

UFCW/

AGREEMENT entered into as of October 6, 2002 between <sup>UFCW/</sup> RETAIL, WHOLESALE, & CHAIN STORE FOOD EMPLOYEES UNION, LOCAL 338, affiliated with the Retail, Wholesale and Department Store Union, AFL-CIO (the Union), and THE STOP & SHOP SUPERMARKET COMPANY, Quincy Center Plaza, Quincy, Massachusetts 02169 (the Employer), WHEREIN IT IS AGREED AS FOLLOWS:

**ARTICLE 1**  
**DEFINITION AND COVERAGE**

(a) This Agreement covers, and the term "employee" or "employees" as herein used includes all of the Employer's present and future full-time and part-time employees (other than store managers, butchers and meat wrappers) employed in all departments in all of the present and future supermarkets and stores operated by the Employer. Any jurisdictional dispute concerning the representation of employees employed in any replacement stores shall be resolved solely by the UFCW International Union.

(b) The term "supermarket" or "supermarkets", "store" or "stores" as herein used includes supermarkets, stores, shops, concessions, leased departments and establishments contained herein.

Notwithstanding any language in the first paragraph of this section, the Employer shall have the right to lease space to a concession to operate the following types of businesses: banks, dry cleaners only, and individuals working in said leased space or concessions shall not be covered by the collective bargaining agreement between Local 338 and the Employer. Should control and operation of any such leased space or concession become the responsibility of the Employer, then Local 338 shall have jurisdiction over the employees employed therein.

(c) The term "full-time employee" as herein used means an employee working 30 hours or more within the regular work week.

(d) The term "part-time employee" shall mean an employee working less than 30 hours within the regular work week.

(e) The term "employees" includes both full time and part time employees, except where otherwise expressly provided.

(f) The term "regular employee" means an employee who has completed his/her trial period.

**ARTICLE 2**  
**UNION RECOGNITION AND UNION SHOP**

(a) The Employer recognizes the Union as the exclusive collective bargaining representative for all the Employer's employees covered by this Agreement.

(b) All present full-time and part-time employees who are members in good standing in the Union shall, as a condition of continued employment, maintain membership in good standing in the Union during the life of this Agreement through regular payments to the Union of the periodic dues and the initiation fees uniformly required as a condition of acquiring and retaining membership. All new full-time employees, and all present full-time employees who are not members in good standing in the Union, shall, as a condition of continued employment, join the Union thirty days after the date of their employment or the effective date of this Agreement

Duration: 10/6/02 - 10/7/06

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or the date of the execution of this Agreement, whichever is later, and all new part-time employees, and all present part-time employees who are not members in good standing in the Union, shall, as a condition of continued employment, join the Union sixty days after the date of their employment or the effective date of this Agreement or the date of the execution of this Agreement, whichever is later, except that part-time employees shall not be required to join the Union until they have completed their trial period and shall thereafter maintain membership in good standing in the Union during the life of this Agreement through regular payments to the Union of the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership.

The Union shall make membership in the Union available to all full-time and part-time employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union. Upon receipt of a written notice from the Union to the Employer that a full-time or part-time employee is not a member in good standing in the Union, as herein provided, such employee shall forthwith be discharged. Membership in good standing in the Union shall not be construed in violation of the provisions of applicable law.

### **ARTICLE 3** **UNION CARD**

The Union shall lend to the Employer a Union Store Card issued by the Union which shall remain the Union's property. The termination of this Agreement or any breach or violation of the provisions of this Agreement by the Employer shall be sufficient cause for the removal of said Card by the Union.

### **ARTICLE 4** **TRIAL PERIOD AND TENURE OF EMPLOYMENT**

(a) Full-time employees not previously employed by the Employer shall be employed on trial for a period of 30 calendar days. However, when a new store is opened by the Employer and for a period of 60 days from the date of such opening, the trial period shall be 60 days from the respective dates of hire for all new full-time employees hired for such store; provided further, however, that after such store has been open for 60 days, any employee therein still on trial and any employee thereafter hired shall serve no more than a total aggregate trial period of 30 days, including days of work prior to the time the new store was open for 60 days. During such trial period, such employee on trial may be dismissed without notice or cause. Upon the expiration of such trial period or upon notice to the Union by the Employer to that effect prior to the expiration of such trial period, such newly employed employees shall automatically become and be deemed to be regular full-time employees.

(b) All part-time employees hired on or after October 6, 2002 shall have a probationary period of sixty (60) calendar days. When a new store is opened, part-time employees who have not completed their trial period shall be subject to the same requirements as above stated in paragraph (a) for full-time employees, but in addition, their trial period shall not be deemed completed until they have been employed ninety (90) calendar days. Upon satisfactory completion of their trial period, all terms and conditions of employment shall be retroactive to their 60<sup>th</sup> day of employment, as permitted by law.

(c) The Employer shall promptly notify the Union in writing when it has hired employees, furnishing the names and social security numbers of the employees hired and the date of their hiring.

(d) Regular full-time employees working 40 hours weekly who are so employed at the date of the execution of this Agreement or who are so hired after the date of the execution of this Agreement shall be guaranteed 40 hours' work weekly during the entire term of this Agreement, subject, however, to the provisions of this Article.

(e) The work week of regular full-time employees working 30 hours or more weekly shall not be reduced without prior written notice to and the prior consent of the Union. The provisions of this paragraph shall not apply to those employees covered by paragraph (d) of this Article.

Regular part-time employees except those who are available on a limited basis such as Friday night or Saturday, will be scheduled for no less than sixteen (16) hours on a regular and continuing basis and further provided that they are available to work the Employer's schedule and there is no drop in business.

(f) In the event of a continued decline in business, continued lack of work, or in the case of a store closing, the Employer may lay off regular full-time employees and/or regular part-time employees in inverse order of seniority provided a one (1) week written notice is given to the Union and to the employee(s). The Employer shall, if possible, notify the Union in writing two (2) weeks in advance of any store closing. In the case of a store closing, the same number of regular full-time employees and the same number of regular part-time employees as employed in the store being closed shall be laid off in accordance with the following layoff procedure.

Seniority shall be determined by continuous service in a job classification within a department on a bargaining unit-wide basis (Company-wide or by division where applicable).

A. Layoffs shall be by seniority based on the following:

1. *Job Classification:*

- a. Assistant Manager\* & Department Head
- b. Bookkeeper, Scanning Coordinator & Front-End Employee
- c. Receiving clerk
- d. Regular full-time clerk
- e. Full-time service clerk
- f. Regular part-time clerk
- g. Part-time service clerk
- h. Part-time courtesy clerk
- i. Lead bakery clerk

\*Assistant Manager Classification grandfathered as of October 5, 2002.

2. *Departments:*

- a. Front End
- b. Grocery
- c. Produce
- d. Deli - Appetizer
- e. Dairy - Frozen

3. *Geographical Area Seniority:*

Area A- 5 Boroughs of New York

Area B - Nassau and Suffolk Counties

Area C - Westchester County

Area D - Rockland, Putnam, Orange, Dutchess, Sullivan and Ulster Counties and other counties in the state of New York where applicable.

B. The least senior full-time employee in each of the above job classifications in a department within a geographical area may exercise their seniority rights over the least senior similar classification in another geographical area.

C. The least senior Assistant Manager, Department Head, Bookkeeper, Scanning Coordinator or Front-End employee may exercise their seniority rights over the least senior full-time clerk provided their seniority as a regular full-time employee is greater than the person they are replacing.

D. For the purpose of this section, regular employees are employees who have completed their trial period. Probationary or temporary employees shall be laid off prior to regular full-time and regular part-time employees.

E. Seniority shall be established from the date of hire for regular full-time employees hired as full-time. The date of conversion to regular full-time shall establish the full-time seniority date in the instance of a regular part-time employee promoted to regular full-time.

F. The Employer shall recall laid-off and/or reduced regular employees before hiring new employees in the classification(s) laid-off or reduced. This recall shall last up to six (6) months from the date of lay off or reduction and shall be in inverse order of seniority. Recalls shall be based on job classification and seniority. Furthermore, regular employees that opted for part-time in lieu of a lay off, shall retain recall for up to twelve (12) months if they stay employed. Should a full-time position in their job classification become available in their geographical area, they shall be offered same, if qualified, before the Employer hires new employees.

