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# AGREEMENT

*between*

## LOCAL UNION 328

*Chartered By*

### UNITED FOOD

### AND

### COMMERCIAL WORKERS INTERNATIONAL UNION

*Affiliated With*

### AFL-CIO-CLC

*and*

## STAR MARKET COMPANY DIVISION

### JEWEL COMPANIES, INC. (Rhode Island Division)

EFFECTIVE DATE: JUNE 1, 1986  
EXPIRATION DATE: MAY 31, 1987



X 5/87

Dear Member:

Now that you are a part of Local Union 328, we want you to be an active member and have you get better acquainted with us, our developments and our accomplishments. The policies and programs of Local 328 are decided by democratic processes. Your obligation as a Union member does not stop with payment of Union dues. We urge you to attend Union meetings and to take an interest in Union affairs.

Local 328 has been in existence a long time. You do not have to feel alone on your job because all your fellow employees and all the officers and members of the Union are behind you. Through negotiations with your Employer, the Union has established improvements in your wages, hours, working conditions and other benefits you enjoy. This has come about as a result of the strength of unity on the part of all Union officers and Union members.

Local 328 represents you at all times. Whenever you feel you have a complaint or a grievance, do not hesitate to report the matter to the Union.

This booklet is your personal copy of the current Union agreement with your Employer. Read it and become familiar with the scope of benefits and protection the Union provides you on and off the job.

Fraternally,

**LOCAL UNION 328, AFL-CIO,**

**LOUIS SPETRINI, PRESIDENT**

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

AGREEMENT

between

LOCAL UNION 328

Chartered By

UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION

Affiliated With

AFL-CIO-CLC

and

STAR MARKET COMPANY DIVISION

JEWEL COMPANIES, INC.  
(Rhode Island Division)

Effective Date: June 1, 1986  
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## AGREEMENT

WHEREAS, the Company and the Union desire to promote and improve industrial and economic relationships and thereby enhance the welfare of the Company and the members of the Union, and

WHEREAS, the Company and the Union recognize that all employees, whether members of the Union or management, are entitled to mutual respect and dignity in their relationship to each other, therefore, this Agreement is entered into as of this 1st day of June, 1986, by and between STAR MARKET COMPANY DIVISION, Jewel Companies, Inc., (Rhode Island Division), hereinafter referred to as the "Company", and its successors and assigns, and LOCAL UNION 328, chartered by the United Food and Commercial Workers International Union, affiliated with the AFL-CIO-CLC, hereinafter referred to as the "Union", and its successors and assigns for and on behalf of its members now employed and those who hereafter may be employed by the Company in the bargaining unit described in Article 1.

This Agreement shall be binding upon the Company 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 Company herein, or by any change to any other form of business organization, or by any change, geographical or otherwise, in the location of the Company herein within the area defined in Article 1. The Company 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 within the area defined in Article 1, form of business organization, or ownership.

### ARTICLE 1

#### RECOGNITION

The Company recognizes the Union as the exclusive bargaining agency for all store employees in the retail grocery and meat supermarket stores of the Company, of the type presently operated by the Company, located within the geographic jurisdiction of the Local Union as of the execution date of this Agreement (but only such areas as are listed below, which area shall be known as the Rhode Island Division of the Star Market Company) excluding, however, all store managers and other employees defined as supervisors in the National Labor Relations Act or employees not assigned to store payrolls such as maintenance and similar employees performing work in the stores, but paid from other than store payrolls.

A. The State of Rhode Island.

B. The following cities and towns in the State of Massachusetts:

Blackstone, Attleboro, South Attleboro, Rehoboth, Southbridge, North Attleboro, Somerset, Dudley, Webster, Seekonk, Oxford, and Swansea.

C. The following cities and towns in the State of Connecticut:

Pawcatuck, No. Grosvenordale, Moosup, Mystic, Putnam, Danielson, and Brooklyn.

In the event the Company opens any type of food store other than those described in the collective bargaining agreement, the Company has agreed to recognize the Union as the collective bargaining representative of all employees in said store, with the statutory exclusion required by the National Labor Relations Act, and has agreed to meet with the Union for the purpose of negotiating a collective bargaining agreement covering the wages, hours and working conditions of said employees subject to legal validity.

## 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 however, that such actions are taken in accordance with the terms and provisions of this Agreement. The Company shall determine the form, manner, and type of product it will sell and the work to be performed, if any, by its employees on the product.

#### 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

This Agreement and this clause shall have no application to economic decisions of the Company to terminate the business at any or all of the store locations recognized in this Agreement, nor to any business decisions related to the termination of business activity including, but not limited to, sales of

fixtures, assets, lease assignments, and other associated activities.

#### Section 4

The Company shall notify the Union upon not less than thirty (30) days notice in the event it intends to cease conducting business within one (1) or more of its retail locations covered by this Agreement. In the event the Company delivers such notice to the Union, and notifies the Union it intends to sell the assets of any such location(s), the Company shall, as a condition of any such sale, require that any purchaser recognize the Union as the exclusive bargaining agent for employees of any purchaser of such location(s) intending to conduct retail food sales therein. In return, the Union agrees to enter into good faith bargaining over wages, hours, and working conditions of any employees employed by any such purchaser.

### ARTICLE 3

#### UNION SHOP

#### Section 1

A. The Company may secure new employees from any source. When new employees are to be hired in the Company's stores, 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.

B. The store manager shall introduce each new employee to the Union Steward within five (5) days of the new employee's date of hire.

#### Section 2

A. All present employees, who are members of the Union on the execution date of this Agreement, shall remain members of the Union in good standing as a condition of employment.

B. All employees, who are hired after ratification, shall become and remain members in good standing of the Union as a condition of employment, on and after the first (1st) day of the month following thirty (30) calendar days of employment. Probationary employees are those employees who have not yet qualified to join the Union under this Section 2(B), but are still covered by this Agreement, and shall be accorded all its benefits except Article 25.

#### Section 3

The Union agrees that it will admit to and retain in membership all employees without discrimination as long as such employees

tender the initiation fee, periodic dues and assessments uniformly required for membership by the Constitution of the International Union and the Bylaws of the Union.

#### Section 4

In the event that any employee fails to comply with Section 2 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 parties to this collective bargaining agreement further agree that it shall be their policy to prohibit discrimination of persons solely because of race, age, sex, creed, color, national origin, or union activity in hiring, layoffs, promotions, and all other terms and conditions of employment.

#### Section 6

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 4

#### CHECKOFF

##### Section 1

The Company agrees to deduct initiation fees and weekly Union dues, including arrears, from the wages of employees covered by this Agreement who are members of the Union, and who, individually and voluntarily, sign the authorization card currently in use for such deduction.

##### Section 2

A. Dues for a particular week will be deducted from an employee's earned wages and will be remitted with the checkoff list to the Union no later than the fifteenth (15th) day of the following month.

B. Dues in arrears will be deducted from an employee's earned wages following the receipt by the Company of a list of arrearages from the Union and will be remitted with the list of arrears no later than the fifteenth (15th) day of the month

following the month the list is sent to the Company.

### Section 3

A. The Company shall continue to obtain from employees dues deduction authorization cards and shall send the Union a copy of the employee's authorization card prior to the first (1st) of the month following thirty (30) days from the date of hire or rehire.

B. In hiring new employees, the Company shall send a weekly notice to the Union giving the names and addresses, hiring date, classification, full or part-time, and store location of all new employees hired during the previous week, including military returnees and/or rehires.

### Section 4

A. The Company agrees to deduct any amounts due the Credit Union affiliated with Local 328 and forward the same to the Credit Union on a weekly basis, provided that the Company receives from the employees a signed form which authorizes such deductions.

B. The Credit Union will furnish the Company periodically with a listing showing additions and deletions, including changes, in employee deductions. The Company shall make these changes weekly upon receipt of individual employee authorizations to make such changes.

### Section 5

Whenever the Company is so required by law and is fully capable of handling such matters through its computerized payroll, the Company will allow its employees, covered by this Agreement, to elect to make contributions by way of payroll deductions to a political fund as designated in writing by any such employee. In no event, however, shall the Company be obligated by this clause to make payroll deductions with respect to or to pay such funds deducted to more than one (1) political fund.

## ARTICLE 5

### NO STRIKE, LOCKOUT, PICKET LINE

#### Section 1

During the term of this Agreement there shall be no strikes, stoppage, diminution, or suspension of work of any kind whatsoever on the part of the Union or its membership, nor shall there be any lockout on the part of the Company.

#### Section 2

It is further mutually agreed that the Company shall have the

unqualified right to take any action it deems advisable, including discipline and discharge, against any employee engaging in, participating in, encouraging, aiding or abetting any such unauthorized strike, slowdown, 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 in this Agreement.

### Section 3

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

## ARTICLE 6

### VACATIONS

#### Section 1

The following is the vacation plan for all employees:

A. The vacation season for employees who are eligible shall be from January 1 to December 31, in any one (1) year.

B. A vacation schedule shall be posted listing employees assigned vacation periods.

C. Selection of vacation periods shall be by departments within each store in the following order:

1. Department Heads by seniority.
2. All full-time employees by seniority.
3. All part-time employees by seniority.

D. The first (1st) two (2) weeks of vacation shall be consecutive and shall not be split unless requested by the employee. No vacation period shall be assigned or permitted for less than a full calendar weekly period. Vacation in excess of two (2) weeks may be split if deemed necessary by the Company. The third (3rd), fourth (4th), and fifth (5th) weeks, normally taken during the winter, can be taken at one time if mutually agreed to by the Company and the employee.

E. 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, or the employee may elect to take an additional day's pay in lieu of the additional day of vacation in the first (1st) non-holiday week upon his return from vacation.

F. If a paid holiday, as per this Agreement, falls within a part-time employee's paid vacation period, the employee shall receive the holiday hours payment to which he is entitled as per this Agreement, and this payment shall be added to his pay for his next pay period.

G. Once an employee has qualified for a vacation in accordance with Section 2, "Eligibility", he/she shall post their vacation selections for the year in January. The following schedule shall apply:

1. If entitled to one (1) or two (2) weeks, must schedule between June 1 and October 1.
2. If entitled to three (3) weeks, must schedule one (1) week between January 1 and June 1, and schedule two (2) weeks between June 1 and October 1.
3. If entitled to four (4) weeks, must schedule one (1) or two (2) weeks between January 1 and June 1, and must schedule at least two (2) weeks between June 1 and October 1. In the event such an employee elected to schedule only one (1) week between January 1 and June 1, he must schedule the fourth (4th) week between October 1 and December 31.
4. If entitled to five (5) weeks, must schedule at least one (1) week between January 1 and June 1, and must schedule three (3) weeks between May 1 and October 1. In the event such an employee elected to schedule one (1) week between January 1 and June 1, he must schedule one (1) week between October 1 and December 31.
5. If an employee is entitled to six (6) weeks, must schedule at least two (2) weeks between January 1 and June 1; must schedule at least three (3) weeks between May 1 and October 1; and in the event such an employee elected to schedule only two (2) weeks between January 1 and June 1, he must schedule one (1) week between October 1 and December 31.

