

LOCAL 328

**UNITED FOOD & COMMERCIAL WORKERS
INTERNATIONAL UNION, AFL-CIO-CLC**

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Office Hours:
8:15 AM to 4:15 PM
Monday thru Friday

AGREEMENT

BETWEEN

THE STOP & SHOP SUPERMARKET COMPANY LLC

AND

**UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 328**

(CLERKS)

CHARTERED BY

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION

AFL-CIO-CLC

Effective Date: February 24, 2013

Expiration Date: February 27, 2016

YOUR RIGHT TO REPRESENTATION

As a UFCW Local 328 member you have the right to Steward Representation during conversations with management or security which may lead to discipline or involves a security investigation. Follow these steps to ensure that your right is preserved:

1. DEMAND UNION REPRESENTATION

You must ask for representation – this right is not automatic.

2. REFUSE TO PROCEED WITHOUT UNION REPRESENTATION.

If you are denied this right, stay in the room, but remain silent.

3. DO NOT MAKE ANY WRITTEN OR VERBAL STATEMENT OF GUILT OR INNOCENCE.

Making NO statement is the most appropriate action.

4. DO NOT WAIVE THIS RIGHT.

If you do so, any statement you make can be used against you.

MY STEWARDS ARE:

MY UNION REPRESENTATIVE IS:

UFCW LOCAL 328

1-800-624-7776

Dear Member:

This is YOUR UNION'S CONTRACT with your Employer. This contract sets forth your WAGES, HOURS, AND OTHER UNION BENEFITS.

These benefits have been achieved after many months of negotiations. They represent the gains made in prior years due to the cooperation and struggles of members before you, as well as those of present members. These gains have been hard won.

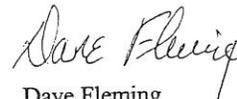
PROTECT THEM - GUARD THEM ZEALOUSLY, READ YOUR CONTRACT - KNOW YOUR RIGHTS - KNOW YOUR BENEFITS.

These benefits are yours. When members violate the contract, they hurt not only themselves, but the rest of the members as well.

Save this contract so that you may refer to it whenever the need arises. When you have a question and/or a problem occurs, call or write this office. Give all the relevant facts about your situation so that it may be referred to the proper union representative for FAST AND EFFICIENT handling.

This Union is as close as your phone. Do not be in doubt as to what your rights or benefits are. CALL US AND BE SURE.

Fraternally,



Dave Fleming
President

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 328

N.B. There is a Local 328 Union Shop Steward in your place of employment. Also, Local 328 Union Representatives visit your place of employment regularly. Please get to know them.

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This Agreement, entered into as of this 24th day of February 2013 between The Stop & Shop Supermarket Company LLC, its successors or assigns in whole or in part, with its principal place of business located in Quincy, Massachusetts, Norfolk County, as party of the first part, hereinafter called the "Employer," and Local Union 328 chartered by the United Food and Commercial Workers International Union CLC, and its successors and assigns as party of the second part hereinafter called the "Union."

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole bargaining agent for all of its employees in its food supermarkets and any future food supermarket in the States of Massachusetts and Rhode Island within the jurisdiction of Local 328, except supervisory employees, employees in the meat, fish, delicatessen, poultry, bazaar, cold food and all seasonal employees hired as courtesy clerks in any year for any part of the period commencing on Memorial Day through October 1st.

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

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

ARTICLE 2 EMPLOYMENT OF UNION MEMBERS

Section 1

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

Employees hired in seasonal area stores between Memorial Day until October 1st shall be required to become members of the Union after ninety (90) days following employment by the Company. Seasonal area stores are located on Cape Cod and Gloucester, Massachusetts and Newport, Narragansett, Middletown, and Westerly, Rhode Island.

For the purpose of this article only, stores on the east side of the Cape Cod Canal will be considered seasonal. Martha's Vineyard, Nantucket and Wareham will be included as seasonal. Associates who are hired during the seasonal period will become members of the Union as of October 1st, provided they have been employed for at least thirty (30) days.

Section 2

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

Section 3

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

Section 4

An employee shall be on probation during the first sixty (60) days of employment and may be discharged without cause. Employees hired for major remodeled stores shall be on probation and may be discharged without cause during the first sixty (60) calendar

days of employment. Employees hired for new store openings shall be on probation and may be discharged without cause during the first sixty (60) calendar days after the new store's opening. Probationary employees are covered by this Agreement and they shall be accorded all its benefits except Article 25.

Section 5

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

Section 6

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

Section 7

The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, unfair labor practices or other forms of liability that may arise directly out of, or by reason of, any action taken or not taken by the Employer for the purposes of complying with this Article.

**ARTICLE 3
GENERAL CONDITIONS**

Section 1 – Wedding Gift

- A. A regular full-time employee, who has been in the continuous full-time employ of the Employer for two (2) years or more, receives as a wedding gift, in the form of a gift certificate good at any stores of The Stop & Shop Supermarket Company LLC, one week's pay equal to his basic weekly earnings.
- B. A regular full-time employee, who has been in the continuous full-time employ of the Employer for one (1) year, but less than two (2) years, shall receive a gift certificate of The Stop & Shop Supermarket Company LLC in the amount of \$10.00.
- C. Regular full-time employees, who have converted from part-time shall receive one-half (1/2) credit for part-time employment towards their eligibility for the above sections.

- D. Requests for wedding presents are made in writing by the District Manager to the Personnel Division. The wedding gift is presented after the marriage takes place. Employees shall be entitled to one wedding present only during their employment. The wedding gift shall apply to Civil Unions.

Section 2

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

Section 3 – Employer Meetings

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

Section 4

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

Section 5 – Employee's Vehicles

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

Section 6 – Election Days

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

Section 7 – First Aid Kit

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

Section 8

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

Section 9

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

**ARTICLE 4A
NON-DISCRIMINATION**

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

**ARTICLE 4
VISITING STORES**

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

**ARTICLE 5
PRIVILEGES**

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

**ARTICLE 6
REST PERIODS**

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

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

**ARTICLE 7
REGISTERS**

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

**ARTICLE 8
NO INDIVIDUAL AGREEMENTS**

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

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

**ARTICLE 9
NO REDUCTION IN WAGES**

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

**ARTICLE 10
HOLIDAYS**

Section 1

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

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

(MA ONLY)	<u>Major Holidays</u>	<u>Minor Holidays</u>
	New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day 3 Personal Holidays (two weeks prior notice)	Patriot's Day Columbus Day Veterans' Day

(RI ONLY)

Major Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Employee Birthday
3 Personal Holidays
(two weeks prior notice)

Minor Holidays

Columbus Day
Veterans' Day

(CT ONLY)

Major Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Employee Birthday
Anniversary date
4 Personal Holidays
(two weeks prior notice)

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

Employees hired on or after December 1st of any year will have until March 1st of the following year to use the prior year's unused personal holidays.

