

LOCAL 371

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

290 Post Road West
P.O. Box 470
Westport, Conn. 06881-0470
AREA CODE (203) 226-4751

1-800-882-5571

(MEMBERS ONLY)

CREDIT UNION

AREA CODE (203) 226-1049

1-800-423-3143

(MEMBERS ONLY)

HEALTH AND WELFARE COVERAGE

PLEASE CALL THE FOLLOWING TELEPHONE NUMBERS FOR ALL INFORMATION REGARDING HEALTH AND WELFARE COVERAGE

AREA CODE (203) 226-4217

1-800-882-5556

(MEMBERS ONLY)

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

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6341
2,500

SHAW'S SUPERMARKETS, INC.

and

Local 371



CHARTERED BY

**UNITED FOOD &
COMMERCIAL WORKERS UNION
A.F.L.- C.I.O.- C.L.C.**

Effective Date: March 7, 2004

Expiration: March 6, 2008

47 pages

Your Right to Representation

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

1. DEMAND UNION REPRESENTATION. You must ask for representation- This right is not automatic.

2. REFUSE TO PROCEED WITHOUT UNION REPRESENTATION. If you

are denied this right, stay in the room but remain silent.

3. DO NOT MAKE ANY WRITTEN OR VERBAL STATEMENT OF GUILT OR INNOCENCE. Making **NO** statement is the most appropriate action.

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

My Stewards Are:

My Business Representative Is:

UFCW LOCAL 371 1-800-882-5571



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AGREEMENT

Entered into as of this March 7, 2004, by and between Shaw's Supermarkets, Inc., hereinafter referred to as the "Company" and Local Union 371, chartered by the United Food and Commercial Workers International Union, affiliated with the AFL-CIO-CLC, hereinafter referred to as the "Union", for and on behalf of its members now employed and those who hereinafter may be employed by the Company.

ARTICLE 1 RECOGNITION

Subject to any applicable provisions of State or Federal law or regulation now or hereafter in effect, the Employer recognizes the Union, Local 371, UFCW, as the exclusive bargaining agent with respect to wages, hours, and other conditions of employment of all Employees at the Company's stores presently, or hereafter, located in the State of Connecticut including part-time employees, but excluding executives, buyers, store managers, perishable managers, non-perishable managers, fresh food managers, administrative managers, personnel coordinators, pharmacists, office clerical employees, guards, professional employees and supervisors as defined by the National Labor Relations Act, and as hereinafter used in this Agreement the words "Employee" and "Employees" will be deemed to refer to and only to an employee or employees, respectively, of the Company in the bargaining unit described above.

**ARTICLE 2
MANAGEMENT**

A. The Employer retains the sole right to manage its business including, without restrictions on the foregoing, the rights to decide the number and location of its stores; the equipment to be used; the functions to be performed; the products to be manufactured; purchased, merchandised or otherwise dealt in; the method of operations; the schedule of operations, the processes of handling, manufacturing, or assembling; and the control of raw materials, semi-manufactured and finished goods which it may determine to incorporate into the products manufactured, purchased, merchandised or otherwise dealt in by it; to maintain order and efficiency in its operations; to hire, assign and promote Employees; to lay off, recall and transfer Employees for legitimate business reasons; to discipline; demote and discharge Employees for proper cause; and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

B. The Company retains the right to make such reasonable rules and regulations not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or effective operation of the plant, and, after advance notice thereof to the Union and the employees, to require compliance therewith by employees through discipline and otherwise.

**ARTICLE 3
UNION SECURITY**

The Company may secure new employees from any source. When new employees are to be hired in the Company's stores, 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.

- (a) 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.
- (b) 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 (31st) day following the beginning of their employment, or on and after the thirty-first (31st) day following the execution of this Agreement, whichever is the later.

The Union agrees that it will admit to and retain in membership all employees without discrimination as 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. In the event that any employee fails to comply with Items (a) and (b) 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. 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 CHECK-OFF

The Company agrees to deduct Union dues (weekly), 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 deduction. It is further agreed that such deduction shall include the deduction of initiation fees.

Current weekly dues remittance will be remitted with the check-off list to the Local Union.

Dues in arrears will be deducted following the receipt by the Company of a list of arrears from the respective Union Local.

The Company shall send to the Local a copy of the employee's authorization card within fourteen (14) days of the date of hire or rehire.

Upon receipt of an authorization card, the Company agrees to deduct and remit Credit Union deductions to the Local 371 Credit Union.

The Company agrees to payroll deduction of uniform Assessments requested by the Union when proper authorization is provided. There shall be no more than two (2) such assessments per calendar year.

It is agreed that the Company shall deduct from the employee's salary a weekly deduction for Active Ballot Club (A.B.C.), which deduction shall be remitted to the Union. It is understood that this deduction shall necessitate that the employee sign an authorization card for such deduction.

ARTICLE 5 NO STRIKES, NO LOCKOUTS, PICKET LINE

It is mutually agreed by the parties to this Agreement that there shall be no strike, stoppage of work, slowdown, walk-out, boycott, handbilling, picketing, refusal to handle any product or other interruptions or interference with the Company's operations (whether primary, sympathetic or otherwise) by the Union, nor shall there be any lockout by the Company during the life of this Agreement.

In the event of a threat of, preparation for, or the actuality of any unauthorized strike, stoppage of work, slowdown, walk-out, boycott, handbilling, picketing, refusal to handle any product or other interruptions or interference with the Company's operations, the Union and all of its officials will take every reasonable action to prevent and to stop such proceedings by any of its members.

