

AGREEMENT BETWEEN

RITE AID

AND

**UNITED FOOD AND
COMMERCIAL WORKERS UNION
LOCAL 951**

EFFECTIVE

November 07, 2008

THROUGH

May 05, 2012

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AGREEMENT

This AGREEMENT, entered into this seventh (7th) day of November, 2008, effective between RITE AID SERVICES, LLC, hereinafter designated as the "Employer" and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 951, its successors and assigns, chartered by UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, hereinafter designated as the "Union."

ARTICLE 1 **INTENT AND PURPOSE**

The Employer and the Union each represent that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

ARTICLE 2 **COVERAGE**

This Agreement shall apply to all associates presently or hereafter employed in stores now or hereafter owned and/or operated by the Employer, doing business as Rite Aid Corporation or otherwise and whether by the same or other person, partnerships, associations or lessees, located within the counties of Allegan, Barry, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Ingham, Ionia, Isabella, Jackson, Kalamazoo, Kent, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Ottawa, St.

Joseph, and VanBuren in Michigan, except only store managers, assistant managers, managers-in-training, pharmacists, interns, supervisors and administrative associates

ARTICLE 3
RECOGNITION, UNION SHOP, CHECK-OFF, DUES

- 3.1 The Union is recognized as the sole representative and bargaining agent for all associates covered by this Agreement.
- 3.2 It shall be a continuing condition of employment that all associates of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing.
- 3.3 Each associate of the Employer who was hired prior to the execution date of this Agreement, and who is not a member of the Union, shall be required to become a member of the Union within thirty (30) days of ratification of this Agreement. Rite Aid shall notify the Union of the change of status, new hires and terminations, by the end of the month following such events. Further, the employer shall notify the Union of any store acquisitions within the Union's jurisdiction no later than fifteen (15) days following such acquisition.
- 3.4 It shall also be a continuing condition of employment that all associates of the Employer who are hired after the execution date of the Agreement shall upon the completion of their probationary period become and remain members in good standing in the Union.
- 3.5 To be a member of the Union in good standing as required by this section, an associate must tender to the Union the periodic dues and the initiation fee

uniformly required as a condition of acquiring or retaining membership. Any associate who is required to be a member of the Union by this section and who fails to render such uniform dues and initiation fees shall not be retained as an associate in the bargaining unit so long as the Union has given written notice to the company and associate of such failure, and such failure is not cured by associate within seven (7) days of such notice. The Employer reserves the right to secure new associates from any source whatsoever.

3.6 Those associates who maintain a non-member status or change their status to a non-member status and are covered by the terms of this Agreement shall be required to pay as a condition of employment, an initial service fee monthly (or otherwise) for the purpose of aiding the Union in defraying costs in connection with the Union's obligations and responsibilities as the exclusive bargaining agent of the bargaining unit herein.

3.7 New associates, pending their application for, and membership in the Union, as aforesaid, shall with all other associates be uniformly subject to the provisions of this Agreement, including those pertaining to wages, hours and working conditions, except new associates within sixty (60) days of hire may be discharged or disciplined without recourse for any reason whatsoever.

3.8 The Employer agrees to deduct biweekly Union dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union from the wages of each associate, present and future to the extent permissible by law as the same shall be due, provided each such associate executes written

authorization and such authorization is turned over to the Employer. The Employer agrees to remit such dues and initiation fees as deducted to the Union.

3.9 The Union shall on or before the tenth (10th) of each month, furnish to the Employer, a list of member associates and the amounts due therefore, including dues owing for the succeeding month. The Employer shall, on or before the 25th day of the same month, deduct and remit such dues as authorized to the Union. At the time of such remittance of check-off sums, the Employer shall also furnish the Union a list of all persons hired within the previous thirty (30) days (or since the last such list was furnished, whichever is later), including name, address, classification, assigned store and date of hire. The Employer shall also furnish from time to time, upon the Union's request and within two (2) weeks of such request, a seniority list of all associates covered by this Agreement.

3.10 The Employer agrees to honor and transmit to the Local Union contribution deductions for the UFCW Active Ballot Club from associates who are Union members and who sign deduction authorization cards.

The deductions shall be in the amount specified on the political contribution authorization and deducted as required by the Local Union.

3.11 The Employer agrees to honor and transmit to the Local Union contribution deductions for the Local 951 Community Foundation from associates who are Union members and who sign authorization cards.

3.12 It is specifically agreed that the Rite Aid assumes no obligation, financial or other, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Rite Aid harmless from any claims, actions, or

proceedings by any associate arising from deductions made by the Rite Aid hereunder for regular dues initiation fees, or other amounts required by the Union to satisfy Union shop provisions of this Agreement.

ARTICLE 4 MANAGEMENT RIGHTS

The management of the business and direction of the working forces, including the right to plan and direct store operations, hire, suspend or discharge for proper cause, transfer or relieve associates from duty because of lack of work or other legitimate reasons only, the right to study or introduce new or improved production methods or facilities and to update job standards/requirements, to require job related training, the right to establish store hours, the right to determine and schedule the amount of work that needs to be performed, the associates to perform the work and the right to schedule and require the performance of overtime work, the right to establish and maintain reasonable rules and regulations, a violation of such reasonable rules and regulations shall be among the causes for discipline or discharge and in general all other functions of management generally recognized as being its prerogative, are reserved to and vested exclusively in the Employer, provided, however, that such rights shall be exercised with due regard for the rights of the associates and subject to the provisions of this Agreement, and without discrimination against any associates. The Union shall be advised regarding changes in store hours.

