniversary year shall receive his full vacation allowance, but if absent for reasons other than illness or for illness for more than sixteen (16) weeks or in the case of Worker's Compensation cases for more than six (6) months, he shall receive one-twelfth (1/12) his vacation entitlement for each full month worked during the anniversary year.

11.5 When a holiday designated in Article 12.1 occurs during the full time employee's vacation, the employee shall be entitled to an extra days vacation, or cash in lieu thereof, based on straight time pay for an eight (8) hour work day with due regard for the staffing requirements of the Meat Department.

11.6 Vacation pay is to be paid to the employee prior to the day the vacation begins. If the employee's vacation pay is not available when he is scheduled to leave he will be paid from store funds.

11.7 Part time employees shall be entitled to a vacation on or after each anniversary date of their employment, pro-rated on the basis of the average straight time hours worked during the preceding year according to the vacation formula set forth above and subject to the same conditions as pertain to full time employees.

11.8 When a holiday designated in Article 12.1 occurs during a part time employee's vacation, he shall be paid five (5) hours holiday pay if he qualifies under Article 12.5 and 12.6.

11.9 Part time employees who change to full time will receive credit for the vacation earned on the basis of forty (40) hours being equal to one (1) week of work. In the computation of future vacations, credit shall be given for hours worked as a part time employee and the vacation anniversary date adjusted accordingly.

11.10 Full time employees changing to part time will continue their original vacation anniversary date and will receive part time vacation on the basis of average hours worked during the vacation year. The original employment date will be the basis for determining eligibility for vacation.

11.11 Employees who have exhausted their personal holiday entitlement and who have at least two (2) weeks of vacation accrued may use one (1) week (five (5) days) of vacation in single day increments, subject to the following conditions:

- A. Scheduling of single day vacations will be by mutual agreement between the employee and employer;
- B. The employee will provide at least two (2) weeks advance notice of their desire to schedule a single day vacation; and
- C. Full-time employees shall be paid in increments of eight (8) hours per day and part-time employees shall be paid in increments of five (5) hours per day (part-time employees must have a minimum of five (5) hours accrued in order to take a single day). However, if the Employer can electronically process single vacation entitlement based on one-fifth (1/5) of the week's average hourly vacation entitlement, then payment will be made on that basis rather than in five (5) hour increments.
- D. Vacation shall be taken in the year in which it is earned or, at the latest, the following year.

ARTICLE 12
Holidays

12.1 The Employer agrees that the following days shall be holidays. When a holiday falls on a Sunday, the following Monday shall be observed:

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

Work may be performed on any of the herein above mentioned holidays, however, for employees hired prior to March 30, 2004, work as such shall be compensated for at the rate of time and one-half (1-1/2) the employee's regular straight time rate of pay, which shall be over and above the regular straight time rate of pay as provided.

For employees hired on or after March 30, 2004, work performed on any of the holidays specified above shall be compensated for at the following rates, which shall be in addition to the straight time pay provided for the holiday:

0 to 12 months of employment	\$1.00/hour premium for each hour worked
13 to 24 months of employment	\$1.50/hour premium for each hour worked
25 to 60 months of employment	\$2.00/hour premium for each hour worked
Thereafter	time and one-half (1-1/2) employee's regular rate of pay

provided, however, that any such employee who works in excess of thirty-two (32) hours in a holiday week (excluding the holiday hours) shall not be compensated for both holiday premium and weekly overtime.

12.2 Mini-Vacations:

- A. Employees shall receive one (1) personal day off with pay for each four (4) months of employment up to a maximum of three (3) days per anniversary year.
- B. Personal days may be used for the purpose of Mini-Vacations. Employees shall be entitled to such days at a time of their choice subject to store seniority preference in the event of conflict of employee choice, however, not to interfere with staffing requirements of the Meat Department. Employees shall notify the Store Manager at least two (2) weeks in advance of his intention to use his personal days off for a mini-vacation.
- C. Employees shall notify the Store Manager at least two (2) weeks in advance of his intention to take a personal day off (except in case of using personal days for mini-vacation) and the employee shall receive such day off or a mutually agreed upon day off. In the event of a conflict of employee choice, seniority shall prevail.

- D. An employee who separates or is separated from the Employer's service, voluntarily or involuntarily (including but not limited to separation occasioned by voluntary or involuntary termination of the Employer's business), except when said employee is duly discharged for dishonesty, shall on separation, be paid for unused personal days on a pro-rata basis.
- E. Employees may use personal days for absence due to illness not otherwise compensated for under this Agreement.
- F. Such holidays shall be paid on the basis of five (5) hours pay for part time and eight (8) hours pay for full time.

12.3 Full time employees shall be granted holiday pay based on an eight (8) hour day.

12.4 To receive the aforementioned holiday pay, an employee shall be at work on the working day preceding and following such holiday, except for those on vacation or absence approved by the Manager. Holiday pay shall be given an employee who is prevented from working on his scheduled day before or his scheduled day after the holiday because of illness to the employee, or the employee's wife, husband, or child, of such a serious character as to require the employee to remain away from work. This seriousness must be attested to by a physician. Holiday pay shall be granted to an employee who does not work his scheduled day before or his scheduled day after the holiday in the event the employee's absence is caused by a verified accident. Provided, however, that in all events the employee must work at least one (1) day during the week in which the holiday falls in order to qualify for holiday pay.

12.5 All part time employees upon the completion of six (6) months but less than one (1) year of continuous service with the Employer shall be paid five (5) hours holiday pay at the straight time hourly rate provided one (1) of the holidays listed in Paragraph 12.1 above falls on a day he or she would normally be scheduled to work provided such employee works his or her scheduled work day before and after such holiday, Sundays excepted. Work schedules shall not be changed for the purpose of avoiding holiday pay. Where an employee is scheduled to work only one (1) day in a week and the holiday falls on that day, the one (1) day requirement shall be waived.

12.6 Part time employees with one (1) or more years of continuous service regardless of whether they are normally scheduled to work on the day that the holiday falls shall receive holiday pay for five (5) hours provided the employee works his last scheduled work day before and scheduled work day after the holiday. To be eligible for the holiday pay the employee must work at least one (1) day during the holiday week. Where an employee is scheduled to work only one (1) day in a week, the one (1) day requirement shall be waived.

12.7 There shall be no pyramiding of overtime and/or premium pay. Hours worked on Sundays or holidays shall be in addition to the normally scheduled work week.

ARTICLE 13
Leaves of Absence

Subject to the following conditions, employees shall be granted leaves of absence which shall not interrupt their service record.

13.1 Leave of absence shall be granted up to one (1) year without pay when an employee with six (6) or more months of continuous service is unable to work because of sickness, accident or pregnancy, and this leave shall become effective after the final sick benefit payment is made. The disability must be attested to by a registered physician. However, in the event such employee is unable to return to work at the expiration of his leave period, he shall be entitled to an additional leave of six (6) months (twelve (12) months for workers compensation leaves) if he submits satisfactory medical evidence that he will be able to return to his regular duties within the said additional period. The employee must give two (2) weeks notice in writing prior to the date he intends to return to work.

13.2 In the case of a death in the immediate family (namely, the death of a parent, spouse, child, brother, sister, grandparent, or parent-in-law) of any full time employee requiring the employee's absence from his regularly scheduled assignments, the employee shall be granted leave of absence with pay of three (3) scheduled work days.

13.3 In the case of a death in the immediate family (namely, the death of a parent, spouse, child, brother, sister, grandparent, or parent-in-law) of any part time employee requiring the employee's absence from his regularly scheduled assignments, the employee shall be granted leave of absence with pay up to three (3) days. When a part time employee's normal time off falls within the three (3) day period, he shall be reimbursed for the portion of the time normally scheduled for work.

13.4 Employees, full or part time, who serve in the National Guard or military reserve units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the unit in which they serve. Such employee shall give the Employer two (2) weeks prior notice.

13.5 Any member of the Union employed by the Employer who is elected to a permanent office in the Union or is assigned by the Union to a Union activity necessitating leave of absence, shall be granted such leave of absence and shall, at the end of the term in the first instance or at the end of his mission in the second instance, be given reemployment at his former wage rate plus any increase or less any reduction that may have become effective during his absence.

13.6 Approved leave of absence for reasons other than those listed above shall not interrupt an employee's service record.

ARTICLE 14
Jury Duty & Legal Proceedings

14.1 Employees who are required to report for, or serve on jury duty shall receive the difference between their straight time weekly basic pay and the amount received while on jury duty. They will be expected to work their regularly posted schedule on days when the jury is not in session. The schedule of a part time employee shall not be altered solely for the purpose of avoiding jury duty pay.

14.2 Employees serving on the jury shall not be required to work hours other than those during which the employee is normally scheduled and in no case shall they be required to report for less than four (4) hours.

14.3 Employees who work on the night crew and who are called to serve on jury duty will assume the schedule of the least senior employee in their classification and status scheduled to work during the day. That employee scheduled during the day will assume the schedule of the night crew employee for the duration of the jury duty.

14.4 Time spent at legal proceedings at the request of the Employer or Employer's counsel shall be compensated at straight time rates. Such compensation shall also be paid for time spent at the request of any law enforcement agency, involving investigation or legal proceeding for the benefit of the Employer, provided the employee has given the Store Manager prompt notice of the request. Such hours shall not be considered as time worked for the computation of daily or weekly overtime, unless it is part of the regular scheduled work week.

ARTICLE 15
Store Card or Decal

The Union agrees to furnish to the Employer Union Store Cards and/or Decals for each of the Employer's stores. Such cards or decals shall remain the property of the United Food and Commercial Workers International Union and shall be surrendered to the Union upon demand. The Employer shall display such Union Cards or Decals in the Meat Department and a conspicuous area accessible to the public in each establishment covered by this Agreement.

ARTICLE 16
Shop Stewards

16.1 The Union shall have the right to appoint two (2) Chief Shop Stewards in each store whose duties shall be to report any irregularities to the Union. In no instance shall the Shop Steward be discriminated against for discharging such duties, provided such duties do not unreasonably interfere with the regular performance of their work for the Employer. Shop Stewards shall report all irregularities to the Store Manager prior to reporting same to the Union. In stores with more than 100 employees, the Union shall have the right to appoint two (2) Assistant Stewards.

16.2 Chief Shop Stewards may not be transferred from store or job assignment without written consent of the Union, except in cases of promotion. The Chief Shop Stewards shall have superseniority among all other employees for the purpose of layoff and recall only in their store. Further, the Shop Stewards shall not be threatened, coerced or intimidated for performing Union activities.

16.3 In the interest of promoting cooperative relations the Store Manager shall introduce each new employee in his store to the Union Shop Stewards within one (1) week after the new employee reports to work. Stewards shall give the new employee a copy of the contract and shall explain its operation. The Shop Steward may answer any questions the new employee asks him. They may request the new employee to join the Union and may make arrangements for the new employee to become a member.

16.4 The Union shall furnish to the Employer a complete list of Shop Stewards which shall be amended from time to time as may be necessary. The Employer agrees to grant two (2) days of paid leave each calendar year for each store, for Steward Training and Education, however, in no event shall more than two (2) Stewards be granted leave on any one (1) day or any Steward receive more than one (1) day leave for training and education per calendar year. The Union must notify the Employer at least two (2) weeks in advance thereof. The Shop Steward must upon returning from the leave present the Store Manager with written evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended.

ARTICLE 17 Health and Welfare

17.1 The Employer agrees that it is bound by, and assents to the terms of, the FELRA & UFCW Health and Welfare Fund ("Fund"), the Agreement and Declaration of Trust of the Fund, and the decisions made by the Trustees in accordance with the Declaration of Trust.

17.2 The Funds shall be governed by Boards of Trustees consisting of equal numbers to be designated by the Food Employers' Labor Relations Association and the Union.

17.3 The Employer will make monthly contributions in amounts determined by the Board of Trustees of the Fund, so as to maintain current and existing health and welfare benefits (as established in the negotiations of March, 2008) and further to provide a three (3) month financial reserve. Monthly contributions will be made on behalf of each employee who received compensation from the Employer during said month. Any change in contributions shall be preceded by a thirty (30) day written notice from the Board of Trustees to the Employer.

17.4 The contributions provided for in this Agreement shall be in lieu of any obligation on the part of the Employer to provide any Health and Welfare benefits other than those provided by the Trust Agreement and Plan governing the Funds.

17.5 It is understood and agreed that the benefits referred to herein shall be such as to allow the Employer an income tax deduction for the contribution paid hereunder.

17.6 It is agreed that all questions involving Health and Welfare not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing each plan.

17.7 There shall be separate calculations of the cost of providing health and welfare benefits, severance benefits, legal benefits, and scholarship benefits under the Fund.

17.8 Health & Welfare Benefits – Plan I

A. For Full-time and Part-time Grocery and Meat Employees hired prior to October 23, 1983, and Full-time and Part-time Non-Food Employees hired prior to August 28, 1977, the Employer shall make contributions to the FELRA and UFCW Health and Welfare Fund (hereinafter referred to as the “Fund”) Plan I, in accordance with Article 17.2 above.

17.9 Health & Welfare Benefits – Plan X

A. For Full-time employees hired on or before March 30, 2004, the Employer shall make contributions to the FELRA and UFCW Health and Welfare Fund (hereinafter referred to as the “Fund”) Plan X, in accordance with Section 17.2 above. The contribution by the Employer will commence with the first full payroll month following the completion of twelve (12) months continuous employment with the Employer.

B. For Part-time employees hired on or before March 30, 2004, the Employer shall make contributions to the Fund Plan X, in accordance with Section 17.2 above. The contribution by the Employer will commence with the first full payroll month following the completion of twelve (12) months of continuous employment with the Employer.

C. Appropriate part-time food, non-food and service clerks hired on or before March 30, 2004, may be eligible for Plan X dependent coverage by submitting a request to the Fund office pursuant to Fund rules. The monthly premium to be paid by the employee shall be twenty percent (20%) the monthly premium to be paid by the Employer shall be eighty percent (80%).

17.10 Health & Welfare Benefits – Plan XX

A. For Full-time employees hired after March 30, 2004, the Employer shall make contributions to the Fund Plan XX, in accordance with Section 17.2 above. The contribution will commence with the first full payroll month following the completion of twelve (12) months of continuous employment with the Employer.

B. Full-time employees shall be eligible for Group A benefits after completion of twelve (12) months of continuous employment, and shall be eligible to receive Group B benefits after completion of fifteen (15) months of continuous employment. Full-time employees shall be eligible to receive the Plan X level of benefits after completion of six (6) years of continuous employment.

C. For Part-time employees hired after March 30, 2004, the Employer shall make contributions to the Fund Plan XX, in accordance with Section 17.2 above. The contribution will commence with the first full payroll month following the completion of fifteen (15) months of continuous employment with the Employer.

D. Part-time employees shall be eligible for Group A benefits after completion of eighteen (18) months of continuous employment and shall be eligible to receive Group B benefits after completion of thirty (30) months continuous employment. Part time employees are not eligible for dependent coverage. Coverage for part-time employees shall be secondary if the employee is covered under another plan. Part-time employees shall be eligible to receive the Plan X level of benefits after completion of six (6) years of continuous employment.

E. Employees hired after March 30, 2008 shall be obligated to pay the following co-premium unless a higher co-premium applies under the terms of the applicable plan effective with the month in which coverage by the FELRA and UFCW Health and Welfare Fund starts. Although such employees are obligated to pay such co-premiums, it shall be the employer's responsibility to collect the co-premiums from the employee. The employer shall pay to the Fund the full monthly contribution due on behalf of each eligible employee, regardless of whether the employee actually elects a coverage.

\$ 5.00 – Individual
\$10.00 – Individual + 1
\$15.00 – Family

Employees choosing not to pay the premium co-pay of \$5.00/\$10.00/\$15.00 per week for health & welfare will not be entitled to benefits.

