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Benefits

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UFCW LOCAL 1245

COLLECTIVE BARGAINING AGREEMENT

WITH
KINGS SUPER MARKETS

Holidays

Pension

Vacations

November 25, 2001 – November 19, 2005

Vincent J. DeVito
President

John Trocena
Secretary-Treasurer

44 pages



UFCW LOCAL 1245

United Food & Commercial Workers Union • AFL-CIO

VINCENT J. DeVITO
President

JOHN TROCCOLI, JR.
Secretary-Treasurer

MICHAEL DeVITO
Recorder

November 2001

This is your personal copy of the contract negotiated by the Officers of **UFCW Local 1245** and ratified by the members of **Kings Super Markets, Inc.** You should read carefully all the sections to acquaint yourself with the conditions, as they will exist for the duration of this Agreement.

SOME MAJOR GAINS ACHIEVED IN NEGOTIATIONS ARE AS FOLLOWS:

- **Various language changes** throughout the contract in an effort to develop **stronger meaning and greater understanding** of your contract.
- **Substantial wage increases** and bonuses for part-time and full-time employees during the term of this Agreement.
- **Substantially increased Pension Benefits** - 1245 members have the highest Pension Benefit level for all years of service in the supermarket industry in Northern New Jersey.
- **Additional time off with pay** for both part-time and full-time Shop Stewards.
- **Major increases** in monies paid by Company for employees Health Benefits. Employees will not pay any portion of their Health Care Premiums.
- **Additional Scholarships** being offered through the Scholarship Program.
- **Additional premiums** for some classifications.

You should be aware that this contract is not written for any specific individual, but is written to do the most good for all concerned, in this spirit, all parties should do their utmost to fulfill the conditions as set forth.

If you have any questions concerning your contract, please feel free to contact your Union office.

Sincerely and fraternally,

Vincent J. DeVito
President

TABLE OF CONTENTS

<u>Subject</u>	<u>Section</u>	<u>Page</u>
Union Recognition	1	1
Union Security	2	1
Seniority	3	2
Visiting Stores	4	4
Hours and Overtime	5	4
Wages/Classification/Premiums	6	8
Vacations	7	9
Holidays and Sundays	8	12
Uniforms	9	16
Discharge of Employee	10	17
Grievance Procedure	11	17
General Conditions	12	18
Separability Clause	13	18
Health Fund Contributions/Benefits/Eligibility	14	19
Sick Leave	15	20
Military Service	16	23
Jury Duty	17	23
Funeral Leave	18	23
Shop Stewards	19	24
Pension Fund Contributions/Eligibility Benefits	20	24
Stabilization Clause	21	25
Travel Expense	22	26
Automation	23	26
Scholarship Program	24	26
Management Rights	25	27
Successors and Assigns	26	27
Duration of Agreement	27	28
Letter of Understanding	Pages 30-31	
Schedule "A"	Pages 32-33-34	
Memorandum of Agreement - Health Fund	Pages 1-2-3-4-5	
Memorandum of Agreement - Pension Fund	Pages 1-2	

AGREEMENT

AGREEMENT between **KINGS SUPER MARKETS, INC.**, a corporation of the State of New Jersey, hereinafter referred to as the "Employer", and **UNITED FOOD and COMMERCIAL WORKERS UNION, Local 1245** of Little Falls, New Jersey, chartered by the United Food and Commercial Workers International Union, A.F.L. - C.I.O, hereinafter referred to as the "Union".

The Employer and the Union in the performance of this Agreement agree not to discriminate against any employee or applicant for employment because of race, color, religious creed, origin, age or sex.

SECTION 1 - UNION RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees (including persons performing any work in the Pasta and Cheese Department) employed in its stores within the jurisdiction of the Local Union, except and excluding supervisors, store managers, assistant store managers, store manager trainees, liquor department managers, interns, cooking studio employees, seafood department employees, deli department employees and employees working exclusively in the meat department of the Employer's retail establishments.

B. The Employer further agrees that if the Employer should establish a new store or stores within the State of New Jersey then as of the time a new store or stores are established, this Agreement shall apply to such new store or stores; if the Employer establishes a new store or stores in New York (Westchester County), Pennsylvania or Connecticut then at the time a new store or stores is established this Agreement will apply, provided however, that certain terms of this Agreement may be newly negotiated, at the written request of the Union or Company.

SECTION 2 - UNION SECURITY

A. All employees shall as a condition of employment become and remain members of the Union in good standing on and after the thirty-first (31st) day following the date of their first employment, or on and after the thirty-first (31st) day following the effective date of this Agreement, whichever is later.

B. Upon failure of any employee to become and remain a member of the Union within the period and under the conditions specified in Paragraph A above, the Union shall notify the Employer, in writing, of such failure and the

SECTION 2 - UNION SECURITY (CONTINUED)

employer shall immediately, upon receipt of such notice, but not more than seven (7) days thereafter, discharge any such employee in accordance with the provision of the Labor Management Relations Act of 1947, as amended.

C. The Employer, after having received proper and legal written authorization from any employee to do so, shall deduct weekly from the wages due said employee on the first week following thirty (30) days of employment, the amount set forth by the Union for dues and initiation fees and shall transmit the total of said deduction to the Union by the first of the next succeeding month in which the deduction was made.

D. **Political Action Deduction** - Upon written authorization from any employee, Political Action Committee deductions, which shall be voluntary, will be checked-off on a weekly basis, until the time that any such employee notifies the Union in writing to discontinue deductions.

E. The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits or liability that might arise out of or by reason of action taken or not taken in respect to the deduction of Union dues, initiation fees, and Political Action Committee contributions made pursuant to the provisions of this Agreement.

F. The Employer agrees to display in each store both a Union Information Card and the standard Union Store Card as furnished by the Union, and agrees to surrender same upon demand of the Union.

G. The Employer agrees to advise the union of all hirings and include persons name, social security number, store number, job classification, date of hire, date of birth and rate of pay. The Employer also agrees to provide information pertaining to discharges, transfers, layoffs, promotions, demotions and all increases during the term of this Agreement.

H. All employees shall be on probation for the first sixty (60) days of employment and may be discharged by the Employer, giving the Union no cause for dismissal within this period; except that employees hired for new store openings and for remodeled stores shall be on probation for the first ninety (90) days of employment. The ninety (90) day probation period shall not apply to such new stores or remodeled stores after they are open more than thirty (30) days.

SECTION 3 - SENIORITY

A. The Employer recognizes the principle of seniority and shall be governed by said principle in matters of promotions, demotions, layoffs and recalls subject to the ability of the employee involved to perform the work in question.

SECTION 3 – SENIORITY (CONTINUED)

1. Seniority shall be defined as continuous service from the last employment date with the Employer within the bargaining unit.

2. Upon request, the Employer agrees to compile and furnish to the Union, seniority lists of all employees including a list of employees in classified jobs.

B. Layoffs or reduction of employees shall be made within part-time designation, within full-time designation, and within department manager classification, each of which shall be in the reverse order of seniority within the bargaining unit, subject to practicability. In the event of a store closing or a major layoff, the parties shall meet to develop alternative methods of transferring employees, reassigning employee classifications or layoff. The purpose of the alternative program will be to reduce the effect of merging seniority in the remaining stores.

1. Recall of employees from layoff shall be made in order of seniority so long as the most senior employee is capable and available to perform the work. The Employer shall notify such employees by registered letter or telegram who shall report within seventy-two (72) hours (not counting Saturday and Sunday) of notification; if employee fails to report within this period, Employer will have no further obligations under the seniority provisions of this Agreement.

2. Employees laid-off and recalled within six (6) months shall retain their seniority accrued at the time of layoff. Time not worked shall not be considered in determining any benefits or wages under other sections of this Agreement.

C. Seniority shall terminate after six (6) months absence from work due to non-occupational illness; however, the Employer agrees to consider an extension of the six (6) month absence on a month to month basis, to a maximum of twelve (12) months, at the request of an employee, if extenuating circumstances exist.

D. The Employer agrees to post full-time and classified job openings in each store. Classified positions are defined as Department Manager, Department Head Assistant, Lead Person, Systems Coordinator, Customer Service Manager and Bookkeeper.

1. Regular part-time employees will be given preference for full-time employment whenever a full-time vacancy occurs, provided they are available and qualified for such work.

SECTION 3 – SENIORITY (CONTINUED)

2. Employees promoted to classified jobs shall retain previously acquired seniority for the purposes of this Section, in the classified job.

3. No employee can exercise seniority to claim a classified job.

4. In the event of layoff or replacement of classified employees such employees shall be permitted to reclaim positions they previously held or an equivalent job to which the employee may be entitled (by the application of seniority) provided the employee is qualified and available to perform the required job.

