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AGREEMENT WITH

THE STOP & SHOP SUPERMARKET COMPANY LLC

AND

LOCAL UNION 371

CHARTERED BY

UNITED FOOD AND COMMERCIAL WORKERS UNION

AFL - CIO - CLC

Effective Date: February 15, 2004

Expiration Date: February 17, 2007

02 pages

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AGREEMENT

SECTION 1 - This Agreement, entered into on this 15th 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 371, Chartered by the United Food and Commercial Workers Union, AFL-CIO-CLC, as party of the second part; hereinafter called the "Union", for and on behalf of the following employees:

A. All employees now employed and those who hereinafter may be employed by the Company in the Meat, Fish, Delicatessen, Bake-off (contiguous or adjacent to Meat Department only), Poultry Department, and Bazaar, Pizza, Sub Shop, Service Fish and any new Service Department hereafter established by the Company, 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 371 on the date of this Agreement; and

B. All employees of the Company in all classifications (except the excluded classifications listed in this paragraph) employed in the stores formerly operated by First National Supermarkets, Inc. d/b/a Edwards Super Food Stores ("the former Edwards stores") on the dates the former Edwards stores became operated by the Company, regardless which store those employees are currently or hereafter employed in, and any employees hired into the former Edwards stores after said dates, regardless which store in the Union's jurisdiction those employees are currently or hereafter employed in (this group of employees being referred to occasionally in this contract as "the former Edwards employees"). The Former Edwards stores are the following: East Longmeadow, MA, Litchfield, CT, Colchester, CT, Unionville, CT, Windsor, CT, Winsted, CT, North Canaan, CT, Glastonbury, CT, Bloomfield, CT, Bridgeport (and Pharmacy #177), CT, and Meriden, CT, and any replacement stores for those stores. The classifications excluded are chefs, pharmacists and pharmacy interns, loss prevention personnel, and all supervisory employees.

Note that the term "Courtesy Clerk" as used in this Agreement means those employees formerly known as "Service Clerks" while employed by the former Edwards stores.

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 I RECOGNITION

It is agreed that the Local Union is respectively the duly authorized representative of the following employees:

A. All Meat, Fish, Delicatessen, Bake-off (contiguous or adjacent to Meat Dept. only), Poultry, Bazaar, Pizza, Sub Shop, Service Fish and any new service department (hereafter established by the Company), employees of the Company working in the area constituting the jurisdiction of local Union 371 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, subject to the attached side letter re New Store Opening in Vermont; and

B. All employees of the Company in all classifications (except the excluded classifications listed in this paragraph) employed in the stores formerly operated by First National Supermarkets, Inc. d/b/a Edwards Super Food Stores ("the former Edwards stores") and the Grand Union Supermarkets on the dates the former Edwards stores and Grand Union Supermarkets became operated by the Company, regardless which store those employees are currently or hereafter employed in, and any employees hired into the former Edwards stores or Grand Union Supermarkets after said dates, regardless which store in the Union's jurisdiction those employees are currently or hereafter employed in (this group of employees being referred to occasionally in this contract as "the former Edwards employees" and/or "the former Grand Union employees"). The Former Edwards stores are the following: East Longmeadow, MA, Litchfield, CT, Colchester, CT, Unionville, CT, Windsor, CT, Winsted, CT, North Canaan, CT, Glastonbury, CT, Bloomfield, CT, Bridgeport (and Pharmacy #177), CT, and Meriden CT, and any replacement stores for those stores. The former Grand Union Supermarkets are the following: Greenwich, CT and Glenville, CT, and any replacement stores for those stores. The classifications excluded are chefs,

pharmacists and pharmacy interns, loss prevention personnel, and all supervisory employees.

SECTION 1 - The Company recognizes and acknowledges the Union as the sole collective bargaining agency and representative of the employees set forth in the foregoing paragraph 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 Union will constitute the Union Representative in all negotiations between the Company and the Union.

SECTION 2 - It is understood and agreed that wherever "he" and "she" appear in this Agreement it shall apply to all employees.

SECTION 3 - The Employer and the Union agree that they will not discriminate against any employee because of race, color, religion, age, sex, sexual orientation, disability, or national origin.

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 on or after the thirty-first day following the beginning of their employment, or on or after the thirty-first day following the execution date of this Agreement, whichever is the later. Employees hired for new store openings or store remodels shall become and remain members in good standing of the Union as a condition of employment on or after the sixty-first day following the date of the new store's opening or the grand opening of the remodeled store.

Employees hired in the following seasonal area stores between Memorial Day and the Sunday after Labor Day shall be required to become members of the Union after ninety (90) days following employment by the Company: stores in the communities of Branford, Clinton, Colchester, Groton, Litchfield, Madison, New Milford, North Canaan, Old Saybrook, Waterford and Winstead Connecticut and Lenox and Pittsfield, 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 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 weekly 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 periods shall be as follows:
 1. Department Head
 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

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.
- E. 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 straight-time weekly hours worked for the year preceding his vacation.

SECTION 9 - An employee with five (5) 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 three (3) weeks of vacation pay in lieu of vacation time if eligible.

ARTICLE 7
HOLIDAYS

SECTION 1

The Company shall observe the following holidays with pay, regardless of the day of the week on which they fall:

	<u>Part A</u> <u>Major Holidays</u>	<u>Part B</u> <u>Minor Holidays</u>
<u>(Connecticut Only)</u>	New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day Birthday Holiday (if hired on or before 2/8/97) Anniversary Holiday (if hired on or before 2/8/97) Personal Holidays— Four (4)	Any local holiday which is observed by major competition will also be observed by the Company.

(Massachusetts Only)

Part A
Major Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Birthday Holiday (if hired
on or before 2/8/97)
*Personal Holidays

Part B
Minor Holidays

Columbus Day (if hired on or
before 2/8/97)
Veteran's Day (if hired on or
before 2/8/97)

*three if hired on or before 2/8/97; four if hired after 2/8/97

For full-time and part-time former Edwards employees hired/promoted before 5/16/99:

Full-Time: After ninety (90) days; Part-Time after 9 months:

New Year's Day
Memorial Day
Labor Day
Employee Birthday

Thanksgiving Day
Christmas Day
Independence Day

After one (1) year for full-time and part-time employees:

Two (2) personal holidays in the first half of the calendar year.

Two (2) personal holidays in the second half of the calendar year.

Employee Anniversary

For former Edwards employees hired on or after May 16, 1999, the following holidays entitlement shall apply:

Full-Time: After ninety (90) days; Part-Time after 9 months:

New Year's Day
Memorial Day
Labor Day

Thanksgiving Day
Christmas Day
Independence Day

After one (1) year for full-time and part-time employees:

Two (2) personal holidays in the first half of the calendar year.

Two (2) personal holidays in the second half of the calendar year.

