

BETWEEN

FRICK'S MARKET
UNION, MO

AND

UNITED FOOD & COMMERCIAL WORKERS
UNION LOCAL NO. 655

SEPTEMBER 12, 2016

Through

SEPTEMBER 08, 2019

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AGREEMENT

This AGREEMENT, mutually entered into by and between FRICK'S MARKET, UNION, MISSOURI, and/or successors and assigns, a signatory hereto, hereinafter referred to as the Employer, and the United Food & Commercial Workers Union, Local No. 655, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the Union.

It is the intent and purpose of the parties hereto, by entering into this Agreement, to promote and improve industrial and economic relationship between the Employer and their employees, to recognize mutual interests, to provide a channel through which information and problems can be transmitted from one to another, to formulate rules to govern the relationship between the Union and the Employer, and to promote efficiency and service. These objectives shall guide the parties and be observed by them during the term of this Agreement.

WITNESSETH: That the parties have agreed and do, by these presents, agree as follows:

ARTICLE 1 JURISDICTION

1.1 The Union shall be the sole and exclusive bargaining agent for all employees as defined in this Agreement in the City of St. Louis and in the counties of St. Louis, Franklin, St. Charles, Jefferson, Washington, Warren and Lincoln, excluding store managers, one legal owner (legal owner shall be defined as the husband, wife, sons and daughters) who shall not supplant bargaining unit employees, supervisory and other employees as defined by the National Labor Relations Act, as amended, and those employees covered by other collective bargaining agreements with the Employer.

1.2 All work and services connected with all operations carried on at the premises of the Employer's retail establishments including, but not limited to, the handling and selling of all merchandise, shall be performed only by employees within the unit as defined in this Agreement, and by employees working for the first thirty-one (31) days of their employment; provided, however, that the foregoing restriction on work jurisdiction may be altered or relaxed in whole or in part by mutual agreement between the Employer and the Union.

1.3 Any work done by any person outside of the bargaining unit in violation of this Agreement after it has once been brought to the attention of management shall result in the employee on duty who reports the violation receiving pay for the time worked at the top clerk rate in the contract, or the employee's regular rate, whichever is the greatest, in addition to his normal pay for that day. This shall not preclude the Union Representative of the local union from filing a grievance pertaining to a violation of this paragraph in the name of a particular employee who shall be compensated in the method herein provided above.

1.4 As of the effective date of this Agreement, the above described restriction on work jurisdiction has been, by mutual agreement between the Union and the Employer, relaxed and altered in the following respect; that persons entered the said Retail Establishment for the purpose of delivering bread, milk and potato chips, non-food distributors and other items which are presently being stocked by outside vendors.

1.5 Members of Management have the right to perform Customer Relations duties on occasion as needed.

ARTICLE 2 UNION SECURITY

2.1 All employees who are now members of the Union shall, as a condition of employment, maintain membership in good standing consistent with the provision of the Labor-Management Relation Act of 1947, as amended.

The Employer shall not be required to discharge an employee for failure to attain or maintain membership in the Union unless it shall have received three (3) days written notice from the Union prior to the date of such discharge is to be effective.

2.2 All new employees must become members of the Union thirty-one (31) days after their employment date and thereafter shall, as a condition of employment, maintain membership in good standing consistent with the provision of the Labor-Management Relations Act of 1947, as amended.

The Employer agrees that Union Representatives or Stewards may take workers off the sales floor to discuss the benefits of this Agreement, Union membership or any other matter related to the worker's employment for a reasonable period of time not to exceed fifteen (15) minutes. Union Representatives and Stewards will not interrupt workers who are servicing customers.

CHECK OFF: The Employer agrees to deduct initiation fees, union dues and uniform assessments where lawful, uniformly required as a condition of acquiring or retaining membership in the Union from the wages of each employee, present and future, as the same shall be due, provided each such employee executes written authorization therefor, in a form authorized by law, and such authorization is turned over to the Employer.

The Employer agrees to remit such dues and initiation fees as deducted to the Union.

The Union shall, on or before the tenth (10th) day of each month, furnish to the Employer a list of member employees and the amounts due therefor, including dues owing for the succeeding month.

The Employer shall, on or before the last day of the same month, deduct such dues as authorized.

The Employer will deduct Union dues and initiation fees on a bi-weekly basis. The Employer shall, on or before the 10th day of the following month remit such dues as authorized to the Union.

In the event no wages are then due the employee, or, are insufficient to cover the required deduction, it shall be the responsibility of the Union to resubmit the amount due on the next regular monthly billing.

Once each month, the Employer will submit to the Union a list of employees hired the previous month. The list will include the employees name, social security number, store code, job code and date of hire.

Once each year, the Employer will deduct from the pay of the employee, who have certified in writing, a political deduction. The Union shall furnish the Employer the amounts to be deducted on the regular monthly billing.

2.3 No employee shall be deprived of membership in the Union except in accordance with the Constitution and By-Laws of the Union.

2.4 The Employer and/or its agents or representatives agree not to aid, promote or finance any other group or organization which purports to engage in collective bargaining.

2.5 The Employer and the Union agree that there shall be no discrimination against any employee on account of Union activities or affiliation, or because of race, religion, color, creed, national origin, sex, sexual orientation or age in accordance with existing law. Where the word "he" appears in this Agreement, the parties agreed that it applies to both "male and female" employees.

2.6 The Employer agrees not to enter into any agreement or contract with their employees, individually or collectively which, in any way, conflicts with the terms and provisions of this Agreement.