E. Seniority, ability and availability will be considered when distributing hours to part-time employees, excluding Apprentice Clerks, in excess of the sixteen (16) hour minimum, in accordance with the needs of the business.

F. In addition to the foregoing, seniority shall be terminated for any one (1) or more of the following reasons:

1. Quit

2. Justifiable discharge

3. Failure to return to work from authorized leave of absence.

G. Upon request, the Employer agrees to compile and furnish to the Union, seniority lists of all employees including a list of employees in classified jobs.

SECTION 4 - VISITING STORES

A. The Union agrees that neither it nor its members will engage in Union activities on Employer's time or in Employer's stores, provided however, the representative of the Union shall have access to Employer's stores during hours employees covered by this Contract are in the store, to satisfy themselves that this Contract is being observed. Such representative shall not interfere with or cause undue interruption of the Employer's business.

SECTION 5 - HOURS AND OVERTIME

A. Department Heads:

1. Forty (40) hours to be worked within five (5) days shall constitute the work week. It is agreed that a Department Head will work no more than two (2) nights within the forty (40) hour week.

SECTION 5 - HOURS AND OVERTIME (CONTINUED)

a. Full-time employees hired as or promoted to a Department Head on or after November 16, 1987 may be scheduled to work three (3) eight (8) hour days and two (2) flexible days (one (1) ten (10) and one (1) six (6) hour day or one (1) nine (9) and one (1) seven (7) hour day).

2. All work in excess of forty (40) hours in any one (1) week or after six (6:00) PM, with the exception of two (2) nights and one (1) nine (9) or ten (10) hour day, shall be deemed overtime and paid for at the overtime rate of time and one-half (1 1/2x) the employees' regular rate of pay, with the exceptions as stated in Paragraphs A1, B6 and B7 of this Section.

B. Full-time Clerks:

1. Forty (40) hours, consisting of five (5) eight (8) hour days or four (4) eight (8) hour days and one (1) eight (8) hour shift worked beyond 6 P.M. which constitutes a night, shall constitute the work week. This shall not apply to full-time employees hired or promoted on or after November 16, 1987; they may be scheduled to work a ten (10) hour and a six (6) hour day or a nine (9) hour and a seven (7) hour day and three (3) eight (8) hour days.

2. All time worked in excess of eight (8) hours in one (1) day, with the exception of the one (1) ten (10) and one (1) nine (9) hour day referred to in Paragraph B-1 of this Section, or forty (40) hours in a week shall be deemed overtime and paid for at the overtime rate of time and one-half (1 1/2x) of the employee's regular rate of pay. All time worked after six (6:00) PM, with the exception of one (1) night each week shall be considered overtime and paid for at the overtime rate of time and one-half (1 1/2x) the employees' regular rate of pay, with the further exceptions as stated in Paragraphs B1, B6 and B7 of this Section.

3. The regular day's work for all employees shall be worked in consecutive hours and all employees shall receive one (1) hour off for lunch at approximately the middle of the working day. When it is mutually agreed by both employees and Employer, a half (1/2) hour lunch period may be scheduled.

4. All full-time employees reporting for work on their scheduled work day shall be guaranteed work with pay for their scheduled hours. In the event employees are called to work on their predesignated day off, they shall be guaranteed a minimum of four (4) hours pay at the overtime rate.

5. First Shift Scheduling:

a. The Employer may schedule first shift full-time employees to start their work schedule between six (6:00) AM and nine thirty (9:30) AM.

SECTION 5 - HOURS AND OVERTIME (CONTINUED)

b. Full-time employees hired or promoted after November 12, 1984 may be scheduled to start between the hours of five (5:00) AM and ten (10:00) AM, provided that such schedule requires employees to work only one (1) night without overtime as outlined in Paragraph B2 of this Section.

c. Other employees may be scheduled to begin at five (5:00) AM on a voluntary basis.

d. Employees hired or promoted on or before November 26, 1990 may be scheduled by mutual agreement only, to start at four (4:00) AM in the Bakery Department.

e. Employees hired or promoted after November 26, 1990 may be scheduled to start at four (4:00) AM in the Bakery Department.

6. Second Shift Scheduling:

a. All full-time employees may be scheduled to work five (5) eight (8) hour shifts per week on a schedule commencing ten (10:00) AM to four (4:00) PM. Further, in order to maintain as many forty (40) hour positions as possible, the Employer may establish a flexible work schedule (as outlined in Paragraph 6b.) for all full-time employees. Full-time employees will be assigned to such schedules by inverse order of seniority within each store, with newly hired employees being the first to be assigned to such schedules.

b. All full-time employees working on the second shift may be scheduled to commence an eight (8) hour shift, between the hours of five (5:00) AM and ten (10:00) AM up to two (2) days per week, except Bakery employees who may start at four (4:00) AM up to two (2) days per week.

7. Night Shift Scheduling:

a. Full-time night crew personnel will be scheduled five (5) eight (8) hour shifts which must commence no earlier than two (2) hours before store closing.

C. Part-time Clerks:

1. The provisions in Paragraph C will not apply to Apprentice Clerks.

2. Provided an employee is available, the minimum work week shall be sixteen (16) hours. The minimum hourly scheduling requirement does not apply to those employees fifteen (15) years of age and under.

SECTION 5 - HOURS AND OVERTIME (CONTINUED)

a. Part-time employees working more than thirty-five (35) hours per week (except as stated in Paragraph C.5.) shall receive time and one-half (1 1/2x) their regular rate of pay for all hours worked in excess of thirty-five (35) hours.

b. Part-time employees working in excess of eight (8) hours in any one (1) day shall receive time and one-half (1 1/2X) for those excess hours.

3. Part-time employees with one (1) or more continuous years of service, if available, will be scheduled a minimum four (4) hour shift, when reporting for work. Part-time employees with less than one (1) year continuous service, may be scheduled a minimum three and one-half (3-1/2) hour shift, when reporting for work.

4. Part-time employees reporting for work on their regularly scheduled work day who are not given work shall be entitled to four (4) hours pay at their normal straight time rate of pay.

5. All part-time employees may be scheduled for up to thirty-five (35) hours per week, except during the period May 15, through September 15 and November 15 through the week of January 1, when part-time employees may be scheduled a maximum of forty (40) hours at their regular straight time rate of pay.

D. The Employer shall post weekly in each department or store, a working schedule of all employees covered by this Agreement showing their daily hours of work and their predesignated day off. This notice shall be posted by the Friday preceding each work week. The Employer shall give all full-time employees five (5) days notice of any change in their predesignated day off, except in the cases of bonafide emergencies. Full-time employees required to work on their predesignated day off without receiving due notice as above provided shall be paid at the rate of time and one-half (1 1/2x) their straight time rate of pay for work performed on such day, except in cases of bonafide emergencies.

E. All employees will be given a fifteen (15) minute rest period in the middle of each (4) hour shift worked.

F. The Employer agrees there shall be a minimum of ten (10) hours off between the end of an employees regularly scheduled shift and the beginning of the next regularly scheduled shift, except during Holiday periods.

SECTION 6 - WAGES/CLASSIFICATIONS/PREMIUMS

A. The following across-the-board increases apply only to those employees at top rate, who have completed thirty (30) days of continuous service, on dates across-the-board increases become effective. All other employees shall be paid pursuant to the applicable progression scales, specified in "Wage Rates - Schedule A" (Pages 32 - 34).

	<u>11/25/01</u> Per 40 Hour <u>Week</u>	<u>11/24/02</u> Per 40 Hour <u>Week</u>	<u>11/23/03</u> Per 40 Hour <u>Week</u>	<u>11/21/04</u> Per 40 Hour <u>Week</u>	
Dept. Managers:	\$25.00	\$25.00	\$30.00	\$25.00	
Full-Time Clerks:	\$25.00	\$25.00	\$30.00	\$25.00	
	<u>11/25/01</u> Per Hour	<u>11/24/02</u> Per Hour	<u>11/23/03</u> Per Hour	<u>11/21/04</u> Per Hour	<u>5/22/05</u> Per Hour
Part-Time Clerks:	\$0.40	\$0.35	\$0.40	\$0.40	\$0.25
Apprentice Clerks:	\$0.40	\$0.35	\$0.40	\$0.40	\$0.25

1. Department Managers are defined as follows:

Grocery/Dairy Manager, Grocery, Produce, Dairy, Customer Service Manager, Bakery and Floral Managers.

B. Where designated by the Employer, Grocery Department Head Assistants, Produce Department Head Assistants and Lead Persons shall receive ten (\$10.00) dollars per week in addition to their full-time rate. Where designated by the Employer, Bookkeepers shall receive twenty (\$20.00) dollars per week in addition to their full-time rate.

