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Title: **Stop & Shop Supermarket Company and United Food and Commercial Workers Union (UFCW), AFL-CIO, Local 464A (2003)**

K#: **6371**

Employer Name: **Stop & Shop Supermarket Company**

Location: **NJ**

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

Local: **464A**

SIC: **5411**

NAICS: **445110**

Sector: **P**

Number of Workers: **1050**

Effective Date: **04/20/03**

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K # 6371

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* AGREEMENT *
BY and BETWEEN

STOP & SHOP

NEW JERSEY

37 pp

and

Y5/04

UFCW LOCAL 464A UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION AFL CIO New York · New Jersey

UNITED FOOD and COMMERCIAL WORKERS INTERNATIONAL UNION

LOCAL 464A

245 PATERSON AVENUE • LITTLE FALLS, N.J. 07424

AFFILIATED WITH AFL-CIO

EFFECTIVE: 4/20/03 EXPIRES: 8/18/07

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A G R E E M E N T

THIS AGREEMENT made this 20th day of April, 2003, by and between THE STOP & SHOP SUPERMARKET COMPANY (hereinafter referred to as the "Employer"), and the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL #464A, AFL-CIO (hereinafter referred to as the "Union"), for and on behalf of its members now employed and who may be hereafter employed by the Employer and who, in this Agreement, shall be designated as "employees".

ARTICLE 1. - RECOGNITION

The Employer hereby recognizes the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #464A, AFFILIATED WITH THE AFL-CIO, as the exclusive representative of its meat, poultry, fish, appetizer and delicatessen department employees, both full-time and part-time, in the present and future stores of the Employer located within the present and future jurisdictional area of the said Local Union within the States of New Jersey and New York.

ARTICLE 2. - REPRESENTATION

It is further agreed that the accredited official of the Union will constitute the Union representative in all negotiations between the Employer and the Union.

ARTICLE 3. - EMPLOYMENT

The Employer, on requiring additional or new help will secure the same from the Employment Office of the Union providing, however, such individuals qualify. The Union agrees that its Employment Office will not discriminate against non-union applicants. All new employees will secure a work card from the Union Office or from a Union official prior to commencing work.

ARTICLE 4. - UNION SHOP

A. All employees covered by this Agreement shall, as a condition of employment become members of the Union on or after the thirtieth (30th) day following the beginning of such employment or the effective date of this Agreement, whichever is the later, and shall thereafter maintain their membership in the Union in good standing.

B. Any employee who is expelled or suspended from the Union because of non-payment 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 or dues, the failure of payment of which has caused the expulsion or suspension.

ARTICLE 5. - DUES DEDUCTION

The Employer will deduct weekly from each employee dues and initiation fees that may be due the Union, provided the employee has authorized the deduction in writing. The deductions will start with the first (1st) week following thirty (30) days of employment and each succeeding week thereafter. Such deductions will be forwarded monthly to the Secretary-Treasurer, together with a list setting forth the name and social security number of each employee and the amount of money remitted on his or her behalf.

ARTICLE 6. - RIGHT TO VISIT STORES

It is mutually agreed that the authorized representatives of the Union have the right to visit the Employer's stores at any time to check working conditions, examine payrolls and otherwise insure proper compliance with this contract. The authorized representatives of the Union will make a good faith effort to notify the Store Manager or his designee of his presence prior to beginning his visit to the store.

ARTICLE 7. - PROBATIONARY PERIOD FOR NEW EMPLOYEES

The trial period for new employees shall be the first (1st) sixty (60) days of employment.

ARTICLE 8. - SENIORITY AND LAYOFFS

A. The Employer recognizes the principles of seniority and shall be governed by these principles in the matters of layoffs and recalls as provided in Paragraph E below.

B. Seniority is defined as the employee's continuous length of employment with the Employer. An employee's seniority shall be considered broken in the event of any of the following:

1. The employee quits or resigns.

2. The employee is discharged for cause.

3. The employee's rights to recall have expired.

4. The employee fails to return to work in accorda with the terms of leave of absence without prior approval by Employer.

C. The Employer shall furnish the Union quarterly wit seniority list containing the names, store identificatio social security number, job classifications, dates of hire, da of birth and rates of pay of all its employees subject to t Agreement. In addition, the Employer will supply bi-weekly names, job titles, locations and pay of all new employees and terminations.

D. Full-time employees will not be laid off before pa time employees in the same classification within a mutua agreed upon geographical area, provided such full-time employ are available on a part-time basis for the hours required to worked within the classification. It is not the Employe intent to replace the full-time work force with a part-time w force, nor is it the intent of the Union to eliminate the pa time work force.

E. Employees shall be laid off within classification o after one (1) week's notice in writing to the Union and employee; however, in the event that unusual circumstances bey the control of the Employer, including but not limited emergencies or acts of God, consumer boycotts and leafletti reduce the need for employees on a short-term basis, foregoing notice provision shall be reduced from one (1) week eight (8) hours. All laid off employees will retain rights recall for one (1) year. No new employee shall be hired un all laid off employees have been recalled. Notice of any rec will be by certified mail sent to the home of the employee wit copy to the Union. The employee must return to work within se (7) days of receipt of letter or forfeit all rights to reca All recalls will be on a seniority basis. The provisions of t subsection E shall be applicable only after six (6) months continuous service with the Employer.

F. An employee absent because of illness (includ maternity) or accident, including workers' compensation, sh retain seniority rights for eighteen (18) months. The provisi of this subsection F shall be applicable only after six months of continuous service with the Employer. Absences sixty (60) days or less shall not adversely affect w progressions, personal holidays or sick leave entitlements. Employer may require physical examinations by a Medical Doct Such examinations will be solely at the expense of the Employe

G. Full-time employees with one (1) year or more continuous service who are laid off through no fault of their shall be given preference for part-time employment and guarant a minimum of sixteen (16) hours and a maximum of twenty-nine (hours of work per week by classification at his or her full-t

hourly rate of pay.

H. In a store where a full-time employee is laid off, no part-time employee shall be hired in the store within the same classification where the layoff took place until such time as the employee last laid off shall be returned to full employment, unless the employee's rights of recall has expired, or unless the last laid off full-time employee has declined such part-time employment as is made available by the Employer.

I. Employees of acquired stores who are hired and retained after the completion of their probationary period shall have seniority for layoff purposes only among themselves in the acquired stores, but not over other employees employed by the Employer prior to any such acquisition.

ARTICLE 9. - DISCIPLINE, GRIEVANCE PROCEDURE AND ARBITRATION

A. No employee shall be disciplined or discharged except for just cause including, but not limited to intoxication, dishonesty, incompetency or inability to perform the job. An employee has the legal right to be represented by a Shop Steward or Business Representative during any investigatory interview with the Employer which could lead to discipline. Use of discipline records is limited to three (3) years prior to the date of the incident.

B. If the Union and the Employer cannot agree as to the justification of the discipline and/or the discharge, the dispute shall be submitted to arbitration.

C. The Employer shall submit written notice of an employee's discharge from employment to the Union by certified mail within seven (7) days from the date of such discharge. If the Union decides to proceed to arbitration concerning an employee's discharge, it shall notify the Employer by certified mail of its intention to proceed to arbitration within sixty (60) days of receipt of the Employer's notice of discharge.

D. Any disputes, differences or grievances arising out of the interpretation, application, breach or claim of breach of the provisions of this Agreement shall be settled solely and exclusively in the following manner:

1. By conference with the duly authorized officials of the Union and a representative of the Employer designated by the executive in charge of the Employer's unit.

2. In the event that such dispute, difference or grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such dispute, difference or grievance arising out of the interpretation,

application, breach or claim of breach of the provisions of thi Agreement shall be submitted to arbitration at the request o either party to the respective New York or New Jersey Board o Mediation.

