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MEMORANDUM OF AGREEMENT

Between

THE GRAND UNION COMPANY  
d/b/a BIG STAR

AND

UFCW LOCAL #442

Present Agreement with the following changes:

1. ARTICLE 3. PARAGRAPH C. (2), Add:

The Employer agrees to deduct member contributions to the Active Ballot Club upon receipt of a signed authorization from the employee. Such deduction will be made annually in the same month (one deduction annually). The Union agrees to hold the Employer harmless for any action resulting from such deduction.

2. ARTICLE 8. SENIORITY. PARAGRAPH (a), Add:

Bakery Clerks, Apprentice Bakers, Baker Firsthand and Cheese Shop Clerks.

PARAGRAPH (g), Add:

Such leave may be extended, but not beyond the life of the Agreement.

APPENDIX "C", PAGE 2, PARAGRAPH 3 - DELETE AND SUBSTITUTE:

Should it become necessary to layoff or permanently reduce from full-time to part-time an employee in Area II, the employee affected may displace the least senior employee within their classification within their store. The employee thus displaced may then exercise their seniority to displace the least senior employee within their classification on the following basis: 1) City, 2) County, 3) store nearest store in which the displacement occurred within Area II, 4) the employee thus displaced may exercise their seniority to displace the least senior employee within their classification in which the displacement occurred in Area II. (Should the employee not be able to exercise seniority in the nearest store in Area II, that employee may displace the least senior employee within their classification in the entire contract area.)

PARAGRAPH 4 - DELETE AND SUBSTITUTE:

In case of permanent reductions due to store closings Meat Managers, Deli Managers Bakery Managers, Seafood Clerk-In-Charge, Cheese Shop Clerk-In-Charge - they shall be given the option of displacing the least Senior employee in the respective Journeyman, Deli Clerk, Scratch Baker, Cheese Shop Clerk, Seafood Clerk classification as outlined above.

In the event a store is closed, the Department Head/Clerk-In-Charge may exercise his or her Seniority over the Junior Department Head/Clerk-In-Charge in his or her current or lower volume, or may accept a lower classification within their Departmental classification as outlined under "Application of Seniority".

Employees, other than Department Heads/Clerks-In-Charge may exercise their Seniority Rights in case of store closures, as outlined under "Application of Seniority".

3. ARTICLE 11, WORKING CONDITIONS, PARAGRAPH (d) - Change to Read:  
No employee shall be required to work a split shift schedule.

PARAGRAPH (k), Add:  
"Stepchildren".

PARAGRAPH (m), Change to read as follows:

The Employer and the Union agree that a proven violation of established time clock rules may subject such an employee to disciplinary action up to and including discharge.

The Fair Labor Standards Act as amended, requires among other things that all time worked by employees be accurately recorded and that employees receive compensation for all time worked in excess of forty (40) hours in any work week at one and one-half (1 1/2) times their regular hourly rate of pay. The parties recognize and agree that strict compliance with this Act is in the best interests of the Employer, the Union and the employees. Therefore, the Employer will not request, suffer or permit any employee to work off the clock and the Union agrees to cooperate with and to assist the Employer in assuring strict compliance with this important federal legislation.

So that discipline will be applied consistently and uniformly, the following steps will be taken to discipline employees who violate "The Fair Labor Standards Act" as stated herein.

First Offense - One week disciplinary suspension without pay.

Second Offense - Discharge.

PARAGRAPH (n), Change - 14¢ to 20¢.

4. ARTICLE 16, WAGES AND HOURS - PARAGRAPH (e) - Add:  
Bakery Manager, Seafood Clerk-In-Charge, Cheese Shop Clerk-In-Charge.
5. APPENDIX "B" - INSURANCE - PARAGRAPHS (a) and (c) 2 -  
Effective November 1, 1984, change four (4) consecutive calendar weeks to eight (8) consecutive calendar weeks.

NEW PARAGRAPH to read as follows:

The Employer agrees to contribution rate increases as determined by the Fund Trustees, if such increases are required in order to maintain the benefit levels in effect as of January 1, 1985, provided the increases are not implemented prior to February 1, 1986.