ARTICLE 5
DISPUTE PROCEDURE

- 5.1 The Union shall have the right to designate or elect one shop steward for each store. The Union will keep the Employer notified in writing of the names of each store steward.
- 5.2 Should any difference, disputes or complaints arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through one or more of the following steps:
- 5.3 Step I. By conference during scheduled working hours between the Union Steward and/or the Union Representative and/or the aggrieved associates or any of them, and the manager of the store. The grievance must be taken up promptly and no grievance shall be considered or discussed which is presented later than fourteen (14) days after the events took place that are the basis of the grievance, with the exception of wage claims which are limited to sixty (60) days.
- 5.4 Step II. If the grievance is not satisfactorily adjusted in Step I, the Union Representative will notify the Human Resources Manager within fourteen (14) days of the date of the Step I grievance response/answer, and a conference will be conducted as soon as possible thereafter between the Union Representative and the Human Resources Manager. In the event of a grievance contesting a discharge, the time limit shall be fourteen (14) calendar days. The Employer shall respond within seven (7) days of the meeting and/or conference.
- 5.5 Step III. If the grievance is not satisfactorily adjusted in Step II, the grievance shall be presented in writing to the Company's Director of Labor Relations or his/her designee no later than ten (10) days from the Human Resource

Managers response/answer. The Employer shall respond within fourteen (14) days of the meeting and/or conference

5.6 Step IV. If the grievance is not satisfactorily adjusted in Step III, either party may, within sixty (60) days from the response to the Step III grievance meeting, in writing, request arbitration to the Employer and the Federal Mediation and Conciliation Service in accordance with the then applicable rules and regulations of the Service.

5.7 The Arbitrator alone shall have the authority to interpret the meaning of this Agreement but shall not have the authority to modify, add to, or detract from this Agreement. With respect to discipline or discharge grievances, the Arbitrator alone shall determine if the discipline or discharge was for just cause, and shall review the penalty imposed. He/she shall have the sole authority to order back pay in whole or in part. The decision shall be final and binding upon both parties and is exclusively and expressly reserved for the parties in this Agreement. The responsibility of the cost of the Arbitrator's fees shall be paid by the party against whom the judgment is rendered by the Arbitrator. It shall be the responsibility of the Arbitrator to declare which party is deemed to have lost and, therefore, is responsible for such costs. If the Arbitrator is unable to make such a determination, the cost will be shared equally by the parties.

5.8 No associate shall be discharged except for just cause. Grievance respecting the discharge or discipline of an associate shall be presented and processed in accordance with the grievance procedures herein above set forth.

- 5.9 Any agreement reached between the Union and the Employer under the grievance procedure by their authorized representatives which in the case of the Union shall be subject to the approval by its Chief Executive Officer, its President, and any decision of the arbitrator under Step 4, shall be final and binding upon the Employer, and the Union and the associate(s) involved.
- 5.10 It is the intention of the contracting parties that, with the exception of those individual grievance privileges expressly set forth herein, in the redress of alleged violation of this Agreement by the Employer, the Union shall be the sole representative of the interests of associates or groups of associates within the bargaining unit. Subject to individual rights expressly set forth in the grievance procedure of this Agreement, only the Union shall have the right under arbitration procedures or in any judicial or adjudicatory forum, to assert and press against the Employer a claimed violation of this Agreement.
- 5.11 Lengthy discussions between associates and representatives of the Union, including the shop steward, or among themselves, concerning disputes, shall not take place during working hours.
- 5.12 The Employer, including all supervisors, shall grant to any accredited Union official access to the store for the purpose of satisfying himself that the terms of this Agreement are being complied with, including but not limited to checking rates of pay, work schedules and time cards. However, no Union official shall enter the store office or pharmacy without being accompanied by the Store Manager or Assistant Manager. Access to the pharmacy shall only be granted if necessary to investigate a grievance. In addition, the Union official shall

announce his/her presence to either the Store Manager, Assistant Manager, or Shift Supervisor before entering the back room of the store. The Union will provide an annual listing of their accredited representatives.

- 5.13 The Employer shall have the right to call a conference with officials of the Union for the purpose of discussing its grievances, criticisms, or other problems.

ARTICLE 6
NO STRIKE, NO LOCKOUT

- 6.1 During the term hereof, the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

ARTICLE 7
OTHER AGREEMENTS

- 7.1 The Employer agrees not to enter into any agreements of understanding with its associates, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.
- 7.2 The Employer agrees not to enter into any other agreements with any other labor organizations during the life of this Agreement with respect to associates covered by this Agreement.

ARTICLE 8
MANAGERS-IN-TRAINING

- 8.1 The Employer may designate persons of its choice as Managers-in-Training. At the conclusion of six (6) months, they shall be appointed Store Managers or

Assistant Store Managers, be placed in one of the bargaining unit classifications or be terminated. Their seniority shall begin as of the time and placement in the bargaining unit.

- 8.2 Managers-in-Training, who are promoted from within the bargaining unit shall, within a period of six (6) months thereafter, be promoted to Store Managers or Assistant Store Managers, or be placed in the bargaining unit of this Agreement. Their seniority shall include time spent as Managers-in-Training.

ARTICLE 9 **WORKING CONDITIONS**

- 9.1 Pay for all Time. The hours of each associate shall be scheduled by the Employer in conformity with this Agreement. Associates shall be paid for all time spent in the service of the Employer.
- 9.2 Work Week: The basic workweek for full-time associates shall be forty (40) hours, which shall be worked in five (5) eight (8) hour days, not necessarily consecutive. Part-time associates shall be scheduled to work a minimum of twelve (12) hours each week. Associates may be scheduled up to two (2) closing shifts per week if business warrants; shifts will be by seniority preference. No Shift Supervisor shall use their seniority to force another Shift Supervisor to work a third (3rd) or more closing shift, except a Shift Supervisor in stores where the management staff (Store Manager, Assistant Store Manager, Shift Supervisor) is three (3) or less.
- 9.3 For purposes of this Agreement, the work week shall be the calendar week, Sunday through Saturday, inclusive.

- 9.4 Work Schedules. Work schedules shall be constructed and posted by department. The departments for all purposes of this Agreement are the Pharmacy and the Front End.
- 9.5 Each full-time associate shall be scheduled for the number of hours in the basic work week as described in Section 9.2, with the understanding that reductions in the basic work week shall be implemented in the reverse order of seniority, by classification, and department.
- 9.6 Posting of Work Schedules. The Employer shall every week, in each store by 12:00 noon on Thursday, post work schedules for such store for the following week, conforming to an associate's seniority. Each associate who is instructed to report to for work shall be guaranteed four (4) hours of work or pay. This guarantee shall be inapplicable in the event of fire, flood, or acts of God, or if the store is closed and said closing is not attributed to the Employer.
- 9.7 Work Schedule Adjustments. If an associate's work schedule is not in conformance with the provisions of the Agreement, such associate shall have until Saturday noon in the week in which the schedule is posted to bring to the Store Manager's or his designee's attention to the scheduling error, and such schedule shall be properly adjusted prior to the start of the work week involved. In the event an associate fails to report the scheduling error as outlined above, the schedule will be deemed acceptable and not subject to a grievance. In no case will an associate be allowed an adjustment that would reduce another associate below the minimum weekly guarantee.