17.11 Legal Benefits

A. The Employer agrees that it is bound by, and assents to the terms of, the FELRA & UFCW Legal Benefits Fund ("Fund"), the Agreement and Declaration of Trust of the Fund, and the decisions made by the Trustees in accordance with the Declaration of Trust.

B. Effective January 1, 2008, the Employer shall continue to make contributions to the United Food and Commercial Workers Union and FELRA Legal Benefits Fund (hereinafter referred to as the "Fund") in the amount of seventeen dollars and fifty cents (\$17.50) per month, plus the cost of administration, for each appropriate employee who is on the Employer's payroll on the first day of each month. The monthly contribution by the Employer will commence with the first full payroll week of the month following the completion of eighteen (18) months of continuous employment with the Employer.

C. The Welfare Fund will maintain a separate accounting of the assets and liabilities attributable to the provision of legal benefits under the Welfare Fund and such separate account shall be referred to as the "United Food and Commercial Workers and Food Employers Labor Relations Association Legal Benefits Fund."

D. Effective January 1, 2009, the Employer shall increase such contribution to eighteen dollars and twenty five cents (\$18.25) per month, plus the cost of administration.

Effective January 1, 2010, the Employer shall increase such contribution to eighteen dollars and seventy five cents (\$18.75) per month, plus the cost of administration.

Effective January 1, 2011, the Employer shall increase such contribution to nineteen dollars and twenty five cents (\$19.25) per month, plus the cost of administration.

Effective January 1, 2012, the Employer shall increase such contribution to nineteen dollars and seventy five cents (\$19.75) per month, plus the cost of administration.

E. It is understood and agreed that the benefits referred to herein shall be such as to allow the Employer an income tax deduction for the contribution paid hereunder.

F. It is agreed that all questions involving legal benefits not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Welfare Fund and the Legal Benefits Plan.

17.12 Severance Benefits

A. The Welfare Fund will maintain a separate accounting of the assets and liabilities attributable to the provision of severance benefits under the Welfare Fund and such separate account shall be referred to as the "United Food and Commercial Workers and Food Employers Labor Relations Association Severance Fund."

B. The Severance Fund and Plan shall be governed by the Board of Trustees of the Welfare Fund and supervised by a committee of the Severance Fund.

C. It is understood and agreed that the benefits referred to herein shall be such as to allow the Employer an income tax deduction for the contribution paid hereunder.

D. It is agreed that all questions involving severance benefits not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Welfare Fund and Severance Plan.

E. The Employer shall make contributions, if required, so as to maintain current and existing benefits (as established in the negotiations of March, 2000).

F. Employees hired in eligible severance classifications through March 25, 2000, shall be eligible for benefits under the Severance Fund. Severance benefits for such Employee shall be based on Service Credit calculated in accordance with the Severance Plan.

G. Solely for the purposes of entitlement to benefits under the UFCW & FELRA Severance Plan, a leave of absence under Section 13.1 or 13.4 of the collective bargaining agreement shall be deemed a Separation of Service under the UFCW & FELRA Severance Plan after completion of one year of leave of absence. This change shall not affect the employee's right to leave or reemployment following such leave.

17.13 Scholarship Benefits

A. The Welfare Fund will maintain a separate accounting of the assets and liabilities attributable to the provision of scholarship benefits under the Welfare Fund and such separate account shall be referred to as the “United Food and Commercial Workers and Food Employers Labor Relations Association Scholarship Fund.”

B. The Scholarship Fund shall be governed by the Board of Trustees of the Welfare Fund.

C. It is understood and agreed that the benefits referred to herein shall be such as to allow the Employer an income tax deduction for the contribution paid hereunder.

D. It is agreed that all questions involving scholarship benefits not specifically set forth herein shall be determined by the provisions of the Agreement and Declaration of Trust governing the Welfare Fund and the Scholarship Plan.

ARTICLE 18 Pension

18.1 The Employer agrees that it is bound by, and assents to the terms of, the FELRA & UFCW Pension Fund (“Fund”), the Agreement and Declaration of Trust of the Fund, and the decisions made by the Trustees in accordance with the Declaration of Trust.

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

18.3 The parties have agreed to increase the contribution rates to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund in advance of the application of the Pension Protection Act of 2006 (“PPA”) as outlined in the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund Appendix (Appendix II) attached hereto and made a part here of this agreement.

18.4 It is understood and agreed that the Pension Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service, so as to allow the Employer an income tax deduction for the contribution paid hereunder.

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

ARTICLE 19
Joint Labor Management Committee

The Union and the Association agree to continue to fund with Employer contributions as agreed upon by the Union and Employers a joint labor-management committee for the purposes of improving labor-management relationships, improving job security, enhancing economic development and monitoring the conditions of those engaged in the retail food industry. The Union agrees to provide the Company with population data for Safeway, Super Fresh and Shoppers Food Warehouse in order to calculate each Employer's proportionate share, based on their respective population, of a total contribution to the Joint Labor Management Committee of \$200,000 on April 1 of each year of the contract.

ARTICLE 20
Voluntary Check-off of Union Fees & Deductions

20.1 Dues Deductions - The Employer agrees to deduct Union dues, the initiation fee and authorized assessments from the weekly wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization to do so. Such deductions shall be made by the Employer each payroll period, from the wages of employees. The Employer shall forward such payroll deductions to the Secretary-Treasurer of the Union weekly, indicating the employee's name, social security number and the amount deducted for each employee. The Employer shall make every effort to include in the identifying information concerning the deductions the date for which the deductions were made, regular dues, additional amounts deducted to repay shortages in dues paid due to absences, and initiation fees.

20.2 The Employer agrees to deduct one dollar (\$1.00) per week and remit monthly to the Local Union's Active Ballot Club from employees who are members and who have signed deduction authorization cards.

20.3 Those Employers who do not currently have a Credit Union agree to honor the AFL-CIO Employees Federal Credit Union deduction authorization.

Credit Union deductions shall be remitted to the AFL-CIO Employees Federal Credit Union weekly.

20.4 The Employer agrees that it will utilize current computer capabilities to electronically transfer dues, initiation fees, credit union deductions as well as updated employee information to the Union. The parties agree that they will cooperate with one another to accomplish this objective. This will not increase administrative costs.

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

ARTICLE 21
Grievances and Arbitration

21.1 Should a controversy, dispute or disagreement arise during the period of this Agreement concerning the interpretation of the provisions of this Agreement, except that liability for wage claims shall not be subject to arbitration unless involving a disputed interpretation of the provisions of the Agreement, there shall be no cessation or stoppage of work or lockout because of such controversy, dispute or disagreement, but the difference shall be adjusted in the following manner.

21.2 Upon receipt of notice from either party, the representative of the Employer and the representative of the Union shall, within three (3) days, commence discussion in an attempt to reach a settlement of the controversy.

21.3 If the matter is not amicably settled under 21.2 above, then either party may, on giving five (5) days notice to the other party:

1. Submit the matter to the Federal Mediation and Conciliation Service for a list of fifteen (15) arbitrators and the parties shall select therefrom one (1) arbitrator as follows: Each of the parties shall strike one (1) name from the list until a last name remains, each of the parties drawing lots to determine who shall be entitled to the first strike. It is agreed the arbitrator selected shall be a member of the National Academy of Arbitrators.
2. The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local or of the International or which may in any way affect or change the Union Security Clause, nor shall the arbitrator have the authority to effect a change in, modify, or amend any of the provisions of this Agreement or to make decisions or provisions covering wages or working conditions to be incorporated either in a new Agreement or any subsequent annual Agreement, except as hereinafter provided.
3. In the event that one (1) party should fail to make their selection of arbitrators within two (2) weeks after receipt of notification by the other party that their choices have been submitted, then the first choice of the selecting party shall be binding on the non-selecting party.
4. In the further event, should one (1) party fail to participate in the scheduled arbitration proceeding, the other party may proceed unilaterally and the decision of the arbitrator shall be final and binding upon all parties.
5. The Employer and the Union agree that they will exchange necessary information to prepare for arbitration.
6. The decision of the Arbitrator shall be final and binding on both parties.

21.4 The provisions of no strike or lockout shall not be binding on either party if the other fails to abide by the decision of the arbitrator. The expenses of the arbitrator shall be borne equally by both the Employer and the Union.

21.5 All complaints must be filed, in writing, within thirty (30) days after occurrence of the matter in dispute or disagreement, provided that any complaints in reference to dismissal must be filed, in writing, to the Employer within ten (10) days from the date of dismissal. Complaints not filed within the limits herein specified shall have no right of appeal by any party involved.

21.6 During the consideration of such difference or misunderstanding, neither party shall use any coercive or retaliatory measures to compel the other party to accede to its demands.

21.7 Since it is the desire of the parties to expedite the handling of all grievances, they therefore agree that the time limits prescribed must be followed, unless agreed to by the Union and the Employer. The party failing to move forward as required shall be deemed to have withdrawn the grievance. All notices required herein shall be in writing.

ARTICLE 22 Military Service

The Employer will comply with the applicable laws of the United States concerning the reemployment of persons leaving the military service of the United States. At the time an employee leaves for military service, he shall receive whatever vacation pay is due him. The application of this provision will comply with the Uniformed Services Employment and Reemployment Rights Act. Upon return from military service, the employee shall assume his original employment date and be entitled to his pro-rata vacation.

ARTICLE 23 No Strikes or Lockouts

There will be no strikes or lockouts during the existence of this Agreement. The Union agrees that during such time it will not order, but will use every effort to prevent a concerted cessation of work by any of the employees of the Employer for any reason;

Except for:

- (1) Refusal to comply with the arbitration machinery set forth herein, or
- (2) Refusal to comply with the decision of the Board of Arbitration, or
- (3) Failure to reach an agreement in the negotiation of wages, hours and working conditions provided for in Article 3, paragraph 3.2 herein above. Nothing herein contained shall compel any employee to walk through a picket line, provided the picket line has the sanction of his own International Union.

APPENDIX I

With the exception of the items listed below, the text of the contract will apply to those employees hired prior to October 23, 1983 (except as otherwise provided):

6.11 Work performed on any of the holidays specified in Article 12 shall be compensated for at the rate of twice the employee's regular rate of pay, which shall be in addition to the straight time pay provided for the holiday. Work performed on Sunday shall be compensated for at double the employee's rate of straight time pay. All terms and conditions of this Agreement shall apply to work performed on Sundays and holidays.

8.2 Courtesy clerks will be paid four (4) hours for legal holidays provided for in Article 12, including Easter Monday.

Courtesy clerks shall be entitled to the same fringe benefit package as they were eligible for in the 1980-1983 Agreement.

12.1 Employees shall receive Easter Monday in addition to those holidays listed in Article 12.1.

Work may be performed on any of the holidays listed in Article 12.1 and such work shall be compensated at double the employee's straight time rate of pay, which shall be over and above the regular straight time rate of pay as provided.

12.2 (A) Employees on the payroll as of January 1, 1978, shall receive five (5) days off with pay. Employees hired after January 1, 1978, shall receive one (1) personal day off with pay for each ten (10) weeks of service up to a maximum of five (5) days per anniversary year.

17.8 For Full-time and Part-time Non-Food Employees hired after August 28, 1977 and prior to October 23, 1983 and Full-time and Part-time Courtesy Clerk hired prior to October 23, 1983, the Employer shall make contributions to the FELRA and UFCW Health and Welfare Fund (hereinafter referred to as the "Fund") Plan X, in accordance with Article 17 of the collective bargaining agreement.

APPENDIX II

A. FOOD EMPLOYERS LABOR RELATIONS ASSOCIATION AND UNITED FOOD AND COMMERCIAL WORKERS PENSION FUND

1. Since the parties have agreed to increase the contribution rates to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund in advance of the application of the Pension Protection Act of 2006 (“PPA”), it is the parties’ intent that the statutory surcharges under the PPA not increase the contribution rates beyond the amounts the employer is intended to pay. This subsection shall be construed and implemented consistent with that intent. If the Fund is certified to be in Critical Status, as that term is defined in Section 305(b)(2) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), for the 2008 Plan Year, and the Employer is obligated to pay to the Fund the 5% statutory surcharge effective upon thirty days notice to the Employer from the Fund that the surcharge is applicable, and a 10% surcharge effective January 1, 2009, the following contribution rates will apply.

Tier One Full-Time Meat and Grocery Employees Hired Before 10/30/83 and Tier One Full-Time Non-Food Employees Hired Before 8/28/77

Monthly rate as of 4/1/08	Monthly rate as of the date the 5% statutory surcharge is first applied	Monthly rate as of 1/1/09	Monthly rate as of 4/1/09	Monthly rate as of 4/1/10	Monthly rate as of 4/1/11
\$730.50	\$695.71	\$664.09	\$793.21	\$922.35	\$1,051.48

Tier One Part-Time Meat and Grocery Employees Hired Before 10/30/83 and Tier One Part-Time Non-Food Employees Hired Before 8/28/77

Monthly rate as of 4/1/08	Monthly rate as of the date the 5% statutory surcharge is first applied	Monthly rate as of 1/1/09	Monthly rate as of 4/1/09	Monthly rate as of 4/1/10	Monthly rate as of 4/1/11
\$270.46	\$257.58	\$245.87	\$293.68	\$341.49	\$389.30

Tier Two Full-Time and Part-Time Employees

Hourly rate as of 3/30/08	Hourly rate as of the date the 5% statutory surcharge is first applied	Hourly rate as of 1/4/09	Hourly rate as of 3/29/09	Hourly rate as of 3/28/10	Hourly rate as of 3/27/11
\$1.08	\$1.02	\$0.98	\$1.17	\$1.36	\$1.55

Tier One Full-Time Non-Food Employees hired between March 1, 1964, and August 28, 1977

Monthly rate as of 4/1/08	Monthly rate as of the date the 5% statutory surcharge is first applied	Monthly rate as of 1/1/09	Monthly rate as of 4/1/09	Monthly rate as of 4/1/10	Monthly rate as of 4/1/11
\$452.74	\$431.18	\$411.58	\$491.61	\$571.64	\$651.67

2. In the event that, for any reason, the statutory surcharges described in Section 1 do not apply to employer contributions to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund, Section A of this Agreement shall not apply, and the following contribution rates will apply.

Tier One Full-Time Meat and Grocery Employees Hired Before 10/30/83 and Tier One Full-Time Non-Food Employees Hired Before 8/28/77

Effective April 1, 2008, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$730.50 per month for each month worked by the appropriate employee.

Effective April 1, 2009, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$872.54 per month for each month worked by the appropriate employee.

Effective April 1, 2010, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$1,014.59 per month for each month worked by the appropriate employee.

Effective April 1, 2011, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$1,156.63 per month for each month worked by the appropriate employee.

Tier One Part-Time Meat and Grocery Employees Hired Before 10/30/83 and Tier One Part-Time Non-Food Employees Hired Before 8/28/77

Effective April 1, 2008, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$270.46 per month for each month worked by the appropriate employee.

Effective April 1, 2009, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$323.05 per month for each month worked by the appropriate employee.

Effective April 1, 2010, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$375.64 per month for each month worked by the appropriate employee.

Effective April 1, 2011, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$428.23 per month for each month worked by the appropriate employee.

Tier Two Full-Time and Part-Time Employees (Excluding Non-Food Employees Hired between 8/28/77 and 10/30/83)

Effective March 30, 2008, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$1.08 per hour for each regular straight time hour worked by the appropriate employee. Contributions shall be made for each new employee beginning with the first full month following the completion of twelve months of continuous employment with the Employer.

Effective March 29, 2009, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$1.29 per hour for each regular straight time hour worked by the appropriate employee.

Effective March 28, 2010, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$1.50 per hour for each regular straight time hour worked by the appropriate employee.

Effective March 27, 2011, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$1.71 per hour for each regular straight time hour worked by the appropriate employee.

Tier One Full-Time Non-Food Employees hired between March 1, 1964, and August 28, 1977

Effective April 1, 2008, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$452.74 per month for each month worked by the appropriate employee.

