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Title: **Bloomingdale's and Retail, Wholesale and Department Store Union (RWDSU), Local 3 (2004)**

K#: **6500**

Employer Name: **Bloomingdale's**

Location: **NY New York**

Union: **Retail, Wholesale and Department Store Union (RWDSU)**

Local: **3**

SIC: **5311**

NAICS: **452110**

Sector: **P**

Number of Workers: **4000**

Effective Date: **03/01/04**

Expiration Date: **03/01/08**

Number of Pages: **39**

Other Years Available: **Yes**

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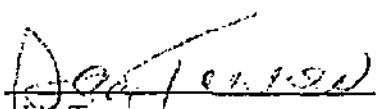
April 30, 2004

LETTER OF UNDERSTANDING

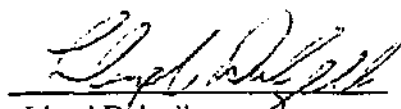
The Company and the Union agree that an agreement in principle resolving each of the issues as detailed on the attached pages initialed by the authorized representatives of the parties has been reached.

The Agreement dated April 27th, 1950, as amended, is extended to March 1st, 2008 except as modified by the provisions set forth herein. The express provisions attached to this letter of understanding shall govern in the event of any conflict between the parties regarding former agreements and the practices thereunder.

The attached agreement in principle language will become the final Memorandum of Agreement immediately following ratification of this agreement in principle.



Ida Torres
President, Local 3
RWSDSU



Lloyd Dalzell
Vice President
Labor/Employee Relations
Bloomingdale's



Deborah Weatherbee
Vice President
Organization Development
Bloomingdale's



Duration

Four years: March 1, 2004 through March 1, 2008 with an automatic 60 day extension to 6:00 p.m., Wednesday, April 30, 2008.

Wage Increases

(a) Effective March 1, 2004, all employees (including evening/weekend employees and contingent employees, but excluding straight commission employees, except as specified in Paragraph 1 (f) below, waiters and waitresses, and those employees whose rates are related to outside rates) who were regular employees on the payroll as of February 1, 2004 and who still remain on the payroll as regular employees as of May 1, 2004, shall receive an increase of 40 cents (40¢) per hour.

(b) Effective September 1, 2004, all employees (including evening/weekend employees and contingent employees, but excluding straight commission employees, except as specified in Paragraph 1 (f) below, waiters and waitresses, and those employees who rates are related to outside rates) who were regular employees on the payroll as of February 1, 2004 and who remain on the payroll as regular employees as of September 1, 2004, shall receive an increase of 20 cents (20¢) per hour.

(c) Effective March 1, 2005, all employees (including evening/weekend employees and contingent employees, but excluding straight commission employees, except as specified in Paragraph 1 (f) below, waiters and waitresses, and those employees who rates are related to outside rates) who were regular employees on the payroll as of February 1, 2005, and who remain on the payroll as regular employees as of March 1, 2005, shall receive an increase of 50 cents (50¢) per hour.

(d) Effective March 1, 2006, all employees (including evening/weekend employees and contingent employees, but excluding straight commission employees, except as specified in Paragraph 1 (f) below, waiters and waitresses, and those employees who rates are related to

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outside rates) who were regular employees on the payroll as of February 1, 2006, and who remain on the payroll as regular employees as of March 1, 2006, shall receive an increase of 45 cents (45¢) per hour.

(e) Effective March 1, 2007, all employees (including evening/weekend employees and contingent employees, but excluding straight commission employees, except as specified in Paragraph 1 (f) below, waiters and waitresses, and those employees who rates are related to outside rates) who were regular employees on the payroll as of February 1, 2007, and who still remain on the payroll as regular employees as of March 1, 2007, shall receive an increase of 45 cents (45¢) per hour.

In addition, employees eligible for the March 1, 2007 GWI shall also receive up to an additional \$.10 over the \$.45 GWI based upon the following formula:

- If the fiscal year 2006 actual sales for the 59th Street Store are 3.5% over the fiscal year 2005 actual sales, the additional GWI increase will be \$.10.
- If the fiscal year 2006 actual sales for the 59th Street Store are 2.5% over the fiscal year 2005 actual sales the additional GWI increase will be \$.05.

The additional GWI increase, if any, based upon the above formula will be computed and paid June 1, 2007 and will be retroactive to March 1, 2007.

(f) All straight commission employees as defined in Section 2 (b) (ii) at pp. 3 to 4 of the Memorandum of Agreement dated June 30, 1989, who still remain on the payroll as regular employees as of the effective date of the increase (or, in the case of the 2004 increase, as of the date of this Agreement) will receive the following increases in their respective hourly draw, provided that the employee is not in deficit (as defined in this Paragraph 1 (f)) as

DN 19

of the day prior to the effective date of the increase: effective March 1, 2004, 40 cents (40¢); effective September 1, 2004, 20 cents (20¢); effective March 1, 2005, 50 cents (50¢); effective March 1, 2006, 45 cents (45¢); and effective March 1, 2007, 45 cents (45¢). In addition, employees eligible for the March 1, 2007 GWI shall also receive up to an additional \$.10 over the \$.45 GWI based upon the following formula:

- If the fiscal year 2006 actual sales for the 59th Street Store are 3.5% over the fiscal year 2005 actual sales, the additional GWI increase will be \$.10.
- If the fiscal year 2006 actual sales for the 59th Street Store are 2.5% over the fiscal year 2005 actual sales the additional GWI increase will be \$.05.

The additional GWI increase, if any, based upon the above formula will be computed and paid June 1, 2007 and will be retroactive to March 1, 2007.

An employee is "in deficit" if the employee's aggregate draw for the twelve (12) months preceding the effective date of the increase exceeds her/his aggregate net commission earnings for the same period.

Those employees converted in 1989 and still in deficit as of July 1, 2004 shall have their deficit wiped off as of that date. These employees will be eligible for the September 1, 2004 and subsequent General Wage Increases provided they are not in deficit at the time of the increase.

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Minimum Hiring Rate

Effective March 1, 2004 the minimum hiring rate for all positions except waiters and waitresses shall be \$8.00 per hour. Employees below the \$8.00 minimum rate will be raised to the \$8.00 rate effective March 1, 2004 and if eligible shall receive the GWI.

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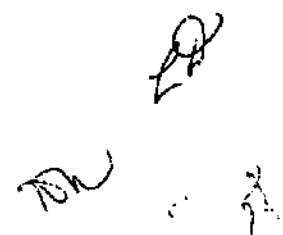
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Performance Counseling/Productivity

The Performance Counseling Program set forth in the 1989 Memorandum of Agreement and effective May 1, 1990 shall be amended as follows:

1. The productivity standard required of employees for individual average sales per hour will be reduced from 90% to 85% of departmental average sales per hour and for vendor representatives reduced from 80% to 75%.
2. Employees with at least 12 months of service who have met or exceeded the 85% productivity standard for the previous 12 months and who then fall below the 85% standard in the next month will be counseled by management rather than verbally warned.
3. Vendor representatives with at least 12 months of service who have met or exceeded the 75% productivity standard for the previous 12 months and who then fall below the 75% standard in the next month will be counseled by management rather than verbally warned.
4. By March 1, 2005, the Company will conduct a storewide re-evaluation of selling departments or zones where practicable for the purpose of ensuring fair and timely application of the performance counseling program.



