

AGREEMENT

This AGREEMENT, made as of the _____ day of _____, 200__, between _____, (hereinafter referred to as "Company" or a "Member Company" or "Employer"), a member of the Independent Supermarket Operators of Greater New York, Inc. (hereinafter referred to as "ISOGNY" or the "Association"), having its principal office at [_____], and Local 338 RWDSU/UFCW, AFL-CIO (hereinafter referred to as the "Union"), having its principal offices at 97-45 Queens Boulevard, Rego Park, New York 11374.

ARTICLE I - MULTI-EMPLOYER BARGAINING UNIT

A. This Agreement shall apply to all covered retail supermarkets, as hereinafter defined, for all companies who are members of ISOGNY ("Companies"), or who become members of ISOGNY, during the term of this Agreement provided that the Union has given its express written consent to apply this Agreement to the individual company. The current list of covered Companies and stores is attached as Appendix A:

1. ISOGNY shall limit its membership to stores that typically are less than 20,000 square feet and whose weekly sales are less than \$175,000. ISOGNY members are small independent or family run stores that are not publicly owned or part of regional or national chains.

B. The covered stores shall constitute a multi employer bargaining unit ("Unit"). Any disputes concerning the scope or composition of this Unit shall be submitted to, and resolved solely and exclusively through, the grievance and arbitration clause of this Agreement.

C. Companies may not negotiate local conditions with respect to any matter covered by this Agreement.

ARTICLE II - UNION RECOGNITION

A. It is the purpose of the parties to promote a harmonious industrial and economic relations between the Companies and the employees covered by this Agreement, to provide a healthy and safe work place and to render efficient and courteous service to customers. To that end, the Association and the Union have established this uniform basic Agreement covering rates of pay, hours of work and conditions of employment for Association members.

B. The Association and its member Companies recognize the Union as the exclusive bargaining representatives for all employees, in the job classifications set forth in Appendix B, within covered stores, including Porters and Front-End personnel and excluding all guards, maintenance employees, office and clerical employees. Store Managers and Assistant Store

Managers are excluded, except if the Company and the Union shall agree in writing to include either, or both classifications in the unit, in which event the inclusion shall be Company-wide, but shall not apply to any other Member Companies. If a Company and the Union agree to include such positions, a copy of the Agreement shall immediately be provided to the Association.

C. The respective jurisdictions of Local 342-50 and Local 338 (if applicable) within each covered store shall be as set forth in Appendix B to this Agreement and be binding on the Employer and the locals. Any jurisdictional disputes shall be settled by the International Union (UFCW). The Employer agrees to be bound by the jurisdiction decision of the International.

D. A "covered store" is any store, that is located within the boroughs of New York City and the counties of Westchester, Nassau and Suffolk in the State of New York, for which the Union has established majority status, within a store, within the group of job classifications described in Appendix B, pursuant to a valid card check conducted by a federal or state mediator/arbitrator, or such other individual as may be mutually designated by the Union and the Company in writing. In the case of a grand opening or a new store, the Union agrees to allow a ninety (90) day period from the date of opening for the Employers to finalize staffing and job designation decisions.

E. Each Employer shall immediately notify the Union upon opening a store and provide the Union with a list of the names, addresses and telephone numbers of all employees in the new store. The Employer agrees that it will not interfere with the union agent who is assigned to obtain authorization cards in the store, provided the union agent does not interfere with or disrupt the operation of the Employers business.

ARTICLE III - MANAGEMENT RIGHTS

A. Except as explicitly limited by this Agreement, the following rights are vested exclusively in the Companies: the operation of the business and the direction of the working force, including but not limited to the following: the right to plan, direct, automate and control store operations; the right to establish the opening and closing times of stores, shift times, and the work schedule; the right to establish reasonable standards of work performance for employees; the right to hire, discipline, suspend, discharge for just cause, layoff, recall, promote, demote, direct, assign or transfer employees from one store location to another; and the right to determine and change the manner and method of operation and the number of employees necessary to perform operations.

