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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE STOP & SHOP COMPANY, LLC

AND

**UNITED FOOD AND COMMERCIAL
WORKERS**

LOCAL 342, AFL-CIO, CLC

LOCAL 342
 **UFCW**

a VOICE for working America

October 26, 2003 to October 25, 2007

67 pages

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Local 342 has attempted to print in this contract booklet what it believes to be the final terms of the Collective Bargaining Agreement with your Employer. However, at times these booklets may contain typographical errors. In the event of any discrepancies between the herein booklet and the actual contract, the terms of the actual signed contract shall prevail.

THIS AGREEMENT made as of the 15th day of November, 2003, between The Stop & Shop Supermarket Company, LLC, having its principal office at Quincy Center Plaza, Quincy, MA 02205-5888, (hereinafter called the "Employer") and the UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 342, affiliated with the American Federation of Labor-Congress of Industrial Organizations and the Central Trades and Labor Council, having its principal office at 166 East Jericho Turnpike, Mineola, New York 11501 (hereinafter called the "Union").

WITNESSETH:

ARTICLE 1
UNION RECOGNITION

It is the intent and purpose of the parties to promote and improve industrial and economic relations between the Employer and the employees covered by this Agreement and to set forth the basic agreement covering rates of pay, hours of work and conditions of employment to be observed.

A. The operation of the Employer's business and the direction of the working forces, including, but not limited to, the establishment of the opening and closing times of stores, the right to hire, transfer, suspend, layoff, recall, promote, discharge for cause, assign or discipline employees from duty because of lack of work and to transfer employees from one store location to another, are vested exclusively in the Employer, subject, however, to the provisions of this Agreement.

B. The Employer recognizes the Union as the exclusive bargaining representative of all its employees in its stores herein, engaged in the cutting, wrapping and selling of all fresh and smoked meat, poultry, fish and such products customarily handled in the Meat Department at retail in its retail stores or supermarkets, and such additional classifications previously recognized by the Employer (as set forth in Schedule "A" herein), for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other better conditions of employment.

ARTICLE 2
CLASSIFICATION OF EMPLOYEES

Employees working for the Employer shall be classified as follows: Meat Department Head, Journeyman/B Journeyman, B Apprentice, Weighers and Wrappers, Delicatessen-Appetizing Department Head, Delicatessen-Appetizing Clerk, Seafood Department Head, Seafood Clerk.

A. MEAT DEPARTMENT HEAD: Meat Department Head shall be either a qualified individual with experience in the retail supermarket meat business or a qualified journeyman cutter. Because of the greater working skills and experience that the Meat Department Head must possess, they shall, in the performance of their work, direct the movement and operations of other employees in the Meat Department

B. JOURNEYMAN/B JOURNEYMAN: A Journeyman/B Journeyman is a skilled meat cutter who either served his apprenticeship in accordance with the period of time as set forth in the Agreement or who has qualified as a skilled meat cutter. His duties shall consist of handling, cutting, selling, processing, pricing and displaying of meat, poultry, sausage or fish: fresh, frozen, chilled or smoked, and the performance of all work incidental thereto.

C. B APPRENTICE: A B Apprentice is a person learning all of the details and developing manual skills for performing, after a stated number of years training, the duties of the Journeyman/B Journeyman meat cutter.

D. WEIGHERS AND WRAPPERS: Weighers and Wrappers are persons employed in a self-service market engaged in wrapping, weighing, scaling and pricing meat, poultry and fish. The wrapper shall not be required to perform any work customarily performed by a Journeyman/B Journeyman.

E. DELICATESSEN-APPETIZING DEPARTMENT HEAD: The Delicatessen-Appetizing Head shall be a qualified Delicatessen Clerk. They shall perform all of the duties of the Delicatessen Clerk in the Delicatessen-Appetizing Department. Because of the greater working skill and experience that the Delicatessen-Appetizing Department Head must possess they shall, in the performance of their work, direct the movements and operation of the other employees in the Delicatessen-Appetizing Department.

F. DELICATESSEN-APPETIZING CLERK: A Delicatessen-Appetizing Clerk is a skilled Delicatessen-Appetizing person who has either served their apprenticeship in accordance with the period of time set forth in the Agreement, or has qualified as a skilled Delicatessen-Appetizing Clerk. Their duties shall consist of handling, cutting, selling, processing, pricing, and displaying products sold in the Delicatessen-Appetizing Department, and will perform all of the work incidental thereto.

G. SEAFOOD DEPARTMENT HEAD: The Seafood Department Head shall be a qualified Seafood Clerk. They shall perform all of the duties of the Seafood Clerk in the Seafood Department. Because of the greater

working skill and experience that the Seafood Department Head must possess, they shall, in the performance of their work, direct the movements and operation of the other employees in the Seafood Department.

H. **SEAFOOD CLERK:** A Seafood Clerk is a skilled seafood person who has either served their apprenticeship in accordance with the period of time set forth in the Agreement, or has qualified as a skilled Seafood Clerk. *Their duties shall consist of handling, cutting, selling, processing, pricing and displaying products sold in the Seafood Department, and will perform all of the work incidental thereto.*

I. The Employer agrees that in the event that any new classification is established, prior to putting that classification in effect, the Employer will confer and negotiate classification rates and job description for such new classification.

J. All employees are required to maintain their stations or area of employment in a clean and sanitary condition.

K. *The Employer shall have the right to interchange, on a temporary basis, Meat Wrappers and Deli/Appy/Seafood Clerks for lunch periods, breaks and emergencies to provide adequate customer service.*

Interchangeability of Department Personnel hired prior to October 25, 2003

- (i) The Employer shall have the right to cross-train employees for other departments based on inverse order of seniority based on the following:
 - a. *Part-time employees with two (2) years or less can be required to work in other departments.*
 - b. Full-time or part-time employees on the payroll may volunteer for interchangeable work under the following conditions:
 - 1. Full-time employees will receive a premium of \$.75 per hour for each hour worked in another department not to exceed three (3) days per week for all hours worked in that department.
 - 2. Part-time employees with two (2) years or more of service will receive a premium of \$.50 per hour for each hour worked in another department.
 - 3. All employees will maintain their classification as hired.

4. The Employer agrees that interchangeability is to provide customer service and will not reduce straight-time hours currently given in the Meat, Delicatessen, and Seafood Departments.
5. Interchangeability will not be used to change the way Sunday hours are offered nor is it the intent to reduce Sunday hours currently being worked by each employee. In the case of business reasons only, the Employer may reduce Sunday hours.
6. The provisions in (K) (i) (b) 5 above, shall not affect Employees hired after October 25, 2003
7. All additional hours allotted during the named Legal Holidays, in Article 14, Holidays in the agreement will be offered to each department first.
8. Employees hired after October 25, 2003, will be hired with the understanding that they can be moved from department to department, covered under this agreement, at any time. Such employees will be hired with a specific classification, without a premium.
9. Interchangeability will be utilized strictly at store level only.

ARTICLE 3
UNION SECURITY

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall, on or after the thirtieth (30th) day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on or after the thirtieth (30th) day, following the beginning of such employment become and remain members in good standing in the Union.

Any employee who is expelled or suspended from the Union because of non-payment of initiation fees and periodic dues (including such other obligations to the Union, failure to pay which would make an employee subject to discharge under the Labor-Management Relations Act, 1947, as amended) shall be subject to dismissal ten (10) days after notification in

writing to the Employer by the Union. The Union agrees to notify members who are delinquent in their Union financial obligations and, upon the failure of the member to immediately re-establish his good standing membership in the Union, his discharge will be requested.

The Employer, provided it has the necessary equipment, agrees to deduct dues, initiation fees and any other authorized amounts from the wages of all employees who have on file with the Employer a proper deduction card and to remit the amounts with a listing of names to the Union office on or before the twenty-seventh (27th) day of each month. The Union will give to the Employer signed deduction cards from the employees authorizing the deduction of dues, initiation fees and any other authorized amounts. The Employer's obligation to remit to the Union shall be limited to the amounts, which it actually does deduct from the employee's wages. The Employer agrees that it will utilize current computer capabilities to electronically transfer dues, initiation fees, credit union deductions as well as updated employee information to the Union. If the Employer is negligent in collecting any monies that the Union has notified them to pay, it will be the Employer's responsibility to reimburse the Union for the lost monies

The Union agrees to indemnify and hold harmless the Employer in connection with any grievances, charges, complaints, claims or lawsuits, which may arise in connection with action taken by the Employer at the request of the Union pursuant to the terms of this Article.

Should the Employer decide to sell or franchise any Meat, Seafood or Delicatessen product for retail sale, the Employer shall recognize those people as bargaining unit employees and the parties shall negotiate the wages benefits and working conditions for those employees. This provision would not in any way affect who the suppliers are for the products in these departments.

The Company agrees that the mainline products sold in the Meat, Seafood or Delicatessen departments, if moved to another department, would not be cause for a lay-off.

ARTICLE 4 **HIRING OF NEW EMPLOYEES**

When new help is required, the Employer shall immediately notify the Union so that the Union may recommend from the open market the help so required. When full-time openings become available, part-time employees will be given preference to fill the full-time openings.

A. If the Union fails to recommend satisfactory Full-time employees to the Employer within 48 hours of the Employer's notice to a Union representative that there exists a vacancy; the Employer shall have the right to fill the position. Should the Employer fail to give the Union notice and the opportunity to fill a position as described herein, the Employer shall hire an additional equally qualified person sent from the Union for the classification filled from the open market. In the event the Employer seeks to hire a Manager, they may do so without following this provision, but must notify the Union within forty-eight (48) hours of the hiring. In the event that the Employer seeks to hire a Part-time employee, they may do so without prior notice to the Union. They will however notify the Union after such hiring. The Employer will notify the Union in writing as soon as possible within twenty-five (25) days from the date of employment, reinstatement, or transfer into the bargaining unit of any employee, of the name, the home address, place of employment, social security number and job classification (full-time or part-time), date of employment, reinstatement, transfer, termination, or change in status from part-time to full-time or full-time to part-time. If the Employer is negligent in collecting any monies that the Union has notified them to pay, it will be the Employer's responsibility to reimburse the Union for the lost monies.

B. Selection of applicants for referral to jobs by the Union shall be a non-discriminatory basis and shall not be based on or in any way affected by Union membership, by laws, rules, regulations, constitutional provisions, or any other aspect of Union membership, policies or requirements. Nothing herein contained shall deny the Union the right to select any applicants for referral on the basis of experience in the industry, qualifications and skill or Employer reference.

C. The Employer at all times retains the right to reject any job applicants referred by the Union.

D. New employees when hired shall be deemed probationary and on a trial basis for a period of sixty (60) days. Thereafter they shall be considered regular employees and shall then be granted the fringe benefits as provided for elsewhere in this Agreement.

E. For the sole purpose of establishing the pay rate for a newly hired employee, the Employer will recognize previous verified comparable market experience within the Union's jurisdictional area during the thirty (30) months immediately preceding the newly hired employee's date of hire. In no event shall such rate be higher than the lowest applicable rate as set forth in Schedule "A" for 1) employees at scale and in the Employer's employ as of October 14, 1989; or 2) employees employed on a progression

scale as of October 14, 1989; or 3) employees hired on or after October 15, 1989, and on a progression scale. Such prior experience must be claimed on the employee's application for employment, and if not verified in writing by the former Employers within thirty (30) days after the date of employment, such prior experience may then be verified through contributions made to the Union's Welfare and Pension Funds. If there is no verification within forty-five (45) days after the employee's date of hire, the Employer shall have the option, in its sole discretion, to reduce said employee's rate of pay to the appropriate verifiable rate.

F. The Employer agrees that it will not require a lie detector test in its pre-employment procedure. Those Employers utilizing pre-employment psychological or personality profile tests on the date of this Agreement shall cease and desist. Such tests may only be utilized for newly hired employees who are new to the industry.

G. The Employer may hire temporary employees to work forty (40) hours per week during the seasonal period from May 1st through September 30th or for up to eight (8) consecutive weeks outside of the seasonal period. Such temporary employees will receive the fringe benefits applicable to temporary employees as provided elsewhere in this Agreement. If the Employer retains such a temporary employee as a full-time employee beyond the seasonal period or for more than eight (8) consecutive weeks outside of the seasonal period, such employee shall be considered a regular full-time employee and shall have his/her seniority determined from the most recent date he/she commenced full-time employment.