Performance Appraisals

The new negotiated performance appraisal rating forms for sales and sales support personnel will be implemented no earlier than August 1, 2004. Between now and the implementation date, the Employer will provide orientation for all affected employees, as well as their managers, to familiarize them with the content of the new appraisal forms.

In order to assist employees in meeting the standards for soliciting and opening proprietary charge accounts from customers, the Company will provide appropriate orientation to both employees and managers to assure a spirit of team cooperation in this endeavor.

Effective May 1, 2004 employees will, in lieu of specific quotas, be responsible to solicit and open proprietary charge accounts from customers.

Effective February 1, 2005 employees will be responsible to solicit and open proprietary charge accounts at the following standards:

Full Time Associates – 1 per week worked

Part Time Associates – 2 per month worked

Evening/Weekend Associates – 1 per month worked

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Scheduling Time Off

When an employee requests days off, vacation, compensatory days or personal days and such requests can not be granted to the employee due to the needs of the business, the sales or support manager should make every effort to provide prompt notice to the employee on the employee's day off request sheet that their request has not been granted. Every effort will be made to provide prompt notice to the employee when the request has been granted.

The sales or support manager has the discretion and authority to grant reasonable requests for a schedule change, provided that granting such requests does not impair the needs of the business. While business needs must take priority, a spirit of mutual cooperation between managers and associates will go a long way in satisfactorily resolving scheduling issues.

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Late Nights

1. Effective June 6, 2004 full time and regular part time employees with 20 years or more of service shall not be required to work a late night, except inventory and during the Christmas season as set forth in the CBA.

2. Effective June 6, 2004 full time and regular part time employees hired prior to June 1, 2000 and with less than 20 years of service shall continue to be scheduled to work until 10:10 p.m. once per month.

3. Effective June 6, 2004 full time and regular part time employees hired June 1, 2000 or later may be scheduled to work up to two (2) 10:10 p.m. closings in one week only once a month.

4. Effective June 6, 2004 a late night is defined as any shift, which goes beyond 7:45 p.m.

5. For scheduling purposes, the Company will utilize its fiscal calendar.

L.P.
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Vacation Scheduling

Effective January 1, 2005, there will be one annual vacation period, which will begin December 1st through the last week of September.

Effective January 1, 2005 prepaid vacation is eliminated. Exceptions will be made for financial hardship or other extenuating circumstances. All prior year paid time off (vacation, personal and compensatory days) must be taken before annual vacation can be scheduled and taken.

Requests for paid time off for vacation, compensatory days or personal days cannot be honored for Blackout periods. Paid time off will be scheduled as per past practice and the needs of the business. Employees shall be provided by January 15th of each year with the yearly blackout calendar pertaining to the area in which they work.

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Inventory

Employees must stay until their merchandise division's as well as their department's inventory is completed unless otherwise released from duty by an authorized management representative. In so far as is practicable, the least senior employees will be reassigned to the department needing assistance.

Employees who work beyond 11:00 p.m. during inventory will be reimbursed up to \$12.00 for taxi fare upon submission of the taxi fare receipt.

L. D.
D. W.

Disability Program

Effective August 1, 2004 the Company will assume from the Storeworkers Security Plan the operation and administration of the short term disability benefits program.

Current employees participating as of August 1, 2004 in the enhanced short term disability benefits program under the SWSP will be enrolled in the company's enhanced short term disability benefits program at no cost to the employee. Their benefit shall be two thirds (2/3) of their average weekly earnings up to a maximum benefit of \$300.00 per week for a maximum of 26 weeks.

Current employees who do not participate in the SWSP and employees hired after August 1, 2004 will be covered, at no cost to the employee, by the New York State Statutory disability benefits. Such employees may elect to be covered by the enhanced Company disability benefits program at a cost to the employee pursuant to plan rates.

Employees with 25 or more years of continuous service will continue to receive disability benefits pursuant to p. 85 paragraph 11 of the 1980 collective bargaining agreement.

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Universal Discount

The Company agrees that bargaining unit members shall be entitled to the Federated Universal Discount.

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Head Of Stock/Working Supervisor Positions

Effective May 1, 2004 the Company will implement, on a 3 month trial basis, Head of Stock/Working Supervisor positions (9) in the Men's and Home Divisions. The Company will post these positions.

Employees selected by the Company to fill these positions will receive an increase of \$1.00 per hour. The Company will evaluate the effectiveness and utilization of these positions in consultation with the Union during this trial period.

If the Company determines that the trial program is successful then it will, effective August 15, 2004, implement these positions (potentially up to 25 total positions including the 9 positions in the Men's and Home Divisions) in other departments with the same increase of \$1.00 per hour. The Company will post these positions.

The Company retains the right to remove an employee from the Head of Stock/Working Supervisor position for ineffective performance. Such employee(s) will revert to their original hourly rate.

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Discretionary Days Off

If the Company in its discretion grants a day(s) off with pay to Central management and non-bargaining unit employees then Central bargaining unit employees will be eligible to receive those same day(s) off with pay subject to the needs of the business. This provision does not apply to 59th St. store employees.

L.D.
RW

Religious Holidays

Paragraph 19.D. of the 1972 Collective Bargaining Agreement is amended to add the following:

Those employees observing Ramadan may take two (2) days at the end of Ramadan as their days off provided that they notify their Department Manager ten (10) days in advance.

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Sales Support Job Grades

The Company and the Union will meet and negotiate job grades for sales support associates by March 1, 2005.

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Night Premium Pay

Night premium pay shall be included in compensation for jury duty and bereavement pay.

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Carpenter Overtime

Carpenters may volunteer to work for cosmetics vendors provided that they log out at the end of their shift and log back in for the commencement of the work to be performed. It is understood that the carpenters will be consistently available to perform this work.

The Company retains its right to subcontract such work in the event that the carpenters are not reliable and continue to produce high quality workmanship. This agreement will be reassessed in 90 days based upon the availability of the carpenters to complete overtime work and the quality of the work produced.

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Fur Department

Effective May 1, 2004, the new compensation structure for the Fur Department shall be as set forth in the attached chart.

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New structure @ Lex Max

New Structure

Once Target is met the following commission applies

Merchandise @ Full Price	7%
Merchandise @ 1-10%	6%
Merchandise @ 11-20%	3.5%
Merchandise @ 21-30%	2.5%
Merchandise @ 31-40%	2%
Merchandise @ 41-45%	1.5%
Merchandise @ 46% and over	1%

Handwritten notes: "2 1/2 R"

Sables and Chinchillas

up to 25% markdown	5%
26-50	3.50%
51%	2%

Income at New Structure

Associate /Hrly Rate	Current Draw	New draw	Target @10%	Sales Goal	Example @2% Comm	Service	Total Pay
J. Ivanivestic (19.73)	\$ 38,473.50	\$60,000.00	600,000.00	\$1,900,000.00	\$26,000.00	\$10,000.00	\$96,000.00
R. Licht (30.35)	\$ 59,182.50	\$60,000.00	600,000.00	\$1,700,000.00	\$22,000.00	\$7,700.00	\$89,700.00
R. Berger (20.80)	\$ 40,560.00	\$43,000.00	430,000.00	\$1,200,000.00	\$15,400.00	\$6,500.00	\$64,900.00
J. Garcia (17.44)	\$ 34,008.00	\$37,000.00	370,000.00	\$1,500,000.00	\$22,600.00	\$7,700.00	\$67,300.00



LIKE NO OTHER STORE IN THE WORLD

April 30, 2004

Mrs. Ida Torres
President
Local 3, RWDSU
1010 Third Ave.
New York, NY 10021

Re: Fur Department

Dear Mrs. Torres,

This letter of agreement will confirm that the parties have agreed to modify the compensation in the Fur Department as follows:

1. Employees Ryszard Licht, Roslyn Berger and Jagoda Ivanivestic will remain on their current compensation plan to February 26, 2005 and thereafter will be placed on the new compensation plan set forth in the 2004 collective bargaining agreement, or
2. Employees Licht, Berger and Ivanivestic may choose to accept by June 1, 2004 a one time payment and resign their employment effective upon election of the severance payment.

