



AGREEMENT BETWEEN

**TOPS MARKETS, LLC
ADIRONDACK DIVISION**

AND

**UNITED FOOD AND
COMMERCIAL WORKERS
INTERNATIONAL UNION**

District Union Local One

Effective Date:

OCTOBER 10, 2021

Expiration Date:

OCTOBER 11, 2025



**TOPS MARKETS, LLC
ADIRONDACK DIVISION**

and

**UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION
DISTRICT UNION LOCAL ONE**

EFFECTIVE DATE: **OCTOBER 10, 2021**

EXPIRATION DATE: **OCTOBER 11, 2025**

DEAR UFCW LOCAL ONE MEMBER:

THIS UNION CONTRACT, NEGOTIATED FOR YOU BY UFCW LOCAL ONE AND TOPS MARKETS, LLC-ADIRONDACK DIVISION EMPLOYEES BARGAINING COMMITTEE, CAREFULLY EXPLAINS IN DETAIL ALL OF THE TERMS AND CONDITIONS OF YOUR EMPLOYMENT AND YOUR MANY RIGHTS AND BENEFITS AS A UFCW LOCAL ONE MEMBER.

PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT IS IMPORTANT THAT YOU ARE FULLY AWARE OF YOUR RIGHTS AND BENEFITS AND HOW THEY HELP YOU ON THE JOB.

BESIDES PROVIDING SECURITY, THIS CONTRACT HAS AN EFFICIENT GRIEVANCE PROCEDURE FOR THE ORDERLY AND FAIR SETTLEMENT OF ANY PROBLEMS YOU MAY ENCOUNTER IN THE COURSE OF YOUR EMPLOYMENT.

IF YOU HAVE ANY QUESTIONS REGARDING YOUR RIGHTS OR BENEFITS UNDER THIS AGREEMENT, PLEASE ASK YOUR SHOP STEWARD OR UNION REPRESENTATIVE FOR ASSISTANCE.

SINCERELY AND FRATEERNALLY,

A handwritten signature in black ink, appearing to read "Frank C. Deriso". The signature is written in a cursive style.

FRANK C. DERISO
INTERNATIONAL VICE PRESIDENT
PRESIDENT, UFCW LOCAL ONE

FOR ASSISTANCE ASK YOUR SHOP STEWARD, UNION REPRESENTATIVE OR CALL:

CREDIT UNION
1-800-462-5000

BUFFALO
1-800-421-0120
1-800-733-3140 (PA)
(716) 631-8777

ORISKANY OFFICE
1-800-697-8329
(315) 797-9600

HEALTH CARE & PENSION FUNDS
1-800-959-9497
(315) 797-9600

TOLL FREE NATIONWIDE 1-800-NYS-UFCW E-MAIL: ufcwone@ufcwone.org WEB: www.ufcwone.org

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AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of October, 2021 by and between the TOPS MARKETS (hereinafter known as the Employer or Company) and the UNITED FOOD AND COMMERCIAL WORKERS, DISTRICT UNION LOCAL ONE, affiliated with AFL-CIO, CLC (hereinafter known as the Union or Local).

PREAMBLE

WHEREAS, the above parties desire to maintain harmonious relations, to agree upon wage rates, standards and conditions of employment, to eliminate strikes, lockouts, boycotts, stoppages of work and other forces of industrial disturbances with a view of establishing ways and means for collective bargaining and for arbitration of grievances and disputes.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Company and the Union, acting through their duly authorized representative hereby agree as follows:

ARTICLE 1

RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Union as the sole collective bargaining agent with respect to work, rates of pay, hours and all other terms and conditions of employment for all employees in the appropriate bargaining unit.

1.2 The Employer further recognizes the Union as the bargaining agent within the territorial jurisdiction of the Union for all employees in its future supermarkets d/b/a Tops or any other banner operating under the same common management as Tops Markets, LLC, in all matters concerning wages, hours and conditions of employment, except that this provision shall not apply to any purchaser of the Employer (including any merged partner). Excluded from the bargaining unit are Store Managers, Assistant Store Managers, Grocery Managers, Customer Service Managers (a.k.a. Office Managers or Bookkeepers), Professional Employees, Guards and Supervisors within the meaning of the Labor Management Relations Act of 1947 as amended.

1.3 The Employer further agrees not to recognize, deal with, or enter into contractual relations either orally, or written with any Labor Organization, Agent, Individual, or Group, concerning rates of pay, hours, or other terms and conditions of employment for any employees included in the bargaining unit for the life of this Agreement. For the purpose of this Section, the execution date of this Agreement shall be considered as its effective date.

1.4 In the event the Employer seeks to subcontract, transfer to outside vendors, or eliminate through technological means or new product introduction, work, which is performed by members of the bargaining unit as of the effective date of this agreement, the Employer agrees to meet with the Union to discuss the impact of such changes prior to implementation.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 The operation and management of the Employer's stores, employees of which are covered by this Agreement, including the location, opening and closing of the same, the products to be handled and sold and the supervision of the working force, including but not limited to the right to hire, suspend or discharge for proper cause and the establishment and maintenance of rules for safe and efficient operation, are vested exclusively in the Employer. The Employer retains all its rights and authority except as the same may be specifically abridged or modified in this Agreement.

2.2 The Company agrees to have no more than one (1) Store Manager, two (2) Assistant Store Managers, one (1) Grocery Manager and one (1) Customer Service Manager.

ARTICLE 3

UNION SECURITY

3.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing and those who are not members in good standing and those who are not members on the date on which this Agreement is signed, shall on the thirty-first (31st) day following the date on which this Agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. Good standing shall be defined as the payment or tender of initiation fees, assessments, and/or union dues.

3.2 Any employee who is expelled or suspended from the Union because of nonpayment of initiation fees and dues (including such other obligations to the Union, failure to pay which would make an employee subject to discharge under the Labor-Management Relations Act, 1947) shall be subject to dismissal after notification in writing to the Employer by the Union, provided however, that the employee may have a reasonable time within which to make such payments of initiation fees, dues, and assessments, the failure of payment of which has caused expulsion or suspension.

ARTICLE 4

UNION CHECKOFF

4.1 Upon receipt of proper written authorization from an employee, the Company agrees to deduct from the wages of said employee, and to forward to the General Office of the Union, within fifteen (15) days after the last day of the last payroll period each month, dues, assessments and initiation fees as listed by the Union in duplicate schedules, which shall be furnished to the Company once a month. It is understood that any authorization of payroll deduction shall be voluntary on the part of the employee and may be canceled at yearly intervals or at the termination of this Agreement, whichever occurs first.

4.2 The Union agrees to indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article, except the failure of the Company to forward to the Union, checkoff dues and initiation fees as provided in this Article.

ARTICLE 5

HOURS AND OVERTIME

5.1 a) Regular Work Schedule: Unless otherwise agreed to, the regular work week for full-time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days worked Sunday through Saturday

b) Alternative Work Schedule: On a voluntary basis and by mutual agreement, a full-time employee may be scheduled to work: (I) four (4) ten (10) hour days; (II) three (3) eight (8) hour days, one (1) ten (10) hour day, and one (1) six (6) hour day; or (III) any mutually agreed upon work schedule.

c) Full time employees shall receive one and one half (1 ½) times their regular straight time hourly rate of pay for all hours worked over forty (40) within a work week.

5.2 WORKWEEK PART-TIME EMPLOYEES

a) The basic workweek for part-time employees shall be worked Sunday through Saturday with a minimum guarantee of sixteen (16) hours per week. Employees may request in writing to the Store Manager to work fewer hours to accommodate their own personal schedule. Approval of such requests falls within the sole discretion of the Company. An employee is considered part-time if their regularly scheduled workweek is less than thirty (30) hours including pay for time not worked.

ARTICLE 5 - HOURS AND OVERTIME - CONTINUED

5.3 EMPLOYMENT OF MINORS

When School is in session (day after Labor Day to June 20):

<u>Age of Minor</u>	<u>Daily Hrs. Allowed</u>	<u>Max. Weekly Hours.</u>	<u>Max. Days Per Week</u>	<u>Permitted Hours</u>
15	2.75 hrs. max Monday-Friday	17.75	6	7:15 a.m. 6:45 p.m.
16 & 17	7.75 hrs. max Sat., Sun. 3.75 hrs. max. Monday-Thursday	27.75	6	6:15 a.m. 9:45 p.m.
	7.75 hrs. max. Fri., Sat., Sun. and Holidays			

When school is not in session (June 21 to Labor Day):

<u>Age of Minor</u>	<u>Max. Daily Hrs. Allowed</u>	<u>Max. Weekly Hrs. Allowed</u>	<u>Max. Days Per Week</u>	<u>Permitted Hours</u>
15	7.75 hrs. max. Sunday-Saturday	39.75	6	7:15 a.m. 8:45 p.m.
16 & 17	7.75 hrs. max. Sunday-Saturday	47.75	6	6:15 a.m. 11:45 p.m.

Minimum number of hours worked by a 15 year old when school is in session shall be 13 hours per week.

Minimum number of hours worked by a 16 and 17 year old when school is in session shall be 16 hours per week.

ARTICLE 5 - HOURS AND OVERTIME – CONTINUED

5.4 Prohibited - Minors Use of Power Equipment - Applies to any employee under the age 18 years old. All power equipment is prohibited from being used or cleaned by minors including, but not limited to the following equipment: baler, meat room saw, deli slicer, disposals, etc. All minors are also prohibited from throwing cardboard into the baler. Anyone who violates this policy is subject to disciplinary action.