H. After vacation periods of all employees have been selected and a list has been posted, changes covering this list can only be made by agreement between the Company and the employee.

## Section 2

### Paid Vacations - Eligibility Covering All Employees: (Full-time and Part-time)

A. Employees shall be entitled to a vacation with pay in accordance with the following schedule:

<u>Number of Completed Years of Continuous Service</u>	<u>Number of Weeks of Vacation with Pay per Calendar Year</u>
1 Year	One Week
2 - 4 Years Inclusive	Two Weeks (See [D] below)
5 - 11 Years Inclusive	Three Weeks
12 - 19 Years Inclusive	Four Weeks
20 - 29 Years Inclusive	Five Weeks
30 Years or more	Six Weeks (See [C] below)

B. Employees who obtain any level of vacation eligibility in accordance with the above schedule:

1. Shall be entitled to take the number of weeks vacation earned within the calendar year during which they first became eligible for such level of vacation eligibility; and
2. Shall, provided they remain continuously employed as of the following January 1, be entitled to an equal amount of vacation time as of said January 1.

C. Any employee, who has not become eligible for six (6) weeks vacation on or before December 31, 1982, shall not progress beyond five (5) weeks paid vacation.

D. Part-time employees hired after June 6, 1982, shall not be entitled to two (2) weeks vacation pay until they have completed three (3) years continuous service with the Company.

## Section 3

Vacations for eligible part-time employees shall be paid on the basis of their average hours worked for the year directly prior to their eligibility date times their current hourly rate of pay at the time they take their paid vacations. Holiday weeks, weeks in which an employee did not work, and vacation weeks in the year directly prior to an employee's eligibility date, shall not be counted as weeks worked in figuring the employee's average hours worked.

## Section 4

It is understood that vacations are not cumulative from year to year.

## Section 5

A. Vacations for eligible full-time employees shall be paid for at the employee's current rate of pay at the time they take their vacations (forty [40] hours times the number of weeks entitlement).

B. Any employee, who has become eligible for a vacation, but whose employment terminates before going on vacation, shall receive his vacation pay. To the extent permitted by law, this clause shall not apply where termination is due to theft of Company property.

C. Any employee, whose employment terminates prior to an eligibility date, shall not be entitled to either a vacation or vacation pay which would have been earned if his employment had continued to such eligibility date.

D. Any employee, who has become eligible for a vacation, shall receive payment for his vacation within one (1) week prior to his scheduled vacation period.

## Section 6

An employee, converted from part-time to full-time, and/or full-time to part-time, shall receive a vacation based on the average hours worked in the year directly prior to eligibility date times the number of vacation weeks entitlement, based on years of service as provided in this Article. All holiday weeks, weeks in which an employee did not work, and vacation weeks in the year directly prior to an employee's eligibility date, shall not be counted as weeks worked in figuring the employee's average hours worked.

## Section 7

Employees of the Company, who return to work for the Company from the Armed Forces, shall receive a paid vacation based on accumulated seniority. Accumulated seniority shall be the total of all time worked for the Company plus all time spent in the Armed Forces. An employee, who returns from a military leave of more than six (6) months, is not entitled to vacation benefits until he has been continuously employed for a period of forty-five (45) calendar days after his return from military leave. Employees returning from military service after November 15 in any year will not be required to work forty-five (45) calendar days to be entitled to vacation benefits; however, they must work the available days remaining in such year.

## Section 8

Vacation payment shall be made to an employee's estate in the amount that would have been due to the employee for a vacation

earned, but not taken or paid at the time of his death.

ARTICLE 7

HOLIDAYS

Section 1

Holidays Recognized: The following holidays (or the days nationally observed in lieu thereof) shall be recognized as holidays.

MASSACHUSETTS ONLY

Part A

Major Holidays

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

Part B

Minor Holidays

Patriot's Day  
Columbus Day  
Veterans' Day

RHODE ISLAND ONLY

Part A

Major Holidays

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

Part B

Minor Holidays

V-J Day\*  
Columbus Day  
Veterans' Day

\*In the event V-J Day ceases to be an officially recognized holiday within the State of Rhode Island, the parties to this Agreement shall select a mutually agreeable substitute holiday so that total holidays will remain the same.

Section 2

A. Holiday Pay - Eligibility:

All full-time employees, who have been employed at least thirty-one (31) calendar days from date of hire, who qualify, shall receive eight (8) hours pay at straight time for each of the recognized holidays or the days observed in lieu thereof, in addition to any pay for hours worked on the holiday. Pro rata full-time employees shall receive holiday pay based on their

average hours worked.

B. All part-time employees shall receive six (6) hours of pay for the holidays scheduled below upon the completion of three (3) years of continuous employment by the Company.

C. Part-time employees with less than three (3) years service, shall receive four (4) hours of pay for any of the holidays listed below, provided they: (1) Meet the eligibility set forth with respect to each listed holiday; (2) Have worked an average of at least fifteen [15] hours per week during the past four [4] weeks worked (excluding holiday weeks) prior to the holiday, and; (3) Meet the requirements of subsection (E).

<u>Holidays</u>	<u>Continuous Service Completed</u>
New Year's Day	90 Days
Independence Day	"
Labor Day	"
Thanksgiving Day	"
Christmas Day	"
Memorial Day	One (1) Year
Columbus Day	"
Veterans' Day	"
V-J Day/Patriot's Day (As applicable)	"
Washington's Birthday (Massachusetts Only)	"
Birthday (Rhode Island Only)	"
Personal Holiday	Two (2) Years

D. Employees meeting the test set forth above at subsection (C), but who have worked an average of at least twenty-three (23) hours per week during the last four (4) weeks worked (excluding holiday weeks) prior to the holiday, shall receive six (6) hours pay for any of the above listed holidays.

E. All employees must perform work during the week in which the holiday occurs, and must work the scheduled day before and the scheduled day after the holiday unless absent due to death in family, jury duty, vacation, injury on the job, or sickness.

F. An employee, who is transferred across the border of a state, shall receive holidays according to the holiday provision of the state from which he was transferred, and not the holidays of the state to which he was transferred. The overtime provisions of the state in which the holiday occurs will prevail. In no case will an employee receive fewer holidays in number than what he would have been eligible for had he not been transferred from his "home" state.

### Section 3

When the Company opens any of its stores on a holiday, the employees scheduled for or requested to work on that holiday shall be offered a minimum of four (4) hours for that holiday, but such hours worked shall not be counted as hours worked toward figuring weekly overtime. Preference for such work shall be given to full-time employees and then to part-time employees by seniority rotation and in accordance with work assignments within a department.

### Section 4

No employee shall be required to work beyond 6:45 P.M. on the eve of Christmas or New Year's.

### Section 5

#### Personal Day Off - Employee's Birthday - Rhode Island:

All full-time employees, with at least thirty-one (31) calendar days of continuous service, and all part-time employees hired prior to June 6, 1982, with at least ninety (90) calendar days of continuous employment, shall receive an additional day off with pay each year in celebration of their birthday. The day off need not be taken on the actual day of the employee's birthday, but must be taken on a mutually agreeable day during the calendar week in which the birthday falls.

It shall be the employee's obligation to notify the store manager of his birthday prior to the making of the work schedule for the week in which the employee's birthday occurs.

Eligible full-time employees shall receive eight (8) hours straight time pay for the day off observed in celebration of their birthday.

Eligible part-time employees shall be paid for the day off in celebration of their birthday under a formula identical to that set forth in Section 2(B) and (C) of this Article, applicable to regular holidays.

It is understood that a regular paid holiday and the birthday holiday are not to be taken in the same week or taken on Saturday unless by mutual agreement between the employee and the store manager.

### Section 6

#### Personal Holiday - Rhode Island and Massachusetts:

All full-time employees with at least thirty-one (31) calendar days of continuous service, and all part-time employees hired

prior to June 6, 1982, with at least one (1) full calendar year of continuous employment, shall receive two (2) additional personal days off with pay per calendar year. Such days off shall be taken at a time mutually agreed upon between the employee and store manager. There will be no carry-over of such personal holiday if not taken. Part-time employees hired after June 6, 1982, shall receive two (2) additional personal days off with pay per calendar year after they have two (2) years of continuous service.

It shall be the employee's obligation to notify the store manager of his/her personal day prior to the making of the work schedule for the week in which the personal day is desired. It is understood that a regular paid holiday and the personal day are not to be taken in the same week or taken on Saturday, unless by mutual agreement between the employee and the store manager.

Eligible employees shall be compensated for the day off provided by this section under formulas identical to those for the birthday holiday.

#### Section 7

A part-time employee, who works full-time in a holiday week, shall receive eight (8) hours holiday pay.

### ARTICLE 8

#### LEAVE OF ABSENCE

##### Section 1 - General:

A. Employees, when called upon to serve as employees of the Union, shall be granted a leave of absence without pay. Upon termination of said employment with the Union, they shall, upon request, be restored within fifteen (15) days from the date of the request to their positions, or substantially equivalent positions, at their former rate of pay plus any increases granted for such positions during their absence.

B. An authorized leave of absence shall not break the continuity of an employee's service record.

C. The rules and regulations regarding authorized leave of absences provided in this article do not change or in any way alter the present leave of absence arrangement in effect covering employees on military leave.

##### Section 2 - Personal Leaves of Absence:

A. Personal leaves of absence are not considered to be connected with illness, or injury, or job related injuries, and if granted, shall be without pay. The employee affected shall, during any

such leave, pay for the cost of his/her medical benefit provided by this Agreement.

**B. Duration:**

Up to six (6) months for full-time employees of one (1) year or more of continuous service.

Up to three (3) months for part-time employees with one (1) year or more of continuous service.

**C. Authorization:**

Leaves under this Article must be pursuant to written application by the employee and must be approved, in writing, by the Personnel Department to be effective.

D. Any employee, who seeks a leave of absence in accordance with the provisions herein, shall be notified by the Personnel office, in writing, within fourteen (14) days of the date the Company receives the request if the leave has been approved or denied. This notice shall specify the time limit placed on the leave, and the Company shall send the Union a copy of such notice.

E. An employee, who desires to extend his leave of absence, shall make his request in writing. This request shall be sent to the Company and shall be subject to the Company's approval. The Company shall reply to the employee's request within fourteen (14) days of the date the Personnel office received the request. The Company shall send the Union copies of any correspondence covering an employee's request to extend a leave of absence.

F. An employee, who returns from an authorized leave of absence (other than sickness, accident, or pregnancy) of three (3) 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 such an authorized leave of absence of three (3) months or more, 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 (3) months after his return from said leave of absence.

G. An employee on an approved leave of absence will be automatically terminated and considered as resigned if:

He does not return to work when the leave of absence expires.

He works elsewhere while on leave without express permission, in writing, from the Company to be so employed.