C. Where a Dairy Department Manager is reassigned to another Department as Manager or Head Assistant, or becomes a Manager Trainee, or is terminated or demoted, the company may institute a new classified position of "Grocery/Dairy" Manager. Any Dairy Department Manager reassigned to Head Assistant will maintain their present premium. The Dairy Manager position will remain intact where the above conditions do not exist.

D. Floral Managers will be designated by the Employer in all Full Service Departments. Floral Manager designation in Self-Service Departments is not mandatory. The Floral Manager will report to the Store Manager or Assistant Store Manager.

SECTION 6 - WAGES/CLASSIFICATIONS/PREMIUMS (CONTINUED):

E. Bakery Managers, where designated by the Employer, will report to the Store Manager or Assistant Store Manager.

1. Bakery lead person designation in Self-service Departments is not mandatory.

F. Night Crew Employees:

1. Night Crew - Employees assigned to the night shift shall receive a premium of seventy-five (\$0.75) cents per hour over their rate of pay for work on that shift.

2. Night Crew Chief - In addition to the night shift premium, the Night Crew Chief, where designated, shall receive fifty (\$.50) cents per hour over his/her rate of pay.

G. The Employer shall grant previous experience credit up to two (2) years toward establishing wage rates for all employees who were previously employed with the Employer and who are subsequently rehired. It is agreed the Employer is only obligated to check employees' records for two (2) years preceding their rehire date.

H. Part-time employees accepting full-time employment shall receive service credit for determining their applicable rate of pay on the basis of one (1) month full-time credit for each two (2) months of part-time service.

I. Part-time employees shall receive overtime for all hours worked on their sixth (6th) day of work in any one (1) week. This provision shall not apply to any part-time employees hired on and after November 25, 2001, for all periods of their employment up to and including November 18, 2005.

SECTION 7 - VACATIONS

A. **Employees hired prior to November 21, 1993** who have been actively in the employ of the Employer for twelve (12) consecutive months, shall receive annual vacation on the following basis:

1. Upon completion of one (1) year of service, employees shall receive one (1) week vacation with full pay.

2. Upon completion of three (3) years of service, employees shall receive two (2) weeks vacation with full pay.

SECTION 7 – VACATIONS (CONTINUED)

3. Upon completion of six (6) years of service, employees shall receive three (3) weeks vacation with full pay.

4. Upon completion of twelve (12) years of service, employees shall receive four (4) weeks vacation with full pay.

5. Upon completion of twenty (20) years of service, employees shall receive five (5) weeks vacation with full pay.

B. Employees hired on or after November 21, 1993 and before November 23, 1997, who have been actively in the employ of the Employer twelve (12) consecutive months, shall receive annual vacation on the following basis:

1. Upon completion of one (1) year of service, employees shall receive one (1) week vacation with full pay.

2. Upon completion of three (3) years of service, employees shall receive two (2) weeks vacation with full pay.

3. Upon completion of eight (8) years of service, employees shall receive three (3) weeks vacation with full pay.

4. Upon completion of fourteen (14) years of service, employees shall receive four (4) weeks vacation with full pay.

C. All employees hired on or after November 23, 1997 who have been actively in the employ of the Employer twelve (12) consecutive months, shall receive annual vacation on the following basis:

1. Upon completion of one (1) year of service, employees shall receive one (1) week vacation with full pay.

2. Upon completion of three (3) years of service, employees shall receive two (2) weeks vacation with full pay.

3. Upon completion of ten (10) years of service, employees shall receive three (3) weeks vacation with full pay.

4. Upon completion of eighteen (18) years of service, employees shall receive four (4) weeks vacation with full pay.

D. A part-time employee's weekly vacation entitlement shall be determined by totaling the number of straight time hours worked in the (12) months prior to the person's most recent anniversary date (date of hire) and dividing that total by (52).

SECTION 7 – VACATIONS (CONTINUED)

E. Scheduling of Vacations:

1. Vacations shall be scheduled by mutual agreement between the Employer and employee. All vacations are earned when the employee reaches their anniversary date (**date of hire**) and may be taken in the twelve (12) month period following that anniversary date.

2. The first two (2) weeks of vacation may be given in consecutive weeks. The third (3rd), fourth (4th) and fifth (5th) weeks of vacation will be granted at a time mutually convenient to the employee and the Employer, and where possible, will be granted consecutively with the first two (2) weeks.

3. The principle of seniority will govern conflicting selections. All vacations must be scheduled by April 30th of each year. The company will communicate procedure to employees in writing by the end of January of each year. If not scheduled, the employee must accept the Employer's assignment of dates, with no less than two (2) months notice to employee of date assigned.

F. Any regular full-time or part-time employee who has been employed for twelve (12) consecutive months or longer, shall, upon termination of their employment, be entitled to receive pro-rated vacation pay, in accordance with the total number of months served for which no vacation has been taken, except in the case of discharge for theft or gross insubordination.

G. All time up to a maximum of two (2) months lost from employment, because of a granted leave of absence from work or temporary layoff, shall be considered as time worked for the purpose of determining the length of employment in relation to vacation privileges. If employees with more than one (1) year's service are granted a leave of absence which exceeds two (2) months, then such employees' vacation privileges shall be that fractional part which their time worked on the job bears to twelve (12) months. (Except as provided for in the New Jersey Family Leave Act of 1990 and the Federal Family and Medical Leave Act of 1993.)

H. If one (1) of the holidays hereinafter mentioned occurs within an employee's vacation week, the Employer shall, at its option, either schedule said employee an additional vacation day or give said employee an extra day's pay. The Employer's determination will be made prior to the vacation and the employee will be notified at that time.

I. Employees who work during the ensuing year on a permanent and definite overtime schedule (i.e., minimum of forty (40) weeks, Sunday overtime not included), shall receive, during their vacation period, the rate regularly received by them during said year.

SECTION 7 – VACATIONS (CONTINUED)

J. Where any employee relieves a higher classified employee for five (5) or more days during a regular work week (excluding Sunday), said employee shall receive the contract rate of the higher classification during said period of time (excluding Sunday).

K. All employees will receive their vacation pay during the week prior to taking vacation, provided they have followed proper company procedures in requesting vacation.

L. The company agrees to permit employees with two (2) or more weeks vacation entitlement to take one (1) week in days, by mutual agreement.

SECTION 8 - HOLIDAYS AND SUNDAYS

A. The Employer agrees that the following days shall be considered holidays and be granted with pay. Regular full-time employees, part-time employees and apprentice clerks shall become eligible for such holidays with pay after the completion of six (6) months of service. (For part-time employees, and apprentice clerks, eligibility requirements also include language in Paragraph D). When a holiday falls on a Sunday, the following Monday shall be observed.

New Year's Day
Memorial Day

Independence Day
Labor Day
Presidential Election Day*

Thanksgiving Day
Christmas Day

* For employees hired prior to November 25, 2001.

B. Compensation for Work Performed on Holidays

1. Full-time employees hired prior to November 23, 1997, shall be compensated for work performed on holidays at the rate of time and one-half (1 1/2x) for all hours worked, plus straight time for holiday pay, if eligible.

2. Full-time employees hired or promoted on or after November 23, 1997, shall receive a total of straight time pay for the first eighteen (18) months of service, for work performed on holidays.

a. Upon completion of eighteen (18) months of full-time service, these full-time employees shall be compensated for work performed on holidays at the rate of time and one-half (1 1/2x) for all hours worked plus straight time for holiday pay.

3. Part-time employees and apprentice clerks hired on or before November 20, 1993, shall be compensated for work performed on holidays at the rate of time and one-half (1 1/2X) for all hours worked, plus straight time for holiday pay, if eligible.

SECTION 8 - HOLIDAYS AND SUNDAYS - (CONTINUED)

4. **Part-time employees and apprentice clerks, hired after November 20, 1993 and before November 23, 1997**, shall be compensated for work performed on holidays at the rate of straight time for all hours worked, plus straight time for holiday pay, if eligible.

5. **Part-time employees and apprentice clerks hired on or after November 23, 1997**, shall be compensated for work performed on holidays based on the following schedule:

0 - 18 months of service	Straight time
After 18 months of service	\$1.00 per hour premium
After 36 months of service	\$2.00 per hour premium
After 42 months of service	\$3.00 per hour premium
After 48 months of service	time and one-half

C. It is further agreed that during a week in which a holiday is given in accordance with this Agreement, such work week for full-time employees shall be considered a four (4) day week consisting of thirty-two (32) hours straight time pay. All time worked in excess of thirty-two hours (32) during said holiday week shall be compensated for at the rate of time and one-half (1 1/2x), except that full-time employees may work forty (40) hours at straight time in such week by mutual agreement with the Employer.

D. All part-time employees shall be entitled to holiday pay as set forth in this Section when said holiday falls on their regularly scheduled work day, based on the number of hours regularly worked by such employees on the day on which the holiday falls.

