

## Your Right to Representation

As a UFWO Local 371 member you have the right to Steward representation during conversations with management or security which may lead to discipline or involve a security investigation. Follow these steps to insure that your right is preserved.

1. DEMAND UNION REPRESENTATION. You must ask for representation before any discipline.

2. REFUSE TO PROCEED WITHOUT UNION REPRESENTATION. If you are denied this right, stay in the room but remain silent.

3. DO NOT MAKE ANY WRITTEN OR VERBAL STATEMENT OF GUILT OR INNOCENCE UNTIL YOU HAVE YOUR UNION REPRESENTATION.

4. DO NOT WAIVE YOUR RIGHTS. If you do so, any statement you make can be used against you.

**My Stewards Are:**

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**My Business Representative Is:**

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**UFCW LOCAL 371 • 800-882-6571**

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**AGREEMENT**

between

**THE GREAT ATLANTIC &  
PACIFIC TEA COMPANY, INC.**

**d/b/a**

**A&P, WALDBAUM'S FOODMART &  
THE FOOD EMPORIUM**

and

**LOCAL 371**

Chartered by

**UNITED FOOD AND  
COMMERCIAL WORKERS UNION**

EFFECTIVE DATE: OCTOBER 1, 2004

EXPIRATION DATE: FEBRUARY 28, 2009

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# **A G R E E M E N T**

THIS AGREEMENT entered into on December 14, 2004 by and between WALDBAUM'S FOODMART, FOOD EMPORIUM ETC and A&P a wholly-owned subsidiary of The Great Atlantic and Pacific Tea Company, Inc., with a place of business at Paterson New Jersey, hereinafter identified and referred to as the Company and Local Union No. 371 chartered by the United Food and Commercial Workers International Union, AFL-CIO located at Westport, Connecticut, hereinafter identified and referred to as the Union, which is a labor organization acting as the agent of the employees of the Company covered by this Agreement.

## **WITNESSETH**

WHEREAS in the manner and to the extent provided in this Agreement, the Company, the Union and the employees in the bargaining unit described in Paragraph 30, hereinafter identified and referred to as the employees desire to enter into an agreement relating to the wages, hours and other conditions of employment for the employees.

NOW THEREFORE, in consideration of the mutual agreements herein contained and the performance by each of the Parties of the terms and provisions of this Agreement all as hereinafter set forth, the Company, the employees and the Union hereby mutually agree as follows:

# ARTICLE 1

## PREAMBLE

**Paragraph 10.** Recognizing that the Company is engaged in a highly competitive business and that the legitimate and mutual interests of the Company and of the employees are directly related to the success of the Company, it is the intent and purpose of the Parties to this Agreement to provide orderly collective bargaining relations among the Company, the employees and the Union; to provide procedure in the manner and to the extent provided in this Agreement for the prompt and peaceful adjustment of disputes or differences which might arise from time to time; to provide for the implementation of the rights and benefits of the employees as described in this Agreement; to provide for the performance of work by the employees in a conscientious and skillful manner which will further efficiency and economy of operation, quality and quantity of performance and the protection of the property of the Company and to assure that there shall be no interference with the operations or the business of the Company during the term of this Agreement.

**Paragraph 11.** Each of the Parties to this Agreement agrees that it is the duty of the Company, the employees and the Union to cooperate fully, faithfully, individually and collectively in the observance of the provisions of this Agreement. In recognition of the principle of a fair day's work for a fair day's pay and to enable the Company to improve production and to achieve maximum efficiency, economy and quality within its operations and to adequately meet competitive conditions and maintain employment, each

employee pledges that he will cooperate with the Company in conserving materials, tools, machinery, equipment and other Company property, encouraging and aiding in the reduction of absenteeism and tardiness and in the observance of Company procedures, regulations and health and safety standards.

**Paragraph 12.** Except as otherwise specifically provided, reference in this Agreement to numbered Articles and Paragraphs refer to correspondingly numbered Articles and Paragraphs in this Agreement.

## **ARTICLE 2**

### **SUCCESSORS AND ASSIGNS**

**Paragraph 20.** This agreement and the conditions and covenants herein shall be binding upon the successors and assigns of the parties hereto.

## **ARTICLE 3**

### **UNION RECOGNITION**

**Paragraph 30.** Subject to the terms of this Agreement and of the National Labor Relations Act, the Company during the term of and to the extent provided in this Agreement recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours and conditions of employment of the employees in the bargaining unit consisting of all employees employed by the Company in the Local 371 jurisdiction on the date of this Agreement, excluding

office and store clerical employees, administrative employees, executives, store managers, assistant store managers, (department managers, Waldbaum's Foodmart only), management trainees, buyers, merchandise specialists, advertising, display, engineering, maintenance and technical employees, employees engaged in quality control, watchmen, guards, professional employees and supervisors as defined in the National Labor Relations Act. The provisions of this Paragraph 30 are intended to describe the employees covered by this Agreement and not any particular work and all references in this Agreement to an employee or employees shall be deemed to include male and female employees as the case may be.

**Paragraph 31.** Each employee in the bargaining unit in the employ of the Company on the effective date of this Agreement who has completed thirty-one (31) days of employment and who is a member of the Union shall, as a condition of continued employment, maintain his membership in the Union during the term of this Agreement. Each employee in the bargaining unit in the employ of the Company on the effective date of this Agreement who has not completed thirty-one (31) days and each new employee in the bargaining unit whose employment begins after the effective date of this Agreement shall, as a condition of continued employment, become a member of the Union on the first (1<sup>st</sup>) day of the week following the completion of thirty-one (31) days of employment and shall thereafter maintain his membership in the Union during the term of this Agreement.



**Paragraph 32.** The Union agrees that it will admit to membership in the Union without discrimination and upon application all present and future employees of the Company within the bargaining unit on the same terms and conditions as have been uniformly applicable to the employees of the Company who became members of the Union prior to the effective date of this Agreement. The Union agrees that membership in the Union shall not be denied, suspended or terminated for any reason other than the failure by an employee to tender to the Union its initiation fee and uniform regular Union dues. For the purposes of full compliance with this Article 3, an employee in the bargaining unit shall be deemed to have satisfied his obligation to the Union as provided in Paragraphs 31 and 32 by his tender to the Union of its uniform initiation fee and its uniform, regular, periodic Union dues. The Union agrees to and does hereby indemnify, defend and save the Company harmless from and against any and all claims, demands, liabilities, lawsuits or any other form of action arising from or related to any action taken by the Company in reliance upon information furnished to the Company by the Union for the purpose of complying with any of the provisions of Articles 3 or 5.

**Paragraph 33.** The Company, the Union and the employees agree that the right to operate and manage the business and the affairs of the Company and the right to select and direct the working forces are vested exclusively in the Company. These rights include by way of illustration and without being limited to the right to determine, control and change emergency, experimen-

tal, operating, production, shift, training, working and store operating assignments and schedules; the right to select, test, train and determine the ability and qualifications of the employees; the right to acquire, control, change, discard, install, remove, sell, transfer and to control and direct the use of buildings, equipment, facilities, machinery, merchandise, stores, warehouses and other facilities; the right to determine, control, plan and change the methods and sources of the sale and disposition of its merchandise, services or supplies; the right to determine, control, plan and change all matters pertaining to inventory, financial policies, accounting procedures, customer relations and the organization of the management staff and the working forces; the right to promulgate, distribute, modify and enforce rules of employee conduct and manuals of operating procedures and safety regulations and to determine, control, direct, plan and change facilities and services on Company premises for the use or benefit of the employees; the right to limit Union activities the distribution of literature and solicitation for money and other purposes on Company property and during working hours; the right to determine, control and change the quality, quantity and the nature of its products, merchandise and services and to introduce, change and operate new or improved methods, facilities, processes or techniques; the right to employ, lay off, discharge, assign, discipline, transfer, retire and promote the employees; the right to determine, control, plan and make changes in work and training assignments, job standards, frequency and standards of inspection, geographical operating areas and practices, store and warehouse layout and the

size of the work force; the right to determine, control, plan and change standards for leave of absence and overtime work schedules; the right to obtain from any source and to contract and sub-contract for materials, services, supplies and equipment; the right to determine, establish and change any form of employee benefits in excess of and in addition to those provided in this Agreement; the right to control, determine, direct, establish, change, consolidate and discontinue the location, operation and the use of its buildings, stores, warehouses or other facilities; the right to maintain discipline and order and to maintain or improve efficiency in its plants, stores, warehouses and offices and within its operations and all other rights pertaining to the operation and the management of the business and the affairs of the Company and the establishment and change of conditions of employment not specifically given in this Agreement to the Union or to the employees provided however, that none of these rights shall be exercised by the Company contrary to any specific provision of this Agreement. The failure by the Company to exercise any of the rights as provided in this Paragraph 33 shall not be construed as a waiver of these rights nor of the right of the Company to control, operate and manage its business. The Union and the employees agree that except as otherwise specifically provided in this Agreement nothing contained in this Agreement shall be construed or deemed to constitute a waiver of or any restriction upon the inherent common law right of the owners and the management of the Company to control, direct, manage, operate, plan and make changes in the business or affairs of the Company.

**Paragraph 34.** None of the provisions of Paragraph 33 shall in any manner limit or restrict the right of the Union to represent the employees in the bargaining unit with respect to wages, hours and conditions of employment as provided in Paragraph 30. Recognizing the nature and the requirements of their duties and responsibilities, it is agreed that nothing in this Agreement shall in any way limit or restrict the manager of any department in any store from performing the work normally performed by the employees in the bargaining unit.

**Paragraph 35.** The Company and the Union agree that the provisions of this Agreement shall be applied without discrimination and without regard to race, color, religious creed, sex, age or national origin and that they will not during the term of this Agreement or at any other time directly or indirectly or in any manner whatsoever apply or attempt to apply any discipline or penalty against any employee who engages or refrains from engaging in lawful Union activities.

**Paragraph 36.** The Union enters into this Agreement on its own behalf and as the collective bargaining representative of the employees in the bargaining unit described in Paragraph 30.

## **ARTICLE 4 UNION REPRESENTATIVES AND STEWARDS**

**Paragraph 40.** A duly authorized representative of the Union may visit the stores for the purpose of conducting Union business, but in so doing shall not interfere with the Company's operations.

**Paragraph 41.** The Union shall have the right to have a principal steward and an alternate shift steward in each of the Company's stores covered by this Agreement.

**Paragraph 42.** Stewards shall be full-time employees of the Company.

**Paragraph 43.** In addition to their seniority rights as regular employees, principal stewards shall have top seniority in layoffs due to lack of work within their respective department and classification.

**Paragraph 44.** No principal steward shall be transferred unless such transfer is mutually agreed upon between the Company and the Union.

**Paragraph 45.** The stewards shall have the authority to handle grievances relating to violations of the provisions of this Agreement upon occurrence of such alleged violations. The method of handling the violations of the Agreement is outlined in the Grievance Procedure.

**Paragraph 46.** The stewards shall not in any way interfere with management in the operation of the store.

**Paragraph 47.** The Union shall furnish yearly an up-to-date list of all stewards and their store locations.

**Paragraph 48.** The Employer shall arrange one (1) day off with pay per contract year to allow one (1) steward per store to attend the annual Shop Stewards Seminar. Store Managers must be notified in advance so that appropriate scheduling arrangements can be made.

## **ARTICLE 5**

# **CHECKOFF OF UNION INITIATION FEE AND DUES**

**Paragraph 50.** During the term of this Agreement, the Company will, at the written request of each employee who signs and delivers to the Company a written authorization form satisfactory to the Company and to the Union, make deductions from their earnings of a uniform initiation fee, regular periodic current Union dues and assessments.

**Paragraph 51.** The amount of an initiation fee and the regular current weekly Union dues and assessments collected by the Company by deductions from the employee's earnings together with a statement in the form satisfactory to the Company designating the name of each employee from whose wages or salaries the deductions were made and the amount of each deduction, shall be mailed to the Treasurer of the Union at its office in Westport, Connecticut not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which such initiation fees, dues, and assessments have been collected. Upon the mailing of the amount of said deductions to the Union, the Company shall be relieved of further liability or responsibility to the Union for said funds and the statement containing the name of each employee and the amount of each deduction shall be deemed to be correct unless within ten (10) days after the mailing of said statement the Union notifies the Company in writing of any error.