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, stoppages of work, slowdowns, walk-outs, boycotts, handbilling, picketing, refusal to handle any product or other interruptions or interferences with the Company's operations provided that:

(a) The Union and such officers or officials take every reasonable, prompt, and positive measure, within their power, to prevent and stop such unauthorized strike, stoppages of work, slowdowns, walk-outs, boycotts, handbilling, picketing, refusal to handle any product or other interruptions or interferences with the Company's operations.

(b) The Union shall promptly declare publicly in the community or communities that the strike, stoppage or other activity is unauthorized and that the employees have been directed to terminate the strike, stoppage or other activity.

(c) The Union and such officers or officials shall furnish to the Company, as soon as requested, evidence that the foregoing requirements have been complied with.

It is further mutually agreed that the Company shall have the unqualified right to take any action it deems advisable, including discipline and discharge, against any employee engaging in, participating in, encouraging, aiding, or abetting any strike, stoppage of work, slowdown, walk-out, boycott, handbilling, picketing, refusal to handle any product or other interruptions or interference with the Company's operations. Disciplinary action taken by the

Company in accordance with this section shall be subject to the Grievance and/or arbitration procedure only with regard to any question of fact of whether the individual employee or employees engaged in such activity.

ARTICLE 6 VACATIONS

A. Employees shall be eligible for vacation time based on the following schedule. Eligibility shall be based on completed years of service from the most recent hire date or the vacation eligibility date, if later, as previously set by the Employer.

<u>Completed Service as of Jan 1st</u>	<u>Vacation Time</u>
Less than 1 year	None
1 Year	1 Week
2 Years	2 Weeks
5 Years	3 Weeks
12 Years	4 Weeks
20 Years	5 Weeks

An additional week will be posted on the 1st, 2nd, 5th, 12th, and 20th anniversary of the most recent date of hire or vacation eligibility date if later for each employee. Once an employee qualifies for an additional week he/she is thereafter eligible for the additional week as of January 1st of the succeeding year provided they meet eligibility requirements for vacation. An employee must be actively employed as of January 1st of the year to be eligible for vacation time.

B. Part-time Employee Eligibility. A part-time employee with less than five (5) years service as of the anniversary date of employment must have accumulated at least 250 hours (including vacation, holidays, and illness) during the year prior to his/her anniversary to be eligible.

C. Scheduling of Vacations. Vacations taken during the regular vacation season will be assigned on the basis of the employee's Company seniority with limitations being placed upon such classifications as are necessary, in the opinion of the Employer, to properly effectuate the demands of the business. When a holiday falls during a vacation week, the employee is to receive an extra day of vacation, either the last scheduled work day prior to that vacation or the first scheduled work day of the week that the employee returns to work at the employee's option and that week shall be treated as a holiday week for all purposes. The Employer will make its best efforts to schedule each full-time employee for two weeks of his/her vacation during the public school vacation, before any other vacations are scheduled.

Schedules for vacation shall be posted on April 15. Employees shall have an opportunity for the succeeding two (2) weeks to indicate their vacation preference in order of seniority in their classification.

Preference for selection of vacation periods shall be as follows:

1. Department Managers
2. Assistant Department Managers
3. Full-time employees by seniority
4. Part-time employees by seniority

The first and second week vacation shall be taken at a time

mutually convenient to the Company and employee during the summer months (May 15 – September 15) if possible.

The third, fourth and fifth week vacations shall normally be taken during the winter months (September 15 – May 15) at a time mutually convenient to the Company and the employee.

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.

Employees with four (4) or more weeks' vacation must take one (1) week between January 1 and May 31. The remainder of their weeks may be taken between January 1 and December 31 with no more than two (2) weeks between May 15 and September 15.

D. Vacation time will be available for schedule and use, but vested over 10 months. Terminated Employees, except those who have 8 years of service, retire under the UFCW National Pension Plan, or terminate due to disability or death will be paid only for vested time. Any vacation time paid in excess of the vested amount will be repaid. The Employee's final pay will be subject to withholding as full or partial repayment.

ARTICLE 7 HOLIDAYS

A. The Company shall observe the following holidays with pay, regardless of the day of the week on which they fall, for all full time employees, provided, however,

that in order to be paid for the holiday, a full time employee must have completed 90 days of employment, must have worked his last scheduled work day before and the first scheduled work day after the holiday, if scheduled, except for absence due to death in the family in accordance with Article 14 of this Agreement, or in case of a proven illness (this requires a doctor's note stating that absence from work was necessary), in which case he must have worked at least one (1) day during the holiday week. 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 work-day before or after the holiday or both because of said injury, he shall not suffer the loss of the holiday pay for the week only.

B. Holiday entitlement for all full time employees.

After ninety (90) days:

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

After one (1) year:

Two (2) Personal Holidays in the first half of the calendar year.

Two (2) Personal Holidays in the last half of the calendar year.

C. Holiday entitlement for all part time employees, including Packers/Baggers.

After nine (9) months:

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

After two (2) years: Two (2) Personal Holidays in the first half of the calendar year.

Two (2) Personal Holidays in the last half of the calendar year.

D. A part time employee working temporarily full time for four (4) consecutive weeks directly prior to a holiday week shall be treated as a full time employee in the holiday week.

E. When the Company opens any of its stores on a holiday, any full time employee who is not scheduled to work on the holiday who is called in to work must be scheduled a minimum of four (4) hours at the holiday rate of pay.

F. The Company agrees that it will instruct Supervision to arrange the work schedule for Election Day so that all employees shall have an opportunity to vote.