The severance payment, if elected, will be as follows:

Jagoda Ivanivestic	-	\$50,000.00 less applicable deductions
Ryszard Licht	-	\$45,000.00 less applicable deductions
Roslyn Berger	-	\$37,000.00 less applicable deductions

Very truly yours,

Lloyd Daizell
Vice President
Employee/Labor Relations

Ida Torres
President
Local 3, RWDSU

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bloomingdale's

April 30, 2004

Mrs. Ida Torres
President
Local 3, RWDSU
1010 Third Avenue
New York, NY 10021

Re: *Merchandise Returns and Calculation of Commissions*

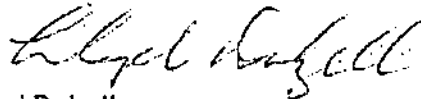
Dear Mrs. Torres:

This side letter of agreement is to reaffirm the parties' understanding with respect to when commissions are earned and how Bloomingdale's factors in returns with respect to the calculation of commissions paid to employees who are on a commission pay plan. Since at least as far back as the 1950 collective bargaining agreement commissions have been calculated and paid only after "net" sales have been determined which is total sales minus returns (identified and unidentified) (1950 CBA, page 5, ¶D "all departments which presently pay 1% or 2% commission on net sales shall continue such commission payments;" 1974 CBA, p. 65: commission on 40% of net sales by Evening/Saturday employees to be shared by regular employees; 1976 CBA, p. 74: commission on 50% of net sales to be pro-rated; 1989 CBA, p. 17, ¶7(a): "Total net sales means total sales (excluding fees and handling charges) net of returns.")

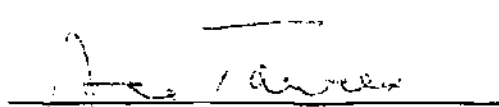
Commissions are not earned at the point of sale or on sales made in excluded departments. Examples of excluded departments include but are not limited to: applicable taxes, alteration fees, monogramming, back office discounts, handling fees, delivery fees and gifts with purchase. Commissions are only earned on sales made in non-excluded departments and only after all identified returns and allocated pro-rata portion of unidentified returns are processed and allocated against an employee's sales in non-excluded departments for that pay period; and only after all draw/deficit calculations have been completed. Both identified and unidentified returns are allocated against sales during the pay period in which the returns are processed, regardless of when the returned merchandise was sold.

The parties also reaffirm their understanding that the amount (percentage) of returns (unidentified and identified) to be allocated against total sales of each commissioned employee before commissions are calculated has always been a mandatory subject of bargaining and will remain so (1978 CBA, p. 78, ¶7 (66%); 1996 CBA, p. 18, ¶12 (80%)).

Very truly yours,



Lloyd Dalzell
Vice President, Labor/Employee Relations



Ida Torres
President
Local 3, RWDSU

bloomingdales

LIKE NO OTHER STORE IN THE WORLD

April 30, 2004

Mrs. Ida Torres
President
Local 3, RWDSU
1010 Third Ave.
New York, NY 10021

Re: Extra Commissions (Bedding Spiffs)

Dear Mrs. Torres,

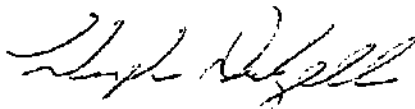
This letter is to confirm that effective May 1, 2004 the Bloomingdale's portion of the Extra Commission ("EC") Program (also referred to as Bedding Spiffs) will be eliminated.

Furniture sales associates on the payroll as of May 1, 2004 will receive a one-time payment, less applicable deductions, not later than May 31, 2004, according to the following schedule:

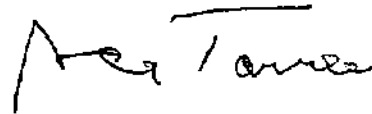
15 or more years service	- \$10,000.00
5 to 14 years service	- \$ 8,000.00
less than 5 years	- \$ 6,000.00

Furthermore for each furniture sales associate on the payroll as of May 1, 2004 the draw vs. commission rate shall be increased to \$20.00 per hour with the individual's consent.

Very truly yours,



Lloyd Dalzell
Vice President
Employee/Labor Relations



Ida Torres
President
Local 3, RWDSU



bloomingdale's

April 30, 2004

Mrs. Ida Torres
President
Local 3, RWDSU
1010 Third Ave.
New York, NY 10021

Re: Federated Cash Account Pension Plan

Dear Mrs. Torres:

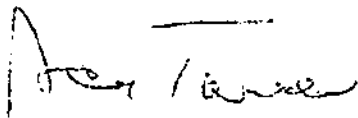
This letter of agreement will confirm that should the Federated Department Stores Cash Account Pension Plan be substantially altered, modified or terminated by the Company, the Employer will provide Local 3 RWDSU and participating employees substantial advance notice. The notice will provide information with respect to Cash Account Pension Plan vested balances and options for rollover of such balances to the 401K plan.

This letter does not alter or amend the RITI Plan provision in the collective bargaining agreement (page 28, paragraph 3 of the 1954 agreement).

Very truly yours,



Lloyd Dalzell
Vice President, Labor/Employee Relations



Ida Torres
President
Local 3, RWDSU

BLOOMINGDALE'S SEMI-ANNUAL PERFORMANCE SUMMARY

Sales Associate - NY Fall 2004

NAME: _____ DEPARTMENT _____

REPORTS TO: _____ SEASON/YEAR _____ HIRE DATE: _____

Next to each skill/behavior, circle the numerical rating which most closely corresponds to the individual's quality of performance.

CUSTOMER SERVICE: Maximum 25 points

Storewide Customer Response Letter Rating: _____

- ☐ Outstanding (84.1-100 pts): 20
- ☐ Above Average (82.1-84 pts): 16
- ☐ Good (77.1-82 pts): 12
- ☐ Improvement Needed (75.1-77 pts): 8
- ☐ Unsatisfactory (below 75.1 pts): 0

Individual Contribution: (b-way of service, b-way of courtesy, Eager to Serve: payments & returns)

- ☐ Outstanding: 5
- ☐ Above Average: 4
- ☐ Good: 3
- ☐ Improvement Needed: 2
- ☐ Unsatisfactory: 0

SALES PERFORMANCE: Maximum 75 points

Productive Sales Per Hour:
Personal SPH compared to
Dept Avg.