H. A temporary employee shall receive credited time toward accrual of all benefits such as Welfare, Pension, Holiday, Sick Leave, Wage Increases, etc. from the date of original hire.

ARTICLE 5 **NO DISCRIMINATION**

The Employer and the Union shall not discriminate against an employee because of race, color, creed, sex, age or nationality, nor will an employee be discriminated against because of Union activity, provided such activity is not conducted at any time on the Employer's premises, and further provided that such activity is not for the purpose of inducing others to violate this Agreement.

ARTICLE 6
SENIORITY

Seniority shall be determined from the date an employee was last hired for or appointed to full-time or hired for part-time work by the Employer, except as provided in Paragraph (C) of this Article. Layoffs and rehiring shall be based on seniority. Transfers and promotions shall be based upon fitness and ability with seniority a factor only when all other things are equal.

Employees of a company that has been purchased or merged in its entirety by the Employer shall carry their seniority for the purposes of this Article 6 to the Employer.

A. Except as provided in Article 7, regular full-time employees with more than one (1) year's seniority, if laid off through no fault of their own, shall be given preference for available part-time employment before new part-time employees are hired. Such employees shall be paid the hourly rate equivalent to the full-time hourly rate of pay previously received. Part-time employees shall have seniority within their Districts for purposes of layoff only. Part time employees shall be laid off by inverse order of seniority within their classifications.

B. Seniority rights under this Article shall continue for a period not exceeding nine (9) months from the date of layoff.

C. Where an employee is rehired under the terms of Paragraph (B), he/she shall be compensated at the same rate of pay as he/she was enjoying on the date of layoff. Such employee shall continue his/her seniority without any loss for the period of such layoff.

D. There shall be established separate seniority lists in accordance with the following classifications:

1. Meat Department Heads
2. Journeymen, B Journeymen, B Apprentice
3. Weighers and Wrappers (Full-time and Part-time)
4. Delicatessen-Appetizing Department Head
5. Delicatessen-Appetizing Clerk (Full-time and Part-time)
6. Seafood Department Head
7. Seafood Clerk (Full-time and Part-time)

E. 1. When a Journeyman is promoted to a Meat Department Head he/she shall continue to accumulate seniority in the Journeyman group classification in addition to his/her seniority as a Meat Department Head.

2. All B Apprentices shall be laid off prior to the laying off of any permanent full-time Journeyman and/or B Journeyman Meat Cutter
3. Full-time clerk positions will be filled by seniority, ability and skill required to perform the job. These Full-time clerk positions will be filled by Company seniority within the classification.

F. Employees shall be considered to have quit if they:

1. Write or inform the Employer they are quitting.
2. Fail to report to work within one (1) week when recalled to return to full-time employment from a part-time employee status when properly notified in writing by the Employer.
3. Fail to work when approved leave of absence expires.
4. Work elsewhere while on leave without express permission, in writing, from the Employer to be so employed.

G. When two (2) or more employees are hired on the same day in the same seniority area, the Employer will notify the Union of their seniority status. Any part-time employee that is promoted or appointed to full-time employment shall receive "two for one credit" (2:1) to determine their full-time seniority.

H. Employees inducted into the Military Service of the United States under the Selective Service Act of 1948 and its amendments, or who enlist after its enactment in accordance with the provisions governing such enlistments, shall retain seniority rights in conformance with the provisions of the Act and its amendments.

I. Any discharged employee who is reinstated through the grievance or arbitration procedure of this Agreement shall have his seniority status made whole upon his return to work.

J. An employee absent from work continuously for more than six (6) months due to sickness or accident (other than on-the-job) may be terminated from the payroll. The Employer and the Union may mutually agree to extend this period.

K. When an employee is permanently transferred from one (1) of the Employer's stores within the Greater New York Area into one (1) of the Employer's stores covered by this Agreement he shall be credited with his accrued seniority with the Employer.

L. Full-time and Part-time seniority within classification shall be recognized for the selection of preferred weekly schedules, start times and days off only when the Employer is proposing a change in the regular schedule.

M. For vacation preference dates, market or store department seniority shall be recognized.

ARTICLE 7
JOB GUARANTEE AND REPLACEMENT

A. There shall be no layoff of any full-time employee who had been hired prior to January 1, 1995.

B. In the event the Employer terminates its business or closes down its entire operation covered by this Agreement, the Employer shall pay the sum of Five Hundred Dollars (\$500.00) for each year of employment with that Employer to those full-time employees who were on the Employer's payroll as of August 24, 1981, and had been hired prior to February 5, 1980. In order to assure payment under this clause, the Union shall have the right to request a personal guarantee from the officers or major stockholders of any corporate signatory to this Agreement, or the owners or partners of any non-corporate signatory, which operates less than three (3) stores. A surety bond may be substituted for such personal guarantee provided the Union agrees.

C. The Employer agrees that the total number of full-time employees on its payroll at the expiration of this Agreement including those on military leave shall be at least equal to the number of full-time employees on the Employer's payroll as of February 7, 1970.

D. The provisions of paragraph (C) shall not apply in the event of a store closing or a permanent, substantial decline in operations, which can be verified by appropriate documentation. The Union shall be permitted to audit such records relevant to establishing such decline.

E. Where applicable, the provisions of Paragraphs (A) and (C) of this Article shall apply only to employers with more than eight (8) employees. The provisions of Paragraph (B) of this Article shall apply to all employers regardless of number of employees.

ARTICLE 8
HOURS

A week's work for all regular full-time employees shall be forty (40) hours per week, consisting of five (5) eight (8) hour days.

A. Each regular full-time employee shall be entitled to a lunch period of sixty (60) minutes each day, and if he works beyond the normal supper hour, a supper period of not less than thirty (30) minutes, which meal periods shall not be computed in the hours worked by each employee. No regular full-time employee shall be required to take a supper period of more than thirty (30) minutes unless approved by the Union. The Employer may schedule a thirty (30) minute lunch period with the employee's agreement.

B. Each employee shall receive a ten (10) minute rest period for each half day worked, which shall be considered as working time. Employees will not be required to punch in or out for rest periods.

C. The Employer shall post in each store not later than Saturday night of each week the straight-time work schedule of full-time employees for the following week. In case of emergency or any condition beyond the control of the Employer, these schedules may be changed by the Employer.

D. Regular employees working in excess of eight (8) hours in a work day or forty (40) hours in a work week shall be paid overtime on the basis of time and one-half (1-1/2) their hourly rate of pay. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not both.

E. Overtime shall be worked as required by the Employer.

F. Except for that overtime required for the proper management of the department, overtime shall be made available by the Employer to all classifications within the department in each store. All overtime shall be rotated by seniority among each classification. Performance during such overtime may be subject to the grievance procedure.

G. Daily extra days of overtime shall be made available to store employees in the classification needed before anyone outside the employ of the Employer is offered such work. Such practice shall apply fifty-two (52) weeks per year, but does not prohibit Employer from the use of any regular relief practice.

H. The Employer agrees to schedule those part-time employees who were on the Employer's payroll as of August 27, 1977, for twenty (20) hours work per week, providing said employees desire twenty (20) hours work

and are available to work the scheduled hours. All part-time employees hired prior to October 25, 2003, with one (1) year or more of continuous service, shall be guaranteed fifteen (15) hours per week. The employee must request the fifteen (15) hours per week in writing and the Employer will make every effort to accommodate the employee's availability. There will be no guarantee of hours for any part time employee hired after October 25, 2003. All part-time wrappers, seafood and appetizing clerks shall work a minimum daily shift of no less than four (4) hours.

- I. (i) The starting times for regular full-time employees hired prior to January 1, 1995 shall be no earlier than 8 a.m. nor later than 9 a.m., except that employees may, by mutual agreement, report up to one (1) hour earlier one (1) day per week without overtime. Regular full time employee hired prior to January 1, 1995 shall not be required to work the 12 p.m. and 1 p.m. start times
- (ii) Full-time Employees hired on or after January 1, 1995, can have a mandatory start time of 6 a.m., 7 a.m., 8 a.m., and 9 a.m. Full-time Employees hired on or after January 1, 1995, may be scheduled two (2) nights per week.
- (iii) Regular full time employees hired on or after October 21, 1995 and before October 26, 2003, can have a mandatory start time of 10 a.m., 11 a.m., 12 p.m. & 1 p.m. Employees assigned to this schedule shall have a shift premium of \$5.00 per day.
- (iv) Effective 10/25/03 all newly hired or converted to full-time employees may be assigned any start times between 6 a.m. and 4 p.m. on a mandatory basis by inverse seniority, by classification.
- (v) The Employer may assign regular full-time employees to begin work between the hours of 12 noon to no later than 1 p.m., except that employees so assigned may, by mutual agreement, report up to one (1) hour later one (1) day per week without overtime. Employees shall be assigned to this schedule based upon the following criteria, in order:
 1. new hires
 2. volunteers
 3. present night crew employees
 4. employees seeking to avoid layoff
 5. employees, by inverse order of seniority by classification, within the store, provided such employees were hired after January 1, 1995, except B Cutters.

Notwithstanding the foregoing, effective April 1, 2000, B Apprentice Meat Cutters may be assigned, on a mandatory basis and by inverse order of seniority, to begin work between the hours of 6:00 a.m. and 11 :00 a.m. and/or between the hours of 12:00 noon and 4:00 p.m. The workweek for employees so assigned shall be forty (40) hours per week, consisting of five (5) eight (8) hour shifts excluding Sundays.

J. The employer may establish a workweek of forty (40) hours consisting of four (4) ten (10) hour days. This workweek is not mandatory, but on a voluntary basis, and the provisions of (D) above would not apply to such shift. Any Employee working the ten (10) hour workweek and works in excess of ten (10) hours in a day or forty (40) hours in a week, shall receive over-time on the basis of time and one-half (1-1/2) their hourly rate of pay. No employee may volunteer to work a ten-hour workday without overtime, other than in the four-day workweek described herein.

K. Full-time employees who were receiving the Sunday premium of two times (2x) the hourly rate shall receive a Sunday premium equal to the applicable hourly rate as of October 21, 1995, for the term of this Agreement, pursuant to the following schedule:

1. Meat Department Heads at the top rate shall receive their applicable hourly rate plus a Twenty-One Dollars and Sixty-Two and One-Half Cents (\$21.625) premium.
2. Journeymen and Meat Cutters at the top rate shall receive their applicable hourly rate plus a Twenty Dollars and Fifteen Cents (\$20.15) premium.
3. Delicatessen-Appetizing and Seafood Department Heads shall receive their applicable hourly rate plus an Eighteen Dollars (\$18.00) premium.
4. Delicatessen-Appetizing, Seafood Department Clerks, Weighers and Wrappers on the first tier shall receive their applicable hourly rate plus a Seventeen Dollars and Twenty-Five Cents (\$17.25) premium.
5. Delicatessen-Appetizing, Seafood Department Clerks, Weighers and Wrappers on the second tier shall receive their applicable hourly rate plus a Thirteen Dollars and Twenty-Five Cents (\$13.25) premium.

6. Full-time employees covered by this provision who are on progression shall receive the appropriate percentage of the rates set forth above. In no event shall any employee receive less than time and one-half (1-1/2) for Sunday work.

L. Full-time employees hired or appointed to full-time status on or after January 1, 1990, shall receive one and one-half (1-1/2) times their regular rate for work performed on Sunday.

1. The straight-time hourly rate in effect after the final general wage increase shall be the amount of Sunday premium to be paid to employees who are receiving double-time (2x) on October 17, 1992, in addition to their regular straight-time rate for the balance of the contract.
2. Work performed on Sundays by part-time employees shall be paid for at the rate of time and one-half (1-1/2) the employee's straight-time hourly rate, unless such employees were covered under Article 29.
3. (i) Employees hired on or after October 26, 2003, for the first twelve (12) months of employment shall receive straight time for all hours worked on Sunday.
(ii) Upon completion of twelve (12) months of employment with the Employer, the employee shall receive time and one quarter (1-1/4) times their regular rate for all hours worked on Sunday.
(iii) Upon completion of eighteen (18) months of employment with the Employer, the employee shall receive time and one-half (1-1/2) times their regular rate for all hours worked on Sunday.