Section 2 – Eligibility for Part-time Employees

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

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

	<u>(MA)</u>	<u>(RI)</u>	<u>(CT)</u>
After 3 months	New Year's Day Labor Day Thanksgiving Day Independence Day Christmas Day	New Year's Day Labor Day Thanksgiving Day Independence Day Christmas Day	New Year's Day Labor Day Thanksgiving Day Independence Day Christmas Day

After 6 months	Memorial Day Patriot's Day Columbus Day Veterans' Day *1 Personal Holiday	Employee Birthday Memorial Day Columbus Day Veterans' Day *1 Personal Holiday	Memorial Day Employee Birthday Anniversary Day **2 Personal Holidays
After 1 year	*2 Personal Holidays	*2 Personal Holidays	**2 Personal Holidays

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

Employees hired on or after December 1st of any year will have until March 1st of the following year to use the prior year's unused personal holidays.

Eligible part-time employees shall be paid for the foregoing holidays according to the following formula.

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

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

Section 3 – Eligibility for Full-time Employees

Commencing with the first day of the month following thirty (30) days of employment, full-time employees shall receive eight (8) hours of pay for any of the above listed holidays provided that in order to be eligible for holiday pay an employee must work the scheduled workday before and the scheduled workday after the holiday unless out due to an excused absence. An employee must also perform work during the week in which the holiday occurs.

Section 4

Any employee transferred to a different state shall receive no less than nor more than their holidays/personal holidays they were originally eligible for (due to the transfer), for that calendar year only.

**ARTICLE 11
LEAVE OF ABSENCE**

Section 1

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

Section 2

Requests for a leave of absence shall be in writing and submitted to the Vice President of Labor Relations, The Stop & Shop Supermarket Company LLC, 1385 Hancock Street, Quincy, MA 02169, and the employee must mail a copy to the local union office. The authority to approve or disapprove a leave of absence shall be vested with the Vice President of Labor Relations, Stop & Shop Supermarket Company LLC.

Section 3

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

Section 4

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

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

Section 5

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

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

- B. An employee who returns from authorized leave of absence (other than sickness, accident, or pregnancy) of three months or more, and who was eligible for his

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

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

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

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

The cost of maintaining pension contributions shall be borne by the employer for a period of up to six (6) months.

Section 6

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

Section 7

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

Section 8

Any employee on approved leave of absence shall continue to accumulate all seniority rights.

Section 9

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

Section 10 – Leave of Absence for Union Duties

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

Section 11

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

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

Section 12

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

Section 13

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

Section 14

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

ARTICLE 12 HOURS

Section 1 – Full-time Employees' Work Week:

- A. Regular Work Week - All full-time employees - Monday through Saturday, five (5) eight (8) hour days - 40 hours.

Holiday Work Week - All full-time employees - Monday through Saturday, four (4) eight (8) hour days - 32 hours.

- B. Full-time Clerks hired or appointed from part-time employment prior to February 14, 1972:

May be scheduled to work one evening shift ending no later than 10:00 PM, and on the remaining four (4) days may be scheduled to work between 6:00 AM and 6:00 PM.

- C. Full-time Clerks hired or appointed from part-time employment on or after February 14, 1972:

May be scheduled on two (2) days for eight (8) straight-time hours between 6:00 AM and 10:00 PM.

- D. Employees Promoted to Classified Prior to February 11, 1979:

May be scheduled to work one evening shift ending no later than 10:00 PM and on the remaining four (4) days may be scheduled to work between 6:00 AM and 6:00 PM.

- E. Employees Promoted to Classified On or After February 11, 1979:

May be scheduled on two (2) days for eight (8) straight-time hours between 6:00 AM and 10:00 PM.

- F. The Employer shall be permitted to schedule full-time clerk positions at the straight-time hourly rate commencing not earlier than 6:00 AM and concluding not later than 12:00 AM (midnight). These positions shall be offered to present night crew employees and then to current part-time employees. If no current employee accepts the position, the Company may fill the position from any source available to it. (The aforementioned applies to full-time employees hired or appointed from part-time employment on or after 2/11/79.)

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

- H. Any regular day full-time employee who voluntarily works on the night shift shall receive the applicable full-time night crew rate and night premium.

Section 2 – Hours of Work for Part-time Employees

- A. The hours of work determining the status of a part-time employee shall be: thirty (30) hours per week or less Monday through Saturday.

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

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

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

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

- D. Any regular day part-time employee who voluntarily works on the night shift shall receive the applicable part-time night crew rate and night crew premium.

Section 3 – Overtime Pay

- A. 1. All employees shall be paid time and one-half the employee's regular hourly rate for all hours worked in excess of:
- forty (40) hours or the sixth day in a regular week;
 - thirty-two (32) hours or the fifth day in a holiday week; or
 - eight (8) hours a day.
2. A part-time employee shall be paid time and one-half the employee's basic rate of pay for all hours worked:
- prior to 6:00 AM; or
 - one-half (½) hour after store closing, or 10:00 PM, whichever is later. If store hours change from normal store closing on a temporary basis, employees shall receive one (1) week's notification.

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

B. Major Holidays and Sundays

- When employees (including department heads and part-time employees) are requested by the Employer to work on any major holiday, they shall receive double their regular hourly rate for hours worked but such hours worked shall not be counted as hours worked toward figuring weekly overtime. Employees hired after 2/12/94 shall be paid one and one-half times their hourly rate for such hours worked on a holiday.
- For employees who receive one and one-half (1½) times their regular hourly rate (or more) for hours worked on Sundays and holidays, such hours shall not be counted as hours worked toward figuring weekly overtime.

C. Minor Holidays

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

- D. No employee shall be compelled to accept overtime. If too few employees accept overtime, employees shall be required to work by inverse seniority within the department.
- E. Work performed on Sundays and Holidays, as listed under Article 10, shall not be considered part of the scheduled work week.
- F. Scheduled overtime shall be rotated within the store. Employees shall not lose their turn in the rotation. There shall be four groups within which employees shall be rotated:

- Classified;
- Other full-time employees;
- Part-time employees; and
- Office employees.

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

Section 4 – Premium Shift Payment

A premium shift of fifteen (15%) shall apply for work performed in stores that have a weekly volume in excess of \$30,000 per week and/or those stores open more than two (2) evenings a week for all employees except Department Heads, full-time employees

and part-time checkers as follows: 6:00 PM to 10:00 PM (beyond the first evening). The foregoing provision shall not apply to employees hired after February 14, 1972.