- ☐ Outstanding
(120% or greater): 40
- ☐ Above Average
(100.1% to 119.9%): 32
- ☐ Good
(85% to 100%): 24
- ☐ Improvement Needed
(75% to 84.9%): 16
- ☐ Unsatisfactory
(74.9% or below): 0

Multiple Unit Selling: Frequency
of multiple unit transactions.
% to Dept Avg.: _____

- ☐ Outstanding
(120% or greater): 15
- ☐ Above Average
(100.1% to 119.9%): 12
- ☐ Good
(90% to 100%): 9
- ☐ Improvement Needed
(80% to 89.9%): 6
- ☐ Unsatisfactory
(79.9% or below): 0

Credit Solicitation: Supports the
59th Street Standard of soliciting
and opening charge accounts.

- ☐ Outstanding 15
- ☐ Above Average 12
- ☐ Good 9
- ☐ Improvement Needed 6
- ☐ Unsatisfactory 0

Total 59th Street Sales:
Volume compared to Plan.
Plan _____ Actual _____

- % to Plan: _____
- ☐ Outstanding
(105% or better): 5
 - ☐ Above Average
(101% to 104.9%): 4
 - ☐ Good
(97% to 100%): 3
 - ☐ Improvement Needed
(90% to 96.9%): 2
 - ☐ Unsatisfactory
(below 90%): 0

TOTAL POINTS: Outstanding: 90-100 Above Average: 71-89 Good: 56-70 Improvement Needed: 35-55 Unsatisfactory: 0-35

FOLLOW UP SCHEDULE Reviews are processed seasonally. If two seasonal reviews [annual] are Improvement Needed, a 90 day follow up will be administered.

Follow Up Date	With Whom	Reason/Area to Improve
Manager Overall Comments (use additional sheets if necessary): 		Associate Comments (optional - use additional sheets if necessary):

Sales Manager: _____ Date: _____ Merchandise Manager: _____ Date: _____

I acknowledge by my signature that I have seen this review and it has been discussed with me. Employee Signature: _____ Date: _____

[Handwritten signature]

BLOOMINGDALE'S SEMI-ANNUAL PERFORMANCE SUMMARY

Sales Associate - NY

NAME: _____ DEPARTMENT _____

REPORTS TO: _____ SEASON/YEAR _____ HIRE DATE: _____

Next to each skill/behavior, circle the numerical rating which most closely corresponds to the individual's quality of performance.

CUSTOMER SERVICE: Maximum 25 points

Storewide Customer Response Letter Rating: _____

- ☐ Outstanding (84.1-100 pts): 20
- ☐ Above Average (82.1-84 pts): 16
- ☐ Good (77.1-82 pts): 12
- ☐ Improvement Needed (75.1-77 pts): 8
- ☐ Unsatisfactory (below 75.1 pts): 0

Individual Contribution: (b-way of service, b-way of courtesy, Eager to Serve; payments & returns)

- ☐ Outstanding: 5
- ☐ Above Average: 4
- ☐ Good: 3
- ☐ Improvement Needed: 2
- ☐ Unsatisfactory: 0

SALES PERFORMANCE: Maximum 75 points

Productive Sales Per Hour:
Personal SPH compared to
Dept Avg.

- ☐ Outstanding
(120% or greater): 40
- ☐ Above Average
(100.1% to 119.9%): 32
- ☐ Good
(85% to 100%): 24
- ☐ Improvement Needed
(75% to 84.9%): 16
- ☐ Unsatisfactory
(74.9% or below): 0

Multiple Unit Selling: Frequency
of multiple unit transactions.
% to Dept Avg.: _____

- ☐ Outstanding
(120% or greater): 15
- ☐ Above Average
(100.1% to 119.9%): 12
- ☐ Good
(90% to 100%): 9
- ☐ Improvement Needed
(80% to 89.9%): 6
- ☐ Unsatisfactory
(79.9% or below): 0

Credit Solicitation: Meets 59th
Street Standard of soliciting and
opening charge accounts.

- ☐ Outstanding 15
(125% or greater)
- ☐ Above Average 12
(110% to 124.9%)
- ☐ Good 9
(100% to 109.9%)
- ☐ Improvement Needed 6
(90% to 99.9%)
- ☐ Unsatisfactory 0
(89.9% or below)

Total 59th Street Sales:
Volume compared to Plan.
Plan _____ Actual _____

- % to Plan: _____
- ☐ Outstanding
(105% or better): 5
 - ☐ Above Average
(101% to 104.9%): 4
 - ☐ Good
(97% to 100%): 3
 - ☐ Improvement Needed
(90% to 96.9%): 2
 - ☐ Unsatisfactory
(below 90%): 0

TOTAL POINTS: Outstanding: 90-100 Above Average: 71-89 Good: 56-70 Improvement Needed: 36-55 Unsatisfactory: 0-35

FOLLOW UP SCHEDULE Reviews are processed seasonally. If two seasonal reviews [annual] are Improvement Needed, a 90 day follow up will be administered.

Follow Up Date	With Whom	Reason/Area to Improve
Manager Overall Comments (use additional sheets if necessary):		Associate Comments (optional - use additional sheets if necessary):

Sales Manager: _____ Date: _____ Merchandise Manager: _____ Date: _____

I acknowledge by my signature that I have seen this review and it has been discussed with me. Employee Signature: _____ Date: _____

[Handwritten Signature]

BLOOMINGDALE'S SEMI-ANNUAL PERFORMANCE SUMMARY

Admin Team - NY

NAME: _____ DEPARTMENT _____

REPORTS TO: _____ SEASON/YEAR _____ HIRE DATE: _____

Next to each skill/behavior, circle the numerical rating which most closely corresponds to the individual's quality of performance.

CUSTOMER SERVICE: Maximum 25 points	
Storewide Customer Response Letter Rating: _____ "Clean, Neat & Easy to Shop" ☐ Outstanding (89.2-100 pts): 20 ☐ Above Average (86.1-89.1 pts): 16 ☐ Good (80.9-86.0 pts): 12 ☐ Improvement Needed (77.8 - 80.8 pts): 8 ☐ Unsatisfactory (below 77.7 pts): 0	Individual Contribution: (Associate thoroughly supports team customer service efforts (b-way of service, b-way of courtesy, etc.) ☐ Outstanding: 5 ☐ Above Average: 4 ☐ Good: 3 ☐ Improvement Needed: 1 ☐ Unsatisfactory: 0

