

6928

9,250 ex

AGREEMENT WITH  
THE STOP & SHOP SUPERMARKET COMPANY LLC

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 919

CHARTERED BY THE

U.F.C.W. INTERNATIONAL UNION

AFFILIATED WITH

AFL-CIO

Effective Date: February 15, 2004

Expiration Date: February 17, 2007

46 pages

## INDEX

	ARTICLE	PAGE
Automation-Mechanization-New Classifications .....	41	35
Bulletin Boards .....	32	32
Clerks' Work Clause .....	36	34
Crossing Picket Line.....	24	27
Death In Family .....	20	25
Duration.....	44	36
Employment of Union Members.....	2	1
General Conditions .....	3	2
Grievance and Arbitration .....	25	27
Health & Welfare.....	21	26
Holidays.....	10	4
Hours .....	12	7
Injuries.....	17	23
Interpretation of Agreement.....	43	36
Jury Duty .....	18	24
Leave of Absence .....	11	5
Local 919 Stewards.....	35	33
Management .....	16	23
Management Trainees.....	37	34
Military Duty .....	19	24
Miscellaneous .....	42	36
No Individual Agreements.....	8	4
No Reduction In Wages.....	9	4

	ARTICLE	PAGE
No Strikes - No Lockouts .....	23	27
Polygraph.....	29	31
Privileges.....	5	3
Recognition.....	1	1
Registers.....	7	3
Rest Periods.....	6	3
Retirement.....	22	26
Seniority.....	26	28
Sick Leave.....	40	35
Store Cards/Decals.....	38	34
Time Clocks.....	34	33
Transfers.....	30	31
Transportation.....	31	32
Union Checkoff.....	27	31
Vacations.....	15	22
Validity.....	33	32
Visiting Stores .....	4	3
Wages.....	14	9
Wage Statement.....	39	34
Wearing Apparel and Tools.....	13	9
Work Schedules.....	28	31

## AGREEMENT

This Agreement, entered into as of this 15<sup>th</sup> 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 United Food and Commercial Workers Union, Local 919 chartered by the U.F.C.W. 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 agent for all of its employees in its food supermarkets and any future food supermarket in the State of Connecticut, except supervisory employees and meat, fish, delicatessen and poultry department employees.

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 - All employees shall, as a condition of employment, become members of the Union, not later than the sixty-first (61st) calendar day following the date of their employment by the Employer, or not later than the sixty-first (61st) day following the execution date of this Agreement, whichever is later. Employees hired for new store openings and remodels shall, as a condition of employment, become members of the Union no later than the sixty-first (61st) calendar day following the date of the new or remodeled 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.

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. Seasonal area stores are located in the communities of New Milford, Clinton, Madison, Old Saybrook, Branford, Waterford and Groton.

SECTION 2 - The Employer agrees that each store will forward to the Union a copy of the completed Check-off Authorization card for each new hire at the end of each workweek. The Check-off 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 been employed beyond the probationary period.

**SECTION 4** - During the first sixty (60) calendar days of an employee's employment, he/she shall be on probation and may be discharged without cause. Employees hired for new store openings and remodels shall be on probation for sixty (60) calendar days following the date of the new store's opening or the grand opening of the remodeled store. Employees hired in seasonal area stores between Memorial Day and the Sunday after Labor Day shall be on probation during the first ninety (90) days of employment by the Company. Seasonal area stores are located in the communities of New Milford, Clinton, Madison, Old Saybrook, Branford, Waterford and Groton. Probationary employees are covered by this Agreement, and they shall be accorded all its benefits except Article 25, GRIEVANCE AND ARBITRATION.

**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 Supermarkets, one week's pay equal to his 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 Supermarket Company LLC in the amount of \$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 Company 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 9:00 PM, the Employer may require employees, by scheduling employees by inverse order of seniority to work until 9:00 PM.

**SECTION 5 - EMPLOYEE'S VEHICLES**

No employee shall be obliged to use a privately owned vehicle for company 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 an accessible first aid kit 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, handicap, 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-minute relief periods. Any employee scheduled for less than seven (7) hours shall receive one (1) fifteen-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 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.):

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Employee Birthday (if hired on or before 2/8/97)
- Anniversary Holiday (if hired on or before 2/8/97)
- (4) Personal Holidays (two weeks' prior notice)

SECTION 2 - ELIGIBILITY FOR PART-TIME EMPLOYEES

Part-time employees hired after July 11, 1982 shall be paid for the above listed holidays provided they have been continuously employed by the Employer for nine (9) months or more (except as noted below) and perform work on the last scheduled day before and the first scheduled day after the holiday occurs according to the following formula:

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

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

Part-time employees hired after 2/8/97 are eligible for six (6) named holidays after nine months of employment with two (2) additional personal holidays after one year in first half of calendar year and two (2) additional personal holidays after one year in the second half of the calendar year.

**SECTION 3 - ELIGIBILITY FOR FULL-TIME EMPLOYEES**

Full-time employees shall receive eight (8) hours of pay for any of the above listed holidays provided they perform work on the last scheduled day before and the first scheduled day after the holiday occurs.

