

13

1,000 ee

AGREEMENT WITH

THE STOP & SHOP SUPERMARKET COMPANY LLC

AND

LOCAL UNION

328

(CLERKS)

CHARTERED BY THE

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION

AFL-CIO

Effective Date: February 15, 2004

Expiration Date: February 17, 2007

76 pages

INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
Automation-Mechanization-New Classifications .....	40	47
Bereavement.....	20	34
Bulletin Boards .....	32	44
Crossing Picket Line .....	24	36
Duration.....	42	47
Employment of Union Members.....	2	3
General Conditions .....	3	4
Grievance and Arbitration .....	25	36
Health and Welfare .....	21	35
Holidays .....	10	7
Hours .....	12	11
Injuries .....	17	32
Interpretation of Agreement .....	41	47
Jury Duty .....	18	33
Leave of Absence .....	11	9
Management .....	16	32
Management Trainees .....	36	45
Military Duty.....	19	33
No Individual Agreements .....	8	6
Non-Discrimination .....	4A	5
No Reduction in Wages .....	9	6

	<u>ARTICLE</u>	<u>PAGE</u>
No Strikes-No Lockouts .....	23	36
Polygraph .....	29	42
Privileges.....	5	5
Recognition .....	1	2
Registers .....	7	6
Rest Periods.....	6	6
Retirement.....	22	35
Seniority .....	26	37
Sick Leave.....	39	46
Store Cards/Decals .....	37	45
Stewards.....	35	45
Time Clocks .....	34	44
Transfers .....	30	42
Transportation.....	31	43
Union Checkoff.....	27	41
Vacations .....	15	30
Validity.....	33	44
Visiting Stores .....	4	5
Wage Statement.....	38	45
Wages.....	14	15
Wearing Apparel and Tools .....	13	15
Work Schedules.....	28	42

This Agreement, entered into as of this 15<sup>th</sup> day of February 2004, between The Stop & Shop Supermarket Company LLC, its successors or assigns in whole or in part, with its principal place of business located in Quincy, Massachusetts, Norfolk County, as party of the first part, hereinafter called the "Employer," and Local Union 328 chartered by the United Food and Commercial Workers International Union AFL-CIO, and its successors and assigns as party of the second part hereinafter called the "Union."

ARTICLE 1  
RECOGNITION

The Employer recognizes the Union as the sole bargaining agent for all of its employees in its food supermarkets and any future food supermarket in the States of Massachusetts and Rhode Island within the jurisdiction of Local 328, except supervisory employees, employees in the meat, fish, delicatessen, poultry, bazaar, cold food and all seasonal employees hired as courtesy clerks in any year for any part of the period commencing on the Monday immediately prior to July 4 and concluding on the second Monday immediately after Labor Day.

Stop & Shop will recognize Local 328 as the representative of employees in stores located in Pawcatuck and Putnam, Connecticut. The parties recognize that other Stop & Shop contracts contain language concerning recognition of stores located in Brooklyn, Danielson, Moosup, Mystic and North Grosvenordale, and that such language may be inconsistent with the recognition language contained in Stop & Shop's contracts with other UFCW Locals. For this reason, and notwithstanding any language to the contrary in this Agreement, the parties agree that the recognition and representation of employees working in any future stores in Brooklyn, Danielson, Moosup, Mystic and North Grosvenordale shall be resolved pursuant to the Constitution and By-Laws of the UFCW International.

This Agreement shall be binding upon the Employer herein and its successors and assigns and no provision herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, or any other disposition of the Employer herein, or by any change to any other form of business organization, or by any change, geographical or otherwise, in the location of the Employer herein. The Employer agrees that it will not conclude any of the above described transactions unless an agreement has been entered into as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof regardless of any change of any kind in management, location, form of business organization, or ownership.

**ARTICLE 2**  
**EMPLOYMENT OF UNION MEMBERS**

**SECTION 1** - All employees shall, as a condition of employment, become members of the Union, not later than the first of the month following thirty (30) days of employment by the Employer, or not later than the thirty-first (31st) day following the execution date of this Agreement, whichever is later, except that employees hired for major remodeled stores shall be on probation for the first sixty (60) days of employment. Employees hired for new store openings shall be on probation for sixty (60) days after the new store's opening. After completion of the probationary period, employees shall remain members of the union in good standing during the period of their employment. All employees who are members of the Union on the effective date of this Agreement shall remain members in good standing during the term of this Agreement.

Employees hired in seasonal area stores between Memorial Day and the Sunday after Labor Day shall be required to become members of the Union after ninety (90) days following employment by the Company. Seasonal area stores are located on Cape Cod and Gloucester, Massachusetts and Newport, Narragansett, Middletown, and Westerly, Rhode Island.

**SECTION 2** - The Employer agrees that each store will forward to the respective local union a copy of the completed Check-Off Authorization Card and Union Membership Application form for each new hire at the end of each work week. The Check-Off Authorization Card shall include the following information: the employee's name, address, social security number, classification, the date of employment, and the date of birth.

**SECTION 3** - The Employer agrees that each store will notify the Local Union in writing, on a weekly basis, of the date of termination of any employee subject to this Agreement provided said employee has completed their probationary period.

**SECTION 4** - An employee shall be on probation until the first of the month following thirty (30) days of employment and may be discharged without cause. Employees hired for major remodeled stores shall be on probation and may be discharged without cause during the first sixty (60) calendar days of employment. Employees hired for new store openings shall be on probation and may be discharged without cause during the first sixty (60) calendar days after the new store's opening. Probationary employees are covered by this Agreement and they shall be accorded all its benefits except Article 25.

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

SECTION 6 - When new employees are to be hired for the bargaining unit, the Union shall be notified and shall have equal opportunity with all other sources to refer and recommend applicants for employment. Persons referred by the Union shall be given equal opportunity for employment with all other applicants. The Employer reserves the right to select the applicant to be hired, but there shall be no discrimination against any applicant by reason of membership or non-membership in the Union.

ARTICLE 3  
GENERAL CONDITIONS

SECTION 1 - WEDDING PRESENT

- A. A regular Full-time employee who has been in the continuous Full-time employ of the Employer for two (2) years or more, receives as a wedding gift, in the form of a gift certificate good at any stores of The Stop & Shop Supermarket Company LLC, one week's pay equal to his basic weekly earnings.
- B. A regular Full-time employee who has been in the continuous Full-time employ of the Employer for one (1) year, but less than two (2) years, shall receive a gift certificate of The Stop & Shop Supermarket Company LLC in the amount of \$10.00.
- C. Regular Full-time employees, who have converted from Part-time shall receive one-half (1/2) credit for Part-time employment towards their eligibility for the above sections.
- D. Requests for wedding presents are made in writing by the Market Manager to the Personnel Division. The wedding gift is presented after the marriage takes place. Employees shall be entitled to one wedding present only during their employment.

SECTION 2

- A. In the event the Union has evidence or information relating thereto which leads it to believe that an error has been made relating to rates of pay or the payment of Accident and Sickness or Pension contributions, the Employer agrees to supply the Union within fourteen (14) days with payroll data regarding the particular claim.
- B. When a step rate increase is due an employee, it shall be paid as of the Sunday of the week in which the date occurs.
- C. It is possible to have an employee earning a classification rate in a department that does not warrant it.

SECTION 3 - EMPLOYER MEETINGS

Employees shall not be required to attend Company meetings on their own time.

SECTION 4 - No employee shall be required to work beyond 6:00 PM on Christmas Eve and New Year's Eve, provided, however, that if on New Year's Eve there are not a sufficient number of volunteers to work until 9:00 PM, the Employer may require employees, by scheduling employees by inverse order of seniority, to work until 9:00 PM.

SECTION 5 - EMPLOYEE'S VEHICLES

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

SECTION 6 - ELECTION DAYS

On request of the Union or an employee, the Employer will arrange the work schedule for a Federal, State, or local government election day week so that those employees who would not otherwise be able to, shall have an opportunity to vote.

SECTION 7 - FIRST AID KIT

The Employer shall provide an accessible first aid kit for the following departments in all stores which have such departments: Front End, Grocery, Produce, Video, Florist, Bake Shop.

SECTION 8 - It is understood and agreed that wherever "he" and "she" appear in this Agreement it shall apply to all employees.

SECTION 9 - The Employer shall participate with the Union in the establishment and operation of a Safety Committee.

ARTICLE 4A  
NON-DISCRIMINATION

The Employer and the Union agree that they will not discriminate against any employee because of race, color, religion, age, sex, natural origin, disability and sexual orientation.

ARTICLE 4  
VISITING STORES

A duly authorized representative of the Union may visit the stores for the purpose of conducting Union business, but in so doing shall not interfere with the Employer's operation.

ARTICLE 5  
PRIVILEGES

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

**ARTICLE 6**  
**REST PERIODS**

Any employee scheduled for seven (7) or more hours shall receive two (2) fifteen-minute relief periods. Any employee scheduled for less than seven (7) hours shall receive one (1) fifteen-minute relief period.

Relief periods shall be given as near as possible to the middle of the forenoon/afternoon/evening work period.

**ARTICLE 7**  
**REGISTERS**

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

**ARTICLE 8**  
**NO INDIVIDUAL AGREEMENTS**

The Employer agrees that it will not enter into any individual agreement with any employee covered by this Agreement which is contrary to the terms of this Agreement, and will cancel all such agreements now in existence.

It is understood and agreed by both parties that there shall be no subterfuge to defeat the purpose of this Agreement.

**ARTICLE 9**  
**NO REDUCTION IN WAGES**

There shall be no reduction in wages or hourly rate of pay for any employee as a result of the adoption of this Agreement. Any Part-time employee whose rate of pay is equal to or higher than the top rate in the Part-time wage scale who is transferred to another store, will maintain that rate of pay. Any Part-time employee whose rate of pay is lower than the top rate in the Part-time wage scale who requests a transfer, will have his rate adjusted to the applicable Part-time rate at the store to which he is transferred.



ARTICLE 10  
HOLIDAYS

SECTION 1 - The Employer shall observe the following holidays with pay, regardless of the day of the week upon which they fall. When a holiday falls on Sunday, it shall be observed on the following Monday.

In order to be eligible for holiday pay, an employee must work the scheduled workday before and the scheduled workday after the holiday unless out due to excused absence. An employee must also perform work during the week in which the holiday occurs.

<u>LOCALS</u>	<u>MAJOR HOLIDAYS</u>	<u>MINOR HOLIDAYS</u>
328 (MA ONLY)	New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day 3 Personal Holidays (two weeks prior notice)	Patriot's Day Columbus Day Veterans' Day
	<u>MAJOR HOLIDAYS</u>	<u>MINOR HOLIDAYS</u>
328 (RI ONLY)	New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day Employee Birthday 3 Personal Holidays (two weeks prior notice)	Columbus Day Veterans' Day
	<u>MAJOR HOLIDAYS</u>	
328 (CT ONLY)	New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day Employee Birthday Anniversary date 4 Personal Holidays (two weeks prior notice)	

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

**SECTION 2 - ELIGIBILITY FOR PART-TIME EMPLOYEES**

Part-time employees after three (3) months service shall be eligible for holidays provided that in order to be eligible for holiday pay, an employee must work the scheduled workday before and the scheduled workday after the holiday unless out due to excused absence. An employee must also perform work during the week in which the holiday occurs.

Part-time employees shall be eligible for holidays as follows:

	<u>Local 328</u> <u>(MA)</u>	<u>Local 328</u> <u>(RI)</u>	<u>Local 328</u> <u>(CT)</u>
After 3 months	New Year's Day Labor Day Thanksgiving Day Independence Day Christmas Day	New Year's Day Labor Day Thanksgiving Day Independence Day Christmas Day	New Year's Day Labor Day Thanksgiving Day Independence Day Christmas Day
After 6 months	Memorial Day Patriot's Day Columbus Day Veterans' Day *1 Personal Holiday	Employee Birthday Memorial Day Columbus Day Veterans' Day *1 Personal Holiday	Memorial Day Birthday Anniversary Day **2 Personal Holidays
After 1 year	*2 Personal Holidays	*2 Personal Holidays	**2 Personal Holidays

\*Total of three Personal Holidays after twelve months of continuous service.