SALES PERFORMANCE: Maximum 75 points					
Workload Completion: 25% (RTV/Jobout Completion Rate for assigned FOB to be published monthly) ☐ Outstanding (>96%) 25 ☐ Above Average (93.1% to 95.9%) 20 ☐ Good (90% to 93.0%) 15 ☐ Improvement Needed (87% to 89.9%) 10 ☐ Unsatisfactory (<87%) 0	Merchandising Standards: 20% (Based on Visual Quarterly Walk Scores by FOB of merchandise presentation of the selling floor) ☐ Outstanding 20 ☐ Above Average 16 ☐ Good 12 ☐ Improvement Needed 8 ☐ Unsatisfactory 0	Teamwork: 10% (See Grid) ☐ Outstanding 10 ☐ Above Average 8 ☐ Good 6 ☐ Improvement Needed 4 ☐ Unsatisfactory 0	Storekeeping Standards: 10% (Consistently adheres to 10 AM floor standards, keeps department filled in, recovers floor, processes hangbacks, adheres to stockroom standards including backstocking and maintenance.) ☐ Outstanding 10 ☐ Above Average 8 ☐ Good 6 ☐ Improvement Needed 4 ☐ Unsatisfactory 0	Audit: 5% (Shortage Control Audit result) ☐ Outstanding (>96%) 5 ☐ Above Average (94 - 95.9%) 4 ☐ Good (92 - 93.9%) 3 ☐ Improvement Needed (90 - 91.9%) 2 ☐ Unsatisfactory (<90%) 0	Specialty: 5% (Consistently executes specialized assignments: Sign Team, Admin Team, Merchandise Team or other area of focus.) ☐ Outstanding 5 ☐ Above Average 4 ☐ Good 3 ☐ Improvement Needed 2 ☐ Unsatisfactory 0 Specialty: _____ _____ _____

TOTAL POINTS: Outstanding: 90-100 Above Average: 71-89 Good: 56-70 Improvement Needed: 36-55 Unsatisfactory: 0-35

FOLLOW UP SCHEDULE: Seasonal Review. Improvement Needed receives 90 day follow-up.

Follow Up Date	With Whom	Reason/Area to Improve
Manager Overall Comments (use additional sheets if necessary): 		Associate Comments (optional - use additional sheets if necessary):

Sales Manager: _____ Date: _____ Merchandise Manager: _____ Date: _____

I acknowledge by my signature that I have seen this review and it has been discussed with me. Employee Signature: _____ Date: _____

BLOOMINGDALE'S SEMI-ANNUAL PERFORMANCE SUMMARY

Customer Service - NY

NAME: _____ DEPARTMENT _____

REPORTS TO: _____ SEASON/YEAR _____ HIRE DATE: _____

Next to each skill/behavior, circle the numerical rating which most closely corresponds to the individual's quality of performance.

CUSTOMER SERVICE: Maximum 25 points Storewide Customer Response Letter Rating: _____ ☐ Outstanding (84.1-100 pts): 20 ☐ Above Average (82.1-84 pts): 16 ☐ Good (77.1-82 pts): 12 ☐ Improvement Needed (75.1-77 pts): 8 ☐ Unsatisfactory (below 75.1 pts): 0		Individual Contribution: (Associate thoroughly supports team customer service efforts (b-way of service, b-way of courtesy, etc.)) ☐ Outstanding: 5 ☐ Above Average: 4 ☐ Good: 3 ☐ Improvement Needed: 2 ☐ Unsatisfactory: 0
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PERFORMANCE: Maximum 75 points				
Department Sales: 20% ☐ Outstanding (>105%) 20 ☐ Above Average (102%-104.9%) 16 ☐ Good (98%-101.9%) 12 ☐ Improvement Needed (95%-97.9%) 8 ☐ Unsatisfactory (<95%) 0	Revenue per Package: 20% Charges appropriate fees for premier gift wrap; individual revenue per package compared to department. ☐ Outstanding (>105%) 20 ☐ Above Average (102%-104.9%) 16 ☐ Good (98%-101.9%) 12 ☐ Improvement Needed (95%-97.9%) 8 ☐ Unsatisfactory (<95%) 0	Suggestion Sells: 15% Suggests "Extras" and EGCs with every transaction. Individual compared to dept. avg. ☐ Outstanding (>105%) 15 ☐ Above Average (102%-104.9%) 12 ☐ Good (98%-101.9%) 9 ☐ Improvement Needed (95%-97.9%) 6 ☐ Unsatisfactory (<95%) 0	Quality of Wrap: 10% Consistently delivers quality gift wrap to customer following Bloomingdale's Gift Wrap standards ☐ Outstanding 10 ☐ Above Average 8 ☐ Good 6 ☐ Improvement Needed 2 ☐ Unsatisfactory 0	Department Presentation: 10% Based on Quarterly ASMO/Visual Manager Walk Thru of Gift Wrap Locations including Wrap Desk Presentation, EGC and Extras fill in, etc. ☐ Outstanding 10 ☐ Above Average 8 ☐ Good 6 ☐ Improvement Needed 2 ☐ Unsatisfactory 0

TOTAL POINTS: Outstanding: 90-100 Above Average: 71-89 Good: 56-70 Improvement Needed: 36-55 Unsatisfactory: 0-35

FOLLOW UP SCHEDULE: Reviews are completed seasonally. Improvement Needed ratings receive 90 day follow-up.

Follow Up Date	With Whom	Reason/Area to Improve
Manager Overall Comments (use additional sheets if necessary): 		Associate Comments (optional - use additional sheets if necessary):

Manager: _____ Date: _____

I acknowledge by my signature that I have seen this review and it has been discussed with me. Employee Signature: _____ Date: _____

BLOOMINGDALE'S SEMI-ANNUAL PERFORMANCE SUMMARY

Day Receiving Team - NY

NAME: _____ DEPARTMENT _____

REPORTS TO: _____ SEASON/YEAR _____ HIRE DATE: _____

Next to each skill/behavior, circle the numerical rating which most closely corresponds to the individual's quality of performance.

CUSTOMER SERVICE: Maximum 25 points

Storewide Customer Response Letter Rating: _____

"Clean, Neat & Easy to Shop"

- ☐ Outstanding (89.2 - 100 pts): 20
- ☐ Above Average (86.1 - 89.1 pts): 16
- ☐ Good (80.9-86.0 pts): 12
- ☐ Improvement Needed (77.8 - 80.8 pts): 8
- ☐ Unsatisfactory (below 77.7 pts): 0

Individual Contribution: (Associate thoroughly supports team customer service efforts (b-way of service, b-way of courtesy, etc.)

- ☐ Outstanding: 5
- ☐ Above Average: 4
- ☐ Good: 3
- ☐ Improvement Needed: 0
- ☐ Unsatisfactory: 0

PERFORMANCE: Maximum 75 points

Workload Completion: 25%

(RTV/Jobout Completion Rate for assigned FOB to be published monthly)

- ☐ Outstanding (>96%) 25
- ☐ Above Average (93.1 - 95.9%) 20
- ☐ Good (90 - 93%) 15
- ☐ Improvement Needed (87 - 89.9%) 10
- ☐ Unsatisfactory (<87%) 0

Packing Standards: 20%

(Follows all RTV "packed with pride" requirements including FOB standards and use of vendor certificate. Follows Fedstart procedures for RTVs and jobouts)

- ☐ Outstanding (>105%) 20
- ☐ Above Average (102 - 104.9%) 16
- ☐ Good (98 - 101.9%) 12
- ☐ Improvement Needed (95 - 97.9%) 8
- ☐ Unsatisfactory (<95%) 0

Teamwork: 10%

(See Grid)

- ☐ Outstanding 10
- ☐ Above Average 8
- ☐ Good 6
- ☐ Improvement Needed 4
- ☐ Unsatisfactory 0

Storekeeping Standards: 10%

(Properly sets up equipment including empty racks, conveyors, processing tables. Properly handles trash and empty boxes. Follows all safe work practices.)

