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**UFCW**

**LOCAL 1459**

**AGREEMENT**

**WITH**

**THE STOP & SHOP SUPERMARKET COMPANY LLC**

**AND**

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL 1459  
UFCW INTERNATIONAL UNION, AFL-CIO**

**FEBRUARY 15, 2004 - FEBRUARY 17, 2007**

*55 pages*

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This Agreement, entered into as of this 15th day of February, 2004, between The Stop & Shop Supermarket Company, LLC, its successors or assigns in whole or in part, with its principal place of business located in Quincy, Massachusetts, Norfolk County, as party of the first part, hereinafter called the "Employer," and the United Food & Commercial Workers Union, Local 1459 chartered by the UFCW International Union, AFL-CIO, and their successors and assigns as party of the second part, hereinafter called the "Union."

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the sole Bargaining Representative for all its Employees, except Supervisory Employees and Meat, Fish, Delicatessen, Poultry Department Employees, and Seasonal Courtesy Clerks hired for any portion of the period commencing on the first Monday prior to July 4th and ending on the second Monday after Labor Day, in its food supermarkets and any future food supermarket in the State of Vermont and the following areas of Massachusetts; City of Springfield and the Counties of Berkshire, Franklin, Hampden, and Hampshire.

This Agreement shall be binding upon the Employer 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 Employer herein, or by any change, to any other form of business organization, or by any change, geographical or otherwise, in the location of the Employer herein. The Employer 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.

## **ARTICLE 2 - EMPLOYMENT OF UNION MEMBERS**

Section 1. A. All Employees shall, as a condition of employment, become members of the Union, not later than the thirty-first (31st) calendar day following the date of their employment by the Employer, or not later than the thirty-first (31st) day following the execution date of this Agreement, whichever is later except that Employees hired for major remodeled stores shall be on probation for the first sixty (60) days of employment. Employees hired for new store openings shall be on probation for the first sixty (60) days after the new store's opening. After completion of the probationary period, Employees shall remain members of the Union in good standing during the period of their employment. All Employees who are members of the Union on the effective date of this Agreement shall remain members in good standing during the term of this Agreement.

B. Employees hired in seasonal area stores between Memorial Day and the Sunday after Labor Day shall be required to become members of the Union after ninety (90) days following employment by the Company, or on the thirty-first (31st) day following their date of hire if the thirty-first (31st) day falls outside the seasonal period, whichever is earlier. Employees whose thirty-first (31st) day following their date of employment occurs during the seasonal period shall become members of the Union immediately upon the expiration of the seasonal period. Seasonal area stores are located in the communities of Lenox and Pittsfield.

Section 2. The Employer agrees that each store will forward to the Union a copy of the completed checkoff authorization card and application form for each new hire at the end of each workweek. The checkoff authorization card shall include the following information: the Employee's name, address, social security number, classification, the date of employment, and the date of birth.

Section 3. The Employer agrees that each store will notify the Union in writing, on a weekly basis, of the date of termination of any Employee subject to this Agreement provided said Employee has completed his/her probationary period.

Section 4. During the first thirty (30) calendar days of an Employee's employment, he/she shall be on probation and may be discharged without cause. Employees hired for major remodeled stores shall be on probation and may be discharged without cause during the first sixty (60) calendar days of employment. Employees hired for new store openings shall be on probation and may be discharged without cause during the first sixty (60) calendar days following the new store's opening. Probationary Employees are covered by this Agreement, and they shall be accorded all its benefits except Article 27.

Section 5. Upon failure of any Employee to tender his/her initiation fee or weekly dues to the Union within the period, and under the conditions specified in Section 1 above, the Union shall notify the Employer in writing of such failure, and the Employer shall, upon receipt of such notice, and not more than seven (7) days thereafter, discharge such Employee.

Section 6. When new Employees are to be hired for the Bargaining Unit, the Union shall be notified and 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. The Employer reserves the right to select the applicant to be hired, but there shall be no discrimination against any applicant by reason of membership or non-membership in the Union.

## **ARTICLE 3 - GENERAL CONDITIONS**

### **Section 1. Wedding Present**

A. A regular full-time Employee who has been in the continuous full-time employ of the Employer for two (2) years or more, receives as a wedding gift, in the form of a gift certificate good at any of The Stop & Shop Companies, one week's pay equal to his/her basic weekly earnings.

B. A regular full-time Employee who has been in the continuous full-time employ of the Employer for one (1) year, but less than two (2) years, shall receive a gift certificate of The Stop & Shop Companies in the amount of one hundred dollars (\$100.00).

C. Regular full-time Employees, who have converted from part-time shall receive one-half (1/2) credit for part-time employment towards their eligibility for the above Sections.

D. 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. Employees shall be entitled to one wedding present only during their employment.

Section 2. A. In the event the Union has evidence or information relating thereto 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 Employer agrees to supply the Union within fourteen (14) days with payroll data regarding the particular claim.

B. 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.

C. It is possible to have an Employee earning a classification rate in a department that does not warrant it.

Section 3. Employer Meetings - Employees shall not be required to attend Employer meetings on their own time.

Section 4. No Employee shall be required to work beyond 6:00 PM on Christmas Eve and New Year's Eve, 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 PM.

Section 5. Employee's Vehicles - No Employee shall be obliged to use a privately owned vehicle for Employer business.

Section 6. Election Days - On request of the Union or an Employee, the Employer will arrange the work schedule for a federal, state or local government election day week so that those Employees who would not otherwise be able to, shall have an opportunity to vote.

Section 7. First Aid Kit - The Employer shall provide accessible first aid kits for the Grocery and Produce Departments in all stores.

Section 8. The Employer and the Union agree that they will not discriminate against any Employee because of race, color, religion, age, sex, disability, sexual orientation, or national origin.

## **ARTICLE 4 - 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 Employer's operation.

## **ARTICLE 5 - PRIVILEGES**

All existing Employee privileges shall remain in effect during the term of this Agreement.

## **ARTICLE 6 - REST PERIODS**

Any Employee scheduled for seven (7) or more hours shall receive two (2) fifteen (15) minute relief periods. Any Employee scheduled for less than seven (7) hours shall receive one (1) fifteen (15) minute relief period. Relief periods shall be given as near as possible to the middle of the forenoon/afternoon/evening work period.

## **ARTICLE 7 - REGISTERS**

In those stores in which each Employee handling cash has his/her own cash drawer, no Employee shall be held responsible for shortages in his/her cash drawer unless he/she has been given the privilege of counting the cash and has been given the register reading before and after the cash has been counted. Only one (1) Employee shall be empowered to ring up on the cash register drawer for which he/she is responsible. For purposes of this Article, the term "cash" shall include stamps, coupons and certificates as well as currency and checks.

## **ARTICLE 8 - NO INDIVIDUAL AGREEMENTS**

The Employer agrees that it will not enter into any individual agreement with any Employee covered by this Agreement which is contrary to the terms of this Agreement, and will cancel all such agreements now in existence. It is understood and agreed by both parties that there shall be no subterfuge to defeat the purpose of this Agreement.

## **ARTICLE 9 - NO REDUCTION IN WAGES**

There shall be no reduction in wages or hourly rate of pay for any Employee as a result of the adoption of this Agreement.

## **ARTICLE 10 - HOLIDAYS**

Section 1. The Employer shall observe the following holidays with pay, regardless of the day of the week upon which they fall. (When a holiday falls on Sunday, it shall be observed on the following Monday.) In order to be eligible for holiday pay, an Employee must work the scheduled workday before and the scheduled workday after the holiday, unless out due to excused absence. An Employee must also perform work during the week in which the holiday occurs.

### Major Holidays

### Minor Holidays

New Year's Day

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

Memorial Day

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

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Employee's Birthday (if hired on or before 2/8/97)

Personal Holidays (two weeks prior notice) - three (3) if hired on or before 2/8/97; four (4) if hired after 2/8/97

When stores are opened in States other than those referred to, the Employer and the Union shall meet and agree upon the applicable holidays.

### Section 2. Eligibility for part-time Employees

A. Part-time Employees hired prior to February 8, 1997 having nine (9) months or more of service shall be paid for the above listed holidays.

B. Part-time Employees hired after February 8, 1997 shall receive six (6) named major holidays after nine (9) months of employment with two (2) additional personal holidays after one (1) year in the first half of the calendar year and two (2) additional personal holidays after one (1) year in the second half of the calendar year.

C. To be eligible for holiday pay, an Employee must work the scheduled workday before and the scheduled workday after the holiday, unless out due to excused absence. An Employee must also perform work during the week in which 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 which applies to all eligible part-time Employees will be based on the average of the hours worked during the four (4) week period prior to the holiday.

**Section 3. Eligibility for full-time Employees**

A. Full-time Employees hired prior to February 8, 1997 shall be eligible for holidays once they have completed sixty (60) days of continuous full-time service.

B. Full-time Employees hired after February 8, 1997 shall receive six (6) named major holidays after ninety (90) days employment with two (2) additional personal holidays after one (1) year in the first half of the calendar year and two (2) additional personal holidays after one (1) year in the second half of the calendar year.

C. Full-time Employees shall receive eight (8) hours of pay for any of the above listed holidays provided that in order to be eligible for holiday pay an Employee must work the scheduled workday before and the scheduled workday after the holiday unless out due to excused absence. An Employee must also perform work during the week in which the holiday occurs.

Section 4. Any Employee transferred to a different State shall receive no less than nor more than twelve (12) paid holidays in a calendar year because of a transfer.

Section 5. 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 holiday is applicable in Massachusetts.

**ARTICLE 11 - LEAVE OF ABSENCE**

Section 1. All Employees with one (1) or more years of continuous service may be granted a leave of absence of up to six (6) months for reasons other than sickness, accident, or pregnancy provided such requests are reasonable.

Section 2. Requests for a leave of absence shall be in writing and submitted to the Director of Labor Relations, Stop & Shop Supermarket Company, P.O. Box 1942, Boston, Massachusetts 02105, and the Employee must mail a copy to the Local 1459 Union Office. The authority to approve or disapprove a leave of absence shall be vested with the Director of Labor Relations, Stop & Shop Supermarket Company.



**Section 3.** An Employee shall be notified in writing within a fourteen (14) day 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 Local 1459. If the Employee fails to return to work or communicate with the Director of Labor Relations before his/her leave expires, his/her employment shall be terminated. Denial of a leave of absence may be subject to the grievance procedure.