E. The decision of the arbitrator designated by th Mediation Board shall be final and binding upon the parties. Th parties agree that the expenses of arbitration shall be born equally between them.

F. The arbitrator shall not have the power to arbitrat provisions of a new Agreement, or to arbitrate away in whole o in part any provisions of this Agreement, nor shall he have th power to add to, delete from or modify the provisions of thi Agreement.

G. Any employee who shall, at the discretion of th arbitrator be required to testify at or attend any hearings o arbitration, mediation or settlement of any question o violations of this Agreement shall not suffer any loss in wage by reason thereof.

H. Any and all rights applicable to an employee shall b asserted, discussed and adjusted solely and exclusively by th duly authorized officials of the Union and not by an individua member acting on his or her own behalf.

ARTICLE 10. - TRANSFERS

A. The Employer shall consider seniority at store level b classification as well as sound business reasons in makin transfers.

B. If an employee is temporarily or permanentl transferred more than twenty-five (25) miles beyond the mileag from his or her home store, he or she shall receive twenty ($.20 cents per mile for each such additional mile traveled. The hom store is defined as the store to which the employee wa permanently assigned as of January 15, 1987.

C. No travel pay shall be due in the event of a transfe caused by a store closing, a promotion or a lack of seniority t retain a job at store level.

D. The Employer shall notify the Union and the employee i writing seven (7) days in advance of a permanent transfer.

E. Temporary transfers shall be limited to a maximum o two (2) weeks.

F. The seniority of an employee shall not be affected by a transfer.

G. There will be no reduction in nor elimination of travel pay being paid at the beginning of this Agreement because of an interpretation of this Article.

H. Unreasonable or punitive transfers shall be subject to the grievance procedure.

I. No employee shall suffer a reduction in pay because of a transfer from one location to another.

ARTICLE 11. - GOVERNMENT ENACTMENT OF MAXIMUM HOURS

Should any law be enacted by the United States Government or State Government which will fix a maximum hours work week for retail food markets at a point lower than that specified herein, then such work week shall become the maximum work week for the employees affected by this Agreement for the unexpired term of this Agreement.

ARTICLE 12. - PARTNERSHIP AND SEPARATE AGREEMENTS

The Employer agrees that it will not enter into individual contracts or partnerships with its employees during the term of this Agreement.

ARTICLE 13. - UNION SUPPORT

The Union agrees to do everything within its power to enforce the rules and regulations and, through advice, instruction and example, maintain the standard of work. The Union agrees to take the necessary disciplinary measures where justified complaints are made by the Employer against an employee or employees.

ARTICLE 14. - GRANTING INFORMATION ON WAGES AND HOURS

It is agreed between the Union and the Employer that the Employer will furnish to the Union detailed information as to wages paid to any Union member.

ARTICLE 15. - UNION SIGNS

The Union agrees to furnish the Employer at least one (1) Union store card for each of the Employer's stores, to be hung and displayed in the Meat Department and to be visible to all. Such cards remain the property of and shall be surrendered to the Union on demand.

ARTICLE 16. - HOLIDAYS

A. The following holidays shall be observed, depending o eligibility as set forth in paragraphs C, D, and G below.

New Year's Day	Election Day (November)
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Five (5) Personal Days

B. In addition, if Christmas or New Year's Eves fall o the full-time employees' regularly scheduled work day, one-hal (1/2) of the employees working shall be scheduled off Christma Eve one (1) hour earlier with pay and the remaining half (1/2 scheduled off New Year's Eve one (1) hour earlier with pay.

C. Employees shall be eligible to receive the followin holidays after six (6) months of continuous service:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Two (2) Personal Days
Labor Day	

D. Employees shall be eligible to receive the followin additional holidays after thirty-six (36) months of continuou service:

Election Day
Three (3) additional personal days

E. Personal days shall be earned beginning with eac contract year and may be taken by the employee upon giving te (10) days notice to the Store Manager. Personal days shall b selected by employees with mutual agreement by the Store Manager Personal days for employees hired after February 9, 1991, shal be earned and may be taken pursuant to the schedule set forth i section F.

F. Employees entitled to two (2) personal days during th first thirty-six (36) months of employment shall be entitled t take one (1) personal day during each six (6) months of th contract year. Employees entitled to five (5) personal day shall be entitled to use one (1) personal day per calenda quarter of each contract year except for the first (1st) year o employment when they will be eligible for one (1) personal da after six months. The fifth (5th) personal day shall be take during the first (1st) half of the calendar year.

G. 1. Part-time employees with six (6) months or more o continuous service shall receive the same paid holidays as full-time employees in Section C of this Article above, including tw (2) personal days. Employees hired on or before February 9, 199 shall receive holiday pay on a pro-rata basis and shall b

guaranteed a minimum of four (4) hours as holiday pay. Employees hired after February 9, 1991 shall receive four (4) hours as holiday pay.

G. 2. Part-time employees shall be eligible to receive the additional holidays set forth in Section D of this Article above after thirty-six (36) months of continuous service.

H. 1. In the event any employee is required to work any of the above holidays, he or she shall receive time and one-half (1-1/2) the straight time rate for all hours worked in addition to holiday pay. Employees hired after February 9, 1991 must be eligible to receive holiday pay in order to be eligible to receive premium pay for work on the holiday. Any employee who works on a holiday shall be guaranteed a minimum of four (4) hours of work.

H. 2. Part-time Prepared Food/Service Clerks (new to the industry) hired on or after January 5, 1999 and before April 20, 2003, working in all departments except the meat department, shall receive a premium of $1.50 per hour in addition to their hourly rate of pay for each hour worked when eligible for the holiday during their first thirty (30) months of service. Thereafter, they shall receive time and one-half (1-1/2) the straight-time hourly rate for all hours worked on holidays. Employees working in the industry on January 5, 1999 who are employed by the Company shall receive time and one-half (1-1/2) their straight-time hourly rate for all hours worked on a holiday when eligible for said holiday.

H. 3. Part-time Prepared Food/Service Clerks (new to the industry) hired on or after April 20, 2003, working in all departments except the Meat Department, shall receive a premium of $1.00 per hour for each hour worked when eligible for the holiday for a period of one (1) year. Thereafter, they shall receive $1.50 per hour premium for the next eighteen (18) months. After thirty (30) months of service, they shall receive time and one-half (1-1/2) the straight-time rate of pay for all hours worked on holidays. Employees working in the industry and receiving time and one-half on April 20, 2003, who are employed by the Company, shall continue to receive time and one-half (1-1/2) their straight-time hourly rate for all hours worked on a holiday when eligible for said holiday.

I. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Federal Government determined Monday Holidays shall be observed on Monday.

J. The basic work week for full-time employees in a holiday week shall be thirty-two (32) hours for forty (40) hours' pay. Time and one-half (1-1/2) shall be paid for all time worked after thirty-two (32) hours. Employees may work a fifth (5th) day during a holiday week at their straight-time rate of pay by mutual consent.

K. Work on holidays shall be rotated fairly amongst a full-time and part-time employees.

L. There shall be no rescheduling of employees in holiday week.

M. No employee shall be required to work on Easter Sund or December 25th.

N. Employees shall be required to work the scheduled d before and the scheduled day after the holiday to be eligible f holiday pay except when excused for good or just cause.

ARTICLE 17. - REGULAR WORK WEEK AND MAXIMUM HOURS

A. 1. A week's work for all full-time employees shal consist of forty (40) hours per week divided into eight (8) hou per day over a period of five (5) days, Monday through Saturda All work in excess of eight (8) hours in any one (1) day or fort (40) hours in any one (1) week, but not both, shall be paid f at one and one-half (1-1/2) the straight-time rate. Full-tin employees are defined as those working thirty (30) hours per wee or more Monday through Saturday.