#### H. Maternity Leaves of Absence:

Unpaid leaves of absence for maternity and/or child care will be approved for part-timers and full-timers. The procedure will be for the employee to apply for a leave as the need for one is known. The leave will be up to six (6) months in duration. If one wants to extend that leave, the employee can apply in the fifth (5th) month for an additional leave with the Personnel Manager's approval. Typically, a maternity leave will not exceed one (1) year unless there are unusual circumstances.

Effective upon admission to the hospital, and for the period the employee is disabled (as per attending physician), the employee will be covered by the Disability Pay Program. During coverage under the Disability Pay Program, the full cost of the group insurance plan is paid by the Company.

#### Section 3

##### Leaves Resulting from Illness or Injury:

(Not arising out of any employment)

- A. In the event an employee shall, for any period up to one (1) year, be unable to work due to illness or injury, he/she shall be reinstated to active duty at such time as he/she is able to resume his/her normal duties. The first (1st) twenty-six (26) weeks of any such period of illness or injury shall not be deemed a leave of absence within the context of this article.
- B. In the event an employee remains off the job at the end of the first (1st) twenty-six (26) weeks of any non-employment related illness or injury, he/she must, at that time, apply for a leave of absence which the Company will grant as a matter of course.
- C. The Company agrees to continue the full cost of medical benefits during the entire period of any such leave due to illness or injury.
- D. In the event the employee shall remain off the job and be unable to resume his/her former duties after one (1) year from the date of illness or injury, the Company shall have the option to (1) terminate the employee any time thereafter, or (2) require application to extend the leave of absence for a period of up to six (6) months.
- E. An employee returning to normal duty after being off the job due to illness or injury for a period of nine (9) months or more, shall not be entitled to vacation benefits until he/she has been continuously employed for a period of three (3) months after such return.
- F. Absence due to illness or injury, extending up to twelve (12) months, shall not break seniority rights relative to vacation

credits and benefit plan eligibility.

#### Section 4

##### Leaves Resulting from Accident and Injury on the Job:

A. Provisions of this section shall apply only with respect to accident or injury occurring to an employee in the performance of duties for the Company.

B. If an employee is unable to work due to job related injury, the employee shall resume his/her normal duties at such time as he/she is able. In the event any such absence extends beyond twenty-six (26) weeks, the employee shall apply for, and the Company shall grant, a leave of absence of up to six (6) months duration. The Company agrees that, if warranted, two (2) additional leaves of absence of up to six (6) months duration each shall be granted.

C. In the event an employee shall, because of injury occurring on the job, be unable to resume his/her former duties after a period of two (2) years from the date of injury, the Company shall have the option to (1) terminate the employee any time thereafter, or (2) require application to extend the leave of absence for a period of up to six (6) months.

D. Employees returning from job related injury shall, provided he/she is able, be restored to his/her former job. In the event he/she shall be unable to perform such former job, he/she may be assigned to different job by agreement between the Company and the Union.

E. Absence caused by injury on the job extending to twenty-four (24) months shall not break seniority rights relative to vacation credits and benefit plan eligibility.

F. The Company agrees to maintain the full cost of health and welfare benefits during any such leave of absence connected with injuries arising on the job.

#### Section 5

##### Effect of Leaves of Absence and Layoffs in Contract Benefits:

An employee, on leave of absence or layoff, shall not be entitled to holiday or vacation pay or to any other employee benefit not accrued at the time of the beginning of the leave of absence or layoff. Leaves of absence or layoff, which total less than thirty (30) calendar days (twenty-two [22] work days) in a year of service, shall be considered as time served for the purpose of progression in the wage schedules, while leaves of absence or layoffs, which equal or exceed thirty (30) calendar days (twenty-two [22] work days) in a year of service, shall operate to defer the effective dates of each ensuing wage progression by

the lengths of such absences. An employee on an authorized leave of absence due to illness or injury, or injury on the job, who is covered by any of the Company's insurance or benefit programs, will continue to be covered by such programs while on leave in accordance with the terms and conditions of the insurance and benefit programs.

## ARTICLE 9

### INFRACTIONS

#### Section 1

Any employee, who is charged with a shortage or overage of any kind, shall be entitled to a hearing in the presence of the Union Representative of the Local Union and a store supervisor. In the event a shortage or overage is found to exist, other than for fraud or theft, the Company will take into consideration the employee's past work record before taking any disciplinary action.

#### Section 2

In the event of an alleged shortage or overage, the Union may examine copies of store transactions concerning such alleged shortage or overage for the purpose of checking the figures.

#### Section 3

Only one (1) employee shall be empowered to ring the cash register or have access to the cash register drawer for which the employee is held responsible.

#### Section 4

Employees, who are on off-line balancing, shall not be responsible for cash drawer balances unless the employee has been given the opportunity of counting or observing the counting of the cash before and after the day's business and, where applicable, has been given the register readings or print out before and after the cash has been counted. This shall be permitted on Company time.

#### Section 5

The Company shall bring charges against employees under this Article only in accordance with its infraction policy as amended from time to time.

## ARTICLE 10

### WEARING APPAREL AND TOOLS

#### Section 1

The Company agrees to furnish and launder, without cost to the employees, any special and specific wearing apparel that it may require the employees to wear, such as coats, aprons, smocks, protective aprons and headdress. Where mutually agreed, however, the Company may issue wash and wear garments to any employee. In such instances, the employee may be required to sign a statement of responsibility for such garments, and shall assume the obligation of keeping such garments clean and presentable in accordance with Company standards.

#### Section 2

The Company agrees to supply each of its Meat Departments with as many protective aprons, helmets, gloves and boots (and boots for service clerks) where needed, as required by meat cutters, and these protective items must be worn at all times; similarly, the Company will provide hats and hair nets for food preparers within meat, seafood, produce, bakery, and other food service departments, and such items must be worn at all times. The Company further agrees, upon request, to furnish frozen food clerks with gloves.

#### Section 3

The Company further agrees to furnish all tools required by the Company without cost to the employees.

#### Section 4

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

#### Section 5

The Company shall make gloves available to any employees who receive shipments of merchandise (receivers).

#### Section 6

The Company agrees to furnish, at no cost to employees, any apparel required by law to be worn by employees.

#### Section 7

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

## ARTICLE 11

### EMPLOYEES' VEHICLES

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

## ARTICLE 12

### HEALTH AND WELFARE - BENEFITS

#### Section 1

For the term of this Agreement, the Company agrees to provide, maintain, and administer for eligible Rhode Island Division employees and dependents, the "Star Market Company's Package Plan of Health and Welfare Benefits", a program of Accidental Death and Dismemberment Insurance, Weekly Sickness and Accident Insurance, Hospital Expense Insurance, and Surgical Operation and Major Medical Insurance, as the same are, through mutual agreement of the parties, amended from time to time and set forth in Star's handbooks and written summaries describing said benefits in detail. Said handbooks and written summaries are made a part hereof and incorporated by reference herein. The Arbitration Article of this Agreement shall not apply in any way to this provision.

#### Section 2

The Company will continue to pay the Temporary Disability Tax to the State of Rhode Island for its employees.

#### Section 3

In computing the weekly indemnity due from the Company, all employees shall make timely application for benefits under Rhode Island Temporary Disability Insurance, and the weekly indemnity is inclusive of payments under said Rhode Island Insurance Plan.

#### Section 4 - Dental Plan:

During the term of this Agreement, the Company agrees to provide, maintain, and administer a Dental Plan for all eligible employees. Coverage, eligibility, and details of said plan are set forth in Star's handbooks and written summaries as amended from time to time. Said handbooks and written summaries are made a part hereof and incorporated by reference herein.

The Company agrees to provide, maintain, and administer family dental coverage for all eligible regular full-time employees.

The Company agrees to provide, maintain, and administer family dental coverage for all eligible single full-time employees who are heads of households.

#### Section 5 - Disability Plan:

##### Full-time Employees:

1. First nine (9) days pays 70% of regular weekly pay to a maximum of \$80 (eighty dollars) per day or \$400 (four hundred dollars) per week for non-classified full-time positions; and \$90 (ninety dollars) per day or \$450 (four hundred fifty dollars) per week for classified.

2. Tenth (10th) day up to a maximum duration of twenty-six (26) weeks pays 70% of regular weekly pay, to a maximum of \$40 (forty dollars) per day or \$200 (two hundred dollars) per week for non-classified; and \$45 (forty-five dollars) per day or \$225 (two hundred twenty-five dollars) per week for classified.

#### Section 6

##### Disability Plan - Part-time Employees:

The Company agrees to provide, maintain, and administer a disability plan for regular part-time employees which will provide for 70% of the part-time employee's daily pay, computed by averaging the four (4) prior weeks (from date of the commencement of the disability) to establish the daily rate, with a waiting period of three (3) scheduled workdays, and a maximum benefit of \$50.00 (fifty dollars) per week for thirteen (13) weeks, contingent upon receipt by the Company of a doctor's certificate certifying the employee's disability. Said weekly benefit shall apply only with respect to employees having at least six (6) months service prior to any applicable disability. For employees with one (1) to two (2) years, two (2) to three (3) years, and over three (3) years of service prior to any applicable disability, the maximum weekly benefit shall be \$75.00 (seventy-five dollars), \$95.00 (ninety-five dollars), and \$110.00 (one hundred ten dollars) respectively.

The Arbitration Article of this Agreement shall not apply in any way to this Section.

#### Section 7 - Prescription Plan:

The Company agrees to provide a paid prescription plan covering regular full-time employees and dependents, and eligible part-time employees (individual). The Arbitration Article of this Agreement shall not apply in any way to this section.

Section 8 - Optical Plan:

The Company agrees to provide a paid optical plan covering regular full-time employees and dependents, and eligible part-time employees (individual). The Arbitration Article of this Agreement shall not apply in any way to this Section.

Section 9

Maintenance of Health and Welfare Plan:

Commencing June 10, 1979, and continuing as long as this contract is in force, and the Company is able to obtain group insurance rates for affected persons, the Company shall make available to retired full-time employees, between the ages of 57 and 65, the Company's medical insurance plan at group insurance rates. The Company shall pay one-half (1/2) of the annual cost for the aforesaid insurance plan, and the Company's obligation under this Section shall cease with respect to any retired employee who obtains employment elsewhere.

Section 10 - Duplicate Coverage:

Where it may be accomplished without prejudice to any benefits available to affected employees, duplicate insurance coverage may be eliminated in cases where more than one member of the same family is covered under Star's Health and Welfare program or any part hereof.

Section 11

Rhode Island Group Health Association:

This Association shall be entitled to make annual presentations to the Company's employees for purposes of solicitation of participation in the Association's benefit programs in lieu of Rhode Island Blue Cross and Blue Shield coverage, as provided by the Company herein. The additional cost of any such participation shall be at the employee's sole expense.

Section 12 - Pension Plan:

The Company shall continue to contribute to the Union Plan, \$95.50 per month for each full-time or pro-rated full-time employee in the bargaining unit represented by the Union.

