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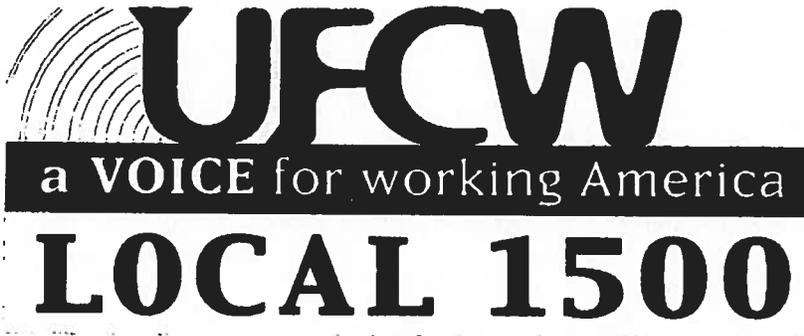
AGREEMENT



WITH

THE STOP & SHOP  
SUPERMARKET  
COMPANY LLC

and



INTERNATIONAL UNION, AFL-CIO, CLC

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Effective Date: December 7, 2014  
Expiration Date: December 30, 2017

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## AGREEMENT

This Agreement, entered into as of April 8th, 2015, between The Stop & Shop Supermarket Company, LLC, its successors in whole with headquarters at 1385 Hancock Street, Quincy, Massachusetts, Norfolk County, and hereinafter referred to as the "Employer," and Local 1500, United Food and Commercial Workers International Union, AFL-CIO, CLC, and hereinafter referred to as the "Union," for and in behalf of those employees constituting the Bargaining Unit in Article I.

The parties had entered into separate collective bargaining agreements commencing on June 21, 1998 and on November 8, 1998. The November 8, 1998 contract covered Stop & Shop Superstores in Wappingers Falls and Poughkeepsie, New York and all subsequently opened superstores within the jurisdiction of Local 1500. Provisions pertaining only to these stores are marked with a single asterisk (\*). Two separate June 21, 1998 contracts covered the former Edwards stores. Provisions pertaining only to the former Edwards stores are marked with a double asterisk (\*\*).

### ARTICLE I RECOGNITION

The Employer recognizes the Union as the sole bargaining agent for all employees employed in its food supermarkets in Dutchess, Putnam, and Westchester counties and the City of New York and Long Island, New York and any other New York counties where Local 1500 has jurisdiction within the present jurisdiction of Local 1500, but, there shall be excluded from the Bargaining Unit all supervisory employees, Meat Department employees and Pharmacy Managers.

### ARTICLE 2 MEMBERSHIP IN UNION

**SECTION 1:** The Employer agrees that, with reference to the employees who are covered by this Agreement, it will retain in its employ only members in good standing of the Union or those who become members in good standing of the Union on the thirty first day after the effective date of this Agreement or the date of such employment, whichever is later, except that employees hired for new store openings and for major remodeled stores shall be on probation for the first sixty (60) days of employment. The probationary period for pharmacists shall be (90) ninety days. After completion of the probationary period, employees shall remain members of the Union in good standing, with all eligible benefits and wage increases retroactive to the date of eligibility. Effective January 1, 2014, there shall be a sixty (60) day probationary period for all new hire employees.

**SECTION 2:** The Union agrees that it will admit to and retain in membership all employees without discrimination as long as such employees tender the initiation fee and periodic dues uniformly required for membership. In the event that an employee fails to tender the initiation fee or periodic dues uniformly required as a condition of acquiring or retaining membership, the Union will notify the Employer in writing. The Employer agrees to discharge such employee within seven (7) days of receipt of said notice provided that:

**A. It has no reasonable grounds for believing that membership in the Union was not available to the employee on the same terms and conditions generally applicable to other members, or**

**B. It has no reasonable grounds for believing that membership was denied or terminated for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.**

**SECTION 3:** New employees may be secured from any source the Employer desires including the Union.

**SECTION 4:** The Employer agrees to deduct weekly Union dues and initiation fees, including arrears, from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deductions.

**SECTION 5:** The Employer agrees to send to the Local Union a copy of the employee's authorization card and union membership application within fourteen (14) days of hiring or rehiring date and to continue to remit to the Local Union the dues and arrears so collected.

### **ARTICLE 3 JURISDICTION**

The Union agrees that all questions of jurisdiction shall be determined by and between the Union and other Unions with whom the Employer may have contracts, and there shall be no strike, stoppage or cessation of work as a result of any jurisdictional question.

### **ARTICLE 4 VISITING STORES**

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

### **ARTICLE 5 LEAVE OF ABSENCE FOR UNION DUTIES**

Any member of the Union being elected or appointed to a permanent office in the Union or as a delegate to any Union activity necessitating temporary leave of absence shall be granted such leave of absence and shall at the end of the term in the first instance, or at the end of his/her mission in the second instance, be restored to his/her former position or to a position of similar type at the then prevailing wage rate. When an employee returns from a leave of absence for Union duties and makes application to return to work within 90 days of his/her release, he/she shall be reinstated within fifteen (15) days from the date of application to return to work.

### **ARTICLE 6 REGISTERS**

In those stores in which each employee handling cash has his/her own cash drawer, no employee shall be held responsible for shortages and overages in his/her cash drawer unless he/she has been given the privilege of counting his/her cash and has been given his/her register reading before and after the cash has been counted. Only one employee shall be authorized to ring up on the cash register drawer for which he/she is responsible.

### **ARTICLE 7 PRIVILEGES**

Employees' privileges heretofore existing shall continue under this Agreement. The Union agrees that there shall be no abuse of such privileges.

### **ARTICLE 8 REST PERIODS**

Any employee scheduled for seven (7) or more hours of work shall receive two (2) fifteen minute relief periods. There shall also be an additional five (5) minutes added to the PM break for those employees working the four (4) day, ten (10) hour workweek.

Any employee, who works a minimum of four (4) hours, but less than seven (7) hours, shall receive one (1) fifteen (15) minute relief period. Relief periods will be given as near to the middle of the forenoon/afternoon/evening work period as possible.

The parties acknowledge that when a single pharmacist is on duty, it would be impracticable and unrealistic, and a failure to meet the Employer's obligations to those who need the immediate services of the pharmacy, to close the pharmacy during break periods required by NY law. Accordingly, the parties waive those requirements and agree that when a pharmacist is the only one on duty, he/she will remain in the pharmacy and available to serve its customers for the entire shift.

The parties also recognize the obligation to provide such pharmacists with adequate meal and rest opportunities. Accordingly, each store manager will cooperate with such pharmacists so that they will have an opportunity to eat meals in the pharmacy. Reasonable efforts will be made not to interrupt the pharmacist during such breaks by taking them during traditionally slow periods, by assigning employees who are permitted to work under the pharmacist's direction and/or other means. These steps will permit the pharmacist to remain on duty and available throughout the shift while being assured of adequate opportunities for meal and rest periods.

## ARTICLE 9 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 10 NO REDUCTION IN WAGES

There shall be no reduction in wages as a result of the adoption of this Agreement.

## ARTICLE 11 HOLIDAYS

**NOTE:** Dates marked \*\* are for former Edwards contract employees and \* are for all other employees.

### SECTION 1 FULL TIME

A. All Full time employees hired on or before June 15, 1991\*\* or November 9, 1991\*, covered by this Agreement and who qualify, shall receive the following holidays with pay regardless of the day of the week on which they fall:

|                  |                           |                            |
|------------------|---------------------------|----------------------------|
| New Year's Day   | Labor Day                 | Anniversary Day            |
| President's Day  | Presidential Election Day | Birthday Holiday           |
| Memorial Day     | Thanksgiving Day          | Four (4) Personal Holidays |
| Independence Day | Christmas Day             |                            |

B. All Full time employees hired on or after June 16, 1991\*\* or November 10, 1991\* and on or before June 18, 1994\*\* or November 5, 1994\*, covered by this Agreement and who qualify, shall receive the following holidays with pay regardless of the day of the week on which they fall:

|                  |                           |                            |
|------------------|---------------------------|----------------------------|
| New Year's Day   | Presidential Election Day | Birthday                   |
| Memorial Day     | Thanksgiving Day          | Four (4) Personal Holidays |
| Independence Day | Christmas Day             |                            |
| Labor Day        | Anniversary Day           |                            |

If eligible per paragraph (D) below, Full time employees hired on or after June 16, 1991\*\* or November 10, 1991\* and on or before June 18, 1994\*\* or November 5, 1994\* will receive a personal holiday in lieu of President's Day. This personal holiday must be granted and taken prior to the end of each contract year.

C. All Full time employees hired on or after June 19, 1994\*\* or November 6, 1994\* covered by this agreement who have completed three (3) months of Full time employment and who qualify, shall receive the following legal holidays with pay:

|                |                  |                           |                  |
|----------------|------------------|---------------------------|------------------|
| New Year's Day | Independence Day | Presidential Election Day | Thanksgiving Day |
| Memorial Day   | Labor Day        | (If Registered Voter)     | Christmas Day    |

In addition to the holidays listed in this article above Full time employees hired on or after June 19, 1994\*\* or November 6, 1994\* shall receive:

After one (1) year employment one (1) personal holiday plus their Birthday as a holiday.

After two (2) years employment one (1) additional personal holiday plus their anniversary of employment as a holiday.

After completing three (3) years of employment, three (3) additional personal holidays. (Employees hired on or before June 15, 1991\*\* or November 9, 1991\* who are reclassified will continue to have President's Day as a holiday and those Employees hired on or after June 16, 1991\*\* or November 10, 1991\* who are reclassified will continue to receive a personal holiday in lieu of President's Day.) Upon the completion of three (3) years employment these reclassified employees shall be entitled to only two (2) additional personal holidays.

#### D. Eligibility

Legal Holidays – Eligibility is from date of hire, if hired prior to June 18, 1994\*\* or November 6, 1994\*. For Full time employees hired on or after June 18, 1994\*\* or November 6, 1994\*, eligibility will be after 3 months of employment, and Presidential Election Day will apply for registered voters only.

Personal Holidays Eligibility is after 6 months employment for Full time employees hired on or before June 18, 1994\*\* or November 5, 1994\*, with the exception of the personal holiday for President's Day which requires 30 days of employment preceding President's Day.

**E.** Personal holidays are to be assigned and taken. They shall not be assigned during a holiday week. Due regard is to be given for employee preference with two (2) weeks' notice consistent with the needs of the business. Unused personal holidays shall be paid for at the end of each contract year provided that the employee is in the employ of the Employer at such time.

**F.** In order to be paid for the holiday, Full-time employees must work the day before and the day after the holiday unless one of those days is his/her day off, he/she is out sick, or on an authorized absence.

**G.** Employees who are discharged for cause or voluntarily terminate their employment prior to the holiday shall not be entitled to holiday pay.

**H.** If a recognized holiday falls on a regular work day during an employee's vacation period, he/she shall be paid a sum equal to daily straight time pay for such holiday in addition to his/her vacation pay or may be given an additional day off with pay at the discretion of the Employer.

**I.** When employees are requested by the Employer to work on any of the above listed legal 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.

**J.** Holiday pay for those working a four (4) day, ten (10) hour work-week will reflect the ten (10) hour schedule.

**K.** Any full time employee who works on a holiday shall be scheduled for eight (8) hours work, provided the store is open for eight (8) hours and further provided the employee is available to work eight (8) hours. In the event that the store is open for less than eight (8) hours, such full time employees shall be scheduled for the hours that the store is open.

## SECTION 2 PART TIME

**A.** All Part time employees hired on or before June 15, 1991\*\* or November 9, 1991\*, covered by this Agreement and who qualify, shall receive the following holidays with pay regardless of the day of the week on which they fall:

|                         |                                  |                                   |
|-------------------------|----------------------------------|-----------------------------------|
| <b>New Year's Day</b>   | <b>Labor Day</b>                 | <b>Anniversary Day</b>            |
| <b>Presidents Day</b>   | <b>Presidential Election Day</b> | <b>One (1) Personal Holiday</b>   |
| <b>Memorial Day</b>     | <b>Thanksgiving Day</b>          | <b>Four (4) Personal Holidays</b> |
| <b>Independence Day</b> | <b>Christmas Day</b>             |                                   |

**B.** All Part time employees hired on or after June 16, 1991\*\* or November 10, 1991\* and on or before June 18, 1994\*\* or November 5, 1994\*, covered by this Agreement and who qualify, shall receive the following holidays with pay regardless of the day of the week on which they fall:

|                         |                                  |                                 |
|-------------------------|----------------------------------|---------------------------------|
| <b>New Year's Day</b>   | <b>Labor Day</b>                 | <b>Christmas Day</b>            |
| <b>Memorial Day</b>     | <b>Presidential Election Day</b> | <b>Anniversary Day</b>          |
| <b>Independence Day</b> | <b>Thanksgiving Day</b>          | <b>One (1) Personal Holiday</b> |

If eligible per paragraph (D) below, Part time employees hired on or after June 16, 1991\*\* or November 10, 1991\* and on or before June 18, 1994\*\* or November 5, 1994\* will receive an additional personal holiday four (4) hours pay in lieu of President's Day. This personal holiday must be granted and taken prior to the end of each contract year.

**C.** All Part time employees hired on or after June 19, 1994\*\* or November 6, 1994\* covered by this Agreement who have completed four (4) or more months continuous employment with the Employer shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for each of the following holidays:

|                         |                                  |                         |
|-------------------------|----------------------------------|-------------------------|
| <b>New Year's Day</b>   | <b>Labor Day</b>                 | <b>Thanksgiving Day</b> |
| <b>Memorial Day</b>     | <b>Presidential Election Day</b> | <b>Christmas Day</b>    |
| <b>Independence Day</b> | <i>(If Registered Voter)</i>     |                         |

In addition to the holidays listed in this article above Part time employees hired on or after June 19, 1994\*\* or November 6, 1994\* shall receive:

After one (1) year employment one (1) personal holiday. (Does not apply to a reclassified employee who was hired on or before June 18, 1994\*\* or November 5, 1994\* who is receiving President's Day or a personal day in lieu of President's Day.)

After two (2) years employment an additional personal holiday namely the employee's Birthday.

After three (3) years employment an additional personal holiday namely the employee's anniversary of employment.

#### **D. Eligibility**

**Legal Holidays – Eligibility** is after three (3) months of continuous employment. For Part time employees hired on or after June 19, 1994\*\* or November 6, 1994\*, eligibility will be after 4 months of employment, and Presidential Election Day will apply for registered voters only.

**Personal Holidays Eligibility** is after six (6) months employment for Part time employees hired on or before June 18, 1994\*\* or November 5, 1994\*.

Eligibility for Part time employees hired on or after June 19, 1994\*\* or November 6, 1994\*, is as follows:

- One personal holiday after 1 year of employment.
- One additional personal holiday (in lieu of Anniversary Day) after 2 years of employment.
- One additional personal holiday after 3 years of employment.
- One personal holiday (for those eligible) is to be taken in each three (3) month segment of the contract year.

**E.** Personal holidays are to be assigned and taken. They shall not be assigned during a holiday week. Due regard is to be given for employee preference with two (2) weeks' notice consistent with the needs of the business. Unused personal holidays shall be paid for at the end of each contract year provided that the employee is in the employ of the Employer at such time.

**F.** In order to be paid for the holiday, eligible Part-time employees must work the day before and the day after the holiday unless one of those days is his/her day off, he/she is out sick, or on an authorized absence.

**G.** Part-time employees who are promoted to Full-time positions shall be entitled to receive Full-time holidays, based on their employment date and the eligibility conditions under Section 1 (D) of this Article.

**H.** Employees who are discharged for cause or voluntarily terminate their employment prior to the holiday shall not be entitled to holiday pay.

**I.** If a recognized holiday falls on a regular work day during an employee's vacation period, he/she shall be paid a sum equal to daily straight time pay for such holiday in addition to his/her vacation pay or may be given an additional day off with pay at the discretion of the Employer.

**J.** Part-time employees shall receive four (4) hours pay for all legal and personal holidays.

**K.** When employees are requested by the Employer to work on any of the above listed legal 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.

