

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement agreed to March 6, 2010 accurately sets forth the complete terms of agreement to a successor collective bargaining agreement reached by The Stop & Shop Supermarket Company LLC (“Employer”) and the United Food and Commercial Workers, Local Union 919 (“Union”), during their collective bargaining negotiations (“Successor Agreement”). The Successor Agreement agreed to herein, upon ratification by the affected membership of the Union, succeeds the parties’ most recent collective bargaining agreement effective February 21, 2010 through February 23, 2013 (the “Agreement”). The parties agree that the language and terms of the Agreement shall be carried forward as the language and terms of the Successor Agreement, except such language and terms as are modified, added to, or deleted from as indicated below:

1. Cover Page - Change effective date to February 20, 2010 and change expiration date to February 23, 2013.
2. Agreement - Change “18th day of February 2007” to “21st day of February 2010”.
3. ARTICLE 2 - EMPLOYMENT OF UNION MEMBERS: Amend so that:
Section 1 - Update list of seasonal store locations to include East Lyme, CT.

Section 1 - Change: “Memorial Day through October 1st.”

Section 1 – Add: Associates who are hired during the seasonal period will become members of the Union as of October 1st, provided they have been employed for at least sixty (60) days.

Add: Section 7 - Indemnification:

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

4. ARTICLE 3 – GENERAL CONDITIONS, SECTION 1: Amend so that:
The wedding gift shall apply to Civil Unions.
5. ARTICLE 10 – HOLIDAYS, SECTION 2: Amend so that:
Part-time employees hired before March 7, 2010, shall be paid the formula based on the average of the regular hours paid during the four (4) week period prior to the holiday / personal holiday.

Part-time employees hired on or after March 7, 2010, shall receive four (4) hours of pay for eligible holidays and personal holidays.

6. ARTICLE 10 – HOLIDAYS, SECTION 2: Amend so that:
Part-time employees hired on or after March 7, 2010, shall be eligible for holiday pay on six (6) holidays (New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas) after one (1) year of service. Such part-time employees, after one (1) year of service, shall also receive two (2) personal holidays, which must be used by the end of each calendar year.

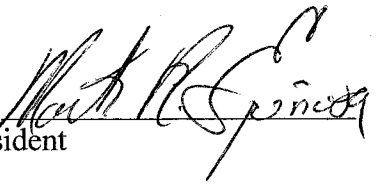
7. ARTICLE 12 – HOURS, SECTION 1 (A): Add to read:
 The Company may establish and implement a 4x10 schedule (Monday through Saturday) by mutual agreement between the associate and the Company. The provisions of which are identified below:
- All paid time off shall be paid for on the basis of ten (10) hour shifts.
 - Overtime shall be paid on all hours over forty (40) hours worked per week, and ten (10) hours per day. Time worked on the fifth (5th) day (regular week), or fourth (4th) day (holiday week) shall be paid at the rate of time and one-half. There shall be no pyramiding of time and one half hours.
 - With two (2) weeks written notice, either party may revoke their Agreement. Any part time associate accepting a promotion into a 4x10 schedule shall revert back to their previous position. Any newly promoted full time associate after 90 days, shall continue the 4x10 schedule, until such time as a 5x8 schedule becomes available for which they qualify for, provided they have sufficient seniority.
 - Associates working a 4x10 shift shall be entitled to twenty (20) minute breaks, instead of fifteen (15) breaks, and must take a thirty (30) minute lunch. Breaks can be combined by mutual agreement between management and the employee.
8. ARTICLE 14 – WAGES, SECTION 12: Amend so that:
 Effective the date of ratification, any regular day clerk who voluntarily works on the night crew shall receive the applicable night crew rate and night premium.
9. ARTICLE 12 – HOURS, SECTION 2 (A): Amend so that:
Change the exclusion period to read: “Memorial Day through October 1st”
10. ARTICLE 12 – HOURS, SECTION 3 (B): Amend so that:
 When employees (including department heads and part-time employees) are requested by the Company to work on any major holiday, they shall receive their premium rate. If such premium rate is one half time their regular hourly rate (or more) for hours worked, then such hours worked shall not be counted as hours worked toward figuring weekly overtime. To the extent permitted by State law, all employees hired after February 14, 2004, who work on a Sunday or a holiday will receive a premium of \$1.50 per hour for the first (1st) twelve (12) months of employment, and will then receive time-and-one-half thereafter. Employees hired on or after March 7, 2010, shall receive a one dollar (\$1.00) per hour premium for work on Sundays or holidays. After twelve (12) months of service, they shall receive time and one-half (1&½) for work on Sunday and holidays.
- Effective September 5, 2010, part time employees hired prior to March 7, 2010 with less than twelve (12) months of service, shall receive time and one-half (1&½) for work on Sunday and holidays.
11. ARTICLE 14 – WAGES: Attached hereto.
12. ARTICLE 14 – WAGES, SECTION 12 (A): Change to read:
 The Company will schedule night stockers, hired on or after March 7, 2010, as needed to meet its business needs and the hours of work shall be consecutive between 9:00 PM and 8:00 AM. This shall be voluntary for night stockers hired prior to March 7, 2010.
 (Delete: Article 14, Section 12(D)).