**Section 4.** An Employee on any approved leave of absence shall be automatically terminated if:

A. He or she does not return to work when the leave of absence expires.

B. He or she works elsewhere while on leave without express permission in writing from the Employer to be so employed.

**Section 5.** 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/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 - weekly indemnity, group life insurance, hospitalization, and retirement. The cost of maintaining these benefits shall be borne by the Employer for a period of up to six (6) months. Pension contributions will be based on average hours paid in the fifty-two (52) weeks preceding the leave.

**Section 6.** An Employee who returns from an authorized leave of absence shall be entitled to receive earned vacation during the calendar year in which the Employee returns. In order to determine the paid vacation of a part-time Employee, the period of fifty-two (52) weeks prior to going out on an authorized leave of absence shall be used.

**Section 7.** An Employee who returns from an authorized leave of absence (other than sickness, accident, or pregnancy) of three (3) months or more, and who was eligible for vacation benefits when he/she commenced leave of absence shall be entitled to vacation benefits immediately upon return from said leave of absence. An Employee who returns from an authorized leave of absence of three (3) months or more, and who was not eligible for any vacation benefits when he/she commenced his/her leave of absence, is not entitled to vacation benefits until he/she has been continuously employed for a period of three (3) months after return from said leave of absence.

**Section 8.** An Employee elected to public office shall be granted such leave of absence to correspond with one (1) elected term of office without pay. Upon proper notice an Employee elected to public office not requiring his/her full-time service shall be granted the necessary time off without pay to perform the duties of his/her office.

**Section 9.** Any Employee on approved leave of absence shall continue to accumulate all seniority rights.

Section 10. Requests to extend a leave of absence for an additional six (6) months shall be in writing and shall be subject to the Employer's approval. A copy of any correspondence on such requests shall be sent to Local 1459 and the Union has the right to arbitrate any unreasonable denial.

Section 11. 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, or at the end of his/her mission in the second instance, be restored to his/her 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/her release, he/she shall be reinstated within fifteen (15) days from the date of application to return to work.

Section 12. Employees must notify the Store Manager as soon as possible of the date they expect to return to work from sickness and accident leave which exceeds four (4) weeks. The Employer may demand proof of absence, such as a doctor's certificate or other acceptable proof of leave, when any one (1) of the following three (3) conditions shall exist.

- A. Excessive absenteeism
- B. Period exceeds four (4) weeks
- C. Reasonable question of abuse

Section 13. Provided Section 12 does not apply, the Employer agrees that Employees who notify the Store Manager when ready to return to work shall be scheduled on the next work schedule after their request.

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

Section 15. Employees on leave of absence under Article 11 should contact the Fund Office if they seek to continue health and welfare coverage beyond the period for which the Employer makes contributions.

Section 16. The eligible employee must return to work for a continuous two (2) week period before the Employer is required to make a contribution for an additional six (6) month period for the same illness.

## **ARTICLE 12 - HOURS**

### **Section 1. Full-Time Employees' Workweek**

- A. 1. Regular Workweek: All full-time Employees - Monday through Saturday, five (5) eight (8) hour days - forty (40) hours.
- 2. Holiday Workweek: All full-time Employees - four (4) eight (8) hour days - thirty-two (32) hours.

B. Full-time Clerks hired or appointed from part-time employment prior to February 14, 1972 - may be scheduled to work one (1) evening shift ending no later than 10:00 PM, and on the remaining four (4) days may be scheduled to work between 6:00 AM and 6:00 PM.

C. Full-time Clerks hired or appointed from part-time employment on or after February 14, 1972 may be scheduled on two (2) days for eight (8) straight-time hours between 6:00 AM and 10:00 PM.

D. Employees promoted to classified prior to February 11, 1979 may be scheduled to work one (1) evening shift ending no later than 10:00 PM and on the remaining four (4) days may be scheduled to work between 6:00 AM and 6:00 PM.

E. Employees promoted to classified on or after February 11, 1979 may be scheduled on two (2) days for eight (8) straight-time hours between 6:00 AM and 10:00 PM.

F. The Employer may schedule a fixed daily full-time work shift at the straight time hourly rate ending no later than midnight. Such shift shall be offered first to present night crew Employees and then to current part-time Employees on a voluntary basis. Acceptance of such a position is on a voluntary basis.

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

## Section 2. Hours Of Work For Part-Time Employees

A. The hours of work determining the status of a part-time Employee shall be: thirty (30) regular hours per week or less.

B. When a part-time Employee is scheduled to work on a Saturday, he/she shall be scheduled for no less than six (6) hours. This shall not apply to Employees hired after February 27, 1977.

C. Courtesy Clerk Employees hired after May 19, 1985 may be scheduled for three (3) hour shifts between the hours of 7:00 AM and 1:00 PM. Such schedules will not displace present day Employees and there shall be no back-to-back scheduling.

D. A part-time Employee shall be scheduled for no less than fifteen (15) hours a week (twelve (12) hours for part-time Employees hired after February 10, 1979 in a holiday week) and for no less than four (4) hours per day, except for Employees who desire less than the minimums mentioned above (as evidenced by a written waiver at store level).

E. Part-time Employees working over thirty (30) regular hours per week shall be paid the applicable full-time hourly rate (per Article 14, Section 17 (A) of this Agreement) for all hours in excess of thirty (30), except that from June 1 through September 30th each year, when part-time Employees shall be paid at their part-time rate of pay for all hours up to and including forty (40) hours per week. Scheduled hours in excess of thirty (30) shall be offered to the senior Employee in the department available to work the hours. Unscheduled hours in excess of thirty (30) shall be offered to the senior Employee in the department working at the time the hours arise.

F. Part-time Employees may be scheduled for less than the minimum hours set forth in this Article provided a written waiver is signed by the Employee.

### Section 3. Overtime Pay

A. All hours worked in excess of eight (8) hours a day, forty (40) hours in a regular week, thirty-two (32) hours in a holiday week, fifth (5th) day of a holiday week, and the sixth (6th) day in a regular workweek, shall be paid at the rate of time and one-half (1 1/2) the Employee's regular hourly rate. Part-time Employees shall receive time and one-half (1 1/2) on his/her basic rate of pay for hours worked prior to 6:00 AM and one-half (1/2) hour after store closing. In 24-hour Stores, store closing shall be defined as midnight.

B. Major holidays and Sundays - When Employees (including Department Heads and part-time Employees) are requested by the Employer to work on a Sunday or any holiday, 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 May 19th, 1985 shall be paid time and one-half (1 1/2) their hourly rate for hours worked on Sunday only. Employees hired after February 12, 1994 shall be paid one and one-half (1 1/2) times their hourly rate for such hours worked on a holiday.

C. Minor Holidays - When Employees (including Department Heads and part-time Employees) are requested by the Employer to work on any of the minor holidays as outlined in Article 10, entitled (Holidays), they shall receive time and one-half (1 1/2) their regular hourly rate for hours worked, but such hours worked shall not be counted as hours worked toward figuring weekly overtime.

D. No Employee shall be compelled to accept overtime. If too few Employees accept overtime, Employees shall be required to work by inverse seniority within the department.

E. Work performed on Sundays and Holidays, as listed under Article 10, shall not be considered part of the scheduled workweek.

F. Scheduled overtime shall be rotated within the store. Employees shall not lose their turn in the rotation. There shall be seven (7) groups within which Employees shall be rotated:

1. Classified Employees;
2. Other Full-time Employees;
3. Part-time Employees;
4. Office Employees;
5. General Merchandise Clerks;
6. Courtesy Clerks; and
7. Service Clerks.

G. When an Employee refuses overtime, it shall be counted as time worked for purposes of determining whether the Employer has complied with the provisions above.

Section 4. Premium Shift Payment - A premium shift of fifteen percent (15%) shall apply for work performed in stores that have a weekly volume in excess of thirty thousand dollars (\$30,000) per week and/or those stores open more than two (2) evenings a week for all Employees except Department Heads, full-time Employees and part-time Checkers as follows: 6:00 PM to 10:00 PM (beyond the first evening). The foregoing provision shall not apply to Employees hired after February 14, 1972.

Section 5. Meal Period - Working hours shall be consecutive in any day in which an Employee is employed with one (1) full hour for lunch between 11:00 AM and 2:00 PM, and not more than one (1) full hour for supper between the hours of 4:00 PM and 7:00 PM. However, in the event an Employee, with the consent of the Employer, desires one-half (1/2) hour for lunch or supper, it may be so arranged, if permitted by law. Meal periods should be as close to the middle of the work schedule as possible.

Section 6. When an Employee is requested by the Employer to undergo a physical examination during his/her working hours, or to be present at court, or at any legal proceedings, on behalf of and at the request of the Employer, then such time will be considered as time worked.

Section 7. When an Employee is requested or scheduled to report for work and upon reporting finds no work available, he/she shall receive payment for those hours he/she is scheduled to work on the particular day.

Section 8. The Employer agrees that the work schedule shall be arranged to provide all Employees with at least one (1) Saturday night off (6:00 PM on) out of each three (3) consecutive Sundays.

Section 9. All Employees hired after February 14<sup>th</sup>, 2004, who are not eligible for holiday pay as defined in Article 10, 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 13 - WEARING APPAREL AND TOOLS**

Section 1. The Employer agrees to furnish and launder without cost to the Employee any special wearing apparel that it may require the Employee to wear, such as coats, aprons, and smocks. Employees who are required to work outside in foul weather, will be furnished with such protective outer clothing as needed. Additionally, insulated vests shall be provided for work in freezers.

Section 2. The Employer further agrees to furnish such tools without cost as are customarily required in the course of employment (e.g., lumbar support belts).

Section 3. The Union agrees that the Employees shall use these items with care and only for the purpose for which they were intended.

## **ARTICLE 14 - WAGES**

The following minimum rates become effective on February 15, 2004:

### **Section 1 - GROCERY AND PRODUCE DEPARTMENT HEADS**

Those Employees classified as Grocery or Produce Department Heads on or before February 14, 2004 shall receive the following general wage increases on the dates indicated.

	2/15/04	2/20/05	2/19/06
G.W.I.	\$25.00	\$25.00	\$25.00

Those Employees appointed to Grocery and Produce Department Heads on or after February 15, 2004 shall receive the greater of \$20/week over their rate at the time of appointment, or \$840/week, and any applicable General Wage Increases.