5.5 Employees working under the “Employment of Minors” language shall receive a scheduled break (Refer to Article 10.5).

5.6 When unscheduled overtime is necessary for full time employees, Management will first solicit volunteers within the appropriate job code who are currently working and are available at the needed time. If there are more volunteers than necessary, the employee with the most seniority will be offered the overtime. If there are not enough volunteers, associates within the job code will be scheduled by inverse seniority within the job code. Other needed employees will be scheduled at management’s discretion. Management reserves the right to balance the staff as needed with experienced employees or those qualified to perform a special job function.

5.7 Overtime scheduled on a weekly basis for full time employees within a department shall be rotated among those desiring such additional hours provided they are qualified to do the work. In the event that volunteers are insufficient, such overtime shall be assigned by inverse seniority.

5.8 The Company will provide a call-in sheet by department that will be posted weekly with the department schedule. Part time employees desiring additional hours need to sign the weekly call-in sheet. If extra help is needed, the Company will call employees on the call-in sheet first for the additional work. The Company will make a good faith effort to distribute additional call-in hours in an equitable manner. It is understood that the Company shall not be required to generate overtime or premium pay as a result of this article.

ARTICLE 6

WORK SCHEDULES

6.1 A work schedule in ink for full-time and part-time employees shall be posted in the Employer's store by 12:00 noon on Friday in advance of the next week. A copy of the work schedule shall be furnished to the Union upon request. The work schedule can be added to but not reduced during the week for which the schedule is posted. The total number of weekly hours provided to each employee shall be enumerated on the schedule.

6.2 Split shifts shall only be permitted if requested by an employee and approved by management.

ARTICLE 6 - WORK SCHEDULES - CONTINUED

6.3 When employees are scheduled to report for work on any day, they shall be guaranteed four (4) hours work that day. Exception: Except when school, store hours or State or Federal regulations make this impossible for part-time employees attending school.

6.4 The Employer agrees to nine (9) hours off between scheduled shifts unless otherwise mutually agreed to between the Company and the employee.

6.5 Any employee, full-time or part-time, who is required to work before or after their regular daily or weekly schedule as posted, shall not be required to take time off that week in order to avoid the application of overtime.

6.6 TRAINING PROGRAMS

When employees are required to attend training programs and/or Company meetings of any type, such time required shall be considered hours worked. If the meeting or training program is held in-store, or less than five (5) miles from an employee's home store, a minimum of two (2) hours paid time (meeting, training program and/or work) shall be provided. If the meeting or training program is held more than five (5) miles from an employee's home store, a minimum of four (4) hours paid time (meeting, training program and/or work) shall be provided

6.7 Except by mutual agreement, no employee shall be scheduled to work more than twelve (12) consecutive days.

ARTICLE 7

HOLIDAYS

7.1 All full-time employees, with thirty (30) days of service, shall receive eight (8) hours pay for the following legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

7.2 Full time employees shall receive a one dollar (\$1.00) per hour premium for work performed on any of the holidays listed in Article 7.1.

ARTICLE 7 - HOLIDAYS - CONTINUED

7.3 All employees must work their scheduled day before the holiday, the holiday if scheduled, and their scheduled day after the holiday to be entitled to holiday pay. It is understood if scheduled on the holiday, this provision still applies for all employees. However, any absences due to the following reasons shall not result in the loss of holiday pay:

- a) Meetings with the Employer and a representative of the Union.
- b) Accident or illness substantiated by medical evidence (if required by the Employer) that employee was unable to work, or
- c) Excused absence by the Employer that is pre-approved prior to the holiday week's schedule being posted as per Article 6 of the labor agreement.

7.4 If one (1) of the holidays above specified falls within the employee's vacation, they shall be granted one (1) additional day's paid vacation.

7.5 During a holiday week, the basic workweek for full-time employees shall be thirty-two (32) hours worked within four (4) days. Overtime at the rate of one and one-half (1 ½) times the regular straight time hourly rate of pay shall be paid after thirty-two (32) hours.

7.6 Part-time employees who work any part of a holiday week shall be paid four (4) hours holiday pay.

7.7 Part time employees shall receive a one dollar (\$1.00) per hour premium for work performed on any of the holidays listed in Article 7.1.

7.8 Part-time holiday pay hours shall not be part of the minimum sixteen (16) hour weekly work schedule.

7.9 All part-time employees hired on or prior to October 6, 2018, shall be eligible for holiday pay after six (6) months of service. All part-time employees hired after October 6, 2018, shall be eligible for holiday pay after one (1) year of service.

7.10 The Company shall make a good faith effort to distribute holiday work evenly among those full-time employees desiring such additional hours provided they are qualified to do the work. In the event that volunteers are insufficient, holiday work shall be assigned by inverse seniority to those qualified to do the work required.

ARTICLE 8

VACATIONS

8.1 a) Full-time employees will receive one (1) week of vacation with pay after one (1) year of continuous full-time service with the Employer, two (2) weeks' vacation with pay after two (2) years of continuous full-time service with the Employer, three (3) weeks' vacation with pay after eight (8) years of continuous full-time service with the Employer and four (4) weeks' vacation with pay after twelve (12) years of continuous full-time service with the Employer.

b) When a part time employee is promoted to full-time, they shall receive one (1) year of full-time credit for every two (2) years of part-time service for the purpose of determining vacation eligibility. Vacation time shall be loaded on employees' anniversary date (date of hire) following promotion to full-time.

8.2 Employees shall accrue vacation benefits based on the following formula:

For every week of service following the employee's anniversary date, the employee will accrue 1/52 of the vacation days noted in paragraph 8.1.

8.3 Absence totaling less than thirteen (13) weeks in any calendar year shall not affect vacation rights. Absence for any reason (excluding Military Service) including but not limited to compensatory illness, illness, injury, maternity leave, personal leave or layoff, totaling more than thirteen (13) weeks in a calendar year shall have the following effect upon vacation accruals earned that year:

a) Absence of more than thirteen (13) weeks, but not over twenty-six (26) weeks, shall reduce vacation accruals and vacation pay by twenty-five percent (25%).

b) Absence of more than twenty-six (26) weeks, but not over thirty-nine (39) weeks, shall reduce vacation accruals and vacation pay by fifty percent (50%).

c) Absence of more than thirty-nine (39) weeks shall disqualify for vacation.

d) Military Service shall not be considered as lost time in computing vacation.

8.4 Notwithstanding the accrual formula noted above, employees may take their vacation during an anniversary year before it is fully accrued. For example, if an employee has been employed more than twelve (12) years and is entitled to four (4) weeks' vacation, the employee may take the four (4) weeks before it is accrued.

ARTICLE 8 – VACATIONS - CONTINUED

8.5 Should an employee's employment terminate for any reason prior to the completion of that anniversary year, the employee who takes vacations "early" will not be obligated to repay the Company the portion of the vacation that was used but not fully accrued. The employee who did not take vacation "early" will be entitled to only the portion of the vacation benefit actually accrued, but unused, as of the date of termination.

8.6 The Employer will continue to post by January 1st of each year a vacation schedule. Employees will have until March 31st of each year to select their preference in scheduling vacations. The Employer must approve all vacation requests by April 15th of each year. Employee hire dates (either full or part-time) shall be used to determine the order of selection. Seniority shall prevail in scheduling a full-time employee's vacation periods. Once a vacation schedule is approved, the Company will abide by said schedule.

8.7 The new part-time vacation schedule, to take effect immediately after ratification:

At 1 years of service (on first anniversary date)	1 week of vacation
At 3 years of service (on third anniversary date)	2 weeks of vacation
At 8 years of service (on eighth anniversary date)	3 weeks of vacation
At 12 years of service (on twelfth anniversary date)	4 weeks of vacation

Vacation will be based on the average hours worked in the preceding fifty-two (52) week period.

Vacations and personal holidays will be clearly disclosed on the employee's account in the pay portal or Kronos as soon as practicable.

8.8 Employees at their option shall be paid their vacation pay prior to their vacation period.

8.9 The Company will make every effort to give employees the option of the Saturday before their vacation as a scheduled day off. The Company will not unreasonably deny such requests by employees.

8.10 The Company will make every effort to grant employees' vacation days one (1) day at a time.

8.11 Vacation may be taken in four (4) hour increments with Management approval, provided that the request is made and approved no later than Thursday of the preceding workweek.

8.12 Vacation shall be enumerated on pay stubs.

8.13 The Company will recognize all Grand Union seniority as well as seniority acquired during prior employment with Tops Markets for vacation entitlement.

ARTICLE 8 – VACATIONS - CONTINUED

8.14 Paid Sick Leave

a. Effective January 1, 2021, employees may take up to fifty-six (56) hours of paid time off benefits (i.e., paid vacation, personal holidays, or accrued paid sick leave) per calendar year for reasons set forth in Section 196-B of the New York State Paid Sick Leave Law (“PSLL”). An employee’s “calendar year” for PSLL purposes shall be determined by the current date/period used for their vacation benefit under this Agreement.

b. Upon an employee’s oral or written request, such employee’s paid vacation and personal holiday benefit provided under Articles 8 and 11 of this Agreement shall be applied to their annual PSLL entitlement, subject to the fifty-six (56) hour annual limit. An employee may use their PSLL entitlement in increments of four (4) hours or more, unless their shift is less than four (4) hours, in which case the employee’s use of paid sick leave will be for the entire shift. Absences covered by the PSLL will be paid at the employee’s base hourly rate of pay. Any restrictions applicable to the use of paid vacation and personal holidays under this Agreement will not apply to an absence covered by the PSLL, subject to the fifty-six (56) hour annual limit and the restrictions of this Article.

c. Up to fifty-six (56) hours of paid time off benefits (i.e., paid vacation, personal holidays, or accrued paid sick leave) may be used for PSLL reasons annually. If an employee does not use fifty-six (56) hours of such paid time off benefits in their calendar year, such employee may, to the extent required by law, carry over the unused balance to the following calendar year. For example, an employee who uses only twenty-four (24) hours of paid time off benefits for PSLL-covered reasons in a calendar year may carry over up to thirty-two (32) hours of unused paid time off benefits to such employee’s next calendar year. However, the carried-over amount may only be used for PSLL reasons. Further, an employee is limited to using fifty-six (56) hours of paid time off benefits pursuant to the PSLL in any single calendar year; thereafter, vacation or personal holidays may still be used for reasons that would otherwise be covered by the PSLL, but only pursuant to the terms of this Agreement.

d. If an employee does not receive fifty-six (56) hours of vacation or personal holidays per year under this Agreement, he or she will accrue one (1) hour of paid sick leave for every thirty (30) hours worked, until his or her total amount of paid time off (i.e., paid vacation and personal holidays plus accrued paid sick leave) equals fifty-six (56) hours over a calendar year.

e. The Company and the Union specifically acknowledge the provisions of the PSLL and that this Article is intended to comply with all requirements of Section 196-B of the New York State Paid Sick Leave Law. The Company and the Union acknowledge and agree that they will promptly meet at the request of either party to discuss and, as necessary, negotiate the impact of any regulations or guidance which may be issued by the New York State Department of Labor or interpretation of the PSLL by a court of competent jurisdiction.