2.7 The Employer agrees to permit an authorized representative or officer of the Union to have free access to the stores at all hours when members of Local No. 655 are on duty to satisfy the Union that the terms of this Agreement are complied with, but such representative or officer shall not interfere with the duties of any of the said employees or the business of the Employer. This paragraph refers to the representative that is servicing the store after the store is closed to the public.

The Union shall have the right to designate a union steward for each store who shall have the top ranking seniority (during the term of their office), irrespective of actual length of service, in case of layoffs and transfers.

The Union may appoint, where necessary, an assistant steward with the understanding that only the steward will have the top ranking seniority status.

2.8 The Union store card will be displayed in all places where members of Local No. 655 are employed in a location visible to the general public. The store card shall be removed at the request of the Union.

2.9 Members of the Union must wear their union buttons when on duty.

2.10 Corrective action initiated as a result of investigative shopping reports will be taken within five (5) scheduled working days after the investigative shopping report. All other corrective action will be taken within a reasonable period of time.

Corrective action will be discussed in the presence of the employee and if requested, the Union Steward or the Union Representative or another member of the bargaining unit of the employees choosing who is at work. Based on the operational needs of the business, the Employer may request the employee to select an alternative member of the bargaining unit who is at work to attend the above meeting. The employee will be given a copy of the "Corrective Action."

Should an employee be subject to Corrective Action which will result in a warning that immediately precedes termination or actual termination of employment, Store Management will make every reasonable effort to offer to discuss the Corrective Action with the employee in the presence of a Union Steward, a Union Representative, or another member of the bargaining unit of the employee's choosing who is at work. Based on the operational needs of the business, the Employer may request the employee select an alternative member of the bargaining unit who is at work to attend the above meeting.

Work rules and regulations which apply to bargaining unit employees and changes thereafter will be given to the Union.

The Union shall hold the Employer harmless for any liability the Employer incurs as a result of its compliance with the provisions of the Union security and checkoff provisions.

ARTICLE 3 MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including the right to plan, direct and control store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities and the right to establish and maintain reasonable rules and regulations covering the operation of the stores, a violation of which shall be among the causes for discharge, are vested in the Employer; provided, however, that their right shall be exercised with due regard for the right of the employees and provided further that it will not be used for the purpose of discrimination against any employee. This paragraph is subject to the Grievance Procedure.

ARTICLE 4 GRIEVANCES AND ARBITRATION

4.1 Should any differences, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort made on the part of both parties to settle same promptly through the following steps: All grievances must be in writing before steps of grievances can be followed and acted upon. Only the Union or a member of the bargaining unit can file a grievance.

Step 1. By conference between the aggrieved employees; the Union steward and/or Union Representative, or both and the store manager or owner. Store Management shall make its decision known within two (2) working days thereafter. If the matter is not resolved in Step 1, it shall be referred to Step 2 within two (2) working days.

Step 2. By conference between the Union Representative and the owner or a supervisor of the Employer. The Employer shall make its decision known within three (3) working days thereafter. If the matter is not resolved in Step 2, it shall be reduced to writing and referred within three (3) working days to Step 3.

Step 3. By conference between an official or officials of the Union and a designated representative of the Employer.

Step 4. In the event the last step fails to settle the complaint, it shall be referred, within seven (7) working days to the Arbitration Board.

4.2 In any case in which an employee is aggrieved and the Union promptly notifies the employee that it does not intend to request arbitration after the Step 3 meeting, the time for requesting arbitration shall be stayed pending the employee's exhaustion of internal Union appeals to the Union's Executive Board.

4.3 The Employer and the Union shall mutually agree to an impartial arbitrator to hear said arbitration case; however, if said arbitrator cannot be chosen within three (3) days, then the Federal Mediation and Conciliation Service will be requested to furnish a panel of seven (7) names from which the arbitrator may be chosen. The arbitrator will be selected within seven (7) days after the receipt of the panel by both parties.

The arbitrator may be chosen by alternately striking names. The party striking first will be determined by the flip of a coin. The decision of the arbitrator shall be binding on both parties. The expense of the arbitrator shall be paid for jointly. Should either party postpone a scheduled arbitration date, that party shall be responsible for any cancellation fee.

The parties request that the arbitrator render a decision within sixty (60) days of the close of the hearing or the receipt of the post-hearing briefs, whichever is later. Both parties agree to issue a joint communiqué to any arbitrator whose ruling is not received within a reasonable time frame.

Such arbitrator shall not be empowered to add to, detract from, or alter the terms of this Agreement.

4.4 The Employer may, at any time, discharge any employee for proper cause. The Union or the employee may file a written complaint with the Employer within seven (7) days after the date of discharge, asserting that the discharge was improper. Such complaint must be taken up promptly. If the Employer and the Union fail to agree it shall be referred to arbitration. Should the arbitrator determine that it was an unfair discharge; the Employer shall abide by the decision of the arbitrator.

4.5 Grievances must be taken up promptly. No grievance will be considered, discussed, or become arbitrable which is presented later than seven (7) days after such has happened.

4.6 The Employer shall have the right to call a conference with a Union steward or officials of the Union for the purpose of discussing his grievance, criticisms, or other problems.

4.7 Grievances will be discussed only through the outlined procedures; except that by mutual agreement the Union and the Employer, the time limits may be waived.

ARTICLE 5 UNION COOPERATION

5.1 The Union shall use its best efforts as a labor organization to enhance the interests of the Employer, as an Employer of union labor.

5.2 The Union agrees to uphold the rules and regulations of the Employer with regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer.

5.3 The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores, and in caring for equipment and machinery.

5.4 The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

5.5 The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

ARTICLE 6 UNAUTHORIZED ACTIVITIES

6.1 During the term hereof, the Union agrees that there shall be no strike or any interference with or interruption of the normal conditions of the Employer's business. The Employer agrees there shall be no lockout.

