

**\* AGREEMENT \***  
**BY and BETWEEN**

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# **THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INCORPORATED**



and



**UNITED FOOD and COMMERCIAL  
WORKERS INTERNATIONAL UNION**

## **LOCAL 464A**

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

**AFFILIATED WITH AFL-CIO**

31 pages

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## AGREEMENT

AGREEMENT made as of the 18th day of July, 2004, by and between THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC. (hereinafter referred to as the "Employer") and the UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 464A affiliated with the AFL-CIO (hereinafter referred to as the "Union").

### ARTICLE 1. - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all store employees, except Store Managers, Assistant Managers, and all executives and supervisory employees of stores which are located in Food Emporium, and the New Jersey Divisions of the Metro Group of the Employer.

### ARTICLE 2. - JOB CLASSIFICATION

- A. MEAT DEPARTMENT HEAD - A skilled Journeyman who is qualified to direct the operation of a fresh Meat Department, prepare orders for the products sold in that department, supervise the employees in the Fresh Meat Department and assume direct responsibility for the efficient operation of the department.
- B. JOURNEYMAN - A skilled Butcher who has either served a complete apprenticeship in his/her trade or has developed equivalent ability by practical experience and is capable of cutting and preparing meat in forms acceptable to the Retail Trade and in a manner that will yield the maximum of profitable cuts from a carcass. He/she must also be proficient in waiting on customers and have the knowledge and ability to perform the general detailed tasks in the Meat and Fish Departments.
- C. APPRENTICE - Individual employed for the purpose of learning all the details, and developing manual skill for performing, after a stated number of years' training, all the duties of Journeyman as commonly accepted in the trade.
- D. PART-TIME JOURNEYMAN - A Journeyman is considered a part-time employee covered by this Agreement if his/her regularly scheduled work week is less than forty (40) hours per week excluding overtime.
- E. CLERKS - Meat, Grocery, Produce Wrappers and Clerks.
- F. JOURNEYMAN "B" - A skilled journeyman or apprentice meat cutter capable of cutting and preparing meat in forms acceptable to the Retail Trade whose duties shall consist of handling, cutting, selling, processing, pricing, and displaying of meat, poultry, sausage or fish: frozen, chilled or smoked, and the performance of all work incidental thereto.
- G. BAGGER/CART CLERK - Bagging, carryout, replenishing checkstand items such as bags and supplies, keeping checkout area and front end, including vestibule, free of trash and debris and control supply of shopping carts and retrieve carts from lots as required, spot mopping, sweeping the floor, and other cleaning duties.

The number at any one time shall be limited as follows:

Store Volume over \$100,000	=	4
Store Volume over \$200,000	=	8
Store Volume over \$300,000	=	12
Store Volume over \$400,000	=	16
Store Volume over \$500,000	=	20

Bagger/Cart Clerks shall be advanced to regular part time, if qualified, after eighteen (18) months of continuous employment. Employees classified as bagger/cart clerks shall be identified by a colored apron other than that worn by regular store employees.

- H. **CLERK APPRENTICE** - A new classification of Clerk Apprentice shall be established for part-time employees hired after July 17, 2004, and will be restricted to individuals of less than eighteen (18) years of age. The establishment of this classification is to facilitate better training and to comply with applicable State and Federal safety requirements. All Clerk Apprentices will be classified as special part-time employees. Employees in the Meat, Deli and Seafood Departments will be excluded. Clerk Apprentices shall be scheduled a minimum of twelve (12) hours. Once the employee has attained age eighteen (18), and has met all eligibility requirements, the employee, at their option, may request all benefits and emoluments of a regular part-time Clerk.

### **ARTICLE 3. - UNION SHOP CLAUSE**

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

Any employee because of non-payment of initiation fees and dues (including such other obligations to the Union, failure to pay which would make an employee subject to discharge under the Labor-Management Relations Act, 1947), shall be subject to dismissal after notification in writing to the Employer by the Union, provided, however, that the employee may have a reasonable time within which to make such payments of initiation fees or dues, the failure of payment of which has caused the expulsion or suspension.

### **ARTICLE 4. - CHECK OFF**

The Employer agrees that it will deduct regular initiation fees, periodic Union dues, credit union deductions and any other deduction so designated, providing the Employer has the capabilities to make the deductions from the pay of each employee who, in writing in accordance with law, voluntarily authorizes the Employer to do so. Such initiation fee deductions shall be made over a period of ten (10) weeks; and such dues deductions shall be made on a weekly basis, and the total amount so deducted shall be paid over to the Secretary-Treasurer of the employee's local union.

### **ARTICLE 5. - MANAGEMENT CLAUSE**

- A. The Employer reserves the right to the operation of its business and the direction of its working forces including, but not limited to, the establishment of the opening and closing time of stores, the assignment of employees' starting and stopping hours, the right to interchange employees, except to Journeymen Butchers' job, between any store departments, the right to hire, transfer, suspend, lay off, recall, promote, demote, discharge for just cause, or assign employees to relieve employees from duty because of lack of work and to transfer employees from one store location to another subject, however, to the provisions of this Agreement.

- B. The Employer reserves the right to designate which stores shall have department heads, except that a Meat Department Head shall be assigned to each store which operates a fresh Meat Department.
- C. Present practices of employees of vendors (or replacements) with respect to handling and/or marketing merchandise in the stores shall continue and shall not be extended. The Parties shall agree upon a written list of vendors (or replacements) and such practices of their employees in the stores.

**ARTICLE 6. - HOURS**

- A. The work week for all full-time employees shall consist of five (5) eight (8) hour days during the Monday through Saturday work week as follows:
  - 1. The basic shifts for all full-time employees shall start at 8 a.m. or 9 a.m. Changes in schedules shall be on a voluntary basis. The Union will cooperate with the Company to suit the needs of the business.
  - 2.
    - a. The afternoon shift for other than Meat Department Heads and Journeymen Butchers, hired prior to August 1977, shall start at 1 p.m. or 2 p.m. However, if mutually agreed between employees and Employer, a full-time employee may be scheduled for less than a full week on the afternoon shift.
    - b. The afternoon shift referred to in 2 (a) shall apply to all Meat Department employees, provided they were employed after January 1, 1982.
  - 3. The basic shift and afternoon shift starting time may be not more than one (1) hour before or one (1) hour after the starting times shown in (1) and (2) above.
  - 4. The Night Shift shall start at 12 Midnight. Night Crews shall be scheduled to work five (5) nights during the work week. The Employer shall assign two (2) or more employees to the Night Shift.
  - 5. The Employer shall have the option of continuing the present shifts and shift practices without change.
  - 6.
    - a. Should an insufficient number of full-time employees, either from volunteers, new hires, or employees hired subsequent to August 7, 1971, be available to satisfy the scheduling requirements of the afternoon and Night Shifts, then the Employer shall have the option of implementing a system of scheduling based upon date of hire (inverse seniority).
    - b. The formula referred to in 6 (a) shall also apply to Meat Department employees using for their date January 1, 1982.
  - 7. Full-time employees shall not be subject to split shifts. Full-time employees shall not be subject to staggered shifts; that is, the scheduled shift for a full-time employee shall not be changed during his work week, nor shall his scheduled starting time be changed during his work week, except as provided in 1 above.
- B. Each employee shall be entitled to a lunch period of a maximum of thirty (30) minutes each day; and if he works beyond the normal supper hours, to a supper period, which period shall not be computed in such hours worked by each employee.
- C. Each employee shall receive a ten (10) minute rest period for each half day worked, which shall be considered as working time. Employees shall not be required to punch in or out for rest periods.

