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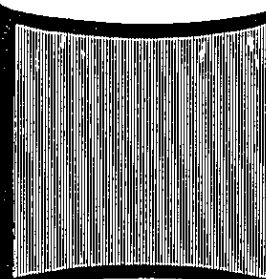
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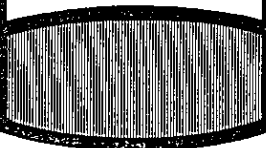
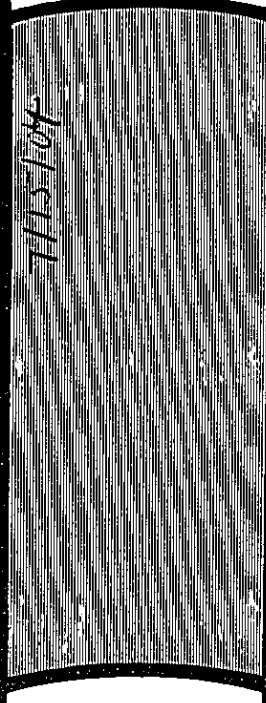
**IMPORTANT**

Be sure to notify the Union office, if you change your address, name, dependents or beneficiary.

If, for any reason, you leave the jurisdiction of Local 56, contact the Union office immediately.



UNITED FOOD  
&  
COMMERCIAL WORKERS  
UNION, LOCAL 56



**AGREEMENT**



SUPER FRESH FOOD MARKETS, INC.

4088

Term: November 2, 2003 through November 1, 2008

K#6774

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EDP #2329

AGREEMENT  
BETWEEN  
SUPER FRESH FOOD MARKETS, INC.  
AND  
UNITED FOOD & COMMERCIAL WORKERS UNION  
LOCAL 56

7/15/04

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EFFECTIVE: NOVEMBER 2, 2003  
EXPIRATION NOVEMBER 1, 2008

## AGREEMENT

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This Agreement made and entered into as of November 2, 2003, by and between SUPER FRESH FOOD MARKETS, INC. (hereinafter referred to as "Employer"), and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 56 (hereinafter referred to as "Union"), affiliated with the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO. It is intended and agreed that SUPER FRESH FOOD MARKETS, INC. and THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC. (A&P) are different and separate operating retail units and shall be so considered for the purposes of this Agreement.

**ARTICLE 1**  
**PURPOSE AND SCOPE OF AGREEMENT**

- 1.1 It is hereby agreed by and between the Parties hereto that this Agreement shall apply to all associates employed by the Employer in its stores within the jurisdiction of UFCW Local 56, and shall promote and improve economic relations between the Employer and its associates covered hereby and shall set forth the basic agreement covering the rates of pay, hours of work and conditions of employment to be observed between the Parties hereto.
- 1.2 In the event it is agreed to accept any additional store locations into the multi-location bargaining unit encompassed by this contract, any such store location shall be added and shall be treated for purposes of the mutual rights and obligations as if it were an original hereto.

**ARTICLE 2**  
**RECOGNITION**

- 2.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all associates employed at each store within the jurisdiction of UFCW Local 56, excluding managers, security guards and supervisors as defined in the National Labor Relations Act as amended.

**ARTICLE 3**  
**JURISDICTION**

- 3.1 All work and services connected with or incidental to the handling or selling of merchandise offered for sale to the public shall be performed only by associates within the unit referred to above, for which the Union is recognized as the collective bargaining agency by the Employer, excluding Super Market Service Corp., beverage and bread vendors, except in the Meat and Deli/Bakery Departments.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

- 4.1 All rights and powers not expressly restricted or limited by the terms and conditions of this Agreement shall remain and be exercised at the sole discretion of the Employer.

**ARTICLE 5**  
**UNION SHOP – PAYROLL DEDUCTIONS**

- 5.1 Associates employed to work primarily in jobs traditionally represented by Meat Cutters, plus Bakery Service Clerks, will be members of UFCW Local 56. Associates employed to work primarily in jobs traditionally represented by Retail Clerks, except Bakery Service Clerks, will be members of the appropriate local.
- 5.2 It shall be a condition of employment that all associates of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31<sup>st</sup>) calendar day following the effective date of this Agreement, or date of execution, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all associates covered by this Agreement and hired on or after its effective date, or date of execution, whichever is later, shall on the thirty-first (31<sup>st</sup>) calendar day following the beginning of such employment, become and remain members in good standing in the Union. (All to be enforced and applied in accordance with the provisions of Section 8(A)3 of the National Labor Relations Act as amended).
- 5.3 Employer agrees to discharge any associates for nonpayment of dues and/or initiation fees, upon seven (7) days' written notice from the Union to do so.
- The Employer agrees to make the Union dues authorization card part of the hiring packet.
- 5.4
- a. The Employer shall check-off union initiation, fees, regular Union dues and delinquent dues (after notification from the Union) upon presentation to it of a lawful check-off authorization executed by the associate. [The Union shall certify to the Employer the amount of regular Union dues deducted pursuant to the check-off authorization.] Said deduction shall be on a weekly basis and remitted to the appropriate Union on a monthly basis.
  - b. The Employer agrees, upon written authorization presented to the Employer, to deduct from each pay the uniform amount designated as a combined deduction and forward same to the Union in a timely fashion.
  - c. Such deductions shall be remitted to the Union by check within ten (10) days of deduction, except if dues are deducted on a weekly basis, then remittance will be on a monthly basis to the Union. A list of all associates for whom deductions have been made, indicating the amount deducted for each, shall accompany the check.
- 5.5 The Employer agrees to deduct authorized Credit Union payments from the wages of associates upon receipt of proper written authorization from an associate. All such deductions and remittances to the Credit Union shall be consistent with the payroll procedures of the Employer.
- 5.6 Union agrees to indemnify and save 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 all deductions made pursuant to the provisions of this Agreement.
- 5.7 Upon receipt of a proper written authorization from an associate, the Employer agrees to deduct such contributions from the wages of said associate and to remit said deduction to the Union Political Action Committee. It is understood that any such authorization for payroll deductions shall be voluntary on the part of the associate and may be canceled in accordance with the requirements of law and the terms of the authorization.

**ARTICLE 6**  
**UNION ACTIVITIES**

- 6.1 It is agreed by and between the Parties hereto that the Union shall have the opportunity to investigate and resolve problems, to discuss problems with the Employer in an effort to reach a resolution, and to communicate with its members during the term of this Agreement.

**ARTICLE 7**  
**NON-DISCRIMINATION & LEGISLATION**

- 7.1 There will be no discrimination by the Union or the Employer because of race, religion, sex, creed, color, national origin, or age as provided by law, nor by the Employer against any associate because of Union membership or activities.
- 7.2 Whenever a word is used in the masculine gender, it is intended to and does include both men and women equally.
- 7.3 The Employer shall take whatever steps it deems necessary to comply with the Americans With Disabilities Act; and, the administration of the Family Leave Act shall be consistent with company policy in this matter.

**ARTICLE 8**  
**SENIORITY**

- 8.1 Seniority lists and seniority rights shall be established for all associates based upon continuous service from the last employment date with the employer on a Company wide basis, within the bargaining unit. All new associates shall be on probation for a trial period of ninety (90) days, after which they shall be placed on the seniority roster and their seniority shall be calculated from their date of hire, within the bargaining unit. Copies of said seniority list shall be submitted to the Union each six (6) months.
- 8.2 Associates may displace other associates in other stores only as provided in Appendix "A".
- 8.3 Associates who are laid off and are subsequently recalled to work within one (1) year by the Employer shall retain their seniority.
- 8.4
- a. Any associate who has been employed for six (6) continuous months and is absent on account of physical inability to perform the duties of such associate's job classification, shall retain seniority rights. Such rights shall continue for a period of up to eighteen (18) months from the date of the beginning of such absence.
  - b. Associates employed less than six (6) months shall be entitled to retain their seniority rights for up to the number of full months of employment.
- 8.5 Associates absent due to work-related accidents shall retain full seniority upon a duly authorized release from Worker's Compensation, a personal and Company physician.
- 8.6 When two or more associates are hired on the same date in the same classification or group, a lottery shall be held to determine proper seniority status with the Employer. For the purposes of layoff only, former A&P employees shall have their seniority determined by their former A&P seniority date.