ARTICLE 9

RULES-WORKING AGREEMENT

9.1 The Employer agrees to post on the store bulletin board no rules in conflict with this Agreement or discriminatory to any individual or group of the Employer's employees.

9.2 The Company shall give advance notice to the Union and employees of store closings in accordance with state and federal regulations.

9.3 The Employer shall furnish complete first aid kits in all stores and maintain, make available and make accessible in strategic locations.

9.4 The Company will provide a space on the break room bulletin board at each store where the Union may post notices of Union recreational affairs, social affairs, elections and union meetings for the information of members.

9.5 Physical Examination: Any rule of the Company requiring physical or medical examination will be promptly complied with by members of the Union. The Company will pay the fee for the physical examination, not paid for by the Health Care Fund and may also select the physician who will make the required examination.

9.6 The Employer agrees to abide by all state and federal legislation with regards to lie detectors.

9.7 Company agrees to pay employees for time lost if subpoenaed by the Company to appear on the Company's behalf only.

9.8 The Company will establish training programs to enhance job promotion opportunities.

9.9 It is understood that any medical information provided to the employer shall be treated as confidential as required by applicable law. Provided, however, that such information shall be made available to the Union where the employee authorizes disclosure or where such information is relevant to a grievance filed by the Union.

ARTICLE 10

LUNCH AND REST PERIODS

10.1 All employees shall be entitled to uninterrupted lunch and rest periods.

10.2 The company will make every effort to schedule lunch breaks as close to mid-shift as possible.

ARTICLE 10 - LUNCH AND REST PERIODS - CONTINUED

10.3 A lunch period shall be allowed each day of at least thirty (30) minutes but not more than sixty (60) minutes.

a) Full-time employees scheduled to work six (6) hour shifts will be given a twenty (20) minute paid rest period.

10.4 All full-time employees shall be given a rest period of fifteen (15) minutes before lunch and fifteen (15) minutes after lunch. Employees shall not be given rest periods until they have worked at least two (2) hours. Full-time employees scheduled for a ten (10) hour day shall receive an additional fifteen (15) minute rest period.

10.5 Part-time employees will be granted a fifteen (15) minute rest period if scheduled to work at least four (4) hours. In the event a part-time employee is scheduled six (6) hours, the Employer will schedule one (1) twenty (20) minute rest period at approximately mid-shift in lieu of the above. In the event a part time employee is scheduled to work more than six (6) hours, they shall be provided a lunch period of at least thirty (30) minutes and two (2) fifteen (15) minute rest periods, one (1) before and one (1) after lunch.

10.6 Part-time employees shall not be required to take a rest period until they have worked at least two (2) hours of daily work schedule.

10.7 Employees working under the "Employment of Minors" language shall receive a scheduled break mid-shift of their scheduled daily hours (Refer to Article 5.5 and Article 10.5).

ARTICLE 11

PERSONAL HOLIDAYS

11.1 Full-time employees shall be eligible for personal holidays as follows:

- 1 day after six (6) months service
- 1 additional day after one (1) year of service
- 2 days after two (2) years of service
- 3 days after three (3) years of service
- 4 days after eight (8) years of service

11.2 Part-time employees shall be eligible for personal holidays as follows:

- 1 day after six (6) months service
- 1 additional day after one (1) year of service
- 2 days after two (2) years of service
- 3 days after three (3) years of service

ARTICLE 11 - PERSONAL HOLIDAYS - CONTINUED

11.3 Full-time personal holidays shall be paid on the basis of eight (8) hours each. Part-time personal holidays shall be paid on the basis of four (4) hours each.

11.4 Part-time personal holidays can be taken in four (4), eight (8) or twelve (12) hour increments.

11.5 Employees shall accrue personal day benefits based on the following formula:

For every week of service following the employee's anniversary date, the employee will accrue 1/52 of the personal days noted in paragraphs 11.1 and 11.2.

11.6 Notwithstanding the accrual formula noted above, employees may take their personal holidays during an anniversary year before they are fully accrued. For example, if an employee is entitled to three (3) personal holidays, the employee may take such holidays before such days are accrued.

11.7 Should an employee's employment terminate for any reason prior to the completion of that anniversary year, the employee who takes personal holidays "early" will not be obligated to repay the Company the portion of the personal holidays that were used but not fully accrued. The employee who did not take personal holidays "early" will be entitled only to the portion of the holiday benefit actually accrued, but unused, as of the date of termination.

11.8 Personal holidays may be used to extend vacation but must be scheduled when the vacation is scheduled.

11.9 Unused personal holidays will be paid on the employee's anniversary date.

11.10 Personal holidays may be used for illness.

11.11 Upon one (1) week notice, personal holidays shall be granted and shall not be unreasonably denied. It is understood and agreed that personal holidays will not be granted in any manner that interferes with the normal business operation of the Employer.

11.12 The Company will recognize all Grand Union seniority as well as seniority acquired during prior employment with Tops Markets for personal day entitlement.

11.13 Personal holidays shall be enumerated on pay stubs.

ARTICLE 12

LEAVE OF ABSENCE

12.1 Any employee on the seniority list who is unable to work because of an illness or injury and who furnishes medical certification and a written request thereof shall be granted a leave of absence without pay for a period not to exceed six (6) months. Prior to the date of conclusion of the approved leave of absence, an extension of up to an additional six (6) months will be granted providing the employee requests the extension in writing to the Company and the Union and provides proper medical documentation that additional time off from work is still required. Employee who is granted an extension will not be guaranteed that they would return to the position held prior to going out on the leave of absence but will be placed in an open or new full-time position, which may be another location within reasonable travelling distance, and at the applicable rate of pay for the position. It is the employee's responsibility, while off on leave, to meet with the Store Manager during the first week of each month and provide a status update, along with timely medical documentation that additional time off is still required and if known, a date on which he/she would be able to return to work. Additional extensions may be granted by written agreement between the employee, the Company and the Union when extraordinary circumstances exist to warrant such.

Additional extensions may be granted by written agreement between the employee, the Company and the Union when extraordinary circumstances exist to warrant such.

12.2 Personal leaves of absence for emergency reasons may be granted for periods up to but not to exceed ninety (90) days. Approval of such requests rest within the sole approval of the Company.

12.3 Seniority shall be accumulated during approved leaves of absence.

12.4 Any employee who fails to report to work at the end of any approved leave of absence or who engages in or applies for employment elsewhere while on such leave, shall be considered to have voluntarily quit without notice and may be terminated from the employment of the Company.

12.5 The Company agrees to incorporate child and family leave as Company policy pursuant to Federal/State laws.

12.6 Upon two (2) weeks notification to the Company, any member of the bargaining unit appointed to a position in the Union shall be granted a temporary leave of absence not to exceed one (1) year, except where such leave would result in an undue hardship to the Company's operation. Upon returning to work, such employee shall be credited their former rate of pay plus any increase(s) granted during the leave. No more than five (5) such leaves shall be granted at any one time on a Company wide basis nor more than one per District.

ARTICLE 13

FUNERAL LEAVE

13.1 In the event of death in the immediate family, an employee will be granted as leave the three (3) days immediately following the death, with straight time pay for any of the three (3) days, which are regularly scheduled working days. If the funeral is held on the fourth (4th) day following the death, employees will also be paid for the fourth (4th) day, provided that day is one of the employees scheduled working days. An employee shall be entitled to use one of their funeral leave days for the purpose of attending spring internment. In unusual circumstances and with the approval of the corporate Human Resources Department, employees may elect as paid funeral leave any three (3) days that are within the seven (7) day period that immediately follows the death.

13.2 Members of the immediate family are defined as father, mother, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, brother-in law, sister-in-law, son-in law, daughter-in law, common-law spouse, grandparents, grand-children, step-mother, step-father, step-son or step-daughter and domestic partner or any in-law or relative with whom the employee has resided with prior to the time of death for at least a six (6) month period.

13.3 Employees will be entitled one (1) day leave for attendance at a spouse's grandparent's funeral.

13.4 Days spent on funeral leave shall be considered days worked for scheduling purposes.

13.5 In the event a death in the immediate family as specified above occurs during an employee's vacation, the employee will be credited with additional paid vacation commensurate with the allowable funeral leave.