**Paragraph 52.** The Authorization for the deduction of the initiation fee, Union dues and assessments, shall be irrevocable by the employ-

ee by whom it was signed for one (1) year following the date it was signed. A notice in writing of any revocation shall be simultaneously delivered to the Company. The Company shall not be liable to the Union for any error in making or failing to make any deduction required by the provisions of this Article. Upon notice in writing to the Company by the Union of an error, the Company will make the appropriate deduction in the next following weekly pay period. The Company shall have the unqualified right to decline to make a deduction or deductions as required by the provisions of this article if deemed necessary by the Company to protect itself against wage assignments, attachments or liens against the wages or salary of an employee.

**Paragraph 53.** The Company may conclusively rely upon a written statement signed by any person purporting to be the authorized representative of the Union stating the amount of the initiation fee, the regular current weekly Union dues and assessments. Unless and until advised in writing by the Union that the amount of its initiation fee and of its uniform regular current weekly dues have been changed in accordance with applicable law, the Company may conclusively presume that the amount of the Union's initiation fee and of its uniform regular current periodic dues are unchanged.

**Paragraph 54.** The Company agrees to deduct weekly from the wages of those employees who have given proper authorization, a Uniform Contribution for ABC/C.O.P.E. The Company's obligation to remit the ABC/C.O.P.E. contribution shall be limited to the amounts, which it actually does deduct from the employees wages.

**Paragraph 55.** The Union agrees to and does hereby indemnify, defend and hold the Company harmless from and against any and all claims, demands, liabilities, obligations, suits or any other form of litigation arising from or related to any action take by the Company in reliance upon any list, statement, notice, information, or authorization for the checkoff of the Union initiation fee, dues, and assessments delivered to the Company by the Union or by an employee for the purpose of complying with any of the provisions of this Agreement.

**Paragraph 56.** In the event of the breach of any of the provisions of Paragraph 60 or of Paragraph 62, all of the obligations of the Company under the provisions of this Article shall forthwith and automatically terminate and shall be of no further force or effect.

## **ARTICLE 6**

### **CONTINUITY OF OPERATIONS**

**Paragraph 60.** The Union and the employees agree that they will not for any reason including without being limited to an alleged or an actual unfair labor practice within the meaning of the National Labor Relations Act, directly or indirectly assist, authorize, cause, condone, encourage, finance, permit, support, threaten or participate in any strike, walkout, sit-down, stay-in, slowdown, boycott, picketing, work stoppage, refusal to work, sanctions, withholding of services or any interference in any form or manner with the operations, production or any of the functions of the Company.



**Paragraph 61.** The Company agrees that except as otherwise specifically provided in Paragraph 224 and except in the event of the breach of the provisions of Paragraph 60, it will not during the term of this Agreement for any reason including an alleged or an actual unfair labor practice within the meaning of the National Labor Relations Act authorize, cause or permit a lockout. For the purposes of this Article Six, the cessation or reduction of any of the operations of the Company for economic reasons or the temporary or permanent discontinuance of all or any part of the operations or of the business of the Company shall not be deemed to be a lockout.

**Paragraph 62.** The Union agrees that in the event that any employee or employees engage or participate in any of the prohibited conduct described in Paragraph 60, the Union shall support and assist the Company in maintaining the continuity of the operations of the Company and that the Union shall forthwith make a good faith effort to bring about immediate compliance with the provisions of this Article Six by any employee or employees who engage in the conduct prohibited by the provisions of Paragraph 60. In the event that any employee or employees engage or participate in any of the prohibited conduct described in Paragraph 60, the Company shall have the right to institute and pursue legal action to enjoin the continuance of said prohibited conduct and the Union agrees that it will not interfere with said legal action by the Company. The Union agrees that such legal action, if initiated or pursued by the Company shall not constitute the exclusive remedy available to the Company nor shall such legal action be construed or deemed to

be a waiver of such other rights or remedies as may be available to the Company under the provisions of law.

## **ARTICLE 7**

### **BULLETIN BOARDS**

**Paragraph 70.**

- (a) The Company agrees to provide space on store Bulletin Boards for the posting of Union notices and bulletins pertaining to the administration of the internal business and affairs of the Union. Each notice and bulletin shall be signed by the Union officer responsible for posting it. There shall be no distribution or posting of any literature not pertaining to the administration of the internal business and affairs of the Union. The Union agrees that it will comply promptly with a request by the Company for the removal of a notice or bulletin, which in the opinion of the Company is contrary to this Paragraph.
  
- (b) The Company will affix to a door or window of its store a UFCW decal of limited size that indicates only that the UFCW represents employees of the store.

## **ARTICLE 8**

### **PROBATIONARY PERIOD**

**Paragraph 80.** The first ninety (90) days of the employment of a new employee shall constitute the employee's trial period during which no transfer, layoff, suspension, discipline or discharge with respect to such employee shall be construed as a violation of this Agreement or cause for or subject to grievance or arbitration. An employee shall have no seniority rights during his trial period.

## **ARTICLE 9**

### **APPRENTICE MEAT CUTTERS**

**Paragraph 90.** Except as otherwise specifically provided in this Article, the apprentice and training period for an apprentice meat cutter shall be two (2) years from the beginning of his employment as an apprentice meat cutter. The apprenticeship and training program shall be prescribed and directed by the Company. The Company and the Union shall review the number of and activity of the Apprentice Meat Cutters so that Apprentices shall have an opportunity to progress in all phases of the meat business. The Company agrees to make available to the apprentice meat cutters a training program designed, in the opinion of the Company, to enable said apprentices to qualify as experienced meat cutters within said two (2) year period.

**Paragraph 91.** At the end of each sixteen (16) weeks of continuous employment as an

apprentice meat cutter, the current and potential ability of the apprentice meat cutter shall be evaluated by the Company and by the Union provided however, that after a consultation with the Union, the evaluation by the Company shall be final. The standard of qualification shall conform, in the opinion of the Company, with the training which the Company has made available to the apprentice meat cutter. In the event of a substandard evaluation at the end of any of said sixteen (16) week periods, the services of said employee as an apprentice meat cutter may then be terminated provided however, that in the event of such termination the Company will endeavor to locate another position within the Company for the affected employee.

**Paragraph 92.** An apprentice meat cutter who successfully completes the apprenticeship and training program in accordance with the standards prescribed by the Company as provided in Paragraph 90 and Paragraph 91 shall be classified as an experienced meat cutter under the provisions of this Agreement.

**Paragraph 93.** Number of Apprentice Meat Cutters. The Company agrees that there shall be not more than one (1) Apprentice Meat Cutter per Meat Department in conventional stores and not more than two (2) Apprentice Meat Cutters per Meat Department in super stores.

**Paragraph 94.** Apprentice Pay Rate. An employee promoted to Apprentice Cutter shall maintain his rate or receive the starting rate listed in the Apprentice schedule, whichever is the higher. If his rate is higher than the starting rate of the Apprentice schedule, he shall receive his next increase in pay after having served the required

period of time in accordance with the apprentice progression scale.

**Paragraph 95.** Nothing in this Agreement or in the work practices of the Parties shall preclude meat clerks from doing stuffing or packaging pre-cut chickens when assigned those duties by the management.

## **ARTICLE 10 SENIORITY**

**Paragraph 100.** In the manner and to the extent provided in this Article, separate departmental seniority shall be applied among the full-time employees who are qualified and available to perform the required work. The standard of qualification for each employee shall be the length of his continuous current employment, his knowledge of the work, his physical fitness, his past experience and his skill and availability to perform the required work at the required time and in the manner determined by the Company. Upon the completion of his probationary period and except as otherwise specifically provided in this Article, seniority as defined in this Paragraph shall accrue to said employee beginning with the first (1st) day of his current employment by the Company. A full-time employee shall have no seniority rights during his probationary period.

**Paragraph 101.** In the event of a layoff of full-time employees in the bargaining unit, seniority as defined in Paragraph 100 within a geographical area of the operations of the Company shall apply in accordance with the following procedure:

- (a) A full-time employee within his classification shall have the right to displace the junior within said classification.
- (b) In the process of a layoff, the junior employee in any job classification within the bargaining unit shall have the right to exercise his seniority through any lower job classification in the following order:

**MEAT**

**DEPARTMENT**

Head Meat Cutter

Meat Cutter

Apprentice Meat Cutter

Full-Time Meat Clerk/Wrapper

Part-Time Meat Cutter

Part-Time Clerk (Meat and Deli)

In the process of a layoff within the job classification of head meat cutter due to a closed-out store, the senior head meat cutter shall have the right to displace the junior employee within said classification.

The Deli Head shall have separate seniority and shall not be subject to being bumped as provided in this Subparagraph (b).

**GROCERY  
DEPARTMENT**

Head Grocery Clerk  
Full-Time Clerk  
Part-Time Clerk  
Courtesy Clerk

**FRONT END  
DEPARTMENT**

Head Cashier  
Full-Time Cashier  
Part-Time Head Cashier  
Part-Time Cashier

**HABA  
DEPARTMENT**

Full-Time  
Part-Time  
Courtesy Clerk

**BAKERY  
DEPARTMENT**

Full-Time  
Part-Time  
Courtesy Clerk

**NON-FOOD  
DEPARTMENT**

Full-Time  
Part-Time  
Courtesy Clerk

**SALAD BAR  
DEPARTMENT**

Full-Time  
Part-Time  
Courtesy Clerk

**PRODUCE  
DEPARTMENT**

Head Produce Clerk  
Full-Time Clerk  
Part-Time Clerk  
Courtesy Clerk

**SEAFOOD  
DEPARTMENT**

Full-Time  
Part-Time  
Courtesy Clerk

**PHARMACY  
DEPARTMENT**

Full-Time Technician  
Part-Time Technician  
Part-Time

**CHEESE  
DEPARTMENT**

Full-Time  
Part-Time  
Courtesy Clerk

- (c) Except in the event of a discharge, an employee will receive one (1) week's notice of a layoff or one (1) week's pay in lieu of a notice of a layoff.

In the event that a full-time employee is laid off, he shall have the option of accepting part-time employment, if it is available, or of accepting a layoff. In the event that the laid off employee elects to exercise his right of seniority by transfer to another store, the full-time employee who is displaced shall have the option of (1) accepting part-time employment, if it is available, at the store in which he is then working (2) accepting full-time employment at another store within the geographical area or (3) accepting a layoff. A full-time employee who accepts part-time employment shall, when full-time employment becomes available, have a preference for full-time employment at the store in which he had previously been a full-time employee. A full-time employee who accepts part-time employment as provided in this Paragraph shall, during the first ninety (90) days of his part-time employment, accrue seniority as a full-time employee for purpose of layoff and recall as provided in Paragraphs 100, 101 and 102 provided, however, that if within said ninety (90) days the employee is not reassigned as a full-time employee, he shall not accrue seniority as a full-time employee.

**Paragraph 102.** Seniority as defined in Paragraph 100 shall apply in the recall of full-time employees within a classification in the bargaining unit as follows:

Full-time employees shall have seniority preference to job openings which may occur within a



period not to exceed six (6) months after their date of layoff. Such preference of employment shall be offered to the employees within an area which reasonably conforms to their former place of employment. If said employees are re-employed within the above six (6) month period after the date of layoff, they shall not lose continuity of employment.

**Paragraph 103.** Part-time employees promoted to full-time shall receive the minimum rate on the full-time scale for the new classification or \$1.00 per hour increase, whichever is greater. If still in progression, they shall progress from that point, otherwise they shall be eligible to receive the general wage increases, if any. Part-time employees promoted to full-time shall receive vacation eligibility on the basis of two (2) full months of part-time employment being equal to one (1) month of full-time employment.

**Paragraph 104.** In the application of seniority in layoffs, displacements or recall, the length of the continuous current employment of a full-time employee shall be computed from the date on which the employee was either employed for or appointed to full-time work within the bargaining unit.

**Paragraph 105.** In matters concerning the layoff and recall of part-time employees, seniority as defined in Paragraph 100 shall apply within each store. Part-time employees in a store which is closed shall retain seniority within a geographical area for a period of ninety (90) days. A part-time employee shall have no seniority rights during his probationary period.

**Paragraph 106.** The rate of pay for a full-time employee who is recalled after a layoff shall be

the rate which the employee was receiving immediately prior to the date of the layoff. The period of a layoff in excess of thirty (30) days shall not be included as time worked in the employ of the Company in applying general wage increases or in applying wage increments, vacation time, vacation pay or other benefits determined by the length of employment.