- 8.7 Associates returning from military service shall have their wages and classification determined by the then existing law provided they apply for work within the required period in the Veteran's Reemployment Rights Act requirements. Said job restoration shall be consistent with the then current Veteran's Reemployment Rights Act.
- 8.8 For promotion and layoff purposes, seniority is defined in Appendix "A".
- 8.9 The principal that the last person laid off within a classification shall be the first to return to work will prevail. Associates reduced in classification, or from full-time to part-time, shall have first opportunity to return to their old classification or full-time status.
- 8.10 The Employer agrees to notify a full-time associate on a layoff prior to assigning a part-time associate to a full-time job or hiring a new associate full-time. If the associate accepts the job, he must be capable of performing it and shall be paid the rate specified for the job.
- 8.11 On recall from layoff, the associates must return to work within three (3) days after notification by the Employer, directed to the associate's last known address, by Certified Mail, Return Receipt Requested. Failure to return within this time will result in the associate's loss of seniority.
- 8.12 Where an associate has been absent from work due to illness or accident for one (1) week or more, associate shall be required to give the Employer not less than forty-eight (48) hours' notice (excluding Sunday) of his intention to return to work. Such associate shall have the right to displace a junior associate either full-time or part-time, regardless of the posted schedule, without notice.
- 8.13 The Employer will notify the Union monthly of all new hires, promotions, demotions and layoffs occurring among the members of the Union during the previous weeks.
- 8.14 Associates hired for the summer season on or after May 1 of any year, shall not accumulate seniority unless they continue as associates beyond Labor Day, in which event their seniority shall revert back to their date of hire.

**ARTICLE 9  
ASSOCIATES INCENTIVE FUND**

- 9.1 The Employer shall contribute to an Associate Incentive Fund which shall be established in accordance with the specifications set forth on the Addendum hereto.
- 9.2 The establishment and maintenance of the Associate Incentive Fund shall be conditional upon the approval of the Internal Revenue Service or a court of competent jurisdiction, if applicable, that the Plan and any accompanying trust are exempt from taxation under the Internal Revenue Code, and the Employer's obligation to contribute shall be conditional upon the deductibility of such contributions for income tax purpose.
- 9.3 In the event that for any reason the Fund cannot receive the continuing approval of the IRS with respect to the deductibility as an item of business expense of the Employer contribution, for the period of which such contribution as required under this Agreement shall be paid directly to the association in cash, as an associate benefit, by a formula to be mutually determined by the Employer and the Union.

**ARTICLE 10  
LEAVE OF ABSENCE WITHOUT PAY**

- 10.1 Any member of the Union who is elected or appointed as a delegate or representative of the Union in any activity necessitating temporary absence from his or her employment, shall be granted such leave of absence without pay upon adequate advance notice thereof to the Employer in writing.
- 10.2 Any member of the Union who is elected to a full-time position with the Union necessitating lengthy absences from his employment, shall be granted a leave of absence not exceeding his term of office without loss of seniority and at the end of such service in the business of the Union, he shall be reemployed at his former wage rate, plus any increase or less any reduction that may have become effective during his absence, providing such person is physically qualified.
- 10.3 Such Union leave of absence may be renewed and extended for additional periods of office terms by mutual written consent and approval of both the Union and the Employer, subject to the conditions set forth in Paragraph (2) above.
- 10.4 An associate who has taken a full-time job with the Employer outside of the bargaining unit shall be granted leave of absence and upon return to the bargaining unit be credited with all seniority that he had when he left the bargaining unit.
- 10.5 Any associate may be given a leave of absence no to exceed one (1) year for any reason acceptable to the Employer. This decision shall not be withheld arbitrarily or capriciously.

**ARTICLE 11  
JURY DUTY**

- 11.1 All associates actually summoned and serving on juries will be granted time off, when needed, for actual jury duty and will receive the difference between their straight-time basic weekly pay and the amount received while of jury duty, except such jury duty fee which they receive while serving on their normally scheduled day off. They will be expected to work when the jury is not in session, but under no circumstances shall the application of this clause result in a change in the associate's basic weekly pay or his normal weekly schedule. When a Night Crew associate is called to serve on jury duty, he shall be excused from his daily or nightly schedule without loss of earnings.

**ARTICLE 12  
BEREAVEMENT LEAVE**

- 12.1 In the case of a death of a parent of an associate requiring the absence of the associate, the Employer shall grant a leave of four (4) consecutive days to the said associate at regular pay; neither Sunday nor the scheduled day off is to be counted as one of the days. Where there is an extended period of time between the death and the funeral, the four-day (4) leave period need not be consecutive. In the case of a spouse or child, the leave shall be five (5) days.
- 12.2 Immediate family, other than described in 12.1 above, of the associate is defined as including brother, sister, mother-in-law, father-in-law or grandparents and shall entitle the associate to three (3) days under the same condition as 12.1.
- 12.3 In no event shall the pay received under this section result in any change in the associate's weekly pay.

**ARTICLE 13**  
**GRIEVANCE AND ARBITRATION**

- 13.1 a. The Parties to this Agreement have agreed that its intent is to provide a basic framework within which to operate a new concept, designed to contribute to its success.
- b. In keeping with this intent, a Grievance Procedure provides the method to resolve the disputes arising during the terms of this Collective Bargaining Agreement including the application or interpretation thereof. The individuals involved in this procedure are charged with the responsibility of solving disputes in a way that will contribute to the successful operation of the business and protect the rights and best interests of the associates.
- c. All grievances shall be presented within ten (10) working days from the date of their occurrence. Pay related grievances for retroactive pay must be filed within one hundred and twenty (120) days of the occurrence. Grievances not presented within the time limitations specified, shall be null and void.
- 13.2 The associates of each store will select one associate to be the Committee Person and/or Steward.
- 13.3 a. Individual disputes arising under this Article should be discussed with the Committee person, and /or Steward, who will then present the dispute to the Store Director. It is the responsibility of the Steward, Committee person and the Store Director to solve the problems jointly and to explain the solution to the associate involved.
- b. If the required information or expertise is not available to the Committee person, Steward, or Store Director, or they cannot agree on a solution, the dispute will be turned over to the Employer Representative and Union Representative.
- c. In addition, the Committee person, Steward and the Store Director will be required to meet once a week during the working hours to discuss and resolve store problems.
- 13.4 a. The Employer Representative and Union Representative are also charged with the responsibility of solving problems, as stated above.
- The Union and the Employer further agree that grievances will be scheduled to be heard within five working days from the time presented to Super Fresh management.
- b. Meetings will be as required.
- c. The Employer Representative and Union Representative are responsible for conveying solutions to the appropriate store.

- 13.5 In the event a dispute arises under the terms and conditions of this Agreement that cannot be resolved in any of the above steps, either Party may resort to arbitration under the following terms and conditions:
1. The intent to arbitrate must be given to the other Party in writing and will be processed under the Voluntary Arbitration Rules of the American Arbitration Association.
  2. The decision of the arbitrator shall be final and binding upon the Parties.
  3. The Parties agree that the expenses of arbitration shall be borne equally between them.
  4. The arbitrator shall not have the power to delete from, add to, or modify the provisions of this Agreement.

**ARTICLE 14**  
**RIGHT OF DISCHARGE AND APPEAL**

- 14.1 The Employer shall have the right to discharge any associate for good and sufficient cause. Any full-time associate working for a competitor while on vacation or time off shall be considered terminated. The Employer will notify the Union of such discharge within one (1) week from date of discharge.
- 14.2 In the event that such matter is grieved within two (2) weeks of date of discharge, it shall be handled according to the grievance procedure and arbitration procedure set forth in paragraph 14.6.

**ARTICLE 15**  
**WAGES**

- 15.1 The wages effective during the term of this Agreement are set forth in Appendix "B", annexed hereto and made a part of this Agreement.
- 15.2 The Meat Department shall have a Chief Journeyman in charge. In the event the Chief Journeyman, Seafood Manager or Chief Deli/Bakery is absent for any reason for more than two (2) days during any week, his or her job shall be filled by a competent replacement who shall be paid in accordance with the schedules base pay for the job. No one shall suffer a reduction in pay because of filling such a job.
- 15.3 A part-time associate who becomes a full-time associate shall be given credit for his/her former part-time service on the basis that two (2) months of part-time work will be equivalent to one (1) month full-time employment for calculating rates of pay on automatic progression jobs.

**ARTICLE 16**  
**HOURS AND OVERTIME**

- 16.1 The straight-time work week for all associates will be Monday through Saturday, except as otherwise provided.
- 16.2 The basic straight time work week for full-time associates shall consist of forty (40) hours, to be worked in five (5), eight (8) hour days. Upon mutual agreement, associates may work three (3) eight (8) hour days and one (1) six (6) hour day and one (1) ten (10) hour day or four (4) ten (10) hour days.
- 16.3 Part-time associates can work up to forty (40) hours a week at straight time. A part-time employee who works a minimum of one hundred and forty (140) hours per month for six (6) consecutive months shall be eligible for all full-time benefits, provided all other requirements have been fulfilled.
- 16.4 Time and one-half (1 ½) shall be paid to all part-time associates for hours in excess of Forty (40) hours per week.
- 16.5 Any associate regularly assigned to Night Crew starting after 10 p.m. or before 5 a.m shall receive a Night Crew premium of:
1. Ten percent (10%) of base.
  2. Eleven percent (11%) of base for associates with over three (3) years of continuous Night Crew service.
  3. Twelve percent (12%) for associates with over six (6) years of continuous Night Crew service.
- 16.6 Part-time associates may work any combination of day hours, evening hours and/or night hours in the same work week provided they are not split shifts.
- 16.7 There shall be no pyramiding of overtime or premium pay. Hours worked at premium pay on Sunday and holidays shall not be included in the computation of weekly overtime.
- 16.8 All meal periods shall be not less than thirty (30) minutes or more than one (1) hour. When required on a regular basis and upon the request of the associate, the meal period will be one (1) hour.

