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AGREEMENT WITH  
THE STOP & SHOP SUPERMARKET COMPANY LLC  
and  
LOCAL UNION  
1445  
(MEAT)

CHARTERED BY  
UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION  
AFL - CIO - CLC

Effective Date: February 15, 2004

Expiration Date: February 17, 2007

L. 1445 (Meat)

77 pages

## INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
Agreement .....		1
Automation-Mechanization-New Classifications.....	35	27
Benefit Plans.....	26	21
Bereavement.....	10	10
Bulletin Boards.....	31	25
Checkoff.....	4	3
Duration.....	43	41
Election Days.....	18	16
Employees' Vehicles.....	9	10
General Conditions.....	42	40
Grievances and Arbitrations.....	29	23
Holidays.....	7	7
Hours.....	38	27
Injuries.....	16	13
Jurisdiction.....	14	13
Jury Duty.....	13	13
Leave of Absence.....	17	14
Management.....	2	2
Membership in Union.....	3	3
Military Benefits.....	33	25
Modification.....	37	27
No Individual Agreements.....	22	17
No Reduction in Wages.....	23	17

	<u>ARTICLE</u>	<u>PAGE</u>
No Strikes, Lockouts.....	5	4
Pension Plan.....	27	21
Polygraph.....	24	17
Privileges.....	21	17
Recognition.....	1	2
Relief Manager.....	36	27
Rest Periods.....	11	11
Security.....	40	38
Seniority.....	25	17
Severance Pay.....	41	39
Shop Cards.....	32	25
Shortages.....	20	16
Sick Leave.....	12	11
Stewards.....	28	22
Transfers and Transportation.....	30	24
Vacations.....	6	5
Validity.....	15	13
Visiting Stores.....	19	16
Wages.....	39	32
Wearing Apparel and Tools.....	8	10
Work Performed by Members of Bargaining Unit.....	34	27

## AGREEMENT

SECTION 1 - This Agreement, entered into on this 15<sup>th</sup> day of February, 2004 between The Stop & Shop Supermarket Company LLC, its successors in whole, with its principal place of business located in Quincy, Norfolk County, Massachusetts, as party of the first part, hereinafter called the "Company," and Local Union 1445 Chartered by the United Food and Commercial Workers International Union, AFL-CIO-CLC, as party of the second part; hereinafter called the "Union," for and on behalf of all employees now employed and those who hereinafter may be employed by the Company in the Meat, Fish, Delicatessen, Bazaar, Cold Food, Bake Off contiguous to the meat department, and Poultry Department, except supervisory employees, in all of the Company's stores or any future store the Company may operate in the area constituting the jurisdiction of Local Union 1445 and on the date of this Agreement.

SECTION 2 - This Agreement shall be binding upon the Company herein and its successors and assigns and no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, or any other disposition of the Company herein, or by any change to any other form of business, organization, or by any change, geographical or otherwise in the location of the Company herein. The Company agrees that it will not conclude any of the above described transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person, or persons, or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof regardless of any change of any kind in management, location, form of business organization, or ownership.

## PREAMBLE

SECTION 1 - It is the intent and purpose of the parties hereto that this Agreement shall promote a harmonious relationship between the Company and its employees, as represented by the Union, and shall set forth herein rates of pay, hours of work, and working conditions of employment to be observed between the parties hereto. It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union which will permit safe, harmonious, and efficient operation of the Company's business.

SECTION 2 - The Company and the Union encourage the highest possible degree of practical, friendly cooperative relationships between their respective representatives at all levels between the Company and all employees. The officers of the Company and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Company and the employees.

## ARTICLE 1 RECOGNITION

It is agreed that Local Union 1445 is respectively the duly authorized representative of all Meat, Fish, Delicatessen, Bazaar, Cold Food and Bake-Off contiguous to the meat department, and Poultry Department employees of the Company working in the area constituting the jurisdiction of Local Union 1445 on the date of this Agreement.

SECTION 1 - The Company recognizes and acknowledges the Union as the sole collective bargaining agent and representative of all Meat, Fish, Delicatessen, Bazaar, Cold Food, Bake-Off contiguous to the meat department, and Poultry Department employees in the area constituting the jurisdiction of Local Union 1445 on the date of this Agreement excluding supervisors, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. Persons included in the bargaining unit as herein defined are hereinafter referred to as Employees. A duly authorized representative of the respective Local Unions will constitute the Union Representative in all negotiations between the Company and the Union.

SECTION 2 - The Company recognizes and acknowledges the Union as the sole collective bargaining agent and representative of all Meat, Fish, Delicatessen, Bazaar, Cold Food, Bake-Off contiguous to the meat department, and Poultry Department Employees in the area constituting the jurisdiction of Local Union 1445 on the date of this Agreement for all stores operated by the Company and all of the stores that may hereinafter be operated by the Company throughout the lifetime of this Agreement.

SECTION 3 - It is understood and agreed that wherever "he" and "she" appear in this Agreement it shall apply to all employees.

SECTION 4 - The Employer and the Union agree that they will not discriminate against any employee because of race, color, religion, age, sex, national origin, disability and sexual orientation.

## ARTICLE 2 MANAGEMENT

SECTION 1 - All matters having to do with the management of the business of the Company, and all policies, authority, and responsibility for the conduct of the same, the management of the working forces, the right to hire, promote and for proper cause to transfer, suspend or discharge, are the proper prerogatives of the Company, provided that such actions are taken in accordance with the provisions of this Agreement and are not taken to avoid provisions of this Agreement.

SECTION 2 - The Company agrees to supply its supervision with copies of this Agreement and assumes full responsibility for their observance of its terms.

SECTION 3 - The Union agrees to do everything within its power to enforce rules and regulations, and, through advice, instructions, and example, to maintain the highest standard of work.

SECTION 4 - In the event the Union has evidence which leads it to believe that an error has been made relating to rates of pay or the payment of Accident and Sickness or Pension contributions, the Company agrees to supply the Union within fourteen (14) days with payroll data regarding the particular claim.

### ARTICLE 3 MEMBERSHIP IN UNION

SECTION 1 - When new employees are to be hired for the bargaining unit as defined in Section 1 of the Agreement Clause, the Union shall have equal opportunity with all other sources to refer and recommend applicants for employment. Persons referred by the Union shall be given equal opportunity for employment with all other applicants.

SECTION 2 - All present employees who are members of the Union on the execution date of this Agreement shall remain members of the Union in good standing as a condition of employment.

SECTION 3 - All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment, in the case of employees represented by Local 1445, on and after the first of the calendar month following thirty days of employment by the Company. Employees hired for new store openings shall become and remain members in good standing of the Union as a condition of employment after the first of the calendar month following sixty days after the new store's opening.

Employees hired in seasonal area stores between Memorial Day and the Sunday after Labor Day shall be required to become members of the Union after ninety days following employment by the Company. Seasonal stores are located in Gloucester, Massachusetts.

SECTION 4 - The Union agrees that it will admit to and retain in membership all employees without discrimination so long as such employees tender the initiation fee, periodic dues and assessments uniformly required for membership by the Constitution of the International Union and the By-Laws of the Local Union.

SECTION 5 - In the event that any employee fails to comply with the membership provisions provided for in this Article, or fails to tender the initiation fee and periodic dues uniformly required as a condition for membership, the Union may notify the Company in writing requesting the dismissal of such employee. The said employee shall be discharged by the Company within seven (7) days of receipt of said notice, provided that such discharge shall be permitted by law.

### ARTICLE 4 CHECKOFF

SECTION 1 - The Company agrees to deduct weekly Union dues and initiation fees, including arrears, from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deductions.

**SECTION 2** - The Company agrees to send to each respective Local Union a copy of the employee's authorization card and union membership application within fourteen (14) days of hiring or rehiring date and to continue to remit to the respective Local Union the dues and arrears so collected.

**SECTION 3** - The Company will deduct amounts due any Credit Union affiliated with the Local Union and forward the same to the Credit Union, provided that the Company receives from the employee a signed form which authorizes such deductions.

**SECTION 4** - The Employer agrees to deduct periodically from the pay of each employee who is a union member and who executes an appropriate voluntary checkoff authorization form to the UFCW Active Ballot Club the amount specified in the checkoff authorization form signed and dated by the employee. The deduction shall continue for the life of this Agreement for each employee who signs a checkoff authorization form unless the employee revokes the authorization in writing.

The Employer agrees to transmit periodically UFCW Active Ballot Club deductions to the UFCW Active Ballot Club in care of the Local Union or the UFCW, as may be appropriate, together with the names of employees for whom deductions have been made and the amounts deducted for each employee.

All deductions and transmittals shall be subject to and in strict accordance with all applicable laws.

#### **ARTICLE 5** **NO STRIKES, LOCKOUTS**

**SECTION 1** - It is mutually agreed by the parties to this Agreement that there shall be no strike or stoppage of work by the Union, nor shall there be any lockout by the Company during the life of this Agreement, and that any difference or misunderstanding which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves, and if the parties themselves cannot amicably adjust the difference, then the matter shall be referred to Arbitration as provided for in this Agreement.

**SECTION 2** - The Company agrees that it will not hold the union or its International or Local Officers or Officials liable or responsible for any unlawful or illegal acts of its individual members in causing or participating in unauthorized strikes, slowdown, walkouts, or stoppages of work provided that: in the event of a threat of, preparation for, or the actuality of any unauthorized work stoppage, slowdown, walkout or strike, the Union and all of its officials will take every reasonable action to prevent and to stop such proceedings by any of its members.

**SECTION 3** - It is understood and agreed that, in the event of a strike by a Union having contractual relations with the Company, which strike is legal and is sanctioned by the International body of such Union, the employees covered by this Agreement shall not be required to cross a picket line.

## ARTICLE 6 VACATIONS

### SECTION 1

- A. The regular vacation season shall be from January 1 to December 31 in any one (1) year for all employees.
- B. The Company shall post vacation forms by December 15 of the preceding year to permit selection of the third, fourth and fifth weeks of vacation for those who may be eligible. The regular vacation schedule shall be posted by April 15.
- C. Preference for selection of vacation period for Meat Department employees shall be as follows:
  1. Meat Department Heads;
  2. Full-time employees by seniority;
  3. Part-time employees by seniority.

### SECTION 2

- A. Eligibility - All employees shall be eligible for vacations on their anniversary date of employment on the following basis:

1st anniversary date of continuous employment - 1 week's vacation;  
\*2nd anniversary date of continuous employment - 2 weeks' vacation;  
5 years of continuous employment - 3 weeks' vacation;  
12 years of continuous employment - 4 weeks' vacation;  
20 years of continuous employment - 5 weeks' vacation.

\*Notwithstanding the foregoing, all Part-time employees hired after February 6, 1988, shall be eligible for two weeks' vacation on the third anniversary date of continuous employment.

- B. Eligibility for Vacation Benefits as of January 1:
  1. Once an employee, Full or Part-time, has qualified for and received one week's vacation benefits (pay and time off) he is thereafter eligible for one week's additional vacation with pay as of January 1 of the succeeding year. The second week's vacation shall be taken on or after the second anniversary date;
  2. Once an employee, Full- or Part-time, has qualified and received two (2) weeks' vacation benefits (pay and time off) he is thereafter eligible for two (2) weeks' vacation benefits as of January 1 of each succeeding year;
  3. All vacation time earned shall be taken during the year in which eligibility occurs for both Full- and Part-time employees.



**SECTION 3** - Employees shall receive their vacation check prior to going on vacation. However, if the check is not received by the employee then the Store Manager shall pay the employee's vacation benefits out of store cash prior to the employee's leaving for vacation.

**SECTION 4 - RETURNED SERVICEMEN** - An employee who returns from a military leave shall receive a paid vacation based on his or her total seniority. Time spent in military service will be added to time worked for the Company in computing total seniority and vacation entitlement.

### **SECTION 5**

- A. First and Second Week Vacations - The first and second week vacations shall be taken at a time mutually convenient to the Company and employee during the summer months if possible.
- B. Third, fourth, and fifth week Vacations - The third, fourth, and fifth week vacations shall normally be taken during the winter months at a time mutually convenient to the Company and the employee.
- C. May 1 to October 1 shall be considered as summer months. October 1 to May 1 shall be considered as winter months.
- D. Employees with up to three (3) weeks' vacation may take the vacation between January 1 and December 31. However, no more than two (2) weeks may be taken in the summer months - May 1 through October 1.

Employees with four (4) or more weeks' vacation must take one (1) week between January 1 and May 1. The remainder of their weeks may be taken between January 1 and December 31 with no more than two (2) weeks between May 1 and October 1.

**SECTION 6** - If a holiday observed by the Company falls within a Full-time employee's vacation period, the employee shall be given an additional day of vacation with pay to be added directly after the employee's vacation period.

**SECTION 7** - Converttee from Part-time to Full-time and/or from Full-time to Part-time:

- A. One week of paid vacation upon the completion of one year of total continuous service. Vacation pay is based on the average hours worked one year prior to vacation.
- B. Two weeks of paid vacation upon the completion of two years total continuous service. Vacation pay is based on the average hours worked one year prior to the vacation.

### **SECTION 8**

- A. **Vacation Pay - Full-time Employees** - A Full-time employee shall receive as vacation pay his current basic wages for his regular classification, or his regular classification as of January 1 of the vacation year, whichever is the greater.

B. Vacation Pay - Part-time Employees - A Part-time employee shall be paid at his current hourly rate of pay multiplied by his average weekly hours worked for the year preceding his vacation.

SECTION 9 - An employee with three (3) or more years of continuous Full-time employment and who loses six (6) consecutive months or more of time due to a compensable disability may receive 3 weeks of vacation pay in lieu of vacation time if eligible.

SECTION 10 - If an employee does not take his vacation by December 31 due to Workers' Compensation and/or other disability, the Employer shall pay the employee his appropriate vacation pay on or before December 31 of the calendar year and the employee shall not be given compensating time off. If an Employee does not take his vacation by December 31 because of a request by the Employer, the Employer shall pay the employee his appropriate vacation pay and he shall not be given compensating time off.

ARTICLE 7  
HOLIDAYS

SECTION I

The Company shall observe the following holidays with pay, regardless of the day of the week on which they fall. When a holiday falls on Sunday, it shall be observed on the following Monday.