B. The Association may establish reasonable work rules, productivity standards, (consistent with practices in the industry) regulations and policies (collectively "Rules") not inconsistent with this Agreement. Companies may establish their own reasonable Rules, based on local conditions, to the extent they are not inconsistent with this Agreement or Association Rules. All Rules shall be provided to the Union at least twenty (20) days prior to implementation. C. The Employer shall notify the Union prior to the implementation of automation.

ARTICLE IV - UNION SECURITY, DUES CHECKOFF AND PAC

A. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall, on or after the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on or after the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

B. The Companies agree to deduct dues and initiation fees and assessments from the wages of all employees who have on file with the Company a proper deduction card and to remit the amount with a listing of names to the Union Office on or before the 15th day of each month. The Union will give to the Company signed deduction cards from the employees authorizing the deduction of dues and initiation fees and any other authorized amounts. The Company's obligation to remit to the Union shall be limited to the amounts which it actually does deduct from the employees' wages.

C. This Article shall be enforced in accord with all legal requirements and the Union shall hold the Companies and the Association harmless with respect to any claims arising out of their compliance with this Article.

D. In the event the Company fails to deduct dues initiation fees and assessments in accordance with Section B herein, upon written demand from the Union, the Company shall immediately comply.

E. The Employer agrees to deduct and transmit to the Treasurer of RWDSU Local 338 PAC the amount specified for each hour worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by RWDSU Local 338 PAC. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

ARTICLE V - HIRING OF NEW EMPLOYEES

A. Where there is a need to hire new employees into the bargaining unit, the Union will, upon Company request, select and refer applicants on a non-discriminatory basis and without regard to Union membership. If such request is made by the Company, it will provide the Union with timely notice of the opening and the requisite qualifications for the job. The Company will consider job applicants, without regard to whether they were referred by the Union. The Company will notify the Union if individuals referred by the Union were rejected and provide a reason for rejection.

ARTICLE VI - EMPLOYEE STATUS

A. "Tier A employees" are all employees who are employed as Assistant Store Managers and Department Heads in addition to other key employees in the Unit who are

designated as Tier "A" by the Member Company. "Tier B employees" are employees who are employed at all unit positions not referenced above. The Member Company shall have the sole discretion in determining whether or not the positions of Assistant Store Manager and/or Department Head shall be filled.

B. The probationary period for employees shall be ninety (90) days. During their probationary period, employees shall be subject to discharge even in the absence of just cause and shall be without recourse under the arbitration procedure or otherwise.

C. When reducing a Tier A employee to Tier B status, the Employer shall not act in an arbitrary or capricious manner and the reduction shall be for valid business reasons. Within twenty-four (24) hours of the reduction of an employee from Tier A to Tier B, the Company shall mail a notice to the Union and to the Association advising of the reduction. If a grievance is filed by the Union, said employee will continue to receive his Tier A wage rate, benefits and entitlements for a period of ninety (90) days or until the matter is decided by an arbitrator, whichever is shorter. The parties agree to expedited arbitration. In the event the arbitrator upholds the reduction, the said employee's wage rate shall be reduced to his former rate.

ARTICLE VII - NO DISCRIMINATION

A. The Companies, the Union, and the employees shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, disability, age, nationality, or any other statutorily-protected status. The use of male pronouns (he, him, his) is for convenience purposes only and shall be deemed to include the corresponding female pronouns (she, her, hers). The parties shall engage in reasonable accommodation for individuals with disabilities as may be required by law in accord with the seniority provisions of this Agreement.

B. There will be no discrimination against any employee because of union activity, provided it is not in violation of this Agreement or does not incite others to violate this Agreement.