Effective April 1, 2009, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$540.78 per month for each month worked by the appropriate employee.

Effective April 1, 2010, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$628.81 per month for each month worked by the appropriate employee.

Effective April 1, 2011, the Employer shall contribute to the Food Employers Labor Relations Association and United Food and Commercial Workers Pension Fund the sum of \$716.84 per month for each month worked by the appropriate employee.

B. UNITED FOOD AND COMMERCIAL WORKERS UNIONS AND PARTICIPATING EMPLOYERS PENSION FUND

Effective March 30, 2008 through the expiration of this Agreement, the Employer shall contribute to the United Food and Commercial Workers Unions and Participating Employers Pension Fund the sum of \$0.30 per hour for each Tier Two full-time non-food employee hired between 8/28/77 and 10/30/83 and each Tier Two part-time non-food employee hired between 8/28/77 and 10/30/83.

APPENDIX III

HEALTH & WELFARE CONTRIBUTIONS

The Health & Welfare contributions as of April 1, 2009 are as follows:

	<u>FULL TIME</u>	<u>PART TIME</u>
PLAN I	\$ 2,159.00	\$ 2,132.00
PLAN X	\$ 720.00	\$ 363.00
PLAN X – part time dependent		\$ 974.00
PLAN XX	\$ 351.00	\$ 97.00

These rates shall change during the term of the Agreement pursuant to Article 17, Health & Welfare.

SCHEDULE "A"
 EMPLOYEES HIRED PRIOR OCTOBER 23, 1983
 AT OR ABOVE THE LISTED WAGE RATE WILL RECEIVE THE FOLLOWING
 ACROSS-THE-BOARD (ACB) WAGE INCREASE AS LISTED BELOW

Effective	Effective	Effective	Effective
<u>3/30/08</u>	<u>3/29/09</u>	<u>3/28/10</u>	<u>3/27/11</u>
\$.40/hr	\$.35/hr	\$.35/hr	\$.40/hr

CLASSIFICATION

FULL TIME / PART TIME	ASSISTANT MANAGER, BAKERY MANAGER, PHARMACY FLOOR MANAGER, GROCERY MANAGER, PRODUCE MANAGER, MEAT MANAGER, SEAFOOD MANAGER, DAIRY/DELI MANAGER, FRONT END MANAGER, ASSISTANT FRONT END MANAGER
FULL TIME / PART TIME	FOOD CLERK, WEIGHER & WRAPPER, DAIRY/DELI CLERK, SEAFOOD CLERK, COOK, STEWARD, APPRENTICE MEAT CUTTER
FULL TIME / PART TIME	FIRST CUTTER, JOURNEYMAN MEAT CUTTER
FULL TIME / PART TIME	GM & PHARMACY CLERK, PORTER, BAKERY CLERK
FULL TIME / PART TIME	PHARMACY TECHNICIAN*

*Company Certified Pharmacy Technicians shall receive an additional \$.25 per hour premium.

Effective	Effective	Effective	Effective
<u>3/30/08</u>	<u>3/29/09</u>	<u>3/28/10</u>	<u>3/27/11</u>
COURTESY CLERK \$.20/hr	\$.15/hr	\$.15/hr	\$.20/hr

On October 1, 2000, employees with four (4) or more years of service as of October 1, 2000, received an additional ten cents (\$.10) per hour increase.

SCHEDULE "B"
 EMPLOYEES HIRED AFTER OCTOBER 23, 1983 AND PRIOR TO MARCH 21, 1996
 AT OR ABOVE THE LISTED WAGE RATE WILL RECEIVE THE FOLLOWING
 ACROSS-THE-BOARD (ACB) WAGE INCREASE AS LISTED BELOW

	Effective <u>3/30/08</u> \$.40/hr	Effective <u>3/29/09</u> \$.35/hr	Effective <u>3/28/10</u> \$.35/hr	Effective <u>3/27/11</u> \$.40/hr
<u>CLASSIFICATION</u>				
ASSISTANT MGR.	\$20.40	\$20.40	\$20.40	\$20.40
GROCERY & PRODUCE MGR.	\$19.90	\$19.90	\$19.90	\$19.90
MEAT MGR.	\$20.65	\$20.65	\$20.65	\$20.65
PHARMACY FLOOR MGR.	\$18.89	\$18.89	\$18.89	\$18.89
SEAFOOD MGR.	\$18.30	\$18.30	\$18.30	\$18.30
DAIRY/DELI MANAGER	\$19.90	\$19.90	\$19.90	\$19.90
BAKERY MGR.	\$18.89	\$18.89	\$18.89	\$18.89
FIRST CUTTER	\$19.90	\$19.90	\$19.90	\$19.90
JOURNEYMAN MEATCUTTER	\$19.65	\$19.65	\$19.65	\$19.65
FRONT END MANAGER	\$18.89	\$18.89	\$18.89	\$18.89
ASSISTANT FRONT END MANAGER	\$15.85	\$15.85	\$15.85	\$15.85

Top of the scale increases will apply to the employee but shall result in all of the above classification rates remaining the same.

	Effective <u>3/30/08</u> \$.40/hr	Effective <u>3/29/09</u> \$.35/hr	Effective <u>3/28/10</u> \$.35/hr	Effective <u>3/27/11</u> \$.40/hr
<u>CLASSIFICATION</u>				
APPRENTICE MEATCUTTER	\$18.23	\$18.58	\$18.93	\$19.33
FOOD CLERK	\$18.23	\$18.58	\$18.93	\$19.33
WEIGHER/WRAPPER	\$18.23	\$18.58	\$18.93	\$19.33
SEAFOOD CLERK	\$18.23	\$18.58	\$18.93	\$19.33
DAIRY/DELI CLERK	\$18.23	\$18.58	\$18.93	\$19.33
COOK	\$18.73	\$19.08	\$19.43	\$19.83
STEWARD	\$17.73	\$18.08	\$18.43	\$18.83
GM & PHARMACY CLERK	\$13.75	\$14.10	\$14.45	\$14.85
PHARMACY TECH*	\$14.25	\$14.60	\$14.95	\$15.35

*Company Certified Pharmacy Technicians shall receive an additional \$.25 per hour premium.

SCHEDULE "B" (continued)
 EMPLOYEES HIRED AFTER OCTOBER 23, 1983 AND PRIOR TO MARCH 21, 1996
 AT OR ABOVE THE LISTED WAGE RATE WILL RECEIVE THE FOLLOWING
 ACROSS-THE-BOARD (ACB) WAGE INCREASE AS LISTED BELOW

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$.30/hr	\$.25/hr	\$.25/hr	\$.30/hr
SERVICE CLERK	\$12.85	\$13.10	\$13.35	\$13.65

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$.20/hr	\$.15/hr	\$.15/hr	\$.20/hr
COURTESY CLERK	\$ 9.55	\$ 9.70	\$ 9.85	\$10.05

PROMOTIONS

When an employee is promoted to a higher classification the employee's pay rate shall progress to the next higher wage rate in the new classification and thereafter progress through the remaining progression as follows:

FULL TIME & PART TIME FOOD CLERK,
 WEIGHER/WRAPPER, SEAFOOD CLERK, DAIRY/DELI CLERK

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
Start	\$ 9.75	\$ 9.75	\$ 9.75	\$ 9.75
After 6 mos.	\$10.55	\$10.55	\$10.55	\$10.55
After 12 mos.	\$15.38	\$15.38	\$15.38	\$15.38
After 18 mos.	\$18.23	\$18.58	\$18.93	\$19.33

FULL TIME & PART TIME COOK

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
Start	\$ 9.75	\$ 9.75	\$ 9.75	\$ 9.75
After 6 mos.	\$10.25	\$10.25	\$10.25	\$10.25
After 12 mos.	\$11.25	\$11.25	\$11.25	\$11.25
After 18 mos.	\$11.75	\$11.75	\$11.75	\$11.75
After 24 mos.	\$18.73	\$19.08	\$19.43	\$19.83

SCHEDULE "B" (continued)
EMPLOYEES HIRED AFTER OCTOBER 23, 1983 AND PRIOR TO MARCH 21, 1996

PROMOTIONS (cont.)

FULL TIME & PART TIME STEWARD

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
Start	\$10.25	\$10.25	\$10.25	\$10.25
After 6 mos.	\$10.75	\$10.75	\$10.75	\$10.75
After 12 mos.	\$17.73	\$18.08	\$18.43	\$18.83

APPRENTICE MEAT CUTTER

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
Start	\$10.00	\$10.00	\$10.00	\$10.00
After 6 mos.	\$11.05	\$11.05	\$11.05	\$11.05
After 12 mos.	\$18.23	\$18.58	\$18.93	\$19.33

FULL TIME & PART TIME COURTESY CLERK

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$ 9.55	\$ 9.70	\$ 9.85	\$10.05

FULL TIME & PART TIME SERVICE CLERK

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$12.85	\$13.10	\$13.35	\$13.65

FULL TIME & PART TIME GM & PHARMACY CLERK

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$13.75	\$14.10	\$14.45	\$14.85

FULL TIME & PART TIME PHARMACY TECHNICIAN*

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
PHARMACY TECH*	\$14.25	\$14.60	\$14.95	\$15.35

*Company Certified Pharmacy Technicians shall receive an additional \$.25 per hour premium.

SCHEDULE "B" (continued)
EMPLOYEES HIRED AFTER OCTOBER 23, 1983 AND PRIOR TO MARCH 21, 1996

PREMIUMS

Service Clerks who spend 50% or more of their time on porter duties will receive top service clerk rates.

Service Clerks working Salad Bar will receive a twenty-five cent (\$.25) per hour premium for such work.

One person shall be designated as Lead Person in the Salad Bar and will receive a fifty cent (\$.50) per hour premium for such work.

The Lead Person (designated by the Employer) in Bulk Food will receive a twenty-five cent (\$.25) per hour premium for such work.

The Second Person (designated by the Employer) in the Dairy/Deli and Produce Departments will receive a twenty-five cent (\$.25) per hour premium for such work.

All of the premium rates under Schedule "B" shall be paid for all holiday and vacation hours and shall be paid for all hours worked on Sunday and holidays, but will not be used in the computation of overtime or Sunday and holiday premiums.

On October 1, 2000, employees with four (4) or more years of service as of October 1, 2000, received an additional ten cents (\$.10) per hour increase.

SCHEDULE "C"
EMPLOYEES HIRED AFTER MARCH 21, 1996 IN THE FOLLOWING
CLASSIFICATIONS WILL RECEIVE THE FOLLOWING
ACROSS-THE-BOARD (ACB) WAGE INCREASE AS LISTED BELOW

	Effective <u>3/30/08</u> \$.40/hr	Effective <u>3/29/09</u> \$.35/hr	Effective <u>3/28/10</u> \$.35/hr	Effective <u>3/27/11</u> \$.40/hr
<u>CLASSIFICATION</u>				
ASSISTANT MGR.	\$20.40	\$20.40	\$20.40	\$20.40
GROCERY & PRODUCE MGR.	\$19.90	\$19.90	\$19.90	\$19.90
MEAT MGR.	\$20.65	\$20.65	\$20.65	\$20.65
PHARMACY FLOOR MGR.	\$18.89	\$18.89	\$18.89	\$18.89
SEAFOOD MGR.	\$18.30	\$18.30	\$18.30	\$18.30
DAIRY/DELI MANAGER	\$19.90	\$19.90	\$19.90	\$19.90
BAKERY MGR.	\$18.89	\$18.89	\$18.89	\$18.89
FIRST CUTTER	\$19.90	\$19.90	\$19.90	\$19.90
JOURNEYMAN MEATCUTTER	\$19.65	\$19.65	\$19.65	\$19.65
FRONT END MANAGER	\$18.89	\$18.89	\$18.89	\$18.89
ASSISTANT FRONT END MANAGER	\$15.85	\$15.85	\$15.85	\$15.85

Top of the scale increases will apply to the employee but shall result in all of the above classification rates remaining the same.

SCHEDULE "C"
EMPLOYEES HIRED AFTER MARCH 21, 1996 AND PRIOR TO MARCH 30, 2004
AT OR ABOVE THE LISTED WAGE RATE WILL RECEIVE THE FOLLOWING
ACROSS-THE-BOARD (ACB) WAGE INCREASE AS LISTED BELOW

	Effective <u>3/30/08</u> \$.40/hr	Effective <u>3/29/09</u> \$.35/hr	Effective <u>3/28/10</u> \$.35/hr	Effective <u>3/27/11</u> \$.40/hr
<u>CLASSIFICATION</u>				
APPRENTICE MEATCUTTER	\$15.25	\$15.60	\$15.95	\$16.35
FOOD CLERK	\$14.75	\$15.10	\$15.45	\$15.85
WEIGHER/WRAPPER	\$14.75	\$15.10	\$15.45	\$15.85
SEAFOOD CLERK	\$14.75	\$15.10	\$15.45	\$15.85
DAIRY/DELI CLERK	\$14.75	\$15.10	\$15.45	\$15.85
COOK	\$15.25	\$15.60	\$15.95	\$16.35
STEWARD	\$14.25	\$14.60	\$14.95	\$15.35
GM & PHARMACY CLERK	\$12.15	\$12.50	\$12.85	\$13.25
PHARMACY TECH*	\$12.65	\$13.00	\$13.35	13.75

*Company Certified Pharmacy Technicians shall receive an additional \$.25 per hour premium.

SCHEDULE "C" (continued)
 EMPLOYEES HIRED AFTER MARCH 21, 1996 AND PRIOR TO MARCH 30, 2004
 AT OR ABOVE THE LISTED WAGE RATE WILL RECEIVE THE FOLLOWING
 ACROSS-THE-BOARD (ACB) WAGE INCREASE AS LISTED BELOW

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$.30/hr	\$.25/hr	\$.25/hr	\$.30/hr
SERVICE CLERK	\$11.25	\$11.50	\$11.75	\$12.05

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$.20/hr	\$.15/hr	\$.15/hr	\$.20/hr
COURTESY CLERK	\$ 9.05	\$ 9.20	\$ 9.35	\$ 9.55

PROMOTIONS

When an employee is promoted to a higher classification the employee's pay rate shall progress to the next higher wage rate in the new classification and thereafter progress through the remaining progression as follows:

FULL TIME & PART TIME FOOD CLERK,
 WEIGHER/WRAPPER, SEAFOOD CLERK, DAIRY/DELI CLERK

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
0 to 3 months	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10
3 to 6 months	\$ 9.35	\$ 9.35	\$ 9.35	\$ 9.35
6 to 9 months	\$ 9.60	\$ 9.60	\$ 9.60	\$ 9.60
9 to 12 months	\$ 9.85	\$ 9.85	\$ 9.85	\$ 9.85
12 to 15 months	\$10.10	\$10.10	\$10.10	\$10.10
After 15 months	\$14.75	\$15.10	\$15.45	\$15.85

FULL TIME & PART TIME COOK

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
0 to 3 months	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10
3 to 6 months	\$ 9.35	\$ 9.35	\$ 9.35	\$ 9.35
6 to 9 months	\$ 9.60	\$ 9.60	\$ 9.60	\$ 9.60
9 to 12 months	\$ 9.85	\$ 9.85	\$ 9.85	\$ 9.85
12 to 15 months	\$10.10	\$10.10	\$10.10	\$10.10
15 to 18 months	\$10.35	\$10.35	\$10.35	\$10.35
18 to 21 months	\$10.60	\$10.60	\$10.60	\$10.60
After 21 months	\$15.25	\$15.60	\$15.95	\$16.35

SCHEDULE "C" (continued)
EMPLOYEES HIRED AFTER MARCH 21, 1996 AND PRIOR TO MARCH 30, 2004

PROMOTIONS (cont.)