- ☐ Outstanding 10
- ☐ Above Average 8
- ☐ Good 6
- ☐ Improvement Needed 4
- ☐ Unsatisfactory 0

Audit: 5%

(Shortage Control Audit result)

- ☐ Outstanding (>96%) 5
- ☐ Above Average (94 - 95.9%) 4
- ☐ Good (92 - 93.9%) 3
- ☐ Improvement Needed (90 - 91.9%) 2
- ☐ Unsatisfactory (<90%) 0

Specialty: 5%

(Consistently executes specialized assignments for RTV's. Jobouts, Transfers. Damages, Salvages. MOS and other assigned tasks.)

- ☐ Outstanding 5
- ☐ Above Average 4
- ☐ Good 3
- ☐ Improvement Needed 2
- ☐ Unsatisfactory 0

Specialty: _____

TOTAL POINTS: Outstanding: 90-100 Above Average: 71-89 Good: 56-70 Improvement Needed: 36-55 Unsatisfactory: 0-35

FOLLOW UP SCHEDULE: Seasonal Review. Improvement Needed score receives 90 day follow-up.

Follow Up Date	With Whom	Reason/Area to Improve

Manager Overall Comments (use additional sheets if necessary):

Associate Comments (optional - use additional sheets if necessary):

Sales Manager: _____ Date: _____ Merchandise Manager: _____ Date: _____

I acknowledge by my signature that I have seen

this review and it has been discussed with me. Employee Signature: _____ Date: _____

NAME: _____ DEPARTMENT _____

REPORTS TO: _____ SEASON/YEAR _____ HIRE DATE: _____

Next to each skill/behavior, circle the numerical rating which most closely corresponds to the individual's quality of performance.

CUSTOMER SERVICE: Maximum 25 points

Storewide Customer Response Letter Rating: _____

"Clean, Neat & Easy to Shop"

- ☐ Outstanding (89.2-100 pts): 20
- ☐ Above Average (86.1-89.1 pts): 16
- ☐ Good (80.9-86.0 pts): 12
- ☐ Improvement Needed (77.8 - 80.8 pts): 8
- ☐ Unsatisfactory (below 77.7 pts): 0

Individual Contribution: (Associate thoroughly supports team customer service efforts (b-way of service, b-way of courtesy, etc.)

- ☐ Outstanding: 5
- ☐ Above Average: 4
- ☐ Good: 3
- ☐ Improvement Needed: 0
- ☐ Unsatisfactory: 0

PERFORMANCE: Maximum 75 points**Processing Productivity 25%**

(803041 productivity as reported by Pipeline standard is 100%.)

- ☐ Outstanding (>118.1%) 25
- ☐ Above Average (110.1 - 118%) 20
- ☐ Good (98 - 110%) 15
- ☐ Improvement Needed (95 - 97.9%) 10
- ☐ Unsatisfactory (<95%) 0

Floor Delivery Standards 20%

(Accurately delivers all inbound freight to the appropriate processing location by FOB and all other requirements.)

- ☐ Outstanding 20
- ☐ Above Average 16
- ☐ Good 12
- ☐ Improvement Needed 8
- ☐ Unsatisfactory 0

Teamwork 10%

(See Grid)

- ☐ Outstanding 10
- ☐ Above Average 8
- ☐ Good 6
- ☐ Improvement Needed 4
- ☐ Unsatisfactory 0

Storekeeping Standards 10%

(Properly sets up equipment including empty racks, conveyors, processing tables. Properly handles trash and empty boxes. Follows all safe work practices.)

- ☐ Outstanding 10
- ☐ Above Average 8
- ☐ Good 6
- ☐ Improvement Needed 4
- ☐ Unsatisfactory 0

Audit 5%

(Shortage Control Audit result)

- ☐ Outstanding (>96%) 5
- ☐ Above Average (90 - 95.9%) 4
- ☐ Good (92 - 93.9%) 3
- ☐ Improvement Needed (90 - 91.9%) 2
- ☐ Unsatisfactory (<90%) 0

Specialty 5%

(Consistently executes specialized assignments for trailer unload, trailer relocation, skid collection, Furniture receipts and other assigned tasks.)

- ☐ Outstanding 5
- ☐ Above Average 4
- ☐ Good 3
- ☐ Improvement Needed 2
- ☐ Unsatisfactory 0

Specialty: _____

TOTAL POINTS: _____ Outstanding: 90-100 Above Average: 71-89 Good: 56-70 Improvement Needed: 36-55 Unsatisfactory: 0-35

FOLLOW UP SCHEDULE: Reviews are completed seasonally. Improvement Needed ratings receive 90 day follow-up.

Follow Up Date	With Whom	Reason/Area to Improve
Manager Overall Comments (use additional sheets if necessary):		Associate Comments (optional - use additional sheets if necessary):

Sales Manager: _____ Date: _____ Merchandise Manager: _____ Date: _____

I acknowledge by my signature that I have seen this review and it has been discussed with me. Employee Signature: _____ Date: _____

NAME: _____ DEPARTMENT: _____

REPORTS TO: _____ SEASON/YEAR: _____ HIRE DATE: _____

Next to each skill/behavior, circle the numerical rating which most closely corresponds to the individual's quality of performance.

CUSTOMER SERVICE: Maximum 25 points

Storewide Customer Response Letter Rating: _____

"Clean, Neat & Easy to Shop"

- ☐ Outstanding (89.2-100 pts): 20
- ☐ Above Average (86.1-89.1 pts): 16
- ☐ Good (80.9-86.0 pts): 12
- ☐ Improvement Needed (77.8 - 80.8 pts): 8
- ☐ Unsatisfactory (below 77.7 pts): 0

Individual Contribution: (Associate thoroughly supports team customer service efforts (b-way of service, b-way of courtesy, etc.)

- ☐ Outstanding: 5
- ☐ Above Average: 4
- ☐ Good: 3
- ☐ Improvement Needed: 0
- ☐ Unsatisfactory: 0

PERFORMANCE: Maximum 75 points

Processing Productivity: 25%	Processing Standards: 20%	Teamwork: 10%	Storekeeping Standards: 10%	Audit: 5%	Specialty: 5%
(803041 productivity as reported by Pipeline standard is 100%.)	(Adheres to published Processing standards for "floor ready" by FOB including senso attachment, hanger insertion, plastic stripping and other requirements.)	(See Grid)	(Properly sets up equipment including empty racks, conveyors, processing tables. Properly handles trash and empty boxes. Follows all safe work practices.)	(Shortage Control Audit result)	(Consistently executes specialized assignments: Stockkeeping, Fill-in, Recovery, Hanger/Senso Collection and Sortation, and other assigned tasks.)
☐ Outstanding (>118.1%) 25 ☐ Above Average (110.1 - 118%) 20 ☐ Good (98 - 110%) 15 ☐ Improvement Needed (95 - 97.9%) 10 ☐ Unsatisfactory (<95%) 0	☐ Outstanding 20 ☐ Above Average 16 ☐ Good 12 ☐ Improvement Needed 8 ☐ Unsatisfactory 0	☐ Outstanding 10 ☐ Above Average 8 ☐ Good 6 ☐ Improvement Needed 4 ☐ Unsatisfactory 0	☐ Outstanding 10 ☐ Above Average 8 ☐ Good 6 ☐ Improvement Needed 4 ☐ Unsatisfactory 0	☐ Outstanding (>96%) 5 ☐ Above Average (94 - 95.9%) 4 ☐ Good (92 - 93.9%) 3 ☐ Improvement Needed (90 - 91.9%) 2 ☐ Unsatisfactory (<90%) 0	☐ Outstanding 5 ☐ Above Average 4 ☐ Good 3 ☐ Improvement Needed 2 ☐ Unsatisfactory 0 Specialty: _____ _____ _____

TOTAL POINTS: Outstanding: 90-100 Above Average: 71-89 Good: 56-70 Improvement Needed: 36-55 Unsatisfactory: 0-35

FOLLOW UP SCHEDULE: Reviews are completed seasonally. Improvement Needed ratings receive 90 day follow-up.