A. 2. Full-time employees, on a voluntary basis b mutual agreement between the Employee and the Employer, may elec to work four (4) ten (10) hour days, Monday through Saturda entitling said Employee up to three (3) days off per week. A work in excess of ten (10) hours in any one (1) day or forty (4 hours in any one (1) week, but not both, shall be paid for at o and one-half (1-1/2) the straight-time hourly rate. Employee working four (4) ten (10) hour days shall not suffer any loss i total hours of sick leave time, holidays, personal time, funera leave and jury duty time.

B. 1. There shall be no split shifts. There shall be first shift starting time between 6:00 A.M. and 9:00 A.M. f each full-time employee, hired before January 15, 1984, includi Sunday.

B. 2. There shall be no split shifts. There shall be first shift starting time between 6:00 A.M. and 10:00 A.M. f each full-time employee hired on or after January 15, 198 excluding Sunday. The starting time on Sunday shall be betwe 6:00 A.M. and 11:00 A.M.

B. 3. There shall be no split shifts. There shall be second shift starting time between 11:00 A.M. and 3:00 P.M. f each full-time employee, including Sunday.

Assignment of the second shift shall be made in t following order:

1. New Hires,

2. Volunteers,

3. Night Crew,

4. Employees Hired After January 1, 1979 by Inverse Order of Seniority.

5. To Protect an Employee From Layoff.

C. The starting times in Section B shall be uniform for employees hired or appointed prior to January 1, 1995, except that one day in each work week a full-time employee may be scheduled to begin work at any time within the said starting time at the employee's straight-time hourly rate. Any work performed before the starting time will be paid at the rate of time and one-half (1-1/2). Full-time employees hired or appointed on or after January 1, 1995 who are assigned to work on the first shift may be scheduled to work two (2) days a week on the second shift. All full-time employees who are currently assigned or who may be assigned in the future on the second shift may be scheduled to work three (3) days a week on the first shift on a seniority basis.

D. If a full-time employee is called in to work on his or her regularly scheduled day off, he or she shall be paid time and one-half (1-1/2) for all hours worked. However, in the event a pattern of absenteeism is established, an employee may be required to work a minimum of forty (40) hours in such weeks in order to receive the premium pay as above. Part-time employees called in to work on their scheduled day off shall be guaranteed a minimum of four (4) hours of work at straight time.

E. The Employer guarantees to schedule its regular full-time employees forty (40) hours of work per week.

F. 1. Part-time employees hired before January 15, 1984 shall be scheduled a minimum of twenty (20) hours per week, Monday through Saturday.

F. 2. Paragraph F.1. not withstanding, part-time employees hired before January 15, 1984 may be scheduled a minimum of sixteen (16) hours and a maximum of twenty-nine (29) hours in a four (4) consecutive week period provided, however, the total hours scheduled in the four (4) week period must equal at least eighty (80) hours.

F. 3. Part-time employees hired on or after January 15, 1984 shall be scheduled a minimum of sixteen (16) hours per week, Monday through Saturday.

F. 4. Part-time employees hired after February 9, 1991 shall be scheduled a minimum of twelve (12) hours of work per

week, Monday through Saturday. Upon completion of eighteen months of continuous service, the employee may request a review of his scheduled hours and the Employer shall schedule four (4) additional hours per week, if the employee so desires increasing the minimum guarantee to sixteen (16) hours per week.

F. 5. Any work performed in excess of eight (8) hours in any one (1) day shall be paid at the rate of time and one-half (1-1/2). Part-time employees are defined as those working between twelve (12) and twenty-nine (29) hours per week, Monday through Saturday. No employee shall be hired to work less than twelve (12) hours per week. Any part-time employee working six (6) consecutive weeks of thirty (30) hours or more will become a full-time employee, except while relieving for vacation, extended illness or any extenuating circumstances.

G. 1. Sunday shall not be part of the work week. In the event a store is open for business on Sunday, the work in the Meat Department shall be rotated fairly using a ratio of one (1) full-time employee to two (2) part-time employees. All employees working on Sunday shall be guaranteed a minimum of four (4) hours' work.

G. 2. If there is work available in the Meat Department, the meat wrapper shall be included in the rotation either in the Meat Department or the Deli Department for Sunday work.

H. Full-time employees hired before January 15, 1984 who work on Sunday shall be paid pursuant to the following schedule:

1. Full-time employees employed as Meat Department Heads, Journeyman Butchers and full-time employees employed in the Fish and Poultry Departments at the top rate shall receive their applicable hourly rate plus a $12.00 per hour premium.

2. Deli and Appy Department Heads shall receive their applicable hourly rates plus a $10.00 per hour premium.

3. All other full-time employees at the top rate shall receive their applicable hourly rate plus $9.00 per hour premium.

4. Employees receiving the aforementioned Sunday premium rates shall continue to receive such rate until the Sunday premium rate is equivalent to the employee's hourly rate at time and one-half (1-1/2). Then, in such event, the employee shall be paid time and one-half (1-1/2) for all hours worked on Sundays.

I. 1. All full-time employees hired after January 15, 1984 and all part-time employees shall receive one and one-half (1-1/2) times their straight-time rate for work performed on Sunday.

I. 2. Part-time Prepared Food/Service Clerks (new to the industry) hired on or after January 5, 1999 and before April 20, 2003, working in all departments except the meat department, shall receive a premium of $1.50 per hour in addition to their hourly rate of pay for each hour worked on Sundays during the first thirty (30) months of service. Thereafter, they shall receive time and one-half (1-1/2) the straight-time hourly rate for all hours worked on Sundays. Employees working in the industry on January 5, 1999, who are employed by the Company, shall receive time and one-half (1-1/2) the straight-time, hourly rate for all hours worked on Sundays.

I. 3. Part-time Prepared Food/Service Clerks (new to the industry) hired on or after April 20, 2003, working in all departments except the Meat Department, shall receive a premium of $1.00 per hour for each hour worked on Sundays for a period of one (1) year. Thereafter, they shall receive $1.50 per hour premium for the next eighteen (18) months. After thirty (30) months of service, they shall receive time and one-half (1-1/2) the straight-time hourly rate for all hours worked on Sundays. Employees working in the industry and receiving time and one-half on April 20, 2003, who are employed by the Company, shall continue to receive time and one-half (1-1/2) for all hours worked on Sundays.

J. The Employer shall post work schedules in ink by Friday 6:00 P.M. of each week for the following week. Once posted, work schedules will not be changed except for sound business reasons such as, but not limited to, fire, flood and power failures.

K. Night shifts shall be scheduled from 12:01 A.M. to 8:30 A.M. (which shall include a one-half (1/2) hour lunch period) five (5) consecutive nights Monday through Saturday. At least two (2) employees will be on duty at all times.

The Night Shift premiums shall be:

Night Shift Head.....$25.00 per week

Full-Time Night Shift Employee.....$15.00 per week

Part-Time Night Shift Employee.....$ 3.00 per night

L. Any employee will be permitted to promptly examine his or her own time card or payroll record upon request at store level.

M. Overtime shall be fairly rotated among all full-time employees within classification.

ARTICLE 18. - LUNCH PERIOD

All full-time employees shall be guaranteed at least one-half (1/2) hour for lunch, as close to the middle of their shift as possible. If employees are required to work overtime, one-half (1/2) hour for supper shall be granted which shall not be deemed as hours worked providing the overtime shall be of at least two (2) hours duration.

