

AGREEMENT

PEAPOD/HOME DELIVERY DRIVERS

WITH

THE STOP & SHOP SUPERMARKET COMPANY LLC

AND

LOCAL UNION 371

CHARTERED BY

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

Effective Date: August 11, 2019

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AGREEMENT

This Agreement, entered into as of the 11th day of August, 2019 between The Stop & Shop Supermarket Company LLC, hereinafter called the "Company," and Local Union 371, Chartered by the United Food and Commercial Workers Union, AFL-CIO-CLC, as party of the second part; hereinafter called the "Union", for and on behalf of the Home Delivery Drivers and Dispatchers at the facilities listed in the Appendix.

PREAMBLE

SECTION 1 - It is the intent and purpose of the parties hereto that this Agreement shall promote a harmonious relationship between the Company and its employees, as represented by the Union, and shall set forth herein rates of pay, hours of work, and working conditions of employment to be observed between the parties hereto. It is recognized by both parties that they have a mutual interest and obligation in maintaining friendly cooperation between the Company and the Union which will permit safe, harmonious, and efficient operation of the Company's business.

SECTION 2 - The Company and the Union encourage the highest possible degree of practical, friendly cooperative relationships between their respective representatives at all levels between the Company and all employees. The officers of the Company and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Company and the employees.

ARTICLE I RECOGNITION

SECTION 1 - It is agreed that Local 371 UFCW is respectively the duly authorized representative of the Home Delivery Drivers and Dispatchers, in all of the Company's store locations and any future store locations the Company may operate in the area constituting the jurisdiction of Local 371 UFCW.

Effective January 1, 2020, the Company shall have the right to move all on-site zone dispatching work to a centralized location outside of Local 371's jurisdiction. However, should the Employer revert back to utilizing Dispatchers on-site or at a centralized location in Local 371's jurisdiction, Dispatchers will, at that time, be covered by the terms and conditions of the Collective Bargaining Agreement.

The Company recognizes and acknowledges the Union as the sole collective bargaining agency and representative of the employees set forth above, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. Persons included in the bargaining unit as herein defined are hereinafter referred to as Employees. A duly authorized representative of the respective Local Union will constitute the Union Representative in all negotiations between the Company and the Union.

SECTION 2 - The Employer and the Union agree that they will not discriminate against any employee because of race, color, religion, age, sex, sexual orientation, disability, national origin, genetic information, or gender identity or expression.

ARTICLE 2
MANAGEMENT

SECTION 1 - All matters having to do with the management of the business of the Company, and all policies, authority, and responsibility for the conduct of the same, the management of the working forces, the right to hire, promote and for proper cause to transfer, suspend or discharge, are the proper prerogatives of the Company, provided that such actions are not inconsistent with the provisions of this Agreement and are not taken to avoid provisions of this Agreement.

SECTION 2 - The Company agrees to supply its supervision with copies of this Agreement and assumes full responsibility for their observance of its terms.

SECTION 3 - The Union agrees to do everything within its power to enforce rules and regulations of the Company, and, through advice, instructions, and example, to maintain the highest standard of work.

SECTION 4 - In the event the Union has evidence 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 Company agrees to supply the Union within fourteen (14) days with payroll data regarding the particular claim.

ARTICLE 3
MEMBERSHIP IN UNION

SECTION 1 - When new employees are to be hired for the bargaining unit as defined in Section 1 of the Agreement Clause, the Union 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.

SECTION 2 - All employees shall become and remain members in good standing of the Union as a condition of employment after 30 days following the beginning of their employment, or after 30 days following the execution date of this Agreement, whichever is the later. All employees shall be subject to a 90-day probationary period beginning from their first work day with the Employer, the probationary period may be extended by an additional 30 days by the Company with notification to the Union. Discharges during the probationary period are not subject to the grievance and arbitration clause.

SECTION 3 - The Union agrees that it will admit to and retain in membership all employees without discrimination so long as such employees tender the initiation fee, periodic dues and assessments uniformly required for membership by the Constitution of the International Union and the By-Laws of the Local Union.

SECTION 4 - In the event that any employee fails to comply with the membership provisions provided for in this Article, or fails to tender the initiation fee and periodic dues uniformly required as a condition for membership, the Union may notify the Company in writing requesting the dismissal of such employee. The said employee shall be discharged by the Company within seven (7) days of receipt of said notice, provided that such discharge shall be permitted by law.

SECTION 5 - The Union will be notified of new employee orientations and will be allowed a reasonable amount of time, up to fifteen (15) minutes, to engage new employees.

The Union shall indemnify and hold the Company 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 Company for the purpose of complying with this Article. The Company reserves the right to conduct periodic fitness for duty tests and screening. Any screening issues for Employees on board as of the effective date of this Agreement, shall be subject to the grievance procedures contained herein.

ARTICLE 4 CHECKOFF

SECTION 1 - The Company agrees to deduct weekly Union dues and initiation fees, including arrears, from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an electronic or paper authorization card for such deductions.

SECTION 2 - The Company agrees to send to each respective Local Union a copy of the employee's authorization card electronically within fourteen (14) days of hiring or rehiring date and to continue to remit to the respective Local Union the dues and arrears so collected.

SECTION 3 - The Company will deduct amounts due any Credit Union affiliated with the Local Union and forward the same to the Credit Union, provided that the Company receives from the employee a signed form which authorizes such deductions.

SECTION 4 - The Employer agrees to deduct weekly 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 5 NO STRIKES, LOCKOUTS

SECTION 1 - It is mutually agreed by the parties to this Agreement that there shall be no strike or stoppage of work by the Union, nor shall there be any lockout by the Company during the life of this Agreement, and that any difference or misunderstanding which may arise between the contracting parties shall be amicably adjusted by and between the parties themselves, and if the parties themselves cannot amicably adjust the difference, then the matter shall be referred to Arbitration as provided for in this Agreement.

SECTION 2 - The Company agrees that it will not hold the Union or its International or Local Officers or Officials liable or responsible for any unlawful or illegal acts of its individual members in causing or participating in unauthorized strikes, slowdown, walkouts, or stoppages of work provided that: in the event of a threat of, preparation for, or the actuality of any unauthorized work stoppage, slowdown, walkout or strike, the Union and all of its officials will take every reasonable action to

prevent and to stop such proceedings by any of its members.