**Paragraph 107.**

- (a) Promotions to work assignments outside or within the bargaining unit shall be at the sole discretion of the Company. In selecting employees for promotion, the Company will give consideration to the length of continuous current employment along with competence and availability to perform the required work and other factors provided, however, that the selection by the Company shall not be subject to the grievance procedure or to arbitration as provided in Article 24. The Company will make an effort to train senior employees to assist them in qualifying for future higher paid work assignments.
- (b) Courtesy Clerks, General Merchandise, HABA, Cheese, Seafood, Floral and Bakery Clerks shall be given preference in filling conventional part-time Clerk vacancies based on their seniority and qualifications. There shall be a 90-day trial period for those employees appointed to part-time clerk classifications.

**Paragraph 108.** The service of a full-time or a part-time employee during any preceding period shall be disregarded and his seniority, his status as an employee and his eligibility for the benefits applicable to employees in the bargaining unit shall cease and terminate:

- (a) If he quits or resigns.
- (b) If he retires.
- (c) If he is discharged.
- (d) If he qualifies for payments under the permanent disability provisions of the Social Security Act, effective at the time the Social Security Administration acknowledges such qualification.
- (e) If he qualifies for payments under the provisions of the Workers' Compensation Law pertaining to permanent or total disability effective at the time the agency administering said law determines his eligibility for such payments.
- (f) If he is absent from work for any reason for a continuous period exceeding twenty-six (26) weeks provided; however, that except as provided in Subparagraph (e) in this Paragraph 108 pertaining to permanent or total disability, if the employee is unable to work because of an occupational injury incurred in the course of his work as an employee of the Company which is acknowledged by the Company's insurance carrier as compensable under the Workers' Compensation Law, the

period of absence as provided in this Subparagraph (f) shall be extended for the period of time which the insurance carrier continues to make disability payments to said employee for said occupational injury.

- (g) If he does not report for work as scheduled or if he does not report for work within four (4) days after the mailing by the Company of a notice of recall mailed to him at his address last known to the Company unless the failure to report for work was due to bona fide illness or injury requiring confinement or medical treatment by a license physician and provided that the Company receives reasonable advance notice of his inability to report for work.
- (h) If he is not recalled to work within six (6) months from the date he is laid off.

**Paragraph 109.** The Company agrees to furnish to the Union on or about the first (1st) day of February in each calendar year a list of the employees in the bargaining unit on December 31 in the previous calendar year who have completed their probationary period. Said list shall indicate the name of each employee and the date of his current employment. The information on said list shall be deemed to be conclusively correct unless any alleged errors or omissions are called to the attention of the Company in writing by the Union within ninety (90) calendar days after the day on which the list is mailed to the Union.

## **ARTICLE 11**

### **HOURS AND OVERTIME**

**Paragraph 110.** The normal workweek for full-time employees, not including night stocking employees, shall be as follows: Monday through Saturday, as specified below, exclusive of Sunday.

- (I) For full-time employees hired prior to March 20, 1972, the work schedule for (A) the regular straight time 5-day 40 hour work week shall be either (a) four (4) days, each of which shall consist of eight (8) hours of work, exclusive of meal period, between 6:00 A.M. and 6:00 P.M. and one (1) day which shall consist of eight (8) hours of work, exclusive of a meal period, back from store closing time or (2) five (5) days, each of which shall consist of eight (8) hours of work between 6:00 A.M. and 6:00 P.M. and for (B) the holiday straight time 4-day, 32-hour work week shall be either (1) three (3) days, each of which shall consist of eight (8) hours of work, exclusive of a meal period, between 6:00 A.M. and 6:00 P.M. and one (1) day which shall consist of eight (8) hours of work, exclusive of a meal period, back from store closing time or (2) four (4) days, each of which shall consist of eight (8) hours of work, exclusive of a meal period, between 6:00 A.M. and 6:00 P.M. and
- (II) For full-time employees hired on or after March 20, 1972, the work schedule for

(A) the regular straight time 5-day, 40 hour work week shall be five (5) days, each of which shall consist of eight (8) hours of work, exclusive of a meal period, between 6:00 A.M. and store closing time and for (B) the holiday straight time 4-day, 32-hour work week shall be four (4) days, each of which shall consist of eight (8) hours of work, exclusive of a meal period, between 6:00 A.M. and store closing time.

**Paragraph 110-A.** The hours of work for night stocking employees shall be eight (8) consecutive hours per night Monday through Saturday commencing no earlier than 10:00 P.M. except Sundays and Holidays when they may commence no earlier than 12:01 A.M. of the following day. Part-time employees shall be scheduled for no less than sixteen (16) hours a week Sunday through Saturday except during a holiday week when they shall be scheduled for a minimum of 12 hours. Except where the employee requests or agrees to accept fewer hours, a part-time employee shall not be scheduled to work less than four (4) hours during any work day. The work weeks described in this Paragraph 110-A, shall not be deemed a guarantee by the Company that any particular number of hours of work will be available nor in any way limit or restrict the right of the Company to schedule overtime work, to assign work to the employees or to transfer an employee from one job to another or from one store to another provided, however, that a transferred employee shall receive the wage rate applicable to his classification. Any part-time employee

who works more than 35 hours (excluding Sunday hours) for 10 consecutive weeks shall be considered a full-time employee.

**Paragraph 110-B.** In the event the Company establishes a night meat operation, employees on such a night meat operation will receive a premium, above their usual classification rate as follows:

Classified:	75¢ per hour.
Non-classified:	60¢ per hour.

**Paragraph 110-C.** Employees in all other departments working an overnight shift shall receive a premium of fifty (50¢) cents per hour, above their usual classification rate. Effective 10/1/06 premium will increase to seventy-five (75¢) cents per hour for full time employees. Effective 10/1/07 premium will increase to seventy-five (75¢) cents per hour for part time employees.

**Paragraph 111.** Except as otherwise specifically provided in this Paragraph 111, one and one-half (1½) times the straight time wage rate shall be paid for all work scheduled by the Company and performed by an employee:

- (a) In excess of eight (8) consecutive hours in any work day;
- (b) Before 6:00 A.M.; except for Bakery Personnel hired prior to June 26, 1988, who shall be paid overtime before 5:00 A.M.; and Bakery Personnel hired on or after June 26, 1988, who shall be paid a fifty (50¢) cent per hour premium for hours worked between midnight and 5:00 A.M.;

- (c) On Columbus Day and Veteran's Day in Massachusetts;
- (d) On Sunday for taking inventory, by new employees in connection with the opening of a new store or in declared emergencies;
- (e) On the sixth day in a calendar week provided the employee has worked his full schedule during each of the previous five (5) days of that week; excluding part time employees hired after December 16, 2004.
- (f) In excess of forty (40) working hours in any workweek;
- (g) On Sunday for employees hired June 16, 1985 and thereafter, except for Courtesy Clerks and Apprentice Clerks hired after June 26, 1988, who shall be paid a fifty (50¢) cent per hour premium unless otherwise prohibited by law; and
- (h) All employees hired or promoted to full time after December 16, 2004 shall receive the following amounts for work on Sunday:
 

Up to 18 months	\$1.50 per hour
After 18 months	Time and one-half pay
- (i) For those hours worked between 6:00 P.M. and 9:00 P.M. on New Year's Eve by those employees prior to June 16, 1991 who so volunteer to work, if the Company should decide to remain open for business on that night, provided,



however, that if there are not a sufficient number of volunteers to work until 9:00 P.M., the employer may require employees, by scheduling employees in inverse order of seniority to work until 9:00 P.M. All employees hired after June 16, 1991 shall be paid their regular hourly rate for work performed between 6:00 P.M. and 9:00 P.M., on New Year's Eve.

(j) On the six major holidays for all full and part-time employees, except courtesy clerks, hired or promoted on or after June 26, 1994. Courtesy Clerks hired on or after June 26, 1994 shall be paid a fifty (50¢) cent per hour premium for hours worked on the six (6) major holidays.

(k) "New part time employees hired after December 16, 2004 shall receive holiday premiums based on the following schedule:

9-18 months of service - \$1.50 per hour  
Over 18 months - Time and  
one-half hourly pay

(l) Newly hired or promoted full time employees after December 16, 2004 shall receive holiday premiums based on the following schedule:

0-90 days - Straight time hourly pay  
More than 90 days - Time and one-half  
hourly pay

Except as otherwise specifically provided in this Paragraph 111, two (2) times the straight time wage rate shall be paid for all work performed at

the request of the Company on Sunday, and by employees hired before June 26, 1994 on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The holidays as provided in this Paragraph 111 will be observed on the day prescribed, if any, in any applicable federal or state statutes. Overtime shall be computed and paid on a daily basis. There shall be no duplication or pyramiding of overtime or premium rates of pay and/or other premium compensation and when any particular work is subject to or falls within two (2) or more overtime or premium rates of pay and/or other premium classification either under this Agreement or as a matter of law, only the highest applicable single overtime or other premium wage rate shall be paid. An employee who relieves a department manager will receive time and one-half (1?) for all hours worked over forty (40) hours in a workweek. An employee who relieves a manager on a Sunday or holiday will receive the premium that they are otherwise eligible for.

**Paragraph 112.** The Company will schedule the most available part-time hours on a weekly basis within each part-time job classification within each store to the senior part-time employees who are regularly available for the offered hours of work. The assignment of Sunday, holiday and overtime hours of work for full-time and part-time employees shall be offered by classification within a department, and if there are not sufficient employees available to the Company under this method, employees will be required to work and will be assigned on the basis of inverse seniority.

**Paragraph 113.** A part-time employee especially called in to work by the Company outside of his regularly scheduled work shift shall be provided with four (4) hours of work and shall be paid at his straight time wage rate.

**Paragraph 114.** Working schedules in ink will be posted on the bulletin board in each store not later than 3:00 P.M. on Friday of each week to inform employees of their work assignments and work schedules for the following week. Working schedules are subject to adjustments by the Company to meet changing conditions. An employee may not change his work schedule without the prior approval of his department manager or store manager.

## **ARTICLE 12 WAGES**

**Paragraph 120.** During the term of this Agreement, the straight time wage rates to be paid to employees in the Bargaining Unit shall not be less than those stated in the following schedule:

### **FULL-TIME EMPLOYEES**

General Wage Increases shall be applicable to all members/employees who are receiving the top rate of pay for their respective classifications or more, when such increases occur.

### Full Time Employees and Part Time Employees

	10-03-2004	12-04-2005	03-04-2007	03-02-2008	10-03-2008
Full Time Employees	\$25 per week	\$20 per week	\$20 per week	\$20 per week	\$15 per week
Part Time Employees earning top of their respective scale.	\$0.30 per hour	\$0.20 per hour	\$0.20 per hour	\$0.20 per hour	\$0.15 per hour

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### Hourly Increases for Part Time Employees Hired after Ratification

	After 60 Days of Employment	Additional 13 Months	Additional 12 Months	Additional 12 Months	Additional 8 months
Part Time Employees	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20

**Hourly Increases for Part Time Courtesy/Apprentice Clerks  
Employed after Ratification**

	After 90 Days of Employment	Additional 13 Months	Additional 12 Months	Additional 12 Months	Additional 8 months
Part Time Employees	\$0.20	\$0.15	\$0.15	\$0.15	\$0.15

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<b>HEAD MEAT CUTTER</b>	<b>\$726.50</b>	<b>HEAD MEAT CUTTER</b> <b>(hired prior to 6/26/94)</b>	<b>\$826.50</b>
<b>MEAT CUTTER</b>	<b>\$720.00</b>	<b>MEAT CUTTER</b> <b>(hired prior to 6/26/94)</b>	<b>\$820.00</b>
<b>PART-TIME MEAT CUTTER</b>	<b>\$18.00</b>	<b>PART-TIME MEAT CUTTER</b> <b>(hired prior to 6/26/94)</b>	<b>\$ 20.50</b>

**DELI MANAGER**

Step 1 Start	\$475.00
Step 2 6 Months	\$495.00
Step 3 6 Months	\$515.00
Step 4 6 Months	\$535.00
Step 5 6 Months	\$555.00
Step 6 6 Months	\$575.00
Step 7 6 Months	\$615.00

**HEAD CASHIER**

Step 1 Start	\$425.00
Step 2 6 Months	\$445.00
Step 3 6 Months	\$465.00
Step 4 6 Months	\$485.00
Step 5 6 Months	\$505.00
Step 6 6 Months	\$525.00
Step 7 6 Months	\$565.00