Section 5 – Meal Period

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

Section 6

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

Section 7

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

Section 8

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

Section 9

The Company may establish and implement a 4x10 schedule (Monday through Saturday) by mutual agreement between the associate and the Company. The provisions of which are identified below:

- A. All paid time off shall be paid for on the basis of ten (10) hours shifts.
- B. Overtime shall be paid on all hours over forty (40) hours worked per week, and ten (10) hours per day. Time worked on the fifth (5th) day (regular week), or fourth (4th) day (holiday week) shall be paid at the rate of time and one-half (1½). There shall be no pyramiding of time and one-half hours (1½).
- C. With two (2) weeks written notice, either party may revoke their Agreement. Any part-time associate accepting a promotion into a 4x10 schedule shall revert back to their previous position. Any newly promoted full-time associate after

ninety (90) days, shall continue the 4x10 schedule, until such time as a 5x8 schedule becomes available for which they qualify for, provided they have sufficient seniority.

- D. Associates working a 4x10 shift shall be entitled to twenty (20) minute breaks, instead of fifteen (15) minute breaks, and must take a thirty (30) minute lunch. Breaks can be combined by mutual agreement between management and the employee.

ARTICLE 13 WEARING APPAREL AND TOOLS

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

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

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

The Company shall add Work 'N Gear as an authorized retailer. There will be no change to the shoe allowance of \$25 for safety shoes for eligible associates.

ARTICLE 14 WAGES

General Wage Increases

General Wage Increases – Full-Time Associates and Part-Time Associates with More than 24 Months of Service

The first full-time GWI increase applies to everyone and then they advance to the next scale rate when they have satisfied the number of months necessary to move from the scale rate at or immediately below their new salary.

Full-time associates who have completed the wage progression and part-time associates with 24 months or more of service at the time of the dates below will receive a GWI as follows:

	2/24/13	2/23/14	2/22/15
Full-time	\$25/wk	\$20/wk	\$20/wk
Part-time meat cutters	\$0.625/hr	\$0.50/hr	\$0.50/hr
Part-time full-rated clerks	\$0.45/hr	\$0.40/hr	\$0.40/hr
Part-time service clerks	\$0.45/hr	\$0.40/hr	\$0.40/hr
Part-time courtesy clerks and porters	\$0.35/hr	\$0.30/hr	\$0.30/hr

General Wage Increases – Part-Time Associates with 12 to 24 Months of Service

Part-time associates with 12 to 24 months of service at the time of the dates below will receive a GWI as follows:

	2/24/13	2/23/14	2/22/15
Part-time full-rated clerks	\$0.30/hr	\$0.25/hr	\$0.25/hr
Part-time service clerks	\$0.30/hr	\$0.25/hr	\$0.25/hr
Part-time courtesy clerks and porters	\$0.20/hr	\$0.20/hr	\$0.20/hr

General Wage Increases – Non-Probationary Part-Time Associates with Less Than 12 Months of Service

Associates who have completed the wage progression at the time of the dates below will receive a GWI as follows:

	2/24/13	2/23/14	2/22/15
Part-time full-rated clerks	\$0.25/hr	\$0.25/hr	\$0.25/hr
Part-time service clerks	\$0.25/hr	\$0.25/hr	\$0.25/hr
Part-time courtesy clerks and porters	\$0.20/hr	\$0.20/hr	\$0.20/hr

The following minimum rates become effective on February 24, 2013:

Section 1 – Grocery and Produce Department Heads

Those employees appointed to Grocery and Produce Department Heads on or after 2/24/2013 shall receive the greater of \$20/week over their rate at the time of appointment, or \$779/week, and any applicable General Wage Increases.

Section 2 – Head Produce Clerks and Assistant Grocery Department Heads

Those employees appointed to Head Produce Clerks and Assistant Grocery Department Heads on or after 2/24/2013 shall receive the greater of \$20/week over their appropriate day full-time Clerk rate at the time of their appointment, or \$600/week, and each of the General Wage Increases listed above.

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

Section 3 – Full-time Clerks

Employees Hired or Appointed to Full-time Clerk

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

Section 4 – Cash Department Head

Those employees appointed to Cash Department Head on or after 2/24/2013 shall receive the greater of \$20/week over their rate at the time of appointment, or \$714/week, and any applicable General Wage Increases thereafter.

Section 5 – Part-time Cash Department Head

In Store Manager type stores a part-time employee shall be designated to perform all the functions of a Cash Department Head. Such employee shall be classified as a part-time Cash Department Head and shall receive twenty-five cents (\$.25) per hour over his regular part-time rate.

Section 6 – Head Florist Clerk and Full-time Florist Clerk

Those employees appointed to Head Florist Clerk on or after 2/24/2013 shall receive the greater of \$20/week over their rate at the time of their appointment, or \$600/week, and any applicable General Wage Increases thereafter.

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

Full-time Florist Clerks

Those employees appointed to Full-time Florist Clerk on or after 2/24/2013 shall receive \$600/week or their current rate whichever is greater, and each of the General Wage Increases listed above

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

Section 7 – Office Clerk

Employees classified as Office Clerks on or before 2/24/2013 shall receive the above listed General Wage Increases on the dates indicated. He/she shall receive \$10.00 per week over their rate.

Those employees appointed to Office Clerk on or after 2/24/2013 shall receive \$10.00 per week over their rate at the time of appointment and each of the above General Wage Increases, if applicable as per Article 14, Section 3, which occur after the date of their appointment.

Section 8 – Part-time Clerks and Checkers

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

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

Employees hired after 2/24/2013 shall receive the following increases:

Part-time Full-rated Clerk	after 30 days	\$0.30/hr
Part-time Service Clerk	after 60 days	\$0.25/hr

Section 9 – Courtesy Clerks

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

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

Employees hired after 2/24/2013:

Part-time Courtesy Clerk	after 60 days	\$0.20/hr
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Then any remaining GWI's as listed above.

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

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

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

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

Section 10 - Porters

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

Employees hired or appointed to full-time or part-time Porter on or before 2/24/2013 shall receive the minimum wage rate per hour and each of the following General Wage Increases (set forth above) which occur after their date of appointment.

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

Section 11 – General Merchandise Clerks

A. Part-time General Merchandise Clerks

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

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

Employees hired after 2/24/2013:

Part-time Full-rated Clerk	after 30 days	\$0.30/hr
Part-time Service Clerk	after 60 days	\$0.25/hr

Then any remaining GWI's as listed above.

B. Full-time General Merchandise Clerks:

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

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

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

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

Employees hired/appointed after 2/24/2013 shall receive the next GWI after they reach the highest rate in the table.

C. General Merchandise Clerks shall be a separate classification.

D. The definition of General Merchandise is Health & Beauty Aids, plus the following types of commodities: cookware, small plastics, Rubbermaid, glasses/mugs, matchbox toys, magazines, twin closet supplies, paint, glues/sealers, bathroom accessories, shelf lines, cosmetics, kitchen gadgets, hardware, automotive, cards, sewing needs, hair care, party goods, and any similar categories.