Any employee who fails to report to work within one week after the date of mailing by registered mail of written notice of recall, except for justifiable excuse, shall be deemed to have waived his/her right to reemployment. Such notice shall be so sent to the last address on file with the Employer.

G. Regular full-time employees may exercise their seniority rights over regular part-time employees by job classification in a department within their geographical area first, and then in the other geographical areas. Eligible full-time employees electing not to be reduced to part-time status shall be laid off. Full-time employees accepting part-time status to avoid a layoff shall be paid a rate of pay equal to their last part-time rate plus all raises they would have received as a part-time employee. If such reduced full-time employee was never a part-time employee, they shall receive their starting rate plus all subsequent raises they would have received as a part-time employee.

H. Full-time employees who have been transferred or promoted to another job classification shall retain seniority in their former job classifications in their former departments, and, if subject to such layoffs, shall be retransferred to their former job classifications and departments in accordance with their seniority in such former job classifications and departments.

(g) Before completion of their trial period, new employees may be dismissed without notice or cause and without consent of a representative of the Union. No regular employee shall

be discharged except for just cause. In the event that a duly authorized representative of the Union shall not consent to the discharge, the dispute with respect to such discharge shall be subject to the grievance and arbitration procedure outlined in Article 28 – Arbitrations contained herein.

(h) The Employer may summarily discharge an employee for drinking on the job, sale of drugs, or use of drugs on the job other than for medicinal purposes, dishonesty or physical assault on the job, willful sabotage of company property, subject, however, to the right to arbitrate hereunder whether such discharge was for just cause. The arbitrator shall be empowered to render such award as shall be just and reasonable in the premises.

(i) If an employee is suspended by the Employer, the grievance procedure in Article 28 Arbitrations shall be followed. Should the arbitrator decide that the suspension was not for just cause or that the length of suspension was too long, the Employer shall pay the employee for lost time as determined by the arbitrator.

(j) No employee shall be discharged for refusing to cross a legal picket line in front of his/her Employer's stores established by another Labor organization in a primary Labor dispute with the Employer or a subsidiary or an affiliate thereof, and the Union shall not be liable therefore.

## **ARTICLE 5** **HOURS OF WORK**

(a) The maximum regular weekly hours of work for all employees shall be forty hours, divided into a work week of five days, Monday through Saturday.

(b) The maximum regular daily hours of work for all employees shall be eight hours.

(c) Work performed on Sunday shall not be part of the regular work week. The Employer agrees to give preference for Sunday work to regular employees covered by this Agreement.

(d) The hours of work of all employees shall be continuous.

(e) Any employee working at least eight hours on any day shall be entitled to one continuous hour for meals on such day. Any employee working at least six hours but less than eight hours on any day shall be entitled to one continuous meal period of forty five minutes on such day. Such meal times shall not be considered working hours.

(f) All full-time employees shall be given two 15-minute rest periods daily, and all part-time employees shall be given a 15 minute rest period for each four (4) hours worked each day, but in no event more than two (2) such periods in any such day. Such rest periods shall be considered working time.

(g) Full-time employees working a 40-hour 5-day week may be required by the Employer to work a sixth day during the Monday through Saturday week; such sixth day must be at least a 4-hour work day. Employees shall work overtime as required by the Employer. The Employer shall give the employees affected 24 hours' prior notice of work required on the sixth day of the week and 4 hours' prior notice of all overtime work required on the same day.

(h) Any regular full-time employee who works on a Sunday shall be scheduled for at least four (4) hours. Any regular full-time employee who works on a Holiday shall be scheduled for eight (8) hours' work provided the store is open for eight (8) hours and further provided the employee is available to work eight (8) hours.

(i) Any regular part-time employee who works on a Sunday or Holiday shall be scheduled a minimum of four (4) hours' work provided the employee is available to work.

(j) Daily hours (including Sunday) and daily start times shall be assigned to regular employees based upon the requirements of the business. Weekly schedules shall be posted on Friday by 3:00 p.m. for the following workweek.

(k) The Company may introduce a four (4) day ten (10) hour workweek for full-time employees on a voluntary basis. The Company may have full discretion of the establishment and elimination of the new shift. Holiday, sick, vacation, personal holiday, jury duty and funeral leave pay will reflect the ten (10) hour schedule. There shall also be an additional five (5) minutes added to the PM break for those employees working the four (4) day ten (10) hour workweek. These full-time employees shall receive time and one-half for all hours worked in excess of forty (40) hours in a week or in excess of ten (10) hours in any day. In a Holiday workweek, full-time employees shall receive time and one-half after thirty (30) regular hours if they are on a four (4) day ten (10) hour workweek. The introduction of this four (4) day ten (10) hour shift does not affect the overtime provisions for those full-time employees working the five (5) eight (8) hours workweek.

(l) Part-time employees – All part-time employees who have completed their trial period and who work in excess of twenty-nine (29) regular hours in a workweek shall receive time and one-half their regular hourly rate of pay for those regular hours worked over twenty-nine (except as noted in Article 9 – Vacations Part-Time (d)). In the event any part-time employee works six (6) consecutive weeks in excess of twenty-nine regular hours, the employee will be reclassified to full-time.

## **ARTICLE 6** **WAGES**

The wage and related provisions for all employees covered by this Agreement are set forth in Appendix "A" hereto annexed and made a part hereof.

## **ARTICLE 7** **OVERTIME AND PREMIUM PAY**

(a) Any work in excess of eight (8) hours in any day, or 40 hours in any week, and any work on Sunday or on any day of rest or on any holidays as herein provided, is and shall be considered overtime work. Overtime work shall be compensated at the rate of one and one-half times the regular hourly wage. On the holidays provided hereunder, such overtime pay shall be in addition to the pay herein provided for such holidays. Sunday work shall be compensated based on the following:

Full-Time (employed prior to January 1, 1990) or Part-Time (employed prior to January 1, 1987) employees who received double time for all hours of work performed on Sunday shall receive a frozen premium rate which is equal to the hourly straight time rate of pay they were earning as of January 1, 1996. In addition to the frozen premium hourly rate of pay, they shall receive their regular hourly rate of pay for all hours of work performed on Sunday. As their regular hourly rate increases, the frozen premium remains the same. If their hourly rate decreases, their frozen premium hourly rate will be equal to the hourly rate entitled to had the

decrease occurred on January 1, 1996. If their hourly rate increases as the result of a promotion to Assistant Manager or Department Head, their frozen premium hourly rate will be equal to the frozen premium hourly rate for that job classification on January 1, 1996.

All regular part-time employees hired on or after January 1, 1987, shall receive one and one-half (1 1/2) times their regular rate of pay for work performed on Sundays. Full-time employees hired on or after January 1, 1990, shall receive one and one-half (1 1/2) times their regular rate of pay for work performed on Sundays.

Full-time employees paid double time for Sunday work, if converted to part-time status, shall continue to be paid double time. Part-time employees paid time and one-half (1 1/2) for Sunday work, if converted to Full-time status prior to January 1, 1990, shall be paid double time. Part-time employees paid double time for Sunday work, if converted to full-time status, shall continue to be paid double time. Part-time employees paid time and one-half (1 1/2) for Sunday work if converted to full-time after January 1, 1990, shall continue to be paid time and one-half (1 1/2) for Sunday work. Full-time employees hired on or after January 1, 1990, who receive time and one-half (1 1/2) for Sunday work, if converted to part-time status, shall continue to be paid time and one-half (1 1/2) for Sunday work.

All regular full-time and regular part-time employees shall be given a reasonable opportunity to work on Sundays on a rotating basis.

(b) Full-time employees (other than assistant managers and department heads) reporting for work at 4 P.M. or later shall receive therefore, in addition to their regular hourly wage, premium pay of 10% of their regular hourly wage. Such premium pay shall be deemed part of their regular hourly wage with respect to applicable hours hereunder in calculation of overtime pay under the provisions of this Agreement. Such premium pay shall be paid only for the weeks when such employees work such late shift. There shall be no change from such late work shift during the work week. No employee shall be changed to such late shift without the consent of the Union. A \$50.00 per week cap shall apply to persons assigned to such shifts on or after October 1, 1995, except those who were hired prior to 10/01/95 and subsequently assigned to the night shift as a consequence of a lay off.