**Section 2 - HEAD PRODUCE CLERKS**

(A) Those Employees classified as Head Produce Clerks on or before February 14, 2004 shall receive the following general wage increases on the dates indicated:

	2/15/04	2/20/05	2/19/06
G.W.I.	\$25.00	\$25.00	\$25.00

Those Employees appointed to Head Produce Clerk after February 15, 2004 shall receive the greater of \$20/week over their appropriate day full-time clerk rate at the time of their appointment, or \$615/week, and each of the following general wage increases which occurs after their date of appointment as follows:

	2/20/05	2/19/06
G.W.I.	\$25.00	\$25.00

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

**Section 3 - FULL-TIME CLERKS**

(A) Employees hired or appointed to full-time Clerk

1 month	360.00
3 months	374.00
4 months	404.00
8 months	435.00
8 months	452.00
6 months	487.00
6 months	525.00

	2/15/04	2/20/05	2/19/06
*G.W.I.	\$25.00	\$25.00	\$25.00

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

**Section 4 - ASSISTANT GROCERY DEPARTMENT HEADS**

(A) Those Employees classified as Assistant Grocery Department Heads on or before February 14, 2004 shall receive the following general wage increases on the dates indicated:

	2/15/04	2/20/05	2/19/06
G.W.I.	\$25.00	\$25.00	\$25.00

Those Employees appointed to Assistant Grocery Department Heads after February 15, 2004 shall receive the greater of \$20/week over their appropriate day full-time clerk rate at the time of their appointment, or \$615/week, and each of the following general wage increases which occurs after their date of appointment as follows:

	2/20/05	2/19/06
G.W.I.	\$25.00	\$25.00

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

**Section 5 - CASH DEPARTMENT HEADS**

Those Employees classified as Cash Department Heads on or before February 14, 2004 shall receive the following General Wage Increases on the dates indicated:

	2/15/04	2/20/05	2/19/06
G.W.I.	\$25.00	\$25.00	\$25.00

Those Employees appointed to Cash Department Head on or after 2/15/04 shall receive the greater of \$20/week over their rate at the time of appointment, or \$730/week, and any applicable General Wage Increases thereafter.

**Section 6 - PART-TIME CASH DEPARTMENT HEAD**

In Store Manager type stores - 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 his/her regular part-time rate.

**Section 7 - HEAD FLORIST CLERK AND FULL-TIME FLORIST CLERKS**

Those Employees classified as Head Florist Clerks on February 14, 2004 shall receive the following General Wage Increases on the dates indicated:

	2/15/04	2/20/05	2/19/06
G.W.I.	\$25.00	\$25.00	\$25.00

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

	2/20/05	2/19/06
G.W.I.	\$25.00	\$25.00

**FULL-TIME FLORIST CLERKS**

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

**Section 8 - OFFICE CLERK**

Employees classified as Office Clerks on or before February 14, 2004 shall receive the following General Wage Increases on the dates indicated. He/She shall receive \$10.00 per week over their rate.

	2/15/04	2/20/05	2/19/06
G.W.I.	\$25.00	\$25.00	\$25.00

Those Employees appointed to Office Clerk on or after February 15, 2004 shall receive \$10/week over their rate at the time of appointment and each of the above General Wage Increases which occur after the date of their appointment.

**Section 9 - PART-TIME CLERKS AND CHECKERS** hired on or before 2/14/04:

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

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

The Company may hire, on a store-by-store basis at any rate of the classification table or at rates above the table and such hiring rate will be the minimum for the classification for that store as long as the store retains the 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
*G.W.I.	.30¢	.25¢	.25¢

\*The 2/15/04 G.W.I. 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 2/14/04. Starting in 2005, the G.W.I. applies only to an Employee at or above the highest rate in the table.

Employees hired after 2/14/04:

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



**Section 10 - COURTESY CLERKS**

**(A) PART-TIME COURTESY CLERKS** hired on or before 2/14/04:

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:

	2/15/04	2/20/05	2/19/06
*G.W.I.	.30¢	.25¢	.25¢

\*The 2/15/04 G.W.I. 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 G.W.I. applies only to an Employee at or above the highest rate in the table.

Employees hired after 2/14/04:

<u>3 Months</u>	<u>15 Months</u>	<u>27 Months</u>
.20¢	.15¢	.15¢

**(B) 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 cleanup work around the check-stands and in the area between the check-stands and the customers' 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 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 trial period for Courtesy Clerks appointed to Clerk or Checker. Such Employee shall receive the Clerk/Checker rate during the trial period.

**Section 11 - 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 Porters on or before February 14,2004 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 Increase for Porters:**

**Full-Time Porter:**

	2/15/04	2/20/05	2/19/06
G.W.I.	\$25.00	\$25.00	\$25.00

**Part-Time Porter**

	2/15/04	2/20/05	2/19/06
G.W.I.	.30¢	.25¢	.25¢

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

Full-time	3 Months	15 Months	27 Months
	.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 of overtime after forty (40) hours of work in a regular workweek and thirty (32) hours of work in a holiday workweek. The premium shift payment shall not apply to Porters.

**Section 12 - 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 PM and 8:00 AM.

(B) The lunch period will consist of one-half (1/2) hour to be taken within the eight (8) hour day. Time taken for lunch will be considered as working time. No provisions are made for rest periods.

(C) The Night Stockers' total pay shall apply to Articles 10, 15, 17, 18, 20, and 42.

(D) It is understood and agreed between the Employer and the Union that should a situation arise whereby the Employer desires to change the starting time for a Night Stocker from 11:00 PM to 10:00 PM, the Local Union involved and the Employer shall meet and mutually agree on the starting time.

**(E) FULL-TIME**

1) Full-time Employees appointed to the Night Crew on or after August 1, 1982, will be paid a one-dollar (\$1.00) per hour premium over his/her regular rate.

2) All Employees holding the classification of full-time Night Crew Clerk on the payroll as of August 1, 1982, will have their Night Crew premium frozen on February 11, 1984, at the cents-per-hour level applicable to their "Day" Clerk rate in effect on February 11, 1984. This frozen cents-per-hour premium will apply for the remaining term of this Agreement and in no case will be less than one dollar (\$1.00) per hour.

3) All Employees holding the classification of full-time Night Crew Clerk on February 8, 1997 shall receive the general wage increases if eligible for general wage increase under Section 3(A) and (B) of this Article.

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

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

**(F) PART-TIME**

1) 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 (8) hours per night on the night shift. All part-time Employees hired or appointed to the night crew after February 12, 1994 may be scheduled six (6) hours per night on the night shift. A part-time night Stocker may work a shift of fewer than six (6) hours provided the Employee signs a written waiver.

2) For Employees appointed to the Night Crew after August 1, 1982, a one-dollar (\$1.00) per hour premium is to be paid over the applicable part-time Clerk rate.

3) All Employees holding the classification of part-time Night Crew Clerk on August 1, 1982, will have their Night Crew premium frozen on February 11, 1984, at the cents-per-hour level applicable to their "Day" Clerk rate in effect on February 11, 1984. This frozen cents-per-hour premium will apply for the remaining term of this Agreement and in no case will be less than one dollar (\$1.00) per hour.

4) All Employees holding the classification of part-time Night Crew Clerk on February 12, 1994 shall receive the general wage increase if eligible for general wage increase under Section 9 of this Article.

5) 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.

6) The minimum night crew rate shall be six dollars eighty-five cents (\$6.85) per hour plus the applicable per hour premium.

**(G) NIGHT ASSISTANTS**

	2/15/04	2/20/05	2/19/06
G.W.I.	\$25.00	\$25.00	\$25.00

Rate (\$830/week)

**(H) NIGHT CREW CHIEFS**

All Employees holding the classification of Night Crew Chief on August 1, 1982 shall be entitled to the following general wage increases or the applicable rate as follows, whichever is greater:

	2/15/04	2/20/05	2/19/06
G.W.I.	\$25.00	\$25.00	\$25.00

Rate (\$796.25/week)

Employees appointed to Night Crew Chief after August 1, 1982:

	2/15/04	2/20/05	2/19/06
G.W.I.	\$25.00	\$25.00	\$25.00

Rate (\$732/week)

Those Employees appointed to full-time Night Crew Chief on or after February 15, 2004 shall receive the greater of \$20/week over their rate at the time of appointment, or \$732/week, and any applicable general wage increases thereafter.

(I) All Employees holding a Night Crew classification on August 1, 1982, who subsequently go on days and then return to nights within one (1) year, will receive a night premium equivalent to what they would receive if they had never left the Night Crew commencing when they return to the Night Crew.

**Section 13 - GENERAL MERCHANDISE CLERK**

**(A) Part-time General Merchandise Clerks hired on or before 2/14/04:**

Employees classified as Part-time General Merchandise Clerks shall receive the following wages:

Step 1	Start	\$6.75/hr
Step 2	1 Month	\$7.00/hr
Step 3	6 Months	\$7.25/hr
Step 4	6 Months	\$7.50/hr
Step 5	6 Months	\$7.75/hr
Step 6	6 Months	\$8.00/hr

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

	2/15/04	2/20/05	2/19/06
*G.W.I.	.30¢	.25¢	.25¢

\*The 2/14/04 G.W.I. 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 G.W.I. applies only to an Employee at or above the highest rate in the table.

Employees hired after 2/14/04:

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

**(B) Full-time General Merchandise Clerks**

Employees classified as Full-time General Merchandise Clerks shall receive the following wages:

- Step 1 \$345/week
- Step 2 \$365/week
- Step 3 \$385/week
- Step 4 \$405/week
- Step 5 \$425/week
- Step 6 \$445/week
- Step 7 \$465/week

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

The above rates in the table are at six (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 step upon completion of six (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 Increase for that classification on the effective dates of such General Wage Increases as set forth below.

Employees hired/appointed after February 15, 2004 shall receive the next General Wage Increase after they reach the highest rate in the table.

	2/15/04	2/20/05	2/19/06
*G.W.I.	\$25.00	\$25.00	\$25.00

\*The 2/15/04 G.W.I. 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 G.W.I.s apply only to those who are at the top of the scale

(C) General Merchandise Clerk shall be a separate classification in stores with over three hundred (300) linear feet of general merchandise shelving (floor feet times number of shelves over). General Merchandise Clerks shall wear aprons, which distinguish them from other Employees.