E. The distinction between General Merchandise Clerk and others in the store is to be furthered by use of aprons.

F. The intent of this classification is not to displace existing people now performing the function.

G. General Merchandise Clerks are only to be used in stores with over 300 linear feet of general merchandise.

H. Seniority shall be within the General Merchandise Department only.

Section 12 – Bake Off

A. Part-time Bake-Off Employees:

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

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

Employees hired after 2/24/2013:

Part-time Full-rated Clerk	after 30 days	\$0.30/hr
Part-time Service Clerk	after 60 days	\$0.25/hr

Then any remaining GWI's as listed above.

B. Full-time Bake-Off Employees

1. Full-time

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

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

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

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

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

2. Full-time Lead Bake-Off Employees

Those employees appointed to Lead Bake Off on or after 2/24/2013 shall receive the greater of \$20/week over their rate at the time of appointment, or \$625/week, and any applicable General Wage Increases thereafter.

C. Sunday and holiday rotation shall be within the department.

D. Seniority shall be within the Bake-off Department only.

E. Employees may be scheduled up to five (5) nights at straight time.

F. Starting time shall be 5:00 AM at straight time.

Section 13 – Night Stockers

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

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

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

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

C. For night stockers scheduled for seven (7) or more consecutive hours the lunch period will consist of one-half (1/2) hour to be taken during the shift. Time taken for lunch will be considered as working time. No provisions are made for rest periods.

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

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

F. **Full-time Night Crew**

1. **Night Crew Chief**

Those appointed to Full-time Night Crew Chief on or after 2/24/2013 shall receive the greater of \$20/week over their rate at the time of appointment, or \$711/week, and any applicable General Wage Increases thereafter.

2. **Full-time Night Crew Clerk**

Any employee assigned to the night crew after 2/21/82 will be paid a premium of \$1.00 per hour over the applicable rates as provided in Sections 3, 11, 12 or 14 of this Article as well as the applicable General Wage Increases described in these Sections on 2/24/2013.

G. **Part-time Night Crew**

1. Any employee assigned to the night crew after 2/21/82 will be paid a premium of \$1.00 per hour over the applicable rates as provided in Sections 8, 11, 12 or 14 of this Article as well as the applicable General Wage Increases described in these Sections on 2/24/2013.
2. A part-time night stocker shall be scheduled for at least eight (8) hours per night on the night shift. All part-time employees hired or appointed to the night crew after February 12, 1994 may be scheduled six (6) hours per night on the night shift. A part-time night stocker may work a shift of fewer than six (6) hours provided the employee signs a written waiver. All part-time night stockers hired prior to March 7, 2010, may be scheduled for at least four (4) hours per shift, on a voluntary basis. All part-time night stockers hired after March 6, 2010, shall be scheduled for at least four (4) hours per shift. No full-time night stocker shall be reduced in hours as a result of introducing a part-time night stocker.
3. The minimum part-time night crew rate shall be the contract rate plus the night shift hourly premium as described above.
4. Part-time night crew employees who return to non-night crew hours shall receive the appropriate part-time rate based on their seniority and position.

Section 14 – Service Departments

A. **Part-time Service Clerks**

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

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

Employees hired after 2/24/2013:

Part-time Full-rated Clerk	after 30 days	\$0.30/hr
Part-time Service Clerk	after 60 days	\$0.25/hr

Then any remaining GWI's as listed above.

B. **Full-time Service Clerks**

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

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

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

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

Employees hired/appointed after 2/24/2013 shall receive the next GWI after they reach the highest rate in the table.

Section 15 – Credit for Part-time Hours

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

Section 16 – Relief Manager

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

Section 17 – Pharmacy Technician

The hiring range for the Part-time Pharmacy Technician classification will be \$9.75 - \$12.50 and the hiring range for Full-time Pharmacy Technicians will be \$12.25 - \$15.75. Part-time and Full-time Pharmacy Technicians are eligible for appropriate General Wage Increases.

Section 18 – Emergency Call-In

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

Section 19 – Minimum Wage

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

Section 20

One full-time day dairy clerk as designated by the Company: \$10.00 weekly premium.

ARTICLE 15 VACATIONS

Section 1 - Eligibility

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

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

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

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

Eligibility for Vacation Benefits as of January 1

- A. Once an employee has qualified for one week's vacation benefits he is thereafter eligible for one week of vacation with pay as of January 1 of the succeeding year. The second week's vacation shall be taken on or after the second anniversary date.
- B. Once an employee has qualified for two weeks' vacation benefits he is thereafter eligible for vacation benefits as of January 1 of each succeeding year.
- C. Eligibility for the third, fourth and fifth week of vacation is effective as of January 1 of the year in which the appropriate anniversary occurs.
- D. All vacation time earned shall be taken during the year in which eligibility occurs, except employees hired on or after December 1st of any year will have until March 1st of the following year to use the vacation accrued after one (1) year service.
- E. If an employee does not take his vacation by December 31 because of a request by the Employer, the Employer shall pay the employee his appropriate vacation pay and he shall not be given compensating time off.

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

Section 2

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

Section 3

A. Vacation Pay - Full-time Employees

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

B. Vacation Pay - Part-time Employees

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

- C. If a requested vacation check is not received by the employee, then the Store Manager shall pay the employee out of store cash prior to the employee leaving for vacation.

Section 4

A. First and Second week vacations

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

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

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

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

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

Section 5

Full-time employees with one or more years of continuous full-time employment, and eligible for three or more weeks of vacation time, may use only one week of vacation in days upon request of the employee.

**ARTICLE 16
MANAGEMENT**

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

**ARTICLE 17
INJURIES**

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

In the case of injuries sustained on the job, the Company shall continue to make contributions for eligible employees to the Health and Welfare and Pension Funds for a period of up to six (6) months. Pension contributions shall be based on forty (40) hours

per week for full-time employees, and average hours in the four (4) weeks prior to the week of the injury in the case of part-time employees.

Section 6

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

**ARTICLE 18
JURY DUTY**

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

**ARTICLE 19
MILITARY DUTY**

Section 1

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

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

Section 2 – Emergency National Guard Duty

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

Section 3 - Mandatory Military Physicals

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

Section 4

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

Section 5

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

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

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

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

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

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

ARTICLE 20 BEREAVEMENT

Section 1

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

Section 2

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

Section 3

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

Section 4

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

Section 5

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

ARTICLE 21 HEALTH & WELFARE

The Company's Health and Welfare obligations are set forth in an Attachment to this Collective Bargaining Agreement.