\*\*Total of four Personal Holidays after twelve months of continuous service.

Eligible Part-time employees shall be paid for the foregoing holidays according to the following formula:

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

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

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

Commencing with the first day of the month following thirty (30) days of employment, Full-time employees shall receive eight (8) hours of pay for any of the above listed holidays provided that in order to be eligible for holiday pay an employee must work the

scheduled workday before and the scheduled workday after the holiday unless out due to an excused absence. An employee must also perform work during the week in which the holiday occurs.

SECTION 4 - Any employee transferred to a different state shall receive no less than nor more than twelve (12) paid holidays in a calendar year because of a transfer.

## ARTICLE 11 LEAVE OF ABSENCE

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

SECTION 2 - Requests for a leave of absence shall be in writing and submitted to the Director of Labor Relations, The Stop & Shop Supermarket Company LLC, P.O. Box 55888, Boston, Massachusetts 02205-5888, and the employee must mail a copy to the local union office. The authority to approve or disapprove a leave of absence shall be vested with the Director of Labor Relations, Stop & Shop Supermarket Company LLC.

SECTION 3 - An employee shall be notified in writing within a fourteen (14) day period of time if the requested leave of absence has been approved or denied. This letter shall specify the time limit placed on the leave of absence. A copy of such letter shall be sent to the appropriate Local Union. If the employee fails to return to work or communicate with the Labor Relations Division before his leave expires, his employment shall be terminated. Denial of a leave of absence may be subject to the grievance procedure.

SECTION 4 - An employee on any approved leave of absence shall be automatically terminated if:

1. He does not return to work when the leave of absence expires;
2. He works elsewhere while on leave without express permission in writing from the Employer to be so employed.

### SECTION 5

A. In the event that an employee is unable to work due to sickness, accident, or pregnancy, the employee shall be re-employed at such time as the employee is able to resume his or her normal duties, provided that the employee is able to resume such duties within six (6) months.

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

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

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

- C. Qualified employees losing time due to sickness, accident, or pregnancy shall be covered under the Health and Welfare program - weekly indemnity, group life insurance, and hospitalization. The cost of maintaining these benefits shall be borne by the Employer for a period of up to six (6) months.

The eligible employee must return to work for a continuous two week period before the Company is required to make a contribution for an additional six month period for the same illness.

**SECTION 6** - An employee who returns from an authorized leave of absence shall be entitled to receive earned vacation during the calendar year in which the employee returns.

**SECTION 7** - An employee elected to public office shall be granted such leave of absence to correspond with one elected term of office without pay. Upon proper notice an employee elected to public office not requiring his Full-time service shall be granted the necessary time off without pay to perform the duties of his office.

**SECTION 8** - Any employee on approved leave of absence shall continue to accumulate all seniority rights.

**SECTION 9** - Requests to extend a leave of absence for an additional six (6) months shall be in writing and shall be subject to the Employer's approval. A copy of any correspondence on such requests shall be sent to the appropriate Local Union, and the Union has the right to arbitrate any unreasonable denial.

**SECTION 10 - LEAVE OF ABSENCE FOR UNION DUTIES**

Any member of the Union being elected or appointed to an office in the Union or as a delegate to any Union activity necessitating temporary leave of absence shall be granted such leave of absence and shall at the end of the term in the first instance, or at the end of his mission in the second instance, be restored to his former position or to a position of similar type at the then prevailing wage rate. When an employee returns from a leave of absence for union duties, and makes application to return to work within ninety (90)

days of his release, he shall be reinstated within fifteen (15) days from the date of application to return to work.

**SECTION 11** - Employees must notify the Store Manager as soon as possible of the date they expect to return to work from sickness and accident leave which exceeds four (4) weeks. The Employer may demand proof of absence, such as a doctor's certificate or other acceptable proof of leave, when any one of the following three (3) conditions shall exist:

1. Excessive absenteeism;
2. Period exceeds four (4) weeks;
3. Reasonable question of abuse.

**SECTION 12** - Provided Section 11 does not apply, the Employer agrees that employees who notify the Store Manager when ready to return to work shall be scheduled on the next work schedule after their request.

**SECTION 13** - A Market Manager may grant up to four (4) weeks of unpaid vacation time within a calendar year.

**SECTION 14** - Employees on leave of absence under Article 11 should contact the Fund Office if they seek to continue health and welfare coverage beyond the period for which the Employer makes contributions.

## ARTICLE 12 HOURS

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

- A. Regular Work Week - All Full-time employees - Monday through Saturday, five (5) eight (8) hour days - forty (40) hours.  
Holiday Work Week - All Full-time employees - Monday through Saturday, four (4) eight (8) hour days - thirty-two (32) hours.
- B. Full-time Clerks Hired or Appointed from Part-time Employment Prior to February 14, 1972:  
May be scheduled to work one evening shift ending no later than 10:00 PM, and on the remaining four (4) days may be scheduled to work between 6:00 AM and 6:00 PM.
- C. Full-time Clerks Hired or Appointed from Part-time Employment on or After February 14, 1972:  
May be scheduled on two (2) days for eight (8) straight-time hours between 6:00 AM and 10:00 PM.

- D. Employees Promoted to Classified Prior to February 11, 1979:  
May be scheduled to work one evening shift ending no later than 10:00 PM and on the remaining four (4) days may be scheduled to work between 6:00 AM and 6:00 PM.
- E. Employees Promoted to Classified On or After February 11, 1979:  
May be scheduled on two (2) days for eight (8) straight-time hours between 6:00 AM and 10:00 PM.
- F. The Employer shall be permitted to schedule Full-time clerk positions at the straight-time hourly rate commencing not earlier than 6:00 AM and concluding not later than 12:00 AM (midnight). These positions shall be offered to present night crew employees and then to current Part-time employees. If no current employee accepts the position, the Company may fill the position from any source available to it. (The aforementioned applies to Full-time employees hired or appointed from Part-time employment on or after 2/11/79.)
- G. Employees may start at 5:00 AM at the straight-time rate on a voluntary basis provided they sign a written waiver.

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

- A. The hours of work determining the status of a Part-time employee shall be: thirty (30) hours per week or less Monday through Saturday.
- B. When a Part-time employee is scheduled to work on a Saturday, he shall be scheduled for no less than six (6) hours. This shall not apply to employees hired after February 27, 1977.

A Part-time employee shall be scheduled for no less than fifteen (15) hours a week, and for no less than four (4) hours per day. (Fifteen year old employees may be hired and scheduled to work three (3) hour shifts and twelve (12) hour work weeks.)

Part-time employees hired after February 10, 1979, shall be scheduled for no less than twelve (12) hours in a holiday week, except that Part-time employees hired after March 10, 1985, may be scheduled for three (3) hour shifts between 7:00 AM and 1:00 PM, provided present day employees are not thereby displaced and such scheduling is not back-to-back.

- C. Part-time employees working over thirty (30) regular hours per week shall be paid the applicable Full-time hourly rate [per Article 14, Section 15 (A) of this Agreement] for all hours in excess of thirty (30), except that from May 1st to the Sunday after Labor Day, when Part-time employees shall be paid at their Part-time rate of pay for all hours up to and including forty (40) hours per week. Scheduled hours in excess of thirty (30) shall be offered to the senior employee in the department available to

work the hours. Unscheduled hours in excess of thirty (30) shall be offered to the senior employee in the department working at the time the hours arise.

### SECTION 3 - OVERTIME PAY

- A. 1. All employees shall be paid time and one-half the employee's regular hourly rate for all hours worked in excess of:
  - (a) forty (40) hours or the sixth day in a regular week;
  - (b) thirty-two (32) hours or the fifth day in a holiday week; or
  - (c) eight (8) hours a day.
2. A Part-time employee shall be paid time and one-half the employee's basic rate of pay for all hours worked:
  - (a) prior to 6:00 AM; or
  - (b) one-half (1/2) hour after store closing, or 10:00 PM, whichever is later. If store hours change from normal store closing on a temporary basis, employees shall receive one (1) week's notification.

In 24-hour stores "store closing" shall be defined as midnight.

### B. MAJOR HOLIDAYS AND SUNDAYS

1. When employees (including department heads and Part-time employees) are requested by the Employer to work on any major holiday, they shall receive double their regular hourly rate for hours worked but such hours worked shall not be counted as hours worked toward figuring weekly overtime. Employees hired after 2/12/94 shall be paid one and one-half times their hourly rate for such hours worked on a holiday.
2. When employees (including department heads and Part-time employees) are requested by the Company to work on a Sunday, they shall receive time and one-half their regular hourly rate for all hours worked, but such hours shall not be counted as hours worked toward figuring weekly overtime.

### C. MINOR HOLIDAYS

When employees (including department heads and Part-time employees) are requested by the Employer to work on any of the minor holidays as outlined in Article 10, entitled "Holidays", they shall receive time and one-half their regular hourly rate for hours worked, but such hours worked shall not be counted as hours worked toward figuring weekly overtime.

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

- E. Work performed on Sundays and Holidays, as listed under Article 10, shall not be considered part of the scheduled work week.
- F. Scheduled overtime shall be rotated within the store. Employees shall not lose their turn in the rotation. There shall be four groups within which employees shall be rotated:
  - 1. Classified;
  - 2. Other Full-time employees;
  - 3. Part-time employees; and
  - 4. Office employees.

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

**SECTION 4 - PREMIUM SHIFT PAYMENT**

A premium shift of 15% shall apply for work performed in stores that have a weekly volume in excess of \$30,000 per week and/or those stores open more than two evenings a week for all employees except Department Heads, Full-time employees and Part-time checkers as follows: 6:00 PM to 10:00 PM (beyond the first evening). The foregoing provision shall not apply to employees hired after February 14, 1972.

**SECTION 5 - MEAL PERIOD**

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

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

**SECTION 7** - When an employee is requested or scheduled to report for work and upon reporting finds no work available, he shall receive payment for those hours he is scheduled to work on the particular day.

**SECTION 8** - The Employer agrees that the work schedule shall be arranged to provide all employees with at least one Saturday night off (6:00 PM on) out of each three (3) consecutive Saturdays.



ARTICLE 13  
WEARING APPAREL AND TOOLS

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

The Employer further agrees to furnish such tools without cost as are customarily required in the course of employment.

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

ARTICLE 14  
WAGES

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

Section 1 – GROCERY AND PRODUCE DEPARTMENT HEADS

Those employees classified as Grocery or Produce Department Heads on or before 2/14/04 shall receive the following General Wage increases on the dates indicated.

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

Those employees appointed to Grocery and Produce Department Heads on or after 2/15/04 shall receive the greater of \$20/week over their rate at the time of appointment, or \$779/week, and any applicable General Wage Increases.

SECTION 2 – HEAD PRODUCE CLERKS AND ASSISTANT GROCERY DEPARTMENT HEADS

Those employees classified as Head Produce Clerks or Assistant Grocery Department Heads on or before 2/14/04 shall receive the following General Wage Increases on the dates indicated:

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

Those employees appointed to Head Produce Clerks and Assistant Grocery Department Heads on or after 2/15/04 shall receive the greater of \$20/week over their appropriate day Full-time Clerk rate at the time of their appointment, or \$600/week, and each of the following General Wage Increases which occurs after their date of appointment as follows:

	<u>2/20/05</u>	<u>2/19/06</u>
GW	\$25.00	\$25.00

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

**SECTION 3 – FULL-TIME CLERKS**

**Employees Hired or Appointed to Full-time Clerk**

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

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

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

**SECTION 4 – CASH DEPARTMENT HEAD**

Those employees classified as Cash Department Heads on or before 2/14/04 shall receive the following General Wage Increases on the dates indicated.

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

Those employees appointed to Cash Department Head on or after 2/15/04 shall receive the greater of \$20/week over their rate at the time of appointment, or \$714/week, and any applicable General Wage Increases thereafter.