6.2 The failure of any employee to cross or work behind a lawful, primary labor picket line which has been officially recognized by the St. Louis Labor Council and/or the United Food & Commercial Workers International Union, shall not constitute a violation of this Agreement.

6.3 The Employer and the Union mutually agreed that in the event of an unauthorized strike or slowdown by an employee or employees that the Employer will not file or press suites for monetary damages against the Union. The Union agrees that it will immediately take every reasonable means to induce the employee or employees to return to work or to resume normal production, the Employer may exercise whatever disciplinary action it deems proper against such employee or employees, including discharge, layoff, loss of seniority rights or other privileges granted employees under this Agreement or Employer policy.

ARTICLE 7 HOURS AND WORKING CONDITIONS

7.1a. The maximum work week for all employees covered by this Agreement, payable at straight time wages, shall be forty (40) hours.

b. All time worked in excess of forty (40) hours per week or eight (8) hours per day if on an eight (8) hour shift or ten (10) hours per day if on a ten (10) hour shift shall be paid at the rate of time and one-half (1-1/2x) the employees' regular rate of pay. There shall be no pyramiding of overtime or premium pay.

c. Daily overtime shall be offered by seniority and job classification within the store among the employees present and qualified to do the work when the need for overtime arises. Scheduled overtime shall be offered by seniority to employees qualified to do the work for the designated time. Employees shall not be required or compelled to work overtime as defined above. However, if an insufficient number of employees volunteer, then qualified employees may be required to work by inverse order of seniority.

d. All full-time employees shall receive at least one (1) full day off per calendar week. If regular employees are required to work on their scheduled day off, they shall be paid at the rate of time and one-half (1-1/2x) their regular rate.

7.2a. The store manager will post a work schedule by seniority (in ink or other permanent means) for all employees, by surname and initial, for the succeeding week by eleven (11:00) a.m. Friday of the current week. Any employee leaving on schedule before eleven (11:00) a.m. and who is not scheduled to work on Saturday and Sunday will be advised by store management of his schedule to be posted. This schedule shall be posted in a central location for all employees and the Union.

- b. Employees shall not be required to work split hours.
- c. Starting time for full-time employees shall not be changed without twenty-four (24) hours' notice to each employee affected by such change, except in case of emergency caused by illness, absenteeism, etc.
- d. Thirty-two (32) hours, or more per week, employees shall have preference of available days off by seniority, job classification, and availability.

Once days off are selected, they will not be changed except in holiday weeks for reasons beyond the control of the Employer or for operational changes. By agreement with the Union, the Employer may elect to rotate Saturday off between all employees in a particular classification rather than to grant them to the more senior employees. This paragraph shall not preclude the right of the Employer to grant, on an individual request basis, a particular day off on an infrequent basis to an employee for a valid reason.

- e. If additional hours are added to the posted schedule during the week, they shall be offered to the most senior qualified employee not scheduled to work on those days provided such hours will not cause payment of overtime or premium pay.

- f. If, in case of an emergency an employee fails to report to work as scheduled, then those hours will be offered to the most senior qualified employee not scheduled to work on those days provided such hours will not cause payment of overtime or premium pay.

- g. Any thirty-two (32) hour employee working (as of June 17, 1997) three (3) or less nights per week will not be required to work more than three (3) nights per week (after 6:00 p.m.). The schedule shall be equitably rotated on approximately a monthly basis. This provision shall not apply where vacations (number or amount) or extended absences prevail; in such event, excess nights will be assigned by inverse seniority among qualified employees.

At the sole discretion of the employee the above three (3) night provision may be waived.

- h. No employee may work between the hours of twelve (12:00) midnight and four (4:00) a.m. (except produce department employees, and other employees who may, on a voluntary basis, begin no earlier than 3:00 a.m.) provided that the store closes to the public by ten o'clock (10:00) p.m.

- i. On the job injury: Any employee who averages twenty-five (25) hours or more per week and who is unable to work because of injuries received during the scheduled work week, and whose injuries resulted out of or during the course of employment on the store premises, shall be entitled to full pay not to exceed eight (8) hours (ten (10) hours for employees scheduled to work four (4) ten (10) hour shifts) for each scheduled day lost because of such injuries, but not to exceed three (3) days, provided however,

that the employee shall report upon receipt of the injury to the store manager who shall refer the employee to the Employer's physician. The physician's decision with respect to the length of time required off from the job shall be the controlling factor, provided further that nothing in this provision shall affect any rights accruing to either party under the Worker's Compensation Act of the State of Missouri, and that the Employer shall receive credit for any payment made under this Article, should any compensation be awarded in accordance with the State Worker's Compensation Act.

The above payment is meant to compensate the employee for scheduled days lost prior to the date Worker's Compensation benefits become effective.

When an employee averaging less than twenty-five (25) hours per week and is injured on the job, they will be paid for the balance of that day's work schedule provided that they confirm with the procedures set forth above.

When an employee, following an "on-the-job" injury, is certified as ready and able to perform all regular duties by his or her attending physician and/or Employer doctor but requires continued medical treatments as a result of the same injury, the Employer shall adjust the work schedule upon request without penalty to the employee or Employer, to provide both the time for medical care and the number of hours of work for which the employee is regularly scheduled by seniority and job classification.

7.3 All employees working shifts of six (6) or more hours per day will be allowed a paid uninterrupted rest period of fifteen (15) minutes for each one-half (1/2) shift worked, not to exceed two (2) rest periods per day. Employees working four (4) hour shifts up to six (6) hour shifts per day shall be entitled to one (1) paid uninterrupted fifteen (15) minute rest period per day. If however, a break is interrupted, the employee will be entitled to later take an uninterrupted break. Rest periods shall not be required until the employee has been on duty at least two (2) hours.