13. ARTICLE 14 – WAGES, SECTION 12 (B): Change to read:
 For night stockers scheduled for seven (7) or more hours the lunch period will consist of one-half (½) hour to be taken during the shift. Time taken for lunch will be considered as working time. No provisions are made for rest periods.
14. ARTICLE 14 – WAGES, SECTION 12 (H): Amend so that:
 Effective March 7, 2010, those employees appointed to Night Crew Chief currently receiving a night crew premium shall retain their night premium, in addition to their promotion rate.
15. ARTICLE 14 – WAGES, SECTION 12 (F1): Change to read:
 All part-time night stockers hired prior to March 7, 2010, shall be scheduled for at least four (4) hours per shift, on a voluntary basis. All part time night stockers hired after February 20, 2010, shall be scheduled for at least four (4) hours per shift.
16. ARTICLE 20 – DEATH IN FAMILY: Amend so that:
 Add: Civil Union
17. ARTICLE 21 – HEALTH & WELFARE: Attached hereto.
18. ARTICLE 22 – RETIREMENT: Attached hereto.
19. ARTICLE 25 – GRIEVANCE AND ARBITRATION: Amend so that:
 Any grievance not presented to the Company within fourteen (14) days from its occurrence, or from when the grievant should reasonably have had knowledge shall be considered untimely and be withdrawn.
20. ARTICLE 36 – CLERKS’ WORK CLAUSE, SECTION 6: Add to read:
 The present practice between the parties associated with this Article, as of March 6, 2010, shall continue to apply.
21. ARTICLE 44 – DURATION: Amend so that:
 Change dates to February 21, 2010 to February 23, 2013.
22. DELETE THE FOLLOWING EXHIBITS:
- Exhibit C, G, I, K, and L
- All other exhibits, side letters, and/or letters of understanding and attachments to the contract will remain in place, with dates changed where appropriate.
23. Any inadvertent errors or omissions will be corrected upon contract drafting.
24. The parties agree upon contract drafting to remove or modify language that is redundant or is no longer deemed relevant.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their duly authorized officers and representatives on the day and year first above written.

UFCW LOCAL UNION 919:

THE STOP & SHOP SUPERMARKET
COMPANY:

By: 
President

By: 
President, New England Division

March 6, 2010

Stop & Shop Supermarket Company Economic Settlement for 2010
Bargaining with UFCW Local 919

Wages

Ratification Bonus and General Wage Increases – All full-time associates, and part-time associates with more than 24 months of service

A \$750 ratification bonus will be paid to all full-time associates active on the date of ratification.

A \$400 ratification bonus will be paid to part-time associates who are active and have more than 24 months of service on the date of ratification.