Follow Up Date	With Whom	Reason/Area to Improve

Manager Overall Comments (use additional sheets if necessary):

Associate Comments (optional - use additional sheets if necessary):

Sales Manager: _____ Date: _____ Merchandise Manager: _____ Date: _____

I acknowledge by my signature that I have seen

his review and it has been discussed with me. Employee Signature: _____ Date: _____

NAME: _____ DEPARTMENT _____

REPORTS TO: _____ SEASON/YEAR _____ HIRE DATE: _____

Next to each skill/behavior, circle the numerical rating which most closely corresponds to the individual's quality of performance.

CUSTOMER SERVICE: Maximum 25 points

Storewide Customer Response Letter Rating: _____

"Clean, Neat & Easy to Shop"

- ☐ Outstanding (89.2-100 pts): 20
- ☐ Above Average (86.1-89.1 pts): 16
- ☐ Good (80.9-86.0 pts): 12
- ☐ Improvement Needed (77.8 - 80.8 pts): 8
- ☐ Unsatisfactory (below 77.7 pts): 0

Individual Contribution: (Associate thoroughly supports team customer service efforts (b-way of service, b-way of courtesy, etc.)

- ☐ Outstanding: 5
- ☐ Above Average: 4
- ☐ Good: 3
- ☐ Improvement Needed: 0
- ☐ Unsatisfactory: 0

PERFORMANCE: Maximum 75 points

Productivity: 25%

(Performs all required tasks quickly and accurately. Works at required pace.)

- ☐ Outstanding 25
- ☐ Above Average 20
- ☐ Good 15
- ☐ Improvement Needed 10
- ☐ Unsatisfactory 0

Storekeeping Standards: 25%

(Consistently adheres to all selling floor standards, keeps department filled in, recovers floor, processes hangbacks, adheres to stockroom standards including backstocking and maintenance.)

- ☐ Outstanding 25
- ☐ Above Average 20
- ☐ Good 15
- ☐ Improvement Needed 10
- ☐ Unsatisfactory 0

Teamwork: 10%

(See Teamwork Grid)

- ☐ Outstanding 10
- ☐ Above Average 8
- ☐ Good 6
- ☐ Improvement Needed 4
- ☐ Unsatisfactory 0

Specialty: 10%

(Consistently executes specialized assignments including Recovery, Fill in, Backstocking, Fitting Room, etc.)

- ☐ Outstanding 10
- ☐ Above Average 8
- ☐ Good 6
- ☐ Improvement Needed 4
- ☐ Unsatisfactory 0

Specialty: _____

Audit: 5%

(Shortage Control Audit result)

- ☐ Outstanding (>96%) 5
- ☐ Above Average (94 - 95.9%) 4
- ☐ Good (92 - 93.9%) 3
- ☐ Improvement Needed (90 - 91.9%) 2
- ☐ Unsatisfactory (<90%) 0

TOTAL POINTS: _____ Outstanding: 90-100 Above Average: 71-89 Good: 56-70 Improvement Needed: 36-55 Unsatisfactory: 0-35

FOLLOW UP SCHEDULE: Reviews are completed seasonally. Improvement Needed ratings receive 90 day follow-up.

Follow Up Date	With Whom	Reason/Area to Improve

Manager Overall Comments (use additional sheets if necessary):

Associate Comments (optional - use additional sheets if necessary):

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Sales Manager: _____ Date: _____ Merchandise Manager: _____ Date: _____

I acknowledge by my signature that I have seen this review and it has been discussed with me. Employee Signature: _____ Date: _____

NAME: _____ DEPARTMENT _____

REPORTS TO: _____ SEASON/YEAR _____ HIRE DATE: _____

Next to each skill/behavior, circle the numerical rating which most closely corresponds to the individual's quality of performance.

CUSTOMER SERVICE: Maximum 25 points

Storewide Customer Response Letter Rating: _____

- ☐ Outstanding (84.1-100 pts): 20
- ☐ Above Average (82.1-84 pts): 16
- ☐ Good (77.1-82 pts): 12
- ☐ Improvement Needed (75.1-77 pts): 8
- ☐ Unsatisfactory (below 75.1 pts): 0

Individual Contribution: (Associate thoroughly supports team customer service efforts (b-way of service, b-way of courtesy, etc.))

- ☐ Outstanding: 5
- ☐ Above Average: 4
- ☐ Good: 3
- ☐ Improvement Needed: 2
- ☐ Unsatisfactory: 0

PERFORMANCE: Maximum 75 points

Wrap Productivity: 40%

(Achieves wrap and pack productivity standard 100% for 6 packages per hour.)

- ☐ Outstanding (>120.1%) 40
- ☐ Above Average (110.1 - 120%) 32
- ☐ Good (98 - 110%) 24
- ☐ Improvement Needed (95 - 97.9%) 16
- ☐ Unsatisfactory (<95%) 0

Specialty: 5%

(Consistently executes specialized assignments in Bridal, UPS, Metering or other areas of focus.)

- ☐ Outstanding 5
- ☐ Above Average 4
- ☐ Good 3
- ☐ Improvement Needed 2
- ☐ Unsatisfactory 0

Specialty: _____

Wrap Desk Presentation: 5%

(Maintains wrap desk standards including supply fill-in, neatness, and all safe work practices.)

- ☐ Outstanding 5
- ☐ Above Average 4
- ☐ Good 3
- ☐ Improvement Needed 2
- ☐ Unsatisfactory 0

Quality of Wrap: 25%

(Consistently delivers quality gift wrap to customer following Bloomingdale's Gift Wrap standards.)

- ☐ Outstanding 25
- ☐ Above Average 20
- ☐ Good 15
- ☐ Improvement Needed 10
- ☐ Unsatisfactory 0

TOTAL POINTS: Outstanding: 90-100 Above Average: 71-89 Good: 56-70 Improvement Needed: 36-55 Unsatisfactory: 0-35

FOLLOW UP SCHEDULE: Reviews are completed seasonally. Improvement Needed ratings receive 90 day follow-up.

Follow Up Date	With Whom	Reason/Area to Improve

Manager Overall Comments (use additional sheets if necessary):

Associate Comments (optional - use additional sheets if necessary):

Manager: _____ Date: _____

I acknowledge by my signature that I have seen

his review and it has been discussed with me. Employee Signature: _____ Date: _____

bloomingdale's

April 30, 2004

Mrs. Ida Torres
President
Local 3, RWDSU
1010 Third Ave.
New York, NY 10021

Re: SWSP

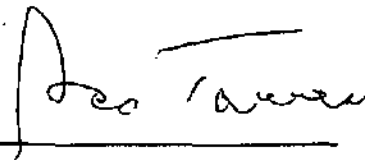
Dear Mrs. Torres:

This letter will confirm that the parties agree to recommend that their respective Trustees of the Storeworkers Security Plan address the issue of the cost of SWSP coverage paid by the high wage earners.