- D. Full-time and part-time employees working in excess of eight (8) hours per day shall be paid overtime on the basis of time and one-half (1-1/2) their hourly rate of pay. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not both.
- E. Full-time employees whose shift starts before 7 a.m. shall be paid a premium of One Dollar (\$1.00) per shift.
- F. Part-time employees having worked five (5) continuous hours shall receive a lunch period or supper period, which shall not be computed as time worked.
- G. Stores are presently open for business on Sunday, and those employees working on Sunday shall be paid their appropriate premiums and rates.
- H. The Schedule of Hours for full-time and part-time employees shall be posted in ink not later than Saturday morning for the following week's work and shall not be subject to change.
- I. Full-time employees working on Night Crews shall be eligible for work on Sundays on a rotation basis with all full-time store employees in those stores which are open for business on Sundays.
- J. 1. A part-time employee is anyone working less than forty (40) hours per week.
- J. 2. Career part-time employees hired prior to 12/31/94, who desire to work twenty (20) hours per week or more, shall be guaranteed twenty (20) hours work as scheduled by the Employer. Part-time employees includes Bagger/Cart Clerks/Apprentice Clerks hired on or after 12/31/94 shall be guaranteed a minimum of twelve (12) hours of work as scheduled by the Employer. Upon completion of eighteen (18) months of continuous part-time service (and upon reaching eighteen (18) years of age for Apprentice Clerks only), the employee may request a review of his guaranteed hours, and the Employer shall schedule four (4) additional hours, if the employee so desires.
- J. 3. The Employer recognizes the principle of seniority as it applies to scheduling of hours, and subject to the needs of the business, will endeavor to schedule more senior employees so as to provide a greater number of hours than junior employees, but not less than the applicable weekly minimum.
- J. 4. Any part-time employee who works more than thirty-four (34) hours (excluding Sunday hours) for ten (10) consecutive weeks, except in the case of vacation relief, shall be considered a full-time employee.
- J. 5. Part-time Bagger/Cart Clerks/Apprentice Clerks shall be scheduled a minimum of twelve (12) hours each week.
- J. 6. The minimum hours guaranteed, stated above, shall be predicated on the employee's ability to work the minimum hours scheduled.

**ARTICLE 7. - STORES OPEN FOR BUSINESS ON SUNDAY**

- A. Sunday shall not be part of the work week.
- B. All employees within the bargaining unit in a store are to rotate Sunday work.
- C. All full-time employees shall be paid time and one-half (1-1/2X) their applicable hourly rate for all hours worked on Sunday.

The Employer agrees that the Sunday guarantee for full-time employees shall be for four (4) hours.

- D. Part-time employees (other than Bagger/Cart Clerks) on the payroll on 7/26/00 shall be paid one and one-half (1-1/2) times their hourly rate for all hours worked on Sunday.
- E. 1. Part-time Prepared Food/Service Clerks other than Bagger/Cart Clerks (new to the industry) hired on or after July 27, 2000, and before July 18, 2004, working in all departments, except the Meat Department, shall receive a premium of \$1.50 per hour for each hour worked on Sundays during the first thirty (30) months of service. Thereafter, they shall receive time and one-half (1-1/2X) the straight time hourly rate for all hours worked on Sundays. Employees working in the Industry on July 15, 2000, who are employed by the Company, shall receive time and one-half (1-1/2X) for all hours worked on Sundays.
- E. 2. Part-time Prepared/Food Service Clerks/Apprentice Clerks, other than Bagger/Cart Clerks (new to the Industry) hired on or after July 18, 2004, working in all departments, except the Meat Department, shall receive a premium of \$1.00 per hour for each hour worked on Sundays during the first (1st) year of employment. Thereafter, they shall receive \$1.50 per hour for each hour worked on Sundays for the next eighteen (18) months. Thereafter, they shall receive time and one-half the straight-time hourly rate for all hours worked on Sundays. Employees working in the Industry on July 17, 2004, who are employed by the Company and receive time and one-half (1-1/2X), shall continue to receive time and one-half (1-1/2X) for all hours worked on Sundays.
- E. 3. The Employer will be notified by the Union within sixty (60) days of a hiring notice from the Employer, with status verification by the employee, that the employee is not new to the Industry. A failure to comply with this language will classify the employee as new to the Industry for Sunday premium.
- F. The ratio for part-timers shall be three (3) part-timers to every two (2) full-timers.

**ARTICLE 8. - WAGES**

- A. The weekly scale of wages, general increases and classification rates, premiums, hiring rates and increases shall be as set forth in Schedules "A" and "B" attached hereto and made a part of this Agreement.
- B. The rates of pay presently paid to employees shall not be reduced during the period of this Agreement, unless an employee is reduced to a lower classification in lieu of a layoff or discharge.
- C. All call-in pay shall be computed at the employee's hourly rate.

**ARTICLE 9. - HOLIDAYS**

- A. The following holidays shall be observed by employees (other than Bagger/Cart Clerks) after six (6) months of employment:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Day
Presidential Elections	Employee's Birthday

Employees shall not be required to work Easter Sunday or Christmas Day. In the event that the Employer opens on either or both days, such store will be staffed with volunteers.

1. After three (3) years of employment, employees (other than Bagger/Cart Clerks) shall be entitled to four (4) Personal Holidays.
  2. Employees may request a Personal Holiday to observe Martin Luther King Day. Management agrees not to unreasonably deny such a request.
  3. Eligible voters' schedule shall be arranged so as to permit the employees an opportunity to get to the polls.
  4. When Christmas Eve falls on a working day, fifty percent (50%) of the regular full-time employees shall be excused from work one (1) hour prior to the end of their shift, and the other fifty (50%) percent excused one (1) hour prior to the end of their shift on New Year's Eve, without loss of pay.
- B. If there is no work to be performed on the above-named holidays, then such regular full-time employees shall receive their regular weekly wages, providing they worked their regularly scheduled hours in the other days in the holiday week, or their absence is excused. Work performed on a holiday shall be paid for at twice the regular hourly rate of pay, in addition to the holiday pay.
- C. If an employee's birthday falls on Sunday or his day off, or one of the above-stated holidays, his day off for his birthday shall be the following day.
- D. 1. Personal holidays are contingent on the employee giving the management a ten (10) day prior notice and to be mutually agreed to by both Parties.
- D. 2. Employees who are terminated for dishonesty shall not receive their pro rata unused portion of Personal Days.
- E. Any time worked except on holidays by any full-time employee in excess of thirty-two (32) hours per week during a week in which a holiday falls, shall be paid for at time and one-half (1-1/2) the regular hourly rate of pay, however, a full-time employee may work the fifth (5th) day in a holiday week at straight time, by mutual agreement. Overtime shall be worked as required by the Employer.
- F. The Employer shall notify the Union fifteen (15) calendar days prior to each holiday observed by the Employer under this Agreement whether it intends to keep the stores open. If during said fifteen (15) day period the Employer finds that competition is to remain open and it decides to remain open, it shall notify the Union of its intention. Premium pay and overtime pay shall not be pyramided.
- G. If the Employer decides to remain open on any holiday, the ratio of part-time employees to full-time employees shall be the same as the ratio that existed on the same day of the prior week in the same store.
- H. Employees who are discharged for cause or voluntarily terminate their employment shall not be entitled to the holiday pay.
- I. If a recognized holiday falls on a regular work day during an employee's vacation period, he shall be paid a sum equal to daily straight-time pay for such holiday in addition to his vacation pay, or may be given an additional day off with pay, at the discretion of the Employer.
- J. Night Crews shall not be required to work the night before the Christmas and New Year holidays.
- K. All part-time employees (except Bagger/Cart Clerks) in the employ of the Employer six (6) months or more shall receive the same legal holidays enjoyed by full-time employees provided they worked their regularly scheduled hours in the other days in the holiday week or their absence is excused.



Part-time employees' pay for said holidays shall be computed on the basis of the average hours worked over a period of five (5) weeks preceding the holiday. Holiday pay shall be prorated and shall be paid on the basis of the average hours worked in relation to a forty (40) hour work week.

- L. In the event of termination, unused personal days shall be paid on a pro-rata formula, one day earned for every three (3) months.
- M. **Bagger/Cart Clerk Provision:** Employees classified as bagger/cart clerks shall receive straight time pay for work performed on holidays and Sundays. After six (6) months of employment they shall be entitled to three (3) hours holiday pay for New Year's Day, Christmas and Thanksgiving, provided the holiday falls on one of their regularly scheduled work days.

