

**PETITION TO THE HONORABLE JUDGE ROBERT D. DRAIN**  
**UNITED STATES BANKRUPTCY COURT**  
**SOUTHERN DISTRICT OF NEW YORK**

We, the members of UFCW/RWDSU Locals 27, 152, 342, 371, 400, 464A, 1262, 1245, 1500, 338, 100r, 1034, 1360 and 1776, are collectively submitting our position in opposition to the granting of Section (1113) and Section (1113e) of the Federal Bankruptcy Laws.

The above-cited Sections were enacted in support of assisting members of Labor Unions against the horrors of the Bildisco Decision, which decimated members of Labor Unions in the Bankruptcy Court. Ironically, these two Sections enacted by Congress are now also being used against rather than in favor of Labor Unions as initially intended.

Factually, the above cited Unions, along with all other Unions holding Collective Bargaining Agreements with A&P/Pathmark and other Related Banners, granted contract concessions and givebacks totaling in excess of \$625 million. This money, given to the Company, was more than the funds all other lenders combined gave in the Reorganizational Bankruptcy proceedings. The money the Unions gave to the Company was specifically conditioned on certain commitments, guarantees and contractual provisions contained in the executed Term Sheets. Some of the more notable contractual conditions were as follows:

1. The Company, going forward, was to reinvest substantial sums of money in store renovations.
2. In the event of a sale, the Company agreed that the stores would be sold to Union Employers.
3. Specific contract guarantees would be continued, including seniority and severance pay.

The Bankruptcy Laws are also clear concerning the obligations of a Company seeking discontinuance of a Collective Bargaining Agreement in whole or in part, Sections (1113) and (1113e). Any proposed modifications sought by an Employer of a Collective Bargaining Agreement must assure that all of the affected parties are treated fairly and equitably, Section (1113(b)(1)(a)).

The law also clearly states that the Union has good cause to refuse to accept a proposal where the Company has failed to provide the Union with information necessary to evaluate the proposal, Section (1113(c)(2)).

The law also clearly states that a failure to provide required information to the Union members results in a denial of the implementation of Section (1113).

The Company is laying out a paper trail, not intended to bring about a negotiated settlement, but rather to satisfy their understanding that negotiations were commenced and failed to result in an agreement.

The Company clearly is giving the membership nothing in exchange for the \$625 million in concessions and givebacks.

Further, the Company has failed to reinvest money in renovating stores, in the guarantee that all stores would be sold to Union Employers and in honoring the language preserving seniority and severance pay.

All of these actions are in direct violation of the Term Sheets upon which we made our multi-million dollar concessions, and which were approved by Your Honor in the Bankruptcy Court.

The Company is also refusing to provide us the information necessary to evaluate their proposal, and refuses to discuss the Tier II bidding process and status thereof.

The Company's threat to seek modifications by throwing out in total or in part our Collective Bargaining Agreements, violates the guarantee that affected parties be treated fairly and equitably.

We respectfully request that our Union contracts remain intact, and that we be afforded the protections under that contract for which we bargained in good faith and contributed \$625 million in concessions and givebacks.