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Title: **Stop & Shop Supermarket Company LLC and United Food and Commercial Workers Union (UFCW), AFL-CIO, Local 464A (2004)**

K#: **6382**

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

Location: **NJ, NY**

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

Local: **464A**

SIC: **5411**

NAICS: **445120**

Sector: **P**

Number of Workers: **1000**

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* AGREEMENT *
BY and BETWEEN

and

UNITED FOOD and COMMERCIAL WORKERS INTERNATIONAL UNION

LOCAL 464A

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

AFFILIATED WITH AFL-CIO 35 page

EFFECTIVE: 7/18/04 EXPIRES: 11/8/08

INDEX

THE STOP & SHOP SUPERMARKET COMPANY LLC

Page

ARTICLE 1. - RECOGNITION....1
ARTICLE 2. - UNION SECURITY....1
ARTICLE 3. - HOURS OF WORK....2
ARTICLE 4. - WAGES....4
ARTICLE 5. - CHOPPED MEAT/SAUSAGE MAKER CLERK....10
ARTICLE 6. - OVERTIME AND PREMIUM PAY....11
ARTICLE 7. - HOLIDAYS....15
ARTICLE 8. - VACATIONS....17
ARTICLE 9. - SENIORITY, TRANSFERS....18
ARTICLE 10. - MANAGEMENT RIGHTS....20
ARTICLE 11. - WELFARE SERVICE BENEFIT FUND....20
ARTICLE 12. - LEGAL SERVICE FUND....22
ARTICLE 13. - EDUCATIONAL, SAFETY AND RETIREMENT FUND....22
ARTICLE 14. - SICK LEAVE....23
ARTICLE 15. - MILITARY SERVICE....24
ARTICLE 16. - NO STRIKE, NO LOCKOUT - ARBITRATION....24
ARTICLE 17. - DISCHARGE....26
ARTICLE 18. - INFORMATION TO THE UNION....26
ARTICLE 19. - SEMINARS....26
ARTICLE 20. - MOBILE MEDICAL UNIT....27
ARTICLE 21. - CHECK-OFF....27
ARTICLE 22. - TEMPORARY TRANSFERS....27
ARTICLE 23. - LIE DETECTORS....27
ARTICLE 24. - BULLETIN BOARD....27
ARTICLE 25. - UNION OFFICIALS....27
ARTICLE 26. - SEPARABILITY....27
ARTICLE 27. - DISCRIMINATION....28
ARTICLE 28. - STORE VISITATION....28
ARTICLE 29. - INDIVIDUAL AGREEMENTS....28
ARTICLE 30. - LEAVE OF ABSENCE....28
ARTICLE 31. - TERMINATION, SICK LEAVE....28

ARTICLE 32. - BEREAVEMENT LEAVE.....29
ARTICLE 33. - JURY DUTY.....29
ARTICLE 34. - SAFETY.....29
ARTICLE 35. - PENSION FUND AND 401(K).....30
ARTICLE 36. - SUCCESSORS AND ASSIGNS.....31
ARTICLE 37. - JOB SECURITY.....31
ARTICLE 38. - TERM OF AGREEMENT 32

AGREEMENT made as of the 18th day of July, 2004 by and between THE STOP & SHOP SUPERMARKET COMPANY LLC (hereinafter referred to as the "Company") and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 464A, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties mutually agree, as follows:

ARTICLE 1 – RECOGNITION

SECTION 1

The Company recognizes the Union as the sole and exclusive collective bargaining agent for retail store employees, except Store Managers and Assistant Store Managers. In those presently existing stores or any replacements thereof in which the Union is recognized as bargaining agent for employees in the State of New York.

SECTION 2

In the event that the Company shall open future stores within the geographical areas mentioned in Section 1 hereof, the employees classified as Meat Department Managers, Butchers, and Meat Wrappers shall be represented by the Local Union having jurisdiction thereof, as determined by the International Executive Board of the United Food and Commercial Workers Union.

SECTION 3

In the event that the Employer shall open future stores in the five (5) Boroughs of the City of New York, or in the Counties of Nassau and Suffolk, the Union shall be recognized as the representative of the Retail Clerks and Produce employees in all such stores, and the provisions of this Agreement shall apply to such personnel.

ARTICLE 2 – UNION SECURITY

SECTION 1

All employees covered by the terms of this Agreement shall, as a condition of continued employment, become and remain members in good standing of the Union thirty-one (31) days following the commencement of their employment, or the execution date of this Agreement, whichever is later. The Union shall accept such employees as members, provided they qualify for membership pursuant to the laws and regulations of the Union, and upon the same terms, conditions, and fees as current new members, may be admitted to membership. The trial period for new employees shall be the first (1st) sixty (60) days of employment.

SECTION 2

The Company shall not be restricted in the employment of new employees, and it shall be informed of the reason if an employee is denied membership in the Union. Initiation fees and

dues for part-time employees shall not exceed those charged to other employees.

ARTICLE 3 – HOURS OF WORK

SECTION 1 - FULL-TIME EMPLOYEES

A. 1. The basic work week for full-time employees covered by this Agreement shall be forty (40) hours per week, to be performed in five (5) days of equal length from Monday through Saturday.

A. 2. The Employer may introduce, on a voluntary basis by mutual agreement between full-time employees and the Employer, a four (4) ten (10) hour days work schedule, Monday through Saturday. All work in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week, but not both, shall be paid at one and one-half (1-1/2 x) the straight-time hourly rate of pay. Employees working four (4) ten (10) hour days shall not suffer any loss in total hours of sick leave time, holidays, personal time, funeral leave, and jury duty time.

B. Work for full-time employees shall be performed between 6:00 a.m. and 6:15 p.m. except for Night Stocking Crew. However, the Employer may institute a shift for full-time employees to commence between the hours of twelve noon (12:00 p.m. and 2:00 p.m.). Only employees hired after October 1, 1967 in departments other than meat and meat department employees hired after January 1, 1982, or those whose status is changed from part-time shall be assigned to such shift, unless a full-time employee on the day shift in the store in which such second shift shall be instituted elects to work such shift, in which event the most senior employee(s) making the election shall be assigned to said shift. Hours of work shall be continuous, except for meal periods consisting of one (1) hour for lunch and twenty (20) minutes for supper.

C. 1. Morning shifts shall commence between 6:00 a.m. and 9:00 a.m.; however, morning and afternoon shifts may be staggered throughout the week if the employee and the Manager so agree. When/if it is necessary to schedule employees throughout the week on afternoon shifts, such shifts shall be rotated within the job classification(s). No employee will be disciplined for refusing to stagger shifts.

C. 2. Starting times may commence for all newly hired full-time or promoted from part-time employees (hired or promoted on or after 7/17/04) at 5:00 A.M. Those full-time employees working for the Employer prior to 7/17/04 may, on a voluntary basis, express their interest in a 5:00 A.M. start time. The introduction of a 5:00 A.M. start time shall be by mutual agreement between the employee and the Employer.