**ARTICLE 10. - VACATIONS**

- A. Each full-time employee shall receive the following vacations with pay:

After one (1) year	One (1) week vacation
After three (3) years	Two (2) weeks vacation
After eight (8) years	Three (3) weeks vacation
After twelve (12) years	Four (4) weeks vacation
After twenty-five (25) years	Five (5) weeks vacation
- B. Each employee shall receive, and the Employer shall schedule the employee's full vacation allowance during the calendar year. Should the Employer fail to schedule an employee's full vacation during the year in which it has been earned, then the employee shall receive such portion of his vacation which has not been granted during the following year as well as any vacation earned during the following year.
- C. Vacation pay shall be computed on the basis of the employee's regular straight-time weekly earnings including regular shift premiums, if any.
- D. Length of service for vacation shall be computed as the time served continuously by the employee with the Employer in a capacity other than part-time.
- E. The Employer shall provide vacation benefits in accordance with the seniority date of hire as well as when an employee is terminated for any reason.
- F. Vacation periods and assignments shall be at the discretion of the Employer with due regard for the convenience of the employee. Employees eligible for two (2) weeks' vacation or more shall receive two (2) consecutive weeks of vacation as scheduled by the Employer. The Employer shall post the vacation schedule thirty (30) days before the employee is scheduled to begin his vacation. An employee transferred to another store location shall have the option to take his vacation at the time originally scheduled.
- G. Full-time employees employed in stores designated "summer locations" who have earned three (3) weeks' vacation shall be eligible to receive two (2) weeks' vacation during the summer vacation period. Full-time employees employed in stores designated "summer locations" who have earned less than three (3) weeks' vacation shall be eligible to receive one (1) week's vacation during the summer period. The summer period shall begin with Memorial Day and conclude Labor Day weekend.
- H. Full-time employees with four (4) or more weeks of vacation may elect to take one (1) week each year in days. Days off shall be by mutual agreement.

- I. Vacation eligibility shall be computed on the same length of service formula as used for full-time employees in determining the number of weeks' vacation. Any part-time employee who is laid off for a period of up to ninety (90) days shall not lose his vacation rights.

The vacation pay shall be computed on the basis of the total hours worked and divided by the number of weeks worked, during the qualifying period.

- J. Part-time employees going to full-time shall receive their pro-rata part-time vacation allowance before going full-time, and upon going full-time they will begin to earn their full-time vacation allowance (consistent with Article 28, paragraph J.).
- K. Vacation due deceased employees shall be paid pro rata to their estates.
- L. Vacation earned and due to employees upon termination of employment shall be pro-rated from their last anniversary date of employment, except as provided in Side Letter #5 of this Agreement.
- M. Employees who are terminated for dishonesty shall not receive their pro rata vacation entitlement.

### **ARTICLE 11. - UNIFORMS AND TOOLS**

The Employer agrees to furnish and supply all its employees, without cost, laundered aprons and uniforms and such tools as are necessary in the discharge of their work and also service such tools at no cost to the employees.

Employees required to work outside in foul weather conditions shall be furnished with protective outer clothing when performing such work.

### **ARTICLE 12. - JURY DUTY**

- A. The Employer shall grant to each full-time employee on jury duty the difference between the employee's regular straight-time earnings, including regular shift premiums, if any, and the juror's fee paid to the employee. When an employee on jury duty has served five (5) days during the week, he shall not be required to work on Saturday. When an employee is excused from jury duty he shall be obliged to return to the store for his normal day's work whenever reasonably possible.
- B. Employees shall be eligible to receive Jury Duty benefits after one (1) year of continuous service. Employees called to serve as a petit juror, if eligible, shall receive a maximum of ten (10) days in any one (1) year period. Employees called to serve as a Grand Juror, if eligible, shall receive a maximum of twenty (20) days in any one (1) year period; however, employees who volunteer for Grand Jury, if eligible, shall receive a maximum of ten (10) days in any one (1) year period.

The Employer will pay to the full-time employee the regular straight-time weekly earnings, including regular shift premiums. The full-time employee will then return to the Employer the fee paid to the employee for attendance as a juror.

Part-time Jury Duty – Part-time employees (other than Bagger/Cart Clerks) who serve on Jury Duty shall be paid for time lost as a result of their service on Jury Duty.

### **ARTICLE 13. - FUNERAL LEAVE**

- A. Full-time employees shall be entitled to paid funeral leave not to exceed three (3) days for all work days lost from the day of the death through the day of the burial of a member of the immediate family,

except as the religious dictates of an employee may require a different three (3) day period, the employee's working day off not to be computed as part of funeral leave. The immediate family is defined as the spouse, child, grandchild, sister, brother, parent or spouse's parent (of a current legal marriage). In the event of the death of a member of the employee's family other than the immediate family, the employee shall have one (1) day off without loss of pay to attend the funeral.

- B. Part-time employees (other than Bagger/Cart Clerks) shall be entitled to one (1) day bereavement leave for a death in the immediate family, namely spouse, child, grandchild, parent, brother or sister.
- C. Part-time employees hired prior to 12/31/94, provided they are scheduled to work those days, shall be entitled to up to three (3) scheduled days off in the event of the death of an immediate family member (same definition as full-time), from the date of the death through the day of the burial, at four (4) hours' pay per scheduled day.

#### **ARTICLE 14. - SENIORITY**

- A. Seniority for full-time employees shall be continuous from the first (1st) day of hire within the bargaining unit. All new employees shall be on probation for a trial period of thirty (30) days, after which they shall be placed on the seniority roster and their seniority shall date from date of hire. The probationary period shall be sixty (60) days for employees new to the industry except ninety (90) days for employees hired for new stores who are new to the Industry. A separate full-time seniority list by classification for Department Heads, Head Cashiers, and Clerks, shall be prepared by the Employer and made available to the Union for the purpose of demotion and severance.
- B. Seniority for full-time employees shall be measured on the basis of service within the stores covered by this Agreement. Seniority for full-time employees shall be measured on the following two (2) divisions of the Employer's division:
  - 1. All territory serviced by the former Newark Division in New Jersey (Local 464A).
  - 2. All territory serviced by the former Paterson Division in New Jersey and New York (Local 464A).

Layoffs and rehiring of such employees shall be based upon seniority within classification within the Division. Promotions within the Employer unit shall be based on fitness and ability, with seniority a factor only when all other things are equal.

- C. Full-time employees with more than one (1) year's seniority if laid off, through no fault of their own, shall be given preference for available part-time employment before new part-time employees are hired. Such employees shall be paid the hourly rate equivalent to the full-time hourly rate of pay previously received. Rights under this Article shall continue for a period not exceeding one (1) year from the date of layoff, except as provided in paragraph (T) of this Article.
- D. When a full-time employee is rehired within the one (1) year period of layoff as provided for in paragraph (C), his seniority rights shall be restored on the first (1st) of the month following his reemployment. During the period of layoff, all fringe benefits shall be canceled and the period of layoff shall not be counted as months of employment in relation to fringe benefit credits, or in relation to progression on the wage scale.
- E. When a part-time employee is rehired within ninety (90) days of layoff, his seniority rights shall be restored on the first (1st) day of the month following his reemployment, and if he qualifies as required he shall be granted vacation and welfare benefits and shall be rehired at the same rate of pay as of the date of such termination.