E. To receive holiday pay for any holidays not worked, employees must have worked all hours scheduled for that holiday week. Employees shall be deemed to have reported for work if absence on said day before and said day after said holiday is due to express permission from or action of the Employer, and also in case of certified illness.

F. Work can be performed on any of the above-mentioned holidays. Employees required to work on holidays shall be paid the appropriate premium pay. In the event Employer decides to open it's stores on Easter Sunday or Christmas Day, the Employer will first seek volunteers to staff the stores. If additional associates are needed, the Employer will schedule associates by inverse order of seniority by store, by classification, by department.

G. Where the Employer voluntarily closes its store to the public on any other holiday, the Employer agrees that no employees coming under the jurisdiction of this Contract shall suffer a reduction of pay on account of such closing.

SECTION 8 - HOLIDAYS AND SUNDAYS - (CONTINUED)

H. Personal Holidays - Full-Time Employees

1. Upon completion of one (1) year's continuous service with the Employer, **full-time employees hired or promoted prior to November 21, 1993** shall be granted six (6) personal holidays to be taken one (1) day in each two (2) month period of the calendar year.

2. **Full-time employees hired or promoted on or after November 21, 1993 and before November 23, 1997**, upon completion of one (1) year's continuous service with the Employer, shall receive two (2) personal holidays during the first six (6) months of the calendar year and two (2) personal holidays during the second six (6) months of the calendar year, for a total of four (4) personal holidays.

a. Upon completion of two (2) years of continuous service, these full-time employees shall receive two (2) additional personal holidays for a total of six (6) personal holidays to be taken one (1) day in each two (2) month period of the calendar year.

3. **Full-time employees hired on or after November 23, 1997:**

a. Upon completion of twelve (12) months continuous service, shall be granted two (2) personal holidays in each calendar year.

b. Upon completion of eighteen (18) months of continuous service, shall be granted one (1) additional personal holiday in each calendar year.

c. Upon completion of twenty-four (24) months of service, **these full-time employees** shall receive one (1) additional personal holiday for a total of four (4) personal holidays, with two (2) to be taken in the first six (6) months of the calendar year and two (2) to be taken in the second six (6) months of the calendar year.

I. Personal Holidays - Part-Time Employees

1. Upon completion of one (1) year's continuous service with the Employer, **all part-time employees, hired or promoted prior to November 21, 1993**, shall be granted five (5) personal holidays. One personal holiday shall be taken during each ten (10) week period of the calendar year.

SECTION 8 - HOLIDAYS AND SUNDAYS - (CONTINUED)

2. **Part-time employees hired on or after November 21, 1993**, upon completion of twelve (12) months continuous service shall receive two (2) personal holidays in each calendar year: one to be taken in the first six (6) months of the calendar year, and one (1) to be taken in the second six months of the calendar year.

- a. Upon completion of eighteen (18) months of continuous service, **these part-time employees** shall be granted one (1) additional personal holiday in **that** calendar year.
- b. Upon completion of twenty-four (24) months of continuous service, **these part-time employees** shall receive one (1) additional personal holiday for a total of four (4) personal holidays, with one (1) personal holiday to be taken in each quarter.

3. Personal holidays for eligible part-time employees shall be paid based on the average hours worked per week, divided by five (5), or a minimum of four (4) hours pay, whichever is greater. (Average hours worked per week is based on the most current vacation calculation for that particular employee.)

J. The personal holidays shall be scheduled not less than two (2) weeks in advance, with the mutual consent of both the Employer and the employee, provided; however, that personal holidays may not be scheduled during any week in which one of the holidays listed in Section 8-A occurs.

K. Employees who have not made their personal holiday selection thirty (30) days prior to the end of the period, shall accept the Employer's assignment of the personal day with not less than two (2) weeks' notice.

L. Personal holiday provisions do not apply to apprentice clerks.

M. Sunday Work - Full-Time Employees

1. Work performed on Sunday by **full-time employees hired or promoted prior to November 23, 1997** shall be compensated for at the rate of one and one-half (1 1/2X) times the employee's regular straight time rate of pay.

2. Employees hired as **full time on or after November 23, 1997**, shall have Sunday as part of their work week.

a. Work performed on Sunday for the first eighteen (18) months of employment will be compensated at straight time pay. Upon completion of eighteen (18) months of service, these full-time employees will then be compensated at the rate of one and one-half (1 1/2X) times the employee's regular straight time rate of pay.

SECTION 8 - HOLIDAYS AND SUNDAYS - (CONTINUED)

3. Employees promoted to **full time on or after November 23, 1997**, shall have Sunday as part of their work week.

a. For work performed on Sunday, these employees shall retain the Sunday hourly premium they were receiving prior to being promoted.

b. Upon completion of eighteen (18) months of service, these full-time employees will then be compensated at the rate of one and one-half (1 1/2X) times the employee's regular straight time rate of pay.

4. The Employer agrees not to arbitrarily make any significant adjustment to the current Sunday rotation as a result of these full-time employees having Sunday as part of the regular work week.

N. Sunday Work - Part-Time Employees

1. Work performed on Sunday by **part-time employees hired or promoted prior to November 23, 1997**, shall be compensated for at the rate of one and one-half (1 1/2X) times the employee's regular straight time rate of pay.

2. **Part-time employees and Apprentice Clerks hired on or after November 23, 1997**, shall receive pay for Sunday work based on the following schedule:

0 - 18 months of service	Straight Time
After 18 months of service	Straight time plus \$1.00 per hour premium
After 36 months of service	Straight time plus \$2.00 per hour premium
After 42 months of service	Straight time plus \$3.00 per hour premium
After 48 months of service	Time and one-half (1 1/2X) hourly rate

SECTION 9 - UNIFORMS

A. Employees will be responsible for the laundering and care of all wash and wear items.

B. The Employer agrees to provide rain apparel to all employees who are required to perform work outdoors during rainy weather.

C. The Union agrees that its members shall look presentable to the public and to the best of their ability, work for the interests of the Employer by attempting to increase sales at all times.

D. The Union agrees to support the company's current dress code and any reasonable changes in the future, provided they are discussed with the Union. A six (6) month phasing in period will be required for any change in apparel to be purchased by the employees.

SECTION 10 - DISCHARGE OF EMPLOYEE

A. The Employer shall have the right to discharge any employee for good cause. The Employer shall not discharge or discriminate against any employee because of membership in the Union or participation in Union activities.

1. Upon the discharge of any employee, the Employer shall thereafter notify the Union of such discharge as soon as possible.

2. If the discharge is disputed by a Union member to the Union, the Union will then take the necessary steps to determine if such disciplinary action was justified by the Company.

SECTION 11 - GRIEVANCE PROCEDURE

A. If a controversy, dispute or disagreement should arise during the period of this Agreement concerning the interpretation or application of the terms of this Agreement, it shall be handled in accordance with the following procedure:

1. Except in cases of proven mistakes in the application of wage rates specified in this contract, a grievance, to be considered as such, must be brought to the attention of both Employer and Union representative within thirty (30) days of its occurrence. Grievances not filed within the limit herein specified shall have no right of appeal by any party involved.

2. Upon the filing of a grievance by either party, the matter shall be discussed by a representative of the Employer and a representative of the Union who shall, within five (5) days thereafter, attempt to reach a settlement of the controversy.

3. If the matter remains unsettled, it shall be discussed within five (5) days thereafter between the Employer's Manager of Human Resources or their appointee, and the Secretary-Treasurer of the Union or his appointee.

4. If the matter is still unsettled, then it shall be discussed within ten (10) days between the an Executive Officer of the Employer or his appointee, and the President of the Union or his appointee.

5. If the matter remains unsettled, either party may thereafter submit the issue to arbitration at either the American Arbitration Association or the New Jersey State Mediation Board, or to an arbitrator mutually agreed upon by the Employer and the Union.

B. The arbitrator shall not have the authority to decide questions involving the jurisdiction of any Local, or of the International, or which may in any way affect a change, modify or amend any of the provisions of this Agreement.

SECTION 11 - GRIEVANCE PROCEDURE (CONTINUED)

C. The expenses of the arbitrator shall be borne equally by both the Employer and the Union. The decision of the arbitrator shall be final and binding and conclusive on all matters.

SECTION 12 - GENERAL CONDITIONS

A. No member of the Union shall suffer a reduction in wages or an increase/decrease in hours or reduced vacation time by any provisions of this Agreement. Employees will not be asked or scheduled to work a split-shift (a split-shift is defined as working an unscheduled shift prior to or after their regularly scheduled shift within the same day.)

B. Where employees are required to have health certificates, whether by law or Employer request, the Employer will pay costs connected therewith.