(D) The following categories of merchandise are included in the General Merchandise Clerk classification: Wearing apparel and accessories, footwear, home furnishings, domestics, appliances, housewares, 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, fuels 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, nonfood seasonal and holiday items, magazines, nonfood pet supplies, and related similar categories.

(E) All Clerks working inside the pharmacy shall be classified as General Merchandise Clerks.

(F) 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.

(G) It is the parties' intent not to displace Employees performing the General Merchandise function as of February 7, 1988.

(H) Book vendors may perform stocking and nonstocking functions.

(I) General merchandise vendors may perform stocking functions.

#### Section 14 - **BAKE-OFF**

The Employer recognizes the Union as the Bargaining Representative for the Employer's Employees working at bake-offs operated by the Employer, which are not adjacent or contiguous to the Meat Department.

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

Employees classified as part-time Bake-Off Employees will receive the following wages:

Step 1	Start	\$6.75/hr
Step 2	3 months	\$7.00/hr
Step 3	6 months	\$7.25/hr
Step 4	6 months	\$7.50/hr
Step 5	6 months	\$7.75/hr
Step 6	6 months	\$8.00/hr

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

	2/15/04	2/20/05	2/19/06
*G.W.I.	.30¢	.25¢	.25¢

\*The 2/15/04 G.W.I. 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 G.W.I. applies only to an Employee at or above the highest rate in the table.

Employees hired after 2/14/04:

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

**(B) Full-time Bake-Off Employees**

All full-time Bake-Off Employees will receive the following wages:

Step 1	\$365/week
Step 2	\$385/week
Step 3	\$405/week
Step 4	\$425/week
Step 5	\$445/week
Step 6	\$465/week
Step 7	\$485/week

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

The above rates in the table are at six (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 step upon completion of six (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 Increase for that classification on the effective dates of such General Wage Increases as set forth below.

Employees hired/appointed after February 15, 2004 shall receive the next General Wage Increase after they reach the highest rate in the table.

	2/15/04	2/20/05	2/19/06
*G.W.I.	\$25.00	\$25.00	\$25.00

\*The 2/15/04 G.W.I. applies to everyone 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 G.W.I.s apply only to those who are at the top of the scale.

**(C) Full-time Lead Bake-off Employees**

Employees classified as Full-time Lead Bake-off on or before February 15, 2004 shall receive general wage increases on the dates indicated.

	2/15/04	2/20/05	2/19/06
*G.W.I.	\$25.00	\$25.00	\$25.00

Minimum Rate \$640

Any general wage increases shall be included in, and not in addition to, any adjustments to the new minimum rates.

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

(E) Seniority shall be within the department.

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

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

**Section 15 - SERVICE DEPARTMENTS**

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

**A. Part-Time Service Clerk hired on or before 2/14/04:**

Step 1	Start	\$6.75/hr
Step 2	3 months	\$7.00/hr
Step 3	6 months	\$7.25/hr
Step 4	6 months	\$7.50/hr
Step 5	6 months	\$7.75/hr
Step 6	6 months	\$8.00/hr

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

	2/15/04	2/20/05	2/19/06
*G.W.I.	.30¢	.25¢	.25¢

\*The 2/15/04 G.W.I. 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 G.W.I. applies only to an Employee at or above the highest rate in the table.

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

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

**B Full-Time Service Clerks:**

Step 1	\$345/week
Step 2	\$365/week
Step 3	\$385/week
Step 4	\$405/week



Step 5 \$405/week  
 Step 6 \$445/week  
 Step 7 \$465/week

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

The above rates in the table are at six (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 six (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 increase for that classification on the effective dates of such General Wage Increases as set forth below.

Employees hired/appointed after 2/15/04 shall receive the next G.W.I. after they reach the highest rate in the table.

	2/15/04	2/20/05	2/19/06
*G.W.I.	\$25.00	\$25.00	\$25.00

\*The 2/15/04 G.W.I. 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 G.W.I.s apply only to those who are at the top of the scale.

**Section 16 - GENERAL WAGE INCREASE**

All applicable general wage increase are specified in the text above.

**Section 17 - 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 one dollar (\$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 for 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 18 - RELIEF MANAGER**

(A) A member of the Bargaining Unit shall receive seven dollars (\$7.00) for a daily replacement of a Grocery Head and/or Grocery Department Head and/or Produce Head in a partial week. If the replacement holds the classification of Grocery Head or Produce Head this provision will not apply.

(B) A member of the Bargaining Unit shall receive the applicable base rate when he/she replaces the Grocery or Produce Department Head.

**Section 19 - 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 20 - 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 increase on the same conditions as apply generally to other Employees. This provision applies to wages only.

**Section 21. PART-TIME PHARMACY TECHNICIAN**

(A) The Employer will establish a part-time Pharmacy Technician classification. The hiring range for the part-time Pharmacy Technician classification will be \$6.00 - \$9.50. The part-time Pharmacy Technicians are eligible for appropriate general wage increases. The part-time Pharmacy Technicians will be a separate group for seniority purposes.

(B) The Employer shall endeavor to train and promote Employees currently working in the Pharmacy Department desiring to become Pharmacy Technicians. In order to be promoted, Employees must pass the State of Massachusetts Pharmacy Technician Certification. The Employer shall have the right to exercise its judgment on qualifications and ability and shall make the determination after giving due regard for seniority. In instances where qualifications and ability are equal, seniority will be determinative.

**ARTICLE 15 - VACATIONS**

Section 1. Eligibility - All Employees shall be eligible for vacations on their anniversary date of employment on the following basis:

- 1st Anniversary date of continuous employment..... one-week vacation
- 2nd Anniversary date of continuous employment ..... \*two weeks vacation
- 5 years of continuous employment ..... three weeks vacation
- 12 years of continuous employment ..... four weeks vacation
- 20 years of continuous employment ..... five weeks vacation

\* All part-time Employees hired after May 19, 1985 shall be eligible for two (2) weeks vacation after three (3) years of continuous service.

In the event a part-time Employee changes to full-time employment, his/her vacation credit will be computed on average hours back one (1) year.

Eligibility for vacation benefits as of January 1<sup>st</sup>:

A. Once an Employee has qualified for one (1) weeks vacation benefits he/she is thereafter eligible for one (1) week of vacation with pay as of January 1st of the succeeding year. The second (2nd) weeks vacation shall be taken on or after the second (2nd) anniversary date.

B. Once an Employee has qualified for two (2) weeks vacation benefit he/she is, therefore, eligible for vacation benefits as of January 1st of each succeeding year.

C. Eligibility for the third (3rd), fourth (4th) and fifth (5th) week of vacation is effective as of January 1st of the year in which the appropriate anniversary occurs.

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

E. If an Employee does not take his/her vacation by December 31st because of a request by the Employer, the Employer shall pay the Employee the appropriate vacation pay and he/she shall not be given compensating time off.

If an Employee does not take his/her vacation by December 31st due to Workers' Compensation and/or other disability, the Employer shall pay the Employee his/her appropriate vacation pay on or before December 31st of the calendar year and the Employee shall not be given compensating time off.

Section 2. A. The regular vacation period is from January 1st through December 31st.

B. The Employer shall post vacation forms by December 15th of the preceding year to permit selection of the third (3rd), fourth (4th) and fifth (5th) week of vacation for those who may be eligible. The regular vacation schedule shall be posted by April 15th.

C. When an Employee's vacation falls during a holiday week, the week immediately following shall be that Employee's holiday workweek.

Section 3. A. Vacation Pay - Full-Time Employees - A full-time Employee shall receive as vacation pay the basic wages for his/her regular classification, or his/her regular classification as of January 1st of the vacation year, whichever is the greater.

B. Vacation Pay - Part Time Employees - A part-time Employee shall be paid at his/her current rate of pay multiplied by his/her average weekly straight time hours worked for the year preceding his/her vacation. Holiday pay and sick pay will be included in the determination of the average straight time weekly hours.

Section 4. Vacation Pay - Replacement - In stores where an Employee replaces the Grocery or Produce Department Head, the Employee shall receive the minimum applicable rate or thirty-five dollars (\$35.00) over his/her current rate, whichever is greater. However, in no case shall the

person replacing the Department Head receive less in his/her total wages for the week because of a change in classification to a Department Head.

Section 5. A. First and Second Week Vacations - The first (1st) and second (2nd) week vacations shall be taken at a time mutually convenient to the Employer and Employee during the summer months, if possible. "Summer months" shall be defined as May 1st through September 15th. In scheduling these vacations, preference shall be given to seniority.

B. Third, Fourth, and Fifth Week Vacations - The third (3rd), fourth (4th) and fifth (5th) week vacations shall normally be taken during the winter months at a time mutually convenient to the Employer and the Employee. "Winter months" shall be defined as September 16th through April 30th. In scheduling these vacations, preference shall be given to seniority.

C. Preference for selection of vacation periods for all Employees shall be as follows:

1. Department Head (Grocery and Produce).
2. Full-time Employees by seniority.
3. Part-time Employees by seniority.

Section 6. Vacations will not be granted the week preceding Easter; the week of Thanksgiving; and the seven (7) days preceding Christmas except under extenuating circumstances.

## **ARTICLE 16 - MANAGEMENT**

Section 1. The management of the Employer's business and the direction of the working forces shall vest solely in the Employer within the provisions of this Agreement.

Section 2. The Employer agrees to supply its supervision with copies of this Agreement and assumes full responsibility for their observances of its terms.

## **ARTICLE 17 - INJURIES**

Section 1. In cases where injuries are sustained on the job, and where the Employee, full or part-time, is unable to work the scheduled hours because of said injury, such an 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 (5) 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 provisions will be applicable on the first occasion that such injury results in loss of time at work.

Section 3. The Employer agrees to authorize its Store Managers (a copy of such authorization to be forwarded to the 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 payday after being reimbursed by the insurance company.

Section 4. If an Industrial Accident claim has been filed, and no payment has been made within thirty (30) days from the date of filing, the Employer will notify the Employee on the option regarding a waiver with the Health & Welfare Fund.

Section 5. Employees receiving Workers Compensation retain the right of re-employment for up to two (2) years from the day of injury.

Section 6. In the case of injuries sustained on the job, the Employer shall continue to make contributions for eligible Employees to the Health and Welfare and Pension Funds for a period of up to six (6) months. Pension contributions shall be based on forty (40) hours per week for full-time Employees, and average hours in the four (4) weeks prior to the week of the injury in the case of part-time Employees.