SECTION 3- It is understood and agreed that, in the event of a strike by a Union having contractual relations with the Company, 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 6
VACATIONS

SECTION 1

- A. The regular vacation season shall be from January 1 to December 31 in any one (1) year for all employees.

- B. The Company shall post vacation forms by December 15 of the preceding year to permit selection of the third, fourth and fifth weeks of vacation for those who may be eligible. The regular vacation schedule shall be posted by April 15.

- C. Preference for selection of vacation periods shall be as follows:
 - 1. Full-time employees by seniority
 - 2. Part-time employees by seniority

SECTION 2

A. Eligibility - All employees shall be eligible for vacations on their anniversary date of employment on the following basis (Employees on board as of the effective date of this Agreement, shall be given credit for their Aldworth/Stop & Shop date of hire for purposes of eligibility only):

1st anniversary date of continuous employment –	1 week's vacation
2nd anniversary date of continuous employment –	2 weeks' vacation
5 years of continuous employment –	3 weeks' vacation
12 years of continuous employment –	4 weeks' vacation
20 years of continuous employment –	5 weeks' vacation

All Employees hired on or after December 8, 2008 shall be eligible for vacations on their anniversary date of employment on the following basis:

1st anniversary date of continuous employment –	1 week's vacation
3rd anniversary date of continuous employment –	2 weeks' vacation
5 years of continuous employment –	3 weeks' vacation
12 years of continuous employment –	4 weeks' vacation
20 years of continuous employment –	5 weeks' vacation

B. Eligibility for Vacation Benefits as of January 1:

- 1. Once an employee, Full- or Part-time, has qualified for and received one week's vacation benefits (pay and time off) they are thereafter eligible for one week's additional 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.

2. Once an employee, Full- or Part-time, has qualified and received two (2) weeks' vacation benefits (pay and time off) they are thereafter eligible for two (2) weeks' vacation benefits as of January 1 of each succeeding year.

3. All vacation time earned shall be taken during the year in which eligibility occurs for both Full- and Part-time employees.

SECTION 3 - Employees shall receive their vacation check prior to going on vacation. However, if the check is not received by the employee, then the Store Manager shall pay the employee's vacation benefits out of store cash prior to the employee's leaving for vacation.

SECTION 4 - RETURNED SERVICEMEN - An employee who returns from a military leave shall receive a paid vacation based on his or her total seniority. Time spent in military service will be added to time worked for the Company in computing total seniority and vacation entitlement.

SECTION 5

- A. First and Second Week Vacations - The first and second week vacations shall be taken at a time mutually convenient to the Company and employee during the summer months if possible.
- B. Third, Fourth, and Fifth week vacations - The third, fourth, and fifth week vacations shall normally be taken during the winter months at a time mutually convenient to the Company and the employee.
- C. May 1 to October 1 shall be considered as summer months. October 1 to May 1 shall be considered as winter months.
- D. Employees with 3 or more weeks' vacation shall normally take no more than two (2) weeks between October 1st and May 1st.
- E. Employees with four (4) or more weeks' vacation must take one (1) week between January 1 and May 1. The remainder of their weeks may be taken between January 1 and December 31 with no more than two (2) weeks between May 1 and October 1.

SECTION 6 - If a holiday observed by the Company falls within a Full-time employee's vacation period, the employee shall be given an additional day of vacation with pay to be added directly after the employee's vacation period.

SECTION 7 - Converted from Part-time to Full-time and/or from Full-time to Part-time:

- A. One week of paid vacation upon the completion of one year of total continuous service. Vacation pay is based on the average hours worked one year prior to vacation.
- B. Two weeks of paid vacation upon the completion of two years total continuous service. Vacation pay is based on the average hours worked one year prior to the vacation.

SECTION 8

- A. Vacation Pay - Full-time Employees - A Full-time employee shall receive as vacation pay their current basic wages for their regular classification, or their 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 their current hourly rate of pay multiplied by their average straight-time weekly hours worked for the year preceding his vacation.

Effective January 1, 2017 all part-time employees with three (3) or more weeks of vacation may use one week of vacation in days at a time mutually convenient to the employer and the employee. At least two (2) weeks of advanced notice must be provided for such requests. The number of hours in an individual's part-time vacation week shall be determined at the beginning of each year by using the average weekly straight-time hours paid in the prior 52 weeks. After their first year of employment, but before the start of the next calendar year, part-time employees' vacation time will be determined by the average weekly straight-time hours paid in their first year of service. Any part-time employee eligible to use one (1) week of vacation in days will be paid one-fifth of this calculated weekly vacation amount for each day used.

SECTION 9 - An employee with five (5) or more years of continuous Full-time employment and who loses six (6) consecutive months or more of time due to a compensable disability may receive three (3) weeks of vacation pay in lieu of vacation time if eligible.

ARTICLE 7
HOLIDAYS

SECTION 1

The Company shall observe the following holidays with pay, regardless of the day of the week on which they fall (Full-Time: After ninety (90) days; Part-Time hired on or after February 5, 2012 after one (1) year):

Major Holidays

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Personal Holidays

(2) Personal Holidays after one (1) year of continuous service

(3) Personal Holidays after two (2) years

(4) Personal Holidays after (3) years

(Total of four [4] days)

Note: Personal Holidays shall be taken at a time that is mutually agreed upon between both Employer and employee (with a minimum of one week's notice), but in no event during a holiday week.

SECTION 2 - ELIGIBILITY OF EMPLOYEES

In order to be paid for the holiday a full-time employee must work their scheduled working day before and after a holiday except for absence due to death in the family in accordance with Article 10 of this Agreement. Full-time employees shall receive eight (8) hours of pay for any of the above listed holidays after ninety (90) days of continuous full-time service.

If an employee is injured on the job in a holiday week, or the week directly before a holiday week, and is absent his scheduled workday before or after the holiday, or both, because of said injury, they shall not suffer the loss of the holiday pay for that week only.

Part-time employees shall be paid for the above listed holidays as follows:

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

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

Full-time employees on a four/ten hour day schedule shall receive ten (10) hours pay for their eligible holiday and personal days.

SECTION 3 - No employee shall be required to work beyond 6:00 PM on the Eve's of Christmas and New Year's, 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.

ARTICLE 8
WEARING APPAREL AND TOOLS

SECTION 1 - The Company agrees to furnish without cost to the employees, any special wearing apparel that it may require the employees to wear.