D. There shall be no split shifts for any full-time employee.

E. The weekly work schedule of each full-time employee shall be posted not later than 3:00 p.m. on Saturday of the preceding week and signed by each employee at the beginning and end of his day's work. The schedule shall not be changed by the Company, except in the event that any store employee shall fail to work his scheduled hours. Employees not scheduled for Saturday work shall be given their schedule on Friday.

F. Full-time employees shall have a preference for overtime work over any part-time employee who has worked eight (8) hours on such day. Overtime work shall be rotated among employees by department. A full-time employee shall have the first preference of work on a holiday only when such holiday falls on a normally scheduled work day for such employee. In order to determine the "normal schedule", a period of four (4) weeks' schedules before the holiday shall be the guide.

G. Night Stocking Crews shall commence between the hours of 10:00 p.m. and 8:00 a.m.

H. In the event a full-time employee is assigned to a Night Crew, the employee must work five (5) nights.

I. The basic work week in which one of the holidays listed occurs shall be thirty-two (32) hours.

J. When Christmas Eve falls on a working day, fifty per cent (50%) of the regular full-time employees shall be excused from work at 5:00 p.m. on Christmas Eve, and the other fifty per cent (50%) of the regular full-time employees working on any shift which finishes work other than 6:00 p.m. on Christmas Eve shall be excused from work one (1) hour prior to the end of their shift, and the other fifty per cent (50%) excused one (1) hour prior to the end of their shift on New Year's Eve without loss of pay.

K. Department Heads desiring a voluntary change (reduction) shall be permitted to do so with appropriate safeguards, notice, training or another person if needed. There shall be no guarantee that the voluntary reduction will result in the employee remaining in the store in which he was a Department Head.

SECTION 2 - PART-TIME EMPLOYEES

A. Part-time employees shall be limited to thirty-four (34) regular hours of work per week. Any part-time employee, who works more than thirty-four (34) regular hours (excluding Sunday hours) for ten (10) consecutive weeks, except in the case of vacation relief, shall be considered a full-time employee.

B. The Employer shall guarantee twenty (20) regular hours per week to part-time employees hired prior to December 31, 1997 and sixteen (16) regular hours per week to part-time employees hired on or after December 31, 1997. Part-time employees shall be required to work the hours scheduled. Such guarantee shall apply Monday through Saturday.

C. Clerk Apprentice

Part-time employees (excluding baggers) hired after 7/17/04 and less than eighteen (18) years of age classifying such employee as a special part-time employee with a guarantee of twelve (12) hours per week, Monday through Saturday. Once the employee attains the age of eighteen (18) and meets the eligibility requirements, at their option, he/she may become a regular part-time Clerk. *This new Clerk Apprentice shall receive alternating increases of $.10 and $.15 per hour* every six (6) months following their date of hire for the term of this agreement.

D. There shall be no split shifts for any part-time employee.

E. The weekly work schedule of each part-time employee shall be posted no later than 3:00 p.m. on Saturday of the preceding week and signed by each employee at the beginning and end of his day's work.

F. Full-time employees reduced to part-time status by the Company shall have first preference for the most available hours of part-time work in any store in the District Manager's district.

G. The senior part-time employees shall have the first preference for available work within the store where they are employed.

H. If a part-time employee starts work at 9:00 p.m. or later and works past 12:00 a.m., the part-time employee gets a premium of Sixty-Two and One-Half cents ($0.625) per hour back to the starting time.

SECTION 3 - RELIEF

All employees shall be allowed a rest period of fifteen (15) minutes, approximately at the middle of each half of the day's work.

ARTICLE 4 – WAGES

SECTION 1 - GENERAL WAGE INCREASES

A.	Effective 7/18/04	Effective 7/17/05	Effective 7/16/06	Effective 1/14/07	Effective 7/05/07	Effective 4/13/08	Effective 7/13/08
Meat Manager	$15.00	$20.00	$15.00	$20.00	$15.00	$15.00	$15.00
Full-Time Meat Cutter, Deli Manager, Produce Manager and Bakery Manager*	$15.00	$15.00	$15.00	$17.00	$15.00	$15.00	$15.00
All other Full-Time	$15.00	$15.00	$15.00	$13.00	$15.00	$15.00	$15.00
Part-time Meat Cutters	$ 0.375	$ 0.375	$ 0.375	$ 0.425	$ 0.375	$ 0.375	$ 0.375
All other Top Rated Part-time	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.20	$ 0.35

*Applies only to employees classified as Bakery Managers on or before ratification.

B. All employees on board at ratification shall receive the initial General Wage Increase.

C. All subsequent General Wage Increases are applicable only to employees earning top scale or more when such General Wage Increases are made, except as provided otherwise herein.

D. Full-time Clerks/Wrappers with rates between $450. and $645. per week as of 7/17/04, shall receive additional increases as follows over and above the General Wages Increases:

Effective	10/22/06	10/21/07	10/19/08
	$5.00	$5.00	$15.00

E. All full-time Journeyman "B" Butchers on the payroll as of 7/17/04, shall receive the following additional increases as follows over and above the General Wages Increases:

Effective	10/22/06	10/21/07	10/19/08
	$5.00	$10.00	$25.00

F. All part-time Clerks/Wrappers hired between 6/3/97 and 7/17/04 and receiving less than $8.45/hour shall receive the following additional increases, in addition to the General Wage Increases listed above. Upon reaching $8.45/hour or more, such employees shall receive the scheduled General Wage Increases as follows:

Effective	10/16/05	10/22/06
	$0.25	$0.25

G. Career part-timers (those hired prior to 12/31/97) shall receive a lump sum of $0.25 per hour bonus, predicated on the total regular hours in each current calendar year. The payment of this bonus shall be made on the following dates:

Effective	12/9/05	12/8/06	12/7/07

The computation of the bonus amount shall be calculated as of the week prior to the payment date.

SECTION 2

A. 1. The minimum weekly rates for full-time Deli Clerks, Bakery Clerks, Fish Clerks, Grocery Clerks, Meat Wrappers, Produce Clerks and Night Crew Clerks hired/promoted prior to June 3, 1993:

Effective 7/18/04	Effective 7/17/05	Effective 7/16/06	Effective 1/14/07	Effective 7/05/07	Effective 4/13/07	Effective 7/13/08
$771.00	$786.00	$801.00	$814.00	$829.00	$844.00	$859.00

A. 2. Full-time Deli Clerks, Bakery Clerks, Fish Clerks, Grocery Clerks, Meat Wrappers and Night Crew Clerks hired/promoted on or after June 3, 1993.

* Full-time Clerks:

After 60 days	$280.
After 6 months	$300.
After 12 months	$320.
After 18 months	$340.
After 24 months	$360.

After 30 months	$380.
After 36 months	$400.
After 42 months	$420.
After 48 months	$450.*

* Once a full-time employee attains top scale, he/she shall receive subsequent general wage increases.

Full-time Clerks hired above the after sixty (60) day rate shall be slotted into the progression scale and receive subsequent progression increases in six (6) months intervals.