**APPRENTICE CUTTER**

First 4 Months	\$300.00
After 4 Months	\$340.00
After 8 Months	\$380.00
After 12 Months	\$420.00
After 16 Months	\$460.00
After 20 Months	\$500.00
After 24 Months	\$720.00

**Full-Time Scale:**

Step 1 Start	\$345.00
Step 2 6 Months	\$365.00
Step 3 6 Months	\$385.00
Step 4 6 Months	\$405.00
Step 5 6 Months	\$425.00
Step 6 6 Months	\$445.00
Step 7 6 Months	\$482.00

**Full-Time Pharmacy Technician:**

Step 1 Start	\$400.00
Step 2 6 Months	\$420.00
Step 3 6 Months	\$440.00
Step 4 6 Months	\$460.00
Step 5 6 Months	\$480.00
Step 6 6 Months	\$500.00
Step 7 6 Months	\$520.00
Step 8 6 Months	\$540.00

**Service Department Clerks:**

Step 1 Start	\$6.75
Step 2 3 Month	\$6.90
Step 3 6 Months	\$7.10
Step 4 6 Months	\$7.35
Step 5 6 Months	\$7.65
Step 6 6 Months	\$8.00

**Courtesy Clerks:**

Step 1 Start	\$6.75
Step 2 3 Month	\$6.90
Step 3 6 Months	\$7.05
Step 4 6 Months	\$7.20
Step 5 6 Months	\$7.35
Step 6 6 Months	\$7.50

**"Service Meat Cutter" position with the progression:**

Start	\$ 9.50 per hour
6 months	\$10.00 per hour
12 months	\$11.00 per hour
18 months	\$12.00 per hour
24 months	\$15.00 per hour

**Minimum Wage** – In the event that the federal or state minimum wage changes to a rate that is above the initial step on any wage scale in this contract, the Company may make said minimum wage the initial step on said wage scale, and the employee shall advance through the scale on the same time intervals applicable to the subsequent steps.

**Note 1** The weekly compensation for Head Produce Clerk\* shall be four (\$4.00) dollars per week in addition to the weekly compensation for the full-time clerk.

**Note 2** A part-time clerk shall receive forty-five (45¢) cents per hour additional hourly compensation (in addition to the wage rate for a part-time clerk) for all hours worked as a head cashier.

**Note 3** A courtesy clerk does not ring cash registers, stock shelves or process trucks.

**Note 4** Bakery Department personnel hired after June 26, 1988 shall receive a fifty (50¢) cent per hour premium for hours worked between midnight and 5:00 a.m.

**Note 5** The weekly compensation for all appointed Head Grocery Clerks shall be twenty (\$20.00) dollars per week in addition to the weekly compensation for the full time clerk. Effective February 6, 2005 those clerks functional as 4th key will receive \$30.00 per week in addition to their weekly compensation.

**Note 6 Clerk Apprentice** – A new classification of Clerk Apprentice shall be established for part time employees hired after December 16, 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 with the same benefits as courtesy clerks until they become regular part time clerks. Once the employee has attained age eighteen (18), and has met all eligibility requirements, the employee, will be classified as a regular part time clerk. All Clerk Apprentices classified as regular part time clerks will retain their original seniority.”

**Paragraph 121.** An employee who substitutes for a Department Manager or a Department Head shall receive the following premiums, as indicated for said substitution: Those employees substituting for Seafood Head and Floral Head will only be eligible for weekly pay. They are not eligible for daily substitution pay.

Note: In Food Emporium the Lead Chef will be paid as a Bakery Manager.

**Meat Department:**

For each full day: Seven (\$7.00) Dollars

For each full week: Forty (\$40.00) Dollars

**Produce Department:**

For each full day: Three (\$3.00) Dollars

For each full week: Thirty-five (\$35.00) Dollars

**Deli Head:**

For each full day: Three (\$3.00) Dollars

For each full week: Thirty-five (\$35.00) Dollars



**Bakery Head:**

For each full day                      Three (\$3.00) Dollars

For each full week: Thirty-five (\$35.00) Dollars

**Seafood Head:**

For each full week: Thirty-five (\$35.00) Dollars

**Floral Head:**

For each full week: Thirty-five (\$35.00) Dollars

The weekly totals represent the maximum premium that an employee shall receive for relieving a Department Manager or Department Head for a full week.

**Paragraph 121A.** For the purpose of determining and computing wages, sick pay, holiday pay and vacation pay, night stocking employees who work between 10:00 p.m. on one calendar day and 7:00 A.M. on the following calendar day shall be paid fifty (50¢) cents per hour premium in addition to the wage rates for full-time or part-time clerks, as the case may be.

**Paragraph 122.** An employee hired over the contract wage rate shall receive the next higher progression wage rate.

**Paragraph 123.** Establishing Department Volume / Premium: Bakery, Seafood, Floral, and Pizza Department Heads.

1. The Average volume in all departments will be established, once a year on the General Wage Increase Dates, for the twelve (12) months prior to the General Wage Increase Dates. The average volume for departments opened after this period will be established, based on the 12 weeks immediately following the first 2 weeks of store/department opening.

The Department Head, will receive a \$1.00 per hour premium, for the first fourteen (14) weeks, until the average department volume is established.

Bakery

- "A" Stores over \$10,000  
\$2.50 per hour, not to exceed \$805 wk
  - "B" Stores \$7,000 - \$ 9,999  
\$2.00 per hour, not to exceed \$785 wk
  - "C" Stores \$5,000 - \$ 6,999  
\$1.50 per hour, not to exceed \$765 wk
  - "D" Stores less than \$ 5,000 -  
\$1.00 per hour, not to exceed \$745 wk
- Scratch Bakery Manager Store 362 West Hartford

Floral

- "A" Stores over \$ 5,000  
\$2.00 per hour, not to exceed \$665 wk
- "B" Stores \$4,000 - \$ 4,999  
\$1.50 per hour, not to exceed \$645 wk
- "C" Stores \$3,000 - \$ 3,999  
\$1.00 per hour, not to exceed \$625 wk
- "D" Stores less than \$ 3,000  
\$ .50 per hour, not to exceed \$605 wk

Seafood

- "A" Stores over \$10,000  
\$2.00 per hour, not to exceed \$665wk
- "B" Stores \$6,500 - \$ 9,999  
\$1.50 per hour, not to exceed \$645 wk
- "C" Stores \$4,500 - \$ 6,499  
\$1.00 per hour, not to exceed \$625 wk
- "D" Stores less than \$ 4,500  
\$ .50 per hour, not to exceed \$605 wk

## Pizza Shop

- "A" Stores      over \$3,000  
    \$1.00 per hour, not to exceed \$710
- "B" Stores      \$1,500 - \$2,999  
    \$ .50 per hour, not to exceed \$690

2. These premiums should be included in computing sick pay, holiday pay and vacation pay.

## **ARTICLE 13 HOLIDAYS**

**Paragraph 130.** Each full-time employee who qualifies under this Article shall receive eight (8) hours of pay at his straight time wage rate which shall not be included in his accumulated weekly working hours for the following holidays:

### **Employees in Connecticut**

- New Year's Day
- Employee's Birthday
- Memorial Day
- Employment Anniversary
- Independence Day
- 4 Personal Days
- Labor Day
- Thanksgiving Day
- Christmas Day

**Note:** "Employees in Connecticut" – Employee's Birthday (employees hired prior to 6/29/97) and Employment Anniversary (employees hired prior to 6/29/97)

"Employees may use a Personal Day for the Martin Luther King Holiday. Available for a Personal day will be basis on seniority and the needs of the business. Request for Personal Day will not be reasonably denied."

Full time employees hired after 6/28/97 shall receive New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day holidays after ninety (90) days employment with two (2) additional personal days after one (1) year of service in the first half of the calendar year and two (2) additional personal days after one year of service in the second half of the calendar year.

Part time employees other than courtesy clerks hired after 6/28/97 shall receive New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day holidays after nine (9) months of service. Courtesy Clerks hired after 6/28/97 shall receive 6 named holidays after one (1) year of service. All part time employees hired after 6/28/97 shall receive two (2) additional personal days after two (2) years of service in the first half of the calendar year and two (2) additional personal days after two (2) years of service in the second half of the calendar year.

Each paid holiday as provided in this Paragraph, not including the holidays designated as Birthday, Personal Day and Employment Anniversary, will be observed on the day prescribed, if any, in applicable federal or state statutes. Personal holiday shall be taken at a time that is mutually agreed upon between both Employer and employee (with a minimum of one week's notice), but in no event during a holiday week.

"Courtesy clerks and Apprentice clerks hired on or after December 16, 2004 shall receive 6 named holidays after two (2) years of service."

**Paragraph 131.**

- (a) Part-time employees hired before June 26, 1994: Each part-time employee other than a Courtesy Clerk, who has been in the continuous employ of the Company for nine (9) months or more, and each courtesy clerk who has been continuously employed by the Company for one (1) year or more, shall receive holiday pay in accordance with the scale below, which shall not be included in his accumulated weekly working hours.

Less than twenty-four (24) hours:

Four (4) Hours of Pay

Twenty-four (24) to thirty (30) hours:

Five (5) Hours of Pay

Thirty (30) to thirty-five (35) hours:

Six (6) Hours of Pay

Thirty-five (35) hours and over:

Seven (7) Hours of Pay

The formula used to establish the appropriate holiday pay hours will be the vacation eligibility formula. It is understood that New Year's Day will be paid based on the preceding Christmas holiday eligibility.

- (b) Part-time employees hired on or after June 26, 1994 will be eligible for holiday pay for the minor holidays (Personals, Anniversary, and Birthday) after two (2) years of continuous service. Eligibility for

the major holidays is the same as described in Paragraph 131(a).

**Paragraph 132.** An employee who is eligible for a holiday designated as Birthday, Personal Day or Employment Anniversary shall notify his Store Manager not less than seven (7) and not more than fourteen (14) calendar days in advance of the date on which the employee desires to take each of said holidays. The paid holiday for an otherwise eligible employee who does not notify his Store Manager as provided in this Paragraph shall be taken on a day as determined by his Store Manager.

**Paragraph 133.** The holiday pay for each of the holidays provided in this Article shall be paid only to each eligible employee who has completed his trial period and who has actually worked for the Company during the week in which the holiday occurs and on his full scheduled work day immediately before and immediately after the holiday unless the failure to work during said week or on one or both of said days was due to:

- (a) Authorized Funeral Leave
- (b) Authorized Vacation
- (c) Bona fide illness or injury requiring confinement or medical treatment by a licensed physician, provided that the Company may require an employee claiming holiday pay to deliver to the Company a certificate of illness or injury by the attending physician for the days on which holiday pay is claimed.

The exception to the period of actual work in the employ of the Company because of illness or injury shall extend for a period of thirty (30) days from the beginning of the illness or the date of a non-occupational injury and shall extend for a period of thirteen (13) weeks from the date of an occupational injury.

**Paragraph 134.** The holiday pay for an employee transferred from one state to another during the week in which a holiday occurs shall be determined as follows:

- (a) Where the transfer is temporary, the holiday pay shall conform with the schedule applicable to the store from which the employee was transferred.
- (b) Where the transfer is permanent, the holiday pay shall conform with the schedule applicable to the store to which the employee was transferred.

## **ARTICLE 14 VACATIONS**

**Paragraph 140.** In the manner and to the extent provided in this Article, each employee, except Courtesy Clerks hired after April 25, 1982, who has worked continuously for the Company for one (1) full year shall be entitled to a vacation with pay determined by the length of his continuous employment by the Company as follows:

**LENGTH OF  
CONTINUOUS EMPLOYMENT****WEEKS OF  
PAID VACATION**

One (1) year or more and less than two (2) years	One (1) Week
Three (3) years or more and less than five (5) years	Two (2) Weeks
Five (5) years or more and less than twelve (12) years	Three (3) Weeks
Twelve (12) years or more and less than twenty (20) years	Four (4) Weeks
Twenty (20) years or more	Five (5) Weeks

Courtesy Clerks hired after April 25, 1981 shall be eligible for vacation with pay after two (2) years of continuous employment. The amount of paid vacation for each eligible employee shall be determined in the manner provided in Paragraphs 142, 143, 145. The paid vacation in each calendar year for an otherwise eligible employee who has not completed more than two (2) full years of employment shall apply to each employee who is actually working for the Company on his employment anniversary and at the end of the last pay period before his assigned vacation period as provided in Paragraph 143. The amount of earned vacation as provided in this Paragraph shall be paid to an employee whose employment is terminated and in the event of the death of an employee, the amount of earned vacation shall be paid to his estate.