- 9.8 In the event the Manager fails to post the work schedule, as required by the preceding paragraphs, the schedule last posted shall prevail.
- 9.9 In the event adequate staffing cannot be achieved by the Employer, the Employer can require associates in the affected department to work, by assigning such work in the reverse order of seniority by department.
- 9.10 Maximization of hours. Associates requesting to maximize his/her hours by seniority, by classification and department must be available to work the shifts posted on the work schedules. An associate who chooses to limit his/her availability in writing may not be able to maximize his/her hours.
- 9.11 It is understood and agreed that the Employer has the right to determine the mix of full-time and part-time associates, according to the schedules and methods of operations which are established by the Employer.
- 9.12 Associates who, in writing, have voluntarily limited their availability for work may thereafter claim additional available hours but may not claim previously scheduled hours of another associate.
- 9.13 Associates who work in addition to their scheduled time shall not be compelled to take time off to avoid the payment of overtime. If for any reason it becomes necessary to work an associate in addition to his scheduled time, he shall be permitted to work the balance of his week as originally scheduled.
- 9.14 Preference for days off and daily work schedules shall be provided on the basis of seniority, by classification and department.
- 9.15 No associate shall be required to work a split shift. A split shift is defined as two (2) work periods separated by more than the normal lunch period. For any

violation of this provision, the associate shall be paid at the applicable rate of pay from the start of the first work period to the end of the second work period.

- 9.16 Hours of work shall be consecutive, excepting a meal period of not less than one-half (1/2) hour, nor more than one (1) hour, at approximately the middle of the work day. No associate shall work more than five (5) hours without being offered a meal period.

Associates working seven (7) hours in a work day shall receive two (2) fifteen (15) minute rest periods during the work day, one in the first part of the work day and the other in the second part of the work day.

Associates working less than seven (7) hours in a work day shall receive one (1) fifteen (15) minute rest period during such working period. No rest period shall be scheduled until the associate has worked at least two (2) hours unless necessary to do so for emergency reasons. Associates will be permitted to leave the store on non-paid lunch periods.

ARTICLE 10 **WAGES**

- 10.1 The schedule of wage payments shall be as follows:

- All associates as of October 12th with more than one (1) year but less than two (2) years of service who make \$7.50 per hour or less will receive a forty cent (\$.40) wage increase effective October 12, 2008.
- All associates as of October 12th with more than two (2) years but less than five (5) years of service who make \$7.60 per hour or less will receive a forty-five cent (\$.45) wage increase effective October 12, 2008.

- All other associates as of October 12th with more than one (1) year of service will receive a twenty-five cent (\$.25) wage increase effective October 12, 2008.
- All associates with one (1) year of service or less will receive the following:
 - At six (6) months of service: \$.10
 - At twelve (12) months of service: \$.15
- **Future across-the-board increases** will apply only to associates who have completed twelve (12) months of service as outlined below

Effective Date	<u>10/11/09</u>	<u>10/10/10</u>	<u>10/09/11</u>
Increase	\$0.25	\$0.30	\$0.30

Should the state or federal minimum wage rate be increased to a rate that exceeds any associate's current wage rate, the Employer shall increase the impacted associates' rate to the minimum.

10.2 **Shift Supervisors:**

New Shift Supervisors will complete Shift Supervisor Training Program and a sixty (60) day position trial period.

Shift Supervisors will receive the following additional premiums above their straight time hourly rate of pay:

- **Shift Supervisors** will receive the following premium increase:

Effective Date	<u>10/12/08</u>	<u>10/11/09</u>	<u>10/10/10</u>	<u>10/09/11</u>
Current premium	\$.75	\$.75		
Premium increase		\$.25		
New premium		\$1.00	\$1.00	\$1.00

10.3 **Certified Pharmacy Technicians:**

All Pharmacy Associates must take and successfully complete the Rite Aid Pharmacy Technician Certification Program. Once an associate has completed the program and has successfully passed the exam, he/she shall receive the applicable premium over his/her regular straight-time hourly rate of pay.

Certified Pharmacy Technicians will receive the following premium increases:

Effective Date	<u>10/12/08</u>	<u>10/11/09</u>	<u>10/10/10</u>	<u>10/09/11</u>
Current premium	\$.50		\$.75	\$.90
Premium increase	\$.25		\$.15	\$.10
New premium	\$.75	\$.75	\$.90	\$1.00

Any Pharmacy Associate who does not pass the examination the first time, will be offered two (2) additional opportunities to pass the examination within the next 180 days or he/she will be transferred in the Front End of his/her store based upon availability.

10.4 The Employer reserves the right to unilaterally implement and discontinue bonus programs that supplement the wages established by this Article with prior notice to the Union.

10.5 The Employer shall continue regular biweekly pays and furnish to each associate on such days a wage statement showing the period of time covered, name of the associate, straight time and overtime hours worked, total amount of wages paid, and itemized deductions made there from. A similar statement will be given to the associate upon termination of employment.

- 10.6 The Company shall apply the same associate discount policy as it provides to Rite Aid Associates generally. The Employer retains the rights to modify the associate discount policy in the future with prior notice to the Union.
- 10.7 If new job classifications not presently in existence are established, the Employer will negotiate wage rates with the Union.
- 10.8 Rates of pay in pay schedules as set forth in the wage schedule above shall remain in effect and shall constitute the basis of determination of wages for time worked.
- 10.9 If the effective date of any wage increase, including the across-the-board increases, falls within the first week of any pay period, the increase shall be retroactive back to the beginning of that pay period. If the effective date of any wage increase falls within the second week of the pay period, it will not be effective until the beginning of the following pay period.
- 10.10 If a new associate is hired into a store at a pay rate higher than associates already in the store, the Company agrees to review the pay rates of the associates in the store to determine if any adjustments are warranted.

ARTICLE 11
OVERTIME

- 11.1 The basic straight time work week shall consist of forty (40) hours to be worked in five (5) days of eight (8) hours each, not necessarily consecutive. In any calendar week in which a holiday occurs, the basic straight time work week shall consist of thirty-two (32) hours to be worked in the four (4) eight (8) hour days exclusive of the holiday, not necessarily consecutive.