ARTICLE 19. - REST PERIOD

A. All full-time employees shall be granted a fifteen (15) minute rest period twice a day, once in the first half of the shift and once in the second half of the shift, which rest period shall be deemed as time worked. No full-time employee shall be required to punch a time card in and out or to sign a time sheet in and out for any rest period.

B. All part-time employees shall receive a fifteen (15) minute rest period for every four (4) hours of work. Part-time employees may be required to punch in and punch out for rest periods.

ARTICLE 20. - VACATIONS

A. All full-time employees hired before January 15, 198 shall receive the following vacations with pay:

After 1 year of service..... 2 weeks' vacation
(One of which may be taken after 6 months of service)
After 6 years of service.....3 weeks' vacation
After 12 years of service.....4 weeks' vacation
After 25 years of service.....5 weeks' vacation

B. Part-time employees hired before January 15,1984 shal have the same vacation benefits as full-time employees hire before January 15, 1984 on a pro-rata basis. Vacation benefit for such part-time employees shall be based on the average of th calendar year prior to the vacation but in no event to be les than twenty (20) hours per week.

C. All full-time employees hired on or after January 15 1984 shall receive the following vacations with pay:

After 1 year of service..... 1 week's vacatic

After three (3) years of service.....2 weeks' vacatic

After eight (8) years of service.....3 weeks' vacatic

After fourteen (14) years of service..4 weeks' vacatic

D. Part-time employees hired on or after January 15, 984 shall receive the same vacation benefits as full-time employees hired on or after January 15, 1984 on a pro-rata basis. Vacation benefits for such part-time employees shall be based on the average of the calendar year prior to the vacation but in no event to be less than sixteen (16) hours per week. The vacation benefit for employees hired after February 9, 1991 shall be no less than twelve (12) hours per week except that the employee may request a review of his scheduled hours after eighteen (18) months of continuous service and shall receive a vacation benefit of sixteen (16) hours per week if he is so scheduled. Part-time employees hired after February 9, 1991, with five (5) years or more of continuous service, shall receive vacation benefits based on the average straight-time hours worked during the fifty-two (52) weeks prior to the vacation, but in no event to be less than sixteen (16) hours per week.

E. Vacation pay for a full-time employee shall be computed on the basis of the employee's straight-time earnings, including all premiums (night shifts and box pay).

F. All vacations become due on each anniversary (hire) date of the employee and may be taken during the ensuing twelve (12) months. Two (2) weeks only may be taken during the summer months. Those employees eligible for three (3), four (4) and five (5) weeks of vacation will take them outside these summer months by mutual consent.

G. Employees will be paid vacation pay prior to taking the vacation by separate check or computed to avoid tax penalty.

H. In the event of a transfer, an employee shall not lose a previously scheduled vacation.

I. The Employer shall determine the number of employees, if any, within each classification in each store who may be on vacation at the same time.

J. Employees who voluntarily retire or resign with two (2) weeks' written notice or who are involuntarily terminated by the Employer, except for dishonesty when sustained by an arbitrator or when the employee so charged fails to file a grievance or when the grievance is not processed to arbitration, shall receive pro rata vacation pay within two (2) weeks after the time of the termination.

K. Any employee who receives his or her vacation during a holiday week shall receive, at the option of the Employer, one (1) extra day's pay or one (1) additional day off the week immediately following.

L. The vacation entitlement of employees absent because of illness, injury or authorized leave of absence (but not including

vacation, sick leave days or death in the family leave) for sixt (60) days or less, shall not be adversely affected.

M. Vacation pay due a deceased employee (including pr rata as in J above) shall be paid to the heirs or estate of th deceased employee.

N. Vacations shall be granted to employees on a Compar seniority store level basis.

ARTICLE 21. - SCALE OF WAGES

A. The weekly scale of wages shall be as appears i Schedule "A", "B" or "C" attached hereto and made a part of thi Agreement and shall not be reduced during the term of thi Agreement.

B. Payday shall be the same day each week. If payday i normally on Friday, the Employer shall make every effort to pa employees before 12:00 noon. If payday falls on a holiday, th Employer shall make every effort to distribute pay the day befor the holiday.

ARTICLE 22. - MILITARY LEAVE OF ABSENCE

In the event that any employee now or hereafter become engaged in military or naval service of the United States c America for the purpose of training or otherwise, then and i such event he shall be given a leave of absence for such peric of service without prejudice to his seniority rights c privileges. Upon the termination of his service, he shall b reinstated within a period of ninety (90) days from the date c his discharge from Government service and given the same jc which he held at the time he left for service and shall be full compensated in accordance with the provisions contained herein c pursuant to the Agreement which had been in effect at the time c his resumption of service with the Employer.

ARTICLE 23. - NATIONAL GUARD SERVICE RESERVES

A. Any full-time employee who is a member of an organize reserve program or in the National Guard shall be eligible for two (2) week leave of absence, subject to extension i exceptional cases, without pay.

B. Such leave of absence may be in addition to th employee's regularly scheduled vacation period in order that th employee may participate in the military training required b such organization.

C. Any employee who wishes to use his regular vacation period for military absence shall be paid in accordance with the regular vacation procedure.

ARTICLE 24. - BETTER CONDITIONS

Nothing in this Agreement shall operate to deprive any employee of a special privilege or to reduce the present wage or increase the working time of any employee covered under the provisions of this Agreement.

ARTICLE 25. - LAUNDRY, TOOLS AND EQUIPMENT

All linens required by the Employer to be worn by the employee will be furnished and laundered by the Employer. The Employer shall supply all tools and equipment in a good and workable condition to all employees requiring the same without any cost to the employees.

ARTICLE 26. - ENFORCEABILITY OF ANY PART OF AGREEMENT

The parties hereto agree that should any section, part or paragraph of this Agreement be declared by established courts to be unlawful, invalid, ineffective, or unenforceable, said section, part or paragraph so declared shall not affect the validity and enforceability of any other section, part or paragraph hereof, and the remainder of this Agreement shall continue to remain in full force and effect.

ARTICLE 27. - NO DISCRIMINATION

There shall be no discrimination against any employee by the Employer or Union regardless of race, color, creed, sex or nationality in the matter of hours, wages or working conditions, except that the Employer will have the right to choose and designate the type of employee whenever the said Employer applies for an employee to the Union, and the Union agrees to furnish the type of employee so designated.

ARTICLE 28. - SUCCESSORS & ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto and to their respective heirs and assigns.

ARTICLE 29. - LIABILITY CLAUSE

It is further agreed between the respective parties that no liability shall be chargeable to the Union for any act of its members and the only liability of the Union shall be such as may be agreed to in writing by the Union and such agreement signed by an officer duly qualified and authorized by the members of the Union.

ARTICLE 30.
WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE

The Employer agrees to cover its employees under Workers' Compensation and Unemployment Insurance regardless of the number of employees presently employed.

ARTICLE 31 - SICK LEAVE

A. All full-time employees hired before January 15, 1984 are eligible to receive in each calendar year a maximum of twelve (12) paid sick leave days of eight (8) hours each or pay for unused sick leave days.

B. All employees hired or appointed to full-time after January 15, 1984 shall be eligible to receive the following sick leave days of eight (8) hours each or pay for unused sick leave days:

After six (6) months ..... 3 days
After twelve (12) months ..... 5 days
After twenty-four (24) months ..... 8 days
After thirty-six (36) months ..... 10 days

C. Terminated full-time and eligible part-time employees except those terminated for dishonesty, when sustained by an arbitrator, or when the employee so charged fails to file a grievance, or when the grievance is not processed to arbitration, will be paid the unused portion of their sick leave on a pro-rata basis thirty (30) days after termination subject to the formula set forth in Sections A, B, F or G of this Article above, whichever is applicable.