- F. When full-time openings become available, part-time employees will be given first consideration to fill the full-time openings. When promotions become available, full-time employees on the payroll will be given consideration to fill the openings, provided they have submitted desires and qualifications to management, in writing. All part-time employees who are interested in obtaining full-time positions shall place their names on a bid sheet. Bid sheets shall be posted for a six (6) month period. Employees may place their name on bid sheets in the months of March and September each year.
- G. Any full-time employee who is laid off and fails to report for work when recalled from the layoff within seven (7) days (unless excused for a longer period by the Employer's employment office) after the Employer has deposited in the United States mail, postage prepaid, a registered letter directed to the Union and to such employee at his last known address as shown by the records of the Employer, shall terminate his seniority.
- H. When two (2) or more employees are hired on the same day in the same seniority area, the Employer will notify the Union of their seniority status.
- I. The Employer agrees to give one (1) week's notice to the full-time employees and the Union prior to layoff because of lack of work, and the full-time employee agrees to promptly notify (within one (1) week) the Employer of his choice of accepting part-time work in lieu of layoff.
- J. In the event of demotion, with one (1) week's notice to the Union, and subject to the grievance procedure, any of the aforementioned Department Heads or Head Cashier, will be slotted into Clerk seniority list of full-time employees. Such employee will be credited with services as a Department Head or Head Cashier in the computation of his seniority. In all other respects this Article shall apply to Department Heads, Head Cashiers, and Clerks as separate classifications.
- K. Any discharged employee who is reinstated through the grievance or arbitration procedure of this Agreement shall have his seniority status made whole upon his return to work.
- L. The Union may elect or appoint one Shop Steward for each store from among the employees. They shall be at all times full-time employees and shall be the last to be laid off. The Employer shall be notified of the election or appointment of such Shop Steward. The Employer agrees to cooperate with the Local Union in allowing Shop Stewards the opportunity to attend Shop Steward Conferences by scheduling a day off (with pay - eight [8] hours) during the calendar year to attend a seminar.
- M. There shall be no transfer of Shop Stewards without prior discussion with the Union. In the event that the Union disagrees, the issue shall be subject to the grievance procedure.
- N. All full-time permanent transfers shall be based on seniority, except where mutually agreed upon by the Employer and the employee; with prior notice given to the Union for other than a seniority transfer. In the event a full-time employee is permanently transferred to another store, the Union and the employee shall be notified in writing at least one (1) week in advance of said transfer. Any such transfer for a period in excess of two (2) weeks shall be considered a permanent transfer. When a full-time employee is transferred from one division to another (whether or not it involves a transfer from the jurisdiction of one Local Union to another), he shall be credited in the new division with the seniority accrued in the Company for vacation, paid leave, and pay purposes only. The Employer will consider the request of full-time employees for transfers within the respective bargaining unit of each Local. A temporary transfer of an employee in any given day to more than one (1) store shall be avoided except in case of extreme emergency. Any abuse of this provision shall be subject to the grievance procedure. Such temporary transfers shall be successively made on the basis of classification (i.e. Journeyman Butchers, Apprentices, Wrappers, Grocery employees) and unit seniority in the store. Seniority shall not apply in cases involving temporary transfers to new or remodeled stores but employees subject to such transfers shall not again be transferred, except in order of seniority. The present assignment of an employee to another store on a regular relief basis shall not be considered a transfer.

Employees who are temporarily transferred to shore areas or summer points shall be transferred back to their respective areas as soon as possible after Labor Day.

- O. Separate seniority lists of full-time employees by classification and part-time employees shall be made available to the respective Union.
- P. Layoffs of part-time employees shall be based upon seniority. Part-time seniority shall be measured on a store unit basis. Part-time employees transferred from one store to another within the bargaining unit shall carry with them their accumulated seniority. Seniority rights under this paragraph shall continue for a period not exceeding ninety (90) consecutive calendar days from the day of layoff.

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

- Q. Before new full-time employees are hired on the day shift, all full-time employees who have worked one (1) year or more on the Night Shift and request a transfer to the day shift will be granted said transfer, if the following conditions shall be available. The Employer and the Union shall establish a list of full-time night workers who desire transfer to the day shift. The Employer and the Union shall develop a system for such transfer based upon length of service on the Night Shift.
  - 1. Available work on day shift.
  - 2. Suitable replacement for employee on Night Shift.
  - 3. Employee's ability to perform work on the day shift.

R. The Employer will furnish the Union weekly with a list of newly hired and terminated employees.

S. A separate seniority list covering the classification of Meat Department Head shall be prepared by the Employer and made available to the Union. On demotion, pursuant to section (J) above of a Meat Department Head, he shall be returned to his former job as Ice Box Man or Journeyman, as the case may be, and slotted into the seniority list of full-time employees. Such employee shall be credited with service as Meat Department Head in the computation of his seniority. In all other respects this Article shall apply to Meat Department Head as a separate classification.

T. All full-time employees hired prior to August 7, 1971, shall not be severed (except for just cause) during the period of this Agreement. It is the intention of this provision to guarantee full-time employment to these full-time employees but not to establish a guarantee against reclassification.

Notwithstanding the foregoing, in recognition of business or economic conditions adversely affecting the Employer wherein it may be necessary to close stores or lay off employees, then should the Employer sever employees (except for just cause) covered by this paragraph, employees so affected shall be eligible to receive severance pay in the amount of \$300.00 for each full year of continuous full-time service subject to the following conditions:

- 1. Seniority shall prevail at all times as provided in this contract Agreement.
- 2. Only employees who have been severed in accordance with the seniority clause of this contract Agreement shall be eligible for severance pay.
- 3. The employee is not employed by the Employer subsequent to the severance.

4. The employee has either exhausted his recall rights or has chosen to forfeit his recall rights at the time of severance. Recall rights under this paragraph shall be fifteen (15) months.

The provisions of this paragraph shall not apply in the event of a strike or strikes, or of a national emergency affecting the operation of the stores.

#### **ARTICLE 15. - GRIEVANCE PROCEDURE AND ARBITRATION**

- A. Any dispute, difference or grievance arising out of the interpretation, application, breach or claim of breach of the provisions of this Agreement shall be settled in the following manner:

The aggrieved employee, the Shop Steward or the Union representative, may present and discuss any grievances to the Manager. If not settled, the Union representative may present the grievance to the Employer, Supervisor or person so designated by the Employer. All grievances submitted to the Director of People Resources and Services, in writing, will be answered in writing, to the Union within seven (7) days. In the event that such dispute, difference or grievance shall not have been satisfactorily adjusted between the Parties in the manner provided above, then such dispute, difference or grievance arising out of the interpretation, application, breach or claim of breach of the provisions of this Agreement shall be submitted, at the request of either Party, to arbitration under the voluntary arbitration rules, then obtaining, of the American Arbitration Association.

- B. The decision of the arbitrator shall be final and binding upon the Parties. The Parties further agree that there shall be no suspension of work when any such dispute, difference or grievance arises and while it is in the process of adjustment or arbitration. The Parties agree that the expenses of arbitration shall be borne equally between them.
- C. The arbitrator shall not have the power to arbitrate provisions of a new Agreement or to arbitrate away in whole or in part any provisions of this Agreement, nor shall he have the power to add to, delete from, or modify the provisions of this Agreement.
- D. Any member of the bargaining unit who shall, at the discretion of the arbitrator be required to testify at, or attend any hearings or arbitration, mediation or settlement of any question of violations of this contract, shall not suffer any loss in wages by reason thereof.
- E. No dispute, difference or grievance shall be subject to arbitration unless the request for arbitration shall be made within sixty (60) days after the dispute, difference or grievance has been presented to the other Party.
- F. No grievance involving a discharge or suspension shall be subject to arbitration unless a request for arbitration thereto shall be made within thirty (30) days after the employee has been discharged or suspended.
- G. The Employer agrees not to introduce, at a grievance or arbitration hearing, an individual employee's disciplinary records which are more than thirty-six (36) months prior to date of the incident giving rise to the hearing.

#### **ARTICLE 16. - STRIKES AND LOCKOUTS**

There shall be no cessation of work, no strikes, no picketing, or other interference with the operations of the Employer, or lockouts for any cause whatsoever during the life of this Agreement. No employee shall be disciplined or discharged for refusal to cross a legal picket line.

## ARTICLE 17. - DISCHARGE

The Employer retains the right to discharge or suspend any employee for just cause. The Employer shall notify the Union office prior to an employee being so suspended or discharged. The Union may, not later than five (5) days after such discharge or suspension, challenge same through the grievance procedure herein provided and; if not settled through the grievance procedure, the matter may be submitted to arbitration in the manner herein provided.