- 11.2 Any associate who works in excess of eight and one-half (8 1/2) hours in any one (1) day or forty (40) hours in any one (1) week, shall be paid the rate of time and one-half (1 1/2) his straight time hourly rate.
- 11.3 Any associate called upon to work the sixth (6th) day in any one (1) work week, shall be paid at the rate of time and one-half (1 1/2) his/her straight time hourly rate.
- 11.4 There shall be no pyramiding of overtime or premium pay. Hours paid for at an overtime or premium rate shall not be used again in the computation of other overtime and premium compensation. When two (2) or more types of overtime or premium compensation are applicable to the same hours of work, the higher rate of compensation only, shall apply.
- 11.5 Any associate who reports for work upon request shall be guaranteed for that day not less than four (4) hours of work or pay to which he would have been entitled for such hours if worked (at his applicable straight time, overtime or premium rate for such hours). An exception to this four (4) hour minimum guarantee shall be made for any Act of God which requires the closure of the store.
- 11.6 It is understood that the guarantee for four (4) hours does not apply to part-time associates whose own available hours are less than the guaranteed minimum.
- 11.7 Work performed by associates on Thanksgiving, Christmas and New Years Day holidays shall be paid for at one and one-half (1 1/2) times the associate's regular rate of pay in addition to the holiday pay provided in this Agreement.

- 11.8 All work performed on Sunday shall be paid at straight time; however, those associates who previously were eligible for premiums on Sunday will be treated as if Sunday were outside the work week. These senior associates will be given preference for Sunday work, but time and one-half will be paid only after forty (40) hours in a non-holiday week and thirty-two (32) hours in a holiday week.
- 11.9 The Employer shall make suitable provisions for recording the hours worked by each associate covered by this Agreement, either through the use of time clocks or such other method as may be satisfactory to the Union.
- 11.10 When requested to do so, the Employer shall make such records available to an authorized representative of the Union for examination.
- 11.11 No associate shall be required to attend Employer meetings during the associate's day off without the payment of the applicable rate of pay and no associate shall be required to change his day off in order to attend Employer meetings.
- 11.12 Scheduled overtime shall be offered by seniority, within each job classification in each store. Daily overtime not previously scheduled, shall be offered by seniority, within each job classification in each store among qualified associates who are presently working in the store when the need for overtime arises. In the event an adequate staff cannot be obtained for overtime work, the Employer will require associates to work in inverse order of seniority to meet staffing requirements in where the least senior associate shall be required to work.

ARTICLE 12
HOLIDAYS

12.1 The following days shall be recognized and paid by the Employer as holidays:

New Year's Day	January 1st
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Personal Holidays	

12.2 All eligible associates who have completed their sixty (60) day probationary period, shall receive holiday pay at their current hourly straight-time rate and based on the average number of hours worked or paid for per week (maximum of forty (40) hours), during the six (6) week period prior to the week in which the holiday occurs, according to the following schedule:

<u>Average Hours Per Week</u>	<u>Holiday Pay</u>
Less than 12 hours	Actual average
12 to 19 hours	4 hours pay
20 to 24 hours	5 hours pay
25 to 29 hours	6 hours pay
30 to 31 hours	7 hours pay
32 hours or more	8 hours pay

12.3 The right to holiday pay shall be forfeited by associates who fail to work their scheduled work day next prior to and after the holiday, unless absence from work on such days is because of any of the following reasons:

- (1) Illness or accidental injury of the associate (The Employer may require where there is a good faith doubt, that the associate produce documentation concerning the illness or injury.);
- (2) Excuse from such work by the Store Manager;
- (3) Authorized funeral leave as provided for in this Agreement.

12.4 All associates in the bargaining unit prior to April 24, 1997, shall be entitled to personal holidays as follows:

<u>Years of Service</u>	<u>Personal Holidays</u>
Twelve (12) months service	One (1) day
Twenty-four (24) months of service	Four (4) days
Five (5) years of service	Six (6) days

12.5 All associates in the bargaining unit after April 24, 1997 but prior to December 16, 2005 shall be eligible for the following personal days:

<u>Years of Service</u>	<u>Personal Holidays</u>
Twelve (12) months of service	One (1) day
Twenty-four (24) months of service	Two (2) days
Thirty-six (36) months of service	Three (3) days
Five (5) years of service	Five (5) days

12.6 All associates in the bargaining unit after December 16, 2005, but prior to November 7, 2008 shall be eligible for the following personal days:

<u>Years of Service</u>	<u>Personal Holidays</u>
Twelve (12) months of service	One (1) day
Twenty-four (24) months of service	Two (2) days

Thirty-six (36) months of service Three (3) days

Associates will be eligible for three (3) personal holidays per anniversary year after thirty-six (36) months of service.

12.7 All eligible associates entering the bargaining unit on or after November 7, 2008 shall be eligible for the following personal days:

<u>Years of Service</u>	<u>Personal Holidays</u>
Twelve (12) months of service	One (1) day
Twenty-four (24) months of service	Two (2) days

Associates will be eligible for two (2) personal holidays per anniversary year after twenty-four (24) months of service.

12.8 Personal days are based on the average hours paid during the prior anniversary year based on the holiday pay schedule. An associate's personal day allotment is updated effective at the beginning of the pay period in which the associate's anniversary occurs. There shall be no carry over from one anniversary period to the next nor shall unused personal holidays be paid.

12.9 Associates shall notify the store manager in writing at least two (2) weeks in advance of his intention to take a personal holiday and the associate shall have the day off with pay or a mutual agreed day with pay no later than the week following the week in which the requested personal holiday occurred. In the event the associate does not receive the day off as provided above, the personal holiday will be treated as any other holiday. Personal days may be scheduled as provided for in this section through out the year except during the period of

November 1 through January 15, except by agreement otherwise between the Union and the Employer.

12.10 All Stewards shall receive one day off per year to be paid by the union for the purpose of attending a Union Steward Seminar. The Union shall provide thirty (30) days' advance notice of the date of the seminar and the list of attendees.