D. Unused sick leave/bonus days will be paid to full-time and eligible part-time employees, and payment will be made during the first (1st) thirty (30) days following the end of the calendar year.

E. Sick leave benefits for any employee will be paid no later than the second (2nd) week following return from sick leave.

F. All part-time employees hired before January 15, 1984 shall receive in each calendar year, a maximum of six (6) paid sick leave days or pay for unused sick leave days.

G. 1. All part-time employees hired on or after January 15, 1984 with one (1) year of continuous service shall be eligible to receive in each calendar year a maximum of five (5) paid sick leave days beginning with the second scheduled sick leave day.

G. 2. All part-time employees hired on or after January 15, 1984 with five (5) years of continuous service shall receive in each calendar year a maximum of five (5) paid sick leave days or pay for unused sick leave days.

H. Part-time sick leave shall be based on the average hours of the five (5) weeks preceding the sick leave during which work was performed but at no time less than four (4) hours per day.

ARTICLE 32. - JURY DUTY

A. Employees shall be eligible to receive jury duty benefits after one (1) year of continuous service. Any employee called to serve as petit juror shall be paid the difference in pay between base pay and the amount received for jury service for a maximum of ten (10) days in any one (1) year period. Any employee called to serve as grand juror shall be paid for a maximum of twenty (20) days in any one (1) year period. However, employees who volunteer for grand jury service shall be paid for a maximum of ten (10) days in any one (1) year period.

B. An employee dismissed from Jury Duty sufficiently early to enable the employee to work four (4) hours or more of a scheduled shift, including reasonable travel time, shall report to the store to complete the shift.

C. If a full-time employee is called for Jury Service for less than five (5) days, the employee will report to work for the number of days he or she was not called to Jury Service.

D. Part-time employees shall receive the same jury service benefits as full-time employees based on their normal part-time schedule after one (1) year of continuous service.

ARTICLE 33. - DEATH IN THE IMMEDIATE FAMILY

A. All full-time employees with six (6) months or more of continuous service shall be entitled to the next three (3) scheduled days off and pay therefor in the event of death in the employee's immediate family. Immediate family is defined to mean parents, mother-in-law, father-in-law, child, sister, brother,

wife or husband, grandparents of employee or spouse and grandchildren.

B. The employee's scheduled day off and Sunday shall not count as any part of the three (3) days.

C. In the event of the death of a brother-in-law or sister-in-law, the employee shall be granted one (1) scheduled day off and pay therefor to attend the funeral services.

D. Part-time employees shall be eligible to receive death leave benefits, after one (1) year of continuous service in the event of a death in the employee's immediate family as defined in paragraph A immediately above. Part-time employees shall be entitled to up to three (3) scheduled days off from the date of death to the date of the funeral at four (4) hours' pay per scheduled day.

ARTICLE 34. - GENERAL PROVISIONS

A. Employees in the 464A bargaining unit shall not be transferred to another bargaining unit in the store. Local 464A members may be transferred to another 464A department for lunch relief and emergencies. The Employer shall have the right to interchange, on a temporary basis, Meat Wrapper and Deli/Appy/Seafood Clerks for lunch periods, emergencies and to provide adequate customer service.

B. Supervisors shall not use the tools of the trade except for store openings and training, or emergencies with notification to the Union.

C. The meat wrapper shall not perform the duties of the meat cutter. However, the Union and the Employer shall work together to maximize customer service in the meat department.

D. The Employer and the Union will discuss the establishment of a reasonable dress code policy.

E. The Employer shall comply with State laws governing lie detector tests.

F. The Union agrees to use its best efforts to ensure that the stores are adequately staffed on Sundays and Holidays.

ARTICLE 35. - DESIGNATED CHOPPED MEAT/SAUSAGE MAKER CLERK

Where the Employer designates a full-time Meat Department Clerk to perform the additional duties necessary to grind and prepared chopped meat and sausage, designated Chopped Meat/Sausage Maker Clerks shall receive a wage premium of $25.00 per week above their current Clerk rate of pay. It is understood

that the establishment of this classification will in no way reduce the number of full-time meat cutters, nor will it reduce their regular hours, overtime or Sunday work rotation.

ARTICLE 36. - DEPARTMENT HEADS

A. The Employer shall notify the Union and the employee one (1) week in advance, in writing, on demotion of Department Heads setting forth reasons for demotion and the Union shall have the right to investigate same before demotion is effective.

B. Department Heads demoted shall be returned to same classification before promotion at the rate of pay he or she received before the promotion, plus contract increases.

C. If a Department Head voluntarily requests demotion, he or she shall be returned promptly to the classification held before promotion at the rate of pay he or she received before the promotion, plus contract increases. Any excessive delay in acting on the voluntary request shall be subject to the grievance procedure.

ARTICLE 37. - SAFETY

A. The Employer and the Union shall jointly form a Safety Committee of six (6) -- three (3) from Management and three (3) from Labor. The Committee shall work toward providing all employees the safest possible equipment and working conditions. The Employer shall provide whatever statistical information is required.

B. Journeymen Meat Cutters and Boxmen shall be supplied with leather or mesh aprons and mesh gloves while performing box work upon request.

C. Employees shall not be required to enter delivery vehicles which are unsafe.

D. Wrapping machines will be equipped with the cool rod type or mechanical cutter.

E. The Employer agrees to make every reasonable effort to limit box meat to no more than 100 pounds.

ARTICLE 38. - BOX MEN - PREMIUM PAY

All box men shall receive ten ($10.00) dollars per week premium pay.

ARTICLE 39. - TECHNOLOGICAL CHANGES

A. No full-time Meat Department employee on the Company' payroll as of April 19, 2003 shall be laid off or reduced t part-time solely due to the introduction of prepackaged meat.

B. The above paragraph does not apply where there ar store closings or a significant downturn in business.

C. The Employer agrees to discuss technological change with the Union prior to the introduction of any such changes.

ARTICLE 40. - CENTRAL CUTTING PLANT

The Employer agrees not to establish a central meat cuttin plant during the life of this Agreement. Notwithstanding thi provision, the parties agree to discuss this Article.

ARTICLE 41. - RELIEF DEPARTMENT HEADS

A. Full-time employees relieving any Department Head shal be paid from the first (1st) day as relief Department Head in th event relief duties extend after three (3) days as relief manage in any one (1) week.

B. Full-time employees relieving for vacation period shall be paid the contractual rate from the first (1st) day. N part time employee will perform the duties of or relieve the Meat Manager at any time.

ARTICLE 42. - BULLETIN BOARDS

The Union shall share existing bulletin boards in market for the use of regular Union notices to the members.

ARTICLE 43. - SHOP STEWARDS

A. The Union shall have the right to appoint or to have elected a Shop Steward who shall have superseniority for layoff purposes.

B. Shop Stewards, Executive Board and Policy Board member shall be permitted to attend one (1) day of Local #464A seminar a calendar year for which they shall be paid eight (8) hours.

ARTICLE 44. - PENSION FUND

A. The Employer shall contribute One Hundred Forty Dollars ($140.00) per month for each full-time employee to the Pension Fund of the United Food and Commercial Workers Union, Local #464A, at no cost to the employee.

B. All contributions to the Pension Fund for newly hired full-time employees shall commence the first of the month following the first thirty (30) days of employment. Contributions for Local #464A members start immediately upon employment.

C. The Employer shall contribute Forty-One Dollars ($41.00) per month for each part-time employee to the Pension Fund of the United Food and Commercial Workers Union, Local #464A, beginning with the first of the month following six (6) months of employment, at no cost to the employee.

D. In the event an employee is out because of illness or an approved leave of absence, the Employer shall continue to make contributions to the Union Pension Fund on behalf of the employee on the same basis as if the employee was working for a period of time not to exceed two (2) monthly contributions.