The Company agrees to make payments to the United Food and Commercial Workers International Union-Industry Pension Fund, hereinafter referred to as the "Union's Pension Fund", for each regularly employed full-time employee who has elected, in writing, to become a member of the United Food and Commercial Workers International Union-Industry Pension Fund. The Union's Pension Fund is the Pension Fund and Plan created by the Agreement and Declaration of Trust dated the first (1st) day of

July, 1965, and as amended December 31, 1966, attached hereto and incorporated herein, and the booklet entitled "United Food and Commercial Workers International Union-Industry Pension Fund" attached hereto and incorporated herein, and the Participation Agreement attached hereto and incorporated herein.

The amount of payments to be made by the Company for employees for whom contributions to the Union's Pension Fund are required shall be as follows and set forth below.

The Company shall make the monthly contribution set forth above for regular full-time employees; the stated amount of such contribution shall be pro-rated appropriately for pro-rated full-time employees. Temporary full-time employees are excluded from this provision. For new full-time employees, contributions will be made to the above named Pension Fund no later than the first (1st) of the month following thirty (30) days of regular full-time employment.

The payments to the Pension Fund, required above, shall be made to the Union's Pension Fund. The Union warrants that said Pension Fund was established under an Agreement and Declaration of Trust which conforms with all requirements of Section 302 of the Labor-Management Relations Act of 1947 as amended. Said Agreements and Declaration of Trust provide, among other things, for the establishment and administration of the Pension Fund by eight (8) trustees, four (4) of whom are Union Trustees and four (4) of whom are Company Trustees, and said trustees shall serve without any compensation from the Pension Fund.

The Union warrants that the said Pension Fund conforms in all respects to the requirements of Section 401 and 404 of the Internal Revenue Code of 1954 as amended, so as to enable the Company at all times to treat contributions to the Pension Fund as a deduction for income tax purposes. In the event that the approval of the United States Internal Revenue Service should at any time be revoked for said Fund, then the Company shall not be liable for any further payments into said Fund.

The Trustees shall, among other things, determine the location of the Administration Office of the Pension Fund and adopt reasonable forms and procedures of accounting and remitting of Company payments. All contributions shall be made at such time and in such manner as the Trustees may reasonably require; and the trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records for the purpose of determining the accuracy of contributions to the Pension Fund.

Notwithstanding any provisions contained in any of the documents attached hereto and incorporated herein, or any other provision of this Agreement, all full-time employees must retire at the end of the month next following their 70th (seventieth) birthday, unless the Company consents, in writing, to an extension. This

provision shall remain subject to future changes in laws regarding mandatory retirement.

Neither the Union's Pension Plan nor liability for payments shall be subject to the grievance procedure or arbitration under this Agreement.

Effective 01/01/87, the Company agrees to reopen this section for negotiation of maintenance of pension benefit level.

#### Section 13 - Profit Sharing:

For the duration of this Agreement, the Company agrees to provide, maintain, and administer for all eligible full and part-time employees, its profit sharing plan known as American Stores Companies Retirement Estates, in accordance with the terms and conditions of said Plan, as the same may be amended from time to time.

Each permanent full-time employee becomes a member after completing one (1) full year of continuous service if age 21 (twenty-one) or over or after completing two (2) full years of continuous service if under age 21 (twenty-one).

Part-time employees become members after one (1) year of continuous service if age twenty-one (21) or older, or following the completion of two (2) years of continuous service if under age 21 (twenty-one). To earn a year of eligible service, you must complete at least 1000 (one thousand) hours of service in an anniversary year. Each hour for which you are paid or are scheduled to work, (if you are on an approved leave of absence) counts as an "hour of service".

During the terms of this Agreement, the Company shall continue to make contributions on behalf of the eligible employees to the United Food and Commercial Workers International Union-Industry Pension Fund, and these same employees shall continue to share in American Stores Companies Retirement Estates under the terms of said American Stores Plan for all excess contributions made on behalf of said employees after deducting the amount contributed on behalf of the employees to the aforesaid jointly administered pension fund.

(Eligible employees' share of each annual Company contribution will first be applied to satisfy the payments for that year to the United Food and Commercial Workers International Union-Industry Pension Fund. Any excess will then be credited to the members' profit sharing account.)

#### ARTICLE 13

##### PAID SICK LEAVE

Employees on sick leave, or absent due to injury or illness, are

covered by the Weekly Disability Benefits provision of Article 12 of this Agreement.

#### ARTICLE 14

##### DEATH IN FAMILY

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 (five [5] days in the case of the death of employee's spouse or child) without loss in basic pay. Part-time employees shall be granted three (3) days' leave (five [5] days in the case of death of the employee's spouse or child) 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 wife, husband, child, father, mother, brother, sister, mother-in-law, father-in-law, or any member of the family residing in the employee's home.

The date of notification of death, for those employees who are on the job, shall not be counted as one (1) of the three (3) days' funeral leave.

In the event of death of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law of a full or part-time employee, the employee shall receive one (1) day's leave without loss in basic pay to attend the funeral.

In the event of death of a member of the immediate family occurring while an employee is on vacation, such vacation shall, at the election of the employee and upon notice to the Company, be extended by the number of days allowed as set forth above.

#### ARTICLE 15

##### INJURIES

###### Section 1

A. In cases where injuries are sustained on the job, and where a part-time employee 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 three (3) working days, within a period of ten (10) working days, commencing the scheduled working day after the injury occurs. In the case of a post injury infection, the three (3) working days within ten (10) working days shall commence the working day after the occurrence of the post injury infection.

B. It is agreed and understood between the Company and the Union that application of provisions of this Section shall give the Company the right to require a doctor's certificate or other

authoritative verification of illness; further, that the Company shall have the right to require such injured employees, but only within the three (3) days for which no loss in pay is provided under this Section, to accept work for which their attending physician has determined is within their capabilities as a result of said injury.

#### Section 2

Work time lost on the day of the injury is to be compensated for, but is not to be included as part of the three (3) working days.

#### Section 3

No more than a total of three (3) working days shall be allowed for any one (1) injury.

#### Section 4

Full-time employees absent due to injury on the job are covered by the Weekly Disability Benefit provision of Article 12 of this Agreement.

### ARTICLE 16

#### BULLETIN BOARDS, ETC.

The Company agrees to install and maintain in all stores:

- A. A bulletin board for Company and Union notices.
- B. A first aid kit adequately equipped at all times with first aid supplies.

### ARTICLE 17

#### SHOP CARDS

A shop card of the Union shall be displayed in a prominent place in each of the Company's stores, and this shop card shall, at all times, remain the property of the Union. In addition, the Union may display a Union decal at a mutually agreed location within the stores; however, this shall not be displayed in front windows, entrance, exit doors, or courtesy booth.

### ARTICLE 18

#### DAILY REST PERIODS

#### Section 1

Any employee scheduled for seven (7) or more hours of work shall receive two (2) fifteen (15) minute relief periods with pay.

## Section 2

Any employee scheduled for six (6), but less than seven (7) hours of work, shall receive one (1) twenty (20) minute relief period with pay.

## Section 3

Any employee scheduled for less than six (6) hours of work shall receive one (1) fifteen (15) minute relief period with pay.

## Section 4

For each four (4) hours of work an employee is scheduled to work, he shall receive one (1) fifteen (15) minute relief period with pay.

## Section 5

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

# ARTICLE 19

## JURY DUTY

### Section 1

A full-time employee, who is called to serve on jury duty, shall receive pay for actual hours worked for the Company. If this pay, together with his jury duty pay, does not equal his five (5) day weekly rate of pay, the Company will make up the difference. The employee shall not be required to work the sixth (6th) day in a week, or the fifth (5th) day in a holiday week, if the sum of work pay and jury duty pay equals at least five (5) days pay in the particular week of jury duty service. If an employee is relieved from jury duty for the remainder of the day prior to 12:00 noon, he shall report within a reasonable time after his release.

### Section 2

A part-time employee, who is called to serve on jury duty, shall receive pay for actual hours worked for the Company. If this pay, together with his jury duty pay, does not equal the pay provided by his customary work schedule (average of last four [4] weeks' pay) the Company will, provided it has been unable to first reschedule an affected employee's hours to other days (including Saturdays), make up the difference, provided however, the employee shall not be asked to work the sixth (6th) day in a week.

### Section 3

The employee will furnish documentary evidence of his call to serve as a juror, and the payment received therefor, as soon as it is available to him.

### Section 4

Employees receiving payment for time lost in this Section shall not receive payments under any other provision of this Agreement for said lost time.

### Section 5

If an employee works on the sixth (6th) day in a regular week, or the fifth (5th) day in a holiday week, after having served on the jury the corresponding five (5) or four (4) days, he shall receive time and one-half (1-1/2) for such hours worked that day.

## ARTICLE 20

### VISITING STORES

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

## ARTICLE 21

### NO INDIVIDUAL AGREEMENTS

### Section 1

Neither the Company nor the Union shall enter into any individual agreement with any employee covered by this Agreement in conflict with this Agreement.

### Section 2

**Employee Waivers:** It is mutually agreed that no employee member of the bargaining unit shall have the right to waive or modify any of the terms of this Agreement unless mutually approved by the Union and the Company.

## ARTICLE 22

### MILITARY BENEFITS

### Section 1 - Reserve Leaves:

Any employee, who serves in the National Guard or in National Reserve Training in any branch of the Armed Service, shall be granted a leave of absence in accordance with the following

provisions:

All members of the National Guard, or other National Reserve Training, who present an authorized letter from their Company Commanders, shall be allowed a leave of absence which coincides with the two (2) week encampment period. Furthermore, such men who are eligible for vacation, have the option of arranging their vacation time to coincide with the encampment period, or of taking a leave of absence without pay for the encampment, and then arranging with the Company supervision to take their vacation at another time. Some men will have orders to report a few days early to set up camp. This extra time should be allowed upon the presentation of these orders to Company supervision.

**Section 2 - Induction Allowance:**

Regular full-time employees with three (3) years of service or over, who leave the Company's employ to join the Armed Forces of the United States for a period of not less than two (2) years, and as defined in the Selective Service Act of 1948 as amended, shall receive two (2) weeks' pay at their prevailing rate of pay for a regular workweek at the time of their induction into said services; and part-time employees with three (3) years service or over, who have averaged at least thirty (30) hours per week for the three (3) years directly prior to leaving the Company's employ to join said services for a period of not less than two (2) years, shall receive two (2) weeks' pay at their current part-time hourly rate of pay times their average hours worked for the three (3) year period, at the time of their induction into said services. The aforementioned payments will be paid no more than once to any employee. The Company reserves the right to terminate the aforesaid military payments if, in its opinion, the present world conditions or circumstances requiring the drafting of men for military services changes substantially. However, this will not be done without first discussing it with the Union.

**Section 3 - Veteran Reinstatement:**

The Company will reinstate, without unreasonable delay and in compliance with the Veterans Reemployment Statute, a former employee who has reemployment rights under the law and who has applied for reinstatement within the legally required period of time after his date of discharge.