C. If employees are injured on the job and receive medical treatment, and upon verifiable medical advice, the employees do not return to work, they will be paid for the balance of their regularly scheduled work day. This is not considered a Sick Day or Personal Holiday.

D. The Employer and the Union recognize that sexual harassment is a form of misconduct that undermines the integrity of the employment relationship and adversely affects employee opportunity. All employees are entitled to work in an environment free from unsolicited and unwelcome sexual conduct. Therefore, the parties mutually agree to identify and work to eliminate such occurrences. Proven sexual harassment may be deemed "good cause" for termination.

E. The Employer agrees to provide training to employees so they may properly and safely operate any equipment necessary as part of their job responsibilities.

SECTION 13 - SEPARABILITY CLAUSE

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

SECTION 14 - HEALTH FUND CONTRIBUTIONS/BENEFITS/ELIGIBILITY

A. The Employer agrees to make contributions to the Local 1245 Health Fund in the amounts as set forth in the "Health Fund Memorandum of Agreement", as of December 13, 2001, attached hereto and made a part hereof. Employees shall become eligible for benefits under the Local 1245 Health Fund, as follows:

B. FULL TIME EMPLOYEES HIRED ON OR BEFORE NOVEMBER 22,1997:

1. 6 Months of Service Dental, Vision, Wellness Benefits, Dr. Office Visits and Prescription for Member Only
2. 12 Months of Service Dental, Vision, Hospitalization, Major Medical, Wellness Benefits, Contact Lenses, Life Insurance and Prescription for Member Only
3. 24 Months of Service Dental, Vision, Hospitalization, Major Medical, Wellness Benefits, Contact Lenses, Prescription - Dependent Coverage, and Life Insurance (Member Only)

C. FULL TIME EMPLOYEES HIRED OR PROMOTED AFTER NOVEMBER 22,1997:

1. 6 Months of Service Dental, Vision, Wellness Benefits, Dr. Office Visits and Prescription for Member Only
2. 24 Months of Service Dental, Vision, Hospitalization, Major Medical, Wellness Benefits, Contact Lenses, Life Insurance and Prescription for Member Only
3. 36 Months of Service Dental, Vision, Hospitalization, Major Medical, Wellness Benefits, Contact Lenses, Prescription - Dependent Coverage and Life Insurance (Member Only)

SECTION 14 - HEALTH FUND CONTRIBUTIONS/BENEFITS/ELIGIBILITY - (CONTINUED)

D. PART-TIME EMPLOYEES

1. 12 Months of Service Dental and Vision for Member Only
2. 18 Months of Service Dental, Vision and Wellness Benefits for Member Only
3. 24 Months of Service Dental, Vision, Wellness Benefits, Contact Lenses, Mammogram Screening, Dr. Visits, Annual Physicals, Diabetes Strips and Prescription for Member Only

E. APPRENTICE CLERKS

1. 12 Months of Service Dental and Vision for Member Only

F. In the event a part-time employee is promoted to a full-time employee, they shall receive one (1) month of full-time service credit for each two (2) months of part-time service credit earned.

G. Booklets detailing benefits and eligibility requirements will be sent by the Fund at the time members are eligible for benefits.

SECTION 15 - SICK LEAVE

A. Full-time employees, except apprentice clerks, **hired on or before November 22, 1997**, completing six (6) months of continuous full-time service by the beginning of the following periods shall be eligible to receive paid sick leave for the specified number of scheduled work days:

November 25, 2001 to November 23, 2002	-	6 Days
November 24, 2002 to November 22, 2003	-	6 Days
November 23, 2003 to November 20, 2004	-	6 Days
November 21, 2004 to November 19, 2005	-	6 Days

1. These full-time employees who attain six (6) months of continuous service during one of the above periods, shall be entitled to sick leave during the remainder of the period on the basis of one (1) day for each sixty (60) days of continuous full-time service.

SECTION 15 - SICK LEAVE (CONTINUED)

2. The Employer agrees to pay a bonus of three (3) additional days pay to these full-time employees who are eligible for six (6) sick days and have perfect attendance pertaining to sick leave, during the periods specified in Paragraph "A".

a. If two (2) days or less of sick leave is used during the periods specified in Paragraph "A", by an employee who is eligible for six (6) sick days, then the Employer agrees to pay a partial bonus of two (2) additional days pay.

B. Full-time employees, except apprentice clerks, **hired or promoted after November 22, 1997**, completing one (1) year of continuous full-time service by the beginning of the following periods shall be eligible to receive paid sick leave for the specified number of scheduled work days:

November 25, 2001 to November 23, 2002	-	3 Days
November 24, 2002 to November 22, 2003	-	3 Days
November 23, 2003 to November 20, 2004	-	3 Days
November 21, 2004 to November 19 2005	-	3 Days

1. These full-time employees who attain one (1) year of continuous service during one (1) of the above periods, shall be entitled to sick leave during the remainder of the period on the basis of one (1) day for each one hundred and twenty (120) days of continuous full-time service.

2. Full-time employees, except apprentice clerks, **hired or promoted after November 22, 1997**, completing twenty-four (24) months of continuous full-time service by the beginning of the following periods shall be eligible to receive paid sick leave for the specified number of scheduled work days:

November 25, 2001 to November 23, 2002	-	6 Days
November 24, 2002 to November 22, 2003	-	6 Days
November 23, 2003 to November 20, 2004	-	6 Days
November 21, 2004 to November 19 2005	-	6 Days

a. These full-time employees who attain two (2) years of continuous service during one (1) of the above periods, shall be entitled to sick leave during the remainder of the period on the basis of one (1) day for each sixty (60) days of continuous full-time service.

SECTION 15 - SICK LEAVE - (CONTINUED)

C. Full-time employees, except apprentice clerks, who have unused sick leave at the end of the above periods shall be paid one-hundred (100%) percent of the unused sick leave.

D. Part-time employees, except apprentice clerks, completing one (1) year of continuous service by the beginning of the following periods, shall be eligible to receive paid sick leave for the specified number of scheduled work days:

November 25, 2001 to November 23, 2002	-	4 Days
November 24, 2002 to November 22, 2003	-	4 Days
November 23, 2003 to November 20, 2004	-	4 Days
November 21, 2004 to November 19 2005	-	4 Days

1. Part-time employees shall receive sick leave pay based on the average hours worked per week, divided by five (5), or a minimum of four (4) hours pay per day, whichever is greater. (Average hours worked per week is based on the most current vacation calculation for that particular employee.)

2. Part-time employees, except apprentice clerks, who attain one (1) year of continuous service during one of the above periods, shall be entitled to sick leave during the remainder of the period on the basis of one (1) day for each three (3) months of continuous service.

3. Regular part-time employees who have unused sick leave at the end of each of the above periods shall be paid one-hundred (100%) percent of the unused sick leave (as outlined in Paragraph D.).

4. The Employer agrees to pay a bonus of two (2) additional days pay (as outlined in Paragraph D.1.) to all part-time employees who have perfect attendance pertaining to sick leave during the periods specified in Paragraph D..

E. Temporary disability benefits for any employee will be coordinated with sick leave.

F. Eligible employees, who are absent from work due to a reported illness, shall receive only a sick day for that reported illness.

1. Employees who are unable to work for reported reasons other than sickness, will, at the discretion of the Employer, be paid either earned personal holidays or receive an unexcused absence subject to the Employer's absence policy.

G. Unused sick leave pay shall be paid to all eligible employees within thirty (30) days after completion of the sick leave year.

SECTION 16 - MILITARY SERVICE

Employees returning from the military service shall be put back on the regular job they had when leaving for military service, or its equivalent, subject to the provisions of the Universal Military Training and Service Act. Because "on-the-job" experience and application are the predominating factors in upgrading within a rate range, military service itself shall not qualify any employee for automatic promotion within such a rate range, but same shall be based on payroll service only.

SECTION 17 - JURY DUTY

A. All employees actually serving on jury duty shall receive the difference between their straight time weekly basic pay and the amount received while on jury duty. No employee shall be required to serve on jury duty and then work for a cumulative total of more than eight (8) hours in any one day.

1. When the jury is not in session, employees will be expected to work their regular schedule.

SECTION 18 - FUNERAL LEAVE

A. In the case of a death in the immediate family (namely the death of a parent, brother, sister or parent-in-law) of any employee, requiring the employee's absence from their regularly scheduled assignments, the employee shall be granted a paid leave of absence up to three (3) days to attend the funeral.

B. In the event of the death of a spouse or child of any employee, requiring the employee's absence from their regularly scheduled assignments, the employee shall be granted a paid leave of absence up to five (5) days to attend the funeral.

C. In the event of the death of a grandparent or grandchild of any employee, requiring the employee's absence from his/her regularly scheduled assignments, the employee shall be granted a paid leave of absence up to one (1) day to attend the funeral.