## ARTICLE 18. – WELFARE SERVICE BENEFIT FUND

- A. The Employer shall continue the existing GROUP LIFE INSURANCE PLAN for full-time employees up to age 65. However, the amount of Life Insurance shall be "frozen" at the amount in effect on August 5, 1983. All full-time employees who retire after age 55 with at least fifteen (15) years Company service shall receive a death benefit of Fifteen Hundred Dollars (\$1,500.00).

Full-time employees, hired or reclassified to full-time after 8/5/83, shall after six (6) months of employment be covered for \$8,000.00 non-contributory life insurance.

- B. The Employer agrees that it began contributing to the LOCAL 464A WELFARE SERVICE BENEFIT FUND effective 11/1/80 and that Local 464A agreed to provide the hospitalization and surgical benefit coverage for eligible full-time employees. The Employer agrees that contributions on behalf of full-time employees who are new to the industry shall begin the first (1st) of the month following six (6) months of employment. The Employer agrees that contributions on behalf of full-time employees who are not new to the industry, shall begin the first (1st) of the month following employment. Contributions for benefits will be received immediately only where an employee presently in the industry was eligible for benefits through his/her previous employer. Employees not new to the industry and not presently receiving benefits shall be credited with the time employed by a previous employer regarding eligibility period. Anyone who has left the industry for a period of more than six (6) months shall be considered new to the industry. The Employer will be notified by the Union within sixty (60) days of hiring notice from the Employer, with status verification by the employee, that the employee is not new to the industry. A failure to comply with this language will classify the employee as new to the industry.

Benefits shall be determined by the Trustees of the Welfare Service Benefit Fund. The contribution levels shall be as follows:

Effective August 1, 2004	\$495.00 per month
Effective August 1, 2005	\$520.00 per month
Effective August 1, 2006	\$545.00 per month
Effective August 1, 2007	\$575.00 per month
Effective December 1, 2008	\$620.00 per month

- C. Sickness absence benefits shall be provided in accordance with the Employer's present practice.
- D. The Employer shall continue to contribute to the Welfare Service Benefit Fund on behalf of any full-time employee who is disabled due to a Workers' Compensation injury for a period of one (1) year from the date of the injury.
- E. The premium for the part-time benefits shall be paid by the Employer to the Health and Welfare Fund of the Local Union, in accordance with the following schedule of contributions. Contributions on behalf of part-time employees (other than Bagger/Cart Clerks) who are new to the industry, shall commence the first (1st) of the month following six (6) months of employment. Contributions on behalf of part-time employees (other than Bagger/Cart Clerks) who are not new to the industry shall commence the first (1st) of the month following employment. Contributions for benefits will be

received immediately only where an employee presently in the Industry and not presently receiving benefits shall be credited with the time employed by a previous employer regarding eligibility period. Anyone who has left the Industry for a period of more than six (6) months shall be considered new to the Industry. The Employer will be notified by the Union within sixty (60) days of hiring notice from the Employer, with status verification by the employee, that the employee is not new to the Industry. A failure to comply with this language will classify the employee as new to the Industry. The contribution levels shall be as follows:

	<u>Part-Time Regular</u>	<u>Part-Time Special</u>
Effective August 1, 2004	\$ 94.00	\$62.00
Effective August 1, 2005	\$ 99.00	\$66.00
Effective August 1, 2006	\$104.00	\$70.00
Effective August 1, 2007	\$109.00	\$74.00
Effective December 1, 2008	\$115.00	\$78.00

- F. Incorporated in the Welfare contribution levels for full-time and part-time employees are premiums which provide Pre-Paid Legal Service benefits for full-time and part-time employees and Educational Safety benefits for full-time and part-time employees.

**ARTICLE 19. - DELINQUENT CONTRIBUTIONS**

- A. It is agreed that, if the Employer fails to make timely contributions and becomes delinquent to the Pension and Welfare (Legal Services, Educational, Safety and Retiree) Funds, the Employer shall be responsible for interest, as the Trustees may direct, from the date the contributions were due. In addition, the Employer will be responsible for any legal fees and/or court costs incurred because of such delinquency.
- B. The Employer further agrees that, if the Trustees deem it necessary, the Employer's payroll records may be examined to determine whether or not the Employer is meeting the terms of this Agreement and the Trust Agreement.

**ARTICLE 20. - TIME WORKED**

The Employer agrees, in making contributions to the Pension and Welfare (Legal Services and Educational, Safety and Retiree) Funds, to compute as time worked all time paid for such as holiday, vacations and sick leave days. The payroll records of the Employer shall be evidence of time paid for.

**ARTICLE 21. - PENSIONS**

- A. The Employer agrees to contribute to the UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION - INDUSTRY PENSION FUND (hereinafter the "Fund") for each regular full-time employee covered by this Agreement the sum of \$106.00 per month.
- B. The Employer agrees to contribute the amount of Seventy-Five Dollars (\$75.00) per month to the NEW YORK-NEW JERSEY AMALGAMATED PENSION PLAN FOR FULL-TIME A&P EMPLOYEES (hereinafter the "Fund") to provide future credit service benefits for each eligible regular full-time employee covered by this Agreement.
- C. Contributions for employees who become regular full-time employees after the date of this Agreement shall be payable from the first (1st) of the month following thirty (30) days of full-time employment. The contributions provided for in this Article shall be for the purpose of providing retirement benefits for eligible employees in accordance with the Pension Plans of the Pension Funds



as determined from time to time by the Trustees of the Pension Funds, which Funds shall have the continuing approval of the Internal Revenue Service as exempt Plans.

- D. The Employer has been and still is a Party to the Agreements and Declarations of Trust establishing the Pension Funds and has agreed to be bound by all the terms and provisions of said Agreements. The Employer, by the execution of this Collective Bargaining Agreement, approves and ratifies the appointment as its representatives of Employer Trustees heretofore made or hereafter made pursuant to the terms of the said Agreements and Declarations of Trust. The Employer has executed Participation Agreements for the Pension Funds.
- E. The Employer will provide a Pension Plan for all eligible part-time employees covered by this Agreement, in accordance with the terms and conditions of the Plan. Such Plan shall provide for a credit of \$10.00 per year, maximum 35 years to a maximum of \$350.00 at age 65. Effective January 1, 1997, future service credit of \$11.00 per year maximum 35 years to a maximum of \$385.00 at age 65, and effective January 1, 1999, future service credit of \$12.00 per year maximum 35 years to a maximum of \$420.00 at age 65. Effective January 1, 2002, future service credit of \$13.00 per year, maximum 35 years to a maximum of \$455.00 at age 65, effective January 1, 2003 future service credit of \$15.00 per year maximum 35 years to a maximum of \$525.00 at age 65, and effective January 1, 2004, the future service credit necessary to provide, with a maximum of 35 years, a maximum of \$600.00 at age 65. The Company agrees to indemnify the Union for any and all claims and actions of any type resulting from the administration by the Company of the Pension Plan for part-time employees.

The provisions of the P.T. Pension Plan provide for a year of credit to be earned after working 700 hours per year.

## **ARTICLE 22. - LEAVES OF ABSENCE**

- A. Any employee will be entitled to a thirty (30) day leave of absence if approved by the Director of People Resources and Services.
- B. **National Guard Service and Reserves**
  - 1. Any full-time employee who is a member of an organized Reserve program or in the National Guard shall be eligible for a two weeks' leave of absence (subject to extension in exceptional cases) without pay, such leave to be in addition to the employees regularly scheduled vacation period, in order that the employee may participate in the military training required by such organization.
  - 2. Any employee who wishes to use his regular vacation period for military absence shall be paid in accordance with the regular vacation procedure.
  - 3. All notices for any Military Leave of Absence must be submitted in writing to the Director of People Resources and Services via the Store Manager.
- C. **Military Service**

When a full-time employee is called into service, he shall be paid his normal vacation pay at the time of induction. Upon return he shall receive a vacation prorated according to the number of months worked in that calendar year. The rate of pay for a returned veteran shall be in accordance with the veteran's reemployment rights. No accumulated time toward progression increases will be credited during Military Service. Upon return the employee will be granted all general increases.