B. Meat Department Managers:

Effective 7/18/04	Effective 7/17/05	Effective 7/16/06	Effective 1/14/07	Effective 7/05/07	Effective 4/13/08	Effective 7/13/08
$1,037.00	$1,057.00	$1,072.00	$1,092.00	$1,107.00	$1,122.00	$1,137.00

C. Apprentice Meat Cutter:

After 60 days	$300.
After 6 months	$320.
After 12 months	$370.
After 18 months	$400.
After 24 months	$430.
After 30 months	$460.
After 36 months	$500.
After 42 months	$550.
After 48 months	80% of then prevailing Journeyman scale

Apprentice Meat Cutters hired above the after sixty (60) day rate shall be slotted into the progression scale and receive subsequent progression increases in six (6) month intervals.

D. Journeyman Meat Cutters hired/promoted prior to June 3, 1993:

Effective 7/18/04	Effective 7/17/05	Effective 7/16/06	Effective 1/14/07	Effective 7/05/07	Effective 4/13/08	Effective 7/13/08
$957.00	$972.00	$987.00	$1,004.00	$1,019.00	$1,034.00	$1,049.00

Journeyman Meat Cutters hired/promoted on or after 6/3/93 shall receive 80% of the rates listed above.

1. Journeyman and Apprentice Meat Cutters who relieve the Meat Department Manager shall be paid at the rate of the Meat Department Manager in such store, except, however, no premium shall be paid for such relief if it is less than one (1) full day of eight (8) hours. In the event that an Apprentice Meat Cutter shall relieve a Meat Department Manager for a minimum of two (2) weeks, he shall thereafter be classified as a Journeyman and receive the Journeyman Butcher rate of pay.

2. The Company may utilize part-time Meat Cutters under the following conditions:

   a. Part-time cutters hired prior to 6/3/93 shall receive pro rata full-time mea cutter wages. Part-time Meat Cutters hired on or after 6/3/93 shall receiv 80% of the prevailing Journeyman scale.

   b. Laid off full-time cutters shall have the right to displace part-time cutters.

   c. Sunday work and overtime work must first be offered to full-time cutters.

   d. Part-time cutters will be laid off before full-time cutters.

E. Produce Managers:

Effective 7/18/04	Effective 7/17/05	Effective 7/16/06	Effective 1/14/07	Effective 7/05/07	Effective 4/13/08	Effectiv 7/13/08
$889.50	$904.50	$919.50	$936.50	$951.50	$966.50	$981.50

Clerks promoted to Produce Manager shall immediately receive the Produce Manager's pay.

If an employee relieves the Produce Manager in a store other than his or her own, he or sh shall receive the daily adjustment for such day of relief.

F. 1. The minimum weekly wages for full-time porters hired/promoted prior to June 3, 1993:

Effective 7/18/04	Effective 7/17/05	Effective 7/16/06	Effective 1/14/07	Effective 7/05/07	Effective 4/13/08	Effective 7/13/08
$696.00	$711.00	$726.00	$739.00	$754.00	$769.00	$784.00

F. 2. Full-time Porters hired/promoted on or after June 3, 2993:

Effective:

After 60 days	$240.00
After 6 months	260.00
After 12 months	280.00
After 18 months	300.00
After 24 months	320.00
After 30 months	340.00
After 36 months	360.00
After 42 months	400.00
After 48 months	430.00*

*Upon attainment of top scale, employees shall receive subsequent General Wag Increases.

Full-time Porters hired above the after 60 date rate shall be slotted into the progressio scale and receive subsequent progression increases in six (6) month intervals.

G. Part-time Employees hired on or after August 10, 2000:

All part-time employees hired on or after July 18, 2004 shall, upon their date of hire, receive no less than Federal and/or State Minimum Wage (whichever is the greater). After sixty (60) days, they shall receive an increase of $.15/hour and, thereafter, they shall receive an additional $.15/hour every six (6) months for the duration of this agreement.

These rates shall apply to all Part-time Clerks, Baggers and Porters.

H. Baggers are subject to the following provisions:

- Duties – Job duties consist of bagging customer orders, assisting customers with carry-outs, replenishing bags, keeping checkstands and vestibule areas clean, cart retrieval, sweeping floors, spot mopping, other cleaning functions and other functions incidental thereto.
- The total number of baggers in any given store is restricted to a maximum of four (4) per $100,000. of total store sales.
- Based on sound business practices, the Company may deviate from established restrictions.
- Part-time Baggers/Cart Clerks shall be scheduled a minimum of twelve (12) hours each week based on the employee's ability to work the minimum hours scheduled.
- Sunday premium – straight time (1x)
- Holiday premium – straight time (1x)
- Paid holidays – after six (6) months service – three (3) paid holidays (three [3] hours pay if normally scheduled on such day):

  New Year's Day
  Thanksgiving Day
  Christmas Day

- Baggers/Cart Clerks shall be advanced to regular part-time Clerks, if qualified, after eighteen (18) months of continuous employment. Baggers/Cart Clerks promoted to regular Clerk status shall receive all benefits and emoluments including, but not limited to, wages, hours, benefits, holidays, overtime, and premium pay provisions as regular Clerks.

I. 1. Lead Bakeshop Clerk:

The employee designated as the "Head Bakery Clerk" shall receive a Twenty Dollar ($20.00) per week premium, which may be incorporated into the hourly rate. The "Head Bakery Clerk" shall not receive a base rate less than that specified for the eighteen (18) month period.

I. 2. Lead Bakeshop Clerks appointed on or after 7/18/04, shall receive the greater o: $600./week or $20.00/week above their applicable rate of pay at the time of their appointment.

SECTION 3

A. Deli Manager:

Effective 7/18/04	Effective 7/17/05	Effective 7/16/06	Effective 1/14/07	Effective 7/05/07	Effective 4/13/08	Effective 7/13/08
$882.00	$897.00	$912.00	$929.00	$944.00	$959.00	$974.00

B. For all purposes, Deli Department employees shall have separate seniority, which shall b confined to the Deli section and shall begin as of their date of employment with the Company.

C. Deli section employees may relieve in the Meat Department at Deli section rates of pay However, if a Deli section employee relieves in the Meat section for one (1) hour or more, an uses the "tools of the trade", he shall receive the Journeyman Meat Cutter's rate for such time a he performs these duties.

D. In the event of "short reliefs", coffee breaks, and lunch hour, Meat Departmen employees may be assigned to the Deli section at no change in rates.

E. A full-time employee who is rehired after having quit the employ of the Company shal be paid the rate he received at the time he quit.

F. The Company may re-employ former associates and members of 464A who have or shal be retired. Such return to work shall be subject to the following restrictions:

1. Between the ages of 62 years and 64 years – up to sixty (60) hours per month.
2. At age 65 years and up – up to forty (40) hours per month.
3. No retiree shall be hired when members/employees are laid off.
4. Returning retirees shall be paid the rate that they earned at the time of thei retirement.

G. A part-time employee who quits and is later rehired shall be paid not less than the rate h was receiving when he quit.

H. A part-time employee shall be credited with fifty per cent (50%) of the time worked, a such for pay and vacation purposes, if he is promoted to full-time status. In no event shall a part time employee suffer a reduction in pay when promoted to full-time.

I. In the event the Company employs an employee at a rate in excess of the starting rate such employee shall progress to each successive step in the progression rate in the time interva set forth for each successive step in the progression. The Company shall notify the Union of an hiring above the minimum rates.