ELIGIBILITY FOR CONTRIBUTIONS

Full-time Employees - All full-time employees who are in the active employ of the Employer the first day of the month following thirty (30) days of full-time employment.

Part-time Employees - All part-time employees in the active employ of the Employer the first day of each month and who have twenty four (24) months of continuous part-time service. Effective on the date listed below, the contribution shall be the first day of each month and for all who have 12 months of continuous part-time service.

Effective January 1, 2014 (or May 1, 2014 if it is demonstrated that the later effective date will satisfy the health fund's ACA obligations and the employer's ACA mandate), a redesign of the trust fund part-time health care package to work in conjunction with state and federal medical and prescription drug programs under the Affordable Care Act.

Dental insurance, vision coverage, life insurance, AD&D, and accident and sickness benefits will continue to be provided to eligible part-time associates through the UFCW and Participating Employers Interstate Health and Welfare fund and the company will contribute to the fund for each eligible associate to provide those benefits. Current employees and new hires will continue to be eligible for ancillary benefits after one year of service. All associates will have continuing contact with the trust fund after one year of service.

ARTICLE 22 RETIREMENT

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

Contributions:

Full-time Employees

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

Part-time Employees

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

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

For all full-time and part-time employees, the Company will continue to provide the necessary contributions to the National Pension Fund to maintain the current level of benefits for future service.

ARTICLE 23 NO STRIKES - NO LOCKOUTS

Section 1

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

Section 2

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

ARTICLE 24 CROSSING PICKET LINE

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

ARTICLE 25 GRIEVANCE AND ARBITRATION

Section 1

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

Section 2 – Grievance Procedure

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

the union and the Company shall meet as expeditiously as possible to try and settle grievances at the earliest possible step, but in all instances no later than the time frames indicated below:

First Step

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

Second Step

The Union and the Company shall meet within seven (7) business days of the first (1st) step meeting in an attempt to settle the grievance.

Third Step

If the grievance is not settled at the second (2nd) step meeting, the Union and the Company shall meet within ten (10) business days in an effort to settle the grievance. In the event the grievance is not settled in the third (3rd) step, it shall be submitted to arbitration in accordance with Section 3.

By mutual agreement, the Union and the Company may extend the time limits set forth at any step of the grievance process.

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

Section 3 – Arbitration Procedure

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

Section 4

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

Section 5

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

Section 6

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

Section 7

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

Section 8

A Grievance which affects a substantial number of employees may be presented at a combined first (1st) and second (2nd) step meeting between the Union and the Company.

**ARTICLE 26
SENIORITY**

Section 1

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

1. Voluntary quit;
2. Layoff due to lack of work for twelve (12) months;
3. Discharge for cause;
4. Failure to return to work within the time allowed after a layoff or leave of absence;
5. One who works elsewhere while on a leave of absence without express permission in writing from the Employer to be so employed.

Section 2

- A. The date determining a full-time employee's employment date for purposes of seniority consideration in layoffs due to lack of work is the date he was either employed for, or appointed to, full-time work; except that where a full-time employee has had prior continuous service as a part-time employee before being appointed to full-time work and has worked full-time for a continuous period of

four (4) months, he shall be credited one (1) month for each two (2) months of part-time service in establishing his employment date for purpose of layoff by seniority.

- B. The Employer shall furnish twice yearly, the local union with an up-to-date seniority roster of the employees for the Local's area showing the employee's name, classification and seniority date. There shall be a separate seniority list for full-time and part-time employees.

Section 3

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

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

In connection with a layoff or store closing, the Company shall have the right and in its sole discretion, in lieu of bumping, to offer part-time associates, with consideration of seniority and availability, to transfer to positions and stores selected by the Company upon prior notice and approval of the Union.

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

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

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

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

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

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

Section 4

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

Section 5 – Severance Pay

A. ELIGIBILITY - To be eligible for severance pay, an employee must:

1. Be hired or appointed to full-time prior to 2/21/82;
2. Be a full-time employee with a minimum on one year's continuous service
3. Have been laid off for lack of work;
4. not be working with the Employer on a part-time basis;
5. Have either exhausted his recall rights or has chosen at the time of layoff to forfeit his recall rights.

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

C. An employee hired or appointed to full-time after 2/21/82 will be eligible for severance pay provided such employee:

1. Is a full-time employee with a minimum of one year's continuous service;
2. Was working in a store that was sold to another retail food company;
3. As a result of (2) was laid off for lack of work;
4. Is not working for the Employer;
5. Has either exhausted his recall rights or has chosen, at the time of layoff, to forfeit his recall rights.

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

Section 6

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

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

Section 7

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

Section 8

Notification of layoff shall be as follows:

Full-time Employees - one week or one week's pay in lieu of notice

Part-time Employees - by 3:00 PM on Friday or, in the event of store closing, one week's notice.

Section 9 – Promotion

- A. The Employer shall continue its efforts to train senior employees to fill higher rated classifications. Promotions to classified positions shall be made from full-time

employees only; except, however, promotion to Full-time Cash Department Head may be from Part-time.

- B. In the matter of promotions, the Employer shall have the right to exercise its judgment on fitness and ability and shall make the determination after giving due regard to seniority and after considering suggestions and recommendations of the Union.

Section 10

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

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

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

Section 11

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

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

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

Section 12

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

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

Section 13

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

**ARTICLE 27
UNION CHECKOFF**

Section 1

The Employer agrees that it will deduct from the wages of the employees, the initiation fee and monthly/weekly dues and arrears uniformly required by the Union, provided it has a signed authorization from the employee, and will forward same to the Union, during the month in which it is deducted, together with a list of the employees from whom such deductions were made.

Section 2

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

Section 3

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

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

**ARTICLE 28
WORK SCHEDULES**

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

**ARTICLE 29
POLYGRAPH**

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

**ARTICLE 30
TRANSFERS**

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

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

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

**ARTICLE 31
TRANSPORTATION**

Section 1

The calculation for travel pay shall be that whenever an associate is transferred to a store beyond what he/she normally travels to their home store, the associate will be compensated for all miles traveled in excess of what they normally travel, or fifteen (15) miles in each direction, whichever is greater. If the associates travel to their home store is less than fifteen (15) miles, then any travel pay will be calculated, once they

travel beyond fifteen (15) miles from their home. (Examples of travel pay can be found in Letter of Understanding II on page 76)

Section 2

Whenever an employee is transferred to a store and uses their vehicle to go to and from work they shall receive mileage allowance at the then current and applicable IRS rate per mile for miles traveled in excess of thirty (30) miles per day or their home store whichever is greater. Travel pay will be taxable.