Section 7. When an Employee goes out on disability, the maximum accident and sickness payment is one per illness only.

#### **ARTICLE 18 - JURY DUTY**

Any Employee who is called to serve on jury duty shall receive pay for actual hours worked for the Employer. If this pay together with the jury duty pay does not equal his/her regular weekly rate of pay, the Employer will make up the difference, provided he/she works for the Employer during such hours when, because the jury is not sitting, he/she is reasonably available for work. However, the Employee shall not be required to work the sixth (6th) day if he/she serves on jury duty and/or works five (5) days or more in a regular week and he/she shall not be required to work the fifth (5th) day if he/she serves on jury duty and/or four (4) days or more in a holiday week.

#### **ARTICLE 19 - MILITARY DUTY**

Section 1. A. 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/her period of service up to forty-eight (48) months. Such leave of absence shall terminate after ninety (90) days from the date of discharge. Employees on military leave of absence of up to six (6) months shall return to work within thirty-one (31) days after release from military service.

B. The Employer will reinstate in compliance with Veteran's Reemployment Statute an Employee who has reemployment rights under the law and who has applied for reinstatement within the legally required period of time after date of discharge. He/she shall be reinstated no later than the second (2nd) Monday after he/she has made application to return and upon receipt by the Employer of the Employee's discharge papers (Form DD214). Time spent on military leave shall be counted as continuous service with the Employer.

Section 2. Emergency National Guard Duty - An Employee called to National Guard duty because of a local emergency by decree of the State shall suffer no loss of basic pay.

Section 3. Mandatory Military Physicals - Any Employee who is called upon during working hours to take a physical examination for the purpose of classification or of entry into the Armed Forces may have his/her examination without loss of basic pay. The Employee's day off shall not be changed to avoid payment under this Section.

**Section 4.** An Employee shall not be required to take military training duty as 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 workweek.

**Section 5. A.** Regular full-time Employees who have one (1) or more years of continuous full-time service with the Employer are entitled to receive three (3) weeks' military leave separation pay when called into the Armed Forces for a normal enlistment.

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

**C.** When an Employee leaves for the Armed Forces, he/she obtains a letter from the Commanding Officer after being assigned to his/her first training center and forwards this letter to the Personnel Division. This letter shall confirm his/her 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.

**D.** Regular full-time Employees, who are members of Reserve or National Guard Units and who have one (1) or more years of continuous full-time service with the Employer, shall be entitled to the following military leave pay if they are called to active duty by federal order:

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

**E.** 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 (9) months and after fifteen (15) months. Upon receipt of this letter, a check will be forwarded to the inductee.

## **ARTICLE 20 - DEATH IN FAMILY**

**Section 1.** In the event of a death in the immediate family of an Employee, full-time Employees shall be granted three (3) days leave without loss in pay. Part-time Employees shall be granted up to three (3) days' leave without loss in pay only according to the hours they are regularly scheduled to work during this period. In the event of a death of a full-time Employee's spouse or child, he/she shall receive five (5) days off without loss in pay. In the event of a death of a part-time Employee's spouse or child, he/she shall be granted up to five (5) days leave without loss in pay, only according to the hours he/she is regularly scheduled to work during this period. For purposes of this section, spouse includes designated spousal equivalent.

**Section 2.** For the purposes 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 home.

**Section 3.** The date of notification of death of a member of the immediate family for those Employees who are on the job shall not be counted as one (1) of the three (3) days funeral leave.

Section 4. Any Employee who is on a paid vacation at the time of death of a member of the Employee's family as listed above shall be entitled to an additional three (3) days or five (5) days off as vacation immediately following the Employee's regular vacation.

Section 5. A. The Employer agrees that in the event of the death of a grandparent or grandchild, a brother-in-law or sister-in-law, a son-in-law or daughter-in-law of an Employee, the Employee shall be granted one (1) day off without loss in pay on the day of the funeral.

B. The following listing is a ready reference defining leave for death in family as explained in Sections 1, 2, 3, 4, and 5 above.

Husband .....	5 days
Wife.....	5 days
Child.....	5 days
Mother.....	3 days
Father .....	3 days
Sister .....	3 days
Brother .....	3 days
Mother-in-law .....	3 days
Father-in-law.....	3 days
Any member of the family residing in the Employee's home	3 days
Grandparent.....	1 day
Grandchild.....	1 day
Brother-in-law.....	1 day
Sister-in-law .....	1 day
Son-in-law.....	1 day
Daughter-in-law .....	1 day

## **ARTICLE 21 - HEALTH & WELFARE**

### **Section 1. Contributions**

A. Full Time Employees - All full-time Employees in the active employ of the Employer the first (1st) day of each month.

B. Part-Time Employees - All part-time Employees in the active employ of the Employer the first (1st) day of each month and who have nine (9) months of continuous part-time service, except as noted in (C) and (D) below.

#### **ELIGIBLE FOR BENEFITS FIRST OF THE MONTH FOLLOWING 11 MONTHS OF EMPLOYMENT.**

C. The contributions for part-time Courtesy Clerks, part-time Service Clerks, part-time Bake-off Clerks and part-time General Merchandise Clerks shall take effect the first (1st) of the month following twelve (12) months of continuous part-time employment except as noted in (D) below.

#### **ELIGIBLE FOR BENEFITS FIRST OF THE MONTH FOLLOWING 14 MONTHS OF EMPLOYMENT.**

D. All part-time Employees hired on or after February 15, 2004 in the active employ of the Employer the first (1<sup>st</sup>) day of each month and who have twenty-four (24) months of continuous part-time employment.

**ELIGIBLE FOR BENEFITS FIRST OF THE MONTH FOLLOWING 26 MONTHS OF EMPLOYMENT.**

Section 2. Monthly amounts to be contributed to the UFCW Local 1459 and Contributing Employers' Health & Welfare Fund:

	<u>3/1/04</u>	<u>3/1/05</u>	<u>3/1/06</u>
Eligible FT Employees	\$525.00	\$567.00	\$612.00
Eligible PT Employee	\$134.00	\$145.00	\$157.00

**PLEASE CONTACT UFCW LOCAL 1459 HEALTH AND WELFARE FUND OFFICE FOR ELIGIBILITY AND BENEFITS INFORMATION.**

**ARTICLE 22 - RETIREMENT**

The Employer's pension obligations are set forth in Exhibit D to this Collective Bargaining Agreement.

**Contribution Eligibility**

1. Full-time Employees - All full-time active Employees the first (1st) of the month following thirty (30) days of continuous full-time employment.
2. Part-time Employees - All part-time active Employees the first (1st) of the month following twelve (12) months of continuous part-time employment.

**PLEASE CONTACT NEW ENGLAND PENSION FUND OFFICE FOR ELIGIBILITY AND BENEFITS INFORMATION.**

**ARTICLE 23 - 401K**

The Employer will maintain a 401(k) plan for eligible Employees. The Plan is non-contributory. The five-dollar (\$5.00) administration fee has been deleted.

**PLEASE REFER TO ADDENDUM A**

**ARTICLE 24 - PREPAID LEGAL PLAN**

**Section 1. Full-time Employees**

- A. The Employer shall contribute to the Local 1459 Prepaid Legal Fund five dollars (\$5.00) per month for each full-time Employee.
- B. The contributions shall take effect on the first (1st) day of the month.



## **Section 2. Part-time Employees**

A. During 1997, the Employer shall contribute to the Local 1459 Prepaid Legal Fund two dollars (\$2.00) per month for each part-time Employee.

B. Effective January 1, 1998, the Employer shall contribute to the Local 1459 Prepaid Legal Fund three dollars (\$3.00) per month for each part-time Employee.

C. The contributions shall take effect on the first (1st) of the month following nine (9) months of continuous part-time employment, except as noted in (D) below.

D. The contributions for part-time Service Clerks shall take effect on the first (1st) of the month following twelve (12) months of continuous part-time employment.

**PLEASE CONTACT UFCW LOCAL 1459 PREPAID LEGAL OFFICE FOR ELIGIBILITY AND BENEFITS INFORMATION.**

## **ARTICLE 25 - NO STRIKES - NO LOCKOUTS**

Section 1. It is mutually agreed by the parties hereto that throughout the life of this Agreement, there shall be no strikes, lockouts, picketing, boycotts, or stoppage of work, and that any difference or misunderstanding which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves.

Section 2. It is further mutually agreed that the Employer shall have the right to take action it deems advisable, including discipline and discharge, against any Employee engaging in, participating, encouraging, aiding or abetting any such unauthorized strike, walkout, or stoppage of work. However, an issue of fact as to whether or not any particular Employee engaged in, participated in, or encouraged any strike or work stoppage may be subject to the grievance procedure established by Article 27 hereof.

## **ARTICLE 26 - CROSSING PICKET LINE**

It is understood and agreed that, in the event of a strike by a Union having contractual relations with the Employer, other than the Union or its Local which is a party hereto, 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 27 - GRIEVANCE AND ARBITRATION**

Section 1. In the event that a grievance shall arise under the terms of this Agreement, the procedures outlined in this Article shall be followed.

Section 2. In the event of any grievance over a discharge, or a suspension pending discharge, the Union shall notify the Employer of such grievance within thirty (30) days of the date of discharge or suspension pending discharge, or its right to arbitration shall be forfeited.

Section 3. Grievance Procedure - In the event that a problem should arise, the Employee may take up this problem with his/her Department Head or his/her Union Business Representative for adjustment. No Employee shall be discriminated against because of Union activity. If the

Employee feels that his/her problem has not been solved to his/her satisfaction and he/she desires to make a grievance, the grievance shall be dealt with in the following manner:

First Step - The Employee may report the grievance to the Store Manager or the Union Business Representative and these parties will meet to adjust the grievance.

Second Step - If the grievance is not settled, the Union Business Representative shall meet with the Employer's Market Supervisor and attempt to settle the grievance.

Third Step - If the grievance is not settled, the grievance shall be referred to the Employer's Labor Relations Department. The Labor Relations Department shall discuss the grievance with a Union Business Representative 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 4.