**Section 4 - Military Physical Examination:**

Any 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.

**Section 5 - Reinstatement Rights:**

If this Company is sold to any other group or Company, the rights of employees out on Military Leave will not be affected.

#### Section 6 - Reinstatement Pay Rights:

Employees, who are reinstated to employment after serving in military service, shall receive their former job classification and rate of pay plus any general increases applied to their former rate of pay since they entered military service.

#### Section 7

Employees, who are reinstated to employment after serving in the Armed Forces, shall receive credit for the time spent in the Armed Forces. This time (Armed Forces) shall be added to their service time with the Company. They shall receive pay rates, vacation, and all other benefits based on accumulated seniority (Armed Forces time plus service with the Company). All employees, who return to work for the Company after serving in the Armed Forces, shall be granted all rights and privileges provided by the Selective Service Act of 1948 as amended, and as provided by other applicable law. Time spent in military service by apprentice meat cutters shall not be credited as time worked for purposes of accruing service on the progression scale.

### ARTICLE 23

#### SENIORITY

#### Section 1

##### A. General Seniority:

Seniority means the rights secured by an employee by length of continuous employment service except as provided for in this Article. Seniority starts from the last date when the employee is hired by the Company, except that new employees shall not acquire any seniority rights until they have completed a probationary period extending from date of hire to the first (1st) day of the month following thirty (30) calendar days of employment, after which their seniority shall date back to the date of last hiring.

##### B. Loss of Seniority:

An employee's seniority shall be broken if he (1) quits; (2) is retired by the Company; (3) is discharged; (4) fails to report to work after a layoff within seven (7) calendar days after the Company sends written notification to return to work to the employee's last known address; (5) has been laid off by the Company for a period of six (6) months; (6) refuses, as an alternative to being laid off, to accept a reasonable job opportunity in another store in the collective bargaining area.

C. New Employees:

(Seniority Standing)

When two (2) or more employees are hired on the same day, the Company shall determine their relative seniority, and shall notify the Union, in writing, within thirty (30) days after seniority eligibility.

Section 2 - Layoff and Recalls after Layoffs:

A. Seniority shall control the order of layoffs and recalls after layoffs within job classifications, provided the employees to be recalled are qualified to do the work assigned within the job classification.

B. Seniority Areas:

For purposes of layoff and recall, the following separate independent seniority areas shall be recognized:

1. Full-time Employees:

All of the Company's retail stores covered by this Agreement (i.e. "chain wide").

2. Part-time Employees:

(Five [5] separate seniority areas)

1. Middletown
2. North Smithfield
3. South Attleboro, Barton Street, Newport Avenue
4. University Heights, Branch Avenue, Olneyville, Elmwood Avenue
5. Lakewood, Wildes Corner, North Kingston, Pontiac Avenue

C. In the process of a layoff, the junior employee in any job classification shall have the right to follow the process of bumping indicated below:

Grocery Department

Grocery Department Head  
Head Grocery Clerk  
Assistant Head Clerk  
Receivers  
Full-time Clerk  
All Part-time Clerks  
Service Clerks

Produce Department

Produce Department Head  
Full-time Clerk  
All Part-time Clerks  
Service Clerks

Service Department

Cash Department Head  
Full-time Clerk  
All Part-time Clerks  
Service Clerks

Meat Department

Meat Department Head  
Head Meat Cutter  
Meat Cutter  
Apprentice Meat Cutter  
Full-time Clerk  
Part-time Meat Cutter  
All Part-time Clerks  
Service Clerks

Seafood/Deli Department

Seafood/Deli Department Head  
Full-time Clerk  
All Part-time Clerks  
Service Clerks

General Merchandise

Full-time Clerks  
All Part-time Clerks  
Service Clerks

Bake Shop

Full-time Clerks  
All Part-time Clerks  
Service Clerks

D. Seniority Preference - Layoffs:

Within seniority areas, the following principles shall govern:

1. Full-time Clerks in the Grocery Department, Produce Department, and Service Department may exercise their seniority only within those departments.
2. Full-time Clerks in the Meat Department and Seafood/Deli Department may exercise their seniority only within those departments.
3. Part-time Clerks may exercise their seniority in any department within that store.
4. General Merchandise and Bake Shop Clerks may exercise their seniority between their respective departments.
5. Part-time employees may exercise their seniority within their store. After exhausting their seniority rights within their store, part-time employees with a year or more of seniority, may exercise their seniority within their seniority area. Part-time employees, who elect to exercise their seniority beyond their store, but within their seniority area, must be given the opportunity to do so within one (1) week of layoff.
6. In the event of a store closing, part-time employees with a year or more seniority, after exhausting their seniority rights within their seniority area, may

exercise their seniority beyond their seniority area to the adjacent seniority areas as agreed to between the Company and the Union.

7. The exercise of part-time seniority, pursuant to Sections (5) or (6) above, shall be to the position held by the least senior employee within the store or seniority area, as the case may be.
8. Meat Cutters with two (2) or more years of seniority, shall have preference over apprentices with respect to layoffs and recalls.
9. In the process of layoff, the junior full-time employee within a department shall have the right to exercise his seniority through any lower job classification starting with the next lower job classification.
10. Before a full-time employee is reduced in hours, he shall be scheduled for the most available hours within his classification for the purpose of maintaining a regular full-time schedule, even if this means working in more than one (1) store or in more than one (1) department.
11. If, after applying #10 above, there are not sufficient hours available to maintain a regular full-time schedule, then the employee shall be reduced to the maximum number of available hours within his classification, but in no case shall this schedule be less than thirty (30) hours.
12. No employee will be laid off for lack of work except at the end of his scheduled work. (This covers both full and part-time employees.)
13. Full-time employees will be given one (1) week's notice, or one (1) week's pay in lieu of notice, in layoffs due to lack of work.
14. Persons moved to a lower job classification as a result of the application of this seniority Article shall receive the rate of pay applicable to said lower job classification.

### Section 3

#### Part-time Employees shall enjoy the following recall rights:

A. Part-time employees employed thirty-one (31) days, but less than six (6) months, and who are laid off because of lack of work, shall have sixty (60) days recall rights to their former store only.

B. Part-time employees, employed six (6) months or more, and who are laid off because of lack of work, shall have ninety (90) days recall rights to their former store, or within the applicable seniority area set forth in Section 2(B) above.

#### Section 4

##### A. Promotion to Supervisor:

If an employee is promoted from a job within the bargaining unit to a supervisory position within the Company, and is demoted to the collective bargaining unit, he shall commence work with the seniority rank he had immediately prior to his promotion. Any department manager demoted shall return to his previous classification at the current rate of pay for that classification.

It is further understood and agreed that no employee will be promoted to a supervisory position outside the bargaining unit without discussion with the Union; such discussion, however, in no way to impair or to infringe upon the Company's right to manage its business.

Such employee promoted from the bargaining unit to a position of supervision shall suffer no abridgement of his rights as otherwise provided for in this Section for a period of three (3) years from the date of such promotion out of the bargaining unit. With respect to employees promoted from the bargaining unit after ratification of this Agreement, this three (3) year provision shall be applied only once in the term of an employee's total Company employment.

##### B. Promotion Within the Bargaining Unit:

Seniority shall be considered in the selection of employees for higher rated classifications, and where the skill, efficiency, physical and mental fitness, and the ability to organize, direct, and supervise the work of others is equal, the employee with the greatest seniority shall be selected for the promotion. The final determination of the relative qualifications shall be the sole responsibility of the Company, and its judgment shall be final without recourse to grievance or arbitration procedure.

##### C. Clerk Preference:

Preference for appointment to Apprentice Meat Cutter shall be given to qualified general duty full-time clerks with three (3) or more years' service.

D. When a full-time clerk is needed, preference shall be given to a senior part-time employee, provided he is available and qualified for full-time work.

E. Senior full-time employees will be given preference for

advancement to better paying jobs.

Section 5 - Seniority of Employees on Leaves of Absence:

The seniority rights of an employee who, either by voluntary action or draft entered the Armed Forces of the United States, shall continue as though he had not been absent, and he shall have the right to be reinstated to his employment as provided by law and regulation thereunder.

The seniority of an employee on an extended leave of absence, which is hereby defined as any leave of absence other than military leave of absence in excess of ninety (90) days, shall be protected to the expiration of said leave of absence, but shall not accumulate during any period of absence in excess of one (1) year.

Section 6 - Seniority Lists:

Once each year, the Company shall furnish to the Union a seniority roster showing the name, classification and seniority date of each employee in the bargaining unit.

Section 7 - Seniority Date (Part-time to Full-time):

When a part-time employee accepts full-time employment, he shall be on a trial basis for up to ninety (90) days and shall be given a full-time seniority date on the basis of one (1) week's credit for each two (2) weeks of part-time service.

Section 8 - Newly Hired Full-time Employees - Trial Basis:

Newly hired full-time employees shall be on a trial basis for up to ninety (90) days.

NOTE: Neither Sections 7 or 8 shall abrogate the Company's obligation with respect to collection of initiation fees or Union dues pursuant to Article 3.

Section 9

Service, General Merchandise and Bake Shop Clerks Seniority:

A. It is agreed that Service, General Merchandise, or Bake Shop Clerks shall be handled as a separate seniority classification and that qualified senior Service, General Merchandise, or Bake Shop Clerks will be given preference for regular part-time openings.

B. Part-time employees shall have preference over Service, General Merchandise, or Bake Shop Clerks in the matter of layoffs and recalls after layoffs, provided the part-time employee accepts the work and rate of the displaced Service, General Merchandise, or Bake Shop Clerk.

C. When a Service, General Merchandise, Bake Shop, or Food Service Clerk is appointed to and accepts the classification of regular part-time cashier or clerk, his seniority date for the purposes of layoffs and preference for hours shall be computed on the basis of one (1) week's service credit for each two (2) weeks prior service with the Company.

D. However, for the purpose of qualifying for vacations, pay rate, and holidays, his seniority date remains the last date he was hired by the Company.

#### Section 10 - Posting of Full-time Jobs:

The Company agrees to post available full-time jobs in all stores within the Rhode Island Division.

### ARTICLE 24

#### STEWARDS

##### Section 1

The Union shall have the right to appoint one (1) of its members within each store to the position of regular Union Steward and a substitute to act in his absence.

##### Section 2

Regular Union Stewards shall have top seniority with respect to layoffs within their departments within their respective stores of the Company.

##### Section 3

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

##### Section 4

The Union shall supply the Company with a list of Stewards and store locations.

##### Section 5

The Steward shall have the authority to handle employee grievances and any violations of the provisions of this Agreement upon occurrence of such violations. The Steward shall meet with the store manager and attempt to settle the matter immediately. Failing to arrive at a settlement, he shall report the violation to the Union Representative, who will meet with the store manager and/or other interested parties and attempt to settle the matter.

ARTICLE 25

GRIEVANCES AND ARBITRATION

Section 1 - Grievances:

A. Grievance Defined:

A grievance is hereby defined as any dispute involving the interpretation or application of the provisions of this Agreement.