Effective 1/1/2020: Drivers will be required to wear slip resistant shoes and will receive a \$50 allowance for safety shoes a maximum of one (1) time per year under the Company's existing reimbursement policy. If a new vendor or authorized retailer is established, the Union will be notified.

SECTION 2 - The Company further agrees to furnish all tools without cost to the employee.

SECTION 3 - Employees who are required to work outside in foul weather conditions or in freezers will be furnished with protective outer clothing.

SECTION 4 - The Union agrees that the employees shall use these items with reasonable care and only for the purpose for which they are intended.

ARTICLE 9
EMPLOYEES' VEHICLES

No employee shall be obliged to use a privately owned vehicle for Company business. The Company will make the employee whole for any damages caused to their vehicle when used for Company business and at the Company's request; and, in such case, the Company will subrogate to the Employee's rights against any third person who may have caused such damage, and the employee will execute such papers as necessary in connection with such right of subrogation.

ARTICLE 10
DEATH IN THE FAMILY

SECTION 1 - In the event of a death in the immediate family of any employee, Full-time employees

shall be granted three (3) scheduled working days leave without loss in pay. Part-time employees shall be granted three (3) scheduled days leave without loss in pay only according to the hours they are regularly scheduled to work during this period. For the purpose of this Article, it is agreed that a member of the immediate family shall be considered to be the employee's father, mother, brother, sister, mother-in-law, father-in-law, or any member of the family residing in the employee's immediate household. The date of notification of death for those employees who are on the job shall not be counted as one of the three (3) days' funeral leave.

In the event of the death of a Full-time employee's spouse or child, they shall receive five (5) scheduled working days off without loss in pay. In the event of the death of a Part-time employee's spouse or child, they shall receive up to five (5) days off without loss in pay only according to the hours they are regularly scheduled to work during this period.

SECTION 2 - Any employee who is on a paid vacation at the time of the death of a member of the employee's family, as listed above, shall be entitled to an additional three (3) or five (5) days off as vacation immediately following the employee's regular vacation.

SECTION 3 - In the event of the death of a grandparent or grandchild of an employee, the employee shall be granted one (1) day off without loss in pay on the day of the funeral.

ARTICLE 11 REST PERIODS

Any employee scheduled for seven (7) or more hours of work shall receive one half (½) hour rest period with pay.

Any employee scheduled for less than seven (7) hours of work shall receive one (1) fifteen-minute rest period with pay.

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

ARTICLE 12 SICK LEAVE

SECTION 1 - All Full-time employees shall accrue one (1) hour of paid sick leave for each 40 hours worked up to a maximum of 40 hours per calendar year, with a minimum of three days after one year, minimum of five days after two years, and six days maximum after three years.

With regard to part-time employees whose minimum sick leave is set forth below, their eligibility for sick leave will either be the sick leave provided under this Article or the accrual under Connecticut or Massachusetts Paid Sick Leave Act (to a maximum of 40 hours), whichever is greater.

Connecticut and Massachusetts Paid Sick Leave Laws provide that all forms of paid time off may be used to meet the sick leave accrual mandates. An employee who is not yet eligible for sick leave under Article 12 or whose accrual under the state mandate would exceed the contractual allotment under Article 12 shall be able to use their vacation and personal holiday pay in increment of hours for sick leave up to a maximum of 40 hours in a calendar year consistent with the provisions of the state law.

Massachusetts: The sick leave provide for in this article is the minimum leave the employees will

be eligible to receive. Starting for accruals in 2016, the Company will pay out unused sick leave accrued under Massachusetts law with the payment of the sick leave accrued under this Article.

All Part-Time employees employed in Massachusetts:

Starting for accruals in 2019, the Company will carry over all unused sick leave (up to 40 hours) accrued under the Massachusetts Sick Leave law into the following year for employees with less than one (1) year of service.

All Part-time employees shall accrue one (1) hour of paid sick leave for each forty (40) hours worked up to a maximum of forty (40) hours per calendar year, with a minimum of 15 hours of sick leave after one (1) year and a minimum of 24 hours sick leave after two (2) years of service.

Employees with less than one year of service shall be eligible for sick leave after working 680 hours.

Sick pay shall run calendar year to calendar year.

The Company and the Union will meet, as needed, to discuss methods of bringing this Agreement into compliance with the Connecticut Sick Leave Law.

SECTION 2 - Any Full-time employee who retires or is deceased after the effective date of this Agreement shall be eligible for the unused portion of his or her sick leave.

Unused sick leave will be paid to Full-time employees laid off for economic reasons. If such employee is recalled to work in the same contract year, they shall not be eligible for sick leave until the beginning of the next contract year. Employees reduced to Part-time for economic reasons shall not be eligible for unused sick leave at the time of the reduction. All Employees shall receive unused sick leave by January 31 of the following year.

SECTION 3

- 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.

An extension not to exceed an additional six (6) months will be granted if physical complications develop during illness, accident, or pregnancy. An employee must present medical evidence of continuing disability to be eligible for such extension.

- B. Employees losing time under this section shall be covered under the regular Sickness and Accident programs - weekly indemnity, group life insurance, hospitalization and pension - the cost of maintaining these benefits shall be borne by the Company for a period of up to six (6) months.

Employees receiving an extension beyond the period for which the Employer makes contributions, should make arrangements with the appropriate benefits office if they wish to continue coverage.

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

SECTION 4 - The eligible employee must return to work for a continuous 2 week period before the Company is required to make a contribution for an additional 6 month period for the same illness.

ARTICLE 13
JURY DUTY

Any employee who is called to serve on Jury Duty shall receive pay for actual hours worked for the Company. If their pay, together with their Jury Duty pay, does not equal their regular five-day weekly rate of pay, the Company will make up the difference, provided they work for the Company during such hours when, because the Jury is not sitting, they are reasonably available for work. However, the employee shall not be required to work the sixth day if they serve on Jury Duty and/or works five (5) days or more in a regular week and they shall not be required to work the fifth day if they serve on Jury Duty and/or works four (4) days or more in a holiday week. If an employee works on the sixth day in a regular week, or the fifth day in a holiday week after having served on the Jury the corresponding five or four days, they shall receive time and one-half for such hours worked that day.

ARTICLE 14
VALIDITY

In the event that any portion of this Agreement is proven null and void or illegal by existing or future local, state, or federal law, the parties hereto shall negotiate in good faith that portion of the Agreement affected. The remainder of the Agreement shall remain in full force and effect.