7.4 The meal period, without pay, shall not exceed one (1) hour per day on the employee's time and shall be allowed between the beginning of the fourth (4th) hour and the ending of the sixth (6th) hour after starting time or at any time mutually agreeable between the employee and the Employer. Any employee working six (6) hours or more shall be entitled to an unpaid thirty (30) minute lunch period, if requested. Such request for a lunch must be submitted by the Friday prior to the posting of the schedule.

7.5 When an employee shall report for work at the time and place ordered or scheduled, then such employee shall be paid a minimum of four (4) hours' pay at the regular rate. Students who are available regularly for as much as four (4) hours in any day during regular store hours shall be covered by the four (4) hours guarantee. However, employees may be scheduled for less than a four (4) hour shift if mutually agreed to among the employee, the Employer and the Union.

7.6 When supervision of the Employer elects to instruct a member of the bargaining unit to report to the store for emergencies, they will be paid a minimum of two (2) hours at time and one-half (1-1/2x) their regular rate of pay.

7.7 Hours not worked, but compensated for by the Employer (up to a maximum of forty (40) hours per week) shall be credited as hours worked for purposes of seniority, vacation pay and holiday pay.

7.8 Where time clocks are available, all employees covered by this Agreement shall record in person, the exact number of hours worked. The Employer and the Union agreed that a proven violation of established time clock rules, including work before punching in or after punching out, may subject an employee to disciplinary action up to and including discharge. The Employer agrees, upon reasonable notice, to allow records to be checked where necessary for wage rates.

7.9 Falsification of payroll records shall be cause for dismissal.

7.10 The Employer agrees to provide a complete first aid kit in each store.

7.11 As specified elsewhere in the Collective Bargaining Agreement, the Employer has a right to institute a ten (10) hour per day forty (40), hour per week work schedule. Selection of the individuals for this position will be from volunteers of eligible employees by seniority. In the event, there are not enough volunteers, inverse seniority shall apply.

7.12 Employees will be paid to the nearest fifteen (15) minutes by the rounding off method:

0-7 Minutes	0 Minutes Pay
8-22 Minutes	15 Minutes Pay
23-37 Minutes	30 Minutes Pay
38-52 Minutes	45 Minutes Pay
53-67 Minutes	1 Hour of Pay

ARTICLE 8 SENIORITY

8.1 Seniority shall be defined as the employee's length of continuous service with the Employer or date of entry into the bargaining unit, whichever is later. No employee shall acquire any seniority rights until he or she has been employed by the Employer for at least thirty (30) effective May 17, 2017, sixty (60) days and he/she shall not be deemed entitled to any of the privileges of seniority until he/she has been employed that long. On the thirty-first (31st) effective May 17, 2017 sixty-first (61) day, seniority shall apply from the date of employment.

8.2 Seniority of an employee shall terminate for any of the following reasons:

- a. Voluntary resignation.
- b. Discharge for proper cause.
- c. Failure of an employee to return to work following a layoff within five (5) working days after notice by certified mail by the Employer to the employee's last known address on Employer's records.
- d. Failure of an employee to return to work under the terms and conditions of Article 10 (Leave of Absence).
- e. Where an employee has performed no work for the Employer for a period of six (6) months.
- c. Failure of an employee to return to work following a layoff within five (5) working days after notice by certified mail by the Employer to the employee's last known address on Employer's records.
- f. Failure of an employee to return to work under the terms and conditions of Article 10 (Leave of Absence).
- g. Where an employee has performed no work for the Employer for a period of six (6) months.
- h. Retirement.
- i. Failure to call in twice in any twelve (12) month period.

8.3 There shall be two (2) seniority lists as follows:

- a. Full-time employees – A full-time employee normally works forty (40) hours per week.
- b. Part-time employees – A part-time employee works less than forty (40) hours per week.

8.4 Full-time employees shall have seniority over part-time employees.

8.5 The qualifying quarters to determine employee status shall be made on January 1st, April 1st, July 1st, and October 1st of each year.

- a. A part-time employee advancing to a full-time employee must work forty (40) hours per week for a qualifying quarter, and shall be placed on the full-time employee seniority list as of the 1st day of the next qualifying quarter.
- b. A full-time employee reduced to part-time as determined by the hours worked in the previous qualifying quarter shall maintain his full-time seniority date and be placed at the top of the part-time seniority list for an additional calendar quarter. After that additional calendar quarter, if the employee has not regained

regular status, then the employee will be placed on the part-time seniority list in the bargaining unit.

c. Any full-time employee who voluntarily reduces their hours to part-time status will be put on the part-time seniority list using the employee's original seniority date in the bargaining unit.

d. Those employees who have not achieved full-time status and who are only available for full-time employment during the summer vacation period shall not have those hours used in the calculation of eligibility for full-time status unless the employee is available and does work forty (40) hours after that time. A determination as to their status will be made by October 15th.

8.6 The Employer shall submit to the Union, in an Excel format, on a quarterly basis, a current seniority list.

The Employer will submit to the Union, on a weekly basis, the schedule for all Local No. 655 employees for the succeeding week by Friday at 4:00 p.m. in an Excel format.

8.7 Employees shall be scheduled for available hours up to and including forty (40) hours in a regular work week according to seniority.