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

**ARTICLE 32
BULLETIN BOARDS**

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

**ARTICLE 33
VALIDITY**

Section 1

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

Section 2

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

Section 3

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

**ARTICLE 34
TIME CLOCKS**

- A. The Employer agrees that it shall have time clocks in all stores covered by this Agreement.
- B. All employees in the bargaining unit shall properly record their time on the time cards.
- C. An employee reporting for work shall punch his time card when ready for work with his store uniform on.
- D. An employee having finished his work day shall punch out before removing his store uniform.
- E. Payrolls shall be prepared from the time card.
- F. All employees must punch in and out using their company provided time badge. In the event the badge is lost or stolen, a new badge will be issued.
- G. Material falsification of any time card shall result in severe disciplinary action.

**ARTICLE 35
STEWARDS**

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

**ARTICLE 36
MANAGEMENT TRAINEES**

It shall be understood that Management Trainees are being trained for positions outside the bargaining unit. The Employer shall notify the local union involved when employee is designated as a Management Trainee. Under normal circumstances, the management training period in the stores will not exceed four (4) months, unless it is mutually agreed the training period will be extended.

**ARTICLE 37
STORE CARDS/DECALS**

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

**ARTICLE 38
WAGE STATEMENT**

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

**ARTICLE 39
SICK LEAVE**

Section 1 – Full-time Employees

Full-time employees in the employ of the Employer shall be eligible to receive nine (9) days paid sick leave on a calendar year basis:

For the year 2013	Nine (9) days
For the year 2014	Nine (9) days
For the year 2015	Nine (9) days

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

Section 2 – Part-time Employees

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

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

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

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

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

Section 3

In lieu of the above provisions, Grocery and Produce Department Heads shall receive up to four (4) weeks' supplementary pay, as needed, for each illness or accident. Effective with the contract year beginning February 11, 2001, in the event that a Produce or Grocery Department Head who is entitled to four (4) weeks supplemental pay per illness, does not take any sick leave during the sick leave year, then (s)he will receive forty (40) hours pay at their straight time hourly rate at the end of each sick leave year.

Section 4

Employees may use sick leave to care for family members (child, spouse, or parent).

Section 5

All full-time and part-time employees shall be eligible to use sick time on an hourly basis for time lost in a partial day due to illness.

**ARTICLE 40
AUTOMATION - MECHANIZATION - NEW CLASSIFICATIONS**

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

**ARTICLE 41
INTERPRETATION OF AGREEMENT**

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

**ARTICLE 42
DURATION**

This Agreement shall take effect February 24, 2013 and shall continue in full force and effect until midnight February 27, 2016, and shall be continued for an additional year unless sixty (60) days prior to February 23, 2013, either the Union or the Employer gives written notice by certified mail to the other that it desires to amend or terminate this Agreement. During negotiations of any proposed new agreement or amendments, the terms of this Agreement shall remain in full force and effect.

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

UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION
CLC

By *David P. Fleming*
President, UFCW Local 328

THE STOP & SHOP SUPERMARKET
COMPANY LLC

By *Gail South*
New England Division Vice President

EXHIBIT A

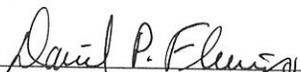
MEMORANDUM OF UNDERSTANDING

Industrial Accident Claims

The following understanding between UFCW Local 328 is made part of the Collective Bargaining Agreement dated February 24, 2013:

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

FOR THE UNION:



President, UFCW Local 328

FOR THE EMPLOYER:



New England Division Vice President

EXHIBIT B

February 24, 2013

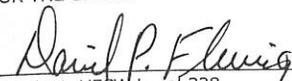
MEMORANDUM OF UNDERSTANDING

Part-time Employees Waive Minimum Schedules

The following understanding between UFCW Local 328 and The Stop & Shop Supermarket Company LLC is a term of and is made a part of the Collective Bargaining Agreement dated February 24, 2013:

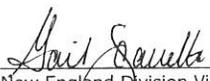
A part-time employee who desires to be scheduled for less than the minimum schedules set forth in Article 12, Section 2(B) of the 2013 - 2016 Agreement may be scheduled for less than such minimums, provided the employee signs a written waiver.

FOR THE UNION:



President, UFCW Local 328

FOR THE EMPLOYER:



New England Division Vice President

EXHIBIT C

MEMORANDUM OF AGREEMENT
Store Closings – Zones

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

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

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

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8
1	429	4	14	70	12	3	701	7
5	433	33	17	71	22	6	703	73
11	446	40	20	98	64	8	707	432
15	451	44	28	421	66	19	708	490
18	455	75	35	427	87	37	709	704
32	459	89	38	473	90	57	710	705
39	460	413	54	493	406	79	714	712
43	471	416	55		422	85	716	721
49	480	418	82		423	91	718	722
53	491	430	402		425	434	720	724
62	492	462	415		461	481	723	725
67	496	472	444		470	489	726	727
81	498	494	469		474	497	729	443
88	499		478		475	2404	731	490
92	776		482		2403	2700	736	2701
93	2406		483		2413		737	
96	2410		484		2422		739	
407	2411		487				2607	
410			2414				2702	
412								

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

FOR THE UNION:

David P. Fleming
President, UFCW Local 328

FOR THE EMPLOYER:

Gail Squelb
New England Division Vice President

EXHIBIT D

MEMORANDUM OF UNDERSTANDING

A&P Employee Seniority Dates

The following understanding between UFCW Local 328 and The Stop & Shop Supermarket Company LLC is a term of and is hereby made part of the Collective Bargaining Agreement dated February 24, 2013.

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

FOR THE UNION:

David P. Fleming
President, UFCW Local 328

FOR THE EMPLOYER:

Gail Squelb
New England Division Vice President

EXHIBIT F

MEMORANDUM OF UNDERSTANDING

Former Purity and Edwards Employees – Seniority Dates

The following understanding between the UFCW Local 328 and The Stop & Shop Supermarket Company LLC is a term of and is hereby made a part of their Collective Bargaining Agreement dated February 24, 2013.

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

FOR THE UNION:

David P. Flinnig
President, UFCW Local 328

FOR THE EMPLOYER:

Mari Samuels
New England Division Vice President

EXHIBIT J

Health & Welfare

Effective January 1, 2014

Full-Time Associates

The full-time plan offered will be compliant with the Affordable Care Act.

Eligible full-time associates who elect coverage will contribute on a weekly pre-tax payroll deduction as specified below:

Table with 5 columns: Date, Associate, Associate + Spouse, Associate + Child(ren), Family. Rows for January 1, 2014 and January 1, 2015.

Full-time associate contributions will increase when the full time company contribution increases. In no event will associate contributions increase before January 1, 2014.

No plan design changes to full-time associates coverage.

Part-Time Associates

Effective January 1, 2014 (or May 1, 2014 if it is demonstrated that the later effective date will satisfy the health fund's ACA obligations and the employer's ACA mandate), a re-design of the trust fund part-time health care package to work in conjunction with state and federal medical and prescription drug programs established under the Affordable Care Act.