<u>Part A</u> <u>Major Holidays</u>	<u>Part B</u> <u>Minor Holidays</u>
New Year's Day	Patriot's Day
Memorial Day	Columbus Day
Independence Day	Veteran's Day
Labor Day	
Thanksgiving Day	
Christmas Day	
* Personal Holidays (3)	
<u>Number of Personal Holidays Per Contract Year</u>	
*2/15/04-2/19/05:	<u>MA</u> 3
*2/20/05-2/18/06 :	3
*2/19/06-2/17/07:	3

NOTE: Personal Holidays 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.

**SECTION 2 - ELIGIBILITY OF FULL-TIME EMPLOYEES**

Full-time employees shall be eligible for holidays commencing the first day of the calendar month following thirty (30) days of employment. In order to be paid for the holiday a Full-time employee must work his scheduled working day before and after a holiday except for absence due to death in the family in accordance with Article 10 of this Agreement. If a Full-time employee is injured on the job in a holiday week, or the week directly before a holiday week, and is absent his scheduled work day before or after the holiday, or both, because of said injury, he shall not suffer the loss of the holiday pay for that week only.

**SECTION 3 - ELIGIBILITY OF PART-TIME EMPLOYEES**

- A. A Part-time employee hired prior to 12/13/81 who has three (3) months' continuous employment shall be eligible for pay on the holidays listed in Section I.
- B. A Part-time employee hired on or after 12/13/81 shall be eligible for holiday pay as follows:

**After three (3) months continuous Part-time employment:**

New Year's Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

**After six (6) months continuous Part-time employment:**

Memorial Day	Columbus Day
Patriot's Day	Veterans Day

2/15/04-2/19/05 : Personal holiday One (1)  
2/20/05-2/18/06 : Personal holiday One (1)  
2/19/06-2/17/07 : Personal holiday One (1)

**After twelve (12) months continuous Part-time employment:**

\*2/15/04-2/19/05 : Two (2) personal holidays  
\*2/20/05-2/18/06 : Two (2) personal holidays  
\*2/19/06-2/17/07 : Two (2) personal holidays

\*Total of personal holidays after twelve months of continuous service:  
Three (3)

**NOTE:** Personal holidays 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.

- C. A Part-time employee who works less than an average\* of 24 hours per week shall receive four (4) hours holiday pay. A Part-time employee who averages\* 24 to 30 hours per week shall receive six (6) hours' holiday pay.

\*(Based on 4 full weeks average prior to the holiday.)

- D. To be eligible for holiday pay a Part-time employee must work his scheduled workday before and his scheduled work day after the holiday except for absence due to death in the family in accordance with Article 10 of this Agreement. If a Part-time employee is injured on the job in a holiday week or the week directly before a holiday week and is absent his scheduled workday before or after the holiday or both because of said injury, he shall not suffer the loss of holiday pay for that week only.
- E. An eligible Part-time employee who works Full-time hours in the holiday week or in either of the 2 weeks directly prior to the holiday, shall receive eight (8) hours of pay for said holiday.
- F. A Full-time employee who would normally be eligible for holiday benefits and is reduced to Part-time because of economic reasons shall receive eight (8) hours holiday pay for all holidays occurring during the six (6) month period following the date of reduction to Part-time.

**SECTION 4** - No employee shall be required to work beyond 6:00 P.M. on the Eve's of Christmas and New Year's, provided, however, that if on New Year's Eve there are not a sufficient number of volunteers to work until 9:00 p.m., the Employer may require employees, by scheduling employees by inverse order of seniority, to work until 9:00 p.m.

**SECTION 5** - When the Company opens any of its stores on a holiday the scheduled employees of said stores shall be offered a minimum of four (4) hours work on the holiday. Preference for such work shall be given to Full-time employees.

**SECTION 6 - HOLIDAYS OVER STATE LINES**

- A. An employee who is transferred from one State to another State for a period of one week or less during a week in which a holiday occurs shall be paid for the holiday as follows:
  - 1. If the State from which he was transferred celebrates the holiday, he shall receive all regular benefits of the holiday;
  - 2. He shall not receive any holiday benefits if the holiday is only being observed in the State to which he was so transferred.
- B. An employee who is transferred from one State to another for a period of more than one week during which a holiday occurs, shall be paid for the holiday as follows:
  - 1. He shall receive holiday benefits in the State to which he was transferred;
  - 2. In no case will an employee receive fewer holidays in number than what he would have been eligible for had he not been transferred from his "home" State.

**ARTICLE 8**  
**WEARING APPAREL AND TOOLS**

**SECTION 1** - The Company agrees to furnish and launder without cost to the employees, any special wearing apparel that it may require the employees to wear, including adequate clothing for the employees in the cutting room.

**SECTION 2** - The Company agrees to supply each of its Meat Departments with at least one mesh apron and these mesh aprons must be used for all boning and break-down operation.

**SECTION 3** - The Company further agrees to furnish all tools without cost to the employee.

**SECTION 4** - Employees who are required to work outside in foul weather conditions or in freezers will be furnished with protective outer clothing.

**SECTION 5** - The Union agrees that the employees shall use these items with reasonable care and only for the purpose for which they are intended.

**ARTICLE 9**  
**EMPLOYEES' VEHICLES**

No employee shall be obliged to use a privately owned vehicle for Company business. The Company will make the employee whole for any damages caused to his vehicle when used for Company business and at the Company's request; and, in such case, the Company will subrogate to the Employee's rights against any third person who may have caused such damage, and the employee will execute such papers as necessary in connection with such right of subrogation.

**ARTICLE 10**  
**BEREAVEMENT**

**SECTION 1** - In the event of a death in the immediate family of any employee, Full-time employees shall be granted three scheduled working days leave without loss in pay. Part-time employees shall be granted three scheduled days leave without loss in pay only according to the hours they are regularly scheduled to work during this period. For the purpose of this Article, it is agreed that a member of the immediate family shall be considered to be the employee's father, mother, brother, sister, mother-in-law, father-in-law, or any member of the family residing in the employee's immediate household. The date of notification of death for those employees who are on the job shall not be counted as one of the one day, three days' or five days' funeral leave.

In the event of the death of a Full-time employee's spouse or child, he shall receive five scheduled working days off without loss in pay. In the event of the death of a Part-time employee's spouse or child, he shall receive up to five days off without loss in pay only according to the hours he is regularly scheduled to work during this period. For purposes of this section, spouse includes designated spousal equivalent.

**SECTION 2** - Any employee who is on a paid vacation at the time of the death of a member of the employee's family, as listed above, shall be entitled to an additional one, three or five days off as vacation immediately following the employee's regular vacation.

**SECTION 3** - In the event of the death of a grandparent or grandchild, the brother-in-law or sister-in-law or the son-in-law or daughter-in-law of an employee, the employee shall be granted one day off without loss in pay on the day of the funeral.

**ARTICLE 11**  
**REST PERIODS**

Any employee scheduled for seven (7) or more hours of work shall receive two (2) fifteen-minute relief periods with pay.

Any employee scheduled for less than seven (7) hours of work shall receive one (1) fifteen-minute relief period with pay.

Relief periods will be given as near to the middle of the forenoon/afternoon/evening work period as possible.

**ARTICLE 12**  
**SICK LEAVE**

**SECTION 1** - Full-time Meat Department employees, other than Meat Department Heads, in the employ of the Company shall be eligible to receive paid sick leave as follows:

2/15/04-2/19/05: nine (9) days;  
2/20/05-2/18/06: nine (9) days;  
2/19/06-2/17/07: nine (9) days;

Any Full-time employee who is employed after February 10, 1991 and within the above period shall be entitled to sick leave on the basis of one day for each six (6) weeks of Full-time continuous service. A Full-time employee who has unused sick leave at the end of the above periods shall receive 100% of the unused sick leave in cash.

Any Part-time employee appointed to Full-time shall receive their pro-rata Full-time sick leave benefit based on months of service less any sick leave used during the year.

Part-time Meat Department employees in the employ of the Company prior to 12/13/81 shall be eligible to receive paid sick leave as follows:

2/15/04-2/19/05: 24 hours;  
2/20/05-2/18/06: 24 hours;  
2/19/06-2/17/07: 24 hours;

Part-time Meat Department employees hired on or after 12/13/81 shall be eligible to receive paid sick leave as follows:

	<u>After 12 months Employment</u>	<u>After 24 Months Employment</u>
2/15/04-2/19/05	15 hours	24 hours
2/20/05-2/18/06	15 hours	24 hours
2/19/06-2/17/07	15 hours	24 hours

A Part-time Meat Department employee who has unused sick leave at the end of the above periods shall receive 100% of the unused sick leave in cash.

**SECTION 2** - Whenever a Meat Department Head is absent from work because of illness or accident, the Company will supplement those monies the employee may apply for under the applicable Weekly Indemnity coverage. The supplement will be up to the minimum weekly wages for Department Heads and not to exceed a period of four weeks for each illness or accident. The Meat Department Head shall apply to the respective Plan for the Weekly Indemnity benefits. Effective with the contract year beginning February 15, 2004, in the event that a Meat Department Head who is entitled to four (4) weeks supplemental pay per illness, does not take any sick leave during the sick leave year, then (s)he will receive forty (40) hours pay at their straight time hourly rate at the end of each sick leave year.

**SECTION 3** - Any Full-time employee who retires or is deceased after the effective date of this Agreement shall be eligible for the unused portion of his sick leave.

**SECTION 4**

- A. In the event that an employee is unable to work due to sickness, accident, or pregnancy, the employee shall be re-employed 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.

An extension not to exceed an additional six (6) months will be granted if physical complications develop during illness, accident, or pregnancy. An employee must present medical evidence of continuing disability to be eligible for such extension.

- B. Employees losing time under this section shall be covered under the regular Sickness and Accident programs - weekly indemnity, group life insurance, hospitalization and pension - the cost of maintaining these benefits shall be borne by the Company for a period of up to six (6) months.

Employees receiving an extension beyond the period for which the Employer makes contributions, should make arrangements with the appropriate benefits office if they wish to continue coverage.

The eligible employee must return to work for a continuous two week period before the Company is required to make a contribution for an additional six month period for the same illness.

C. Time lost by sickness, accident, or pregnancy shall not be deducted in determining the eligibility of an employee's vacation time.

**SECTION 5** - Any employee who retires shall be paid any unused sick days, vacation days, and personal holidays. Any employee who dies while an active employee shall have unused sick days, vacation days, and personal holidays paid to the employee's estate.

### ARTICLE 13 JURY DUTY

Any employee who is called to serve on Jury Duty shall receive pay for actual hours worked for the Company. If his pay, together with his Jury Duty pay, does not equal his regular five-day weekly rate of pay, the Company will make up the difference, provided he works for the Company during such hours when, because the Jury is not sitting, he is reasonably available for work. However, the employee shall not be required to work the sixth day if he serves on Jury Duty and/or works five (5) days or more in a regular week and he shall not be required to work the fifth day if he serves on Jury Duty and/or works four (4) days or more in a holiday week.

If an employee works on the sixth day in a regular week, or the fifth day in a holiday week after having served on the Jury the corresponding five or four days, he shall receive time and one-half for such hours worked that day.

### ARTICLE 14 JURISDICTION

The Union agrees that all questions of jurisdiction shall be determined by and between the Union and other unions with whom the Company may have contracts.

### ARTICLE 15 VALIDITY

In the event that any portion of this Agreement is proven null and void or illegal by existing or future local, State, or Federal law, the parties hereto shall negotiate in good faith that portion of the Agreement affected. The remainder of the Agreement shall remain in full force and effect.

### ARTICLE 16 INJURIES

**SECTION 1** - In cases where injuries are sustained on the job, and where the employee, Full- or Part-time, is unable to work his scheduled hours because of said injury, such employee shall not suffer any loss in pay for a maximum of five (5) days within a period of ten (10) days. The day of injury shall not be counted as one of the five compensable days.



**SECTION 2** - In the event of an injury sustained on the job which does not immediately result in loss of time at work, the above provision will be applicable, as of the first occasion, that said injury results in loss of time at work.

**SECTION 3** - The Company agrees to authorize its Store Managers (a copy of such authorization to be forwarded to each Local Union) to advance out of store funds an amount equal to five (5) days' pay for employees who are clearly disabled by an accident occurring on the job. The purpose of this Agreement is to help the employee maintain continuity of income insofar as possible while insurance claims and/or requests for supplementary pay are being processed. It is understood that the employee will reimburse the store funds as quickly as possible, but no later than the next regular pay day after he has been reimbursed by the insurance company.

**SECTION 4** - An employee who is out of work and received workers' compensation from the Insurance Carrier from the first day of injury may not be required to reimburse the Company for this initial amount paid to him during his first week of absence if said amount is used up during the immediate succeeding days or weeks of absence.

**SECTION 5** - In no event can an employee receive more during this period of disability than what he would have earned for a regular work week.

**SECTION 6** - Any advance made by the store to the employee as heretofore must still be refunded directly to the store as in the past.

**SECTION 7** - Employees receiving Worker's Compensation retain the right of reemployment for up to two (2) years from the day of injury.

**SECTION 8** - When an employee goes out on disability, the maximum Accident and Sickness payment is one per illness only.

## **ARTICLE 17** **LEAVE OF ABSENCE**

**SECTION 1** - Full-time employees with one or more years of continuous service may be granted a leave of absence up to six (6) months, providing such requests are reasonable.

**SECTION 2** - Part-time employees with one or more years of continuous service may be granted a leave of absence up to three (3) months, providing such requests are reasonable.

**SECTION 3** - Requests for a leave of absence shall be in writing and submitted to the Market Manager who forwards the requests to the Labor Relations Department. The authority to approve or disapprove a leave of absence shall be vested with the Vice President of Labor Relations, The Stop & Shop Supermarket Company LLC.

**SECTION 4** - An employee shall be notified in writing, within a reasonable period of time, if the requested leave of absence has been approved or denied. This letter shall specify the time limit placed on the leave of absence. A copy of such letter shall be sent to the appropriate Local Union. If the employee fails to return

to work or to communicate with the Personnel Division before his leave expires, his employment shall be terminated.

**SECTION 5** - An employee on an approved leave of absence shall be automatically terminated if:

1. He does not return to work when the leave of absence expires;
2. He works elsewhere while on leave without express permission, in writing, from the Company to be so employed.

**SECTION 6** - An employee who returns from authorized leave of absence of three months or more, and who was eligible for his vacation benefits when he commenced his leave of absence shall be entitled to his vacation benefits immediately upon his return from said leave of absence. An employee who returns from an authorized leave of absence of three months or more, and who was not eligible for any vacation benefits when he commenced his leave of absence, is not entitled to his vacation benefits until he has been continuously employed for a period of three months after his return from said leave of absence.