New hires hired on or after October 26, 2003, being paid straight time for Sunday work, will not affect the present hours being offered to current employees on Sunday.

4. Sunday work shall be rotated within the classification.
5. Employees shall be scheduled for a minimum of four (4) hours on Sunday.

6. Current full time employees in the Delicatessen and Seafood departments (only) can be mandated to start at 10:00am on Sundays. However, the employer shall not reduce the number of hours previously scheduled and must follow the regular scheduling guidelines.

M. The Employer may temporarily assign part-time employees to work forty (40) hours per week during the seasonal period from May 1st through September 30th or for up to eight (8) consecutive weeks outside of the seasonal period. Part-time employees on the Employers payroll as of October 26, 2003 and is temporarily appointed to work forty (40) hours in a week, the part-time employee will receive an additional one dollar (\$1.00) per hour on a temporary basis. Part-time employees hired after October 26, 2003, and are temporarily appointed to work forty (40) hours in a week; the part-time employee will receive an additional seventy-five cents (75¢) per hour on a temporary basis and shall continue to receive their part-time fringe benefits. If the Employer continues to assign a part-time employee to work forty (40) hours beyond the seasonal period or for more than eight (8) consecutive weeks outside of the seasonal period, he/she shall be considered a regular full-time employee.

ARTICLE 9
WAGES

Effective as of October 26, 2003, employees shall be paid all increases, classification rates, progression rates, premium pay, as set forth in Schedule "A" annexed hereto.

ARTICLE 10
PAY ON TERMINATION

The Employer agrees to pay all monies due to any employee upon layoff or termination not later than ten (10) days from date of layoff or termination.

Vacation due to a deceased employee shall be paid on a pro-rata basis to his beneficiary or estate.

ARTICLE 11
PAY FOR DEPARTMENT HEADS RELIEF

A. (1) When an employee, hired prior to 10/25/03, relieves a Department Manager on any day in a workweek other than when it is the Department Manager's regular day off, he or she shall be paid for

the period of such relief, in addition to their regular hourly rate, the difference between the full time or part time employee's base rate and the base rate for the Department Manager set forth in Schedule "A".

When an employee, hired after 10/25/03, relieves a Department Manager on any day in a workweek other than when it is the Department Manager's regular day off, he or she shall receive the lesser of either, the difference in their current base rate and the department manager base rate of pay or \$100.00 dollars per week (\$2.50 per hour).

(2) The Employer must offer the employees who have relieved prior to October 25,2003, the opportunity to relieve prior to offering it to new employees.

(3) In the week, that a Department Head returns from his vacation his schedule for that week will not be staggered for the purpose of avoiding relief pay. An Apprentice meat cutter shall not relieve a Meat Department Head except in a store that has no Journeyman / B Journeyman meat cutter.

B. There shall be a First Cutter Classification and premium rate in Meat Departments for each week that Meat Department sales exceed Fifteen Thousand Dollars (\$15,000.00). The weekly premium shall be equal to the difference between the Journeyman/B Journeyman Meat Cutter's base rate and the Meat Department Manager's base rate for one (1) day.

ARTICLE 12
DEPARTMENT MANAGER / EMPLOYEE TRAINING

A. The Employer agrees to provide training to all newly promoted Department Heads and First Cutters prior to or within two (2) months of the respective employee's promotion. No Department Head or First Person may be demoted based upon the Employer's claim of inability to perform the jobs, if the Employer has failed to provide training as described above. Department Heads and First Cutters shall receive their regular rate of pay and any applicable premiums while being trained by the Employer.

B. The Employer agrees to provide training to all employees sufficient to enable the employees to perform their job. The Union may grieve any discipline for work performance if the employee has not been trained, including discipline of probationary employees.

C. The Employer shall provide to the Union their training and / or re-training program for Department Heads, First Person, and all other classifications

ARTICLE 13
VACATIONS

A. All regular full-time employees shall be entitled to a vacation with pay of one (1) week for each six (6) months of full-time employment with the Employer, computed from his last date of full-time employment, but not to exceed two (2) weeks vacation with pay in any one (1) calendar year.

B. All regular full-time employees with seven (7) or more years' continuous full-time employment with the Employer shall be entitled to three (3) weeks vacation with pay. The third (3rd) week of such vacation need not be consecutive but may be granted at the discretion of the Employer during the calendar year.

C. All regular full-time employees with ten (10) or more years' continuous full-time employment with the Employer shall be entitled to four (4) weeks vacation with pay. The third (3rd) and fourth (4th) weeks of such vacation need not be consecutive with the first two (2) weeks, but may be granted at the discretion of the Employer during the calendar year.

D. All regular full-time employees with twenty five (25) or more years' continuous employment with the Employer shall be entitled to five (5) weeks vacation at forty (40) hours. The third (3rd) fourth (4th) and fifth (5th) weeks of such vacation need not be consecutive with the first two (2) weeks, but may be granted at the discretion of the Employer during the calendar year.

E. Length of service shall be computed as time served continuously by the employee with the Employer in any capacity other than as a part-time employee. A reasonable sick leave period shall be interpreted as three (3) months while on sick leave. In case of injury on the job (compensation) there shall be an extended leave of up to six (6) months which shall be considered as time worked in regard to vacation.

F. Vacation periods and assignments shall be at the discretion of the Employer, provided thirty (30) days' notice shall be given to the employee. Vacations of less than three (3) weeks shall be granted during the period from April 15th through September 30th and such other periods as may be agreed upon by the Union and the Employer. The Employer shall not refuse to schedule a full-time employee's vacation during a particular week solely because it is a week in which one (1) of the named holidays occur.

G. A regular full-time employee who is terminated prior to the vacation period for reasons other than just cause, and who is then entitled to one (1) week of vacation by virtue of six (6) months continuous full-time service during his vacation year, shall receive pay for the vacation due him. For each month in excess of six (6) months of continuous full-time service during the vacation year, the employee shall receive one (1) day of vacation pay. Such vacation, if any, shall be computed from the anniversary date of his employment.

H. In the event the Employer requires a regular full-time employee to take his vacation during a week in which any of the full holidays mentioned in Article 14 hereof shall occur, said employee shall receive an additional day's vacation or an additional day's pay in lieu thereof, at the discretion of the Employer. All premium pay, exclusive of overtime, shall be enjoyed by the employee while on vacation.

I. The terms of this paragraph shall apply to full-time employees hired prior to October 21, 1995. All regular full-time employees eligible for one (1) week's vacation shall be granted one (1) additional day's vacation with pay which may be taken at the time of their vacation or at a time during the calendar year mutually agreed upon by the employee and the Employer, or the employee may be paid in lieu thereof, at the discretion of the Employer. All employees eligible for two (2) weeks vacation or more shall be granted two (2) additional days vacation with pay which may be taken at the time of their vacation or a time during the calendar year mutually agreed upon by the employee and the Employer, or the employee may be paid in lieu thereof, at the discretion of the Employer.

J. Part-time employees who have completed twelve (12) or more consecutive months of employment with the Employer shall be eligible for pro-rata vacations. Pro-rata vacation pay shall be computed on the basis of the total hours worked during the immediately preceding twelve (12) month period divided by the number of weeks worked during the same period.

K. A regular part-time employee who is terminated prior to the vacation period for reasons other than just cause, and who is entitled to a pro-rata vacation by virtue of twelve (12) months continuous employment with the Employer, shall receive pay for the vacation due.

L. The terms of this paragraph shall apply to full-time and part-time employees who are:

1. Newly appointed on or after October 21, 1995, or
2. New to the Industry/Local 342 on or after October 21, 1995.

The terms of this paragraph shall apply to all other newly hired full-time and part-time employees who have Industry/Local 342 experience for the first thirty-six (36) months of their employment only.

Full-time employees shall receive the following vacation benefits

1 year	-	40 hours
3 years	-	80 hours
12 years	-	120 hours

Part-time employees shall receive the following vacation benefits:

1 year	-	15 hours
3 years	-	30 hours
12 years	-	60 hours

M. All part-time employees appointed to full-time status on or after October 26, 2003, will receive credit for their part-time service with the Employer on a one-for-two (1:2) basis toward the vacation entitlements set forth in paragraph (K) above, including for any waiting periods, provided that in no event shall any such employee receive less vacation entitlement than he/she received prior to his/her full-time appointment. Any vacation entitlement used by the employee during the year while in part-time status will be deducted from his/her full-time entitlement. Employees who were appointed to full-time status between October 26, 2003 and October 25, 2007, shall, upon reaching their first entitlement update after October 26, 2003, have their future vacation entitlement determined pursuant to this paragraph.

ARTICLE 14 **HOLIDAYS**

A. The following holidays shall be enjoyed by those employees hired prior to October 21, 1995:

New Year's Day	Thanksgiving Day
Washington's Birthday	Christmas Day
Memorial Day	Employee's Birthday
Fourth of July	Employee's Anniversary Date of Employment
Labor Day	Employee's Personal Holidays - two (2) days
Presidential Election (full day)	

B. The terms of this paragraph shall apply to all other newly hired full-time and part-time employees who have Industry/Local 342 experience for the first thirty-six (36) months of their employment only.

1. All Full-time employees on the payroll between October 21, 1995 and October 25, 2003, shall receive the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day.

2. All Full-time employees on the payroll between October 21, 1995 and October 25, 2003, shall receive the following personal holidays:

After 1 year of continuous service: maximum of 2 personal holidays.
After 2 years of continuous service: maximum of 3 personal holidays.
After 3 years of continuous service: maximum of 4 personal holidays.

3. Full-Time employees hired after October 25, 2003, upon completion of six (6) months of continuous service, will follow the holiday schedule as stated in (B) 1 above and shall not be entitled to any personal holidays.

4. All Part-time employees on the payroll between October 21, 1995 and October 25, 2003, shall receive the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day.

5. All part-time employees on the payroll between October 21, 1995 and October 25, 2003, shall receive the following personal holidays:

After 1 year of continuous service: maximum of 2 personal days at four hours.
After 2 years of continuous service: maximum of 3 personal days at four hours.
After 3 years of continuous service: maximum of 4 personal days at four hours.

6. All part-time employees hired after October 25, 2003, upon completion of six (6) months of continuous service, will follow the named holiday as stated in (B) 4 above and will receive four (4) hours pay for each holiday. Part-time employees will not be entitled to any personal days.

C. All part-time employees appointed to full-time status on or after October 26, 2003, will receive credit for their part-time service with the Employer on a one-for-two (1:2) basis toward the holiday entitlements set forth in paragraph (B) above, including for the waiting periods set forth therein, provided that in no event shall any such employee receive fewer holidays or personal days than he/she received prior to his/her full-time appointment. Any personal days taken by the employee during the year

while in part-time status will be deducted from his/her full-time personal days entitlement. Employees who were appointed to full-time status between October 26, 2003, and October 25, 2007, shall, upon reaching their first entitlement update after October 26, 2003, have their future holiday entitlement determined pursuant to this paragraph.

D. If there is no work to be performed on the above named holidays, the regular full-time employees shall receive their regular weekly wages, providing they worked their regularly scheduled hours in the other days in the holiday week, or their absence is excused in advance by the Employer. Work performed on a holiday by regular full-time employees shall be paid for at time and one-half (1-1/2) the regular hourly rate of pay, in addition to the holiday pay. Employees shall not be compelled to work on holidays, unless the Employer is unable to properly staff a department. In this case, employees shall be required to work and will be called in inverse order of seniority by classification, as provided by paragraph (L), below.

E. Any time worked except on a holiday by a regular full-time employee in excess of thirty-two (32) hours in a week during a week in which one (1) of the above named holidays falls shall be paid for at time and one-half (1-1/2) the regular hourly rate of pay.

F. Regular full-time employees shall be eligible each year for personal holidays as provided above after six (6) or more consecutive months of full-time employment with the Employer. The personal holidays shall be granted on days mutually agreed upon by the employee and the Employer. Only regularly scheduled work days may be selected as personal holidays, and only one (1) employee from a store shall be granted a personal holiday on anyone (1) day. Should the Employer and the employee fail to agree on dates for the personal holidays during any year, the Employer will at its option grant either paid time off or eight (8) hours' straight-time pay in lieu of time off for each personal holiday. Such paid time off or pay in lieu of time off shall be granted within two (2) weeks of notification to the Employer by either the employee or the Union that the employee was not granted his personal holidays during the year.