Dental insurance, vision coverage, life insurance, and accident and sickness benefits will continue to be provided to eligible part-time associates through the UFCW and Participating Employer's Interstate Health and Welfare Fund and the company will contribute to the fund for each eligible associate to provide those benefits. New hires will continue to be eligible for ancillary benefits after one year of service. All associates will have continuing contact with the trust fund after one year of service.

Part-Time Associates not Meeting the Affordable Care Act Definition of Full-Time

Each eligible part-time associate with two years of service not qualifying for coverage based on hours (as provided below) will be given an annual option to elect either:

a) A Health Savings Account with the annual company contribution defined below to coordinate with their high-deductible health plan from a state or federal exchange or other source.

	HSA Annual Contribution
Hired before 3/1/2010	\$1500
Hired on or after 3/1/2010 and before 2/24/13	\$750
Hired on or after 2/24/2013	\$500

This HSA will be the property of the electing associate and be administered by the trust fund.

The HSA could be used by:

- Associates electing a high deductible plan through the health care exchanges
- Associates with high deductible coverage through a spouse's plan

High deductible plans will generally have lower premiums than a similar plan with lower deductibles.

b) Annual Benefit Bonus in the Amount Below

	Annual Benefit Bonus Amount
Hired before 3/1/2010	\$750
Hired on or after 3/1/2010 and before 2/24/13	\$375
Hired on or after 2/24/2013	\$250

Part-Time Associates Meeting the Affordable Care Act Definition of Full-Time

Part-time associates meeting the Affordable Care Act definition of full-time (based on a 12-month look-back) will be offered, through the trust fund, compliant individual-only health and prescription coverage with the features below. Coverage for dependent children as defined by the ACA will be offered with the full cost payable by the associates.

Those associates opting out of health coverage will be eligible to elect the HSA or the Benefit Bonus and will be eligible for ancillary benefits. The HSA could be used by associates with high deductible coverage through a spouse's plan.

Plan Design Features:

- \$300 deductible individual
- \$2500 out of pocket maximum
- 70% co-insurance for medical/Rx for in-network
- 70% co-insurance for medical/Rx for out of network

	(Weekly Pre-Tax) PT Associate Contribution
January 1, 2014	\$13
January 1, 2015	\$14

Ancillary Benefit Improvements

The short-term disability benefit for full-time associates is improved by \$20/week.

The short-term disability benefit for part-time associates is improved by \$10/week.

Funding – Company Contributions

The company contribution rates to the UFCW and Participating Employer's Interstate Health and Welfare Fund for each eligible associate will be as follows except that no rate increase will take effect if the fund reserve level exceeds 3 months (exclusive of incurred but not reported claims). The 2 month maintenance of reserve provision remains in effect. The 30-hour part-time contribution will be made only on those electing coverage.

	Monthly FT Contribution (Including opt outs)	Monthly PT Contribution (Including opt outs)
Current	\$811	\$255

	Monthly FT Contribution (Including opt outs)	Monthly 30+ Hour PT Contribution for those electing health coverage	PT Monthly Ancillary benefits only (including 30+ Hour PT who opt out)
January 1, 2014	\$1021	\$484	\$40 + HSA/Bonus
January 1, 2015	\$1100	\$521	\$45 + HSA/Bonus

Company contributions to the UFCW and Participating Employer's Interstate Health and Welfare Fund for each month will be paid on or near the 20th day of each month with no pre-funding.

Medical Network

The parties recommend that the trustees commence a competitive bid process for the medical network for the Health & Welfare plan that contains at least 3 (three) leading providers. At the latest, the process will be completed soon enough to allow, if appropriate, a vendor change for the 2014 calendar year.

Health Care Reform

Should there be material changes in the Affordable Care Act, including but not limited to the amount of premium assistance tax credits and cost sharing reductions, delay in the implementation of the exchanges, and /or additional cost to the fund or employer from any health benefits mandates caused by legislation, regulation or court rulings, the parties shall meet at the request of either party to appropriately reallocate the total bargained economics in response to the new requirements while preserving the parties' overall bargaining intent and without increasing the total bargained package.

Health Care Education

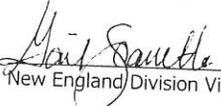
The Company will pay \$ 75,000 in the aggregate for Locals 1445 and 328 to the Interstate Health Fund to establish a program to assist associates in health care selections.

FOR THE UNION:



President, UFCW Local 328

FOR THE COMPANY:



New England Division Vice President

EXHIBIT M

MEMORANDUM OF UNDERSTANDING HOME DELIVERY

The following understanding between UFCW Local 328 and The Stop & Shop Supermarket Company LLC, originally agreed to June 18, 1999, is hereby incorporated into their Collective Bargaining Agreement (CLERKS) dated February 24, 2013:

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

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

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

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

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

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

emergency basis or during downtime.

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

18. Delivery employees who normally work a ten-hour (10) day, forty-hour (40) work schedule during a holiday week shall be paid for ten (10) hours holiday pay when they are scheduled for thirty (30) hours during the holiday week.
19. No delivery employee shall be required to work longer than a twelve-hour (12) shift. Anyone working longer than twelve (12) hours shall be on a voluntary basis only.
20. The Company agrees to have a Peapod union associate from each store delivery facility included in the Safety Committee for the home store.
21. The Company agrees to pay the cost of the required physical (not to exceed one physical every two years) for each Home Delivery driver.
22. Following the ratification, an executive meeting to be held with Peapod/Stop & Shop and the union to discuss safety and operational issues, including hazardous and dangerous road conditions.

Agreed to and accepted as of February 24, 2013

FOR THE UNION:


President, UFCW Local 328

FOR THE EMPLOYER:

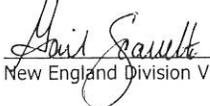

New England Division Vice President

EXHIBIT N

MEMORANDUM OF UNDERSTANDING

The following understanding between UFCW Local 328 and The Stop & Shop Supermarket Company LLC is a term of and is hereby made part of the Collective Bargaining Agreement dated February 24, 2013:

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

FOR THE UNION:


President, UFCW Local 328

FOR THE EMPLOYER:


New England Division Vice President

EXHIBIT O

PENSION (CLERKS)

Full-time associates

The Company will make contributions to the UFCW Union-Industry Pension Fund at the current AUCR levels that will maintain the current future service monthly benefit levels for the life of the agreement.

Part-time associates

The Company will contribute to the UFCW National Pension Fund the amount necessary (including any applicable surcharge) to maintain the current level of benefits for future service as reduced for new hires per the rules of the UFCW National Pension Fund.