**Paragraph 141.** The vacation period in each calendar year shall begin on January 1st and shall terminate on December 15th. Vacation selection shall be as follows:



<u>Time period</u>	<u>(5) Weeks</u>	<u>(4) Weeks</u>	<u>(3) Weeks</u>
January 1st – March 1st	1	1	1
March – May	1	–	–
May – September	2	2	2
September - December	1	1	–

Changes can be made by mutual agreement between the employer and the employee. Vacation selection must be posted by 12/15 (prior year) for the January – May time period. Vacation selection for the remaining time periods must be posted by 03/01 each year.

**Paragraph 142.** Eligibility for Vacation Benefits as of January 1st:

Once an employee has qualified for and receives one (1) week of vacation benefits (pay and time off) he is thereafter eligible for one week of additional vacation with pay as of January 1st of the succeeding year. The second week of vacation shall be taken on or after the second anniversary date.

Once an employee has qualified for and received two (2) weeks of vacation benefits (pay and time off) he is thereafter eligible for two (2) weeks of vacation benefits as of January 1st of each succeeding year.

Eligibility for third, fourth and fifth weeks of vacation is effective on January 1st of the year in which the appropriate anniversary occurs.

All vacation time earned shall be taken during the year in which eligibility occurs.

**Paragraph 143.** The vacation period for each eligible employee shall be determined by mutual agreement between the employee and the Company and shall take into consideration the seniority of the employee, the necessities of pro-

duction and customer service and the efficient operation of the business of the Company. When possible to do so without interfering with efficient operations, in the scheduling of vacations, the Company will endeavor to give preference to (1) department managers (2) full-time employees with the longest continuous full-time service and (3) part-time employees with the longest continuous part-time service. Notwithstanding any of the other provisions of this Paragraph 143, by mutual agreement in writing between an eligible employee and the Company, the employee may take all or part of his vacation during the winter vacation period.

**Paragraph 144.**

- (a) Full-time employees are to receive forty (40) hours for each week of vacation, subject to paragraph 145.
- (b) Vacations for eligible part-time employees shall be paid on the basis of their average regular straight time hours and Sunday hours worked for the year directly prior to their eligibility date times their current hourly rate of pay (weeks not worked while employees were on vacation and holiday weeks not worked in the year directly prior to the employee's eligibility date shall not be counted as weeks worked in figuring the employee's average hours worked).

**Paragraph 145.** The vacation with pay in each calendar year for an otherwise eligible full-time employee at the time of the first or the second anniversary of his employment by the

Company shall apply only to each full-time employee who has worked for the Company for not less than fifteen hundred (1500) hours during the fifty-two (52) weeks period immediately preceding his vacation eligibility date. The vacation pay in each calendar year for an otherwise eligible employee who has completed two (2) full years of continuous employment for the Company shall apply only to each full-time employee who is actually working for the Company on the first day of that calendar year and at the end of the last pay period before his assigned vacation period as provided in **Paragraph 141** and who has worked for the Company for not less than fifteen hundred (1500) hours during the previous calendar year. In computing the fifteen hundred (1500) hours of work, the amount of time for jury duty as provided in Article Twenty-one shall be considered as time worked for the Company. An otherwise eligible employee who during the fifty-two (52) week period immediately preceding his vacation eligibility date or during the previous calendar year, as the case may be, is unable to work for fifteen hundred (1500) straight time hours because of an occupational injury or illness incurred in the course of his work as an employee of the Company shall be entitled to a pro rata vacation with pay or the equivalent vacation pay on the basis of the number of hours of actual straight time work during the said fifty-two (52) week period or calendar year, as the case may be, divided by two thousand (2000). The provisions of this paragraph requiring fifteen hundred (1500) hours of work during a previous fifty-two (52) week period shall not apply to an employee who has completed three (3) full years of continuous active employment by the Company.

**Paragraph 146.** Except by mutual agreement between an eligible employee and the Company, the vacation with pay as provided in this Article shall be taken by all eligible employees during each calendar year as accrued and may not be accumulated for use in a subsequent calendar year. Each employee who qualifies for vacation pay as provided in this Article shall receive the amount of vacation pay to which he is entitled not later than his last working day preceding the beginning of his vacation.

**Paragraph 147.** In the event that a paid holiday as provided in Paragraph 130 falls within the vacation period of a full-time employee, the employee may, after making satisfactory arrangements with the Store Manager, take an additional day of paid vacation either immediately before or immediately following his vacation period. In the event that a paid holiday as provided in Paragraph 130 falls within the vacation period of a part-time employee, the employee shall receive an additional four (4) hours of pay at his straight time wage rate in addition to his vacation pay as provided in Paragraph 144.

## **ARTICLE 15 SICK LEAVE**

**Paragraph 150.** Each full-time employee who has completed his probationary period and who is unable to work because of illness or off-the-job injury and who so notifies the Company, shall receive nine (9) days of sick leave with pay during each contract year. Those employees whose eligi-

bility commences in mid-contract year, shall receive sick pay on the basis of six (6) hours per month of full-time continuous service with the Company from the end of his probationary period until the beginning of the new contract year. The working days immediately preceding and immediately following a paid holiday shall not be included as paid sick leave days. Full time employees hired or part-time employees promoted to full time after 6/28/97 shall be eligible for five (5) days of sick leave per year after completing one (1) year of service.

"Part time Food Emporium employees with more than 2 (two) years of service shall receive 12 (twelve) hours of paid sick leave per contract year, effective 10/03/2005, pursuant to present contract language for part time sick leave utilization and pay."

**Paragraph 151.**

- Each part-time employee, including courtesy clerks hired before June 26, 1994, who have worked continuously for the Company for two (2) years and who is unable to work because of illness or off-the-job injury and who so notifies the Company shall receive twenty-four (24) hours of sick leave with pay during each contract year of his continuous employment by the Company provided however, that the working days immediately preceding and immediately following a paid holiday shall not be included as paid sick leave days. Those part-time employees hired prior to June 26, 1994 that become eligible for paid sick leave during the contract year, shall acquire paid sick

leave on the basis of two (2) hours per month, until the beginning of the new contract year, when they shall become eligible for twenty-four (24) hours per contract year.

- Each part-time employee, excluding courtesy clerks, hired on or after June 26, 1994, who have worked continuously for the Company for two (2) years shall be eligible for twelve (12) hours of sick leave per year and such sick leave shall be paid for all unused sick pay.
- Those part-time employees that become eligible for paid sick leave during the contract year, shall acquire paid sick leave on the basis of 1 (one) hour per month.

**Paragraph 152.** An otherwise eligible employee who is unable to report for work because of illness or off-the-job injury requiring confinement or medical treatment by a licensed physician shall upon application to the Company receive sick leave with pay, computed on the basis of his straight time wage rate and the time for which an employee receives sick leave compensation shall not be included in his accumulated weekly working hours. The compensation for sick leave as provided in this Article shall apply only within a single contract year and shall not be cumulative from year to year. An employee shall receive payment at the end of each contract year for the full amount of his unused sick leave for that contract year. An otherwise eligible full-time employee who retires

or dies during a contract year shall, at the time of retirement or death, receive payment of his unused sick leave for that contract year. Unused sick leave will be paid to full-time employees who are laid-off. If such employee is recalled to work in the same contract year, he or she shall not be eligible for paid sick leave until the beginning of the next contract year. Any full-time employee reduced to part-time for economic reasons shall receive all unused full-time sick leave as a refund at the time of reduction.

## **ARTICLE 16 HEALTH AND WELFARE**

**Paragraph 160.** During the term of this Agreement, the Company will make monthly contributions to the Local 371 Amalgamated Welfare Trust Fund located at Westport, Connecticut, hereinafter called the Welfare Trust Fund for the benefit of each eligible full-time and part-time employee covered by this Agreement who is actually working and earning wages in accordance with the following schedule:

### **Paragraph 160 (a).**

For each full-time employee beginning on the first (1<sup>st</sup>) day of the month following the completion of thirty-one (31) days of service:

<u>1/01/05</u>	<u>10/01/06</u>	<u>10/01/07</u>	<u>10/01/08</u>
\$500.00	\$540.00	\$575.00	\$625.00

**Paragraph 160 (b).**

For each part-time employee hired prior to December 16, 2004 excluding courtesy clerks and apprentice clerks beginning on the first (1<sup>st</sup>) day of the month following the completion of nine (9) months of continuous active employment by the Company:

<u>1/01/05</u>	<u>10/01/06</u>	<u>10/01/07</u>	<u>10/01/08</u>
\$130.00	\$140.00	\$150.00	\$160.00

"Part time employees hired on or after December 16, 2004 shall be eligible for health and welfare contributions on the first of the month following 2 (two) continuous years of service"

**Paragraph 160 (c).**

For each part-time courtesy clerks hired prior to December 16, 2004 beginning on the first (1<sup>st</sup>) day of the month following the completion of twenty-four (24) months of continuous active employment by the Company:

<u>1/01/05</u>	<u>10/01/06</u>	<u>10/01/07</u>	<u>10/01/08</u>
\$130.00	\$140.00	\$150.00	\$160.00

The amount of contributions by the Company to the Welfare Trust Fund during the term of this Agreement shall be governed exclusively by the provisions of this Paragraph.

**Paragraph 161.** The Company will make contributions to the Welfare Trust Fund for the benefit of an otherwise eligible full-time employee who is unable to work because of a bona fide illness or injury during the period covered by six (6) monthly contributions on and after the beginning of the illness or the date of the injury.



The obligation of the Company to make the contributions to the Welfare Trust Fund as provided in this Paragraph shall not apply for an employee who is absent from work because of (1) a work stoppage in violation of the provisions of this Agreement or (2) illness, injury or disability (a) incurred during the course of self-employment or gainful employment other than as an employee of the Company (b) which is self-imposed or which results from the use of non-prescription drugs or (c) for which the employee is entitled to received compensation from any other source except as insurance policy or policies purchased and paid for by the employee. Before continuing the contributions for an employee who is unable to work as provided in this Paragraph, the Company reserves the right to make its own investigation with respect to the nature or term of the illness or injury of an employee including examination by a doctor selected and paid for by the Company and the right to require a statement signed by the employee's doctor stating the nature of the illness or injury and the actual or estimated date the employee will be able to return to his assigned job and an authorization by the employee directing his doctor to release to the Company any information requested by the Company to enable the Company to investigate the illness or injury.

**Paragraph 162.** The Welfare Trust Fund shall be established under an Agreement and Declaration of Trust which shall conform with all the provisions of the Labor-Management Relations Act of 1947 as amended and the Employee Retirement Income Security Act of 1974. The Declaration of Trust shall not conflict with any of the provisions of this Agreement and

shall provide that the Welfare Trust Fund shall at all times conform in all respects with the requirements of the Internal Revenue Code for the express purpose of enabling the Company at all times to treat its contributions to the Welfare Trust Fund as a valid deduction for income tax purposes. The Company will make contributions to the Welfare Trust Fund in accordance with the reasonable procedures requested by the Trustees of the Fund to the extent that the Company considers said procedures convenient and adaptable to its record-keeping procedures, amount of said contributions, the Company is and shall be relieved of all further obligation to the Welfare Trust Fund, the Union or the employees with respect to said payment. The Company agrees that an independent certified public accountant engaged at the expense of the Trustees of the Welfare Trust Fund may make an annual audit of the wage records of the Company pertaining to the employees included in the Welfare Trust Fund at a time and place mutually agreed upon between the Company and the certified public accountant for the purpose of determining the accuracy of the contributions to the Welfare Trust Fund.

## **ARTICLE 17**

### **PENSION PLAN**

**Paragraph 170.** During the term of this Agreement, the Company agrees to make payment to the United Food and Commercial Workers International Union – Industry Pension

Fund located at Chicago, Illinois, hereinafter called the Pension Fund for the benefit of each full-time employee covered by this Agreement who has completed his probationary period. The payment to the Pension Fund for the benefit of each full-time employee shall be made on the first day of the month immediately following the completion of his probationary period. The Company will continue with its practice of paying pension upon 30 days of employment.

**Paragraph 171.** During the term of this Agreement, the Company will make contributions to the Pension for each eligible full-time employee in accordance with the present premium schedule.

Effective	10/03/05	10/03/06	10/03/07	10/03/08
Full Time	\$135.00	\$136.67	\$138.34	\$140.04

The monthly contribution to the Pension Fund will be made for the benefit of each eligible full-time employee who performs work in that month.