G. Regular full-time employees shall be eligible for their birthday and their anniversary date of employment as paid holidays. Should the employee's birthday or anniversary date of employment fall on the employee's regularly scheduled day off or another non-working day, the birthday or anniversary date of employment holiday shall be granted on a day mutually agreed upon by the employee and the Employer. Only one (1) employee from a store shall be granted a birthday or anniversary date of employment holiday on anyone (1) day.

H. All full-time employees who have worked at least three (3) days of the holiday week in which said holiday occurs, shall be paid for said holiday. This shall include temporary full-time employees.

I. Part-time employees who have completed six (6) or more consecutive months of employment with the Employer and who have worked all of their regularly scheduled hours on the other days in the holiday week, unless their absence is excused in advance by the Employer, shall be eligible for holiday pay for the same holidays as full-time employees, on a pro-rata basis. An eligible part-time employee shall receive pro-rata holiday pay computed on the basis of one-fifth (1/5) of the average weekly hours worked by him/her during the five (5) workweeks immediately preceding the holiday.

J. The Employer shall notify the Union fifteen (15) calendar days prior to each of the holidays observed by the Employer under this Agreement in the event it intends to keep the stores open. If during said fifteen (15) day period the Employer finds that competition is to remain open and it decides to remain open, it shall notify the Union of its intention.

K. Premium pay and overtime pay shall not be pyramided.

L. In the event that the Employer's store is open for business on one of the named holidays, the Employer will post a schedule no later than ten (10) days preceding the holiday. The schedule shall list by classification the number of employees required to work the holiday, and schedule such employees on the basis of rotation by classification. Employees who are scheduled but who do not desire to work must so advise the Employer within twenty-four (24) hours of the posting. If the Employer is unable to adequately staff a department, in accordance with the needs set forth in the posted schedule, employees assigned to the store will be required to work, and will be called in inverse order of seniority by classification.

M. When Christmas Eve and New Year's Eve fall on working days, fifty percent (50%) of the employees shall be excused from work on Christmas Eve one (1) hour before the end of their normal shift without loss of pay, and the other fifty percent (50%) shall be excused from work on New Year's Eve one (1) hour before the end of their normal shift without loss of pay.

ARTICLE 15
WELFARE

1. It is agreed that for the months of November 2003, December 2003, and January 2004, the Employer will contribute at its current rate for full-time and part-time employees. The Employer will receive a funding letter from the Union to guarantee any of Stop & Shop's shortfalls during the period.

2. The Employer agrees to maintain the benefits of the Local 342 Welfare Fund in effect as of the effective date of this Agreement. The Employer agrees that no later than April 1, 2004, it shall make a lump-sum payment to the Local 342 Health & Welfare Fund ("Fund") equal to sixty (60) days of Reserves, plus one (1) month of the Employer's prior average six month's claims experience which shall be applied toward the reserve position of the Fund that exists prior to April 1, 2004. If the one-month Reserve is not sufficient to cover the IBNR of the Independent Employers, the Employer shall be responsible for its proportionate share of the claims between the actual Reserve and the IBNR of the Independent Employers, which is equal to the runoff of the Independent Employers' participation in the Fund.

Effective April 1, 2004, Reserves shall be based upon the estimated claims calculated by the Fund's consultant attributable to the Employer's Covered Employees (and Dependents) and the Employer's proportionate share of the Fund's administrative costs. Administrative costs are defined as the sum of the Fund's operating expenses and any other expenses for which the Fund is responsible and for which payment cannot be obtained from a contributing Employer or third party. The proportionate share of administrative costs shall be determined under this Agreement based upon the number of covered employees employed by the Employer relative to the total number of Plan participants.

3. Following April 1, 2004, the Employer agrees to wire-transfer the Fund on the 15th day and the last day of each month an amount determined by the Fund needed to pay all claims incurred that are attributable to the Employer's Covered Employees and Dependents and the Employer's proportionate share of the Fund's administrative costs. Following payments by the Employer, at the request of the Employer, the Fund shall provide claims information to substantiate the request for payment (excluding that information which would constitute Protected Health Information under HIPAA).

4. No later than April 1, 2005, and on each 12-month anniversary thereafter, during the term of this Agreement, the Employer agrees to make a lump-sum contribution to the Fund to maintain two (2) months of Reserves (defined as estimated claims attributable to the Employer's Covered Employees and Dependents and the Employer's proportionate share of administrative costs for the next twelve (12) months) as determined by the Fund's Consultant. If the actual claims and share of administrative costs attributable to the Employer in each twelve (12) month period are greater or less than the lump sum contribution paid, the shortfall or excess (as the case may be) shall be charged or credited to the Employer for purposes of calculating the lump-sum contribution due for the next twelve-month period.

5. In the event that the Employer withdraws from the Fund for any reason, including withdrawal as a result of cessation of operations, the Employer agrees that it will be responsible for paying all claims incurred by its Covered Employees and Dependents prior to the date of the Employer's withdrawal.

6. Local 342 Welfare Fund: The Employer would place a two-month deposit with the Union based upon its present actual experience. With all claims after 02/01/04, the Union would bill the Employer monthly for its actual amount of money paid out to the Employer's employees. Included in that monthly bill would be all the applicable Union administration fees, which currently are running approximately \$30.00 per month per employee. On February 1, 2004, the Employer will place one-month pre-payment deposit with the Fund. Over the next twelve (12) months in equal installments, they will put up the value of one (1) more month pre-paid deposit.

7. Well Baby Care will be added to the Local 342 Welfare Fund plan of benefits.

8. Over the next 12 to 18 months, the Union and the Employer will work towards looking at ways to decrease the cost of administration. Examples of such, use of clinics instead of emergency rooms, reviewing outside claims administration providers, providing the Employer trustee with annual financial statements, enrollment procedures, coordination of benefits, and look at Empire Blue Cross EPO approach.

9. Employees hired after October 25, 2003, it is agreed as follows: After one (1) year of continuous service, employees will receive the plan benefits as provided for in the Local 342 Welfare Fund, Plan Two (2). The method of payment will be based on Stop & Shop's own experience as described in the Local 342 Welfare Fund.

10. Any employee converted from part time to full time status would be capped at the Local 342 Welfare Fund, Plan Two (2) schedule of benefits.

11. For each Extra Journeyman/B Journeyman Butcher working an eight (8) hour day the Employer agrees to contribute Three Dollars (\$3.00) per day.

12. The Employer agrees to cover the employees, at no cost to the employees, for Sickness and Accident Insurance as required by the New York State Disability Law.

13. The Employer will cooperate with the Union in the formation of an Alcohol Rehabilitation program.

14. The Employer agrees that when the Mobile Medical program is instituted, it will provide the necessary paid time for its employees to utilize said program.

15. The parties agree that a portion of the contribution to the Welfare Fund on behalf of full-time employees shall be used for the purpose of providing supplemental insurance benefits to employees disabled as a result of on-the-job injury and certified by Workmen's Compensation.

16. The Employer shall continue contributions to the Local 342 Welfare Fund for a period not to exceed six (6) months for an employee who is on authorized sick leave, and for a period not to exceed twelve (12) months for an employee who is being paid Workmen's Compensation benefits due to an injury on the job.

17. The Employer agrees to be bound by the Agreement and Declaration of Trust as may be amended establishing the Welfare Fund including the provisions for the collection of contributions.

18. The contribution to the Welfare Fund shall be remitted by the Employers on or before the twentieth (20th) day of each month. Upon the failure of the Employer to make contributions within thirty (30) days of the date due, the Trustees shall be entitled at their sole option to take any actions permitted by this Agreement, by agreements and declarations of trust establishing the funds or by law to collect said contributions.

MEDICAL FOR RETIREES

For the purpose of this clause ("Medical for Retirees" and "Article 16 – Pension Plan (G)" only), the term "window period" shall mean:

1. 1st Window Period shall be from January 1, 2004 thru and including June 30, 2004, for employees who are 62 thru 65 years of age and retire during this period
2. 2nd Window Period shall be from January 1, 2007 thru and including June 30, 2007, for employees who are 62 thru 65 years of age and retire during this period.

All full time employees who elect to retire between the ages of 62 and at any time prior to their 65th birthday and do so within the window periods as defined above, are entitled to receive medical insurance benefits up until the date they are eligible to receive Medicare coverage or death, at which time the company's obligation to pay for coverage ceases. Full-time employees (retirees) shall receive their medical coverage from the Local 342 Independent Fund, Plan 2 level of benefits. The method of payment for providing such medical coverage will be based on the Company's own experience as described above.

ARTICLE 16
PENSION PLAN

The Employer agrees to contribute to the Amalgamated Meat Cutters and Retail Food Store Employees Union Pension Fund, Local 342, AFL-CIO, for the purpose of providing a program of Pension benefits as established by the Trustees of its jointly administered Trust Fund, for each full-time employee hired on or before October 25, 2003 only, according to the following schedule:

Effective February 1, 2004	\$155.49 per month
Effective February 1, 2005	\$185.49 per month
Effective February 1, 2006	\$210.49 per month
Effective February 1, 2007	\$235.49 per month

There will be no benefit increase for the members during the term of this agreement; however, the contributions will be used to try to reduce the current unfunded liability. Every two (2) years, the fund will re-evaluate its unfunded position, which will dictate the need for the continuation or ending of the \$25.00 payments. The trustees must be bound by the terms of this agreement.

The parties agree that contributions to the Pension Fund shall be deductible in full for the Employer's taxable year with respect to which the contribution is made. The determination as to deductibility shall be based

on information reasonably available concerning the funding status of the Pension Fund at the time the contribution would be due. In the event that the contributions set forth in this Article are not deductible, the obligation to make said contributions to the Pension Fund will be suspended and the Employer shall contribute an equal amount to the Welfare Fund described at Article 15 above.

The parties agree that the schedule of contributions hereinabove set forth shall provide for eligible employees at normal retirement a maximum pension benefit of Eight Hundred Dollars (\$800.00) per month after thirty (30) years of service. The following benefits in the Pension Plan will be effective:

1. Said pension benefit shall be based upon a normal retirement age of sixty-two (62) with the number of years of service to determine the level of benefits.
2. A service pension of a minimum of Eight Hundred Dollars (\$800.00) per month will be payable upon fulfillment of the following requirements:
 - (i) Attainment of age fifty-five (55), and
 - (ii) Completion of thirty (30) years of service.
3. A monthly pension benefit in excess of Eight Hundred Dollars (\$800.00) per month will be accrued for each year of service in excess of thirty (30) years without limit.
 - (i) The Employer will commence contributions to the Pension Fund for regular full-time employees on the first (1st) day of the calendar month following their completion of thirty (30) days of employment, for those employees hired on or before 10/25/03.
 - (ii) For each Extra Journeyman Meat Cutter working an eight (8) hour day for the Employer, the Employer agrees to contribute to the aforesaid Fund Three Dollars (\$3.00) per day.

B. The Employer agrees to make contributions to the Amalgamated Meat Cutters and Food Store Employees Union Pension Fund, Local 342, AFL-CIO, to provide a part-time pension benefit, for those part-time employees hired prior to October 25, 2003, as determined by the Trustees of such Fund. Contributions shall be made for each part-time employee the first (1st) of the month following the completion of three (3) continuous months of employment, according to the following schedule:

Effective February 1, 2004

\$20.94 per month

C. A lump sum payment in an amount to be determined by the Trustees of the Amalgamated Meat Cutters and Food Store Employees Union Pension Fund, Local 342, AFL-CIO, may be granted to eligible retirees and beneficiaries during the term of the Agreement if the Trustees determine it is prudent to do so.

D. The Employer agrees to be bound by the Agreement and Declaration of Trust as may be amended establishing the Pension Fund including the provisions for the collection of contributions.

E. The parties and the Trustees of the Amalgamated Meat Cutters and Retail Food Store Employees Union Pension Fund, Local 342, AFL-CIO, will execute an agreement to freeze the accrual of future service benefits under the Plan and to amortize the unfunded vested liability over fifteen (15) years and all Employers covered by this Agreement shall also be obligated to sign this document.