FULL TIME & PART TIME STEWARD

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
0 to 3 months	\$ 9.10	\$ 9.10	\$ 9.10	\$ 9.10
3 to 6 months	\$ 9.35	\$ 9.35	\$ 9.35	\$ 9.35
6 to 9 months	\$ 9.60	\$ 9.60	\$ 9.60	\$ 9.60
After 9 months	\$14.25	\$14.60	\$14.95	\$15.35

FULL TIME & PART TIME APPRENTICE MEAT CUTTER

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
0 to 3 months	\$ 9.35	\$ 9.35	\$ 9.35	\$ 9.35
3 to 6 months	\$10.00	\$10.00	\$10.00	\$10.00
6 to 9 months	\$11.00	\$11.00	\$11.00	\$11.00
After 9 months	\$15.25	\$15.60	\$15.95	\$16.35

FULL TIME & PART TIME COURTESY CLERK

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$ 9.05	\$ 9.20	\$ 9.35	\$ 9.55

FULL TIME & PART TIME SERVICE CLERK

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$11.25	\$11.50	\$11.75	\$12.05

FULL TIME & PART TIME GM & PHARMACY CLERK

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$12.15	\$12.50	\$12.85	\$13.25

FULL TIME & PART TIME PHARMACY TECHNICIAN*

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$12.65	\$13.00	\$13.35	13.75

*Company Certified Pharmacy Technicians shall receive an additional \$.25 per hour premium.

SCHEDULE "C" (continued)
EMPLOYEES HIRED AFTER MARCH 21, 1996 AND PRIOR TO MARCH 30, 2004

PREMIUMS

Service Clerks who spend 50% or more of their time on Porter duties will receive top Service Clerk rates.

Service Clerks working Salad Bar will receive a twenty-five cent (\$.25) per hour premium for such work.

One person shall be designated as Lead Person in the Salad Bar and will receive a fifty cent (\$.50) per hour premium for such work.

The Lead Person (designated by the Employer) in Bulk Food will receive a twenty-five cent (\$.25) per hour premium for such work.

The Second Person (designated by the Employer) in the Dairy/Deli and Produce Departments will receive a twenty-five cent (\$.25) per hour premium for such work.

All of the premium rates under Schedule "C" shall be paid for all holiday and vacation hours and shall be paid for all hours worked on Sunday and holidays, but will not be used in the computation of overtime or Sunday and holiday premiums.

On October 1, 2000, employees with four (4) or more years of service as of October 1, 2000, received an additional ten cents (\$.10) per hour increase.

SCHEDULE "C-1"
EMPLOYEES HIRED AFTER MARCH 30, 2004 AND PRIOR TO APRIL 1, 2008

Current employees who were hired after March 30, 2004 but prior to April 1, 2008, had the option to make a one-time individual choice to continue on the current "C-1" wage progression until its conclusion, or to slot over to the "C-1 Revised" wage progression.

The following wage increases shall be paid to employees at or above the top of the scale as of the effective date of the increase, but shall result in the top of the scale contract progression rate remaining unchanged.

ALL CLASSIFICATIONS EXCEPT SERVICE CLERK & COURTESY CLERK

Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
\$.40/hr	\$.35/hr	\$.35/hr	\$.40/hr

FULL TIME & PART TIME SERVICE CLERKS:

Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
\$.30/hr	\$.25/hr	\$.25/hr	\$.30/hr

FULL TIME & PART TIME COURTESY CLERKS:

Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
\$.20/hr	\$.15/hr	\$.15/hr	\$.20/hr

**FOOD CLERK, WEIGHER/WRAPPER,
SEAFOOD, DAIRY/DELI CLERK**

0 to 520 hours	\$ 6.60
521 to 1040 hours	\$ 6.85
1041 to 1560 hours	\$ 7.10
1561 to 2080 hours	\$ 7.35
2081 to 2600 hours	\$ 7.60
2601 to 3120 hours	\$ 7.85
3121 to 3640 hours	\$ 8.10
3641 to 4160 hours	\$ 8.35
4161 to 4680 hours	\$ 8.60
4681 to 5200 hours	\$ 8.85
5201 to 5720 hours	\$ 9.10
5721 to 6240 hours	\$ 9.35
6241 to 6760 hours	\$ 9.60
6761 to 7280 hours	\$ 9.85
7281 to 7800 hours	\$10.10
After 7800 hours	\$14.35
After 7800 hours, eff 4/1/08	\$14.50

COOK

0 to 520 hours	\$ 7.10
521 to 1040 hours	\$ 7.35
1041 to 1560 hours	\$ 7.60
1561 to 2080 hours	\$ 7.85
2081 to 2600 hours	\$ 8.10
2601 to 3120 hours	\$ 8.35
3121 to 3640 hours	\$ 8.60
3641 to 4160 hours	\$ 8.85
4161 to 4680 hours	\$ 9.10
4681 to 5200 hours	\$ 9.35
5201 to 5720 hours	\$ 9.60
5721 to 6240 hours	\$ 9.85
6241 to 6760 hours	\$10.10
6761 to 7280 hours	\$10.35
7281 to 7800 hours	\$10.60
After 7800 hours	\$14.85

SCHEDULE "C-1" (cont.)
EMPLOYEES HIRED AFTER MARCH 30, 2004 AND PRIOR TO APRIL 1, 2008

STEWARD

0 to 520 hours	\$ 6.10
521 to 1040 hours	\$ 6.35
1041 to 1560 hours	\$ 6.60
1561 to 2080 hours	\$ 6.85
2081 to 2600 hours	\$ 7.10
2601 to 3120 hours	\$ 7.35
3121 to 3640 hours	\$ 7.60
3641 to 4160 hours	\$ 7.85
4161 to 4680 hours	\$ 8.10
4681 to 5200 hours	\$ 8.35
5201 to 5720 hours	\$ 8.60
5721 to 6240 hours	\$ 8.85
6241 to 6760 hours	\$ 9.10
6761 to 7280 hours	\$ 9.35
7281 to 7800 hours	\$ 9.60
After 7800 hours	\$13.85

SERVICE CLERK

0 to 520 hours	\$ 6.10
521 to 1040 hours	\$ 6.25
1041 to 1560 hours	\$ 6.40
1561 to 2080 hours	\$ 6.55
2081 to 2600 hours	\$ 6.70
2601 to 3120 hours	\$ 6.85
3121 to 3640 hours	\$ 7.00
3641 to 4160 hours	\$ 7.15
4161 to 4680 hours	\$ 7.30
4681 to 5200 hours	\$ 7.50
5201 to 5720 hours	\$ 7.75
After 5720 hours	\$10.95
After 5720 hours, eff 4/1/08	\$11.00

APPRENTICE MEATCUTTER

0 to 520 hours	\$ 7.35
521 to 1040 hours	\$ 7.60
1041 to 1560 hours	\$ 7.85
1561 to 2080 hours	\$ 8.25
2081 to 2600 hours	\$ 8.70
2601 to 3120 hours	\$ 9.35
3121 to 3640 hours	\$10.00
3641 to 4160 hours	\$11.00
After 4160 hours	\$14.85

COURTESY CLERK

0 to 520 hours	\$ 5.50
521 to 1040 hours	\$ 5.65
1041 to 1560 hours	\$ 5.80
1561 to 2080 hours	\$ 5.95
2081 to 2600 hours	\$ 6.10
2601 to 3120 hours	\$ 6.25
3121 to 3640 hours	\$ 6.40
3641 to 4160 hours	\$ 6.75
After 4160 hours	\$ 8.85

PHARMACY TECHNICIAN*

0 to 520 hours	\$ 6.85
521 to 1040 hours	\$ 7.00
1041 to 1560 hours	\$ 7.15
1561 to 2080 hours	\$ 7.30
2081 to 2600 hours	\$ 7.45
2601 to 3120 hours	\$ 7.60
3121 to 3640 hours	\$ 7.75
3641 to 4160 hours	\$ 7.90
4161 to 4680 hours	\$ 8.05
4681 to 5200 hours	\$ 8.25
5201 to 5720 hours	\$ 8.50
After 5720 hours	\$12.25
After 5720 hours, eff 4/1/08	\$12.40

GM & PHARMACY CLERK

0 to 520 hours	\$ 6.35
521 to 1040 hours	\$ 6.50
1041 to 1560 hours	\$ 6.65
1561 to 2080 hours	\$ 6.80
2081 to 2600 hours	\$ 6.95
2601 to 3120 hours	\$ 7.10
3121 to 3640 hours	\$ 7.25
3641 to 4160 hours	\$ 7.40
4161 to 4680 hours	\$ 7.55
4681 to 5200 hours	\$ 7.75
5201 to 5720 hours	\$ 8.00
After 5720 hours	\$11.75
After 5720 hours, eff 4/1/08	\$12.00

*Company Certified Pharmacy Technicians shall receive an additional \$.25 per hour premium.

SCHEDULE "C-1" (continued)
EMPLOYEES HIRED AFTER MARCH 30, 2004 AND PRIOR TO APRIL 1, 2008

PREMIUMS

Service Clerks who spend 50% or more of their time on Porter duties will receive top Service Clerk rates.

Service Clerks working Salad Bar will receive a twenty-five cent (\$.25) per hour premium for such work.

One person shall be designated as Lead Person in the Salad Bar and will receive a fifty cent (\$.50) per hour premium for such work.

The Lead Person (designated by the Employer) in Bulk Food will receive a twenty-five cent (\$.25) per hour premium for such work.

The Second Person (designated by the Employer) in the Dairy/Deli and Produce Departments will receive a twenty-five cent (\$.25) per hour premium for such work.

All of the premium rates under Schedule "C-1" shall be paid for all holiday and vacation hours and shall be paid for all hours worked on Sunday and holidays, but will not be used in the computation of overtime or Sunday and holiday premiums.

SCHEDULE "C-1 REVISED"
EMPLOYEES HIRED ON OR AFTER APRIL 1, 2008

The following wage increases shall be paid to employees at or above the top of the scale as of the effective date of the increase, but shall result in the top of the scale contract progression rate remaining unchanged.

ALL CLASSIFICATIONS EXCEPT SERVICE CLERK & COURTESY CLERK

Effective	Effective	Effective	Effective
<u>3/30/08</u>	<u>3/29/09</u>	<u>3/28/10</u>	<u>3/27/11</u>
\$.40/hr	\$.35/hr	\$.35/hr	\$.40/hr

FULL TIME & PART TIME SERVICE CLERKS:

Effective	Effective	Effective	Effective
<u>3/30/08</u>	<u>3/29/09</u>	<u>3/28/10</u>	<u>3/27/11</u>
\$.30/hr	\$.25/hr	\$.25/hr	\$.30/hr

FULL TIME & PART TIME COURTESY CLERKS:

Effective	Effective	Effective	Effective
<u>3/30/08</u>	<u>3/29/09</u>	<u>3/28/10</u>	<u>3/27/11</u>
\$.20/hr	\$.15/hr	\$.15/hr	\$.20/hr

**FOOD CLERK, WEIGHER/WRAPPER,
SEAFOOD, DAIRY/DELI CLERK**

COOK

0 to 30 days	\$	7.60		0 to 30 days	\$	8.25
31 to 60 days	\$	7.75		31 to 60 days	\$	8.35
61 to 120 days	\$	7.90		61 to 120 days	\$	8.40
121 days to 1040 hrs	\$	8.10		121 days to 1040 hrs	\$	8.60
1041 to 1560 hrs	\$	8.35		1041 to 1560 hrs	\$	8.85
1561 to 2080 hrs	\$	8.50		1561 to 2080 hrs	\$	9.00
2081 to 2600 hrs	\$	8.75		2081 to 2600 hrs	\$	9.25
2601 to 3120 hrs	\$	9.00		2601 to 3120 hrs	\$	9.50
3121 to 3640 hrs	\$	9.25		3121 to 3640 hrs	\$	9.75
3641 to 4160 hrs	\$	9.50		3641 to 4160 hrs	\$	10.00
4161 to 4680 hrs	\$	9.75		4161 to 4680 hrs	\$	10.25
4681 to 5200 hrs	\$	10.00		4681 to 5200 hrs	\$	10.50
5201 to 5720 hrs	\$	10.25		5201 to 5720 hrs	\$	10.75
5721 to 6240 hrs	\$	10.50		5721 to 6240 hrs	\$	11.00
6241 to 6760 hrs	\$	10.75		6241 to 6760 hrs	\$	11.25
6761 to 7280 hrs	\$	11.00		6761 to 7280 hrs	\$	11.50
7281 to 7800 hrs	\$	11.25		7281 to 7800 hrs	\$	11.75
7801 to 8320 hrs	\$	11.50		7801 to 8320 hrs	\$	12.00
8321 to 8840 hrs	\$	12.00		8321 to 8840 hrs	\$	12.50
8841 to 9360 hrs	\$	12.50		8841 to 9360 hrs	\$	13.00
9361 to 9880 hrs	\$	13.00		9361 to 9880 hrs	\$	13.50
9881 to 10400 hrs	\$	13.50		9881 to 10400 hrs	\$	14.00
10401 to 10920 hrs	\$	14.00		10401 to 10920 hrs	\$	14.50
After 10920 hrs	\$	14.50		After 10920 hrs	\$	15.00

SCHEDULE "C-1 REVISED" (continued)
EMPLOYEES HIRED ON OR AFTER APRIL 1, 2008

<u>STEWARD</u>		<u>SERVICE CLERK</u>		Effective <u>3/29/09</u>
0 to 30 days	\$ 8.25	0 to 30 days	\$ 7.25	\$ 7.50
31 to 60 days	\$ 8.35	31 to 60 days	\$ 7.35	\$ 7.60
61 to 120 days	\$ 8.40	61 to 120 days	\$ 7.45	\$ 7.80
121 days to 1040 hrs	\$ 8.60	121 days to 1040 hrs	\$ 7.60	\$ 7.90
1041 to 1560 hrs	\$ 8.75	1041 to 1560 hrs	\$ 7.75	\$ 8.00
1561 to 2080 hrs	\$ 8.90	1561 to 2080 hrs	\$ 7.90	\$ 8.10
2081 to 2600 hrs	\$ 9.10	2081 to 2600 hrs	\$ 8.05	\$ 8.25
2601 to 3120 hrs	\$ 9.25	2601 to 3120 hrs	\$ 8.20	\$ 8.45
3121 to 3640 hrs	\$ 9.40	3121 to 3640 hrs	\$ 8.35	\$ 8.65
3641 to 4160 hrs	\$ 9.55	3641 to 4160 hrs	\$ 8.50	\$ 8.85
4161 to 4680 hrs	\$ 9.75	4161 to 4680 hrs	\$ 8.65	\$ 9.00
4681 to 5200 hrs	\$ 9.90	4681 to 5200 hrs	\$ 8.80	\$ 9.15
5201 to 5720 hrs	\$10.10	5201 to 5720 hrs	\$ 9.00	\$ 9.30
5721 to 6240 hrs	\$10.25	5721 to 6240 hrs	\$ 9.25	\$ 9.45
6241 to 6760 hrs	\$10.45	6241 to 6760 hrs	\$ 9.50	\$ 9.50
6761 to 7280 hrs	\$10.65	6761 to 7280 hrs	\$ 9.75	\$ 9.75
7281 to 7800 hrs	\$10.85	7281 to 7800 hrs	\$ 10.00	\$ 10.00
7801 to 8320 hrs	\$11.00	7801 to 8320 hrs	\$ 10.25	\$ 10.25
8321 to 8840 hrs	\$11.50	8321 to 8840 hrs	\$ 10.50	\$ 10.50
8841 to 9360 hrs	\$12.00	8841 to 9360 hrs	\$ 10.75	\$ 10.75
9361 to 9880 hrs	\$12.50	After 9360 hrs	\$ 11.00	\$ 11.00
9881 to 10400 hrs	\$13.00			
10401 to 10920 hrs	\$13.50			
After 10920 hrs	\$14.00			