**SECTION 7** - An employee elected to public office shall be granted such leave of absence to correspond with one elected term of office without pay. Upon proper notice an employee elected to public office not requiring his Full-time service shall be granted the necessary time off without pay to perform the duties of his office.

**SECTION 8** - Any employee on approved leave of absence shall continue to accumulate all seniority rights. Such leaves include, but are not limited to, military leave, union leave, or absence due to illness (whether due to sickness or injury, job related or otherwise, paid or unpaid).

**SECTION 9** - An authorized leave of absence shall not break an employee's service record.

**SECTION 10** - An employee who transfers out of the bargaining unit and remains in the employ of the Employer and is subsequently returned to the bargaining unit by the Company shall be reinstated and immediately credited with the seniority he held at the time he transferred out provided he has not been out of the bargaining unit for more than six (6) months.

An employee who transfers out of the bargaining unit for more than six (6) months and remains in the employ of the Employer and is subsequently returned to the bargaining unit by the Company shall be reinstated and acquire his former seniority when he has been actively employed in the bargaining unit from his date of re-entry for the period of time he was out of the bargaining unit up to a maximum of five (5) years.

Employees transferred out of the bargaining unit shall not accumulate any time for the purpose of seniority in layoffs while out of the bargaining unit.

**SECTION 11**- Requests to extend a leave of absence shall be in writing, and shall be subject to the Company's approval. A copy of any correspondence on such requests shall be sent to the appropriate Local Union.

SECTION 12 - LEAVE OF ABSENCE FOR UNION DUTIES - Any member of the Union being elected or appointed to an office in the Union or as a delegate to any Union activity necessitating temporary leave of absence shall be granted such leave of absence and shall at the end of the term in the first instance, be restored to his former position or to a position of similar type at the then prevailing wage rate. When an employee returns from a leave of absence for union duties, and makes application to return to work within ninety (90) days of his release, he shall be reinstated within fifteen (15) days from the date of application to return to work.

SECTION 13 - The foregoing rules and regulations do not change in any way the present leave of absence arrangement in effect covering employees on military leave and employees serving the Union as set forth in the current Labor Agreement.

SECTION 14 - A Market Manager may grant up to four (4) weeks of unpaid vacation time within a calendar year.

#### ARTICLE 18 ELECTION DAYS

The Company agrees that upon request of the Union or an employee, it shall instruct Supervisors and Managers to arrange the work schedule for Election Day week so that those employees who otherwise would not be able to shall have an opportunity to vote.

#### ARTICLE 19 VISITING STORES

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.

#### ARTICLE 20 SHORTAGES

SECTION 1 - Any employee who is charged with a shortage shall be entitled to a hearing in the presence of the union representative of the Local Union and a supervisor. In the event a shortage is found to exist, the Company will take into consideration the employee's past work record before taking any disciplinary action.

SECTION 2 - In the event of an alleged shortage, the Union may examine copies of store transactions for the purpose of checking figures.

#### ARTICLE 21 PRIVILEGES

Employee's privileges heretofore existing shall continue under this Agreement. The Union agrees that there shall be no abuse of such privileges.

**ARTICLE 22**  
**NO INDIVIDUAL AGREEMENTS**

The Company shall not enter into any individual agreement with any employee or employees covered by this Agreement and which is in conflict with this Agreement.

**ARTICLE 23**  
**NO REDUCTION IN WAGES**

There shall be no reduction in wages as a result of the adoption of this Agreement.

**ARTICLE 24**  
**POLYGRAPH**

The Company agrees that it will not request or require or accept any voluntary offer from any employee to take a lie-detector test.

**ARTICLE 25**  
**SENIORITY**

**SECTION 1 - LAYOFFS**

- A. The principle of seniority shall apply in all layoffs due to lack of work covering all employees in a mutually agreed upon geographical area in accordance with the following provisions.
- B. In the process of a layoff within the job classification of Meat Department Heads due to closed out stores, Meat Department Heads shall not exercise their seniority over one another. However, a Meat Department Head of a closed out store shall have the right to exercise his seniority through any lower job classification in accordance with, and in order, of the classifications listed in (D) of this section. A Meat Department Head of a closed out store, when reduced to a lower job classification, shall carry in the lower job classification his total of all Full-time service with the company.
- C. In the application of seniority in layoffs, displacements or recall, the date determining an employee's seniority date shall be equal to the date the employee was either employed for or appointed to Full-time work within the respective bargaining unit covered by this Agreement. Once the original seniority date is established, any such time as the employee has been actively employed Full-time in the meat department shall be used to determine his total seniority.

- D. In the process of a layoff (except B of this section) the junior employee in any job classification shall have the right to exercise his seniority through any lower job classification starting first with the next lower job classification in accordance with and in order of the classifications listed below:

Group 1

Meat Department Head  
Head Meat Cutter  
Assistant Head Meat Cutter  
Meat Cutter  
Apprentice Meat Cutter

Group 2

Deli Head  
Lead Cold Food  
Lead Service Fish

Employees from either of the above groups may bump down into the following groups, except that a Full-time Lead Cold Food Clerk and Full-time Lead Fish Clerk may not bump a Full-time Clerk.

Group 3

Full-time Clerk  
Full-time Service Clerk  
Part-time Meat Cutter  
Part-time Journeyman Caseman and Part-time Clerk  
Part-time Service Clerk

**NOTE:** Bumps are allowed between Group 1 and 2, except that Meat Cutters hired after 3/10/85 may not bump a Deli Head and only a Deli Head may bump a Lead Cold Food or Lead Service Fish clerk.

- E. The junior employee in any job classification when reduced to a lower job classification shall carry in the lower job classification his total of all Full-time service with the Company.
- F. Full-time employees shall have seniority rights over Part-time employees.
- G. Full-time employees will be given one week's notice or one week's pay in lieu of notice in layoffs due to lack of work.

Part-time employees shall be notified of layoff by 3:00 P.M. on Friday, except in the event of a store closing where they shall receive one week's notice.

- H. An employee shall be terminated in the event of any of the following:
1. The employee quits;
  2. The employee is discharged for just cause;
  3. The employee, while on leave of absence, accepts work with another employer (except for employment with the Union), unless he has written permission from the Company. The Company will furnish the Union with a copy of such permission when granted;

4. The employee fails to report from a layoff within ten working days, (Part-time within 72 hours), from the date the notice of recall was sent by the Company, by certified mail, return receipt requested to the employee;
5. A Full-time employee has not worked for the Company for twelve (12) consecutive months from date of layoff.

I. Employees employed thirty days or less shall have no seniority rights.

## SECTION 2 - RECALL

### A. Full-time Employees:

1. The Full-time employee who accepts temporary Part-time work shall be given first preference for Full-time work within his classification when it becomes available;
2. Full-time employees laid off for lack of work shall have the right to job openings which may occur within a period not to exceed twelve (12) 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 the employees are re-employed within the above period after the date of layoff, they shall be reinstated and shall not lose their continuity of employment;
3. A Full-time employee who has been reduced to Part-time shall be scheduled for the maximum available Part-time hours in the department.

B. Part-time Employees - Part-time employees employed for thirty-one (31) days or more shall have seniority rights within the store and six (6) months' recall rights within the store. In the case of a store closing, seniority rights and recall rights shall be within the Market Manager area or the Local 328/1445 zone area.

## SECTION 3 - PROMOTIONS

- A. The Company shall continue its efforts to train senior employees to fill higher rated classifications.
- B. Promotions to Head Meat Cutter shall be made from Assistant Head Meat Cutters or Full-time Meat
- C. Cutters. In the matter of promotion, the Company shall have the right to exercise its judgment on fitness and ability and shall make final determination after giving due regard to seniority and after considering suggestions and recommendations of the Union.
- D. When a Full-time clerk is needed, preference shall be given to senior Part-time employees provided they are available and qualified for Full-time work.

- E. Part-time employees within their Part-time job classification will be offered by seniority a schedule with the greatest number of hours available within the classification provided that the employee is available for these hours on a regular basis. For the purpose of this provision, Part-time classifications are defined as follows:

Part-time Meat Cutter  
Part-time Journeyman Caseman  
Part-time Clerk  
Part-time Service Clerk

- F. The Company shall post in each store, from March 1 to March 15 of each year, a survey sheet for Part-time employees seeking a Full-time job on a permanent basis. Part-time employees only may sign the list if they are available for and desiring Full-time employment on a continuing basis. If no employee on the list offers to fill the positions available, the Company may fill the position from any source available to them.
- G. Employees promoted to Full-time shall be on probation for a period of 90 days. If either the employee or the employer determines that the change is not satisfactory, the employee shall be returned to the employee's former position with seniority and pay as if the employee never left.

#### SECTION 4 - MISCELLANEOUS

- A. Any discharged employee who is reinstated through the grievance or arbitration procedure of this Agreement shall have his seniority status made whole upon his return to work.
- B. A Full-time employee reduced to Part-time due to lack of work shall be eligible for his benefits as of the date of his reduction for a period not to exceed six (6) months.
- C. An employee recalled after layoff, but within the recall period, shall not lose any continuity of service relative to rates of pay, vacation credits and benefit plan program.
- D. Employees (Full-time and Part-time) inducted into the Military Service of the United States under the Selective Service Act of 1948 and its amendments, or who enlist after its enactment in accordance with the provisions governing such enlistments, shall retain seniority rights in conformance with the provisions of the Act and its amendments.
- E. The Company will notify the respective Local Union office of all Full-time or Part-time employees who are terminated for any reason and explain the reason for such termination.
- F. Managers who are demoted shall be treated in accordance with the following stipulations:
1. If he has been a Manager for less than one year, he shall return to his previous classification and receive his former rate of pay plus any increases he would have received had he not been made a Manager;

2. If he has been a Manager for more than one year, he shall receive the classification rate in his new classification;
  3. If the demotion is due to a serviceman returning to work, the employee so demoted shall receive his former rate of pay plus any increases he would have received had he not been made a Manager.
- G. The Company shall furnish, twice each year, each Local Union with an up-to-date seniority roster of the employees for the Locals' mutually agreed upon area, showing the employee's name, classification, and seniority date. The Union will be notified of any changes affecting the roster.
  - H. The Union shall be notified at least one week in advance of all promotions, demotions, reductions, and layoffs.
  - I. There shall be no layoff of Meat Cutters until all apprentices have been eliminated as covered under Section 1 of this Article.

No employee shall be laid off or have his hours reduced until the completion of his scheduled work week. An employee shall be given one week's notice or one week's pay in lieu of notice of layoff, except that this shall not apply to an employee discharged for cause.

## ARTICLE 26 BENEFIT PLANS

### SECTION 1 - HEALTH AND WELFARE FUND - LOCAL 1445

The Company's Health and Welfare obligations are set forth in an Attachment to this Collective Bargaining Agreement.

### ELIGIBILITY FOR CONTRIBUTIONS

Full-time Employees - All Full-time employees who are in the active employ of the Employer the first day of the month following thirty (30) days of Full-time employment.

Part-time Employees - All Part-time employees in the active employ of the Employer the first day of each month and who have 36 months of continuous Part-time service.

## ARTICLE 27 PENSION PLAN

The Company's Pension obligations are set forth in an Attachment to this Collective Bargaining Agreement (Exhibit R).

### ELIGIBILITY

Full-time Employees - All Full-time employees beginning the first day of the month after such employee completes thirty (30) days of Full-time employment.



**Part-time Employees** - All Part-time employees beginning the first day of the calendar month after such employee completes one year of continuous Part-time employment.

The Company has established a Company administered supplemental pension plan for Full-time employees with one or more years of continuous Full-time employment and for Part-time employees with one or more years of continuous Part-time employment who retire after the date of ratification which will have the same characteristics as the United Food and Commercial Workers International Union Industry Pension Plan. Effective January 1, 1988, the supplemental plan shall provide such Full-time employees with a benefit of \$8.00 per month per year of future credited service and such Part-time employee with a benefit of \$8.00 per month of past and future credited service. Vesting, eligibility, and other material portions of the supplemental plan shall be to the extent relevant similar to provisions of the United Food and Commercial Workers International Union Industry Pension Plan. Effective July 1, 1997, the Company Meatcutters Supplemental Pension Plan shall be frozen for Full-time employees currently in the Plan. For Part-time eligible employees the future service benefit in the Supplemental Plan shall be \$10.00 per month and extended to all Part-time employees participating in the Industry Pension Fund.

The Employer shall contribute to the Pension Fund, as provided herein, only if said contributions are deductible by the Employer for Federal Income Tax purposes. The Employer shall participate in the Pension Fund only if such participation or the continuation thereof shall not impair the Pension Fund's qualification under Internal Revenue Code provisions and Internal Revenue Service rulings and regulations.

Nothing in this Agreement shall authorize the Board of Trustees to increase the amount of contributions required to be paid by the Employer pursuant hereto, to extend the period for which contributions shall be made or to authorize the Board of Trustees to bind the Employer in any manner.

The Company will maintain a 401(k) Plan for eligible employees. The Plan is non-contributory.

## **ARTICLE 28** **STEWARDS**

**SECTION 1** - The Union shall have the right to have two Stewards in each Meat Department of the Company's stores covered by this Agreement.

**SECTION 2** - Stewards shall be employees of the Company.

**SECTION 3** - In addition to his seniority rights as a regular employee, one Steward shall have top seniority in layoffs due to lack of work within his respective Meat Department and classification.

**SECTION 4** - One Steward per store shall not be transferred unless such transfer is mutually agreed upon between the Company and the Union.

**SECTION 5** - The Union shall supply the Company with a list of Stewards designating which Steward has top seniority and store locations.

**SECTION 6** - The Steward shall have the authority to handle any violations of the provisions of this Agreement upon occurrence of such violations. The method of handling the violations of this Agreement is outlined in the Grievance Procedure.

**SECTION 7** - The Steward shall not in any way interfere with the Manager in his operation of the store.

**SECTION 8** - The Union shall furnish yearly an up-to-date list of all stewards and their store locations.

**SECTION 9** - The Company agrees to provide one (1) day (a Monday, Tuesday or Wednesday only) with pay to allow two (2) Stewards per store to attend the annual Shop Steward Conference. Store Managers must be notified in advance so that appropriate scheduling arrangements can be made.