ARTICLE 15
INJURIES

SECTION 1 - In cases where injuries are sustained on the job, and where the employee, Full- or Part-time is unable to work their scheduled hours because of said injury, such 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 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 provision will be applicable, as of the first occasion, that said 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 - An employee who is out of work and received Workers' Compensation from the Insurance Carrier from the first day of injury may not be required to reimburse the Company for

this initial amount paid to them during their first week of absence if said amount is used up during the immediate succeeding days or weeks of absence.

SECTION 5 - In no event can an employee receive more during this period of disability than what they would have earned for a regular work week.

SECTION 6 - Any advance made by the store to the employee as heretofore must still be refunded directly to the store as in the past.

SECTION 7 - Employees receiving Workers' Compensation retain the right of reemployment for up to two (2) years from the day of injury.

SECTION 8 - When an employee goes out on disability, the maximum Accident and Sickness payment is one per illness only.

SECTION 9 - Effective 9/1/2019: In case of injuries sustained on the job, the Employer shall continue to make contributions for eligible employees to the Health and Welfare and Pension Funds for a period of up to nine (9) months.

ARTICLE 16 LEAVE OF ABSENCE

SECTION 1 - Full-time employees with one or more years of continuous service may be granted a leave of absence up to six (6) months, providing such requests are reasonable.

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

SECTION 3 - Requests for a leave of absence shall be submitted in writing or electronically to Human Resources and the Employee must submit a copy to the Local Union Office. The authority to approve or disapprove a leave of absence shall be vested with the Human Resources Lead, Stop & Shop Supermarket Company LLC.

SECTION 4 - An employee shall be notified in writing, within a reasonable period of time, if the requested leave of absence has been approved or denied. This 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 to communicate with the Human Resources Department before his leave expires, his employment shall be terminated.

SECTION 5 - An employee on an approved leave of absence shall be automatically terminated if:

1. They do not return to work when the leave of absence expires.
2. They work elsewhere while on leave without express permission, in writing, from the Company to be so employed.

SECTION 6 - An employee who returns from authorized leave of absence of three (3) months or more, and who was eligible for their vacation benefits when they commenced their leave of absence shall be entitled to their vacation benefits immediately upon their return from said leave of absence. An employee who returns from an authorized leave of absence of three (3) months or more, and who was not eligible for any vacation benefits when they commenced their leave of absence, is not entitled to their vacation benefits until they have been continuously employed for a period of three (3) months after their return from said leave of absence.

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. Such leaves include, but are not limited to, military leave, union leave, or absence due to illness (whether due to sickness or injury, job related or otherwise, paid or unpaid).

SECTION 9 - An authorized leave of absence shall not break an employee's service record.

SECTION 10 - An employee who transfers out of the bargaining unit and remains in the employ of the Employer and is subsequently returned to the bargaining unit by the Company shall be reinstated and immediately credited with the seniority they held at the time they transferred out provided they have not been out of the bargaining unit for more than two (2) years.

An employee who transfers out of the bargaining unit for more than two (2) years and remains in the employ of the Employer and is subsequently returned to the bargaining unit by the Company shall be reinstated and acquire his former seniority when they have been actively employed in the bargaining unit from their date of re-entry for the period of time they were out of the bargaining unit up to a maximum of five (5) years.

Employees transferred out of the bargaining unit shall not accumulate any time for the purpose of seniority in layoffs while out of the bargaining unit.

SECTION 11 - Requests to extend a leave of absence shall be in writing, and shall be subject to the Company's approval. A copy of any correspondence on such requests shall be sent to the appropriate local Union.

SECTION 12 - 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, be restored to their 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, they shall be reinstated within fifteen (15) days from the date of application to return to work.

SECTION 13 - The foregoing rules and regulations do not change in any way the present leave of absence arrangement in effect covering employees on military leave and employees serving the Union as set forth in the current labor Agreement.

SECTION 14 - If an employee notifies the Store Manager by Tuesday of their Return to Work, the employee will be added to the following week's schedule.

ARTICLE 17 ELECTION DAYS

The Company agrees that upon request of the Union or an employee, it shall instruct Supervisors and Managers to arrange the work schedule for Election Day week so that those employees who otherwise would not be able to shall have an opportunity to vote.

ARTICLE 18
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 Company's operations.

ARTICLE 19
SHORTAGES

Any employee who is charged with a shortage shall be entitled to a hearing in the presence of the Representative of the Local Union and a supervisor. In the event a shortage is found to exist, the Company will take into consideration the employee's past work record before taking any disciplinary action. The Employee shall be responsible for any checks, gift certificates, coupons and customer paperwork in their possession or control.

ARTICLE 20
NO INDIVIDUAL AGREEMENTS

The Company shall not enter into any individual agreement with any employee or employees covered by this Agreement and which is in conflict with this Agreement.

ARTICLE 21
POLYGRAPH

The Company agrees that it will not request or require an employee to take a lie detector test.

ARTICLE 22
SENIORITY

SECTION 1 - LAYOFFS

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

The least senior Full-time Clerk replaces Part-time Clerk.

The junior employee in any job classification when reduced to a lower job classification shall carry in the lower job classification his total of all Full-time service with the Company.

Full-time employees shall have seniority rights over Part-time employees.

Full-time employees will be given one week's notice or one week's pay in lieu of notice in layoffs due to lack of work.

Part-time employees shall be notified of layoff by 3:00 p.m. on Friday, except in the event of a store closing where they shall receive one week's notice.

An Employee shall be terminated in the event of any of the following:

1. The employee quits, or
2. The employee is discharged for just cause, or
3. The employee, while on leave of absence, accepts work with another employer (except for employment with the Union), unless they have written permission from the Company. The

Company will furnish the Union with a copy of such permission when granted, or

4. The employee fails to report from a layoff within ten working days, (Part-time within 72 hours), from the date the notice of recall was sent by the Company, by certified mail, return receipt requested, to the employee, or
5. A Full-time employee has not worked for the Company for twelve (12) consecutive months from date of layoff.

Employees employed thirty (30) days or less shall have no seniority rights.

SECTION 2 - RECALL

A. Full-time Employees:

1. The Full-time employee who accepts temporary Part-time work shall be given first preference for Full-time work within their classification when it becomes available.
2. Full-time employees laid off for lack of work shall have the right to job openings which may occur within a period not to exceed twelve (12) months after their date 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.
3. A Full-time employee who has been reduced to Part-time shall be scheduled for the maximum available Part-time hours in the department.