- 16.9 Associates working more than six (6) hours in a work day shall receive two (2) daily rest periods of fifteen (15) minutes each, without loss of pay, one rest period to be in the first half of the work day, the second rest period to be in the second half of the work day as near as possible to the middle of the shift. Associates working six (6) hours or less in a work day shall receive one (1) fifteen (15) minute rest period during the day, as near as possible to the middle of the shift. However, full-time associates shall receive two (2) fifteen (15) minute rest periods.
- 16.10 There shall be no split shifts worked by any associate.
- 16.11 Part-time associates shall receive a guarantee of four (4) hours' work for each work day he or she shall be scheduled to work, provided associate is regularly and continuously available for such work.
- 16.12 A daily working schedule for each associate shall be prepared in ink and posted in a conspicuous place on or before noon on Friday, except that the schedule for the Night crew and those scheduled off on Saturday shall be posted on Friday of the week preceding the week for which the schedule is effective.
- 16.13 Eligible part-time Deli/Bakery Clerks and Seafood Service Clerks shall be scheduled a minimum of sixteen (16) hours per week. Eligible part-time Journeymen and Weighers and Wrappers shall be scheduled a minimum of twenty (20) hours of work per week. These minimums do not apply to probationary associates, students, part-time associates holding another job, or associates who are not available.

**ARTICLE 17**  
**SUNDAY WORK**

- 17.1 Associates on the Employer's payroll as of December 4, 1994, will be paid one and one-half (1 ½) times their straight-time hourly rate.
- 17.2 Associates hired after December 4, 1994, will be paid as follows:
- |                                      |                             |
|--------------------------------------|-----------------------------|
| 1 <sup>st</sup> year of employment - | \$1.00 over their base rate |
| 2 <sup>nd</sup> year of employment - | \$2.00 over their base rate |
| 3 <sup>rd</sup> year of employment - | \$3.00 over their base rate |
| 4 <sup>th</sup> year of employment - | \$4.00 over their base rate |
- 17.3 Sunday work, as scheduled, will be rotated among the associates who are qualified to perform the work. It is understood that this rotation also applies to Sunday shifts.
- 17.4 All associates scheduled for Sunday work will be scheduled for a minimum of four (4) hours.
- 17.5 All full-time and part-time employees hired on or after November 2, 2003 shall receive straight time wages for all Sunday work.

**ARTICLE 18  
HOLIDAYS**

- 18.1 Associates required to work on a listed legal holiday shall be paid one and one half (1 ½) times their normal rate of pay for all hours worked on said holiday. Holiday work, as scheduled, will be rotated among the associates who are qualified to perform the work.
- 18.2 Upon the completion of six (6) months' service with the Employer, regular full-time associates shall be paid eight (8) hours and regular part-time associates four (4) hours at the straight-time hourly rate for the listed legal holidays, provided the associate works on his/her scheduled work day before and his/her scheduled work day after such holiday.
- 18.3 An associate who is absent from work on either the scheduled day before or the scheduled day after a holiday because of verified illness or accident, shall be paid for the holiday which occurs during the period of his/her illness or accident. The above limit shall be one (1) day, except the one (1) day holiday limit shall not apply if the holiday(s) are Christmas and New Year's.
- 18.4 During the life of this Agreement, the following holidays or the days observed as such shall be celebrated:
- |                |                  |
|----------------|------------------|
| New Year's Day | Labor Day        |
| Memorial Day   | Thanksgiving Day |
| Fourth of July | Christmas Day    |
- 18.5 All work performed by associates in a holiday week on days other than the holiday and/or Sunday and which is in excess of thirty-two (32) hours shall be paid for at time and one-half (1 ½). All time and one half (1 ½) shall be computed as one and one-half (1 ½) times the associate's straight time hourly rate. During holiday weeks, part-time associates may be scheduled to work (5) days within the limitation of part-time hours. Employees may work up to forty (40) hours at the straight-time hourly rate during a holiday week provided it is mutually agreed upon between the Employer and the employee.
- 18.6 A. All personal holidays are to be paid in accordance with paragraph 18.2, within a calendar year. All regular full time and part time associates, hired prior to December 20, 1998, shall be entitled to personal holidays, on the following basis:
- |  |   |        |
|--|---|--------|
| Completion of one (1) year of continuous employment    | - | 1 day  |
| Completion of two (2) years of continuous employment   | - | 2 days |
| Completion of three (3) years of continuous employment | - | 3 days |
- Effective January 1, 1999, one additional personal holiday shall be earned after five (5) years service.
- B. Associates hired on or after December 20, 1998 shall become eligible for personal holidays as follows:
- |   |
|---|
| One (1) personal holiday after one (1) year of service      |
| Two (2) personal holidays after three (3) years of service  |
| Three (3) personal holidays after five (5) years of service |
- 18.7 The Employer agrees that it will close its stores no later than 6:00 pm on Christmas Eve and New Year's Eve, provided however, that there is no major competitor open beyond that time.

**ARTICLE 19  
VACATIONS**

- 19.1 All full-time associates shall be granted vacation with full-pay in accordance with the following schedule:
- |       |           |  |
|-------|-----------|--|
| One   | (1) week  | vacation - One (1) year of service           |
| Two   | (2) weeks | vacation - Three (3) years of service        |
| Three | (3) weeks | vacation - Eight (8) years of service        |
| Four  | (4) weeks | vacation - Fourteen (14) years of service    |
| Five  | (5) weeks | vacation - Twenty-five (25) years of service |
- For computation of vacation only - service with A&P and Super Fresh shall be credited.
- All associates hired on or after December 20, 1998 shall receive vacation as follows:
- |                            |   |                             |
|----------------------------|---|-----------------------------|
| One (1) year of service    | - | One (1) week of vacation    |
| Three (3) years of service | - | Two (2) weeks of vacation   |
| Eight (8) years of service | - | Three (3) weeks of vacation |
- Effective 1/1/99, associates shall receive full credit for all part time years for the purpose of computation of vacation.
- 19.2 Part-time associates shall be granted vacation with pay, prorated on the average weekly hours for the year, under the same terms and conditions as above set forth for full-time associates.
- 19.3 All vacations must be taken within the calendar year and may not be accumulated from year to year.
- 19.4 Vacations may be selected by associates on the basis of length of service with the Employer, subject to the requirements of business.
- 19.5 Any associate who works twenty-six (26) weeks or more in his anniversary year and who loses time because of accident or illness shall be entitled to his full vacation.
- 19.6 In the event the services of an associate are terminated, voluntarily or involuntarily, except for discharge due to dishonesty, there shall be paid to such associate wages covering the completed period of vacation, to which he is entitled, upon the termination of service.
- 19.7 A. Eligible associates with less than one (1) year's service, who are laid off, shall retain their time worked as credit to qualify for vacation, providing they retain their seniority as stated in Article 8 for associates who are laid off and subsequently return to work.
- B. Eligible associates having completed one (1) year of service and being laid off shall receive as vacation allowance:
- The amount of vacation to which they are entitled by reason of their completion of the required years of service; and,
  - One-twelfth (1/12<sup>th</sup>) of this sum for each full month of additional service based on their anniversary date of employment.



- 19.8 If one of the specified holidays agreed upon in Article 18, Section 18.4 shall fall within the period of the full-time associate's vacation, said full-time associate shall be granted an additional day's vacation, or in lieu thereof, the equivalent of one (1) full day's pay of eight (8) hours based upon the full-time associate's regular straight-time hourly rate. This provision shall apply even though the holiday falls on a day of work week which would ordinarily be the day off for the full-time associate.

The foregoing language shall pertain to part-time associates for the equivalent of four (4) hours pay at straight time.

- 19.9 Associate on-the-job service interrupted by induction into the U.S. Armed Forces will be considered as continuous in determining the length of continuous on-the-job service required for eligibility for various types of vacation grants.
- 19.10- From January 1 to March 31 of each year, employees shall select their dates for vacation for the year. Selection will be awarded by seniority within Department and/or District. After March 31, employees may select vacant weeks by seniority but may not bump less senior employees who have exercised their vacation selection during the bid period. Vacations requested after the bid period will be honored on a first come/first served basis. The District Manager or Representative will provide feedback to the employee by no later than April 15, should there be a problem with the time period the employee requested.

The weeks of Thanksgiving, Christmas and New Year's will be blocked from vacation selection, except with the express permission of Management.