## ARTICLE 29 GRIEVANCES AND ARBITRATIONS

### SECTION 1 - GRIEVANCE PROCEDURE

In the event that a problem should arise, the employee may take up this problem with his Store Manager, Department Manager, Union Representative or Steward for adjustment.

If the employee feels that this problem has not been solved to his satisfaction and he desires to make this a grievance, the grievance shall be dealt with in the following manner:

**First Step** - The employee may report his grievance to the Steward or Union Representative who will meet with the Meat Department Head or Store Manager to adjust the grievance. In the event of the Steward handling the grievance, the final settlement of the grievance shall be first approved by the Union Representative.

**Second Step** - If the grievance is not settled, the Union Representative shall meet with the Company's Market Supervision and attempt to settle the grievance.

**Third Step** - If the grievance is not settled, the grievance shall be referred to the Company's Labor Relations Division. The Labor Relations Division shall discuss the grievance with the Union Representative and Steward and endeavor to settle the grievance; in the event the grievance is not settled in the third step, it shall be submitted to arbitration in accordance with Section 2.

### SECTION 2 - ARBITRATION PROCEDURE

In the event that the Company and the Union are unable to settle a grievance, then seven (7) days after last discussion between the Company and the representative of the Union the grievance shall be referred to the American Arbitration Association whose decision shall be final and binding on both parties. The Arbitrator shall have no authority or power to add to, detract from, or alter in any way the provisions of this Agreement.

In the event of any grievance over a discharge or suspension pending discharge, the Union shall notify the Company of such grievance within fourteen (14) days of the date of discharge or suspension pending discharge or its right to arbitration shall be forfeited. The expense of such arbitration shall be borne equally by the Union and the Company.

ARTICLE 30  
TRANSFERS AND TRANSPORTATION

SECTION 1

- A. The Company shall not make unreasonable transfers. No transfers of employees shall be made by the Company unless the Union and the employee have been notified prior to the transfer, in writing or in person. If notification has been made in person, the transfer shall be confirmed in writing.
- B. The Union and the employee shall be notified seven (7) days in advance of permanent transfer.

SECTION 2 - The Company shall designate a home store for the purpose of determining eligibility for travel allowance and the Union shall be notified of the eligibility prior to the transfer.

SECTION 3 - If, in the opinion of the Company, a transfer is required resulting in overnight lodging and meals, such employee shall be reimbursed for reasonable expense incurred.

SECTION 4 - Whenever an employee is transferred to a store requiring a carfare expense greater than the basic public transportation fare, that employee is reimbursed for this additional expense, not as salary but as expense, so long as it is incurred; this does not apply in the case of an employee who at the time of employment is assigned to a store requiring an expense greater than the public transportation fare.

SECTION 5 - Whenever an employee is transferred to a store beyond the area of the basic public transportation fare and uses his car to go to and from work, he receives mileage allowance at the rate of \$.375¢ per mile for miles traveled in excess of 30 miles per day; this does not apply in the case of an employee who at the time of employment is assigned to a store requiring travel by car in excess of thirty miles.

Stop & Shop employees receiving travel pay at the commencement of this Agreement shall continue to receive the same mileage eligibility for the duration of their current travel pay assignments. Former Purity and Edwards employees shall have their mileage eligibility changed to 30 miles upon the effective date of the contract.

SECTION 6 - In those instances where an employee moves his residence to a point more distant from his place of employment than when originally assigned to a store, he does not receive additional carfare or mileage allowance.

SECTION 7 - Where promotions are involved, transportation expense shall be handled individually to the mutual satisfaction of all parties.

SECTION 8 - All payment for transportation shall be approved by the Director of Labor Relations.

**SECTION 9** – If a Part-time employee is transferred voluntarily and temporarily for a week or more to a store with a starting rate that is higher than the rate the employee is currently earning, that employee will receive, for the assigned time, that store's starting rate.

**ARTICLE 31**  
**BULLETIN BOARDS**

The Company agrees to provide space on store bulletin boards for the Union to post notices. Bulletin boards will be located as near to time clocks as possible or in a conspicuous place. The Company agrees to provide space in each Meat Department for Union notices.

**ARTICLE 32**  
**SHOP CARDS/DECALS**

Shop cards or decals of the Union shall be displayed in a prominent place in each of the Company's stores and this shop card shall, at all times, remain the property of the Union.

**ARTICLE 33**  
**MILITARY BENEFITS**

**SECTION 1 - MILITARY SERVICE**

Any employee who enlists or is drafted into the Military Service of the United States shall be placed on a leave of absence for his period of service up to forty-eight (48) months or for an additional time of up to one year if this extension is at the request and for the convenience of the Federal Government.

The Company will reinstate, in compliance with the Veteran's Re-employment Statute, an employee who has re-employment rights under the law and who has applied for reinstatement within the legally required period of time after his date of discharge. He shall be reinstated after he has made application to return and upon receipt by the Company of the employee's separation orders. This request to return to work may be made orally or in writing.

Employees who are reinstated to employment after serving in military service shall receive full credit for time spent in this service. This time (military leave) shall be added to their service time with the Company. An eligible veteran who left a position to enter military service shall be restored to such position or to a position of like seniority, status, and pay. However, time spent in military service by apprentice meat cutters shall not be credited as time worked for purposes of accruing service in the step-rate or progression scale.

With respect to benefits maturing after his reinstatement, he is to be treated as if he had remained continuously employed rather than absent in military service; this shall include, but not be limited to, insurance, pension, vacations, sick day eligibility and any other benefits that are offered to non-veterans.

## SECTION 2 - EMERGENCY NATIONAL GUARD DUTY

An employee called to National Guard duty because of a local emergency of the State shall suffer no loss in basic pay.

## SECTION 3 - MANDATORY MILITARY PHYSICALS

An employee who is called upon during working hours to take physical examination for entry into the Armed Forces may have this examination without loss of pay. The Employee's day off shall not be changed to avoid payment under this Section.

## SECTION 4 - MILITARY TRAINING DUTY

Members of the National Guard or Reserve Units who present an authorized letter from their Company Commanders are granted a leave of absence which coincides with their normal encampment period.

When eligible, such employees have the option of arranging vacation time to coincide with the encampment period or taking the leave of absence without pay.

An employee shall not be required to take Military Training duty as his earned vacation. If a holiday provided for in this Agreement falls during an employee's two (2) week training period, the week immediately following shall be that employee's holiday work week.

SECTION 5 - Regular Full-time employees who have one or more years of continuous Full-time service with the Employer are entitled to receive three weeks' Military Leave Separation Pay when called into the Armed Forces for a normal enlistment.

A normal enlistment in the Armed Forces is a period of not less than two (2) years.

When an employee leaves for the Armed Forces, he obtains a letter from the Commanding Officer after he has been assigned to his first training center and forwards this letter to the Personnel Division. The letter shall confirm his induction into the service and state length of enlistment. The Military Leave Separation Pay is forwarded to the employee upon receipt of the letter of confirmation.

Regular Full-time employees, who are members of Reserve or National Guard Units and who have one or more years of continuous Full-time service with the Company, shall be entitled to the following military leave pay if they are called to active duty by Federal Order:

1. One week's pay upon confirmation from Commanding Officer when inductee has been assigned;
2. One week's pay after nine (9) months of service;
3. One week's pay after fifteen (15) months of service.

It shall be the responsibility of the inductee to send in a letter of confirmation from the Commanding Officer confirming the continuous active duty after nine months and after fifteen months. Upon receipt of this letter, a check will be forwarded to the inductee.

**ARTICLE 34**  
**WORK PERFORMED BY MEMBERS OF BARGAINING UNIT**

All work and service connected with or incidental to any phase of work including, but not limited to, the handling or selling of all merchandise offered for sale in the Company's Meat, Fish, Delicatessen, Poultry, Cold Foods and Bazaar Department shall be performed only by the Employees as defined in this Agreement. Members of the said bargaining unit shall perform no work in any other department of the Company's stores not covered by this Agreement.

It is understood that this Article shall be inoperative during the setup of new and major remodeled stores and during the first six (6) working days.

**ARTICLE 35**  
**AUTOMATION - MECHANIZATION - NEW CLASSIFICATIONS**

The Company will notify the Union before introducing any new type of production equipment, before setting up a new department, or before establishing a new classification not presently listed within this Agreement.

**ARTICLE 36**  
**RELIEF MANAGER**

**SECTION 1** - A member of the bargaining unit shall receive \$7.00 for daily replacement of a Meat Department Head in a partial week, except on a Sunday. If the replacement holds the classification of Meat Department Head this provision shall not apply.

**SECTION 2** - A member of the bargaining unit shall receive the applicable base rate or \$35.00 over current rate, whichever is greater, when he replaces the Meat Department Head or the Deli Head for a full week.

**ARTICLE 37**  
**MODIFICATION**

This contract shall stay in full effect and shall not be modified unless mutually agreed to in writing by the Company and the Union.

**ARTICLE 38**  
**HOURS**

**SECTION 1** - The work week for all Full-time employees is as follows:

A. **Regular Straight Time Hours - Forty (40) hours, five (5) day week Monday through Saturday:**

Four (4) days - eight (8) hours between 6:00 AM and 6:00 PM;  
One (1) day - eight (8) hours worked back from 10:00 PM; or  
Five (5) - eight hour days between 6:00 AM and 6:00 PM.

**B. Holiday Straight Time Hours - Thirty-two (32) hours, four (4) day week Monday through Saturday:**

Three (3) days - eight (8) hours between 6:00 AM and 6:00 PM;  
One (1) day - eight (8) hours worked back from 10:00 PM; or  
Four (4) - eight hour days between 6:00 AM and 6:00 PM.

- C. Working hours for employees shall be consecutive within any one (1) working day.
- D. Full-time employees, other than classified, hired or appointed from Part-time employment between March 7, 1976 and December 9, 1978 may be scheduled for eight (8) hours' work per day between the hours of 6:00 AM and 10:00 PM at the straight time hourly rate.
- E. Full-time employees hired or appointed from Part-time employment on or after December 9, 1978 may be scheduled for eight (8) hours' work per day between the hours of 6:00 AM and 10:00 PM at the straight time hourly rate.
- F. Employees may start at 5:00 a.m. at the straight-time rate on a voluntary basis provided they sign a written waiver.

**SECTION 2 - HOURS OF WORK FOR PART-TIME EMPLOYEES**

- A. The hours of work determining the status of a Part-time employee shall be thirty (30) hours per week or less. If a Part-time employee works in excess of thirty (30) regular hours in any week, he shall receive time and one-half for those hours worked over the first 30 hours. If a Part-time employee works 40 hours or more, such employee will receive the pro-rated Full-time rate for all hours worked, except from May 1st to the Sunday after Labor Day each year, when Part-time employees shall be paid at their Part-time rate of pay for all hours up to and including forty (40) hours per week. This provision shall also apply to Part-time Meat Cutters but only those hired or appointed under the "on/after 1/1/97" Part-time Meat Cutter provision of Article 39, Section 1.
- B. When a Part-time employee is requested or scheduled to report for work and upon reporting finds no work available, he shall receive payment for those hours he is scheduled to work on the particular day.
- C. Part-time employees shall be scheduled for no less than fifteen (15) hours a week, and for no less than four (4) hours per day. The aforementioned does not apply for those who legally cannot adhere to the minimums. Except during a holiday week when the following minimum workweek shall apply:
  - 1. Part-time employees on the payroll prior to December 13, 1981: When a holiday falls on a Monday, Tuesday, or Wednesday, they shall be scheduled for no less than fifteen (15) hours exclusive of any hours worked on the holiday;

When a holiday falls on Thursday, Friday, or Saturday, they shall be scheduled for no less than twelve (12) hours per week exclusive of any hours worked on the holiday;

2. Part-time employees hired on or after 12/13/81 shall be scheduled for no less than twelve (12) hours in a holiday week.

### SECTION 3 - SCHEDULE

A schedule designating employees' hours of work shall be posted in ink in each store by 3:00 PM Friday for the following week. Scheduled hours will be totaled daily and weekly when posted.

### SECTION 4 - OVERTIME PAY

- A. Full-time Employees - All hours worked by Full-time employees, in excess of the foregoing and on the fifth day in a holiday week and the sixth day in a regular work week, shall be paid at the rate of time and one half the employee's regular hourly rate.
- B. Part-time Employees - All hours worked by Part-time employees on the fifth day in a holiday week, the sixth day in a regular work week, in excess of eight (8) hours per day, before 6:00 AM or after 10:00 PM shall be paid at the rate of time and one-half the employee's regular hourly rate.

All hours worked by Part-time employees hired on or before March 27, 1988, after 10:00 PM shall be paid at the rate of time and one-half the employee's regular hourly rate.

All hours worked by Part-time employees hired after March 27, 1988 one-half hour after store closing, or 10:00 PM, whichever is later, shall be paid at the rate of time and one-half the employee's regular hourly rate. For the purpose of this paragraph, closing time on any day when a store is open 24 hours shall be deemed to be 12:00 AM (midnight).

- C. Major Holidays - When employees (including Department Heads and Part-time employees) are requested by the Company to work on any holiday as outlined in Article 7, Part A, entitled "Holidays," they shall receive double their regular hourly rate for hours worked, but such hours worked shall not be counted as hours worked toward figuring weekly overtime. Employees hired after 2/12/94 shall be paid one and one-half times their hourly rate for such hours worked on a holiday.
- D. Sundays and Minor Holidays - When employees (including Department Heads and Part-time employees) are requested by the Company to work on a Sunday or any of the minor holidays as outlined in Article 7, Part B, entitled "Holidays," they shall receive time and one-half their regular hourly rate for hours worked but such hours worked shall not be counted as hours worked toward figuring weekly overtime.



## SECTION 5 - NIGHT MEAT OPERATION

The following premium applies to shifts beginning between 10:00 PM and 2:00 AM in those stores which use a Night Meat Operation:

Cutting classifications - \$1.00 per hour effective 2/10/02

All others - Full-time and Part-time -  
- \$ .75 per hour effective 2/11/01  
- \$1.00 per hour effective 2/10/02

Time and one-half shall be paid to employees on the night shift for work performed in excess of eight (8) hours per night and forty (40) hours per week, and the fifth (5th) night in a holiday week and the sixth (6th) night in a regular workweek.

The above replaces the overtime provisions in Section 4 applicable to work performed before and after certain hours of the day.