(c) Full-time employees (other than assistant managers, department heads and employees covered by paragraph (b) of this Article) reporting for work on any day before 4 P.M., if required to work after 7 P.M. on any day, shall receive, in addition to their regular hourly wage, premium pay of \$1.00 per hour for all work after 7 P.M. on any day, except that for all hours worked in excess of eight (8) hours on any day, they shall be compensated at the overtime rate of one and one half times their regular hourly wage.

(d) All full-time clerks hired after October 1, 1986, other than those working on a regular night pack out crew who are assigned to a late shift shall be paid \$2.00 per shift premium in addition to their regular pay. A late shift is one that commences at 12:00 noon or later.

(e) All regular part-time employees assigned to a night pack out crew, shall receive a 10% premium for all hours worked. Regular part-time employees who are not assigned to a night pack out crew shall receive a 10% premium for all hours worked after 12 AM (Midnight). In no event shall the weekly 10% premium exceed \$50.00 for a regular part-time employee.

(f) Night differentials of 10% for eligible full-time or part-time employees will be included in sick pay, unused sick pay, holiday pay, personal pay and vacation pay.

(g) There shall be no pyramiding or duplication of overtime and/or premium pay.

(h) In the event there is a change in the Sunday rate of pay for new part-time employees in the stores covered by the Local 342-50 Collective Bargaining Agreement, Local 338 agrees to meet and discuss with those Employers the changes that are negotiated pertaining to the Sunday rate of pay for new part-time employees.

Any change in the Sunday rate of pay is subject to a vote and ratification by the membership of Local 338 in each company.

## **ARTICLE 8** **HOLIDAYS**

(a) The following holidays shall be paid holidays for all regular full-time employees, regardless of length of employment, and all regular part-time employees hired on or before October 5, 2002 employed for three (3) continuous months, or longer, except as provided in Paragraph (b) of this Article:

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

(b) All regular part-time employees hired after October 5, 2002 shall be eligible for each of the holidays listed in paragraph (a) of this Article after six (6) months of continuous service of employment. All regular full-time employees who have completed their trial period prior to October 1, 1995, shall receive six additional paid personal holidays in each calendar year so that they shall receive twelve paid holidays in each calendar year, and 13 paid holidays in years in which there is a Presidential Election. One of the paid personal holidays shall be the employee's birthday. In the event that any said employee's birthday falls on a Sunday, or his/her scheduled day off, or on one of the holidays listed in paragraph (a) of this Article, then said employee will be entitled to his/her scheduled work day immediately following or on a day mutually agreed to by the Employer and the Union. Regular full-time employees shall be given two (2) of such personal holidays during the first six (6) months of the calendar year and two (2) of such personal holidays during the second six (6) months of the calendar year. The remaining personal holiday may be taken any time during the calendar year. These holidays may be taken at the employee's option, provided that two (2) week's advance notice is given to the Employer and that the personal holiday selected is not during a week in which another paid holiday occurs, and provided further that the Employer may refuse to grant the personal holiday on the date requested by such employee if the operation of the store will be disrupted. If the employee elects to observe a religious holiday, it will be counted as one of his/her personal holidays. An employee who selects a religious holiday shall be given preference for that day off.

All regular full-time employees completing their trial period on or after October 1, 1995, shall receive two (2) Personal Holidays and one (1) Birthday in the calendar year after completing one (1) year employment; three (3) Personal Holidays and one (1) Birthday in the calendar year after completing two (2) years of employment; and five (5) Personal Holidays and one (1) Birthday in each calendar year after completing three (3) years of employment.

(c) All regular part-time employees employed for three (3) continuous months or longer shall be paid four (4) hours' pay for each of the holidays listed in paragraph (a) of this



Article thereafter occurring. All regular part-time employees completing their trial period prior to October 1, 1995 and employed for seven (7) continuous months or longer shall thereafter receive three (3) additional paid personal holidays yearly with four (4) hours' pay for each such day. One of the paid personal holidays shall be the employee's birthday. In the event that any said employee's birthday falls on a Sunday, or his/her scheduled day off, or on one of the holidays listed in paragraph (a) of this Article, then said employee will be entitled to his/her birthday holiday on the scheduled work day immediately following or on a day mutually agreed to by the Employer and the Union. Of the other two (2) personal holidays to which a part-time employee may be entitled, one shall be granted in the first six (6) months of the calendar year and one shall be granted in the second six (6) months of the calendar year. Subject to the foregoing, personal holidays may be taken at the employee's option, provided that two (2) weeks' advance notice to the Employer is given, the personal holiday is not in a week in which another holiday occurs, and provided further that the Employer may refuse to grant the personal holiday on the date requested by the employee if the operation of the store will be disrupted.

All regular part-time employees completing their trial period on or after October 1, 1995, shall receive one (1) Personal Holiday in the calendar year after completing one (1) year of employment; one (1) Personal Holiday and one (1) Birthday in the calendar year after completing two (2) years of employment; and two (2) Personal Holidays and one (1) Birthday in the calendar year after completing three (3) years of employment.

(d) In order to qualify for holiday pay, employees shall work their regularly scheduled day before the holiday and shall also work their regularly scheduled day following the holiday except for excused absence on either or both of such days, which excuse shall not be unreasonably denied.

(e) All hours worked by full-time employees in excess of 32 hours during a week in which one of the personal or legal holidays fall will be paid for at the rate of one and one-half times the regular hourly rate.

(f) In the event that any regular full-time employee leaves his/her position or is discharged or laid off without having received his/her named holiday pay up to that date, then such employee shall receive the balance of his/her named holiday pay up to that date. Such employee shall also receive personal holiday pay pro rated on the basis of one day for each two months' work.

(g) In the event that any regular part-time employee leaves his/her position or is discharged or laid off without having received his/her named holiday pay up to that date, then such employee shall receive the balance of his/her named holiday pay up to that date as well as personal holiday pay pro rated.

## **ARTICLE 9** **VACATIONS**

### **FULL-TIME**

(a) Regular full-time employees completing their trial periods prior to October 1, 1995, employed for six months or more, but less than one year, prior to September 30th in any year of this Agreement, shall receive one continuous weeks' vacation for six months' employment and one additional day's vacation for each month's employment in excess of six months, but not exceeding two weeks' vacation, with full pay in advance in each such year of this Agreement.

(b) Regular full-time employees completing their trial period prior to October 1, 1995, employed for one year or more prior to September 30th in any year of this Agreement, shall receive two continuous weeks' vacation with full pay in advance in each year of this Agreement.

(c) Regular full-time employees completing their trial period on or after October 1, 1995, shall receive vacation based on the following:

- employed less than 1 year but more than 7 months prior to 9/30 = 1 day per month up to a maximum of 5 days during their 1st year of employment.
- employed 1 year prior to 9/30 = 1 week vacation
- employed less than two years prior to 9/30 = pro-rata vacation
- employed 2 years prior to 9/30 = 2 weeks' vacation

(d) All regular full-time employees employed for seven years or more prior to September 30th in any year of this Agreement, shall receive three continuous weeks' vacation, with full pay in advance in each year of this Agreement.

(e) All regular full-time employees employed for ten years or more prior to September 30th in any year of this Agreement, shall receive four weeks' vacation with full pay in advance in each such year of this Agreement.

(f) All regular full-time employees employed for twenty five (25) years or more prior to September 30th in any year of this Agreement, shall receive five weeks' vacation with full pay in advance in each such year of this Agreement.

(g) All regular full-time employees working continuously a six day work week shall be paid vacation pay computed on the basis of their weekly earnings for such 6-day work week.

(h) Regular full-time employees regularly scheduled and working less than 40 hours weekly at any time during the year immediately prior to their vacation shall have their vacation pay based upon their average weekly straight time hours worked during such year.

(i) For the purpose of computing an employee's length of employment hereunder, he/she shall be credited with his/her length of employment with the Employer, as well as with his/her length of employment with his/her prior Employers whose business or stores have been purchased or in any way acquired, in whole or in part, directly or indirectly, by the Employer.

(j) Vacations shall be given during June, July, August or September of each year of this Agreement; except that in the case of employees presently entitled to four (4) or five (5) weeks' vacation hereunder, three weeks of such vacation shall be continuous and shall be given during said months and the fourth and fifth weeks' vacation may be given at any time during the calendar year. The vacation period shall be fixed by the Employer and communicated to the

Union and the employees at least four weeks in advance. Such assignment will be made with due consideration for the seniority of the employee.