D. When any employee's normal time off falls within the above one (1), three (3), or five (5) day period, they shall be reimbursed for that portion of the time normally scheduled for work, but under no circumstances shall the application of this clause result in a change in the employees' basic weekly salary.

E. Employees who request it, may be granted one (1) additional week's leave without pay.

SECTION 19 - SHOP STEWARDS

A. The Union shall appoint all Shop Stewards, and the Union will use its best efforts to secure as Shop Stewards, high caliber employees who shall be required to conform to the standards and qualifications set by the Union. Stewards of the Union shall be full-time employees, except in the case of an Assistant Shop Steward, who shall be a part-time employee. Full-time Shop Stewards shall be the last to be laid off.

B. Full-time Shop Stewards, appointed by the Local Union, shall be granted a paid leave of five (5) personal days per year to attend the Local 1245 Shop Steward Seminars or educational classes. The Union agrees that this shall be limited to five (5) one (1) day seminars or classes per year (except as noted in Paragraph D. below), which may be held Monday through Saturday and will be limited to one (1) full-time Steward per store.

C. Part-time Shop Stewards, appointed by the Local Union, shall be granted a paid leave of two (2) days per year (up to sixteen [16] total hours) to attend a Local 1245 Shop Steward Seminar or educational class. The Union agrees that this shall be limited to two (2) one (1) day seminars or classes per year (except as noted in Paragraph D. below), which may be held Monday through Saturday, and will be limited to one (1) part-time Steward per store.

D. In any year that this leave, set forth in Paragraphs B and C, is not used it may be carried over to the following years of the Agreement, but in no event shall the total leave available exceed the total number of paid leave days that would have been available during the term of the Agreement.

E. Shop Stewards shall not be transferred without written approval of both an Officer of the Union and an Employer Representative.

SECTION 20 - PENSION FUND CONTRIBUTIONS/ELIGIBILITY/BENEFITS

A. The Employer agrees to make contributions to the Local 1245 Labor-Management Pension Fund in the amounts as set forth in the "Memorandum of Agreement", dated December 13, 2001, attached hereto and made a part hereof.

B. Full-time employees hired before November 23, 1997, begin accumulating pension credit the first (1st) of the month following completion of thirty (30) days of continuous employment.

**SECTION 20 – PENSION FUND CONTRIBUTIONS/ELIGIBILITY/BENEFITS -
(CONTINUED)**

1. **Full-time employees hired after November 22, 1997**, begin accumulating pension credit the first (1st) of the month following completion of six (6) months of continuous employment.

C. **Part-time employees hired before November 23, 1997**, begin accumulating pension credits the first (1st) of the month following completion of six (6) months of continuous employment.

1. **Part-time employees hired after November 22, 1997**, begin accumulating pension credit the first (1st) of the month following completion of one (1) year of continuous employment.

D. The benefit level for all past and future full time service through December 31, 2003, is thirty-five (\$35.00) dollars per month, per year of credited service. The part-time benefit level for all part-time past and future service through December 31, 2003, is seventeen dollars and fifty (\$17.50) cents per month, per year of credited service

E, Effective January 1, 2004, the benefit level for all past and future full-time service is forty (\$40.00) dollars per month, per year of credited service. The part-time benefit level for all past and future part-time service is twenty (\$20.00) dollars per month, per year of credited service.

F. In the event a part-time employee is promoted to a full-time employee, they shall receive (1) month of full service credit for each two (2) months of part-time service credit earned.

G. Booklets detailing benefits and eligibility requirements will be sent by the Fund at the time members are eligible for benefits. Apprentice Clerks are not included in the Pension Plan.

SECTION 21 - STABILIZATION CLAUSE

If any of the provisions of this Agreement may not be placed into effect because of applicable Federal Laws or State Laws, such provisions shall become effective only at such subsequent time and in such amounts as shall be permitted thereafter by Federal Law or State Law, during the term of this Agreement.

SECTION 22 - TRAVEL EXPENSE

- A. Any employee temporarily or permanently transferred more than fifteen (15) miles beyond the mileage from their home to their home store, shall receive twenty-five (\$.25) cents per mile for each such additional mile traveled. Toll expenses will be reimbursed after appropriate receipts are turned into the company. The home store is defined as the store in which the employee was permanently assigned as of December 7, 1978, or if hired after December 7, 1978, then the home store will be defined as the store in which the employee was hired or promoted into.
- B. This does not apply in the case of store closings, demotions, promotions or in lieu of a layoff.

SECTION 23 - AUTOMATION

In the event the Employer contemplates the introduction of major technological changes effecting bargaining unit work, advance notice of such changes will be given to the Union. If requested to do so, the Employer will meet with the Union prior to such introduction and discuss the condition by which such introduction will be made.

SECTION 24 - SCHOLARSHIP PROGRAM

- A. All employees who meet the eligibility requirements to apply for Scholarships will either be sent a preliminary scholarship form by the Union or preliminary applications will be available in the store through their Shop Steward. When the scholarship form is completed, it should be sent to the Local 1245 Scholarship Fund Office.
- B. The company agrees to contribute the sum of seven thousand five hundred (\$7,500.00) dollars to the Local 1245 Scholarship Fund in January of each year of the contract.
- C. If any employee or their dependents should become recipients of a scholarship award from the Local 1245 Scholarship Fund, they will receive the day off, with pay, to attend the awards ceremony.

SECTION 25 - MANAGEMENT RIGHTS

Except as specifically limited by explicit provision of this Agreement, the Employer shall have the exclusive right to manage the operations, direct the working forces and maintain efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the right to hire, select and determine the number, staffing and assignment of its employees; to train employees; to discipline and discharge for just cause; to lay off, suspend and promote; to promulgate and enforce reasonable rules and regulations, upon notice to the Union; to recognize, discontinue or enlarge any department or division; to transfer employees within departments or to other departments; to schedule the hours of work; to determine the duties of the work force and judge competency; to establish, modify or consolidate jobs; to determine all policies and procedures related to the operation of the stores and the sale of goods; and to carry out the ordinary and customary functions of management, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein. The above rights are illustrative, are not all inclusive and are not intended to limit the Employer's rights.

SECTION 26 - SUCCESSORS AND ASSIGNS

This Agreement and the conditions and covenants contained herein shall be binding upon the parties hereto and their successors and assigns, and none of the provisions, terms, conditions, covenants or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or be affected, modified, altered or changed in any respect whatsoever by a change of any kind in the legal status, ownership or affiliation of either party hereto.

The Employer agrees to give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof.

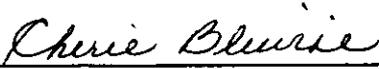
SECTION 27 - DURATION OF AGREEMENT

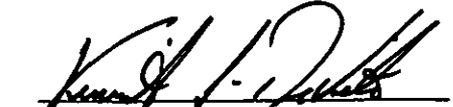
This Agreement shall be effective from and after **November 25, 2001** and shall remain in force through **November 19, 2005** and from year to year thereafter, with the right of either party to give written notice not less than sixty (60) days prior to **November 19, 2005** or the 19th day of **November** of any subsequent year thereafter of its desire either to change or to terminate this Agreement. In the event either party serves such notice, it is agreed that the Employer and the Union shall immediately begin negotiations on the proposed changes and that pending the result of such re-negotiation, neither party shall change the conditions existing at the time under the contract.

Signed this 6TH day of FEBRUARY 2004.

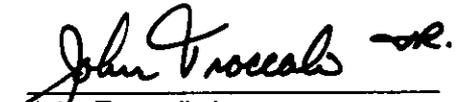
FOR THE EMPLOYER
KINGS SUPER MARKETS, INC.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1245
A.F.L. - C.I.O


Cherie Bliwise
Senior Vice President Human Resources

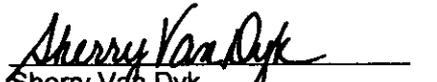

Vincent J. DeVito
President


Fred Brohm
Senior Vice President Retail Operations


John Troccoli, Jr.
Secretary-Treasurer



Michael DeVito
Recorder


Sherry Van Dyk
Director-Negotiated Benefits Dept.

**LETTER OF UNDERSTANDING
BETWEEN
KINGS SUPER MARKETS, INC.
AND
UNITED FOOD AND COMMERCIAL WORKERS
UNION LOCAL 1245**

1. In stores where a Bakery Manager has not been designated and a "Bakery Lead Person" is designated, the Bakery Lead Person will have full responsibility for the day-to-day operation of the bakery area and will continue to report to the Deli Manager.

a. Where the Company assigns a Bakery or Floral Manager to the Bakery Department, the Bakery Manager will report to the Store Manager or the Assistant Store Manager.

2. The Employer shall have the right to choose and assign classified positions to individuals based on availability, ability, and seniority.