F. Paragraphs (A) through (D) describe the summary of the Plan and required contributions to the Amalgamated Meat Cutters and Retail Food Store Employees Union Pension Fund Local 342, AFL-CIO. Effective December 31, 1995, the Plan's benefits shall be frozen and no further accruals shall be credited to employees covered under the Plan. The plan shall be further revised so as to provide a past service benefit of Forty Dollars (\$40.00) per month per year of service for all service prior to January 1, 1996.

G. Full-time employees retiring during the window periods as described herein and are at least 62 years of age, retiring under the rules of the Local 342 Pension Plan, shall receive as a benefit under the Plan, a Six Thousand Dollars (\$6,000.00) annual lump sum payment. Such payment is payable on December 1st of each year for the next four (4) years upon their retirement, consistent with the terms of the Pension Plan, which the Trustees of the Pension Plan are directed to amend in a manner necessary to preserve the Pension Plan's tax-exempt status. In no event shall the employee (retiree) receive less than Twenty Four Thousand Dollars (\$24,000.00) total. In the event the retired employee passes away prior to receiving the total payout of Twenty Four Thousand Dollars (\$24,000.00), the surviving spouse, if any, shall receive the remainder, consistent with the payout schedule above. If there is no surviving spouse the Participants beneficiary under the terms of the Pension Plan, shall receive the benefit.

The Employer shall fund the benefit consistent with the minimum funding requirements of ERISA, but in no event shall the annual contribution, to fund this benefit, be less than six thousand (\$6,000.00) dollars multiplied by the number of employees electing to receive such benefit. Such contribution shall be due no later than December 1 each calendar year during which the benefit is payable or earlier in the calendar year as determined is necessary by the trustees.

1. 1st Window Period shall be from January 1, 2004 thru and including June 30, 2004.
2. 2nd Window Period shall be from January 1, 2007 thru and including June 30, 2007.

H. Effective October 26, 2003, the Employer will make the following contributions for each full-time and part-time employee hired on or before October 25, 2003 only, to the United Food & Commercial Workers International Union and Industry Pension Fund per month:

\$193.50 per month per full-time employee after thirty (30) days of continuous employment

\$9.06 per month per part-time employee after three (3) months of continuous employment

Effective February 1, 2005, the Employer will make the following contributions for each full-time and part-time employee hired on or before October 25, 2003 only, to the United Food & Commercial Workers International Union and Industry Pension Fund per month:

\$201.93 per month per full-time employee to provide a \$60.00 future service benefit

\$10.02 per month per part-time employee to maintain the current \$6.00 benefit.

The Employer shall sign the appropriate Participation Agreements required by the United Food & Commercial Workers International Union and Industry Pension Fund.

ANNUITY FUND

A. For all eligible full time and part time employees, hired after October 25, 2003, regardless of Industry Experience, the Employer shall contribute to the Local 342 Annuity Fund that has been or will be established according to the following schedule:

\$100.00 contribution per full time employee per month.

\$50.00 contribution per part time employee per month.

All newly hired full-time and part time employees, the Employer shall contribute to the Local 342 Annuity Plan on the first day of the month following twelve (12) months of service.

B. All part time employees on the Employer's payroll prior to October 25, 2003 and converted to full time employment after October 25, 2003, will be eligible to take part in the Annuity based on a "2 for 1" continuous service credit and the Employer shall contribute on behalf of such employees to the Local 342 Annuity Fund first day of the month following the conversion to full-time, according to the following schedule:

\$100.00 contribution per full time converted employee per month.

The employer shall sign the appropriate Participation Agreements required to establish and maintain the Annuity Benefit Fund.

Employer contributions to the Local 342 Pension Fund or the United Food & Commercial Workers International Union and Industry Pension Fund on behalf of Employees hired or converted after October 25, 2003, will cease at this time

ARTICLE 17
SAFETY-EDUCATION-CULTURAL FUND

The Employer agrees to contribute to the Amalgamated Meat Cutters and Retail Food Store Employees Union Safety-Education-Cultural Fund Local No. 342, AFL-CIO on behalf of each regular full-time and part-time employee, hired on or before October 25, 2003, on the first (1st) day of the calendar month following completion of six (6) consecutive months of full-time and part-time employment in accordance with the following schedule:

Effective February 1, 2004	\$14.00 per month, per employee
Effective February 1, 2005	\$15.00 per month, per employee
Effective February 1, 2006	\$17.00 per month, per employee
Effective December 1, 2006	\$18.00 per month, per employee

The Employer agrees to contribute to the Amalgamated Meat Cutters and Retail Food Store Employees Union Safety-Education-Cultural Fund Local No. 342, AFL-CIO on behalf of each regular full-time and part-time employee, hired after October 25, 2003, on the first (1st) day of the calendar month following completion of twelve (12) consecutive months of full-time and part-time employment in accordance with the following schedule:

Effective February 1, 2004	\$6.00 per month, per employee
Effective February 1, 2005	\$8.00 per month, per employee
Effective February 1, 2006	\$10.00 per month, per employee

It is understood and agreed that the Safety-Education-Cultural Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service.

The Employer agrees to be bound by this Agreement and Declaration of Trust as may be amended establishing the Safety-Education-Cultural Fund including the provisions for the collection of contributions.

ARTICLE 18
LEGAL FUND

The Employer agrees to contribute to the Amalgamated Meat Cutters and Retail Food Store Employees Union Legal Fund Local No. 342, AFL-CIO, on behalf of each regular full-time and part-time employee, hired on or before October 25, 2003, on the first (1st) day of the calendar month following completion of six (6) consecutive months of full-time and part-time employment in accordance with the following schedule:

Effective February 1, 2004	\$4.00 per month, per employee
Effective February 1, 2005	\$5.00 per month, per employee
Effective February 1, 2006	\$7.00 per month, per employee
Effective December 1, 2006	\$8.00 per month, per employee

The Employer agrees to contribute to the Amalgamated Meat Cutters and Retail Food Store Employees Union Legal Fund Local No. 342, AFL-CIO, on behalf of each regular full-time and part-time employee, hired after October 25, 2003, on the first (1st) day of the calendar month following completion of twelve (12) consecutive months of full-time and part-time employment in accordance with the following schedule:

Effective February 1, 2004 \$4.00 per month, per employee
Effective February 1, 2006 \$6.00 per month, per employee

It is understood and agreed that the Legal Fund referred to herein shall be such as will continuously qualify for approval by the Internal Revenue Service.

The Employer agrees to be bound by this Agreement and Declaration of Trust as may be amended establishing a closed panel, representative Legal Fund including the provisions for the collection of contributions

ARTICLE 19
NO STRIKE OR LOCKOUTS

There shall be no cessation of work, no strikes, no picketing or other interference with the operation of the Employer or lockouts for any cause whatsoever during the life of this Agreement. The provisions of this paragraph shall be inoperative in the event that the Employer is delinquent in making contributions to either the Welfare, Pension, Safety-Education-Cultural or Legal Funds in accordance with the applicable Trust Agreements.

No employee shall be disciplined or discharged for refusal to cross a legal picket line directed against the Employer in its capacity as a primary employer.

ARTICLE 20
DISCHARGES AND DEMOTIONS

No regular employee who has passed his probationary period may be discharged except for proper cause, provided, however, that within seventy-two (72) hours the Employer shall notify the Union by mail of the discharge of such employee setting forth the reasons therefor.

A. The Union may, not later than five (5) days after receipt of written notice of such discharge, challenge same through the grievance procedure herein provided and if not settled through the grievance procedure, the matter may be submitted to arbitration in the manner herein provided.

B. No Department Head may be demoted without written notice and prior discussion with the Union. In the event of demotion the Employer may 1) give the Department Head two (2) weeks' pay in lieu of two (2) weeks notice to the Union, or 2) by mutual agreement with the Union, demote such Department Head to prior classification and pay him/her at the rate set forth

in Schedule "A" provided the demotion is for proper cause. The former Department Head may elect to accept two (2) weeks' pay and terminate his/her employment rather than accept a demotion.

C. Any Department Head desiring a voluntary change of classification shall not be required to continue as Department Head for any period longer than necessary to secure a suitable replacement by the Employer. In the event that the Department Head feels the time period he is required to remain is excessive, it shall be subject to the Grievance Procedure.

ARTICLE 21
NOTICES

The Employer will give one (1) week's written notice on any permanent layoff to the Union, and two (2) weeks' notice for Meat Department Heads.

The Employer will notify the Union two (2) weeks in advance of the actual closing of a store, unless the closing is caused by circumstances beyond the Employer's control.

ARTICLE 22
TRANSFERS

A. Full-time permanent transfers from a store shall be made on the basis of company seniority, within the store by classification except where mutually agreed upon by the Employer and employee, and prior notice given to the Union for other than a seniority transfer.

B. All temporary transfers shall be based on seniority and rotated except where mutually agreed upon by the Employer and the employee. Also prior notice given to the Union for other than a seniority transfer.

C. I. **Transfers of Managers and First Persons only:**

- (i) The Employer shall have the right to transfer a manager and a first person but must notify the Union prior to said transfer.
- (ii) For the purpose of transfers of managers and first persons, it has been agreed that the Union and Employer will meet to attempt to establish zones, if an agreement is not reached regarding zones, then transfers will be limited to twenty (20) miles from the employees home store.

- (iii) Step down in lieu of a transfer: The employer shall have the right to move the employee to any store in any zone and that store will fall into the employees' seniority. No travel pay shall be given.
- (iv) Step down for hardship or demotion: The employee will be relocated but would stay within their zone area. No travel pay shall be given.
- (v) Travel pay formula shall be as follows:

The Employer and the Union will calculate the present mileage from the employee's home to his current store (round-trip) and then calculate from the employee's home to the new store and all incremental miles would be paid at the rate of \$.20 per mile plus tolls if applicable.

2. Transfers of Employees Other than Managers and First Persons:

- (i) The Employer will pay \$.08 per mile for transfers of regular employees using the same formula as C. (1)(v) above, including tolls.
- (ii) The Employer and the Union have agreed, in an effort to decrease the mileage of relocation of these employees, to develop a zone plan. It has been agreed that the Union and Employer will meet to attempt to establish zones, if an agreement is not reached regarding zones, then transfers will be limited to twenty (20) miles from the employees home store.

3. Floater:

- (i) It is agreed the company can have a classification "Floater". Such employee hired on or after October 26, 2003, would be assigned at any time to any of the employer stores, upon the discretion of the Employer. The employee would receive a \$25.00 per week premium, plus travel pay of \$.08 per mile from the employees home to the assigned store less present store. All designated floaters will be cross-trained and can be required to work in any department.
- (ii) It is agreed the company will have a maximum of twenty (20) floaters. A floater will be a full-time person who will be offered the position by inverse order of seniority, except in the case of volunteers. At any time, the Employer may use less than the maximum number of floaters.

(iii) Any employee hired on or before October 25, 2003, accepting an appointment as a designated floater and who presently has a Sunday assignment, would continue to receive their normal allotment of Sunday hours in their home store as part of their over-time schedule. The use of a floater cannot reduce the normal Sunday schedules for those employees hired on or before 10/25/03.

D. Employees transferred to summer points shall be transferred back to their respective stores as soon as possible after Labor Day unless mutually agreed upon between the Employer and the employee and notice given to the Union.

E. Tolls paid in the case of temporary transfers shall be reimbursed regardless of mileage.

ARTICLE 23
EMPLOYEE MEETINGS

For those employees who are requested to attend meetings for the convenience of the Employer, the following is agreed upon:

- A. The Employer agrees to the Travel Pay Provision for such meetings,
- B. The Employer agrees to notify the Union in advance of such meetings.
- C. The Employer agrees to pay for time spent by the employee in attendance at all meetings held for the convenience of the Employer during or after the regular work schedule as provided in the Agreement.

ARTICLE 24
GRIEVANCE PROCEDURE AND ARBITRATION

Should differences arise between the Union and its members and the Employer as to the interpretation, application or enforcement of any of the provisions of this Agreement, except differences which arise involving contributions to the Welfare, Pension, Annuity, Safety-Education-Cultural or Legal Funds, they shall be handled in the following manner:

- A. The aggrieved employee or steward or Union representative of the Union, or either, may not later than thirty (30) days following the occurrence of the grievance, present and discuss same with the Store Manager or such other person designated by the Employer. Presentation of a grievance may be oral or in writing. If the grievance is filed on behalf of

a group of employees, then the grievance may be initiated at step two of the grievance procedure. If not presented within thirty (30) days of its occurrence, the grievance shall be considered waived.