B. Procedure:

A grievance may be initiated by any individual employee, by the Union, or by the Company. Once initiated, the following steps shall be taken to settle such grievance:

STEP 1

An employee raising a grievance must first take up the problem with the store manager. The employee has the right to be accompanied by a representative of the Union.

STEP 2

By conference between the Union Representative and/or store manager and/or personnel or other representative designated at the Company's option.

STEP 3

By conference between a Union representative and a Company official.

**NOTE:** No grievance shall proceed to Step 3 unless the Union has presented the Company with a written grievance not later than fourteen (14) days after the meeting at STEP 2. The STEP 3 meeting shall, unless the matter is resolved, be held no later than two (2) weeks after the Company received the written grievance.

Any grievance initiated or carried to STEP 3 shall be reduced to writing. Grievances involving only one (1) store shall be introduced only at STEP 1, while grievances involving more than one (1) store, may be introduced at any step. All grievances shall be investigated and answered promptly.

C. Time Limit on Grievances:

Any grievance involving a claim of improper discharge or other discipline must be presented within fourteen (14) calendar days after the action has been taken. All other grievances, other than wage claims, must be made within thirty (30) calendar days

after the cause giving rise to the grievance becomes evident.

Section 2 - Arbitration:

A. If any dispute involving the interpretation or application of this Agreement is not adjusted by the grievance process, either the Union or the Company may, within fourteen (14) calendar days after failure to adjust the grievance in accordance with the grievance procedure, serve upon the other party a written demand for arbitration stating the issue to be arbitrated.

If still unresolved within seven (7) calendar days thereafter, the grieving party shall request the American Arbitration Association or the Federal Mediation and Conciliation Service to commence procedures for arbitration of the case in accordance with the then prevailing rules of the American Arbitration Association and/or the Federal Mediation and Conciliation Service.

B. The arbitrator shall commence hearings as quickly as possible after his selection and shall render his award, in writing, together with his written findings and conclusions as quickly as reasonably possible after the hearing. The award shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any.

C. The arbitrator shall have no power to add to or subtract from the terms of this Agreement or any amendments hereof.

D. The arbitrator's fee and expense, the cost of any hearing room, and the cost of a shorthand reporter and of the original transcript, shall be borne equally by the parties. All other cost and expense shall be borne by the party incurring them.

Section 3 - Discipline:

During the employee's probationary period, an employee may be discharged for any reason at the sole discretion of the Company. After an employee has completed the probationary period, such employee shall not be suspended, discharged, or otherwise disciplined without just cause, in accordance with the Company's discipline policy.

ARTICLE 26

EXERCISE OF MEMBERS' RIGHTS

Section 1

It is understood and agreed that all employees within the bargaining unit covered by this Agreement must exercise all their rights or necessary procedures under this Agreement, and under the International and Local Union Constitution, in the settlement

of any and all complaints or grievances filed by such employees before taking any action outside of the scope of this Agreement covering the settlement of such complaints or grievances.

## Section 2

At any step of the grievance procedure of this Agreement, the Executive Board of the Local Union shall have the final authority with respect to any aggrieved employee covered by this Agreement, to decline or cease to process a grievance, complaint, or dispute any further if, in the judgment of the said Executive Board, such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the said Union Executive Board.

## ARTICLE 27

### 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 28

### HOURS

#### Section 1 - Basic Workweek and Holiday Workweek:

Hours and conditions of work pertaining to hours of full-time employees:

##### A. Basic Workweek:

The workweek for all full-time employees shall be:

1. Regular Straight Time Hours:  
(Forty [40] hours - Five [5] day week  
4 days - Eight (8) hours between 6:00 A.M. and 6:00 P.M.  
1 day - Any eight (8) hours worked between 6:00 A.M. and 10:00 P.M. or  
5 days - Any eight (8) hours worked between 6:00 A.M. and 6:00 P.M.

For employees hired or promoted to full-time employment after June 10, 1979:

- 3 days - Eight (8) hours between 6:00 A.M. and 6:00 P.M.
- 2 days - Any eight (8) hours worked between 6:00 A.M. and 10:00 P.M. or
- 5 days - Eight (8) hours worked between 6:00 A.M. and 6:00 P.M.

2. **Holiday Straight Time Hours**  
(Thirty-two [32] Hours - Four [4] day week)

- 3 days - Eight (8) hours between 6:00 A.M. and 6:00 P.M.
- 1 day - Any eight (8) hours worked between 6:00 A.M. and 10:00 P.M. or
- 4 days - Eight (8) hours worked between 6:00 A.M. and 6:00 P.M.

For employees hired or promoted to full-time employment after June 10, 1979:

- 2 days - Eight (8) hours between 6:00 A.M. and 6:00 P.M.
- 2 days - Any eight (8) hours worked between 6:00 A.M. and 10:00 P.M. or
- 4 days - Eight (8) hours worked between 6:00 A.M. and 6:00 P.M.

3. New employees may be scheduled for a fixed daily work shift at the straight time hourly rate commencing at 2:30 P.M. and ending at 11:00 P.M. offered first to present night crew full-timers and then to part-time employees on a voluntary basis.

**B. Holiday Workweek - Fifth (5th) Day:**

- 1. During major holiday weeks only, full-time employees appointed or hired prior to June 6, 1982, may elect to work forty (40) hours, five (5) days, but the additional eight (8) hours shall be at straight time. The Company may, however, elect to have such employees work a fifth (5th) day during a minor holiday week. Where this occurs, such employees will be scheduled a minimum of four (4) hours and shall be paid at the rate of time and one-half (1-1/2) their current rate.
- 2. Full-time employees, appointed or hired after June 6, 1982, will be eligible to work the fifth (5th) day in a holiday week at the election of the Company, and when the Company so elects, such hours are to be paid at straight time.
- 3. During holiday weeks, when a store is open on the holiday, an employee working forty (40) hours (five [5] days) may be assigned to work as his fifth (5th) day the holiday or his day off.

C. No Split Shift:

Working hours for employees shall be consecutive within one (1) working day.

D. It is further understood, and the parties hereby stipulate and agree, that the basic workweek shall be Monday through Saturday, but not necessarily consecutive. Consequently, hours worked on Sundays will be in addition to the employees' regular workweek.

Section 2 - Overtime:

A. Full-time Employees:

All full-time employees shall be paid one and one-half (1-1/2) times their regular hourly rate for any of the following hours worked:

1. In excess of forty (40) hours per week.
2. In excess of eight (8) hours per day.
3. Before 6:00 A.M. and after 6:00 P.M., except for full-time employees hired or promoted to full-time before June 10, 1979, for one (1) day within the workweek when it shall be paid after 10:00 P.M.
4. Before 6:00 A.M. and after 6:00 P.M., except for two (2) days within the workweek when it shall be paid after 10:00 P.M. for full-time employees hired or promoted to full-time employment after June 10, 1979.
5. Any work performed on the sixth (6th) day of a normal week.

B. Part-time Employees:

Part-time employees shall be paid one and one-half (1-1/2) their regular hourly rate for all hours worked:

1. In excess of forty (40) hours per week.
2. In excess of eight (8) hours per day.
3. Before 6:00 A.M.
4. For any work performed on a sixth (6th) day.

C. With respect to part-time employees, overtime shall not be paid for hours worked between 6:00 A.M. and thirty (30) minutes beyond scheduled closing time, except for employees who are working more than forty (40) hours in a week.

With respect to stores having scheduled 12:00 midnight closing hours, employees shall not start later than 7:00 P.M. Where normal store closing hours are temporarily extended, overtime shall be paid after the normal closing time.

D. No overtime shall be worked or paid for unless authorized by store manager. In the absence of extenuating or unusual circumstances, an employee shall not be compelled to accept overtime.

### Section 3 - Premium Pay - Sundays and Holidays:

#### A. Sundays:

All hours to be worked on Sundays shall be by mutual agreement of the Company and the employee. All employees electing to work on Sunday shall be compensated at one and one-half (1-1/2) times their regular hourly rate of pay, however, such hours shall not be counted as hours worked in computing weekly overtime. Sunday work shall be offered to interested and available employees by strict rotation and in accordance with work assignment within a department.

B. All employees requested to work on any major holiday, shall be paid double their regular hourly rate of pay for all hours worked, but such hours shall not be counted as hours worked in computing weekly overtime.

C. Hours worked on minor holidays are to be paid for at time and one-half (1-1/2), but such hours shall not be counted as hours worked in computing weekly overtime.

**NOTE:** Notwithstanding provisions contained in this contract not allowing the Company to exclude hours worked on Sundays and holidays from overtime computation, such hours shall, when the Company is again permitted by law to exclude them, not be included in computations relating to overtime.

### Section 4 - Meal and Rest Periods:

A. Subject to exceptions stipulated herein, or agreements to the contrary, the general lunch period for all employees who work during the full day shall be one (1) hour between 11:30 A.M. and 2:30 P.M.

B. In specific cases where (1) the Union and the Company mutually agree and (2) the law so permits, employees may be scheduled for one-half (1/2) hour for lunch in lieu of the one (1) hour lunch period stipulated above.

C. When an employee works eight (8) hours back from 10:00 P.M. as his late evening, the meal period shall be one-half (1/2) hour, or three quarters (3/4) of an hour, for certain employees as required by law between the hours of 5:00 P.M. and 7:00 P.M.

D. Any full-time employee, hired prior to June 10, 1979, when requested to work more than one (1) late night per week, shall receive for such additional nights, one-half (1/2) hour for supper before 6:00 P.M.

E. Any full-time employee, hired after June 10, 1979, when requested to work or scheduled to work more than two (2) late nights per week, shall receive for such additional nights, one-half (1/2) hour for supper before 6:00 P.M.

#### Section 5

##### Part-time Employees - Hours, Conditions and Premiums:

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

B. When a part-time 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 requested or scheduled to work on the particular day.

C. All part-time employees, hired prior to June 15, 1974, who are requested by the Company to work more than two (2) late nights per week (hours between 6:00 P.M. and thirty [30] minutes beyond store closing) shall receive for such additional late night hours a fifteen percent (15%) premium above their regular hourly rate of pay.

D. Part-time employees shall not be employed on a weekly basis for less than fifteen (15) hours within a regular week nor less than twelve (12) hours in a holiday week. However, part-time employees hired and working less than fifteen (15) hours prior to July 1, 1979, shall not be required to meet the fifteen (15) hour requirement provided an appropriate waiver is executed.

E. The Company will make available the most available part-time hours within the store and within the classification to the senior part-time employees.

F. Further, the Company shall, except with respect to employees who, in writing, waive the right to such hours entitlement and except for employees hired after June 6, 1980, employ part-time employees in the store in which they regularly are scheduled to work for not less than twenty-three (23) hours in a regular week, and not less than nineteen (19) hours in a holiday week. Employees hired after June 6, 1980, shall receive the hours guaranteed by Section 5(D) above.