G. Eligible full time employees will be paid 8 hours holiday pay for the above holidays.

H. Eligible part time employees including packers/baggers (based on 8-week average calculation) will be paid holiday pay, including personal days, based on the following:

Less than 30 hours:	4 hours pay
30 hours or more:	6 hours pay

I. Personal Holidays

1. The Store Manager must be notified at least one (1) week in advance of the Personal Holidays. If the preferred date is not

convenient for store operations, the store manager and the employee shall identify an alternative, mutually convenient date.

2. Personal Holidays do not establish the week in which they fall as a regular holiday week.
3. During the week in which the Personal Holidays fall, the holiday option shall not apply.

J. Part Time Eligibility

1. The Store Manager must be notified at least one (1) week in advance of the Personal Holidays. If the preferred date is not convenient for store operations, the store manager and the employee shall identify an alternative, mutually convenient date.
2. Personal Holidays shall not establish the week in which it falls as a regular holiday week.

ARTICLE 8 LEAVE OF ABSENCE

A. Employees, when called upon to serve as Officers or Delegates of the Union, shall be granted a leave of absence, and upon termination of said office with the Union, shall, upon request, be restored within fifteen (15) days from the date of the request to their positions, or substantially equivalent positions, at their former rate of

pay, plus any increase granted for such positions during their absence. It is understood and agreed that such employees who desire to return to employment must apply to the Company in writing, and return to active employment within three (3) months of the termination of such office with the Union.

B. An authorized leave of absence shall not break an employee's service record.

C. Leaves of Absence for Full Time Employees.

1. A leave of absence without pay, or benefits not to exceed six (6) months, may be granted to any employee with one (1) year or more of continuous full time service, provided, however, that:
 - a. It is a reasonable request.
 - b. It is consistent with good morale and efficient operations.
 - c. It is requested in writing and approved by the Company in writing.
2. An employee on an approved leave of absence will be automatically terminated if:
 - a. He does not return to work when the leave of absence expires.
 - b. He works elsewhere while on leave without express permission, in writing, from the Company to be so employed.

D. Persons on leave of absence will be so marked on the payroll for the duration of the leave of absence.

E. **Leaves of Absence for Part Time Employees**
Part time employees may be granted a leave of absence if they have completed one (1) year or more of continuous service.

This leave of absence shall be without pay or benefits, shall not exceed three (3) months duration, and shall be subject to the same prerequisites, except for C-2-b, as described herein, applicable to leaves of absence for full time employees.

F. 1. In the event than 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.

2. Time lost by sickness, accident or pregnancy up to six months shall not be deducted in determining the eligibility of an employee's vacation time, seniority and wages.

3. 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.

ARTICLE 9 UNIFORMS

A. Whenever the Company requires the Employees to wear uniforms, coats, aprons, or frocks, the uniforms shall be furnished and laundered by the Company. Full time employees shall be furnished such laundered uniforms with not more than two (2) changes weekly, except that Employees in the meat rooms shall be provided daily changes and shall also be provided thermal vests, if requested, provided the Employees so requesting shall wear the vest. Meat cutters shall be provided with protective aprons, and Employees assigned to Meat Room cleaning duties shall have coveralls available to them. Part-time employees will be provided uniform changes as necessary. Each Employee shall turn in the soiled garment in order to receive a fresh one and should use every precaution to keep said garment clean.

B. In the event the Company requires the wearing of specified items of clothing, such as white shirts, gray slacks, or

specific colored skirts, the Company may, at its discretion, provide one or more sets of such clothing to Employees, without assuming any obligation to launder the clothing.

ARTICLE 10 EMPLOYEE VEHICLES

A. If an employee is temporarily assigned to another store that is beyond his/her normal commute they shall be paid the maximum Internal Revenue Service allowable deduction (currently 37¢ per mile), for each additional mile traveled beyond their normal commute.

B. No employee shall be permanently transferred more than thirty (30) miles from his or her home store without his or her consent, except during a layoff, reduction or bumping, or except for transfers to staff new stores accomplished by reverse seniority by job classification, except that managers may be transferred to staff new stores without the limitations of this Section.

The Union shall be notified by the Employer of any transfers of employees under this Article.

No employee shall be obliged to use a privately-owned vehicle for Company business.

ARTICLE 11 HEALTH INSURANCE

A. The employer will contribute the following amounts to the Local 371 Health and Welfare Trust Fund for eligible employees:

<u>Effective Date</u> (per month)	<u>Full-time</u> (per month)	<u>Part-time</u>
4/1/2004	\$500.00	\$130.00
4/1/2005	\$540.00	\$140.00
4/1/2006	\$575.00	\$150.00
4/1/2007	\$625.00	\$160.00

When a full time or part-time employee is out due to industrial accident, the employer shall continue to make

contributions to the Welfare Fund for the employee on the same basis as if he were working for a period of time not to exceed six (6) months.

B. ELIGIBILITY FOR CONTRIBUTIONS

Full Time Employees: The Employer will make contributions for 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 (30) days of employment.

Part Time Clerks: The Employer will make contributions for all part time clerks (including packer/baggers) who are members of Local 371 and who are in the active employ of the employer on the first day of the month following two (2)

years of employment. All part time clerks hired on or after March 7, 2004 will be eligible for Health Insurance after two (2) years of service.

The Employer will make contributions for all part time clerks (except packer/baggers) hired prior to March 7, 2004 who are members of Local 371 and who are in the active employ of the employer on the first day of the month following nine (9) months of employment. All part time clerks will be eligible for Health Insurance after one (1) year of service.

**ARTICLE 12
PENSION PLAN**

A. The Company will provide a pension plan for service prior to June 1, 2001. Eligible full-time employees will be entitled to a maximum of 40 years of credited service under the plan. The basic benefit will be \$32.00 per month.