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 EMPLOYEES

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. Full-time employees shall receive eight (8) hours of pay for any of the above listed holidays after 31 days of continuous full-time service.

Full-time employees hired on or after 2/8/97 (May 16, 1999 in the case of former Edwards employees) shall receive six (6) named holidays after 90 days employment with 2 additional personal holidays after 1 year in the first half of the calendar year and 2 additional personal holidays after 1 year in the second half of the calendar year.

If an 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 the holiday pay for that week only.

- A. A Part-time employee (excluding former Edwards employees) hired prior to 1/31/82 who has three (3) months continuous employment shall be eligible for pay on the holidays listed in Section 1.

Such Part-time employees shall be paid for the above listed holidays, provided they have been continuously employed and work on the last scheduled day before and the first scheduled day after the holiday occurs, according to the following formula:

Less than 24 hours	4 hours' pay
24 to 30 hours	6 hours' pay
30 to 35 hours	7 hours' pay
35 hours and over	8 hours' pay

The above formula will be based on the average of the hours worked during the four (4) week period prior to the holiday.

- B. A Part-time employee (excluding former Edwards employees) hired on or after 1/31/82, but not after 3/17/85, who has three (3) months' continuous employment shall be eligible for holiday pay on the legal holidays listed in Section 1. A Part-time employee hired on or after 1/31/82, but not after 3/17/85, who has six (6) months continuous employment shall be eligible for holiday pay on the personal holidays listed in Section 1.

A Part-time employee (excluding former Edwards employees) hired after 3/17/85, but not after 2/8/97, who has nine (9) months continuous employment shall be eligible for holiday pay on the holidays listed in Section 1.

Part-time employees hired after 2/8/97 (5/16/99 in the case of former Edwards employees) shall receive six (6) named holidays after 9 months of employment with 2 additional personal holidays after 1 year in the first half of the calendar year and 2 additional personal holidays after 1 year in the second half of the calendar year.

Such Part-time employees shall be paid for the above listed holidays, provided they have been continuously employed and work on the last scheduled day before and the first scheduled day after the holiday occurs according to the following formula:

Less than 24 hours	4 hours' pay
24 to 30 hours	6 hours' pay
30 to 35 hours	7 hours' pay
35 hours and over	8 hours' pay

The above formula will be based on the average of the hours worked during the four (4) week period prior to the holiday.

- C. To be eligible for holiday pay an employee must work his scheduled work day before and his scheduled work day after the holiday except for absence due to death in the family in accordance with Article 10 of the Agreement. If an 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 for that week only.
- D. An eligible Part-time employee who works Full-time hours in the holiday week or in either of the two (2) weeks directly prior to the holiday, shall receive eight (8) hours of pay for said holiday.
- E. 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 6-month period following the date of reduction to Part-time.

SECTION 3 - No employee shall be required to work beyond 6:00 PM 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 PM, the Employer may require employees, by scheduling employees by inverse order of seniority to work until 9:00 PM.

SECTION 4 - 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 5 - 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.

SECTION 6 - INELIGIBLE EMPLOYEES PAID STRAIGHT TIME FOR HOURS WORKED ON HOLIDAYS

All newly-hired employees who are not eligible for holiday pay as defined in this Article, shall be paid straight time for any hours worked on any of the above listed holidays, except where state law specifying payment for working on a holiday is applicable in Massachusetts.

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
DEATH IN THE FAMILY

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 three 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 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 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 employees hired before 2/9/97, (other than Meat Department Managers) and, in the case of former Edwards employees, those full time employees hired or appointed before 5/5/93 in the employ of the Company shall be eligible to receive paid sick leave as follows:

February 11, 2001 - February 9, 2002 - nine (9) days
February 10, 2002 - February 8, 2003 - nine (9) days
February 9, 2003 - February 14, 2004 - nine (9) days

Any Full-time employee who is employed after December 6, 1981 (hired or appointed to full-time after 5/5/93 but before 5/16/99 in the case of former Edwards employees) 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.

All Full-time and part-time employees (except former Edwards Grocery, Meat and Produce Departments Heads hired or appointed to their classifications on or after 5/16/99) who have unused sick leave at the end of the above periods shall receive 100% of the unused sick leave in cash.

Full-time employees (except Meat Managers) hired after 2/9/97, are eligible for 5 days of sick leave per contract year after one year of continuous service.

In case of the former Edwards employees (except Grocery, Produce and Meat Managers hired or appointed to full-time on or after 5/16/99) are eligible for 5 days of sick leave per contract year after one year of continuous service.

Part-time Meat Department employees (other than former Edwards employees) in the employ of the Company prior to 1/31/82 shall be eligible to receive paid sick leave as follows:

	<u>After 12 Months Employment</u>
February 11, 2001 - February 9, 2002	24 hours
February 10, 2002 - February 8, 2003	24 hours
February 9, 2003 - February 14, 2004	24 hours

Part-time Meat Department employees (other than former Edwards employees) hired on or after 1/31/82 but prior to 2/9/97, shall be eligible to receive paid sick leave as follows:

	<u>After 12 Months Employment</u>	<u>After 24 Months Employment</u>
February 11, 2001 - February 9, 2002	15 hours	24 hours
February 10, 2002 - February 8, 2003	15 hours	24 hours
February 9, 2003 - February 14, 2004	15 hours	24 hours

Part-time employees hired after 2/9/97 (May 9, 1993 in the case of former Edwards employees) shall be eligible for 15 hours of sick leave per sick leave year after 12 months of continuous service. Part-time former Edwards employees hired prior to May 9, 1993 are eligible for 24 hours of sick leave per year after two years of continuous employment.

SECTION 2 - Whenever a Meat Department Manager, (or a Grocery, Produce or Meat Manager hired or appointed on or after 5/16/99 in the case of former Edwards employees), 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 Managers and not to exceed a period of four weeks for each illness or accident. The Meat Department Manager shall apply to the respective Plan for the Weekly Indemnity benefits.

Effective with the contract year beginning February 11, 2001, in the event that a Meat, Produce or Grocery Department Head who is entitled to 4 weeks supplemental pay per illness, does not take any sick leave during the sick leave year, then (s)he will receive 40 hours pay at their straight time hourly rate at the end of each sick leave year.

A Meat Dept. Manager (or a Meat, Grocery or Produce Department Manager hired or appointed on or after 5/16/99 in the case of former Edwards employees), who is reduced in classification shall not receive less than nine (9) days sick leave (or their eligible full-time sick leave benefit in the case of former Edwards employees) for the contract year in which he is reduced. Any days absent from work because of illness or accident while a Meat Dept. Manager shall be deducted from this nine (9) day total (or their full-time eligible days in the case of former Edwards employees). This does not include accidents on the job.

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 or her sick leave.