PARAGRAPH (d) PREGNANCY - Delete.

6. ARTICLE 21, EXPIRATION -  
This Agreement will expire November 28, 1987.
7. APPENDIX "D" - COST OF LIVING  
This clause will remain in the contract but will be inoperative during the term of the Agreement.
8. CASH PAYMENTS IN LIEU OF WAGE INCREASES OR COST OF LIVING INCREASES -  
Employees on the payroll as of March 30, 1985, in the following classifications -

8. CASH PAYMENTS IN LIEU OF WAGE INCREASES OR COST OF LIVING INCREASES, cont'd.

Meat Manager, Deli Manager, Bakery Manager, Seafood Clerk-In-Charge, Cheese Shop Clerk-In-Charge, Journeyman Meat Cutter and any other employee in the 30 month and over bracket will receive the cash payments listed below. These payments are made for hours worked the prior year to employees on the payroll March 30, 1985, who remain in covered classifications and who are actively on the payroll on the date the payment is due:

Effective first pay period, April, 1985 - \$300.00

Effective first pay period, December, 1985 - \$200.00

Effective first pay period, December, 1986 - \$200.00

Effective first pay period, May, 1987 - \$100.00

Signed this 1<sup>ST</sup> day of OCTOBER, 1984.

UFCW LOCAL #442

THE GRAND UNION COMPANY d/b/a BIG STAR

Bobby Adams

Grant C. Vash

APPENDIX "D"

WAGE SCHEDULE

AREA I

<u>MEAT MANAGER</u>	<u>Current</u>	<u>5-19-85</u>	<u>5-18-86</u>
\$ 6,250 and Less	11.575	11.575	11.575
6,251 - 9,000	11.650	11.650	11.650
9,001 - 12,000	11.725	11.725	11.725
12,001 - 15,000	11.800	11.800	11.800
15,001 - 20,000	11.900	11.900	11.900
20,001 - 25,000	12.000	12.000	12.000
25,001 and Over	12.300	12.300	12.300

<u>JOURNEYMAN</u>	11.088	11.088	11.088
RED CIRCLED	11.263	11.263	11.263

<u>MEAT CLERK - FT (Hired Before 8-2-81)</u>			
0 - 6 mos.	6.58	6.58	6.58
6 - 12 mos.	7.08	7.08	7.08
12 - 18 mos.	7.68	7.68	7.68
18 - 24 mos.	8.18	8.18	8.18
24 - 30 mos.	8.78	8.78	8.78
Thereafter	9.85	9.85	9.85

<u>MEAT CLERK - FT</u>	<u>Current</u>	<u>Sunday Following</u>
<u>(Hired Between 8-2-81 and 9-1-84)</u>		<u>Ratification</u>
0 - 6 mos.	5.46	5.46
6 - 12 mos.	5.71	5.71
12 - 18 mos.	5.96	5.96
18 - 24 mos.	6.21	6.21
24 - 30 mos.	6.76	6.76*
Thereafter	9.85	

\*Upon completion of six (6) months of service the employees rate of pay will be increased by .50¢ per hour for each six (6) months of service and one increase @ .09¢ to a maximum of \$9.85.

<u>MEAT CLERK - FT</u>	<u>Sunday Following</u>	<u>5-19-85</u>	<u>5-18-86</u>
<u>(Hired After 9-1-84)</u>	<u>Ratification</u>		
0 - 6 mos.	4.00	4.00	4.10
6 - 12 mos.	4.30	4.30	4.50
12 - 18 mos.	4.50	4.50	4.90
18 - 24 mos.	5.00	5.00	5.30
24 - 30 mos.	5.50	5.50	5.70
30 - 36 mos.	5.80	5.80	6.10
36 - 42 mos.	6.20	6.20	6.50
42 - 48 mos.	6.40	6.40	6.90
Thereafter			7.30