Full-time employees hired prior to 2/8/97 shall receive eight (8) hours of pay for any of the above listed holidays after 60 days of continuous Full-time service, provided they perform work on the last scheduled day before and the first scheduled day after the holiday.

Full-time employees hired after 2/8/97 will be eligible for six (6) named holidays after 90 days employment with two (2) additional personal holidays after one year in first half of calendar year and two (2) additional holidays after one year in second half of calendar year.

**SECTION 4 - INELIGIBLE EMPLOYEES PAID STRAIGHT TIME FOR HOURS WORKED ON HOLIDAYS**

All employees hired after February 14, 2004 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.

**ARTICLE 11**  
**LEAVE OF ABSENCE**

**SECTION 1** - All employees with one 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 Vice President of Labor Relations, Stop & Shop Supermarket Company LLC, P.O. Box 1942, Boston, Massachusetts 02105, and the employee must mail a copy to the Local 919 Union Office. The authority to approve or disapprove a leave of absence shall be vested with the Vice President of Labor Relations, Stop & Shop Supermarket Company LLC.

**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 919. If the employee fails to return to work or communicate with the Vice President of Labor Relations before his 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:

1. He or she does not return to work when the leave of absence expires.
2. He or she works elsewhere while on leave without express permission in writing from the 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 or her normal duties, provided that the employee is able to resume such duties within six (6) months.

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

- B. Time lost by sickness, accident or pregnancy shall not be deducted in determining the eligibility of an employee's vacation time, seniority and wages.
- C. Qualified employees losing time due to sickness, accident, or pregnancy shall be covered under the Health and Welfare and Pension program - 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 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 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 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 months or more, and who was not eligible for any vacation benefits when he/she commenced his leave of absence, is not entitled to vacation benefits until he/she has been continuously employed for a period of three 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 elected term of office without pay. Upon proper notice an employee elected to public office not requiring his Full-time service shall be granted the necessary time off without pay to perform the duties of his office.

**SECTION 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 919, 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 of the following three (3) conditions shall exist.

1. Excessive absenteeism
2. Period exceeds four (4) weeks
3. 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 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.

**ARTICLE 12**  
**HOURS**

**SECTION 1 - FULL-TIME EMPLOYEES' WORK WEEK**

A. Regular Work Week: All Full-time employees - Monday through Saturday, five 8-hour days - 40 hours.

Holiday Work Week: All Full-time employees - four 8-hour days - 32 hours.

B. **FULL-TIME CLERKS HIRED OR APPOINTED FROM PART-TIME EMPLOYMENT PRIOR TO FEBRUARY 14, 1972**

May be scheduled to work one evening shift ending no later than 10:00 PM, and on the remaining four 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 evening shift ending no later than 10:00 PM and on the remaining four 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 shall be permitted to schedule Full-time clerk positions at the straight-time hourly rate to work until closing for up to five days in any workweek. Acceptance of such a position is on a voluntary basis. The provisions of this paragraph shall apply only to employees hired after March 17, 1985.

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

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

A. The hours of work determining the status of a Part-time employee shall be: thirty (30) hours per week or less. The Employer may work Part-time employees for up to and including forty (40) hours. During the period June 1 through September 30, Part-time employees may work up to and including forty (40) hours per week. They shall be paid for such work at their Part-time hourly rate of pay. Part-time employees will be paid the prorated Full-time rate for such hours worked in excess of thirty (30) regular hours per week and up to forty (40) hours. The prorated Full-time rate shall be determined on the basis of two (2) Part-time weeks equals one (1) Full-time week.

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

A Part-time employee shall be scheduled for no less than fifteen (15) hours a week, and for no less than four (4) hours per day, except for employees who legally cannot adhere to the above minimums. Part-time employees hired after February 10, 1979 shall be scheduled for no less than twelve (12) hours in a holiday week.

Part-time employees may be scheduled for fewer than the minimum number of 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, 40 hours in a regular week, 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 the employee's regular hourly rate. Part-time employees shall receive time and one-half (1-1/2) on his 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. 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 March 17, 1985, shall be paid one and one half times their hourly rate for such hours worked on a Sunday only. All employees hired after 2/12/94 shall be paid one and one half times their hourly rate for such hours worked on a holiday. All employees hired after February 14, 2004 who work on a Sunday will receive a premium of \$1.50 per hour for the first twelve months of employment, and will then receive time-and-one-half thereafter.
- C. 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.
- D. Work performed on Sundays and Holidays, as listed under Article 10, shall not be considered part of the scheduled workweek.
- E. Scheduled overtime shall be rotated within the store. Employees shall not lose their turn in the rotation. There shall be six groups within which employees shall be rotated\*:
1. Classified and other Full-time
  2. Part-time employees
  3. Office employees
  4. General Merchandise Clerks
  5. Courtesy Clerks
  6. Service Clerks

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

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

### SECTION 4 - PREMIUM SHIFT PAYMENT

A premium shift of 15% shall apply for work performed in stores that have a weekly volume in excess of \$30,000 per week and/or those stores open more than two 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 full hour for lunch between 11:00 AM and 2:00 PM, and not more than one 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 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 Saturday night off (6:00 PM on) after three (3) consecutive Saturdays.