Unused sick leave will be paid to Full-time employees laid off for economic reasons. If such employee is recalled to work in the same contract year, he shall not be eligible for sick leave until the beginning of the next contract year. Employees reduced to Part-time for economic reasons shall not be eligible for unused sick leave at the time of the reduction.

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.

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

SECTION 5 - The eligible employee must return to work for a continuous 2 week period before the Company is required to make a contribution for an additional 6 month period for the same illness.

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 Workers' Compensation retain the right of re-employment 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 Personnel Division. 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 or she does not return to work when the leave of absence expires.
2. He or she works elsewhere while on leave without express permission, in writing, from the Company to be so employed.

SECTION 5A

(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.

If the employee is unable to resume his/her normal duties, the Employer and the Union shall meet to discuss and resolve his/her return to work.

(B) Time lost by sickness, accident or pregnancy shall not be deducted in determining the eligibility of an employee's vacation time, seniority and wages.

(C) Qualified employees losing time due to sickness, accident or pregnancy shall be covered under the Health and Welfare and Pension program. The cost of maintaining these benefits shall be borne by the Employer for a period of up to six (6) months.

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 two (2) years.

An employee who transfers out of the bargaining unit for more than two (2) years 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.

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 business agent 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. Nothing herein shall affect the Company's operating procedures and privileges heretofore existing.

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 an 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 Managers due to closed out stores, Meat Department Managers shall not exercise their seniority over one another. However, a Meat Department Manager 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 Manager 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 in his group starting first with the next lower job classification in his group in accordance with and in order of the classifications listed below:

In the Meat Area

Group 1

Meat Manager
Head Meat Cutter
Assistant Head Meat Cutter
Meat Cutter
Apprentice Meat Cutter
Part-time Meat Cutter

Group 2

Fish and/or Deli Head

Note: No bumps are allowed between Groups 1 and 2.
Employees from either of the above groups may bump down into the following group, but in no case may a Part-time employee bump a Full-time employee:

Group 3

Full-time Meat or Deli Clerk
Full-time Fish, Bazaar, Pizza, Sub Shop Clerk, and any other Full-time Service Clerk
Part-time Meat or Deli Clerk
Part-time Fish, Bazaar, Pizza, Sub Shop Clerk, and any other Part-time Clerk in a Service Department

In the Retail Area

Grocery Department Head replaces an Assistant Grocery Department Head.
An Assistant Grocery Department Head replaces a Full-time Clerk.
A Produce Department Head replaces a Produce Head Clerk.
A Produce Head Clerk replaces a Full-time Clerk.
A Service Manager (formerly known as Cash Department Head) replaces a Full-time Clerk.
A Head Florist Clerk replaces a Full-time Clerk.
A Full-time Office Clerk (non-classified job) replaces a Full-time Clerk.
A Lead Bake Shop Clerk replaces a Full-time Bake Shop Clerk.
A Full-time Bake Shop Clerk replaces a Part-time Bake Shop Clerk.

For Clerks, "lower classifications" are defined as follows:

Full-time Clerk replaces Part-time Clerk or Checker.
A Part-time Clerk or Checker replaces a Service Clerk or Courtesy Clerk.
A Service Clerk or Courtesy Clerk shall not replace a Part-time Clerk or Checker.

- 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, or
2. The employee is discharged for just cause, or
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, or
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, or
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:

1. Part-time employees, employed 31 days, but less than 6 months, shall have seniority rights within the store and 90 days' recall rights within the Market Manager area.
2. Part-time employees employed 6 months or more shall have seniority rights within the store and 6 months recall rights within the Market Manager area.

In the case of store closings, seniority rights shall be within the 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 Cutter or Full-time Meat Cutter.

- C. 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. The Company has the right to subject candidates for promotion to a drug screen, subject to applicable state and federal law.
- 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. Part-time Service Clerks shall have preference for Part-time Clerk positions as they become available. 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.
- G. Part-time Service Clerks promoted to Part-time Clerks will receive the next higher rate in the applicable Part-time table and will receive progression increases from that point forward.
- H. Employees promoted to Full-time shall be on probation for a period of 90 days. If either the employee or Employer determines that the change is not satisfactory, the employee should 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- 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 increase 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, yearly, 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.
- J. 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 371

The Employer will contribute the following amounts to the Local 371 Amalgamated Health and Welfare Trust Fund for eligible employees:

Monthly Amount To Be Contributed

	<u>3/01/04</u>	<u>3/01/05</u>	<u>3/01/06*</u>
Full-time	\$525	\$567	\$612
Part-time	\$130	\$140	\$150

*Effective March 1, 2006, for Part-time employees, if a rate increase above \$150.00 is necessary due to the change in eligibility period for part-time to 24 months, such increase shall not exceed 5%.

ELIGIBILITY FOR CONTRIBUTIONS

Full-time Employees - All Full-time employees who are members of Local 371 and who are in the active employ of the Employer the first day of the month following thirty days of Full-time employment.

Part-time Employees - All Part-time employees who are members of Local 371 and who are in the active employ of the Employer the first day of the month and who have nine (9) months of continuous Part-time service, except that contributions for Part-time Courtesy Clerks, Part-time Bake-Off Clerks, Salad Bar Clerks, Service Clerks, and Part-time General Merchandise Clerks shall take effect the first of the month following twelve (12) months of continuous Part-time employment, and contributions for Part-time employees hired after February 14, 2004 shall take effect the first of the month following twenty-four (24) months of continuous Part-time employment.

ARTICLE 27
PENSION PLAN

SECTION 1 - PENSION FUND

The United Food and Commercial Workers International Union Industry Pension Plan shall remain in effect for the duration of this contract subject to the provisions and terms of pension agreement between the Company and the Union.

The Company shall make contributions for an eligible employee on account of work performed in the month.

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 (21 years of age or older in the case of former Edwards employees) beginning the first day of the calendar month after such employee completes one year of continuous Part-time employment.

Monthly Amount to be Contributed

<u>Effective</u>	<u>3/01/03</u>	<u>9/01/06</u>
Full-time	\$133.41	\$135.08
*Part-time Hired Prior to 2/8/97	\$ 18.88	\$ 20.39
**Part-time Hired On/After 2/8/97	\$ 33.98	\$ 35.49

*The Company will continue the \$10.00 Supplemental Pension benefit.

**These employees are not eligible to participate in the Supplemental Plan.

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.

SECTION 2 - 401 (K) PLAN

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

ARTICLE 27A

SUPPLEMENTAL PENSION PLAN

(Not Applicable to Former Edwards Employees)

Effective March 1, 1988, the Employer established a Company administered supplemental pension plan for Part-time employees (excluding former Edwards employees) with one or more years of continuous Part-time employment, which will have the same characteristics as the United Food and Commercial Workers International Union Industry Pension Plan. The supplemental plan shall provide such employees with a benefit of \$8.00 per month per year 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 9/1/97, the Company Supplemental Plan for Part-time eligible employees will be \$10 per month for future service. Part-time employees hired after 2/8/97 are not eligible to participate in the Supplemental Plan.