<u>MEAT CLERK - PT</u> <u>(Hired After 8-2-81)</u>	<u>Current</u>	<u>Sunday Following Ratification</u>	<u>5-19-85</u>	<u>5-18-86</u>
0 - 6 mos.	3.96	3.96	4.00	4.10
6 - 12 mos.	4.16	4.16	4.20	4.20
12 - 18 mos.	4.41	4.41	4.30	4.40
18 - 24 mos.	4.66	4.66	4.50	4.60
24 - 30 mos.	4.96	4.96	4.75	4.80
30 - 36 mos.	5.96	5.96*	5.00	5.00
36 - 42 mos.	-	-	5.30	5.30
42 - 48 mos.	-	-	5.50	5.60
48 - 54 mos.	-	-	5.80	5.90
54 - 60 mos.	-	-	6.20	6.20
Thereafter				6.40

\*Employees on 5.96 rate at ratification move to 6.20 rate on 5-19-85.

<u>DELI MANAGER</u>	
Under 4,000	10.10
Over 4,000	10.40

<u>DELI CLERK - FT</u> <u>(Hired Prior to 8-2-81)</u>	<u>CURRENT</u>	<u>5-19-85</u>	<u>5-18-86</u>
0 - 6 mos.	6.43	6.43	6.43
6 - 12 mos.	6.93	6.93	6.93
12 - 18 mos.	7.53	7.53	7.53
18 - 24 mos.	8.03	8.03	8.03
24 - 30 mos.	8.63	8.63	8.63
30 - 36 mos.	9.70	9.70	9.70

<u>DELI CLERK - FT</u> <u>(Hired Between 8-2-81 and 9-1-84)</u>	<u>Current</u>	<u>Sunday Following Ratification</u>
0 - 6 mos.	4.96	4.96
6 - 12 mos.	5.16	5.16
12 - 18 mos.	5.36	5.36
18 - 24 mos.	5.71	5.71
24 - 30 mos.	6.26	6.26*
Thereafter	9.70	

\*Upon completion of six (6) months of service the employees rate of pay will be increased by .50¢ per hour for each six (6) months of service and one increase @.44¢ to a maximum of 9.70.

DELI CLERK - FT (Hired After 9-1-84)	Sunday Following		
	Ratification	5-19-85	5-18-86
0 - 6 mos.	3.85	3.85	3.95
6 - 12 mos.	4.10	4.10	4.30
12 - 18 mos.	4.20	4.20	4.60
18 - 24 mos.	4.50	4.50	4.90
24 - 30 mos.	4.80	4.80	5.20
30 - 36 mos.	5.10	5.10	5.50
36 - 42 mos.	5.40	5.40	5.80
42 - 48 mos.	5.70	5.70	6.10
Thereafter			6.50

DELI CLERK - PT (Hired after 8-2-81)	Current	Sunday Following		
		Ratification	5-19-85	5-18-86
0 - 6 MOS.	3.81	3.81	3.85	3.95
6 - 12 mos.	3.96	3.96	4.01	4.01
12 - 18 mos.	4.16	4.16	4.16	4.16
18 - 24 mos.	4.36	4.36	4.36	4.36
24 - 30 mos.	4.61	4.61	4.61	4.61
30 - 36 mos.	4.91	4.91*	4.81	4.81
36 - 42 mos.			5.01	5.01
42 - 48 mos.			5.15	5.15
48 - 54 mos.				5.30
54 - 60 mos.				5.45
Thereafter				5.60

\*Employees on 4.91 rate at ratification move to 5.15 rate on 5-19-85.

SEAFOOD CLERK-IN-CHARGE	Current	Sunday Following
		Ratification
Under 4,000	10.10	10.10
Over 4,000	10.40	10.40

SEAFOOD CLERK - FT (Hired Before 8-2-81)	Current	Sunday Following
		Ratification
0 - 6 mos.	6.43	6.43
6 - 12 mos.	6.93	6.93
12 - 18 mos.	7.53	7.53
18 - 24 mos.	8.03	8.03
24 - 30 mos.	8.63	8.63
Thereafter	9.70	9.70

SEAFOOD CLERK - FT (Hired Between 8-2-81 and 9-1-84)	Current	Sunday Following
		Ratification
0 - 6 mos.	5.46	5.46
6 - 12 mos.	5.71	5.71
12 - 18 mos.	5.96	5.96
18 - 24 mos.	6.21	6.21
24 - 30 mos.	6.76	6.76*
Thereafter	9.85	

\*Upon completion of six (6) months of service the employees rate of pay will be increased by .50¢ per hour for each six (6) months of service and on increase @ .09¢ to a maximum of \$9.85.