**SECTION 9 – INELIGIBLE EMPLOYEES PAID STRAIGHT TIME FOR HOURS WORKED ON HOLIDAYS**  
All employees hired after February 14, 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 above listed holidays.

**ARTICLE 13**  
**WEARING APPAREL AND TOOLS**

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, or in freezers will be furnished with such protective outer clothing as needed.

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

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**

**Section 1 – Grocery and Produce Department Heads**

Those employees classified as Grocery or Produce Department Heads on February 14, 2004 shall receive the following General Wage Increases on the dates indicated.

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

Those employees appointed to Grocery and Produce Department Heads after February 14, 2004 shall receive the greater of \$20/wk over their rate at the time of their appointment, or \$845/wk, and any applicable General Wage Increases thereafter.

**Section 2 – Head Produce Clerks**

Those employees classified as Head Produce Clerks on February 14, 2004, shall receive the following General Wage Increases on the dates indicated.

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

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

	2/20/05	2/19/06
GWI	\$25.00	\$25.00

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

Section 3 – Full-time Clerks

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
GWI	\$25.00	\$25.00	\$25.00

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

Section 4 – Assistant Grocery Department Heads

Those employees classified as Assistant Grocery Department heads on February 14, 2004 shall receive the following General Wage Increases on the dates indicated.

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

Those employees appointed to Assistant Grocery Department Head after 2/14/04, shall receive the greater of \$20/wk over their rate at the time of their appointment, or \$615/wk, and each of the following General Wage Increases which occurs after their date of appointment as follows:

	2/20/05	2/19/06
GWI	\$25.00	\$25.00

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

**Section 5 -- Cash Department Head**

Those employees classified as Cash Department Heads on February 14, 2004 shall receive the following General Wage Increases on the dates indicated.

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

Those employees appointed to Cash Department Head after February 14, 2004 shall receive the greater of \$20/wk over their rate at the time of their appointment, or \$735/wk, and any applicable General Wage Increases thereafter.

**Section 6 -- Part-time Cash Department Head**

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

**Section 7 -- Head Florist Clerk and Full-time Florist Clerks**

Those employees classified as Heal 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
GWI	\$25.00	\$25.00	\$25.00

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

	2/20/05	2/19/06
GWI	\$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 2/15/04 shall receive the following General Wage Increases, if eligible, on the dates indicated. He/She shall receive \$10.00 (\$0.25/hour) per week over their rate.

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

Those employees appointed to Office Clerk on or after 2/15/04 shall receive \$10.00 per week over their rate at the time of appointment and each of the above General Wage Increases which occurs after the date of their appointment.

**Section 9 – Part-time Clerks and Checkers hired on or before 2/14/04**

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

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

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

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

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

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

Employees hired after 2/14/04:

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

**Section 10 – Courtesy Clerks**

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

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

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

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

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

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

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

Employees hired after 2/14/04:

	<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 clean-up 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 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 Porter on or before 2/14/04 shall receive the rate of \$7.25 per hour and each of the following General Wage Increases which occur after their date of appointment

General Wage Increases for Porters:

Full-Time:

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



Part-time:

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

Employees hired or appointed to full-time or part-time Porter after 2/14/04:

Full-time:

	<u>3 Months</u>	<u>15 Months</u>	<u>27 Months</u>
	.60¢	.50¢	.50¢

Part-time:

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

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 p.m. and 8:00 a.m.
- (B) The lunch period will consist of one-half hour to be taken within the eight-hour day. Time taken for lunch will be considered as working time. No provisions are made for rest periods.
- (C) The Night Stockers' total pay shall apply to Articles 10, 15, 17, 18, 20 and 40.
- (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 p.m. to 10:00 p.m., the local Union involved and the Employer shall meet and mutually agree on the starting time.
- (E) FULL-TIME
  - 1) Full-time employees appointed to the Night Crew on or after July 11, 1982 will be paid a \$1.00 per hour premium over his/her regular rate.
  - 2) All employees holding the classification of Full-time Night Crew clerk on February 14, 2004 shall receive the General Wage Increases if eligible for General Wage Increases under Section 3 of this Article.
  - 3) The regular workweek to consist of five (5) days of eight (8) hours each for a total of forty (40) hours.
  - 4) The holiday workweek to consist of four (4) days of eight (8) hours each for a total of thirty-two (32) hours.
- (F) PART-TIME
  - 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. Employees who cannot work either a six (6) or eight (8) hour night crew shift may voluntarily work fewer hours provided the employees sign a written waiver.