J. The Company shall have the right to establish new job classifications. The rate(s) of pay for any new classification(s) shall be discussed with the Union. If the parties are unable to agree upon the rate(s), the same shall be subject to arbitration. Meanwhile, the Company may institute a temporary rate. Any higher rate established by arbitration shall be effective as of the date the job commenced.

K. The wage schedules contained in this contract shall not be reduced or increased, except by renegotiation between the parties. The Company has the right to classify new employees and to make merit increases within the schedules, but not to exceed them, except by agreement of the parties. Promotion or demotion of employees is not restricted by this Paragraph.

L. Pro rata deduction of wages shall be made for all unauthorized absences.

M. When a progression increase is due an employee Sunday to Tuesday, it shall be implemented as of the Sunday of the week in which the date occurs. When a progression increase is due an employee Wednesday to Saturday, it shall be implemented as of the Sunday of the week following the week in which the date occurs.

N. The wage rates set forth herein shall not apply to any store opened by the Company in any County in the State of New York in which it does not now have a retail store in operation. The wage rates for any such store shall be the subject of negotiations between the parties, with the understanding that area rates will be considered in arriving at a schedule of rates for such stores.

O. The Company shall not make merit increases without first discussing the matter with the Union.

P. Designated Union Representatives shall be permitted to examine the weekly payroll.

Q. Employees shall have the right to check their own payroll records.

R. For wage progression purposes, an employee who enters the Armed Services of the Country shall be entitled to double the amount of time he or she accumulated on the job before so doing upon his or her return from such military duty.

S. The Company will periodically provide opportunities for Night Crew and part-time employees to bid on open non-classified positions. The final decision as to who shall ultimately be assigned to any given open position shall rest exclusively with the Company.

ARTICLE 5. – CHOPPED MEAT/SAUSAGE MAKER CLERK

Where the Employer designates a full-time Meat Department Clerk to perform the additional duties necessary to grind and prepare 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 6. – OVERTIME AND PREMIUM PAY

SECTION 1

A. Sunday Premium Full-time:

1. All full-time employees hired/promoted prior to 10/28/89 shall receive do (2 x) the hourly rate in effect on 10/28/89. Sunday premium shall not fall be time and one-half (1-1/2 x) for the duration of this Agreement.

2. All full-time employees hired/promoted on or after 10/29/89 shall receive 1 and one-half (1-1/2 x) for work performed on Sundays.

B. Sunday Premium Part-time:

1. Part-time employees shall receive time and one-half (1-1/2 x) their then cur hourly rate for work performed on Sundays.

C. Sunday Premium for Baggers and Part-time Prepared Food/Service Clerks:

1. Baggers shall receive straight time (1 x) for work performed on Sundays.

2. Part-time Prepared Food/Service Clerks (new to the Industry) hired betw August 10, 2000 and July 17, 2004, working in all departments, except the r department, shall receive a premium of $1.50/hour for each hour worked Sundays during the first thirty (30) months of service. Thereafter, they s receive time and one-half (1-1/2 x) their straight-time hourly rate for all h worked on Sundays.

   Employees (other than Baggers) working in the Industry on July 15, 2000, are employed by the Company thereafter, shall receive time and one- (1-1/2 x) for all hours worked on Sundays provided that any break in ser occurring subsequent to July 15, 2000 does not exceed six (6) months in durat

3. Part-time Prepared Food/Service Clerks (new to the Industry) hired on or July 18, 2004, working in all departments, except the meat department, receive a premium of $1.00/hour for each hour worked on Sundays during first year of employment. Thereafter, they shall receive a premium of $1.50/ for each hour worked on Sundays. After thirty (30) months of service, they receive time and one-half (1-1/2 x) their straight-time hourly rate for all h worked on Sundays.

   Employees (other than Baggers) working in the Industry on July 17, 2004 receiving time and one-half (1-1/2 x) for work performed on Sundays who employed by the Company thereafter shall receive time and one-half (1-1/2 x all hours worked on Sundays, provided that any break in service occur subsequent to July 17, 2004, does not exceed six (6) months in duration.

D. Work on Sunday: Not to be counted toward computing weekly overtime.

1. Employees who are assigned to work on Sunday shall be guaranteed four (4) hours pay.

2. Sunday work shall be rotated equally among employees by classification.

3. The ratio of hours shall be two (2) part-time employees to one (1) full-time employee.

SECTION 2

Time and one half (1-1/2 x) the straight hourly rate shall be paid for the following:

A. Work after eight (8) hours per day, or forty (40) hours per week, but not for both.

B. In a holiday week, after thirty-two (32) hours, full-time employees may work the fifth (5th) day in a holiday week at straight time by mutual agreement with management.

C. Work by a full-time employee before 5:00 a.m. for newly hired full-time or promoted from part-time employees after July 17, 2004 (such hours may be computed as part of the eight [8] hours work shift). This does not apply to Bakery personnel.

D. 1. Work performed by employees on holidays listed herein, in addition to pay for the holiday as provided in Article 6 (work on a holiday shall not be counted in computing weekly overtime). This shall not apply to Baggers who shall be paid straight time for work performed on holidays, or Part-time Prepared Food/Service Clerks (new to the Industry) hired between August 10, 2000 and July 17, 2004, working in all departments, except the meat department, who shall receive a premium of $1.50/hour for each hour worked on observed holidays during the first thirty (30) months of service. Thereafter, they shall receive time and one-half (1-1/2 x) their straight-time hourly rate for all hours worked on observed holidays.

D. 2. Employees (other than Baggers) working in the Industry on July 15, 2000 who are employed by the Company thereafter shall receive time and one-half (1-1/2 x) for all hours worked on Sundays provided that any break in service occurring subsequent to July 15, 2000 does not exceed six (6) months in duration.

D. 3. Part-time Prepared/Food Service Clerks (new to the Industry) hired on or after July 18, 2004, working in all departments, except the meat department, shall receive a premium of $1.00/hour for each hour worked on a holiday during the first year of employment. Thereafter, they shall receive a premium of $1.50/hour for each hour worked on a holiday. After thirty (30) months of service, they shall receive time and one-half (1-1/2 x) their straight-time hourly rate for all hours worked on a holiday.

D. 4. Employees (other than Baggers) working in the Industry on July 17, 2004 and receiving time and one-half (1-1/2 x) for work performed on a holiday who are employed by the Company thereafter shall receive time and one-half (1-1/2 x) for all hours worked on a holiday,

provided that any break in service occurring subsequent to July 17, 2004 does not exceed six (months in duration.

E. Work after 6:15 p.m. (six-fifteen in the evening) performed by a full-time employe except for such employees whose starting times are between twelve noon (12:00 p.m.) and 2:(p.m.

SECTION 3

Overtime hours shall not be pyramided.

SECTION 4

No employee shall be required to work on Easter Sunday.

SECTION 5 - FULL-TIME BOOKKEEPER

A. If the Employer designates a full-time Bookkeeper, then such full-time Bookkeeper : designated shall receive a premium of Twenty-Five Dollars ($25.00) per week.