ARTICLE 28

STEWARDS

SECTION 1 - The Union shall have the right to have two (2) stewards in each of the Company's stores covered by this Agreement.

SECTION 2 - The Chief Steward shall be a Full-time employee of the Company.

SECTION 3 - The Chief Steward shall have top seniority in layoffs due to lack of work within their respective department and classification.

SECTION 4 - No Chief Steward shall 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 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 shall arrange one (1) day off with pay per contract year to allow one (1) Steward per store to attend the Annual Shop Stewards 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 Business Agent, 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 Business Agent who will meet with the 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 Business Agent.

Second Step - If the grievance is not settled, the Union Business Agent 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 Business Agent 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 employees 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. Employees currently receiving travel pay under this Article shall continue to receive the existing mileage reimbursement until the end of their travel pay assignment.

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.

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 a 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. This 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, Bazaar, Pizza, Sub Shop, Service Fish and any new Service Department (hereafter established by the Company), 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 Manager, Grocery Department Head, or Produce Department Head in a partial week, except on a Sunday. If the replacement holds the classification of Meat Manager, Grocery Department Head, or Produce Department Head this provision shall not apply.

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

SECTION 3 - A Deli Head will be replaced when he is absent for a full week due to sickness or vacation or Company assignment. The Company will continue its practice of designating the replacement.

ARTICLE 37
MODIFICATION

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

ARTICLE 38
HOURS

SECTION 1 - The work week for all Full-time employees is Monday thru Saturday, as specified below, exclusive of Sunday.

- A. Regular Straight Time Hours - Forty (40) hours, five (5) day week:
 - 1. Four (4) days - eight (8) hours between 7:00 a.m. and 6:00 p.m.
 - 2. One (1) day - eight (8) hours worked back from 9:00 p.m. or five (5) eight hour days between 7:00 a.m. and 6:00 p.m.

- B. Holiday Straight Time Hours - Thirty-two (32) hours, four (4) day week:
 - 1. Three (3) days - eight (8) hours worked between 7:00 a.m. and 6:00 p.m.
 - 2. One (1) day - eight (8) hours worked back from 9:00 p.m. or four (4) eight hour days between 7:00 a.m. and 6:00 p.m.

- 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 7:00 a.m. and 10:00 p.m. 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 7:00 a.m. and 10:00 p.m. at the straight-time hourly rate.

- F. Full-time employees hired or appointed from Part-time employment after 1/31/82 may be scheduled for 8 hours' work per day between the hours of 6:00 a.m. and 10:00 p.m., or 1/2-hour after store closing, whichever is the latest. In 24-hour stores, store closing shall be defined as midnight.

- G. Employees may start at 5:00 a.m. at the straight time rate on a voluntary basis provided they sign a written waiver.

- H. Bakery Department personnel may be assigned to work a schedule providing for five (5) eight (8) hour days between the hours of 5:00 a.m. and 12:00 midnight at straight-time rates. Hours worked between 12:00 midnight and 5:00 a.m. by Bakery Department personnel hired after May 8, 1998 shall be compensated at an additional hourly rate of \$1.00 (one dollar).

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. The workweek for a Part-time employee is Monday through Saturday, exclusive of Sunday.

Part-time employees who work more than thirty (30) hours shall be paid their Part-time rate for such hours provided, however, they do not do so for more than four (4) consecutive weeks. If they work the 5th week at more than 30 hours, then they shall be paid the prorated Full-time rate from the 5th week forward with the following exception – during the period June 1st through September 30th, Part-time employees may work up to and including forty (40) hours per week. They shall be paid for such work at their Part-time hourly rate. If a Part-time employee works 40 hours during this period, it shall not be spread over more than 5 days at the straight time rate. In the event such Part-time employees are continued on a 40-hour workweek schedule beyond September 30th, they shall be reclassified to Full-time, retroactive to the date they began to work the forty (40) hour schedule.

- 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. A Part-time employee and the former Edwards employees hired on/after 5/16/99 shall be scheduled for no less than fifteen (15) hours a week (in the case of former Edwards employees hired prior to 5/16/99 shall be scheduled for no less than (16) hours a week) and for no less than four (4) hours per day (and shall be scheduled for not less than those hours required under the respective state laws) except for employees who legally cannot adhere to the minimums above, and except during a holiday week where, subject to this paragraph, 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, he 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, he 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 January 31, 1982 shall be scheduled for no less than twelve (12) hours in a holiday week.

- D. Part-time employees may be scheduled for fewer than the minimum hours set forth in Article 38, Section 2(C) provided a written waiver is signed by the employee.

SECTION 3 - SCHEDULE

A schedule designating employees' hours of work shall be posted in ink in each store by 3:00 p.m. Friday for the following week; however, the Sunday schedule shall be posted on the Wednesday prior to the Sunday to which it applies. Changes may be made in this schedule in an emergency situation only.

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 workweek, 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 workweek and in excess of eight (8) hours per day shall be paid at the rate of time and one-half the employee's regular hourly rate. In addition, time and one-half the employee's regular hourly rate shall be paid before 6:00 a.m. and after 10:00 p.m., or one-half hour after store closing, whichever is the latest. In 24-hour stores, store closing shall be defined as midnight.
- C. **Major Holidays and Sundays:** When employees (including Department Managers and Part-time employees) are requested by the Company to work on a Sunday or any holiday, 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. However, all employees hired after March 17, 1985, shall be paid one and one-half times their hourly rate for such hours worked on a Sunday only. Employees hired after February 12, 1994, shall be paid one and one-half times their hourly rate for such hours worked on a holiday. In Connecticut, all newly-hired employees after the date of ratification who work on a Sunday will receive a premium of \$1.50 per hour for the first twelve months of employment, and will receive time-and-one-half thereafter.
- D. **Minor Holidays:** When employees (including Department Managers and Part-time employees) are requested by the Company to work on 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 - MISCELLANEOUS PROVISIONS:

- A. No Full-time employee shall be compelled to accept overtime; however, no employee shall unreasonably refuse to accept overtime.

No Part-time employee shall be compelled to accept overtime or premium hours; however, no employee shall unreasonably refuse to accept overtime.

- 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 (except for former Edwards employees):

Group 1

Meat Managers
Head Meat Cutter
Ass't Head Meat Cutter
Meat Cutters
Part-time Meat Cutter

Group 2

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

Group 3

Full-time Service Clerk
Part-time Service Clerk

Scheduled overtime shall be rotated within the store for former Edwards employees. Such employees shall not lose their turn in the rotation. There shall be six groups within which such employees shall be rotated*:

1. Classified and other Full-time
2. Part-time employees
3. Office employees
4. General Merchandise Clerks
5. Courtesy Clerks
6. Service Clerks

*Scheduled overtime work and work on Sundays and holidays for night shift employees will be assigned on a rotation basis by department.