ARTICLE 13
PAID VACATIONS

13.1 Vacation is a work earned benefit. All associates shall receive vacation based on their anniversary date. The following vacation schedule is applicable to all associates in the bargaining unit prior to November 07, 2008:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
1 year	1 week
2 to 7 years	2 weeks
8 to 13 years	3 weeks
14 to 19 years	4 weeks
20 or more years	5 weeks

The following vacation schedule is applicable to all associates in the bargaining unit after November 07, 2008:

<u>Years of Service</u>	<u>Weeks of Vacation</u>
1 year	1 week
3 to 8 years	2 weeks
9 to 17 years	3 weeks
18 or more years	4 weeks

Service shall mean total time employed since the associate's latest hiring date whether full-time or part-time and/or a combination of both full-time and part-time employment.

- 13.2 Vacation pay shall be paid in accordance with the Employer's regular two (2) week pay cycles. An associate who separates or is separated from the Employer's service, voluntarily or involuntarily (including but not limited to separation occasioned by business), except when such associate is duly discharged for dishonesty, shall on separation, be paid vacation pay earned as of his anniversary date. If a person voluntarily separates, they must give one (1) weeks notice and have worked their scheduled hours if they are to be able to collect accrued, but unused vacation time.
- 13.3 The number of hours constituting a vacation week shall be the total number of hours paid to the associate in the preceding year divided by the number of weeks actually worked. In the event the associate was on an approved, written leave of absence for reasons of personal or medical leave, the associate's total number of hours paid in the preceding year will be divided by a figure arrived at by subtracting the number of weeks of such personal or medical leave from the number of weeks employed.
- 13.4 Associates who qualify for same, as hereinabove provided, shall be entitled to their vacations at a time of their choice, subject to personnel needs of the Employer. In case of conflict, vacations will be awarded in line of seniority, by classification and department.

Subject to these conditions, associates may schedule consecutive weeks of vacation.

- 13.5 Vacations can be taken at any time during the year excepting during the period of November 1 through January 15 except by agreement otherwise between the Union and the Employer.
- 13.6 Vacation and personal holiday selection schedules shall be posted by the Employer as follows:
- a. Vacation and personal holiday selection schedules shall be posted from January 1 through April 15 in each store each year.
 - b. Associates may select desired times off for the year in accordance with their seniority and applicable provisions set out in Section 13.5 of this Article.
 - c. Associates who have properly met the requirements set out in 13.6b above shall be guaranteed selected time off by the Employer.
 - d. Associates who fail to make their selections during the time period set out in 13.6a above shall not be allowed to displace less senior associates who have made their selections in timely fashion, but may, however, select desired times off from weeks or days which have not been provisions of this Agreement.
- 13.7 Vacations shall not be carried over from year to year unless necessary due to extenuating circumstances or are on leave of absence under the provisions of Articles 15.3, 15.4, 15.5, or 15.6.
- 13.8 Any associate that would otherwise be entitled to a vacation under the provisions above set forth, but who shall have taken any time off for a period of three (3)

months or longer during the twelve (12) month period immediately preceding the date upon which such vacation was to begin, shall be entitled to the vacation period as above provided for, reduced by the same percentage that the aggregate number of days of such time off bears to three hundred and sixty-five (365).

13.9 It is agreed that if the leave of absence is to accompany a spouse on a military assignment under Article 15, then any vacation pay which the associate would otherwise be entitled to will be reduced using the formula in said Section without regard to whether the leave was less than three (3) months. This means that the entire duration of said leave will be used to reduce the vacation period.

13.10 If a holiday falls during an associate's vacation, he shall receive an additional day's vacation or an additional day's pay. Holiday Pay during a vacation week will be calculated as other personal holidays.

13.11 An associate's vacation allotment is updated effective at the beginning of the pay period in which the associate's anniversary occurs.

13.12 Vacation pay will be included with the associate's regular paycheck.

ARTICLE 14 **SEVERANCE NOTICE OR PAY**

All associates who have been in the employ of the Employer for a period of six (6) months or more shall be given one (1) week's notice or week's pay in lieu thereof, if laid off from employment due to lack of work. Dismissal notice or dismissal wages shall not apply to any associate who is discharged for just cause. Dismissal wages shall not apply to any associate who is temporarily laid off in an emergency

which is not the fault of the Employer, and in no case shall any associate receive dismissal wages more than once in a twelve (12) month period.

ARTICLE 15
LEAVES OF ABSENCE

- 15.1 Jury Duty and Pay. If any associate is required to serve on jury duty, he shall be paid the difference between his pay for such jury services and his normally scheduled hours, for a period not to exceed thirty (30) days; provided that any such associate, if excused from jury service for one (1) full day or more, shall be obligated to report for regular work on the first available day so excused and for subsequent full days so excused.
- 15.2 Bereavement Leave and Pay. Up to three (3) days leave of absence with pay shall be granted to an associate in the event of a death in his family, up to and including the date of the funeral. "Immediate family" is deemed to include parent, mother-in-law, father-in-law, brother, sister, wife, husband, child, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparents, grandparents-in-law, stepmother, stepfather, stepsister, stepbrother, stepdaughter, and stepson, whether or not any said persons resides with the associate and any other relative that resides with the associate. The Employer shall grant such associate up to an additional three (3) days leave of absence without pay if such additional leave shall be necessary or reasonable with respect to the associate's responsibilities arising out of the death and/or funeral of such relative. In case more time is needed, this time shall be granted without pay.

15.3 Personal and Medical Leaves of Absences:

- a. Family Medical Leave of Absence: Associates may be eligible for an unpaid leave of absence under the Family Medical Leave Act (FMLA) in accordance with the terms of Federal Law. Associates must contact Leave of Absence Department at Rite Aid to request an application for leaves covered by FMLA. Any leave of absence that complies with the FMLA coverage definition will be counted toward the time allowed under FMLA leave. For purposes of determining the amount of FMLA leave that remains available, the Company follows the twelve (12) month rolling method starting on the date of the first leave.
- b. Medical Leave of Absence: All full-time associates who meet requirements of this section become eligible on the first (1st) of the calendar month following six (6) months of employment for an unpaid Medical Leave of Absence. All part-time associates who meet requirements of this section become eligible on the first (1st) of the calendar month following twelve (12) months of employment for an unpaid Medical Leave of Absence.
 1. Approved Medical Leaves of Absence will be granted for an initial maximum period of up to thirteen (13) weeks, but may be extended to a maximum period of one hundred and eighty (180) days (with exception of on the job illness or injury) provided that the associate requests such extension in writing, supported by a physician's certification that such extension is necessary, prior to the expiration of the initial Medical

Leave of Absence. If the associate requires additional time off, they must again contact the Leave of Absence Department and complete the application process.