B. The basic rate for Bookkeepers shall not be less than the eighteen (18) months Clerk rat

SECTION 6

A premium of twenty-five cents ($0.25) per hour shall be paid to a part-time employee wl works after 6:15 p.m. if he or she was hired prior to July 16, 1966, provided he or she is n receiving time and one-half (1-1/2x) for such work.

SECTION 7 – NIGHT CREW

A premium of Twenty-Five Dollars ($25.00) per week shall be paid to all employees wl perform work as a member of a Night Stocking Crew.

SECTION 8 – NIGHT CREW CHIEF

Employees in charge of a Night Crew shall receive a minimum rate of $600.00 per week, plus premium of Ten Dollars ($10.00) per week.

SECTION 9

A premium of Seven Dollars and Fifty Cents ($7.50) per week shall be paid to all full-tin employees whose shifts start between twelve noon (12:00 p.m.) and 2:00 p.m.

SECTION 10 – CUSTOMER SERVICE DEPARTMENT HEADS

Where designated, a Customer Service Department Head (formerly known as a Service Clerl shall receive a premium of Twenty-Five Dollars ($25.00) per week.

SECTION 11 – LEAD SEAFOOD CLERKS

Lead Seafood Clerks shall receive an additional premium of Twenty-Five Dollars ($25.00) per week.

SECTION 12

A. Department Head Relief Pay

Relief pay for the person substituting for a regular Department Head starts or begins with the second (2nd) day of relief duty. The person(s) doing relief work for the regular Department Head will receive the daily or weekly salary of the contractual rate.

B. Relief Work or Pay for Vacation Purposes

Full or part-time employees doing the relief work for a Department Head shall receive the contractual rate.

C. Newly hired/promoted (on or after ratification) Clerks, who relieve a Department Manager shall receive $7.00 per day, commencing on the first (1st) day of relief (maximum entitlement $35/week).

SECTION 13 – NIGHT MEAT OPERATION

Such Night Meat Operation will start no earlier than 10:00 p.m. On each such operation, there shall be a minimum of two (2) employees. The meal period will consist of one-half (1/2) hour to be taken within the eight (8) hour shift. Time taken for the meal period will be considered as working time. No provisions are made for rest periods.

The premiums for such Night Meat Operation 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 week

If there are no volunteers, night shift workers shall be selected by inverse seniority within the job classification(s).

Overtime shall be fairly rotated among all full-time employees within the job classification(s).

SECTION 14 – GROCERY MANAGER PREMIUM

Effective July 18, 2004, the designated Grocery Manager shall receive an additional Ten Dollar ($10.00) per week premium.

SECTION 15 – PRODUCE MANAGER PREMIUM

Effective July 18, 2004, the designated Produce Manager shall receive an additional Ten Dolla ($10.00) per week premium.

ARTICLE 7. – HOLIDAYS

SECTION 1 – FULL-TIME EMPLOYEES

A. The Company shall observe the following holidays with pay, regardless of the day of th week on which they occur, for all full-time employees, provided the employee is eligible an works the day before and the day following such holiday unless excused or prevented from s doing by good cause.

Employees shall be eligible for the following holidays after six (6) months' service:

New Year's Day	Labor Day
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day
Election Day (Pres. Election Day)	1 Personal Day

Employees shall be eligible for the following personal holidays after three (3) years o employment:

Two (2) additional Personal Holidays
Employee's Birthday
Employee's Anniversary Date of Employment

Two (2) Personal Holidays shall be taken in the first six (6) month period of the contract year The remaining one (1) Personal Holiday must be taken in the second six (6) months of th contract year. If an employee's Birthday falls on any of the other above-named holidays, or on Sunday, the next work day shall be observed by the employee as a Holiday. The Monday befor or after the employee's Birthday shall be assigned the Holiday. The employee shall inform th Store Manager two (2) weeks before his Birthday of such event. The Personal Holidays shall b granted at a mutually convenient time of not less than one (1) week's notice. The week in whic it is taken shall not be deemed a holiday week.

B. Holidays occurring during an employee's vacation shall be paid for by an extension o the employee's vacation by an equal number of days.

C. Holidays occurring on Sunday shall be observed on Monday.

D. Full-time employees may work the fifth (5th) day in a holiday week at straight time by mutual agreement with management.

SECTION 2

A. Part-time employees who have six (6) months or more service shall receive four (4) hours pay for the following holidays, provided that they work any time in the holiday week:

New Year's Day	Labor Day
Thanksgiving Day	Memorial Day
Christmas Day	Independence Day
Election Day (Pres. Election)	1 Personal Day

B. Employees shall be eligible for the following personal holidays after three (3) years of employment:

Two (2) additional Personal Holidays
Employee's Birthday
Employee's Anniversary Date of Employment

Two (2) Personal Holidays shall be taken in the first six (6) month period of the contract year and one (1) Personal Holiday shall be taken in the second six (6) months of the contract year.

If an employee's Birthday falls on any of the other above-named holidays, or on a Sunday, the next work day shall be observed by the employee as a holiday. The Monday before or after the employee's Birthday shall be assigned as the holiday. The employee shall inform the Store Manager two (2) weeks before his Birthday of such event. The Personal Holidays shall be granted at a mutually convenient time of not less than one (1) week's notice. The week in which it is taken shall not be deemed a holiday week.

SECTION 3 – BAGGERS

Baggers shall be entitled to three (3) paid holidays, namely New Year's Day, Thanksgiving Day, and Christmas Day, after six (6) months of service. They shall be paid three (3) hours pay if normally scheduled on such day.

SECTION 4

A. Personal Holidays for all employees are to be taken; otherwise they shall be paid for at the end of the contract year. Terminated employees shall be paid for earned unused personal holidays.

A. No employee shall be compelled to work on Easter or Christmas.

C. Employees may request to take one (1) of their personal holidays in observance of Martin Luther King Day. The Company agrees not to unreasonably deny such a request.

ARTICLE 8. – VACATIONS

SECTION 1 – FULL-TIME

A. Regular full-time employees shall receive vacations with pay as follows:

One (1) week	After one (1) year of employment
Two (2) weeks	After three (3) years of employment
Three (3) weeks	After seven (7) years of employment
Four (4) weeks	After twelve (12) consecutive years of employment with the Company
Five (5) weeks	After twenty-five (25) consecutive years of employment with the Company

B. Vacation pay shall be paid at the rate the employee is receiving at the time the vacation is taken.

C. Vacation eligibility credit shall be determined as of the employee's Anniversary date, provided an employee has one (1) year of full-time employment.

D. The vacation period shall be between January 1 and December 31. No employee shall receive more than one (1) vacation in a calendar year.

E. Regular full-time employees joining the Armed Forces shall receive one-twelfth (1/12th) of the vacation pay to which they are entitled for each month of employment during the contract year prior to July 1.

F. The vacation entitlement of employees absent because of illness, injury, or authorized leave of absence but not including vacation, sick days or death in the family leave, shall be pro rated if such absence exceeds thirty (30) days.

G. Vacation pay is to include any premium that the employee regularly receives.

H. Choice of vacation for employees in each store shall be determined on the basis of convenience of the Company and the employee, and in accordance with the Company seniority.