B. Part-time Employees:

1. Part-time employees, employed 31 days, but less than 6 months, shall have seniority rights within the facility and 90 days' recall rights within the facility.
2. Part-time employees employed 6 months or more shall have seniority rights within the facility and 6 months recall rights within the Market Manager area.

In the case of store closings, seniority rights shall be within the area.

SECTION 3 - PROMOTIONS

- A. The Company shall continue its efforts to train senior employees to fill higher rated classifications.
- B. In the matter of promotion, the Company shall have the right to exercise its judgment on fitness and ability and shall make final determination after giving due regard to seniority and after considering suggestions and recommendations of the Union.
- C. When a Full-time clerk is needed, preference shall be given to senior Part-time employees provided they are available and qualified for Full-time work.
- D. Employees promoted to Full-time shall be on probation for a period of 90 days. If either the employee or Employer determines that the change is not satisfactory, the employee should be returned to the employee's former position with seniority and pay as if the employee never left.

- E. Once per year in March the Employer will post a Full Time survey for employees who wish to be considered for Full Time positions. This will be posted in a visible place for fifteen (15) days.

SECTION 4 - MISCELLANEOUS

- A. Any discharged employee who is reinstated through the grievance or arbitration procedure of this Agreement shall have their seniority status made whole upon their return to work.
- B. A Full-time employee reduced to Part-time due to lack of work shall be eligible for their benefits as of the date of their reduction for a period not to exceed six (6) months.
- C. An employee recalled after layoff, but within the recall period, shall not lose any continuity of service relative to rates of pay, vacation credits, and benefit plan program.
- D. Employees (Full-time and Part-time) inducted into the Military Service of the United States under the Selective Service Act of 1948 and its amendments, or who enlist after its enactment in accordance with the provisions governing such enlistments, shall retain seniority rights in conformance with the provisions of the Act and its amendments.
- E. The Company will notify the respective Local Union office of all Full- or Part-time employees who are terminated for any reason and explain the reason for such termination.
- F. Managers who are demoted shall be treated in accordance with the following stipulations:
 - 1. If they have been a Manager for less than one year, they shall return to their previous classification and receive their former rate of pay plus any increase they would have received had they not been made a Manager.
 - 2. If they have been a Manager for more than one year, they shall receive the classification rate in their new classification.
 - 3. If the demotion is due to a serviceman returning to work, the employee so demoted shall receive their former rate of pay plus any increases they would have received had they not been made a Manager.
- G. The Company shall furnish, yearly, each Local Union with an up-to-date seniority roster of the employees for the Locals' mutually agreed upon area, showing the employee's name, classification, and seniority date. The Union will be notified of any changes affecting the roster.
- H. The Union shall be notified at least one week in advance of all promotions, demotions, reductions, and layoffs.
- I. No employee shall be laid off or have their hours reduced until the completion of their scheduled work week. An employee shall be given one week's notice or one week's pay in lieu of notice of layoff, except that this shall not apply to an employee discharged for cause.

Employees shall not allow passengers in their Employer vehicle without authorization from the

Employer.

ARTICLE 23
BENEFIT PLANS

ARTICLE 23 - HEALTH AND WELFARE FUND - LOCAL 371

A. Company Contributions - Stop & Shop Peapod will pay a monthly contribution for each eligible full-time and part-time Employee (including Employees who opt-out of the coverage) according to the following schedule.

Health Care Reform

The effect of any material state or federal mandates will be negotiated between the Company and the Union.

Employee Contributions - All Employees enrolled in the medical, prescription, dental, and vision programs will pay a weekly, pre-tax, payroll contribution / deduction for these benefits according to the following schedule. Should an Employee not elect to make a contribution, the Employee will not be covered by the medical, prescription, dental, disability, death and vision plans. Employee contributions will be remitted by the Company to the Fund each month and are in addition to Company contributions as described above.

For Full Time Employees hired or promoted on or before September 21, 2016, the weekly pre-tax payroll deductions for Health & Welfare will be as follows:

	Employee	Employee + Spouse	Employee + Child(ren)	Family
Current	\$11.00	\$20.00	\$17.00	\$26.00
November 1, 2019	\$13.00	\$24.00	\$21.00	\$30.00
November 1, 2020	\$15.00	\$27.00	\$24.00	\$34.00
November 1, 2021	\$19.00	\$30.00	\$30.00	\$38.00

For Full Time Employees hired or promoted on or after September 22, 2016, the weekly pre-tax payroll deduction for Health & Welfare will be as follows:

	Employee	Employee + Spouse	Employee + Child(ren)	Family
Current	\$13.00	\$20.00	\$17.00	\$26.00
November 1, 2019	\$15.00	\$24.00	\$21.00	\$30.00
November 1, 2020	\$17.00	\$27.00	\$24.00	\$34.00
November 1, 2021	\$19.00	\$30.00	\$30.00	\$38.00

ELIGIBILITY FOR CONTRIBUTIONS

Full-time Employees - All Full-time employees who are members of Local 371 and 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 will be eligible for dental, vision, hearing aid, disability, life, and AD&D benefits the first of the month following the attainment of 12 months continuous service.

B. Part-Time Employees not Meeting the Affordable Care Act Definition of Full-Time

Current part-time employees enrolled in the HSA program as of 9/1/2016 will be eligible to continue participation in the program, provided that they do not opt out. New entrants will not be eligible to participate.

Available for current participants only	HSA Annual Contribution
Hired before 9/1/2010	\$1500
Hired on or after 9/1/2010 and before 8/4/2013	\$750
Hired on or after 8/4/2013 (currently enrolled employees only)	\$500

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

The HSA could be used by:

- Employees electing a high deductible plan through the health care exchanges
- Employees 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

**No part-time employee hired after 9/1/2015 will be eligible for the bonus program.

	Annual Benefit Bonus Amount
Hired before 9/1/2010	\$750
Hired on or after 9/1/2010 and before 8/4/2013	\$375
Hired on or after 8/4/2013 and before 9/1/2015	\$250

**Employees that lose their ACA eligibility due to not qualifying (averaging below 30 weekly hours) or opting out shall receive the Bonus if they are eligible.

**Bonus to be paid out yearly on or about 3rd week of January.

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

Part-time employees 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 employees.