2. Approved Medical Leaves of Absence shall be granted without loss of the associate's seniority and with accrual of seniority. Medical Leaves of Absence in excess of the foregoing periods may be granted by the Employer, but retention of seniority in such event shall require agreement between the Union and the Employer.

For Medical Leave of Absence, the associate must provide written confirmation from their treating physician by twelve o'clock (12:00) PM of the Monday of the week before being allowed to return to work.

Upon presentation of medical evidence to the Employer of availability for work following a leave of absence because of illness or injury, the associate returning from an approved leave of absence shall be returned to his/her previous position at the store, as soon as possible, but no later the next scheduled work week or a comparable position in terms of rates of pay and hours, provided the associate's seniority is sufficient.

3. An approved leave of absence is required for any absence in excess of seven (7) days. Prior to the leave of absence, associates are required to contact the Leave of Absence Department to obtain medical authorization for the leave and to obtain the applicable leave of absence application form, except in case of emergency, in which case the leave

request shall be considered timely. The application forms must be completed, signed by the Store Manager, and promptly returned to the Leave of Absence Department by the associate. Medical necessity for the leave of absence and approved duration will be determined by the Leave of Absence Department.

4. Associates must contact the Leave of Absence Department and their Store Manager within 24 hours of release by the treating physician. If the Store Manager is unavailable, the associate must contact the person in charge. Associates who fail to notify these parties may be subject to discipline.

c. Personal Leaves:

1. A leave of Absence shall be required for any absence in excess of seven (7) days.
2. Qualifications for a leave of absence:
 - a. A Personal Leave of Absence may be granted without pay at the discretion of the Company to associates with six (6) months or more of service.
 - b. An associate must work a minimum of 1040 hours per year in order to be eligible to apply for a Personal Leave of Absence.
3. Application for Leave -- Associates are required to contact the Leave of Absence Department at Rite Aid to request the applicable leave of absence application form. The application form must be completed by the associate, signed by the Store Manager, and the associate must

forward it to the Leave of Absence Department for approval. The Leave of Absence Department shall provide a response to the application.

4. Duration of Leave – Leaves will be granted by the Company to any associate for good and sufficient cause. Such leave shall not exceed three (3) months; extensions require mutual agreement. Associates taking such leave shall accumulate seniority during such leave, but shall not earn or be entitled to any Company benefits.

15.4 For an on the job injury of an associate, leave will be until recovery.

15.5 The Company shall not be required to re-employ any person who is not physically or emotionally capable of performing the duties applicable to his position, and to that end, the Company shall have the right to request and receive a certificate executed by the attending physician of the associate certifying to the fact that the associate is emotionally and physically able to resume his employment duties. The Company may, if it desires, require the associate, prior to the resumption of his employment duties, to be examined by a physician designated by the Company, approved by the Union, at the Company's expense. Leaves of absence in excess of the foregoing periods may be granted by the Employer, but retention of seniority in such event shall require agreement by the Union and the Employer. During a leave of absence, no associate shall engage in any gainful employment.

15.6 An associate taking a leave of absence shall be returned to the store from which the associate took the leave, provided his seniority is sufficient.

15.7 Military Leave. All Associates shall be granted a military leave of absence as provided for under the Uniformed Services Employment and Re-Employment Act (USERRA) and its amendments and shall be returned to his/her position in accordance with the provision of that act.

15.8 Union Leave:

- a. The Employer shall grant a leave of absence to one (1) associate for the purpose of full-time employment by the Union. Person granted such leave will retain and accrue seniority for up to a one (1) year period, after which all seniority rights shall terminate. Contract wage and benefits will not apply during the period of leave for full-time employment by the Union.
- b. In the event of a desired return during the Union leave, the Employer will return the associate to their prior job or a comparable job that their seniority will allow. The Company reserves the right to limit the number of leaves granted for full-time employment to no more than one (1) per year.
- c. Such requests must be received at least four (4) weeks in advance of when they are needed and can be denied if they would be an undue hardship to the operation. Union Leave requests must be approved by the Director of Labor Relations or his/her designee. Upon mutual agreement between the parties, such Union leaves may be extended.

ARTICLE 16
UNIFORMS AND TOOLS

16.1 Any uniforms or tools deemed necessary by the Employer shall be furnished by the Employer at the Employer's expense. Associates shall be permitted to wear

sweaters of a conservative color or a cardigan type approved by the Employer, outside their uniforms, and shall also be permitted to wear slacks of a conservative color approved by the Employer, pursuant to the Rite Aid Dress Code Policy. Employer furnished uniforms shall be laundered by the associate, but shall remain the property of the Employer

ARTICLE 17
BENEFIT PROGRAM

17.1 All full-time associates hired prior to December 18, 2005, averaging thirty-two (32) or more hours per week for a twelve (12) week period, shall be eligible after six (6) months of service for health care benefits. Associates must average thirty-two (32) hours per week in accordance with the Company's quarterly monitoring policy to continue eligibility for full time coverage.

Associates hired after December 18, 2005 must average thirty-five (35) or more hours per week to become eligible for health care full time benefits. Associates must average thirty-five (35) hours per week in accordance with the Company's quarterly monitoring policy to continue eligibility for full time coverage.

17.2 Part-time associates hired on or before December 18, 2005, averaging twenty (20) or more hours per week, for a twelve (12) week period shall be eligible for single coverage benefits after twelve (12) months of service in the bargaining unit. Part time associates hired after December 18, 2005, and prior to November 8, 2008, averaging twenty (20) or more hours per week for a twelve (12) week period, shall be eligible for single coverage benefits after completing twenty-four (24) months of service. Associates must average twenty (20) hours per week in

accordance with the Company's quarterly monitoring policy to continue eligibility for part time coverage.

- 17.3 Rite Aid agrees to maintain or contribute to a Comprehensive Medical Plan, a Prescription Plan, Life Insurance Plan, Short term Disability Plan and a Dental Plan for the benefit of its associates. Each associate who participates in any of these plans is entitled to access to a Summary Plan Description (or Plan Document) of the Plan(s) elected.