B. Eligible part-time employees participating in the company plan shall be entitled to future service benefits on a fractional year basis for each year of credited service.

UFCW NATIONAL PENSION FUND

C. (1) Effective June 1, 2001, the company will make monthly contributions to the fund for eligible part time employees who perform work in that month. The contribution rate shall be as follows:

Effective March 7, 2004, the pension contribution for part-time employees is \$20.00 per month. Effective April 1, 2005, the pension contribution for part-time employees is \$21.51 per month. Effective April 1, 2006, the pension contribution for part-time employees is \$23.02 per month.

Part time employees will be eligible beginning the first day of the month after completion of twelve (12) consecutive months of employment with the Company and attainment of age 21. If an individual who has completed twelve (12) months of employment with the Company is terminated but

later rehired by the Company, contributions on behalf of such employee shall then be remitted by the Company beginning in the month following the employee's completion of thirty (30) consecutive days of re-employment with the Company.

(2) Effective June 1, 2001, the Company will make contributions for all eligible full-time employees who perform work in that month. Full time employees will be eligible beginning the first day of the month after thirty (30) days of

full time employment with the Company. The contribution rate shall be as follows:

Effective March 7, 2004, the pension contribution for full-time employees is \$135.00 per month. Effective April 1, 2006, the pension contribution for full-time employees is \$136.67 per month.

D. Neither the provisions of this Article nor any question as to the application or interpretation of the pension plan may be made the subject of a grievance or be arbitrable under this Agreement.

**ARTICLE 13
SICK LEAVE**

All full time employees with one (1) year or more of full time service shall receive five (5) days per year. The five (5) days are granted at the beginning of the calendar year.

All full time employees with two (2) years or more of full time service shall receive six (6) days per year. The six (6) days are granted at the beginning of the calendar year.

If an employee is absent and receives Weekly Disability, he may supplement his Weekly Disability by drawing on his accrued sick time, if any.

At the end of each calendar year, any unused days granted in that year will be paid the employee within thirty (30) days of the end of each period.

If a full time employee is laid off (and does not accept part time), he or she shall be paid for such unused sick time as he or she may have accumulated. If a full or part time employee, at the time of his or her retirement, has accrued sick time, he or she shall be paid for such unused sick time. Unused sick time shall, in the event of the death of an employee, be paid to the beneficiary.

The employee's scheduled working day directly before and directly following a holiday shall not be considered as paid sick leave days.

Sick Leave - Part Time

Part time employees, including packers/baggers, employed continuously for a period of two (2) years or more shall be eligible for fifteen (15) hours sick leave per year, and such sick leave shall only be paid for scheduled days lost.

Part time employees, including packers/baggers, employed continuously for a period of three (3) years or

more shall be eligible for twenty (20) hours sick leave per year, and such sick leave shall only be paid for scheduled days lost.

At the end of each calendar year, any unused days granted in that year will be paid the employee within thirty (30) days of the end of each period.

ARTICLE 14 DEATH IN THE IMMEDIATE FAMILY

In the event of a death in the immediate family of any employee, full time employees shall be granted three (3) scheduled working days leave without loss in basic pay (except in the event of the death of a spouse or child, in which case the leave shall be five (5) days). Part time employees shall be granted three (3) days (except in the event of the death of a spouse or child, in which case the leave shall be five (5) 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 wife, husband, child, father, mother, brother, sister, mother-in-law, father-in-law, or any member of the family residing in the employee's home. The date of notification of death for those employees who are on the job shall not be counted as one of the three (3) days funeral leave. In the event of a death of a grandparent, grandchild, brother-in-law, or sister-in-law of an employee, full or part time, the employee shall receive one (1) day leave without loss in basic pay.

**ARTICLE 15
BULLETIN BOARDS**

The Company will install a bulletin board in all of its stores for both Company and Union notices.

**ARTICLE 16
NON-DISCRIMINATION**

It is the policy of both the Company and the Union to see that there will be no discrimination as to race, color, creed, national origin, age, sex or disability in employment or in the application of the Agreement.

**ARTICLE 17
SAFETY COMMITTEE**

The Company will participate with the Union in the formation of a joint Safety Committee.

**ARTICLE 18
SHOP CARDS (DECALS)**

A Shop Card (decal) of the Union shall be displayed in a prominent place in all of the Company's stores, and this Shop Card (decal) shall, at all times, remain the property of the Union.

**ARTICLE 19
REST PERIODS**

Any employee scheduled for seven (7) or more hours of work shall receive two (2) fifteen (15) minute relief periods with pay.

Any employee who works more than three (3) hours, but less than seven (7) hours, shall receive one (1)

fifteen (15) 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 20
JURY DUTY**

A full time employee who is called to serve on jury duty shall receive pay for actual hours worked for the Company. If this pay, together with his jury duty pay, does not equal his regular five (5) day weekly rate of pay, the Company will make up the difference. If the employee is requested and is scheduled to work the sixth (6th) day if he serves on jury duty, and/or works five (5) days or more (four (4) in a holiday week), he shall be paid at the rate of time and one-half (1 1/2) for the sixth (6th) day of work (fifth (5th) day in a holiday week).

A part time employee who is called to serve on jury duty shall receive pay for actual hours worked for the Company. If this pay, together with his jury duty pay, does not equal his regular pay for scheduled hours, the Company will make up the difference.

**ARTICLE 21
VISITING STORES**

A duly authorized representative of the Union may visit the stores during store or employee working hours for the purpose of conducting Union business, but in so doing shall not interfere with the Company's operation.