## SECTION 6 - MISCELLANEOUS PROVISIONS

- A. No Full-time employee shall be compelled to accept overtime. No Part-time employee shall be compelled to accept overtime or premium hours. If too few employees accept overtime, employees shall be required to work by inverse seniority within the groups listed in (C) below.
- B. Members of the bargaining unit subject to this Agreement are required to record their time worked on time cards or time sheets provided for the purpose.
- C. Scheduled overtime - Sundays and Holidays - shall be rotated within the following classification groups whenever possible:

### Group 1

Meat Department Head  
Head Meat Cutter  
Ass't. Head Meat Cutter  
Meat Cutters  
Part-time Meat Cutter

### Group 2

Delicatessen Person  
Apprentice Meat Cutter  
Full-time Clerk  
Full-time Service Clerk  
Part-time Clerk  
Part-time Service Clerk

When an employee refuses overtime it shall be counted as time worked for purposes of determining whether the Company has complied with the provisions above.

If too few employees accept overtime, employees shall be required to work by inverse seniority within these groups.

- D. Meat clerks shall be permitted to grind hamburg.

## SECTION 7 - MEAL PERIOD

Working hours shall be consecutive in any day in which an employee is employed with one (1) full hour for lunch commencing at 11:00 AM and ending at 2:00 PM and not more than one (1) full hour for supper.

However, in the event an employee, with the consent of the Company, desires one-half hour for lunch and/or supper, it may be so arranged if permitted by law. Such consent shall not be unreasonably withheld.

#### SECTION 8

- A. No employee shall be given compensating time off in lieu of overtime worked.
- B. Part-time employees shall be scheduled for not less than those hours required under the respective State Law.

#### SECTION 9 - CREDIT FOR PART-TIME HOURS

- A. A part-time employee who changes to full-time employment shall be placed on the minimum rate of the scale in the classification to which he/she is promoted, or shall receive an hourly increase of \$1.00, whichever is greater. They shall then progress to the next scale rate when they have satisfied the number of months necessary to move from their rate to the next scale rate.
- B. A Part-time employee who changes to Full-time employment and retains Full-time employment status for less than three (3) months and then returns to his Part-time status will receive the hourly rate to which he was entitled had he not changed his status.
- C. A Part-time employee who changes to Full-time employment for more than three (3) months and then returns to Part-time status will receive a rate determined by dividing his Full-time basic wage by forty (40). This shall not apply from May 1st to the Sunday after Labor Day each year. This shall not apply in the case of an employee requesting a reduction to Part-time.

SECTION 10 - The Company agrees to arrange the work schedule such that all employees shall have off at least one Saturday night (defined as 6:00 PM on) out of each four (4) consecutive Saturday nights.

**ARTICLE 39**  
**WAGES**

SECTION 1 – The following stated rates shall apply to the following classifications:

A.

*Meat Dept. Head	\$807.00
*Head Meat Cutter	\$755.50
*Meat Cutter	\$749.00
*Deli Head	\$749.00
*Part-time Meat Cutter hired prior to 1/1/97	\$18.725/hour

\*Those employees holding the above classification on 2/14/04 shall receive the following General Wage Increases on the dates indicated:

	<u>2/15/04</u>	<u>2/20/05</u>	<u>2/19/06</u>
GWI	\$25.00	\$25.00	\$25.00
	.625¢	.625¢	.625¢

Those employees holding the position of Part-time Meat Cutter hired or appointed on/after 1/1/97 shall receive the following General Wage Increases on the dates indicated.

	<u>2/15/04</u>	<u>2/20/05</u>	<u>2/19/06</u>
GWI	.625¢	.625¢	.625¢
Min rate			
\$15.50			

Effective 12/10/78, the Assistant Head Meat Cutter classification shall be discontinued and no new appointments shall be made. Those employees classified as Assistant Head Meat Cutters on 12/9/78 shall retain the rate and classification and receive the above-noted General Wage Increases for classified employees. Each store shall be required to have either one (1) Assistant Head Meat Cutter or one (1) Meat Cutter.

Effective February 14, 1972, the Deli Assistant Classification shall be discontinued and no new appointments shall be made.

Those employees appointed to Meat Department Heads on or after 2/15/04 shall receive the greater of \$20/week over their stated rate at the time of their appointment, or \$807.00/week, and any applicable General Wage Increases thereafter.

Meat Cutters appointed to Head Meat Cutters on or after 2/15/04 shall receive the greater of \$6.50/wk over their stated rate at the time of their appointment, or \$755.50/wk, and any applicable General Wage Increases thereafter.

Assistant Head Cutters appointed to Head Meat Cutters on or after 2/15/04 shall receive the greater of \$3.50/wk over their stated rate at the time of their appointment, or \$755.50/wk, and any applicable General Wage Increases thereafter.

**B. Employees Hired or Appointed to Full-time Clerk**

1 month	\$360.00
2 months	\$374.00
4 months	\$404.00
8 months	\$435.00
8 months	\$452.00
6 months	\$487.00
6 months	\$525.00

	<u>2/15/04</u>	<u>2/20/05</u>	<u>2/19/06</u>
*GWI	\$25.00	\$25.00	\$25.00

\*The 2/15/04 GWI applies to everyone and then they advance to the next scale rate when they have satisfied the number of months necessary to move from the scale rate at or immediately below their new salary on 2/15/04. Subsequent GWIs apply only to those who are at the top of the scale.

**C. Part-time Clerk hired on or before 2/14/04:**

Step 1	Start	\$6.75/hr
Step 2	1 month	\$7.00/hr
Step 3	2 months	\$7.24/hr
Step 4	3 months	\$7.50/hr
Step 5	3 months	\$7.75/hr
Step 6	6 months	\$8.00/hr
Step 7	6 months	\$8.25/hr
Step 8	6 months	\$8.50/hr
Step 9	6 months	\$9.00/hr
Step 10	3 months	\$9.50/hr

Employees will receive the above rates according to the following rules:

The Company may hire, on a store-by-store basis at any rate of the classification table or at rates above the table and such hiring rate will be the minimum for the classification for that store as long as the store retains that rate. When a store raises its hiring rate incumbent employees below the new hiring rate will move immediately to the new hiring rate and thereafter progress to the next rate upon completion of the applicable time period required to move to the next rate. When a store reduces its hiring rate for new hires, no incumbent employee will be affected.

If the hiring rate for any classification exceeds the highest rate in the table, employees will receive the next GWI for that classification on the effective dates of such GWIs as set forth below.

	<u>2/15/04</u>	<u>2/20/05</u>	<u>2/19/06</u>
*GWI	.30¢	.25 ¢	.25 ¢

\*The 2/15/04 GWI applies to all part time clerks hired prior to 2/15/04 and then everyone in the classification advances to the next scale rate when they have satisfied the number of months necessary to move from the scale rate immediately at or below their rate on 2/15/04. Starting in 2005 the GWI applies only to an employee at or above the highest rate in the table.

Employees hired after 2/14/04:

<u>1 Month</u>	<u>13 Months</u>	<u>25 Months</u>
.30¢	.25¢	.25¢

D. Apprentice Meat Cutters

First 4 months	\$380.00
After 4 months	\$390.00
After 8 months	\$405.00
After 12 months	\$420.00
After 16 months	\$460.00
After 20 months	\$544.00
After 24 months	\$749.00

No General Wage Increases.

1. There shall not be more than one Apprentice in each store;
2. The Employer and the Union shall review the number of and the activity of the Apprentice Meat Cutters so that Apprentices shall have an opportunity to progress in all phases of the meat business;

3. Promotions to the classification of Apprentice Meat Cutter shall be made from Full-time Meat Department employees, preference given to employees with three (3) years of service, or more, with the Employer;
4. An employee promoted to Apprentice Cutter shall maintain his/her rate or receive the starting rate listed in the Apprentice schedule, whichever is higher. If his/her rate is higher than the starting rate of the Apprentice, he shall receive his next increase in pay after having served the required period of time in accordance with the Apprentice Progression Scale herein.

**E. Food Service Departments:**

The following rates shall apply for all employees in the Bake-off (contiguous or adjacent to meat department), Fish, Bazaar, and any other food service department established by the Employer.

**1. Part-time and Full-time Service Department Employees:**

**Part-time**

Step 1- Start	\$6.75/hr
Step 2 - 3 months	\$7.00/hr
Step 3 - 6 months	\$7.24/hr
Step 4 - 6 months	\$7.50/hr
Step 5 - 6 months	\$7.75/hr
Step 6 - 6 months	\$8.00/hr

Employees will receive the above rates according to the following rules:

**Part-time Service Clerk GWI:**

	<u>2/15/04</u>	<u>2/20/05</u>	<u>2/19/06</u>
*GWI	.30¢	.25¢	.25¢

\*The 2/15/04 GWI applies to all part time service clerks hired prior to 2/15/04 and then everyone in the classification advances to the next scale rate when they have satisfied the number of months necessary to move from the scale rate immediately at or below their rate on 2/15/04. Starting in 2005 the GWI applies only to an employee at or above the highest rate in the table.

**Employees hired after 2/14/04:**

<u>2 Months</u>	<u>14 Months</u>	<u>26 Months</u>
.25¢	.20¢	.20¢

Full-time Service Clerks:

Step 1	\$345.00
Step 2	\$365.00
Step 3	\$385.00
Step 4	\$405.00
Step 5	\$425.00
Step 6	\$445.00
Step 7	\$465.00

Employees will receive the above rates according to the following rules:

The above rates in the tables are at 6-month intervals except part-time table Step 2 is 3 months. The Employer may hire, on a store-by-store basis, at any rate of the classification table or at rates above the table and such hiring rate will be the minimum for the classification for that store as long as the store retains that rate. When a store raises its hiring rate, incumbent employees below the new hiring rate will move immediately to the new hiring rate and thereafter progress to the next rate upon completion of 6 months in that rate, except part-time table step 2 requires 3 months. When a store reduces its hiring rate for new hires, no incumbent employee will be affected.

If the hiring rate for any classification exceeds the highest rate in the table, employees will receive the next General Wage Increases for that classification on the effective dates of such General Wage Increases as set forth below.

Part-time Service Department Clerks shall have preference for Part-time clerks' positions as they become available. The Employer shall have the right to exercise its judgment on qualifications and ability and shall make the final determination after giving due regard to seniority.

Employees hired/appointed after 2/14/04 shall receive the next GWI after they reach the highest rate in the above table.

Full-time Service Clerk GWI

	<u>2/15/04</u>	<u>2/20/05</u>	<u>2/19/06</u>
*GWI	\$25.00	\$25.00	\$25.00

\*The 2/15/04 GWI applies to everyone and then they advance to the next scale rate when they have satisfied the number of months necessary to move from the scale rate at or immediately below their new salary on 2/15/04. Subsequent GWIs apply only to those who are at the top of the scale.

## 2. Full-Time Lead Fish Clerks

Those employees holding the position of Full Time Lead Fish shall receive the following General Wage Increases on the dates indicated. Full Time Lead Fish Clerks hired or promoted after 2/14/04 shall receive the greater of \$20.00/week over their stated rate at the time of their appointment or \$600.00/week whichever is greater, and any applicable General Wage Increase thereafter.

	<u>2/15/04</u>	<u>2/20/05</u>	<u>2/19/06</u>
GWI	\$25.00	\$25.00	\$25.00

## 3. Full-time Lead Cold Food Clerks

The Full-time Lead Cold Food Clerks shall have a stated rate of \$525.00.

	<u>2/15/04</u>	<u>2/20/05</u>	<u>2/19/06</u>
GWI	\$25.00	\$25.00	\$25.00

Future appointments to above classification vacancies (caused by attrition) will be optional. Full-time jobs will not be reduced by application of this provision.

## SECTION 2 – GENERAL WAGE INCREASES

All applicable General Wage Increases are specified in the text above.

## SECTION 3 – 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, for those employees hired prior to February 15, 2004, 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.

## ARTICLE 40 SECURITY

- A. Full-time employees, as listed on the Company payroll as of March 6, 1976 shall not be laid off for lack of work for the duration of this Agreement. This guarantee shall not be effective in the event of an emergency affecting the normal operation of the Employer, or in the event of store closure.



- B. In the event of a reduction of hours of work or layoff because of lack of work, such regular Full-time employee may bump the junior Full-time employee in his classification within a mutually agreed upon geographic area.
- C. The junior Full-time employee may:
  - 1. Either be offered work by the Employer within the framework of Part-time hours as a Full-time employee with pro-rata consideration of what a regular Full-time employee received;
  - 2. Accept layoff status with twelve months' recall rights.

NOTE: The employees referred to in (1) and (2) above shall be recalled to regular Full-time employment in accordance with their seniority rights.

\*See Article 25 of this Agreement.

- D. To avoid a layoff or reduction in hours, the Company, whenever possible, will continue its present practice of having a Full-time employee work in more than one (1) store.
- E. Pro-rata consideration of what a regular Full-time employee receives applies to wages, vacations, holidays, life insurance coverage, pension credits, and weekly indemnity payments, Major Medical, hospitalization, surgical, accidental death and dismemberment benefits for up to six months, exactly as if the reduced employee were working Full-time.
- F. It should be noted that this special status outline in the foregoing paragraph is for the life of this Agreement, and, if the reduced employee refuses regular Full-time work, he shall have no further rights to those indicated benefits in the preceding paragraph if he chooses to work as a Part-time employee.
- G. If the junior Full-time employee prefers layoff to working Part-time hours, he shall have twelve months' recall rights in accordance with his seniority and shall be provided benefit coverage as follows:

<u>Accident &amp; Health Insurance</u>	<u>Period of Coverage</u>
Weekly Indemnity	None
Hospitalization Surgical Accidental Death & Dismemberment	Sixty (60) days or final termination of employment, whichever occurs first.
Life Insurance	Twelve months or final termination whichever occurs first
Major Medical	Sixty (60) days or final termination of employment, which ever occurs first.

**ARTICLE 41**  
**SEVERANCE PAY**

- A. Eligibility - To be eligible for severance pay an employee must:
1. Be hired or appointed Full-time prior to 12/13/81;
  2. Be a Full-time employee with a minimum of one year's continuous service,
  3. Have been laid off for lack of work;
  4. Not be working with the Company on a Part-time basis;
  5. Have either exhausted his recall rights or have chosen to forfeit his recall rights at the time of layoff.
- B. Once an employee is eligible for severance pay he shall receive one (1) week's pay for each full year of continuous Full-time service.
- C. Employees who were appointed to Full-time prior to 12/13/81 who elect severance pay rather than recall or Part-time work shall be eligible for the unused portion of their sick leave at such time as they are terminated due to a store closing.
- D. An employee hired or appointed to Full-time after 12/13/81 will be eligible for severance pay provided such employee:
1. Is a Full-time employee with a minimum of one year's continuous service;
  2. Was working in a store that was sold to another retail food company;
  3. As a result of (2) was laid off for lack of work;
  4. Is not working for the Employer;
  5. Has either exhausted his recall rights or has chosen, at the time of layoff, to forfeit his recall rights.