ARTICLE 14

JURY DUTY

All employees serving on Juries shall, upon presentation of proof of pay, be reimbursed for the difference between their regular straight time pay, and Jury Duty pay provided they make themselves available for work within their regular schedule when not occupied with Jury Duty. Days spent on jury duty shall be considered days worked for scheduling purposes. Night stock clerks (3rd shift) shall not be required to work regularly scheduled hours while serving on Jury Duty.

ARTICLE 15

UNION IDENTIFICATION

The Union Shop Logo is the property of the United Food and Commercial Workers District Union Local One and is loaned to the employer for display, who signs and abides by this Agreement. The Employer agrees at all times to display it in a conspicuous place. The Union Shop Logo can be removed from any business establishment of the Employer's by the Union Representative of District Union Local One for a violation of this Agreement

ARTICLE 16

UNION VISITATION

16.1 Representatives of the Union shall have the right to visit the Employer's places of business at any time during working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no undue interruption of or interference with the Employer's business. Any and all disputes, grievances, complaints or questions hereunder shall be taken up for discussion and settlement by a representative of the Union and of the Employer.

16.2 The Union also, through its Membership Servicing Representatives, shall have the right to visit the Employer's places of business, with prior approval of store manager, at any time during working hours for the purpose of updating Union records and fringe benefit entitlements.

ARTICLE 17

SHOP STEWARD

17.1 The Union shall have the right to designate at least one (1) member of the unit as Union Steward, who shall not be discriminated against due to legitimate union activity. The Union Steward shall be permitted to discuss grievances with a designated representative of the Employer consuming such time as is reasonably necessary.

17.2 One (1) additional paid personal day will be allowed per calendar year for the purpose of attending Stewards Conference.

17.3 A store Union Steward shall be the last employee in the job classification to be laid off, transferred or reduced in hours on a departmental basis.

17.4 The Company will ask employees if they desire a Shop Steward, Co-Steward or in the absence of both, a Union employee to be present during disciplinary meetings.

17.5 New employees will be referred to the Shop Steward as part of new employee orientation.

ARTICLE 18

CAPTIONS AND INTERPRETATIONS

The section and paragraph headings in this Agreement are intended for indexing and descriptive purposes only and shall not be interpreted to restrict or modify in any way the provisions to which they refer. All personal pronouns used herein with reference to Employees of this Employer shall be construed, where applicable, to have both masculine and feminine gender.

ARTICLE 19

FAIR EMPLOYMENT PRACTICES

The Company and the Union agree that the principle of non-discrimination as required by law, shall apply in administering all aspects of this contract.

ARTICLE 20

NO INDIVIDUAL AGREEMENTS

It is understood and agreed that no employee shall be asked or required to make any written or verbal individual agreement, and that any individual contract that may be with any member of the Union shall be considered a violation of this Agreement.

ARTICLE 21

PRIOR PRIVILEGES

As a result of the signing of this agreement, no employee shall suffer a reduction in the wages they are presently receiving.

ARTICLE 22

TEMPORARY FULL-TIME WORK

22.1 In the event a part time employee works thirteen (13) or more weeks of forty (40) hours or more in any six (6) month period from October 1st to April 30th, an additional full-time position shall be created and posted for the department in which the requisite hours were worked. In the event the requisite hours were worked in a number of departments, the Company may designate the additional full-time clerk position to be posted. This does not include those designated as temporary full-time.

ARTICLE 22 – TEMPORARY FULL-TIME WORK – CONTINUED

TEMPORARY FULL-TIME WORK REPLACEMENT

22.2 Part-time employees working as temporary full-time replacing a regular full-time employee absent because of vacation, illness or leave of absence from the period of October 1st to April 30th will be considered temporary for a period not to exceed six (6) months. The Company will notify the Union of such replacements.

22.3 The employer will be responsible for Health Care and 401K contributions (if eligible) on the first of the month following six (6) months of temporary full-time service.

22.4 During the period of May 1st to September 30th, (Summer Program), part-time employees may work any number of consecutive forty (40) hour weeks without becoming a full-time employee and no full-time position shall be created thereby.

22.5 The Employer will be responsible for Health Care and 401K contributions on behalf of part-time employees working temporary full-time for the summer program on the first of the month following one hundred and twenty (120) days of full-time service.

a) Part-time employees working as temporary full-time will receive the same provisions as part-time employees for holiday hours.

b) Available temporary full-time positions will be offered to part time employees by seniority within departments providing the employee has the qualifications and ability to do the work required.

c) Part time employees working as temporary full time will receive the greater of (a) the "Summer Rate" if applicable or (b) their regular part time rate plus a fifty cent (50¢) per hour premium for all hours worked as such.

ARTICLE 23

AVAILABLE HOURS

Part time employees who desire such and are qualified to perform the job functions shall be scheduled by seniority for available hours up to thirty (30) hours per week including pay for time not worked, unless scheduled under the provisions of Article 22.1.

ARTICLE 24

PREVIOUS EXPERIENCE

24.1 Proven full-time or part-time experience, which is directly related to the work assigned to a newly hired employee, will be recognized by the Company for the purpose of establishing hourly wage rates only. Completed full months of employment will be counted in determining the length of service to be credited. The amount of credit shall be limited to full-time and part-time experience in the five (5) years immediately preceding the date of employment. The wage rate of employees credited with previous experience will be the same wage rate as an employee whose seniority is equal to the amount of experience to be credited.

24.2 When part-time employees become full-time, they shall receive one (1) months full-time credit for each two (2) months of part-time service for the purpose of determining wages. The starting full-time wage rate for such employee shall be the wage rate paid to other full-time employees in the same job classification whose service equals the amount of credit awarded.

24.3 The hourly wage rate of part time student employee's who return to work during school breaks, shall be no less than the rate they received before leaving work to return to school. In the event the part time wage scale increases while away at school, their hourly wage rate shall be adjusted accordingly, based on service, upon their return to work. Part time employees returning to work from school will begin the regular six (6) month wage progression as of the date of their return.

ARTICLE 25

NEW CLASSIFICATION

The Company agrees that in the event any new classification is established, the Company and the Union will meet for the purpose of discussing the new rate of pay for such classification.

ARTICLE 26

PREMIUM PAY

26.1 Employees whose schedule starts between 9:00 p.m. and ends no later than 7:00 a.m. shall receive a fifty cent (50¢) per hour premium for all hours worked until 7:00 a.m.

26.2 Vacation pay for Night Crew Clerks shall be calculated based on their regular hourly pay and premium pay.

26.3 Employees performing the job of "Person in Charge" will receive a two dollar (\$2.00) per hour premium for all hours worked as such.

ARTICLE 26 - PREMIUM PAY - CONTINUED

26.4 Part-time employees working as deli clerks or office clerks will receive a fifty cent (50¢) per hour premium for all hours worked in each department (Deli or Service Desk). Part-time office clerks who are responsible for the office reconciliation will receive a one dollar (\$1.00) per hour premium on days scheduled for cash up in the absence of the Office Manager, in lieu of the fifty cents (50¢) per hour office clerk premium. When relieving for vacation, the associate would only be eligible for manager relief pay as noted in Article 41.

ARTICLE 27

LAUNDRY AND TOOLS

27.1 All Uniforms, which the Employer requires the employee to wear, shall be furnished by the Employer, without charge to the employee. The Company will provide employees, free of charge, a minimum of two (2) shirts per year.

27.2 The Company agrees to clarify and standardize the dress code for all stores covered by this agreement.

27.3 Employees not classified as Meat Managers, First Cutters, Journeyman Cutters or Apprentice Meat Cutters may not use tools of the trade including hand or electric saw, meat grinder, hamburger patty machine and cubing machine while performing work in the meat department. Knives may be used by Clerks to trim or otherwise prepare meat for customers from retail cuts.

ARTICLE 28

GRIEVANCE AND ARBITRATION

28.1 In the event of any difference, dispute or complaint that arises over the meaning or application of the terms of this agreement, there shall be an earnest effort made by the Steward (and aggrieved employee if necessary) and the Store Manager to settle the dispute. If a mutually satisfactory solution is not reached, the following procedure shall be followed:

28.2 STEP 1 - An employee who considers that this Agreement, has been violated by the Employer, with respect to such employee, shall contact the Union Representative who shall submit a written statement of such grievance to the store manager, within five (5) working days after the incident occurs.

a) Upon receipt of the written grievance, the Store Manager must meet with the Union Representative and the aggrieved employee within five (5) working days. The Store Manager must attempt to resolve the grievance between the Company and the Union employee. The Store Manager must respond in writing as to the resolution of the grievance to the Union Representative with a copy to the District Manager and Human Resources Manager.

ARTICLE 28 - GRIEVANCE AND ARBITRATION – CONTINUED

28.3 STEP 2 - If a mutually satisfactory solution is not reached in Step 1, then the Union Representative shall re-submit the grievance in writing to the District Manager within five (5) working days after the answer is given in Step 1 to request that a second step meeting take place.

a) The District Manager upon receipt of the Second Step grievance must, within five (5) working days, contact the Union Representative to schedule the Second Step meeting with him or herself and the Store Manager. The District Manager must respond in writing within five (5) working days to the Union Representative (cc: Store Manager and Human Resources Manager) with his or her determination on the state of the grievance following the Second Step Meeting.

28.4 STEP 3 - If a mutually satisfactory solution is not reached in Step 2, the Union Representative must re-submit the grievance in writing to the Tops Corporate Human Resources Manager within five (5) working days after the answer is given in Step 2. Upon receipt by the Human Resources Manager, a meeting will be conducted to facilitate the outstanding grievance. The meeting will consist of the Human Resources Manager, District Manager, Store Manager, Union Representative and the aggrieved employee. The Human Resources Manager must respond in writing to the Union with a final decision on the stated grievance within five (5) working days following the Third Step Meeting.