D. Union Officers

Employees hereafter elected or appointed to full-time Union office shall be granted a leave of absence without loss of seniority, but without accumulating seniority during the period of the leave of absence.

**ARTICLE 23. – JOB SECURITY**

- A. No full-time Meat Department employee, on the Company's payroll as of July 17, 2004, shall be laid off or reduced to part time solely due to the introduction of prepackaged meat.
- B. The above paragraph does not apply where there are store closings or a significant downturn in business.
- C. The Employer agrees to discuss technological changes with the Union prior to the introduction of such changes.

**ARTICLE 24. – 401(K) PLAN**

The Company agrees to make available to all employees with one (1) year of service and minimum age of 21 years, a 401K plan to be instituted as of 1/1/01, or as soon as practicable.

**ARTICLE 25. - BULLETIN BOARDS & TIME CARDS**

- A. The Union shall share existing store bulletin boards for the use of regular Union notices.
- B. Employees may review the copy of their time card that is maintained as part of the store record at a mutually convenient time.
- C. The Union will be advised in advance of distribution by the Employer of any notice to its employees relative to conditions of employment.

**ARTICLE 26. - UNION VISITATION**

A duly credited representative of the Union shall have the right to visit any of the Employer's stores covered hereunder any time during normal working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no interruption of, or interference with, the Employer's business. Employer to make available time for Union representatives to visit Night Crews upon the Union's request.

**ARTICLE 27. - LEGISLATION**

- A. The Parties agree that should the enactment of any Federal or State law, including but not limited to equal pay legislation and/or legislation pertaining to call-in pay, affect the terms or working conditions of employees herein, such terms or working conditions shall be applicable to this Agreement and this Agreement shall be amended in accordance therewith.
- B. In the event the Federal or State government shall enact legislation during the term of this Agreement affecting the application of any of the provisions hereunder, including, but not limited to wages or fringe benefits, the Parties hereto recognize their obligation to comply with such new restrictive

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

- C. Each and every clause of this contract shall be deemed separable from each and every other clause of this contract to the end that in the event that any clause or clauses shall be in violation of any law, then and in such event, such clause or clauses only, to the extent that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.
- D. Should the Federal Wage & Hour Law be changed such that any wage rate may not be in compliance with the law, said rate shall be adjusted in compliance with law.
- E. It is the policy of the Employer to provide equal employment opportunity to applicants and employees without regard to race, color, religion, national origin, sex, age or qualified handicapped or veteran status. It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied in such a nondiscriminatory manner to all employees covered by the Agreement.
- F. The use herein of the masculine gender should be read to include the female gender equally except in any instance, if any, in which the context clearly indicates otherwise.

#### **ARTICLE 28. - MISCELLANEOUS WORKING CONDITIONS**

- A. The Employer agrees that a Department Head desiring a voluntary change of classification shall be required to continue as a Department Head for any reasonable period necessary for the Employer to secure a suitable replacement.
- B. The Employer agrees to provide the Union with the details of new store construction as soon as the information is available.
- C. Prior to the introduction of technological change, the Employer agrees to discuss such change with the Union.
- D. Employees who have requested consideration for advancement to management positions shall be evaluated by the Employer. As openings for this advancement present themselves, the Employer agrees to provide the selected employees with an opportunity for training. The Employer will provide the Union with a list of those employees who are selected for training from the bargaining unit and such employees shall remain in the bargaining unit until completion of the training period.
- E. Those employees who are transferred to a store which is located more than fifteen (15) miles (one-way) beyond their store, in cases of temporary transfer, shall receive Six dollars (\$6.00) per day travel pay. This provision shall not apply in circumstances where an employee is asked to travel a lesser distance from home.  
  
The Employer shall recognize and consider the convenience of employees when making transfers.
- F. The Union and respective Divisions will mutually agree upon a schedule indicating the date and time that the Mobile Medical Unit will be at a particular store during the following month. Employees working in the stores at that time will be provided with the opportunity to visit the Mobile Medical Unit for prompt processing so as to cause minimal disruption of the Employer's operation.

- G. It is the intention of the Employer to make every effort to limit the weight of boxed meat to 100 pounds or less.
- H. The Employer will not compel an employee to run the store. However, an employee agreeing to the employer's request to run the store during the basic day shift or afternoon shift, shall receive a \$0.50 per hour premium for each hour that he/she runs the store.
- I. The Company agrees to work with the Union toward the establishment of uniform temperatures in the wrapping and cutting areas.
- J. Part-time reclassification: When a Part-timer is reclassified to Full-time, they shall receive a 50% credit for their part-time service toward establishing a full-time rate and vacation entitlement. In no instance shall there be any reduction in their rate when using this formula.
- K. The normal grievance procedure shall be available in any case of alleged entrapment.
- L. The Employer agrees to provide safe and healthful work places at each location, and to cooperate with the Union in promoting safety among its members.
- M. The Employer agrees not to require a doctor's note for one (1) day of absence.

**ARTICLE 29. - TERMINATION**

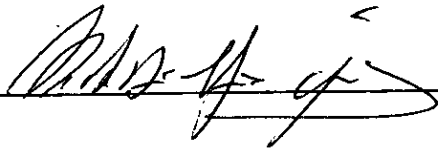
This Agreement shall continue in full force and effect until midnight the 8th day of November, 2008 and shall be automatically renewed from year to year thereafter, unless at least ninety (90) days prior to the 8th day of November 2008, or any annual date of expiration thereafter, written notice by registered mail is given by either Party to the other of a desire to revise or terminate this Agreement.

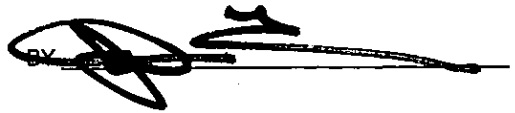
**FOR THE EMPLOYER**

**FOR THE UNION**

THE GREAT ATLANTIC & PACIFIC  
TEA COMPANY, INC.

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

BY 

BY 

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**SCHEDULE "A"**  
**WAGES**  
**MEAT DEPARTMENT**

1. All full-time Meat Department employees receiving top rate or their respective forty-eight (48) month rate shall receive the following wage adjustments:

<u>EFFECTIVE</u>	<u>07/18/04</u>	<u>07/17/05</u>	<u>07/16/06</u>	<u>01/14/07</u>	<u>07/15/07</u>	<u>04/13/08</u>	<u>07/13/08</u>
MEAT DEPT. HEADS Per/week	\$15.00	\$20.00	\$15.00	\$20.00	\$15.00	\$15.00	\$15.00
JOURNEYMAN BUTCHER APPRENTICE Per/week	\$15.00	\$15.00	\$15.00	\$17.00	\$15.00	\$15.00	\$15.00
CLERKS Per/week	\$15.00	\$15.00	\$15.00	\$13.00	\$15.00	\$15.00	\$15.00

2. Employees hired on or before October 25, 1986 and/or currently receiving top rate shall receive the following weekly rates:

<u>EFFECTIVE</u>	<u>07/18/04</u>	<u>07/17/05</u>	<u>07/16/06</u>	<u>01/14/07</u>	<u>07/15/07</u>	<u>04/13/08</u>	<u>07/13/08</u>
MEAT DEPT. HEAD MIN. RATE per/week	\$1,036.00	\$1,056.00	\$1,071.00	\$1,091.00	\$1,106.00	\$1,121.00	\$1,136.00
JOURNEYMAN BUTCHERS APPRENTICE MAX RATE	\$ 956.00	\$ 971.00	\$ 986.00	\$1,003.00	\$1,018.00	\$1,033.00	\$1,048.00
FISH CLERK MAX RATE per/week	\$ 856.00	\$ 871.00	\$ 886.00	\$ 903.00	\$ 918.00	\$ 933.00	\$ 948.00
CLERKS MAX RATE per/week	\$ 821.00	\$ 836.00	\$ 851.00	\$ 864.00	\$ 879.00	\$ 894.00	\$ 909.00

3. A. Full-time Journeyman "B" and/or Apprentice Butchers hired after April 25, 1993, shall progress according to the following:

<u>EFFECTIVE</u>	<u>07/18/04</u>	<u>07/17/05</u>	<u>07/16/06</u>	<u>01/14/07</u>	<u>07/15/07</u>	<u>04/13/08</u>	<u>07/13/08</u>
Start	\$318.00						
After 30 days	338.00						
After 6 months	368.00						
After 12 months	403.00						
After 18 months	443.00						
After 24 months	483.00						
After 30 months	523.00						
After 36 months	563.00						
After 42 months	613.00						
After 48 months	795.80	\$810.80	\$825.80	\$842.80	\$857.80	\$ 872.80	\$887.80

SCHEDULE "A" (Continued)

B. Journeyman "B" and/or Apprentice Butchers on the payroll as of July 17, 2004 shall receive the following additional weekly increases:

<u>10/22/06</u>	<u>10/21/07</u>	<u>10/19/08</u>
\$5.00	\$10.00	\$25.00

- C. Part-time Journeyman "B" Butchers hired after April 25, 1993 shall receive the same hourly rate of pay as the full-time Journeyman "B" Butcher's 48-month rate.
- D. Any employee reaching the top of the scale or their respective forty-eight (48) month rate shall receive the applicable general wage increases on the appropriate dates listed in #1 of this Schedule "A".

4. Full-time clerks hired or promoted to full-time on or after 7/28/96 shall progress on the following weekly minimums for the term of this Agreement:

Step 1	After 30 days	\$300
Step 2	6 months later	\$320
Step 3	After 12 months	\$340
Step 4	After 18 months	\$360
Step 5	After 24 months	\$380
Step 6	After 30 months	\$400
Step 7	After 36 months	\$420
Step 8	After 42 months	\$450
Step 9	After 48 months	\$500

Any employee reaching the top of the scale or their respective forty-eight (48) month rate, shall receive the applicable general wage increases on the appropriate dates listed in #1 of Schedule "A".

5. Full-time Clerks on the payroll as of 7/17/04 receiving wage rates between \$500.00 and \$645.00 shall receive the following additional weekly increases:

<u>10/22/06</u>	<u>10/21/07</u>	<u>10/19/08</u>
\$5.00	\$5.00	\$15.00

6. Any Journeyman Butcher assigned to ice box work for four (4) hours per day or more shall receive a premium of two dollars (\$2.00) per day.
7. The premium pay for full-time employees who work on the Night Shift shall be twenty-five dollars (\$25.00) per week for the man in charge and fifteen dollars (\$15.00) for the other full-time employees.
8. The premium pay for full-time employees who work the afternoon shift shall be fifteen dollars (\$15.00) per week for the man in charge and ten dollars (\$10.00) per week for other full-time employees.
9. A. All part-time employees in the employ of the Employer on July 17, 2004 shall receive the following hourly wage increases:

<u>EFFECTIVE</u>	<u>07/18/04</u>	<u>07/17/05</u>	<u>07/16/06</u>	<u>01/14/07</u>	<u>07/15/07</u>	<u>04/13/08</u>	<u>7/13/08</u>
	\$.25	\$.25	\$.25	\$.25	\$.25	\$.20	\$.35

B.1. All part-time employees hired prior to July 18, 2004 and receiving less than \$11.56/hr. shall receive the following increases until reaching \$11.56/hr.:

<u>EFFECTIVE</u>	<u>10/16/05</u>	<u>10/15/06</u>
	\$.25	\$.25

SCHEDULE "A" (Continued)

- B.2. Upon reaching \$11.56 per hour or more, such employees shall continue to receive the scheduled General Wage Increases as listed in Paragraph A above.
- C. Career part-timers (those hired prior to 12/31/94) shall receive a lump sum \$0.25 per hour bonus, predicated on the total regular hours worked in each current calendar year. The payment of this bonus shall be made on the following dates:

<u>EFFECTIVE</u>	<u>12/9/05</u>	<u>12/8/06</u>	<u>12/7/07</u>
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The computation of the bonus amount shall be calculated as of the week prior to the payment date.

- D. All part-time employees hired on or after July 18, 2004 shall receive increments of \$.15 per hour every successive six (6) month period following their hire date for the term of this Agreement.
10. Should a Journeyman Butcher relieve a Meat Department Head for a week, he shall receive a premium of twenty-five dollars (\$25.00) per week.
11. Part-time employees who are rehired within ninety (90) days after termination of employment shall receive the same rate of pay as of the date of such termination.

**SCHEDULE "B"**  
**WAGES**  
**GROCERY DEPARTMENT**

1. All full-time Grocery Department employees in the employ of the Employer receiving top rate shall receive the following weekly wage adjustments:

<u>EFFECTIVE</u>	<u>07/18/04</u>	<u>07/17/05</u>	<u>07/16/06</u>	<u>01/14/07</u>	<u>07/15/07</u>	<u>04/13/08</u>	<u>07/13/08</u>
PRODUCE HEAD							
DELI HEAD	\$15.00	\$15.00	\$15.00	\$17.00	\$15.00	\$15.00	\$15.00
HEAD CASHIER	\$15.00	\$15.00	\$15.00	\$17.00	\$15.00	\$15.00	\$15.00
DAIRY HEAD							
BAKERY HEAD							
LIQUOR HEAD	\$15.00	\$15.00	\$15.00	\$17.00	\$15.00	\$15.00	\$15.00
GROCERY CLERKS	\$15.00	\$15.00	\$15.00	\$13.00	\$15.00	\$15.00	\$15.00

2. Full-time employees hired on or before October 25, 1986 and/or promoted to a department position in accordance with Section 3 herein shall receive the following weekly rates:

<u>EFFECTIVE</u>	<u>07/18/04</u>	<u>07/17/05</u>	<u>07/16/06</u>	<u>01/14/07</u>	<u>07/15/07</u>	<u>04/13/08</u>	<u>07/13/08</u>
PRODUCE HEAD MIN. RATE - per wk	\$861.00	\$876.00	\$891.00	\$908.00	\$923.00	\$938.00	\$953.00
DELI HEAD MIN. RATE - per wk	\$856.00	\$871.00	\$886.00	\$903.00	\$918.00	\$933.00	\$948.00
HEAD CASHIER MIN. RATE - per wk	\$854.00	\$869.00	\$884.00	\$901.00	\$916.00	\$931.00	\$946.00
BAKERY HEAD							
DAIRY HEAD							
LIQUOR HEAD MIN. RATE - per wk	\$846.00	\$861.00	\$876.00	\$893.00	\$908.00	\$923.00	\$938.00
GROCERY CLERKS MAX. RATE - per wk	\$821.00	\$836.00	\$851.00	\$864.00	\$879.00	\$894.00	\$909.00
FRONT END ADMINISTRATOR (may be assigned in stores doing \$150,000 per week)	Shall receive their rate plus a \$25.00/week premium						
SCANNING ADMINISTRATOR	Shall receive their rate plus a \$25.00/week premium.						
FLORAL DEPARTMENT HEAD	Shall receive their rate plus a \$25.00/week premium.						
LEAD HBC CLERK	Shall receive their rate plus a \$25.00/week premium.						
LEAD FROZEN FOOD CLERK	Shall receive their rate plus a \$25.00/week premium.						
LEAD CHEF	Shall receive their rate plus a \$25.00/week premium.						



SCHEDULE "B" (Continued)

CHEESE DEPARTMENT                      Shall receive their rate plus a \$10.00/week premium.

RECEIVER                                      Shall receive their rate plus a \$10.00/week premium.