Those employees 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 employees with high deductible coverage through a spouse's plan.

Plan Design Features:

- Compliant plan determined by Trustees

	Part Time Employee Contribution
Current	\$13.00
November 1, 2019	\$15.00
November 1, 2020	\$17.00
November 1, 2021	\$19.00

Funding - Company Contributions

The company contribution rates to the Local 371 Amalgamated Welfare Fund for each eligible employee will be as follows. The 30-hour part time contribution will be made only on those electing coverage.

	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)
Current	\$1125	\$609	\$67
March 1, 2020	\$1125	\$609	\$67
March 1, 2021	\$1078	\$482	\$13

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, 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.

ARTICLE 24
PENSION PLAN

SECTION 1 - PENSION FUND

The Company shall make contributions for an eligible employee on account of work performed

in the month.

ELIGIBILITY

Full-time Employees - All Full-time employees beginning the first day of the month after such employee completes one year of service and is at least 21 years of age.

Part-time Employees - All Part-time employees beginning the first day of the calendar month after such employee completes one year of continuous Part-time employment and at least 21 years of age.

Monthly Amount to be Contributed

Full-Time hired/promoted prior to July 1, 2006	Current Rate	Effective: 9/1/2019
Participating prior to 9/1/05	\$176.12	\$210.44
Participating on or after 9/1/05	\$174.08	\$208.00
Full-Time hired /promoted after to July 1, 2006	\$122.40	\$146.25
All eligible Part-time Employees	\$42.84	\$51.19

UFCW Union-Industry Pension Fund contributions to be made in arrears.

The Employer shall contribute to the Pension Fund, as provided herein, only if said contributions are deductible by the Employer for Federal Income Tax purposes. The Employer shall participate in the Pension Fund only if such participation or the continuation thereof shall not impair the Pension Fund's qualification under Internal Revenue Code provisions and Internal Revenue Service rulings and regulations.

Nothing in this Agreement shall authorize the Board of Trustees to increase the amount of contributions required to be paid by the Employer pursuant hereto, to extend the period for which contributions shall be made or to authorize the Board of Trustees to bind the Employer in any manner.

SECTION 2 - 401(K) PLAN

Effective no later than January 1, 2004, the Company will maintain a 401 (k) plan for eligible employees. The plan is non-contributory.

ARTICLE 25
STEWARDS

SECTION 1 - The Union shall have the right to have a steward.

SECTION 2 - The Union shall supply the Company with the name of the Steward.

SECTION 3 - The Steward shall have the authority to handle any violations of the provisions of this Agreement upon occurrence of such violations. The method of handling the violations of this Agreement is outlined in the Grievance Procedure.

SECTION 4 - The Steward shall not in any way interfere with the operation of the facility.

SECTION 5 - The Employer shall arrange one (1) day off with pay per contract year to allow one (1) Steward per store to attend the annual Shop Stewards Seminar. Store Managers must be notified in advance so that appropriate scheduling arrangements can be made.

SECTION 6 - The Steward shall have top seniority in layoffs due to lack of work within their respective department and classification.

SECTION 7 - No Steward shall be transferred unless such transfer is mutually agreed upon between the Company and the Union.

ARTICLE 26
GRIEVANCES AND ARBITRATIONS

SECTION 1 - GRIEVANCE PROCEDURE

In the event that a problem should arise, the employee may take up this problem with their Store Manager, Zone Manager, Union Representative, or Steward for adjustment.

If the employee feels that this problem has not been solved to their satisfaction and they desire to make this a grievance, the grievance shall be dealt with in the following manner:

First Step - The employee may report their grievance to the Steward or Union Representative who will meet with the Store Manager to adjust the grievance. In the event of the Steward handling the grievance, the final settlement of the grievance shall be first approved by the Representative.

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

Third Step - If the grievance is not settled, the grievance shall be referred to the Company's Labor Relations Division. The Labor Relations Division shall discuss the grievance with the Union Representative and Steward and endeavor to settle the grievance; in the event the grievance is not settled in the third step, it shall be submitted to arbitration in accordance with Section 2.

SECTION 2 - ARBITRATION PROCEDURE

In the event that the Company and the Union are unable to settle a grievance, then seven (7) days after last discussion between the Company and the representative of the Union the grievance shall be referred to the American Arbitration Association whose decision shall be final

and binding on both parties. The Arbitrator shall have no authority or power to add to, detract from, or alter in any way the provisions of this Agreement.

In the event of any grievance over a discharge or suspension pending discharge, the Union shall notify the Company of such grievance within fourteen (14) days of the date of discharge or suspension pending discharge or its right to arbitration shall be forfeited. The expense of such arbitration shall be borne equally by the Union and the Company.

ARTICLE 27
BULLETIN BOARDS

The Company agrees to provide space on store bulletin boards for the Union to post notices. Bulletin boards will be located as near to time clocks as possible or in a conspicuous place.

ARTICLE 28
SHOP CARDS/DECALS

Shop cards or decals of the Union shall be displayed in a prominent place at the facility.

ARTICLE 29
MILITARY BENEFITS

SECTION 1 - MILITARY SERVICE

Any employee who enlists or is drafted into the Military Service of the United States shall be placed on a leave of absence for their period of service up to forty-eight (48) months or for an additional time of up to one year if this extension is at the request and for the convenience of the Federal Government.

The Company will reinstate, in compliance with the Veteran's Re-employment Statute, an employee who has re-employment rights under the law and who has applied for reinstatement within the legally required period of time after their date of discharge. They shall be reinstated after they have made application to return and upon receipt by the Company of the employee's separation orders. This request to return to work may be made orally or in writing.

Employees who are reinstated to employment after serving in military service shall receive full credit for time spent in this service. This time (military leave) shall be added to their service time with the Company. An eligible veteran who left a position to enter military service shall be restored to such position or to a position of like seniority, status, and pay.

With respect to benefits maturing after their reinstatement, they are to be treated as if they had remained continuously employed rather than absent in military service; this shall include, but not be limited to, insurance, pension, vacations, sick day eligibility, and any other benefits that are offered to non-veterans.

SECTION 2 - EMERGENCY NATIONAL GUARD DUTY

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

SECTION 3 - MANDATORY MILITARY PHYSICALS

An employee who is called upon during working hours to take a physical examination for entry into the Armed Forces may have this examination without loss of pay. The Employee's day off shall not be changed to avoid payment under this section.