Associates who have completed the wage progression at the time of the General Wage Increase will receive a GWI as follows:

	8/21/10	2/19/11	8/20/11	2/18/12	8/19/12
Full-time	\$0.25/hr	\$0.25/hr	\$0.20/hr	\$0.25/hr	\$0.20/hr
Part-time meat cutters	\$0.20/hr	\$0.20/hr	\$0.20/hr	\$0.20/hr	\$0.20/hr
Part-time full-rated clerks		\$0.30/hr		\$0.30/hr	
Part-time service clerks		\$0.30/hr		\$0.30/hr	
Part-time courtesy clerks		\$0.30/hr		\$0.30/hr	

Ratification Bonus and General Wage Increases – part-time associates with 12 to 24 months of service

A \$300 ratification bonus will be paid to part-time associates who are active and have 12 to 24 months of service on the date of ratification.

Associates who have completed the wage progression at the time of the General Wage Increase will receive a GWI as follows:

	2/19/11	2/18/12
Part-time full-rated clerks	\$0.25/hr	\$0.30/hr
Part-time service clerks	\$0.25/hr	\$0.30/hr
Part-time courtesy clerks	\$0.25/hr	\$0.30/hr

March 6, 2010

Ratification Bonus and General Wage Increases –non-probationary part-time associates with less than 12 months of service

A \$100 ratification bonus will be paid to non-probationary part-time associates who are active and have less than 12 months of service on the date of ratification.

Associates who have completed the wage progression at the time of the General Wage Increase will receive a GWI as follows:

	2/19/11	2/18/12
Part-time full-rated clerks	\$0.25/hr	\$0.30/hr
Part-time service clerks	\$0.25/hr	\$0.30/hr
Part-time courtesy clerks	\$0.25/hr	\$0.30/hr

Revised part-time wage progressions for associates hired after 2/17/2007:

Group	Zero (0) Months of Service	One (1) Month of Service	Two (2) Months of Service
PT Full-rated in CT	\$8.25		\$8.55
PT Service in CT	\$8.25		\$8.50
PT Courtesy in CT	\$8.25		\$8.45

Pension

Support for Rehabilitation Plan

The bargaining parties agree to adopt Schedule #2 of the Rehabilitation Plan for the UFCW Local 919 and Contributing Employers' Food Pension Plan. Beginning with the plan year January 1, 2011, the Plan's actuary will review 30-year projections of the Fund's funding standard account and funded ratio in March of each year, based on financial information as of the prior December 31 and a projection of the liabilities from the most recent valuation report. The actuary will determine the contribution rate needed to maintain the Plan's "green" zone status for the duration of the projection period and the rate that results in projections that maintain the "green" zone status and the prospective Company contribution rate will be adjusted accordingly.

March 6, 2010

Health & Welfare

Full-time associates

Full-time associates will contribute as specified below if they opt to receive health & welfare benefits.

	Associate Only	Associate +Spouse	Associate + Child(ren)	Family
Current	\$5	\$10	\$10	\$15
March 1, 2011	\$8	\$14	\$14	\$20

The annual cap on prescription drug will be increased to \$10,000 effective for the 2010 plan year.

The trustees will revise coordination of benefits where an associate and spouse both work for the company.

Part-time associates

By March 1, 2011 a part-time Plan B will be developed as an alternative to the current plan design (Plan A). The projected cost of Plan B will be less than \$200 per month.

Except as specified below for Massachusetts residents, eligible part-time associates hired after February 20, 2010 will contribute \$5 per week if they opt to receive Plan A health & welfare coverage. Eligible part-time associates hired after February 20, 2010 will be offered Plan B if they opt not to receive Plan A health & welfare coverage. If Plan B costs more than \$200 per month for any plan year, an associate contribution of \$5 will be required in the following year.

The annual cap on prescription drug will be increased to \$7,500 effective for the 2010 plan year.

Starting in 2011, the annual maximum on the part-time medical program will be increased by \$5,000 to \$25,000.

Part-time associates residing in Massachusetts after 2011

Effective January 1, 2012, eligible part-time associates residing in Massachusetts will be offered a Health & Welfare Plan which meets the requirements for creditable coverage set forth by the Commonwealth of Massachusetts. Effective January 1, 2012, part-time associates will contribute \$8 for this plan. If part-time associates who are Massachusetts residents receive health & welfare benefits through a different UFCW fund, the contribution rules for that fund will apply to UFCW Local 919 members.