G. If there are eight (8) hours of work available on Monday, Tuesday and Wednesday, the Company shall not employ part-timers in the morning and part-timers in the afternoon to share such eight (8) hours of work on such days within the appropriate classifications.

H. It is further understood, and the parties hereby stipulate and agree, that the basic workweek shall be Monday through Saturday, but not necessarily consecutive. Consequently, hours worked on Sundays will be in addition to the employees' regular workweek.

I. During the period between the Monday prior to May 1 and the Saturday prior to September 15 in any year, the applicable pay for part-time employees shall be:

Straight time rates for hours worked up to and including thirty (30) hours in one (1) week.

Time and one-half (1-1/2) for hours worked between thirty (30) and forty (40) hours in one (1) week.

Applicable full-time rate for all hours worked in weeks where hours total forty (40) or more.

J. Part-time employees temporarily working more than thirty (30) hours per week during the period between the Saturday prior to September 15 in a year and the Monday prior to May 1 of the next year, shall be paid (for all hours in individual weeks over thirty (30) hours) at the appropriate full-time rate derived by granting one (1) week service credit for each two (2) weeks of part-time service.

K. No part-timer shall be scheduled for less than four (4) hours per shift unless requested by the employee.

1. Store managers shall have the option to work part-time employees up to thirty (30) minutes beyond scheduled store closing time for purposes of securing and cleaning the store. This clause shall not apply to stores opened twenty-four (24) hours per day. In such stores, store managers shall have the option to work part-time employees up to thirty (30) minutes beyond 12:00 midnight at the appropriate night premiums.

## Section 6 - Work Schedules:

### A. Posting Schedules:

A schedule, designating employees' hours of work, shall be posted in ink in each store by 4:00 P.M. Friday of the preceding week for each following week. This schedule is subject to change to meet emergencies and unusual situations.

### B. Assignment of Day Off:

Full-time employees will be assigned one (1) day off per week, and such day off shall be the same day each week; excepting, however, that this day off is subject to change to meet emergencies or unusual situations. During holiday weeks,

full-time employees who desire to work only the holiday workweek hours, will be notified as to the day off that has been assigned to them on no later than the preceding Friday.

C. The work schedule shall be arranged to provide all employees with at least one (1) Saturday night off (6:00 P.M. on) out of each three (3) consecutive Saturdays.

## ARTICLE 29

### TRANSFERS - TRANSPORTATION

Transfers shall not be arbitrary or capricious. An employee, who is transferred on a temporary basis, shall be compensated for the additional daily mileage traveled in excess of twenty (20) miles round trip from his home at the rate of twenty and one-half cents (\$.205) per mile for such additional mileage and for the duration of this Agreement, any further upward adjustments which may affect Massachusetts employees shall be passed on to employees covered by this Agreement.

## ARTICLE 30

### WAGES

The following scale of wages shall be the minimum rates applicable to employees effective on the dates shown:

#### Section 1

Full-time Clerks (Forty [40] hour - Five (5) day week)

Employed prior to June 1, 1986

06/01/86

	<u>Hourly Rates</u>	<u>Weekly Rates</u>
After 30 days	\$6.55	\$262.00
After 6 months	6.725	269.00
After 12 months	6.925	277.00
After 18 months	7.10	284.00
After 24 months	7.75	310.00
After 30 months	8.25	330.00
After 36 months	11.075	443.00

Full-time Clerks (Forty [40] hours - Five day week

Employed or appointed to full-time on or after 06/01/86

06/01/86

	<u>Hourly Rates</u>	<u>Weekly Rates</u>
After 30 days	\$6.00	\$240.00
After 6 months	6.175	247.00
After 12 months	6.375	255.00
After 18 months	6.55	262.00
After 24 months	7.20	288.00
After 30 months	7.70	308.00
After 36 months	10.525	421.00

Section 2 - Part-time Clerks:

(Rate per hour)

After 30 days	\$3.70
After 6 months	3.80
After 12 months	3.95
After 18 months	4.20
After 24 months	4.60
After 30 months	5.10
After 36 months	6.10

Section 3 - Meat Cutters:

(Forty [40] hour - Five [5] day week)

06/01/86

	<u>Hourly Rates</u>	<u>Weekly Rates</u>
Meat Cutter	\$13.00	\$520.00
Head Meat Cutter*	13.25	530.00

\*Effective June 6, 1982, the Company shall have no obligation to appoint Head Meat Cutters except in stores whose average weekly volume exceeds \$250,000.

Section 4 - Apprentice Meat Cutters:

(Forty [40] hour - Five [5] day week)

06/01/86

	<u>Hourly Rates</u>	<u>Weekly Rates</u>
First 4 months	\$9.90	\$396.00
After 4 months	10.00	400.00
After 8 months	10.25	410.00
After 12 months	10.50	420.00
After 16 months	10.75	430.00
After 20 months	11.00	440.00
After 24 months	11.25	450.00
After 30 months	13.00	520.00

A. An employee promoted to Apprentice Meat Cutter shall maintain his rate or receive the starting rate listed in the Apprentice Schedule, whichever is the higher. If his rate is higher than the starting rate of the Apprentice Schedule, he shall receive his next increase in pay after having served the required period of time in accordance with the apprentice progression scale herein.

Section 5 - Part-time Meat Cutter:

(Rate per hour)

06/01/86

\$13.00

Section 6 - Seafood & Deli Department Head\*:

(Forty [40] hour - Five [5] day week)

06/01/86

<u>Hourly Rates</u>	<u>Weekly Rates</u>
\$12.975	\$519.00

\*Effective June 6, 1982, the Company shall have no obligation to appoint Seafood and Deli Department Heads except in stores whose average weekly volume exceed \$250,000.

Section 7 - Department Heads:

(Forty [40] hours - Five [5] day week)

06/01/86

	<u>Hourly Rates</u>	<u>Weekly Rates</u>
Grocery	\$13.375	\$535.00
Produce	13.15	526.00
Meat*	13.90	556.00

\*All current Meat Department Heads shall maintain their present classifications and rates adjusted by the general wage increases.

Section 8 - Head Grocery Clerks:

(Forty [40] hour - Five [5] day week)

06/01/86

	<u>Hourly Rates</u>	<u>Weekly Rates</u>
	\$12.725	\$509.00

Section 9 - Assistant Head Clerks\*:

(Forty [40] hour - Five [5] day week)

06/01/86

	<u>Hourly Rates</u>	<u>Weekly Rates</u>
	\$12.65	\$506.00

\*All present Assistant Head Clerks shall be grandfathered. New appointments to this classification shall be optional with the Company.

Section 10 - Cash Department Head:

(Forty [40] hour - Five [5] day week)

06/01/86

	<u>Hourly Rates</u>	<u>Weekly Rates</u>
	\$12.65	\$506.00

Section 11 - Service Clerks:

06/01/86

After 30 days	\$3.70
After 6 months	3.80
After 12 months	3.95

A. Service Clerk Duties:

A Service Clerk is an employee whose duties do not include any of the work of a regular clerk. Service Clerks may:

- (1) Perform clean-up work around the check stands and in the area between the check stands and the customers' entrances to the stores;
- (2) Keep the check stands stocked with supplies, such supplies not to include merchandise offered for sale;
- (3) Handle merchandise after it has become the property of the customer, and may also assist the checker or cashier in removing merchandise from the carriages;
- (4) Collect and line up carriages from the parking lot and return them to the store, and may keep the parking lot and store area orderly and free from refuse;
- (5) Carry empty bottles to a collection point and refuse to a point of disposal;
- (6) Mow the lawn, shovel snow, wash bottles, collect and tie cardboard, clean customer breakage, sweep the entire store (sales area only), spot mop (sales area only), clean rest rooms and lunch room, and handle customer returns and price checks, and
- (7) Serve as bottle clerks.

Service Clerks shall be given preference in filling Part-time Clerk vacancies. The Company may hire as many Service Clerks as it deems necessary from time to time.

B. Uniforms:

The Company agrees to provide different colored uniforms for Service Clerks to distinguish Service Clerks from other employees in the stores. The Company agrees to use separate time schedules for Service Clerks.

Section 12

General Merchandise, Bake Shop and Food Service Clerks:  
(Rate per hour)

06/01/86

After 30 days	\$3.70
After 6 months	3.80
After 12 months	3.95
After 18 months	4.20
After 24 months	4.45

General Merchandise, Bake Shop, and Food Service Clerks hired after June 1, 1986, shall receive increases only in accordance with progression rates shown above for length of service indicated.

**NOTE:** Food Service Clerks may set up and maintain salad bars and any other food service department.

Upon acceptance of appointment to regular part-time cashier or clerk, such General Merchandise, Bake Shop, Food Service, and Service Clerks shall receive an increase equal to the greater of ten cents (\$.10) or the applicable new rate. For purposes of pay rates, such clerks shall be credited under applicable new rate structures for full service for all time with the Company.

Section 13 - General Wage Increases:

Except as set forth elsewhere herein, all employees in the employ of the Company shall receive the following hourly wage increases effective the dates indicated.

06/01/86

Classified Employees	\$ .55
Full-time Employees	.55
Part-time Employees	.30
Service Clerks	.10
General Merchandise, Bake Shop, and Food Service Clerks	.15

Full-time employees, placed on part-time work due to economic reasons, shall receive an hourly increase prorated according to the employee's full-time length of service.

Section 14 - No Reduction in Wages:

There shall be no reduction of wages now paid by reason of the signing of this Agreement except where employees are demoted from one classification to another.

Section 15 - Receivers:

(Rate per hour)

06/01/86

<u>Hourly Rates</u>	<u>Weekly Rates</u>
\$12.65	\$506.00

Receivers shall report to the Store Manager. Effective June 6, 1982, the Company shall have no obligation to appoint Receivers except in stores whose average weekly volume exceeds \$250,000.

ARTICLE 31

MISCELLANEOUS WAGE CONDITIONS

Section 1

All classifications listed in this Agreement shall be maintained in accordance with the terms of this Agreement.

Section 2 - Relief Pay:

A. When a Meat, Seafood/Deli, Produce, Grocery or Service Department Head is absent for a day or more, a relief employee is assigned to the department. When such absent department head is relieved by a full-time employee, the relief person shall receive seven dollars (\$7.00) per day (not over eight [8] hours) for each day that he substitutes starting with the first (1st) day. The above is subject to the following provisos:

When the Grocery Department Manager is relieved by the Head Grocery Clerk, such relief pay will commence on the second (2nd) day of absence.

When the Meat Department Manager is relieved by the Head Cutter, such relief pay will commence on the second (2nd) day of absence.

B. In the event such relief employee replaces the above department heads for a full week or more, he shall receive up to thirty-five dollars (\$35.00) per week above his personal rate, but in no case to exceed the rate for the department.

Section 3 - Step Increases:

A. Whenever an automatic step-up scale of minimum rates based on months or years of service is defined in this Agreement, the service criterion is meant to be of continuous service with the Company.

B. When a step-rate increase is due an employee, it shall be

paid as of the Monday of the week in which the employee's anniversary date occurs.