B. The Employer's Human Resource Manager or other designated representative shall submit a written or verbal answer to the grievance within seven (7) days of its presentation.

C. Arbitrations:

1. (i) All Arbitration cases will be heard by an arbitrator selected from a panel of arbitrators. The Union and the Employer will rotate the selection of arbitrators. Both parties shall submit a list of four (4) arbitrators and these arbitrators shall comprise the panel of arbitrators to be utilized to hear and decide disputes. Either side may add to or delete from the panel with sixty (60) days notice to the other side. All panel arbitrators must be members of the American Arbitration Association and/or the National Academy of Arbitrators. The panel of arbitrators shall hear cases on a rotating basis.
- (ii) The Union or the employer may notify the other party of its intent to arbitrate after the third (3) step, and such notice shall be in writing. The employer agrees that an arbitration must be commenced within sixty (60) calendar days from the date either party notifies the other of its intent to arbitrate an issue, except by mutual written consent of the employer and the Union to extend the sixty (60) day calendar period. The aggrieved party will notify the panel arbitrator who is up next to hear the case, except that if the next arbitrator up cannot hear the cases within sixty (60) days, then the arbitrator shall be the next name from the arbitrator panel of the party who's turn it was to select the arbitrator. If each side exhausts its pick for an arbitrator to hear its case, then whichever side was up can request a non-panel arbitrator that is a member of the American Arbitration Association and/or the National Academy of Arbitrators.
- (iii) Both sides agree that they will promptly provide the other side with relevant information requested to prepare for any arbitration. The Employer and the Union agree that all arbitrations will be heard in either the Unions or the Employers offices, on a rotating basis.

- (iv) Within the sixty (60) day period referenced in C. (1)(i) above, either party may request one (1) adjournment. If the original date is adjourned, the rescheduled date must be no later than within seven (7) calendar days of the end of the sixty (60) day period. If there is need for an additional date of hearing, that additional date will be scheduled within seven (7) days. If the Employer or the Union does not comply with the requirement to complete the arbitration as set forth above, then the party who does not comply shall forfeit the arbitration and the grievance shall be deemed granted, including the requested remedy. The parties shall then sign a Consent Award embodying the nature of the grievance and an appropriate award. No more than ten (10) arbitrations will be filed within a sixty (60) day period, then the additional arbitrations shall be completed within one hundred twenty (120) days, instead of sixty (60) days.

The arbitrator shall have up to thirty (30) days from the close of the hearing to render an award, except that a shorter or longer period may be set by mutual agreement of parties, provided the mutually agreed time periods falls within the time limits set above.

- (v) If either party fails to comply with an Arbitrator's award, and the aggrieved party must seek to enforce an arbitration award, then the successful party shall have its attorney fees paid by the other party. The payment will be sent directly from the party to the aggrieved party's attorney within thirty (30) calendar days of receiving the bill.

2. In all arbitration proceedings, the following shall apply

- (i) The arbitrator shall not have the power to add to, delete from or modify the provisions of this Agreement
- (ii) The decision of the arbitrator shall be final and binding upon both parties
- (iii) The cost of arbitration shall be shared equally between the Employer and the Union.

D. This Agreement shall not vest or create in any employee or group of employees any rights or privileges which they or any of them could enforce. All rights, including the rights of enforcement of the provisions of this Agreement and remedies for breach thereof by the Employer, shall rest solely with the Union.

ARTICLE 25
UNLOADING OF TRUCKS

If the Union claims that the unloading of a truck for the purpose of putting meat and other items from the truck into the icebox is an undue hardship for any employee, and if an agreement is not reached between the Employer and the Union with reference to the handling of this situation, then and in that event, the Union may treat this matter as a grievance to be settled pursuant to the grievance and arbitration procedure herein provided.

ARTICLE 26
UNION VISITATIONS

Representatives of the Union shall have the right to visit any of the Employer's places of business at any time during normal working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no interruption of or interference with the Employer's business.

ARTICLE 27
DEPARTMENT STEWARDS

The Union may elect or appoint one (1) Department Steward in stores employing five (5) or more full-time employees covered by this Agreement. There shall be no transfer of Department Stewards without prior discussion with the Union. In the event the Union disagrees, the issue shall be subject to the grievance procedure. The Employer shall be notified of the election or appointment of such Department Stewards.

The Employer will, with adequate notice, arrange for not more than one (1) Shop Steward from each store to have a scheduled day off once each year with eight (8) hours straight-time pay for the purpose of attending the Local 342 Shop Stewards' Conference, said conference to be scheduled in a week other than a holiday week.

ARTICLE 28
BULLETIN BOARDS AND NOTICES

The Union shall share existing store bulletin boards for the use of regular Union notices.

The Employer will advise the Union in advance of the distribution of any notice to its employees.

ARTICLE 29
PRIOR PRIVILEGES

The Employer agrees that any conditions other than those set forth in the Agreement and enjoyed by the employees in the Employer's employ, shall be continued in effect on behalf of such employees.

ARTICLE 30
SICK LEAVE

A. All regular full-time employees hired prior to October 21, 1995 shall, after completing six (6) consecutive months of full-time employment with the Employer, be eligible to receive in a year a maximum of nine (9) days sick leave with pay computed on the employee's base work week rate and hours.

B. The terms of this paragraph shall apply to all other newly hired full-time and part-time employees who have Industry/Local 342 experience for the first thirty-six (36) months of their employment only.

Full time employees hired after October 21, 1995 and before October 25, 2003, with more than one (1) year of continuous service, shall receive ten (10) sick days each year. Such employees will be reimbursed for unused sick days, for whatever sick days not used, up to a total of seven (7) sick days in each sick leave year.

C. Part-time employees on the payroll after October 21, 1995 and before October 25, 2003, with more than one (1) year of continuous service shall receive six (6) sick days on a pro-rated basis.

All part-time employees appointed to full-time status on or after October 26, 2003 will receive credit for their part-time service with the Employer on a one-for-two (1:2) basis toward the sick leave entitlements set forth in paragraph (G) below, including for any waiting periods, provided that in no event shall any such employee receive less sick leave entitlement than

he/she received prior to his/her full-time appointment. Any sick leave entitlement used by the employee during the sick leave year while in part-time status will be deducted from his/her full-time entitlement. Employees who were appointed to full-time status between October 26, 2003 and October 25, 2007 shall, upon reaching their next sick leave year after October 26, 2003, have their future sick leave entitlement determined pursuant to this paragraph.

D. All eligible regular full-time employees hired prior to October 21, 1995, shall be eligible to receive three (3) additional days of sick leave with pay in each sick leave year, however, said additional three (3) sick leave days shall be granted only as actual sick leave after the employee's annual entitlement of nine (9) days has been used as sick leave and shall not be accumulated or reimbursable as pay for unused sick leave. The sick leave year shall commence on the following dates: February 1, 2004, February 6, 2005, February 5, 2006 and February 4, 2007.

E. All regular full-time employees in the continuous full-time employ of the Employer during the entire period specified in the first paragraph of Article 20 of the Agreement dated April 21, 1961, between the parties hereto shall continue to be eligible to receive the additional day of sick leave with pay for which they may theretofore have been eligible under the Employer's former plan, if any.

F. Those employees who are in the employ of the Employer on the last day of each sick leave year and who were in the Employer's employ in a full-time capacity for six (6) months or more during the sick leave year shall be paid for sick leave on a pro-rata basis for which they were eligible but did not use, except for those additional sick leave days described in Paragraph (B) herein-above.

The aforesaid provision shall also apply to employees with six (6) or more months of full-time employment with the Employer and who are laid off because of lack of work.

Sick leave shall not be cumulative. The Employer agrees that all unused sick leave shall be paid for within fifteen (15) days of the expiration of the sick leave year.

G. All employees hired or appointed to full-time after October 25, 2003 will receive the following schedule using a "2 for 1" service conversion.

One year of service:	two (2) sick days
Two years of service:	four (4) sick days
Three years of service:	six (6) sick days

Full-time employees shall receive eight (8) hours sick pay and part-time employees shall receive four (4) hours sick pay

Sick leave pay for regular part-time employees, as described hereinabove shall not be accumulated or reimbursable as pay for unused sick leave.

ARTICLE 31
FUNERAL LEAVE

A. Regular full time and part time employees shall be entitled to paid funeral leave not to exceed three (3) days for all workdays lost from the day of death through the day of burial of a member of the immediate family. The employee's working day off is not to be computed as part of funeral leave. Immediate family is defined as the spouse, child, sister, brother, parent, grandchild and stepparent.

B. Regular full-time employees and part time employees shall be entitled to paid funeral leave of one (1) day for a death in other than the immediate family. Other than the immediate family is defined as the grandparent, nephew, niece, brother-in-law and sister-in-law.

C. Funeral leave for eligible part time employees listed in (A) and (B) above, shall be paid on a pro-rata basis. In no event shall a part time employee receive less than four (4) hours pay at straight time when prorating.

ARTICLE 32
JURY DUTY

A. The Employer shall grant to each full-time employee on jury duty the difference between the employee's regular straight-time earnings, including regular shift premium, if any, and the juror's fee paid to the employee. When an employee on jury duty has served five (5) days during the week, he shall not be required to work on Saturday. When an employee is excused from jury duty, he shall be obliged to return to the store for his normal day's work whenever reasonably possible.

B. 1. The Employer will pay to the full-time employee the regular straight time weekly earnings, including regular shift premiums. The full-time employee will then return to the Employer the fee paid to the employee for attendance as a juror. Full-time employees hired after October 25, 2003 shall be entitled to the Jury Duty benefit after one-year of continuous service with the Employer.

2. Part-time employees hired prior to October 25, 2003, the Employer shall pay each part-time employee on Jury Duty the employee's regular scheduled hours pay provided it is a scheduled workday.

3. Part-time employee hired after October 25, 2003 shall not be entitled to the Jury Duty benefit.

C. Any employee volunteering for jury duty service, shall, in order to receive jury duty pay, obtain prior approval from the Employer. Voluntary jury duty pay shall be limited to a maximum of ten (10) days.

D. All compensable jury duty will be limited to thirty (30) days per employee during the term of this Agreement.

ARTICLE 33
UNIFORMS AND TOOLS

The Employer agrees to furnish and supply all its employees without cost, laundered aprons and uniforms and such tools as are necessary in the discharge of their work and also service such tools at no cost to the employees.

ARTICLE 34
FIRST AID KITS

The Employer agrees that every store covered by this Agreement shall have as part of its equipment a First Aid Kit for the use of its employees covered by this Agreement.

ARTICLE 35
SAFETY

The Employer will cooperate with the Union in the joint operation of the Safety Committee which meets regularly and which consists of members of Management and Union Representatives.

A. Full-time employees will be granted time to attend Safety Training Programs under the sponsorship of the Safety Committee and they shall be paid for two and one-half (2-1/2) hours at straight-time, for time spent attending such Training Programs. Part-time employees, upon completion of twenty-four (24) months of continuous service, will be granted time to attend Safety Training Programs under the sponsorship of the Safety Committee and they shall be paid one (1) hour at straight-time, for time spent attending such Training Programs

B. The Employer further agrees that it will comply with the Union in programs relating to the health and safety of employees in the bargaining unit and will take the necessary steps for the purpose of improving safety conditions for its employees.

C. The Employer agrees to provide a sufficient period of time on a monthly basis to the designated Shop Steward or Union member for the purpose of conducting a Safety and Health inspection of the work place. Said inspection will take place jointly with the designated company representative with reports filed with the Employer and the Union.

D. The Employer agrees to cooperate in establishing a Safety Program for part-time employees. Such a program will include but not limit the distribution of educational materials.

E. The Employer will cooperate in advising the Union prior to the introduction of all new work processes and substances.

F. The Employer has agreed to provide whatever personal protective equipment is agreed upon at no cost to the employees. Protective equipment such as mesh gloves and mesh aprons will be provided by the Employer on an individual basis upon request by the employee and where requested by the Union.

G. The Employer agrees to provide available statistical information pertaining to the rate of occupational injuries and illnesses. Said statistical information shall include safety checklists and employee accident reports.