<u>APPRENTICE MEATCUTTER</u>		<u>COURTESY CLERK</u>		Effective <u>3/29/09</u>
0 to 520 hrs	\$ 8.00	0 to 30 days	\$ 6.60	\$ 7.30
521 to 1040 hrs	\$ 8.50	31 to 520 hrs	\$ 6.80	\$ 7.50
1041 to 1560 hrs	\$ 9.00	521 to 1040 hrs	\$ 7.00	\$ 7.60
1561 to 2080 hrs	\$ 10.00	1041 to 1560 hrs	\$ 7.25	\$ 7.70
2081 to 2600 hrs	\$ 11.00	1561 to 2080 hrs	\$ 7.50	\$ 7.80
2601 to 3120 hrs	\$ 12.00	2081 to 2600 hrs	\$ 7.70	\$ 7.90
3121 to 3640 hrs	\$ 13.00	2601 to 3120 hrs	\$ 7.90	\$ 8.10
3641 to 4160 hrs	\$ 14.00	3121 to 3640 hrs	\$ 8.00	\$ 8.25
After 4160 hrs	\$ 14.85	3641 to 4160 hrs	\$ 8.10	\$ 8.50
		After 4160 hrs	\$ 8.85	\$ 8.85

SCHEDULE "C-1 REVISED" (continued)
EMPLOYEES HIRED ON OR AFTER APRIL 1, 2008

<u>PHARMACY TECHNICIAN</u> <u>NON-CERTIFIED*</u>		Effective <u>3/29/09</u>	<u>GM & PHARMACY CLERK</u>		Effective <u>3/29/09</u>
0 to 30 days	\$ 7.50	\$ 7.75	0 to 30 days	\$ 7.25	\$ 7.50
31 to 60 days	\$ 7.60	\$ 7.90	31 to 60 days	\$ 7.35	\$ 7.60
61 to 120 days	\$ 7.70	\$ 8.05	61 to 120 days	\$ 7.45	\$ 7.80
121 days to 1040 hrs	\$ 7.85	\$ 8.15	121 days to 1040 hrs	\$ 7.60	\$ 7.90
1041 to 1560 hrs	\$ 8.10	\$ 8.25	1041 to 1560 hrs	\$ 7.75	\$ 8.00
1561 to 2080 hrs	\$ 8.15	\$ 8.35	1561 to 2080 hrs	\$ 7.90	\$ 8.10
2081 to 2600 hrs	\$ 8.30	\$ 8.50	2081 to 2600 hrs	\$ 8.05	\$ 8.25
2601 to 3120 hrs	\$ 8.50	\$ 8.70	2601 to 3120 hrs	\$ 8.25	\$ 8.45
3121 to 3640 hrs	\$ 8.70	\$ 8.90	3121 to 3640 hrs	\$ 8.45	\$ 8.65
3641 to 4160 hrs	\$ 8.90	\$ 9.10	3641 to 4160 hrs	\$ 8.65	\$ 8.85
4161 to 4680 hrs	\$ 9.15	\$ 9.25	4161 to 4680 hrs	\$ 8.90	\$ 9.00
4681 to 5200 hrs	\$ 9.40	\$ 9.45	4681 to 5200 hrs	\$ 9.15	\$ 9.20
5201 to 5720 hrs	\$ 9.65	\$ 9.70	5201 to 5720 hrs	\$ 9.40	\$ 9.45
5721 to 6240 hrs	\$ 9.90	\$ 9.95	5721 to 6240 hrs	\$ 9.65	\$ 9.70
6241 to 6760 hrs	\$ 10.15	\$ 10.20	6241 to 6760 hrs	\$ 9.90	\$ 9.95
6761 to 7280 hrs	\$ 10.45	\$ 10.50	6761 to 7280 hrs	\$ 10.20	\$ 10.25
7281 to 7800 hrs	\$ 10.75	\$ 10.80	7281 to 7800 hrs	\$ 10.50	\$ 10.55
7801 to 8320 hrs	\$ 11.05	\$ 11.10	7801 to 8320 hrs	\$ 10.80	\$ 10.85
8321 to 8840 hrs	\$ 11.35	\$ 11.40	8321 to 8840 hrs	\$ 11.10	\$ 11.15
8841 to 9360 hrs	\$ 11.65	\$ 11.70	8841 to 9360 hrs	\$ 11.40	\$ 11.45
9361 to 9880 hrs	\$ 11.95	\$ 12.00	9361 to 9880 hrs	\$ 11.70	\$ 11.75
After 9880 hrs	\$ 12.25	\$ 12.25	After 9880 hrs	\$ 12.00	\$ 12.00

* Certified Pharmacy Technicians shall receive an additional \$2.00 per hour premium above the Non-Certified Pharmacy Technician rate above.

PREMIUMS

Service Clerks who spend 50% or more of their time on Porter duties will receive top Service Clerk rates.

Service Clerks working Salad Bar will receive a twenty-five cent (\$.25) per hour premium for such work.

One person shall be designated as Lead Person in the Salad Bar and will receive a fifty cent (\$.50) per hour premium for such work.

The Lead Person (designated by the Employer) in Bulk Food will receive a twenty-five cent (\$.25) per hour premium for such work.

The Second Person (designated by the Employer) in the Dairy/Deli and Produce Departments will receive a twenty-five cent (\$.25) per hour premium for such work.

All of the premium rates under Schedule "C-1 Revised" shall be paid for all holiday and vacation hours and shall be paid for all hours worked on Sunday and holidays, but will not be used in the computation of overtime or Sunday and holiday premiums.

SCHEDULE "D"
SAFETY AND HEALTH

The Employer and Union jointly agree to cooperate in continuing a safety program for the purpose of awareness and training of all newly hired employees. Such a program will also include but not be limited to the distribution of educational materials and job awareness of its employees. A more formal training program presentation will be discussed in greater detail within a one (1) year period.

The Employer agrees to provide available statistical information pertaining to occupational injuries and illnesses upon request.

The Employer agrees to provide whatever personal protective equipment is required at no cost to the employee.

The Employer agrees to work jointly with the Union in resolving unsafe conditions or equipment within the employees work area.

Shop Stewards shall be permitted to accompany the government inspector at no loss in pay.

SCHEDULE "E"
NON-FOOD (where applicable)

1. Anyone relieving a Department Manager in non-food for one (1) full week or more shall receive an additional twenty-five dollars (\$25.00) per week for each week of relief.

2. Employees desiring food classification work shall upon completion of one (1) year of service, notify the Employer in writing, with a copy to the Union, during the periods March 1st to March 21st and September 1st to September 21st each year. Such letters shall remain valid for a period of eighteen (18) months.

When openings occur, seniority and ability to perform the new job shall be the determining factors for the transfer. Should the employee fail to satisfactorily perform within the first ninety (90) days of the transfer, he shall be afforded the opportunity to return to a similar non-food classification without loss of seniority.

3. Notwithstanding any other provisions of the Giant Food LLC and United Food and Commercial Workers Union, Local 400 Agreement on food, all present Associate Managers in General Merchandise and Department Heads in General Merchandise now exempt from coverage under the current contract will be continued in the new contract beginning March 21, 1996.

4. Employees in the Satellite Stores may be scheduled to be worked any five (5) of the seven (7) days of the week at straight time pay. On the date of this contract, the specific reference is to Filling Stations, Laundries, Dry Cleaning establishments (not now in operation), Garden Centers, Toy Stores (Christmas only), Car Wash (not now in operation) and Beauty Parlors (not now in operation). A Sunday premium of twenty-five cents (\$.25) per hour will apply to all Sunday hours not already on overtime (past forty (40) hours).

5. All other provisions of the Agreement will apply except as set forth in this Schedule "E".

6. Wearing apparel for the promotions will be worn on a voluntary basis.

SCHEDULE "F"
SERVICE CLERK

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

1. Work shall include job duties of a "non-conventional" nature.
2. Such employee will be guaranteed a minimum of ten (10) hours work per week with a minimum of three (3) hours work per shift.
3. Such employee shall receive three (3) hours of pay for the holidays listed in Article 12.

This will confirm that the duties of a Service Clerk will include the following:

- a) fresh vegetable and fruit juices
- b) fresh peanut butter
- c) salad bar
- d) flower shop
- e) vegetable platters
- f) pizza preparation
- g) health foods
- h) bulk foods
- I) stuffed potato preparation
- j) handling outdoor merchandise display
- k) preparation of quiche
- l) bake off rolls in deli
- m) bakery
- n) porter
- o) make sandwiches
- p) vacuum pack in Deli Express
- q) cook hot food and rotisserie chicken
- r) cut vegetables for prepared foods
- s) party platters

Additional duties of a non-conventional nature may be assigned after agreement between the Company and the Union.

SCHEDULE "G"

VIRGINIA – 227, 228, 229, 231, 232, 233, 234, *235, 237, 242, 243, 249, 250, **251, 252, *256, 257, 261, 262, 740, 741, 742, 743, 744, 745, 747, 748, 749, 750, 751, 752, 753, 754, 756, 757, 758, 759, 760, 761, 762, 763, 765, 766, 767, 768, *770, 771, 773, 775, 777, 778, 779, 780, 781, 783, 785, **786, 788, 789, 790, 791, *793, 794, 795, 797, 798, 799

NORTHWEST WASHINGTON AND MONTGOMERY COUNTY – 106, 122, 125, 127, 132, 135, 139, 150, 151, 152, 161, 169, 192, 196, 198, 301, 312, 313, 314, 319, 320, 327, 328, 329, 336, 350, 354, 357, 362, 366, 368, 378, 379, 383

SOUTHEAST WASHINGTON AND SOUTHERN MARYLAND – 101, 107, 123, 134, 140, 146, 147, 162, 304, 310, 315, 316, 325, 326, 330, 333, 334, 338, 339, 340, 341, 342, 343, 347, 360, 361, 373, 375, 376, 384

* Fredericksburg Seniority for Layoff Store First

** FELRA Employees only

SCHEDULE "H"

DISTRICT #55: 101, 107, 139, 152, 310, 315, 316, 326, 330, 340, 347, 350, 360

DISTRICT #61: 122, 150, 161, 169, 192, 196, 313, 320, 362, 368

DISTRICT #62: 250, 252, 262, 747, 753, 762, 773, 791, 794, 797, 799

DISTRICT #63: 106, 125, 127, 132, 135, 151, 198, 301, 314, 319, 327, 329, 336

DISTRICT #64: 227, 237, 257, 740, 744, 745, 768, 775, 778, 779, 788, 790

DISTRICT #65: 228, 231, 233, 249, 749, 757, 758, 763, 765, 767, 783, 785

DISTRICT #71: 234, 235, 243, 251, 256, 741, 754, 770, 781, 786, 789, 793

DISTRICT #72: 123, 146, 147, 162, 304, 325, 338, 339, 343, 359, 361

DISTRICT #73: 229, 232, 242, 756, 759, 760, 766, 777, 780, 795, 798

DISTRICT #74: 134, 261, 341, 342, 373, 384, 742, 743, 748, 750, 751, 752, 771

DISTRICT #75: 140, 312, 333, 334, 354, 357, 366, 375, 376, 378, 379, 383

FREDERICKSBURG ADDENDUM

Employees Hired After April 15, 1993

With regard to our Fredericksburg area stores, the following exceptions will apply for all staffers hired after April 15, 1993, who are employed in those stores:

Article 5.3: In the event of a layoff, seniority shall apply as listed below:

- A. Fredericksburg Area Stores
- B. District Manager's District
- C. Seniority Area "Virginia" under Schedule "G"
- D. Jurisdiction of Contract

Article 11.1: Full time and part time employees with one (1) or more years of continuous service shall be granted vacation as follows:

<u>Annual Vacation</u>	<u>Pro Rata on Termination</u>
One (1) week uninterrupted after one (1) year	1/12 week for each additional month
Two (2) weeks uninterrupted after seven (7) years	2/12 week for each additional month
Three (3) weeks uninterrupted after thirteen (13) years	3/12 week for each additional month
Four (4) weeks uninterrupted after twenty (20) years	4/12 week for each additional month

Employees Hired After April 15, 2003
In The Following Classifications Will Receive The Following
Across-The-Board (ACB) Wage Increase As Listed Below

	<u>Effective</u> <u>3/30/08</u> \$.40/hr	<u>Effective</u> <u>3/29/09</u> \$.35/hr	<u>Effective</u> <u>3/28/10</u> \$.35/hr	<u>Effective</u> <u>3/27/11</u> \$.40/hr
<u>Produce Manager</u>	\$17.65	\$17.65	\$17.65	\$17.65
<u>Grocery Manager</u>	\$17.65	\$17.65	\$17.65	\$17.65
<u>Bakery Manager</u>	\$15.15	\$15.15	\$15.15	\$15.15
<u>Deli Manager</u>	\$15.15	\$15.15	\$15.15	\$15.15
<u>Seafood Manager</u>	\$15.15	\$15.15	\$15.15	\$15.15
<u>Meat Manager</u>	\$18.42	\$18.42	\$18.42	\$18.42
<u>Pharmacy Floor Manager</u>	\$14.82	\$14.82	\$14.82	\$14.82
<u>Front End Manager</u>	\$18.89	\$18.89	\$18.89	\$18.89
<u>Assistant Front End Manager</u>	\$15.85	\$15.85	\$15.85	\$15.85
<u>Journeyman Meat Cutter</u>	\$17.15	\$17.15	\$17.15	\$17.15
<u>First Cutter</u>	\$17.40	\$17.40	\$17.40	\$17.40

Top of the scale increases will apply to the employee but shall result in all of the above classification rates remaining the same.

FREDERICKSBURG ADDENDUM (continued)

Employees Hired After April 15, 2003 and Prior To August 14, 1996
 In The Following Classifications Will Receive The Following
 Across-The-Board (ACB) Wage Increase As Listed Below

	<u>Effective</u> <u>3/30/08</u> <u>\$.40/hr</u>	<u>Effective</u> <u>3/29/09</u> <u>\$.35/hr</u>	<u>Effective</u> <u>3/28/10</u> <u>\$.35/hr</u>	<u>Effective</u> <u>3/27/11</u> <u>\$.40/hr</u>
<u>FT Food Clerk, Weigher/Wrapper & Apprentice Meat Cutter</u>	\$15.10	\$15.45	\$15.80	\$16.20
<u>PT Food Clerk, Weigher/Wrapper & Apprentice Meat Cutter</u>	\$13.85	\$14.20	\$14.55	\$14.95
<u>FT / PT GM & Pharmacy, Seafood & Dairy/Deli Clerk</u>	\$11.35	\$11.70	\$12.05	\$12.45
<u>FT / PT Pharmacy Technician*</u>	\$11.85	\$12.20	\$12.55	\$12.95
*Company certified pharmacy technicians shall receive an additional \$.25 per hour premium.				
	<u>Effective</u> <u>3/30/08</u> <u>\$.30/hr</u>	<u>Effective</u> <u>3/29/09</u> <u>\$.25/hr</u>	<u>Effective</u> <u>3/28/10</u> <u>\$.25/hr</u>	<u>Effective</u> <u>3/27/11</u> <u>\$.30/hr</u>
<u>Service Clerk</u>	\$10.85	\$11.10	\$11.35	\$11.65
	<u>Effective</u> <u>3/30/08</u> <u>\$.20/hr</u>	<u>Effective</u> <u>3/29/09</u> <u>\$.15/hr</u>	<u>Effective</u> <u>3/28/10</u> <u>\$.15/hr</u>	<u>Effective</u> <u>3/27/11</u> <u>\$.20/hr</u>
<u>Courtesy Clerk</u>	\$ 7.85	\$ 8.00	\$ 8.15	\$ 8.35

PROMOTIONS

When an employee is promoted to a higher classification the employee's pay rate shall progress to the next higher wage rate in the new classification and thereafter progress through the remaining progression as follows:

Full Time Food Clerk, Apprentice Meat Cutter, Weigher/Wrapper

	<u>Effective</u> <u>3/30/08</u>	<u>Effective</u> <u>3/29/09</u>	<u>Effective</u> <u>3/28/10</u>	<u>Effective</u> <u>3/27/11</u>
0 months – 9 months	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00
Thereafter	\$15.10 \$.40/hr	\$15.45 \$.35/hr	\$15.80 \$.35/hr	\$16.20 \$.40/hr

FREDERICKSBURG ADDENDUM (continued)

Employees Hired After April 15, 2003 and Prior To August 14, 1996

PROMOTIONS (cont.)