Very truly yours,



Lloyd Dalzell
Vice President, Labor/Employee Relations



Ida Torres
President
Local 3, RWDSU

bloomingdale's

April 30, 2004

Mrs. Ida Torres
President
Local 3, RWDSU
1010 Third Ave.
New York, NY 10021

Re: Storeworkers Security Plan

Dear Mrs. Torres,

For many years the Storeworkers Security Plan, (SWSP) has provided health care benefits to bargaining unit members. In order to ensure the continued viability of the SWSP the parties have mutually agreed to maintain the following requirements.

- (a) Except as provided in Section (b) hereof, for the term of the Agreement, the Company shall continue to contribute to the Storeworkers Security Plan Trust 9.0% of total earnings as set forth in the predecessor collective bargaining agreements less \$250,000.00 per year for the term of this agreement. For each month remaining in 2004 from January 1 to December 31 beginning with the month that Bloomingdale's assumes responsibility for the Accident and Disability Benefits Plan, Bloomingdale's will deduct \$20,833.34 from its payments to the SWSP.
- (b) Notwithstanding anything to the contrary in this or any other document (including, without limitation the Agreement and Declaration of Trust establishing the Storeworkers Security Plan or the plan of benefits of the Storeworkers Security Plan Trust), the obligation of the Company to contribute to the Storeworkers Security Plan Trust will terminate 90 days after written notice pursuant to paragraph (c) from the Company to the Union and the SWSP at any time if one or more of the following events does not occur:
 - (i) The Storeworkers Security Plan Trust will continue to maintain the currently in force fiduciary liability insurance policy (as well the non-recourse rider with respect to that policy) and a fidelity bond that satisfies the requirements of Section 412 of ERISA, and the Storeworkers Security Plan Trust will continue to maintain such policy and bond or its progeny in effect throughout the term of this Agreement (subject to Section (b)(ii) below).

- (ii) Upon the expiration of the currently in force fiduciary liability insurance policy, the Trustees will secure a fiduciary liability insurance policy. The Trustees will use their best efforts to secure a policy providing a maximum coverage limitation of no less than \$3 million (or, if greater, the coverage limitation of the expiring policy) and no deductible.
- (iii) By no later than March 1, 2005, and continuing throughout the term of this Agreement, the responsibility for the day-to-day administration of the Storeworkers Security Plan Trust has been transferred to either (A) a professional, independent third party administrator with substantial, experience in the administration and operation of multiemployer health benefit plans; or (B) a newly retained professional plan administrator with substantial experience administering multi-employer plans, or (c) a combination thereof.
- (iv) By no later than January 1, 2005, and continuing throughout the term of this Agreement, the Storeworkers Security Plan Trust will (A) retain an actuarial consulting firm with no less than 20 professional employees (including at least one enrolled actuary with at least 10 years' experience in the multiemployer health plan sector) with significant experience in actuarial consulting for multiemployer health benefits plans; and (B) retain as counsel a law firm that serves as legal counsel to at least 10 other unrelated multiemployer health benefit plans, which firm agrees to staff on the Storeworkers Security Plan Trust's account an attorney specializing primarily in employee benefits law.
- (v) The Agreement and Declaration of Trust establishing the Storeworkers Security Plan is amended effective no later than October 1, 2004, and continuing throughout the term of this Agreement, to (A) reduce the number of Trustees to two Union Trustees and two Employer Trustees (with both such Employer Trustees to be designated solely by, and to be removable solely by, the Company); (B) to reduce the number of Trustees required for a quorum necessary to transact business to two Union Trustees and two Employer Trustees; and (C) that the Company and the Union recommend that the Trustees amend the Trust Agreement to provide for alternate Trustees.
- (vi) As of January 31 of each year of the term of this Agreement, (A) the Storeworkers Security Plan Trust maintains no less than six months' reserves; and (B) the audited financial statements of the Storeworkers Security Plan Trust indicate that the assets of the Storeworkers Security Plan Trust (excluding the Storeworkers Security Sub-Fund) exceed the benefit obligations (calculated under S.O.P. 92-6 or its

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progeny) of the Storeworkers Security Plan Trust (excluding the Storeworkers Security Sub-Fund).

- (vii) By no later than December 31, 2004, the Storeworkers Security Plan Trust has had no less than two regular Board of Trustees meetings or conference call meetings.
 - (viii) Beginning January 1, 2005 and throughout the term of this Agreement, Board of Trustees meetings or conference call meetings are held no less frequently than four times per year.
 - (ix) By July 31 of each year during the term of this Agreement, all Trustees receive copies of certified financial statements for the Storeworkers Security Plan Trust for the plan year most recently ended, which statements have been prepared in accordance with Generally Accepted Accounting Principles (GAAP).
- (c) If the Company makes written notice pursuant to paragraph (b) that any one or more of the requirements in paragraph (b) (i) through (ix) has not occurred, there will be a further ninety (90) days from the date of the notice for consultation among the parties and for such requirements to be cured before the Company may exercise its right to terminate its obligation to contribute to the Storeworkers Security Plan.
- (d) Solely in the event that the obligation of the Company to contribute to the Storeworkers Security Plan Trust is terminated by the Company in accordance with Section (b) hereof, effective 90 days after the curing period of paragraph (c), bargaining unit employees shall be covered under the plan of benefits maintained by the Company for non-bargaining unit employees of the Company (subject to any eligibility and enrollment requirements of such plan of benefits). The cost to bargaining unit employees under the Company's health care plan(s) shall be negotiated by the Company and the Union commencing at the end of the 90 day curing period. If after 30 days following the end of the curing period the parties have not resolved the cost negotiations, the matter shall be submitted to expedited interest arbitration in order that a final and binding decision can be made within 90 days after the curing period has ended. During the transition of coverage from the SWSP to the plan(s) offered by the Company, there shall be no lapse in payments by the Company to the SWSP in order that SWSP coverage will be maintained until the completion of the transition.
- (e) It is further expressly understood and agreed that notwithstanding any other provisions of the Collective Bargaining Agreement, no disputes or disagreements with respect to any issue arising out of this article regarding the Storeworkers Security Plan shall be subject to the grievance and arbitration procedure of the

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contract with the exception of paragraph (a) and the interest arbitration set forth in paragraph (d) above.

- (f) With the exception of paragraph (a) effective May 1, 2008 this Article shall be null and void for all purposes and shall have no further force or effect.
- (g) This letter of agreement constitutes the complete agreement between the parties with respect to the issues addressed herein. No changes to the express provisions of this agreement may be made except by mutual agreement of the parties in writing. This letter of agreement will be binding on the parties' successors and assigns.

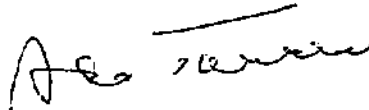
Very truly yours,

Lloyd Dalzell
Vice President
Employee/Labor Relations



Local 3, RWDSU

By



Ida Torres
President