E. The parties agree that the contributions to the Pension Fund shall be deductible in full for the employer's taxable year with respect to which the contribution is made. The determination as to the deductibility shall be based on the information furnished by the Fund Actuary concerning the funding status of the Pension Fund at the time the contribution would be due. In the event that the contributions required by this Article are not deductible, the parties agree that the said contributions will be diverted to the Welfare Service Benefit Fund. All current and future negotiated Welfare Service Benefit Fund contributions provided for in this Agreement are to continue in full force and effect without setoff or deduction.

ARTICLE 45. - WELFARE SERVICE BENEFIT FUND

A. Effective May 1, 2003 the Employer shall contribute Four Hundred and Seventy-Five Dollars ($475.00) per month for each full-time employee to the Welfare Service Benefit Fund of the United Food and Commercial Workers Union, Local #464A, at no cost to the employee.

B. Effective May 1, 2004, the contribution to the Welfare Service Benefit Fund for each full-time employee shall be Four Hundred and Ninety-Five Dollars ($495.00) per month.

C. Effective May 1, 2005, the contribution to the Welfa Service Benefit Fund for each full-time employee shall be Fi Hundred and Twenty Dollars ($520.00) per month.

D. Effective May 1, 2006, the contribution to the Welfa Service Benefit Fund for each full-time employee shall be Fi Hundred and Forty Dollars ($540.00) per month.

E. Effective September 1, 2007, the contribution to t Welfare Service Benefit Fund for each full-time employee shall Five Hundred and Seventy Dollars ($570.00) per month.

F. All contributions to the Welfare Service Benefit Fu for full-time employees shall commence the first of the mon following six (6) months of employment. Contributions for Loc #464A members shall be made immediately provided the employee w covered by the Fund within ninety (90) days prior to t employee's date of hire.

G. 1. Effective May 1, 2003, the Employer shal contribute Eighty-Two Dollars ($82.00) per month for each part time employee to the Welfare Service Benefit Fund of the Unite Food and Commercial Workers Union, Local #464A, at no cost to th employee.

G. 2. Effective May 1, 2004, the contribution to th Welfare Service Benefit Fund for each part-time employee shall b Eighty-Four Dollars ($84.00) per month.

G. 3. Effective May 1, 2005, the contribution to th Welfare Service Benefit Fund for each part-time employee shall b Eighty-Six Dollars ($86.00) per month.

G. 4. Effective May 1, 2006, the contribution to th Welfare Service Benefit Fund for each part-time employee shall b Eighty-Eight Dollars ($88.00) per month.

G. 5. Effective September 1, 2007, the contribution t the Welfare Service Benefit Fund for each part-time employe shall be Ninety Dollars ($90.00) per month.

G. 6. Contributions on behalf of part-time employee shall commence with the first of the month following six (6 months of employment.

H. In the event an employee is out because of illness o an approved leave of absence, the Employer shall continue to mak contributions to the Welfare Service Benefit Fund on behalf o the employee on the same basis as if the employee was working fo a period of time not to exceed two (2) monthly contributions.

I. The Union may elect to have contributions diverte during the term of this Agreement from the Legal Service an

Educational Benefit Funds, as provided in Articles 46 and 47, to the Welfare Service Benefit Fund in order to increase its reserves.

J. In the event of any change in state or federal legislation affecting the tax deductibility of this coverage, the parties immediately shall meet to discuss all necessary changes to the Plan to insure that the Employers' Health and Welfare costs shall not increase.

ARTICLE 46. - LEGAL SERVICE FUND

A. The Employer shall contribute Three Dollars and Fifty Cents ($3.50) per month to the Prepaid Legal Service Fund of the United Food and Commercial Workers Union, Local #464A, for each full-time employee at no cost to the employee.

B. The Employer shall contribute One Dollar and Fifty Cents ($1.50) per month to the Prepaid Legal Service Fund of the United Food and Commercial Workers Union, Local #464A, on behalf of all part-time employees who have attained one (1) year of employment, at no cost to the employee.

C. All contributions to the Legal Service Fund for full-time employees shall commence the first of the month following one (1) year of employment. Contributions for Local #464A members shall be made immediately, provided the employee was covered by the Fund within ninety (90) days prior to the employee's date of hire.

D. In the event an employee is out because of illness or an approved leave of absence, the Employer shall continue to make contributions to the Legal Service Fund on behalf of the employee on the same basis as if the employee was working for a period of time not to exceed two (2) monthly contributions.

E. The Union may elect to have contributions during the term of this Agreement, diverted from the Legal Service Fund to the Welfare Service Benefit Fund, in order to increase its reserves.

ARTICLE 47. - EDUCATIONAL BENEFIT FUND

A. The Employer shall contribute Fifty Cents ($.50) per month to the Educational Benefit Fund of the United Food and Commercial Workers Union, Local #464A, for each full-time and part-time employee at no cost to the employee.

B. Contributions to the Educational Benefit Fund for all full and part-time employees shall commence the first of the month following twenty-four (24) months of employment. Contributions for Local #464A members shall be made immediately,

provided the employee was covered by the Fund within ninety (90) days prior to the employee's date of hire.

C. In the event an employee is out because of illness or an approved leave of absence, the Employer shall continue to make contributions to the Educational Benefit Fund on behalf of the employee on the same basis as if the employee was working for a period of time not to exceed two (2) monthly contributions.

D. The Union may elect to have contributions during the term of this Agreement diverted from the Educational Benefit Fund to the Welfare Service Benefit Fund in order to increase its reserves.

ARTICLE 48. - LEAVE OF ABSENCE

A. If a full-time employee desires a leave of absence, the Employer shall give consideration to granting the leave of absence.

B. Permission to grant a leave of absence shall not be unreasonably withheld.

C. Leaves of absence shall be without pay and shall be for a maximum of thirty (30) days in any one (1) year, unless otherwise required by law.

ARTICLE 49. - APPRENTICE MEAT CUTTERS' RATIO

In the Meat Department, the ratio of employment shall be one (1) apprentice meat cutter for every three (3) journeymen meat cutters.

ARTICLE 50. - MANAGEMENT

The Employer reserves the right to the operation of its business and the direction of its working forces including, but not limited to, the establishment of the opening and closing time of stores, the assignment of employees starting and stopping hours, the right to interchange employees starting and stopping hours, transfer, suspend, layoff, promote, demote, discharge for just cause, transfer employees from one store location to another subject however, to the provisions of this Agreement.

ARTICLE 51. - LEGISLATIVE CLAUSE

A. In the event a Federal, State or Local Government shall enact legislation, during the term of this Agreement, affecting the application of any of the provisions hereunder, including but not limited to, wages or fringe benefits, the parties hereto recognize their obligation to comply with such new restrictive

legislation. Thereafter, if the provisions, including, but not limited to, wages or fringe benefits, of this Agreement may be lawfully reinstituted, the parties hereto further agree that they shall reinstitute as soon as possible, the provisions of this Agreement as if no such new restrictive legislation had been enacted.

B. The Employer and the Union agree to comply with the relevant provisions of the Family and Medical Leave Act, the Americans with Disabilities Act and the Clean Air Act. The Employer expressly reserves any rights it may have under any of the foregoing legislation.

ARTICLE 52. - NO STRIKE - NO LOCKOUT

A. There shall be no cessation of work, no strikes, no picketing or other interference with the operations of the Employer, or lockouts for any cause whatsoever, during the life of this Agreement.

B. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Employer's places of business. Notwithstanding the foregoing, in view of the perishable nature of the products handled the Union agrees that the above rights shall not be exercised unless the Employer has been notified by the Union by registered mail at least three (3) working days in advance of its intention to honor the picketing Union's line.