However, effective January 1st, 1985, employees first becoming eligible for more than two (2) weeks' vacation may have such additional week or weeks scheduled by the Employer at a time outside of the June-September normal vacation period.

(k) In the event that any full-time employee who has been employed for six months or more leaves his/her position or is discharged or laid off prior to the vacation period for that year or during or after the vacation period but without having received his full vacation for that year, then, nevertheless, such employee shall receive his/her full pro rata vacation pay at the time he/she either leaves his/her position or is discharged or laid off. All full-time employees laid off by the Employer before the completion of their six (6) month qualifying period shall receive proratable vacation for each month of continuous service rendered except those employees who have been discharged for good cause and/or voluntarily left their employment.

(l) In the event that any holidays provided herein shall occur during an employee's vacation period, such employee's vacation period shall be increased, with full pay, to include an equivalent number of days to make up for such holidays.

#### **PART-TIME**

(a) All regular part-time employees completing their trial period prior to October 1, 1995, working 800 hours or more in any yearly period prior to September 30th, shall receive 25 hours' vacation pay in advance in each subsequent year of this Agreement. If such employee also worked 800 hours or more in any subsequent yearly period prior to September 30th, he/she shall receive 50 hours vacation pay in advance in each subsequent year of this Agreement. All regular part-time employees completing their trial period on or after October 1, 1995, shall receive vacation based on the following:

- employed 800 hours by 9/30 = 20 hours
- employed 2 years or 800 hours by 9/30 = 40 hours

Regardless of when a regular part-time employee completed their trial period, if he/she works 800 hours or more and has completed seven (7) years employment prior to September 30th, he/she shall receive 75 hours' vacation pay in advance in each subsequent year of this Agreement. If such employee also works 800 hours or more and has completed ten (10) years employment prior to September 30th, he/she shall receive 100 hours vacation pay in advance in each subsequent year of this Agreement; if he/she works 800 hours or more and has completed twenty-five (25) years employment prior to September 30th, he/she shall receive 125 hours' vacation pay in advance in each subsequent year of this Agreement. A regular part time employee who has been employed for one (1) year or more having less than the required 800 hours shall receive prorata vacation.

(b) For the purpose of computing an employee's length of employment hereunder, he/she shall be credited with his/her length of employment with the Employer, as well as with his/her length of employment with his/her prior Employers whose business or stores have been purchased or in any way acquired, in whole or in part, directly or indirectly, by the Employer.

(c) Vacations shall be given during June, July, August or September of each year of this Agreement; except that in the case of employees presently entitled to four (4) or five (5) weeks' vacation hereunder, three weeks of such vacation shall be continuous and shall be given during said months and the fourth and fifth weeks' vacation may be given at any time during the

calendar year. The vacation period shall be fixed by the Employer and communicated to the Union and the employees at least four weeks in advance. Such assignment will be made with due consideration for the seniority of the employee.

However, effective January 1st, 1985, employees first becoming eligible for more than two (2) weeks' vacation may have such additional week or weeks scheduled by the Employer at a time outside of the June-September normal vacation period.

(d) Regular part-time employees may work up to forty hours weekly during the months beginning May 15, June, July, August through September 15 and during named holiday weeks, but shall nevertheless be considered part-time employees while so working, and Article 5(l) shall not apply during this period. The Employer shall, while they are so working, at its sole expense, without deductions from them, fully cover them under the New York State Disability Benefit Law.

(e) All regular part-time employees who have completed one (1) year of service or more shall receive their pro-rata vacation upon their termination of employment, except when discharged for just cause.

## **ARTICLE 10** **MANAGEMENT**

Subject to the provisions of this Agreement, the Employer has the right to establish policies and manage stores covered by this Agreement and direct the employees, including but not limited to, the right to hire, discharge for just cause, suspend for just cause (subject to authorization by the Employer's President or Vice President for Human Resources and Labor Relations or their other specific designee), promote, demote, layoff, transfer and assign employees, to fix openings and closing store hours, to designate employees' working hours, maintain order and efficiency and supervise the employees.

## **ARTICLE 11** **NO INDIVIDUAL AGREEMENTS**

The Employer will not enter into individual agreement of any kind with an employee, nor accept nor require any security of any kind from an employee.

## **ARTICLE 12** **CHECKOFF**

Under the written authorization of the employees in accordance with applicable law, the Employer shall, on the first weekly pay day in each calendar month, deduct from the wages of each such employee a sum equal to such employee's Union dues, fees, assessments and any other deduction for which the employee has voluntarily signed a check-off card, which the Employer shall pay over to the Union or its duly authorized representative, receiving the Union's receipt therefor. Such deductions must be paid over to the Union on or before the 20th day of each and every month, covering the amounts so deducted for that month.

The Employer agrees to deduct and transmit to the Treasurer of RWDSU Local 338 PAC the amount specified for each hour worked from the wages of those employees who voluntarily

authorize such contributions on the forms provided for that purpose by RWDSU Local 338 PAC. These transmittals shall occur monthly and shall be accompanied by a list of the names of these employees for whom such deductions have been made and the amount deducted for each such employee.

**ARTICLE 13**  
**EMPLOYMENT OF MINORS**

The Employer does hereby agree not to employ any minors which shall constitute a violation of any provisions of the State or Federal statutes in such cases made and provided.

The parties agree that, notwithstanding anything to the contrary contained in the collective bargaining agreement, part-time employees under eighteen (18) years of age may be scheduled to work less than four (4) hours per day, but not less than three and one-half (3 ½) hours per day, on those days and during those seasons (school year) when to do so would be a violation of law or regulation. This does not preclude these employees from their break.

**ARTICLE 14**  
**VISITS BY UNION REPRESENTATIVES**

The business agent or any authorized representative of the Union may visit the stores of the Employer at any time during business hours for the purpose of interviewing or observing the employees or for the purpose of conferring with the Employer. Business Agents may visit the stores during non-business hours, provided they inform management in advance of said visit.

**ARTICLE 15**  
**SHOP STEWARDS**

(a) The Employer recognizes the right of the Union to have one (1) full-time shop steward in each store.

(b) The full-time shop steward in each store shall not be transferred without prior notice to and discussion with the Union.

(c) The Union may provide the Employer with a list of the names of its authorized business representatives and shop stewards and will keep said list current.

(d) The Employer will, with adequate notice, arrange for one (1) full-time shop steward from each store to attend the annual shop steward seminar. The Employer will pay each full-time steward that attends the annual seminar eight regular straight-time hours of pay.

(e) Shop stewards shall not handle grievances and shall not interfere with the operation of the Employer's business and shall not cause or engage directly or indirectly in any unauthorized strikes, work stoppages, slowdowns or job actions.

**ARTICLE 16**  
**BULLETIN BOARDS AND NOTICES**

The Company shall install a bulletin board for the use of regular Union notices at a mutually convenient location within the store.

**ARTICLE 17**  
**MORE BENEFICIAL TERMS**

The Employer shall continue to grant its employees any and all terms and conditions previously granted by it more beneficial to its employees than those herein contained.