Employees may claim any portion of a less senior employee's hours in accordance with seniority, availability, job classification, and ability to perform the type of work within the store in which they work. The intent of this provision shall be to maximize the senior employees' hours, but shall not be construed to guarantee overtime. Claim for available hours under this provision of the Agreement must be made by the employee to the Employer no later than 10:00 a.m. Monday or the employee forfeits any claim.

The Union and the Employer recognize the need for part-time employees and agree that improper scheduling which results in the use of two (2) part-time employees within the same job classification and doing the same type of work, rather than one (1) full-time employee, will be corrected when brought to the Employer's attention. When scheduling two (2) or more employees for less than an eight (8) hour shift for a similar assignment in the same classification there shall be a lapse of at least one and one-quarter (1-1/4) hours between shifts.

8.8 Employees who at any time have voluntarily limited their availability for work may thereafter claim additional available hours, but may not claim previously scheduled hours of another employee until a vacancy occurs or additional hours become available. The employee shall notify the Employer in writing of their intent to claim additional hours when their availability is again limited.

8.9 It is agreed by the Employer that the store manager will not use the scheduling of hours as a punitive measure.

8.10 Employees cannot claim hours that would cause a conflict with other provisions of this Agreement.

8.11 In the event of lay-off, all employees may exercise their seniority in the following manner:

a. Any employee who is displaced may have the opportunity to displace the least senior employee in another classification in the unit covered by this Agreement provided he/she can adequately perform the work as determined by the Employer after a reasonable training period not to exceed four (4) weeks. This training option does not apply to the office personnel unless the employee has had prior office experience in the store.

b. Any employee who is displaced as a result of the above and who has no other employee to displace will be considered to be on layoff status. Recall to work shall be in accordance with seniority with the last employee laid off being the first to be recalled within the affected job classification.

c. All changes occurring due to paragraphs a and b above, shall be completed in a period of not more than two (2) weeks.

8.12 Department heads may exercise their seniority as described in Article 8, Section 11, a, b, and c, above, with the exception:

Department heads may not displace another department head but may displace a full-time employee.

8.13 Promotions: In the matter of promotions after giving due regard to seniority, the Employer shall have the right to exercise their judgment.

8.14 Where a full-time job is available, a part-time employee who is working less than forty (40) hours per week shall be given preference for such job considering seniority, job classification and ability; provided they have advised the Personnel Department or the Employer in writing that they are available for full-time employment.

8.15 Transfers: Transfers from one type of work to another or from one store to another will be made for justifiable reasons and will not be used for the purpose of discriminating against any employee.

When the Employer opens a new store where there are additional full-time openings, regular employees working forty (40) hours a week, who have advised the Personnel Department or the Employer in writing of their desire to transfer to a store nearer their home will be considered for such openings in accordance with seniority and availability.

ARTICLE 9 UNIFORMS AND DRESS CODE

9.1 Any uniforms deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer without charge. Where Dacron or similar type uniforms are furnished employees, such uniforms shall be laundered by the employee and will be replaced as necessary provided the employee turns in the worn uniform for a new uniform.

9.2 During excessively cold weather, reasonable wearing apparel may be worn.

9.3 If Employer shirts are no longer provided, employees will be allowed to wear any light, solid colored dress shirt. Hair styles of employees not conforming to the Employer's dress code will be reviewed by the supervisor or Personnel Manager and the Business Agent before any suspension or discharge of employee.

ARTICLE 10 LEAVES OF ABSENCE

10.1 A Leave of Absence shall be defined as a period during which an employee must, for legitimate reasons, be absent from work. Leaves under this Article shall be limited to:

- a. Military
- b. Medical/Maternity
- c. Union
- d. Management
- e. Personal
- f. Care of Newborn or Adopted Child
- g. Any other factor required by law

They shall be for a specified length of time and without pay.

10.2 Military Leave: In the event an employee covered by this Agreement enters into the Armed Forces of the United States, he/she shall be eligible for reinstatement in accordance with the provisions of the applicable Federal Legislation.

10.3 Medical/Maternity Leave: A leave of absence for reason of extended personal illness, injury or maternity shall be granted to all employees, with twelve (12) months or more of consecutive service, for an initial period not to exceed thirty (30) days, provided such request is supported by satisfactory medical evidence. If at the end of thirty (30) days the employee is unable to return to work, the leave may be extended for an additional thirty (30) days and each thirty (30) days thereafter, up to a maximum of twelve (12) months, provided such request for an extension is supported by satisfactory medical evidence. An employee will not be required to submit additional thirty (30) day leave extensions when verification from the attending physician of the need for a leave of more than thirty (30) days is presented, so long as the time period of leave is indicated, and so long as additional leave time does not become necessary.

10.4 Following compliance with the terms of 10.3 above, an employee, upon returning to work with a doctor's release indicating physical fitness to return to work, shall be placed in the same or comparable job classification, seniority permitting, and shall receive the rate of pay then established for the job. The employee will be scheduled for work on the next posted schedule in accordance with seniority, provided that the necessary notification and/or release was presented to the Employer at least twenty-four (24) hours prior to the time called for in this Agreement for the posting of the written schedule.

10.5 Union Leave: When an employee leaves employment with the Employer to take employment with United Food & Commercial Workers Union Local No. 655, or the United Food & Commercial Workers International Union, the employee shall be considered on a leave of absence for up to a maximum of three (3) years, and the employee shall, after completion of such employment with the Union, return to his/her former employment with the Employer, and his/her seniority shall continue uninterrupted.

Employees duly elected to serve as a Vice-President with Local Union No. 655, or as Shop Steward, shall upon giving proper notice be granted an unpaid leave of absence to attend scheduled meetings or conferences. However, at the employee's request, when attending meetings of four (4) or less hours, he/she will have their daily work schedule adjusted without a penalty to the employee.