ARTICLE VIII - SENIORITY

A. The Companies recognize the principle of seniority within each company, based on continuous service within the classifications set forth below, to the extent such classifications apply to the specific store operations:

Assistant Managers, Department Heads and key employees in the Unit
Designated by the Member Company as in Tier "A"
Clerk (Tier "B")

B. Employees shall be laid off in reverse order of seniority and recalled in order of seniority, provided the employees have the present ability to perform the jobs in question. For example, if three clerks are laid off and there is an opening for two cashiers and the three laid off employees included two experienced cashiers and one night packout clerk, the two experienced cashiers will be recalled.

C. Assignments, promotions, and transfers within the store, and between stores, (for Employers with multiple locations) shall be based upon fitness and ability, with seniority as the determining factor when all other criteria are equal. Employees transferred to skilled jobs shall be trained in those skills before being held responsible for performing that work in a satisfactory manner.

D. In recalling employees to work, written notice shall be sent to the employee's last known address advising him /her of the date of return. If the employee does not report for work within seven (7) days of mailing of the written notice, the employee shall lose all seniority rights under this Agreement. The employee is responsible for keeping the store advised at all times of his latest telephone number and address.

E. Employees shall lose their seniority rights for the following reasons:

1. Resignation (including failure to come to work without giving notice for three (3) consecutive work days);
2. Discharge for just cause; or
3. Layoff or absence from work due to sickness or accident for a period exceeding six (6) months.

ARTICLE IX - TRANSFERS (For Employers with Multiple Locations)

A. Prior notice shall be given to the Union for all temporary and permanent transfers between stores. If an employee is permanently transferred by the Company to another covered store, his classification seniority shall be dovetailed at the new store. In the event the employee changes Union jurisdictions, his seniority and union membership must be agreed to by both local unions or such transfer shall not be made.

B. Employees temporarily transferred to Summer points shall be transferred back to their respective stores as soon as possible after Labor Day unless mutually agreed upon between the Company and the employee and notice given to the Union.

C. Those employees who are transferred more than ten (10) miles from their assigned store in cases of Permanent/Temporary transfers shall receive three dollars (\$3.00) per day travel pay.

D. Tolls paid in the case of temporary transfers shall be reimbursed regardless of mileage.

ARTICLE X - HOURS

A. A normal week's work shall be forty (40) straight time hours per week, consisting of five (5) eight (8) hour days, exclusive of lunch. Each employee working an eight (8) hour day shall be assigned a lunch period of at least thirty (30) minutes each day, and if he works more than ten (10) hours, a supper period of thirty (30) minutes. These meal periods shall be unpaid and additional to the hours worked by each employee for which he is paid.

B. Employees working eight (8) hours per hour day shall receive two fifteen (15) minute rest periods as part of their paid work hours. Employees working six (6) hours per day shall receive one (1) fifteen (15) minute rest period as part of their paid work hours. Employees shall punch in and out for meal periods but shall not be required to punch in or out for rest periods.

C. The Company shall post in each store not later than Saturday night of each week the straight-time work schedule of all employees for the following week. The Company may change these schedules in case of emergency or any condition beyond the control of the Company, e.g., coverage problems due to absenteeism.

D. Employees working in excess of forty (40) hours in a work week shall be paid overtime on the basis of time and one-half their hourly rate of pay.

E. Overtime shall be worked as required by the Company.

F. Provided that Sunday work is not in excess of 40 hours in an employee's workweek, Employees who are scheduled to work on Sunday shall receive a one (1) dollar premium in addition to their base hourly rate for all hours worked on Sunday day the first two (2) years of this Agreement. The premium shall increase to two (2) dollars for the last two (2) years of this Agreement.

ARTICLE XI - WAGES

A. The Companies may pay wages in excess of the federal and state minimums. Employees hired at a starting rate in excess of any such minimums shall nevertheless receive the increments provided by this Agreement upon completion of the specified periods of employment.

B. Increases are set forth in Appendix B to this Agreement. Every employee, who is employed on the date of the increase, as set forth in Appendix B, shall be entitled to receive the increase.