Part Time Time Food Clerk, Apprentice Meat Cutter, Weigher/Wrapper

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
0 months – 9 months	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Thereafter	\$13.85	\$14.20	\$14.55	\$14.95
	\$.40/hr	\$.35/hr	\$.35/hr	\$.40/hr

Full-Time & Part-Time GM & Pharmacy Clerk/Seafood Clerk/Dairy/Deli Clerk

Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
\$11.35	\$11.70	\$12.05	\$12.45
\$.40/hr	\$.35/hr	\$.35/hr	\$.40/hr

Full-Time & Part-Time Pharmacy Technician*

Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
\$11.85	\$12.20	\$12.55	\$12.95
\$.40/hr	\$.35/hr	\$.35/hr	\$.40/hr

*Company certified pharmacy technicians shall receive an additional \$.25 per hour premium.

Full-Time & Part-Time Service Clerk

Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
\$10.85	\$11.10	\$11.35	\$11.65
\$.30/hr	\$.25/hr	\$.25/hr	\$.30/hr

Courtesy Clerk

Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
\$ 7.85	\$ 8.00	\$ 8.15	\$ 8.35
\$.20/hr	\$.15/hr	\$.15/hr	\$.20/hr

One person shall be designated as Lead Person in the Salad Bar and will receive a fifty cent (\$.50) per hour premium for such work.

On October 1, 2000, employees with four (4) or more years of service as of October 1, 2000, received an additional ten cents (\$.10) per hour increase.

FREDERICKSBURG ADDENDUM (continued)
 Employees Hired After August 14, 1996 and Prior to March 30, 2004

Full-Time Food Clerk/Weigher/Wrapper/Apprentice Meat Cutter

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
0 to 3 months	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
3 to 6 months	\$ 8.25	\$ 8.25	\$ 8.25	\$ 8.25
6 to 9 months	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50
9 to 12 months	\$ 8.75	\$ 8.75	\$ 8.75	\$ 8.75
12 to 15 months	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00
15 to 18 months	\$ 9.50	\$ 9.50	\$ 9.50	\$ 9.50
18 to 21 months	\$10.00	\$10.00	\$10.00	\$10.00
21 to 24 months	\$10.50	\$10.50	\$10.50	\$10.50
24 to 27 months	\$11.00	\$11.00	\$11.00	\$11.00
After 27 months	\$14.75	\$15.10	\$15.45	\$15.85
	\$.40/hr	\$.35/hr	\$.35/hr	\$.40/hr

Part-Time Food Clerk/Weigher/Wrapper/Apprentice Meat Cutter

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
0 to 3 months	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
3 to 6 months	\$ 8.25	\$ 8.25	\$ 8.25	\$ 8.25
6 to 9 months	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50
9 to 12 months	\$ 8.75	\$ 8.75	\$ 8.75	\$ 8.75
12 to 15 months	\$ 9.00	\$ 9.00	\$ 9.00	\$ 9.00
15 to 18 months	\$ 9.25	\$ 9.25	\$ 9.25	\$ 9.25
18 to 21 months	\$ 9.50	\$ 9.50	\$ 9.50	\$ 9.50
21 to 24 months	\$ 9.75	\$ 9.75	\$ 9.75	\$ 9.75
24 to 27 months	\$10.00	\$10.00	\$10.00	\$10.00
After 27 months	\$13.85	\$14.20	\$14.55	\$14.95
	\$.40/hr	\$.35/hr	\$.35/hr	\$.40/hr

Full-Time & Part-Time Seafood Clerk/Dairy/Deli Clerk/GM & Pharmacy Clerk

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
0 to 3 months	\$ 7.95	\$ 7.95	\$ 7.95	\$ 7.95
After 3 months	\$11.35	\$11.70	\$12.05	\$12.45
	\$.40/hr	\$.35/hr	\$.35/hr	\$.40/hr

Full-Time & Part-Time Service Clerk

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
0 to 3 months	\$ 7.95	\$ 7.95	\$ 7.95	\$ 7.95
After 3 months	\$10.85	\$11.10	\$11.35	\$11.65
	\$.30/hr	\$.25/hr	\$.25/hr	\$.30/hr

FREDERICKSBURG ADDENDUM (continued)
 Employees Hired After August 14, 1996 and Prior to March 30, 2004

Pharmacy Technician*

0 to 3 months	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
3 to 6 months	\$ 8.25	\$ 8.25	\$ 8.25	\$ 8.25
6 to 9 months	\$ 8.45	\$ 8.45	\$ 8.45	\$ 8.45
After 9 months	\$11.85	\$12.20	\$12.55	\$12.95
	\$.40/hr	\$.35/hr	\$.35/hr	\$.40/hr

*Company certified pharmacy technicians shall receive an additional \$.25 per hour premium.

Courtesy Clerk

	Effective	Effective	Effective	Effective
	<u>3/30/08</u>	<u>3/29/09</u>	<u>3/28/10</u>	<u>3/27/11</u>
	\$ 7.85	\$ 8.00	\$ 8.15	\$ 8.35
	\$.20/hr	\$.15/hr	\$.15/hr	\$.20/hr

On October 1, 2000, employees with four (4) or more years of service as of October 1, 2000, received an additional ten cents (\$.10) per hour increase.

Employees Hired After March 30, 2004 and Prior to April 1, 2008

Current employees who were hired after March 30, 2004 but prior to April 1, 2008, had the option to make a one-time individual choice to continue on their current wage progression until its conclusion, or to slot over to the wage progression for those hired on or after April 1, 2008.

The following wage increases shall be paid to employees at or above the top of the scale as of the effective date of the increase, but shall result in the top of the scale contract progression rate remaining unchanged.

All Classifications Except Service Clerk & Courtesy Clerk

	Effective	Effective	Effective	Effective
	<u>3/30/08</u>	<u>3/29/09</u>	<u>3/28/10</u>	<u>3/27/11</u>
	\$.40/hr	\$.35/hr	\$.35/hr	\$.40/hr

Full Time & Part Time Service Clerks:

	Effective	Effective	Effective	Effective
	<u>3/30/08</u>	<u>3/29/09</u>	<u>3/28/10</u>	<u>3/27/11</u>
	\$.30/hr	\$.25/hr	\$.25/hr	\$.30/hr

Full Time & Part Time Courtesy Clerks:

	Effective	Effective	Effective	Effective
	<u>3/30/08</u>	<u>3/29/09</u>	<u>3/28/10</u>	<u>3/27/11</u>
	\$.20/hr	\$.15/hr	\$.15/hr	\$.20/hr

FREDERICKSBURG ADDENDUM (continued)

Employees Hired After March 30, 2004 and Prior to April 1, 2008

<u>Full-Time Food Clerk, Weigher/Wrapper, Apprentice Meat Cutter</u>		<u>Part-Time Food Clerk, Weigher/Wrapper, Apprentice Meat Cutter</u>	
0 to 520 hours	\$ 6.50	0 to 520 hours	\$ 6.50
521 to 1040 hours	\$ 6.75	521 to 1040 hours	\$ 6.75
1041 to 1560 hours	\$ 7.00	1041 to 1560 hours	\$ 7.00
1561 to 2080 hours	\$ 7.25	1561 to 2080 hours	\$ 7.25
2081 to 2600 hours	\$ 7.50	2081 to 2600 hours	\$ 7.50
2601 to 3120 hours	\$ 7.75	2601 to 3120 hours	\$ 7.75
3121 to 3640 hours	\$ 8.00	3121 to 3640 hours	\$ 8.00
3641 to 4160 hours	\$ 8.25	3641 to 4160 hours	\$ 8.25
4161 to 4680 hours	\$ 8.50	4161 to 4680 hours	\$ 8.50
4681 to 5200 hours	\$ 8.75	4681 to 5200 hours	\$ 8.75
5201 to 5720 hours	\$ 9.00	5201 to 5720 hours	\$ 9.00
5721 to 6240 hours	\$ 9.50	5721 to 6240 hours	\$ 9.25
6241 to 6760 hours	\$ 10.00	6241 to 6760 hours	\$ 9.50
6761 to 7280 hours	\$ 10.50	6761 to 7280 hours	\$ 9.75
7281 to 7800 hours	\$ 11.00	7281 to 7800 hours	\$10.00
After 7800 hours	\$ 14.35	After 7800 hours	\$13.45
After 7800 hours, eff 4/1/08	\$ 14.50		

<u>Full-Time & Part-Time Seafood Clerk, Dairy/Deli Clerk, GM & Pharmacy Clerk</u>		<u>Full-Time & Part-Time Service Clerk</u>	
0 to 520 hours	\$ 5.50	0 to 520 hours	\$ 5.50
521 to 1040 hours	\$ 5.75	521 to 1040 hours	\$ 5.75
1041 to 1560 hours	\$ 6.00	1041 to 1560 hours	\$ 6.00
1561 to 2080 hours	\$ 6.25	1561 to 2080 hours	\$ 6.25
2081 to 2600 hours	\$ 6.50	2081 to 2600 hours	\$ 6.50
2601 to 3120 hours	\$ 6.75	2601 to 3120 hours	\$ 6.75
3121 to 3640 hours	\$ 7.00	3121 to 3640 hours	\$ 7.00
3641 to 4160 hours	\$ 7.25	3641 to 4160 hours	\$ 7.25
4161 to 4680 hours	\$ 7.50	4161 to 4680 hours	\$ 7.50
4681 to 5200 hours	\$ 7.75	4681 to 5200 hours	\$ 7.75
5201 to 5720 hours	\$ 7.95	5201 to 5720 hours	\$ 7.95
After 5720 hours	\$10.95	After 5720 hours	\$10.55

FREDERICKSBURG ADDENDUM (continued)

Employees Hired After March 30, 2004 and Prior to April 1, 2008

<u>Pharmacy Technician*</u>		<u>Courtesy Clerk</u>	
0 to 520 hours	\$ 6.00	0 to 520 hours	\$ 5.15
521 to 1040 hours	\$ 6.25	521 to 1040 hours	\$ 5.20
1041 to 1560 hours	\$ 6.50	1041 to 1560 hours	\$ 5.25
1561 to 2080 hours	\$ 6.75	1561 to 2080 hours	\$ 5.30
2081 to 2600 hours	\$ 7.00	2081 to 2600 hours	\$ 5.35
2601 to 3120 hours	\$ 7.25	2601 to 3120 hours	\$ 5.50
3121 to 3640 hours	\$ 7.50	3121 to 3640 hours	\$ 5.65
3641 to 4160 hours	\$ 7.75	3641 to 4160 hours	\$ 5.80
4161 to 4680 hours	\$ 8.00	After 4160 hours	\$7.65
4681 to 5200 hours	\$ 8.25		
5201 to 5720 hours	\$ 8.45		
After 5720 hours	\$11.45		

*Company certified pharmacy technicians shall receive an additional \$.25 per hour premium.

Employees Hired On or After April 1, 2008

<u>Part Time Food Clerk, Weigher/Wrapper, & Apprentices</u>		<u>FULL TIME / PART TIME SEAFOOD, DAIRY/DELI, GM & PHARMACY CLERKS</u>	
0 to 30 days	\$ 7.60	0 to 30 days	\$ 7.25
31 to 60 days	\$ 7.75	31 to 60 days	\$ 7.35
61 to 120 days	\$ 7.90	61 to 120 days	\$ 7.45
121 days to 1040 hrs	\$ 8.10	121 days to 1040 hrs	\$ 7.60
1041 to 1560 hrs	\$ 8.35	1041 to 1560 hrs	\$ 7.75
1561 to 2080 hrs	\$ 8.50	1561 to 2080 hrs	\$ 7.90
2081 to 2600 hrs	\$ 8.75	2081 to 2600 hrs	\$ 8.05
2601 to 3120 hrs	\$ 9.00	2601 to 3120 hrs	\$ 8.20
3121 to 3640 hrs	\$ 9.25	3121 to 3640 hrs	\$ 8.35
3641 to 4160 hrs	\$ 9.50	3641 to 4160 hrs	\$ 8.50
4161 to 4680 hrs	\$ 9.75	4161 to 4680 hrs	\$ 8.65
4681 to 5200 hrs	\$ 10.00	4681 to 5200 hrs	\$ 8.80
5201 to 5720 hrs	\$ 10.25	5201 to 5720 hrs	\$ 9.00
5721 to 6240 hrs	\$ 10.50	5721 to 6240 hrs	\$ 9.25
6241 to 6760 hrs	\$ 10.75	6241 to 6760 hrs	\$ 9.50
6761 to 7280 hrs	\$ 11.00	6761 to 7280 hrs	\$ 9.75
7281 to 7800 hrs	\$ 11.25	7281 to 7800 hrs	\$10.00
7801 to 8320 hrs	\$ 11.50	7801 to 8320 hrs	\$10.25
8321 to 8840 hrs	\$ 12.00	8321 to 8840 hrs	\$10.50
8841 to 9360 hrs	\$ 12.50	8841 to 9360 hrs	\$10.75
9361 to 9880 hrs	\$ 13.00	After 9360 hrs	\$11.00
After 9880 hrs	\$ 13.50		

FREDERICKSBURG ADDENDUM (continued)

Employees Hired On or After April 1, 2008

<u>Service Clerks</u>		<u>Courtesy Clerks</u>	
0 to 30 days	\$ 7.25	0 to 30 days	\$ 6.60
31 to 60 days	\$ 7.35	31 to 520 hrs	\$ 6.80
61 to 120 days	\$ 7.45	521 to 1040 hrs	\$ 7.00
121 days to 1040 hrs	\$ 7.60	1041 to 1560 hrs	\$ 7.25
1041 to 1560 hrs	\$ 7.75	1561 to 2080 hrs	\$ 7.50
1561 to 2080 hrs	\$ 7.90	2081 to 2600 hrs	\$ 7.70
2081 to 2600 hrs	\$ 8.05	2601 to 3120 hrs	\$ 7.90
2601 to 3120 hrs	\$ 8.20	3121 to 3640 hrs	\$ 8.00
3121 to 3640 hrs	\$ 8.35	After 3640 hrs	\$ 8.10
3641 to 4160 hrs	\$ 8.50		
4161 to 4680 hrs	\$ 8.65	<u>Courtesy Clerks – New Hires</u>	
4681 to 5200 hrs	\$ 8.80	Effective 7/19/09	
5201 to 5720 hrs	\$ 9.00	0 to 520 hrs	\$ 7.25
5721 to 6240 hrs	\$ 9.25	521 to 1040 hrs	\$ 7.50
6241 to 6760 hrs	\$ 9.50	1041 to 1560 hrs	\$ 7.70
6761 to 7280 hrs	\$ 9.75	1561 to 2080 hrs	\$ 7.90
7281 to 7800 hrs	\$10.00	2081 to 2600 hrs	\$ 8.00
7801 to 8320 hrs	\$10.25	After 2600 hrs	\$ 8.10
After 8320 hrs	\$10.50		

Effective July 19, 2009, Courtesy Clerks earning less than \$7.25 per hour will be increased to \$7.25 per hour and continue to progress in 520 hour increments.

Full Time Food Clerk, Weigher/Wrapper, Apprentice and Full Time and Part Time Pharmacy Technicians hired on or after April 1, 2008 will follow the “C-1 Revised” FELRA Food Clerk scale.

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

The Company recognizes that given the individual lifestyle of each employee, certain work schedules are preferable. In this regard, the Company will make its best effort to consider seniority in the preparation and assignment of work schedules.