10.6 Management Leave: A management leave of absence may be granted to an employee accepting a management position with the same Employer subject to the written approval of the Employer for a period of time not to exceed three (3) years. Seniority will not be interrupted during this period.

10.7 Personal Leave: A personal leave of absence may be granted to employees having one (1) or more years of continuous service subject to the written approval of the Employer. Seniority shall not accrue during a personal leave of absence.

10.8 Leave of Absence for Care of Newborn or Adopted Child: For employees with twelve (12) months or more of continuous service, a leave of absence for either parent shall be granted without pay for a period of up to twelve (12) weeks for the purpose of newborn or adopted child care. An employee shall be guaranteed reinstatement in accordance with their seniority. An employee who wishes to change his or her date of return to work shall notify the Employer two (2) weeks in advance and shall be returned to work as set forth above. The leave of absence for either parent must end no later than twelve (12) weeks from the date of birth or date of adoption. The Employer may require verification of the parent relationship to the newborn or the adopted child.

10.9 General Provisions: Except in cases of emergencies, a written request to the Personnel Department for a leave shall be made at least five (5) working days prior to the requested starting date of the leave.

It shall be the responsibility of an employee who is on leave to notify the Employer if he/she is unable to return to work at the expiration of the leave and to request an extension in accordance with proper procedure.

A copy of the approved Leave of Absence will be forwarded to the Union office.

ARTICLE 11 FUNERAL LEAVE

In the event of the death of a parent, brother, sister, spouse, son, daughter or present mother-in-law or father-in-law, brother-in-law, sister-in-law, present step-father, present step-mother of an employee or other relative residing with the employee, or grandparents (member or spouse), grandchild, the Employer will grant a leave of absence from day of death until and including the day of the funeral, not to exceed three (3) days with pay for scheduled working days, provided the employee attends the funeral. In the case of son-in-law or daughter-in-law not living with the employee, one (1) day will be given off, that day being the day of the funeral. The employees shall not be paid beyond the date of the funeral. The benefits outlined within this paragraph shall apply to an employee employed by the Employer a minimum of six (6) months before death referenced above and who, further, worked a minimum of 32 hours per week for the Employer for an 8 week period preceding the death in question.

All part-time employees shall receive one day off to attend the funeral if scheduled. Leave will be based upon scheduled hours missed.

ARTICLE 12 SICK BANK

Employees who have been absent due to illness who are eligible for and participating in health care benefits will be granted sixteen (16) effective January 1, 2018 twenty-four (24) hours per calendar year for the purposes of Health and Welfare contributions only. Employees will notify the store manager with the request for contributions to be made to maintain eligibility for health care benefits.

ARTICLE 13 JURY SERVICE

Employees averaging 32 hours or more, or with three (3) or more years of service who are subpoenaed and who report for jury service shall receive the difference in pay for the time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay at the employee's regular straight time hourly rate of pay. When an employee is released for a day or the greater part of the day, they shall report to their store for work. This situation shall not exceed ten (10) working days per calendar year.

ARTICLE 14 SUNDAYS AND HOLIDAYS

14.1 Except as herein provided, there shall be no work on Easter Sunday, Thanksgiving or December 25. The calendar days of News Year Day, Memorial Day,

July 4, Labor Day, Thanksgiving and Christmas Day are to be celebrated as paid holidays. Holiday pay will be paid only for the actual calendar day of the holiday. If the Employer elects to close, the closing will be on the actual holiday, regardless of when same might be celebrated in the business community. Paid holidays, are applicable only to those employees who have been employed by the Employer a minimum of 12 months prior to the holiday in question and who, further, worked a minimum of 32 hours per week for the Employer for an 8 week period preceding the holiday in question.

In addition to the previously mentioned holiday, two (2) personal holidays shall be granted to all employees who have had one (1) year or more of continuous service subject to the same conditions as set forth in this Article for other holidays. These personal holidays shall be celebrated on any day which is mutually agreeable to the employee and the Employer. After Employees have initially qualified for personal holidays, they will qualify for future personal holidays as of January 1st.

Employees hired after October 23, 2014 but before May 17, 2017 will earn personal holidays subject to the same conditions set forth in this Article for other holidays.

Employees who attain one (1) year of continuous service will be eligible for personal holidays during their initial calendar year based on the following:

Attains one (1) year of continuous service between January - April Two (2)
personal holidays

Attains one (1) year of continuous service between May – August.....One (1)
personal holiday

Attains one (1) year of continuous service between September – December ...Zero
personal holiday

All employees hired after MAY 17, 2017 and are employed for one (1) year or more and average twenty-three (23) hours but less than thirty-two (32) hours per week for the prior twelve (12) months, will be entitled to one (1) floating holiday. All employees hired after MAY 17, 2017 and are employed for one (1) year or more and average thirty-two hours or more per week for the prior twelve (12) months, will be entitled to a second floating holiday. The days on which the holidays will be taken shall be mutually agreed upon by the Employer and the employee, provided the employee notifies the employer two (2) weeks in advance.

14.2 All employees who have been employed by the Employer a minimum of 12 months prior to the holiday in question and who, further, worked a minimum of 32 hours per week for the Employer for an 8 week period preceding the holiday in question who have not been absent of their own accord on the scheduled working day before,

and the scheduled working day after a holiday shall receive holiday pay based on the average hours paid during the preceding four week period in accordance with the following schedule:

32 to 40 hours 8 hours pay

Employees working less than thirty-two (32) hours but more than twenty (20) hours per week as calculated above with at least three (3) full years of service as of the holiday shall receive holiday pay for New Year's Day, July 4th, Thanksgiving and Christmas in accordance with the following schedule

20 plus hours through 24 hours	4 hours pay
25 through 31 hours	6 hours pay

14.3 However, if an employee is absent on the scheduled working day before the actual holiday, the actual holiday (if scheduled), or the scheduled working day after a holiday due to proven illness or absence approved in advance by the Employer, they shall receive the holiday pay provided they work any part of the holiday week.