I. In the event the Company cannot grant consecutive weeks to those employees entitled to either three (3), four (4) or five (5) weeks' vacation, then such vacation allowance may be granted by deferring the last week of vacation allowance to a different period. However, wherever possible, the vacation allowance shall be granted in consecutive weeks. The deferred portion of the vacation shall be taken at a time convenient to the Company and the employee.

J. Full-time employees with four (4) or more weeks of vacation may elect to take one (1) week each year in days. Days off shall be by mutual agreement with management.

SECTION 9

A. Full-time employees with at least one (1) year's full-time service shall retain recall rights for a period of six (6) months following their layoff.

B. Part-time employees shall be laid off on the basis of seniority within a District Manager's district, and shall retain recall rights for a period of three (3) months following their layoff.

SECTION 10

Shop Stewards shall not be transferred from the stores in which they are employed without prior notification to the Union, and if requested by the Union, a discussion between the Union and the Company Supervisors.

SECTION 11

A. All full-time employees who may be transferred out of a Supervisor's territory shall be given one (1) week's notice of such transfer.

B. In the event of a store closing, part-time seniority shall prevail with a District Manager's area, provided the employee is qualified and available to work the hours of the least senior employee replaced.

ARTICLE 10. – MANAGEMENT RIGHTS

SECTION 1

Employees shall conform to the policies of the Company, not inconsistent with the terms, conditions, and provisions of this Agreement. The Company may establish rules and regulations for the conduct of its business and employees, not inconsistent with the terms, conditions, and provisions of this Agreement, and the employees shall be required to observe them.

SECTION 2

The Company shall have the right to designate the opening and closing hours of its stores.

SECTION 3

The starting time each day shall be determined by Management, consistent with the terms, and the provisions of this Agreement.

ARTICLE 11. – WELFARE SERVICE BENEFIT FUND

SECTION 1 - FULL-TIME EMPLOYEES

A. All full-time employees with at least five (5) years of full-time service shall have their Life Insurance "frozen" at the level of the Life Insurance that they had in effect on October 3,

1970. Full-time employees hired after October 3, 1970, or part-time employees who attain full time status, shall be entitled to maximum of $2,000.00 Non-Contributory Life Insurance i accordance with the details of the Insurance Plan.

B. The Company shall make monthly contributions to the Local 464A Welfare Servic Benefit Fund to each full-time employee in the amounts specified on the following effectiv dates:

8/1/04	$495.00/month
8/1/05	$516.00/month
8/1/06	$541.00/month
8/1/07	$571.00/month
12/1/08	$616.00/month

C. Full-time new hires, members of Local 464A – the Employer shall make contributions t the Union Welfare Service Benefit Fund from the first (1st) day of hire.

Full-time new hires not members of Local 464A – the Employer shall make contributions to th Union Welfare Service Benefit Fund on behalf of employees new to the Industry beginning o the first (1st) of the month following six (6) months of continuous service.

D. In the event a full-time employee is out because of illness, injury, or an approved leave o absence, the Employer shall continue to make contributions to the Welfare Service Benefit Fun for said employee for a period of time not to exceed two (2) months on the same basis as if he o she were working.

SECTION 2 – PART-TIME EMPLOYEES

A. The Company shall make monthly contributions to the Local 464A Welfare Servic Benefit Fund for each part-time employee in the amounts specified on the following effectiv dates:

8/1/04	$ 94.00/month
8/1/05	$ 97.00/month
8/1/06	$102.00/month
8/1/07	$107.00/month
12/1/08	$113.00/month

B. Part-time new hires, members of Local 464A – The Company shall make contributions t the Union Welfare Service Benefit Fund on behalf of these employees from the first (1st) day o hire.

C. Part-time new hires, not members of Local 464A – The Company shall mak contributions to the Union Welfare Service Benefit Fund on behalf of employees new to th Industry beginning on the first (1st) of the month following completion of six (6) months o employment.

D. Effective 7/18/04, the Employer agrees to provide contributions to the Welfare Service Benefit Fund on behalf of Baggers the first (1st) of the month following eighteen (18) months of continuous employment with the Employer.

E. In the event that a part-time employee is out because of illness, injury, or an approved leave of absence, the Company shall continue to make contributions to the Welfare Service Benefit Fund for said employee for a period of time not to exceed two (2) months on the same basis as if he or she was working.

SECTION 3

Contributions for benefits will immediately be made to the Fund on behalf of Local 464A members presently employed by the Company who have satisfied the eligibility requirements for coverage through service with the Company in a Local Union other than Local 464A provided they did not leave the employ of the Company for more than a period of six (6) months dating from their last day worked under the jurisdiction of the former Local Union.

SECTION 4

Disability, as required by New York statute, shall be paid for by the Employer.

ARTICLE 12. – LEGAL SERVICE FUND

A. The Company shall contribute five dollars ($5.00) per month on behalf of each full-time employee.

B. Such payments shall commence on behalf of full-time employees effective the first (1st) of the month following six (6) months of continuous service for the duration of this Agreement.

C. The Company shall commence contributions of Fifty Cents ($.50) per month to the Local 464A Legal Service Fund on behalf of each part-time employee, other than Baggers, new to the Industry with one (1) or more years of continuous employment.

D. Effective 7/18/04, the Employer agrees to provide contributions to the Legal Service Fund on behalf of Baggers the first (1st) of the month following eighteen (18) months of continuous employment with the Employer.

E. In the event a full-time or part-time employee is out because of illness, injury or an approved leave of absence, the Employer shall make contributions to the Legal Service Fund for said employee for a period of time not to exceed two (2) months on the same basis as if he or she were working.

ARTICLE 13. – EDUCATIONAL, SAFETY AND RETIREMENT FUND

A. Effective August 1, 2004, the Company shall contribute Four Dollars and Fifty Cents ($4.50) per month on behalf of each full-time employee to the Local 464A Educational, Safety,

and Retirement Fund. Such contributions on behalf of full-time employees new to the Industry shall commence on the first (1st) of the month following twenty-four (24) months of continuous service for the duration of this Agreement. 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.

B. Effective August 1, 2004, the Company shall contribute Fifty Cents ($.50) per month on behalf of any part-time employees to the Local 464A Educational, Safety, and Retirement Fund. Such contributions on behalf of part-time employees shall commence on the first (1st) of the month following twenty-four (24) months of continuous service for the duration of this Agreement.

C. In the event a full-time or part-time employee is out because of illness, injury, or an approved leave of absence, the Employer shall make contributions to the aforementioned employee for a period of time not to exceed two (2) months on the same basis as if he or she were working.

D. In the event an employee is out of work because of illness or an approved leave of absence, the Employer shall continue to make contributions to the Educational, Safety and Retirement 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. Effective 7/18/04, the Employer agrees to provide contributions to the Educational, Safety and Retirement Fund on behalf of Baggers the first (1st) of the month following twenty-four (24) months of continuous employment with the Employer.

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

ARTICLE 14. – SICK LEAVE

SECTION 1

A. Full-time employees hired/promoted prior to 7/28/96 with three (3) months or more of continuous service shall be entitled to twelve (12) days sick leave in the contract year.