The Union recognizes that the needs of the business take first priority.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Washington, DC 20013

Dear Mr. Weiss:

This letter is to confirm our agreement that stores competing against significant nonunion competition within a radius of five miles shall be identified as Zone B stores. Special conditions covering Zone B stores are the following:

- A. The application of Article 3.4 is suspended.
- B. GM/Non-Food Clerks/ Pharmacy Clerks may stock and otherwise handle the following categories of product: foil pans and Baker's Choice section; baby food products; paper napkins; plastic wrap, aluminum foil, wax paper, freezer, storage, lawn, and lunch bags; moist towelettes; paper/plastic plates, cups, napkins, tablecloths, table covers, knives, forks, spoons, straws, and toothpicks; light bulb products; mops, brooms, brushes, sponges, and pails.
- C. The Employer agrees that no current employee will be laid off, reduced or lose hours as result of the application of paragraphs A & B.
- D. The Union agrees that it will consider other contract modifications in severe competitive situations.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

This letter is to confirm our understanding with respect to the special manning requirements for existing, new, and/or remodeled stores featuring gourmet service departments.

1. Executive Chef, Assistant Chef and Host/Hostess will be excluded under Article 3.1.
2. Employees working in the service center and coffee/candy counters will be classified as Service Clerks.
3. Employees assigned to the service meat counter will be classified as Weighers and Wrappers.
4. Food Clerks (regardless of date of hire) assigned to the prepared food/delicatessen area of the store will be paid according to their respective wage scale for Food Clerks.
5. Employees (hired prior to October 10, 1983) assigned to work service center, prepared food/delicatessen, coffee/candy, service meat or delivery will be paid time and one-half (1-1/2) for work performed on Sundays and holidays.
6. Cooks and Stewards may be excluded from the provisions of Articles 6.5 and 6.6.
7. The provisions of Article 2.4 are not applicable.
8. The provisions of Article 5.10 are not applicable.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

This is to confirm our understanding reached during negotiations concerning the application of Article 6.20. Departments are as follows:

Seafood	Grocery	Front End
Flowers	Bulk/Salad/Porter	Meat
Produce	Bakery	Deli-Dairy
Pharmacy		

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

The parties agree on the following principles:

1. Employees may be cross-trained (by seniority) to make themselves available for hours outside of their seniority area, provided the Employer has such a need and the employee expresses such an interest; and
2. There will be no change to the existing seniority conditions in the contract (i.e., maximizing of hours and preferential scheduling) within each of the presently existing seniority areas, however, any cross-trained employee may use their seniority over the least senior employees outside their current seniority area, by classification (i.e., food clerks and service clerks).

The parties further agree that significant issues remain to be resolved concerning the implementation of these principles and they therefore commit to meeting to discuss and reach agreement on an implementation protocol within six (6) months of ratification of the contract.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

The Company may, in its discretion, offer a monetary buyout to Tier I employees and/or Tier II employees under the conditions that the offer is: (a) purely voluntary and for the individual employee to accept or reject at his/her discretion; and (b) without any threat of layoff if that employee rejects the offer.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Washington, DC 20013

Dear Mr. Weiss:

The parties agree that the total projected cost for retiree health benefits shall be reduced on a one time basis by 11.5%, from the March 2008 projected costs. The collective bargaining parties shall agree, within sixty (60) days, on a modified retiree benefit program to accomplish this result.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

This letter is to confirm our agreement regarding the Full-Time Special Schedule (FTSS) which includes Sunday as part of the regularly scheduled work week. Such schedule exists in accordance with the following conditions:

1. Two (2) consecutive days off will be scheduled.
2. Sunday will be worked as part of the regularly scheduled five (5) days (at appropriate premium).
3. Personal holidays, holidays, vacations and other paid time off will be compensated on the basis of the conventional forty (40) hours of pay for a full-time job.
4. Employees who have bid and are working the FTSS will have second priority in future bidding in accordance with Article 5.10.
5. An employee who refuses an offer for the FTSS shall remain on the bid list in accordance with Article 5.10.
6. The number of FTSS cashier positions will be reduced by attrition to two-hundred and fifty (250) and the number of these schedules may only be increased to establish an average of two (2) such schedules per store.
7. Sunday hours will count in the calculation of all benefit plans.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

This letter is to confirm our agreement reached in negotiations of March 2000 that Giant will continue to implement a 401K Plan throughout the term of this agreement.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 28, 2004

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

This letter is to confirm our agreement that an employee entering the meat apprentice program shall maintain his current classification seniority date (for layoff purposes only) during the period of the apprenticeship.

Once the apprenticeship has been completed and the employee has achieved journeyman meatcutter status, his seniority date shall be adjusted to reflect meat department seniority beginning with date of entering the apprenticeship program.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

This letter is to confirm that the Union and the Company agree to discuss and implement certain contract modifications (i.e. split shifts, the application of departments, 4 ten hour shifts and combination day and night shifts) in order to encourage the creation of more full time jobs.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

This letter is to confirm our understanding reached during negotiations that the Company may randomly drug test Pharmacy Technicians in accordance with procedures agreed to by the Union.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

This will confirm that any current Assistant Store Managers who have remained in the bargaining unit shall be covered by the current collective bargaining agreement.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Re: "Tier I" Wages

Dear Mr. Weiss:

This letter is to confirm that for employees hired prior to October 23, 1983 the following wage rates were agreed to by the parties for the contract period of March 29, 2008 through March 31, 2012.

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$.40/hr	\$.35/hr	\$.35/hr	\$.40/hr
<u>CLASSIFICATION</u>				
Assistant Manager	\$20.40	\$20.40	\$20.40	\$20.40
Grocery Manager	\$19.90	\$19.90	\$19.90	\$19.90
Produce Manager	\$19.90	\$19.90	\$19.90	\$19.90
Bakery Manager	\$18.89	\$18.89	\$18.89	\$18.89
Pharmacy Floor Manager	\$18.30	\$18.30	\$18.30	\$18.30
Meat Manager	\$20.65	\$20.65	\$20.65	\$20.65
Deli Manager	\$19.90	\$19.90	\$19.90	\$19.90
Seafood Manager	\$18.41	\$18.41	\$18.41	\$18.41
Full-Time First Cutter	\$19.90	\$19.90	\$19.90	\$19.90
Part-Time First Cutter	\$18.55	\$18.55	\$18.55	\$18.55
Journeyman Meat Cutter	\$19.65	\$19.65	\$19.65	\$19.65
Front End Manager	\$18.89	\$18.89	\$18.89	\$18.89
Assistant Front End Manager	\$15.85	\$15.85	\$15.85	\$15.85

Top of the scale increases will apply to the employee but shall result in all of the above classification rates remaining the same.

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$.40/hr	\$.35/hr	\$.35/hr	\$.40/hr
<u>CLASSIFICATION</u>				
<u>Full Time Food Clerk, Seafood Clerk, Dairy/Deli Clerk, Weigher/Wrapper</u>	\$18.49	\$18.84	\$19.19	\$19.59
<u>Part Time Food Clerk, Seafood Clerk, Dairy/Deli Clerk, Weigher/Wrapper</u>	\$18.23	\$18.58	\$18.93	\$19.33
<u>Full Time / Part Time Porter</u>	\$16.39	\$16.74	\$17.09	\$17.49
<u>Apprentice Meat Cutter</u>	\$18.00	\$18.35	\$18.70	\$19.10

(Tier I Wages cont.)

<u>Full Time Bakery Clerk</u>	\$16.46	\$16.81	\$17.16	\$17.56
<u>Part Time Bakery Clerk</u>	\$16.30	\$16.65	\$17.00	\$17.40
<u>Full Time and Part Time GM & Pharmacy Clerk</u>	\$13.75	\$14.10	\$14.45	\$14.85
<u>Full-Time & Part-Time Pharmacy Technician*</u>	\$14.25	\$14.60	\$14.95	\$15.35

*Company certified pharmacy technicians shall receive an additional \$.25 per hour premium.

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$.20/hr	\$.15/hr	\$.15/hr	\$.20/hr

CLASSIFICATION

<u>Courtesy Clerk</u>	\$ 10.65	\$10.80	\$10.95	\$11.15
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PROMOTIONS

When an employee is promoted to a higher classification the employee's pay rate shall progress to the next higher wage rate in the new classification and thereafter progress through the remaining progression as follows:

Full-Time Clerk

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
Start	\$11.92	\$11.92	\$11.92	\$11.92
After 6 months	\$12.18	\$12.18	\$12.18	\$12.18
After 12 months	\$12.44	\$12.44	\$12.44	\$12.44
After 18 months	\$18.49	\$18.84	\$19.19	\$19.59

Part-Time Clerk

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
Start	\$11.78	\$11.78	\$11.78	\$11.78
After 6 months	\$12.06	\$12.06	\$12.06	\$12.06
After 12 months	\$12.40	\$12.40	\$12.40	\$12.40
After 18 months	\$18.23	\$18.58	\$18.93	\$19.33

Full-Time Bakery Clerk

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
Start	\$10.90	\$10.90	\$10.90	\$10.90
After 6 months	\$16.46	\$16.81	\$17.16	\$17.56

(Tier I Wages cont.)

Part-Time Bakery Clerk

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
Start	\$10.81	\$10.81	\$10.81	\$10.81
After 6 months	\$16.30	\$16.65	\$17.00	\$17.40

Full-Time & Part Time Porter

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$16.39	\$16.74	\$17.09	\$17.49

Full-Time & Part-Time GM & Pharmacy Clerks

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$13.75	\$14.10	\$14.45	\$14.85

Part-Time Apprentice Meat Cutter

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
	\$18.00	\$18.35	\$18.70	\$19.10

Full-Time Apprentice Meat Cutter

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
Start	\$11.78	\$11.78	\$11.78	\$11.78
After 6 months	\$12.18	\$12.18	\$12.18	\$12.18
After 12 months	\$18.00	\$18.35	\$18.70	\$19.10

Full-Time Seafood & Deli Clerk

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
Start	\$11.92	\$11.92	\$11.92	\$11.92
After 6 months	\$12.36	\$12.36	\$12.36	\$12.36
After 12 months	\$12.63	\$12.63	\$12.63	\$12.63
After 18 months	\$18.49	\$18.84	\$19.19	\$19.59

Part-Time Seafood & Deli Clerk

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
Start	\$11.24	\$11.24	\$11.24	\$11.24
After 6 months	\$12.02	\$12.02	\$12.02	\$12.02
After 12 months	\$18.23	\$18.58	\$18.93	\$19.33

(Tier I Wages cont.)

Full-Time Weigher and Wrapper

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
Start	\$11.45	\$11.45	\$11.45	\$11.45
After 6 months	\$11.99	\$11.99	\$11.99	\$11.99
After 12 months	\$12.35	\$12.35	\$12.35	\$12.35
After 18 months	\$18.49	\$18.84	\$19.19	\$19.59

Part-Time Weigher and Wrapper

	Effective <u>3/30/08</u>	Effective <u>3/29/09</u>	Effective <u>3/28/10</u>	Effective <u>3/27/11</u>
Start	\$11.15	\$11.15	\$11.15	\$11.15
After 6 months	\$11.68	\$11.68	\$11.68	\$11.68
After 12 months	\$12.02	\$12.02	\$12.02	\$12.02
After 18 months	\$18.23	\$18.58	\$18.93	\$19.33

- (1) "Red Circle" employees in all classifications shall maintain the existing differential over the scale.
- (2) In each of the Employer's stores in which there is a Bakery Department there shall be one (1) Bakery Clerk designated as Bakery Department Manager.
- (3) Second Person (designated by Employer) in the Dairy/Deli and Produce Departments will receive a twenty-five cent (\$.25) per hour premium for such work.
- (4) On October 1, 2000, employees with four (4) or more years of service as of October 1, 2000, received an additional ten cents (\$.10) per hour increase.
- (5) In any week in which a part time employee works in excess of the hours specified in 6.14, he shall be paid for all hours worked at his appropriate full time hourly rate.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 28, 2004

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

This letter will confirm our understanding with respect to the staffing requirements for stores featuring home meal replacement stations, i.e., Meal Center:

1. A full-time Food Clerk will be assigned to the Meal Center.
2. Service Clerks will perform all work and services in the Meal Center, including cashiering.
3. A sign will be posted in the Meal Center requesting customers to make all other purchases at the front-end registers.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

This letter will confirm that the parties have agreed to address vacation accruals in the following manner:

1. Vacation shall be taken in the year in which it is earned or, at the latest, the following year;
2. Therefore, employees shall be permitted to carry up to one (1) year's worth of vacation accruals at any one time. For instance, employees who earn two (2) weeks per year will be able to post no more than four (4) weeks to their entitlement at any point in time; and
3. It is recognized that there are currently employees who have accrued weeks beyond the above referenced limits. Therefore, it is agreed that during the term of this agreement, said employees must draw down their vacation accruals in order to satisfy the conditions set out in item (2) above.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

This letter is to confirm that the Union and the Company agree to meet and confer in good faith regarding available alternatives should the Internal Revenue Service deny the Trustees' application for a Section 412(e) extension.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

This letter is to confirm our understanding that where Giant voluntarily recognizes Local 400 as the collective bargaining representative of a unit of employees in a store not currently covered by our collective bargaining agreement and places the store under our agreement, it is not necessary for there to be a Dana posting in the store, and therefore there will be none.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

This letter is to confirm our understanding that Christmas will be a voluntary work day. This letter will expire March 31, 2012.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

This letter is to confirm our understanding the parties recognize that the current benefit reserves exceed contract requirements and that the parties will adjust contributions to bring the reserves to, but not below, the three (3) month reserve floor within the first twelve (12) months of the new contract.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

March 29, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Dear Mr. Weiss:

This letter is to confirm our understanding Giant agrees not to hold employees in the progressions due to D.C. Minimum Wage Law, but this will be applied prospectively only (no back pay).

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date

May 12, 2008

Mr. Eric D. Weiss
Vice President of Labor Relations
Giant Food LLC
8301 Professional Place
Landover, MD 20785

Re: DC Wage Scales
2008-2012 Contract

Dear Mr. Weiss:

Due to the minimum wage legislation in the District of Columbia, enclosed please find the wage scales that are in effect under the FELRA contract for those stores operating within the District of Columbia.

We have agreed that effective July 20, 2008 and July 19, 2009, an employee below the applicable minimum rate on the new wage scale, will be raised to the new minimum rate, and shall be placed on the new hire wage scale. Any employees earning the new minimum rate or more, prior to July 20, 2008, will continue to progress on their existing scale.