Once such an employee is eligible for severance pay, he shall receive one week's pay for each full year of continuous Full-time service up to a maximum of ten weeks' pay.

ARTICLE 42  
GENERAL CONDITIONS

- A. Management Trainees - It is understood that the Company will be employing trainees who shall be referred to as Management Trainees. The Management Trainee will be employed and trained for eventual positions outside the bargaining unit. The Company shall notify the appropriate local union when an employee is employed for or designated as a Management Trainee. The above trainee shall be subject to and part of all the provisions of this contract agreement with the Company.
- B. Employees hired above the minimum shall receive progression increases according to their length of service with the Company.
- C. Wedding Present
1. A regular Full-time employee who has been in the continuous employ of the Company for two (2) years or more, receives as a wedding gift, a gift certificate equal to one (1) week's pay based on his basic weekly earnings;
  2. A regular Full-time employee who has been in the continuous employ of the Company for one (1) year, but less than two (2) years, receives a \$10.00 gift certificate as a wedding gift;
  3. Requests for wedding presents are made in writing by the Market Manager to the Personnel Division. The wedding gift is presented after the marriage takes place;
  4. The gift certificates may be redeemed in any of The Stop & Shop Companies except for cash;
  5. Employees shall be entitled to one wedding present only during their employment.
- D. Seasonal Provisions - The following provisions are applicable to Full-time employees hired for seasonal stores:
1. Applies to Full-time employees hired on or after December 13, 1981;
  2. Seasonal area - all present and future stores located in Gloucester, MA.
  3. Applies to Full-time employees hired in the above area between May 1 and the first (1st) Monday after Labor Day;
  4. Recall - Six (6) month recall rights after six (6) months of continuous service;
  5. Vacation - If a seasonal Full-time employee is recalled within the recall period, he will be subject to the eligibility requirements of Article 6, "Vacations" on a pro-rated basis;

- 6. Personal holidays - Eligibility for Personal Holidays shall be after six months of continuous service;
- 7. Paid Sick Leave - One (1) paid sick day for and after each continuous six (6) weeks actively at work.

It is understood that should a Full-time employee be hired as a seasonal Full-time employee within the above described area (Item 2 above) and time period (Item 3 above), he may have occasion to work outside of the seasonal store area (Item 2 above) to replace a Full-time employee who may be absent for vacation, injury, illness, etc. If a Full-time employee is hired as a seasonal Full-time employee and for any reason works twelve (12) months or more, he shall be deemed a regular (non-seasonal) Full-time employee.

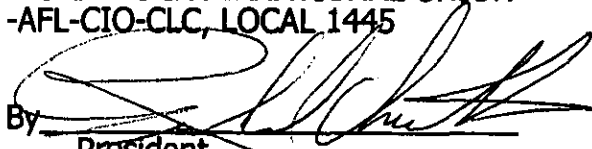
- E. The Company shall participate with the Union in the establishment and operation of a safety committee.
- F. The Employer shall provide an accessible first aid kit for each Meat and Deli Department in all stores.
- G. When a step rate increase is due an employee, it shall be paid as of the Sunday of the week in which the date occurs.

ARTICLE 43  
DURATION

This Agreement shall take effect February 15, 2004, and shall continue in full force and effect until Midnight, February 17, 2007, and shall be continued for an additional year unless sixty (60) days prior to February 17, 2007 either the Union or the Company gives written notice by certified mail to the other that it desires to amend or terminate this Agreement; and such written notice of intention to terminate on February 17, 2007, or thereafter, shall contain a draft of any proposed new agreement or amendments. During negotiations of any proposed new agreement or amendments, the terms of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their duly authorized officers and representatives this as of the day and year first above written.

UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION  
-AFL-CIO-CLC, LOCAL 1445

By   
President

THE STOP & SHOP SUPERMARKET  
COMPANY LLC

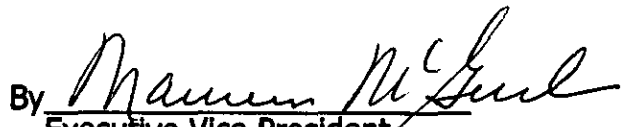
By   
Executive Vice President

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

The following understandings between the United Food and Commercial Workers Union, Local 1445 and The Stop & Shop Supermarket Company LLC are part of the Collective Bargaining Agreement dated February 15, 2004.

1. Extensions under Article 12, Section 4 (A)

The Company will give consideration to requests for extensions in excess of six (6) months if physical complications develop during illness, accident or pregnancy.

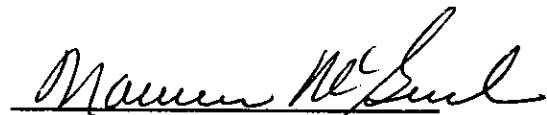
2. A Delicatessen Head will be replaced when he is absent for a full week due to sickness or vacation. The Employer will continue its practice of designating the replacement.

FOR THE UNION:



President

FOR THE COMPANY:



Executive Vice President

## EXHIBIT B

### MEMORANDUM OF UNDERSTANDING

The following understanding between the United Food and Commercial Workers Union, Local 1445 and The Stop & Shop Supermarket Company LLC, with regard to "clothing" is made a part of the Collective Bargaining Agreement dated February 15, 2004.

It is further understood and agreed that said clothing is the property of and will remain the property of the Employer and is to be used by the employee only in the manner for which it was intended - namely, for required safety purposes and for comfort in low temperature areas within the store.

- 1) Meat Wrappers
  - (a) Vests
  - (b) Boots
  - (c) Helmets
  - (d) Hoods
  - (e) Undergarments (long johns) - 2 upon request
  
- 2) Meat Cutters
  - (a) Mesh aprons (required use)
  - (b) Helmets (required use)
  - (c) Vests
  - (d) Hoods
  - (e) Undergarments (long johns) - 2 upon request
  
- 3) Inside Meat Chest Operation
  - (a) Undergarments (long johns) - 2
  - (b) Gloves
  - (c) Helmets with wool liners
  - (d) Vests
  - (e) Hoods
  
- 4) Protective Clothing for Steam Cleaning Operation
  - (a) Rain Gear (one set per store)
  
- 5) All Meat Department Employees
  - (a) Regular and customary outer garments, i.e., coats, jackets, aprons, and paper hats (for sanitary purposes).

FOR THE UNION:

  
President

FOR THE COMPANY:

  
Executive Vice President

EXHIBIT C

Note: This Exhibit C is maintained for historical purposes only.

MEMORANDUM OF UNDERSTANDING

The following provisions were removed from the Agreement with Local 1445 because of their applicability to a small number of employees:

1. Part-time Journeymen Casemen

(a) Part-time employees presently holding the classification of Part-time Journeyman Caseman shall maintain this classification and rate throughout the lifetime of the Agreement. No appointments shall be made to this classification on or after May 28, 1974.

(b) The rate of pay for Part-time Journeyman Caseman shall be:

<u>2/11/01</u>	<u>2/10/02</u>	<u>2/9/03</u>	<u>8/3/03</u>
\$12.15	\$13.15	\$13.65	\$14.15

2. Part-time Premium

When Part-time Clerks hired or appointed prior to May 28, 1974 are requested by the Employer to work more than one late night per week, they shall receive for such additional late hours a 15% premium above their hourly rate of pay. This shall not apply to those employees holding the classification of Part-time Journeyman Caseman.

3. Service Fish

In the event the Employer eliminates Service Fish in any of its stores, then those employees presently classified as "Assistants" shall continue to maintain said classification. No new appointments will be made to this classification on or after February 14, 1972.

It is understood that these provisions still apply to the employees described in the above language.



FOR THE UNION:

  
President

FOR THE COMPANY:

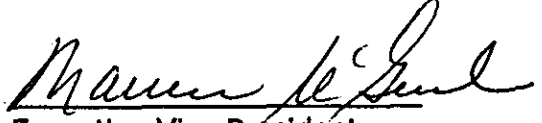
  
Executive Vice President

EXHIBIT D

MEMORANDUM OF AGREEMENT

The undersigned Local of the United Food and Commercial Workers Union and The Stop & Shop Supermarket Company LLC, are in agreement on the following items with reference to layoffs and reductions resulting from a store closing.

1. There are eight zones to be used for layoffs and reductions of Full-time employees with Locals 328 and 1445. A Full-time employee may exercise his seniority within his zone in his same classification, or any lower classification. If an employee is unable to find an employee in a classification within his zone who has less seniority, he may look to another zone to find such a person. In any bump which takes place either within the same zone, or into another zone, the employee must bump the least senior employee at the location that employee is working; that is, there are no intermediate bumps. The new store into which an employee bumps becomes his new home store, for travel pay purposes, if it is further than his prior home store for travel pay purposes.

ZONES (zones mutually agreed upon between the Company and the Union)

1. #1-5-10-15-32-39-41-43-49-53-60-62-67-68-81-83-88-92-93-96-407-408-412-438-446-451-455-460-491-492-496-499-776
  2. #2-7-33-40-44-47-48-75-89-418-431-447-459-494
  3. #14-17-20-28-35-38-54-55-402-415-444-469-478-482-483-484-486-487
  4. #70-71-96-403-409-427-493
  5. #12-22-25-26-31-66-87-90-422-423-425-461-485
  6. #3-6-8-19-37-57-79-85-86-91-434-481-497
  7. #701-702-703-707-708-709-714-716-718-720-723-726-728-729-731
  8. #73-432-490-704-705-712-713-721-722-724-725-727-733
2. When a Full-time employee hired or appointed to Full-time before 12/13/81, is notified of his bump under the zone system above, he may choose not to move and take "non-contractual" severance pay under the following conditions:

- a) This option is only available prior to the closing, and an employee must make his decision within three days after he is notified of his bump. If an employee is unable to be notified of his bump until after the closing, then the option expires three days after the employee is notified of his bump.
  - b) The amount of severance is up to sixteen weeks' pay at the applicable Full-time clerk rate. It is calculated on the basis of one week for each year of service.
  - c) The number of people who may choose this option cannot be greater than the number of Full-time employees in the closed out store. Only employees affected by the closing are eligible for this option.
3. In the case of a store closing any Full-time employees appointed before 12/13/81 are eligible for unused sick leave along with severance.
  4. A Meat Manager who is reduced would be eligible for one sick day for each block of six weeks left in the contract year. He will be eligible to take these immediately; that is, he does not have to wait for each six weeks to pass.
  5. The classification of Deli Assistant (former job code 34A) is considered to be on the same level of Full-time Clerk for purposes of bumping. A Meat Cutter or Deli Head cannot bump a Deli Assistant and take his rate. The Deli Assistant is considered to be a Full-time Clerk with a "red circled" rate.
  6. The number of Full-time employees that may be laid off after a store closing shall be equal to the number of Full-time employees in the closed store, minus the number of employees reduced and/or transferred because of the closing who have terminated since the closing.
  7. Full-time employees who accept a reduction to Part-time are entitled to the following:
    - a) Wages - Those who have worked Full-time for more than three months will retain the Full-time rate.
    - b) The Employer will continue to make the Full-time pension contribution for six months if an employee is eligible for the Full-time contribution at the time of the reduction to Part-time.
    - c) The Employer will continue to make Full-time health and welfare contributions to the Interstate Health and Welfare Fund for six months if an employee is eligible for such at the time of reduction to Part-time. Weekly indemnity will be paid at the Full-time benefit level for six months.

- d) For all holidays occurring in the six month period following the reduction, employees will be paid eight (8) hours' holiday pay at their rate of pay at the time the holiday occurs.
  - e) For six (6) months after the reduction, vacation pay will be for forty (40) hours at the rate of pay at the time of vacation, or at the rate of the employee's classification as of January 1 of the vacation year, whichever is the greater.
  - f) For the remainder of the contract year, an employee will be eligible for the balance of his Full-time sick leave to be used over the balance of the contract year. Any days taken will be paid at eight (8) hours and computed at the employee's rate at the time a sick day is taken. Any Full-time sick leave not used by the end of the contract year will be reimbursed as unused sick leave. Beginning with the new contract year, an employee will be eligible for Part-time sick leave.
9. It is understood that Full-time employees who were listed as Full-time employees on the Employer's payroll as of March 6, 1976 who accept a layoff (rather than severance or Part-time work) are entitled to the following (see Article 40, Sec. G):
- a) The Employer will make Full-time contributions to the Interstate Health and Welfare Fund for the remainder of the month during which the layoff takes place, and for two (2) months thereafter.
  - b) Life Insurance Coverage will continue for the remainder of the month during which the layoff takes place, and for twelve months thereafter. The Employer will forward an amount for such coverage to the Local H&W for employee in Locals 328 and 1445.
10. An employee who accepts a layoff rather than Part-time work may not choose to exercise his seniority over a Part-time employee once he is out on layoff.
11. An employee who accepts Part-time work rather than a layoff will not be entitled to "contractual" severance pay anytime thereafter, even if he quits the Part-time job.
12. Any recall rights or rights to "contractual" severance pay are forfeited by employees accepting positions elsewhere with the Employer.

**PART-TIME ZONES FOR LAYOFF PURPOSES FOR LOCALS 328 AND 1445**

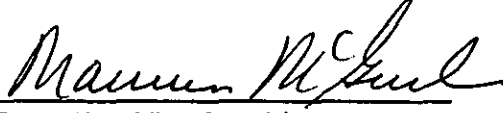
The same as the Full-time zones set forth above.

FOR THE UNION:

A handwritten signature in cursive script, appearing to read "S. J. Smith", written over a horizontal line.

President

FOR THE COMPANY:

A handwritten signature in cursive script, appearing to read "Maurice McNeil", written over a horizontal line.

Executive Vice President

EXHIBIT E

February 15, 2004

Mr. Richard Charette  
UFCW Local 1445  
725 South Street  
Roslindale, MA 02131

Dear Mr. Charette:

This is to confirm the application of Article 7 and Article 38 of the Collective Bargaining Agreement effective 2/15/04.

ARTICLE 7 - HOLIDAYS

Part-time employees who are eligible for holiday pay and who are on vacation during the holiday week shall not lose their holiday pay.