28.5 STEP 4 - If a mutually satisfactory solution is not reached in Step 3, the Union or the Employer may submit the written grievance to arbitration in accordance with the following procedure:

28.6 Notice of intent to arbitrate must be given in writing to the other party and the grievance shall be stipulated in the letter of notification. Any request for arbitration must be submitted in writing not later than twenty-five (25) working days after receipt of the written decision from the Third Step meeting or at any time after an arbitration is approved following an appeal to the UFCW Local One Executive Board.

28.7 Unless by mutual agreement of the parties to the contrary, all grievances submitted for arbitration will be processed under the Voluntary Arbitration Rules of the American Arbitration Association. Where expediency, efficiency or convenience of the parties will be served, and upon mutual agreement, an arbitrator may be selected through the services of the New York State Mediation Board, or any mutually agreed to arbitrator may be designated to serve.

28.8 In the event that the Company or Union “delays” in selecting an arbitrator, the other party will be authorized to unilaterally select an arbitrator. For the purposes of this paragraph, “delay” will be considered any case where an arbitrator has not been selected after thirty (30) days of receipt of the list of arbitrators.

ARTICLE 28 - GRIEVANCE AND ARBITRATION – CONTINUED

28.9 The arbitrator is hereby authorized to interpret and apply, but not to modify, enlarge, set aside or restrict, the provisions expressed in this Agreement. The arbitrator shall not have the power to set or change rates of job classification. The decision of the arbitrator shall be rendered without undue delay and shall be final and binding on both parties. The fees and expenses of the arbitrator shall be paid jointly by the parties. All other expenses of arbitration shall be paid by the party, which incurred them.

ARTICLE 29

CREDIT UNION

At the written request of an employee, and in accordance with appropriate procedures to be mutually agreed upon concerning the frequency and amount of payments, the Company shall deduct weekly from the employee's wages such amount as the employee has elected. These deductions shall be remitted within fifteen (15) days after the last day of the last payroll period each week to the Empower Federal Credit Union.

ARTICLE 30

ACTIVE BALLOT CLUB

30.1 The Employer agrees to deduct an amount from the pay of each employee per week, who is a union member and who executes an appropriate voluntary checkoff authorization form to the UFCW Active Ballot Club. Deductions shall be in the amount specified in the checkoff authorization form signed by the employee and deducted every week. The deduction shall continue for the life of this agreement for those employees who sign UFCW Active Ballot Club checkoff authorization forms unless they are revoked individually and in writing.

30.2 The Employer agrees to transmit UFCW Active Ballot Club deductions to the UFCW Active Ballot Club in care of the Local Union, within fifteen (15) days after the last day of the last payroll period each month. The Employer further agrees to transmit to the Local Union at the same time the names of those employees for whom deductions have been made and the amounts deducted for each employee.

ARTICLE 31

UFCW LOCAL ONE HEALTH CARE FUND

31.1 The Employer shall pay monthly, within fifteen (15) days after the last day of the last payroll period each month, to the UFCW Local One Health Care Fund, the following sums per employee per month upon eligibility for such contributions:

a. Full-Time Employees As Of Ratification

<u>Full Time Employees</u>	<u>1/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>	<u>1/1/25</u>
Family coverage:	\$1,245.00	\$1,328.00	\$1,408.00	***	***

*** The 1/1/24, 1/1/25 ADK rates will be adjusted to be equal to the 1/1/24, 1/1/25 rates in the current or successor Midstate CBA should the rates set forth above for family coverage Employer contributions change as determined by the Health Care Fund Board of Trustees or their designated representative(s).

(i) Contributions for Family Coverage shall be made on behalf of all employees hired as or advanced to full time and shall commence the 1st of the month following the month during which such employee completes (30) days of employment.

(ii) The Employer shall continue to pay the full monthly contributions due on behalf of each eligible full time employee, as provided for under Article 31.1a, regardless of whether the employee actually elects coverage.

(iii) Full Time employees that are eligible for Family Coverage and elect to receive such coverage shall pay the following weekly amounts based on the type of coverage elected:

(iv) **Full-time employees that are eligible for Family coverage and elect to receive such coverage shall pay the following weekly amounts.

Individual Coverage:	\$20.00 per week
Employee with Child(ren) Coverage:	\$25.00 per week
Employee with Spouse Coverage:	\$35.00 per week
Employee with Spouse and Child(ren)	\$40.00 per week

** Effective 1/1/24, 1/1/25, Full-time employees that are eligible for Family coverage and elect to receive such coverage shall pay the 1/1/24, 1/1/25 employee weekly amounts equal to the 1/1/24, 1/1/25 weekly amount in the current or successor Midstate CBA should the rates set forth above change as determined by the current or successor Midstate CBA.

ARTICLE 31 - UFCW LOCAL ONE HEALTH CARE FUND - CONTINUED

b. Full-Time Employees hired or promoted after Ratification

Plan U (Member plus dependents-children only)

	<u>11/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>	<u>1/1/25</u>
Monthly Company Contribution (FT)	\$802.00	\$845.00	\$890.00	***	***

*** The 1/1/24, 1/1/25 ADK rates will be adjusted to be equal to the 1/2/24, 1/125 rates in the current or successor Midstate CBA should the rates set forth above for non-spousal dependent and individual Employer contributions change as determined by the Health Care Fund Board of Trustees or their designated representative(s).

(i) A plan providing non-spousal dependent children coverage will be offered for the first three (3) years after an employee is hired in, or promoted to a full time position. After completion of three (3) years of service, spousal coverage will be offered in accordance with Article 31.1a(iv) provided one of the following eligibility criteria is met: (a) the cost of any alternative coverage available to the employee's spouse is more than \$400 per month; (b) the out of pocket portion of any alternative coverage available to the employee's spouse is 20% more than the UFCW Local One Health Care Plan U; or (c) the employee's spouse has no other coverage available.

(ii) Contributions for shall be made on behalf of employees hired as or advanced to full time and shall commence the 1st of the month following the month during which such employee completes (30) days of employment.

(iii) The Employer shall continue to pay the full monthly contributions due on behalf of each eligible full-time employee, as provided for under Article 31.1b, regardless of whether the employee actually elects coverage.

(iv) Full Time employees that are eligible for Plan U coverage and elect to receive such coverage shall pay the following weekly amounts based on the type of coverage elected:

**Individual Coverage:	\$20.00 per week
**Employee with Child(ren) Coverage:	\$25.00 per week

** Effective, 1/1/24, 1/1/25, Full-time employees that are eligible for coverage and elect to receive such coverage shall pay the 1/1/24, 1/1/25 employee weekly amounts equal to the 1/1/24, 1/1/25 weekly amount in the current or successor Midstate CBA should the rates set forth above change as determined by the current or successor Midstate CBA.

ARTICLE 31 - UFCW LOCAL ONE HEALTH CARE FUND – CONTINUED

c. Part Time Employees

	<u>11/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>	<u>1/1/25</u>
Individual coverage:	\$733.00	\$784.00	\$839.00	***	***
Wrap coverage:	\$118.00	\$126.00	\$135.00	***	***

*** The 1/1/24, 1/1/25 ADK rates will be adjusted to be equal to the 1/1/24, 1/1/25 rates in the current or successor Midstate CBA should the rates set forth above for individual coverage and wrap coverage Employer contributions change as determined by the Health Care Fund Board of Trustees or their designated representative(s).

(i) Contributions for Wrap Coverage for employees shall be made on behalf of all part-time employees and shall commence on the first of the month following completion of twelve (12) months employment with the Employer. In the event the Employer hires a part-time employee who has been employed by any participating Employer within one (1) year prior to the date of hiring, contributions shall commence on the first day of the month following the completion of such period of employment with the Employer which together with the employee's prior service (whether full or part-time) with any participating Employer, aggregates twelve (12) months.

(ii) Effective 1/1/2016, contributions for Individual coverage will be made on behalf of part time employees requesting such coverage provided they averaged thirty (30) or more paid hours per week during the employer's "look-back" period. The employer will inform employees of their eligibility for such coverage immediately following a review of payroll records covering the "look-back" period. Contributions shall commence the month following the employer's receipt of a valid application requesting such coverage. In the event the Patient Protection and Affordable Care Act (PPACA) or any amendments thereto do not require the employer to continue to offer such coverage, the employer, in its sole discretion may discontinue such coverage. It is understood that the foregoing shall apply to part time employees who are not eligible for contributions as provided for in 31.c (iii) and 31.c (iv).

(iii) Individual Coverage requirements for part time employees hired prior to 1/1/2016 where application for such coverage was postmarked prior to 1/1/2016:

Contributions for Individual Coverage shall be made on behalf of part time employees with at least twelve (12) months service if no major medical and/or hospitalization are provided to them from any other source provided such employees are available for at least twenty (20) hours of work per week. Contributions shall commence the first of the month following the date on which a valid application for such coverage is received by the Employer. In the event the Employer hires a part-time employee who has been employed by any participating employer within one (1) year prior to the date of hiring eligibility for Individual coverage shall commence on the first day of the month following the completion of such period of employment with the Employer which together with the employee's prior service (whether full or part time with any participating employer aggregates twelve (12) months.

ARTICLE 31 - UFCW LOCAL ONE HEALTH CARE FUND – CONTINUED

(iv) Individual Coverage requirements for part time employees hired prior to 1/1/2016 where application for such coverage was postmarked on or after 1/1/2016 but prior to 10/6/2018:

Contributions for Individual Coverage shall be made on behalf of part time employees with at least twenty-four (24) months service if no major medical and/or hospitalization are provided to them from any other source provided such employees average twenty (20) or more hours of pay of work per week. Contributions shall commence the first of the month following the date on which a valid application for such coverage is received by the Employer. Management will make every effort to schedule such employees for at least twenty (20) hours per week provided they make themselves available for such work.