**ARTICLE 22
NO INDIVIDUAL AGREEMENTS**

The Company shall not enter into any individual agreement with any employee covered by this Agreement in conflict with this Agreement. It is agreed, however, that the Company may hire new employees at rates in excess

of the applicable step on the wage scales.

It is mutually agreed that no member of the Union covered herein shall have the right to waive or modify any of the terms of this Agreement.

**ARTICLE 23
MILITARY BENEFITS**

A. Any employee who serves in the National Guard or in National Reserve Training in any branch of the Armed Service shall be granted a leave of absence in accordance with the following provisions:

All members of the National Guard or other National Reserve Training in our employ who present an authorized letter from their Company Commanders shall be allowed a leave of absence which coincides with the two (2) week encampment period. Furthermore, such employees who are eligible for vacation have the option of arranging their vacation time to coincide with the encampment period, or of taking a leave of absence without pay for the encampment, and then arranging with the Company Supervision to take their vacation at another time. Some employees will have orders to report a few days

early to set up camp. This extra time should be allowed upon the presentation of these orders to Company Supervision.

B. Regular full time employees with six (6) months service or over who leave the Company's employ to join the Armed Forces of the United States for a period of not less than two (2) years and as defined in the Selective

Service Act of 1948 as amended shall receive two (2) weeks pay at their prevailing rate of pay for a regular work week at the time of their induction into said services. Part time employees with six (6) months service or over who have averaged at least thirty (30) hours per week for the six (6) months directly prior to leaving the Company's employ to join said services for a period of not less than two (2) years shall receive one (1) week's pay at their current part time hourly rate of pay times their average hours worked for the six (6) month period at the time of their induction into said services. The aforementioned payments will be paid no more than once to any employee. The Company reserves the right to terminate the aforesaid military payments if, in its opinion, the present world conditions or circumstances requiring the drafting of men for Military Services changes substantially. However, this will not be done without first discussing it with the Union.

C. The Company agrees to reinstate by the second Monday following his application for reinstatement any former employee who has re-employment rights under the law, who provides sufficient evidence of such to the Company when he applies for reinstatement, and who has applied for reinstatement within the legally required period of time after his date of discharge.

D. Any 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.

E. Employees who are reinstated to employment after serving in military service shall receive their former job classification and rate of pay, plus any general increases applied to their former rate of pay since they entered military service. Step rate increases shall be applied only up to and including six (6) months continuous service on the rate of pay of full time and part time clerks, checkers, and wrappers who are reinstated to employment after serving in military service. Time spent in military service by apprentice meat cutters shall not be credited as time worked for purposes of accruing service on the progression scale.

ARTICLE 24 401(K) PLAN

401 (K) Plan: The company will offer the same 401 (K) plan currently offered to non-bargaining associates with the exception of company contribution for match and profit sharing, effective April 1, 2002. The company fully retains the right to modify the plan including: design, investments, and vendors.

ARTICLE 25 SENIORITY

A. Probation Period

1. Newly hired employees will be subject to

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a probationary period of ninety (90) days.

2. The specified probationary periods may be extended by thirty (30) days provided written notice of such extension is provided to the union.
3. During the probationary period an employee may be disciplined, discharged or laid off at the discretion of the Company and such action shall not be subject to the grievance and/or arbitration procedures of this agreement.
4. An employee who successfully completes his probation period shall receive seniority credit retroactive to his initial date of hire.

B. Seniority.

Employees who have successfully completed their probationary period will have seniority from their most recent date of hire and ending when

1. The Employee quits or is discharged for cause; or
2. The Employee is absent for more than two (2) days without having notified the Employer unless prevented from doing so by good causes; or

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3. The Employee is laid off or absent because of illness or other bona fide reason for more than one (1) year in case of full-time Employee or six (6) months in the case of part-time Employee, or unless Employer grants longer leave of absence;
4. The Employee fails to report to work promptly on the expiration of any leave of absence unless such Employee secures an extension of such leave of absence with the consent of the Employer.
5. The Employee fails to return to work after lay-off within a week after the certified mailing notice of recall. Any notice required to be given by this Article, shall be considered given when the same has been deposited in the mail addressed to the Employee at his/her last known address as shown by the Employer's record.

C. Lay-Offs.

In the event the Company determines that a reduction in the number of employees in any full-time job classification is necessary, layoffs will be done by reverse seniority, by department, within each classification (Department Manager, Clerk, etc.).

The junior employees designated for layoff in a job classification will have a right to exercise their seniority,

on a district wide basis, to displace less senior employees in a lower rated job classification. The rating of job classifications for purposes of this Article is as follows:

- Department Manager
- Assistant Department Manager (in the same department)
- Full time Clerk (in the same department)

An employee who elects to exercise his right to bump in to a lower rated position will receive the pay, benefits, work schedule, and other terms and conditions of employment accorded to the position into which they have bumped.

Full-time employees laid off because of lack of work when no other full-time work is available shall be offered part-time work at the rate applicable thereto if part-time work is available even if displacement of part-time employees is required. A full-time employee who accepts part-time work shall be given preference for re-employment for full-time work as if he/she were on lay-off.

Part-time employees displaced by a lay-off may displace other part-time employees in their site and department with less seniority in their job classification.

Recall:

Full-time employees laid off for lack of work shall have the right to job openings which may occur in their classification within a period not to exceed twelve (12) months after their date of layoff. 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. If the employee is offered recall and refus-

es, he/she shall no longer have any recall rights.

Part-time employees, employed twelve (12) months or more who are laid off for lack of work shall have the right to job openings which may occur in their classification within a period not to exceed six (6) months after their date of layoff. If the employee is offered recall and refuses, he/she shall no longer have any recall rights.