C. The Union and its members may participate in all Union activities, strikes and boycotts as may be permitted by existing legislation or court decisions.

D. In the event of any modification, amendment or repeal of existing legislation which affects the rights of the Union and its members in participating in labor disputes or Union activity, the Employer agrees that the Union and its members shall be permitted to engage in such Union activity as hereinbefore permitted and provided for in previous collective bargaining agreements with the Union.

ARTICLE 53. - REPLACEMENT CLAUSE

A. The Employer agrees that the total number of full-time employees on the payroll at the expiration of this Agreement, including those on leave in the military service, shall not be less than the number of employees on the Employer's payroll on

January 11, 1975, except in the event of a store closing or significant decline in operations which can be verified appropriate documentation. The Union reserves the right submit any dispute under this clause to arbitration.

B. Full-time employees who leave their employment for a reason shall be replaced by another full-time employee.

ARTICLE 54. - PART-TIME EMPLOYEES

A. From the first day the part-time employee begins wo on a full-time basis, they shall begin to accrue and earn the full-time benefits, other than wages and vacations as set for in Section E below, as other full-time employees except th part-time employees transferring to full-time status shall ea full-time sick leave on a pro-rata basis, minus sick lea already used in that year.

B. When full-time openings become available, part-ti employees will be given preference to fill the full-ti openings.

C. Part-time employees laid off and recalled within a o (1) year period shall receive their former hourly rate of pay a seniority reinstated back to last employment date.

D. No part-time employee can be required to perform t work of or relieve the Meat Department Manager.

E. Part-time employees shall receive one-half (1/ service credit toward full-time wage rate (to a maximum increa of One Dollar ($1.00) per hour and thereafter progress on t applicable scale) and vacation benefits when promoted to ful time.

F. All part-time employees who are interested in obtaini full-time positions shall place their name on a bid sheet. Wh a full-time job opportunity becomes available within t department, the Employer shall consider the qualification abilities, and seniority in awarding said full-time positio Seniority shall control when all other factors are equal.

ARTICLE 55. - POLICY AND PROCEDURE CHANGES

The Union shall be notified in advance of any changes policy and procedure by the Employer.

ARTICLE 56. - EVALUATION OF EMPLOYEES

A. The Employer agrees to evaluate all its employees for the purpose of upgrading.

B. Any employee selected for Management training will remain in the bargaining unit until such training and the promotion to a Management position has been completed.

ARTICLE 57. - DELINQUENT CONTRIBUTIONS

A. It is agreed that, if the Employer fails to make timely contributions and becomes delinquent to the Pension, Welfare, Legal Service and the Educational Benefit Funds, the Employer shall be responsible for interest, as the Trustees may direct, from the date the contributions were due. In addition, the Employer will be responsible for any Legal fees and/or Court costs incurred because of such delinquency.

B. The Employer further agrees that, if the Trustees deem it necessary, the Employer's payroll records may be examined to determine whether or not the Employer is meeting the terms of this Agreement and the Trust Agreement.

ARTICLE 58. - TIME WORKED

The Employer agrees in making contributions to the Pension, Welfare, Legal Service and Educational Benefit Funds to compute as time worked all time paid for such as holidays, vacations and sick leave days. The payroll records of the Employer shall be evidence of time paid for.

ARTICLE 59. - MOBILE MEDICAL UNIT

A. The Employer agrees to permit any eligible employee who so desires up to one (1) hour of paid time once a year to take preventative medical tests furnished by the Local 464A Mobile Medical Unit.

B. The time of the visit shall be by prior mutual agreement.

ARTICLE 60. - CREDIT UNION

A. The Employer agrees to make every reasonable effort to provide payroll deductions for all employees who desire to join the Liberty Savings Federal Credit Union and who have signed a proper authorization for such deductions.

B. If the Employer has a federally approved Credit Unic established prior to the date of this Agreement, the Employe shall not be bound by Paragraph A immediately above.

ARTICLE 61. - EXPIRATION

THIS AGREEMENT shall be in full force and effect from th day and year aforementioned through the 18th day of August, 2007 and thereafter from year to year unless either party, sixty (60 days prior to the expiration date, shall serve upon the othe written notice of any changes or demands to be made.

IN WITNESS WHEREOF, the parties have hereunto set thei hands and seals the day and year aforementioned.

FOR THE STOP & SHOP SUPERMARKET COMPANY

BY

FOR UNITED FOOD AND COMMERCIA WORKERS INTERNATIONAL UNION, LOCAL #464A, AFL-CIO

BY

THE STOP & SHOP SUPERMARKET COMPANY

SCHEDULE "A"

(ALL FULL-TIME WAGES BASED ON A 40-HOUR WORK WEEK)

All employees on progression shall remain on progression. Such employees upon reaching the top of the scale shall receive the applicable general wage increases listed below, except all employees on the payroll as of April 20, 2003, shall receive the first General Wage Increase.

A. GENERAL INCREASES	EFFECTIVE 4/20/03	EFFECTIVE 4/18/04	EFFECTIVE 4/17/05	EFFECTIVE 10/16/05	EFFECTIVE 4/16/06	EFFECTIVE 10/15/06	EFFECTIVE 4/15/07
MEAT DEPARTMENT HEAD.....	$15.00	$20.00	$15.00	$20.00	$15.00	$15.00	$15.00
BOXMAN.....	$15.00	$15.00	$15.00	$17.00	$15.00	$15.00	$15.00
JOURNEYMAN MEAT CUTTER..	$15.00	$15.00	$15.00	$17.00	$15.00	$15.00	$15.00
SEAFOOD & POULTRY WORKERS (WHERE APPLICABLE).....	$15.00	$15.00	$15.00	$17.00	$15.00	$15.00	$15.00
DELI/APPY HEAD.....	$15.00	$15.00	$15.00	$17.00	$15.00	$15.00	$15.00
MEAT WRAPPERS, SEAFOOD AND DELI/APPY CLERKS.....	$15.00	$15.00	$15.00	$13.00	$15.00	$15.00	$15.00
ALL PART-TIME EMPLOYEES WITH 3 OR MORE YEARS OF SERVICE HIRED PRIOR TO 4/19/03 (EXCLUDING PART-TIME MEAT CUTTERS).....	$ .25	$ .25	$ .25	$ .25	$ .25	$ .20	$ .35

SCHEDULE "A" (Continued)

(ALL FULL-TIME WAGES BASED ON A 40-HOUR WORK WEEK)

B. MINIMUM WAGES	EFFECTIVE 4/20/03	EFFECTIVE 4/18/04	EFFECTIVE 4/17/05	EFFECTIVE 10/16/05	EFFECTIVE 4/16/06	EFFECTIVE 10/15/06	EFFECTIVE 4/15/07
MEAT DEPARTMENT HEAD.....	$971.00	$991.00	$1,006.00	$1,026.00	$1,041.00	$1,056.00	$1,071.00
BOXMAN.....	$912.00	$927.00	$ 942.00	$ 959.00	$ 974.00	$ 989.00	$1,004.00
JOURNEYMAN MEAT CUTTER...	$902.00	$917.00	$ 932.00	$ 949.00	$ 964.00	$ 979.00	$ 994.00
SEAFOOD & POULTRY WORKERS (WHERE APPLICABLE).....	$902.00	$917.00	$ 932.00	$ 949.00	$ 964.00	$ 979.00	$ 994.00
DELI/APPY HEAD.....	$836.00	$851.00	$ 866.00	$ 883.00	$ 898.00	$ 913.00	$ 928.00
MEAT WRAPPERS, SEAFOOD AND DELI/APPY CLERKS.....	$780.00	$795.00	$ 810.00	$ 823.00	$ 838.00	$ 853.00	$ 868.00
PART-TIME MEAT CUTTERS.....	$ 22.55	$ 22.925	$ 23.30	$ 23.725	$ 24.10	$ 24.475	$ 24.85
PART-TIME EMPLOYEES (EXCLUDING PART-TIME MEAT CUTTERS) AT OR ABOVE $13.30 AS OF 4/19/03.....	$ 13.55	$ 13.80	$ 14.05	$ 14.30	$ 14.55	$ 14.75	$ 15.10
PART-TIME EMPLOYEES (EXCLUDING PART-TIME MEAT CUTTERS) AT $12.65 BUT BELOW $13.30 AS OF 4/19/03.....	$ 12.90	$ 13.15	$ 13.40	$ 13.65	$ 13.90	$ 14.10	$ 14.45