3. All premiums paid to classified employees are in addition to present salary or rate.

4. The Employer may employ up to a total of three (3) Store Manager Trainees and/or Assistant Store Manager Trainees per store; provided, these trainees do not replace Union members within the store. Manager Trainees shall not be members of the bargaining unit.

a. A Manager Trainee may only occupy a Department Manager's position for a maximum of six (6) months. Department Managers will not suffer any reduction in wages as a result of a Manager Trainee working in their department.

b. Where the training of a Manager Trainee creates a continued real hardship upon a displaced Department Manager, the Union and Employer will meet immediately to resolve the hardship situation.

c. It must be mutually agreed to in writing by the Union and the Company, before Store Manager Trainees can exceed three (3) per store.

5. The Union has agreed that the company may implement a four (4) ten (10) hour day work week on a limited basis, provided this type of scheduling is done with volunteers only. (Limited Basis is defined as up to three (3) employees in each of five (5) stores, on a temporary basis, not to exceed four (4) months.) If this scheduling proves successful for employees and employer, then further details must be discussed and agreed on between the Union and Employer before implementing this type of work week on a permanent basis.

a. No overtime will be paid for any hours in excess of eight (8) hours to those full-time employees who agree to work a four (4) ten (10) hour day work week. (Straight time will be paid for each ten (10) hour shift in the four (4) day work week.)

b. Further details must be discussed and agreed on before implementing this type of work week on a permanent, non-limited basis.

6. The Employer may utilize former employees who are now college students, to work during the Thanksgiving break, Christmas break and Easter break. These employees will not be eligible for any contractual benefits, unless they work continuously beyond the appropriate probationary period.

7. The Employer and the Union will confer before the Company determines length of time to implement any change in apparel to be purchased by employees, but in no event will the Company mandate less than a six (6) month phasing in period. Employer will welcome input from employees prior to changing present Dress Code.

8. An intern is usually a student or recent graduate on a school program, sponsoring organization program or company assignment, working on rotation in stores and home office. This position may lead into a management program at Kings. There will be a maximum of ten (10) interns at any one (1) time employed at Kings. An intern position cannot replace other union members within a store.

9. Effective January 1, 2004, all unused vacation time shall be recorded on each employee's pay stub.

10. The Employer agrees that the Union may post a Union Information Card on the employee bulletin board in each of the Employer's stores. The Union will provide the company with a copy for approval prior to posting.

11. Any employee, not normally scheduled to work a holiday, who volunteers to work on the holiday and fails to report to work, but has worked all other scheduled hours for that holiday week, shall receive holiday pay, provided he/she notifies the employer one day before that holiday, that he/she cannot work the holiday.

SCHEDULE "A"

FOR THE PERIOD NOVEMBER 25, 2001 - NOVEMBER 19, 2005 THE FOLLOWING DEPARTMENT HEAD CLASSIFICATIONS & WAGE RATES WILL BE EFFECTIVE:

A.

	Hourly 1st 40 Hours
GROCERY/DAIRY MANAGER	\$17.375
GROCERY MANAGER	17.25
PRODUCE MANAGER	17.25
CUSTOMER SERVICE MANAGER	17.25
BAKERY MANAGER	16.75
DAIRY MANAGER	16.50
FLORAL MANAGER	16.25

1. Department Managers shall receive across-the-board increases as outlined in Section 6, Paragraph A.

B. The following wage rates will apply to all **full-time employees hired or promoted after November 22, 1997 but prior to November 25 2001.**

	<u>Per Hour</u>
30 days to 6 months	\$6.25
6 months to 12 months	6.75
12 months to 18 months	7.25
18 months to 24 months	7.75
24 months to 30 months	8.50
30 months to 36 months	9.125
Over 36 months	12.50

1. Should any full-time employee referred to in Paragraph B achieve the top rate in the above wage scale prior to the expiration of this Contract, they will receive the next scheduled across-the-board increase as outlined in Section 6, Paragraph A.

C. The following wage rates will apply to all full-time employees hired or promoted on or after November 25, 2001:

	<u>11/25/01</u>
60 days - 6 mos.	\$7.50
6 - 12 mos.	\$8.00
12 - 18 mos.	\$8.50
18 - 24 mos.	\$9.00
24 - 30 mos.	\$9.50
30 - 36 mos.	\$10.00
Over 36 mos.	\$11.00

Upon achieving top rate of the progression scale above, the employee shall receive the next scheduled across-the-board increase.

D. The following wage rates will apply to all regular part-time employees hired or promoted after November 22, 1997 but prior to November 25, 2001.

	<u>Per Hour</u>
After 6 months	\$5.25
After 12 months	5.35
After 18 months	5.50
After 24 months	5.75
After 30 months	6.00
After 36 months	6.50
After 42 months	7.00
After 48 months	8.25

1. Should any part-time employee referred to in Paragraph D achieve the top rate of eight dollars and twenty-five (\$8.25) cents prior to the expiration of this Contract, they will receive the next scheduled across-the-board increase as outlined in Section 6, Paragraph A.

E. Part-time employees hired on or after November 25, 2001, at the minimum hourly rate of five dollars and fifteen (\$5.15) cents or above shall receive a twenty-five (\$0.25) cent increase after sixty (60) days. Thereafter, they shall receive a twenty (\$0.20) cent increase each six (6) months following their hire date for the term of the Agreement.

1. Should any part-time employee referred to in Paragraph E achieve a seven (\$7.00) dollar per hour rate of pay, they will receive the next scheduled across-the-board increase as outlined in Section 6, Paragraph A.

F. The following wage rates will apply to all apprentice clerks.

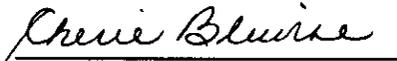
	<u>Per Hour</u>
Minimum Start Rate	\$5.15
After 60 days	5.25
After 6 months	5.35
After 12 months	5.45
After 18 months	5.55

1. Should any apprentice clerk referred to in Paragraph F achieve the top rate in the above wage scale prior to the expiration of this Contract, they will receive the next scheduled across-the-board increase as outlined in Section 6, Paragraph A.

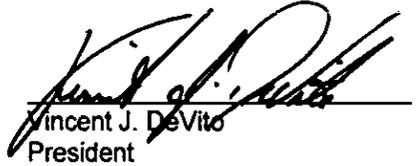
SIGNED THIS 6th DAY OF FEBRUARY 2004

FOR THE EMPLOYER
KINGS SUPER MARKETS, INC.

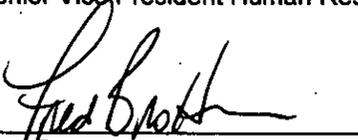
FOR THE UNION
**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1245
A.F.L. - C.I.O**



Cherie Blwise
Senior Vice President Human Resources



Vincent J. DeVito
President



Fred Brohm
Senior Vice President Retail Operations



John Troccoli, Jr.
Secretary-Treasurer



Michael DeVito
Recorder

etc



Sherry Van Dyk
Director-Negotiated Benefits Dept.

MEMORANDUM OF AGREEMENT
Between
KINGS SUPER MARKET, INC.
and
UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 1245

This Memorandum of Agreement dated December 13, 2001, confirms the understanding reached between the parties regarding Section 14 - Health Fund Contributions/Benefits/Eligibility and shall be construed as part of the Agreement between the parties which is written for the period November 25, 2001 to and including November 19, 2005.

1. FULL TIME EMPLOYEES

a. For the period December 1, 2001 through February 28, 2002, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below, once the employee has completed the required continuous length of service.

<u>Length of Service</u>	<u>Contribution</u>
Completion of 6 Months	\$110.00 Per Month
Completion of 24 Months	\$165.50 Per Month
Completion of 36 Months	\$304.00 Per Month

b. For the period March 1, 2002 through November 30, 2002, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below, once the employee has completed the required continuous length of service.

<u>Length of Service</u>	<u>Contribution</u>
Completion of 6 Months	\$132.00 Per Month
Completion of 24 Months	\$199.00 Per Month
Completion of 36 Months	\$365.00 Per Month

c. For the period December 1, 2002 through November 30, 2003, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below once the employee has completed the required continuous length of service.

<u>Length of Service</u>	<u>Contribution</u>
Completion of 6 Months	\$165.00 Per Month
Completion of 24 Months	\$248.00 Per Month
Completion of 36 Months	\$456.00 Per Month

d. For the period December 1, 2003 through November 30, 2004, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below once the employee has completed the required continuous length of service.

<u>Length of Service</u>	<u>Contribution</u>
Completion of 6 Months	\$198.00 Per Month
Completion of 24 Months	\$298.00 Per Month
Completion of 36 Months	\$547.00 Per Month

e. For the period December 1, 2004 through November 30, 2005, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below once the employee has completed the required continuous length of service.