Section 4. Arbitration Procedure - In the event that the Employer and the Union are unable to settle a grievance and/or dispute within seven (7) days after the conclusion of the discussion under Step 3 set forth in Section 3 of this Article, then either party may request arbitration of said grievance by serving upon the other party, no later than fourteen (14) days following the date of the last discussion under Step 3 of the Grievance Procedure, written request for arbitration, and a failure to so request arbitration within the aforesaid fourteen (14) day period shall constitute a waiver of the grievance. The parties shall endeavor to agree upon an impartial arbitrator and, in the event that they are unable to so agree within ten (10) days after request for arbitration has been made in accordance with the foregoing, then the aggrieved party (the Employer or the Union) may request the American Arbitration Association who shall hear and determine the case in accordance with the then prevailing rules of the American Arbitration Association.

Section 5. The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement.

Section 6. The decision of the arbitrator shall be final and binding upon the parties to this Agreement and the Employees covered hereby.

Section 7. The fee and expense of the arbitrator shall be borne one-half (1/2) by the Employer and one-half (1/2) by the Union.

## **ARTICLE 28 - SENIORITY**

Section 1. Seniority is defined as the length of continuous employment under this Agreement. Subject to any exceptions in this Article, seniority shall prevail in layoffs due to lack of work. Seniority shall be broken by:

A. Voluntary quit.

B. Layoff due to lack of work for twelve (12) months.

C. Discharge for cause.

D. Failure to return to work within the time allowed after a layoff or leave of absence.

E. One who works elsewhere while on a leave of absence without express permission in writing from the Employer to be so employed.

Section 2. A. The date determining a full-time Employee's employment date for purposes of seniority consideration in layoffs due to lack of work is the date he/she was either employed for, or appointed to, full-time work; except that where a full-time Employee has had prior continuous service as a part-time Employee before being appointed to full-time work and has worked full-time for a continuous period of four (4) months, he/she shall be credited one (1) month for each two (2) months of part-time service in establishing his/her employment date for purpose of layoff by seniority.

B. The Employer shall furnish twice yearly to the Local Union an up-to-date seniority roster of the Employees for the Local's area showing the Employee's name, classification and seniority date. There shall be a separate seniority list for full-time and part-time Employees.

Section 3. A. The principle of seniority shall apply in all layoffs due to lack of work covering all Employees within the job classification within the agreed upon area. When the Employer determines that reductions and/or layoffs are necessary, the Employer and the Union shall meet to discuss the application of the Agreements set forth in this Article prior to any reduction and/or layoffs.

B. When there is an excess number of Employees within a job classification, an Employee in that job classification shall be assigned to a lower classification. In the reduction of classified Employees, availability and qualifications shall be considered when such Employees have been in the classified position for four (4) months or more.

C. For classified Employees, "lower classifications" is defined as follows:

1. Grocery Department Head replaces an Assistant Grocery Department Head, Cash Department Head, or Head Clerk.
2. An Assistant Grocery Department Head, Cash Department Head or Head Clerk replaces a Full-time Clerk.
3. A Produce Department Head replaces a Produce Head Clerk.
4. A Produce Head Clerk replaces a Full-time Clerk.
5. A Head Florist Clerk replaces a Full-time Clerk.
6. A Full-time Office Clerk (non-classified job) replaces a Full-time Clerk.
7. A Lead Bake Shop Clerk replaces a Full-time Bake Shop Clerk.
8. A Full-time Bake Shop Clerk replaces a Part-time Bake Shop Clerk.

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

1. Full-time Clerk replaces a full-time Service Clerk, part-time Clerk or Checker.
2. Full-time Service Clerk replaces a part-time Clerk, Checker or part-time Service Clerk.
3. A part-time Clerk or Checker replaces a part-time Service Clerk or Courtesy Clerk.
4. A part-time Service Clerk replaces a less senior Service Clerk and then replaces a Courtesy Clerk.
5. A part-time Service Clerk or Courtesy Clerk shall not replace a part-time Clerk or Checker.

Section 4. A full-time Employee who accepts part-time work shall be eligible for his/her benefits as of the date of his/her reduction for a period not to exceed six (6) months.

## Section 5. Severance Pay

A. To be eligible for severance pay, an Employee must:

1. have been hired prior to August 1, 1982, and
2. be a full-time Employee with a minimum of one (1) year's continuous service, and
3. have been laid off for lack of work, and
4. not be working with the Employer on a part-time basis, and
5. have either exhausted his/her recall rights or has chosen at the time of layoff to forfeit his/her recall rights.

B. Once an Employee is eligible for severance pay, he/she shall receive one (1) week's pay for each full year of continuous full-time service.

C. An Employee hired or appointed to full-time on or after 8/01/82 will be eligible for severance pay provided such Employee:

1. is a full-time Employee with a minimum of one (1) year's continuous service, and
2. was working in a store that was sold to another retail food company, and
3. as a result of (2) was laid off for lack of work, and
4. is not working for the Employer, and. has either exhausted his/her recall rights or has chosen at the time of layoff to forfeit his/her recall rights.

D. Once such an Employee is eligible for severance pay, he/she shall receive one (1) week's pay for each full year of continuous full-time service up to a maximum of ten (10) weeks' pay.

Section 6. Employees with six (6) months of employment, laid off for lack of work, shall be given preference in reemployment within a period equal to the number of full months of employment on the date of layoff, up to a maximum of twelve (12) months. 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 reemployed within the above period after the date of layoff, they shall be reinstated and shall not lose their continuity of employment.

Section 7. Full-time Employees, laid off because of lack of work, where no other full-time work in the same job classification is available within the area, shall be offered part-time work if part-time work is available even if this means replacing part-time Employees. The full-time Employee who accepts temporary part-time work will be given first preference for full-time work when it becomes available.

Section 8. Notification of layoff shall be as follows:

Full-time Employees: One (1) week or one (1) week's pay in lieu of notice.

Part-time Employees: Notification by 3:00 PM on Friday, or in the event of store closing, one (1) weeks notice.

Section 9. Promotion

A. The Employer shall continue its efforts to train senior Employees to fill higher rated classifications. Promotions to classified positions shall be made from full-time Employees only;

except, however, promotion to full-time Cash Department Head may be from part-time. Promotions shall be made from within the Bargaining Unit.

B. In the matter of promotions, the Employer shall have the right to exercise its judgment on qualifications and ability and shall make the determination after giving due regard to seniority and after considering suggestions and recommendations of the Union. The Employer has the right to subject candidates for promotion to a drug screen, subject to applicable state and federal law.

Section 10. A. Whenever a full-time job vacancy occurs in an unclassified job in the area, the job will be offered to a part-time Employee or a full-time Service Clerk. The Employer shall have the right to exercise its judgment on qualifications and ability and shall make the determination after giving due regard to seniority. In instances where qualifications and ability are equal, seniority will be the determinant.

B. The Employee promoted to full time shall be on probation for a period of ninety (90) days. If either the Employee or Employer should determine the change is not satisfactory, the Employee shall be returned to his/her former position with seniority and pay as if he/she had never left.

C. The Employer shall post in each store from March 1st to March 15th of each year, a survey sheet for part-time Employees seeking a full-time job on a permanent basis. Part-time Employees only may sign the list if they are available for and desiring full-time employment on a continuing basis. If no Employee on the list offers to fill the position available, the Employer may fill the position from any source available to them.

Section 11. When a regular schedule with more part-time hours is available within a classification in a store, it shall be offered in order of seniority to part-time Employees within the classification in the store, provided they are available on a continuing basis. This in no way restricts the Employer from working Employees across classifications.

Section 12. Where practicable, the Employer shall combine part-time assignments within each store so as to provide the maximum part-time employment for individuals within the definition of part-time employment and provided the part-time Employee is regularly and continuously available to work such hours and is provided to the part-time Employee on a seniority basis. When non-duplicating hours and functions can be combined, the Employer shall schedule up to forty (40) hours of work.

Section 13. Recall of Employees who have been laid off shall be made as follows: All Employees - The Employee shall be notified by telephone that work is available. If he/she cannot be contacted by telephone, he/she shall be notified by certified mail. If no reply is received within five (5) working days, the Employee shall be terminated. Part-time Employees shall be recalled on a store basis. However, the Employer shall make every reasonable effort to provide work in stores which reasonably conform with their former place of employment.

Section 14. Reentry - Any Employee transferred or promoted out of the Bargaining Unit as of January 2, 1967 or later shall accumulate no seniority while out of the Unit. Once the Employee has been out of the Bargaining Unit covered by this Agreement for three (3) consecutive years as a result of a transfer or promotion and then should reenter the Bargaining Unit, his/her seniority date would then be the date of his/her reentry into the Bargaining Unit. Any Employee transferred or promoted out of the Bargaining Unit as of February 10, 1975 or later shall

accumulate no seniority while out of the Unit. Once the Employee has been out of the Bargaining Unit covered by this Agreement for one (1) year as a result of a transfer or a promotion and then reenters the Bargaining Unit, his/her seniority date would then be the date of his/her reentry into the Bargaining Unit.

## **ARTICLE 29 - UNION CHECKOFF**

Section 1. The Employer agrees that it will deduct from the wages of the Employees, the initiation fee and monthly/weekly dues and arrears uniformly required by the Union, provided it has a signed authorization from the Employee, and will forward same to the Union, during the month in which it is deducted, together with a list of the Employees from whom such deductions were made.

Section 2. The Employer will deduct from Employee's pay amounts due to any Credit Union affiliated with a Local Union and forward the same to the Credit Union, provided that the Employee has authorized the deduction in a form which may be revocable.

Section 3. A. The Employer agrees to deduct 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 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.

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

## **ARTICLE 30 - WORK SCHEDULES**

The Employer shall post a work schedule in ink for all Employees covered by this Agreement no later than 3:00 PM each 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.

## **ARTICLE 31 - POLYGRAPH**

The Employer agrees not to request, require, or accept any voluntary offer from any Employee to take a lie detector test, or any similar test.

## **ARTICLE 32 - TRANSFERS**

Reasonable transfers may be made by the Employer provided the Union and the Employee have been notified in writing at least seven (7) days in advance of the transfer or by phone or in person to be confirmed in writing. If a part-time Employee is transferred voluntarily and temporarily for a week or more to a store with a starting rate that is higher than the rate the Employee is currently earning, that Employee will receive, for the assigned time, that store's starting rate.

If a grievance should arise as a result of the intended transfer, then the Union and the Employer shall meet within the aforesaid seven (7) days for the purpose of making disposition of the grievance. Should the grievance not be settled at this meeting, the transfer shall be delayed for seven (7) days from the original date the transfer was to be made. No transfers will be made between Locals, except by mutual agreement between the Employer and the Union.