#### **ARTICLE 20 MISCELLANEOUS WORKING CONDITIONS**

- 20.1 All protective aprons required by the Employer to be worn in the stores and market shall be furnished by the Employer. One (1) apron per day and three (3) coats per week will be furnished each employee in the Meat Department.
- 20.2 When management supplies drip-dry uniforms, said uniforms will be laundered by the Employee.
- 20.3 a. Consistent with the original intent of Super Fresh regarding the importance of training and education and recognizing some of the deficiencies in certain areas, it is the express desire of both sides to begin and continue further discussion covering all aspects of training and education to mutually benefit the associates and the Company.
- b. It is agreed that the Employer shall utilize no less than three (3) Apprentice Meat Cutters within sixty (60) days, and to meet within ninety (90) days to determine the future needs for Apprentice Meat Cutters and training thereof.
- 20.4 Time clocks will be provided in all of the Employer's stores.
- a. The Employer and the Union agree that a proven violation of established time clock rules, including working before punching in or after punching out, may subject such an associate to disciplinary action up to and including discharge.
- b. Furthermore, all time during which an associate is suffered or permitted to work, or is required to be on duty, or on the Employer's premises, or at a given work place, shall be considered hours worked and recorded on the time card.

- 20.5 If a physical examination or health permit is required by the Employer or Local Government, the cost of the examination or permit shall be borne by the Employer.
- 20.6 No associate shall be required to take a polygraph test (lie detector) or any other similar examination.
- 20.7 Associates who sustain an occupational injury requiring treatment by a doctor shall suffer no loss in pay for the day the injury occurs.
- 20.8 Counseling records shall be valid for a period of eighteen (18) months.

#### **ARTICLE 21 PROBATIONARY AND TRIAL PERIOD**

- 21.1 a. The first ninety (90) days of employment of a new associate should be considered a probationary period.
- b. During the probationary period the Employer may discharge any associate for any reason whatsoever without the Union having any recourse to the grievance and arbitration procedure. Except for wages and hours which are applicable during the probationary period, no other benefits set forth in this Agreement shall become effective before the ninety-first (91<sup>st</sup>) day of employment, except as otherwise provided herein.

#### **ARTICLE 22 UNION STEWARDS, COMMITTEE PERSONS, ENFORCEMENT OF STANDARDS, UNION STORE CARDS**

- 22.1 The Union will use its best efforts to secure as Committee persons and/or Stewards a high caliber of associate, who shall be required to conform to the standards and qualifications required by the Union and the Employer. Committee persons and/or Stewards shall be the last to be laid off within their full-time or part-time classification, if reasonably able to perform the work.
- 22.2 The Union shall furnish the Employer with the name of the Committee person and/or Steward, which list shall be supplemented from time to time as necessary.
- 22.3 The Union shall do everything within its power to enforce the rules and regulations of the Employer and through advice, instruction and example to maintain the highest standard of work.
- 22.4 The Union shall furnish to the Employer at least one (1) official Union emblem for each of the Employer's stores covered by this Agreement, to be displayed in the customer area of the premises. Such official emblems shall remain the property of and shall be surrendered to the Union on demand.
- 22.5 The Committee persons and/or Stewards, or other individual associates covered hereby, shall not be considered agents of the Union for the purpose of calling strikes or slowdowns.

- 22.6 Full-time Committee persons and/or Stewards shall be entitled to thirty-two (32) hours of leave and part-time Committee persons and/or Stewards to sixteen (16) hours of leave in each calendar year with pay for training and education. The Union must notify the Employer at least two (2) weeks in advance thereof. The associate must, upon returning from the leave, present the Store Director with written evidence from the Union that he has used the leave for the purpose for which the leave was intended.
- 22.7 In addition to the other benefits for Committee persons and/or Stewards; e.g. thirty-two (32) hours' yearly paid training for full-time and sixteen (16) hours for part-time, they shall have super seniority for layoffs, vacation schedules and shifts, provided in the latter instance it shall be applied only where mutually agreeable to the Employer, based upon the qualifications and availability of such Committee person and/or Steward.
- 22.8 The Shop Steward shall be the last in the classification to be transferred from their store.

**ARTICLE 23**  
**HIRING**

- 23.1 In all hiring, the Employer will staff its stores within the limits of the service and financial considerations required to maintain as profitable business as was mutually agreed upon in the Agreement of Principal.
- 23.2 To this end, the Employer and Union have agreed to establish a committee to evaluate the Employer's requirements and to recommend personnel to the Employer as outlined in the committee's operating procedures.
- 23.3 The Company agrees to post all full time job openings company wide to provide associates an opportunity to apply for such openings. The Union and the Company agree to reestablish the hiring committee for the purpose of resolving questions regarding full time job openings and selection based on factors including fitness, qualification, availability and seniority. All other factors being equal, seniority should prevail.
- 23.4 All associates hired after ratification of this Agreement shall be given credit for previous similar supermarket retail food store experience acquired within four (4) years of the time in which application for employment is made, provided that this experience is declared at the time of application for employment. However, the basic rate of pay as determined by the application of this clause shall not exceed the maximum rate of pay which was paid in acquiring the previous experience.

**23.5 ORIENTATION LEAVE**

On or about the ninetieth (90<sup>th</sup>) day of employment, any new associate shall receive leave with pay of two (2) hours at straight-time for the purpose of receiving a combined Company and Union orientation.

The mechanics of "Where" and "How" shall be resolved between the Parties.

**ARTICLE 24**  
**HEALTH PLAN**

The employer agrees to participate in and make contributions on behalf of eligible associates to the appropriate Health Plan described in Appendix "C".

**ARTICLE 25**  
**PENSION PLAN**

The Employer agrees to participate in and make contributions on behalf of eligible associates to the appropriate Pension Plans as described in Appendix "D".

**ARTICLE 26**  
**STORE CLOSINGS**

- 26.1 This Agreement shall be binding upon the successors and assigns of the Parties hereto. In the event of a bonafide sale, transfer, franchising or joint venture agreement of the store covered by this Agreement during the terms hereto, the Employer shall give advance notice to the new owner or such transferee of the obligation of this Agreement and shall as a condition of sale, transfer, franchising or joint venture agreement, require the new owner to become a Party hereto. The Employer shall be responsible for any and all monetary benefits that associates have accumulated under this Agreement to the date of sale, transfer, franchising or joint venture agreement. Seniority of associates shall not be broken by such sale, transfer, franchise or joint venture agreement.
- 26.2 Employer agrees to give the Union twenty (20) days' notice in the event that they intend to close any location covered hereunder.
- 26.3 Store Closings
- In the event of a store closing the Company agrees to compile a list of the associates affected by the store closing.
- The Union and the Company hiring committee will review the list in an attempt to place the affected associates.
- In the case of associates with less than two (2) years service, the associate will receive preference in hiring at existing stores.
- In the case of associates with two (2) or more years of service, such associates may exercise his/her seniority rights as provided in Appendix "A".

**ARTICLE 27**  
**NO STRIKES, NO LOCKOUTS**

- 27.1 The Parties agree that there shall be no authorized strikes, stoppages of work, slowdowns, lockouts or any other interference of whatsoever nature during the life of this Agreement.
- 27.2 Nothing herein contained, however, shall compel any associate to walk through a picket line set up by the Meat Cutters Retail Joint Council of Philadelphia and vicinity, U.F.C.W., Philadelphia Teamsters Local 500, 169, 463; Bakery, Confectionery and Tobacco International Union Local 6 and the United Food and Commercial Workers Local 27, 1776, 1358, and 1380, provided said strike has received prior written approval of the International Unions affiliated with the Local Unions indicated above, and is a member of the Philadelphia Food Council.
- 27.3 In the event of a threat of, preparation for, or the actuality of an unauthorized work stoppage, walkout or strike, the Union and all of its officials will take every reasonable action to prevent and to stop such proceedings by any of its members.

**ARTICLE 28  
SEPARABILITY**

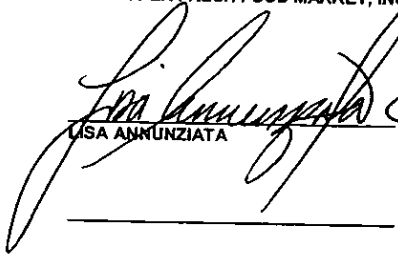
28.1 Should any Article, part or paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction in the premises to be unlawful, invalid, ineffective, or unenforceable, said Article, part or paragraph shall not affect the validity and enforceability of any other Article, part or paragraph hereof, and the remainder of the Agreement shall continue in full force and effect.

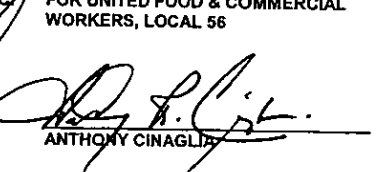
**ARTICLE 29  
DURATION OF AGREEMENT**


This Agreement shall be effective from November 2, 2003 and shall continue in full force and effect through November 1, 2008 and shall continue from year to year thereafter unless or until either party serves notice, in writing, at least sixty (60) days prior to the expiration of the original or any subsequent period of a desire to change, modify, or terminate this Agreement. In the event either Party serves notice with respect to changes in or modification or termination of the Agreement, it is agreed that the Parties shall begin negotiations promptly. Pending the outcome of such negotiations, this Agreement shall continue in full force and effect beyond the expiration date, subject, however to the right of either Party to terminate the entire Agreement upon at least seven (7) days prior written notice to the other Party. In the event the Parties agree to modify any of the wage rates contained herein, such modification should be retroactive to the expiration date of the Agreement or any term thereof.