SECTION 4 - MILITARY TRAINING DUTY

Members of the National Guard or Reserve Units who present an authorized letter from their Company Commanders are granted a leave of absence which coincides with their normal encampment period.

When eligible, such employees have the option of arranging vacation time to coincide with the encampment period or taking the leave of absence without pay.

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 (1) or more years of continuous Full-time service with the Employer are entitled to receive three (3) 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 (2) years.

When an employee leaves for the Armed Forces, they obtain a letter from the Commanding Officer after they have been assigned to their first training center and forwards this letter to the Personnel Division. This letter shall confirm their 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 (1) 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 (9) months and after fifteen (15) months. Upon receipt of this letter, a check will be forwarded to the inductee.

ARTICLE 30 AUTOMATION - MECHANIZATION - NEW CLASSIFICATIONS

The Company 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.

ARTICLE 31
MODIFICATION

This contract shall stay in full effect and shall not be modified unless mutually agreed to in writing by Company and the Union.

ARTICLE 32
HOURS

SECTION 1 - The regular work week shall be Sunday through Saturday.

Employee schedules vary for example Full-time employees generally work 5/8 hour days or 4/10 hour days.

SECTION 2 - The hours of work determining the status of a Part-time employee shall be thirty-two (32) hours per week or less. The work week for a Part-time employee is Sunday through Saturday. For purposes of minimum assurances for Part-time hours (16) and Full-time hours (40), Sunday shall be considered part of the work week.

When a Part-time employee is requested or scheduled to report for work and upon reporting finds no work available, they shall receive payment for those hours they are scheduled to work on the particular day.

If Part-time employee(s) works in excess of 32 hours per week, outside the seasonal relief period, for 8 consecutive weeks, the Company will make the Part-time employee a Full-time employee provided that the employee desires and is available for Full-time employment on a continuing basis and meets the criteria to fill a Full-time position. Excluded from the above stated 32 hours are hours worked while relieving for vacation, extended illness (three or more days), accident, or for hours in excess of 8 hours per day, or for business reasons.

The seasonal relief period shall run from January through March.

For purposes of vacation and holiday calculation, Sunday hours shall be credited.

1½ pay for hours over 40 hours per week or 32 hours in a Holiday week and for hours worked on any of the major holidays stated herein, except as noted below in Section 5.

Any part-time employee hired before August 1, 2012, who desires to work twenty (20) hours per week or more shall be scheduled for a minimum of twenty (20) hours per week, provided they request the additional hours and have a reasonable availability. Grievances involving this minimum shall not be subject to a retroactive remedy.

SECTION 3 - SCHEDULE

The company will continue a two-week schedule. The schedule will be posted in ink at 5pm Thursday for the following two work weeks beginning on Sunday. Employees may request a reasonable adjustment to the second week and such requests will be at the management's discretion. The Union and the Employer agree that the scheduling provisions of the Collective Bargaining Agreement will govern exclusively notwithstanding any "predictive scheduling" legislation. If a waiver is not permitted by the legislation, then the parties will meet and discuss any changes required by law as it relates to this article.

SECTION 4 - OVERTIME PAY

All full and part-time employees shall be paid time and one-half (1½) the employee's regular hourly rate for the following:

- After eight (8) hours per day if on a 5 day/8 hour shift or after 10 hours per day if on a 4 day/10 hour shift
- All hours worked on a named Holiday stated herein.
- All hours worked on the sixth (6th) day in a regular work week or on the (5th) day if on a 4 day/10 hour shift
- All hours worked on the fifth (5th) day in a holiday week or on the (4th) day if on a 4 day/10 hour shift
- All hours worked after forty (40) in one (1) week

SECTION 5 – SUNDAY AND HOLIDAY PREMIUM

All employees hired after August 10, 2019 who have less than one year of continuous service: The Sunday and holiday premium shall be the greater of \$1.50 per hour or the minimum premium allowed by law for the first twelve (12) months; they shall then receive a \$2.00 per hour premium or the minimum premium allowed by law through twenty-four (24) months; they shall then receive a \$3.00 per hour premium or the minimum premium allowed by law through thirty-six (36) months; thereafter they shall then receive time-and-one-half.

Effective August 11, 2019: Employees hired prior to August 11, 2019 who have less than one (1) year of continuous service shall receive \$1.50 premium pay for work on Sundays and holidays, until they reach one (1) year of continuous service and then they shall receive time and one half thereafter.

Scheduled Sunday and Holiday hours shall be rotated.

SECTION 6 - MISCELLANEOUS PROVISIONS

- A. No employee shall be compelled to accept overtime; however, no employee shall unreasonably refuse to accept overtime.
- B. Members of the bargaining unit subject to this Agreement are required to record their time worked on time cards or time sheets provided for such purpose.
- C. The Company may use inverse seniority to schedule employees for overtime and work on Sundays and Holidays in the event that there is an insufficient number of volunteers for such work.

ARTICLE 33 WAGES

From time to time the Company reserves the right to establish a new hire rate for Full-time and Part-time employees between \$14.00 and \$19.00 per hour. The rates for Part-time and Full-time employees may be different at the Company's direction. There will be equalization by classification in the event that the then current rate for existing employees is below the new hire rate. New employees shall receive a \$0.25 increase per hour after thirty (30) days of employment, and all subsequent general wage increases in accordance with this Agreement.

Employees will receive the following General Wage Increases:

	8/11/2019	8/9/2020	8/8/2021
Employees with 12 or more years of service	\$0.65/hour	\$0.55/hour	\$0.65/hour
Employees with 7 years or more but less than 12 years of service	\$0.60/hour	\$0.50/hour	\$0.60/hour
Employees with 3 years or more but less than 7 years of service	\$0.55/hour	\$0.50/hour	\$0.55/hour
Employees with 6 months or more but less than 3 years of service	\$0.45/hour	\$0.45/hour	\$0.45/hour

ARTICLE 34
GENERAL CONDITIONS

SECTION 1 – MANAGEMENT TRAINEES

It is understood that the Company may employ trainees who shall be referred to as Management Trainees. The Management Trainee will be employed and trained for eventual positions outside the bargaining unit. The Company shall notify the appropriate local union when an employee is employed for or designated as a Management Trainee. The above trainee shall not be subject to and part of all the provisions of this contract agreement with the Company.