D. Promotions.

Respecting promotions, the qualifications and ability of the employee shall be considered in conjunction with seniority. The Company agrees to make a sincere effort to train in advance senior employees to fill future higher-rated classifications. Final determination of qualifications shall rest with management which shall be the sole judge of qualifications, and this determination shall not be subject to arbitration.

The Employer has the right to subject candidates for promotion to a drug screen, subject to applicable state and federal law.

E. Full-Time Vacancies.

When a full-time clerk is needed, preference shall be given to the senior part-time employee, provided the employee is qualified and available for work. Final determination on qualification shall rest with management which shall be the sole judge of qualifications and this determination shall not be subject to arbitration.

F. When a full-time employee has had prior continuous service as a part-time employee before being appointed to full-time and has worked full-time for a continuous period of two (2) months he/she shall be credited for one (1) month of service for each two (2) months of part-time

service for the purpose of lay-off by seniority, rate classification, sick leave, life insurance and disability insurance. When the part-time employee is made a full-time employee within the same department, he/she is credited with part-time service, one month for each two months of part-time service, for the purpose of lay-off by seniority, rate classification, sick leave, life insurance and disability insurance immediately upon assuming full-time status.

These benefits shall not be applied retroactively. When a full-time employee becomes a part-time employee, he/she shall retain his/her full length of service for all part-time benefits.

**ARTICLE 26
STEWARDS**

The Union shall have the right to have a Steward in each of the Company stores covered by this Agreement who shall be a full time employee of the Company.

In addition to their seniority rights as regular employees, Stewards shall have top seniority in layoffs due to lack of work within their respective store and classification.

No Steward shall be transferred unless such transfer is mutually agreed upon between the Company and the Union.

The Union shall supply the Company with a list of Stewards and store locations. The Steward shall have the authority to handle any viola

tion of the provisions of this Agreement upon occurrence of

such violations. The method of handling

such violations of this Agreement is for the Steward to report the violation to the Store Manager.

The Steward shall not in any way interfere with store management in their operation of the store.

Each store shall allow one employee one (1) day off with pay each year to attend Shop Steward's Conference.

**ARTICLE 27
DISCHARGE/SUSPENSION**

The Employer retains the right to discharge or suspend any employee for proper cause. Controversies involving the suspension or discharge of any employee shall be called to the attention of the District Director, or his designee, in writing, within fourteen (14) days after the event, or shall otherwise be treated as waived and the matter closed to further consideration.

**ARTICLE 28
GRIEVANCE-ARBITRATION**

A. For purposes of this Agreement, the word "grievance" shall be deemed to mean only a dispute between the Company and the Union and the Employees it represents concerning the meaning or application of this Agreement.

B. An effort shall be made to dispose of all grievances as soon as reasonably possible pursuant to the following provisions:

1. The employee, together with his/her steward, or the steward alone, if he/she wishes, within ten (10) calendar days after the occurrence of the situation, condition or action of management giving rise to the grievance shall meet with the Store Manager to adjust the grievance. The Store Manager will have five (5) calendar days after the meeting to answer the grievance.
2. If the grievance is not resolved by the Store Manager's answer, the Union Representative will have seven (7) calendar days after receipt of the answer to notify the District Manager that the grievance is being advanced to their level. The Union Representative will meet with the District Manager, or his designee, within seven (7) calendar days after receipt of the notice to attempt to resolve the grievance. The District Manager, or his designee, shall be responsible for answering the grievance within seven (7) calendar days after their meeting.
3. If the grievance is not settled at Level 2, it shall be reduced to writing and filed with the Vice President of Labor Relations within seven (7) calendar days of the Step 2 answer. The Director of Labor Relations shall discuss the grievance with a Union Representative and

endeavor to settle the grievance. The Director of Labor Relations shall be responsible for giving an answer in writing within seven (7) calendar days after the conclusion of the discussion under Step 3.

4. If the grievance is not settled at Level 3, it must be referred to arbitration within 14 days of the Step 3 answer. Grievances may not be referred to arbitration by individual employees.

C. In the event that either party (Union or Company) elects to submit a grievance to arbitration, the Arbitrator shall be selected and governed by the following procedures.

D. If the parties do not agree upon an impartial arbitrator within seven (7) days, the matter shall be submitted to the American Arbitration Association for appointment of an arbitrator and for hearings in accordance with its rules.

E. The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any Employee, or Employees, affected thereby. The Arbitrator shall, however, have no power either to add to or subtract from, or to modify any of the terms of this Agreement, or any Agreement made supplementary thereto. If either party contends that the above provision has been violated, the matter may be referred to any court of competent jurisdiction which shall have the power to determine the question and which shall interpret this agreement in accordance with the commonly accepted meaning of the words used herein and the principle that the parties are agreed that there are no restrictions intended on the management of

the Company other than those expressly set forth herein. The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive method of determination, decision and adjustment or settlement between the parties of any and all grievances as herein defined.

F. Each of the parties hereto shall bear his own arbitration cost and one-half (1/2) of the fee and expenses of the arbitrator. Grievances, so far as practical, shall be taken up after working hours and no payment shall be made by the Company for time spent by an Employee in dealing with grievances at such time; except a reasonable amount of time spent by Employees in routine adjustment of a grievance in working hours under the first step of the grievance procedure set forth in the preceding paragraphs of this Article shall be paid for by the Company as though time worked. Steward's time in settling grievances during his/her regularly scheduled hours, under step one and two, shall be paid for by the Company.