**SECTION 5 – PART-TIME CASH DEPARTMENT HEAD**

In Store Manager type stores a Part-time employee shall be designated to perform all the functions of a Cash Department Head. Such employee shall be classified as a Part-time

Cash Department Head and shall receive twenty-five cents (\$.25) per hour over his regular Part-time rate.

**SECTION 6 – HEAD FLORIST CLERK AND FULL-TIME FLORIST CLERK**

Those employees classified as Head Florist Clerks on or before 2/14/04 shall receive the following General Wage Increases on the dates indicated:

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

Those employees appointed to Head Florist Clerk on or after 2/15/04 shall receive the greater of \$20/week over their rate at the time of their appointment, or \$600/week, and each of the following General Wage Increases which occur after their date of appointment, as follows:

	<u>2/20/05</u>	<u>2/19/06</u>
GW	\$25.00	\$25.00

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

**FULL-TIME FLORIST CLERKS**

Those employees classified as Full-time Florist Clerks on or before 2/14/04 shall receive the following General Wage Increases on the dates indicated:

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

Those employees appointed to Full-time Florist Clerk on or after 2/15/04 shall receive \$600/week or their current rate whichever is greater, and each of the following General Wage Increases which occur after their date of appointment, as follows:

	<u>2/20/05</u>	<u>2/19/06</u>
GW	\$25.00	\$25.00

The Employer reserves the right to limit the number of Full-time Florist Clerks to one per store and any additional Full-time clerks assigned to the Florist Department shall follow the Full-time clerks' scale.

**SECTION 7 – OFFICE CLERK**

Employees classified as Office Clerks on or before 2/14/04 shall receive the following General Wage Increases on the dates indicated. He/she shall receive \$10.00 per week over their rate.

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

Those employees appointed to Office Clerk on or after 2/15/04 shall receive \$10.00 per week over their rate at the time of appointment and each of the above General Wage Increases, if applicable as per Article 14, Section 3, which occur after the date of their appointment.

**SECTION 8 – PART-TIME CLERKS AND CHECKERS**

**Part-time Clerks and Checkers hired on or before 2/14/04:**

Step 1 -	Start	\$6.75
Step 2 -	1 mo	\$7.00
Step 3 -	2 mo	\$7.25
Step 4 -	3 mo	\$7.50
Step 5 -	3 mo	\$7.75
Step 6 -	6 mo	\$8.00
Step 7 -	6 mo	\$8.25
Step 8 -	6 mo	\$8.50
Step 9 -	6 mo	\$9.00
Step 10-	3 mo	\$9.50

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

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

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

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

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

Employees hired after 2/14/04:

<u>1 month</u>	<u>13 months</u>	<u>25 months</u>
.30¢	.25¢	.25¢

**SECTION 9 – COURTESY CLERKS**

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

Step 1 – Start	\$6.75
Step 2 – 3 months	\$7.00
Step 3 – 6 months	\$7.25
Step 4 – 6 months	\$7.50

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

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

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

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

\*The 2/15/04 GWI applies to all part time Courtesy Clerks hired prior to 2/15/04 and then everyone in the classification advances to the next scale rate when they have satisfied the number of months necessary to move from the scale rate immediately at or below their

rate on 2/15/04. Starting in 2005 the GWI applies only to an employee at or above the highest rate in the table.

Employees hired after 2/14/04:

<u>2 months</u>	<u>14 months</u>	<u>26 months</u>
.20¢	.15¢	.15¢

Courtesy Clerks

A Courtesy Clerk is an employee whose duties do not include any of the work of a regular clerk. Courtesy Clerks may perform cleanup work in the sales areas as well as rest rooms and lunch rooms. They may clean customer breakage, sweep and spot mop. Courtesy Clerks may keep the check-stands stocked with supplies, such supplies not to include merchandise offered for sale. Courtesy Clerks may handle merchandise after it has become the property of the customer, do customer returns and price checks, and may also assist the checker or cashier in removing merchandise from the carriages. Courtesy Clerks may collect and line up carriages from the parking lot and return them to the store and may keep the area orderly and free from refuse. Courtesy Clerks may carry empty bottles to a collection point and refuse to a point of disposal.

The Employer agrees to provide identification to Courtesy Clerks to distinguish employees in the store. The Employer agrees to use separate time schedules for Courtesy Clerks.

Courtesy Clerks shall be given preference in filling Part-time Clerk/Checker vacancies.

There shall be a thirty (30) day trial period for Courtesy Clerks appointed to Clerk or Checker. Such employee shall receive the Clerk/Checker rate during the trial period.

SECTION 10 – PORTERS

The duties of Porters shall be limited to the general cleaning up of the store and the parking area, but in no instance shall Porters be allowed to handle, display, or sell merchandise.

Employees hired or appointed to Full-time or Part-time Porter on or before 2/14/04 shall receive the rate of \$7.25 per hour and each of the following General Wage Increases which occur after their date of appointment.

General Wage Increases for Porters:

Full-time Porter

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

Part-time Porter

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

Employees hired or appointed to Full-time or Part-time after 2/14/04:

Full-time Porter

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

Part-time Porter

<u>1 month</u>	<u>13 months</u>	<u>25 months</u>
.30¢	.25¢	.25¢

The only provision of the overtime section of this Agreement that applies to Porters is that of overtime after forty (40) hours of work in a regular work week and thirty-two (32) hours of work in a holiday work week. The premium shift payment shall not apply to Porters.

SECTION 11 – GENERAL MERCHANDISE CLERKS:

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

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

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

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

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

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

\*The 2/15/04 GWI applies to all part time General Merchandise Clerks hired prior to 2/15/04 and then everyone in the classification advances to the next scale rate when they have satisfied the number of months necessary to move from the scale rate immediately at or below their rate on 2/14/04. Starting in 2005 the GWI applies only to an employee at or above the highest rate in the table.

Employees hired after 2/14/04:

<u>2 month</u>	<u>14 months</u>	<u>26 months</u>
.25¢	.20¢	.20¢

B. Full-time General Merchandise Clerks:

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

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

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

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



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

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

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

- C. General Merchandise Clerks shall be a separate classification.
- D. The definition of General Merchandise is Health & Beauty Aids, plus the following types of commodities: cookware, small plastics, Rubbermaid, glasses/mugs, matchbox toys, magazines, twin closet supplies, paint, glues/sealers, bathroom accessories, shelf lines, cosmetics, kitchen gadgets, hardware, automotive, cards, sewing needs, hair care, party goods, and any similar categories.
- E. The distinction between General Merchandise Clerk and others in the store is to be furthered by use of aprons.
- F. The intent of this classification is not to displace existing people now performing the function.
- G. General Merchandise Clerks are only to be used in stores with over 300 linear feet of general merchandise.
- H. Seniority shall be within the General Merchandise Department only.

#### SECTION 12 – BAKE-OFF

##### A. Part-time Bake-Off Employees hired on or before 2/14/04:

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

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

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

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

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

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

Employees hired after 2/14/04:

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

A. 1. Full-time Bake-Off Employees

Full-time

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

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

The above rates in the table are at six (6) month intervals. The Employer may hire, on a store-by-store basis, at any rate of the classification table or at rates above the table and such hiring rate will be the minimum for the classification for that store as long as the store

retains that rate. When a store raises its hiring rate, incumbent employees below the new hiring rate will move immediately to the new hiring rate and thereafter progress to the next rate upon completion of six (6) months in that rate. When a store reduces its hiring rate for new hires, no incumbent employee will be affected.

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

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

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

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

## 2. Full-time Lead Bake-Off Employees

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

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

Those employees appointed to Lead Bake Off on or after 2/15/04 shall receive the greater of \$20/week over their rate at the time of appointment, or \$625/week, and any applicable General Wage Increases thereafter.

- B. Sunday and holiday rotation shall be within the department.
- C. Seniority shall be within the Bake-off Department only.
- D. Employees may be scheduled up to five (5) nights at straight time.
- E. Starting time shall be 5:00 AM at straight time.

## SECTION 13 – NIGHT STOCKERS

Working conditions and wages for those employees who are selected to work the night shift in stores designated by the Employer:

A. The regular work week to consist of five (5) days of eight (8) hours each for a total of forty (40) hours Monday through Saturday.

The holiday work week to consist of four (4) days of eight (8) hours each for a total of thirty-two (32) hours Monday through Saturday.

B. The hours of work shall be consecutive between 11:00 PM and 8:00 AM.

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

D. The Night Stockers' total pay shall apply to Articles 10, 15, 17, 18, 20 and 39.

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

F. Full-time Night Crew

1. Night Crew Chief

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

Those appointed to Full-time Night Crew Chief on or after 2/15/04 shall receive the greater of \$20/week over their rate at the time of appointment, or \$711/week, and any applicable General Wage Increases thereafter.

2. Full-time Night Crew Clerk

Any employee assigned to the night crew after 2/21/82 will be paid a premium of \$1.00 per hour over the applicable rates as provided in Sections 3, 11, 12 or 14 of this Article as well as the applicable General Wage Increases described in these Sections on 2/15/04.

G. Part-time Night Crew

1. Any employee assigned to the night crew after 2/21/82 will be paid a premium of \$1.00 per hour over the applicable rates as provided in Sections 8, 11, 12 or 14 of this Article as well as the applicable General Wage Increases described in these Sections on 2/15/04.

2. A Part-time night stocker shall be scheduled for at least eight (8) hours per night on the night shift. All Part-time employees hired or appointed to the night crew after February 12, 1994 may be scheduled six (6) hours per night on the night

shift. A Part-time night stocker may work a shift of fewer than six (6) hours provided the employee signs a written waiver. No Full-time night stocker shall be reduced in hours as a result of introducing a Part-time night stocker.

3. Any day Part-time employee who works voluntarily on the night crew shall receive the applicable Part-time night crew rate and night crew premium.
4. The minimum Part-time night crew rate shall be \$6.80 plus the \$1.00 per hour premium.
5. Part-time night crew employees who return to non-night crew hours shall receive the appropriate Part-time rate based on their seniority and position.

#### SECTION 14 – SERVICE DEPARTMENTS

##### A. Part-time hired on or before 2/14/04:

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

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

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

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

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

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

Employees hired after 2/14/04:

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

B. Full-time Service Clerks:

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

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

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

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

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

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

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

## SECTION 15 – CREDIT FOR PART-TIME HOURS

- A. A Part-time employee who changes to Full-time employment shall be placed on the minimum rate of the scale in the classification to which he/she is promoted, or shall receive an hourly increase of \$1.00, whichever is greater. The employee shall then progress to the next scale rate when he/she has satisfied the number of months necessary to move from their rate to the next scale rate.
- B. A Part-time employee who changes to Full-time employment and retains Full-time employment status for less than three (3) months and then returns to his Part-time status will receive the hourly rate to which he was entitled had he not changed his status.
- C. A Part-time employee who changes to Full-time employment for more than three (3) months and then returns to Part-time status will receive a rate determined by dividing his Full-time basic wage by forty (40) hours. This shall not apply during the period of May 1<sup>st</sup> through the Sunday following Labor Day.
- D. A Full-time employee who requests a reduction to Part-time will receive a Part-time rate of pay based upon his seniority.

## SECTION 16 – RELIEF MANAGER

- A. A member of the bargaining unit shall receive \$7.00 for a daily replacement of a Grocery Head and/or Grocery Department Head and/or Produce Head in a partial week. If the replacement holds the classification of Grocery Head or Produce Head this provision shall not apply.
- B. A member of the bargaining unit shall receive the applicable base rate or \$35.00 over current rate, whichever is greater, when he replaces the Grocery or Produce Department Head.

## SECTION 17 – PHARMACY TECHNICIAN

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

## SECTION 18 – EMERGENCY CALL-IN

No less than three (3) hours pay for emergency calls for all employees who show up to be paid at the rate of overtime.

SECTION 19 – MINIMUM WAGE

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

SECTION 20 – One Full-time day dairy clerk as designated by the Company: \$10.00 weekly premium.