- 2) For all employees appointed to the Night Crew, a \$1.00 per hr. premium is to be paid over the applicable Part-time Clerk rate of pay.
- 3) All employees holding the classification of Part-time Night Crew Clerk on July 11, 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 \$1.00 per hour.
- 4) All employees holding the classification of Part-time Night Crew Clerk on February 10, 2001 shall receive the General Wage Increases, if eligible for General Wage Increases 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 \$7.10 per hour plus the applicable per hour premium.

(G) NIGHT ASSISTANTS

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

Rate (\$835/wk)

(H) NIGHT CREW CHIEFS

All employees holding the classification of Night Crew Chief on July 11, 1982 shall be entitled to the following General Wage Increases on the dates indicated:

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

Rate (\$801.25/wk)

Employees appointed to Night Crew Chief after July 11, 1982 shall be entitled to the following General Wage Increases on the dates indicated:

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

Rate (\$737/wk)

Those employees appointed to Full-time Night Crew Chief on or after 2/15/04 shall receive the greater of \$20/wk over their rate at the time of appointment, or \$737, whichever is greater, and any applicable General Wage Increases thereafter.

- (I) All employees holding a Night Crew classification on July 11, 1982 who subsequently go on days and then return to nights within one 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:

Step 1 start	\$7.10
Step 2 – 6 months	\$7.25
Step 3 – 6 months	\$7.50
Step 4 – 6 months	\$7.75
Step 5 – 6 months	\$8.00

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

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

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

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

Employees hired after 2/14/04

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

(B) Full-time General Merchandise Clerks

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

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

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

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

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

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

\*The 2/14/04 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 2/14/04. Subsequent GWIs apply only to those who are at the top of the scale.

The Company may hire, on a store-by-store basis at any rate of the classification table or at rates above the table and such hiring rate will be the minimum for the classification for that store as long as the store retains that rate. When a store raises its hiring rate incumbent employees below the new hiring rate will move immediately to the new hiring rate and thereafter progress to the next rate upon completion of 6 months in that rate. When a store reduces its hiring rate for new hires, no incumbent employees 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 GWI as set forth above.

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

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

- (C) General merchandise Clerk shall be a separate classification in stores with over 300 linear feet of general merchandise shelving (floor feet times number of shelves over). 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, fuel and batteries, electrical supplies and products, health and healthcare products, cosmetics and beauty aids, books, stationary, crafts, yarns, yarn goods, building products, home and household repair products, cards, party goods, sewing needs, items inside and outside pharmacy, notions, sundries, non-food seasonal and holiday items, magazines, non-food pet supplies, and related similar categories.
- (E) 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.
- (F) It is the parties' intent not to displace employees performing the General Merchandise function as of February 7, 1988.
- (G) Book vendors may perform stocking and non-stocking functions.
- (H) General merchandise vendors may perform stocking functions.

Section 14 – Bake-Off

The Company recognizes the Union as the bargaining agent for the Company's employees working at bake-offs operated by the Company which are not adjacent or contiguous to the Meat Department.

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

Step 1 start	\$7.10
Step 2 – 6 months	\$7.25
Step 3 – 6 months	\$7.50
Step 4 – 6 months	\$7.75
Step 5 – 6 months	\$8.00

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

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

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

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

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

Employees hired after 2/14/04:

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

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

(B) Full-time Bake-Off Employees:

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

Step 1	\$365.00
Step 2	\$385.00
Step 3	\$405.00
Step 4	\$425.00
Step 5	\$445.00
Step 6	\$465.00
Step 7	\$485.00

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

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

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

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

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

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

Employees classified as Full-time Lead Bake-Off on or before 2/14/04 shall receive the following General Wage Increases on the dates indicated.

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

Those employees appointed to Lead Bake Off on or after 2/15/04 shall receive the greater of \$20/week over their rate at the time of appointment, or \$640/week, and any applicable General Wage Increases thereafter.

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

(E) Seniority shall be within the department.

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

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

**Section 15 - Service Departments**

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

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

Step 1 start	\$7.10
Step 2 – 6 months	\$7.25
Step 3 – 6 months	\$7.50
Step 4 – 6 months	\$7.75
Step 5 – 6 months	\$8.00

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

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

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

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

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

Employees hired after 2/14/04

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

(B) Full-time Service Clerks:

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

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

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

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

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

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

Section 16 - Part-time Pharmacy Technician

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

**Section 17 - General Wage Increases**

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

**Section 18 - Credit For Part-time Hours**

(A) A Part-time employee who changes to Full-time employment shall be placed on the minimum rate of the scale in the classification to which he/she is promoted, or shall receive an hourly increase of \$1.00, whichever is greater. The employee shall then progress to the next scale rate when he/she has satisfied the number of months necessary to move from their rate to the next scale rate.

(B) A Part-time employee who changes to Full-time employment and retains Full-time employment status for less than three (3) months and then returns to his Part-time status will receive the hourly rate to which he was entitled had he not changed his status.

(C) A Part-time employee who changes to Full-time employment for more than three (3) months and then returns to Part-time status will receive a rate determined by dividing his Full-time basic wage by forty (40) hours.