**L.** Contract Year for Personal Holidays: The contract year of June to June shall apply to all employees for personal holidays.

**M.** Any part-time employee who works on a holiday shall be scheduled for four (4) hours work, provided the employee is available to work four (4) hours.

## **ARTICLE 12 HOURS**

**SECTION 1:** The workweek for all full time employees covered by this Agreement is:

- A.** Regular Workweek – All full time employees – five (5) eight (8) hour days 40 hours

Voluntary Basis – All full-time employees – four (4) ten (10) hour days- 40 hours

**B. Holiday Workweek** All full-time employees – four (4) eight (8) hour days 32 hours

**C. Full-time Employees** On any shift starting prior to 7:00 AM a full-time employee, so scheduled, shall be paid an additional one dollar (\$1.00) for the entire shift. However, full time employees may be scheduled to start at 6:00 AM without the additional one dollar (\$1.00) on a voluntary basis.

A full-time employee hired, or appointed to full-time work, prior to 10/10/77, may be scheduled to work one evening per week for which no premium shall be paid. Such employee who is scheduled to work on the second evening shall be eligible to receive fifty cents (\$0.50) per hour as premium pay for each hour worked after 6:00 PM.

A full-time employee hired, or appointed to full-time work, prior to 10/10/77, who is scheduled to work on three or more evenings, shall be eligible to receive time and one half the employee's basic hourly pay for all hours worked beyond 6:00 PM from the third evening, even though the hours worked are within the forty (40) hours.

Full-time employees hired, or appointed to full-time work, on or after 10/10/77 shall receive no premium pay for work performed after 6:00 PM.

Newly hired and/or reclassified full time employees hired on or after June 21, 1998\*\* or November 8, 1998\*, may be scheduled to a shift starting at 5:00 a.m. or later and shall receive no premium pay for this shift.

All full time employees shall be paid at a rate of time and one half their regular salary for all work performed after forty (40) hours, and after eight (8) hours in any one day.

It is understood and agreed that the hours worked prior to 7:00 AM and/or after 6:00 PM can be scheduled within the employee's regular eight hour shift and within his/her regular forty (40) hour workweek. Full time employees may be scheduled to start at 6:00 AM on a voluntary basis.

Time worked after thirty two (32) hours in a holiday workweek shall be compensated for at the rate of time and one half the employee's basic rate.

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

**D. Grandfathered Shift Rules for Employees covered Under the Former Edwards Contract Prior to June 21, 1998\*\***

Employees whose shift starts after 6:00 p.m. or before 7:00 a.m. shall be entitled to receive a bonus of one dollar (\$1.00) per shift. Newly hired or reclassified full time employees, as of June 19, 1988, whose shift starts after 6:00 p.m. or before 6:00 a.m. shall be entitled to receive a bonus of one dollar (\$1.00) per shift.

All full time or reclassified part time employees may be assigned to a shift which shift may begin later than 9:00 a.m. All such full time employees who are assigned to work such a shift shall be paid one dollar (\$1.00) per shift premium in addition to their regular pay. This shall be the only premium for the shift unless the shift is longer than eight (8) hours, in which event the work over eight (8) hours shall be at time and one-half (1 1/2X).

**E. Sundays Worked**

Work performed on a Sunday by full time employees hired prior to January 1, 1990, and part time employees hired prior to January 1, 1987.

shall be compensated at double time (2X) the regular hourly rate of pay for hours worked.

Part time employees hired on or after January 1, 1987, shall be compensated at one and one half (1 1/2X) the regular hourly rate for hours worked on Sunday. Effective January 1, 1990, full time employees hired on or after January 1, 1990, shall be compensated at one and one half times (1 1/2X) the regular hourly rate for hours worked on Sunday.

Full time employees presently being paid double time (2X) for Sunday work, if converted to part time status, shall continue to be paid double time (2X). Part time employees presently being paid double time (2X) for Sunday work, if converted to full time status, shall continue to be paid double time (2X).

Part time employees paid time and one half (1 1/2X) for Sunday work, if converted to full time status on or after June 19, 1988, shall continue to be paid time and one half (1 1/2X). Full time employees hired on or after January 1, 1990 who shall be paid time and one half (1 1/2X) for Sunday work, if converted to part time status, shall continue to be paid time and one half (1 1/2X).

Effective January 1, 1996 those employees, full time or part time, who are receiving double time for work performed on Sunday shall receive a frozen premium rate which is equal to the hourly rate of pay they were earning as of January 1, 1996. In addition to this premium hourly rate they shall receive their regular hourly rate of pay for each hour of work performed on Sunday. As their regular hourly rate increases the frozen premium hourly rate shall remain the same, except that, in the event of any reclassification to or from part time, full time, or department head, the frozen premium hourly rate will be equal to the hourly rate they are entitled to after reclassification in addition to their regular hourly rate. Effective January 1, 1996 the frozen premium hourly rate for a newly appointed department head hired or appointed on or after January 1, 1996 shall be no less than \$18.00 per hour in addition to their regular hourly rate for work performed on Sunday.

All part-time employees hired on or after July 8, 2010 shall be paid at the straight time hourly rate for the first twelve (12) months of service; they shall then receive a two (\$2.00) dollar per hour premium through twenty-four (24) months, thereafter they shall receive time and one half.

Work performed by Pharmacists on Sunday and Holidays shall be paid at the straight time hourly rate of pay. The Pharmacists will work out their weekly schedules with Management.

Sunday work shall be rotated within the department, by seniority, provided employees are qualified by experience and ability to do the work. Any employee who works on a Sunday shall be scheduled for a minimum of four (4) hours; however, those night crew employees who are scheduled Saturday night into Sunday shall be scheduled for six (6) hours' work as required by Article 14, Section 9.

Effective April 16, 2015, Career Part Time employees shall be defined as those who were hired before November 1, 2008. Said employees, when scheduled to work on Sunday shall receive a minimum of a five (5) hour shift, if requested. Grievances involving this minimum shall not be subject to a retroactive remedy.

In the event the Employer cannot sufficiently staff its stores voluntarily for Sunday and holiday work, it shall have the right to require employees to work on Sunday and Holidays by inverse order of seniority.

Night crew employees hired after 11/13/88 may be scheduled for four (4) hours on Sunday provided that the shift does not start prior to 5:00 AM. If the shift starts prior to 5:00 AM it shall be a six (6) hour shift.

Night Crew Sunday Schedules: Any night crew employee who on a voluntary basis wishes to work less than eight (8) hours must sign a waiver giving up the right to the eight (8) hours of work on Sunday. In no event shall a night crew employee be scheduled for less than four (4) hours.

Effective June 27, 2010, the minimum shift on Sunday for night crew employees shall be not less than six (6) hours.

On those holidays when the store is not open for business, the entire night crew shall be given the option of working on the holiday at their

straight time hourly rate as part of their regular work week. In that event, the night crew shall not be scheduled to work on the night of the holiday.

## **SECTION 2 PART TIME EMPLOYEES:**

The number of hours of work determining the status of a part time employee shall be thirty (30) hours per week or less. If a part time employee works in excess of thirty (30) regular hours in any week, he/she shall receive the minimum full time clerk rate in Article 14, Section 4, or his/her part time rate, whichever is greater.

If a part-time Courtesy Clerk works in excess of thirty (30) regular hours in any week, he/she shall receive the full-time clerk rate as described in Article 14, Section 4.

Part time employees shall be scheduled for a minimum of sixteen (16) hours per week (where available) and no less than four (4) hours per day (where available). The parties agree that part time employees less than 18 years of age may be scheduled for 3 ¼ hours on days when school is in session (except Fridays and Saturdays). The part time employee will receive a paid fifteen (15) minute rest period within the 3 ¼ hours.

Career part time employees hired before November 1, 2008, who desire to work twenty (20) hours per week or more, shall be scheduled for a minimum of twenty (20) hours per week (excluding Sundays), provided they request the additional hours and are available to work said hours on a regular and continuing basis.

All part-time employees hired after June 22, 2002 who work in excess of thirty (30) regular hours in a work week shall receive time and one-half for those hours worked over thirty (30) and up to and including thirty five (35). If hours worked exceed thirty-five (35) regular hours, then all hours worked will be paid at \$12.25 or their current hourly rate whichever is greater. In the event any part-time employee works eight (8) consecutive weeks in excess of thirty (30) regular hours, the employee will be reclassified to full time. This shall not apply from May 15th to September 15th of each year. Effective January 1, 2016 the new minimum rate will be \$13.25 per hour. As of January 1, 2017, the new full time minimum rate will be \$13.75 per hour.

Part-time employees hired on or after 6/27/10 may be scheduled up to thirty (30) hours per week at straight time. Those hours and only those hours worked in excess of thirty (30) hours shall be compensated at the contractual minimum full-time rate of pay.

Regular part time employees who were hired prior to June 23, 2002 and are temporarily assigned to full time work throughout the year, or for the summer months, between May 15th and September 15th shall receive from the first full scheduled work week of such assignment their regular part time rate or the minimum full time clerk's rate, whichever is higher.

The parties agree that notwithstanding anything to the contrary contained in the collective bargaining agreement, Part time employees under sixteen (16) years of age may be scheduled to work less than four (4) hours per day, but not less than the three (3) hours on those days and during those seasons (school year) when to do so would be in violation of law or regulation.

1. Schedule for no less than twelve (12) hours per week;
2. Holiday pay shall be four (4) hours.

Work performed by a part time employee on the sixth (6th) day worked in any week (Monday through Saturday) shall be paid at the rate of time and one half (1 1/2).

Part time employees (non regular night crew) who work after 12:00 midnight shall receive 10% above their applicable clerks' rate of pay for all such hours worked.

## **SECTION 3 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. Five (5) minutes shall be added to the PM break for those employees working the four (4) day, ten (10) hour workweek.

## SECTION 4 SUPERSTORES

### A. Service Departments

1. Employees may be scheduled up to five nights at the employee's regular rate of pay.

2. **Bake Shop Only:** Starting time may be at 5 AM at the employee's regular rate of pay except for night crew employees. Any scheduled time prior to 5 AM (except for night crew employees) will be paid at the over-time rate of time and one half.

B. All Full time employees in Superstores may be scheduled to start at 6 AM at the employee's regular rate of pay.

### SECTION 5: Pharmacists

The standard bi-weekly workweek for all full-time pharmacists will be eighty (80) straight time hours. This may be worked for example, as thirty-six (36) hours one week and forty-four (44) the next or a variation of this totaling eighty (80) hours. Forty-hour full-time pharmacists will be paid for forty (40) hours each week.

The Employer may continue to utilize the thirty-four (34) hour full-time pharmacist positions. Those pharmacists on the payroll on the date of ratification that want to work forty (40) hours will be given the opportunity to do so in surrounding stores.

In those cases where the need arises to replace a pharmacist who is on vacation, sick leave, day off or any bona fide emergency, said replacement will not be a member of the bargaining unit. Further, when an Intern is going to be assigned to the Pharmacy Department, Stop & Shop will notify Local 1500 and advise them of the length of the Internship.

## ARTICLE 13 CREDIT FOR PART TIME HOURS

**SECTION 1:** A part time employee who changes to full time employment shall receive credit for the time spent in part time employment towards full time wage step up consideration on the basis of two part time months equals one full time month.

**SECTION 2:** When the conversion is made, such credit will be applied to the full time rate schedule in the individual's classification and he/she will be paid that rate, and upon the completion of the remaining time necessary will go to the next higher rate. In computing the remaining time, 17 weeks shall equal four (4) months.

**SECTION 3:** 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.

**SECTION 4:** 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.

**SECTION 5:** Commencing on the date of his/her reclassification to part time, a full time employee hired on or after November 7, 1982, reclassified part time at his/her request, will receive the rate of pay for part time employees hired on or after December 7, 2015, provided his/her length of service as a full time employee for the purpose of this Section shall be double his/her actual length of service as a full time employee.

## ARTICLE 14 WAGES

**SECTION 1:** All wage rates are based on a forty (40) hour, five (5) day week for all Full time employees except for those forty (40) hour, four (4) day, ten (10) hour workdays which will be based on a forty (40) hour, four (4) day week.

**SECTION 2:** Minimum general wage increases for Full time employees hired prior to December 7, 2015 shall be as follows:

### SECTION 3: FULL TIME CLERKS ON PAYROLL AS OF DECEMBER 6, 2015:

|            | 12/07/14        | 09/06/15        | 06/5/16         | 03/05/17        |
|------------|-----------------|-----------------|-----------------|-----------------|
| Full Time: | \$ .30 per hour | \$ .35 per hour | \$ .40 per hour | \$ .45 per hour |