H. The Employer agrees to provide safe and healthy work places at each of its locations.

I. The Employer agrees to use cool rod type systems or mechanical devices in wrapping operations.

J. The Employer agrees that where boxes weigh over one-hundred pounds (100 lbs) on a continuing basis, it will make every effort to work with its suppliers to see that box weights are reduced to below one-hundred pounds (100 lbs).

ARTICLE 36
LEAVE OF ABSENCE

Employees shall be granted the following leaves of absence:

National Guard Service And Reserves: Any employee who is a member of an organized reserve program or in the National Guard shall be eligible for a two (2) week leave of absence (subject to extension in exceptional cases) without pay. Such leave may be in addition to the employee's regularly scheduled vacation period, in order that the employee may participate in the military training required by such organizations.

Any employee who wishes to use his regular vacation period for military absence shall be paid in accordance with the regular vacation procedure.

All notices for any military leave of absence must be submitted in writing at least two (2) weeks prior to start of leave.

Military Service: When an employee is called into Service he shall be paid his earned vacation pay at the time of induction. After his return, he shall receive a vacation prorated according to the number of months worked in that calendar year.

The rate of pay for a returned veteran shall be in accordance with the veteran's re-employment rights. No accumulated time toward progression increases will be credited during Military Service. Upon the return, the employee will be granted all general increases.

Union Officers: Employees hereafter elected or appointed to full-time or part-time Union office shall be granted a leave of absence for the term of their office. Such employees who apply to the Employer within thirty (30) days after termination of Union office shall be restored to their former or equivalent job, without loss of seniority but without accumulating seniority during the leave of absence period.

ARTICLE 37
INJURY ON THE JOB

A. All employees who are injured on the job and who after treatment for the injury are directed by a licensed medical doctor or by a hospital not to continue work shall be paid straight time for the completion of their scheduled shift for the day on which the injury occurred, which shall not be charged to sick leave.

B. The Employer agrees not to separate, any employee from employment while said employee is on leave, under compensation, relating to an on-the-job accident, which leave is less than eighteen (18) months in duration. After eighteen (18) months of such leave, an employee may be separated from employment after two (2) weeks' written notice to the employee and the Union, subject to the grievance procedure. The Employer agrees to continue contributions to provide hospitalization benefits for said employee for the period of one (1) year.

C. The employee while on compensation, after six (6) months will accrue no credit toward vacation, holidays, progression increases or any other benefits other than hospitalization, but subject to the provisions of paragraph (B) above, the employee's job will remain available until such time as he is determined by his physician to be fit to return to work, and resume his full duties at which time he must report to work the next scheduled workweek or forfeit his right to employment.

D. The Employer agrees to submit to the Union, once a week, a list of employees who have lost time due to an injury on the job provided such injury has been reported to the Employer.

E. An employee who brings the written notification that requires his attendance at a Workers' Compensation hearing to the attention of the Employer, shall have his schedule changed to allow attendance at the hearing on his day off, provided such notification is made no less than one (1) week prior to the date of the hearing.

ARTICLE 38
MEAT WRAPPING ROOMS

Approximately fifty degrees (50°) temperature shall be maintained in the Employer's meat wrapping rooms. The Employer recognizes the necessity for maintaining such temperature in order to provide a safe and healthy place for its employees to work. Where abuses of this requirement are reported, the Employer shall be obligated to correct the condition.

ARTICLE 39
AMENDMENT

A. If any provision or part thereof of this Agreement is in conflict with any applicable Federal or State law or regulation, or its interpretation or application, such provision shall be deemed to be deleted from this Agreement or shall be deemed to be in effect only to the extent permitted by such law or regulation. In the event that any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect. Any provision in this Agreement not deemed to be in compliance with appropriate law may be revised by the parties in order to effect the intent of the Agreement as may be permitted by existing legislation.

B. If the Union and any Employer enter into an agreement containing for any job classification any wage rate, benefit, fringe and/or other condition that is less than that contained herein, this Agreement will automatically be deemed amended to substitute such lesser wage rate, benefit, fringe and/or other condition.

ARTICLE 40
SUCCESSORS

This Agreement and the conditions and covenants contained herein shall be binding upon the successors and assigns of the parties hereto and none of the provisions, terms, conditions, covenants or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or be affected, modified, altered or changed in any respect whatsoever by a change of any kind in the legal status, ownership, management or affiliation of either party hereto.

This Agreement shall be deemed binding upon the parties hereto, their successors, administrators, executors and assigns, where said operation is taken over entirely or in part by sale, lease, transfer, assignment, receivership or bankruptcy proceedings for the life thereto.

It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. A sale resulting from a Court order or as a result of the obligation of the bankruptcy statutes shall be deemed to be within the terms of this provision.

In the event of a successorship as contemplated by the terms of this section it shall be the duty of the Employer to give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or in part thereto. Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor, lessor executes a contract or transaction as herein described or is made aware of the contemplated sale as a result of a Court order or direction. The Local Union shall also be advised of the exact nature of the transaction, not including financial details. In the event the Employer fails to require the successor, as defined herein, to assume the obligations of this Agreement, the Employer (including partners thereto) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement until such time as the successor agrees to assume the obligations of this Agreement.

ARTICLE 41

NO INDIVIDUAL AGREEMENT

A. This contract sets forth the entire understanding and agreement of the parties and may not be modified in any respect except by writing subscribed to by the parties. Nothing in this contract shall be construed as requiring either party hereto to do or refrain from doing anything not explicitly and expressly set forth in this contract; nor shall either party be deemed to have agreed or promised to do or refrain from doing anything unless this contract explicitly or expressly sets forth such agreement or promise.

B. Credit Union Participation: In the event the Employer's employees desire the Employer to deduct from their wages specific sums of money to be forwarded to the Local 342 Federal Credit Union on behalf of said employees and the Employer has facilities to effect such deductions, employees who so desire may enter into agreements with the Employer to make such periodic deductions to be forwarded to the Local 342 Federal Credit Union.

**ARTICLE 42
TERMINATION**

This Agreement shall become effective as of the 26th day of October 2003, and the term thereof shall continue through the 25th day of October 2007.

Either party desiring to modify or terminate this Agreement at its expiration shall give written notice to the other party at least sixty (60) days prior to October 25, 2007, and negotiations for a new agreement shall begin as soon thereafter as practicable. This contract supersedes all existing contracts and agreements between the Union and the Employer.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written.

**THE STOP & SHOP
SUPERMARKET CO., LLC**

Maureen K. McGurl
Signature
Maureen K. McGurl
Print Name
EVP Human Resources
Title
12/02/04
Date

**UNITED FOOD AND COMMERCIAL
WORKERS LOCAL 342, AFL-CIO**

Donald Proniewych
Signature
Donald Proniewych
Print Name
Dir. Contracts Dept.
Title
12/07/04
Date

SCHEDULE "A"

SECTION I - GENERAL INCREASES

A. All regular full-time employees on the Employer's payroll as of October 25, 2003, shall receive the following general wage increases per week. All regular full-time employees hired or appointed on or after October 26, 2003, in progressions shall receive the following general wage increases per week only after they have reached the top of their progression scale.

	<u>10/26/03</u>	<u>10/24/04</u>	<u>10/23/05</u>	<u>10/22/06</u>	<u>6/24/07</u>
Meat Department Head	\$25	\$15	\$15	\$30	\$30
Journeyman Meat Cutters, 2nd Tier Cutters	\$25	\$15	\$15	\$20	\$25
Apprentice Meat Cutters	\$25	\$15	\$15	\$20	\$25
Delicatessen & Seafood Department Heads	\$25	\$15	\$15	\$30	\$30
Weighers & Wrappers	\$25	\$15	\$15	\$15	\$20
Delicatessen & Seafood Clerks					

B. All "B" Cutters hired prior to 10/25/03 that received 80% of the wage increases will now receive 100% of all wage increases

C. All part-time employees shall receive the following general wage increases per hour.

<u>10/26/03</u>	<u>10/24/04</u>	<u>10/23/05</u>	<u>10/22/06</u>	<u>6/24/07</u>
40¢	40¢	40¢	40¢	40¢

SECTION II WAGE

RATES AND PROGRESSION WAGE SCALES

A. Meat Department Heads

The following minimum base weekly wage rates are applicable to all regular full-time Meat Department Heads:

<u>10/26/03</u>	<u>10/24/04</u>	<u>10/23/05</u>	<u>10/22/06</u>	<u>6/24/07</u>
\$1,050.00	\$1,065.00	\$1,080.00	\$1,110.00	\$1,140.00

Meat Department Heads shall receive an additional \$10.00 per week premium on the following dates: 10/24/04 and 10/23/05. These premiums shall be in addition to any premiums currently being paid

B. Journeyman Meat Cutters

The following minimum base weekly wage rates are applicable to all regular full-time Journeyman Meat Cutters:

<u>10/26/03</u>	<u>10/24/04</u>	<u>10/23/05</u>	<u>10/22/06</u>	<u>6/24/07</u>
\$976.00	\$991.00	\$1,006.00	\$1,026.00	\$1,051.00

All First Persons on the payroll as of October 25, 2003, shall receive an additional \$10.00 per week premium on 10/24/04. These premiums shall be in addition to any premiums currently being paid

C. Extra Journeyman Meat Cutters

The following wage rates per eight (8) hour workdays are applicable to all Extra Journeyman Meat Cutters for the term of this Agreement:

<u>10/26/03</u>	<u>10/24/04</u>	<u>10/23/05</u>	<u>10/22/06</u>	<u>6/24/07</u>
\$195.20	\$198.20	\$201.20	\$205.20	\$210.20

D. Apprentice Meat Cutters/ B Journeymen Meat Cutters

Apprentice Meat Cutters/ B Journeymen Meat Cutters hired after October 25, 2003.

<u>Minimum start rate</u>	\$340.00 per week
After 6 months	\$370.00 per week
After 12 months	\$400.00 per week
After 18 months	\$425.00 per week
After 24 months	\$475.00 per week
After 30 months	\$525.00 per week
After 36 months	\$575.00 per week
After 42 months	\$625.00 per week
After 48 months	\$700.00 per week
	Thereafter they shall receive all general wage increases.

- (i) Apprentice Meat Cutters/ B Journeymen Meat Cutters hired prior to October 25, 2003, at the end of forty-two (42) months, these employees shall be deemed "B" Journeymen Meat Cutters and shall be paid at eighty percent (80%) of the applicable Journeyman Meat Cutter rate as stated in Section II.B above. Thereafter shall follow the general wage increases.

(ii) All full-time "B" Cutters on the payroll as of October 25, 2003, shall receive, in addition to their general wage increases, a Ten Dollars (\$10.00) per week catch-up wage increase on the following dates: 10/24/04, 10/23/05 and 10/22/06.

(iii) Apprentice Meat Cutters hired or appointed prior to October 25, 2003, shall receive the general increases set forth in Section I A above, in addition, to the six (6) month progression increases.

E. Delicatessen-Appetizing and Seafood Department Heads

Department heads hired prior to 10/21/95.

<u>10/26/03</u>	<u>10/24/04</u>	<u>10/23/05</u>	<u>10/22/06</u>	<u>6/24/07</u>
\$895.00	\$910.00	\$925.00	\$955.00	\$985.00

An Employee hired or appointed to Delicatessen or Seafood Manager after October 25, 2003, shall have a minimum start rate of \$650.00 per week. Thereafter, they shall receive \$50.00 per year progression increase on the anniversary of their date of hire. Upon reaching the top manager rate, they shall receive general wage increases

All 2nd tier Delicatessen and Seafood Managers shall receive an additional premium of \$10.00 on the following dates: 10/24/04, 10/23/05, 10/22/06 and 6/24/07. These premiums shall be in addition to any premiums currently being paid

F. Weighers and Wrappers, Delicatessen-Appetizing, Seafood Department Clerks

1. Regular full-time Weighers and Wrappers, Delicatessen-Appetizing, Seafood Department Clerks, continuously employed as such since September 24, 1983, shall receive the following minimum rates:

<u>10/26/03</u>	<u>10/24/04</u>	<u>10/23/05</u>	<u>10/22/06</u>	<u>6/24/07</u>
\$850.00	\$865.00	\$880.00	\$895.00	\$915.00

2. Regular full-time Weighers and Wrappers, Delicatessen-Appetizing, Seafood Department Clerks, on the Employer's payroll on October 25, 2003, shall receive a Twenty Dollar (\$20.00) per week increase on their six (6) month anniversary of their dates of hire or full-time appointments, in addition to the general wage increases, provided their weekly wages do not exceed the following: 10/26/03 - \$690.00; 10/24/04 - \$705.00; 10/23/05 - \$720.00; 10/22/06 - \$735.00; 4/22/07 - \$755.00.