ARTICLE 15  
VACATIONS

SECTION 1 - ELIGIBILITY

All employees shall be eligible for vacation on their anniversary date of employment on the following basis:

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

\*Notwithstanding the foregoing, all Part-time employees hired after March 10, 1985, shall be eligible for two weeks' vacation only after the 3rd Anniversary date of continuous employment.

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

ELIGIBILITY FOR VACATION BENEFITS AS OF JANUARY 1

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



- D. All vacation time earned shall be taken during the year in which eligibility occurs.
- E. If an employee does not take his vacation by December 31 because of a request by the Employer, the Employer shall pay the employee his appropriate vacation pay and he shall not be given compensating time off.

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

## SECTION 2

- A. The regular vacation period is from January 1 through December 31.
- B. The Employer shall post vacation forms by December 15 of the preceding year to permit selection of the 3rd, 4th, and 5th week of vacation for those who may be eligible. The regular vacation schedule shall be posted by April 15.
- C. When an employee's vacation falls during a holiday week, the week immediately following shall be that employee's holiday work week.

## SECTION 3

### A. Vacation Pay - Full-time Employees

A Full-time employee shall receive as vacation pay his basic wages for his regular classification, or his regular classification as of January 1 of the vacation year, whichever is the greater.

### B. Vacation Pay - Part-time Employees

A Part-time employee shall be paid at his current rate of pay multiplied by his average weekly straight-time hours paid for the year preceding his vacation.

## SECTION 4

### A. First and Second Week's Vacation

The first and second week vacations shall be taken at a time mutually convenient to the Employer and employee during the summer months, if possible. In scheduling these vacations, preference shall be given to seniority.

### B. Third, Fourth, and Fifth Week's Vacation

The third, fourth and fifth week vacations shall normally be taken during the winter months at a time mutually convenient to the Employer and the employee. In scheduling these vacations, preference shall be given to seniority.

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

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

ARTICLE 16  
MANAGEMENT

- A. The management of the Employer's business and the direction of the working forces shall vest solely in the Employer within the provisions of this Agreement.
- B. The Employer agrees to supply its supervision with copies of this Agreement and assumes full responsibility for their observance of its terms.

ARTICLE 17  
INJURIES

SECTION 1 - In cases where injuries are sustained on the job, and where the employee, Full- or Part-time is unable to work his scheduled hours because of said injury, such an employee shall not suffer any loss in pay for a maximum of five (5) days within a period of ten (10) days. The day of injury shall not be counted as one of the five (5) compensable days.

SECTION 2 - In the event of an injury sustained on the job which does not immediately result in loss of time at work, the above provisions will be applicable on the first occasion that such injury results in loss of time at work.

SECTION 3 - The Company agrees to authorize its Store Managers (a copy of such authorization to be forwarded to each local union) to advance out of store funds an amount equal to five (5) days' pay for employees who are clearly disabled by an accident occurring on the job. The purpose of this Agreement is to help the employee maintain continuity of income insofar as possible while insurance claims and/or requests for supplementary pay are being processed. It is understood that the employee will reimburse the store funds as quickly as possible, but no later than the next regular pay day after he has been reimbursed by the insurance company.

SECTION 4 - Employees receiving Workers' Compensation retain the right of re-employment for up to two (2) years from the day of injury.

SECTION 5 - In the case of injuries sustained on the job, the Company shall continue to make contributions for eligible employees to the Health and Welfare and Pension Funds

for a period of up to six (6) months. Pension contributions shall be based on forty (40) hours per week for Full-time employees, and average hours in the four (4) weeks prior to the week of the injury in the case of Part-time employees.

SECTION 6 - When an employee goes out on disability, the maximum Accident and Sickness payment is one per illness only.

#### ARTICLE 18 JURY DUTY

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

#### ARTICLE 19 MILITARY DUTY

SECTION 1 - Any employee who enlists or is drafted into the Military Service of the United States shall be placed on a leave of absence for his period of service up to forty-eight (48) months. Such leave of absence shall terminate after ninety (90) days from his date of discharge. Employees on military leave of absence of up to six (6) months shall return to work within thirty-one (31) days after release from military service.

The Employer will reinstate in compliance with Veterans' Re-employment Statute an employee who has re-employment rights under the law and who has applied for reinstatement within the legally required period of time after his date of discharge. He shall be reinstated no later than the second Monday after he has made application to return and upon receipt by the Employer of the employee's discharge papers (Form DD214). Time spent on Military Leave shall be counted as continuous service with the Employer.

#### SECTION 2 - EMERGENCY NATIONAL GUARD DUTY

An employee called to National Guard duty because of a local emergency by decree of the State shall suffer no loss of basic pay.

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

**SECTION 4** - An employee shall not be required to take Military Training duty as his earned vacation. If a holiday provided for in this Agreement falls during an employee's two (2) week training period, the week immediately following shall be that employee's holiday work week.

**SECTION 5** - Regular Full-time employees who have one or more years of continuous Full-time service with the Employer are entitled to receive three weeks' Military Leave Separation Pay when called into the Armed Forces for a normal enlistment.

A. A normal enlistment in the Armed Forces is a period of not less than two years.

When an employee leaves for the Armed Forces, he obtains a letter from the Commanding Officer after he has been assigned to his first training center and forwards this letter to the Personnel Division. This letter shall confirm his induction into the service and state length of enlistment. The Military Leave Separation Pay is forwarded to the employee upon receipt of the letter of confirmation.

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

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

It shall be the responsibility of the inductee to send in a letter of confirmation from the Commanding Officer confirming the continuous active duty after nine months and after fifteen months. Upon receipt of this letter, a check will be forwarded to the inductee.

## **ARTICLE 20** **BEREAVEMENT**

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

**SECTION 2** - For the purposes of this Article, it is agreed that a member of the immediate family shall be considered to be the employee's father, mother, brother, sister, mother-in-law, father-in-law, or any member of the family residing in the employee's home.

**SECTION 3** - The date of notification of death of a member of the immediate family for those employees who are on the job shall not be counted as one of the one (1) day, three (3) days or five (5) days funeral leave.

**SECTION 4** - Any employee who is on a paid vacation at the time of death of a member of the employee's family as listed above shall be entitled to an additional one (1) day, three (3) days or five (5) days off as vacation immediately following the employee's regular vacation.

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

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

The Company's Health and Welfare obligations are set forth in Attachments to the collective bargaining agreement.

#### **CONTRIBUTIONS**

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

**Part-time Employees** - All Part-time employees in the active employ of the Employer the first day of each month and who have thirty-six (36) months of continuous Part-time service.

#### **ARTICLE 22** **RETIREMENT**

The Company's Pension contribution obligations are set forth in an Attachment to this Collective Bargaining Agreement.

#### **CONTRIBUTIONS**

**Full-time Employees** - All Full-time active employees: the first of the month following thirty (30) days of continuous Full-time employment.

**Part-time Employees** - All Part-time employees: the first of the month following twelve (12) months of continuous Part-time employment.

The Company will maintain a 401(k) plan for eligible employees. The plan is non-contributory.

**ARTICLE 23**  
**NO STRIKES - NO LOCKOUTS**

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

**SECTION 2** - It is further mutually agreed that the Employer shall have the right to take action it deems advisable, including discipline and discharge, against any employee engaging in, participating, encouraging, aiding or abetting any such unauthorized strike, walkout, or stoppage of work. However, an issue of fact as to whether or not any particular employee engaged in, participated in, or encouraged any strike or work stoppage may be subject to the grievance procedure established by Article 25 hereof.

**ARTICLE 24**  
**CROSSING PICKET LINE**

It is understood and agreed that, in the event of a strike by a Union having contractual relations with the Employer, other than the Union or its Local which is party hereto, which strike is legal and is sanctioned by the International body of such Union, the employees covered by this Agreement shall not be required to cross a picket line.

**ARTICLE 25**  
**GRIEVANCE AND ARBITRATION**

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

**SECTION 2 - GRIEVANCE PROCEDURE**

In the event that a problem should arise, the employee may take up this problem with his Department Head or his Union Representative for adjustment. No employee shall be discriminated against because of union activity. If the employee feels that his problem has not been solved to his satisfaction and he desires to make a grievance, the grievance shall be dealt with in the following manner:

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

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

**Third Step** - If the grievance is not settled, the grievance shall be referred to the Employer's Labor Relations Division. The Labor Relations Division shall discuss the

grievance with a Union Representative and endeavor to settle the grievance. In the event the grievance is not settled in the third step, it shall be submitted to arbitration in accordance with Section 3.

In the event of any grievance over a discharge, or a suspension pending discharge, the Union shall notify the Company of such grievance within fourteen (14) days of the date on which the Union is notified of such discharge, or suspension pending discharge, or its right to arbitration shall be forfeited.

### SECTION 3 - ARBITRATION PROCEDURE

In the event that the Employer and the Union are unable to settle a grievance and/or dispute within seven (7) days after the conclusion of the discussion under Step 3 set forth in Section 2 of this Article, then either party may request arbitration of said grievance by serving upon the other party, no later than fourteen (14) days following the date of the first discussion under Step 3 of the Grievance Procedure, written request for arbitration and a failure to so request arbitration within the aforesaid fourteen (14) day period shall constitute a waiver of the grievance. The parties shall endeavor to agree upon an impartial arbitrator and, in the event that they are unable to so agree within ten (10) days after request for arbitration has been made in accordance with the foregoing, then the aggrieved party (the Employer or the Union) may request the American Arbitration Association to hear and determine the case in accordance with the then prevailing rules of the American Arbitration Association.

SECTION 4 - The arbitrator shall have no authority to add to, subtract from, alter or amend any of the provisions of this Agreement.

SECTION 5 - The decision of the arbitrator shall be final and binding upon the parties to this Agreement and the employees covered hereby.

SECTION 6 - The fee and expense of the arbitrator shall be borne one-half by the Employer and one-half by the Union.

SECTION 7 - After the Union has filed a demand for arbitration but prior to commencing arbitration, the parties may engage in voluntary and nonbinding grievance mediation under the auspices of the FMCS.

## ARTICLE 26 SENIORITY

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

1. Voluntary quit;
2. Layoff due to lack of work for twelve (12) months;
3. Discharge for cause;

4. Failure to return to work within the time allowed after a layoff or leave of absence;
5. One who works elsewhere while on a leave of absence without express permission in writing from the Employer to be so employed.

## SECTION 2

- A. The date determining a Full-time employee's employment date for purposes of seniority consideration in layoffs due to lack of work is the date he was either employed for, or appointed to, Full-time work; except that where a Full-time employee has had prior continuous service as a Part-time employee before being appointed to Full-time work and has worked Full-time for a continuous period of four (4) months, he shall be credited one (1) month for each two (2) months of Part-time service in establishing his employment date for purpose of layoff by seniority.
- B. The Employer shall furnish twice yearly, the local union with an up-to-date seniority roster of the employees for the Local's area showing the employee's name, classification and seniority date. There shall be a separate seniority list for Full-time and Part-time employees.

SECTION 3 - The principle of seniority shall apply in all layoffs due to lack of work covering all employees within the job classification within the agreed upon areas.

Part-time employees employed on the first of the month following thirty (30) days of employment who are laid off for lack of work, shall have seniority rights within the store, except in the case of store closings where seniority rights shall be within the area.

When the Employer determines that reductions and/or layoffs are necessary, the Employer and the Union shall meet to discuss the application of the Agreements set forth in this Article prior to any reduction and/or layoffs.

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

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

1. Grocery Department Head replaces an Assistant Grocery Department Head, Cash Department Head, or Head Clerks;
2. An Assistant Grocery Department Head, Cash Department Head, or Head Clerk replaces a Full-time Clerk;
3. A Produce Department Head replaces a Produce Head Clerk;
4. A Produce Head Clerk replaces a Full-time Clerk;
5. Full-time Cash Office Clerk replaces a Full-time Clerk;
6. Head Florist Clerk replaces Full-time Clerk.