The level of benefits for each of these plans shall be set by the Rite Aid Health Fund each year, and shall be no less than the level of benefits offered to the non-represented associates in the area. The plan that is provided shall be the same plan provided to Rite Aid associates generally and is subject to updates and changes once the Company has given advance notice to the Union of any change in carriers or Plan design, and the Union and the Company have met and discussed the impact of these changes prior to implementation.

Optical Plan: Eligible associates shall be offered the Vision Service Plan (VSP) at the rates that are available to Rite Aid associates generally.

- 17.4 For associates who become eligible for and elect to participate in a health care plan, that have not received a health care package within thirty (30) days of becoming eligible, should contact one of the following: Store Manager, District Manager or Human Resources Manager. Failure of the associate to notify management shall not be the basis of denying health care coverage.

- 17.5 The cost of the benefit programs are paid by the Company except for contributions toward the premiums, co-pay and deductibles. It is understood that

these benefits will not be effective for individuals who have not made the required contributions toward premiums.

17.6 Layoff: In the event of layoff, the Employer agrees to pay the monthly benefit contribution or premiums for the month in which an associate has been laid off.

17.7 Rite Aid Health Fund: The Rite Aid Health Fund shall be the only insurance program available. The Rite Aid Health Fund has two options:

Rite Aid Health Fund Option 1 with the rates listed below:

Rite Aid Health Fund Option 2 will be the rates listed below, times (X) 1.25:

Contribution Rates:

Effective	Single	Single plus Child	Single plus Spouse	Family
July 1, 2008	\$18.00/wk	\$23.00/wk	\$24.00/wk	\$28.00/wk
July 1, 2009	\$21.00/wk	\$26.00/wk	\$27.00/wk	\$31.00/wk
July 1, 2010	\$24.00/wk	\$29.00/wk	\$30.00/wk	\$35.00/wk
July 1, 2011	\$27.00/wk	\$32.00/wk	\$33.00/wk	\$42.00/wk

Associates must be eligible/enrolled in Rite Aid Health Fund to qualify for dental plans.

**ARTICLE 18
PENSION PLAN**

18.1 The Employer agrees to participate in and contribute to the U.F.C.W. National Pension Fund. The Employer will execute an instrument agreeing to abide by the provisions of said Trust and Plan, provided that such provisions are not inconsistent with the terms of this Agreement.

18.2 The Employer shall make contributions in the sum of ninety cents (\$.90) per hour for all associates who were covered by the Agreement on or before March 31,

1984. The contribution will be made for all straight time hours worked up to forty (40) per calendar week including hours of holiday and vacation pay.

18.3 The Employer shall make contributions in the sum of ten cents (\$.10) per hour for each associate who became covered by the agreement after March 31, 1984, effective the first of the month following twelve (12) months continuous service on the Employer's active payroll, thirty-five (\$.35) cents per hour after six (6) years service, and sixty-five (\$.65) per hour after 10 years of service.

18.4 No contributions will be made by the Employer for associates off work for any reason.

18.5 The foregoing provisions respecting the Pension Plan are intended to establish the basis and amounts of Employer contributions; and nothing herein contained shall be deemed to establish the benefits or beneficiaries of the Plan, as from time to time amended, which shall be determined by the Trustees thereof pursuant to the Trust Agreement and the Plan, as from time to time amended.

18.6 **Rite Aid 401(k) Plan for Collective Bargaining Associates:** This Rite Aid 401(k) Plan will be offered to all eligible Rite Aid associates. This plan is an associate-only contribution plan. .

ARTICLE 19 **SENIORITY**

19.1 Seniority shall be defined as length of continuous service with the Employer. Seniority will be exercised in accordance with the terms of the Agreement.

19.2 Temporary absence from work, as set forth in this Agreement, shall not break seniority. An associate's seniority may be broken only by quit, justifiable discharge, failure to return to work in accordance with the terms of leave of

absence, if he has been laid off continuously for a period of more than one (1) year, or if he is called back to work after a layoff and does not report for work within one (1) week.

19.3 For the purpose of establishing eligibility for full-time benefits set forth in this Agreement, a full-time person is one who is hired as such, or a part-time associate who averages thirty-two (32) hours or more per week (including the hours of work on Sundays and holidays) for the preceding calendar quarterly monitoring period, except where additional hours are worked in the replacement of associates who are absent due to vacations, illness or personal leaves of absence. Full-time associates involuntarily reduced to part-time shall continue to be classified and treated as full-time until they have averaged less than thirty-two (32) hours per week (including the hours of work on Sunday and Holidays) for the preceding calendar quarterly monitoring period. During the calendar quarterly monitoring periods, associates off for one (1) week or more due to illness and/or layoff shall not be reclassified and the number of weeks worked shall be frozen and, on his return to work, shall continue as if there was no break for the purpose of qualifying.

19.4 In no case will part-time associates accumulate seniority over full-time associates.

19.5 Layoff and Recall. When the Employer elects to reduce the size of the work force, due to lack of work, such layoffs shall be accomplished in inverse order of seniority by classification and department. Laid off associates shall have the right to bump the least senior associate in their department in a lower

classification or bump a junior associate within their classification, working at a store within their metropolitan area, as defined in the Agreement. Associates bumped under this provision shall have the same bumping rights as a laid off associate.

- 19.6 Full-Time Job Openings. Full-time job openings shall be posted in the affected store(s) for a period of three (3) days (excluding Saturday, Sunday and Holidays) and the most senior part-time associate bidding shall be given the job and reclassified to full-time status. Copies of the postings shall be maintained at the store for sixty (60) days and shall be made available to the Union upon request.
- 19.7 Seniority rights for layoff and store closing will be limited to a thirty (30) mile radius of the associate's home store.
- 19.8 When a full-time associate is involuntarily reduced to part-time, his seniority shall be frozen for a period of one (1) year, and shall pick up previous full-time seniority when returned to full-time. When a full-time associate voluntarily reduces himself to part-time, his part-time seniority is dated from the original date of hire.
- 19.9 When the transfer of an associate to a different store in the same metropolitan area becomes necessary for justifiable reasons, such transfer shall be made in the reverse order of seniority or on a voluntary basis. The Employer shall make every effort to assign associates to a store where such transfer shall require the lesser travel time from his home.