A. Full-time employees hired/promoted on or after 7/28/96 shall be entitled to:

3 days after 6 months
6 days after 12 months
9 days after 18 months
12 days after 24 months

C. Any unused portion of an employee's yearly sick leave entitlement shall be paid to an employee at the end of each contract year, provided that the employee is in the employ of the Company, on the last day of the contract year.

D. Employees who have heretofore accumulated sick leave credits under prior contracts, including those who have remaining credits under the Safeway Plan, shall maintain such credits and they shall be deemed "frozen".

E. In the event any full-time employee shall be injured on the job, he or she shall have the option of supplementing any statutory benefit to which he is entitled by applying any accrued or frozen sick leave to which he or she may be entitled. The value of "frozen" sick leave shall be the daily rate as of September 30, 1974 for the respective classifications of employees.

F. Any employee, upon retirement, shall be paid for any unused sick leave to which he or she may be entitled, both "frozen" and annual.

G. If a full-time employee is laid off and does not accept part-time status, he shall be paid for such unused sick time, both "frozen" and annual, that he or she may have accumulated.

ARTICLE 15. – MILITARY SERVICE

In the event any employee, whether prior to or subsequent to the execution of this Agreement, shall be selected, drafted, or conscripted pursuant to any Act, Law or Statute of the United States, or of the States of New York, New Jersey, or Connecticut, or the rules or regulations of any subdivision or agency thereof relating to the National or State Defense, then upon the termination of his service by reason of such selection, draft, or conscription, such employee, if he shall apply to the Company for reinstatement within ninety (90) days after his honorable discharge, shall be re-employed by the Company in his former position at the prevailing rate for that position, or at an increased wage if an increased wage is then in effect, without any rights or privileges or seniority being lost or affected by reason of such absence, and with the same force and effect as if he had never left his employment.

ARTICLE 16. – NO STRIKE, NO LOCKOUT – ARBITRATION

SECTION 1

There shall be no strike, picketing, stoppage, or lockout during the term of this Agreement. In the event, however, that either party shall fail to submit a dispute to arbitration pursuant to the provisions hereafter contained, or shall fail to abide by the award of the Arbitrator, then the other party, at its election, shall be free to take action, notwithstanding anything to the contrary in this Paragraph.

SECTION 2

It is mutually agreed that any difference arising between the Company and the Union, or an employee of the Company as to the meaning or application of the provision of this Agreement, such differences shall be settled in the following manner:

A. Any employee, the Union, and the Company may present a grievance. Any grievanc which is not presented within thirty (30) days following the event giving rise to such grievanc shall be forfeited and waived by the aggrieved party.

The aggrieved employee or employees shall first take the matter up with the Shop Steward wh in turn, shall take the grievance up with the Store Manager. Employees shall have the Sh Steward present at any grievance meeting.

B. If a satisfactory settlement is not affected with the Store Manager within one (1) wee the employee shall submit such grievance to the Union's Representative in writing.

C. If no satisfactory adjustment is agreed upon, the matter shall be referred, in writing, by Union Representative to the Human Resources Manager of the Company, who shall review t alleged grievance and offer a decision, in writing, within ten (10) working days after the recei of same.

D. If no satisfactory adjustment is agreed upon, the matter shall be referred, in writing, by Officer of the Union to the Director of Labor Relations or designee of the Company, or sor other executive officer of the Company with authority to act, who shall review the alleg grievance and offer a decision, in writing, within fifteen (15) working days after receipt of sam

E. Any dispute which cannot be adjusted between the Company and the Union shall, up written notice of either party to the other of the matter in dispute, be submitted to arbitration the American Arbitration Association in accordance with its rules currently in effect for t appointment by it of an Arbitrator to hear and determine the dispute. The Arbitrator shall ha no authority or power to add to, detract from, or alter in any way the provisions of th Agreement or any subsequent amendments thereof.

F. The award of any such Arbitrator shall be final and binding upon the parties, and may enforced in a court of competent jurisdiction.

SECTION 3

The expense of Arbitration shall be borne equally by the Union and the Company.

SECTION 4

Employees called to testify at an Arbitration proceeding by the Company or Union shall n suffer a loss in basic wages as a consequence.

SECTION 5

Charges made against any worker to the Union or in connection with any arbitration shall deemed privileged, and if the charge is arbitrated, then the Company may require and sh receive a Release from such worker.

ARTICLE 17. – DISCHARGE

SECTION 1

The Company shall have the right to discharge any employee for just cause.

SECTION 2

The Union shall have the right to file a protest upon the discharge of an employee. Such protest shall be filed promptly after said discharge. Upon receipt of such protest, the Company agrees to investigate the discharge, and report its finding to the Union. It is further agreed that if the Union and the Company cannot agree to the merits of such discharge, then either party may demand arbitration, as provided for in Article 15 of this Agreement, for the settlement of such dispute. If the Union fails to file a protest, in writing, of the discharge of an employee within fifteen (15) working days from receipt of a written list containing the names of any discharged employees (Saturdays, Sundays and Holidays excepted), then the parties hereto shall consider the discharge sustained.

SECTION 3

The use of discipline records is limited to the three (3) years prior to the date of the incident for use in grievances and arbitrations.

ARTICLE 18. – INFORMATION TO THE UNION

SECTION 1

The Company agrees to furnish information to the Union, which will enable it to have a complete list of store employees and enable it to keep such lists up to date.

SECTION 2

The Company will notify the Union in advance of any distribution of notices to its employees.

SECTION 3

The Union and the Employer shall, from time to time, review cash register shortages.

ARTICLE 19. – SEMINARS

Shop Stewards, Executive Board, and Policy Board members shall be permitted to attend one (1) day of Local 464A seminars during a calendar year for which they shall be paid eight (8) straight time hours pay.

ARTICLE 20. – MOBILE MEDIT UNIT

The Employer agrees to permit any eligible employee who so desires up to one (1) hour of pai time once a year to take preventative medical tests furnished by the Local 464A Mobile Medica Unit. The time of the visits shall be by prior mutual consent.

ARTICLE 21. – CHECK-OFF

The Company shall deduct from wages and turn over to the Union the initiation fees and Unio dues of all employees covered by this Agreement, provided the employee shall sign th authorized card for such deduction.

ARTICLE 22. – TEMPORARY TRANSFERS

The Company has the right to transfer employees between the Meat and Grocery sections. Suc temporary intersectional transfers shall be kept at a minimum.

ARTICLE 23. – LIE DETECTORS

No employee shall be required to take a lie detector test.

ARTICLE 24. – BULLETIN BOARD

The Union shall have the right to post notices on the bulletin board in the Company's store relating to Union meetings, recreational or social affairs, elections and results thereof, provided however, that such notices shall not contain advertising or political matter.

ARTICLE 25. – UNION OFFICIALS

Employees who have been elected or appointed to Union office, or who may hereafter be electe or appointed to Union office, which requires their full-time services, shall be, upon completio of their Union duties, reinstated with full seniority rights in the highest classification of wor covered by this Agreement that they are qualified to perform.