## **ARTICLE 33 - TRANSPORTATION**

Section 1. 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 basic public transportation fare.

Section 2. Whenever an Employee is transferred to a store beyond the area of the basic public transportation fare and uses his/her car to go to and from work, he/she receives mileage allowance at the rate of thirty-seven and one-half cents (\$0.375) per mile for miles traveled in excess of thirty (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 (30) miles.

Section 3. In those instances where an Employee moves his/her residence to a point more distant from his/her place of employment than when originally assigned to a store, he/she does not receive additional carfare or mileage allowance.

Section 4. The Employer shall not be liable for pay under this Article for any period more than six (6) months prior to the time the Employee brings this matter to the Local Union's attention as evidenced by notification by the Union to the Employer.

Section 5. Employees temporarily transferred for purposes of a store opening or remodeling where an overnight stay is required shall be reimbursed for all reasonable expenses incurred including, but not limited to, transportation, car mileage thirty-seven and one-half cents (\$.375) per mile, meals, and lodging.

Section 6. Where promotions are involved, transportation expenses shall be handled individually to the mutual satisfaction of the Employer, Employee, and the Union.

## **ARTICLE 34 - BULLETIN BOARDS**

The Employer agrees to provide space on store bulletin boards for the Union to post notices.

## **ARTICLE 35 - VALIDITY**

Section 1. In the event the law invalidates any Section of the contract, such Section shall become null and void, and the Union and the Employer shall meet to renegotiate that Section.

Section 2. Nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law. In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive maximum Union security, which may be lawfully permissible.

Section 3. In the event any government controls governing the conditions of this Agreement are modified or removed, the parties shall implement the Agreement so as to provide the maximum terms and conditions that are permissible by law.

## **ARTICLE 36 - TIME CLOCKS**

Section 1. The Employer agrees to have time clocks in all stores covered by this Agreement.

Section 2. All Employees in the Bargaining Unit shall properly record his/her time on the time cards.

Section 3. An Employee reporting for work shall punch his/her time card when ready for work with his/her store uniform on.

Section 4. An Employee having finished his/her workday shall punch out before removing his/her store uniform.

Section 5. Payrolls shall be prepared from the time card.

Section 6. Material falsification of any time card shall result in severe disciplinary action.

## **ARTICLE 37 - STEWARDS**

Section 1. The Union shall have the right to have a Union Steward in each of the Employer's stores covered by this Agreement.

Section 2. In addition to their seniority rights as regular Employees, Union Stewards shall have top seniority in layoffs due to lack of work.

Section 3. No Union Stewards shall be transferred unless such transfer is mutually agreed upon between the Employer and the Union.

Section 4. The duties of the Union Steward shall be to report any irregularities to the Union Office. In no instance shall the Union Stewards be discriminated against for discharging such duties.

Section 5. The Union shall supply the Employer with a list of the Union Stewards and the store locations. The Union will notify the Employer on all changes.

Section 6. The Employer agrees to provide one (1) day off (Monday, Tuesday or Wednesday) with pay for Union Stewards (maximum of two (2) per store) to attend the annual Steward Seminar.

## **ARTICLE 38 - MANAGEMENT TRAINEES**

It shall be understood that Management Trainees are being trained for positions outside the Bargaining Unit. The Employer shall notify the Local Union involved when an Employee is designated as a Management Trainee.



## **ARTICLE 39 - STORE CARDS/DECALS**

Store cards or decals of the Union shall be displayed in a prominent place in all of the Employer's stores covered by this Agreement, but these cards or decals shall at all times remain the property of the Union.

## **ARTICLE 40 - WAGE STATEMENT**

The Employer shall establish regular weekly paydays, except as it may change due to a holiday, and furnish to each Employee on such paydays a wage statement showing the date, name of the Employee, total hours worked, total amount of wages paid, and itemized deductions made therefrom.

## **ARTICLE 41 - SICK LEAVE**

Section 1. Any Employee hired or appointed to full-time shall receive their prorata full-time sick leave benefit based on months of service less any sick leave used during the year.

### **Section 2. Eligibility for full-time Employees**

A. Any full-time Employee hired prior to February 9, 1997 who is employed within the above periods shall be entitled to sick leave on the basis of one (1) day for each six (6) weeks of full-time continuous service; to a maximum of nine (9) sick days per year.

B. Full-time Employees hired on or after February 9, 1997 shall be entitled to five (5) sick days per contract year after one year of full-time service.

C. A full-time Employee who has unused sick leave at the end of any of the above years shall receive one hundred percent (100%) of the unused sick leave in cash.

### **Section 3. Eligibility for part-time Employees**

A. Part-time Employees hired prior to August 1, 1982 shall be eligible for twenty-four (24) hours of paid sick leave.

B. Part-time Employees hired on or after August 1, 1982 and prior to February 9, 1997, shall be eligible for paid sick leave as follows:

After 1 year of service 15 hours per contract year

After 2 years of service 24 hours per contract year

C. Part-time Employees hired on or after February 9, 1997 shall be entitled to fifteen (15) hours of paid sick leave per contract year after one (1) year of service.

D. A part-time Employee who has unused sick leave at the end of the contract year shall receive one hundred percent (100%) reimbursement of the unused sick leave in cash.

Section 4. In lieu of the above provisions, Grocery and Produce Department Heads shall receive up to four (4) weeks supplementary pay, as needed, for each illness or accident. Effective with the contract year beginning February 11, 2001, in the event that a Produce or Grocery

Department Head who is entitled to four (4) weeks supplemental pay per illness, does not take any sick leave during the sick leave year, then she/he will receive forty (40) hours pay at their straight time hourly rate at the end of each sick leave year.

## **ARTICLE 42 - AUTOMATION-MECHANIZATION-NEW CLASSIFICATIONS**

Section 1. The Employer 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.

Section 2. Prior to such introduction, the Union and the Employer shall meet and discuss the conditions by which such introduction will be made.

## **ARTICLE 43 - MISCELLANEOUS**

Pharmacists shall be considered professional Employees within the meaning of the Act and shall be excluded from the Bargaining Unit.

## **ARTICLE 44 - INTERPRETATION OF AGREEMENT**

The only person qualified to interpret this Agreement on behalf of the Union shall be those duly elected Officers of the Union who participated in the negotiations.

## **ARTICLE 45 - SAFETY**

Section 1. It is the Employer's intent to continue to provide a safe and comfortable work environment for all Employees.

Section 2. The Employer agrees to continue to comply with the safety regulations prescribed by the Occupational Safety and Health Act.

Section 3. During the term of the Agreement, the Employer and the Union agree to discuss establishment of a safety committee.

## **ARTICLE 46 - 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 Employer gives written notice by registered mail to the other that it desires to amend or terminate this 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.

  
\_\_\_\_\_  
PRESIDENT  
UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 1459, AFL-CIO

  
\_\_\_\_\_  
EXECUTIVE VICE PRESIDENT  
THE STOP & SHOP SUPERMARKET CO. LLC

## EXHIBIT A

### MEMORANDUMS OF UNDERSTANDING

The following understanding between UFCW Local 1459 and the Stop & Shop Supermarket Company LLC is a term of and is hereby made part of the Collective Bargaining Agreement dated February 15, 2004:

The parties agree to the following:

1. Supervisors for the Company will not perform functions in the store normally performed by the Employee with the exception of an emergency situation.
2. There will be no loss of jobs as a sole and direct result of vendors, brokers, or authorized representatives stocking merchandise.
3. All current practices are accepted and shall be allowed to continue.
4. Vendors, brokers, and authorized representatives shall stock their authorized merchandise. The Employer will provide the Union with a list of current vendors, brokers, or authorized representatives stocking merchandise, including what product lines they are stocking.
5. The Company will update the Union on a quarterly basis of any new vendors, brokers, or authorized representatives stocking their merchandise.
6. The parties agree to work in good faith to resolve any issues.

  
\_\_\_\_\_  
PRESIDENT  
UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 1459, AFL-CIO


  
\_\_\_\_\_  
EXECUTIVE VICE PRESIDENT  
THE STOP & SHOP SUPERMARKET CO. LLC


**EXHIBIT B**

**MEMORANDUM OF UNDERSTANDING**

The following understanding between UFCW Local 1459 and The Stop & Shop Supermarket Company LLC is a term of and is hereby made part of the Collective Bargaining Agreement dated February 15, 2004:

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

  
\_\_\_\_\_  
PRESIDENT  
UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 1459, AFL-CIO

  
\_\_\_\_\_  
EXECUTIVE VICE PRESIDENT  
THE STOP & SHOP SUPERMARKET CO. LLC

## EXHIBIT C

### MEMORANDUM OF UNDERSTANDING

The Following understanding between UFCW Local 1459 and the Stop & Shop Supermarket Company LLC is a term of and is hereby made part of the Collective Bargaining Agreement dated February 15, 2004:

1. The Parties have agreed to establish, on an experimental basis, a new four-day ten (10) hour straight time shift started and completed on any days between Monday and Saturday; available on a "voluntary" basis for all Employees. Prior to implementation, the Company and the Union will agree on the details of the new shift.
2. The Employer agrees to guarantee no loss of part-time positions as a result of this shift. The Company retains the right to terminate any particular four (4) day shift assignment upon notice to the Union and the Employee. The parties agree to review this experiment in twelve months from the date of this letter, and either party retains the right to terminate the program at that time.
3. The Employer agrees these provisions are for full-time Employees.
4. This will provide full-time Employees with ten (10) hours pay or all compensable days (i.e. sick, vacation, holidays, personal days, bereavement day, jury duty, etc.).
5. Employees working ten (10) hour shifts will only be eligible for overtime after ten (10) hours pay per day except for Sunday work.
6. The fifth (5th) day of a regular work week and the fourth (4th) day of a holiday work week shall be paid at time and one half (1-1/2).
7. The Employer shall have the right to exercise its judgment on qualifications and ability for Employees seeking 4x10 schedule and shall make the determination after giving due regard to seniority.