DC COURTESY CLERK

<u>New Hire</u> <u>Effective 3/30/08</u>	<u>New Hire</u> <u>Effective 7/20/08</u>	<u>New Hire</u> <u>Effective 7/19/09</u>
0 to 520 hours \$ 7.00	0 to 520 hours \$ 7.55	0 to 520 hours \$ 8.25
521 to 1040 hours \$ 7.10	521 to 1040 hours \$ 7.70	521 to 1040 hours \$ 8.40
1041 to 1560 hours \$ 7.25	1041 to 1560 hours \$ 7.85	1041 to 1560 hours \$ 8.55
1561 to 2080 hours \$ 7.40	1561 to 2080 hours \$ 8.00	1561 to 2080 hours \$ 8.65
2081 to 2600 hours \$ 7.55	2081 to 2600 hours \$ 8.15	2081 to 2600 hours \$ 8.75
2601 to 3120 hours \$ 7.70	2601 to 3120 hours \$ 8.25	After 2600 hours \$ 8.85
3121 to 3640 hours \$ 7.85	3121 to 3640 hours \$ 8.40	
3641 to 4160 hours \$ 8.00	3641 to 4160 hours \$ 8.55	
4161 to 4680 hours \$ 8.15	4161 to 4680 hours \$ 8.65	
4681 to 5200 hours \$ 8.25	4681 to 5200 hours \$ 8.75	
5201 to 5720 hours \$ 8.40	After 5200 hours \$ 8.85	
5721 to 6240 hours \$ 8.55		
6241 to 6760 hours \$ 8.65		
6761 to 7280 hours \$ 8.75		
After 7280 hours \$ 8.85		

DC FOOD CLERK

<u>New Hire</u> <u>Effective 3/30/08</u>		<u>New Hire</u> <u>Effective 7/19/09</u>	
0 to 30 days	\$ 7.60	0 to 520 hours	\$ 8.25
31 to 60 days	\$ 7.75	521 to 1040 hours	\$ 8.50
61 to 120 days	\$ 7.90	1041 to 1560 hours	\$ 8.75
121 days to 1040 hours	\$ 8.10	1561 to 2080 hours	\$ 9.00
1041 to 1560 hours	\$ 8.35	2081 to 2600 hours	\$ 9.25
1561 to 2080 hours	\$ 8.50	2601 to 3120 hours	\$ 9.50
2081 to 2600 hours	\$ 8.75	3121 to 3640 hours	\$ 9.75
2601 to 3120 hours	\$ 9.00	3641 to 4160 hours	\$10.00
3121 to 3640 hours	\$ 9.25	4161 to 4680 hours	\$10.25
3641 to 4160 hours	\$ 9.50	4681 to 5200 hours	\$10.50
4161 to 4680 hours	\$ 9.75	5201 to 5720 hours	\$10.75
4681 to 5200 hours	\$10.00	5721 to 6240 hours	\$11.00
5201 to 5720 hours	\$10.25	6241 to 6760 hours	\$11.25
5721 to 6240 hours	\$10.50	6761 to 7280 hours	\$11.50
6241 to 6760 hours	\$10.75	7281 to 7800 hours	\$12.00
6761 to 7280 hours	\$11.00	7801 to 8320 hours	\$12.50
7281 to 7800 hours	\$11.25	8321 to 8840 hours	\$13.00
7801 to 8320 hours	\$11.50	8841 to 9360 hours	\$13.50
8321 to 8840 hours	\$12.00	9361 to 9880 hours	\$14.00
8841 to 9360 hours	\$12.50	After 9880 hours	\$14.50
9361 to 9880 hours	\$13.00		
9881 to 10400 hours	\$13.50		
10401 to 10920 hours	\$14.00		
After 10920 hours	\$14.50		

Effective July 19, 2009, Meat Apprentices shall start at a minimum rate of \$8.25 per hour.

Effective July 20, 2008, employees earning less than \$7.55 per hour will be increased to \$7.55 per hour and continue to progress in 520 hour increments.

Effective July 19, 2009, employees earning less than \$8.25 per hour will be increased to \$8.25 per hour and continue to progress in 520 hour increments.

DC PHARMACY CLERK

<u>New Hire</u>	<u>3/30/08</u>	<u>Slotting Process</u>	<u>7/20/08</u>	<u>3/29/09</u>	<u>New Hire</u>	<u>3/29/09</u>	<u>Slotting Process</u>	<u>7/19/09</u>
0 to 30 days	\$ 7.25	0 to 520 hours	\$ 7.55	\$ 7.80	0 to 30 days	\$ 7.55	0 to 520 hours	\$ 8.25
31 to 60 days	\$ 7.35	521 to 1040 hours	\$ 7.75	\$ 8.00	31 to 60 days	\$ 7.60	521 to 1040 hours	\$ 8.45
61 to 120 days	\$ 7.45	1041 to 1560 hours	\$ 7.90	\$ 8.10	61 to 120 days	\$ 7.80	1041 to 1560 hours	\$ 8.65
121 days to 1040 hours	\$ 7.60	1561 to 2080 hours	\$ 8.05	\$ 8.25	121 days to 1040 hours	\$ 7.90	1561 to 2080 hours	\$ 8.85
1041 to 1560 hours	\$ 7.75	2081 to 2600 hours	\$ 8.25	\$ 8.45	1041 to 1560 hours	\$ 8.00	2081 to 2600 hours	\$ 9.00
1561 to 2080 hours	\$ 7.90	2601 to 3120 hours	\$ 8.45	\$ 8.65	1561 to 2080 hours	\$ 8.10	2601 to 3120 hours	\$ 9.20
2081 to 2600 hours	\$ 8.05	3121 to 3640 hours	\$ 8.65	\$ 8.85	2081 to 2600 hours	\$ 8.25	3121 to 3640 hours	\$ 9.45
2601 to 3120 hours	\$ 8.25	3641 to 4160 hours	\$ 8.90	\$ 9.00	2601 to 3120 hours	\$ 8.45	3641 to 4160 hours	\$ 9.70
3121 to 3640 hours	\$ 8.45	4161 to 4680 hours	\$ 9.15	\$ 9.20	3121 to 3640 hours	\$ 8.65	4161 to 4680 hours	\$ 9.95
3641 to 4160 hours	\$ 8.65	4681 to 5200 hours	\$ 9.40	\$ 9.45	3641 to 4160 hours	\$ 8.85	4681 to 5200 hours	\$10.25
4161 to 4680 hours	\$ 8.90	5201 to 5720 hours	\$ 9.65	\$ 9.70	4161 to 4680 hours	\$ 9.00	5201 to 5720 hours	\$10.55
4681 to 5200 hours	\$ 9.15	5721 to 6240 hours	\$ 9.90	\$ 9.95	4681 to 5200 hours	\$ 9.20	5721 to 6240 hours	\$10.85
5201 to 5720 hours	\$ 9.40	6241 to 6760 hours	\$10.20	\$10.25	5201 to 5720 hours	\$ 9.45	6241 to 6760 hours	\$11.15
5721 to 6240 hours	\$ 9.65	6761 to 7280 hours	\$10.50	\$10.55	5721 to 6240 hours	\$ 9.70	6761 to 7280 hours	\$11.45
6241 to 6760 hours	\$ 9.90	7281 to 7800 hours	\$10.80	\$10.85	6241 to 6760 hours	\$ 9.95	7281 to 7800 hours	\$11.75
6761 to 7280 hours	\$10.20	7801 to 8320 hours	\$11.10	\$11.15	6761 to 7280 hours	\$10.25	After 7800 hours	\$12.00
7281 to 7800 hours	\$10.50	8321 to 8840 hours	\$11.40	\$11.45	7281 to 7800 hours	\$10.55		
7801 to 8320 hours	\$10.80	8841 to 9360 hours	\$11.70	\$11.75	7801 to 8320 hours	\$10.85		
8321 to 8840 hours	\$11.10	After 9360 hours	\$12.00	\$12.00	8321 to 8840 hours	\$11.15		
8841 to 9360 hours	\$11.40				8841 to 9360 hours	\$11.45		
9361 to 9880 hours	\$11.70				9361 to 9880 hours	\$11.75		
After 9880 hours	\$12.00				After 9880 hours	\$12.00		

Effective July 20, 2008, employees earning less than \$7.55 per hour will be increased to \$7.55 per hour and continue to progress in 520 hour increments.

Effective July 19, 2009, employees earning less than \$8.25 per hour will be increased to \$8.25 per hour and continue to progress in 520 hour increments.

DC SERVICE CLERK

<u>New Hire</u>	<u>3/30/08</u>	<u>Slotting Process</u>	<u>7/20/08</u>	<u>3/29/09</u>	<u>New Hire</u>	<u>3/29/09</u>	<u>Slotting Process</u>	<u>7/19/09</u>
0 to 30 days	\$ 7.25	0 to 520 hours	\$ 7.55	\$ 7.80	0 to 30 days	\$ 7.55	0 to 520 hours	\$ 8.25
31 to 60 days	\$ 7.35	521 to 1040 hours	\$ 7.75	\$ 8.00	31 to 60 days	\$ 7.60	521 to 1040 hours	\$ 8.45
61 to 120 days	\$ 7.45	1041 to 1560 hours	\$ 7.90	\$ 8.10	61 to 120 days	\$ 7.80	1041 to 1560 hours	\$ 8.65
121 days to 1040 hours	\$ 7.60	1561 to 2080 hours	\$ 8.05	\$ 8.25	121 days to 1040 hours	\$ 7.90	1561 to 2080 hours	\$ 8.85
1041 to 1560 hours	\$ 7.75	2081 to 2600 hours	\$ 8.20	\$ 8.45	1041 to 1560 hours	\$ 8.00	2081 to 2600 hours	\$ 9.00
1561 to 2080 hours	\$ 7.90	2601 to 3120 hours	\$ 8.35	\$ 8.65	1561 to 2080 hours	\$ 8.10	2601 to 3120 hours	\$ 9.15
2081 to 2600 hours	\$ 8.05	3121 to 3640 hours	\$ 8.50	\$ 8.85	2081 to 2600 hours	\$ 8.25	3121 to 3640 hours	\$ 9.30
2601 to 3120 hours	\$ 8.20	3641 to 4160 hours	\$ 8.65	\$ 9.00	2601 to 3120 hours	\$ 8.45	3641 to 4160 hours	\$ 9.45
3121 to 3640 hours	\$ 8.35	4161 to 4680 hours	\$ 8.80	\$ 9.15	3121 to 3640 hours	\$ 8.65	4161 to 4680 hours	\$ 9.50
3641 to 4160 hours	\$ 8.50	4681 to 5200 hours	\$ 9.00	\$ 9.30	3641 to 4160 hours	\$ 8.85	4681 to 5200 hours	\$ 9.75
4161 to 4680 hours	\$ 8.65	5201 to 5720 hours	\$ 9.25	\$ 9.45	4161 to 4680 hours	\$ 9.00	5201 to 5720 hours	\$10.00
4681 to 5200 hours	\$ 8.80	5721 to 6240 hours	\$ 9.50	\$ 9.50	4681 to 5200 hours	\$ 9.15	5721 to 6240 hours	\$10.25
5201 to 5720 hours	\$ 9.00	6241 to 6760 hours	\$ 9.75	\$ 9.75	5201 to 5720 hours	\$ 9.30	6241 to 6760 hours	\$10.50
5721 to 6240 hours	\$ 9.25	6761 to 7280 hours	\$10.00	\$10.00	5721 to 6240 hours	\$ 9.45	6761 to 7280 hours	\$10.75
6241 to 6760 hours	\$ 9.50	7281 to 7800 hours	\$10.25	\$10.25	6241 to 6760 hours	\$ 9.50	After 7280 hours	\$11.00
6761 to 7280 hours	\$ 9.75	7801 to 8320 hours	\$10.50	\$10.50	6761 to 7280 hours	\$ 9.75		
7281 to 7800 hours	\$10.00	8321 to 8840 hours	\$10.75	\$10.75	7281 to 7800 hours	\$10.00		
7801 to 8320 hours	\$10.25	After 8840 hours	\$11.00	\$11.00	7801 to 8320 hours	\$10.25		
8321 to 8840 hours	\$10.50				8321 to 8840 hours	\$10.50		
8841 to 9360 hours	\$10.75				8841 to 9360 hours	\$10.75		
After 9360 hours	\$11.00				After 9360 hours	\$11.00		

Effective July 20, 2008, employees earning less than \$7.55 per hour will be increased to \$7.55 per hour and continue to progress in 520 hour increments.

Effective July 19, 2009, employees earning less than \$8.25 per hour will be increased to \$8.25 per hour and continue to progress in 520 hour increments.

DC PHARMACY TECHNICIAN*

<u>New Hire</u>	<u>3/30/08</u>	<u>Slotting Process</u>	<u>7/20/08</u>	<u>3/29/09</u>	<u>New Hire</u>	<u>3/29/09</u>	<u>Slotting Process</u>	<u>7/19/09</u>
0 to 30 days	\$ 7.50	0 to 520 hours	\$ 7.80	\$ 8.05	0 to 30 days	\$ 7.80	0 to 520 hours	\$ 8.75
31 to 60 days	\$ 7.60	521 to 1040 hours	\$ 8.00	\$ 8.25	31 to 60 days	\$ 7.85	521 to 1040 hours	\$ 8.95
61 to 120 days	\$ 7.70	1041 to 1560 hours	\$ 8.15	\$ 8.35	61 to 120 days	\$ 8.05	1041 to 1560 hours	\$ 9.15
121 days to 1040 hours	\$ 7.85	1561 to 2080 hours	\$ 8.30	\$ 8.50	121 days to 1040 hours	\$ 8.15	1561 to 2080 hours	\$ 9.35
1041 to 1560 hours	\$ 8.00	2018 to 2600 hours	\$ 8.50	\$ 8.70	1041 to 1560 hours	\$ 8.25	2018 to 2600 hours	\$ 9.50
1561 to 2080 hours	\$ 8.15	2601 to 3120 hours	\$ 8.70	\$ 8.90	1561 to 2080 hours	\$ 8.35	2601 to 3120 hours	\$ 9.70
2018 to 2600 hours	\$ 8.30	3121 to 3640 hours	\$ 8.90	\$ 9.10	2018 to 2600 hours	\$ 8.50	3121 to 3640 hours	\$ 9.95
2601 to 3120 hours	\$ 8.50	3641 to 4160 hours	\$ 9.15	\$ 9.25	2601 to 3120 hours	\$ 8.70	3641 to 4160 hours	\$10.20
3121 to 3640 hours	\$ 8.70	4161 to 4680 hours	\$ 9.40	\$ 9.45	3121 to 3640 hours	\$ 8.90	4161 to 4680 hours	\$10.45
3641 to 4160 hours	\$ 8.90	4681 to 5200 hours	\$ 9.65	\$ 9.70	3641 to 4160 hours	\$ 9.10	4681 to 5200 hours	\$10.75
4161 to 4680 hours	\$ 9.15	5201 to 5720 hours	\$ 9.90	\$ 9.95	4161 to 4680 hours	\$ 9.25	5201 to 5720 hours	\$11.05
4681 to 5200 hours	\$ 9.40	5721 to 6240 hours	\$10.15	\$10.20	4681 to 5200 hours	\$ 9.45	5721 to 6240 hours	\$11.35
5201 to 5720 hours	\$ 9.65	6241 to 6760 hours	\$10.45	\$10.50	5201 to 5720 hours	\$ 9.70	6241 to 6760 hours	\$11.65
5721 to 6240 hours	\$ 9.90	6761 to 7280 hours	\$10.75	\$10.80	5721 to 6240 hours	\$ 9.95	6761 to 7280 hours	\$11.95
6241 to 6760 hours	\$10.15	7281 to 7800 hours	\$11.05	\$11.10	6241 to 6760 hours	\$10.20	7281 to 7800 hours	\$12.25
6761 to 7280 hours	\$10.45	7801 to 8320 hours	\$11.35	\$11.40	6761 to 7280 hours	\$10.50	After 7800 hours	\$12.50
7281 to 7800 hours	\$10.75	8321 to 8840 hours	\$11.65	\$11.70	7281 to 7800 hours	\$10.80		
7801 to 8320 hours	\$11.05	8841 to 9360 hours	\$11.95	\$12.00	7801 to 8320 hours	\$11.10		
8321 to 8840 hours	\$11.35	After 9360 hours	\$12.25	\$12.25	8321 to 8840 hours	\$11.40		
8841 to 9360 hours	\$11.65				8841 to 9360 hours	\$11.70		
9361 to 9880 hours	\$11.95				9361 to 9880 hours	\$12.00		
After 9880 hours	\$12.25				After 9880 hours	\$12.25		

* Certified Pharmacy Technicians shall receive an additional \$2.00 per hour premium above the Non-Certified Pharmacy Technician rate above.

Effective July 20, 2008, employees earning less than \$7.55 per hour will be increased to \$7.55 per hour and continue to progress in 520 hour increments.

Effective July 19, 2009, employees earning less than \$8.25 per hour will be increased to \$8.25 per hour and continue to progress in 520 hour increments.

Please signify your agreement to these revised wage scales by signing in the space provided below and returning one (1) fully executed copy of this letter to my attention.

Sincerely,

C. James Lowthers
President

FOR THE COMPANY:

Eric D. Weiss, Vice President of Labor Relations

Date