(D) A Full-time employee who requests a reduction to Part-time will receive a Part-time rate of pay based upon his seniority.

**Section 19 - Relief Manager**

(A) A member of the bargaining unit shall receive \$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 or \$35.00 over his or her current rate, whichever is greater, when he replaces the Grocery or Produce Department Head.

**Section 20 - 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 21 - Experience Credit**

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

**Section 22 - Minimum Wage**

In the event that the federal or state minimum wage changes to a rate that is above the initial step on any wage scale in this contract, for those employees hired prior to February 15, 2004, the Company may make said minimum wage the initial step on said wage scale, and the employee shall advance through the scale on the same time intervals applicable to the subsequent steps.



ARTICLE 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

In the event a Part-time employee changes to Full-time employment, his/her vacation credit will be computed on average hours back one year.

ELIGIBILITY FOR VACATION BENEFITS AS OF JANUARY 1

- A. Once an employee has qualified for one week's vacation benefits he/she is thereafter eligible for one week of vacation with pay as of January 1 of the succeeding year. The second week's vacation shall be taken on or after the second anniversary date.
- B. Once an employee has qualified for two weeks' vacation benefits he/she is, therefore, eligible for vacation benefits as of January 1 of each succeeding year.
- C. Eligibility for the third, fourth and fifth week of vacation is effective as of January 1 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 31 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.

SECTION 2

- A. The regular vacation period is from January 1 through December 31.
- B. The Employer shall post vacation forms by December 15 of the preceding year to permit selection of the third, fourth, and fifth week of vacation for those who may be eligible. The regular vacation schedule shall be posted by April 15.
- 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 1 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 \$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 WEEKS' VACATION**

The first and second 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 WEEKS' VACATION**

The third, fourth and fifth 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 16 through April 30. 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

**ARTICLE 16**  
**MANAGEMENT**

- A. 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.
- B. The Employer agrees to supply its supervision with copies of this Agreement and assumes full responsibility for their observance 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 Company 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 days pay for employees who are clearly disabled by an accident occurring on the job. The purpose of this Agreement is to help the employee maintain continuity of

income insofar as possible while insurance claims and/or requests for supplementary pay are being processed. It is understood that the employee will reimburse the store funds as quickly as possible, but no later than the next regular pay day after 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 Company 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 Company 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 day if he/she serves on Jury Duty and/or works five days or more in a regular week and he/she shall not be required to work the fifth 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 - Any employee who enlists or is drafted into the Military Service of the United States shall be placed on a leave of absence for his period of service up to forty-eight 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.

The Employer will reinstate in compliance with Veteran's Re-employment Statute an employee who has re-employment rights under the law and who has applied for reinstatement within the legally required period of time after date of discharge. He/she shall be reinstated no later than the second 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** - Regular Full-time employees who have one or more years of continuous Full-time service with the Employer are entitled to receive three weeks' Military Leave Separation Pay when called into the Armed Forces for a normal enlistment.

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

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.

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

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

It shall be the responsibility of the inductee to send in a letter of confirmation from the Commanding Officer confirming the continuous active duty after nine (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 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 shall be granted up to five (5) days' leave without loss in pay, only according to the hours they are regularly scheduled to work during this period. For purposes of this section, spouse includes spousal equivalent as determined by the Employer on an individual basis.

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

**ARTICLE 21**  
**HEALTH & WELFARE**

**CONTRIBUTIONS**

**FULL-TIME EMPLOYEES** - All Full-time employees in the active employ of the Employer the first day of each month.

**PART-TIME EMPLOYEES**

1. All Part-time employees in the active employ of the Employer the first day of each month and who have nine months of continuous Part-time service, except as noted in (2) and (3) below.
2. The contributions for Part-time Courtesy Clerks, Part-time Bake-Off Clerks, Salad Bar Clerks, Service Clerks, and Part-time General Merchandise Clerks shall take effect the first (1st) of the month following twelve (12) months of continuous Part-time employment, except as noted in (3) below.
3. For Part-time employees hired after February 14, 2004, all Part-time employees in the active employ of the Employer the first day of each month and who have two (2) years of continuous Part-time service.

**MONTHLY AMOUNT TO BE CONTRIBUTED**

Fixed monthly Employer contribution rates in the amounts listed below:

	<u>Full-time</u>	<u>Part-time</u>
3/1/04	\$450.00	\$160.00
1/1/05	\$500.00	\$185.00
1/1/06	\$500.00	\$195.00

**ARTICLE 22**  
**RETIREMENT**

The Employer will contribute the following hourly amounts to the United Food and Commercial Workers Union, Local 919 and Contributing Employer's Food Pension Plan for eligible employees.

**CONTRIBUTIONS**

**FULL TIME EMPLOYEES** - All Full-time active employees the first of the month following sixty (60) days of continuous Full-time employment.

**PART-TIME EMPLOYEES** - All Part-time active employees the first of the month following twelve (12) months of continuous Part-time employment.