SECTION 2 – SAFETY COMMITTEE

The Company will participate with the Union in the establishment and operation of a Safety Committee, which will consist of an equal number of representatives of management and labor. The Safety Committee will meet on a regular basis.

The company agrees to arrange quarterly safety committee meetings.

ARTICLE 35
TRANSFERS AND TRANSPORTATION

SECTION 1 -

- A. The Company shall not make unreasonable transfers. No transfers of employees shall be made by the Company unless the Union and the employees have been notified prior to the transfer, in writing or in person. If notification has been made in person, the transfer shall be confirmed in writing.

- B. The Union and the employee shall be notified seven (7) days in advance of permanent transfer.

SECTION 2 – The Company shall designate a home store for the purpose of determining eligibility for travel allowance and the Union shall be notified of the eligibility prior to the transfer.

SECTION 3 – If, in the opinion of the Company, a transfer is required resulting in overnight lodging and meals, such employee shall be reimbursed for reasonable expense incurred.

SECTION 4 – Whenever an employee is transferred to a store requiring a carfare expense greater than the basic public transportation fare, that employee is reimbursed for this additional expense, not as salary but as expense, so long as it is incurred; this does not apply in the case of an employee who at the time of employment is assigned to a store requiring an expense greater than the public transportation fare.

SECTION 5 – Whenever an employee is transferred to a store beyond the area of the basic public transportation fare and uses their car to go to and from work, they will receive mileage allowance at the maximum I.R.S allowable deduction traveled in excess of thirty (30) miles per day; this does not apply in the case of an employee who at the time of employment is assigned to a store requiring travel by car in excess of thirty (30) miles.

SECTION 6 – In those instances where an employee moves their residence to a point more distant from their place of employment than when originally assigned to the store, they do not receive additional carfare or mileage allowance.

SECTION 7 – Where promotions are involved, transportation expense shall be handled individually to the mutual satisfaction of all parties.

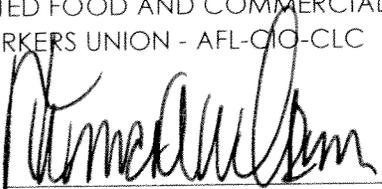
SECTION 8 – All payment for transportation shall be approved by the Vice President of Labor Relations.

ARTICLE 36
DURATION

This Agreement shall take effect August 11, 2019 and shall continue in full force and effect until Midnight, August 13, 2022, and shall be continued for an additional year unless sixty (60) days prior to August 13, 2022 either the Union or the Company gives written notice by registered mail to the other that it desires to amend or terminate this agreement; and such written notice of intention to terminate on August 13, 2022, or thereafter, shall contain a draft of any proposed new 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 as of the day and year first above written.

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

BY: 
Thomas A. Wilkinson
President, Local 371

THE STOP & SHOP SUPERMARKET
COMPANY LLC

BY: 
Bob Spinella
Vice President of Labor Relations

PEAPOD LETTER OF UNDERSTANDING

Affordable Care Act Baseline Group

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

Control Steps:

1. Identify the employees currently averaging 30 weekly hours of work over the prior 12 months (the "base line group") and hired on or before 8/10/2012.

2. To remain in the base line group, employees 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, employees 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 employees in the recent group remain benefit eligible.

4. This side letter continues until the end of this agreement.

THE STOP & SHOP SUPERMARKET COMPANY LLC:

THE STOP & SHOP SUPERMARKET COMPANY LLC:

BY: 
Bob Spinella, Vice President of Labor Relations

APPENDIX

PEAPOD LOCATIONS

Ansonia, CT
Danbury, CT
Cromwell, CT
East Hartford, CT
Norwalk, CT
Stamford, CT
Agawam, MA
Windsor, CT

EXHIBIT A

Side Letter:

Labor-Management Committee

The Employer and the Union agree that there shall be a Joint Labor-Management Committee consisting of no more than six (6) individuals from each party. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and work force, all with the aim of promoting better understanding between the parties. Meetings will be held at least twice per year. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for the time at such meetings.

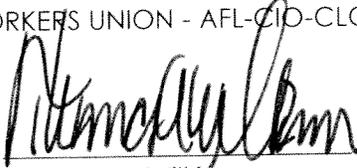
As part of the Company's commitment to providing a safe and healthy work environment, the Employer and the Union agree that safety in the workplace will be a mandatory subject of these labor-management meetings.

Side Letter

Technology

The company shall notify the Union in writing or by phone, one (1) week prior to the introduction of new technology that might have a material impact on bargaining unit staffing. The Company will meet with the Locals twice each year to discuss upcoming plans for store technology.

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

BY: 
Thomas A. Wilkinson
President, Local 371

THE STOP & SHOP SUPERMARKET
COMPANY LLC

BY: 
Bob Spinella
Vice President of Labor Relations

SIDE LETTER

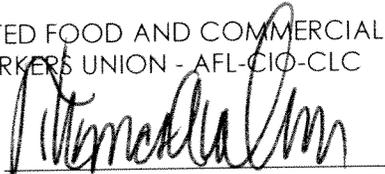
Arbitration Procedure

On a trial basis beginning with the ratification of the Collective Bargaining Agreement, the parties agree to use the services of Labor Relations Connections, LLC for any arbitration not pending at the American Arbitration Association or before any arbitrator mutually selected by the parties. Unless a party notifies the other of the intent to terminate this Side Letter on or before February 24, 2020, the parties will use Labor Relations Connections, LLC for the duration of the Collective Bargaining Agreement.

This Side Letter will sunset with the expiration of the Collective Bargaining Agreement.

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

BY:



Thomas A. Wilkinson
President, Local 371

THE STOP & SHOP SUPERMARKET
COMPANY LLC

BY:



Bob Spinella
Vice President of Labor Relations

SIDE LETTER

The Employer may implement a same day delivery service from its store locations utilizing a 3rd party service.

In the event that the Employer decides to handle the same day deliveries from store locations covered by UFCW Local 371 employees with store associates (as opposed to 3rd party service), the Employer agrees to assign Local 371 Drivers to those deliveries.

Employees assigned in store locations as a Driver may also be required to perform other clerk functions throughout the store.

It is agreed that this side letter pertains to the store contract as well.

Accepted and Approved:

September 11, 2019

The Stop & Shop Supermarket Company, LLC

By: Robert Spinillo

UFCW Local 371
By: [Signature]