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.

SECTION 6 - 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 a.m. and ending at 2:00 p.m. 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.

SECTION 7 - No employee shall be given compensating time off in lieu of overtime worked.

SECTION 8 - CREDIT FOR PART-TIME HOURS

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. The employee shall then progress to the next scale rate when he/she has satisfied the number of months necessary to move from their rate to the next scale rate.

SECTION 9 - NIGHT MEAT, DELI, AND SERVICE DEPARTMENTS

A. The workweek for all Full-time night meat operation shall be:

1. Regular straight time hours - 40 hours - 5 night week Five (5) nights - 8 hours (consecutive) per night commencing no earlier than 11:00 p.m., except Sundays and holidays when they may commence no earlier than 12:01 a.m. of the following day.
2. Holiday straight time hours - 32 hours - 4 night week Four (4) nights - 8 consecutive hours per night commencing no earlier than 11:00 p.m., except Sundays and holidays when they may commence no earlier than 12:01 a.m. of the following day.

B. The above relates to Full-time assignment on the Night Meat, Deli, and Service operation. However, it is understood that assignment to the Night Meat, Deli, and Service Operation may be on a Part-time basis. That is, it is not required that the Night

Meat, Deli, and Service Operation be a forty (40) hour week. It may be any variable of 8 hours, and may be performed by either Full- or Part-time employees.

C. Overtime for Night Meat, Deli, and Service operation –

Hours worked in excess of forty (40) hours per week and eight (8) hours per night shall be compensated for at the hourly rate of one and one-half (1-1/2) times their regular hourly rate for said excess hours including the addition of the night premium of \$.75 per hour for classified and \$.60 per hour for Clerks to the employee's base rate. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not both.

D. Employees on such a Night Meat, Deli, or Service operation will receive \$.60 per hour for Clerks and \$.75 per hour for classified.

E. On each such operation, there shall be a minimum of two (2) employees. The meal period will consist of one-half (1/2) hour to be taken within the eight (8) hour night. Time taken for the meal period will be considered as working time.

F. No provisions are made for rest periods. In selecting employees for such Night Meat, Deli, and Service operation, the Company will give preference to present employees. However, there shall be no obligation on their part to accept same.

SECTION 10 – INELIGIBLE EMPLOYEES PAID STRAIGHT TIME FOR HOURS WORKED ON HOLIDAYS

All newly-hired employees who are not eligible for holiday pay as defined in Article 7, shall be paid straight time for any hours worked on any of the listed holidays, except where state law specifying payment for working on a holiday is applicable in Massachusetts.

ARTICLE 39
WAGES

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

<u>Rate</u>	<u>Hourly</u>
A. *Meat Manager	\$873.00 \$21.825
*Head Meat Cutter	\$821.50 \$20.537
*Meat Cutter	\$749.00 \$18.725
*Deli Head	\$815.00 \$20.375
*Grocery Dept. Head	\$845.00 \$21.125
*Produce Dept. head	\$845.00 \$21.125
*Part-time Meat Cutter	\$18.725

* Those employees holding the above classifications 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 appointed to Meat Managers on or after 2/15/04 shall receive the greater of \$20/wk over their stated rate at the time of their appointment, or \$873/wk, 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 \$821.50/wk, and any applicable General Wage Increases thereafter.

B. Full-time Clerks – 5 Day Week – 40 hours

	<u>Weekly</u>	<u>Hourly</u>	
1 month	360.00	9.000	
3 months	374.00	9.350	
4 months	404.00	10.100	
8 months	435.00	10.875	
8 months	452.00	11.300	
6 months	487.00	12.175	
6 months	525.00	13.125	
	<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

*The 2/15/04 CWI 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 Clerks hired on or before 2/14/04

Step 1	start	\$7.10
Step 2	2 mos.	\$7.25
Step 3	3 mos.	\$7.50
Step 4	2 mos.	\$7.75
Step 5	6 mos.	\$8.00
Step 6	6 mos.	\$8.25
Step 7	6 mos.	\$8.50
Step 8	6 mos.	\$9.00
Step 9	3 mos.	\$9.50

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.

2/15/04 2/20/05 2/19/06

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:

1 month	13 months	25 months
.30¢	.25¢	.25¢

D. Apprentice Meat Cutters

	<u>5 Day Week – 40 Hours</u>	<u>Hourly Rates</u>
First 4 months	\$ 385.00	\$9.6250
After 4 months	\$ 395.00	\$9.8750
After 8 months	\$ 410.00	\$10.250
After 12 months	\$ 425.00	\$10.625
After 16 months	\$ 440.00	\$11.000
After 20 months	\$ 585.00	\$14.625
After 24 months	\$ 720.00	\$18.00

1. There shall not be more than one Apprentice in each store.
2. The Company and 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 Company.
4. An employee promoted to Apprentice Cutter shall maintain his rate or receive the starting rate listed in the Apprentice schedule, which ever is higher. If his 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. Service Department Clerks

The following rates shall apply for all part time employees in service departments now or hereafter established by the Employer:

<u>Service Clerks – CT</u>		<u>Western MA</u>	
Step 1 start	\$7.10	Step 1	Start \$6.75
Step 2 6 months	\$7.25	Step 2	3 mos. \$7.00
Step 3 6 months	\$7.50	Step 3	6 mos. \$7.25
Step 4 6 months	\$7.75	Step 4	6 mos. \$7.50
Step 5 6 months	\$8.00	Step 5	6 mos. \$7.75
		Step 6	6 mos. \$8.00

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 Service Department 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 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:

	2 months	14 months	26 months
	.25¢	.20¢	.20¢

Full-time Service Clerks

	<u>Weekly</u>	<u>Hourly</u>
Step 1	345.00	8.625
Step 2	365.00	9.125
Step 3	385.00	9.625
Step 4	405.00	10.125
Step 5	425.00	10.625
Step 6	445.00	11.125
Step 7	465.00	11.625

Full-time employees will receive the above rates according to the following rules:

The above rates in the table are at 6-month intervals. 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. 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.

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

	<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

* 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.

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 6 months in that 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, employee will receive the next GWI for that classification on the effective dates of such GWI as set forth above.

Employees hired after 2/15/04 shall receive the next GWI after they reach the highest rate in the table.

An employee promoted to a higher classification will go to that rate in the higher classification which is closest to, but higher than, the employee's previous rate, unless the corresponding rate in the new classification is the same, in which case he/she will receive such corresponding rate.