**Full-Time Clerks hired on or before 12/6/2014**

| <b>Current Rate</b> | <b>Weekly</b> | <b>12/7/2014</b> | <b>9/6/2015</b> | <b>6/5/2016</b> | <b>3/5/2017</b> | <b>12/3/2017</b> |
|---------------------|---------------|------------------|-----------------|-----------------|-----------------|------------------|
| <b>OVER</b>         |               | <b>\$12</b>      | <b>\$14</b>     | <b>\$16</b>     | <b>\$18</b>     |                  |
| \$27.30             | \$1,092.00    | \$1,104.00       | \$1,118.00      | \$1,134.00      | \$1,152.00      | \$1,152.00       |
| \$27.18             | \$1,087.00    | \$1,099.00       | \$1,113.00      | \$1,129.00      | \$1,147.00      | \$1,152.00       |
| \$27.00             | \$1,080.00    | \$1,092.00       | \$1,106.00      | \$1,122.00      | \$1,140.00      | \$1,145.00       |
| \$26.80             | \$1,072.00    | \$1,084.00       | \$1,098.00      | \$1,114.00      | \$1,132.00      | \$1,145.00       |
| \$26.55             | \$1,062.00    | \$1,074.00       | \$1,088.00      | \$1,104.00      | \$1,122.00      | \$1,130.00       |
| \$26.18             | \$1,047.00    | \$1,059.00       | \$1,073.00      | \$1,089.00      | \$1,107.00      | \$1,115.00       |
| \$25.93             | \$1,037.00    | \$1,049.00       | \$1,063.00      | \$1,079.00      | \$1,097.00      | \$1,105.00       |
| \$25.80             | \$1,032.00    | \$1,044.00       | \$1,058.00      | \$1,074.00      | \$1,092.00      | \$1,100.00       |
| \$25.55             | \$1,022.00    | \$1,034.00       | \$1,048.00      | \$1,064.00      | \$1,082.00      | \$1,090.00       |
| \$25.30             | \$1,012.00    | \$1,024.00       | \$1,038.00      | \$1,054.00      | \$1,072.00      | \$1,080.00       |
| \$24.93             | \$997.00      | \$1,009.00       | \$1,023.00      | \$1,039.00      | \$1,057.00      | \$1,065.00       |
| \$24.68             | \$987.00      | \$999.00         | \$1,013.00      | \$1,029.00      | \$1,047.00      | \$1,055.00       |
| \$24.30             | \$972.00      | \$984.00         | \$998.00        | \$1,014.00      | \$1,032.00      | \$1,040.00       |
| \$24.18             | \$967.00      | \$979.00         | \$993.00        | \$1,009.00      | \$1,027.00      | \$1,035.00       |
| \$24.05             | \$962.00      | \$974.00         | \$988.00        | \$1,004.00      | \$1,022.00      | \$1,030.00       |
| \$23.93             | \$957.00      | \$969.00         | \$983.00        | \$999.00        | \$1,017.00      | \$1,025.00       |
| \$23.55             | \$942.00      | \$954.00         | \$968.00        | \$984.00        | \$1,002.00      | \$1,010.00       |
| \$23.18             | \$927.00      | \$939.00         | \$953.00        | \$969.00        | \$987.00        | \$995.00         |
| \$22.80             | \$912.00      | \$924.00         | \$938.00        | \$954.00        | \$972.00        | \$980.00         |
| \$22.68             | \$907.00      | \$919.00         | \$933.00        | \$949.00        | \$967.00        | \$975.00         |
| \$22.30             | \$892.00      | \$904.00         | \$918.00        | \$934.00        | \$952.00        | \$960.00         |
| \$22.18             | \$887.00      | \$899.00         | \$913.00        | \$929.00        | \$947.00        | \$955.00         |
| \$21.93             | \$877.00      | \$889.00         | \$903.00        | \$919.00        | \$937.00        | \$945.00         |
| \$21.89             | \$875.60      | \$887.60         | \$901.60        | \$917.60        | \$935.60        | \$940.00         |
| \$21.80             | \$872.00      | \$884.00         | \$898.00        | \$914.00        | \$932.00        | \$940.00         |
| \$21.75             | \$870.00      | \$882.00         | \$896.00        | \$912.00        | \$930.00        | \$935.00         |
| \$21.68             | \$867.00      | \$879.00         | \$893.00        | \$909.00        | \$927.00        | \$935.00         |
| \$21.55             | \$862.00      | \$874.00         | \$888.00        | \$904.00        | \$922.00        | \$930.00         |
| \$21.30             | \$852.00      | \$864.00         | \$878.00        | \$894.00        | \$912.00        | \$920.00         |
| \$21.05             | \$842.00      | \$854.00         | \$868.00        | \$884.00        | \$902.00        | \$910.00         |
| \$20.95             | \$838.00      | \$850.00         | \$864.00        | \$880.00        | \$898.00        | \$905.00         |
| \$20.93             | \$837.00      | \$849.00         | \$863.00        | \$879.00        | \$897.00        | \$905.00         |
| \$20.68             | \$827.00      | \$839.00         | \$853.00        | \$869.00        | \$887.00        | \$895.00         |
| \$20.30             | \$812.00      | \$824.00         | \$838.00        | \$854.00        | \$872.00        | \$880.00         |
| \$20.20             | \$808.00      | \$820.00         | \$834.00        | \$850.00        | \$868.00        | \$875.00         |
| \$20.18             | \$807.00      | \$819.00         | \$833.00        | \$849.00        | \$867.00        | \$875.00         |
| \$19.80             | \$792.00      | \$804.00         | \$818.00        | \$834.00        | \$852.00        | \$860.00         |
| \$19.75             | \$790.00      | \$802.00         | \$816.00        | \$832.00        | \$850.00        | \$855.00         |
| \$19.63             | \$785.00      | \$797.00         | \$811.00        | \$827.00        | \$845.00        | \$850.00         |
| \$19.55             | \$782.00      | \$794.00         | \$808.00        | \$824.00        | \$842.00        | \$850.00         |
| \$19.43             | \$777.00      | \$789.00         | \$803.00        | \$819.00        | \$837.00        | \$845.00         |
| \$19.30             | \$772.00      | \$784.00         | \$798.00        | \$814.00        | \$832.00        | \$840.00         |
| \$19.25             | \$770.00      | \$782.00         | \$796.00        | \$812.00        | \$830.00        | \$835.00         |
| \$19.25             | \$769.80      | \$781.80         | \$795.80        | \$811.80        | \$829.80        | \$835.00         |
| \$19.18             | \$767.00      | \$779.00         | \$793.00        | \$809.00        | \$827.00        | \$835.00         |
| \$19.08             | \$763.00      | \$775.00         | \$789.00        | \$805.00        | \$823.00        | \$828.00         |
| \$18.93             | \$757.00      | \$769.00         | \$783.00        | \$799.00        | \$817.00        | \$825.00         |
| \$18.80             | \$752.00      | \$764.00         | \$778.00        | \$794.00        | \$812.00        | \$820.00         |
| \$18.75             | \$750.00      | \$762.00         | \$776.00        | \$792.00        | \$810.00        | \$815.00         |
| \$18.68             | \$747.00      | \$759.00         | \$773.00        | \$789.00        | \$807.00        | \$815.00         |
| \$18.63             | \$745.00      | \$757.00         | \$771.00        | \$787.00        | \$805.00        | \$810.00         |
| \$18.55             | \$742.00      | \$754.00         | \$768.00        | \$784.00        | \$802.00        | \$810.00         |
| \$18.43             | \$737.00      | \$749.00         | \$763.00        | \$779.00        | \$797.00        | \$805.00         |
| \$18.30             | \$732.00      | \$744.00         | \$758.00        | \$774.00        | \$792.00        | \$800.00         |
| \$18.18             | \$727.00      | \$739.00         | \$753.00        | \$769.00        | \$787.00        | \$795.00         |
| \$18.05             | \$722.00      | \$734.00         | \$748.00        | \$764.00        | \$782.00        | \$790.00         |
| \$18.00             | \$720.00      | \$732.00         | \$746.00        | \$762.00        | \$780.00        | \$785.00         |
| \$17.93             | \$717.00      | \$729.00         | \$743.00        | \$759.00        | \$777.00        | \$785.00         |
| \$17.80             | \$712.00      | \$724.00         | \$738.00        | \$754.00        | \$772.00        | \$780.00         |

|         |          |          |          |          |          |          |
|---------|----------|----------|----------|----------|----------|----------|
| \$17.75 | \$710.00 | \$722.00 | \$736.00 | \$752.00 | \$770.00 | \$775.00 |
| \$17.68 | \$707.00 | \$719.00 | \$733.00 | \$749.00 | \$767.00 | \$775.00 |
| \$17.63 | \$705.00 | \$717.00 | \$731.00 | \$747.00 | \$765.00 | \$770.00 |
| \$17.55 | \$702.00 | \$714.00 | \$728.00 | \$744.00 | \$762.00 | \$770.00 |
| \$17.43 | \$697.00 | \$709.00 | \$723.00 | \$739.00 | \$757.00 | \$765.00 |
| \$17.30 | \$692.00 | \$704.00 | \$718.00 | \$734.00 | \$752.00 | \$760.00 |
| \$17.18 | \$687.00 | \$699.00 | \$713.00 | \$729.00 | \$747.00 | \$755.00 |
| \$17.13 | \$685.00 | \$697.00 | \$711.00 | \$727.00 | \$745.00 | \$750.00 |
| \$17.05 | \$682.00 | \$694.00 | \$708.00 | \$724.00 | \$742.00 | \$750.00 |
| \$16.93 | \$677.00 | \$689.00 | \$703.00 | \$719.00 | \$737.00 | \$745.00 |
| \$16.80 | \$672.00 | \$684.00 | \$698.00 | \$714.00 | \$732.00 | \$740.00 |
| \$16.75 | \$670.00 | \$682.00 | \$696.00 | \$712.00 | \$730.00 | \$735.00 |
| \$16.68 | \$667.00 | \$679.00 | \$693.00 | \$709.00 | \$727.00 | \$735.00 |
| \$16.55 | \$662.00 | \$674.00 | \$688.00 | \$704.00 | \$722.00 | \$730.00 |
| \$16.30 | \$652.00 | \$664.00 | \$678.00 | \$694.00 | \$712.00 | \$720.00 |
| \$16.25 | \$650.00 | \$662.00 | \$676.00 | \$692.00 | \$710.00 | \$715.00 |
| \$16.18 | \$647.00 | \$659.00 | \$673.00 | \$689.00 | \$707.00 | \$715.00 |
| \$16.13 | \$645.00 | \$657.00 | \$671.00 | \$687.00 | \$705.00 | \$710.00 |
| \$16.05 | \$642.00 | \$654.00 | \$668.00 | \$684.00 | \$702.00 | \$710.00 |
| \$15.80 | \$632.00 | \$644.00 | \$658.00 | \$674.00 | \$692.00 | \$700.00 |
| \$15.75 | \$630.00 | \$642.00 | \$656.00 | \$672.00 | \$690.00 | \$695.00 |
| \$15.70 | \$628.00 | \$640.00 | \$654.00 | \$670.00 | \$688.00 | \$695.00 |
| \$15.68 | \$627.00 | \$639.00 | \$653.00 | \$669.00 | \$687.00 | \$695.00 |
| \$15.55 | \$622.00 | \$634.00 | \$648.00 | \$664.00 | \$682.00 | \$690.00 |
| \$15.38 | \$615.00 | \$627.00 | \$641.00 | \$657.00 | \$675.00 | \$680.00 |
| \$15.30 | \$612.00 | \$624.00 | \$638.00 | \$654.00 | \$672.00 | \$680.00 |
| \$15.25 | \$610.00 | \$622.00 | \$636.00 | \$652.00 | \$670.00 | \$675.00 |
| \$15.18 | \$607.00 | \$619.00 | \$633.00 | \$649.00 | \$667.00 | \$675.00 |
| \$15.13 | \$605.00 | \$617.00 | \$631.00 | \$647.00 | \$665.00 | \$675.00 |
| \$14.93 | \$597.00 | \$609.00 | \$623.00 | \$639.00 | \$657.00 | \$665.00 |
| \$14.80 | \$592.00 | \$604.00 | \$618.00 | \$634.00 | \$652.00 | \$660.00 |
| \$14.75 | \$590.00 | \$602.00 | \$616.00 | \$632.00 | \$650.00 | \$655.00 |
| \$14.68 | \$587.00 | \$599.00 | \$613.00 | \$629.00 | \$647.00 | \$655.00 |
| \$14.63 | \$585.00 | \$597.00 | \$611.00 | \$627.00 | \$645.00 | \$650.00 |
| \$14.43 | \$577.00 | \$589.00 | \$603.00 | \$619.00 | \$637.00 | \$645.00 |
| \$14.30 | \$572.00 | \$584.00 | \$598.00 | \$614.00 | \$632.00 | \$640.00 |
| \$14.25 | \$570.00 | \$582.00 | \$596.00 | \$612.00 | \$630.00 | \$635.00 |
| \$14.18 | \$567.00 | \$579.00 | \$593.00 | \$609.00 | \$627.00 | \$635.00 |
| \$14.13 | \$565.00 | \$577.00 | \$591.00 | \$607.00 | \$625.00 | \$630.00 |
| \$14.05 | \$562.00 | \$574.00 | \$588.00 | \$604.00 | \$622.00 | \$630.00 |
| \$13.80 | \$552.00 | \$564.00 | \$578.00 | \$594.00 | \$612.00 | \$620.00 |
| \$13.75 | \$550.00 | \$562.00 | \$576.00 | \$592.00 | \$610.00 | \$615.00 |
| \$13.63 | \$545.00 | \$557.00 | \$571.00 | \$587.00 | \$605.00 | \$610.00 |
| \$13.63 | \$545.00 | \$557.00 | \$571.00 | \$587.00 | \$605.00 | \$610.00 |
| \$13.30 | \$532.00 | \$544.00 | \$558.00 | \$574.00 | \$592.00 | \$600.00 |
| \$13.25 | \$530.00 | \$542.00 | \$556.00 | \$572.00 | \$590.00 | \$595.00 |
| \$13.18 | \$527.00 | \$539.00 | \$553.00 | \$569.00 | \$587.00 | \$595.00 |
| \$13.13 | \$525.00 | \$537.00 | \$551.00 | \$567.00 | \$585.00 | \$590.00 |
| \$13.05 | \$522.00 | \$534.00 | \$548.00 | \$564.00 | \$582.00 | \$590.00 |
| \$12.80 | \$512.00 | \$524.00 | \$538.00 | \$554.00 | \$572.00 | \$578.00 |
| \$12.75 | \$510.00 | \$522.00 | \$536.00 | \$552.00 | \$570.00 | \$575.00 |
| \$12.68 | \$507.00 | \$519.00 | \$533.00 | \$549.00 | \$568.00 | \$575.00 |
| \$12.55 | \$502.00 | \$514.00 | \$528.00 | \$546.00 | \$568.00 | \$575.00 |
| \$12.25 | \$490.00 | \$502.00 | \$516.00 | \$546.00 | \$568.00 | \$575.00 |

**SECTION 4 – FULL TIME CLERKS HIRED OR APPOINTED ON  
OR AFTER DECEMBER 7, 2015:**

**Weekly Wage Increases for Full Time Clerks hired on or after 12/07/15:**

|               | <u>12/07/15</u> | <u>01/1/16</u> | <u>01/01/17</u> |
|---------------|-----------------|----------------|-----------------|
| After 60 days | \$490.00        | \$530.00       | \$550.00        |

And will receive an increase of an additional twenty dollars (\$20.00) per week on six-month anniversaries thereafter.

A. Full time clerks hired or appointed on or after December 7, 2015, shall not receive the general across-the-board wage increases. However, an employee who reaches the top of the progression scale during the term of the Agreement as a result of having been hired above the minimum or reclassified from part-time to full-time shall be eligible to receive the across-the-board increases on September 6, 2015, June 5, 2015 and March 5, 2017, if applicable, provided that in no event shall such employee exceed the applicable top clerks' rate of pay of \$1,118 on September 6, 2015, \$1,134 on June 5, 2015 and \$1152 on March 5, 2017.

B. All new full time clerks hired at or above the minimum sixty (60) day rate, in any event, shall receive a minimum wage increase of ten dollars (\$10.00) after sixty (60) days employment and thereafter, twenty dollars (\$20.00) per week on six month anniversaries thereafter.

**SECTION 5 –GROCERY AND PRODUCE DEPARTMENT HEADS:**

Department Head Classification – Effective January 1, 2000, in a store where the total store sales is less than \$200,000, the Employer will not be required to appoint a Department Head. The Department Head in that store will not receive a reduction in pay but will be transferred to a store which does a volume greater than \$200,000 at the first available opportunity.

A. General Wage Increases for Department Heads on Payroll as of December 6, 2015:

| <b>PRESENT RATE</b> | <b>12/07/14</b> | <b>09/06/15</b> | <b>06/05/16</b> | <b>03/05/17</b> | <b>12/03/17</b> |
|---------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| \$1182 & Over       | 30¢             | 35¢             | 40¢             | 45¢             |                 |
| \$1147              | 30¢             | 35¢             | 40¢             | 45¢             | 87.5¢           |

B. New Minimum Rates for Department Heads hired or appointed on or after December 7, 2015.

|                  | <b>12/07/14</b>  | <b>09/06/15</b>  | <b>06/05/16</b>  | <b>03/05/17</b> |
|------------------|------------------|------------------|------------------|-----------------|
| \$1,159 per week | \$1,173 per week | \$1,189 per week | \$1,207 per week |                 |

C. Grocery and Produce Department Heads hired or appointed on or after 12/07/14, shall receive their starting Department Manager's hourly rate based on the schedule below or ten (\$10.00) dollars per week above their personal rate, whichever is greater, and shall be entitled to any subsequent general wage increases that follow their appointment.

1. For the 1st 6 months 70% of Department Head Minimum Rate listed above in Article 14, 5B
2. From 6 – 12 months 80% of Department Head Minimum Rate listed above in Article 14, 5B
3. From 12 – 18 months 90% of Department Head Minimum Rate listed above in Article 14, 5B
4. After 18 months 100% of Department Head Minimum Rate listed above in Article 14, 5B

**SECTION 6 CASH DEPARTMENT HEADS:**

A. Any CDH on board as of 6/22/02 shall continue to receive the Department Head rate of pay and any future Department Head GWI's. Where a CDH vacancy occurs, the position will be replaced by a Service Manager.

B. Those Cash Department Heads or Service Manager holding the classification shall receive the following general wage increases.

| <b>12/07/14</b> | <b>09/06/15</b> | <b>06/05/16</b> | <b>03/05/17</b> |
|-----------------|-----------------|-----------------|-----------------|
| 30¢             | 35¢             | 40¢             | 45¢             |

C. Service Managers Appointed On Or After 11/8/98\*  
 Services Managers appointed on or after 11/8/98\* and all former Edwards Service Managers will receive \$15.00 per week above their applicable full time clerk's rate of pay.

**SECTION 7 ASSISTANT GROCERY, PRODUCE AND HEAD FLORIST CLERKS:**

A. Each Assistant Grocery Department Head, Head Produce Clerk or Head Florist Clerk shall receive the weekly clerk's rate applicable to him/her plus \$10.00 per week each week he/she performs the duties of an Assistant Grocery Department Head, Head Produce Clerk or Head Florist Clerk. Appointments after 11/7/82 to fill vacancies caused by attrition in any of these classifications will be optional.