**AMOUNT TO BE CONTRIBUTED:**

	<b><u>Full-time employees</u></b>	<b><u>Part-time employees</u></b>
3/1/04	Sixty (\$0.60) cents per paid hour	Sixty (\$0.60) cents per paid hour
3/1/05	Sixty-five (\$0.65) cents per paid hour	Sixty-five (\$0.65) cents per paid hour
3/1/06	Seventy (\$0.70) cents per paid hour	Seventy (\$0.70) cents per paid hour

**ARTICLE 23**  
**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 25 hereof.

**ARTICLE 24**  
**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 25**  
**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 Company 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 Agent 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 Agent and these parties will meet to adjust the grievance.

**SECOND STEP** - If the grievance is not settled, the Union Business Agent shall meet with the Employer's Market Supervision 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 Agent 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-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 either the American Arbitration Association or the respective State Board of Arbitration who shall hear and determine the case in accordance with the then prevailing rules of the American Arbitration Association and/or the State Board.

**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 by the Employer and one-half by the Union.

**ARTICLE 26**  
**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:

1. Voluntary quit
2. Layoff due to lack of work for twelve (12) months
3. Discharge for cause
4. Failure to return to work within the time allowed after a layoff or leave of absence
5. 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 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 months, he shall be credited one month for each two months of Part-time service in establishing his 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 - 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.

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.

For classified employees, "lower classifications" is defined as follows:

- (A) Grocery Department Head replaces an Assistant Grocery Department Head, Cash Department Head, or Head Clerk.
- (B) An Assistant Grocery Department Head, Cash Department Head or Head Clerk replaces a Full-time Clerk.
- (C) A Produce Department Head replaces a Produce Head Clerk.
- (D) A Produce Head Clerk replaces a Full-time Clerk.
- (E) A Head Florist Clerk replaces a Full-time Clerk.
- (F) A Full-time Office Clerk (non classified job) replaces a Full-time Clerk.
- (G) A Lead Bake Shop Clerk replaces a Full-time Bake Shop Clerk.
- (H) A Full-time Bake Shop Clerk replaces a Part-time Bake Shop Clerk.

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

- (A) Full-time Clerk replaces Part-time Clerk or Checker.
- (B) A Part-time Clerk or Checker replaces a Service Clerk or Courtesy Clerk.
- (C) A 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. ELIGIBILITY

To be eligible for severance pay, an employee must:

1. Have been hired prior to July 11, 1982
2. Be a Full-time employee with a minimum of one year's continuous service, and
3. Have been laid off for lack of work, and
4. Not be working with the Employer on a Part-time basis, and
5. Have either exhausted his recall rights or has chosen at the time of layoff to forfeit his recall rights

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

SECTION 6 - As the result of the sale or closing of a store during the life of this Agreement there shall be no layoff of Full-time employees for four months after the sale or closing of such store within the agreed upon area.



**SECTION 7** - Employees with six (6) months of employment, laid off for lack of work, shall be given preference in re-employment 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 re-employed within the above period after the date of layoff, they shall be reinstated and shall not lose their continuity of employment.

**SECTION 8** - 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 9** - Notification of layoff shall be as follows:

**ALL EMPLOYEES** - one week or one week's pay in lieu of notice.

**SECTION 10- PROMOTION**

- A. The Employer shall continue its efforts to train senior employees to fill higher rated classifications. 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 11** - Whenever a Full-time job vacancy occurs in an unclassified job in the area, the job will be offered to the Part-time employees in order of seniority provided they are available on a continuing basis. The Employer has the right to exercise its judgment on the qualifications and ability and shall make the determination after giving due regard to seniority and after considering suggestions and recommendations of the Union.

**SECTION 12** - 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 Company from working employees across classifications.

**SECTION 13** - 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 14** - 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 15 - RE-ENTRY**

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 consecutive years as a result of a transfer or promotion and then should re-enter the bargaining unit, his/her seniority date would then be the date of his/her re-entry 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 year as a result of a transfer or promotion and then re-enters the bargaining unit, his/her seniority date would then be the date of his/her re-entry into the bargaining unit.

**ARTICLE 27**  
**UNION CHECKOFF**

**SECTION 1** - The Employer agrees that it will deduct from the wages of the employees monthly/weekly dues, initiation fees, 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 the 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** - The Employer agrees to deduct periodically from the pay of each employee, who is a union member and who executes an appropriate voluntary checkoff authorization form to the UFCW Active Ballot Club, the amount specified in the checkoff authorization form signed and dated by the employee. The deduction shall continue for the life of this Agreement for each employee who signs a checkoff authorization form unless the employee revokes the authorization in writing.

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

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

**ARTICLE 28**  
**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 29**  
**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 30**  
**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 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 Company and the Union.

### ARTICLE 31 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 or promotion 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, effective February 15, 2004, 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. Effective March 1, 2005, the mileage allowance is the IRS rate. This does not apply in the case of an employee who at the time of employment or promotion is assigned to a store requiring travel by car in excess of thirty (30) miles. Employees currently receiving travel pay under this Article shall continue to receive the existing mileage reimbursement until the end of their current travel pay assignment.