**ARTICLE 18**  
**HEALTH AND WELFARE FUND**  
**RETIREMENT FUND,**  
**AND DENTAL AND LEGAL SERVICES FUND**

(a) Health and Welfare Fund

1. Full-time employees. The Employer shall pay to the Local 338 Health and Welfare Fund for each of its regular full-time employees covered by this Agreement the monthly contribution of:

Effective Date:	<u>10/06/02</u>	<u>03/01/03</u>	<u>01/01/04</u>	<u>01/01/05</u>	<u>01/01/06</u>	<u>10/01/06</u>
Amount:	\$192	\$275	\$280	\$330	\$360	\$329

2. Part-time employees. The Employer shall pay to the Local 338 Health and Welfare Fund for each of its regular part-time employees covered by this Agreement the monthly contribution of:

Effective Date:	<u>10/06/02</u>	<u>03/01/03</u>	<u>01/01/04</u>	<u>01/01/05</u>	<u>01/01/06</u>	<u>10/01/06</u>
Amount:	\$35	\$92	\$99	\$105	\$115	\$90

(b) Retirement Fund

1. Full-time employees. The Employer shall pay to the Local 338 Retirement Fund for each of its regular full-time employees covered by this Agreement the monthly contribution of:

Effective Date:	<u>10/06/02</u>	<u>01/01/03</u>	<u>01/01/04</u>	<u>01/01/05</u>	<u>01/01/06</u>
Amount:	\$104	\$120	\$130	\$150	\$155

2. Part-time employees. The Employer shall pay to the Local 338 Retirement Fund for each of its regular part-time employees covered by this Agreement the monthly contribution of:

Effective Date:	<u>10/06/02</u>	<u>01/01/03</u>	<u>01/01/04</u>	<u>01/01/05</u>	<u>01/01/06</u>
Amount:	\$36	\$45	\$50	\$55	\$60

(c) Dental and Legal Services Fund

1. Full-time employees. Effective November 1, 2002, there shall be no contribution to the Dental and Legal Services Fund. Effective October 1, 2006, the Employer shall pay to the Local 338 Dental and Legal Services Fund for each of its regular full-time employees covered by this Agreement the sum of \$31.00 per month.

2. Part-time employees. Effective November 1, 2002, there shall be no contribution to the Dental and Legal Services Fund. Effective October 1, 2006, the Employer shall pay to the Local 338 Dental and Legal Services Fund for each of its regular part-time employees covered by this Agreement the sum of \$25.00 per month.

(d) Commencement of Payments. All payments above provided to the Health and Welfare Fund, the Retirement Fund and the Dental and Legal Services Fund shall commence as follows:

1. In the case of regular full-time employees payment shall commence with the first calendar month following the first month of employment.

2. If a full-time employee is hired on or before the 15th of a month, he/she shall be deemed to have been employed for the entire month; if he/she is hired after the 15th of a month, he/she shall be deemed to have been hired on the first of the following month.

3a. In the case of regular part-time employees payments shall commence with the first calendar month after the employee has been employed for three (3) consecutive calendar months except as provided in Appendix "A" (gg).

3b. In the case of part-time employees hired after January 1, 2003, the payments to the Funds shall commence the first calendar month after six months of employment.

(e) Payments during non-working periods: In the event any regular employee shall not be working due to illness or disability, the Employer shall continue to make payments hereunder to the Local 338 Health and Welfare Fund, to the Local 338 Retirement Fund and to the Local 338 Dental and Legal Services Fund for each such employee, but not for more than 13 weeks of illness or disability during any contract year of this Agreement.

(f) Books and records. The Union and said respective Funds shall have the right at all times to examine the Employer's books and records for the purpose of determining whether the Employer is complying with the provisions of this Agreement.

(g) Disability Benefit Law. The Employer shall, during the term of this Agreement, at its sole expense and without deduction from its part-time employees, fully cover its part-time employees under the New York State Disability Benefits Law.

(h) Date of payments. All payments due from the Employer to the Local 338 Health and Welfare Fund, the Local 338 Retirement Fund and the Local 338 Dental and Legal Services Fund, must be paid on or before the 20th day of each and every month covering the amounts payable hereunder for the preceding months. All payments shall be without any deductions from employees.

(i) Notwithstanding any other provisions herein the Union shall have the right to strike in the event that an Employer is delinquent in making contributions to an affiliated Fund in accordance with the terms of the Agreement.

**ARTICLE 19**  
**401(K) PROGRAM**

The Company shall establish a 401K program without matching contributions by the Employer.

**ARTICLE 20**  
**SICK LEAVE**

(a) In the first contract year of his/her full-time employment each regular full-time employee who has completed his/her trial period prior to October 1, 1995, and worked continuously for three (3) months shall be entitled to receive a maximum of nine (9) days of sick leave with pay in each contract year provided that if the employee has not worked 12 months during his/her first contract year, sick leave will be prorated. In succeeding contract years the employee shall receive the full amount of sick leave above mentioned without pro ration. All unused sick leave shall be paid to eligible employees within 30 days of the end of the contract year. A contract year means the period October 1st to September 30th.

All regular full-time employees completing their trial period on or after October 1, 1995, shall receive sick days based on the following:

- after 3 continuous months' employment employee shall receive 1 day per month up to a maximum of 4 days in the first sick leave year, a maximum of 6 days in the second sick leave year, and a maximum of 9 days in the third sick leave year.

(b) Part-time employees with one year of continuous service shall be entitled to three (3) scheduled days' paid sick leave per year. A part-time employee with two years of continuous service shall be entitled to four (4) scheduled days' sick leave per year. A part-time employee with three (3) years or more of continuous service shall be entitled to five (5) scheduled days' paid sick leave per year. A part-time employee with two (2) years or more of continuous service shall be paid for unused sick days at the end of each contract year, on the basis of four (4) hours' pay for each unused day.

(c) An employee who is injured on the job and is directed by a medical doctor not to continue work shall be paid his usual day's wages at straight time for the day on which the injury occurred and such day shall not be considered sick leave.

(d) In the event an employee is terminated due to a lay off or retirement, such employee, if eligible, shall receive payment for unused sick leave on a pro-rata basis.

**ARTICLE 21**  
**FUNERAL LEAVE**

(a) Regular full-time employees who, after 30 days of continuous employment, have a death in the immediate family, shall be entitled to three (3) working days off with pay for actual time lost. The "immediate family" shall be limited to the employee's father, mother, sister, brother, spouse, children, spouse's parent, and verified legal guardian.



(b) Regular part-time employees who, after 30 days of continuous employment, have a death in the immediate family, shall be entitled to funeral leave as provided for regular full-time employees, but on a pro-rated basis. Such employees shall be compensated for actual time lost as set forth on the weekly work schedule.

(c) All employees after 30 days of employment shall be entitled to one day paid leave for a regularly scheduled work day lost to attend the funeral of an employee's grandparent or grandchild.

(d) In the event of a death of the spouse or child of a full-time or part-time employee, said employee shall receive five (5) days off without loss in pay.

## **ARTICLE 22** **JURY DUTY**

Any employee employed continuously for three months or longer who is required to perform jury duty shall be paid the difference between his/her regular straight time earnings and any payment paid for service as a juror not exceeding two weeks in any year (if Grand Jury, up to thirty (30) working days over the term of the Agreement); provided, however that the juror's fee earned by him on his/her regular day off shall be excluded in computing the pay to be granted him. The employee shall work on any of his/her regularly scheduled workdays, when he/she is not required to serve on a jury.

## **ARTICLE 23** **LEAVE OF ABSENCE**

(a) When a female employee with one year or more continuous employment leaves because of maternity, she will be granted a leave of absence without loss of seniority for a period not exceeding six months. She shall give the Employer two weeks' prior notice before taking such leave of absence. Upon request for reinstatement, which shall be no less than two weeks before she intends to return to work, she shall furnish a doctor's certificate showing she is able to perform the normal duties of her job. During the leave of absence, all fringe benefits, including time worked for vacation credit, will be forfeited.

The employer shall also comply with all State and Federal laws relating to Leaves of Absence, including its policy on the Family Medical Leave Act. To the extent that a conflict exists between laws or among the laws and the contract terms, the provisions and interpretations most beneficial to the employees shall prevail.

(b) An employee absent from work due to illness or injury shall retain his/her seniority for a period not to exceed twelve (12) months.

(c) Any employee elected or appointed to a full-time union office shall be granted a leave of absence without loss of seniority.

(d) Temporary Union leaves of absence for up to three (3) months shall not be unreasonably denied. The Employer shall be given reasonable notice of such temporary leave request.

**ARTICLE 24**  
**NO LIE DETECTOR TEST**

The Employer shall not require nor request its employees to submit to any lie detector tests.

**ARTICLE 25**  
**NO DISCRIMINATION**

The Employer shall not discriminate against any employee because of race, color, religion, sex, age, national origin, disability, sexual orientation, protected Union activity or any other characteristic protected by law.

**ARTICLE 26**  
**STORE LINEN**

The Employer shall, at its own cost and expense, furnish and launder the customary store coats, aprons and Company required uniforms, while Polo type shirts furnished by the Employer shall be laundered by the employee.