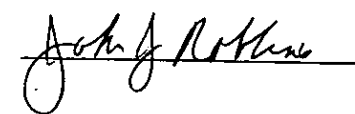
FOR SUPER FRESH FOOD MARKET, INC.

FOR UNITED FOOD & COMMERCIAL  
WORKERS, LOCAL 56

  
\_\_\_\_\_  
LISA ANNUNZIATA

  
\_\_\_\_\_  
ANTHONY CINAGLIA

  
\_\_\_\_\_

  
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**APPENDIX "A"  
MEAT GROUP PROMOTIONS AND LAYOFFS**

**LAYOFFS**

A. In the case of layoff, due to lack of work, the Employer shall recognize seniority within each job classification listed hereafter:

<u>GROUP II</u>	<u>GROUP II</u>	<u>GROUP I</u>
Chief Journeyman Journeyman	Chief Deli Seafood Manager Bakery Chief Apprentice Journeyman	Weigher/Wrapper Seafood Clerks All others

B. The least senior full-time associate in the specific classification will be the first to be laid off. Such associate may elect to reduction to part-time status within the specific classification, or another classification, providing there is a less senior associate working.

C. The least senior part-time associate in the specific classification will be first to be laid off. Such associate may elect to continue work in another part-time classification, if qualified to perform the work and that there is less senior associate working.

D. In the event that a Chief Journeyman, Chief Deli/Bakery, Seafood Department Head, or Lead Baker should be laid off or request voluntary demotion, such associate may replace a full-time or part-time associate in another classification, providing he is qualified to perform the work and that there is a less senior associate working.

E. A Journeyman, if laid off, may elect to replace an Apprentice, Deli/Bakery Service Clerk, Weigher/Wrapper, or Seafood Clerk, if a less senior associate is working.

F. The Employer shall give one (1) week's notice to both the Union and the effected full-time associate of an intended layoff. In the case of a part-time associate, the Employer shall give one (1) day's notice to the associate only.

G. In the case of layoffs caused by strikes, acts of God, power failure or other reasons beyond the control of the Employer, advance notice of layoff need not be given.

H. Associates replacing another associate in a lesser rated job will be paid the rate of the associate displaced.

I. Layoff - Associates with Two (2) or More Years of Service

In the event of layoffs or reductions in classifications and/or store closings, full time and part time associates with two (2) or more years of service may exercise his/her seniority to replace the least senior associate in the same classification within his/her area. If unable to displace the least senior associate in the same classification, within the geographic area, he/she may displace the least senior associate in the bargaining unit in his/her classification, provided the associate is capable of performing the job available.

1. All transfers provided for herein shall be within the employee's job classification.

2. In effecting permanent transfers between stores, the Employer shall consider seniority in conjunction with ability and practicability, other criteria, the availability of transportation and the travel required. The Employer will, where possible, arrange transfers within geographic locality.

3. If the transfers cannot be effected with the employee's geographic locality, then the transfer will be made to the specified adjoining locality in which event the least senior employee will be transferred.
4. When it is any other than the least senior employee to be transferred out of the geographic locality, the Hiring committee will discuss the problem.

**PROMOTIONS**

- A. In promotions within a specific classification or between classifications, the Employer shall consider seniority in conjunction with qualifications, skill, ability, and practicability. Where all of the above, except seniority, are relatively equal, seniority shall govern.
- B. There will be a ninety (90) day trial period for all employees promoted to Chief Journeyman, Chief Deli/Bakery, Lead Baker, Seafood Department Head, Apprentice and higher classifications. Should the associate be disqualified, either voluntarily or involuntarily, they shall return to their former store, classification and status.

**APPENDIX "B"  
GROUP CLASSIFICATIONS AND WAGES**

- A. The following across-the-board increases shall apply to all employees who have reached the top of scale and are on the payroll as of November 1, 2003.

**Across the Board Hourly Wage Increases**

	<u>11/1/03</u>	<u>11/1/04</u>	<u>11/1/05</u>	<u>11/1/06</u>	<u>11/1/07</u>
Managers	\$ .60	\$ .60	\$ .60	\$ .60	\$ .60
Full/Part-time Employees	\$ .50	\$ .50	\$ .50	\$ .50	\$ .50

- B. Experienced Rate

When a person is hired at an "experienced" rate they shall, at the time of their next progression, continue in their progression schedule at the appropriate time. Any store which increases its hiring rate, all associates making less than the new hire rate shall be moved to the new rate and retain their progression date.

- C.

<u>Classification</u>	<u>EFFECTIVE 11/1/03</u>	<u>EFFECTIVE 11/01/04</u>	<u>EFFECTIVE 11/01/05</u>	<u>EFFECTIVE 11/01/06</u>	<u>EFFECTIVE 11/01/07</u>
Chief Journeyman	21.25	21.85	22.45	23.05	23.65
Journeyman	19.90	20.40	20.90	21.40	21.90
Apprentice					
1 <sup>st</sup> 6 months 65%	13.11	13.61	14.11	14.61	15.11
2 <sup>nd</sup> 6 months 70%	14.08	14.58	15.08	15.58	16.08
3 <sup>rd</sup> 6 months 80%	16.02	16.52	17.02	17.52	18.02
4 <sup>th</sup> 6 months 85%	16.99	17.49	17.99	18.49	18.99
Chief Deli	18.90	19.50	20.10	20.70	21.30
Bakery Chief	18.90	19.50	20.10	20.70	21.30
Lead Baker	15.15	15.65	16.15	16.65	17.15
(Where designated and combo Dept.-hired after 12/4/94)					
Seafood Dept. Head	18.70	19.30	19.90	20.50	21.10

APPENDIX "B"- GROUP CLASSIFICATIONS AND WAGES (Continued)

Self-Service Seafood Head	14.45	15.05	15.65	16.25	16.85
Certified Chefs	14.10	14.60	15.10	15.60	16.10

D. CLASSIFICATION	EFFECTIVE 11/1/03	EFFECTIVE 11/01/04	EFFECTIVE 11/01/05	EFFECTIVE 11/01/06	EFFECTIVE 11/01/07
Former A&P Weighers/Wrappers	16.30	16.80	17.30	17.80	18.30
Former A&P Clerks	15.50	16.00	16.50	17.00	17.50
Weighers/Wrappers and all Clerks hired before 10/22/88	14.10	14.60	15.10	15.60	16.10
Weighers/Wrappers and all Clerks hired before 07/21/85	15.10	15.60	16.10	16.60	17.10

Weighers/Wrappers, through progression prior to 12/20/88, Deli/Bakery/Service Clerks hired prior to 10/27/91, Seafood Service Clerks hired prior to 12/04/94.

Deli/Bakery/Service Clerks hired before 12/4/94.	13.75	14.25	14.75	15.25	15.75
Weighers/Wrappers FT/PT	12.55	13.05	13.55	14.05	14.55

E. All Full Time Deli/Bakery/Service/Seafood Clerks and Weighers/Wrappers who have not reached top of scale as of 11/01/03 or who are hired on or after 11/01/03.

	EFFECTIVE 11/1/03	EFFECTIVE 11/01/04	EFFECTIVE 11/01/05	EFFECTIVE 11/01/06	EFFECTIVE 11/01/07
Start	\$6.00	6.15	6.30	6.45	6.45
After 30 days	\$6.10	6.25	6.40	6.50	6.50
After 6 months	\$6.30	6.45	6.55	6.60	6.60
After 12 months	\$6.60	6.75	6.85	6.90	6.90
After 18 months	\$7.00	7.15	7.25	7.25	7.25
After 24 months	\$7.40	7.50	7.55	7.55	7.55
After 30 months	\$7.80	7.95	8.00	8.00	8.00
After 36 months	\$8.20	8.35	8.35	8.35	8.45
After 42 months	\$8.60	8.75	8.75	8.75	8.85
After 48 months	\$9.10	9.25	9.25	9.25	9.45
After 54 months	\$9.45	-	9.60	9.60	9.85
After 60 months	\$9.95	-	-	10.00	10.45

APPENDIX "B" - GROUP CLASSIFICATIONS AND WAGES (Continued)

F. All Part Time Deli/Bakery/Service/ Seafood Clerks and Weighers/Wrappers who have not reached top of scale as of 11/01/03 or who are hired on or after 11/01/03.