ARTICLE XII - PAY ON TERMINATION

A. The Companies agree to pay all monies due to any employees not later than ten (10) days from the date of layoff or termination. Any accrued vacation due a deceased employee shall be paid to his beneficiary or estate on a pro-rated basis as set forth in Article XIV.

ARTICLE XIII - VACATIONS

A. Employees normally scheduled to work forty (40) hours or more per week shall receive the following paid vacation in the year following their anniversary date of employment as follows: One (1) year of continuous Company service - two (2) weeks (80 hours straight time pay), or their prior year's vacation, whichever is greater.

B. Employee vacation time shall be prorated for employees normally scheduled to work less than forty (40) hours per week, but in no event shall such employees receive less than thirty (30) hours per week of vacation.

C. Vacation time is earned each year as of the anniversary date of hire. Vacation time shall be taken in accord with written procedures established by the respective Companies in accord with their operating and coverage needs, and provided to the Union and the employees.

D. If one of the holidays hereinafter mentioned occurs during an employee's vacation, the Company shall, at its option, provide the employee either an additional day's vacation or an extra day's pay. The minimum days pay for employees working less than forty (40) hours shall be six (6) hours.

E. The Employer shall determine the vacation times that will be made available for employees to select. If there is a conflict, seniority shall decide.

ARTICLE XIV - HOLIDAYS

A. Employees, who work the full day last scheduled before the holiday and the full day first scheduled day after the holiday unless their absence is excused in advance by the Employer, shall be paid for the holidays listed below, after one (1) year of continuous service:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day

Employees who normally work forty (40) hours a week shall receive eight (8) hours pay for the listed holidays. Employees who normally work less than eight (8) hours per day shall receive pro rata holiday pay but no less than six (6) hours.

B. Work performed on any of the above holidays shall be paid at the rate of time and one-half in addition to the holiday pay.

ARTICLE XV - WELFARE FUND, DENTAL FUND AND RETIREMENT FUND

A. Welfare, Dental and Retirement Funds: The Companies agree to be bound by the Agreement and Declaration of Trust as may be amended establishing the Local 338 Welfare, Dental and Retirement Funds including the provisions for the collection of contributions except that under no circumstances shall the Companies be required to make contributions in excess of the amounts specified herein.

B. 338 Welfare Fund: Companies with employees within the jurisdiction of Local 338 agree to contribute to the Local 338 Health And Welfare Fund, for the purposes of providing a program of Health and Welfare benefits as established by the Trustees of its Trust Fund, for each of their eligible Tier A employees, in accordance with the following schedule:

	<u>Contribution</u>	
Effective Upon Ratification (If before July 1, 2003)	\$218.00	per month
Effective July 1, 2003	\$245.00	per month
Effective July 1, 2004	\$260.00	per month
Effective July 1, 2005	\$275.00	per month
Effective April 1, 2006	\$285.00	per month
1. Contributions for all new Tier A employees shall commence with the first month following the completion of twelve (12) months of continuous employment with the Company. Contributions shall be made no later than the 15th of the month.		
2. The Companies shall provide, at no cost to its employees, such statutory disability and accident insurance coverage as may be required pursuant to the laws of the State of New York.		
3. Contributions by the Employer for Tier B employees shall commence with the first month following twelve (12) months of continuous employment with the Company at the rates set forth below under "single coverage" and after twenty four (24) months at the rate under "family coverage". Contributions shall be made no later than the 15 th of the month.		
<u>Effective Date</u>	<u>Single Coverage</u>	<u>Family Coverage</u>
Upon Ratification (If before July 1, 2003)	\$60.00 per month	\$135.00 per month

July 1, 2003	\$70.00 per month	\$145.00 per month
July 1, 2004	\$75.00 per month	\$155.00 per month
July 1, 2005	\$80.00 per month	\$165.00 per month
April 1, 2006	\$90.00 per month	\$175.00 per month

C. 338 Retirement Fund: The Employer shall pay to the Local 338 Retirement Fund for each employee the sum of \$36.00 per month effective upon ratification (if before July 1, 2003); \$40.00 per month effective July 1, 2003; \$45.00 per month effective July 1, 2004; \$50.00 effective July 1, 2005; and \$60.00 effective April 1, 2006. Contributions shall commence with the first month following the completion of twelve (12) months of continuous employment with the Company. Contributions shall be made no later than the 15th of the month.