In no event shall any of the aforesaid progression wage increases bring the employee's new base weekly wage rate in excess of the established Weighers and Wrappers, Delicatessen-Appetizing, Seafood Department Clerks, rate as established under Paragraph (1) above.

3. Full Time Employees (2nd tier Wrappers / Clerks) hired after October 26, 2003, shall follow the progression schedule below:

Minimum start rate	\$340.00 per week
After 6 months	\$360.00 per week
After 12 months	\$380.00 per week
After 18 months	\$400.00 per week
After 24 months	\$420.00 per week
After 30 months	\$450.00 per week
After 36 months	\$490.00 per week
After 42 months	\$540.00 per week
After 48 months	\$600.00 per week
	Thereafter they shall receive all general wage increases.

Experienced employees hired on or after October 27, 2003, who are paid in excess of the above rates, shall receive the general increases set forth in Section IA above.

G. Part-time Employees (Except Journeymen Meat Cutters)

All part-time employees on the Employer's payroll on October 11, 1986 not exceed the following hourly rates:

<u>10/26/03</u>	<u>10/24/04</u>	<u>10/23/05</u>	<u>10/22/06</u>	<u>6/24/07</u>
\$14.35	\$14.75	\$15.15	\$15.55	\$15.95

Providing their hourly rates do not exceed the established hourly rate, such part-time employees shall receive a progression wage increases not to exceed twenty-five cents (25¢) per hour plus all general increases, when eligible.

In addition to the general increases stated in Section I (C) above, all part-time employees hired on or before October 25, 2003, shall receive a Twenty-Five Cent (25¢) per hour increase on each subsequent six (6) month anniversary of their dates of hire, provided such increases do not cause their hourly rates to exceed the following: 10/26/03 - \$11.35; 10/24/04 - \$11.75; 10/23/05 - \$12.15; 10/22/06 - \$12.55; 4/22/07 - \$12.95.

Effective, October 22, 2000, part-time employees shall be hired at a minimum rate of Five Dollars and Seventy-Five Cents (\$5.75) per hour. Part-time employees shall receive a Twenty-Five Cent (25¢) increase after thirty (30) days. Part-time employees hired after October 25, 2003, shall receive the general wage increases stated above in Section I (C) only.

Experienced employees hired on or after October 26, 2003, who are paid in excess of the above rates, shall receive the general increases set forth in Section IB above.

SECTION III - PREMIUMS

A. Night Crew

Regular full-time employees assigned to work on a night crew shall be paid a night crew premium of Twenty-Five Dollars (\$25.00) per week.

B. Ice Box

A Journeyman/B Journeyman Meat Cutter assigned to ice box work for four (4) or more hours per day shall receive a premium of Three Dollars (\$3.00) per day for each such day worked.

C. Overtime

All premiums shall be included in regular wages for purposes of determining the overtime rate of pay.

D. Starting Time

Full-time employees assigned starting times between 12 noon and 3 p.m. shall receive a daily premium of Five (\$5.00) Dollars.

SECTION IV - FULL-TIME APPOINTMENT

Part-time employees converted to temporary full-time status shall continue to receive their current wage levels and will receive all applicable progression increases during such time as a temporary employee. Except as otherwise provided in this Agreement, part time employees who are permanently or temporarily appointed to full time positions shall be given credit on a one-to-two (1:2) basis for the purpose of establishing their full time rate of pay. Part-time employees on the Employers payroll as of October 25, 2003 and are temporarily appointed to work forty (40) hours in a week, the part-time employee will receive an additional one dollar (\$1.00) per hour on a temporary basis. Part-time employees hired after October 26, 2003, and are temporarily appointed to work forty (40) hours in a week; the part-time employee will receive an additional seventy-five cents (75¢) per hour on a temporary basis.

Such employees shall thereafter receive the wage increases set forth in Section II. F. 3.

October 26, 2003

Dear Employer:

This letter will confirm our Agreement to add the following provisions to Article 24 of the Collective Bargaining Agreement between us, dated October 26, 2003.

Any dispute or controversy arising out of contributions to the Local 342 Welfare Fund, the Local 342 Pension Fund, the Local 342 Safety, Education and Cultural Fund, or the Local 342 Group Legal Services Fund, which the parties are unable to adjust, shall be submitted to John Kennedy, Impartial Arbitrator, or his successor chosen by the parties, for his determination and award. His award shall be final and binding and subject to enforcement in any court of competent jurisdiction in the State of New York.

An award that an Employer is delinquent in his contributions to the Funds shall include interest on the unpaid contributions at the rate of twelve percent (12%) per year, liquidated damages in an equal amount, and reasonable collection costs. The award shall, in addition, provide for Attorney's fees of One Hundred Dollars (\$100.00) and statutory costs if the Fund institutes an action to enforce the award and enter judgment thereon.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo President
ACCEPTED & APPROVED
October 26, 2003
EMPLOYER

By: 

October 23, 1999

Dear Employer:

This letter confirms certain understandings reached during the negotiations resulting in the Agreement, which was effective October 23, 1999.

1. The Employer agrees to provide the Union with information concerning new store construction as soon as said information is available.
2. Matters concerning Weights and Measures and health codes shall be subject to the grievance procedure of the Agreement.
3. The Employer agrees to discuss planned technological changes with the Union, in advance of said changes.
4. The Employer shall give one (1) month's written notice of any new product or equipment to be introduced into its store(s), which product or equipment impacts upon the terms and conditions of employment of the employees covered by the Agreement, and shall provide a description thereof and the date of introduction. The Employer agrees to send a second (2nd) notice if the product is not received in the store(s) within three (3) months after the notice period, but there will be no further waiting period for introduction of said product or equipment.
5. The Employer agrees that there shall be no layoff of full-time bargaining unit employees on the payroll as of October 11, 1986, and who had been hired prior to January 1, 1977, solely due to the introduction of prepackaged and/or pre-priced merchandise or new equipment during the term of the Agreement.
6. The starting times set forth in Article 8 (j) of the collective bargaining agreement may be expanded, by the mutual agreement of the Employer and employees who may volunteer to work such expanded starting times. The expanded starting times shall be limited to 6:00 a.m. to 10:00 a.m. and 12 Noon to 3:00 p.m. Once an employee has volunteered to work such expanded starting time, and indicated this by signing or initialing the schedule, neither the employee nor the Union, may grieve or otherwise complain of the expanded starting time as being inconsistent with the terms of the Agreement.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo President

ACCEPTED & APPROVED

October 23, 1999

EMPLOYER

By: *William K. McEneaney*

October 23, 1999

Dear Employer:

This letter confirms certain understandings reached during the negotiations resulting in the Agreement, which was effective October 23, 1999.

The parties understand that the last sentence of Article 37, Paragraph (B) shall be applied even in controverted cases, provided that if after the employee's claim is denied, the Fund shall refund the overpaid contributions to the Employer who makes the contributions.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo President
ACCEPTED & APPROVED
October 23, 1999
EMPLOYER

By: *W. James K. McEneaney*

October 23, 1999

Dear Employer:

This will confirm our understanding regarding the First Persons employed by Stop & Shop Supermarket Co., LLC. Full-time employees presently designated or designated by the Employers after ratification as First Persons in the Appetizing and Seafood Departments shall be paid a premium of Seven Dollars and Fifty Cents (\$7.50) per forty (40) hour week. In the event a transfer in a store is necessary, these First Persons shall have seniority, separate and apart from the other classifications.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo President
ACCEPTED & APPROVED
October 23, 1999
STOP & SHOP SUPERMARKET COMPANY, LLC

By: *Richard K. Abondolo*

October 23, 1999

Dear Employer:

This will certify that the notification required by Article 6, paragraph (G) of the Collective Bargaining Agreement regarding the calculation of seniority for employees hired on the same day is as follows for Stop & Shop Supermarket Co., LLC.:

The employee with the lowest social security number has the higher/highest seniority.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo President
ACCEPTED & APPROVED
October 23, 1999
STOP & SHOP SUPERMARKET COMPANY, LLC

By: *Richard K. Abondolo*

October 23, 1999

Dear Employer:

This will confirm the understandings we reached concerning holiday pay for probationary employees and the effect of the September 1, 1997, minimum wage increase on employees hired at Five Dollars (\$5.00) per hour prior to September 1, 1997.

1. With respect to holiday pay for probationary employees, we have agreed if a newly hired full-time employee does not complete his/her probationary period and, if during his/her probationary period a holiday fell in a week in which he/she worked three (3) days, that employee will be paid the holiday pay, unless circumstances exist where the parties mutually agree that the new hire was for bona fide full-time employment and there was a bona fide reason for the employee's failure to complete his/her probationary period. The holiday provisions of the collective bargaining agreement shall be applicable to all newly hired full-time employees, including those who have completed their probationary period.

2. With respect to the minimum wage increase effective September 1, 1997, we have agreed that employees hired prior to September 1, 1997, at Five Dollars (\$5.00) per hour will not earn less than employees hired on or after September 1, 1997, at Five Dollars and Fifteen Cents (\$5.15) per hour. Accordingly, such senior employees shall have their hourly rate adjusted to equalize them to the rate being paid to less senior employees. Thereafter, all such employees shall receive their regularly scheduled progression increases on the contractual dates applicable to them individually.

Paragraph 1 above will not be retroactive and will be effective with all new full-time hires subsequent to the date this letter of understanding is executed by both parties.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo
President

ACCEPTED & APPROVED
October 23, 1999
EMPLOYER

By: *Richard Abondolo*

October 23, 1999

Dear Employer:

This will confirm that the Schedule "A", Section D reference to a meat cutter who is in progression as "B Apprentice" and the reference to a "B Apprentice" who has reached the top of the progression as "B Journeyman" are not intended as a substantive change from the expired Collective Bargaining Agreement but rather a clarification.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo President
ACCEPTED & APPROVED
October 23, 1999
EMPLOYER

By: _____

Richard K. McDaniel

October 23, 1999

Dear Employer:

This will confirm the understanding that after discussion with the Union, and with mutual agreement, the Employer may utilize an administered Managed Health Care Program on a trial basis for a period not to exceed twelve (12) months. During the twelve (12) months if there are any discrepancies, the Employer agrees to immediately terminate the program at the request of the Union.

Please countersign the copy of this letter to signify your acceptance and approval.

Very truly yours,

Richard Abondolo President
ACCEPTED & APPROVED
October 23, 1999
EMPLOYER

By: *Wm. K. McNeil*

PANEL ARBITRATORS

COMPANY

**Stanley Aiges
Howard Edelman
Robert Douglas
Lois Rappaport**

UNION

**William Clark
Elliott Schriftman
John Kennedy
Chris Sabatella**

THIS CORRECTION TO THE COLLECTIVE BARGAINING AGREEMENT made the 25th day of February, 2005, by and between UFCW LOCAL 342, with offices located at 166 East Jericho Turnpike, Mineola, New York, hereinafter referred to as the "Union", and **Stop & Shop** with offices located at **Quincy Center Plaza, Quincy, MA 02205-5888** hereinafter referred to as the "Employer".

WHEREAS, the parties are signatories to a Collective Bargaining Agreement entered into as of November 15, 2003; and

WHEREAS, the parties wish to correct the Collective Bargaining Agreement to accurately reflect the agreement made by the parties and to correct certain errors contained in the printed Collective Bargaining Agreement under: **Section II Wage Rates and Progression Wage Scales:**

NOW, THEREFORE, Section II Wage Rates and Progression Wage Scales: shall be corrected as follows:

- 1) The second (2nd) paragraph contained in (A) - Meat Department Heads, which states:

Meat Department Heads shall receive an additional \$10.00 per week premium on the following dates: 10/24/04 and 10/23/05. These premiums shall be in addition to any premiums currently being paid. **Shall be corrected to read as follows:**

All Department Heads shall receive an additional \$10.00 per week premium on the following dates: 10/24/04 and 10/23/05. These premiums shall be in addition to any premiums currently being paid.

THE UNION

BY: _____

THE EMPLOYER

BY: _____