An employee at the highest rate in the table or who is at a rate above the maximum rate in the table as of any of the dates above will receive the next GWI on the effective dates above:

General Merchandise Clerk Duties.

- (1) General Merchandise Clerk shall be a separate classification in stores with over 300 linear feet of general merchandise shelving (floor feet times number of shelves over).
- (2) The following categories of merchandise are included in the General Merchandise Clerk classification: Wearing apparel and accessories, footwear, home furnishings, domestics, appliances, house wares, hardware, lawn and garden tools and supplies, paint and paint supplies, automotive products, luggage, jewelry, sporting goods, tape, toys and games, records and recording tape, electronics, camera and camera supplies, fire protection and home safety devices, fuel and batteries, electrical supplies and products, health and healthcare products, cosmetics and beauty aids, books, stationary, crafts, yarns, yarn goods, building products, home and household repair products, cards, party goods, sewing needs, items inside and outside pharmacy, notions, sundries, non-food seasonal and holiday items, magazines, non-food pet supplies, and related similar categories.

- (3) Seniority for General Merchandise Clerks shall be within the general merchandise classification, except for General Merchandise Clerks working inside the pharmacy who shall be considered as a separate seniority unit.
- (4) Book vendors may perform stocking and non-stocking functions.
- (5) General merchandise vendors may perform stocking functions

Full-Time Lead Fish

Those employees holding the position of Full Time Lead Fish 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

Min. Rate \$615.00

Full-Time Lead Cold Food Clerks

Those employees holding the position of Full-time Lead Cold Food Clerk shall receive the following general wage increase on the dates indicated Future promotions to the position shall be optional.

	<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

Min. Rate \$525.00

SECTION 2 – Grocery and Produce Department Heads

Those employees classified as Grocery or Produce Department Heads on February 14, 2004 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 appointed to Grocery and Produce Department Heads on/after February 15, 2004 shall receive the greater of \$20/wk over their rate at the time of their appointment, or \$845.00 and any applicable General Wage Increase thereafter.

SECTION 3 – Head Produce Clerks

Those employees classified as Head Produce Clerks on February 14, 2004, 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 appointed to Head Produce Clerk after 2/15/04 shall receive the greater of \$20/wk over their rate at the time of their appointment, or \$615/wk, and each of the following General Wage Increases which occur after their date of appointment as follows:

	<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

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 4 – Assistant Grocery Department Heads

Those employees classified as Assistant Grocery Department Heads on February 14, 2004 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 appointed to Assistant Grocery Department Head after February 15, 2004, shall receive the greater of \$20/wk over their rate at the time of their appointment, or \$615/wk, and each of the following General Wage Increases which occurs after their date of appointment as follows:

	<u>2/20/05</u>	<u>2/19/06</u>
GWI	\$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 5 – Service Manager/Cash Department Head

Employees classified as Cash Department head on February 14, 2004 shall receive the following Those employees classified as Assistant Grocery Department Heads on February 14, 2004 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 appointed to Cash Department Head after 2/15/04 shall receive the greater of \$20/wk over their rate at the time of their appointment or \$735.00/wk, and each of the above remaining general wage increases which occurs after their date of appointment.

SECTION 6 – Part-time Cash Department Head

If a Part-time employee shall be designated to perform all the functions of a Cash Department Head, such employee shall be classified as a Part-time Cash Department Head and shall receive twenty-five cents (\$.25) per hour over their regular Part-time rate.

SECTION 7 – Head Florist Clerks

Those employees classified as Head Florist Clerks on February 14, 2004 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 appointed to Head Florist Clerk after 2/15/04 shall receive the greater of \$20/wk over their rate at the time of their appointment, or \$615/wk, and each of the following General Wage Increases which occurs after their date of appointment as follows:

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

Full-time Florist Clerks

Those employees classified as Full Time Florist Clerks shall follow the full-time clerks scale.

SECTION 8 – Cash Office Clerk

Employees classified as Office Clerks on or before 2/14/04 shall receive the following General Wage Increases on the dates indicated. He/she shall receive \$10.00 per week over their rate.

	<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 appointed to office Clerk on or after 2/15/04 shall receive \$10.00 per week over their rate at the time of appointment and each of the above General Wage Increases, if applicable, which occur after the date of their appointment.

SECTION 9 – Courtesy Clerks

Part-time Courtesy Clerks – CT

Step 1 – Start	\$7.10
Step 2 – 6 months	\$7.25
Step 3 – 6 months	\$7.50

Western, MA

Step 1 – Start	\$6.75
Step 2 – 3 months	\$7.00
Step 3 – 6 months	\$7.25
Step 4 – 6 months	\$7.50

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 Courtesy 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:

3 months	15 months	27 months
.20¢	.15¢	.15¢

Courtesy Clerks

A Courtesy Clerk is an employee whose duties do not include any of the work of a regular clerk. Courtesy Clerks may perform clean-up work around the check-stands and in the area between the check-stands and the customer's entrances to the stores. Courtesy Clerks may keep the check-stands stocked with supplies, such supplies not to include merchandise offered for sale. Courtesy Clerks may handle merchandise after it has become the property of the customer, and may also assist the checker or cashier in removing merchandise from the carriages.

Courtesy Clerks may collect and line up carriages from the parking lot and return them to the store and may keep the area orderly and free from refuse. Courtesy Clerks may keep the area orderly and free from refuse. Courtesy Clerks may carry empty bottles to a collection point and refuse to a point of disposal. Courtesy Clerks may clean up customer breakage, sweep the entire store (sales area only), spot mop the sales area only, clean rest rooms and lunch room, return customer returns to shelves, perform price checks and handle empty bottle returns and bottle register.

Courtesy Clerks shall be given preference in filling Part-time Clerk/Checker vacancies.

There shall be a thirty (30) day trail period for Courtesy Clerks appointed to Clerk or Checker. Such employee shall receive the Clerk/Checker rate during the trail period.

SECTION 10 – Porters

The duties of Porters shall be limited to the general cleaning up of the store and the parking area, but in no instance shall Porters be allowed to handle, display or sell merchandise.

Employees hired or appointed to Full-time or Part-time Porter on or before 2/14/04 shall receive the rate of \$7.25 per hour and each of the following General Wage Increases which occur after their date of appointment. General Wage Increases for Porters:

Full-Time:

	<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

Part-Time:

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

Employees hired after 2/14/04:

	Full time	3 months	15 months	27 months
GWI		.60¢	.50¢	.50¢
	Part time	1 month	13 months	25 months
		.30¢	.25¢	.25¢

The only provision of the overtime section of this Agreement that applies to Porters is that job overtime after forty (40) hours of work in a regular workweek and thirty-two (32) hours of work in a holiday workweek. Sunday work will be at time and one half the regular hourly rate. There will be no pyramiding of overtime. The premium shift payment shall not apply to Porters.