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

1. Full-time Clerk replaces a Full-time Service Clerk, Full-time Bake Shop Clerk, Part-time Clerk or Checker;
2. Full-time Service Clerk replaces a Part-time Clerk, Checker or Part-time Service Clerk;
3. Lead Bake Shop Clerk replaces a Full-time Bake Shop Clerk (no other employee replaces a Lead Bake Shop Clerk);
4. Full-time Bake Shop Clerk replaces a Part-time Clerk, Checker or Part-time Service Clerk;
5. A Part-time Clerk or Checker replaces a Part-time Service Clerk or Courtesy Clerk;
6. A Part-time Service Clerk replaces a less senior Service Clerk and then replaces a Courtesy Clerk;
7. A Part-time Service Clerk or Courtesy Clerk shall not replace a Part-time Clerk or Checker.

SECTION 4 - A Full-time employee who accepts Part-time work shall be eligible for his benefits as of the date of his reduction for a period not to exceed six (6) months.

#### SECTION 5 - SEVERANCE PAY

##### A. ELIGIBILITY

To be eligible for severance pay, an employee must:

1. Be hired or appointed to Full-time prior to 2/21/82;
  2. Be a Full-time employee with a minimum of one year's continuous service;
  3. Have been laid off for lack of work;
  4. Not be working with the Employer on a Part-time basis;
  5. Have either exhausted his recall rights or has chosen at the time of layoff to forfeit his recall rights.
- B. Once an employee is eligible for severance pay, he shall receive one week's pay for each full year of continuous Full-time service.
- C. An employee hired or appointed to Full-time after 2/21/82 will be eligible for severance pay provided such employee:
1. Is a Full-time employee with a minimum of one year's continuous service;
  2. Was working in a store that was sold to another retail food company;
  3. As a result of (2) was laid off for lack of work;
  4. Is not working for the Employer;
  5. Has either exhausted his recall rights or has chosen, at the time of layoff, to forfeit his recall rights.

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

SECTION 6 - Full-time employees with three (3) months of employment, laid off for lack of work, shall be given preference in re-employment within a period not to exceed twelve (12) months after their day of layoff. Such preference of employment shall be offered to the employees within an area which reasonably conforms to their former place of employment. If the employees are re-employed within the above period after the date of layoff, they shall be reinstated and shall not lose their continuity of employment.

Part-time employees with six (6) months of service shall have six (6) months recall rights. Recall shall be within the store, except in the case of store closings when it shall be within the area.

SECTION 7 - Full-time employees, laid off because of lack of work, where no other Full-time work in the same job classification is available within the area, may be offered Part-time work if Part-time work is available even if this means replacing Part-time employees. The Full-time employee who accepts temporary Part-time work will be given first preference for Full-time work when it becomes available.

#### SECTION 8

Notification of layoff shall be as follows:

<u>Full-time Employees</u> -	one week or one week's pay in lieu of notice
<u>Part-time Employees</u> -	by 3:00 PM on Friday or, in the event of store closing, one week's notice.

#### SECTION 9 - PROMOTION

- A. The Employer shall continue its efforts to train senior employees to fill higher rated classifications. Promotions to classified positions shall be made from Full-time employees only; except, however, promotion to Full-time Cash Department Head may be from Part-time.
- B. In the matter of promotions, the Employer shall have the right to exercise its judgment on fitness and ability and shall make the determination after giving due regard to seniority and after considering suggestions and recommendations of the Union.

SECTION 10 - Whenever a Full-time job vacancy occurs in an unclassified job in the area, the job will be offered to a Part-time employee. The Employer shall have the right to exercise its judgment on qualifications and ability and shall make the determination after giving due regard to seniority. In instances where qualifications and ability are equal, seniority will be the determinant.

The employee promoted to Full-time shall be on probation for a period of ninety (90) days. If either the employee or Employer should determine the change is not satisfactory, the employee shall be returned to his former position with seniority and pay as if he has never left.

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

SECTION 11 - When a regular schedule with more Part-time hours is available within a department in a store, it shall be offered in order of seniority to Part-time employees within the department in the store, provided they are available on a continuing basis.

If the need arises for additional unscheduled hours, such hours shall be first offered in order of seniority to employees working in the department at the time such hours arise. If the employees working in the department are unavailable to work all the hours, the Company will make every reasonable effort to call in employees not working at the time in order of seniority within the department. Such additional hours will not be required to be offered to any employees for whom the hours would be paid at the overtime rate.

This in no way restricts the Company from working employees across departments.

SECTION 12 - Recall of employees who have been laid off shall be made as follows:

ALL EMPLOYEES - The employee shall be notified by telephone that work is available. If he cannot be contacted by telephone, he shall be notified by certified mail. If no reply is received within five (5) working days, the employee shall be terminated. Part-time employees shall be recalled on a store basis. However, the Employer shall make every reasonable effort to provide work in stores which reasonably conform with their former place of employment.

SECTION 13 - Any employee transferred or promoted out of the bargaining unit as of February 10, 1975, or later shall accumulate no seniority while out of the unit. Once the employee has been out of the bargaining unit covered by this Agreement for one year as a result of a transfer or promotion and he then should re-enter the bargaining unit, his seniority date would then be the date of his re-entry into the bargaining unit.

## ARTICLE 27 UNION CHECKOFF

SECTION 1 - The Employer agrees that it will deduct from the wages of the employees, the initiation fee and monthly/weekly dues and arrears uniformly required by the Union, provided it has a signed authorization from the employee, and will forward same to the

Union, during the month in which it is deducted, together with a list of the employees from whom such deductions were made.

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

**SECTION 3** - The Employer agrees to deduct periodically from the pay of each employee who is a union member and who executes an appropriate voluntary checkoff authorization form to the UFCW Active Ballot Club the amount specified in the checkoff authorization form signed and dated by the employee. The deduction shall continue for the life of this Agreement for each employee who signs a checkoff authorization form unless the employee revokes the authorization in writing. The Employer agrees to transmit periodically UFCW Active Ballot Club deductions to the UFCW Active Ballot Club in care of the Local Union or the UFCW, as may be appropriate, together with the names of employees for whom deductions have been made and the amounts deducted for each employee.

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

#### **ARTICLE 28** **WORK SCHEDULES**

The Employer shall post a work schedule in ink for all employees covered by this Agreement no later than 3:00 PM each Friday for the following week. Scheduled hours will be totaled on a daily and weekly basis when posted. Changes may be made in this schedule in an emergency situation only.

#### **ARTICLE 29** **POLYGRAPH**

The Employer agrees that it will not request, require, or accept any voluntary offer from any employee to take a lie-detector test, or any similar test.

#### **ARTICLE 30** **TRANSFERS**

Reasonable transfers may be made by the Employer provided the Union and the employee have been notified in writing at least seven (7) days in advance of the transfer or by phone or in person to be confirmed in writing. No transfers are to be made between local union areas unless the Employer notifies the local unions involved.

If a grievance should arise as a result of the intended transfer, then the Union and the Employer shall meet within the aforesaid seven (7) days for the purpose of making disposition of the grievance. Should the grievance not be settled at this meeting, the

transfer shall be delayed for seven (7) days from the original date the transfer was to be made.

If a part-time employee is transferred voluntarily and temporarily for a week or more to a store with a starting rate that is higher than the rate the employee is currently earning, that employee will receive, for the assigned time, that store's starting rate.

### ARTICLE 31 TRANSPORTATION

SECTION 1 - Whenever an employee is transferred to a store requiring a carfare expense greater than the basic public transportation fare, that employee is reimbursed for this additional expense, not as salary but as expense, so long as it is incurred; this does not apply in the case of an employee who at the time of employment is assigned to a store requiring an expense greater than the basic public transportation fare.

SECTION 2 - Whenever an employee is transferred to a store beyond the area of the basic public transportation fare and uses his car to go to and from work he receives mileage allowance at the rate of \$.375 per mile for miles traveled in excess of thirty (30) miles per day; this does not apply in the case of an employee who at the time of employment is assigned to a store requiring travel by car in excess of thirty (30) miles.

Stop & Shop employees receiving travel pay at the commencement of this Agreement shall continue to receive the same mileage eligibility for the duration of their current travel pay assignment. Former Purity and Edwards employees shall have their mileage eligibility changed to thirty (30) miles on the effective date of the contract.

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

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

SECTION 5 - Employees temporarily transferred for purposes of a store opening or remodeling where an overnight stay is required shall be reimbursed for all reasonable expenses incurred including, but not limited to, transportation, car mileage, as per Section 2 above, meals, and lodging.

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

**ARTICLE 32**  
**BULLETIN BOARDS**

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

**ARTICLE 33**  
**VALIDITY**

**SECTION 1** - In the event the law invalidates any section of the contract, such section shall become null and void, and the Union and the Employer shall meet to re-negotiate that section.

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

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

**ARTICLE 34**  
**TIME CLOCKS**

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

ARTICLE 35  
STEWARDS

- A. The Union shall have the right to have two (2) Stewards in each of the Employer's stores covered by this Agreement.
- B. In addition to his right as a regular employee, one Steward in each store, who shall be a Full or Part-time employee of the Employer, shall have top seniority in lay-offs due to lack of work.
- C. No Steward shall be transferred unless such transfer is mutually agreed upon between the Employer and the Union.
- D. The duties of the Steward shall be to report any irregularities to the Union Office. In no instance shall the Steward be discriminated against for discharging such duties.
- E. The Union shall supply the Employer with a list of the Stewards (designating the Steward with top seniority pursuant to Section B) and the store locations. The Union will notify the Employer of all changes.
- F. The Employer shall arrange one (1) day off (a Monday, Tuesday or Wednesday only) with pay to allow two (2) Stewards per store to attend the annual Shop Stewards Seminar. Store Managers must be notified in advance so that appropriate scheduling arrangements can be made.

ARTICLE 36  
MANAGEMENT TRAINEES

It shall be understood that Management Trainees are being trained for positions outside the bargaining unit. The Employer shall notify the local union involved when employee is designated as a Management Trainee.

ARTICLE 37  
STORE CARDS/DECALS

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

ARTICLE 38  
WAGE STATEMENT

The Employer shall establish regular weekly pay days, except as it may change due to a holiday, and furnish to each employee on such pay days, a wage statement showing the

date, name of the employee, total hours worked, total amount of wages paid, and itemized deductions made therefrom.

ARTICLE 39  
SICK LEAVE

SECTION 1 - FULL-TIME EMPLOYEES

Full-time employees in the employ of the Employer shall be eligible to receive paid sick leave as follows:

February 15, 2004 - February 19, 2005 Nine (9) days  
February 20, 2005 - February 18, 2006 Nine (9) days  
February 19, 2006 - February 17, 2007 Nine (9) days

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

SECTION 2 - PART-TIME EMPLOYEES

Part-time employees hired prior to 2/21/82 shall receive paid sick leave as follows:

Fifteen (15) hours sick leave after six (6) months' service;  
Twenty-four (24) hours sick leave after twelve (12) months' service.

Part-time employees hired on or after 2/21/82 shall receive paid sick leave as follows:

Fifteen (15) hours sick leave after twelve (12) months' service;  
Twenty-four (24) hours sick leave after twenty-four (24) months' service.

One hundred percent (100%) of the unused sick leave will be reimbursed in cash.

SECTION 3 - In lieu of the above provisions, Grocery and Produce Department Heads shall receive up to four (4) weeks' supplementary pay, as needed, for each illness or accident. Effective with the contract year beginning February 11, 2001, in the event that a Produce or Grocery Department Head who is entitled to four (4) weeks supplemental pay per illness, does not take any sick leave during the sick leave year, then (s)he will



receive forty (40) hours pay at their straight time hourly rate at the end of each sick leave year.

ARTICLE 40  
AUTOMATION - MECHANIZATION - NEW CLASSIFICATIONS

The Employer will notify the Union before introducing any new type of production equipment, before setting up a new department, or before establishing a new classification not presently listed within this Agreement. Prior to such introduction the Union and the Employer shall meet and discuss the conditions by which such introduction will be made.

ARTICLE 41  
INTERPRETATION OF AGREEMENT

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

ARTICLE 42  
DURATION

This Agreement shall take effect February 15, 2004 and shall continue in full force and effect until midnight February 17, 2007, and shall be continued for an additional year unless sixty (60) days prior to February 17, 2007, either the Union or the Employer gives written notice by certified mail to the other that it desires to amend or terminate this Agreement. During negotiations of any proposed new agreement or amendments, the terms of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals by their duly authorized officers and representatives this as of the day and year first above written.

UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION  
-AFL-CIO-CLC

  
\_\_\_\_\_  
President, Local 328

THE STOP & SHOP SUPERMARKET  
COMPANY LLC


  
\_\_\_\_\_  
Executive Vice President

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

The following understanding between UFCW Local 328 is made part of the Collective Bargaining Agreement dated February 15, 2004:

- 1) The Employer recognizes the Union as the bargaining agent for the Employer's employees working at Bake-offs operated by the Employer which are not adjacent or contiguous to the Meat Department;
- 2) If an Industrial Accident claim has been filed, and no payment has been made within thirty (30) days from the date of filing, the Employer will notify the employee on the option regarding a waiver with the Health & Welfare Fund;

FOR THE UNION:

  
President, UFCW Local 328

FOR THE EMPLOYER:

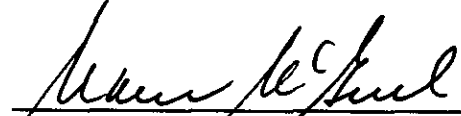
  
Executive Vice President

EXHIBIT B

February 15, 2004


MEMORANDUM OF UNDERSTANDING

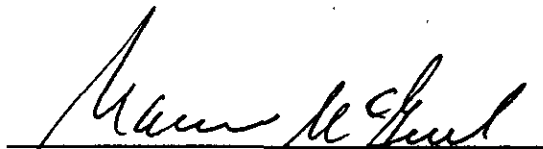
The following understanding between UFCW Local 328 and The Stop & Shop Supermarket Company LLC is a term of and is made a part of the Collective Bargaining Agreement dated February 15, 2004:

A Part-time employee who desires to be scheduled for less than the minimum schedules set forth in Article 12, Section 2(B) of the 2004-2007 Agreement may be scheduled for less than such minimums, provided the employee signs a written waiver.

UFCW LOCAL 328

THE STOP & SHOP SUPERMARKET  
COMPANY LLC

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Executive Vice President

## EXHIBIT C

### MEMORANDUM OF AGREEMENT

The undersigned Local of the United Food and Commercial Workers' Union and The Stop & Shop Supermarket Company LLC are in agreement on the following items with a reference to layoffs and reductions resulting from a store closing.

There are eight zones to be used for layoffs and reductions of Full-time employees with Locals 328 and 1445. A Full-time employee may exercise his seniority within his zone in his same classification, or any lower classification. If an employee is unable to find an employee in a classification within his zone who has less seniority, he may look to another zone to find such a person. In any bump which takes place either within the same zone, or into another zone, the employee must bump the least senior employee at the location that employee is working; that is, there are no intermediate bumps. The new store into which an employee bumps becomes his new home store, for travel pay purposes, if it is further than his prior home store for travel pay purposes.

#### ZONES (zones mutually agreed upon between the Company and the Union)

1. #1-5-10-15-32-39-41-43-49-53-60-62-67-68-81-83-88-92-93-96-407-408-412-438-446-451-455-460-491-492-496-499-776
2. #2-7-33-40-44-47-48-75-89-418-431-447-459-494
3. #14-17-20-28-35-38-54-55-402-415-444-469-478-482-483-484-486-487
4. #70-71-98-403-421-427-493
5. #12-22-25-26-31-66-87-90-422-423-425-461-485
6. #3-6-8-19-37-57-79-85-86-91-434-481-497
7. #701-702-703-707-708-709-714-716-718-720-723-726-728-729-731
8. #73-432-490-704-705-712-713-721-722-724-725-727-733

Part-time zones for layoff purposes for Locals 328 and 1445 are the same as the Full-time zones set forth above.

FOR THE UNION

Lee DiLoris  
President, UFCW Local 328

FOR THE EMPLOYER

Maureen McNeil  
Executive Vice President

EXHIBIT D

MEMORANDUM OF UNDERSTANDING

The following understanding between UFCW Local 328 and The Stop & Shop Supermarket Company LLC is a term of and is hereby made part of the Collective Bargaining Agreement dated February 15, 2004:

Former A&P employees who worked for Edwards and came to work for Stop & Shop as of January 1, 1997 as a result of the Edwards conversion will be given their original A&P seniority date for purposes of layoff.

FOR THE UNION

  
\_\_\_\_\_  
President, UFCW Local 328

FOR THE EMPLOYER

  
\_\_\_\_\_  
Executive Vice President

## EXHIBIT E

Note: This Exhibit E is maintained for historical purposes only.

### MEMORANDUM OF UNDERSTANDING

[From Contract effective January 1, 1997 through February 10, 2001]

The following understanding between UFCW Locals 328 and 1445 and the Stop & Shop Supermarket Company, is a term of and is hereby made a part of their Collective Bargaining Agreement dated January 1, 1997:

The parties agree that the following terms will apply to the implementation of General Wage Increases and transition of former Purity and Edwards employees onto Stop & Shop wage scales. These rules also apply to the transition of Stop & Shop employees onto the revised Stop & Shop wage scales.

1. Former Purity GM Managers and Bakery Department Heads shall have their rates frozen for the first two years of this contract and will receive the last two General Wage Increases on 2/14/99 and 2/13/00.
2. Former Purity and Edwards employees who receive increases in the first year as a result of transitioning to a Stop & Shop rate that exceeds the amount of the first year General Wage Increase are not also entitled to that General Wage Increase if they otherwise met the eligibility requirements.
3. Former Edwards employees who hold the positions as Grocery Department Head and Produce Department Head shall have their rate raised to \$779 on January 1, 1997. Any General Wage Increase is included in, and not in addition to, this adjustment. These employees shall be eligible for General Wage Increases thereafter. Former Edwards employees who hold the positions as Cash Department Head shall have their rates raised to \$714 on January 1, 1997. Any General Wage Increase is included in, and not in addition to, this adjustment. These employees shall be eligible for General Wage Increases thereafter.
4. Former Purity and Edwards Full-time and Part-time Clerks, General Merchandise Clerks, Bake Off Clerks and Service Clerks, if any, at the top of the Purity and Edwards progression scales shall receive the applicable General Wage Increase on January 1, 1997. If after the addition of this General Wage Increase the employees are not at the top step on the applicable Stop & Shop scale, such employees shall automatically advance to the next higher step on the applicable Stop & Shop scale. Former Purity and Edwards employees who have been adjusted as described above but have not reached the top step of the Stop & Shop scale shall continue through the scale and will receive the applicable General Wage Increases after having reached the top of the scale.

5. Former Purity and Edwards Full-time and Part-time Clerks, General Merchandise Clerks, Bake Off Clerks and Service Clerks, if any, not at the top of the Purity and Edwards progression scales as of January 1, 1997 shall have their rates adjusted to the next higher step on the Stop & Shop scale on January 1, 1997. Former Purity and Edwards employees who have been adjusted as described above but have not reached the top step of the applicable Stop & Shop scale shall continue through the scale and will receive the applicable General Wage Increases after having reached the top of the scale.

6. Former Purity and Edwards employees who were receiving a premium greater than \$2 for the position as Bookkeeper shall have their premium adjusted to the \$2 premium as per Article 14, Section 7.

7. Former Purity and Edwards employees who hold the position as Night Crew Chief shall have their rate increased, if necessary, to \$711 on January 1, 1997. Any General Wage Increase is included in, not in addition to, this adjustment.

8. Stop & Shop employees working as Part-time Clerks who are below the new Step 1 on the Stop & Shop scale shall be adjusted to Step 1 on January 1, 1997. These employees will receive step increases every six months thereafter, except that employees already scheduled for an increase to the \$5.60 step prior to six months following January 1, 1997 shall receive this step increase at the regularly scheduled time and will continue to receive step increases every six months thereafter.

9. All Stop & Shop Part-time Clerks who are at or above the prior top rate of \$6.40 will be raised on January 1, 1997 to the higher of \$6.80 or their current rate plus the General Wage Increase.

10. Stop & Shop employees working as Part-time General Merchandise, Bake Off or Service Clerks who are below the new Step 1 on the Stop & Shop scale shall be adjusted to Step 1 on January 1, 1997. These employees will receive step increases every six months thereafter, except that employees already scheduled for an increase to the \$5.60 step prior to the six months following January 1, 1997 shall receive this step increase at the regularly scheduled time and will continue to receive step increases every six months thereafter.

11. All Stop & Shop employees working as Part-time General Merchandise, Bake Off or Service Clerks who are at or above the prior top rate of \$5.60 will be raised on January 1, 1997 to the higher of \$6.00 or their current rate plus the General Wage Increase.

12. All former Purity and Edwards Courtesy Clerks and all Stop & Shop Courtesy Clerks who are at or above the top rate of their respective progression scales as of December 31, 1996 shall receive the January 1, 1997 General Wage Increase. The General Wage Increase shall be treated as an advance on the next higher step on the new Stop & Shop scale. If the employees are still below the new Stop & Shop Step 1 rate,



they will then be adjusted to that rate on January 1, 1997. Six months following January 1, 1997, all Courtesy Clerks still below the new Stop & Shop top rate will advance to the next higher step on the new Stop & Shop scale and will continue on such scale until they reach the top rate after which time they are eligible for General Wage Increases.

13. Part-time clerks and Part-time General Merchandise, Bake Off or Service Clerks who are adjusted to the new Step 1 rate on their applicable scale as of January 1, 1997 shall receive a \$.15 increase on February 1, 1997. This increase is part of, not in addition to, their next scheduled progression increase. Part-time clerks and Part-time General Merchandise, Bake Off, and Service Clerks hired on or after January 1, 1997 at the Step 1 level shall receive a \$.15 increase to their rate on the first of the month following thirty days after hire. This increase is part of, not in addition to, their next scheduled progression increase. The same rules apply for Courtesy Clerks except that their increase shall be \$.10.

14. Full-time Stop & Shop General Merchandise, Bake Off and Service Clerks who are at or above their respective top rates on the Stop & Shop scales shall receive the applicable General Wage Increase on January 1, 1997. If after the addition of this General Wage Increase the employees are not at the top step on the applicable new Stop & Shop scale, such employees shall automatically advance to the next higher step on the applicable Stop & Shop scale.

15. Full-time Stop & Shop General Merchandise, Bake Off and Service Clerks who are not at the respective top rates on the Stop & Shop scales will be increased to the rate on the new scale which is \$40 above their previous rate and will continue to travel through the scale until reaching their applicable top rate.

FOR THE UNION

FOR THE EMPLOYER

\_\_\_\_\_  
President, UFCW Local 328

  
\_\_\_\_\_  
Executive Vice President

FOR THE UNION

\_\_\_\_\_  
LOCAL 1445

**SIGNATURES ON FILE**

EXHIBIT F

MEMORANDUM OF UNDERSTANDING

The following understanding between the UFCW Local 328 and The Stop & Shop Supermarket Company LLC is a term of and is hereby made a part of their Collective Bargaining Agreement dated February 15, 2004:

1. This Agreement represents a consolidation of several prior agreements. The Union and the Company agree that the former Purity and former Edwards employee seniority dates for the purpose of layoff shall be the respective seniority dates in existence at the time of ratification and shall be merged into the overall Stop & Shop seniority list. The parties further agree that any clerical errors or disputes regarding such dates shall be clarified or settled by mutual agreement between the parties.

FOR THE UNION

  
\_\_\_\_\_  
President, UFCW Local 328

FOR THE EMPLOYER

  
\_\_\_\_\_  
Executive Vice President

## EXHIBIT G

Note: This Exhibit G is maintained for historical purposes only.

### Health & Welfare

[From Contract effective January 1, 1997 through February 10, 2001]

1. Plan of Benefits. Original Stop & Shop group, Purity and Edwards Full-time and Part-time active eligible employees will be in the Interstate Health & Welfare Fund with the current level of benefits as determined by the Board of Trustees. There will be no employee contributions for the next 4 years.
2. Covered Active Full-time and Part-time Eligibility

Employees to be covered in the Interstate Health & Welfare Fund.