D. 338 Dental Fund: The Employer shall pay to the 338 Dental Fund for each Tier "A" employee the sum of \$31.00 and the sum of \$25.00 for each Tier "B" employee employed during the first month of this Agreement. This contribution shall be due and payable for only the first month of this agreement. The Employer shall contribute to the 338 Dental Fund for each Tier "A" employee the sum of \$31.00 and the sum of \$25.00 for each Tier "B" employee employed during the last month of this Agreement. This contribution shall be due and payable for only the last month of this Agreement. Contributions shall be made no later than the 15th of the month.

ARTICLE XVI - NO STRIKES OR LOCKOUTS

A. There shall be no strikes (including sympathy strikes concerning Local 342, or otherwise), sick outs, slowdowns, picketing, boycotts, cessation of work, or other interference with the operation or business of the Companies for any cause whatsoever, nor shall there be any lockout by the Companies for any cause whatsoever, during the life of this Agreement. The Union shall not engage in, incite or encourage such prohibited activities and no employee shall engage in such activities. The provisions of this paragraph shall be inoperative in the event that the Employer is delinquent in making contributions to either the Welfare, Pension Fund, or Dental Fund in accordance with the terms of this Agreement and the Employer has been notified in writing in accordance with the applicable Trust Agreement.

No employee shall be disciplined or discharged for refusal to cross a legal picket line directed against the Employer in its capacity as a primary Employer.

ARTICLE XVII - DISCHARGES

A. No employee who has completed the probationary period may be discharged except for just cause. Within seventy-two (72) hours of discharge, the Company shall mail notice to the Union and to the Association of the discharge.

B. If a grievance is filed and not settled through the grievance procedure, the matter may be submitted to arbitration in the manner herein provided. All discharge grievance settlements shall be reduced to writing, and a copy shall be provided to the Association.

ARTICLE XVIII - NOTICES

A. The Company will give one (1) week written notice of any permanent layoff to the Union and the Association.

B. The Company will give the Union and the Association thirty (30) days notice in advance of the permanent closing of a store, unless timely notice is not possible because of circumstances beyond the Company's control, in which case notice shall be given as soon as possible.

C. The Company shall provide notice to the Union and to the Association at the addresses listed in the forward to this Agreement, unless a change of address is submitted in writing to an authorized representative of the Company.

ARTICLE XIX - EMPLOYEE MEETINGS

A. If a Company requests that an employee attend a meeting:

1. The Company will notify the Union in advance of such meeting.
2. The Company will pay for time spent by the employee in attendance at any meeting requested by the Company during his work schedule and any meeting required by the Company after his work schedule. All pay shall be in accord with this Agreement.

ARTICLE XX - GRIEVANCE AND ARBITRATION PROCEDURE

A. Should differences arise between the Union or the employees and a Company or the Association as to the interpretation, application or enforcement of any provision of this Agreement, they shall be handled in the following manner.

Except in the case of discharge, not later than thirty (30) days following the occurrence of the event grieved, or the date when the employee first knew, or reasonably should have known of the matter grieved (whichever is later), the employee, Union Steward or other Union Representative, must file a written grievance to the Store Manager, or such other person designated by the Company. If not presented in writing within thirty (30) days, the grievance shall be waived, and the action shall not be subject to challenge. In the case of discipline or discharge, a written grievance must be filed within five (5) days of the date of notice to the Union pursuant to Article XVII, or the matter is waived.

Should a Company or the Association have a grievance, it shall present it directly to the Local Union President or his designee and specify the applicable provisions of this Agreement. The grievance shall be filed within thirty (30) days of the event grieved or the date of actual knowledge, or when the filing party was reasonably on notice of the event (whichever is later). Not more than seven (7) days after its presentation, an answer to the grievance shall be submitted in writing to the Company/Association.