Section 4 - Part-time Rate Credit:

Part-time employees promoted to full-time positions shall receive past service credit towards their new full-time rate of pay in the following manner, except as provided in (B).

A. When an employee has been promoted to a full-time position, he shall receive one (1) week's service credit for each two (2) weeks part-time service in determining his full-time rate of pay.

B. A part-time employee, transferred to full-time employment, shall receive his part-time hourly rate or the appropriate full-time rate, whichever is higher, but no higher than the three (3) year minimum progression full-time rate.

Section 5 - Rate Adjustments - General:

A. Whenever the Company finds it necessary, because of economic reasons, to place a full-time employee on part-time work, the hourly rate of pay and benefits in such instances shall be prorated according to the employee's full-time rate of pay and benefits.

B. Full-time employees, placed on part-time work because of economic reasons, shall receive the increases in hourly rates they would have reached had they remained full-time.

C. The rate of pay of a part-time employee, who returns to part-time work after having worked temporarily as a full-time employee, shall then be the hourly rate of pay in accordance with Article 30, Section 2, or his former part-time rate, whichever is higher.

Section 6

During vacations and illnesses extending beyond four (4) weeks, the Company shall be required to replace a Head Cutter or a Head Grocery Clerk.

Section 7

The Union recognizes that the Company, in planning for its future growth, may find it necessary to fill any Department Head position during vacation periods with individuals who are being groomed and trained to occupy similar positions in new or acquired stores.

Section 8 - Night Work:

The Company shall have the right to schedule people to work a night shift which shall consist of any consecutive eight (8)

hours between the hours of 10:00 P.M. and 8:00 A.M., Monday through Saturday. In addition, the following shall apply with respect to night work:

- A. It shall consist of five (5) eight (8) hour shifts (holiday workweek shall consist of four (4) eight (8) hour shifts with so-called fifth (5th) day option.)
- B. It shall include one-half (1/2) hour paid meal break; additional breaks to be allowed at the Company's discretion.
- C. Total pay of persons performing night work shall be taken into consideration with respect to all contract benefits.
- D. With the exception of Meat Cutters, preference for night work to be given to three (3) year and over full-time employees. If no three (3) year or over full-time employees are available in the store where the night work will take place, the Company shall offer the job to the next full-time employee, according to seniority.
- E. Part-time night employees are to be scheduled a minimum of six (6) hours daily and no more than thirty (30) hours weekly.
- F. There shall be at least one (1) full-time employee assigned to night work.
- G. Appointment to night work remains voluntary. (Employees may not be forced onto shift.)
- H. Effective July 1, 1985, employees working night shift (whether specifically hired therefor or whether they had formerly worked days), may elect to work days only upon agreement of the Company.
- I. Persons performing night work shall receive ordinary contract rates together with:
  - \$ .75 per hour for Meat Cutters,
  - \$ .60 per hour for all other employees.
- J. Night premium also applies to all hours worked between 12:00 A.M. and 8:00 A.M. on Mondays.

**Section 9 - Pay Rates:**

During the term of this Agreement, the Company agrees to pay not less than the minimum pay rates set out in Article 30 of this Agreement.

Section 10 - Store Volumes:

For purposes of this Agreement, references to average weekly sales volume levels (as may be referred to in Article 30 or elsewhere) shall mean the average weekly sales volume in any store for the six (6) month period prior to the most recent December 31.

ARTICLE 32

SECURITY

Applies only to those employees who have obtained regular full-time status as of June 10, 1979.

A. In the event of a reduction in hours of work or layoff because of lack of work, such regular full-time employee may bump the junior full-time employee in his classification within the seniority areas designated in Section 2 of Article 23.

B. This junior full-time employee may:

1. Either work within the framework of part-time hours, as a full-timer with pro-rata consideration of what a regular full-timer receives, or
2. Accept layoff status with six (6) months' recall rights.

**NOTE:** The employees referred to in (1) and (2) above shall be recalled to regular full-time employment in accordance with their seniority rights.

C. To avoid layoff or reduction in hours, the Company, wherever possible, will continue its present practice of having a full-time employee work in more than one (1) store.

D. Pro-rata consideration of what a regular full-timer receives applies to wages, vacations, holidays, life insurance coverage, pension credits and weekly indemnity payments. Hospitalization, surgical, major medical, accidental death and dismemberment benefits will remain exactly as if the reduced employee were working full-time.

E. It should be noted that this special status outlined in the foregoing paragraph is for the life of this Agreement, and if the reduced employee refuses regular full-time work, he shall have no further rights to those indicated benefits in the preceding paragraph if he chooses to work as a part-time employee.

F. If the junior full-time employee prefers layoff to working part-time hours, he shall have six (6) months' recall rights in accordance with his seniority and shall be provided benefit coverage as follows:

<u>A &amp; H Insurance</u>	<u>Period of Coverage</u>
Weekly Indemnity	None
Major Medical, Hospitalization, Surgical, Accidental Death and Dismemberment	Sixty (60) days or final termination of employment, whichever occurs first.
Life Insurance	Six (6) months or final termination of employment, whichever occurs first.
Pension	No earned credit during layoff. Reinstated immediately upon recall to full-time work if this occurs within the six (6) month period.

**G. Part-time Security:**

It is further agreed that present part-time employees shall not have their hours arbitrarily reduced by reason of the hiring of Service, General Merchandise or Bake Shop Clerks.

H. When a regular full-time job is vacated for any of the following reasons - death, discharge for cause, retirement and voluntary termination, the job so vacated will be offered the employee identified in this Article.

**ARTICLE 33**

**MISCELLANEOUS WORK CONDITIONS**

**Section 1 - Store Door Vendors/Salesmen:**

Salesmen and Vendors, who service their own merchandise, may stock and service any of their product within any of the Company's stores.

**Section 2 - Mechanization and Classification:**

The Company will notify the Union before introducing any new type of production equipment or before setting up a new department or before establishing a new classification not presently listed within this Agreement.

### Section 3 - Definition - Temporary Full-time Employee:

A temporary full-time employee is one who is transferred from part-time to full-time work under the following circumstances:

- A. Vacation replacement
- B. Store promotion
- C. Store openings
- D. Seasonal situations
- E. Replacing full-time employees who are absent.

### Section 4 - Full-time Status:

Effective upon ratification, a part-time employee who works twenty-six (26) or more straight weeks at or beyond forty (40) hours, or who averages thirty-five (35) or more hours in a period of fifty-two (52) consecutive weeks will:

1. Be considered a permanent full-time employee effective as of the date such situation is called to the Company's attention.
2. Receive a full-time seniority date for purposes of layoffs and recalls retroactive to the start of such period of continuous work; and
3. Be entitled to full-time benefits based on the applicable eligibility dates and the date such person is first considered a full-time employee.

### Section 5 - Polygraph:

The Company agrees that it will not request or require an employee to take a lie detector test. An employee may choose to make a voluntary offer to submit to a lie detector test; however, such voluntary offer must have prior approval of the Local Union.

### Section 6

Part-time employees may be assigned to work in more than one (1) store department.

### Section 7 - Safety Training:

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

- A. Full-time and/or part-time employees will be granted time to attend Safety Training Programs under the sponsorship of the

Safety Committee and they shall be paid for two and one-half (2-1/2) hours per year at straight time, for time spent attending such training programs.

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

#### ARTICLE 34

##### SEVERANCE PAY

###### Section 1 - Eligibility:

Employees hired or promoted to full-time prior to June 6, 1982, shall be eligible for severance pay, provided they meet the requirements of (A) through (D) below.

- A. Must have a minimum of one (1) year's continuous full-time service, and
- B. Must have been laid off for lack of work, and
- C. Must not be working for the Company on a part-time basis, and
- D. Must have either exhausted his recall rights or have chosen to forfeit his recall rights at the time of layoff.

###### Section 2

Once an employee is eligible for severance pay, he shall receive one-half (1/2) week's pay for each full year of continuous full-time service, but not to exceed ten (10) years. It is understood that employees receiving payment under this Section shall not receive payments under any other provisions of this Agreement.

#### ARTICLE 35

##### SCOPE OF AGREEMENT

###### Section 1

This Agreement constitutes the entire agreement between the parties hereto and supersedes all agreements, written and oral, of whatever kind heretofore made.

###### Section 2

The captions of the several Articles and Sections of this Agreement are for convenience only, and in no way limit, enlarge, define, or otherwise affect the scope or intent of the Agreement or any provision thereof.

Section 3 - Amendments:

This Agreement is subject to amendment, alteration, or addition, only by a subsequent written agreement between and executed by the Company and the Union. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Section 4 - Notices:

All notices required under this Agreement shall be deemed to be properly served if delivered, in writing, personally or sent by certified or registered mail to the Officers of the Union at 278 Silver Spring Street, Providence, Rhode Island, or to the Company at 625 Mt. Auburn Street, Cambridge, Massachusetts, or to an employee at his home or residence address, or to any subsequent address which the Union, the Company, or the employee may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is postmarked by a post office of the United States Post Office Department.

ARTICLE 36

DURATION OF AGREEMENT

This Agreement between the Company and the Union shall become effective at 12:01 A.M., June 1, 1986, and shall continue in full force and effect until its expiration at Midnight, May 31, 1987, and shall be continued from year to year thereafter unless, at least sixty (60) days prior to its expiration or at least sixty (60) days prior to any subsequent anniversary of the expiration date, either the Union or the Company gives written notice by registered mail to the other that it desires to amend or terminate this Agreement.

IN WITNESS WHEREOF, the Company and the Union have hereunto caused this Agreement to be signed, sealed and delivered in their names, by their authorized agents on the date and year first written above.

FOR THE UNION

Frank W. Costly

FOR THE COMPANY

[Signature]

**UFCW**

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**LOCAL UNION 328  
AFL-CIO**

**278 SILVER SPRING STREET  
PROVIDENCE, R.I. 02904**

***Tel. 401-861-0300***

**TOLL FREE OUTSIDE R.I.  
1-800-221-1121**

**OFFICE HOURS**

**8:00 a.m. to 5:00 p.m.**

6178-0086173F019-04



006866

This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.

Form Approved  
O.M.B. No. 1220-0001  
Approval Expires 7/31/87

OCTOBER 9, 1986

JAN 30 1987 -R

President  
United Food and Commercial Workers  
278 Silver Spring St  
Providence, RI. 02904

PREVIOUS AGREEMENT EXPIRED  
MAY 31, 1986

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Star Market Co Div Jewell Co Inc RI Lu 328

WITH Food and Commercial Workers;  
RHODE ISLAND

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*

JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1500  
So. Attleboro, MA
2. Number and location of establishments covered by agreement 13 - Multi cities in Rhode Island
3. Product, service, or type of business Retail Food
4. If your agreement has been extended, indicate new expiration date 05/31/87

Dolores M. Quental, Exec. Sec. 401-861-1196  
Your Name and Position Area Code/Telephone Number  
278 Silver Spring Street Providence, RI 02904  
Address City/State/ZIP Code