ARTICLE 38 - HOURS, SECTION 5 - NIGHT MEAT OPERATION

It is understood that the Employer and the Union will meet to discuss the specifics of this Section should the Employer decide to implement a night meat operation.

If I can be of further assistance, please do not hesitate to call.

Very truly yours,

THE STOP & SHOP SUPERMARKET COMPANY LLC:

By:   
Executive Vice President

EXHIBIT F

MEMORANDUM OF UNDERSTANDING

The following understanding between UFCW Local 1445 and The Stop & Shop Supermarket Company LLC is a term of and is hereby made a part of their Collective Bargaining Agreement dated February 15, 2004.

The parties to the above-referenced Collective Bargaining Agreement agree that its provisions shall not be applied to the employees of the Company in the States of Maine and New Hampshire, and they further agree that the Employer and Local Union 1445 shall negotiate a separate agreement reflecting local conditions to cover any such employees.

FOR THE UNION:

  
President

FOR THE COMPANY:

  
Executive Vice President

EXHIBIT G

MEMORANDUM OF UNDERSTANDING

The following understanding between UFCW Local 1445 and The Stop & Shop Supermarket Company LLC is a term of and is hereby made a part of their Collective Bargaining Agreement dated February 15, 2004.

A Part-time employee who desires to be scheduled for less than the minimum schedules set forth in Article 38, Sections 2(C) and 8(B) of the 2004-2007 Agreement may be scheduled for less than such minimums, provided the employee signs a written waiver.

FOR THE UNION:

BY:   
PRESIDENT

FOR THE COMPANY:

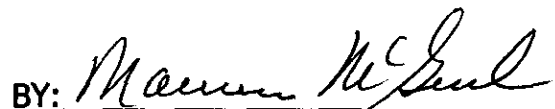
BY:   
Executive Vice President




EXHIBIT H

MEMORANDUM OF UNDERSTANDING

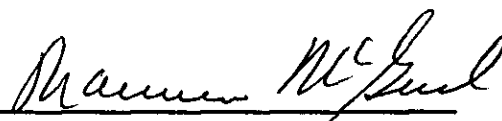
The following understanding between UFCW Local 1445 and The Stop & Shop Supermarket Company LLC is a term of and is hereby made a part of their Collective Bargaining Agreement dated February 15, 2004.

The Employer may institute hiring and retention incentive programs, including scholarship, employee referral and stickaround bonus programs, which may be initiated and terminated at the discretion of the Employer, and which shall not be subject to Article 29 (Grievance and Arbitration) of the Collective Bargaining Agreement.

FOR THE UNION:

BY:   
PRESIDENT

FOR THE COMPANY:

BY:   
Executive Vice President

## EXHIBIT I

Note: This Exhibit I is maintained for historical purposes only.

### MEMORANDUM OF UNDERSTANDING

[ From the Contract effective January 1, 1997 – February 10, 2001 ]

The following understanding between the UFCW Locals 328 and 1445 and The Stop & Shop Supermarket Company is a term of and is hereby made a part of their Collective Bargaining Agreement dated January 1, 1997.

The parties agree that the following terms will apply to the implementation of General Wage Increases and transition of the former Purity and Edwards employees onto Stop & Shop wage scales. These rules also apply to the transition of Stop & Shop employees onto the revised Stop & Shop wage scales.

1. Former Purity Seafood Department Heads shall have their rates frozen for the first two years of this contract and will receive their last two General Wage Increases on 2/14/99 and 2/13/00.
2. Former Purity and Edwards employees who receive increases in the first year as a result of transitioning to a Stop & Shop rate that exceeds the amount of the first year General Wage Increase are not also entitled to that General Wage Increase if they otherwise met the eligibility requirements.
3. Former Edwards employees who hold the positions as Meat Department Head, Head Meat Cutter, Full-time Meat Cutter, Deli Head, or Part-time Meat Cutter shall have their rates raised to the following: Meat Department Head (\$807); Head Meat Cutter (\$755.50); Full-time Meat Cutter (\$749); Deli Head (\$749); and Part-time Meat Cutter (\$18.725). These employees shall be eligible for General Wage Increases thereafter.
4. Former Purity and Edwards Full-time and Part-time clerks and service clerks, if any, at the top of the Purity and Edwards progression scales shall receive the applicable General Wage Increase on January 1, 1997. If after the addition of the General Wage Increase the employees are not at the top step on the applicable Stop & Shop scale, such employees shall automatically advance to the next higher step on the applicable Stop & Shop scale. Former Purity and Edwards employees who have been adjusted as described above but have not reached the top step of the Stop & Shop scale shall continue through the scale and will receive the applicable General Wage Increases after having reached the top of the scale.
5. Former Purity and Edwards Full-time and Part-time clerks and service clerks, if any, not at the top of the Purity or Edwards progression scales as of January 1, 1997 shall have their rates adjusted to the next higher step on the Stop & Shop scale on January 1, 1997. Former Purity and Edwards employees who have been adjusted as

described above but have not reached the top step of the applicable Stop & Shop scale shall continue through the scale and will receive the applicable General Wage Increases after having reached the top of the scale.

6. Stop & Shop employees working as Part-time clerks who are below the new Step 1 on the Stop & Shop scale shall be adjusted to Step 1 on January 1, 1997. These employees will receive step increases every six months thereafter, except that employees already scheduled for an increase to the \$5.60 step prior to six months following January 1, 1997 shall receive this step increase at the regularly scheduled time and will continue to receive step increases every six months thereafter.
7. All Stop & Shop Part-time clerks who are at or above the prior top rate of \$6.40 will be raised on January 1, 1997 to the higher of \$6.80 or their current rate plus the General Wage Increase.
8. Stop & Shop employees working as Part-time service clerks who are below the new Step 1 on the Stop & Shop scale shall be adjusted to Step 1 on January 1, 1997. These employees will receive step increases every six months thereafter, except that employees already scheduled for an increase to the \$5.60 step prior to the six months following January 1, 1997 shall receive this step increase at the regularly scheduled time and will continue to receive step increases every six months thereafter.
9. All Stop & Shop employees working as Part-time service clerks who are at or above the prior top rate of \$5.60 will be raised on January 1, 1997 to the higher of \$6.00 or their current rate plus the General Wage Increase.
10. Part-time clerks and Part-time service clerks who are adjusted to the new Step 1 rate on their applicable scale as of January 1, 1997 shall receive a \$.15 increase on February 1, 1997. This increase is part of, and not in addition to, their next scheduled progression increase. Part-time clerks and Part-time service clerks hired on or after January 1, 1997 at the Step 1 level shall receive a \$.15 increase to their rate on the first of the month following thirty days after hire. This increase is part of, and not in addition to, their next scheduled progression increase.
11. Full-time Stop & Shop service clerks who are at or above their respective top rates on the Stop & Shop scales shall receive the applicable General Wage Increase on January 1, 1997. If after the addition of the General Wage Increase the employees are not at the top step on the applicable new Stop & Shop scale, such employees shall automatically advance to the next higher step on the applicable Stop & Shop scale.
12. Full-time Stop & Shop service clerks who are not at their respective top rates on the Stop & Shop scales will be increased to the rate on the new scale which is \$40 above their previous rate and will continue to travel through the scale until reaching their applicable top rate.

FOR THE UNIONS:

FOR THE COMPANY

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Local 328

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Executive Vice President

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Local 1445

SIGNATURES ON FILE

EXHIBIT J

MEMORANDUM OF UNDERSTANDING

The following understanding between UFCW Local 1445 and The Stop & Shop Supermarket Company LLC is a term of and is hereby made part of the Collective Bargaining Agreement dated February 15, 2004:

1. The Company will not reduce or layoff any Full-time meat cutter holding the classification as of February 15, 2004 as a result of the implementation of case ready meat for the duration of this new Agreement, February 15, 2004 – February 17, 2007, except in the event of a store closing.

FOR THE UNION:

BY:   
PRESIDENT

FOR THE COMPANY:

BY:   
Executive Vice President

EXHIBIT K

Note: This Exhibit K is maintained for historical purposes only.

MEMORANDUM OF UNDERSTANDING

The following understanding between UFCW Local 1445 and The Stop & Shop Supermarket Company is a term of and is hereby made part of their Collective Bargaining Agreement dated February 11, 2001:

The parties have agreed to continue the current status of former Purity employees known as the "Security Group" for the purposes of rates of Full-time wages, health and welfare contributions, pension contributions and minimum hour guarantees.

The "Security Group" shall not be enlarged beyond its current membership. There shall be no new members.

"Security Group" members who refuse Full-time employment with Stop & Shop when it is offered to them shall return to regular Part-time status and no longer be considered part of the "Security Group".

The Company will supply a list to Locals 328 and 1445 of those employees as of 1/1/97 that are exercising their "security" rights under the former Purity contract.

The Company agrees to the terms of and to provide Locals 328 and 1445 with the applicable "security" provisions (pages 49 and 50 from the former Purity contract).

FOR THE UNION:

  
President

FOR THE COMPANY:

  
Executive Vice President


EXHIBIT L

MEMORANDUM OF UNDERSTANDING

The following understanding between UFCW Local 1445 and The Stop & Shop Supermarket Company LLC is a term of and is hereby made part of the Collective Bargaining Agreement dated February 15, 2004:

1. Former A & P employees who worked for Edwards and came to work for Stop & Shop as of January 1, 1997 as a result of the Edwards conversion will be given their original A & P seniority date for purposes of layoff.

FOR THE UNION

  
Local 1445

FOR THE COMPANY

  
Executive Vice President

EXHIBIT M

MEMORANDUM OF UNDERSTANDING

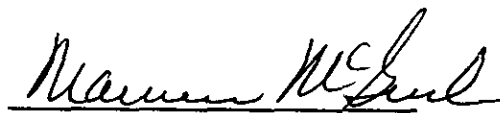
The following understanding between the UFCW Local 1445 and The Stop & Shop Supermarket Company LLC is a term of and is hereby made a part of their Collective Bargaining Agreement dated February 15, 2004.

This Agreement represents a consolidation of several prior agreements. The Union and the Company agree that the former Purity and former Edwards employee seniority dates for the purpose of layoff shall be the respective seniority dates in existence at the time of ratification and shall be merged into the overall Stop & Shop seniority list. The parties further agree that any clerical errors or disputes regarding such dates shall be clarified or settled by mutual agreement between the parties.

FOR THE UNION:

  
President

FOR THE COMPANY:

  
Executive Vice President



## EXHIBIT N

Note: This Exhibit N is maintained for historical purposes only.

### Health & Welfare

[From the contract effective January 1, 1997- February 10, 2001]

1. Plan of Benefits. Original Stop & Shop group, Purity and Edwards Full-time and Part-time active eligible employees will be in the Interstate Health & Welfare Fund with the current level of benefits as determined by the Board of Trustees. There will be no employee contributions for the next 4 years.

2. Covered Active Full-time and Part-time Eligibility

Employees to be covered in the Interstate Health & Welfare Fund.

a. The "original" Stop & Shop as well as the "grandfathered" Purity Part-time participants currently receiving benefits from the Interstate Health & Welfare Fund.

b. Edwards active Full- and Part-time participants currently receiving benefits under a Company plan. This group will consist of the Shrewsbury and Dorchester stores represented by UFCW Local 1445 as well as the six stores represented by UFCW Local 328 i.e. Putnam, CT, Newport, RI, Richmond, RI, Seekonk, MA, Fairhaven, MA, and Pawcatuck, CT.

c. Purity active Full- and Part-time employees who are currently participating in the Company Sponsored Health & Welfare Plan.

3. There will be no Health & Welfare coverage for those Part-time employees who have less than 3 years of continuous service as of the date of ratification. Refer to below for details:

a. Regarding "Purity" Part-time employees, if an employee hired prior to the date of ratification has Part-time service of three years or more who did not elect to be in the Company Sponsored Plan that individual will be included in the population as eligible. Any Purity employee with less than three years of service will be credited with their service toward the three year eligibility.

Those Purity Part-time employees covered by the Company sponsored Plan who are currently co-paying for their individual coverage will have the opportunity to stay in the Company Plan at \$20 per week (an increase from \$13 per week.) The duration of this coverage, for those who elect it, shall be one (1) year from the date of ratification.

Those Part-time employees who do not elect the continued individual coverage described above will enter the Interstate Part-time plan at no cost of the employee for individual coverage. Those who do elect the one (1) year of continued coverage will enter the Interstate Part-time plan after the end of the one (1) year at no cost to the employee for individual coverage.

The former Purity employees currently participating in the "Security" program will be in the Full-time Interstate Health & Welfare Fund at no cost to the individual.

- b. For those Stop & Shop Part-timers hired prior to the date of ratification who have less than nine (9) months of service as of the date of ratification, the waiting period will be three years; however, their months of service will be applied to the three year eligibility. Part-time employees with nine (9) or more months of employment will be covered for benefits in the Interstate Stop & Shop Part-time health & welfare plan.
- c. For Edwards Part-timers hired prior to the date of ratification who were not covered by the Edwards Health Plan, those individuals will have a waiting period of 3 years; however, their months of service will also be applied towards the three year eligibility.

Any Edwards Part-time or Full-time employees currently covered under special Health & Welfare arrangements will be covered by the Part-time or Full-time Interstate Health & Welfare Fund based on their classification as of the date of ratification.

- 4. Health & Welfare coverage for those individuals described in item 3. will begin the first of the month following 3 years of continuous service.
- 5. The bargaining parties will recommend to the Trustees that the Part-time Stop & Shop Food Interstate Health & Welfare Plan will become a secondary reimbursement Plan after the date of ratification.
- 6. The company will cover the cost of Health & Welfare coverage for those eligible active Full- and Part-time employees for the next four years with the following added benefits as recommended by the bargaining parties to the Trustees.
  - a. Accident and Sickness Benefit - Improve the Full-time plan from \$300/wk. to \$350/wk. in the first year.
  - b. Accident and Sickness Benefit - Improve the Part-time plan from \$65/wk. to \$75/wk. in the first year, \$85/wk. in the second year, and \$95/wk. at the beginning of the fourth year.

7. The company will make contributions necessary to maintain the present level of benefits.

8. The bargaining parties will recommend to the Trustees:

- a. that they shall enter into a managed care plan for individuals aged 65 with 15 years of service receiving the Medicare Supplemental Benefit from the Fund;
- b. that they will attempt to obtain managed care for the early retiree group (ages 62- 65 with 10 years of continuous Full-time service); and
- c. that they will create a long term disability benefit program which will be funded by employee contributions.