B. If the Company and the Union settle a grievance it shall be binding as to the matter settled, but shall not have any precedential affect with respect to any other matter, unless it is reduced to writing and agreed to by the Association in writing.

C. Arbitration

1. In the event the Union, the Employer or the Association are unable to settle the dispute between themselves, the said dispute, at the request of either the Employer, the Association or the Union, shall be submitted to arbitration. In order for arbitration to be invoked, the party requesting arbitration must notify, in writing, the other parties no later than sixty (60) days from the date of the grievance of its intent to arbitrate or the right to arbitrate shall be waived. Once notice of intent to arbitrate is filed, the parties shall have ten (10) days within which to agree on a mutually agreeable arbitrator to handle the dispute. If no agreement is reached, the matter shall be submitted to the Federal Mediation and Conciliation Service, under its rules, for the selection of an arbitrator.
2. The arbitrator shall not have the power to add to, delete from, or modify the provisions of this Agreement.
3. The decision of the arbitrator shall be final and binding upon the Company, Union, Association and employees, subject only to court review pursuant to Section 301 and the American Arbitration Act.
4. The cost of arbitration shall be shared equally between the Company and the Union and the Association if it is a party.

5. The Association is not the employing entity. Accordingly, neither the arbitrator, nor any other tribunal, shall be empowered to award damages, fees, costs or other monetary relief against the Association, or any of its employees or representatives, arising in whole or in part from this Agreement or any of the provisions thereof.
6. This Agreement shall not vest or create in any employee or group of employees any rights or privileges that they or any of them could enforce. All rights, including the rights of enforcement of the provisions of this Agreement and remedies for breach thereof, shall rest solely with the Union.

ARTICLE XXI - UNION VISITATION

A. Representatives of the Union shall have the right to visit any of the Company's covered stores at any time during normal working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no disruption of the Company's business. The Company will provide a bulletin board for the posting of union notices. Such notices shall be confined to official union business.

ARTICLE XXII - UNION STEWARDS

A. Local 338 may elect, or appoint, one (1) Steward in each store. There shall be no more than one (1) Steward per store. The Union may also appoint, or elect, an alternate for each Steward, who shall only be empowered to act when the regular Steward is not present.

B. The Company will permit not more than one Steward from each store to have a scheduled day off, once each year, with eight (8) hours straight-time pay, for the purpose of attending a Union Conference, provided the Employer is notified prior to the posting of the Steward's schedules.

C. No transfers of Shop Stewards shall be permitted.

ARTICLE XXIII - SICK/PERSONAL LEAVE

A. Employees who normally work forty (40) hours or more per week shall, after completing six months of employment be eligible to receive six (6) paid sick days leave per anniversary year. All unused sick leave shall be paid at each anniversary date of hire. The Employer reserves the right to require employees to utilize their sick/personal days during the anniversary year.

B. Employees who normally work less than forty (40) hours a week shall, after completing six (6) months of employment be eligible to receive no less than thirty-six (36) hours sick leave per year. All unused sick leave shall be paid out each anniversary year. The Employer reserves the right to require employees to utilize their sick/personal days during the anniversary year.

C. Except in the case of sickness or emergency the employee must provide at least seven (7) days notice to the store manager with respect to personal days.

D.

ARTICLE XXIV - FUNERAL LEAVE

A. Employees who normally work forty (40) hours a week or more shall be entitled to paid funeral leave for a death in the immediate family, not to exceed three (3) consecutive days (exclusive of any day which the employee is not scheduled to work), one day being the day of the funeral. The immediate family is defined as the spouse, child, parent, or sibling. Proof of death may be required. Funeral pay shall be eight (8) hours straight time pay per day for employees who normally work forty (40) hours a week or more and pro rated for employees who normally work less than forty (40) hours per week, but no less than six (6) hours per day.