B. Effective 01/05/14, any full time associate classified as the dairy lead or the frozen lead shall receive a fifteen (\$15.00) dollar per week premium

**SECTION 8 BOOKKEEPER AND FULL-TIME OFFICE CLERKS:**

(Bookkeeper classification will only be held by those employees who held same prior to 6/22/02. No further appointments to Bookkeeper shall be made.) The rate of pay for a Bookkeeper shall be fifteen dollars (\$15.00) above the Clerk's rate in the appropriate wage range or within the appropriate progression wage range. The rate for a Bookkeeper is effective only when appointment is made. Selections and placements will be the Employer's responsibility and prerogative. There shall be no more than one (1) Bookkeeper receiving this premium in any store. A part time clerk designated as a part time Bookkeeper shall receive a \$0.25 per hour premium.

A full-time Office Clerk will receive \$15.00/week over the personal rate while performing duties of the Cash Office.

**SECTION 9 NIGHT CREW CLERKS (FULL AND PART TIME) AND NIGHT CREW CHIEFS:**

Night crew employees are those scheduled to work between the hours of 10:00 PM and 8:00 AM. All night crew employees who are scheduled Saturday night into Sunday shall not be scheduled for less than six (6) hours work.

A Night Crew Chief shall receive fifteen dollars (\$15.00) per week above his appropriate clerk's rate of pay. Effective 04/19/15 a Night Crew Chief shall receive twenty five dollars (\$25.00) per week above the appropriate clerk's rate of pay. All Night Crew Chiefs, full time clerks, and porters shall receive a ten percent (10%) premium for night work. Part time employees shall receive a ten percent (10%) premium for hours worked after 12:00 a.m. (midnight). Employees hired or reclassified on or after June 19, 1988 \*\* or November 13, 1988\* shall receive a 10% premium not to exceed sixty-five dollars (\$65.00) per week.

**SECTION 10 - LEAD BAKE SHOP CLERKS ON THE PAYROLL AS OF 12/06/14:**

|                        | <u>12/07/14</u> | <u>09/06/15</u> | <u>06/5/16</u>  | <u>03/05/17</u> |
|------------------------|-----------------|-----------------|-----------------|-----------------|
| Lead Bake Shop Clerks: | \$ .30 per hour | \$ .35 per hour | \$ .40 per hour | \$ .45 per hour |

New Appointments (on or after 1/2/11):

Effective January 2, 2011 - \$610/week or \$20.00 above their applicable rate.

Effective January 1, 2016 - \$635/week or \$20.00 above their applicable rate.

**SECTION 11 FULL TIME PORTERS**

Any Full time Porters shall receive the rates for full time clerks under Section 3 of this Article.

**SECTION 12 RELIEF DEPARTMENT HEADS:**

Those employees who have relieved a department head prior to 6/23/02 shall be entitled to \$865.00/week. Those that have not relieved a department head prior to 6/23/02 and those newly assigned to relieve department heads, shall be entitled to \$825.00/week. If employees that relieves is earning a weekly rate at or above these rates, they shall receive a premium of twenty dollars (\$20.00) per week.

**SECTION 13**

A twenty five cent (25¢) per hour premium shall be paid to all employees functioning as Assistant Cash Department Head. "Functioning" is to be interpreted to mean performing the job function on a regular basis, two or more days per week, not on a replacement basis.

**SECTION 14 – PART TIME CLERKS, PORTERS & PART TIME COURTESY CLERKS HIRED ON OR BEFORE 12/06/14:**

Minimum General Wage Increase for part-time employees:

|                          | <u>12/07/14:</u> | <u>09/06/15:</u> | <u>06/5/16:</u> | <u>03/05/17:</u> |
|--------------------------|------------------|------------------|-----------------|------------------|
| PT Before 11/01/08:      | 25¢              | *25¢             | *25¢            | *40¢             |
| PT on or After 11/01/08: | 20¢              | *25¢             | *25¢            | *30¢             |

\*All employees hired on or before 12/06/2014 will receive the 12/07/2014 general wage increase. Thereafter, those employees will receive the greater of the scheduled general wage increase or the increase they received as a result of the most recent increase in the State minimum wage. Employees who do not receive an increase on date of the general wage increase as a result of the increase in the State minimum wage shall receive a lump sum bonus of up to \$150 on the date of the general wage increase. The specifics of how this provision is applied are visible in the "Part Time Employees hired on or after 11/01/08" progression chart located at the bottom of this section.

**Part-Time Employees Hired Prior to 11/01/2008**

| <b>GW</b>           | <b>\$0.25</b>    | <b>\$0.25</b>   | <b>\$0.25</b>   | <b>\$0.40</b>   |                  |
|---------------------|------------------|-----------------|-----------------|-----------------|------------------|
| <b>Current Rate</b> | <b>12/7/2014</b> | <b>9/6/2015</b> | <b>6/5/2016</b> | <b>3/5/2017</b> | <b>12/3/2017</b> |
| \$18.30             | \$18.55          | \$18.80         | \$19.05         | \$19.45         | \$19.45          |
| \$17.90             | \$18.15          | \$18.40         | \$18.65         | \$19.05         | \$19.15          |
| \$17.75             | \$18.00          | \$18.25         | \$18.50         | \$18.90         | \$19.15          |
| \$17.55             | \$17.80          | \$18.05         | \$18.30         | \$18.70         | \$18.80          |
| \$17.50             | \$17.75          | \$18.00         | \$18.25         | \$18.65         | \$18.80          |
| \$17.20             | \$17.45          | \$17.70         | \$17.95         | \$18.35         | \$18.45          |
| \$16.90             | \$17.15          | \$17.40         | \$17.65         | \$18.05         | \$18.15          |
| \$16.70             | \$16.95          | \$17.20         | \$17.45         | \$17.85         | \$17.95          |
| \$16.65             | \$16.90          | \$17.15         | \$17.40         | \$17.80         | \$17.95          |
| \$16.40             | \$16.65          | \$16.90         | \$17.15         | \$17.55         | \$17.65          |
| \$16.15             | \$16.40          | \$16.65         | \$16.90         | \$17.30         | \$17.40          |
| \$15.90             | \$16.15          | \$16.40         | \$16.65         | \$17.05         | \$17.15          |
| \$15.65             | \$15.90          | \$16.15         | \$16.40         | \$16.80         | \$16.90          |
| \$15.40             | \$15.65          | \$15.90         | \$16.15         | \$16.55         | \$16.65          |
| \$15.35             | \$15.60          | \$15.85         | \$16.10         | \$16.50         | \$16.65          |
| \$15.15             | \$15.40          | \$15.65         | \$15.90         | \$16.30         | \$16.50          |
| \$14.90             | \$15.15          | \$15.40         | \$15.65         | \$16.05         | \$16.25          |
| \$14.65             | \$14.90          | \$15.15         | \$15.40         | \$15.80         | \$16.00          |
| \$14.45             | \$14.70          | \$14.95         | \$15.20         | \$15.60         | \$15.70          |
| \$14.40             | \$14.65          | \$14.90         | \$15.15         | \$15.55         | \$15.70          |
| \$14.35             | \$14.60          | \$14.85         | \$15.10         | \$15.50         | \$15.70          |
| \$14.15             | \$14.40          | \$14.65         | \$14.90         | \$15.30         | \$15.50          |
| \$13.90             | \$14.15          | \$14.40         | \$14.65         | \$15.05         | \$15.20          |
| \$13.85             | \$14.10          | \$14.35         | \$14.60         | \$15.00         | \$15.20          |
| \$13.75             | \$14.00          | \$14.25         | \$14.50         | \$14.90         | \$15.00          |
| \$13.65             | \$13.90          | \$14.15         | \$14.40         | \$14.80         | \$15.00          |
| \$13.60             | \$13.85          | \$14.10         | \$14.35         | \$14.75         | \$14.90          |
| \$13.53             | \$13.78          | \$14.03         | \$14.28         | \$14.68         | \$14.90          |
| \$13.40             | \$13.65          | \$13.90         | \$14.15         | \$14.55         | \$14.70          |
| \$13.35             | \$13.60          | \$13.85         | \$14.10         | \$14.50         | \$14.70          |
| \$13.20             | \$13.45          | \$13.70         | \$13.95         | \$14.35         | \$14.45          |
| \$13.15             | \$13.40          | \$13.65         | \$13.90         | \$14.30         | \$14.45          |
| \$13.10             | \$13.35          | \$13.60         | \$13.85         | \$14.25         | \$14.45          |
| \$12.90             | \$13.15          | \$13.40         | \$13.65         | \$14.05         | \$14.15          |
| \$12.65             | \$12.90          | \$13.15         | \$13.40         | \$13.80         | \$13.90          |
| \$12.60             | \$12.85          | \$13.10         | \$13.35         | \$13.75         | \$13.90          |

|         |         |         |         |         |         |
|---------|---------|---------|---------|---------|---------|
| \$12.45 | \$12.70 | \$12.95 | \$13.20 | \$13.60 | \$13.70 |
| \$12.40 | \$12.65 | \$12.90 | \$13.15 | \$13.55 | \$13.70 |
| \$12.15 | \$12.40 | \$12.65 | \$12.90 | \$13.30 | \$13.40 |
| \$11.95 | \$12.20 | \$12.45 | \$12.70 | \$13.10 | \$13.20 |
| \$11.90 | \$12.15 | \$12.40 | \$12.65 | \$13.05 | \$13.20 |
| \$11.75 | \$12.00 | \$12.25 | \$12.50 | \$12.90 | \$13.00 |
| \$11.70 | \$11.95 | \$12.20 | \$12.45 | \$12.85 | \$13.00 |
| \$11.65 | \$11.90 | \$12.15 | \$12.40 | \$12.80 | \$13.00 |
| \$11.45 | \$11.70 | \$11.95 | \$12.20 | \$12.60 | \$12.70 |
| \$11.40 | \$11.65 | \$11.90 | \$12.15 | \$12.55 | \$12.70 |
| \$11.20 | \$11.45 | \$11.70 | \$11.95 | \$12.35 | \$12.45 |
| \$11.15 | \$11.40 | \$11.65 | \$11.90 | \$12.30 | \$12.45 |
| \$11.00 | \$11.25 | \$11.50 | \$11.75 | \$12.15 | \$12.25 |
| \$10.90 | \$11.15 | \$11.40 | \$11.65 | \$12.05 | \$12.15 |
| \$10.80 | \$11.05 | \$11.30 | \$11.55 | \$11.95 | \$12.05 |
| \$10.75 | \$11.00 | \$11.25 | \$11.50 | \$11.90 | \$12.05 |
| \$10.70 | \$10.95 | \$11.20 | \$11.45 | \$11.85 | \$12.00 |
| \$10.65 | \$10.90 | \$11.15 | \$11.40 | \$11.80 | \$12.00 |
| \$10.60 | \$10.85 | \$11.10 | \$11.35 | \$11.75 | \$12.00 |
| \$10.55 | \$10.80 | \$11.05 | \$11.30 | \$11.70 | \$11.80 |
| \$10.50 | \$10.75 | \$11.00 | \$11.25 | \$11.65 | \$11.80 |
| \$10.45 | \$10.70 | \$10.95 | \$11.20 | \$11.60 | \$11.80 |
| \$10.40 | \$10.65 | \$10.90 | \$11.15 | \$11.55 | \$11.65 |
| \$10.35 | \$10.60 | \$10.85 | \$11.10 | \$11.50 | \$11.65 |
| \$10.25 | \$10.50 | \$10.75 | \$11.00 | \$11.40 | \$11.55 |
| \$10.20 | \$10.45 | \$10.70 | \$10.95 | \$11.35 | \$11.55 |
| \$10.15 | \$10.40 | \$10.65 | \$10.90 | \$11.30 | \$11.40 |
| \$10.10 | \$10.35 | \$10.60 | \$10.85 | \$11.25 | \$11.40 |
| \$10.00 | \$10.25 | \$10.50 | \$10.75 | \$11.15 | \$11.40 |
| \$9.85  | \$10.10 | \$10.35 | \$10.60 | \$11.00 | \$11.10 |
| \$9.80  | \$10.05 | \$10.30 | \$10.55 | \$10.95 | \$11.10 |
| \$9.75  | \$10.00 | \$10.25 | \$10.50 | \$10.90 | \$11.00 |
| \$9.65  | \$9.90  | \$10.15 | \$10.40 | \$10.80 | \$11.00 |
| \$9.60  | \$9.85  | \$10.10 | \$10.35 | \$10.75 | \$10.85 |
| \$9.50  | \$9.75  | \$10.00 | \$10.25 | \$10.65 | \$10.85 |
| \$9.45  | \$9.70  | \$9.95  | \$10.20 | \$10.60 | \$10.75 |
| \$9.40  | \$9.65  | \$9.90  | \$10.15 | \$10.55 | \$10.75 |
| \$9.25  | \$9.50  | \$9.75  | \$10.00 | \$10.40 | \$10.60 |
| \$9.10  | \$9.35  | \$9.60  | \$9.85  | \$10.25 | \$10.45 |

Part-Time Employees Hired On or After 11/01/2008

| GWI          | \$0.20  | MW         | \$0.25  | MW     | MW         | \$0.25  | MW     | \$0.30  |         |
|--------------|---------|------------|---------|--------|------------|---------|--------|---------|---------|
|              |         | Adjustment |         | Bonus  | Adjustment |         | Bonus  |         |         |
| Current Rate | 12/7/14 | 12/31/14   | 9/6/15  | 9/6/15 | 12/31/15   | 6/5/16  | 6/5/16 | 3/5/17  | 12/3/17 |
| \$15.00      | \$15.20 | -          | \$15.45 | -      | -          | \$15.70 | -      | \$16.00 | \$16.15 |
| \$13.85      | \$14.05 | -          | \$14.30 | -      | -          | \$14.55 | -      | \$14.85 | \$15.00 |
| \$12.85      | \$13.05 | -          | \$13.30 | -      | -          | \$13.55 | -      | \$13.85 | \$14.00 |
| \$12.60      | \$12.80 | -          | \$13.05 | -      | -          | \$13.30 | -      | \$13.60 | \$13.75 |
| \$12.20      | \$12.40 | -          | \$12.65 | -      | -          | \$12.90 | -      | \$13.20 | \$13.50 |
| \$12.15      | \$12.35 | -          | \$12.60 | -      | -          | \$12.85 | -      | \$13.15 | \$13.50 |
| \$11.90      | \$12.10 | -          | \$12.35 | -      | -          | \$12.60 | -      | \$12.90 | \$13.10 |
| \$11.70      | \$11.90 | -          | \$12.15 | -      | -          | \$12.40 | -      | \$12.70 | \$13.10 |
| \$11.50      | \$11.70 | -          | \$11.95 | -      | -          | \$12.20 | -      | \$12.50 | \$12.75 |
| \$11.40      | \$11.60 | -          | \$11.85 | -      | -          | \$12.10 | -      | \$12.40 | \$12.75 |
| \$11.30      | \$11.50 | -          | \$11.75 | -      | -          | \$12.00 | -      | \$12.30 | \$12.50 |
| \$11.25      | \$11.45 | -          | \$11.70 | -      | -          | \$11.95 | -      | \$12.25 | \$12.50 |
| \$11.20      | \$11.40 | -          | \$11.65 | -      | -          | \$11.90 | -      | \$12.20 | \$12.50 |
| \$11.00      | \$11.20 | -          | \$11.45 | -      | -          | \$11.70 | -      | \$12.00 | \$12.25 |
| \$10.85      | \$11.05 | -          | \$11.30 | -      | -          | \$11.55 | -      | \$11.85 | \$12.25 |