	EFFECTIVE 11/1/03	EFFECTIVE 11/01/04	EFFECTIVE 11/01/05	EFFECTIVE 11/01/06	EFFECTIVE 11/01/07
Start	\$6.00	6.05	6.10	6.15	6.15
After 6 months	\$6.15	6.20	6.25	6.30	6.30
After 12 months	\$6.30	6.35	6.40	6.45	6.45
After 18 months	\$6.45	6.55	6.60	6.60	6.60
After 24 months	\$6.60	6.65	6.70	6.70	6.70
After 36 months	\$6.75	6.80	6.85	6.90	6.90
After 42 months	\$6.90	6.95	7.00	7.05	7.05
After 48 months	\$7.05	7.10	7.15	7.20	7.20
After 54 months	\$7.20	7.25	7.25	7.30	7.35
After 60 months	\$7.35	-	-	7.60	7.65

APPRENTICE JOURNEYMEN

- Apprentice Journeymen shall at all times be full-time associates.
- The Apprenticeship Program shall be two (2) years. A Joint Employer Union Evaluation Committee shall be established to examine Apprentices graduating to Journeymen.
- Apprentice Journeymen are associates whose duty shall be to cut meat at least twenty-five percent (25%) of the time, and among other duties in servicing Meat Departments, to wait on customers.
- The number of Apprentice Journeymen in any store may be established at the discretion of the Employer, however, it shall not exceed the following store ratio:
  - One (1) Apprentice Journeyman for each Journeyman.
  - One (1) Apprentice Journeyman for the first three (3) Meat Cutters and/or Journeymen.
  - One (1) Apprentice Journeyman for an additional two (2) Meat Cutters and or Journeymen.
- An apprentice Journeyman shall be examined not later than the twenty-third (23<sup>rd</sup>) month of his Apprenticeship. If he qualifies, he will be graduated to Journeyman. If he fails, he shall remain in the Apprentice classification for an additional six (6) months. During the twenty-ninth (29) month, he shall be examined again. If he fails once more, the committee shall determine the final classification of the affected person.

**WEIGHERS AND WRAPPERS**

- A. The assignment of Weigher and Wrapper shall be restricted only by the following rules, except as they conflict with applicable law.
1. Shall not operate any mechanical butcher's device except slicing machine, Cryovac, Gryovex or similar type.
  2. Shall not use a knife except as required in preparing and completing sausage kitchen items, etc., for slicing machine except that Weigher and Wrappers shall not be restricted from performing any work in Fish, Poultry and Delicatessen Departments.
  3. Shall not be required to clean up except for their immediate area and equipment (including cases).

**Classification and Grouping:**

**GROUP III**

Chief Journeyman  
Journeyman

**GROUP II**

Chief Deli  
Seafood Manager  
Bakery Chief  
Apprentice Journeyman

**GROUP I**

Weigher/Wrapper  
Seafood Clerks  
All others

**APPENDIX "C"**  
**MEAT GROUP HEALTH AND WELFARE**

- A. The Employer agrees to continue to make a contribution in the amount of Six Hundred Seventy-five Dollars (\$675.00) per month to the UNITED FOOD AND COMMERCIAL WORKERS LOCAL 56 HEALTH AND WELFARE FUND for full-time associates active in the first week of the month as follows:
1. Commence payment for new associates the first (1<sup>st</sup>) of the month following completion of twelve (12) months of service, Plan C
  2. The provisions of the preceding paragraph will permit any employee who is otherwise eligible, and who has had ninety (90) days of hire creditable service as an employee of an Employer with comparable coverage and who is under the jurisdiction of UFCW Local 56 to be credited with his prior service in determining his eligibility for participation in the Local 56 Health and Welfare Fund. Contributions on behalf of the employee will become effective on the first of the month following the completion of combined service from the previous and present Employer which satisfies the conditions of the preceding paragraph.
  3. Benefits shall be as set forth in the appropriate Health and Welfare booklets.
  4. Payments will be made to the Health and Welfare Fund no later than the fifteenth (15<sup>th</sup>) of the month for the preceding month.
  5. The Employer hereby adopts and agrees to be bound by the terms of the Trust Agreement governing the UFCW LOCAL 56 HEALTH AND WELFARE FUND.
  6. It shall be the responsibility of the Employer to notify the Union immediately of any change of status of any member or members for whom the aforementioned payments are being made. Failure of the Employer to so notify the Union will continue the Employer's liability to make such monthly insurance payment, and the Employer will not be relieved of such liability until proper notice has been given to the Union.
  7. When an employee goes out on disability or on Workers Compensation, contributions shall continue for a period not to exceed eighteen (18) months; Associates who may have been out on disability or Workers Compensation before 11/1/91 for a specified illness shall, for that illness only, be covered as they were under the former Agreement.

If needed, Health & Welfare contributions may be increased up to the following on the dates indicated in order to maintain the current welfare program for the duration of this Agreement:

	<u>3/1/04</u>	<u>3/1/05</u>	<u>3/1/06</u>	<u>3/1/07</u>	<u>3/1/08</u>
		MOB	MOB	MOB	MOB
Full Time	\$675.00	Up to 7%	Up to 8%	Up to 8%	Up to 8%

**APPENDIX "C"**  
**MEAT GROUP HEALTH & WELFARE**  
(Continued)

B. The Employer agrees to continue to make contributions in the amount of Three Hundred Twenty-five Dollars (\$325.00) per month to the UNITED FOOD AND COMMERCIAL WORKERS LOCAL 56 HEALTH AND WELFARE FUND for part-time associates active in the month as follows:

1. As of 12/20/98, Health & Welfare benefits for new part-time hires shall be:

After one (1) year service	Vision, Prescription and Dental – contribution One Hundred Sixty Dollars (\$160.00) – Plan N
After three (3) years of service	Plan D – contribution Three Hundred Twenty-Five Dollars (\$325.00)

People who were in Plan M prior to 11/2/03 will automatically be placed in Plan D.

2. The provisions of the preceding paragraphs will permit any employee who is otherwise eligible, and who has had ninety (90) days of hire creditable service as an employee of an Employer with comparable coverage and who is under the jurisdiction of UFCW Local 56 to be credited with his prior service in determining his eligibility for participation in the Local 56 Health and Welfare Fund. Contributions on behalf of the employee will become effective on the first of the month following the completion of combined service from the previous and present Employer which satisfies the conditions of the preceding paragraph.
3. Benefits shall be as set forth in the appropriate Health and Welfare booklets.
4. Payments will be made to the Health and Welfare Fund no later than the fifteenth (15<sup>th</sup>) day of the month for the preceding month.
5. The Employer hereby adopts and agrees to be bound by the terms of the Trust Agreement governing UFCW LOCAL 56 HEALTH AND WELFARE FUND.
6. It shall be the responsibility of the Employer to notify the Union immediately of any change of status of any member or members for whom the aforementioned payments are being made. Failure of the Employer to so notify the Union will continue the Employer's liability to make such monthly insurance payment, and the Employer will not be relieved of such liability until proper notice has been given to the Union. Associates out from work on account of illness or accident are to be considered as working for Health and Welfare purposes.

When an employee goes out on disability or on Workers Compensation after 11/1/91, contributions shall continue for a period not to exceed eighteen (18) months. Associates who may have been out on disability or Workers Compensation before 11/1/91 for a specified illness shall, for that illness only, be covered as they were under the expired Agreement.

**APPENDIX "C"**  
**MEAT GROUP HEALTH & WELFARE**  
(Continued)

If needed, Health & Welfare contributions may be increased up to the following on the dates indicated in order to maintain the current welfare program for the duration of this Agreement:

	3/1/04	3/1/05	3/1/06	3/1/07	3/1/08
Part Time	\$325.00	MOB Up to 7%	MOB Up to 8%	MOB Up to 8%	MOB Up to 8%

C. Associates who retire under the terms of the RETAIL MEAT PENSION FUND and who on their retirement date have fifteen (15) or more years of service with the Employer and who have attained age fifty-eight (58), shall have their Health and Welfare coverage continued at the Employer's cost. Coverage provided under this section will terminate when the retiree becomes eligible for hospital insurance benefits or supplementary medical insurance benefits as defined in Title XVIII of Social Security Act (Medicare) as amended (but in any event, the Employer shall cease payments no later than the month in which the retiree attains his 65<sup>th</sup> birthday), or the retiree or spouse obtains any employment which provides similar coverage, or upon the death of the retiree or the retiree ceases to receive retirement benefits from the Pension Plan. In the event that any otherwise eligible dependent receives comparable Health and Welfare coverage on a non-contributory basis from any other source, no coverage will be provided under this program as to that dependent.

D. Contributions for retirees referred to in C above, shall be paid according to the following schedule:

	<u>Current</u>	3/1/05	3/1/06	3/1/07	3/1/08
Retirees Full-time	\$564.53	MOB Up to 7%	MOB Up to 8%	MOB Up to 8%	MOB Up to 8%
Retirees Part-Time	\$264.25	MOB Up to 7%	MOB Up to 8%	MOB Up to 8%	MOB Up to 8%

- E. MOB's for present benefits shall be up to 7% on dates indicated above if needed.
- F. The Company and the Union will endeavor to meet from time to time to make recommended changes to insure stability so as not to undermine the integrity of the plan.