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 (\$0.375 per mile effective February 15, 2004; IRS rate effective March 1, 2005), 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. The Union will be notified in advance of the promotion by telephone or in person at least seven (7) days in advance of the promotion. The distance from the employee's home to the store that he/she is promoted shall be the established distance for travel pay for that transfer. If the Employee is subsequently transferred, the distance from the original promotion, if greater than ten (10) miles each way to the new store, will be used in determining travel pay entitlement.

### ARTICLE 32 BULLETIN BOARDS

The Employer agrees to provide space on store Bulletin Boards for the Union to post notices.

### ARTICLE 33 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 re-negotiate 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 34**  
**TIME CLOCKS**

- A. The Employer agrees to have time clocks in all stores covered by this Agreement.
- B. All Employees in the bargaining unit shall properly record his/her time on the timecards.
- C. An employee reporting for work shall punch his/her timecard when ready for work with his/her store uniform on.
- D. An employee having finished his/her workday shall punch out before removing his/her store uniform.
- E. Payrolls shall be prepared from the timecard.
- F. Material falsification of any timecard shall result in severe disciplinary action.

**ARTICLE 35**  
**LOCAL 919 STEWARDS**

- A. The Union shall have the right to have a Local 919 steward in each of the Employer's stores covered by this Agreement.
- B. In addition to their Seniority rights as regular employees, Local 919 stewards shall have top seniority in lay-offs due to lack of work.
- C. No Local 919 steward shall be transferred unless such transfer is mutually agreed upon between the Employer and the Union.
- D. The duties of the Local 919 steward shall be to report any irregularities to the Union Office. In no instance shall the Local 919 steward be discriminated against for discharging such duties.
- E. The Union shall supply the Employer with a list of the Local 919 stewards and the store locations. The Union will notify the Employer on all changes.
- F. The Employer shall arrange one (1) day off with pay per contract year to allow one (1) Local 919 steward per store to attend the annual Local 919 Stewards Conference. Store managers must be notified in advance so that the appropriate scheduling arrangements can be made.

ARTICLE 36  
CLERKS' WORK CLAUSE

SECTION 1 - No salesman shall stock any merchandise in the store, excluding Meat Department except:

1. Baby Foods, Crackers and Soda. These authorized salesmen shall stock shelves only.
2. All work currently performed at the point-of-delivery by salesmen in servicing retail markets with perishable bakery products, including stocking.

The present arrangement in the housewares shall continue as in the past.

SECTION 2 - It is understood that the Clerks' Work Clause shall be inoperative during the setup of new and major remodeled stores and during the first sixty (60) days the store is opened.

SECTION 3 - Supervisors for the Employer will not perform functions in the store normally performed by the employee.

SECTION 4 - The Employer agrees to warn employees who allow salesmen to stock merchandise in violation of this Agreement. If an employee persists in these offenses after having been formally warned, the employee shall be subject to disciplinary action.

SECTION 5 - The Employer will notify the Union quarterly of the vendors currently stocking merchandise in the stores.

ARTICLE 37  
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 employee is designated as a Management Trainee.

ARTICLE 38  
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 39  
WAGE STATEMENT

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

**ARTICLE 40**  
**SICK LEAVE**

**SECTION 1**

FULL-TIME EMPLOYEES shall be eligible to receive paid sick leave as follows:

February 11, 2001 – February 9, 2002  
February 10, 2002 – February 8, 2003  
February 9, 2003 – February 14, 2004

Any employee hired as Full-time within one of the above periods shall be entitled to sick leave for that year on the basis of one day for each six (6) weeks of Full-time continuous service. Any employee hired as Part-time within one of the above periods and then appointed to Full-time within that same period shall receive one day of sick leave for each six (6) weeks of continuous service from date of hire. Any employee who is Part-time at the start of one of the above periods and is then appointed to Full-time during that period shall receive 72 hours of sick leave minus the number of Part-time sick leave hours, if any, already taken during that period. Any Full-time employee with unused sick leave at the end of any of the above periods shall receive one hundred percent (100%) of the unused sick leave in cash.

Full-time employees hired after 2/8/97 are eligible for five (5) days sick leave after one year of Full-time service.

PART-TIME EMPLOYEES hired prior to July 11, 1982 shall be eligible for paid sick leave as follows:

After six months of service - 15 hours per contract year  
After twelve months of service - 24 hours per contract year

PART-TIME EMPLOYEES hired on or after July 11, 1982, but 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

PART-TIME EMPLOYEES hired on or after February 9, 1997 are eligible for 15 hours per contract year after 1 year of continuous service.

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

**SECTION 2** - 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 4 weeks supplemental pay per illness, does not take any sick leave during the sick leave year, then s/he will receive 40 hours pay at their straight time hourly rate at the end of each sick leave year.

**ARTICLE 41**  
**AUTOMATION - MECHANIZATION - NEW CLASSIFICATIONS**

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

**ARTICLE 42 - MISCELLANEOUS**

Pharmacists shall be considered professional employees within the meaning of the Act and shall be excluded from the bargaining unit.