Effective Date:

February 24, 2013

\$69.00

The Company and the Union will make a request to the Board of Trustees of the National Fund that the special AUCR reserve negotiated in the 1997 agreement will fund increased past service benefits for eligible employees the period of July 1, 1997 to June 30, 2000, subject to the approval of the Board of Trustees of the National Fund.

FOR THE UNION:


President, UFCW Local 328

FOR THE EMPLOYER:


New England Division Vice President

EXHIBIT P

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

Memorandum of Agreement

Pursuant to the Memorandum of Agreement between The Stop & Shop Supermarket Company, and UFCW Local 328 dated June 4, 1999 in which the parties agreed that the employees in the Nantucket store shall be merged into the bargaining units represented by Local 328 in the so-called Boston Stores Division, the parties agree that the following provisions of the current collective bargaining agreement between the parties for the Nantucket store (effective June 6, 1999 to February 10, 2001) shall be applicable to the Nantucket store notwithstanding any contrary provisions of the collective bargaining agreements between the parties effective February 18, 2007 for the clerks and meat employees:

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

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

SIGNATURES ON FILE

EXHIBIT Q

MEMORANDUM OF UNDERSTANDING

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

Each of the parties to this Memorandum of Understanding agrees that the past practices existing between and among them regarding transfers, layoffs, reductions resulting from store closings and bumping shall continue in full force and effect, notwithstanding the fact that the successor contracts effective February 24, 2013 – February 27, 2016 are executed by the Company and Locals 328 and 1445 separately.

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

FOR THE UNION:


President, UFCW Local 328

FOR THE EMPLOYER:


New England Division Vice President

LOCAL 1445 SIGNATURE ON FILE

LETTER OF UNDERSTANDING I

LEAVE OF ABSENCE

February 24, 2013

In extreme circumstances, the Union and the Company will meet to discuss extending the one (1) year maximum, if applicable.

FOR THE UNION:



President, UFCW Local 328

FOR THE EMPLOYER:



New England Division Vice President

LETTER OF UNDERSTANDING II

TRANSPORTATION

February 24, 2013

Example #1:

An employee travels ten (10) miles from his home to his home store. He is then transferred to a store that is twenty-five (25) miles from his home. Travel pay would not commence until the employee has traveled fifteen (15) miles. He would therefore be paid for travel of ten (10) miles in each direction per day. 10 miles x the IRS rate.

Example #2:

An employee travels twenty-five (25) miles from his home to his home store. He is then transferred to a store thirty (30) miles from his home. Because the employees' normal travel to his home store is twenty-five (25) miles, he would be compensated for five (5) miles in each direction. 5 miles x IRS rate

Example #3:

An employee travels twenty-five (25) miles from his home to his home store. He is then transferred to a store twenty (20) miles from his home. There would be no compensation for travel, because the employee did not travel beyond his normal travel to his home store. He must surpass that distance before travel pay starts.

FOR THE UNION:



President, UFCW Local 328

FOR THE EMPLOYER:



New England Division Vice President

LETTER OF UNDERSTANDING III

SCHEDULING OF OVERTIME SUNDAY AND HOLIDAYS

February 24, 2013

The Employer will continue to endeavor to provide a fair and equitable number of scheduled hours for both full and part-time employees on Sundays and holidays.

FOR THE UNION


President, UFCW Local 328

FOR THE EMPLOYER


New England Division Vice President

LETTER OF UNDERSTANDING IV

HEALTH & WELFARE

February 24, 2013

The Company agrees that they will continue to make contributions to the Fund that are sufficient to maintain appropriate minimum Fund reserve levels, exclusive of IBNR, of two (2) months, as defined in the Memorandum of Agreement March 4, 2013.

FOR THE UNION:


President, UFCW Local 328

FOR THE EMPLOYER:


New England Division Vice President

LETTER OF UNDERSTANDING V

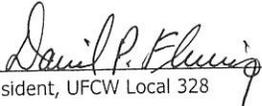
MINIMUM HOURS AND HEALTH & WELFARE COVERAGE WAIVER

February 24, 2013

Part-time employees hired on or after March 11, 2007 who have filed a minimum hour's waiver will not be eligible for health and welfare benefits through the plan. The minimum hour's waiver will explain to the employee in language mutually agreeable to the Company and the Union that he/she is not eligible for health and welfare benefits if he/she waives minimum hours. If an employee later revokes the minimum hours waiver, the employee will become eligible for health and welfare benefits on the first day of the next calendar month, provided he/she meets the continuous service requirement.

In any event, the Company will pay the applicable monthly contribution for each eligible, part-time employee whether or not the minimum hours are in effect.

FOR THE UNION:


President, UFCW Local 328

FOR THE EMPLOYER:


New England Division Vice President

LETTER OF UNDERSTANDING VI

ACA Base-line Group

February 24, 2013

Goal: Avoid ACA incentive to depress current associates' part-time weekly hours below 30.

Control Steps:

1. Identify the associates currently averaging 30 weekly hours of work over the prior 12 months (the "base line group") and hired before 2/24/2011.
2. To remain in the base line group, associates must be active throughout the review period and may not have their availability restricted at their request or by the seniority provisions of the respective contracts. Notwithstanding the foregoing, associates absent because of military leave or FMLA leave shall remain in the base line group.
3. In each successive year, if 5% or more of the remaining members of the base line group would lose health eligibility because they no longer meet the full-time definition of the ACA, then all associates in the recent group remain benefit eligible.
4. This side letter continues until the end of this agreement.

FOR THE UNION:


President, UFCW Local 328

FOR THE EMPLOYER:


New England Division Vice President

LETTER OF UNDERSTANDING VII

Authorized Retailer: Work 'N Gear

February 24, 2013

The Company shall add Work 'N Gear as an authorized retailer. There will be no change to the shoe allowance of \$25 for safety shoes for eligible associates.

FOR THE UNION:


President, UFCW Local 328

FOR THE EMPLOYER:


New England Division Vice President

TERMINATION / LEAVE OF ABSENCE

All members on an approved leave of absence and/or upon termination of employment, regardless of the circumstances, shall be withdrawn from Local 328, providing they are members in good standing. Members in good standing are those who have paid their current dues and initiation fees. The withdrawal goes into effect the first of month following a termination or a leave of absence.

Members who return to their former position or are employed at any facility represented by the United Food and Commercial Workers International Union will not be required to pay any initiation fee. Your withdrawal will be on file in the International's master computer as a permanent record in a withdrawn status.

Please contact the Union office when you return to work. Dues are required for the entire month in which a member returns to work.

NAME AND/OR ADDRESS CHANGES

To ensure that you will continue to receive the LOCAL 328 UNION VOICE, WORKING AMERICA or any other correspondence, we urge all members with name and/or address changes to contact the Local 328 office.