APPENDIX "D"  
MEAT GROUP PENSION

FULL-TIME EMPLOYEES:

- A. The Employer shall contribute two hundred seventy-five dollars and three cents (\$275.03) per month to the RETAIL MEAT PENSION FUND for each active full-time associate. Such contributions shall continue during vacation periods and while the associate is receiving disability pay.
- B. Contributions shall commence immediately for former A&P employees as defined in Article 24.
- C. Contributions for other new full-time associates hired after December 4, 1994 shall commence on the first (1<sup>st</sup>) of the month following completion of eighteen (18) months of service.  
  
Contributions for full time associates hired before December 4, 1994 shall commence on the first of the month following completion of twelve (12) months of service.
- D. The Pension Fund shall provide such new or improved benefits as are established by the Trustees of said Fund, and a One Thousand Dollar (\$1,000) death benefit. The Employer agrees to pay such contributions as are from time-to-time necessary to maintain the soundness of the Plan as determined by an actuarial body.
- E. The Retail Meat Pension Fund must have the continuing approval of the Internal Revenue Service as an exempt plan.
- F. The Employer hereby adopts and agrees to be bound by the terms and conditions of the Trust Agreement governing the RETAIL MEAT PENSION FUND.
- G. The Pension improvements outlined by the Union shall be subject to the approval of the Trustees and the Receipt by the Company of current actuarial information supporting the increased costs, if any. The Company agrees to pay such increase effective the 1<sup>st</sup> of the month following notification.

PART-TIME EMPLOYEES:

- A. The Employer agrees to participate in and contribute to a Pension Plan for part-time associates established within the RETAIL MEAT PENSION FUND.
- B. Such participation and contributions will commence upon receipt of approval of the Plan from the Internal Revenue Service.
- C. The Employer shall contribute fifty-four dollars and eighty-one cents (\$54.81) per month on behalf of active part-time associates hired before 12/4/94 after twelve (12) months and hired after 12/4/94 who have completed eighteen (18) months of continuous service.
- D. Contributions to a jointly administered actuarially industry pension fund shall continue during vacation periods and for a period, not to exceed six (6) months when a part-time employee is receiving sick or disability pay.

APPENDIX "D"  
MEAT GROUP PENSION  
(Continued)

MONEY PURCHASE PENSION PLAN

- A. The Employer shall contribute twenty cents (\$.20) per hour to the Boneless Meat Dealers and Local 56 Money Purchase Plan for all straight time hours worked, not to exceed eight (8) hours per day nor forty (40) hours per week for each full time and part time employee as provided for below. Paid for time off (such as holidays, vacations, etc.) shall be included in the calculation of hours worked.
- B. Notwithstanding the foregoing, the Employer shall make no contribution for any Employee until he has been in the employ of the Employer for eighteen (18) months.

The Plan shall at all times be such that contributions thereunder by participating employers are deductible as an item of business expense of such employers for income tax purposes under the provisions of the Internal Revenue Service, United States Treasury Department with respect to the deductibility as an item of business expense of the Employer's contribution thereunder.

- C. Associates on the Employer's payroll on or before 12/4/94 shall have contributions made in their behalf on the amount of forty cents (\$.40) per hour under the same terms and conditions stated above:



APPENDIX "E"

401(K) PLAN

The Employer agrees to establish a 401(K) plan no later than 1/1/2000.

APPENDIX "F"

The following items shall be handled by Meat Department associates:

1. All recognized cuts of beef, lamb, veal and pork.
2. Fresh or smoked sausage.
3. Smoked meats – prepackaged.
4. Frozen meat and fish items requiring weighing and/or wrapping.
5. Frozen meat and fish items sold in Meat Department cases.
6. Manufactured items sold in Meat Department cases.
7. All poultry items sold in Meat Department cases.

APPENDIX "G"

It is agreed that the Parties recognize that the only appropriate bargaining unit is a multi-store location unit; and, are to be considered as a single bargaining unit, and this Collective Bargaining Agreement shall be fully applicable to these stores.

ADDENDUM  
EMPLOYEES INCENTIVE AND INVESTMENT FUND

1. Effective with the date of this Agreement there shall be created an Employee Incentive and Investment Fund ("Fund") which the employer agrees to participate in and contribute to. Disposition of Fund assets shall be solely and exclusively controlled by members of the Union who are employees of the employer. Selection of Fund trustees shall be made pursuant to a procedure developed by the employees. The employees, or their authorized agent, shall have authority to direct the investment of the assets of the plan to the maximum extent permissible under law.
2. Employer obligations for each store shall commence on the first sales day of the next sales week following the opening date of the store.
3. All employer contributions for each store for the preceding year shall be made to the Fund (which shall be comprised of the combined contributions for all stores) within sixty (60) days after each annual anniversary date of the labor contract for the preceding year.
4. The amount of Employer contribution for each store shall be one percent (1%) of the store's total sales for the contract year, subject to adjustment as follows: If the store's labor rate for the corresponding period is below nine percent (9%), the contribution rate shall be adjusted upward by one-twentieth of a percent point (.05%) for each full one-tenth of a percentage point (0.1%) reduction below nine percent (9%). If the store's labor rate for the corresponding period is above ten percent (10%), the contribution rate shall be adjusted downward by one-twentieth of a percentage point (0.05%) for each full one-tenth of a percentage point (0.1%) increase above ten percent (10%). For example, if the labor rate is 8.3%, the contribution rate is 1.35%; if the labor rate is 11.1%, the contribution rate is 0.45%. Under no circumstances shall the Fund be required to reimburse the Employer based on the store's labor rate.
5. The Plan and any accompanying trust shall be exempt from income taxation, and the Employer's contributions shall be deductible for income tax purposes. In the event that, for any reason, the Fund cannot receive the continuing approval of the IRS with respect to the deductibility as an item of business expense of the employer contribution thereunder, the amount of the Employer contribution for the period for which such contribution is required under this Agreement shall be paid directly to the employees in cash, as an employee benefit, by a formula to be mutually determined by the employer and the union.

Agreed to this 12<sup>th</sup> day of May 1982.

FOR THE EMPLOYER:

FOR THE UNION:

ss Gerald I. Good  
ss James P. Varian

ss Wendell W. Young III  
ss Leo Cinaglia

**AGREEMENT**  
between  
**THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.**  
**(A&P)**

**AND**  
**THE UNITED FOOD & COMMERCIAL WORKERS UNION**  
**LOCALS NO. 56 & 1357 ("UNION")**

WHEREAS, A&P found it necessary to close its Philadelphia and Scranton Division due to business and economic reasons, and

WHEREAS A&P closed or otherwise disposed of its stores and warehouses in these divisions, and

WHEREAS, those employees in the Union were terminated when the stores closed by the rules of seniority, and

WHEREAS, those stores transferred to other divisions could be closed due to the resulting detrimental impact of those stores closed, and

WHEREAS, the employees in these stores who are members of the Union face termination,

NOW THEREFORE, the Company and the Union agree to:

1. Through their joint efforts strive to reopen as many closed stores as possible, on a guaranteed profitable basis offering eventual reemployment to former A&P employees presently on layoffs as of December 1981.
2. Apply this understanding to the employees of all existing operating stores within the jurisdiction of the Union so as to preserve the jobs of such employees which it is agreed are seriously jeopardized by economic circumstances affecting A&P.
3. A&P will establish a new subsidiary which will have separate and independent management and which will be charged only for its own management services (not for the management services generally charged to division of A&P). However, nonmanagement overhead, such as overhead related to accounting and MIS services, will be charged to the new subsidiary.
4. The new subsidiary referred to in "3" above will, in turn, establish subsidiaries, or other separate entities, for each store to be opened, or for each operating store to be operated, all pursuant to the terms of this understanding. Each such store will be separate enterprise.
5. The Union will negotiate a master labor contract with the subsidiary referred to in "3" above, which master contract will be applied to each separate enterprise referred to in "4" above and which contract, in each case, will produce a composite labor rate, including wages and fringe, on sales of less than 10% and which contract will minimize operating restrictions.

**AGREEMENT (continued)**

6. After the new labor contract is negotiated, a determination will be made, with input from the Union, which stores would be viable to reopen under these conditions and which continuing stores, which otherwise might close, be offered inclusion in the new entity. Further, to decide on the type and format each store will take.
7. The newly subsidiary referred to in "3" above ("new entity") and the Union will establish a project coordinating committee to develop policies and procedures that will enhance the profitability of such entity and the operating enterprises. One of the functions of the committee shall be to determine fixed rate of expenses on various items associated with store operation.
8. It is agreed that the new entity will develop a management structure, which will minimize overhead and focus the control of operations at store level.
9. The new entity will develop with the Unions a recruiting and hiring system for the purpose of initially staffing the enterprises referred to in "4" above and for continued staffing thereafter.
10. Design and include an employee incentive compensation program, which will make annual contributions to an employee-controlled investment fund pursuant to a formula to be negotiated at an annual rate of or above 1% of sales.
11. Create a new mechanism providing for the purchase of the New Entity Store in the following instances:
  - A. A store owned by the New Entity is to be closed and transferred to a third party.
  - B. The A&P employees of a store located within the jurisdiction of the Union do not elect to affiliate with the New Entity; and as a result thereof, the store is to be closed and transferred to a third party.
  - C. The New Entity elects to franchise the store or to enter into a joint venture.