SCHEDULE "B"

EMPLOYEES HIRED OR APPOINTED ON OR AFTER JANUARY 15, 1984 AND BEFORE JULY 19, 1987

(ALL FULL-TIME WAGES BASED ON A 40-HOUR WORK WEEK)

A. MINIMUM WAGES	EFFECTIVE 4/20/03	EFFECTIVE 4/18/04	EFFECTIVE 4/17/05	EFFECTIVE 10/16/05	EFFECTIVE 4/16/06	EFFECTIVE 10/15/06	EFFECTIVE 4/15/07
MEAT DEPARTMENT HEAD.....	$946.00	$966.00	$981.00	$1,001.00	$1,016.00	$1,031.00	$1,046.00
BOXMAN.....	$887.00	$902.00	$917.00	$ 934.00	$ 949.00	$ 964.00	$ 979.00
JOURNEYMAN MEAT CUTTER.	$877.00	$892.00	$907.00	$ 924.00	$ 939.00	$ 954.00	$ 969.00
DELI/APPY HEAD.....	$811.00	$826.00	$841.00	$ 858.00	$ 873.00	$ 888.00	$ 903.00
MEAT WRAPPER, SEAFOOD CLERK, AND DELI/APPY CLERK.....	$755.00	$770.00	$785.00	$ 798.00	$ 813.00	$ 828.00	$ 843.00
PART-TIME MEAT CUTTER...	$ 21.925	$ 22.30	$ 22.675	$ 23.10	$ 23.475	$ 23.85	$ 24.225

A.1. Meat Department Heads and Journeymen Meat Cutters receiving wages listed in Schedule "B", Section A MINIMUM WAGES shall receive the following additional wage increases totaling $25.00:

UPON COMPLETION OF 42 MONTHS OF SERVICE..... $10.00 increase

SIX (6) MONTHS THEREAFTER..... $ 5.00 increase

SIX (6) MONTHS THEREAFTER..... $ 5.00 increase

SIX (6) MONTHS THEREAFTER..... $ 5.00 increase

SCHEDULE "C"

EMPLOYEES HIRED OR APPOINTED ON OR AFTER JULY 20, 1987

(ALL FULL-TIME WAGES BASED ON A 40-HOUR WORK WEEK)

1. FULL-TIME MEAT WRAPPERS, SEAFOOD CLERKS AND DELI/APPY CLERKS HIRED ON OR AFTER JULY 20, 1987, BUT BEFORE JANUARY 5, 1999 SHALL CONTINUE TO RECEIVE THEIR CURRENT (APRIL 19, 2003) WAGE RATE, PLUS THE FOLLOWING GENERAL WAGE INCREASES:

EFFECTIVE 4/20/03	EFFECTIVE 4/18/04	EFFECTIVE 4/17/05	EFFECTIVE 10/16/05	EFFECTIVE 4/16/06	EFFECTIVE 10/15/06	EFFECTIVE 4/15/07
$15.00	$15.00	$15.00	$13.00	$15.00	$15.00	$15.00

2. FULL-TIME JOURNEYMEN BUTCHERS AND/OR APPRENTICE BUTCHERS HIRED OR APPOINTED ON OR AFTER JANUARY 1, 1995:

	EFFECTIVE 4/20/03	EFFECTIVE 4/18/04	EFFECTIVE 4/17/05	EFFECTIVE 10/16/05	EFFECTIVE 4/16/06	EFFECTIVE 10/15/06	EFFECTIVE 4/15/07
AFTER 30 DAYS.....	$265.00						
AFTER 6 MONTHS.....	295.00						
" 12 "	325.00						
" 18 "	350.00						
" 24 "	375.00						
" 30 "	400.00						
" 36 "	465.00						
" 42 "	500.00						
" 48 "	$724.60	$739.60	$754.60	$771.60	$786.60	$801.60	$816.60

SCHEDULE "C" (Continued)

EMPLOYEES HIRED OR APPOINTED ON OR AFTER JULY 20, 1987

(ALL FULL-TIME WAGES BASED ON A 40-HOUR WORK WEEK)

3. PART-TIME JOURNEYMEN BUTCHERS HIRED OR APPOINTED ON OR AFTER JANUARY 1, 1995 SHALL RECEIVE THE FOLLOWING WAGES:

EFFECTIVE 4/20/03	EFFECTIVE 4/18/04	EFFECTIVE 4/17/05	EFFECTIVE 10/16/05	EFFECTIVE 4/16/06	EFFECTIVE 10/15/06	EFFECTIVE 4/15/07
$18.115 PER HOUR	$18.49 PER HOUR	$18.865 PER HOUR	$19.29 PER HOUR	$19.665 PER HOUR	$20.04 PER HOUR	$20.415 PER HOUR

4. FULL-TIME FULL-TIME MEAT WRAPPERS, SEAFOOD CLERKS AND DELI/APPY CLERKS HIRED ON OR AFTER JANUARY 5, 1999 SHALL RECEIVE A MINIMUM STARTNG RATE OF $260.OO PER WEEK AND SHALL RECEIVE AN ADDITIONAL $15.00 PER WEEK AFTER THIRTY (30) DAYS OF FULL-TIME EMPLOYMENT. THEREAFTER, THESE EMPLOYEES SHALL RECEIVE INCREASES OF TWENTY DOLLARS ($20.00) PER WEEK EVERY SIX (6) MONTHS, FROM THEIR DATE OF HIRE OR APPOINTMENT TO FULL-TIME STATUS UNTIL THEY ATTAIN A MINIMUM WEEKLY RATE OF $480.00 AFTER FORTY-EIGHT (48) MONTHS OF SERVICE. THEREAFTER, THEY SHALL BECOME ELIGIBLE FOR SUBSEQUENT GENERAL WAGE INCREASES.

5. THOSE CLASSIFICATIONS REFERRED TO ON SCHEDULE " B", AND NOT REFERRED TO ON SCHEDULE "C" SHALL BE PAID PURSUANT TO SCHEDULE "B".

6. PART-TIME PREPARED FOOD/SERVICE CLERKS HIRED PRIOR TO APRIL 20, 2003 (WORKING IN ALL DEPARTMENTS, EXCLUDING THE MEAT DEPARTMENT), SHALL RECEIVE ALTERNATING INCREMENTS OF $.10 AND $.15 EVERY SIX (6) MONTHS FOLLOWING THEIR HIRE DATE. UPON REACHING THREE (3) YEARS OF SERVICE, THEY SHALL RECEIVE THE REMAINING GENERAL WAGE INCREASES LISTED IN SCHEDULE "A", PARAGRAPH A.

7. PART-TIME EMPLOYEES HIRED AFTER APRIL 19, 2003 SHALL RECEIVE ALTERNATING INCREMENTS OF $.10 AND $.15 EVERY SIX (6) MONTHS FOLLOWING THEIR HIRE DATE FOR THE TERM OF THE AGREEMENT.