**Paragraph 172.** The Company will make contributions to the Pension Fund for the benefit of an otherwise eligible full-time employee who is unable to work because of a bona fide illness or injury during the period covered by six (6) months of contributions on and after the beginning of the illness or the date of the injury, the obligation of the Company to make the contributions to the Pension Fund shall not apply for an employee who is absent from work because of (1) a work stoppage in violation of the provisions of this Agreement or (2) illness, injury, or disability incurred during the course of self-employment or

gainful employment other than as an employee of the Company or which is self-imposed or which results from the use of non-prescription drugs. Before continuing the contributions for an employee who is unable to work as provided in this Paragraph, the Company reserves the right to make its own investigation with respect to the nature or term of the illness or injury by an employee including without being limited, to examination by a doctor selected and paid for by the Company and the right to require a statement signed by the employee's doctor stating the nature of the illness or injury and the actual or estimated date the employee will be able to return to his assigned job and an authorization by the employee directing his doctor to release to the Company any information requested by the Company to enable the Company to investigate the illness or injury. In the event of an extended absence for illness or injury, the Company agrees to continue full-time pension contributions for a period not to exceed six (6) months.

**Paragraph 173.** The Company will provide and maintain during the term of this Agreement a pension plan for the benefit of each part-time employee covered by this Agreement who is 21 years of age or older and who has completed one (1) year of continuous part-time employment and who actually works for seven hundred fifty (750) hours or more in each calendar year. The pension plan for part-time employees shall be identified as the Part-Time Pension Plan and which shall be separate and distinct from the Pension Fund for the full-time employees.

#### **Paragraph 174.**

- The pension plan for part-time employees provided under the provisions of prior agreements between the parties as described in Paragraph 173 above shall be maintained for the purpose of providing a past service benefit for eligible employees for service before April 1, 1995. Effective April 1, 1995, pension coverage for eligible part-time employees subsequent to that date has been provided by the United Food and Commercial Workers International Union and Industry Pension Fund which provides a future service benefit only for service after April 1, 1995.
- The Company shall contribute to the United Food and Commercial Workers International Union and Industry Pension Fund on behalf of each eligible part-time employee covered by this Agreement who is twenty-one years of age or older and who has completed one (1) year of continuous part-time employment. The United Food and Commercial Workers International Union and Industry Pension Fund shall provide a future service benefit to each eligible part-time employee. The monthly contributions shall be as follows:

### Monthly Contributions:

Effective	10/03/05	10/03/07
Part Time	\$25.90	\$27.41

**Paragraph 175.** The Pension Plans as provided in this Article shall be established under a Trust Agreement which shall conform with all the provisions of the Labor Management Relations Act and the Employee Retirement Income Security Act of 1974. The Trust Agreements shall provide that the Pension Plans shall at all times conform in all respects with the requirements of the Internal Revenue Code for the express purpose of enabling the Company at all times to treat its payments to the Pension Plans as a valid deduction for income tax purposes. The Company will make payments to the Pension Plans in accordance with the reasonable procedures requested by the Trustees to the extent the Company considers said procedures convenient and adaptable to its record keeping procedures. The obligations of the Company to the Pension Plans, the Union and the employees are and shall be limited to the payment of the contributions as provided in this Agreement and upon the payment to the Pension Plans as provided in this Agreement and the Trust Agreements. The Company is and shall be relieved of all further liability, obligation or responsibility to the Pension Plans, the Union and the employees under this Article. The Company agrees that an independent certified public accountant engaged at the expense of the Trustees of the Pension Fund for the full-time employees may make an annual audit of the wage

records of the Company at a time and place mutually agreed upon between the Company and the certified public accountant for the purpose of determining the accuracy of the contributions to the Pension Fund for the full-time employees.

## **ARTICLE 18**

### **401K PLAN**

**Paragraph 180.** The Company will establish a 401K plan for employees with one or more years of service who are twenty-one (21) years of age or older. The Company will bear the initial start up costs of the plan. Participating employees will pay a twenty-five dollars (\$25.00) annual administrative fee to participate in the plan. The plan will be non-contributory on the part of the Company.

## **ARTICLE 19**

### **LEAVE OF ABSENCE**

**Paragraph 190.** The Company will give consideration to a request in writing by a full-time employee who has completed one (1) year of continuous employment with the Company for a leave of absence for personal reasons for a period not to exceed ninety (90) days. By mutual agreement between the employee and the Company a leave of absence may for reasons satisfactory to the Company be extended for a second ninety (90) day period provided, however, that the Company shall not be required to allow a second ninety (90)

day period merely because of the allowance of the first ninety (90) day period. Notice in writing of the allowance of a leave of absence or to an extension shall be forwarded to the employee at his address on the records of the Company and a copy of said notice shall be mailed to the Union at its office in Westport, Connecticut.

**Paragraph 191.** The amount of time for a leave of absence as provided in Paragraphs 190 and 197 shall be included as time worked in the employ of the Company in determining seniority as provided in Article Nine and shall not be included as time worked in the employ of the Company in applying general wage increases or in applying wage increments, vacation eligibility, vacation pay or other benefits determined by the length of employment as provided in this Agreement. During the period of his leave of absence as provided in Paragraphs 190 and 197, the employee shall not be eligible to receive nor shall the Company or any of its insurance carriers be obligated to pay holiday pay, vacation pay, sickness pay, accident pay, funeral pay or pay for jury duty as provided in Article 13, 14, 15, 16, 20, and 21, respectively.

**Paragraph 192.** The Company shall not be obligated to maintain in effect nor pay the premium for the insurance as provided in Article 16 for or on behalf of an employee during the period of his leave of absence as provided in Paragraph 190, Paragraph 197. To secure the continuance during his leave of absence or any insurance benefits which may be otherwise provided under the provisions of this Agreement, the employee requesting the leave of absence shall have the sole and exclusive responsibility for making suit-



able advance arrangements therefor with the administrators of the Local 371 Welfare Trust Plan or the appropriate insurance carrier as the case may be, prior to the beginning of his leave of absence.

**Paragraph 193.** Except for compensation received from the Union under the provisions of Paragraph 197, an employee shall not during the period of a leave of absence as provided in this Article, engage in any form of gainful employment or of gainful self-employment.

**Paragraph 194.** In the event of fraud or misrepresentation by or on behalf of an employee in requesting or obtaining a leave of absence or engaging in any form of gainful employment or of gainful self-employment during the period of his leave of absence, the employment of the employee and his seniority shall be terminated as of the date of the request for a leave of absence.

**Paragraph 195.** The employment, the seniority and the eligibility for benefits of an employee on leave of absence as provided in this Article shall cease and terminate as of the date of the request for a leave of absence if the employee fails to report for work as scheduled at the termination of his leave of absence unless such failure is due to bona fide illness or injury requiring confinement or medical treatment by a licensed physician provided that the Company receives reasonable advance notice of the illness or injury and provided further that the employee is able to resume his duties within three (3) months following the termination of his LOA. In the event an employee claims that his failure to report for work as scheduled at the termination of his leave of absence was due to illness or injury, the employ-

ee shall at that time deliver to the Company a certificate by the attending licensed physician certifying that the employee was not physically able to work on the day he was scheduled to report for work at the termination of his LOA.

**Paragraph 196.** Except upon prior notice and approval in writing by the Company, an employee on a leave of absence as provided in this Article shall not be eligible to return to work before the termination of his assigned leave of absence. Before returning to work following a leave of absence as provided in this Article, the employee shall submit to and pass a physical examination by a licensed physician selected by the Company which will enable said physician to certify to the Company that the employee is physically and mentally capable of performing the work to be assigned to him by the Company.

**Paragraph 197.** In the manner and to the extent provided in this Paragraph 197, the Company will upon the receipt of a request in writing by the Union not less than ten (10) working days in advance allow a short term and a long term leave of absence without loss of seniority and without pay or the other benefits as provided in this Agreement to not more than two (2) employees designated by the Union to serve in an official capacity in the Union. The length of a short-term leave of absence to attend a meeting or convention of the Union shall be within the sole discretion of the Company and shall not exceed two (2) weeks in any calendar year. The long-term leave of absence to serve in an elective or appointive office in the Union shall extend during the period of the elective or appointive office. An employee who desires to return to work following

a long-term leave of absence shall make application therefor in writing to the Company within fifteen (15) days after the receipt of his application by the Company. The Union agrees that its requests for leaves of absence to engage in Union business as provided in this Paragraph shall be limited to two (2) short term leaves of absence to attend a meeting or convention of the Union and to one (1) long term leave of absence to engage in official Union business at any one time and that the requests shall not cause any disruption of the operations of the Company.

**Paragraph 198.** An employee who transfers out of the bargaining unit and remains in the employ of the Company and subsequently returns to the bargaining unit shall be reinstated and shall acquire his former seniority.

**Paragraph 199.** In the event that an employee is unable to work due to sickness, accident, or pregnancy, the employee shall be returned to work at such time as the employee is able to resume his or her normal duties, provided that the employee is able to resume such duties within six (6) months. Qualified employees losing time due to sickness, accident, or pregnancy shall be covered under the Health and Welfare and Pension Plans for a period not to exceed six (6) months. An Employee shall regularly contact the store manager while out of work.

## **ARTICLE 20**

### **FUNERAL LEAVE**

**Paragraph 200.** In the event of the death of a member of an employee's immediate family, the employee shall receive a leave of absence with full straight time pay for the actual time lost from his scheduled work week not to exceed eight (8) hours in any one (1) day and which shall not be included in his accumulated weekly working hours for (a) spouse or child, five (5) days; (b) parent, grandparent, grandchild, sister, brother, mother-in-law, father-in-law, three (3) days; and (c) brother-in-law or sister-in-law one (1) day. The leave of absence with pay as provided in this Paragraph shall not authorize absence from work before the date of the death or after the day following the funeral provided, however, that in the event of the death of an employee's spouse or child, the leave of absence as provided in this Paragraph shall extend for two (2) days following the funeral within the designated five (5) day period. For the purposes of this Article, the death of the mother, father, brother or sister of a former spouse of an otherwise eligible employee shall not be deemed to be the mother-in-law, father-in-law, brother-in-law or sister-in-law, as the case may be, of said employee.

## **ARTICLE 21**

### **JURY DUTY**

**Paragraph 210.** An employee who has completed his probationary period who is summoned and reports for jury duty shall be compensated by the Company in the manner and to the extent provided in Paragraph 211 for each day on which he performs jury duty and on which he otherwise would have been scheduled to work, which shall not be included in his accumulated weekly working hours, provided that:

- (a) The employee notifies his Store Manager within twenty-four hours after receiving notice that he has been called for jury duty,
- (b) The period of jury duty coincides with the employee's regular working schedule,
- (c) The employee reports for work as regularly scheduled on each day that the jury is not sitting,
- (d) On a day that an employee is excused from jury duty before 11:00 A.M. the employee communicates by telephone with his Store Manager for the purpose of obtaining instructions whether to report for work and if he is instructed to do so, the employee reports for work as directed and that,
- (e) The employee furnishes evidence satisfactory to the Company that he performed jury duty and the amount of compensation he received for said jury

duty on the days for which payment from the Company is claimed.

and provided further that an employee who does not comply with the provisions of this Article shall not be entitled to compensation during the period of jury duty.

**Paragraph 211.** The amount of compensation which an eligible employee shall receive for jury duty as provided in this Article shall be the difference between his straight time earnings for a normal work week for a full-time employee and the usual work week for a part-time employee and the amount of weekly compensation he receives for jury duty.

## **ARTICLE 22 MILITARY SERVICE**

**Paragraph 220.** An employee who is or may become engaged in active duty in the Armed Forces of the United States, the United States Armed Forces Reserve or the Army or Air National Guard shall be entitled to the rights and benefits as provided in the Universal Military Training and Service Act, as amended and in the Viet Nam Era Veterans' Readjustment Assistance Act of 1974, as amended, provided that the employee meets the qualifications and fulfills the requirements prescribed in said Acts.

**Paragraph 221.** An employee who has completed his probationary period who is or may become engaged in the military service of the United States shall be placed on a leave of absence without pay for his period of military

service not to exceed forty-eight (48) months. An employee who has completed his probationary period who is required to take a physical examination for induction in to the Armed Forces as provided in Paragraph 220 during his scheduled working hours may take said examination without loss of pay.