<u>SEAFOOD CLERK - FT</u> <u>(Hired After 9-1-84)</u>	<u>Sunday Following</u> <u>Ratification</u>	<u>5-19-85</u>	<u>5-18-86</u>
0 - 6 mos.	4.00	4.00	4.10
6 - 12 mos.	4.30	4.30	4.50
12 - 18 mos.	4.50	4.50	4.90
18 - 24 mos.	5.00	5.00	5.30
24 - 30 mos.	5.50	5.50	5.70
30 - 36 mos.	5.80	5.80	6.10
36 - 42 mos.	6.20	6.20	6.50
42 - 48 mos.	6.40	6.40	6.90
Thereafter			7.30

<u>SEAFOOD CLERK - PT</u> <u>(Hired After 8-2-81)</u>	<u>Current</u>	<u>Sunday Following</u> <u>Ratification</u>	<u>5-19-85</u>	<u>5-18-86</u>
0 - 6 mos.	3.96	3.96	4.00	4.10
6 - 12 mos.	4.16	4.16	4.20	4.20
12 - 18 mos.	4.41	4.41	4.30	4.40
18 - 24 mos.	4.66	4.66	4.50	4.60
24 - 30 mos.	4.96	4.96	4.75	4.80
30 - 36 mos.	5.96	5.96*	5.00	5.00
36 - 42 mos.			5.30	5.30
42 - 48 mos.			5.50	5.60
48 - 54 mos.			5.80	5.90
54 - 60 mos.			6.20	6.20
Thereafter				6.40

\*Employees on \$5.96 rate at ratification move to 6.20 rate on 5-19-85.

<u>APPRENTICE - FT</u> <u>(Hired Before 8-2-81)</u>	<u>Current</u>	<u>5-19-85</u>	<u>5-18-86</u>
Start	6.12	6.12	6.12
6 mos.	7.02	7.02	7.02
12 mos.	7.91	7.91	7.91
18 mos.	9.26	9.26	9.26

<u>APPRENTICE - FT &amp; PT</u> <u>(Hired After 8-2-81)</u>			
Start	4.11	4.11	4.11
6 mos	4.96	4.96	4.96
12 mos.	6.16	6.16	6.16
18 mos	8.36	8.36	8.36

<u>BAKERY MANAGER</u>			
Under 4,000	10.10	10.10	10.10
Over 4,000	10.40	10.40	10.40

<u>BAKER FIRST-HAND - FT</u> <u>(Hired After 8-2-81)</u>			
Start	7.81	7.81	7.81
6 mos.	8.01	8.01	8.01
12 mos.	8.26	8.26	8.26
18 mos.	8.40	8.40	8.40
24 mos.	8.77	8.77	8.77
30 mos.	9.70	9.70	9.70

APPRENTICE BAKER

<u>(Hired After 8-2-81)</u>	<u>Current</u>	<u>5-19-85</u>	<u>5-18-86</u>
Start	4.11	4.11	4.11
6 mos.	4.96	4.96	4.96
12 mos.	6.16	6.16	6.16
18 mos.	7.61	7.61	7.61
24 mos.	7.81	7.81	7.81
30 mos.	8.01	8.01	8.01
36 mos.	8.26	8.26	8.26
42 mos.	8.40	8.40	8.40
48 mos.	8.77	8.77	8.77
54 mos.	9.70	9.70	9.70

BAKERY CLERK - FT

<u>(Hired After 8-2-81 and Prior to 9-1-84)</u>	<u>Current</u>	<u>Sunday Following Ratification</u>
Start	4.96	4.96
6 mos.	5.16	5.16
12 mos.	5.36	5.36
18 mos.	5.71	5.71
24 mos.	6.26	6.26*
30 mos.	9.70	

\*Upon completion of six (6) months of service the employees rate of pay will be increased by .50¢ per hour for each six (6) months of service and one increase @ .44¢ to a maximum of \$9.70.