|         |         |        |         |          |        |         |          |         |         |
|---------|---------|--------|---------|----------|--------|---------|----------|---------|---------|
| \$10.80 | \$11.00 | -      | \$11.25 | -        | -      | \$11.50 | -        | \$11.80 | \$12.00 |
| \$10.75 | \$10.95 | -      | \$11.20 | -        | -      | \$11.45 | -        | \$11.75 | \$12.00 |
| \$10.70 | \$10.90 | -      | \$11.15 | -        | -      | \$11.40 | -        | \$11.70 | \$12.00 |
| \$10.65 | \$10.85 | -      | \$11.10 | -        | -      | \$11.35 | -        | \$11.65 | \$12.00 |
| \$10.60 | \$10.80 | -      | \$11.05 | -        | -      | \$11.30 | -        | \$11.60 | \$11.75 |
| \$10.55 | \$10.75 | -      | \$11.00 | -        | -      | \$11.25 | -        | \$11.55 | \$11.75 |
| \$10.50 | \$10.70 | -      | \$10.95 | -        | -      | \$11.20 | -        | \$11.50 | \$11.75 |
| \$10.45 | \$10.65 | -      | \$10.90 | -        | -      | \$11.15 | -        | \$11.45 | \$11.75 |
| \$10.40 | \$10.60 | -      | \$10.85 | -        | -      | \$11.10 | -        | \$11.40 | \$11.75 |
| \$10.35 | \$10.55 | -      | \$10.80 | -        | -      | \$11.05 | -        | \$11.35 | \$11.75 |
| \$10.30 | \$10.50 | -      | \$10.75 | -        | -      | \$11.00 | -        | \$11.30 | \$11.50 |
| \$10.25 | \$10.45 | -      | \$10.70 | -        | -      | \$10.95 | -        | \$11.25 | \$11.50 |
| \$10.20 | \$10.40 | -      | \$10.65 | -        | -      | \$10.90 | -        | \$11.20 | \$11.50 |
| \$10.15 | \$10.35 | -      | \$10.60 | -        | -      | \$10.85 | -        | \$11.15 | \$11.25 |
| \$10.10 | \$10.30 | -      | \$10.55 | -        | -      | \$10.80 | -        | \$11.10 | \$11.25 |
| \$10.05 | \$10.25 | -      | \$10.50 | -        | -      | \$10.75 | -        | \$11.05 | \$11.25 |
| \$10.00 | \$10.20 | -      | \$10.45 | -        | -      | \$10.70 | -        | \$11.00 | \$11.25 |
| \$9.95  | \$10.15 | -      | \$10.40 | -        | -      | \$10.65 | -        | \$10.95 | \$11.25 |
| \$9.90  | \$10.10 | -      | \$10.35 | -        | -      | \$10.60 | -        | \$10.90 | \$11.00 |
| \$9.85  | \$10.05 | -      | \$10.30 | -        | -      | \$10.55 | -        | \$10.85 | \$11.00 |
| \$9.80  | \$10.00 | -      | \$10.25 | -        | -      | \$10.50 | -        | \$10.80 | \$11.00 |
| \$9.75  | \$ 9.95 | -      | \$10.20 | -        | -      | \$10.45 | -        | \$10.75 | \$11.00 |
| \$9.70  | \$ 9.90 | -      | \$10.15 | -        | -      | \$10.40 | -        | \$10.70 | \$11.00 |
| \$9.65  | \$ 9.85 | -      | \$10.10 | -        | -      | \$10.35 | -        | \$10.65 | \$11.00 |
| \$9.60  | \$ 9.80 | -      | \$10.05 | -        | -      | \$10.30 | -        | \$10.60 | \$10.75 |
| \$9.55  | \$ 9.75 | -      | \$10.00 | -        | -      | \$10.25 | -        | \$10.55 | \$10.75 |
| \$9.50  | \$ 9.70 | -      | \$ 9.95 | -        | -      | \$10.20 | -        | \$10.50 | \$10.75 |
| \$9.45  | \$ 9.65 | -      | \$ 9.90 | -        | -      | \$10.15 | -        | \$10.45 | \$10.75 |
| \$9.40  | \$ 9.60 | -      | \$ 9.85 | -        | -      | \$10.10 | -        | \$10.40 | \$10.50 |
| \$9.35  | \$ 9.55 | -      | \$ 9.80 | -        | -      | \$10.05 | -        | \$10.35 | \$10.50 |
| \$9.30  | \$ 9.50 | -      | \$ 9.75 | -        | -      | \$10.00 | -        | \$10.30 | \$10.50 |
| \$9.25  | \$ 9.45 | -      | \$ 9.70 | -        | -      | \$ 9.95 | -        | \$10.25 | \$10.50 |
| \$9.20  | \$ 9.40 | -      | \$ 9.65 | -        | -      | \$ 9.90 | -        | \$10.20 | \$10.50 |
| \$9.15  | \$ 9.35 | -      | \$ 9.60 | -        | -      | \$ 9.85 | -        | \$10.15 | \$10.35 |
| \$9.10  | \$ 9.30 | -      | \$ 9.55 | -        | -      | \$ 9.80 | -        | \$10.10 | \$10.35 |
| \$9.05  | \$ 9.25 | -      | \$ 9.50 | -        | -      | \$ 9.75 | -        | \$10.05 | \$10.35 |
| \$9.00  | \$ 9.20 | -      | \$ 9.45 | -        | -      | \$ 9.70 | -        | \$10.00 | \$10.15 |
| \$8.95  | \$ 9.15 | -      | \$ 9.40 | -        | -      | \$ 9.65 | -        | \$ 9.95 | \$10.15 |
| \$8.90  | \$ 9.10 | -      | \$ 9.35 | -        | -      | \$ 9.60 | -        | \$ 9.90 | \$10.00 |
| \$8.85  | \$ 9.05 | -      | \$ 9.30 | -        | -      | \$ 9.55 | -        | \$ 9.85 | \$10.00 |
| \$8.80  | \$ 9.00 | -      | \$ 9.25 | -        | -      | \$ 9.50 | -        | \$ 9.80 | \$10.00 |
| \$8.75  | \$ 8.95 | \$9.00 | \$ 9.20 | \$30.00  | \$9.25 | \$ 9.45 | \$30.00  | \$ 9.75 | \$ 9.90 |
| \$8.70  | \$ 8.90 | \$9.00 | \$ 9.15 | \$60.00  | \$9.25 | \$ 9.40 | \$60.00  | \$ 9.70 | \$ 9.90 |
| \$8.65  | \$ 8.85 | \$9.00 | \$ 9.10 | \$90.00  | \$9.25 | \$ 9.35 | \$90.00  | \$ 9.65 | \$ 9.90 |
| \$8.60  | \$ 8.80 | \$9.00 | \$ 9.05 | \$120.00 | \$9.25 | \$ 9.30 | \$120.00 | \$ 9.60 | \$ 9.80 |
| \$8.55  | \$ 8.75 | \$9.00 | \$ 9.00 | \$150.00 | \$9.25 | \$ 9.25 | \$150.00 | \$ 9.55 | \$ 9.80 |
| \$8.50  | \$ 8.70 | \$9.00 | \$ 9.00 | \$150.00 | \$9.25 | \$ 9.25 | \$150.00 | \$ 9.55 | \$ 9.80 |
| \$8.45  | \$ 8.65 | \$9.00 | \$ 9.00 | \$150.00 | \$9.25 | \$ 9.25 | \$150.00 | \$ 9.55 | \$ 9.65 |
| \$8.40  | \$ 8.60 | \$9.00 | \$ 9.00 | \$150.00 | \$9.25 | \$ 9.25 | \$150.00 | \$ 9.55 | \$ 9.65 |
| \$8.35  | \$ 8.55 | \$9.00 | \$ 9.00 | \$150.00 | \$9.25 | \$ 9.25 | \$150.00 | \$ 9.55 | \$ 9.65 |
| \$8.25  | \$ 8.45 | \$9.00 | \$ 9.00 | \$150.00 | \$9.25 | \$ 9.25 | \$150.00 | \$ 9.55 | \$ 9.65 |

*Minimum Wage Bonuses are only paid to those employees who receive an adjustment due to Minimum Wage increases as per federal, State, or local law.*

In the event of a subsequent increase in the federal, State, or local minimum wage, after 1/1/16, or those not addressed in this Collective Bargaining Agreement, the general wage increases shall be applied in the same way, so that the employee will receive the greater of the minimum wage increase or the next scheduled general wage increase.

**SECTION 15 PART TIME CLERKS, PORTERS & COURTESY CLERKS HIRED ON OR AFTER 12/07/14:**

|                         | <u>12/07/14</u> | <u>01/01/15</u> | <u>01/01/16</u> |
|-------------------------|-----------------|-----------------|-----------------|
| After 60 days . . . . . | \$8.25          | \$9.00          | \$9.25          |

All new part-time clerks and part-time porters hired at or above the minimum rate after 60 days, as described above, shall in any event, receive a minimum wage increase of \$.25 per hour after 60 days employment and thereafter, receive their \$0.15 progression increases on a semi-annual basis in accordance with the following schedule:

All employees hired in April, May, June, July, August and September shall receive their first increase in December.

All employees hired in October, November, December, January, February and March shall receive their first increase in June.

For part-time employees hired on or after 12/7/2014, the \$0.15 progression increases shall be suspended until 6/4/2017 in order to account for the 12/31/2014 and 12/31/2015 increases in the State minimum wage, but those employees shall receive lump sum bonuses as follows, based on the schedule above:

|            |      |
|------------|------|
| 6/7/2015:  | \$75 |
| 12/6/2015: | \$75 |
| 6/5/2016:  | \$75 |
| 12/4/2016: | \$75 |

In the event of a subsequent increase(s) in the federal, State, or local minimum wage after 1/1/16, or those not addressed in this Collective Bargaining Agreement, the \$0.15 wage progression shall be suspended. In lieu of a progression, those employees shall receive lump sum bonuses as follows, based on the schedule below:

|             |      |
|-------------|------|
| 06/04/2017: | \$75 |
| 12/03/2017: | \$75 |

If there are no subsequent increases in the federal, State, or local minimum wage, the following shall apply:

Part Time employees hired on or after 12/7/2014 but on or before 3/31/2017 shall receive a \$0.15 progression increase on 6/4/2017 and 12/3/2017.

Part-time employees hired on or after 4/1/2017 but on or before 9/30/2017 shall receive a \$0.15 progression increase on 12/3/2017.

**SECTION 16 – PART-TIME COURTESY CLERKS**

Duties of Courtesy Clerks: Will be limited to bagging, collecting shopping carts from the front end and the parking lot, cleaning around check stands, sweeping, replenishing bags, stocking magazines, candy and soda by check stands, displays by check stands and putting away overstock and throwbacks.

Any part-time courtesy clerk shall receive the rates and increases (GWI or progression) as listed under Sections 14 & 15 of this Article.

**SECTION 17 MERIT INCREASES HIRED ABOVE THE MINIMUM:**

Merit increases shall not interfere with the regular contract progression rate increases.

**SECTION 18:** All premiums including shift differentials shall be included in sick pay, vacation pay, holiday pay, and overtime pay. The Night Crew premium shall not be added for work performed on Sundays or holidays during daytime hours.

**SECTION 19:** In the event of an increase in the minimum wage (State or Federal), the Employer agrees to meet and discuss those rates impacted by the new minimum wage.

**SECTION 20: STATE OR FEDERAL MINIMUM WAGE:** In the event of an increase in the Federal or State minimum wage rates, the thirty (30) day rate for newly hired part time employees shall be a minimum of twenty five cents (\$0.25) per hour above the new Federal or State minimum wage.

**SECTION 21: STAFF PHARMACISTS:**

All Union Staff Pharmacists, both full and part time shall receive the following general wage increases:

|                |                |                |
|----------------|----------------|----------------|
| <u>8-02-15</u> | <u>8-07-16</u> | <u>8-06-17</u> |
| .75¢/hour      | .75¢/hour      | .75¢/hour      |

**SECTION 22 SERVICE DEPARTMENT EXEMPTS:** Each service department, i.e. General Merchandise, Bakery, Salad Bar, HBA, Pharmacy, etc. established by the employer will be entitled to have one exempt employee.

**ARTICLE 15 VACATION**

**A.** Regular Full time employees hired on or before June 19, 1994\*\* or November 6, 1994\* who have completed twelve (12) consecutive months of Full time service, shall receive two (2) weeks of vacation with pay, one (1) week of which is earned and may be taken after six (6) months of service.

**B.** Regular Full time employees hired on or after June 19, 1994\*\* or November 6, 1994\* who have completed one (1) year of service shall receive one (1) week vacation with pay, and after two (2) years of service, two (2) weeks of vacation with pay.

**C.** Full time employees with seven (7) years of continuous Full time service, or more, shall receive three weeks' vacation with pay.

**D.** Full time employees with ten (10) years of continuous Full time service, or more, shall receive four (4) weeks' vacation with pay.

**E.** Full time employees with twenty-five (25) years of continuous Full time service, or more, shall receive five (5) weeks' vacation with pay.

**F.** Vacation pay shall be computed on the basis of the employee's regular straight time weekly earnings, except as provided for in Section 18 of Article 14.

**G.** Length of service for vacation shall be computed as the time served continuously by the employee with the Employer.

**H.** Vacation periods and assignments shall be at the discretion of the Employer with due regard for the convenience of the employee.

**I.** Part time employees with one (1) year of continuous service shall receive one week's vacation with pay. Part-time employees with two (2) years of continuous service shall receive two weeks' vacation with pay. All part time employees hired after June 24, 2006, after one year service shall receive one (1) week vacation; after three (3) years of continuous service, 2 weeks' vacation. Part time employees with seven (7) years of continuous service shall receive three (3) weeks' vacation with pay. Part-time employees with ten (10) years of continuous service shall receive four (4) weeks' vacation with pay. Effective 1/1/89, Part time employees with twenty five (25) years of continuous service shall receive five (5) weeks vacation with pay. A Part time employee, except those covered by item J below, shall be paid at his current basic hourly rate of pay multiplied by his average weekly hours worked for the year preceding his vacation.

**J.** Provisions for part-time employees hired prior to June 21, 1998\*\* under the prior Edwards contract that expired on June 22, 2002. Regular part time employees, hired prior to June 19, 1994\*\*, who have been continuously employed by the Employer for twelve (12) consecutive months or more, and who have worked 800 hours or more during the year, shall be entitled to vacation as follows:

|                        |   |                                     |
|------------------------|---|-------------------------------------|
| One (1) year           | - | Twenty-Five (25) hours              |
| Two (2) years          | - | Fifty (50) hours                    |
| Seven (7) years        | - | Seventy-Five (75) hours             |
| Ten (10) years         | - | One hundred (100) hours             |
| Twenty-Five (25) years | - | One hundred Twenty-Five (125) hours |

Regular part time employees hired on or after June 19, 1994\*\* but prior to June 21, 1998\*\*, who have been continuously employed by the Employer for twelve (12) consecutive months and who worked 800 hours or more during the year shall be entitled to vacation as follows:

|                        |   |                                     |
|------------------------|---|-------------------------------------|
| One (1) year           | - | Twenty (20) hours                   |
| Two (2) years          | - | Forty (40) hours                    |
| Seven (7) years        | - | Seventy-Five (75) hours             |
| Ten (10) years         | - | One hundred (100) hours             |
| Twenty-Five (25) years | - | One hundred Twenty-Five (125) hours |

Employees who do not meet the 800-hour requirement during the year shall receive vacation based upon their total hours worked during the year divided by 52. For the purpose of computing "hours worked", all hours for which employees have been paid, including but not limited to holiday pay, vacation pay, sick leave pay, funeral leave, shall be included in making such computations.

**K.** Effective January 1, 2016, all Full Time employees with one or more years of continuous full time employment, and eligible for three (3) or more weeks of vacation time, may use one (1) week of vacation in days upon request of the employee.

## ARTICLE 16 MANAGEMENT

The Employer reserves the right in the operation of its business and the direction of its working forces including, but not limited to, the establishment of the opening and closing time of stores, the assignment of employees starting and stopping hours, the right to interchange employees within the bargaining unit between any store department, the right to hire, transfer, suspend, layoff, recall, promote, demote, discharge for just cause, or assign employees, to relieve employees from duty because of lack of work, and to transfer employees from one store location to another, subject, however, to the provisions of this Agreement.