(v) Part time employees that are eligible for Individual Coverage and elect to receive such coverage shall pay the following weekly amounts:

*Individual Coverage: \$20.00 per week

*Effective 1/1/24, 1/1/25 Part-time employees that are eligible for Individual Coverage and elect to receive such coverage shall pay the 1/1/24, 1/1/25 employee weekly amounts equal to the 1/1/24, 1/1/25 weekly amount in the current or successor Midstate CBA should the rates set forth above change as determined by the current or successor Midstate CBA.

31.2 Contributions shall be made for all eligible employees who have been paid or are entitled to payment for the performance of duties including vacation and holiday pay at any time during the month. The contribution rate shall be determined by the employee's full-time or part-time status as of the first pay period of such employee during the month. In case of employees who have been laid off and who are re-employed, the contribution rate shall be determined by the employee's full-time or part-time status when re-employed.

31.3 If an employee who has previously qualified to have contributions made on their behalf is absent from work due to illness, injury, or military service, the Employer shall continue contributions to the United Food and Commercial Workers Local One Health Care Fund for the first six (6) months of absence in any twelve (12) month period.

31.4 If an employee who has previously qualified to have contributions made on their behalf is absent from work due to layoff, the Employer shall continue contributions to the United Food and Commercial Workers Local One Health Care Fund for the first three (3) months of absence in any twelve (12) month period.

31.5 The Employer hereby agrees to be bound by the terms and provisions of the Amended and Restated Agreement and Declaration of Trust (as amended from time to time) which governs the operation of the Fund and hereby agrees to accept the Employer Trustees of the Fund who have been selected, as provided therein, as its representatives in the joint administration of the Fund. The Fund shall, at all times have and maintain United States Treasury Department approval, otherwise the Employer shall not be obligated to make contributions thereto.

ARTICLE 31 - UFCW LOCAL ONE HEALTH CARE FUND – CONTINUED

31.6 The Employer hereby acknowledges the provisions of the Trust Agreement dealing with the authority of the Trustees to compel and enforce the payment of contributions required hereunder. The Trustees, or their designated representatives, shall have the right to inspect payroll records, time records and such other records maintained by the Employer in the normal course of business as the Trustees shall believe pertain to the Fund. The Employer shall make available such records during reasonable business hours upon receipt of notice from the Trustees that they intend to conduct an audit or examination of such records for the purpose of verifying payments due to the Fund and to ensure compliance by the Employer with its obligation to make contributions pursuant to the terms of this Agreement, the Agreement and Declaration of Trust and applicable law.

31.7 Said Fund shall have its principal office in Oriskany, NY and shall be administered by a Board of Trustees consisting of an equal number of Union and Employer Trustees selected in accordance with said Amended and Restated Agreement and Declaration of Trust. The principal and income of the Fund shall be used for the sole purpose of providing for the employees of the Employers contributing thereto, their families and dependents, with health care benefits and for any and all other purposes which may be permitted pursuant to Section 302 (c) (5) of the Labor Management Relations Act of 1947, and the payment of all expenses, including the administration and maintenance of the Fund.

31.8 The rules of eligibility for coverage, waiting periods for coverage and the benefits to be provided to employees and/or their dependents shall be as provided in the plan of benefits of the Fund. The provisions contained in this Article regarding the dates for the payment of contributions to the Fund shall not bear upon the date when coverage commences.

31.9 The Employer agrees to provide payroll deductions for part-time employees purchasing dependent coverage. These deductions will be due fifteen (15) days after the last day of the last payroll period each month. The amount of the monthly payroll deduction and the rules regarding eligibility and coverage provided shall be as determined by the Fund.

31.10 The Company shall provide payroll deductions for employees electing to receive healthcare coverage. Such payroll deductions will be made directly to the Company.

31.11 Health Care Reform - The Employer and the Union agree to meet and discuss, at the request of either party, the effects of the Patient Protection and Affordable Care Act (PPACA) and federal regulations, or any other legislation which impacts Health Care and make modifications as necessary for compliance.

ARTICLE 32

UFCW LOCAL ONE 401K SAVINGS FUND

32.1 The Employer shall contribute within ten (10) days after the last day of the last payroll period each month to the UFCW Local One 401k Savings Fund the following sums per eligible employee per month:

On behalf of eligible employees hired prior to 10/4/15:

<u>Effective:</u>	<u>1/1/21</u>
Full time Employees	\$187.94
Part time Employees	\$27.28

On behalf of eligible employees hired on or after 10/4/15:

Full time Employees

After one (1) year of service	\$52.00/month
After two (2) years of service	\$79.00/month
After three (3) years of service	\$104.00/month

Part ime Employees

After one (1) year of service	\$20.00/month
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32.2 Contributions shall be made for all employees who have been paid or are entitled to payment for the performance of duties including vacation and holiday pay at any time during the month.

32.3 Contributions on behalf of all employees shall commence on the first day of the month following the latter of reaching age twenty-one (21) or the completion of twelve (12) months of employment with the Employer. In the event the Employer hires an employee who has been employed by any participating Employer within one (1) year prior to the date of hiring and who has also attained age twenty-one (21), then, in such event, contributions shall commence on the first day of the month following the completion of such period of employment with the Employer which, together with the employee's prior cumulative service with any participating Employer, shall aggregate twelve (12) months.

32.4 The Employer hereby agrees to be bound by the terms of the Trust Agreement and the policies and procedures adopted by the Board of Trustees which governs the operation of the Fund and hereby agrees to accept the Employer Trustees of the Fund who have been selected as provided therein, as its representatives in the joint administration of the Fund.

ARTICLE 32 – UFCW LOCAL ONE 401K SAVINGS FUND – CONTINUED

32.5 The Fund shall have its principal office in Oriskany, NY and shall be administered by a Board of Trustees consisting of an equal number of Union and Employer Trustees selected in accordance with the Declaration of Trust.

32.6 The Employer hereby acknowledges the provisions of the Trust Agreement dealing with the authority of the Trustees to compel and enforce the payment of contributions required hereunder. The Trustees, or their designated representatives, shall have the right to inspect payroll records, time records and such other records maintained by the Employer in the normal course of business as the Trustees shall believe pertain to the Fund. The Employer shall make available such records during reasonable business hours upon receipt of notice from the Trustees that they intend to conduct an audit or examination of such records for the purpose of verifying payments due to the Fund and to ensure compliance by the Employer with its obligation to make contributions pursuant to the terms of this Agreement, the Agreement and Declaration of Trust and applicable law.

32.7 Contributions shall be made for all eligible employees who have been paid or are entitled to payment for the performance of duties including vacation and holiday pay at any time during the month. If an employee is on layoff, the Employer will continue to make contributions for a period of three (3) months.

32.8 The Employer agrees to take the actions indicated below with respect to its employees:

a) Deduct from pay and transmit to the Fund Employee contributions as elected by Employees and as permitted by law. Employee contributions are subject to the rules of the Fund. Employee contributions shall be remitted to the Fund as soon as they can be reasonably segregated from the Employer's general assets, but no later than the 10th day of the month following the month in which the covered period of employment was performed. Employer agrees to remit such contributions on such forms and in accordance with such procedures as prescribed by the Trustees.

b) Contribute to the Fund the Employer contributions as set out in this Agreement and as permitted by law.

ARTICLE 33

SAFETY AND HEALTH

33.1 The Company will continue to make reasonable provisions for the health and safety of employees during the course of their employment. The Company and employees will observe safety rules and cooperate in the prevention of accidents and injuries.

33.2 The Safety and Health Director of the Union, or his representative, shall have the right to visit any of the Company's places of business in order to ensure a safe work environment.

33.3 The Union may designate one employee per store to act as a Safety and Health Representative. The Safety and Health Representative will receive one additional paid personal day to attend a Union sponsored Safety and Health Conference.

33.4 Safety and Health concerns will be handled in the following manner:

STEP 1: The Safety and Health Representative will bring all safety problems to the attention of the Store Manager. If the problem is not taken care of in a reasonable period of time;

STEP 2: The Safety and Health Director of the Union and the Company shall meet as soon as possible. If the problem is not taken care of in a reasonable period of time;

STEP 3: The Company and the Union will submit the dispute to the President of the Union and Human Resources Manager or Company designee, and they will jointly resolve the dispute.

ARTICLE 34

SENIORITY

34.1 Seniority of regular full-time employees shall commence as of their starting date as full-time employees. Seniority of part-time employees shall commence as of their starting date as part-time employees.

a) Seniority roster shall be in the following categories:

- 1) Regular full-time employees
- 2) Regular part-time employees available for additional scheduled hours.
- 3) Regular part-time employees not available for additional scheduled hours.

b) Seniority shall be accrued and applicable within each of the above three categories respectively. Those in the fourth category will be the first to be laid off in line with seniority standing within that group. A full-time employee reduced to part-time involuntarily shall be placed at the top of category 2. A full-time employee who reduces to part-time voluntarily shall be placed in category 3 in a position commensurate with their total Company seniority.

c) Employees advancing from one seniority category to the next shall not carry any accrued seniority from the group that they have advanced from.

d) Full-time employees with thirty-one (31) days service shall have seniority over all part-time employees.

e) Seniority shall be applied and considered within the respective seniority units.

f) The employer agrees to make a sincere effort to train, in advance, senior employees to fill future higher rated classifications.

g) Respecting the promotion, and demotion, layoff and rehiring, the qualifications and ability of the employee shall be considered in conjunction with seniority standing. The promotion shall be based on fitness and ability with seniority a factor only when fitness and ability are equal. All employees who meet the above qualifications shall be given the opportunity to fill future job vacancies. Regular part-time employees shall have seniority standing over part-time student and/or part-time employees holding full-time jobs elsewhere, provided they have the necessary qualifications and can work the available hours as determined by the "Employer."

h) Regular full-time employees, if laid off due to no fault of their own shall have preference for available part-time employment.