SECTION 11 – Night Stockers

Working conditions and wages for those people who are selected to work the night shift in stores designated by the Employer:

- A. The hours of work shall be consecutive between 11:00 p.m. and 8:00 am.
- B. The lunch period will consist of one-half hour to be taken within the eight-hour day. Time taken for lunch will be considered as working time. No provisions are made for rest periods.
- C. The Night Stocker's total pay shall apply to Articles 6, 7, 10, 12, 13, and 16.
- D. It is understood and agreed between the Employer and the Union that should a situation arises whereby the Employer desires to change the starting time for a Night Stocker from 11:00p.m. to 10:00 p.m., the local Union involved and the Employer shall meet and mutually agree on the starting time.

E. FULL TIME

For Full-time employees appointed to the Night Crew, a \$1.00 per hr. premium is to be paid over their regular day rate.

All employees holding the classification of Full-time Night Crew clerk on February 14, 2004 shall receive the General Wage Increases if eligible for General Wage Increases under Section 1 of this Article.

The regular workweek to consist of five (5) days of eight (8) hours each for a total of forty (40) hours.

The holiday workweek to consist of four (4) days of eight (8) hours each for a total of Thirty-two (32) hours.

F. PART-TIME

There is no restriction on the number of Part-time night stockers who may work the night shift in any store, but no Full-time night stocker shall be reduced in hours as a result of introducing a Part-time night stocker. A Part-time night stocker shall be scheduled for at least eight (9) hours per night on the night shift. All Part-time employees hired or appointed to the night crew after May 16, 1999 may be scheduled six (6) hours per night on the night shift. Employees who cannot work either a six (6) or eight (8) hour night crew shift may voluntarily work fewer hours provided the employees sign a written waiver.

For employees appointed to the Night Crew, a \$1.00 per hr. premium is to be paid over the applicable Part-time day rate.

Any day Part-time employee who works voluntarily on the night crew shall receive the applicable Part-time night crew rate and night crew premium.

G. NIGHT CREW CHIEFS

Those employees appointed to Full-time Night Crew Chief on or after 2/14/04 shall receive the greater of \$20/wk over their rate at the time of appointment, or \$737.00, whichever is greater, and any applicable General Wage Increases thereafter. The night crew premium is added into the \$737.00.

SECTION 12 – BAKE OFF

The Company recognizes the Union as the bargaining agent for the Company's employees working at bake-offs operated by the Company.

(A) Part-time Bake-Off Employees hired on or before 2/14/04:

<u>Connecticut</u>			<u>Western, MA</u>		
Step 1	Start	\$7.10	Step 1	Start	\$6.75
Step 2	6 mos.	\$7.25	Step 2	3 mos.	\$7.00
Step 3	6 mos.	\$7.50	Step 3	6 mos.	\$7.25
Step 4	6 mos.	\$7.75	Step 4	6 mos.	\$7.50
Step 5	6 mos.	\$8.00	Step 5	6 mos.	\$7.75
			Step 6	6 mos.	\$8.00

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.

	<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 Bake-Off 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.

An employee promoted to a higher classification will go to the rate in the higher classification which is closed to, but higher than, the employee's previous rate, unless the corresponding rate in the new classification is the same, in which case he/she will receive such corresponding rate.

Employees hired after 2/14/04:

	2 months	14 months	26 months
	.25¢	.20¢	.20¢

(B) Full-time Bake-Off Employees

All Full-time Bake-Off employees will receive the following wages:

	<u>Weekly</u>	<u>Hourly</u>
Step 1	\$365.00	\$ 9.125
Step 2	\$385.00	9.625
Step 3	\$405.00	10.125
Step 4	\$425.00	10.625
Step 5	\$445.00	11.125
Step 6	\$465.00	11.625
Step 7	\$485.00	12.125

Full-time employees will receive the above rates according to the following rules:

The above rates in the table are at 6-month intervals. 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. 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.

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

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

(C) Full-time Lead Bake-Off Employees

Employees classified as Full-time Lead Bake-off on or before 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

Those employees appointed to Lead Bake-Off on/after 2/15/04 shall receive the greater of \$20/wk over their rate at the time of their appointment, or \$640/wk, and each of the following General Wage Increases which occurs after their date of appointment as follows:

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

(D) Sunday and holiday rotation shall be within the department.

(E) Seniority shall be within the department.

(F) Employees may be scheduled for up to 5 nights at straight time.

(G) Employees may be scheduled beginning at 5:00 A.M. at the straight time hourly rate.

Section 13 - Pharmacy Technician

The hiring range for the part-time Pharmacy Technician classification will be \$7.50 - \$11.00 and the hiring range for full time Pharmacy Technicians \$10.00 - \$14.00. Part-time and full-time Pharmacy Technicians are eligible for appropriate General Wage increases.

Section 14 - 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. The employee shall then

progress to the next scale rate when he/she has 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/her Part-time status will receive the hourly rate to which he/she was entitled had he/she not changed his/her 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/her Full-time basic wage by forty (40) hours.
- (D.) A full-time employee who requests a reduction to Part-time will receive a Part-time rate of pay based upon his/her seniority.

Section 15 – Emergency Call-In

No less than three (3) hours pay for emergency calls for all employees who show up to be paid at the rate of overtime.

Section 16 – Experience Credit

The Employer may credit a new employee with relevant past experience. The employee shall be placed on the applicable wage table based on verified experience. Thereafter, the employee shall receive rate and/or General Wage Increases on the same conditions as apply generally to other employees. This provision applies to wages only.

Section 17 – General Wage Increases

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

Section 18 – 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

With regard to non-former Edwards employees, 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.

With respect to former Edwards employees, this article applies only to those employees having regular full time status as of November 12, 1966, and to those employees who had regular full time status as of August 8, 1964, including those who may presently be working as security employees on a pro rata basis within the framework of part time hours.

- A. 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.
- B. 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, or
 - 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.

- C. 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.
- D. Pro-rata consideration of what a regular Full-time employee receives applies to wages, vacations, holidays, life insurance coverage, pension credits, Major Medical, hospitalization, surgical, accidental death and dismemberment benefits for up to six months, exactly as if the reduced employee were working Full-time.
- E. 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.
- F. 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 & Health Insurance</u>	<u>Period of Coverage</u>
Hospitalization	Sixty (60) days or final termination of employment, whichever occurs first.
Surgical	
Accidental Death & Dismemberment	
 Life Insurance	 Twelve months or final termination, whichever occurs first.
 Major Medical	 Sixty (60) days or final termination of employment, whichever occurs first.

- G. When a regular Full-time job is vacated for any of the following reasons: death, discharge for cause, retirement and voluntary terminations -- the job so vacated will be offered to the employee identified in this article.