## ARTICLE 17 LAUNDRY

Coats, aprons and towels shall be furnished and laundered by the Employer at no cost to the employees, the Union agreeing that the employees shall use said linen with reasonable care and only for the purposes for which furnished.

## ARTICLE 18 LEAVE OF ABSENCE

**SECTION 1:** Full time employees with one or more years of continuous service may be granted a leave of absence up to six (6) months, providing such requests are reasonable. Time spent on any authorized leave of absence does not accrue toward vacation eligibility.

**SECTION 2:** Part time employees with one or more years of continuous service may be granted a leave of absence up to three (3) months, providing such requests are reasonable.

### SECTION 3:

**A.** Requests for a leave of absence shall be in writing and submitted to the Store Manager who forwards the requests to the Director of Human Resources.

**B.** Authority to approve or disapprove a leave of absence shall be vested with the Director of Human Resources, The Stop & Shop Supermarket Company.

**C.** An employee shall be notified in writing, within a reasonable period of time, if the requested leave of absence has been approved or denied. This notice shall specify the time limit placed on the leave of absence. If the employee fails to return to work or communicate with the Director of Human Resources, The Stop & Shop Supermarket Company, before his/her leave expires, his/her employment shall be terminated.

**SECTION 4:** An employee who returns from an authorized leave of absence of three (3) months or more is not entitled to vacation benefits until he/she has been continuously employed for a period of three (3) months after his/her return from said leave of absence. This provision does not apply to employees who are on military leave for a six month enlistment.

**SECTION 5:** The Employer shall grant an employee a Family Medical Leave of Absence if qualified, as required under Federal Law. The Employer will determine eligibility by the use of the rolling year.

## **ARTICLE 19 GRIEVANCES AND ARBITRATIONS**

**SECTION 1:** All disputes, differences or grievances arising out of interpretation, application, breach or claim of breach of the provisions of this Agreement shall be settled in the following manner.

### **SECTION 2: EMPLOYEE GRIEVANCE PROCEDURE:**

Subject to the provisions of Article 23 ("Discharge") in the event that a problem should arise, the employee may take up this problem with his/her Store Manager or his/her Union Representative for adjustment.

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

**FIRST STEP:** The employee may report his/her grievance to the Store Manager or the Union Business Representative and these parties will meet to adjust the grievance.

**SECOND STEP:** If the grievance is not settled, the Union 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 Vice President of Human Resources. The Vice President of Human Resources or designee shall meet with a representative from the Union to discuss the outstanding grievance and endeavor to settle the grievance. In the event the grievance is not resolved at the third step, it may be submitted to arbitration in accordance with Section 3 of this article.

### **SECTION 3 ARBITRATION PROCEDURE:**

In the event the dispute, grievance or difference still remains unadjusted after compliance with the above step, then such dispute, grievance or difference may be submitted to arbitration by either party not later than thirty (30) days after the occurrence to an arbitrator mutually selected by the parties or to the American Arbitration Association for its designation of an arbitrator in accordance with its rules, to hear and determine the matter. The decision of the arbitrator shall be final and binding upon the parties. The expenses of the arbitration shall be borne equally between the parties.

The arbitrator shall not have the authority or power to arbitrate new provisions to this Agreement, or to arbitrate away either in whole or in part any provisions of this Agreement, nor shall the arbitrator have the power to add to, delete from, or modify any of the provisions of this Agreement.

## **ARTICLE 20 SENIORITY**

**A.** Seniority shall be measured or calculated on an Employer Unit basis. Layoffs and rehiring shall be based upon seniority. Transfers and promotions within the Employer Units shall be based upon fitness and ability, with seniority a factor only when all other things are equal.

**B.** When an employee is transferred from one Unit to another, he/she shall be credited in the new Unit with the seniority accrued with the Employer.

**C.** Full time employees, laid off because of lack of work where no other Full time work in the same job classification is available within the area, shall be offered Part time work if Part time work is available within the same job classification even if this means replacing a Part time employee. The full-time employee who accepts temporary Part time work will be given first preference for Full time work within his classification when it becomes available. Such employees reduced to temporary Part time work shall be paid the hourly rate equivalent to the Full time hourly rate of pay previously received.

There are five (5) zones to be used for layoffs and reduction of full time employees within Local 1500's jurisdiction. A full time employee may exercise his/her seniority over the least senior employee within his/her zone in his/her same classification or the next lower classification. If the employee is unable to find a less senior employee in a classification within his/her zone, he/she may look to the next closest zone to find such a person. In no event shall there be 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**

1. Dutchess and Putnam Counties
2. Westchester County
3. New York City
4. Nassau County
5. Suffolk County

Part time employees who have completed their probationary periods who are laid off for lack of work, shall have seniority rights within their store, except in the case of store closings when seniority rights shall extend to their zone only. The laid off employee shall be able to bump the least senior employee within their classification within zone. There shall be no travel pay applied in cases of store closings.

There shall be three classifications used for bumping:

1. **Classified**
2. **Full-time**
3. **Part-time**

D. 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.

E. Employees with three (3) months or more of employment, laid off for lack of work, shall be given preference in re employment within a period not to exceed six (6) months after their day of layoff. If the employees are re employed within this period, they shall be reinstated and shall not lose their continuity of employment.

F. In the event of a store closing, the Employer agrees to notify the union two (2) weeks in advance of the closing in writing and will also submit a current seniority list.

G. All newly hired or appointed department heads after November 10, 1985 will be on a ninety (90) day trial period.

H. If a temporary or relief department head, who has been in that capacity for ninety (90) days or more within the previous twelve (12) months, shall not be required to sustain any additional trial periods upon being made a regular department head.

## **ARTICLE 21 BENEFIT PLANS**

### **SECTION I HEALTH AND WELFARE PLAN:**

#### **CONTRIBUTIONS:**

Full Time Employees The Employer agrees to contribute monthly to the UFCW Local 1500 Welfare Fund on behalf of each regular full time employee covered by the Agreement who has completed thirty (30) days of service with the Employer. Contributions shall begin on the first (1st) day of the month next following the completion of such period.

Effective on the dates indicated, monthly contributions to provide such benefits as may be determined by the Trustees shall be in accordance with the following schedule:

|                        |                     |
|------------------------|---------------------|
| Until October 1, 2015: | \$1087.66 per month |
| October 1, 2015:       | \$1163.80 per month |
| October 1, 2016:       | \$1245.27 per month |
| December 1, 2017:      | \$1307.53 per month |

The Employer agrees to contribute monthly to the UFCW Local 1500 Welfare Fund on behalf of each regular part time employee covered by the Agreement who has completed six (6) consecutive months of regular part time service with the Employer. Contributions shall begin on the first (1st) day of the month, following the completion of the six-month period.

Effective on the dates indicated, monthly contributions to provide such benefits as may be determined by the Trustees, shall be in accordance with the following schedule:

|                        | <b>Special Part Time Contributions</b> | <b>Regular Part Time Contributions</b> | <b>ACA Part Time Contributions</b> |
|------------------------|--|--|------------------------------------|
| Until October 1, 2015: | \$312.07 per month                     | \$76.06 per month                      | \$300.00 per month                 |
| October 1, 2015:       | \$333.91 per month                     | \$81.38 per month                      | \$321.00 per month                 |
| October 1, 2016:       | \$357.28 per month                     | \$87.08 per month                      | \$343.47 per month                 |
| December 1, 2017:      | \$375.14 per month                     | \$91.43 per month                      | \$360.64 per month                 |

The amount of the monthly contributions to the UFCW Local 1500 Welfare Fund and the method of calculation whereby a specific monthly sum is contributed for each class of employee is a formula for providing gross income to the Fund and bears no relationship to the benefits provided.

**SPECIAL PART-TIME PLAN:** Effective March 1, 2014, any individual not already enrolled for the Special Part-Time Plan coverage will no longer be eligible to do so. Moreover, any employee currently enrolled under the Special Part-Time Plan must make a formal election if he/she wishes to continue to receive this coverage. The Fund Office shall supply forms to all employees currently enrolled under the Special Part-Time Plan on which the employee must make such election. Those who choose to "opt-out" will be terminated from coverage under the UFCW Local 1500 Welfare Fund Special Part-Time Plan, as of the end of the month following the receipt and processing of said election form by the Welfare Fund Office. Once an employee opts-out of the Special Part-Time Plan, he/she will not be allowed to re-enroll in this plan in the future. Whenever requested or relevant the Union shall supply the Employer with a list of those employees who have opted out of the Special Part-Time Plan and at the Employer's request provide a list of those employees who remain enrolled in said Plan.

**ACA PART TIME PLAN:** Effective January 1, 2015, in the event the Employer is obligated to offer/provide additional health benefits to certain part time associates to avoid a financial penalty, due to the provisions of the Affordable Care Act (i.e. those who average over 30 hours), those benefits shall be provided for by the Fund to comply with the mandate. The Employer agrees that it will pay the monthly contributions as defined in the chart above, per employee, for the term of this agreement, for a plan that includes ancillary benefits, complies with the ACA and will avoid employer mandate penalties. The weekly pre-tax contribution for any such associate who elects this plan shall be twenty (\$20.00) dollars.

Participants who opt-out of the Special Part-Time Plan or the ACA Part-Time Plan will immediately be eligible for coverage under the UFCW Local 1500 Welfare Fund Basic Part-Time Plan, effective the first day of the month following the participants opt out from the Special Part-Time Plan or the ACA Part-Time Plan. Effective the first day of the month following the participants opt out" from the Special Part-Time Plan or the ACA Part-Time Plan, the Employer shall commence making contributions to the Basic Part-Time, Plan at the rate set forth in this Agreement. For any employee who opts-out of the Special Part-Time Plan or the ACA Part-Time Plan, no additional election is required for coverage under the Basic Part-Time Plan.

The Employer shall make a monthly contribution to the Special Part-Time Plan and ACA Part Time Plan on behalf of each employee who elects to continue such coverage.

An employee who elects to continue coverage under the Special Part-Time Plan shall make a fifteen (\$15.00) dollar per week contribution toward the cost of such coverage. An employee who elects to continue coverage under the ACA Part-Time Plan shall make a twenty (\$20.00) dollar per week contribution toward the cost of such coverage. These weekly employee contributions shall be deducted by the Employer from

the employee's compensation. If the company has a medical salary reduction plan which will permit employee contributions to be deducted on a pre-tax basis, the Employer shall take all steps necessary to enroll the employee in such plan. Once the employee is enrolled in such plan, the contribution shall be deducted in accordance with the terms of such plan.

The amount deducted from the pay of Special Part-Time employees and ACA Part-Time employees shall be remitted to the UFCW Local 1500 Welfare Fund on a monthly basis, with a comprehensive list containing the name, address, date of birth, pay period, and any other pertinent information required by the Welfare Fund for each employee for whom employee contributions are being remitted, as part of the Employer's regular contribution remittance process. The employee contribution is in addition to the Employer contribution set forth above. The amount of the Employer contribution shall not be reduced by the amount of the employee contribution.

## **SECTION 2 RETIREMENT: CONTRIBUTIONS**

### **Full Time Employees:**

Effective January 1, 2014, the Employer agrees to contribute the sum of \$288.51 per month to the UFCW Local 1500 Pension Fund on behalf of each regular full time employee covered by the Agreement who has completed thirty (30) days of service with the Employer.

Effective January 1, 2015, the monthly contributions will increase to \$298.61.

Effective January 1, 2016, the monthly contributions will increase to \$309.06.

The increase in the monthly contribution rates on January 1, 2016 is contingent on the Trustees of the UFCW Local 1500 Pension Fund discontinuing the practice of purchasing annuities. If this contingency is not met by January 1, 2016, the monthly contribution rate shall remain at the rate established as of January 1, 2015 until such change is made or the parties agree otherwise.

Contributions shall begin on the first (1st) day of the month next following the completion of such period.

Part time Employees – Effective January 1, 2014 the Employer agrees to contribute the sum of \$96.51 per month to the UFCW Local 1500 Pension Fund on behalf of each regular Part time employee covered by the Agreement who has completed six (6) consecutive months of regular Part time service with the Employer.

Effective January 1, 2015, the monthly contribution will increase to \$99.89.

Effective January 1, 2016, the monthly contribution will increase to \$103.39.

The increase in the monthly contribution rates on January 1, 2016 is contingent on the Trustees of the UFCW Local 1500 Pension Fund discontinuing the practice of purchasing annuities. If this contingency is not met by January 1, 2016, the monthly contribution rate shall remain at the rate established as of January 1, 2015 until such change is made or the parties agree otherwise.

Contributions shall begin on the first (1st) day of the month following the completion of such period.

## **SECTION 3 LEGAL SERVICES PLAN:**

**Full time Employees** The Employer agrees to continue present contributions in the amount of one dollars and seventy-five cents (\$1.75) per month to the UFCW Local 1500 Legal Services Fund on behalf of each regular Full time employee covered by the Agreement, who has completed thirty (30) days of service with the Employer. Such contributions shall begin on the first day of the calendar month next following the completion of thirty (30) days of such employment.

**Part time Employees** The Employer agrees to continue present contributions in the amount of one dollars and seventy-five cents (\$1.75) per month to the UFCW Local 1500 Legal Services Fund, on behalf of each regular Part time employee who has completed six (6) consecutive months of regular Part time service with the Employer. Such contributions shall begin on the first day of the month next following the completion of six (6) consecutive months of such employment.

## SECTION 4 PROVISIONS APPLICABLE TO ALL FUNDS

**A.** There shall be no contributions to the Welfare Fund, Pension Fund and Legal Services Fund for those employees working full-time for the summer period of May 15th to September 15th only, nor shall there be any change in part-time contributions for part-time employees working full-time for the summer period only. Should such employees continue without interruption on a full-time basis after the summer, the Employer shall pay as though there was no relief.

**B.** 1. Contributions to the Welfare Fund, Pension Fund and Legal Services Fund shall be remitted by the Employer to the Fund's office on or before the twentieth (20th) day of the current month. Every employee of record who works at least one day in the current month shall be considered to be employed for the entire month for the purpose of computing contributions for that month.

2. Upon the failure of the Employer to make payment of any contributions within fourteen (14) days of the date due, the Trustees shall be entitled at their sole option, to take any action permitted by this Agreement, by the Agreements and Declarations of Trust establishing the Funds or by law, to collect said contributions, together with interest, liquidated damages as established by the Trustees, attorneys' fees and court costs. Such interest and liquidated damages shall accrue starting on the day after the due date of the contributions (the twentieth day of the current month), and shall continue to accrue until said contributions, together with any accrued interest and liquidated damages, have been paid.

3. The Employer agrees that if it is delinquent in the payment of contributions to the Welfare Fund, to the extent that the Trustees have cancelled the payment of benefits to said Employer's covered employees, the Employer will be responsible for all hospital, medical, surgical and other benefits that would have been paid for by the Fund had the Employer's delinquency in making contributions not resulted in the cancellation of any rights on the part of the Employer's covered employees to receive any such benefits.

4. The Employer hereby accepts and ratifies the Agreements and Declarations of Trust, as amended from time to time, establishing the Funds as if they were set forth herein in full, and ratifies the designation of the Trustees thereunder. The Trustees have assumed all responsibility for the administration of the Plans, and the Employer shall have no responsibility, except as herein provided.

5. The Employer shall make available to the Funds, any and all pertinent records of employees that the Funds may require to soundly and efficiently operate the Funds. The Trustees shall have the right to have the Employer's records audited by an accountant of the Funds' choosing, at the Funds' expense.

6. In the event the Employer fails to make contributions or provide records as required herein, the Trustees may, despite any other provision of this Agreement, submit to arbitration any issue with regard to these provisions, before an arbitrator designated in accordance with the labor arbitration rules of the American Arbitration Association. The arbitrator shall, in the event a violation exists, make a finding and award, which shall direct payment to the Fund, including the costs of the arbitration, legal fees and audit expenses together with interest and liquidated damages as established by the Trustees.