**Paragraph 222.** The leave of absence as provided in Paragraph 221 shall terminate thirty (30) days after the date of discharge provided, however, that the provisions of this Article Twenty-two pertaining to the right of an employee to return to work following military service shall not apply to an employee who receives a dishonorable or a bad conduct discharge. The Company will, in compliance with the Universal Military Training and Service Act, as amended and with the Viet Nam Era Veterans' Readjustment Assistance Act of 1974, as amended, reinstate an employee who is entitled to the right of reemployment under said Acts and who applies for reinstatement within the period of time following his discharge from military service as required by said Acts. The employee shall be reinstated not later than the second Monday after the receipt by the Company of an application to return to work and of the appropriate discharge documents.

**Paragraph 223.** Subject to the provisions of this Article, an employee who has completed his probationary period whose National Guard or Military Reserve Unit is called for summer maneuvers and who presents an authorized confirmatory letter from his Commanding Officer shall receive a short term leave of absence without pay or other benefits for a maximum of two (2) weeks in any calendar year to attend said

maneuvers. An employee who is eligible for a short term leave of absence as provided in this Paragraph 223 shall have the option of arranging his vacation period to coincide with the period of his summer maneuvers or of taking his leave of absence without pay.

**Paragraph 224.** Except for the Apprentice Meat Cutters, the period of military service as provided in Paragraphs 221 and 222 shall be included as time worked in the employ of the Company in determining seniority and wage increments as provided in Articles Ten and Twelve, respectively. Except as otherwise provided in Paragraph 223, during the period of his leave of absence as provided in Paragraphs 221 and 222, the employee shall not be eligible to receive nor shall the Company be obligated to pay holiday pay, vacation pay, sickness pay, accident pay, funeral pay or pay for jury duty as provided in this Agreement.

## **ARTICLE 23**

### **DISCIPLINE OR DISCHARGE**

**Paragraph 230.** Subject to the warning provisions in this Paragraph, the Company may discipline or discharge an employee for cause. Except as otherwise provided in Articles 8, 9, and 10 and in Paragraph 231, the Company will give an employee a written warning before said employee is disciplined or discharged. A copy of said warning shall be mailed to the Union and a copy shall be delivered to the Steward at the store in which the employee is then assigned. The reason for the discipline or discharge of an employee



need not be the same as the reason for which an unexpired warning has been previously given to the employee.

**Paragraph 231.** The Company may discipline or discharge an employee without the necessity of first giving a written warning for any of the following reasons: dishonesty; deliberate abuse or damage to buildings, equipment, facilities, machinery, material or merchandise; failure or refusal to carry out a work or training assignment; falsifying information on an employment application, time card or other Company record; altering or changing a time card, punching the time card of another employee or asking or permitting another employee to punch his time card; insubordination; failure to report for work; stopping work or leaving his work area during working hours without the approval of his supervisor; intoxication through the use of alcohol or narcotics; the use or possession of alcohol, narcotics, firearms or weapons on Company premises or during working hours; thievery; willful negligence; the use or the threat of coercion, violence or bodily injury; gambling on Company premises or during working hours; engaging or participating directly, indirectly or by any means whatsoever in any of the prohibited conduct described in Paragraph 60; engaging in gainful employment or self-employment during the period of a leave of absence; failure to report for work as scheduled following a leave of absence; falsifying or refusing to give information or testimony relating to an accident on Company premises or in connection with the business of the Company; or conduct or circumstances usually considered dangerous to persons or property. The occurrence of any of the conduct or circum-

stances described in this Paragraph shall not require discharge or discipline and when in the opinion of the Company the circumstances surrounding said conduct do not warrant discharge or discipline, the Company may issue a warning in the manner provided in Paragraph 232 to an employee who is involved in such conduct or circumstances. A warning issued under the provisions of this Paragraph shall not be subject to any of the provisions pertaining to the termination of a warning as provided in Paragraph 232.

**Paragraph 232.** Except as otherwise provided in this Paragraph and in Paragraph 231, a warning to an employee shall expire one (1) year after the date it is given to an employee provided, however, that there shall be no restriction on the right of the Company to present evidence of previous expired warnings in an arbitration proceeding concerning an employee to whom a previous warning or warnings has been given. A warning arising from or related to violation of health or safety regulations, the use of obscene language, immoral or indecent conduct or conduct usually considered harmful to persons or property shall continue in effect, provided, however, that at any time after three (3) years following the date of the issuance of a warning for any of said reasons, the employee may file a written request with the Director of Personnel to terminate said warning. As soon as reasonably possible after the receipt of the request, there shall be a prompt discussion concerning the warning which the employee desires the Company to terminate, between the employee and the Director of Personnel or his deputy at which the Business Representative of the Union may be present. The Director of

Personnel or his deputy shall, within five (5) working days after the conclusion of said discussion, advise the employee in writing of his decision concerning the request to terminate the warning.

**Paragraph 233.** An employee who has been suspended or discharged shall leave the premises of the Company without delay provided, however, that if he so requests, the employee may before leaving the premises of the Company, confer with the Steward at the store for a period not to exceed twenty (20) minutes.

**Paragraph 234.** An employee who has been disciplined or discharged may, within five (5) working days after the discipline or discharge, file a written appeal to the Director of Personnel and the employee may request the Director of Personnel to investigate the discipline or discharge. Upon the receipt of the written appeal, the Director of Personnel shall institute a prompt investigation of the discipline or discharge and within ten (10) days after the receipt of the appeal, there shall be a discussion concerning the discipline or discharge between the employee and the Director of Personnel or his deputy at which a representative of the Union shall be present. The Director of Personnel or his deputy, as the case may be, shall, within five (5) working days after the conclusion of said discussion, advise the aggrieved employee and the Union in writing of his decision concerning the discipline or discharge.

**Paragraph 235.** In the event that the employee or the Union is not satisfied with the decision by the Director of Personnel concerning the written appeal as provided in Paragraph 234, the Union may, within ten (10) working days after the mailing of said decision, submit the matter of the

discipline or discharge to arbitration in the manner provided in Paragraph 242. In the event that the discipline or discharge is submitted to arbitration as provided in this Paragraph, the sole question to be determined by the arbitrator shall be whether the employee was disciplined or discharged for cause.

## **ARTICLE 24**

### **ADJUSTMENT OF GRIEVANCES**

**Paragraph 240.** The Company, the Union and the employees agree that the exclusive method for the adjustment, processing and settlement of a grievance shall be in accordance with this Article. A grievance is defined as a complaint or a dispute between the Company and either an employee or the Union pertaining to the application of or compliance with the express provisions of this Agreement.

**Paragraph 241.** A grievance otherwise subject to this Agreement shall be processed and if possible, settled as follows:

**Step 1** – Between the aggrieved employee and the Store Manager at the store in which the employee is then assigned at which the Steward for that store may at the request of the aggrieved employee be present. A grievance which is not presented within ten (10) working days after the occurrence of the alleged cause of the grievance shall be deemed to have been waived. The Store Manager shall within three (3) working days

after the conclusion of this discussion, advise the aggrieved employee in writing of his decision.

**Step 2** – If the disposition of the grievance by the Store Manager is not satisfactory, the aggrieved employee may, within five (5) working days after the date of the decision in Step 1, submit his grievance in writing to the Director of Personnel of the Company. The written grievance shall state the known facts concerning the alleged grievance, the provision of this Agreement allegedly violated and the relief sought. Within ten (10) working days after the receipt of the written grievance, there shall be a discussion concerning the grievance between the Director of Personnel or his deputy and a Business Representative of the Union. At the request of the Director of Personnel or the Business Representative of the Union, the aggrieved employee and the Steward who participated in Step 1 shall be present during said discussion. The Director of Personnel or his deputy, shall within five (5) working days after the conclusion of this discussion advise the aggrieved employee and the Union in writing of his decision concerning the grievance.

By mutual agreement in writing between the Company and the Union, two (2) or more separate grievances otherwise subject to this agreement which involve the same matter or question and which affect a group or class of employees may, at the written request of the Union of the aggrieved employees, be consolidated and processed as a single grievance provided, howev-

er, that such procedure shall be subject to all the provisions of this Article. The Company may institute a grievance by a notice in writing to the Union. Within five (5) working days after the mailing of said Notice, the grievance shall be discussed by the representative of the Company and the representative of the Union. If within five (5) working days after said discussion, the grievance is not settled to the satisfaction of the Company, the grievance may be submitted to arbitration by the Company in the manner provided in Paragraph 242.

Any wage related grievance must be presented within one hundred and ninety (90) days following the event giving rise to such grievance or be forfeited and waived by the aggrieved party and closed to further discussion. If the grievances or complaints are not presented within these time limits, they shall not be considered or discussed.

**Paragraph 242.** In the event that a grievance is not settled after the completion of the grievance procedure prescribed in Paragraph 241, the grievance may be submitted to arbitration in accordance with the following procedure:

- (a) The request for arbitration may be made by the Union or by the Company by notification in writing to the other Party within five (5) working days after the receipt of the written decision under the procedure provided in Step 2.
- (b) Within five (5) working days after such notification, the Party requesting arbitration shall execute and mail a written request to the Federal Mediation and Conciliation Service, Washington, D.C.

20427 or the American Arbitration Association or the Massachusetts or Connecticut Board of Mediation and Arbitration, for the appointment of a panel of arbitrators, a copy of which shall be simultaneously mailed to the other party, unless during said five (5) day period, the Company and the Union mutually agree upon an arbitrator.

- (c) The request for arbitration shall state the alleged violation of this Agreement and the remedy of the relief sought by the Party requesting arbitration.
- (d) The arbitrator shall be bound by the terms and provisions of this Agreement and he shall not have any authority to establish wage rates nor add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement including without being limited to the schedule of wages as provided in Article Eleven. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted and, subject to the provisions of this Article, shall include the authority to order reinstatement, to enjoin violations of this Agreement and to award back pay or any other form of compensation for any period beginning earlier than ten (10) days prior to the filing of the written grievance as provided in Step 2 in Paragraph 241. The arbitrator shall mail his decision in writing to the Company, to

the Union and to the aggrieved employee within fifteen (15) days after the final submission.

- (e) Subject to the provisions of Paragraph 242 (d), the decision by the arbitrator shall be final and conclusively binding upon the Company, the Union and the aggrieved employee.
- (f) The expense of the arbitrator shall be shared equally by the Company and the Union.

**Paragraph 243.** By mutual agreement in writing between the Company and the Union, a grievance otherwise subject to the grievance procedure may be directly submitted to arbitration. A matter referred for disposition in accordance with the procedure provided in this Article shall not be referred to or processed by the Union or by the Company before any state or federal regulatory agency.

**Paragraph 244.** The breach by the Union or by any of the employees of any of the provisions of Paragraph 60 shall at the option of the Company forthwith terminate all of the obligations of the Company under the provisions of Paragraph 61 and of this Article. The refusal by the Company to arbitrate a grievance which has been submitted to arbitration by the Union in accordance with the provisions of Paragraph 242 which prevents the Union from obtaining a decision by an arbitrator shall at the option of the Union forthwith terminate all of the obligations of the Union under the provisions of Article 6.



## **ARTICLE 25**

### **RELIEF AND MEAL PERIODS**

**Paragraph 250.** Relief periods with pay for each employee at a time designated by the head of the department shall be scheduled as follows:

- (a) An employee scheduled to work seven (7) hours or more in one (1) day shall receive two (2) fifteen (15) minute relief periods.
- (b) An employee scheduled to work for four (4) hours or more and less than seven (7) continuous hours in one (1) day shall receive one (1) fifteen (15) minute relief period.

**Paragraph 251.** A full-time employee scheduled to work eight (8) hours or more in one (1) day shall receive a meal period as close as reasonably possible to the middle of his work shift.

## **ARTICLE 26**

### **ON-THE-JOB INJURIES**

**Paragraph 260.** In the manner and to the extent provided in this Article, an employee who has completed his probationary period and is unable to work because of an on-the-job injury incurred in the course of his work as an employee of the Company which is acknowledged by the Company's insurance carrier as compensable under the applicable Workmen's Compensation Law shall, upon notice to the Company as soon as

possible after the occurrence of said injury, receive the difference between his current earnings and the amount he receives as Workmen's Compensation for a period not to exceed five (5) working days for any single injury commencing on the scheduled working day immediately following the day of the injury. On the day of the injury an employee who is injured as provided in this Paragraph shall be paid for the balance of his scheduled workday at his applicable wage rate.