**ARTICLE 43**  
**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 44 - 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.

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION - LOCAL 919**

**THE STOP & SHOP  
SUPERMARKET COMPANY LLC**

BY: \_\_\_\_\_  
Mark A. Espinosa  
President, UFCW AFL-CIO  
Local 919

BY: \_\_\_\_\_  
Executive Vice President

BY: \_\_\_\_\_  
James R. Wallace  
Secretary-Treasurer, UFCW AFL-CIO  
Local 919

BY: \_\_\_\_\_  
Vice President of Labor Relations

**EXHIBIT A**

February 15, 2004

**LETTER OF UNDERSTANDING**

Mark A. Espinosa  
President  
United Food and Commercial Workers Union, Local 919  
6 Hyde Road, 1<sup>st</sup> Floor  
Farmington, CT 06032-2830

Dear Mr. Espinosa:

This letter of understanding sets forth an agreement concerning health and welfare 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.

The monthly amount, as stated in Article 21 of the Agreement, to be contributed by The Stop & Shop Supermarket Company LLC ("Company") during each year of the life of the Agreement may allow the operating reserves of the United Food & Commercial Workers' Union Local 919 and Contributing Employers' Food Health & Welfare Fund ("Fund") to reduce below the level existing as of February 14, 2004. However, it is the intent of the Company and the Union to maintain, during the term of the collective bargaining agreement, operating reserves equal to a minimum of three months. In the event said operating reserves, as determined by the Fund consultant, are below a level equal to three months, at any time during the collective bargaining agreement, then upon the written request of the Trustees of the Fund, the Company shall be obligated to increase its contributions to the Fund by the amount necessary to restore the operating reserve to the level of three months.

United Food and Commercial Workers Union  
Local 919

The Stop & Shop Supermarket Company LLC

---

BY: Mark A. Espinosa  
President, UFCW AFL-CIO  
Local 919

---

BY: Executive Vice President



**EXHIBIT B**

February 15, 2004

Mark A. Espinosa  
President  
United Food and Commercial Workers Union, Local 919  
6 Hyde Road, 1st Floor  
Farmington, CT 06032-2830

**LETTER OF UNDERSTANDING**

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.

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 previously done by its employees which is part of normal supermarket operations in which it is contemplated will be done by employees in the General Merchandise Clerk classification.

**FOR THE UNION:**

BY: \_\_\_\_\_  
Mark A. Espinosa  
President, UFCW AFL-CIO  
Local 919

**FOR THE COMPANY**

BY: \_\_\_\_\_  
Executive Vice President

EXHIBIT C

February 15, 2004

Mark A. Espinosa  
President  
UFCW Local 919  
6 Hyde Road  
Farmington, CT 06032-2830

Dear Mr. Espinosa:

In the negotiations resulting in the Agreement dated February 15, 2004 between The Stop & Shop Supermarket Company LLC, and Local 919, U.F.C.W., the parties reached the following understanding:

If applicable, the Company 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.

Sincerely,

---

Executive Vice President

**EXHIBIT D**

February 15, 2004

Mark A. Espinosa  
President  
UFCW Local 919  
6 Hyde Road  
Farmington, CT 06032-2830

Dear Mr. Espinosa:

I am writing to indicate how the Company will apply the language in Article 10, Holidays, Sections 2 and 3 of the Agreement between Local 919 and The Stop & Shop Supermarket Company LLC. These Sections say, "To be eligible for holiday pay an employee must work on the last scheduled day before and the first scheduled day after the holiday."

If an employee is excused from work on either or both of these two days for good cause, and performs work during the week in which the holiday occurs (unless the employee is on vacation), such employee will still be eligible for holiday pay.

Sincerely,

---

Executive Vice President

**EXHIBIT E**

February 15, 2004

Mark A. Espinosa  
President  
United Food and Commercial Workers Union, Local 919  
6 Hyde Road, 1st Floor  
Farmington, CT 06032-2830

**LETTER OF UNDERSTANDING**

The Company will maintain a 401(k) plan for eligible employees.

---

Executive Vice President

EXHIBIT F

LETTER OF UNDERSTANDING

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

FOR THE UNION:

BY: \_\_\_\_\_  
Mark A. Espinosa  
President, UFCW AFL-CIO  
Local 919

FOR THE COMPANY

BY: \_\_\_\_\_  
Executive Vice President

EXHIBIT G

February 15, 2004

LETTER OF UNDERSTANDING

Mark A. Espinosa  
President  
United Food and Commercial Workers Union, Local 919  
6 Hyde Road, 1<sup>st</sup> Floor  
Farmington, CT 06032-2830

Dear Mr. Espinosa:

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

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

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

FOR THE UNION:

FOR THE COMPANY:

BY: \_\_\_\_\_  
Mark A. Espinosa  
President, UFCW AFL-CIO  
Local 919

BY: \_\_\_\_\_  
Executive Vice President