- 19.10 Such transfer will not be applied in an arbitrary, capricious or discriminatory manner, nor shall it be utilized as a device for creating hardship to the associate in order to provoke his resignation.
- 19.11 Stewards shall have top seniority with respect only to layoff (a reduction in hours shall be construed as layoff) in their stores. No Steward shall be transferred without the consent of that Steward and the Union, except in the event of a store closing.
- 19.12 Associates shall perform any work which the manager of the store may direct with the understanding that when an associate is assigned to a job with a lesser rate, he will be entitled to his regular rate of pay unless, due to a decrease of work, he has been regularly assigned to a lower rated job and desires to retain such job rather than accept a layoff. Associates directed to perform the primary function of a higher rated job, shall receive the next higher rate of pay within that higher rated job that is higher than his own, for all time spent performing that higher rated job.

ARTICLE 20
UNION COOPERATION

- 20.1 The Union agrees to the reasonable rules and regulations of the Employer in regard to punctual and steady attendance, conduct on the job, and all other reasonable rules and regulations established by the Employer.
- 20.2 The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery.

- 20.3 The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.
- 20.4 The Union recognizes the need for improved methods and output in the interest of the associates and the business, and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in educating its members on the necessity for such changes and improvements.
- 20.5 The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interests of conservation and waste elimination.

ARTICLE 21
GENERAL

- 21.1 Notwithstanding anything herein to the contrary, past practice as to coverage of associates shall prevail, and the Employer shall take no action that shall circumvent or attempt to circumvent the Union representation of the associates who have been represented, and are presently represented by the Union.
- 21.2 It is agreed that in the event any Article, Section or clause hereof shall be deemed invalid under applicable law or regulations that the various remaining Articles, Sections and clauses of this Agreement shall be deemed to be severable and of continuing effect insofar as they shall not be affected thereby.
- 21.3 The Employer and the Union agree that substitute provisions to replace any part of this Agreement invalidated pursuant to the foregoing shall be incorporated into this Agreement within thirty (30) days thereafter.

- 21.4 Use of the male gender herein shall, except as context required otherwise, be deemed to include the female gender.
- 21.5 The Employer shall provide a bulletin board or other space in each store, satisfactory to the Employer, for the posting of copies of this Agreement, Union Rules, and such other approved notices.
- 21.6 The Union shall supply the Employer with one Union Store Card which may be displayed on the premises, at the option of the Employer. Such card shall remain the property of the Union and shall be surrendered to the Union upon demand.
- 21.7 No associate or applicant for employment covered by this Agreement shall be requested or required by any representative of the Employer to be a subject of a Polygraph (lie detector) test for any reason whatsoever.
- 21.8 The Employer and the Union shall not discriminate against any associate for reasons of age, sex, race, creed, color, national origin or Union activity.
- 21.9 Associates are to notify management two (2) hours prior to the start of their scheduled shift if unable to report for work, other than for the opening shift.
- 21.10 An associate who has been out ill for three (3) or more consecutive days shall, if requested, furnish a doctor's certificate if the associate was attended by a doctor on their own, or other evidence of illness.
- 21.11 Associates shall be subject to the Company's Drug and Alcohol Policy, as those standards may be modified or amended by the Company from time to time; provided, however, that prior to implementing any change in the Drug and Alcohol Policy, the Company will give the Union notice of the proposed change and an opportunity to bargain. Any request to bargain by the Union, must be received by

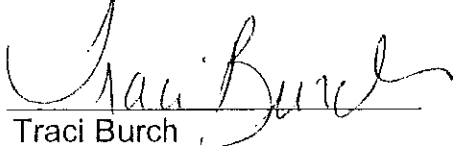
the Company within fifteen (15) calendar days after the Union received a copy of the proposed changes.

ARTICLE 22
EXPIRATION

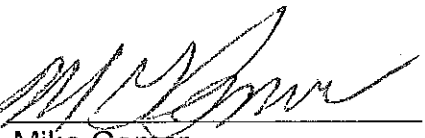
This Agreement shall be effective the seventh (7th) day of November, 2008, and shall continue in full force and effect to and including May 5, 2012, thereafter from year to year unless either party serves notice in writing upon the other at least sixty (60) days prior to said expiration date or any anniversary thereof, that such parties desire to terminate this Agreement. It is agreed, however, that where no such termination notice is served and the parties desire to continue this Agreement, but desire also to negotiate any changes or revisions in this Agreement, each party may serve upon the other a notice, at least sixty (60) days prior to said expiration date or any anniversary thereof, advising that such party desires that the parties change or revise designated provisions of this Agreement.

Pending negotiations on such proposed changes or revisions, or pending effectuation of changes or revision which may, in fact, be negotiated, this Agreement shall continue in full force and effect, provided that the parties reserve the right without further notice and notwithstanding the provisions of Article 6 hereof, the exercise of all lawful and economic recourse after said expiration date or any anniversary thereof, including strikes and other concerted activities, in support of demands for change or revisions, and to thereupon, by notice to such effect forthwith terminate this Agreement.

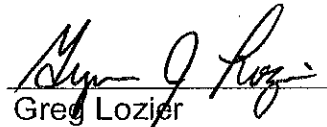
FOR THE EMPLOYER:
RITE AID SERVICES, LLC.

By: 
Traci Burch
Senior Director, Labor Relations


Date: 12-17-08

By: 
Mike Comer
Senior Human Resources Manager

Date: 12-16-08

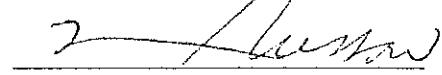
By: 
Greg Lozier
Human Resources Manager

Date: 12-16-08

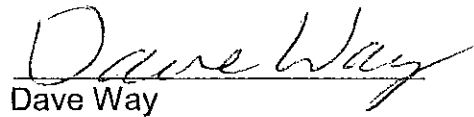
By: 
Paul Yunker
Human Resources Manager

Date: 12-16-08

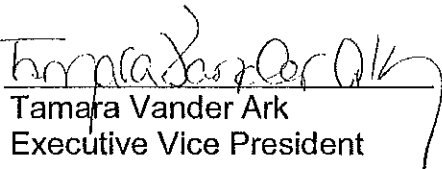
FOR THE UNION:
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 9517

By: 
Marv Russow
President

Date: 12-05-08

By: 
Dave Way
Vice President

Date: 12-5-08

By: 
Tamara Vander Ark
Executive Vice President

Date: 12-08-08