3. All full-time Grocery employees hired after October 26, 1986 and/or promoted to Department Head or Head Cashier are to continue their existing salary progression until they reach the maximum provided thereby. Commencing six (6) months thereafter, or, in the case of employees presently at the top of the progression six (6) months after the date hereof, they shall be entitled to three (3) additional semi-annual increments. These additional increments shall be in addition to any general contract increase provided by this Agreement, but shall not exceed the maximums provided for herein.
4. Full-time Grocery Clerks hired or promoted to full-time on or after 7/28/96 shall progress on the following weekly minimums for the term of this Agreement:

Step 1	After 30 days	\$300	Any employee reaching the top of the scale or their respective forty-eight (48) month rate, shall receive the applicable lump sum wage payments and/or the general wage increases on the appropriate dates listed in #1 of Schedule "B".
Step 2	6 months later	\$320	
Step 3	After 12 months	\$340	
Step 4	After 18 months	\$360	
Step 5	After 24 months	\$380	
Step 6	After 30 months	\$400	
Step 7	After 36 months	\$420	
Step 8	After 42 months	\$450	
Step 9	After 48 months	\$500	

5. Full-time Clerks on the payroll as of 7/17/04 receiving wage rates between \$500.00 and \$645.00 per week, shall receive the following additional weekly increases:

<u>10/22/06</u>	<u>10/21/07</u>	<u>10/19/08</u>
\$5.00	\$5.00	\$15.00

6. A. All part-time employees in the employ of the Employer on July 17, 2004 shall receive the following hourly wage increases:

<u>EFFECTIVE</u>	<u>07/18/04</u>	<u>07/17/05</u>	<u>07/16/06</u>	<u>01/14/07</u>	<u>07/15/07</u>	<u>04/13/08</u>	<u>7/13/08</u>
	\$.25	\$.25	\$.25	\$.25	\$.25	\$.20	\$.35

- B.1. All part-time employees hired prior to July 18, 2004 and receiving less than \$11.56/hour shall receive the following additional increases until reaching \$11.56/hour:

<u>EFFECTIVE</u>	<u>10/16/05</u>	<u>10/15/06</u>
	\$.25	\$.25

- B.2. Upon reaching \$11.56 per hour or more, such employees shall continue to receive the scheduled General Wage Increases as listed in Paragraph A above.

- C. Career part-timers (those hired prior to 12/31/94) shall receive a lump sum \$0.25 per hour bonus, predicated on the total regular hours worked in each current calendar year. The payment of this bonus shall be made on the following dates:

<u>EFFECTIVE</u>	<u>12/9/05</u>	<u>12/8/06</u>	<u>12/7/07</u>
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The computation of the bonus amount shall be calculated as of the week prior to the payment date.

SCHEDULE "B" (Continued)

- D.1. Part-time Clerks hired on or after July 18, 2004 shall receive increments of \$.15 per hour every successive six (6) month period following their hire date for the term of this Agreement.
- D.2. All part-time Clerk Apprentices hired on or after July 18, 2004 shall receive alternating increments of \$.10 per hour, and \$.15 per hour every successive six (6) month period following their hire date for the term of this Agreement or until they reach the age of eighteen (18). Thereafter, they shall receive increments of \$.15 per hour every successive six (6) month period for the term of the Agreement.
7. Part-time Head Cashiers shall receive an hourly premium of twenty-five (25¢) cents.
8. The premium pay for full-time employees who work on Night Shift shall be twenty-five dollars (\$25.00) per week for the man in charge, fifteen dollars (\$15.00) per week for the other full-time employees.
9. The premium pay for part-time employees who work on Night Shift shall be twenty-five (25¢) cents per hour.
10. The premium pay for full-time employees who work on the afternoon shift shall be fifteen dollars (\$15.00) per week for the man in charge and ten dollars (\$10.00) per week for all other full-time employees.
11. Delicatessen Clerks shall be considered to be employed in the Grocery Department and shall receive the Grocery Department rates and progressions.
12. Department Head relief premium in supermarkets for a week.\*

PRODUCE	20.00 per week
DAIRY	15.00 per week
DELICATESSEN	15.00 per week
BAKERY	15.00 per week
HEAD CASHIER	15.00 per week

\*Not to exceed the classified rate in the position being relieved.

13. Part-time employees who are rehired within ninety (90) days after termination of employment shall receive the same rate of pay as of the date of such termination.
14. Employees classified as Bagger/Cart Clerks shall receive the following minimum rates:

Starting Rate	Minimum Wage
After 60 Days	Minimum Wage + \$.15
Every 6 Months thereafter	+ \$.15

**SIDE LETTER #1**

July 18, 2004

TO: LOCAL 464A (489)

Gentlemen:

This letter will confirm the Employer's Agreement that in the event the Company, during the term of this Agreement which expires on November 8, 2008, institutes a Non-food Department in any retail food store or stores within the geographical jurisdiction of this Agreement, the Employer and the Union shall negotiate as to the terms of wages, hours, and working conditions for eligible employees working in such type departments.

Very truly yours,

THE GREAT ATLANTIC & PACIFIC  
TEA COMPANY, INC.

BY \_\_\_\_\_

/gb

**SIDE LETTER #2**

October 29, 1989

TO: LOCAL 464A (489)

Gentlemen:

Full-time employees who retire on or after October 28, 1989 and who have served in management of the Company will be provided with pension credit from the Company's present Pension Plan for the period of time served in management provided they have not received credit from the National Pension Fund for those years.

Very truly yours,

THE GREAT ATLANTIC & PACIFIC  
TEA COMPANY, INC.

BY MARTIN QUINN

/gb

SIDE LETTER #3

October 29, 1989

Mr. John T. Niccolai  
President  
UFCW International Union  
Local 464A (489)  
245 Paterson Avenue  
Little Falls, NJ 07424

Dear Mr. Niccolai:

This will confirm our discussion during recent negotiations when the following items were reviewed and it was agreed that they would be covered in a letter.

1. The Company will review with the Union the areas raised re: entrapment.  
It is understood that the final judgment re: discipline shall rest with the Company. The Union shall have full recourse to the grievance machinery for the resolution of any differences.
2. The Company will review its training procedure for cashiers and review same, upon request, with the Union so that all Parties are aware of the rules and regulations.
3. The Company recognizes the right of employees to request the enforcement of the Article - "Uniforms and Tools" - relating to the laundering of uniforms, and the Company agrees to launder them.
4. The Company agrees that if an employee classified and paid as a Journeyman Meat Cutter was as of the expiration of the old Agreement performing work as a "Fish Cutter", such employee shall continue to receive the Journeyman Meat Cutter rate for the life of this Agreement.

Very truly yours,

Martin J. Quinn  
Vice President  
Labor Relations

/gb

**SIDE LETTER #4**

October 29, 1989

Mr. John T. Niccollai  
President  
UFCW International Union  
Local 464A  
245 Paterson Avenue  
Little Falls, NJ 07424

Dear Mr. Niccollai:

During our recently completed negotiations, it was agreed that the following two items would be covered in a letter of agreement.

1. "The Company agrees to permit Retirees to return to the work place as follows:
  - A. At age 62, 63 & 64 - up to 60 hours per month.
  - B. At age 65 or older - up to 40 hours per month.
  - C. No retiree shall be hired where there are people on layoff.
  - D. Returning retirees shall be paid the rate which they earned at the time of retirement."
  
2. "It is agreed that the Company may hire Part-Time Journeyman with the following limitations:
  - A. No Part-Time Journeyman can be hired when any Journeyman Butcher is on layoff.
  - B. The Full-Time Journeyman Butcher rate shall be paid on an hourly basis to the Part-Time Journeyman.
  - C. Sunday work and overtime must be offered to Full-Time Journeyman Butchers prior to any Part-Time Journeyman Butchers being permitted to work those hours."

Very truly yours,

Martin J. Quinn  
Vice President  
Labor Relations

/gb

**SIDE LETTER #5**

October 29, 1989

Mr. John T. Niccollai  
President  
UFCW International Union  
Local 464A  
245 Paterson Avenue  
Little Falls, NJ 07424

Dear Mr. Niccollai:

As a result of discussions during our recent negotiations, it was agreed to clarify the Vacation Article as it applies to the treatment of retiring employees. It was agreed that the seniority date as it would apply to pro rata shall not be applicable in those cases of retirement. However, the Company past practice regarding full vacation payment would apply if the employee worked one (1) day into the "new year".

Very truly yours,

Martin J. Quinn  
Vice President  
Labor Relations