G. Nothing contained herein shall prevent an Employee from exercising his/her rights under Section 9(a) of the Labor Management Relations Act of 1947, as amended.

H. A grievance not initiated within the time limit specified, holidays excluded, will be deemed waived. Failure of the moving party to appeal a decision within the time limits specified will mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of a party to answer or meet within the time limit specified will mean that the appeal may be taken to the next step immediately. This provision shall apply equally to grievances brought by the Employee, the Union, or the Employer.

**ARTICLE 29
HOURS OF WORK**

A. Full Time Employees

1. The regular work week shall be forty (40) hours per week, five (5) eight (8) hour days.
2. The Holiday work week shall be thirty-two (32) hours per week, four (4) eight (8) hour days.

B. Part-Time Employees

For purposes of this Agreement, a part-time employee is defined as one who is normally scheduled to work less than thirty-five (35) hours weekly. If a part-time employee works more than 36 hours in a week, he/she shall be paid a premium of 30% for all hours worked in excess of 36 hours.

Part-timers shall work no less than fifteen (15) hours a week, Monday through Saturday, except during a holiday week. Part-timers shall work no less than ten (10) hours a week during holiday weeks, except during weeks with Saturday holidays, when there shall be no minimum hours.

C. Employees may be scheduled for up to eight (8) hour shifts, with or without an unpaid meal period of up to one hour.

D. Hours worked in excess of eight (8) hours in one day shall be paid at one and one half times the employee's regular hourly rate. No overtime shall be worked unless

authorized by management. Employees may be required to accept overtime if there are insufficient volunteers available within the store with the necessary qualifications when the work is needed. Involuntary overtime will be assigned in inverse order of seniority among employees in the department who are at the store when the work is necessary.

E. Full-time employees will be entitled to two (2) fifteen minute break periods. Those breaks will be taken at times assigned by the supervisor. Full-time employees who are not scheduled for an unpaid lunch break may, with the manager's authorization, combine their fifteen minute breaks into a one half hour meal period. That combined break will be taken at times assigned by the supervisor. Part-time employees scheduled to work more than three (3) hours shall be entitled to one (1) fifteen minute break to be taken at times assigned by the supervisor.

F. Schedules

The schedules of all store employees shall be posted by 1:00 p.m. the Friday of the previous week in ink at the store time clock. The schedule and any change therein shall remain posted for the entire week. Where changes are necessary, the Employer will make all reasonable effort to change the work schedules at least one day in advance; however, the Union recognizes that this will not be possible when factors are beyond the Employer's control, such as failure of the employee to notify the Employer in reasonable time that he/she will not report for work.

G. Sunday-Holiday Work

Hours worked on Sunday and on any of the

storewide holidays (i.e., New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day and Independence Day) will be paid at time and one half the employee's regular hourly rate of pay.

All employees hired on or after March 7, 2004 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.

All employees hired on or after March 7, 2004 who are not eligible for holiday pay shall be paid straight time for any hours worked on a listed holiday

Work on Sunday and Holidays shall be voluntary except that employees may be compelled to accept such work if there are insufficient volunteers with the necessary qualifications. Mandatory Sunday and Holiday work will be assigned in inverse order based on seniority in the department. Sunday and Holiday work may be allocated separately to full time employees and part time employees to obtain the full-time/part-time ratio determined appropriate by store management.

If there are more employees with Sunday and Holiday availability than needed by the Employer, Sunday and Holiday work shall be rotated among employees with the necessary qualifications by seniority.

H. Night Premium. \$0.75 per hour for all scheduled hours worked between 11:00 P.M. and 7:00 A.M. Employees must work more than two consecutive hours between 11:00 P.M. and 7:00 A.M. to be eligible for night premium.

I. No Pyramiding. There shall be no pyramiding of premium pay.

J. Regular hours worked by full-time employees in

J. Regular hours worked by full-time employees in excess of forty (40) in a payweek shall be compensated for at the hourly rate of one and one-half (1 1/2) times their regular rate for said excess hours, and regular hours worked in excess of thirty-two (32) hours in a holiday week by full time employees shall be compensated for at the hourly rate of one and one half (1?) times their regular rate of pay.

**ARTICLE 30
WAGES**

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

MEAT DEPARTMENT

	<u>WEEKLY</u>	<u>HOURLY</u>
Meat Department Manage	\$800.00	\$20.00
Assistant Meat Manager	\$760.00	\$19.00
Meat Cutter	\$720.00	\$18.00
Part-time Cutter		\$18.00
Service Meat Cutter	\$600.00	\$15.00

DEPARTMENT MANAGER'S

	<u>WEEKLY</u>	<u>HOURLY</u>
Deli	\$740.00	\$18.50
Grocery	\$740.00	\$18.50
Produce	\$740.00	\$18.50
Bakery	\$740.00	\$18.50
Customer Service (C.S.M.)	\$740.00	\$18.50

ASSISTANT DEPARTMENT MANAGERS

WEEKLY HOURLY

Assistant Customer Service	\$620.00	\$15.50
Assistant Bakery	\$620.00	\$15.50
Assistant Deli	\$620.00	\$15.50
Assistant Grocery	\$620.00	\$15.50
Assistant Produce	\$620.00	\$15.50

*For Employees hired or appointed on or after 2/6/2000.

The following Wage Scale applies to Full-time and Part-time Apprentice Meat Cutters

FT & PT Apprentice Meat Cutter			
	Step	Months	
Start	1		\$9.50
3 months	2	3	\$10.00
6 months	3	3	\$11.00
9 months	4	3	\$12.00
12 months	5	3	\$13.00
18 months	6	6	\$14.00
24 months	7	6	cutter rate

The following Wage Scale applies to full-time overnight Grocery Clerk, Pharmacy Technician, Inventory Control (SRO), Etc., and part-time overnight Grocery Clerk, Pharmacy Technician, Inventory Control (SRO), Etc., hired before March 7, 2004:

FT & PT Overnight Grocery Clerk, Pharmacy Tech, Inventory Control (SRO), etc.