ARTICLE XXV - JURY DUTY

A. Employees who normally work forty (40) hours a week or more called for jury duty shall receive the difference between their straight time weekly base pay (based on 8 hours per day for employees, who normally work forty (40) hours a week or more and pro rated as to employees who normally work less than forty (40) hours per week, but no less than six (6) hours per day) and the juror pay received while on jury duty up to a maximum of two (2) weeks per year.

B. In order to receive the benefits of this Article an employee must provide the store manager with adequate notice concerning jury duty and documentation as to money received from the government.

C. On any day when an employee is released early from jury duty, he must make himself available for work, if he can report to his scheduled shift for at least four (4) hours.

ARTICLE XXVI - LEAVE OF ABSENCE

A. The Companies agree to comply with the provisions of the Federal Family and Medical Leave Act.

B. Employees elected or appointed to Union office shall be granted an unpaid leave of absence for the term of their office. Within thirty (30) days of termination of Union office, an employee who so applies shall be restored to his/her former or a similar job without loss of seniority, but without accumulating seniority during the leave of absence.

C. Subject to applicable law, leave may also be granted without pay to employees for reasons acceptable to the Company and for such periods of time the Company deems warranted.

E. All requests for leave in connection with illness or injury shall be accompanied by appropriate written certification from attending physicians. The Company reserves the right to request that employees be examined by a physician designated by the Company at the Company's expense, and/or to communicate directly with the employee's physician concerning his condition and ability to perform the job.

ARTICLE XXVII - MILITARY SERVICE

A. Employees shall be granted leave for military service in accord with federal law.

B. Any employee who is a member of a National Guard or other United States Reserve Military Program who is called to duty or training, shall be eligible for a two (2) week leave of absence (subject to extension in exceptional cases) without pay. Such leave will be in addition to the employee's vacation entitlement, if any.

C. All notices for any military leave of absence must be submitted in writing at least two (2) weeks prior to the start of leave, or upon receipt of orders, whichever is earlier.

ARTICLE XXVIII - HEALTH & SAFETY

A. The Companies, Union and employees shall cooperate to maintain a health and safe working environment in accord with federal and state law. The Companies agree to provide all employees protective equipment that may be required at no cost to employees, who agree to use such equipment and to abide by all safety rules and procedures. From time to time the Companies shall schedule safety training programs, which employees may be required to attend without loss of pay.

B. An employee who is injured on-the-job and who after treatment for the injury is directed by a licensed medical doctor or by a hospital not to continue work, shall be paid for the duration of the shift at straight-time pay for the day on which the injury occurred, which shall not be charged to sick/personal leave, and which shall not be counted for purposes of weekly overtime.

C. The Companies agree not to terminate any employee out on documented disability or worker's compensation leave for a period of six (6) months, during which period the employee shall continue to accrue seniority for all purposes under this Agreement.

ARTICLE XXIX - SUCCESSORS & ASSIGNS

A. This Agreement shall be binding upon the successors, assigns or transferees of each of the Companies and the Union.

B. In the event the Company engages in a transaction to change its identity, ownership, management or affiliation, the Company shall give notice to the union at the commencement of the transaction identifying to the Union the name of other party to the transaction.

ARTICLE XXX - MOST FAVORED NATIONS CLAUSE

A. Notwithstanding anything to the contrary stated in this Agreement, if the Union enters into an agreement with any company within the jurisdiction of the Union covering any unit employees and such agreement contains terms or conditions that are more favorable to any of those companies than the terms and conditions contained in this Agreement, the Union shall notify ISOGRY within one (1) week of entering into such agreement, and said more favorable terms or conditions shall become part of this Agreement as follows. If the Union and ISOGRY cannot agree on whether such terms and conditions are more favorable to the other companies, ISOGRY shall have the option of adopting the other agreement in its entirety. ISOGRY shall make its election within two (2) weeks of notification by the Union, and the new terms or new agreement, as the case may be, shall be effective the date of the election.