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PRESIDENT

UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 1459, AFL-CIO



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EXECUTIVE VICE PRESIDENT

THE STOP & SHOP SUPERMARKET CO. LLC

## EXHIBIT D

### MEMORANDUM OF UNDERSTANDING (This exhibit is maintained for historical purposes only)

The following understanding between UFCW Local 1459 and the Stop & Shop Supermarket Company is a term of and is hereby made part of the Collective Bargaining Agreement dated February 11, 2001:

1. The Part-time Employer contributions to the National Fund during the life of this agreement will pay for the full cost of the agreed AUCR to maintain the current Part-time benefits.
2. The Full-time Employer contributions to the National Fund will, during the life of the agreement, pay for the full cost of the agreed AUCR to maintain the following future service monthly benefit levels for all Full-time active Employees on or after the date of ratification:

Effective Date:	<u>March 1, 2001</u>	<u>March 1, 2002</u>	<u>March 1, 2003</u>
	\$62.00	\$64.00	\$69.00

3. The Company and the Union will make a request to the Board of Trustees of the National Fund to merge the Part-time group that originated from the merged UFCW New England Fund into the Part-time plan of the National Fund.
4. The Company and the Union will make a request to the Board of Trustees of the National Fund to permit using part of the New England Fund merger contingency fund to provide benefits to eligible Full-time participants of the Merged Funds as close to the benefits agreed to for the Full-time participants of Stop & Shop covered by the Collective Bargaining Agreement between Stop & Shop and the UFCW Locals 328 and 1445 covering the meat unit. This will take into consideration any changes in Area 1's AUCR.
5. The Company agrees that UFCW eligible FT and PT participants shall receive the same pension terms and benefits as those provided to the eligible FT and PT participants of UFCW Local 328 and 1445 under the Clerk's contract during the term of this Agreement.

## **EXHIBIT E**

### **BAKE-OFF DEPARTMENT**

The Employer recognizes the Union as the Bargaining Representative for the Employer's Employees working at Bake-Offs operated by the Employer, which are not adjacent or contiguous to the Meat Department. Separate wages and conditions will be negotiated for these Employees.

### **BUMPING PROCESS**

In Section 3 of Article 28 ("Seniority"), the "agreed upon area" is understood to be: Local 1459.

### **CASH CONTROL**

If applicable, the Employer will provide bags with locks to be used by Employees on cash control to secure their trays when they are not working at the register.

### **DISCOUNT INSURANCE CHECKOFF**

1. The Employer agrees to deduct weekly and remit monthly, from Employees who have signed deduction authorization cards, authorized amounts to the insurance carrier designated by UFCW Local 1459.
2. The Employer shall assume no obligation, financial or otherwise, arising out of the provisions of this letter, and the Union shall indemnify and hold the Employer harmless from any claims, demands, suits or other forms of liability that might arise out of or by reason of action taken or not taken in respect to deduction of monies made pursuant to this checkoff. After any funds have been remitted as set forth above, the sole and exclusive obligation and responsibility for the disposition of the funds shall fall upon the designated recipient of the funds.
3. All deductions and transmittals shall be subject to and shall be made in strict accordance with all applicable laws.

### **FIFTEEN-YEAR-OLD EMPLOYEES**

The four (4) hour daily minimum for part-time Employees described in Article 12 (Hours) Section 2(D), 3rd paragraph is revised for fifteen (15) year old Employees to the extent necessary to comply with current child labor laws. Said fifteen (15) year old Employees shall work no less than three (3) hours per day or fifteen (15) hours per week.

### **GENERAL MERCHANDISE CLERK**

1. This letter of understanding clarifies the scope of the Recognition Clause of the Contract in certain circumstances. It is not applicable to circumstances not covered below, in which case express language of the Contract shall prevail.
2. The Employer recognizes the Bargaining Unit shall include persons (including Employees of concessionaires and/or licensees) employed in its food supermarkets included in the Recognition Clause and not excluded from the Bargaining Unit, who perform work previously done by its Employees and persons (including Employees of concessionaires and/or licensees) who perform



work not previously done by its Employees which is part of normal supermarket operations or which it is contemplated will be done by Employees in the General Merchandise Clerk classification.

### **INCENTIVE PROGRAMS**

The Employer may institute hiring and retention incentive programs, including scholarship, Employee referral and stick around bonus programs, which may be initiated and terminated at the discretion of the Employer and which shall not be subject to Article 27 (Grievance and Arbitration) of the Collective Bargaining Agreement.

### **INDUSTRIAL CLAIM ACCIDENTS**

If an Industrial Accident claim has been filed, and no payment has been made within thirty (30) days from the date of filing, the Employer will notify the Employee on the option regarding a waiver from the Health & Welfare Fund.

### **NEW STORES**

It is agreed that a new store shall be defined as one which has been opened for a period of six (6) months or less.

### **TRANSFER BETWEEN STORES**

1. The parties agree that the Employer may transfer and interchange Employees between Stop & Shop stores and converted Edwards stores in East Longmeadow and Westfield.
2. It is understood that those Employees transferring into Local 1459's jurisdiction must have been on the payroll as of February 25, 1997 or newly hired in either the East Longmeadow or Westfield store.
3. Transferred Employees shall continue to be covered by their pre-transfer Collective Bargaining Agreement.
4. Further, if either store were to close, those Local 1459 members promoted and/or transferred into one of these locations shall be transferred back into Local 1459's jurisdiction with no loss of position or wages.

### **WAIVERS**

1. In reference to Article 12, Sections 1 and 2 and Article 14, Section 12(F) Part-time (1) last sentence and the fifteen year old Employee's provision under this Memorandum of Understanding - Exhibit A: The Employer agrees to produce a waiver form which includes language informing Employees of their right to withdraw said waiver at any time.

2. Copies of signed waivers shall be mailed to the Union office.



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PRESIDENT  
UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 1459, AFL-CIO



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EXECUTIVE VICE PRESIDENT  
THE STOP & SHOP SUPERMARKET CO. LLC

**EXHIBIT F**

**February 15, 2004**

**LETTER OF UNDERSTANDING**

Scott L. Macey, President  
UFCW Local 1459  
33 Eastland Street  
Springfield, MA 01109

Dear Mr. Macey:

This letter of understanding sets forth an agreement concerning the 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.

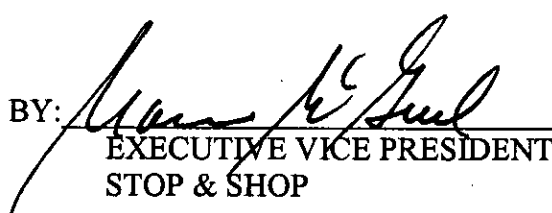
FOR THE UNION:

FOR THE COMPANY:

BY:

  
SCOTT L. MACEY, PRESIDENT  
LOCAL 1459, AFL-CIO

BY:

  
EXECUTIVE VICE PRESIDENT  
STOP & SHOP

## EXHIBIT G

### MEMORANDUM OF UNDERSTANDING

(This exhibit is maintained for historical purposes only)

The Following understanding between UFCW Local 1459 and the Stop & Shop Supermarket Company is a term of and is hereby made part of the Collective Bargaining Agreement dated February 11, 2001:

The Company and Union will establish an Educational Fund (the "Fund"). The establishment of the Fund must comply with all laws and payments to the fund must be tax deductible by the Company. The parties agree that a legal opinion must be obtained in this regard.

Upon the establishment of said Fund, total contributions during the term of this Agreement shall be equal to one month's Health and Welfare contributions. In addition, the Company and the Union agree that the Company will be granted a one-month holiday and shall be allowed not to make a monthly Health and Welfare contribution. Thus the Company and Union agree that the Company may make 10 months Health & Welfare contributions during the first year of the Agreement. Should any payment not be tax deductible to the Company, then the Company's contribution to the Fund and one month holiday will be adjusted accordingly to reflect the tax consequences.

We have been advised through counsel that the following activities, if properly carried out, may be *financed by the Fund, consistent with Federal Law:*

- a. Educational seminars for members and shop stewards;
- b. Development of market share and area standards;
- c. Publication of newspapers and periodicals to advance workplace safety and to promote trade unionism.
- d. Promotion of Internet utilization, and the development of web sites of interest to members;
- e. Establishment of scholarships for Fund participants and their dependents; and
- f. Payment of certain legal defense costs incurred by Fund Members.

It is understood that the Fund is for the benefit of all members of Local 1459.

**ADDENDUM A**  
**STOP & SHOP 401K PLAN FOR UFCW LOCAL 1459 MEMBERSHIP**  
**MAJOR PLAN PROVISIONS**

This 401K program is a retirement savings plan with special tax-deferred status. That means that the government allows you to contribute to the plan before taxes are deducted from your pay. As long as your money stays in the plan you do not have to pay taxes on your contribution or any earnings. This section provides a summary of the main features and benefits of the Stop & Shop Supermarket Company 401K Plan for Eligible Bargaining Unit Employees.

**Your Contributions** You decide how much you want to be set aside automatically from your pay every pay period. You can change that amount at any time by calling the toll-free Fidelity Retirement Benefits Line after you begin contributing. The toll-free telephone number will be provided once you begin contributing to the plan.

**Eligibility**

- Minimum age 21
- Minimum service one year

**Contribution Percentage**

- Minimum employee contribution 2%
- Maximum employee contribution 15%
- No company matching contribution

**Enrollment Dates**

- January 1 or July 1 following one year of service

**Investment Choices**

- Five funds. One stable value fund and four mutual funds with different levels of risk. All funds with Fidelity.

**Hardship Withdrawals (prior to age 59½)**

- Allowed for:
  - purchase of primary residence
  - finance higher education
  - uncovered medical expense
  - funeral expense
  - avoiding eviction or mortgage foreclosure
  
- Withdrawals (age 59½ and later) - anytime

**Distribution Upon Termination**

Lump Sum Only (includes rollovers)

## Administration and Cost

### Administrator and Trustee: Fidelity Investments

- Daily Account Valuations
- Voice Response System
  - Call in for account balance
  - Call in to transfer money between funds
  - Call in to change contribution rate
- Quarterly participant statements to be mailed by Fidelity
- Fidelity administrative cost: \$20 per participant per year charged to participant accounts (\$5 per quarter)
- Effective date of plan: June 1, 1997

February 15, 2004

Scott L. Macey, President  
UFCW Local 1459, AFL-CIO  
33 Eastland Street  
Springfield, MA 01109

SUBJECT: NEW STORE OPENING IN VERMONT

Dear Mr. Macey:

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.

FOR THE STOP & SHOP SUPERMARKET COMPANY LLC

  
\_\_\_\_\_  
EXECUTIVE VICE PRESIDENT