	Step	Months	
Start	1		\$9.00
3 months	2	3	\$9.50
6 months	3	3	\$10.00

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9 months	4	3	\$11.00
12 months	5	3	\$12.00
18 months	6	6	\$13.00
24 months	7	6	\$14.00

The following Wage Scale applies to full-time Clerks.

FT Clerk			
	Step	Months	
Start	1		\$8.00
3 months	2	3	\$8.50
6 months	3	3	\$9.00
9 months	4	3	\$9.50
12 months	5	3	\$10.00
18 months	6	6	\$10.50
24 months	7	6	\$11.00
30 months	8	6	\$12.00

The following Wage Scale applies to part-time Clerks hired prior to March 7, 2004

PT Clerk			
	Step	Months	
Start	1		\$7.25
3 months	2	3	\$7.50
6 months	3	3	\$7.75
9 months	4	3	\$8.00
12 months	5	3	\$8.25
18 months	6	6	\$8.50
24 months	7	6	\$9.00
30 months	8	6	\$9.50

The following Wage Scale applies to full-time and part-time Packer/Bagger hired prior to March 7, 2004:

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FT & PT

Packer/Bagger

	Step	Months	Minimum Wage
Start	1		
3 months	2	3	\$6.75
6 months	3	3	\$7.00

A. Wage Progressions for full-time employees and for part-time employees hired before March 7, 2004:

Attached as "EXHIBIT B".

B. General Wage Increases (G.W.I.):

1. All full-time employees shall receive the March 7, 2004 wage increase added to their rate on the effective date of the increase. The increase for employees who are not at the highest rate in their pay scale shall be treated as an advance on their progression step until the employee's rate equals or exceeds the highest rate in the scale. Subsequent GWIs apply to only those who are at the top of the scale.

Effective Date	<u>3/7/04</u>	<u>3/6/05</u>	<u>3/5/06</u>	<u>3/4/07</u>
All full-time (per week).	\$25.00	\$25.00	\$25.00	\$25.00

Effective March 7, 2004, the following classifications shall receive an additional GWI of \$1.00 per week: Meat Mgr, Asst. Meat Mgr, Deli Mgr, Bakery Mgr, Grocery Mgr, Customer Service Mgr, Produce Mgr.

Eligible part-time cutters will receive full-time GWIs on an hourly basis.

2. All part-time employees shall receive the March 7, 2004 wage increase added to their rate on the effective date of the increase. The increase for employees who are not at the highest rate in their pay scale shall be treated as an advance on their progression step until the employee's rate equals or exceeds the highest rate in the scale. Subsequent GWIs apply to only those who are at the top of the scale.

Effective Date	<u>3/7/04</u>	<u>3/6/05</u>	<u>3/5/06</u>	<u>3/4/07</u>
All Part-time (per hour):	\$0.30	\$0.25	\$0.25	\$0.25

C. Part-time Wages: All part-time employees hired on and after March 7, 2004 will receive a start rate established by the Company, a probationary increase after 1 month, and every 12 months after that, as shown in the following chart:

<u>After 1 month</u>	30¢
<u>12 months later (after 13 months)</u>	25¢
<u>12 months later (after 25 months)</u>	25¢
<u>12 months later (after 37 months)</u>	25¢

Relief Pay

Where there is no Department Manager or Assistant Department Manager running a department, and a Full time Clerk is designated by the Company to run the

department, that individual shall receive a \$7.00 per day (\$35.00 per week) premium for all full shifts running the department.

Where there is no Meat Manager running a department, and an Assistant Meat Manager is designated by the Company to run the department, that individual shall receive a \$7.00 per day (\$35.00 per week) premium for all shifts running the department.

Customer Service Representatives

Customer Service Representatives shall receive a 50¢ per hour differential for all hours worked.

F. Experience Credit: The Employer may credit a new employee with relevant past experience for hiring purposes for wage rate only.

**ARTICLE 31
SEPARABILITY AND SAVING PROVISION**

If any Article or Section of this Contract, or of any Riders thereto, should be held invalid by operation of law or by tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, these parties affected thereby shall enter into immediate collective bargaining negotiations upon the requests of either party, for the purpose of arriving at a mutually satisfactory replacement of

such Article or Section during the period of invalidity or restraint.

**ARTICLE 32
DURATION**

This contract shall become effective as of March 7, 2004 and shall remain in full force and effect until March 8, 2008 and shall thereafter be continued for successive one year periods unless notice, in writing, by registered mail, is sent by one party to the other of the desire to terminate this Agreement at least sixty (60) days prior to the next expiration date. Upon receipt of any such notice, a conference will be promptly arranged.

IN WITNESS WHEREOF, the parties here to caused their hands and seals to be placed hereon by their duly authorized representatives and officers this 6th day of April, 2004.

SHAW'S SUPERMARKETS, INC.

By: 

UFCW LOCAL 371

By: 

Local 371 Members Injured On the Job:

Know Your Rights

Report Every Injury Immediately

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

Initial Medical Treatment

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

Your Right to Choose Your Attending Physician

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

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

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

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

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

Examination Requirement

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

Billing for Medical Treatment

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

Medical Treatment/Therapy

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

Workers Compensation and
On The Job Injuries
CT 1-800-223-9675
MA (413) 784-1133