B. This Article shall not apply to an agreement covering any store with less than twenty thousand (20,000) sq. ft and less than ten (10) bargaining unit employees.

ARTICLE XXXI - MODIFICATION

This Agreement shall not be modified except by a written document signed by the Union and the Association.

ARTICLE XXXII - UNIFORMS & EQUIPMENT

The Employer shall, at its own cost and expense, furnish and launder the customary store coats, aprons, gowns and all apparel required by the Employer to be worn by any employee, or any other tools or equipment required by the employer and also service such tools and equipment by knowledgeable professionals, at no cost to the employees.

ARTICLE XXXIII - FIRST AID KITS

The employer agrees that every store covered by this Agreement shall have as part of its equipment a First Aid Kit for the use of its employees covered by this Agreement.

ARTICLE XXXIV - NO INDIVIDUAL AGREEMENTS

The Employer will not enter into individual agreements of any kind with an employee, nor accept nor require any security of any kind from an employee.

ARTICLE XXXV - SEPARABILITY

A. The provisions of this Agreement are deemed to be separable to the extent that if and when a legal tribunal renders a final decision ("Decision") adjudging any provision of this Agreement in its application to particular circumstances to be in conflict with any law, such Decision shall not affect the validity of the remaining provisions of this Agreement nor shall it apply to circumstances not contemplated by the Decision. Such remaining provisions shall continue in full force and effect, provided further, that in the event any provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of re-negotiation and agreement on provision or provisions so invalidated.

ARTICLE XXXVI - TERMINATION OF AGREEMENT

A. This Agreement shall become effective as of the _____ and shall continue to, through and including June 30, 2006 ("Termination Date"). Thereafter, this Agreement shall remain in full force and effect unless the Association or the Union shall provide written notice to the other party of the intention to negotiate a new agreement. If timely notice is not provided, this Agreement shall continue in effect from year to year, until the Union or Association shall provide written notice to the other party at least sixty (60) days prior to the annual anniversary of the Termination Date.

B. No later than ninety (90) days prior to the Termination Date, the Association shall provide the Union with a list of companies who have authorized ISOGRNY to negotiate on its behalf, and who will be covered by the new agreement as part of the Unit.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written:

MEMBER COMPANY

By: _____

Date: _____

ASSOCIATION

By: _____

Date: _____

Independent Supermarket Operators
of Greater New York, Inc.

LOCAL 338 RWDSU/UFCW

By: _____

Date: _____

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APPENDIX A

MEMBER COMPANY'S STORES

NAME OR D/B/A	LOCATION

APPENDIX B

WAGES

1. All employees in Tier A on the payroll on the date of ratification shall receive a seventy-five cent (\$0.75) per hour increase in their base hourly wage. Thereafter, they shall receive the following increases in the dates indicated below for their respective tier:

2 nd year	\$0.50
3 rd year	\$0.50
4 th year	\$0.50
42 nd month	\$0.25

2. All employees in Tier B on the payroll on the date of ratification shall receive a fifty cent (\$0.50) per hour increase in their base hourly wage but no less than fifteen dollars (\$15.00) per week. Thereafter, they shall receive the following increases on the dates indicated below for their respective tier:

2 nd year	\$0.40 but no less than fifteen dollars (\$15.00) per week
3 rd year	\$0.40 but no less than fifteen dollars (\$15.00) per week
4 th year	\$0.40 but no less than fifteen dollars (\$15.00) per week
42 nd month	\$0.35 but no less than ten dollars (\$10.00) per week

3. All employees hired on or after the date of ratification shall receive a twenty-five cent (\$0.25) per hour increase in their hiring rate effective on their thirty-first (31st) day of employment and an additional twenty-five cents (\$0.25) on their ninety-first (91st) day of employment. Thereafter, they shall, if employed on the dates indicated in Paragraphs 1 and 2 above, receive the requisite increases set forth above for their category.