**ARTICLE 27**  
**TRANSFERS AND TRAVEL PAY**

The Employer shall have the right to transfer any employee from one store to another, provided, however, that all transfers shall be limited to within a reasonable radius of the employee's home or last store location. In the case of permanent transfers, one week's prior notice shall be given by the Employer to the employees and to the Union. Temporary transfers of one week or less of employees for the convenience of the Employer need not be reported by the Employer to the Union. In the event of an employee being transferred from one store to another store, the Employer shall reimburse the employee for the additional fares, tolls and gasoline costs resulting from such transfer, unless such transfer results from a store closing, is in lieu of a layoff or is at the employee's request. However an employee who accepts a promotion or a reclassification to full-time status shall not be entitled to travel pay as a result of said promotion or reclassification upon the employee's initial transfer, but shall be entitled to travel pay on all additional transfers in which increased travel costs occur. Should an employee move his or her residence the Employer shall not be responsible for any additional cost.

**ARTICLE 28**  
**ARBITRATION**

(a) Should any dispute arise between the Employer and the Union or any employees concerning the interpretation or application of any of the terms and provisions of this Agreement, or any alleged breach of this Agreement, and the Employer and the Union shall be unable to adjust said dispute between themselves, the said dispute, at the request of either the Employer or the Union, shall be submitted to arbitration under auspices of and in accordance with the rules of

the American Arbitration Association or a mutually agreed upon panel, at the conclusion of the grievance procedure described below. The decision or the award of the Arbitrator shall be final and binding and conclusive upon the Employer, the Union and the employees. The compensation of the Arbitrator, if any, shall be borne equally by the parties. No decision in an arbitration shall constitute a precedent in any subsequent case, and each case shall be considered solely on its own merits and shall be based upon the terms of this Agreement.

**First Step:** The employee may report his/her grievance to the Store Manager or the Union Representative and these parties shall meet to discuss the grievance. These parties shall meet within three (3) working days of the reporting of the grievance to the Store Manager. If the grievance is not resolved within two (2) working days of the Step 1 meeting, then the Union may proceed to Step 2.

**Second Step:** The Union Representative and the Employer's Market Supervision shall meet within three (3) working days of the conclusion of the Step 1 meeting to attempt to settle the grievance. If the grievance is not resolved within two (2) working days of the Step 2 meeting, the Union may proceed to Step 3.

**Third Step:** Within three (3) working days, the Labor Relations Director or designee and the Union Representative shall meet to discuss the outstanding grievance and endeavor to settle the grievance. In the event the grievance is not resolved within five (5) working days of the Step 3 meeting, the grievance may be submitted to arbitration.

(b) The sole remedy for any breach or threatened breach of this Agreement shall be arbitration as provided. Resort shall not be made to courts or government agencies except to compel arbitration or to enforce the arbitration award.

(c) A violation or breach of this Agreement by any employee or employees shall not be considered a violation or breach of this Agreement by the Union.

(d) A grievance by an employee against an Employer concerning disciplinary action, must be filed by the employee within fifteen (15) days after written notice by the Employer to the employee and to the Union of such discipline, otherwise the grievance shall be deemed to be waived. Any grievance other than for disciplinary action, must be filed in writing by the employee or the Union to the Employer within nine (9) months of the first grievable action, otherwise the grievance shall be deemed to be waived. Employee underpayment claims and Employer overpayment claims may not exceed nine (9) months.

(e) Notwithstanding any other provisions herein the Union shall have the right to strike in the event that an Employer is delinquent in making contributions to an affiliated Fund in accordance with the terms of this Agreement.

## **ARTICLE 29** **SEPARABILITY**

It is expressly understood and agreed between the parties hereto that the provisions of this Agreement shall be deemed to be independent of each other, and that if any provisions of this Agreement shall be judicially declared to be invalid because contrary to law, or shall otherwise become ineffective under any legally binding order or decision of any Court, Board or governmental agency, or by operation of law, the invalidity or ineffectiveness of such provision shall not invalidate

any other provisions of this Agreement; it being the express intention of the parties hereto that all other provisions of this Agreement shall not be affected thereby, but shall continue in full force and effect for the period of this Agreement. It is further expressly understood and agreed that if any provision or the enforcement or performance of any provision of this Agreement shall at any time be contrary to law, then such provision shall not be applicable except to the extent permitted by laws; and that if at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law. It is the understanding and agreement of the parties that the provisions of this Agreement are retroactive or effective as herein expressly provided except as prohibited by controlling law, in which event such respective provisions shall be retroactive to, and/or effective, when and to the extent permitted by controlling law.

**ARTICLE 30**  
**TERMINATION**

This Agreement shall be effective as of October 6, 2002 and shall terminate on October 7, 2006.

**ARTICLE 31**  
**SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused their presence to be duly executed as of the day and year above written.

STOP & SHOP, INC.

By William M. Vaughan

Sr. Vice President

Title

2/20/03

Date

RETAIL, WHOLESALE & CHAIN STORE FOOD EMPLOYEES UNION LOCAL 338

By [Signature]

President Local 338

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Title

2/24/03

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Date

**APPENDIX "A"**  
**WAGE AND RELATED PROVISIONS**

(a) The minimum weekly wage for a 40 hour, 5 day work week for assistant managers (who were hired or appointed on or before October 5, 2002), shall be:

Effective:	<u>10/06/02</u>	<u>10/05/03</u>	<u>04/04/04</u>	<u>10/03/04</u>	<u>04/03/05</u>	<u>10/02/05</u>	<u>04/02/06</u>
Amount:	\$938	\$953	\$963	\$978	\$998	\$1,013	\$1,033

(b) The minimum weekly wage for a 40 hour, 5 day work week for grocery, produce, dairy-frozen food, appetizing and delicatessen department heads designated by the Employer (who were hired or appointed on or before October 5, 2002), shall be:

Effective:	<u>10/06/02</u>	<u>10/05/03</u>	<u>04/04/04</u>	<u>10/03/04</u>	<u>04/03/05</u>	<u>10/02/05</u>	<u>04/02/06</u>
Amount:	\$912	\$927	\$937	\$952	\$972	\$987	\$1,007

(c) The Employer will grant each assistant manager (who was hired or appointed on or before October 5, 2002), and grocery, produce, dairy-frozen food, appetizing and delicatessen department head the following applicable wage increases per week for a 40 hour, 5 day work week:

Effective:	<u>10/06/02</u>	<u>10/05/03</u>	<u>04/04/04</u>	<u>10/03/04</u>	<u>04/03/05</u>	<u>10/02/05</u>	<u>04/02/06</u>
Amount:	\$20	\$15	\$10	\$15	\$20	\$15	\$20

(d) The Employer will grant each regular full-time grocery, dairy-frozen food, produce, appetizing and delicatessen clerk and each scale attendant, cashier, porter, checker, store clerical, wrapper, receiving clerk and miscellaneous employee (who was hired or appointed on or before October 5, 2002), the following applicable wage increases per week for a 40 hour, 5 day work week:

Effective:	<u>10/06/02</u>	<u>10/05/03</u>	<u>04/04/04</u>	<u>10/03/04</u>	<u>04/03/05</u>	<u>10/02/05</u>	<u>04/02/06</u>
Amount:	\$20	\$15	\$10	\$15	\$15	\$10	\$20

(e) Minimum weekly wage for regular full-time clerks (who were hired or appointed on or before October 5, 2002) shall be:

Effective:	<u>10/06/02</u>	<u>10/05/03</u>	<u>04/04/04</u>	<u>10/03/04</u>	<u>04/03/05</u>	<u>10/02/05</u>	<u>04/02/06</u>
Amount:	\$395	\$410	\$420	\$435	\$450	\$460	\$480

Minimum hourly rate for regular part-time clerks (who were hired or appointed on or before October 5, 2002) shall be:

Effective:	<u>10/06/02</u>	<u>10/05/03</u>	<u>04/04/04</u>	<u>10/03/04</u>	<u>04/03/05</u>	<u>10/02/05</u>	<u>04/02/06</u>
Amount:	\$6.25	\$6.50	\$6.75	\$6.95	\$7.25	\$7.50	\$7.80

(f) Effective August 7, 2006, the minimum weekly wage for regular grocery, dairy-frozen food, produce and appetizing delicatessen clerks, and scale attendants, cashiers, porters, checkers, store clericals, wrappers, bakers and receiving clerks and miscellaneous employees for a 40 hour work week who had completed their trial periods on the same work week basis on or before October 5, 2002:

<u>As of October 5, 2002:</u>	<u>Shall earn as of August 7, 2006:</u>
\$400.00 or less per 40 hr week	\$505.00
\$401-\$425	\$530.00
\$426-\$450	\$555.00
\$451-\$475	\$580.00
\$476-\$500	\$605.00
\$501-\$525	\$630.00
\$526-\$550	\$655.00
\$551-\$575	\$680.00
\$576-\$600	\$705.00
\$601-\$625	\$730.00
\$626-\$650	\$755.00
\$651-\$700	\$805.00
\$701 or more per 40 hr week	\$840.00

(g) Assistant managers and grocery, produce, dairy-frozen food, appetizing-delicatessen department heads so employed prior to October 1, 1971 or January 2, 1972 (whichever is appropriate) shall each be guaranteed their overtime worked prior to October 1, 1971 or January 2, 1972 (whichever is appropriate) during the five (5) day work week, but only up to 12 hours during such five (5) day work week.