BAKERY CLERK - FT

<u>(Hired After 9-1-84)</u>	<u>Sunday following Ratification</u>	<u>5-19-85</u>	<u>5-18-86</u>
0 - 6 mos.	3.85	3.85	3.95
6 - 12 mos.	4.10	4.10	4.30
12 - 18 mos.	4.20	4.20	4.60
18 - 24 mos.	4.50	4.50	4.90
24 - 30 mos.	4.80	4.80	5.20
30 - 36 mos.	5.10	5.10	5.50
36 - 42 mos.	5.40	5.40	5.80
42 - 48 mos.	5.70	5.70	6.10
Thereafter			6.50

BAKERY CLERK - PT

<u>(Hired After 8-2-81)</u>	<u>Current</u>	<u>Sunday Following Ratification</u>	<u>5-19-85</u>	<u>5-18-86</u>
0 - 6 mos.	3.81	3.81	3.85	3.95
6 - 12 mos.	3.96	3.96	4.01	4.01
12 - 18 mos.	4.16	4.16	4.16	4.16
18 - 24 mos.	4.36	4.36	4.36	4.36
24 - 30 mos.	4.61	4.61	4.61	4.61
30 - 36 mos.	4.91	4.91*	4.81	4.81
36 - 42 mos.	-	-	5.01	5.01
42 - 48 mos.	-	-	5.15	5.15
48 - 54 mos.	-	-	-	5.30
54 - 60 mos.	-	-	-	5.45
Thereafter				5.60

\*Employees on 4.91 rate at ratification move to \$5.15 rate on 5-19-85.



CHEESE SHOP CLERK-IN-CHARGE

<u>(Hired After 8-2-81)</u>	<u>Current</u>	<u>5-19-85</u>	<u>5-18-86</u>
	6.66	6.66	6.66

CHEESE SHOP CLERK - FT

(Hired Between 8-2-81 and 9-1-84)

Start	4.96	4.96	4.96
6 mos.	5.16	5.16	5.16
12 mos.	5.36	5.36	5.36
18 mos.	5.71	5.71	5.71
24 mos.	6.26	6.26	6.26

CHEESE SHOP CLERK - FT

(Hired After 9-1-84)

	<u>Sunday following Ratification</u>	<u>5-19-85</u>	<u>5-18-86</u>
0 - 6 mos.	3.85	3.85	3.95
6 - 12 mos	4.10	4.10	4.30
12 - 18 mos.	4.20	4.20	4.60
18 - 24 mos.	4.50	4.50	4.90
24 - 30 mos.	4.80	4.80	5.20
30 - 36 mos.	5.10	5.10	5.50
36 - 42 mos.	5.40	5.40	5.80
42 - 48 mos.	5.70	5.70	6.10
Thereafter	-	-	6.50

CHEESE SHOP CLERK - PT

(Hired After 8-2-81)

	<u>Current</u>		<u>5-19-85</u>	<u>5-18-86</u>
0 - 6 months	3.81	3.81	3.85	3.95
6 - 12 mos.	3.96	3.96	4.01	4.01
12 - 18 mos.	4.16	4.16	4.16	4.16
18 - 24 mos.	4.36	4.36	4.36	4.36
24 - 30 mos.	4.61	4.61	4.61	4.61
30 - 36 mos.	4.91	4.91*	4.81	4.81
36 - 42 mos.			5.01	5.01
42 - 48 mos.			5.15	5.15
48 - 54 mos.			-	5.30
54 - 60 mos.			-	5.45
Thereafter				5.60

\*Employees on \$4.91 rate at ratification move to 5.15 rate on 5-19-85.

AREA II RATES WILL MAINTAIN CURRENT DIFFERENTIALS TO AREA I RATES