ARTICLE 26. – SEPARABILITY

In the event any provision, term, or covenant contained in this Agreement shall become illegal void, or unenforceable by virtue of the decision of any court of competent jurisdiction, th remaining provisions thereof shall continue in full force and effect. In any such contingency, th parties shall meet upon five (5) days' notice given by either party for the purpose of discussin and negotiating any changes in this Agreement that may be required as a result of any such law or decision.

ARTICLE 27. – DISCRIMINATION

It is the express intent of both the Company and the Union to comply with applicable laws intended to prevent discrimination against any employee or applicant for employment.

ARTICLE 28. – STORE VISITATION

The Business Agent or any authorized representative of the Union may visit the stores of the Company at any time for the purpose of interviewing or observing the workers, or to collect dues, but such visits shall not interfere with the normal work of the employees in the stores.

ARTICLE 29. – INDIVIDUAL AGREEMENTS

The Company shall not enter into any agreement with individual employees. All negotiations on behalf of the employees covered by this Agreement shall be conducted by the Company with the Union acting on behalf of the employees, except as may otherwise be provided.

ARTICLE 30. – LEAVE OF ABSENCE

Ninety (90) days' leave of absence shall be granted, upon reasonable requests therefor, provided a minimum of thirty (30) days' prior written notice therefor is given to the Company, except in cases of emergency.

ARTICLE 31. – TERMINATION, SICK LEAVE

SECTION 1

A full-time employee on sick leave shall not be terminated for a period of eighteen (18) months, and in the event any such employee is deemed to be a medical "terminal case", he shall not be terminated thereafter before the Union shall discuss the matter with a representative of the Company's Labor Relations Department.

SECTION 2

If the Company intends to terminate any such employee, it shall notify the employee and the Union, in writing, at least fifteen (15) calendar days before the effective date of the termination of the employee.

SECTION 3

After eighteen (18) months of absence due to sickness, no notice is required, unless it is a "terminal case".

SECTION 4

If the above procedure is observed by the Company, termination of an employee for sickness shall not be arbitrable.

ARTICLE 32. – BEREAVEMENT LEAVE

A. Full-time employees shall be entitled to paid funeral leave, not to exceed three (3) days for all days lost from the day of the death to the date of the funeral for a member of the immediate family. The immediate family shall consist of mother, father, spouse, sister, brother child or grandchild. In the event of the death of an employee's mother-in-law, father-in-law brother-in-law, sister-in-law or grandparent, the employee shall be granted one (1) day paid leave.

B. Part-time employees shall receive one (1) day paid funeral (bereavement) leave for a death in the employee's immediate family – namely, spouse, child, parent, brother or sister.

C. Part-time employees hired prior to 12/31/97 shall receive three (3) Funeral Leave Days with pay, for the death of an immediate member of their family.

ARTICLE 33. – JURY DUTY

The Company shall grant to each full-time employee on jury duty the difference between the employee's regular straight time earnings, including regular shift premiums (if any), and the juror's fee paid to the employee. Where an employee on jury duty has served five (5) days during the week, he shall not be required to work on Saturday. However, the employee shall have the right to work on Saturday if he so desires at the straight time hourly rate. When an employee is excused from jury duty, he shall be obliged to return to the store for his normal duties and work whenever reasonably possible.

Employees shall be eligible for Jury Duty pay after one (1) year of continuous service as follows:

- A maximum of ten (10) days per year for Petit Jury Duty.
- A maximum of twenty (20) days per year for Grand Jury Duty.

Part-time employees shall be paid for scheduled working hours lost while serving on jury duty.

ARTICLE 34. – SAFETY

SECTION 1

The Company agreed to convert all hot-wire wrapping machines to a cool-rod type system.

SECTION 2

The Company agrees to abide by the rules and regulations of OSHA.

SECTION 3

The Company agrees to provide a safe and healthy place for employees to work.

SECTION 4

The Company agrees to provide whatever personal protective equipment that is necessary for employees, at no cost to employees, as may be required by OSHA.

SECTION 5

The Union and the Company shall jointly form a six (6) person Safety Committee – three (3) Union, three (3) Management - which will administer a Safety Program.

ARTICLE 35. – PENSION FUND AND 401(K)

SECTION 1 - FULL-TIME EMPLOYEES

A. The Company shall pay to the United Food and Commercial Workers International Union Industry Pension Fund the sum of One Hundred and Six Dollars and One Cent ($106.01) per month for each full-time employee covered hereby for the purpose of providing Pension Benefits of such Fund.

B. The above contribution shall be increased to such amount and effective on such date as may be determined by the Trustees for the maintenance of the current benefit level. On newly hired full-time employees, contributions shall begin the first (1st) of the month following thirty (30) days of continuous service. The Company's obligation to make such contributions shall be conditioned upon the continued approval of the Internal Revenue Service that such contributions are deemed deductible business expenses, and that the Fund is an approved Fund for the purposes of providing pensions for its beneficiaries.

SECTION 2 - PENSION FUND – FULL-TIME EMPLOYEES

A. The Company agrees to contribute Seventy-Five Dollars ($75.00) per month to the Local 464A Pension Fund for each eligible full-time employee. Eligibility for contribution is the first (1st) of the month following thirty (30) days of continued service.

B. The Company will provide a benefit under the jointly administered supplemental Pension Plan for all full-time employees. The monthly contribution level shall be in accordance with actuarial determination.

SECTION 3 - PENSION FUND – PART-TIME EMPLOYEES

The Company agrees to contribute Fifty Dollars ($50.00) per month to the Local 464A Pension Fund for each eligible part-time employee (continuously employed for six [6] months). Contributions shall commence on the first (1st) of the month following six (6) months of employment.

The above stated contribution levels shall not change for the duration of this agreement.

SECTION 4 – BAGGERS

Effective 7/18/04, the Employer agrees to provide contributions on behalf of Baggers the first (1st) of the month following eighteen (18) months of continuous employment with the Employer.

SECTION 5 - 401(K)

The Company agrees to establish a 401(k) Plan applicable to employees aged 21 and over with one (1) year or more of service with the Company as soon as the Company determines it practical to do so.

ARTICLE 36. – SUCCESSORS AND ASSIGNS

In the event that the Company may lease, sell, or assign its business, this contract shall be binding upon the heirs, successors, or assigns.

ARTICLE 37. – JOB SECURITY

A. No full-time Meat Department employee on the Company's payroll as of July 17, 2004, shall be laid off or reduced to part-time solely due to the introduction of prepackaged meat.

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

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

ARTICLE 38. – TERM OF AGREEMENT

This Agreement shall be effective as of the 18th day of July, 2004, and shall terminate on the 8th day of November, 2008, unless renewed for an additional period by agreement of the parties. The parties hereto agree to meet upon at least sixty (60) days written notice prior to the termination of this Agreement for the purpose of discussing the terms and conditions of any new Agreement or amendments thereto. This Agreement shall be binding upon the parties hereto, their successors, and assigns by operation of law or contract.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals by their respective officers.

THE STOP & SHOP SUPERMARKET COMPANY LLC

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 464A, AFFILIATED WITH THE AFL-CIO

– NOTES –