14.4 During weeks in which holidays occur, full-time employees will be scheduled for a minimum of thirty-two (32) hours' work in four (4) days. Weekly, overtime will not be paid in a holiday week until after forty (40) hours of actual work.

14.5 If employees are required to work on any of the above named calendar holidays, they shall be paid at one and one-half (1-1/2x) times the employee's regular straight time hourly rate in addition to the earned holiday pay. All employees hired on or after June 16, 1997, shall receive a one dollar (\$1.00) per hour premium for all holiday hours worked.

14.6 In the event a sudden emergency occurs affecting employees while the Union Office is closed, the Employer must, within forty-eight (48) hours, notify the Union Office of such emergency, the names of the employees affected, and the number of hours worked during the emergency.

14.7 Sunday and Holiday work shall be on a voluntary basis among qualified employees and in the classifications needed. If not enough employees' volunteer, then such work will be assigned on an inverse seniority basis among qualified employees.

The Employer will compensate employees hired prior to July 31, 1985 at the rate of one and one-half (1-1/2x) times the regular rate for Sunday work. A two dollar (\$2.00) per hour premium for Sunday work will be applicable to any employee hired after July 31, 1985, but prior to June 16, 1997. Employees hired on and after June 16, 1997 but prior to January 29, 2008 shall receive one dollar (\$1.00) per hour premium for Sunday hours worked. Employees hired on and after January 29, 2008 shall not be entitled to a premium for Sunday hours worked.

14.8 There shall be no work after 6:00 p.m. on Christmas Eve and after 8:00 p.m. on New Year's Eve. Stores will be closed no later than 5:50 p.m. to allow employees to finish work by 6:00 p.m. on Christmas Eve and close by 7:30 p.m. on New Year's Eve to allow employees to finish their work by 8:00 p.m.

The Employer agrees that there will be no work on Easter Sunday, Thanksgiving and Christmas.

14.9 Sunday work may be part of the basic work week. When Sunday work is part of the basic work week, management will attempt to make schedules with two (2) consecutive days off.

ARTICLE 15 VACATIONS

15.1 All employees who have been in the continuous employment of the Employer for one (1) year or more shall be granted one (1) week's vacation pay. All employees who have been in the continuous employment of the Employer for three (3) years or more shall be granted two (2) week's vacation with pay.

All employees averaging 32 or more hours per week who have been in the continuous employment with the Employer for six (6) years or more shall receive three (3) week's vacation with pay.

All full-time employees who have been in the continuous employment of the Employer for fifteen (15) years or more shall be granted four (4) week's vacation with pay.

15.2 Vacations may be scheduled throughout all fifty-two (52) weeks of the year. No weeks will be blocked out except for department heads during a week in which inventory is taken. The Employer shall determine by store the number of employees, by department (produce, grocery, checking, etc.), who may be away on vacation during any week of the year, subject to the operational needs of the business. Selection of vacations shall be by seniority but if a vacation week(s) has been selected, a more senior employee may not thereafter claim such week(s). They must be taken in the 12 months following the anniversary on which they are earned.

15.3 Vacation pay for all employees shall be based on the employee's rate of pay at the time vacation is taken and will be determined by averaging the hours paid per week in the anniversary year preceding the vacation, or the twelve (12) month period commencing January 1st to December 31st in the year prior to taking vacation. However, in no event shall a week's vacation pay exceed the number of hours in the basic work week times the employee's regular straight time hourly rate.

Effective May 17, 2017 all employees who are on the payroll for one anniversary year and have worked one thousand one hundred and ninety-six (1,196) hours in said anniversary year shall be entitled to vacations based on the length of service as indicated hereafter:

Vacation eligibility for all employees shall be based on the employee's anniversary date.

Vacation pay for employees regularly scheduled for less than forty (40) hours per week shall be based on their average weekly hours for each week of vacation the employee is entitled to receive. The number of hours of vacation will be determined by dividing the total number of hours paid by fifty-two (52) for each week of vacation.

Employees earn a vacation in their anniversary year and take that vacation during the following anniversary year. Vacations cannot be carried over from anniversary year to anniversary year. They must be taken in the 12 months following the anniversary on which they are earned.

The Employer must notify the Union within sixty (60) days after the effective date of this Agreement as to the method used to determine vacation and must at all times stay with this choice during the life of this Agreement.

15.4 Leaves of absence for illness and/or injury of ninety (90) days or less in a calendar year shall not affect vacations. Such leaves of more than ninety (90) days but not over one hundred eighty (180) days shall reduce vacation and vacation pay by one quarter (1/4). Such leaves of more than one hundred eighty (180) days but not over two hundred seventy (270) days shall reduce vacation and vacation pay by one-half (1/2). Such leaves of more than two hundred seventy (270) days shall disqualify an employee for vacations.

In the event an employee is off work because of an on-the-job injury through one hundred twenty (120) days, the Employer shall count all time off as time worked for the purpose of computing vacation pay. Over one hundred twenty (120) days, the above formula shall apply.

15.5 If a holiday, as enumerated in Article 14 hereof, occurs during an employee's vacation, he or she shall be paid an additional day's pay or receive an extra day off in addition to the vacation pay.