(h) The Employer will grant each regular part-time employee (who was hired or appointed on or before October 5, 2002), the following applicable wage increases per hour:

Effective:	<u>10/06/02</u>	<u>10/05/03</u>	<u>04/04/04</u>	<u>10/03/04</u>	<u>04/03/05</u>	<u>10/02/05</u>	<u>04/02/06</u>
Amount:	\$0.25	\$0.25	\$0.20	\$0.25	\$0.30	\$0.25	\$0.30

(i) Effective August 7, 2006, the minimum wage for regular part-time employees (who were hired or appointed on or before October 5, 2002), and who are earning:

<u>As of October 5, 2002:</u>	<u>Shall earn as of August 7, 2006:</u>
\$6.25 or less per hour	\$8.05 per hour
\$6.26 - \$6.50	\$8.30
\$6.51 - \$6.75	\$8.55
\$6.76 - \$7.00	\$8.80
\$7.01 - \$7.25	\$9.05
\$7.26 - \$7.50	\$9.30
\$7.51 - \$7.75	\$9.55
\$7.76 - \$8.00	\$9.80
\$8.01 - \$8.25	\$10.05
\$8.26 - \$8.50	\$10.30
\$8.51 - \$8.75	\$10.55

\$8.76 - \$9.00	\$10.80
\$9.01 - \$9.25	\$11.05
\$9.26 - \$9.50	\$11.30
\$9.51 - \$9.75	\$11.55
\$9.76 - \$10.00	\$11.80
\$10.01 - \$10.25	\$12.05
\$10.26 - \$10.50	\$12.30
\$10.51 - \$10.75	\$12.55
\$10.76 - \$11.00	\$12.80
\$11.01 - \$11.25	\$13.05
\$11.26 - \$11.50	\$13.30
\$11.51 or more per 40-hour week	\$13.55

(j) Regular full-time grocery, dairy-frozen food, produce and appetizing-delicatessen clerks, and scale attendants, cashiers, checkers, store clericals, bakers, receiving clerks and wrappers hired or appointed on or after October 6, 2002, and working a 40 hour, 5 day work week shall receive the following applicable minimum weekly wage for their classification subject, however, to the provisions of paragraph (1) of this Appendix:

	<u>10/06/02</u>	<u>10/03/04</u>
Step 1 - After thirty (30) days	\$395.00	\$415.00

And will receive an additional twenty (\$20.00) per week on six month anniversaries.

(k) Regular part-time employees (except service and courtesy clerks) hired or appointed on or after October 6, 2002 shall receive the following applicable minimum hourly wages and increases after completing their trial periods:

Effective October 6, 2002	\$6.25 per hour
Effective October 5, 2003	\$6.50 per hour
Effective October 3, 2004	\$6.75 per hour

Regular part-time service clerks and courtesy clerks may be hired at the applicable minimum wage and receive \$.25 per hour upon the completion of their trial period. Thereafter, all regular part-time employees (excluding regular part-time courtesy clerks) hired or appointed on or after October 6, 2002 shall receive a step wage increase of \$.20 per hour (and courtesy clerks shall receive said step increases at the rate of \$.15 per hour) every 6 months subject to the provisions of Paragraph (1) of this Appendix.

(l) All employees shall in any event receive a minimum wage increase of \$.25 per hour after completion of the trial period.

In the event of an increase in Federal or State minimum wage requirements, the Employer agrees to meet and discuss those rates impacted by the new minimum wage.

(m) Full-time employees whose trial period is longer than thirty days under the provisions of this Agreement and who complete their trial period hereunder, shall receive their first trainee progression wage increases and/or other wage increases hereunder retroactive to the 31st day of their employment.



(n) The provisions of this Appendix relating to employees working a 40-hour week shall apply pro rata to employees working 30 hours or more weekly in the proportion that their weekly hours of work bear to 40 hours.

(o) In the event that an employee regularly employed part time changes to regular full time employment, then for the purpose of computation of their wage and entitlements, such as sick, vacation and holidays, they shall be credited with 50% of the length of his/her part-time employment. For seniority it is the date of part time to full time (the day of such transfer).

(p) Any employee designated by the Employer to relieve a store manager for one or more weeks shall be paid the applicable minimum wage for store managers hereunder.

(q) Any employee working a 40-hour work week designated by the Employer to work as a front end employee, scanning coordinator or bookkeeper shall be paid a \$15.00 bonus for a 40-hour work week above his/her otherwise applicable wage. Any regular part-time employee designated by the Employer to work as a front end employee, scanning coordinator or bookkeeper shall be paid a \$.25 per hour bonus above his/her otherwise applicable wage.

(r) Any employee designated by the Employer to relieve a grocery, produce, dairy frozen food, appetizing or delicatessen department head or assistant manager for one or more weeks shall be paid a \$25.00 bonus for a 40-hour work week above his applicable wage.

(s) All employees shall receive their applicable wage increases hereunder or their applicable minimum wage scales hereunder, whichever is greater.

(t) Merit wage increases shall not be credited or charged against trainee progressions, anniversary or other wage increases hereunder.

(u) In no event shall the wages of any employee be decreased during the life of this Agreement. No employee shall in any event receive less than the applicable minimum wage herein provided for his/her classification. The minimum wage scale as herein fixed shall not be reduced during the life of this Agreement. In the event any employee classified as a porter or delivery man (where applicable) is required to work as a clerk, he/she shall be paid the entire day at the higher rate.

(v) Employees required to report for work on any day and who report for work on that day and who, through no fault of their own, are not permitted to work on that day, shall nevertheless, be paid their full day's pay for that day.

(w) The Employer shall pay each of its employees on a fixed day of each and every week the wages due such employees for the previous week.

(x) Should an employee be promoted by the Employer to department head or assistant manager, and should the difference between such employee's wage for a 40 hour, 5 day week in his/her old job classification and in his/her new job classification exceed \$25.00, such employee shall be paid the weekly wage hereunder for the higher job classification less such excess immediately upon such promotion, and shall be paid such excess starting with the satisfactory completion of a 60 day trial period in his/her new job classification. Employees promoted to Assistant Manager or Department Head shall receive their old rate plus \$25.00/40-hour week for the first 60 calendar days of the promotion and then the applicable Assistant Manager or Department Head rate upon completion of the trial. Newly-hired Assistant Managers or Department Heads shall be employed on trial for a period of sixty (60) calendar days. During such trial period, such newly-hired employee may be dismissed without notice or cause.

(aa) Notwithstanding the provisions of Article 1 or any other provision of this Agreement, should the Employer employ any extra employee for an eight (8) hour day, the Employer shall pay to the respective Funds the respective amounts provided below with respect to each such employee for each such day:

Local 338 - Health and Welfare Fund	\$10.00
Local 338 - Retirement Fund	\$7.00
Local 338 - Dental and Legal Services Fund	\$5.00

(bb) Stores consistently having gross sales of \$200,000 or less per week need not designate Department Heads; except for those Department Heads who were designated prior to October 1st, 1989. Anyone designated after October 1st, 1989 shall receive \$25.00 per week in addition to their base weekly wage. This is not intended to affect department heads designated as such prior to October 1st, 1992.