ARTICLE 34 - SENIORITY - CONTINUED

i) In the event a full-time employee is promoted from the ranks of the Union, they shall retain their accrued seniority for a period of one (1) year. If, within that period, they are transferred back to any position covered by this Agreement, their full seniority shall be restored immediately.

34.2 An employee's seniority shall end if discharged for just cause by the Employer, if they voluntarily quit, or if they are laid off continuously for a period of more than six (6) months, or if the employee is called back to work after a layoff and does not report to work within three (3) days, or seventy-two (72) hours, provided said employee has been notified by registered mail to the last known address furnished by the employee. If within seventy-two (72) hours, additional time is requested by the employee, the employer shall grant four (4) additional days. Notice to the employer, making the request, shall be sent by the employee, by registered mail.

34.3 The Company will provide the Union with a store wide seniority list and update it every six (6) months, or as requested by the Union.

34.4 An employee's original hire date with Grand Union or Tops Markets will be recognized for seniority purposes.

ARTICLE 35

STRIKES AND LOCKOUTS

During the term of this agreement, there shall be no strike, picketing, lockout or stoppage of work.

ARTICLE 36

SEPARABILITY

36.1 The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision or provisions of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decisions shall not affect the validity of the remaining provision, or provisions of this Agreement. Such remaining provision or provisions shall continue in full force and effect, provided further that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiating an agreement on the provision or provisions so invalidated.

36.2 In the event by Federal, State or Local legislation there shall be in effect an existing law or such law shall be passed which shall provide for a minimum wage rate which will exceed any contract wage rate or rates in effect at the time of the effective date of such law, then such contract wage rate or rates shall be automatically adjusted at the time of the effective date of such law.

ARTICLE 37

JOB POSTING

37.1 The Company shall post in the employee breakroom all full-time job openings. The job posting shall be made for a minimum of seven (7) days.

37.2 The Employer will agree to give part-time employees the opportunity to fill full-time jobs according to seniority provided they are qualified to perform the work and provided they can work the scheduled hours.

37.3 The Company shall make every effort to select the successful bidder and fill the job no later than twenty-one (21) days after the full-time job opening occurs. Upon request by the Union Representative, the Employer will send a copy of the notice concerning the employee who has successfully filled a posted position.

37.4 The Company will post for no less than a seven (7) day period, the name of the successful bidder for each job posted once the selection has been made.

37.5 All applicants for posted jobs will receive an interview.

37.6 Once an employee has bid on and received a full-time job, such employee shall not, except by demotion or by mutual consent, be permanently transferred to a different job or store. The Company reserves the right to work an employee in any department or in any job on a less than permanent basis. It is further understood that in the event a department or job is eliminated in-full or in-part, based on operational needs, the Company may re-assign an affected employee without regard to the foregoing.

ARTICLE 38

PROBATIONARY PERIOD

Any new employee hired by the Company shall be on probation for a period of thirty (30) days after date of hire. The thirty (30) day trial period can be extended an additional thirty (30) days on an exception basis with the Agreement of the Union Representative. During such time an employee may be discharged at any time and for any reason at the sole discretion of the Company and without recourse to the Grievance Procedure. Upon completion of the probationary period, the employee shall be placed on the seniority list with seniority dating to time of hire or rehire.

ARTICLE 39

TRAVEL PAY

Employees, including floaters, who temporarily transfer at the company's request to another store or are requested to attend a meeting at another location will be paid travel expenses at the Internal Revenue Service standard mileage rate for all miles driven that are in excess of the employee's normal commute to their home store or 20 miles (greater amount), unless travel to employee's home store is more than 20 miles. If travel to employee's home store is more than 20 miles, the employee will receive travel pay for all miles in excess of the employee's normal commute to their home store. Employees who carpool with another employee (whose vehicle is used) shall not be eligible for mileage pay. The Company will make every effort to pay Travel Pay within a two (2) week period from the time a claim for such is appropriately submitted. A travel and expense report must be submitted within two (2) weeks of the employee's travel. New Journeymen Cutters "home store" may be any store within twenty-five (25) miles of their home address.

ARTICLE 40

TIME AND ATTENDANCE SYSTEM

40.1 Time and Attendance System shall be installed in all stores of the Company and each employee shall, as a condition of employment, be required to record and sign their individual Time and Attendance Record.

40.2 "The Fair Labor Standards Act", as amended, requires, among other things, that all time worked by employees be accurately recorded and that employees receive compensation for all time worked in excess of forty (40) hours in any workweek at one and one-half (1 ½) times their regular hourly rate of pay. The parties recognize and agree that strict compliance with this Act is in the best interest of the Employer, the Union and the employees. Therefore, the Employer will not request, suffer or permit any employee to work while not being registered on the Time and Attendance System, and the Union agrees to cooperate with and to assist the Employer in assuring strict compliance with this important federal legislation.

40.3 Any employee violating this provision, (either Articles 40.1 or 40.2) shall be subject to disciplinary action, up to and including discharge.

ARTICLE 41

TEMPORARY RELIEF OF DEPARTMENT MANAGERS

Any employee who relieves a Department Manager or Bookkeeper/Office Manager for five (5) consecutively scheduled workdays or more, within a two (2) week period shall receive a one dollar (\$1.00) per hour premium.

ARTICLE 42

VOLUNTARY/INVOLUNTARY REDUCTION

42.1 Employees who voluntarily reduce themselves from full-time to part-time shall receive their prior part-time rate plus any part-time wage increases which were granted during the period they were full-time. Employees, who were hired as full time, shall use their full time start date to determine the appropriate part time pay rate. The Employer shall pay at the time of reduction any unused full-time vacation or personal holidays the employee has accrued.

42.2 Employees who are involuntarily reduced from full-time to part-time shall receive their prior part-time rate plus any part time wage increases which were granted during the period they were full-time. Employees, who were hired as full time, shall use their full time start date to determine the appropriate part time pay rate. The Employer shall continue to make full-time health care and 401K contributions (if eligible) for three (3) additional months following the reduction. The Employer shall pay at the time of reduction any unused full -time vacation or personal holidays the employee has accrued.

42.3 If the introduction of "case-ready" meat results in the elimination of Meat Cutter positions, affected employees will be provided other positions as long as they can perform the duties required. The new rate of pay for such employees will be no less than their Meat Cutter or First Cutter rate at that time. Eligible employees shall be those classified as Meat Cutters on or before July 1, 2002.

ARTICLE 43

WAGES AND CLASSIFICATIONS

43.1 Where an employee's wage rate is determined by a progression scale, such employee's rate will be adjusted every six (6) months from their anniversary date of employment or full time promotion date until the top rate is reached. Employees with hourly wage rates at or above the top rate called for in their respective progression scale or as otherwise indicated, shall receive the following hourly general wage increases:

<u>FULL TIME EMPLOYEES</u>	<u>10/10/21</u> 55¢	<u>10/9/22</u> 50¢	<u>10/8/23</u> 50¢	<u>10/6/24</u> 45¢
<u>PART TIME EMPLOYEES</u>	<u>10/10/21</u> 30¢	<u>10/9/22</u> 30¢	<u>10/8/23</u> 30¢	<u>10/6/24</u> 30¢

Longevity Bonus: a one-time one thousand \$1000-dollar (gross) longevity bonus shall be paid to Full-time employees with ten (10) years of Full-time service or more as of the ratification date. Payout shall be on the next payroll period that is administratively possible after ratification of this Agreement.

43.2 MEAT MANAGERS:*

	<u>10/10/21</u>
Start	\$20.00
After 6 months	\$20.50
After 12 months	\$21.00
After 18 months	\$21.40
After 24 months	\$21.75

*Meat Managers on or at the top (\$21.05) of the 10/7/18 progression scale will move to the applicable rate on the 10/10/21 progression scale, based on their current slot in the 10/7/18 progression scale and will progress through the scale every six (6) months thereafter (if applicable). Meat Managers above the new top of scale (\$21.75) will receive the FT GWI.

<u>10/10/21</u>	
<u>JOURNEYMEN</u>	\$18.80

(All Journeymen will receive the FT GWI)

ARTICLE 43 - WAGES AND CLASSIFICATIONS – CONTINUED

APPRENTICE CUTTERS:*

	<u>10/10/21</u>
Start	\$14.20
After 6 months	\$15.00
After 12 months	\$16.25
After 18 months	\$17.25
After 24 months	(Journeyman)

*Apprentice cutter will move to applicable rate on new apprentice progression scale and receive an increase on 6-month anniversary.

43.3 DELI, PRODUCE & BAKERY MANAGERS:

	<u>10/10/21</u>
Start	\$15.00
After 6 months	\$15.15
After 6 months	\$15.30
After 6 months	\$15.55
After 6 months	\$15.80

*Deli, Produce and Bakery Managers who are not on progression on 10/9/21 will receive the GWI and be placed on the new progression scale effective 10/10/21 (if applicable). Next increase, if applicable, will be six (6) months thereafter.

43.4 FULL TIME SCAN COORDINATORS AND G.M. MANAGERS*

	<u>10/10/21</u>
Start	\$13.90
After 6 months	\$14.05
After 6 months	\$14.15
After 6 months	\$14.25
After 6 months	\$14.60

*FT Scan Coordinators and GM Managers, who are not on progression on 10/9/21, will receive the GWI and be placed on the new progression scale effective 10/10/21 (if applicable). Next increase, if applicable, will be six (6) months thereafter.