7. Upon the written request of the Employer, the Trustees shall make annual financial reports to the Employer, which shall contain information relating to the application of the monies received and benefits paid by the Funds.

**C.** In the case of any employee's illness or injury, contributions to the Welfare Fund, the Pension Fund, and the Legal Services Fund shall be made for a period not to exceed three (3) months of absence from work. In the case of an employee who is receiving Worker's Compensation benefits, contributions to the Welfare Fund shall also be made for the seventh (7th), eighth (8th) and ninth (9th) months of such absence.

**D.** The Employer shall make contributions to the Welfare Fund on behalf of each employee on family or medical leave under the provisions of the Family Medical Leave Act (FMLA), 29 U.S.C. §2601, et seq., for

each month or partial month the employee is on such leave. The failure of an employee to return to work from such leave, within the meaning of 29 U.S.C. §2614 (c)(2), shall create no obligation on the part of the Union or the Welfare Fund to take any action to recover or to assist in the recovery of said contributions from said employee, nor will such failure to return to work relieve the Employer of its obligation to contribute to the Welfare Fund on behalf of said employee during the period specified in 29 U.S.C. §2614 (c)(1).

E. The Employer shall make contributions to the Pension Fund on behalf of each employee who qualifies, pursuant to 38 U.S.C. §§4312 and 4318, for Future Pension Service due to a period of military service. The Employer shall also make contributions to the Pension Fund on behalf of each former employee who qualifies, pursuant to 38 U.S.C. §§4312 and 4318, for Future Pension Service due to a period of military service if the Employer was the last employer employing the former employee prior to such military service. Contributions shall be made at the Employer's contribution rate in effect during each month of military service to which such Future Pension Service relates. Such contributions shall be due and payable within thirty (30) days of reemployment of the employee with the Employer or within thirty (30) days of notice that the employee has become employed, in employment which meets the requirements of 38 U.S.C. §4312, with another contributing employer to the Pension Fund.

## **ARTICLE 22 SICK LEAVE**

**NOTE:** Dates marked \*\* are for former Edwards stores and \* are for all other stores.

**SECTION 1:** All regular Full time employees hired on or before June 19, 1994\*\* or November 9, 1994\* shall, after completing three (3) consecutive months of full time employment with the Employer, be eligible to receive, in a sick leave year, a maximum of ten (10) days sick leave with pay at their regular straight time rate of pay for eight (8) hours for days they are absent from work due to illness.

All regular Full time employees hired or converted on or after June 19, 1994\*\* or November 6, 1994\* shall after completing three (3) consecutive months of Full time employment with the Employer, be eligible to receive, one (1) day paid sick leave (eight (8) hours per day pay) for each full month of employment to a maximum of four (4) days in the first sick leave year of their employment, thereafter, they shall receive six (6) days sick leave (eight (8) hours pay per day), in the second sick leave year of their employment and eight (8) days sick leave (eight (8) hours pay per day) in the third sick leave year of their employment. After the completion of three (3) years of continuous employment, ten (10) days sick leave (eight (8) hours pay per day) in each sick leave year.

At the end of each sick leave year, full time employees shall be paid for any sick days which were earned and not taken, provided they are in the employ of the Employer in a full time capacity on the last day of each sick leave year.

**SECTION 2 PART TIME EMPLOYEES HIRED PRIOR TO OCTOBER 10, 1977, SHALL BE ELIGIBLE TO RECEIVE PAID SICK LEAVE AS FOLLOWS:**

|                      |                   |
|----------------------|-------------------|
| Each Sick Leave Year | 5 days (25 hours) |
|----------------------|-------------------|

**SECTION 3 PART-TIME EMPLOYEES HIRED ON OR AFTER 10/10/77, BUT BEFORE 6/18/94\*\* or 11/6/94\*:**

Regular part-time employees hired on or after 10/10/77 but before 6/18/94\*\* or 11/6/94\* shall receive paid sick leave commencing with the first scheduled day's absence due to illness on the following basis:

Five scheduled days (maximum 20 hours per year)

Such Part-time employees shall be paid for unused sick days at the end of each sick leave year, on the basis of four (4) hours straight time pay for each unused day.

**SECTION 4 REGULAR PART TIME EMPLOYEES HIRED ON OR AFTER 6/19/94\*\* or 11/6/94\*:**

Regular Part time employees hired on or after June 19, 1994\*\* or November 6, 1994\* shall receive paid leave commencing with the first scheduled day's absence due to illness on the following basis:

After one (1) year of continuous employment, four (4) hours sick leave pay for each four (4) months of employment, to a maximum of three (3) days, twelve (12) hours.

After two (2) years of continuous employment, four (4) hours sick leave pay for each three (3) months of employment, to a maximum of four (4) days, sixteen (16) hours.

After three (3) years employment, five (5) sick days, to a maximum of twenty (20) hours.

Pay for unused sick leave at the end of three (3) years employment.

**SECTION 5: All Part time employees hired after June 24, 2006, shall receive sick leave as follows:**

- After one (1) Year of continuous service                      three (3) sick days                      12 hours
- After three (3) Years of continuous service                      four (4) sick days                      16 hours
- After four (4) Years of continuous service                      five (5) sick days                      20 hours

Pay for unused sick leave at the end of three (3) years employment.

**SECTION 6:** A Part-time employee who has completed three (3) months service and who is promoted to a full-time position shall be eligible for full-time sick leave benefits immediately upon the promotion. Such employee shall receive no payment for unused sick leave earned as a part-time employee.

**SECTION 7:** Full time and Part time employees, if able, must notify the Employer two (2) hours prior to their scheduled starting time of their inability to report to work.

**SECTION 8:** Full time and Part time employees retiring with a Local 1500 pension will receive pro rata pay for any unused sick leave.

**SECTION 9:** Sick leave for those employees working a four (4) day, ten (10) hour workweek will reflect such schedule. Thereafter, the contract year shall be June to June.

**ARTICLE 23 DISCHARGE**

The Employer retains the right to discharge or suspend pending discharge any employee for just cause. The Employer agrees to notify the Union of said discharge or suspension pending discharge as soon as possible after said action is taken. The Union may, not later than ten (10) days after being notified of such discharge or suspension pending discharge, challenge same through the grievance procedure herein provided, and if not settled through the grievance procedure, the matter may be submitted to arbitration in the manner herein provided.

**ARTICLE 24 NO STRIKES, LOCKOUTS, ETC.**

**SECTION 1:** It is mutually agreed by the parties hereto that throughout the life of the 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:** In the event of the threat of, preparation for, or occurrence of any unauthorized strike, walkout, picketing, boycott, or stoppage of work, the Union and all of its officials will promptly take every possible step to prevent and to stop such action by any of its members.

The Union agrees to do everything within its power to enforce its rules and regulations, and, through advice, instruction, and example to maintain the highest standard of work. The Union agrees to take necessary disciplinary measures where justified complaints are made by the Employer against any employee or employees.

**SECTION 3:** The Employer agrees that it will not hold the Union or its International or Local officers or officials liable or responsible for any unlawful or illegal act of its individual members in causing or participating in unauthorized strikes, walkouts, or stoppages of work provided that:

1. The Union and such officers or officials take every reasonable prompt and positive measure, within their power, to prevent and stop such unauthorized strike, walkout, or stoppage of work;

2. The Union shall promptly declare publicly in the community or communities that the strike, walkout, or stoppage is unauthorized and that the employees have been directed to terminate the strike, walkout, or stoppage; and

3. The Union and such officers or officials shall furnish to the Employer, as soon as possible, satisfactory evidence that the foregoing requirements have been complied with.

**SECTION 4:** It is further mutually agreed that the Employer shall have the unqualified right to take any 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 19 hereof.

#### **ARTICLE 25 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 Locals which are parties 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 26 DEATH IN FAMILY**

In the event of a death in the immediate family of an employee, full time employees shall be granted up to 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. For the purpose of this Article, it is agreed that a member of the immediate family shall be considered to be the employee's parent, brother, sister, mother in law, father in law. Effective April 19, 2015, include step child, step parent, foster child, and foster parent in the definition of immediate family. The date of notification of death for those employees who are on the job shall not be counted as one of the three (3) days' funeral leave. In the event of a death of the spouse or child of a full time or part time employee, said employee shall receive five (5) days off without loss in pay. The date of notification shall not be included in the five (5) days. In the event of the death of a grandparent, grandchild, brother in law, sister in law, nephew or niece of an employee, the employee shall be granted one day off without loss in pay to attend the funeral, burial, or memorial service.

#### **ARTICLE 27 JURY DUTY**

A full time or part time employee who is called to serve on Jury Duty in a court of law necessitating a loss of the employee's straight time scheduled working hours shall be paid while on jury duty, less jury pay, not to exceed ten (10) working days in any contract year (if Grand Jury, up to thirty (30) working days over the term of the Agreement), 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 works four (4) days or more in a holiday week.

#### **ARTICLE 28 INJURIES**

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.

#### **ARTICLE 29 MILITARY DUTY**

##### **SECTION I MILITARY SERVICE:**

A. Any employee who enlists or is drafted into the Military Service of the United States shall be placed on a leave of absence for this period of service up to forty eight months. Such leave of absence shall terminate after ninety (90) days from his date of discharge.

An employee who enters Military Service for a period of six (6) months or less shall be required to make application to return to work within thirty one (31) days from date of discharge or release from Military Service.

**B.** When an employee returns from Military Leave and makes application to return to work within ninety (90) days of his/her release, he/she shall be reinstated within fifteen (15) days from date of application to return to work. 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 in basic pay.

## **SECTION 3 MILITARY TRAINING:**

An employee shall not be required to take Military Training Duty as his/her earned vacation.

### **ARTICLE 30 BULLETIN BOARDS**

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

### **ARTICLE 31 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. Changes may be made in this schedule in an emergency situation.

### **ARTICLE 32 POLYGRAPH**

The Employer agrees that he will not request or require any employee to take a lie detector test. An employee may choose to make a voluntary offer to submit to a lie detector test; however, such voluntary offer must have prior approval of the local Union involved.

### **ARTICLE 33 TRANSFERS**

**SECTION 1:** In the matter of promotions, the distance from the employee's home to the store that he/she is promoted to shall be the established distance for travel pay purposes and shall be designated as the employee's "home" store. If the employee is subsequently transferred and the combined distance from the original promotion and new transfer is equal to or greater than a total of twenty (20) miles each way to the new store, there will be travel pay entitlement. Travel pay throughout this Article shall be fifty six and one half cents (\$0.565) per mile or the IRS recommended rate, as it changes from time to time for the duration of this contract.

**SECTION 2:** In those cases where the employer transfers an associate to a store requiring the payment of tolls (bridges or highways), the cost shall be borne by employer. The associate shall provide the actual toll receipts for reimbursements. At the time of the transfer, the employer and the union shall meet to discuss and resolve any such tolls.

**SECTION 3:** In those instances where an employee moves his or her residence to a point more distant from his/her place of employment than when originally assigned to a store, he/she does not receive additional travel pay.

**SECTION 4:** In those instances when an employee moves his or her residence to a point closer from his/her place of employment than when originally assigned to a store, any such travel pay shall be reduced by the shorter distance. The original mileage used to establish the home store shall not be changed due to this change in residence.

**SECTION 5:** Promotion shall be identified as:

**A.** A change in status from part time employment to full time employment.

**B.** Upgraded from either part time or full time to Department Head status.

**SECTION 6:** In the case of demotion or reduction from Department Head to full time status and a transfer is affected; the distance from the residence to the transferred store shall be used in determining travel pay. The newly assigned store shall then be considered the "home store" for travel pay purposes.

**SECTION 7:** In those cases where travel pay is warranted, the employer shall pay fifty six and one half cents (\$0.565) per mile or the IRS recommended rate, as it changes from time to time.

**SECTION 8:** In the store where an employee was either promoted in or hired full time and is subsequently transferred, they shall become eligible for travel pay after either traveling twenty miles one way to their new store or if this transfer is greater than the distance of their home store.

**SECTION 9:** The employer shall not be liable for pay under this Article for any period more than three (3) months prior to the time the employee brings the matter to the Local Union's attention as evidenced by notification by the Union to the employer.

**SECTION 10:** 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 initially, but not limited to, car mileage of fifty six and one half cents (\$0.565) per mile or the IRS recommended rate, as it changes from time to time, meals and lodging.

**SECTION 11:** No permanent Full time transfer shall be made by the Employer, unless the Union has been given a one (1) week notice (either by phone, in writing, or in person) except in cases of emergency.

**SECTION 12:** No permanent Part time transfer shall be made by the Employer, unless the Union has been given a three (3) day notice (either by phone, in writing, or in person) except in cases of emergency.

#### **ARTICLE 34 VALIDITY**

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 and discuss a revision of the subject section.

#### **ARTICLE 35 SICKNESS AND ACCIDENT**

In the event that an employee is unable to work due to sickness or accident, the employee shall be re employed at such time as the employee is able to resume his normal duties, provided that the employee is able to resume such duties within twelve (12) months.

Time lost by sickness or accident shall not be deducted in determining the eligibility of any employee's vacation time.

#### **ARTICLE 36 CREDIT UNION**

**SECTION 1:** The Employer will deduct from employee's pay, where applicable, amount due to Teachers Federal Credit 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 2:** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action to be taken or not taken by the Employer in reliance upon such authorization and a list furnished to the Employer by the Union setting forth the amount owing from each employee for the purposes of complying with the provisions of any check off authorization.

#### **ARTICLE 37 A.B.C. CHECK OFF**

The Employer agrees on a weekly basis to deduct from the wages of employees who have authorized said deductions an amount to be determined and remit same to the Local 1500 UFCW Active Ballot Club.

#### **ARTICLE 38 SHOP STEWARDS**

**SECTION 1:** The Employer recognizes the right of the Union to have one (1) Full time Shop Steward and one (1) Part time Shop Steward in each store.

**SECTION 2:** The Full time Shop Steward in each store shall not be transferred without prior notice to and discussion with the Union.

**SECTION 3:** The Union will provide the Employer with a list of the names of its authorized Business Representatives and Shop Stewards and will keep said list current.

**SECTION 4:** The Employer will, with adequate notice, arrange for one (1) full time Shop Steward from each store to have the same scheduled day off once each year with (8) hours' pay for the purpose of attending the Union's annual Shop Steward seminar. The Employer shall schedule the part time Steward to be available to attend the annual Shop Steward seminar, and there shall be no expense to the Employer for his/her attendance.

**SECTION 5:** Shop Stewards shall not handle grievances and shall not interfere with the operation of the Employer's business, and shall not cause or engage directly or indirectly in any unauthorized strikes, work stoppages, slowdowns, or job actions.

#### **ARTICLE 39 INDUSTRY EXPERIENCE**

All newly hired Full time employees with at least one year's prior supermarket industry experience shall be given credit for a minimum of one (1) year's prior experience in the supermarket industry for the purpose of establishing the employee's wage rates only, provided that the experience was earned within the twelve (12) months prior to date of hire and declared on the employment application.

#### **ARTICLE 40 RECLASSIFICATION**

**SECTION 1:** A full time employee who is voluntarily reclassified to part time shall be placed on the part time new hire progression scale and shall be given credit for part time service on a two (2) month for one (1) month basis for the purpose of establishing a wage rate. Thereafter, the employee shall continue to progress on the part time new hire progression scale. Upon reaching the maximum rate on the scale, the employee shall be eligible to receive part time general wage increases.

**SECTION 2:** A full time employee who is reclassified to part time shall receive payment for earned and unused full time vacation. The employee shall receive, after one (1) year, part time vacation benefits based upon the employee's total length of service.

**SECTION 3:** A full time employee who is reclassified to part time shall receive part time sick leave pro-rated for the balance of that sick leave year, based upon the employee's total length of service. Thereafter, the employee shall receive part time sick leave based upon the employee's total length of service.

**SECTION 4:** A full time employee who is reclassified to part time shall receive payment for earned and unused personal holidays.