**Paragraph 261.** In the event that an on-the-job injury as provided in Paragraph 260 does not immediately cause an employee to be unable to work, the provisions of this Article shall become applicable at the time, not to exceed thirty (30) days after the day of the injury, that the injured employee is unable to work.

**Paragraph 262.** All payments for Workmen's Compensation received by an injured employee and the amount of any claim for Workmen's Compensation by an injured employee pertaining to the first five (5) days of absence because of an on-the-job injury as provided in Paragraphs 260 and 261 shall be paid or assigned to the Company provided, however, that any excess over the amount paid to the injured employee by the Company as provided in this Article shall be retained by or paid to the injured employee.

**Paragraph 263.** The time for which an injured employee receives compensation from the Company as provided in Paragraphs 260 and 261 shall not be included in his accumulated weekly working hours. The compensation for an on-the-job injury as provided in this Article shall apply only within a single calendar year and shall not be cumulative from one calendar year to the next. To

qualify for compensation for an on-the-job injury as provided in this Article, the employee shall on or before the day he resumes work, deliver to his store manager a certificate signed by the attending licensed physician that the employee was unable to work on the days for which compensation is claimed because of the on-the-job injury.

## **ARTICLE 27 TRANSFERS AND TRANSPORTATION**

**Paragraph 270.** The Company will notify the Union seven (7) days in advance of the permanent transfer of a full-time employee. The Company will give consideration to the length of continuous current employment along with competence and availability to perform the required work and other factors in selecting employees for transfer.

**Paragraph 271.** The employee shall receive a mileage allowance at the rate of the maximum IRS allowable deduction cents per mile for miles traveled in excess of thirty (30) per day more than the round-trip distance from their home to their home store. Mileage to the transferred store should be calculated from their home store or home, whichever is closer.

Home store will be determined as the store at which an employee is made FT or accepts another promotion. If an employee's store closes, the store into which they bump will be designated as their home store for travel purposes. An employee recalled from a layoff will have the store they

return to designated as their home store for travel purposes. If an employee's home store closes while they are assigned to another store, the store they are currently assigned to becomes their new home store. Employees receiving travel pay under the provisions of this article at the effective date of this agreement shall continue to receive the existing mileage reimbursement until the end of their travel pay assignment.

**Paragraph 272.** When an employee moves his residence to a point more distant from his place of employment than when originally assigned to a store, the employee shall not be eligible to receive additional carfare or mileage allowance as provided in this Article. The Company shall not be liable for carfare or mileage allowance as provided in this Article for more than ninety (90) days prior to the presentation of a written request for payment to the Company. All payments for carfare and mileage allowances under the provisions of this Article shall require approval in advance by the Director of Personnel of the Company.

**Paragraph 273.** In the case of employees hired or appointed after 6/28/97, the employee's home store will be the store to which they are regularly assigned. In the event of a temporary transfer to another store, mileage will be paid at the rate of the maximum IRS allowable deduction cents per mile for travel in excess of thirty (30) miles more than the round trip distance between the employee's home and his home store. Assignments will be made strictly on a business needs basis and not used as a format for retaliation.

## **ARTICLE 28**

### **MISCELLANEOUS**

**Paragraph 280.** Each employee whether actually working, on layoff or on leave of absence shall keep the Company advised of his correct address and telephone number. The mailing of a notice to the address furnished to the Company by an employee or the Union shall be deemed to be compliance by the Company with any provision of this Agreement which requires notification to an employee.

**Paragraph 281.** Except as specifically provided in this Paragraph, the Company agrees to furnish and launder without cost to the employees any special uniforms which the Company requires the employees to wear or to use. Employees who are required to work in freezers or outside in inclement weather will be furnished with protective outer clothing. Employees who are required to work in refrigerated meat rooms will, upon request to the Store Manager, be furnished with one thermal vest for which the employee shall sign a receipt. The employee shall be responsible for the care and laundering of the thermal vest. The Company agrees to furnish without cost to the employee, such equipment and tools as in the opinion of the Company are suitable or necessary for the work to be performed. The Company agrees to furnish one (1) rubber apron for use in the Meat Department at each store. The special wearing apparel, equipment or tools as provided in this Article shall be appropriate or necessary wearing apparel, equipment and tools shall be made solely by the Company. When in the judg-

ment of the Company equipment or tools require replacement due to normal wear, they will be replaced by the Company without charge to the employee and when in the judgment of the Company they are no longer required, said equipment and tools shall be returned to the Company. Wearing apparel, equipment and tools shall at all times remain the property of the Company and shall be used by the employees with care and solely for the efficient operation of the business of the Company. Upon the termination of his employment, each employee shall return to the Company in the same condition as when received, normal wear and tear excepted, all wearing apparel, equipment and tools which he has received from the Company.

**Paragraph 282.** The company agrees that it will not request or require an employee to take a lie detector test.

**Paragraph 283.** Each employee shall comply promptly with the present or future procedures prescribed by a Government Agency or by the Company requiring aptitude, physical or other examination. When required by the Company, the examiner or the physician shall be selected by the Company and the Company shall pay the professional fee for such required examinations. Except for the time spent by an applicant for employment, by an employee on layoff and for an examination as required in Paragraph 191, Paragraph 197, and Paragraph 221, the Company shall pay an employee at his straight time wage rate for the time required for an examination as provided in this Paragraph up to a maximum of two (2) hours provided, however, that the time required for said examination which is not within his scheduled

work shift shall not be included in the employee's accumulated weekly working hours. As soon as practicable following an examination, the employee shall deliver to the Company a statement on a form furnished by the Company of the actual time spent at the place of said examination.

**Paragraph 284.** Employees employed in the classifications of General Merchandise, HABA, Cheese, Seafood, Floral and Bakery Clerk, or Courtesy Clerk, shall be provided with an opportunity to fill vacant regular clerk's positions before the Company hires from among non-employee applicants to fill vacant regular clerk's positions.

## **ARTICLE 29**

### **SCOPE OF AGREEMENT**

**Paragraph 290.** It is acknowledged and agreed that during the course of the negotiations preceding the execution of this Agreement all matters and issues of interest to the Union, to the employees and to the Company pertaining to wages, hours, past practices and conditions of employment have been fully considered and negotiated, that each party was afforded a full opportunity to present and discuss proposals pertaining to wages, hours and conditions of employment and at the understandings and agreements concluded during said negotiations are fully set forth in this Agreement.

**Paragraph 291.** The Union, the employees and the Company agree that during the term of this Agreement all matters and issues pertaining to wages, hours, past practices and conditions of

employment are and shall be governed exclusively by and limited to the terms and provisions of this Agreement and that neither the Company nor the Union shall be obligated to negotiate with the other during the term of this Agreement with respect to any matter or issue pertaining to wages, hours, past practices or conditions of employment whether or not specifically included in this Agreement provided, however, that nothing in this Paragraph shall in any way limit or restrict the rights and duties described in Paragraphs 234 and 235 and in Article 24.

**Paragraph 292.** Except as otherwise specifically provided, the provisions of this Agreement shall apply only to employees who are actually working and in the current employ of the Company which shall include employees on layoff and eligible for recall as provided in Article Ten and employees on authorized leave of absence as provided in Article 19.

**Paragraph 293.** By mutual agreement in writing between the Company and the Union, any of the time limitations provided in this Agreement may be extended and each of the Parties to this Agreement agrees not to unreasonably withhold consent to the request by the other Party for a reasonable extension of such time limitations.

**Paragraph 294.** No addition to, alteration, modification or waiver of any provision of this Agreement shall be valid, binding or of any force or effect unless made in writing and executed by the Company and by the Union.

**Paragraph 295.** The failure by the Company or by the Union to observe or enforce any provision of this Agreement shall not be construed as a waiver of said provision nor shall any past practice



be binding on the Company or on the Union on or after the date of this Agreement.

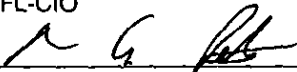
**Paragraph 296.** In the event that any Article or any Paragraph in this Agreement should be held invalid by operation of law or by the decision of a tribunal of competent jurisdiction or if pending a final determination of its validity, compliance with or the enforcement of any Article or Paragraph should be restrained by said tribunal the remaining provisions of this Agreement shall remain and continue in full force and effect. Any provision of this Agreement which may be subject to more than one construction or interpretation, one of which would render said provision valid and another which would render it invalid or unenforceable shall be construed or interpreted in such manner as to make said provision valid and enforceable.

## **ARTICLE 30 DURATION**

**Paragraph 300.** The provisions of this Agreement shall take effect on October 2, 2004 and shall continue in full force and effect until and including February 28, 2009 and shall be continued for an additional year unless sixty (60) days prior to February 28, 2009, either the Company or the Union gives written notice, by registered mail, to the other that it desires to amend or terminate this Agreement.

IN WITNESS WHEREOF, The A&P/Foodmart has caused this Agreement to be executed in its behalf and Local Union No. 371 chartered by the United Food and Commercial Workers International Union AFL-CIO has caused this Agreement to be executed in their behalf on June 8, 2005.

LOCAL UNION NO. 371 CHARTERED  
BY THE UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION,  
AFL-CIO

By 

By \_\_\_\_\_

A&P TEA COMPANY

By 

By \_\_\_\_\_

## Local 371 Members Injured On the Job:

# Know Your Rights

### Report Every Injury Immediately

Failure to report a work-related injury promptly is the primary reason for a workers' compensation claim to be denied. Report all work injuries immediately, and make sure a First Report of Injury is filled out.

### Initial Medical Treatment

Your employer will designate the doctor or facility to provide you with your initial medical treatment. In most cases this will be a nearby walk-in clinic, hospital ER, or Industrial Health Care. You are only required to get your initial treatment at this facility. If you need further treatment, you can select your own physician. If you do not select your own physician, the doctor or facility selected by your employer will become the attending physician.

### Your Right to Choose Your Attending Physician

After the employer provides you with your initial medical treatment, you have the right to choose your own attending physician. If you have a serious injury that is going to require extended treatment or cause you to be disabled, the Union strongly urges you to choose your own attending physician rather than continue treatment at a clinic-like facility.

If your employer has a managed medical care plan for workers' compensation, you can select your attending physician but he or she must be in the plan's network. At your request, your employer must make you aware of the doctors who are in the network. The network must include doctors in all major specialties.

If your employer does not have a managed medical care plan for workers' compensation, you can select as your attending physician any physician licensed by the State of Connecticut.

Once you have established an attending physician, you cannot change doctors unless: (1)

(2) the attending physician refers you to another doctor; (2) the insurance company grants permission for you to change doctors; or (3) the Workers' Compensation Commissioner authorizes you to see another doctor.

### Examination Requirement

Even if you have your own attending physician, the employer or their insurer can require you to submit for examination by another physician. They cannot make you accept treatment from another doctor against your wishes.

### Billing for Medical Treatment

Bills for your medical treatment should be sent by the medical provider directly to your employer's workers' compensation insurance carrier, never to you. Make sure you know who that insurance carrier is and inform the doctor's office. If you have out-of-pocket expenses for prescriptions, these must be reimbursed in full by the workers' compensation insurance carrier.

### Medical Treatment/Therapy

If you can continue to work but you need medical treatment or therapy, this should be done during your work hours if available without any loss in pay. If not available during your work hours, and you must go on your own time, you must be paid your usual hourly rate for the time spent getting treatment and going to and from treatment. You should also be reimbursed for your travel expenses at the rate of 15¢ per mile.

Workers Compensation and  
On The Job Injuries  
CT 1-800-229-9675  
MA (413) 784-1133

**LOCAL 371**  
**UNITED FOOD AND COMMERCIAL WORKERS**  
**INTERNATIONAL UNION - A.F.F.-C.I.O.**

290 Post Road West  
P.O. Box 470  
Westport, Conn. 06881-0470

AREA CODE 203 226-2777

**CALL TOLL FREE**  
**1-800-882-5571**

(Members Only)

**CREDIT UNION**  
**AREA CODE 203 226-1649**

**CALL TOLL FREE**  
**1-800-423-3143**

(Members Only)

**HEALTH AND WEAR COVERAGE**  
**CALL TOLL FREE ONE**  
**NUMBER FOR INFORMATION REGARDING**  
**HEALTH AND WEAR COVERAGE**

AREA CODE 203 226-2777

**CALL TOLL FREE**  
**1-800-882-5556**

(Members Only)

Office Hours: 8:30 a.m. to 4:00 p.m.