ARTICLE 41
SEVERANCE PAY

(Not Applicable to Former Edwards Employees)

- A. Eligibility - To be eligible for severance pay an employee must:
 - 1. Be hired or appointed Full-time prior to 1/31/82.
 - 2. Be a Full-time employee with a minimum of one year's continuous service, and

3. Have been laid off for lack of work, and
 4. Not be working with the Company on a Part-time basis, and
 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.

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. 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.
- C. When a step rate increase is due an employee Sunday to Tuesday, it shall be paid as of the Sunday of the week in which the date occurs. When a step rate increase is due an employee Wednesday to Saturday, it shall be paid as of the Sunday of the week following 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 registered 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. 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 UNION – AFL-CIO-CLC

THE STOP & SHOP SUPERMARKET
COMPANY LLC

By: 
President, Local 371

By: 
Executive Vice President

By: _____
Secretary – Treasurer, Local 371

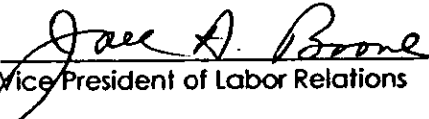
By: 
Vice President of Labor Relations

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

The following understanding between the United Food and Commercial Workers Union Local 371 and The Stop & Shop Supermarket Company, LLC are part of the Collective Bargaining Agreement dated February 15, 2004.

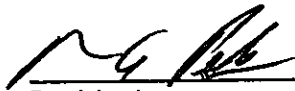
1. Extensions Under Article 12, Section 4 (a)

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. Safety Committee

The Company will participate with the Union in the establishment and operation of a Safety Committee, which will consist of an equal number of representatives of Management and Labor.

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 371 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

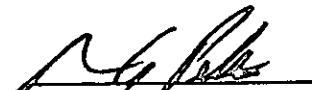
4) Protective Clothing for Steam Cleaning Operation

- (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

February 15, 2004

Dear Mr. Petronella:

The following provisions were removed from the Agreement with Local 371 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 Journeymen 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 Company 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 Company 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.

Very truly yours,


Executive Vice President

EXHIBIT D

February 15, 2004

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. It is also agreed that any additional items of concern that arise, the Company and the Union will meet to discuss them.

- 1) Unused sick leave will be paid to full-time employees laid off for economic reasons. If such an employee is recalled in the same contract year, they will be eligible for zero (0) sick days until a new contract year begins. Full-time employees accepting part-time work shall not be eligible for unused sick days.
- 2) A Meat Manager who is reduced in classification shall not receive less than nine (9) days sick leave for the contract year in which he is reduced. Any days absent from work because of illness or accident while a Meat Manager shall be deducted from this 9 day total. This does not include accidents on the job.
- 3) The classification of Deli Assistant (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.
- 4) 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.
- 5) 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 Company 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 Company will continue to make full-time health and welfare contributions (or continue full-time coverage under the Amalgamated Welfare Trust Fund for Local 371 employees) 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 this 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.
- 6) It is understood that full-time employees who were listed as full-time employees on the Company 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 Company will make full-time contributions (or provide full-time coverage under the Amalgamated Welfare Trust Fund for Local 371 employees) 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 Company will forward an amount for such coverage to the Health & Welfare Fund for employees in Local 371.
- 7) 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.
- 8) 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.
- 9) Any recall rights or rights to "contractual" severance pay are forfeited by employees accepting positions elsewhere in the Corporation.

FOR THE UNION:



 President

FOR THE COMPANY:



 Executive Vice President

EXHIBIT E

MEMORANDUM OF UNDERSTANDING

The following understanding between UFCW Local 371 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 agree that meat clerks shall be permitted to grind hamburger provided it does not result in the layoff of full-time meat cutters. The meat clerks will not scrape steaks, chops or trim meat. In any store where full-time meat cutters are reduced to part-time meat cutters, clerks will not grind hamburger.

FOR THE UNION:


President

FOR THE COMPANY:

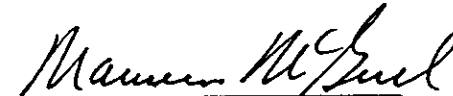

Executive Vice President

EXHIBIT F

LETTER OF UNDERSTANDING

The parties agree that the Company may transfer and interchange employees between Stop & Shop stores and the converted Edwards stores. Transferred employees shall continue to be covered by their pre-transfer collective bargaining agreement.

FOR THE UNION:



President

FOR THE COMPANY:



Executive Vice President

EXHIBIT G

February 15, 2004

LETTER OF UNDERSTANDING

Brian Petronella
President
UFCW Local 371
PO Box 470
290 Post Road West
Westport, CT 06881

Dear Mr. Petronella:

This letter of understanding sets forth an agreement concerning rates for Department Heads hired from the outside reached by the parties during negotiations for their collective bargaining agreement effective February 15, 2004 ("Agreement") which shall continue in effect for the term of the Agreement.

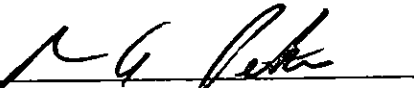
Those Grocery and Produce Department Heads hired from the outside after February 14, 2004 shall receive a rate of \$795/week, and any applicable General Wage Increases thereafter.

Those Night Crew Chiefs hired from the outside after February 14, 2004 shall receive a rate of \$706/week, and any applicable General Wage Increases thereafter.

FOR THE UNION:

FOR THE COMPANY:

BY:



Brian Petronella
President, UFCW AFL-CIO
Local 371

BY:



Executive Vice President

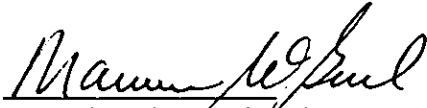
February 15, 2004

Brian Petronella
President
UFCW Local 371
290 Post Road West
P.O. Box 470
Westport, CT 06881-0470

Dear Mr. Petronella:

Any Local 919 member who has agreed to a 10 hour straight time shift shall not work in any wall-to-wall Local 371 store during the week of said employee's 4-day, 10-hour straight time assigned work week, including Sundays.

Sincerely,

A handwritten signature in black ink, appearing to read "Maura McPaul". The signature is written in a cursive style with a horizontal line underneath the name.

Executive Vice President

Subject: New Store Opening in Vermont

Dear (Local President)

In the event that the Company opens a Super Stop & Shop store in Vermont and the jurisdictional issue is resolved to the satisfaction of the Company, the Company agrees that it would recognize the Union as the bargaining agent provided the necessary verifiable authorization cards were presented which indicate that the union represented a majority of the employees in the appropriate unit.

The Union also agrees to accept a contract that recognizes local conditions, is consistent with the framework of the contract negotiated and ratified for Stop & Shop's New Hampshire and Maine stores, and permits interchangeability such that on an as-needed basis, employees can work across department lines, outside of their classifications, and across jurisdictional lines.