Stores consistently having gross sales of \$200,000 or less per week need not designate an Assistant Manager; except for those Assistant Managers who were designated prior to October 1st, 1995. Anyone designated after October 1st, 1995 shall receive \$25.00 per week in addition to their base (clerk) weekly wage or \$650.00 per forty hour work week, whichever is greater. This is not intended to affect Assistant Managers designated as such prior to October 1st, 1995. If the Employer opts not to designate an Assistant Manager in a store consistently having gross sales of \$200,000 or less per week, the Employer agrees not to assign a Co-manager to that same store.

All department heads and assistant managers appointed on or after January 1, 1999 in stores doing an average weekly business of \$200,000 or more shall earn:

(1) Upon completion of the trial period the Department Head shall receive \$700 for 40 hours' work or an additional \$25.00, whichever is greater. The Assistant Manager, upon completion of the trial period shall receive \$725 or an additional \$25.00, whichever is greater for a forty-hour week.

(2) Thereafter, these individuals shall receive the applicable general wage increase applicable to the position.

(3) All current department heads and assistant managers are grandfathered so that if they are reduced and subsequently re-appointed to the same position within 18 months, they would not have to serve a trial period. Any department head or assistant manager demoted on or after October 4, 1998 and subsequently re-appointed to his/her prior position shall receive their former rate plus any applicable wage increases.

(4) Effective January 1, 1999, the position formerly recognized as Dairy/Frozen Department Head shall be known as Dairy/Frozen Lead Clerk in stores doing over \$200,000 per week or more. The functions of the lead clerk shall be those formerly done by the department manager. The lead clerk shall receive \$25/week (\$0.625 per hour) above his/her regular clerk's pay. All current Dairy/Frozen Department Heads shall be grandfathered so that if they are reduced to a clerk and re-appointed as a lead clerk in either the dairy or frozen department within 18 months shall not be required to serve a trial period. Upon re-appointment at any time, they shall return to their full department head's pay with all increases granted department heads in the time they were not an active department head. There shall be no fewer than one full-time Dairy/Frozen lead clerk per store.

(5) Effective January 1, 1999, newly appointed night crew chiefs shall receive the clerk's rate plus a 10% night differential (not to exceed \$50) plus a premium of \$25 per week (\$0.625 per hour).

(6) Prior to any department head being demoted, the Union shall be notified and there shall be a meeting with the Union, the Employer and the employee.

(cc) All working time shall be recorded by assistant managers and department heads. Permanent written records of all paid hours of employees, as required by ERISA, shall be maintained by the Employer and reported and made available to the Trustees of the Local 338 Retirement Fund.

(dd) All newly hired full-time employees will receive credit of up to one (1) year's service for wages only if within the preceding twelve (12) months the prospective employees have worked in covered employment under Local 338 and have so noted on the application at the time of their employment.

(ee) A regular full-time employee reduced to a regular part-time employee shall receive a rate of pay equal to their last part-time rate or their hire rate (rate of pay at time of employment) plus all subsequent part-time raises they would have been entitled to had they remained part-time.

(ff) The Employer and the Union agree to establish a Joint Labor/Management Safety Committee and a Joint Staffing Development Sub-Committee. Also, the Employer agrees to participate in a committee consisting of Union Representatives and Company Management which will meet, as needed, for the purpose of reviewing complaints and alleged non-compliance with this Collective Bargaining Agreement.

The Employer reserves the right to introduce new technology. The Employer will meet and discuss with the Union the impact of this technology on the workforce.

(gg) Effective January 1, 1996, the Employer may hire part-time service clerks and part-time specialty clerks subject to the following:

A. PART-TIME COURTESY CLERK

Duties: Bagging, collecting shopping carts, cleaning around check stands, sweeping, replenishing bags, stocking magazines, candy and soda by check stands, displays by check stands, putting away overstock and throwbacks and manning the bottle register area.

1. Part-time Courtesy Clerks who are hired on or before October 5, 2002, the following applicable wage increases per week for a 40 hour, 5 day work week:

Effective:	<u>10/06/02</u>	<u>10/05/03</u>	<u>04/04/04</u>	<u>10/03/04</u>	<u>04/03/05</u>	<u>10/02/05</u>	<u>04/02/06</u>
Amount:	\$ .20/hr	\$ .10/hr	\$ .10/hr	\$ .15/hr	\$ .10/hr	\$ .15/hr	\$ .20/hr

2. Part-time Courtesy Clerks hired on or after October 6, 2002:

Effective:	<u>10/06/02</u>	<u>10/05/03</u>	<u>10/03/04</u>
Amount:	\$5.75/hr	\$5.90/hr	\$6.05/hr

(then .15 every six months afterward.)

B. PART-TIME SERVICE CLERKS

Duties: Services Clerks are classified as full-time and part-time employees who work in the following departments or sub-departments:

- 1) Bakery
- 2) GM/HBC
- 3) Best Sellers (GM/HBC)
- 4) Salad/Melon Bar (Produce)
- 5) Foods to Go, Prepared Foods (Deli)
- 6) Cheese Department (Deli)
- 7) Natural/Organic Foods
- 8) \* New Ventures

\* Managers who manage the New Venture Departments will be outside the Bargaining Unit.

1. Lead Bake Shop Clerks

Effective:	<u>10/06/02</u>	<u>10/05/03</u>	<u>04/04/04</u>	<u>10/03/04</u>	<u>04/03/05</u>	<u>10/02/05</u>	<u>04/02/06</u>
Amount:	\$20.00	\$15.00	\$10.00	\$15.00	\$10.00	\$15.00	\$10.00

Lead Bake Shop and new appointments on or after October 6, 2002:

\$600/wk or \$20 above their applicable rate whichever is greater.

2. Full-time Service Clerks and Bakery Clerks hired or appointed prior to October 6, 2002

Effective:	<u>10/06/02</u>	<u>10/05/03</u>	<u>04/04/04</u>	<u>10/03/04</u>	<u>04/03/05</u>	<u>10/02/05</u>	<u>04/02/06</u>
Amount:	\$20.00	\$15.00	\$10.00	\$15.00	\$10.00	\$15.00	\$10.00

Full-Time Service clerks hired or appointed on or after October 6, 2002 shall receive a minimum weekly rate of \$345 after 30 days employment and an additional \$20.00 on their six-month anniversaries thereafter and if hired on or after October 3, 2004, shall receive a minimum weekly rate of \$365 and an additional \$20.00 on their six-month anniversaries thereafter.

3. Full-time Bakery Clerks hired or appointed on or after October 6, 2002, shall receive a minimum weekly rate of \$370 after 30 days employment and an additional \$20.00 on their six-month anniversaries thereafter and if hired on or after October 3, 2004, shall receive a minimum weekly rate of \$390 and an additional \$20.00 on their six-month anniversaries thereafter.

4. Part-time Service Clerks hired or appointed before October 6, 2002:

Effective:	<u>10/06/02</u>	<u>10/05/03</u>	<u>04/04/04</u>	<u>10/03/04</u>	<u>04/03/05</u>	<u>10/02/05</u>	<u>04/02/06</u>
Amount:	\$.20/hr	\$.25/hr	\$.20/hr	\$.25/hr	\$.25/hr	\$.25/hr	\$.25/hr

Part-time Service Clerks hired or appointed on or after October 6, 2002, shall receive a minimum hourly rate of \$5.75 per hour after 30 days employment and an additional \$.20 increase on their six-month anniversaries thereafter, and if hired on or after October 5, 2003, shall receive a minimum hourly rate of \$5.95 per hour and an additional \$.20 increase on their six-month

anniversaries thereafter and if hired on or after October 3, 2004, shall receive a minimum hourly rate of \$6.15 per hour and an additional \$.20 increase on their six-month anniversaries thereafter.

C. PROVISIONS THAT APPLY TO COURTESY, BAKE AND SERVICE CLERKS

Wages:

See (k) of Appendix "A" and A and B of (gg) above.

Service, Courtesy and Bake Clerks shall be afforded special consideration for regular part-time clerk positions. When/if a Service, Courtesy or Bake Clerk is promoted to a regular part-time clerk position, he/she shall be credited with fifty percent of the length of his/her Service, Courtesy or Bake Clerk employment for wage purposes.

When/if a Service, Courtesy or Bake Clerk performs regular part-time clerk functions, he/she shall receive the applicable regular part-time clerk rate.

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