<u>Length of Service</u>	<u>Contribution</u>
Completion of 6 Months	\$218.00 Per Month
Completion of 24 Months	\$328.00 Per Month
Completion of 36 Months	\$602.00 Per Month

f. For all full time employees, except apprentice clerks, contributions are required by the Employer and benefits will be provided by the Health Fund on the first of the month following the completion of the continuous length of service requirements in Paragraph a through e.

g. In the case of newly hired full time employees who are currently participating as full time members in the Local 1245 Health Fund, contributions shall commence as of the first of the month following employment.

2. PART TIME EMPLOYEES

a. For the period December 1, 2001 through February 28, 2002, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below, once the employee has completed the required continuous length of service.

<u>Length of Service</u>	<u>Contribution</u>
Completion of 12 Months	\$39.50 Per Month
Completion of 18 Months	\$49.50 Per Month
Completion of 24 Months	\$80.00 Per Month

b. For the period March 1, 2002 through November 30, 2002, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below, once the employee has completed the required continuous length of service.

<u>Length of Service</u>	<u>Contribution</u>
Completion of 12 Months	\$47.00 Per Month
Completion of 18 Months	\$59.00 Per Month
Completion of 24 Months	\$96.00 Per Month

c. For the period December 1, 2002 through November 30, 2003, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below, once the employee has completed the required continuous length of service.

<u>Length of Service</u>	<u>Contribution</u>
Completion of 12 Months	\$59.00 Per Month
Completion of 18 Months	\$74.00 Per Month
Completion of 24 Months	\$120.00 Per Month

d. For the period December 1, 2003 through November 30, 2004, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below, once the employee has completed the required continuous length of service.

<u>Length of Service</u>	<u>Contribution</u>
Completion of 12 Months	\$71.00 Per Month
Completion of 18 Months	\$89.00 Per Month
Completion of 24 Months	\$144.00 Per Month

e. For the period December 1, 2004 through November 30, 2005, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below, once the employee has completed the required continuous length of service.

<u>Length of Service</u>	<u>Contribution</u>
Completion of 12 Months	\$78.00 Per Month
Completion of 18 Months	\$98.00 Per Month
Completion of 24 Months	\$158.00 Per Month

f. For part time employees, except apprentice clerks, contributions are required by the Employer and benefits will be provided by the Health Fund on the first of the month following the completion of the continuous length of service requirements in Paragraph a through e.

g. Continuous service accumulated as a part time clerk shall be applied toward eligibility for full time health benefits upon promotion on the basis of one month of full time credit for two months of part time service.

3. **APPRENTICE CLERKS**

a. For the period December 1, 2001 through February 28, 2002, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below, once the employee has completed the required continuous length of service.

<u>Length of Service</u>	<u>Contribution</u>
Completion of 12 Months	\$39.50 Per Month

b. For the period March 1, 2002 through November 30, 2002, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below, once the employee has completed the required continuous length of service.

<u>Length of Service</u>	<u>Contribution</u>
Completion of 12 Months	\$47.00 Per Month

c. For the period December 1, 2002 through November 30, 2003, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below, once the employee has completed the required continuous length of service.

<u>Length of Service</u>	<u>Contribution</u>
Completion of 12 Months	\$59.00 Per Month

d. For the period December 1, 2003 through November 30, 2004, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below, once the employee has completed the required continuous length of service.

<u>Length of Service</u>	<u>Contribution</u>
Completion of 12 Months	\$71.00 Per Month

e. For the period December 1, 2004 through November 30, 2005, the Employer agrees to contribute monthly to the Local 1245 Health Fund the amount outlined below, once the employee has completed the required continuous length of service.

Length of Service

Contribution

Completion of 12 Months

\$78.00 Per Month

f. For apprentice clerks, contributions are required by the Employer and benefits will be provided by the Health Fund on the first of the month following the completion of the continuous length of service requirements in Paragraph a through e.

g. Continuous service accumulated as an apprentice clerk shall be applied toward eligibility for health benefits upon promotion to part time clerk.

4. Payment of the contribution amounts set forth in Paragraphs 1, 2, and 3 above, shall be the Employer's sole responsibility regarding the Local 1245 Health Fund and the "Health Fund Contributions / Benefits / Eligibility" provisions under the Collective Bargaining Agreement, for the term of the Agreement.

5. It is agreed that all matters not specifically set forth in this Memorandum of Agreement shall be determined by the provisions of the Trust Agreement governing the Local 1245 Health Fund.

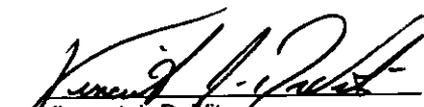
Signed this 6th Day of FEBRUARY 2004.

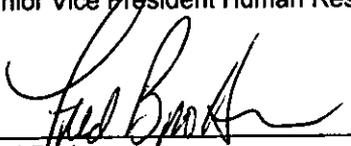
FOR THE EMPLOYER
KINGS SUPER MARKETS, INC.

FOR THE UNION
**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1245
A.F.L. - C.I.O**



Cherie Bliwise
Senior Vice President Human Resources


Vincent J. DeVito
President



Fred Brohm
Senior Vice President Retail Operations


John Troccoli, Jr.
Secretary-Treasurer

MEMORANDUM OF AGREEMENT
Between
KINGS SUPER MARKET, INC.
and
UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 1245

This Memorandum of Agreement dated December 13, 2001, confirms the understanding reached between the parties regarding Section 20 - Pension Fund Contributions/Eligibility/Benefits and shall be construed as part of the Agreement between the parties which is written for the period November 25, 2001 to and including November 19, 2005.

1. FULL TIME EMPLOYEES

a. For the period December 1, 2001 through December 31, 2003, the Employer agrees to contribute to the Local 1245 Labor/Management Pension Fund the sum of one hundred twelve dollars and fifty cents (\$112.50) per month for each regular full time employee, except apprentice clerks, who is active during the first week of the month and who has completed six (6) months of continuous active employment on or before the first of the month. Commencing January 1, 2004, the monthly contribution shall be increased to one hundred twenty-nine dollars and eighty (\$129.80) cents for the balance of the term of the Agreement.

2. PART TIME EMPLOYEES

a. For the period December 1, 2001 through December 31, 2003, the Employer agrees to contribute to the Local 1245 Labor Management Pension Fund the sum of twenty-two dollars and fifty cents (\$22.50) per month for each regular part time employee, except apprentice clerks, who is active during the first week of the month and who has completed twelve (12) months of continuous part time active employment on or before the first of the month. Commencing January 1, 2004, the monthly contribution shall be fifty-nine dollars and sixty (\$59.60) cents for the balance of the term of the Agreement.

3. The provisions of this Pension Memorandum of Agreement does not apply to apprentice clerks.

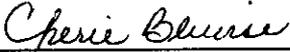
4. During the term of the Agreement, the monthly contribution rate as set forth in paragraphs 1 and 2 above, paid by Kings, per employee, shall not exceed the contribution rate per employee, paid by any other Employer, who is a participant of the Pension Fund.

5. It is agreed that all matters not specifically set forth in this Memorandum of Agreement shall be determined by the provisions of the Trust Agreement governing the Local 1245 Labor-Management Pension Fund.

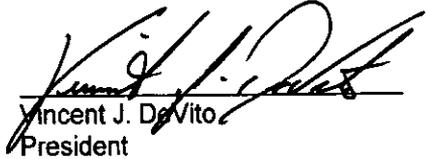
Signed this 6TH Day of FEBRUARY 2004.

FOR THE EMPLOYER
KINGS SUPER MARKETS, INC.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1245
A.F.L. - C.I.O



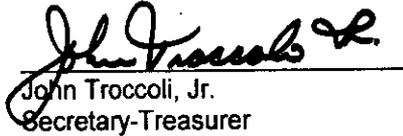
Cherie Bliwise
Senior Vice President Human Resources



Vincent J. DeVito
President



Fred Brohm
Senior Vice President Retail Operations



John Troccoli, Jr.
Secretary-Treasurer

LOCAL 1245 MEMBERS!

**THIS CONTRACT IS ONLY AS STRONG AS YOU MAKE IT.
DON'T LET IT BE VIOLATED BY ANYONE:
TO DO SO COULD RESULT IN THE LOSS OF WAGES OR
BENEFITS THAT TOOK THOUSANDS OF
UNION MEMBERS MANY YEARS TO ACHIEVE!**

UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1245, AFL-CIO

VINCENT J. DEVITO
PRESIDENT

JOHN TROCCOLI, JR.
SECRETARY-TREASURER

**LOCAL UNION
OFFICE**

973-256-8480

**HEALTH FUND
OFFICE**

973-299-6700

**PENSION FUND
OFFICE**

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