- a. The "original" Stop & Shop as well as the "grandfathered" Purity Part-time participants currently receiving benefits from the Interstate Health & Welfare Fund.
  - b. Edwards active Full and Part-time participants currently receiving benefits under a Company plan. This group will consist of the Shrewsbury and Dorchester stores represented by UFCW Local 1445 as well as the six stores represented by UFCW Local 328, i.e. Putnam, CT, Newport, RI, Richmond, RI, Seekonk, MA, Fairhaven, MA, and Pawcatuck, CT.
  - c. Purity active Full and Part-time employees who are currently participating in the Company sponsored Health & Welfare Plan.
3. There will be no Health & Welfare coverage for those Part-time employees who have less than 3 years of continuous service as of the date of ratification. Refer to below for details:
    - a. Regarding "Purity" Part-time employees, if an employee hired prior to the date of ratification has Part-time service of three years or more who did not elect to be in the Company sponsored Plan that individual will be included in the population as eligible. Any Purity employee with less than three years of service will be credited with their service toward the three year eligibility.

Those Purity Part-time employees covered by the Company sponsored Plan who are currently co-paying for their individual coverage will have the opportunity to stay in the Company Plan at \$20 per week (an increase from \$13 per week.) The duration of this coverage, for those who elect it, shall be one (1) year from the date of ratification.

Those Part-time employees who do not elect the continued individual coverage described above will enter the Interstate Part-time plan at no cost of the employee for individual coverage. Those who do elect the one (1) year of continued coverage will enter the Interstate Part-time plan after the end of the one (1) year at no cost to the employee for individual coverage.

The former Purity employees currently participating in the "Security" program will be in the Full-time Interstate Health & Welfare Fund at no cost to the individual.

- b. For those Stop & Shop Part-timers (except for Courtesy Clerks, Bake-Off Clerks, Service Clerks, and General Merchandise Clerks) hired prior to the date of ratification who as of the date of ratification have less than nine (9) months of service, and those Stop & Shop Part-timers classified as Courtesy Clerks, Bake-off Clerks, Service Clerks, and General Merchandise Clerks hired prior to the date of ratification who as of the date of ratification have less than twelve (12) months, the waiting period will be three years; however, their months of service will be applied to the three year eligibility. Part-time Clerks (except for Courtesy, Bake-Off, Service, and General Merchandise Clerks) with nine (9) or more months of employment will be covered for benefits in the Interstate Stop & Shop Part-time Health & Welfare Plan. The same will apply for Part-time Courtesy, Bake-Off, General Merchandise, and Service Clerks with twelve (12) months of employment.
- c. For Edwards Part-timers hired prior to the date of ratification who were not covered by the Edwards Health Plan, those individuals will have a waiting period of 3 years; however, their months of service will also be applied towards the three year eligibility.

Any Edwards Part-time or Full-time employees currently covered under special Health & Welfare arrangements will be covered by the Part-time or Full-time Interstate Health & Welfare Fund based on their classification as of the date of ratification.

- 4. Health & Welfare coverages for those individuals described in item 3. will begin the first of the month following 3 years of continuous service.
- 5. The bargaining parties will recommend to the Trustees that the Part-time Stop & Shop Food Interstate Health & Welfare Plan will become a secondary reimbursement Plan after the date of ratification.
- 6. The Company will cover the cost of Health & Welfare coverage for those eligible active Full- and Part-time employees for the next four years with the following added benefits as recommended by the bargaining parties to the Trustees.

- a. Accident and Sickness Benefit - Improve the Full-time plan from \$300/wk. to \$350/wk. in the first year.
  - b. Accident and Sickness Benefit - Improve the Part-time plan from \$65/wk. to \$75/wk. in the first year, \$85/wk. in the second year, and \$95/wk. at the beginning of the fourth year.
7. The Company will make contributions necessary to maintain the present level of benefits.
8. The bargaining parties will recommend to the Trustees:
- a. that they shall enter into a managed care plan for individuals aged 65 with 15 years of service receiving the Medicare Supplemental Benefit from the Fund;
  - b. that they will attempt to obtain managed care for the early retiree group (ages 62-65 with 10 years of continuous Full-time service); and
  - c. that they will create a long term disability benefit program which will be funded by employee contributions.
9. Retirees - The retiree issue will be dealt with as a trustee issue.

FOR THE UNIONS

FOR THE EMPLOYER

\_\_\_\_\_  
 President, UFCW Local 328

  
 Executive Vice President

\_\_\_\_\_  
 President, UFCW Local 1445

**SIGNATURES ON FILE**

**EXHIBIT H**

**HEALTH & WELFARE**

UFCW Local 328 and The Stop & Shop Supermarket Company LLC are in agreement on the following items with reference to health and welfare:


Effective February 15, 2004, there will be fixed monthly Employer contribution rates in the amounts listed below:

	<u>Full-time</u>	<u>Part-time</u>
2/15/04	current rate	current rate
6/1/04	\$633.00	\$165.00
1/1/06	Effective 1/1/06, if a rate increase is necessary, such increase shall not exceed 9%. Effective 1/1/06, if costs decrease, the rate shall be reduced by up to 5%.	

FOR THE UNION

  
\_\_\_\_\_  
President, UFCW Local 328

FOR THE EMPLOYER

  
\_\_\_\_\_  
Executive Vice President

**EXHIBIT I**  
**ADDENDUM TO THE PENSION PROVISIONS**  
**OF THE COLLECTIVE BARGAINING AGREEMENT**

Note: This Exhibit I is maintained for historical purposes only.

**[From Contract effective January 1, 1997 through February 10, 2001]**

**Section I**

UFCW Locals 328 and 1445 and The Stop & Shop Supermarket Company, have discussed the possibility of merging the New England UFCW Pension Fund into the UFCW Industry Pension Fund. The bargaining parties determined that such a merger may be beneficial to the plan participants and the plan sponsors. However, at the current time, not enough information is available to the bargaining parties to fully evaluate merger options. Therefore, the Unions and the Employer agree to the following modifications of the pension provisions of this Collective Bargaining Agreement:

1. The Employer will continue to contribute and participants will continue to accrue benefits in the New England UFCW Pension Fund. Effective February 9, 1997, the contribution for former Purity employees will increase to 45 cents per paid hour (subject to the appropriate maximums). Effective September 1, 1997, the contribution rate to the Pension Fund will increase to 50 cents for all paid hours. This contribution increase shall not go into effect if the merger of the New England UFCW Pension Fund into the UFCW Industry Pension Fund takes place on or before September 1, 1997.

2. The Employer and the Unions to this Collective Bargaining Agreement will recommend to the Trustees of the New England UFCW Pension Fund to immediately initiate merger discussions with the UFCW Industry Pension Fund. An agreement by the two pension funds to merge will be based on the following conditions:

a) Unless the merger becomes effective on or before September 1, 1997, the provisions of (1) above must be implemented.

b) Contribution Rate When/If A Merger Takes Place: Prior to the effective date of a merger, the Employer shall meet with the Unions and establish monthly contribution rates which in the aggregate will not exceed the maximum contribution rates established in (1) above (the rate set forth in paragraph 1 above multiplied by a conversion factor of 1.15 based on 170 hours per month for Full-time and 101 hours per month for Part-time employees). If the terms of the merger agreement between the two pension funds result in Appropriate Unit Contribution Rates (AUCR's) for the New England UFCW Pension Fund group that, applying the above contribution rates, generate future service benefits greater than \$58/month for Full-time and \$22.50/month for Part-time employees, then, effective with the date of the merger, the Employer's contribution rate obligation will be adjusted to an amount needed to produce that benefit.

c) Contribution Rate Changes After The Effective Date Of The Merger: If after the effective date of the merger of the two pension plans, but before the expiration of this collective bargaining agreement, the AUCR's for the New England UFCW Pension Fund group are modified (prospectively or retroactively) by the Trustees of the UFCW Industry Pension Fund in a manner that would provide lower benefit rates than those established in 2(b) above, the Employer agrees to contribute up to the maximum rates consistent with 1 and 2(b) above (provided they are not already in effect) for so long as such modified AUCR's remain in effect during the life of this Agreement, or to recommend that the Trustees of the UFCW Industry Pension Fund utilize a portion of surplus reserves, if any, that have been set aside from the assets of the New England UFCW Pension Fund.

## **Section II**

### **UFCW Industry Pension Fund**

Through June 30, 1997 the Employer will continue to make the present contribution to the UFCW Industry Pension Fund. Effective July 1, 1997, the Employer shall contribute \$125.73 per month for eligible Full-time employees and \$15.72 per month for eligible Part-time employees in the Industry Fund. Effective January 1, 2000, the Employer shall contribute \$127.86 per month for eligible Full-time employees in the Industry Fund. In no case, however, will the contribution rates so established produce a future service benefit from the Industry Fund greater than \$58 per month for Full-time and \$12.50 for Part-time employees. If the contribution rates would produce future service benefits in excess of those amounts, any contributions which would produce such excess shall be placed in a mutually-agreed upon account to be utilized, if necessary, to maintain future service benefits up to the maximum rates set forth in this paragraph.

Furthermore, effective July 1, 1997, the Company Meatcutters Supplemental Pension Plan shall be frozen for Full-time employees currently in the Plan. For Part-time eligible employees the future service benefit in the Supplemental Plan shall be \$10.00 per month and extended to all Part-time employees participating in the Industry Pension Fund.

The parties agree that in the event of a merger between the New England UFCW Pension Fund and the UFCW Industry Pension Fund, pursuant to the conditions set forth in Section I of this Addendum, which results in an Employer contribution pursuant to paragraph 2(b) of Section I of this Addendum of less than the maximum amount required to be paid by the Employer under the terms of that paragraph, the Employer shall allocate the difference between the amount paid pursuant to said paragraph 2(b) and the maximum amount required to be paid by the Employer under the terms of that paragraph to increase its contribution to the Industry Fund for Part-time employees, so long as any such contributions shall not produce future service benefits in the Industry Fund in excess of \$12.50 per month for Part-time employees. These contributions would commence no earlier than September 1, 1997.

The bargaining parties will also recommend to the Trustees of the Industry Fund that as part of their re-valuation process of the AUCR's they treat all groups now



employed by Stop & Shop who are currently in the Industry Fund as two groups - Full-time and Part-time - with no distinction in AUCR's within each such group.

### **Section III**

#### **General Pension Provisions**

The parties agree that effective January 1, 1997, all employees now participating in either the UFCW Industry or New England Funds shall remain in those funds, provided, however, that prior to the dates on which contribution rates may be changed under this Agreement, the existing contribution rates shall be paid for current participants in the New England and Industry Funds.

Furthermore, effective January 1, 1997, all employees who become eligible for pension coverage shall be placed in the pension fund appropriate to their classification.

It is also the parties' intention to treat the Shrewsbury store as a Stop & Shop store and to treat the employees in that store in the same manner as Stop & Shop employees newly eligible for coverage in the New England or Industry Funds, and effective February 9, 1997 the 401(k) Plan applicable to those employees shall be frozen.

### **Section IV**

#### **MEMORANDUM OF AGREEMENT (Boston Clerks)**

This memorandum of agreement is an addendum to the 1997-2001 collective bargaining agreement between The Stop & Shop Supermarket Company (the Employer or the Company) and Locals 328 and 1445, United Food and Commercial Workers Union (the Unions) and shall be incorporated into that agreement. This agreement is contingent on the merger of the New England UFCW and Employers' Pension Fund and the United Food and Commercial Workers International Union - Industry Pension Fund becoming effective as of February 1, 1999. The 1997-2001 agreement is modified as follows:

Article 17. Section 5. Delete the last sentence.