9. Retirees - The retiree health issue will be dealt with as a trustee issue.

FOR THE UNION

FOR THE COMPANY

\_\_\_\_\_  
Local 1445

\_\_\_\_\_  
Executive Vice President

FOR THE UNION

\_\_\_\_\_  
Local 328

SIGNATURES ON FILE

## EXHIBIT O

Note: This Exhibit O is maintained for historical purposes only.

### ADDENDUM TO THE PENSION PROVISIONS OF THE COLLECTIVE BARGAINING AGREEMENT

[From the contract effective January 1, 1997- February 10, 2001]

#### **Section I**

UFCW Locals 328 and 1445 and The Stop & Shop Supermarket Company have discussed the possibility of merging the New England UFCW Pension Fund into the UFCW Industry Pension Fund. The bargaining parties determined that such a merger may be beneficial to the plan participants and the plan sponsors. However, at the current time, not enough information is available to the bargaining parties to fully evaluate merger options. Therefore, the Unions and the Employer agree to the following modifications of the pension provisions of this Collective Bargaining Agreement:

1. The Employer will continue to contribute and participants will continue to accrue benefits in the New England UFCW Pension Fund. Effective February 9, 1997, the contribution for former Purity employees will increase to \$.45 per paid hour- (subject to the appropriate maximums). Effective September 1, 1997, the contribution rate to the Pension Fund will increase to \$.50 for all paid hours. This contribution increase shall not go into effect if the merger of the New England UFCW Pension Fund into the UFCW Industry Pension Fund takes place on or before September 1, 1997.
2. The Employer and the Unions to this Collective Bargaining Agreement will recommend to the Trustees of the New England UFCW Pension Fund to immediately initiate merger discussions with the UFCW Industry Pension Fund. An agreement by the two pension funds to merge will be based on the following conditions:
  - a) Unless the merger becomes effective on or before September 1, 1997, the provisions of (1) above must be implemented.
  - b) Contribution Rate When/If A Merger Takes Place: Prior to the effective date of a merger, the Employer shall meet with the Unions and establish monthly contribution rates which in the aggregate will not exceed the maximum contribution rates established in (1) above (the rate set forth in paragraph 1 above multiplied by a conversion factor of 1.15 based on 170 hours per month for Full-time and 101 hours per month for Part-time employees). If the terms of the merger agreement between the two

pension funds result in Appropriate Unit Contribution Rates (AUCR's) for the New England UFCW Pension Fund group that, applying the above contribution rates, generate future service benefits greater than \$58/month for Full-time and \$22.50/month for Part-time employees, then, effective with the date of the merger, the Employer's contribution rate obligation will be adjusted to an amount needed to produce that benefit.

- c) Contribution Rate Changes After The Effective Date Of The Merger: If after the effective date of the merger of the two pension plans, but before the expiration of this Collective Bargaining Agreement, the AUCR's for the New England UFCW Pension Fund group are modified (prospectively or retroactively) by the Trustees of the UFCW Industry Pension Fund in a manner that would provide lower benefit rates than those established in 2(b) above, the Employer agrees to contribute up to the maximum rates consistent with 1 and 2(b) above (provided they are not already in effect) for so long as such modified AUCR's remain in effect during the life of this Agreement, or to recommend that the Trustees of the UFCW Industry Pension Fund utilize a portion of surplus reserves, if any, that have been set aside from the assets of the New England UFCW Pension Fund.

## **Section II**

### **UFCW Industry Pension Fund**

Through June 30, 1997, the Employer will continue to make the present contribution to the UFCW Industry Pension Fund. Effective July 1, 1997, the Employer shall contribute \$125.73 per month for eligible Full-time employees and \$15.72 per month for eligible Part-time employees in the Industry Fund. Effective January 1, 2000, the Employer shall contribute \$127.86 per month for eligible Full-time employees in the Industry Fund. In no case, however, will the contribution rates so established produce a future service benefit from the Industry Fund greater than \$58 per month for Full-time and \$12.50 for Part-time employees. If the contribution rates would produce future service benefits in excess of those amounts, any contributions which would produce such excess shall be placed in a mutually-agreed upon account to be utilized, if necessary, to maintain future service benefits up to the maximum rates set forth in this paragraph.

Furthermore, effective July 1, 1997, the Company Meatcutters Supplemental Pension Plan shall be frozen for Full-time employees currently in the Plan. For Part-time eligible employees the future service benefit in the Supplemental Plan shall be \$10.00 per month and extended to all Part-time employees participating in the Industry Pension Fund.

The parties agree that in the event of a merger between the New England UFCW Pension Fund and the UFCW Industry Pension Fund, pursuant to the conditions set forth in Section I of this Addendum, which results in an Employer contribution pursuant to paragraph 2(b) of Section I of this Addendum of less than the maximum amount required to be paid by the Employer under the terms of that paragraph, the Employer shall allocate the difference between the amount paid pursuant to said paragraph 2(b) and the maximum amount required to be paid by the Employer under the terms of that paragraph to increase its contribution to the Industry Fund for Part-time employees, so long as any such contributions shall not produce future service benefits in the Industry Fund in excess of \$12.50 per month for Part-time employees. These contributions would commence no earlier than September 1, 1997.

The bargaining parties will also recommend to the Trustees of the Industry Fund that as part of their re-valuation process of the AUCR's they treat all groups now employed by Stop & Shop who are currently in the Industry Fund as two groups - Full-time and Part-time - with no distinction in AUCR's within each such group.

**Section III**

**General Pension Provisions**

The parties agree that effective January 1, 1997, all employees now participating in either the UFCW Industry or New England Funds shall remain in those funds, provided, however, that prior to the dates on which contribution rates may be changed under this Agreement, the existing contribution rates shall be paid for current participants in the New England and Industry Funds.

Furthermore, effective January 1, 1997, all employees who become eligible for pension coverage shall be placed in the pension fund appropriate to their classification.

It is also the parties' intention to treat the Shrewsbury store as a Stop & Shop store and to treat the employees in that store in the same manner as Stop & Shop employees newly eligible for coverage in the New England or Industry Funds, and effective February 9, 1997, the 401(k) Plan applicable to those employees shall be frozen.

FOR THE UNION

FOR THE COMPANY

\_\_\_\_\_  
Local 1445

\_\_\_\_\_  
Executive Vice President

FOR THE UNION

\_\_\_\_\_  
Local 328

**SIGNATURES ON FILE**

**ADDENDUM TO THE PENSION PROVISION OF THE COLLECTIVE  
BARGAINING AGREEMENT – SECTION II**

**NOTE:** This Addendum is maintained for historical purposes only.

As per the current Collective Bargaining Agreement (January 1, 1997 to February 10, 2001) between The Stop & Shop Supermarket Company (the "Company") and UFCW Local Unions 328 and 1445 (the "Unions"), the Company and the Unions agree that the necessary monthly contributions in Section II, Paragraph 1 of the Addendum to the Pension Provisions of the Collective Bargaining Agreement, to maintain a \$58.00 full-time monthly benefit and a \$12.50 part-time monthly benefit based on the July 1, 1997 Appropriate Unit Contribution Rates (AUCR) in the United Food & Commercial Workers International Union-Industry Pension Fund, are as follows:

<u>Stated Monthly Contributions Per Collective Bargaining Agreement</u>	<u>Required Funding to Support the \$58.00/mo. FT. Benefit and \$12.50/mo. P.T. Benefit</u>
<u>Effective July 1, 1997</u>	
F.T.            \$125.73	F.T.    \$107.30
P.T.            \$ 15.72	P.T.    \$ 17.00
<u>Effective January 1, 2000</u>	
F.T.            \$127.86	F.T.    \$107.30
P.T.            \$ 15.72	P.T.    \$ 17.00

The increase in part-time monthly contributions effective July 1, 1997 to \$17.00 will remain in effect as long as the current part-time AUCRs in the National Fund continue, as such, to produce a \$12.50 part-time monthly benefit.

The increase in the part-time monthly contribution, from \$15.72/mo. to \$17.00/mo. will be netted from the excess full-time monthly contribution as described in Section II of the Addendum, i.e. based on the decrease from \$125.73/mo. to \$107.30/mo.

The parties further agree that all excess monthly contributions not needed to maintain a \$58.00 full-time monthly benefit and \$12.50 part-time monthly benefit will be forwarded to a mutually agreed upon interest bearing account held by the United Food & Commercial Workers International Union-Industry Pension Fund. These excess contributions will only be held for the benefit of the participants within this Stop & Shop group.

FOR LOCAL 328

SIGNATURE ON FILE  
George W. Tennian                      Date  
President

FOR THE STOP & SHOP SUPERMARKET COMPANY

SIGNATURE ON FILE  
William M. Vaughn                      Date  
Executive Vice President

FOR LOCAL 1445

SIGNATURE ON FILE  
Paul Dufault                              Date  
President

FOR THE STOP & SHOP SUPERMARKET COMPANY

SIGNATURE ON FILE  
Richard J. Meehan                      Date  
Director Labor Relations



EXHIBIT P

MEMORANDUM OF UNDERSTANDING

The following understanding between UFCW Local 1445 and The Stop & Shop Supermarket Company LLC is a term of and is hereby made part of the Collective Bargaining Agreement dated February 15, 2004:

The parties agree that the Company may rehire at their most recent rate college students who have returned to school and seek, within a reasonable period of time not to exceed nine months, to be rehired by the Company. The employee may be required to verify his/her attendance at college or graduate school.

FOR THE UNION:

BY   
PRESIDENT

FOR THE COMPANY:

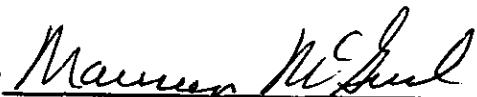
BY:   
Executive Vice President

EXHIBIT Q

**HEALTH & WELFARE**

UFCW Local 1445 and The Stop & Shop Supermarket Company LLC are in agreement on the following items with reference to health and welfare.

Effective February 15, 2004, there will be fixed monthly Employer contribution rates in the amounts listed below:

	<u>Full-time</u>	<u>Part-time</u>
2/15/04	current rate	current rate
6/01/04	\$633.00	\$165.00
01/01/06	Effective 01/01/06, if a rate increase is necessary, such increase shall not exceed 9%. Effective 01/01/06, if costs decrease, the rate shall be reduced by up to 5%.	

The parties agree to recommend to the Trustees of the Interstate Health & Welfare Fund the following changes:

<u>Full-time:</u>	<u>Stop &amp; Shop Pharmacies</u>	<u>Other Network Pharmacies</u>
1) Prescription Drugs: Generic -	\$5.00	\$10.00
Preferred Brand	\$10.00	\$15.00
Non-preferred Brand	\$25.00	\$30.00
Mail orders -	\$10.00 (3 month supply)	

Annual max of \$10,000.00 per person.

- 2) Office doctors visits to \$10.00
- 3) Individual annual deductible \$100.00 in network, \$300.00 out of network.  
Family annual deductible \$100.00 per person to a maximum of \$200.00 in network and \$300.00 per person to a maximum of \$600.00 out of network.
- 4) Maximum out of pocket to \$400.00 for an individual and \$800.00 for a family in network.
- 5) X-ray and lab to be subject to medical coverage levels. (Waived with no charge if members utilize free standing locations that will be provided by the Fund.)
- 6) Increase accidental and sickness benefit by \$20.00 per week effective 3/1/04.
- 7) On or before March 1, 2006, the parties agree to recommend to the Trustees of the Interstate Health & Welfare Fund an increase to the accidental and sickness benefit by \$20.00 per week effective 3/01/06.

Part-time:	<u>Stop &amp; Shop Pharmacies</u>	<u>Other Network Pharmacies</u>
1) Prescription Drugs: Generic -	\$5.00	\$10.00
Preferred Brand	\$10.00	\$15.00
Non-preferred Brand	\$25.00	\$30.00
Mail orders -	\$10.00 (3 month supply)	

Annual max of \$10,000.00 per person.


2) X-ray and lab to be subject to medical coverage levels. (Waived with no charge if members utilize free standing locations that will be provided by the Fund), with an annual max of \$20,000.00.


3) Increase accidental and sickness benefit by \$10.00 per week effective 3/1/04.

4) On or before March 1, 2006, the parties agree to recommend to the Trustees of the Interstate Health & Welfare Fund an increase to the accidental and sickness benefit by \$10.00 per week effective 3/1/06.

FOR THE UNION

FOR THE EMPLOYER

  
Local 1445

  
Executive Vice President

**EXHIBIT R**  
**PENSION (MEAT)**

1. The part-time employer contributions to the National Fund during the life of this agreement will pay for the full cost of the agreed AUCR to maintain a benefit value of \$12.50.
2. The full-time employer contributions to the National Fund will, during the life of the agreement, pay for the full cost of the agreed AUCR to maintain the following future service monthly benefit levels for all full-time active employees on or after the date of ratification:

Effective Date: March 1, 2001

\$69.00

3. The Company and the Union will make a request to the Board of Trustees of the National Fund that the special AUCR reserve negotiated in the 1997 agreement will fund increased past service benefits for eligible employees the period of July 1, 1997 to June 30, 2000, subject to the approval of the Board of Trustees of the National Fund.

FOR LOCAL 1445

FOR THE COMPANY:

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Executive Vice President

**SIGNATURES ON FILE**

EXHIBIT S

MEMORANDUM OF UNDERSTANDING

The following understanding between UFCW Locals 328 ("Local 328") and 1445 ("Local 1445") and The Stop & Shop Supermarket Company LLC ("Company") is entered into as a result of negotiations for successor contracts to the agreements (Meat and Clerk) between the Company and Locals 328 and 1445 effective January 1, 1997 - February 10, 2001.

Each of the parties to this Memorandum of Understanding agrees that the past practices existing between and among them regarding transfers, layoffs, reductions resulting from store closings and bumping shall continue in full force and effect, notwithstanding the fact that the successor contracts effective February 15, 2004 - February 17, 2007 are executed by the Company and Locals 328 and 1445 separately.

This Memorandum shall be a term of and shall be made part of the collective bargaining agreements (Meat and Clerk) between the Company and Local 328 and Local 1445, and it shall be subject to the contractual grievance procedure.

FOR LOCAL 1445

By   
President

FOR THE COMPANY:

By   
Executive Vice President

LOCAL 328 SIGNATURE ON FILE