**SECTION 5:** Upon the reclassification of a full time employee to part time, the Employer shall make part time contributions on behalf of the employee to the Welfare, Pension and Legal Funds, beginning the first (1st) day of the month following such reclassification.

#### **ARTICLE 41 TECHNOLOGY CHANGE**

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

#### **ARTICLE 42 NO DISCRIMINATION**

The Employer and the Union agree that they will not discriminate against any employee because of race, color, religion, union affiliation, age, sex, sexual orientation, disability, national origin, genetic information, or gender identity or expression.

#### **ARTICLE 43 SCHOLARSHIP FUND**

The Employer shall contribute a one-time lump sum of \$50,000 to the UFCW Local 1500 Scholarship Fund on or before July 26, 2015.

**ARTICLE 44 DURATION**

This Agreement shall take effect December 7, 2014 and shall continue in full force and effect until midnight, December 30, 2017 and shall be continued for an additional year unless sixty (60) days prior to December 30, 2017 either the Union or the Employer gives written notice by Registered Mail to the other that it desires to amend or terminate this Agreement on December 30, 2017 or thereafter. Such written notice shall contain a draft of any proposed new agreements or amendments. 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 as of the day and year first above written.

UFCW LOCAL 1500 – AFL-CIO, CLC

STOP & SHOP:

BY: Anthony G. Spelman  
Anthony G. Spelman  
Secretary Treasurer

BY: Robert Spinella  
Robert Spinella  
Vice President of Human Resources

# STOP & SHOP ACQUISITION AGREEMENTS

## FOR ALL ACQUIRED UFCW LOCAL 1500 & ACQUIRED FORMER UFCW LOCAL 1245 MEMBERS PREVIOUSLY EMPLOYED BY PATHMARK, NOW WORKING FOR STOP & SHOP

These highlights list only the modifications outside of the Stop & Shop Agreement, which expires on December 30, 2017.

TERMS OF AGREEMENT: 27 months  
September 23, 2015 through  
December 30, 2017

### WAGES:

A. Employees hired prior to December 7, 2014, shall receive the following general wage increases:

|                        | <u>06/05/16:</u> | <u>03/05/17:</u> | <u>12/03/17:</u> |
|------------------------|------------------|------------------|------------------|
| Full Time:             | \$16             | \$18             | Catch Up         |
| PT Before 11/01/08:    | *25¢             | *40¢             | Catch Up         |
| PT on or After 11/1/08 | *25¢             | *30¢             | Catch Up         |

\*All employees hired prior to 12/7/2014 will receive the 12/7/2014 general wage increase. Thereafter, those employees will receive the greater of the scheduled general wage increase or the increase they received as a result of the most recent increase in the State minimum wage. Employees who do not receive an increase on date of the general wage increase as a result of the increase in the State minimum wage shall receive a lump sum bonus of \$150 on the date of the general wage increase.

In the event of a subsequent increase in the federal, State, or local minimum wage, after 1/1/16, the general wage increases shall be applied in the same way, so that the employee will receive the greater of the minimum wage increase or the next scheduled general wage increase.

All full time employees at or above the top rate for their progressions shall be eligible for the referenced general wage increases.

### B. NEW FULL-TIME MINIMUM RATE:

Effective January 1, 2016 the minimum full time rate is \$13.25 per hour.

Effective January 1, 2017 the minimum full time rate is \$13.75 per hour.

### C. WAGES FOR PART-TIME CLERKS, PORTERS, AND COURTESY CLERKS HIRED OR APPOINTED ON OR AFTER 12/7/2014:

Employees hired or converted on or after December 6, 2014 shall receive their increases on a semi-annual basis in accordance with the following schedule:

All employees hired in April, May, June, July, August and September shall receive their first increase in December.

All employees hired in October, November, December, January, February and March shall receive their first increase in June.

|                          | <u>12/31/2014</u> | <u>12/31/2015</u> |
|--------------------------|-------------------|-------------------|
| After 60 days: . . . . . | \$9.00            | \$9.25            |

For part-time employees hired on or after 12/7/2014, the \$0.15 progression increases shall be suspended until 6/4/2017 in order to account for the 12/31/2014 and 12/31/2015 increases in the State minimum wage, but those employees shall receive lump sum bonuses as follows, based on the schedule above:

|            |      |
|------------|------|
| 12/6/2015: | \$75 |
| 06/5/2016: | \$75 |
| 12/4/2016: | \$75 |

In the event of a subsequent increase(s) in the federal, State, or local minimum wage after 1/1/16, the \$0.15 wage progression shall be suspended. In lieu of a progression, those employees shall receive lump sum bonuses as follows, based on the schedule below:

06/4/2017: \$75

12/3/2017: \$75

If there are no subsequent increases in the federal, State, or local minimum wage, the following shall apply:

Part Time employees hired on or after 12/7/2014 but on or before 3/31/2017 shall receive a \$0.15 progression increase on 6/4/2017 and 12/3/2017.

Part-time employees hired on or after 4/1/2017 but on or before 9/30/2017 shall receive a \$0.15 progression increase on 12/3/2017.

For purposes of this Section only, Stop & Shop will use the A&P/Pathmark date of hire for all employees. Employees hired pursuant to this agreement shall not receive a thirty (30) day wage increase.

#### **TRIAL PERIOD:**

All employees hired under this agreement will be subject to a sixty (60) day probationary period from the date of their employment with Stop & Shop. This period may be extended by agreement of the parties. Since Stop & Shop has agreed to hire all employees, subject to the conditions of this agreement, the probationary period shall be subject to the grievance procedure. In addition, all employees shall remain members of the union and there shall be no interruption of union service.

#### **CLASSIFICATIONS:**

All employees hired into the same classification they presently work shall be paid their existing A&P/Pathmark rate of pay. Stop & Shop agrees to retain the rates of certain Acquired Employees who are presently assigned a classified position that Stop & Shop does not recognize. Those positions are: Customer Service Manager, Night Crew Chief, Dairy Manager and General Merchandise Manager (Non-Foods Manager). Any premium otherwise paid to the similar clerk or lead position will not be paid to these affected Acquired Employees. Stop & Shop shall have no obligation to replace the affected Acquired Employees.

Stores will be staffed with the classifications and the complement of classified positions set forth in the Stop & Shop CBA.

The staffing of full-time positions in acquired stores will be at the discretion of management and consistent with the Stop & Shop CBA. The Employer agrees that Acquired Employees will not be reclassified from full-time to part-time, subject to the conditions in this Agreement.

Offers of employment made may be for positions different than those held while employed by A&P/Pathmark and may be at stores different than those where the employees are currently working. In the event an individual is hired into a different classification on a voluntary basis, they shall receive the rate they would have had at A&P/Pathmark for the position being offered by Stop & Shop. Otherwise, the individual will retain their current A&P rate. For example, some department managers may be offered lead or clerk positions.

#### **ELIMINATION OF COURTESY CLERK CLASSIFICATION:**

Those part-time Pathmark clerks who may have performed the duties of a courtesy clerk (as defined in the Stop and Shop CBA) will remain classified as part-time clerks and subject to the same rules as stated in the CBA for part-time clerks.

#### **VACATION, SICK, & PERSONAL DAYS ENTITLEMENTS:**

Acquired Employees that are currently assigned as full-time will maintain their full-time status. In addition, all full-time and part-time Acquired Employees will maintain their current entitlement schedule for a period of fifteen (15) months, beginning January 1, 2016, pursuant to the A&P/Pathmark agreement, at which time those employees will be eligible to receive their entitlements pursuant to the current Collective Bargaining Agreement between Stop & Shop and Local 1500. All Acquired

Employees shall receive their entitlements on January 1, 2016, including vacation, sick (pro-rated) and personal (pro-rated).

#### **SUNDAY PREMIUMS:**

Premiums, will be calculated according to premiums for new hires, but will receive credit toward eligibility based on their A&P/Pathmark continuous service. For example, a part-time employee that is hired from the acquisition with 13 months of service with A&P/Pathmark would receive a \$2.00 per hour premium for all hours worked on Sunday based on their A&P/Pathmark service date. However, that employee would be eligible for time and one half pay for all hours worked on Sunday upon the completion of eleven (11) months of service with Stop & Shop (twenty four (24) months of combined service). All full-time employees that are hired from the acquisition with a minimum of thirty (30) days of service with A&P/Pathmark will be paid time and one half (1 1/2) pay for all hours worked on Sunday from the first Sunday of their employment with Stop & Shop.

#### **PRESIDENTIAL ELECTION DAY:**

All Full and part-time employees, who are registered voters shall be entitled to Presidential Election Day. Voter registration card may be requested.

#### **CHRISTMAS AND NEW YEARS EVE:**

Full time employees on Christmas and New Years' Eve will no longer receive the one hour paid time off but will work their regularly scheduled shift.

#### **TRANSFERS:**

Transfers of employees between and among Stop & Shop stores within the bargaining unit are permitted and are subject to the Stop & Shop CBA. For travel pay purposes, a home store shall be the former Pathmark store in which he/she was acquired and/or promoted in.

#### **NIGHT CREW:**

All Night Crew employees, including Night Crew Chiefs, FT Night Crew Clerks and PT night crew clerks shall receive a 10% premium not to exceed a cap of \$65 weekly, regardless of their seniority date with Pathmark.

#### **RELIEF DEPARTMENT HEADS:**

Full Time employees that relieve a Grocery or Produce manager's vacation will be paid at the rate of \$825 per week or \$10.00 above their regular weekly rate of pay whichever is higher.

#### **SENIORITY:**

The Acquired Employees will keep their original A&P/Pathmark date of hire with regard to other A&P/Pathmark employees, but their date of hire with regard to current Stop & Shop employees will be the date they are hired by Stop & Shop. Except where explicit in this agreement for all other purposes, employees subject to this agreement assume their Stop & Shop hire date.

Stop & Shop will not be bound by any contract between A&P/Pathmark and UFCW Local 1500 nor as to arbitration decisions or past practices that were between A&P/Pathmark and UFCW Local 1500, except to the extent those same arbitration decisions or past practices also applied to Stop & Shop under its own collective bargaining agreement with UFCW Local 1500.

#### **CONTINUATION OF BENEFITS:**

The Acquired Employees shall be granted credit for their continuous service with A&P/Pathmark for purposes of satisfying the waiting period for eligibility for the UFCW Local 1500 benefit plans. The Employer also agrees that the full-time medical contribution of \$10 per week for new hires will not apply to the Acquired Employees.

**LOCAL 1500 PENSION FUND**

The monthly contribution rates shall be as follows:

|                   |                  |
|-------------------|------------------|
|                   | <b>01/01/16:</b> |
| Full Time         | \$309.06         |
| Regular Part Time | \$103.39         |

**LOCAL 1500 WELFARE FUND**

The company's monthly contributions to the UFCW Local 1500 Welfare Fund for each eligible employee will be as follows:

|                   | <b>Full Time</b> | <b>Special Part Time</b> | <b>Regular Part Time</b> | <b>ACA</b> |
|-------------------|------------------|--------------------------|--------------------------|------------|
| October 1, 2015:  | \$1163.80        | \$333.91                 | \$81.38                  | \$321.00   |
| October 1, 2016:  | \$1245.27        | \$357.28                 | \$87.08                  | \$343.47   |
| December 1, 2017: | \$1307.53        | \$375.14                 | \$91.43                  | \$360.64   |

**LEGAL BENEFIT PLAN**

All benefits continued at current level. Employer current monthly contribution rate continues at \$1.75.

**FOR ALL ACQUIRED FORMER 1199SEIU UNITED  
HEALTHCARE WORKERS EAST MEMBERS  
PREVIOUSLY EMPLOYED BY PATHMARK, NOW  
WORKING FOR STOP & SHOP**

**OFFERS OF EMPLOYMENT**

1. Stop & Shop will offer each 1199 Employee currently employed at a Sale Store a Local 1500 United Food and Commercial Workers, International Union, CLC ("Local 1500") bargaining unit position in a Stop & Shop pharmacy with the equivalent job classification as the 1199 Employee's position with Pathmark, provided the 1199 Employee has sufficient availability and no adverse employment history with Stop & Shop. Each 1199 Employee who accepts a Local 1500 bargaining unit position will accept membership in Local 1500 according to Local 1500's membership procedures.

2. Stop & Shop will offer those 1199 Employees currently classified as Supervising Pharmacists under the 1199 CBA a Staff Pharmacist position in the Local 1500 bargaining unit. In the event that Stop & Shop desires a Supervising Pharmacist to work as a Pharmacy Manager, a non-bargaining unit position, Stop & Shop may make such an offer to that individual. In that case, the Employee may opt for either position without any adverse impact on his or her employment.

3. Stop & Shop will offer each 1199 Employee a position in the same zone as the Pathmark store where he or she is currently working, which are defined as follows:

**Zones**

1. Dutchess and Putnam Counties
2. Westchester County
3. New York City
4. Nassau County
5. Suffolk County

**WAGES**

4. Stop & Shop will pay each 1199 Employee the higher of (i) his or her current wage rate or (ii) the same wage rate as existing Stop & Shop pharmacy employees covered by the Local 1500 CBA with the same job classification and years of service.

**SENIORITY**

5. Each 1199 Employee shall carry over his or her years of service and hire date with Pathmark and any predecessor thereof for the purposes of:

- a. Accruals of paid time off; and
- b. Contributions to and eligibility for benefits through the UFCW Local 1500 Welfare Fund, the UFCW Local 1500 Pension Fund and the UFCW Local 1500 Legal Services Fund, which will be determined by the collective bargaining agreement between Stop & Shop and Local 1500 and the governing plan documents of the UFCW Local 1500 Welfare Fund, the UFCW Local 1500 Pension Fund and the UFCW Local 1500 Legal Services Fund.

## NOTES

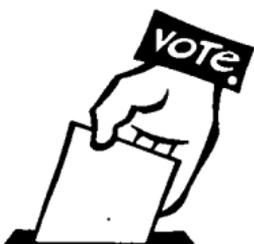
## NOTES

# ABC - Active Ballot Club

The ABC, the UFCW's Active Ballot Club, needs you and every other member to become politically active.

ABC works to elect people to public office who understand the needs of working men and women.

ABC assists their campaigns and keeps them informed on the issues as organized labor sees them.



Today, there is a great need for labor to have a voice in political action. Help make sure our Union has that voice by joining ABC now.

Due to the many critical issues before Congress; state, city and local governments this year; it is important that we have sufficient funds to support our friends and defeat those candidates who do not support the working man and woman. We encourage all members to participate in the Active Ballot Club as a means of protecting our interests in the various governmental bodies and in the laws they pass that may affect our livelihood.

If you haven't already signed up, see your Union Representative or Service Representative. Sign up today!

Members employed by companies where there is no check-off will be able to purchase their ABC Membership Cards from their Union Representatives or Shop Stewards in the normal manner.

**Contributions of gifts to the  
UFCW Active Ballot Club are not  
deductible as charitable contributions for  
federal tax purposes.**

**Be Informed!!!**

**[www.UFCW1500.org](http://www.UFCW1500.org)**



a VOICE for working America

**LOCAL 1500**

**THE WEINGARTEN DECISION:  
KNOW YOUR RIGHTS!**

In a court case known as *N.L.R.B. Vs. Weingarten*, the U.S. Supreme Court ruled you have the right to have your Union Representative present when you are interviewed by your employer, if you *reasonably* believe the interview may lead to disciplinary action.

**YOUR RIGHTS UNDER WEINGARTEN ARE:**

1. You have the right to request the presence of a Union Representative during any investigatory interview you reasonably believe might result in disciplinary action.
2. You have the right *not* to be interviewed until your Union Representative is present.
3. Your Union Representative may assist you during the interview to organize and explain your facts.

**REMEMBER WEINGARTEN  
BEFORE YOU GIVE UP YOUR RIGHTS!**

**MEMBERS CAN CALL  
LOCAL 1500  
REGARDING ANY MATTER  
24 HOURS A DAY  
800-522-0456**



Twitter @UFCW1500



Facebook.com/ufcw1500



[www.ufcw1500.org](http://www.ufcw1500.org)