Article 22 - Retirement. Delete the section in its entirety and replace with the following:

Effective February 1, 1999 the Employer will contribute the following amounts to the

United Food and Commercial Workers International Union – Industry Pension Fund (the Fund) for eligible employees:

Eligible full-time employees: \$107.30 per month  
Eligible part-time employees:  
(as identified in the Fund's  
Plan of Benefits)

Group 1	\$ 33.98 per month
Group 2	\$ 50.96 per month
Group 3	\$ 67.95 per month

Eligibility for Contributions:

Full-time Employees – All Full-time employees: The first of the month following thirty (30) days on continuous Full-time employment.

Part-time Employees: All Part-time employees: The first of the month following twelve (12) months of continuous Part-time employment.

The Company will establish a 401(k) Plan for eligible employees.

The Company will bear the initial start-up costs of the Plan.

The participating employees will pay a quarterly administrative fee to participate in the Plan. The Plan is non-contributory.

Exhibit K, Section I shall not be effective after January 31, 1999. Sections II and III of Exhibit K remain effective for the term of the 1997, 2001 agreement.

Exhibit M (attached) is incorporated into the collective bargaining agreement, effective February 1, 1999.

**Section V (Exhibit M under 1/1/97 – 2/10/01 Agreement)**

Addendum to the Pension Provision of the  
Collective Bargaining Agreement - Exhibit K - Section I.2 (b)

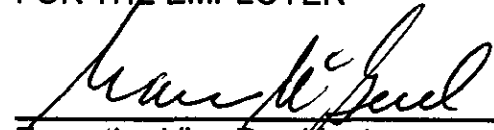
As per the current Collective Bargaining Agreement as amended (January 1, 1997 to February 10, 2001) between The Stop & Shop Supermarket Company (the "Company") and UFCW Local Unions 328 and 1445 (the "Unions"), the Company and the Unions agree to the monthly contributions in Article 22 as amended to the Collective Bargaining Agreement, to maintain a \$58.00 full-time monthly benefit and a \$22.50, \$33.75 and \$45.00 part-time monthly benefit in Groups 1, 2, 3, as identified by United Food & Commercial Workers International Union-Industry Pension Fund ("the Fund").

The parties further agree that all excess monthly contributions not needed to maintain a \$58.00 full-time monthly benefit and a \$22.50, \$33.75 and \$45.00 part-time monthly benefit, as identified in Groups 1, 2, and 3 by the Fund, will be forwarded to a mutually agreed upon interest bearing account held by the United Food & Commercial Workers International Union-Industry Pension Fund. These excess contributions will only be held for the benefit of the participants within this Stop & Shop group.

FOR THE UNION

  
\_\_\_\_\_  
President, UFCW Local 328

FOR THE EMPLOYER

  
\_\_\_\_\_  
Executive Vice President

FOR THE UNION

\_\_\_\_\_  
President, UFCW Local 1445

**SIGNATURES ON FILE**

EXHIBIT J

Note: This Exhibit J is maintained for historical purposes only.

MEMORANDUM OF UNDERSTANDING

The following understanding between UFCW Local 328 and The Stop & Shop Supermarket Company, is a term of and is hereby made part of their Collective Bargaining Agreement dated February 11, 2001:

The parties have agreed to continue the current status of former Purity employees known as the "Security Group" for the purposes of rates of Full-time wages, health and welfare contributions, pension contributions and minimum hour guarantees.

The "Security Group" shall not be enlarged beyond its current membership. There shall be no new members.

"Security Group" members who refuse Full-time employment with Stop & Shop when it is offered to them shall return to regular Part-time status and no longer be considered part of the "Security Group".

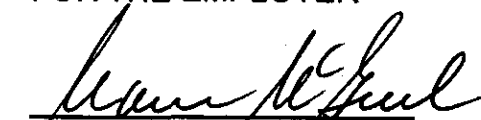
The Company will supply a list to Locals 328 and 1445 of those employees as of 1/1/97 that are exercising their "security" rights under the former Purity contract.

The Company agrees to the terms of and to provide Locals 328 and 1445 with the applicable "security" provisions (pages 49 and 50 from the former Purity contract).

FOR THE UNION

FOR THE EMPLOYER

  
\_\_\_\_\_  
President, UFCW Local 328

  
\_\_\_\_\_  
Executive Vice President

**EXHIBIT K**

**MEMORANDUM OF UNDERSTANDING**  
**HOME DELIVERY**

The following understanding between UFCW Local 328 and The Stop & Shop Supermarket Company LLC, originally agreed to June 18, 1999, is hereby incorporated into their Collective Bargaining Agreement (CLERKS) dated February 15, 2004:

1. The weekly dues were taken out immediately for the initial group of employees. Other new hires will be treated in accordance with the Collective Bargaining Agreement. Zone Managers and Assistant Zone Managers will be exempt from the Collective Bargaining Agreement, and shall not perform bargaining unit work except under emergency conditions.
2. We will use the Peapod dates of hire to satisfy the applicable eligibility periods for vacation, sick leave, holidays, 401(k), and health and welfare benefits for the initial group only. Pension eligibility will be based upon the Stop & Shop hire date. For all other purposes, seniority shall be based upon the Stop & Shop hire date.
3. The applicable clerks' wage scale shall be as follows:

Part-time clerks: Part-time clerk's scale

Part-time clerk/delivery employees: prorated (hourly) Full-time clerk's scale

Full-time clerks and Full-time clerk/delivery employees: Full-time clerk's scale.

All of the converted employees were placed on the applicable clerks' wage scale at the same step if available, or in the alternative, the next higher step. After conversion, the employees will move to any subsequent steps in accordance with the stated time intervals in their applicable clerk's scale, starting from their conversion date. If their present rate is at or over the top rate of their scale, they will receive the next G.W.I. in accordance with the Collective Bargaining Agreement provided they are otherwise eligible.

4. The Home Delivery group will consist of Part-time and Full-time clerk/delivery employees and Part-time and Full-time clerks. The Full-time and Part-time clerks will pick, sort, scan, replenish and bag the home delivery orders.
5. The Full-time and Part-time clerk/delivery employees will be primarily responsible for delivering the orders, but they may be utilized from time to time as clerks within the Home Delivery group only.
6. All store and Home Delivery Clerk employees excluding clerk/delivery employees will be interchangeable throughout the store or wareroom on a temporary or emergency basis or during downtime.

7. All employees may apply for positions that become available in the Home Delivery Department.
8. All Home Delivery employees in the initial group shall be on probation for the first sixty (60) days of employment or assignment. The probation period for all other new hires shall be in accordance with the Collective Bargaining Agreement.
9. The clerk/delivery employees shall be responsible for all cash, coupons, etc. in their possession or custody. Any disciplinary action shall be consistent with the Collective Bargaining Agreement, including Article 7.
10. Article 12, Section 2C shall not apply to the Part-time clerk/delivery employee.
11. Clerk/delivery employees shall have a working schedule of 5:00 AM to midnight, Monday through Saturday at straight time. In addition, at the Company's option, clerk/delivery employees may be required to work a minimum of eight (8) or ten (10) hour days and five (5) or four (4) day work week. There shall be time and one-half overtime pay for all hours worked beyond eight (8) or ten (10), if applicable, per day and over forty (40) hours per week (or thirty-two (32) or thirty (30) hours, if applicable, during a Holiday week). Any Sunday hours will be paid in accordance with the Collective Bargaining Agreement.
12. The Company will provide a vehicle to the clerk/delivery employees during their shift only to be used for Company business. The vehicles shall be garaged at the Home Delivery store.
13. Clerk/delivery employees shall be allowed to accept unsolicited tips.
14. In the event of a lay-off, the least senior Full-time clerk/delivery employee will be allowed to bump the least senior Part-time clerk/delivery employee only. For all other employees, bumping shall be in accordance with the Collective Bargaining Agreement.
15. Clerk/delivery employees shall be required to operate vehicles in a safe manner and they shall abide by and be responsible for compliance with all applicable laws, ordinances, regulations, and Company policy concerning the operation and parking of the vehicles.
16. The clerk/delivery employees shall be subject to drug tests and background checks, including but not limited to, criminal and driving records.
17. In the event that a collective bargaining issue arises out of the Home Delivery Program, the parties agree to discuss in good faith a resolution to such issue.

Agreed to and accepted as of February 15, 2004

For the Union

Lee Di Iorio  
President, UFCW Local 328

The Stop & Shop  
Supermarket Company LLC

Mark E. Paul  
Executive Vice President

EXHIBIT L

MEMORANDUM OF UNDERSTANDING

The following understanding between UFCW Local 328 and The Stop & Shop Supermarket Company LLC is a term of and is hereby made part of the Collective Bargaining Agreement dated February 15, 2004:

The parties agree that the Company may rehire at their most recent rate college students who have returned to school and seek, within a reasonable period of time not to exceed nine (9) months, to be rehired by the Company. The employee may be required to verify his/her attendance at college or graduate school.

FOR THE UNION

  
\_\_\_\_\_  
President, UFCW Local 328

FOR THE EMPLOYER

  
\_\_\_\_\_  
Executive Vice President



EXHIBIT M

Note: This Exhibit M is maintained for historical purposes only.

Pension

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

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

3. The Company and the Union will make a request to the Board of Trustees of the National Fund to merge the part time group that originated from the merged UFCW New England Fund into the part -time plan of the National Pension Fund.
4. The Bargaining parties will petition the Trustees of the National Pension Fund to permit using part of the New England Fund merger contingency fund to provide benefits to eligible full time participants of the Merged Fund as close to the benefits agreed to for the full time participants of Stop & Shop covered by the Collective Bargaining Agreement between Stop & Shop and UFCW Locals 328 and 1445 covering the meat unit. This will take into consideration any changes in Area 1's AUCR.

EXHIBIT N

Memorandum of Agreement

Pursuant to the Memorandum of Agreement between The Stop & Shop Supermarket Company, and UFCW Local 328 dated June 4, 1999 in which the parties agreed that the employees in the Nantucket store shall be merged into the bargaining units represented by Local 328 in the so-called Boston Stores Division, the parties agree that the following provisions of the current collective bargaining agreement between the parties for the Nantucket store (effective June 6, 1999 to February 10, 2001) shall be applicable to the Nantucket store notwithstanding any contrary provisions of the collective bargaining agreements between the parties effective February 15, 2004 for the clerks and meat employees:

1. The provisions of Article 28, Section 1 B 1 (Hours for Full Time) shall remain in effect.
2. The provisions of Article 29, Section 1 D 2 (Hours for Part-time) shall remain in effect. [6 AM till midnight, straight time; 5 AM start from 5/1 through last full week in September]
3. Article 30 Intermediate Clerks – If an Intermediate Clerk is introduced at the Nantucket store, the parties will negotiate a new scale.
4. Article 32 Section 1 C (Night Crew hours, Full-time, hired on or after June 2, 1996, four (4) ten (10) hour days).
5. Article 36, Section 4 (Seasonal Language, May 15 through October 15).
6. Article 36 Section 7, Interchange.

The parties further reaffirm that it is not their intention to change the manner in which the Employer currently operates the Nantucket store.

FOR THE UNION

  
President, UFCW Local 328

The Stop & Shop Supermarket Company LLC

  
Executive Vice President

EXHIBIT O

MEMORANDUM OF UNDERSTANDING

The following understanding between UFCW Locals 328 ("Local 328") and 1445 ("Local 1445") and The Stop & Shop Supermarket Company LLC ("Company") is entered into as a result of negotiations for successor contracts to the agreements (Meat and Clerk) between the Company and Locals 328 and 1445 effective January 1, 1997 – February 10, 2001.

Each of the parties to this Memorandum of Understanding agrees that the past practices existing between and among them regarding transfers, layoffs, reductions resulting from store closings and bumping shall continue in full force and effect, notwithstanding the fact that the successor contracts effective February 15, 2004 – February 17, 2007 are executed by the Company and Locals 328 and 1445 separately.

This Memorandum shall be a term of and shall be made part of the collective bargaining agreements (Meat and Clerk) between the Company and Local 328 and Local 1445, and it shall be subject to the contractual grievance procedure.

FOR THE UNION

FOR THE EMPLOYER:

By: *Lee Di Iorio*  
President, UFCW Local 328

By: *Sam McNeil*  
Executive Vice President

LOCAL 1445 SIGNATURE ON FILE