If an event set forth in Item 1 above occurs, then the employees of the store to be closed (the "Affected Employees") or the Employee Association ("Pace") shall have the right to purchase said store at a fair price (the "Fair Price"). The mechanism for determination of the Fair Price shall be the subject of further negotiations between the parties. The option to purchase may be exercised only within the ninety (90) day period commencing upon the date that the Fair Price shall have been determined.

If an event set forth in Item 2 above occurs, then the Affected Employees or pace shall have the right to purchase said store at the greater of the Fair Price or an amount equal to the highest bid should A&P elect to submit said store for sale to the general public on an auction basis.

AGREEMENT (continued)

If A&P elects to so submit said store for auction, (i) it will notify the Affected Employees within five (5) days after the Fair Price shall have been determined, (ii) the ninety-day option period shall be extended to 120 days and (iii) the bid return date shall be no later than the 50<sup>th</sup> day of the 120 day period. The option to purchase may be exercised only within the one hundred twenty (120) day period commencing upon the date that the Fair Price shall have been determined.

If an event set forth in Item 3 above occurs, then the employees of the store to be franchised or joint ventured (the "Participating Employees") shall have the right to become the franchisee or joint venture by agreeing to pay the franchise fee or joint venture payments and to be bound by the other terms and provisions of the proposed franchise or joint venture. The franchise fee or joint venture payment shall be fair and a mechanism for determination of same shall be the subject of further negotiations between the parties.

If any financing is the subject of the form franchise being offered by the New Entity, then same shall be offered to the Participating Employees or Pace as part of the fair franchise fee or joint venture payment.

The option to franchise or joint venture may be exercised only within the ninety (90) day period commencing upon the date that the fair franchise fee or fair joint venture payment shall have been determined.

In the event the entity decides to franchise any store, all provisions of this agreement shall remain intact and A&P and/or the entity shall take all necessary steps including, but not necessarily limited to, a successor clause in the master labor contract and a supplemental contract with the franchise to assure the continuity of all provisions of this agreement.

A&P shall assure that all options and rights set forth in this paragraph are appropriately recorded against property. If the option to purchase or franchise or joint venture are not exercised within ninety (90) day period, then at A&P's request, Pace and the Affected or Participating Employees shall promptly execute recordable documents evidencing the relinquishment and nullity of the particular options.

12. Include the provisions developed pursuant to paragraphs 8, 9, 10, 11 and 12 in the master labor contract.

13. The principles of the understanding are contingent upon and subject to the approval of the A&P Board of Directors and such approval or ratification as the Union may determine necessary.

Signed this 23<sup>rd</sup> day of April 1982.

The Great Atlantic and Pacific Tea Company, Inc.

ss JAMES WOOD  
Chairman and CEO

ss H. NELSON LEWIS, Jr.  
Vice President

U.F.C.W. Union, No 56

U.F.C.W. Union, No. 1357

ss LEO CINAGLIA  
President

ss WENDELL W. YOUNG, III  
President

November 8, 1991

LETTER OF UNDERSTANDING

This letter of understanding is pertinent to the Health & Welfare portion of the Agreement between Super Fresh Supermarkets, Inc. and United Food & Commercial Workers Union, Local 56, AFL-CIO.

If, as a result of an arbitration or decision by the Board of Trustees, the amount of the contribution is changed or the date is deferred, such changes shall be reflected in this Agreement.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_  
Martin J. Quinn

\_\_\_\_\_  
Howard Williams

**LETTER OF AGREEMENT**

Agreement between Super Fresh Food Markets, Inc., and United Food and Commercial Workers Union Local 56 regarding Sushi bars in Super Fresh stores. This Agreement shall continue in force and effect during the term of the current agreement between the parties (November 1, 1998 through November 1, 2003).

1. A dispute developed between the parties hereto relative to the staffing of Sushi bars operating within retail stores of Super Fresh.
2. The dispute resulted in Local 56 filing a grievance dated August 28, 1998 and proceeded to arbitration under the auspices of the American Arbitration Association at Case No.: 14-300-02005-97-J and scheduled for hearing on May 12, 1998.
3. The parties have reached an amicable resolution to this dispute prior to the arbitration hearing in accordance with the following agreed to terms:
  - a. In connection with the operation of Sushi Bar, it is agreed that Local 56 members/employees will be responsible for stocking the Sushi case, maintaining the Sushi case through the day, removal of Sushi product from the case, stocking the ancillary Sushi items in the case and cleaning the Sushi case. In all other respects, the Company is free to continue the current method of operation of the Sushi Bars with Sushi bar duties being performed by Sushi Chefs who are not Local 56 member/employees of the Company.
  - b. The stocking of the Sushi case will be based upon planograms established by the Sushi Chefs.
  - c. The Sushi Bar duties which are enumerated in subparagraph 3a above as duties to be performed by Local 56 members/employees, will commence thirty (30) days from the date of this Agreement.
  - d. This Agreement will be in effect for a period of seven (7) months from the date hereof, unless extended by mutual agreement of the parties.
  - e. The grievance and arbitration case (Case No.: 14-300-02005-97-J) respecting this dispute is hereby withdrawn.
  - f. This Agreement is non-precedential in nature and neither party will rely upon or offer this Agreement into evidence in any future dispute that may develop involving the parties except a dispute involving an alleged breach of the terms of this Agreement. If any dispute develops between the parties as to whether the terms of this Agreement are being violated, the dispute will be presented to Arbitrator, Stanley I. Alges for resolution.

The above listed terms represent the complete Agreement reached by the parties in resolution of this dispute and the parties represent that they understand all the terms of this Agreement and intend to be legally bound thereby.

By: \_\_\_\_\_  
John Rogers  
For Super Fresh Food Markets

By: \_\_\_\_\_  
Larry Lucente  
UFCW Local 56

**LETTER OF UNDERSTANDING**

The Company and the Union agree to the following:

1. Job postings will no longer be used as the mechanism for filling full time positions.
2. Bid cards will be used by the parties for filling full time positions. Failure to accept an offer of such work in any of the Employer's stores within the geographic area an associate works shall result in removal of the employee's request for the balance of that six (6) month period, but it shall not bar the employee from future requests.
3. A supply of bid cards will be retained at each store. The cards must be mailed to the Company and Union with a copy retained by the associate.
4. The deadline for return of the cards will be March, postmarked by March 31 and September, postmarked by September 30. Any cards postmarked after these dates will be considered invalid.
5. People Resources and Services will maintain a current listing of those associates interested in full time positions.
6. The hiring committee will fill the full time openings based on factors including fitness, qualifications, availability and seniority. All other factors being equal, seniority shall prevail.

Super Fresh Food Markets, Inc.

  
John Rogers, Vice President  
of Labor Relations

United Food and Commercial Workers  
Union, Local 56, AFL-CIO

  
Anthony R. Cimaglia, President

Date: \_\_\_\_\_

3.9.01

**NOTES**

**UNITED FOOD & COMMERCIAL  
WORKERS UNION  
LOCAL 56, AFL-CIO  
5 Executive Campus, Suite 201  
Cherry Hill, New Jersey 08002  
(856) 663-5636 (215) 568-5635  
(800) 554-9115**

**Local 56 Health & Welfare  
7730 Maple Avenue, Pennsauken, NJ 08109  
(856) 662-5757 (215) 568-5283  
(800) 555-4959**

**ALL QUESTIONS CONCERNING YOUR UNION OR YOUR UNION CONTRACT,  
WHILE YOU ARE ACTIVELY EMPLOYED, SHOULD BE DISCUSSED WITH YOUR  
STEWARD.**

**DURING PERIODS WHEN YOU ARE NOT ACTIVELY EMPLOYED, OUT SICK,  
LAID-OFF, DISCHARGED, ETC., ALL QUESTIONS ARE TO BE TAKEN DIRECTLY TO  
THE UNION OFFICE.**

**IF, FOR ANY REASON, YOU ARE UNABLE TO REPORT TO WORK AS  
SCHEDULED, IT IS YOUR RESPONSIBILITY TO NOTIFY YOUR EMPLOYER PRIOR  
TO YOUR STARTING TIME. WHEN YOU CALL, DO NOT LEAVE A MESSAGE WITH  
ANOTHER EMPLOYEE. INSIST ON SPEAKING TO A RESPONSIBLE  
REPRESENTATIVE OF MANAGEMENT.**

**DURING PERIODS OF DISABILITY, KEEP YOUR EMPLOYER INFORMED OF  
YOUR EXPECTED DATE OF RETURN.**

**IMPORTANT:**

**BE SURE TO NOTIFY THE OFFICE IF YOU CHANGE YOUR ADDRESS.**

**NAME, DEPENDENTS OR BENEFICIARY.**

**IF FOR ANY REASON YOU LEAVE THE JURISDICTION OF LOCAL 56,**

**CONTACT THE OFFICE FOR A WITHDRAWAL CARD.**

**ATLANTIC CREDIT UNION - (800) 428-4636**