ARTICLE 43 - WAGES AND CLASSIFICATIONS – CONTINUED

43.5 FULL TIME CLERKS:*

	<u>10/10/21</u>
Start	\$13.60
After 6 months	\$13.75
After 6 months	\$13.90
After 6 months	\$14.05
After 6 months	\$14.30

*FT Clerks who are not on progression on 10/9/21 will receive the GWI and be placed on the new progression scale effective 10/10/21 (if applicable). Next increase, if applicable, will be six (6) months thereafter. Associates above new top of scale (\$14.30) will receive GWI.

43.6 PART TIME SCAN COORDINATORS*

	<u>10/10/21</u>
Start	\$13.80
After 6 months	\$13.95
After 6 months	\$14.15
After 6 months	\$14.30
After 6 months	\$14.50

*PT Scan Coordinators who are not on progression on 10/9/21 will receive the part-time GWI and be placed on the new progression scale effective 10/10/21 (if applicable). Next increase, if applicable, will be six (6) months thereafter. Associates above new top of scale (\$14.50) will receive GWI.

ARTICLE 43 - WAGES AND CLASSIFICATIONS – CONTINUED

43.7 PART TIME CLERKS:

	<u>10/10/21</u>	<u>12/26/21</u>
Start	\$12.50	\$13.20
Step 1	\$12.70	\$13.35
Step 2	\$12.85	\$13.55
Step 3	\$13.00	\$13.70
Step 4	\$13.25	\$13.90

Effective 10/10/21:

- Part time employees with less than two (2) years of service as of 10/9/21 who are on progression will remain on progression and receive the six (6) month increases on the schedule noted above.
- Part-time employee who are at or above top of scale (\$13.25) will receive the GWI.
- Part-time employees with two (2) to five (5) years of service as of 10/9/21 and below \$12.85 on 10/9/21 will be moved to Step 2 (\$12.85) on the progression scale, effective 10/10/21.
- Part-time employees with greater than five (5) years of service as of 10/9/21 and at a rate below top of scale (\$13.25) will be moved to Step 3 (\$13.00), effective 10/10/21.
- Employees who received credit for relevant job experience will be moved to the applicable rate based on credit received (ex. Less than five (5) years, but at \$12.70 or \$12.85).

Effective 12/26/21

- Part time employees with less than two years of service on 12/25/21 and an hourly rate of pay that is less than \$13.20/hour will be increased to \$13.20/hour and will progress through the 12/26/21 wage progression scale every six (6) months thereafter.

Effective 12/26/21 and in the event of any future minimum wage increases, part-time employees with two (2) to five (5) years of service (or credit for relevant job experience) will have a rate of pay that is a minimum of .35 cents above the new minimum wage, as of the effective date of the new minimum wage. Part-time employees with greater than five (5) years of service will have a rate of pay that is a minimum of .50 cents above the new minimum wage, as of the effective date of the new minimum wage. Part-time employees with greater than nine (9) years of service will have a rate of pay that is a minimum of .70 cents above the new minimum wage, as of the effective date of the new minimum wage. Associates will be eligible for future GWI's, if applicable. Rates for employees will be adjusted going forward when the employee's years of service qualifies them for an increase (associates under 2,5 or 9 years of service).

ARTICLE 44

SUMMER HELP

44.1 Part time employees hired at the following locations - 701, 702, 707, 712 and 719 - between May 15, 2022, May 14, 2023, May 12, 2024, or May 11, 2025 through the Saturday following Labor Day will be considered "Summer help" and will be probationary employees for the entire period, except where such employees work beyond the Saturday following Labor Day, in which case a thirty (30) day probationary period from date of hire shall apply. The Company will provide the Union a list of "Summer help" employees when requested.

44.2 Part time summer help hired for work during the summer period noted in 44.1, will be paid at the part time labor market rate at each location (701,702, 707, 712 and 719). The market rate during the summer period will be determined at the sole discretion of management at each location. Any part-time or full-time employee on the payroll during the summer period with an hourly wage rate lower than the established market rate at that location will be adjusted to the market rate during the summer period only. The Company will provide the Union with a list of the market rates established at each of the five (5) locations.

ARTICLE 45


TERM OF AGREEMENT

45.1 Agreement shall become effective as of 12:01 a.m. October 10, 2021, and shall continue in effect until 11:59 p.m. October 11, 2025, when it shall expire.

45.2 Either party desiring to terminate the Agreement or to negotiate changes in this Agreement shall give notice to the other party in writing at least sixty (60) days prior to the expiration date hereof. If such notice is not given as above, the Agreement shall be automatically renewed without change for a period of one (1) year. In the event either party serves notice of a desire to negotiate changes in the Agreement, it is mutually agreed that the Employer and the Union, without undue delay, shall begin negotiations on the proposed changes and that pending results of negotiations neither party shall change the conditions existing under this Agreement.

45.3 This Agreement cancels all previous agreements by and between the Company and the Union, except as follows: (i) the collective bargaining agreements currently in effect regarding the Company's Buffalo, Rochester, Midstate and Olean/Bradford/Wellsville Divisions; (ii) the Settlement Agreement entered into on September 3, 2021 and (iii) any nondisclosure or confidentiality agreements between them. Each of which shall remain in full force and effect.

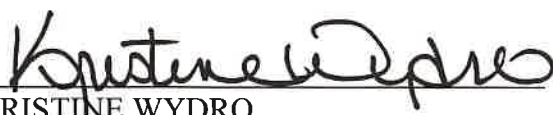
FOR THE COMPANY:
TOPS MARKETS, LLC
ADIRONDACK DIVISION



JOHN P. BARRETT
EXECUTIVE VICE PRESIDENT OF
HUMAN RESOURCES

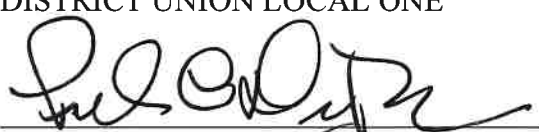


JOSEPH TOPINI
HUMAN RESOURCE MANAGER




KRISTINE WYDRO
DIRECTOR OF HUMAN RESOURCES

FOR THE UNION:
UNITED FOOD & COMMERCIAL WORKER
DISTRICT UNION LOCAL ONE



FRANK C. DERISO
INTERNATIONAL VICE PRESIDENT
PRESIDENT, UFCW LOCAL ONE



ROBERT CIANCAGLINI
EXECUTIVE ASSISTANT TO THE
PRESIDENT/RECORDER



STEVEN PARDI
UNION REPRESENTATIVE

TOPS MARKETS, LLC
ADIRONDACK DIVISION

<u>Location</u>	<u>City</u>
0700	Corinth, NY
0701	Warrensburg, NY
0702	Bolton Landing, NY
0707	Saranac Lake, NY (Church St.)
0710	Elizabethtown, NY
0712	Chestertown, NY
0713	Peru, NY
0716	North Creek, NY
0717	Ausable Forks, NY
0719	Schroon Lake, NY

SIDE LETTER OF UNDERSTANDING

By and Between

**THE UNITED FOOD AND COMMERCIAL WORKERS –DISTRICT UNION
LOCAL ONE**

And

TOPS MARKETS LLC ADIRONDACK DIVISION

WHEREAS, The United Food and Commercial Workers-District Union Local One (the "Union or "Local One") and Tops Markets LLC, Adirondack Division (the "Employer"), collectively (the "Parties"), are signatories to a collective bargaining agreement (the "Agreement") for the period of October 10, 2021, through October 25, 2025; and

WHEREAS, During the course of negotiations for the current collective bargaining agreement the Parties executed a Memorandum of Agreement (the "MOA") on October 13th and October 14th, 2021, wherein the Parties agreed to enter into a Side Letter of Agreement concerning Article 39 titled "Travel Pay" as it relates to "current employees hired on or before the date of ratification" and such ratification occurred on October 20, 2021 (10/20/21); and

WHEREAS, the Parties are desirous of memorializing the foregoing issue(s) in a manner that accurately sets forth Travel Pay for bargaining unit members in accordance with the intent and understanding that was reached during the course of negotiations as reflected in the MOA and Article 39 of the Agreement;

**NOW THEREFORE IT IS HEREBY UNDERSTOOD AND AGREED AS
FOLLOWS:**

1. Effective as of October 20, 2021, all employees of Tops Markets LLC that were bargaining unit members on or before that date shall be entitled ("grandfathered") to Travel Pay under the terms of the Travel Pay policy (past practice) in effect prior to the current language in Article 39.
2. The purpose of grandfathering in employees who were employed on or before October 20, 2021, is to ensure that those employees are not prejudiced by the revised Travel Pay language of Article 39 that went into effect when the current language in Article 39 was ratified. The Parties recognize that should an issue arise which was not contemplated by the Parties that results in any of the "grandfathered" employees represented by Local One being negatively affected by this Side Letter of


Understanding, then in that circumstance the Parties shall meet to resolve such issue(s) to the mutual satisfaction of both Parties.

3. The Union and the Tops Markets acknowledge that this Side Letter of Understanding in no way represents, nor shall it establish a precedent, practice or waiver which can be asserted in any future matter between the parties not specifically related to the issues contained within this Side Letter of Understanding.
4. The Union and the Tops Markets Agree that this Side Letter of Understanding represents the full, final and complete resolution of this matter and may not be revoked or modified in any respect, except by consent of all Parties signatory hereto.

IN WITNESS WHEREOF, the Parties have executed this Side Letter of Understanding as of the date set forth below.

Date: 11/1/21


**TOPS MARKETS LLC., ADIRONDACK
DIVISION**



Joe Topini
HR Manager

Date: 11/8/21

**UNITED FOOD AND COMMERCIAL
WORKERS DISTRICT UNION LOCAL
ONE**



Steven Pardi
Union Representative