15.6 In case of death of an employee, unpaid vacation benefits will be paid to the employee's beneficiary.

15.7 Any employee who is laid off or quits prior to their anniversary date, but after three (3) years of employment, has worked three (3) months past their anniversary date, shall be entitled to earned vacation pay based on average weekly hours at their respective hourly rate and shall receive said vacation pay prior to leaving employment. Any employee who is discharged for drunkenness or dishonesty, gross insubordination or does not give two (2) weeks written notice shall forfeit all vacation rights.

15.8 If an employee is entitled to two (2) or more weeks vacation, up to forty hours may be taken on a one full day at a time basis, provided approval of the Employer has been obtained in advance, unless used for illness.

ARTICLE 16 HEALTH & WELFARE

16.1 The Employer shall continue to pay four dollars and thirty cents (\$4.30), for all hours paid with a maximum of forty (40) hours per week for all associates covered by this Agreement, into the United Food and Commercial Workers Union, Local No. 655 Welfare Fund.

Effective January 1, 2017, for hours paid in December 2016; the Employer shall pay four dollars and sixty-five cents (\$4.65) per hour.

Effective June 1, 2017, for hours paid in May, 2017, the Employer shall pay four dollars and eighty cents (\$4.80).

Effective June 1, 2018, for hours paid in May, 2018, the Employer shall pay four dollars and ninety cents (\$4.90).

Effective June 1, 2019, for hours paid in May, 2019 and thereafter, the employer agrees to pay the same contractual rate set by the fund for all contributing employers at such time the Fund establishes a change in the rate. The employer agrees to pay for said hours, even if said agreement(s) is entered into after the expiration date of the current contract(s), including any such retroactive increase ultimately set by the Fund.

For purposes of interpreting the provisions of this Section Refer to the “Health and Welfare Interpretation Rules Addendum,” which is attached hereto and incorporated by reference as if fully set out herein.

16.2 Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of ten dollars (\$10.00) per week to the Welfare Fund for spousal coverage. [Effective January 1, 2017, twenty dollars (\$20.00); effective January 1, 2018, thirty dollars (\$30.00); effective January 1, 2019, forty dollars (\$40.00)] per week to the Welfare Fund for spousal coverage.

16.3 All associates who are eligible for benefits from the Fund, or who become eligible for benefits from the Fund, shall make associate contributions in order to become and remain eligible for benefit coverage from the Fund. The contributions shall be deducted on a pre-tax weekly basis by the Employer. Such deductions shall be as follows:

Four dollars	\$4.00
Effective July 1, 2017	\$10.00
Effective June 1, 2018	\$15.00
Effective June 1, 2019	\$20.00

Employees whose spouses do not have their own primary health insurance will contribute an additional pre-tax employee contribution of ten dollars (\$10.00) per week to the Welfare Fund for spousal coverage. [Effective January 1, 2017, twenty dollars (\$20.00); effective January 1, 2018, thirty dollars (\$30.00); effective January 1, 2019, forty dollars (\$40.00)] per week to the Welfare Fund for spousal coverage.

An employee who elects to decline coverage and not to pay the above Employee Contributions in accordance with this Agreement shall not receive benefits from the Fund.

The employee's declination of coverage shall not relieve the Employer of its obligation to contribute on behalf of that employee.

Employees will elect in writing the "Plan" of benefit coverage they will participate in from among the "Plans" that they are eligible for, based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same Benefit Plan (A, B, C, effective 01-01-2017 Plan D or no coverage) unless the employee notifies the Health & Welfare Fund office in writing during the next enrollment period prior to January of each year. Employees will have the option to change Plan of Benefits (based on eligibility guidelines) or discontinue coverage during the annual enrollment period prior to the applicable January of each year.

Employees will elect in writing the coverage level (i.e. employee only, employee and spouse, etc.) from among the coverage levels that they are eligible for based on eligibility guidelines established by the Trustees of the Welfare Fund. Employees will remain with the same coverage level unless the employee notifies the Health and Welfare Fund Office in writing during the next enrollment period prior to January of each year of the employee's desire to change the coverage level or discontinue coverage.

Employees who have declined coverage can only elect coverage during open enrollment periods or in the event of a "life changing event", as defined in the Plan Document/Summary Plan Description.

A newly eligible employee who does not make an election will be enrolled in Plan C effective 01-01-2017 Plan D at the highest level of coverage for which he/she is eligible based on hours paid. Any person who is automatically enrolled in this manner has the right to decline or change the coverage prospectively at any time by submitting a request in writing.

16.4 The Employer shall not be required to make contributions on behalf of all employees for the first eleven (11) months of employment. The parties agree that the obligation to contribute begins on the first day of the twelfth (12th) month of employment, with the first month being defined as the month in which the employee works his/her first hour.

Example: An employee first works an hour for a contributing employer on July 25, 2015. The Employer's obligation begins with hours worked on and after June 1, 2016.

Notwithstanding the foregoing, the Employer agrees that it will report all hours paid on all employees beginning with the date of hire and also report whether the employee is variable hour or known full time, within the meaning of the Affordable Care Act guidance. In addition, notwithstanding the foregoing, the obligation to contribute on behalf of an employee designated by the Employer as a known full time employee will begin with the first hour worked.

16.5 An Early Retirement Incentive Program (ERIP) is available to all bargaining unit members who meet the eligibility requirements established by the Board of Trustees of the Health and Welfare Fund, as those requirements exist on the date

that coverage under the ERIP begins. Coverage under the ERIP may begin on the first day of any month, as elected by the employee, as long as the employee meets the eligibility requirements as of that date. The parties acknowledge and agree that the Board of Trustees has the right and authority to modify the rules and requirements of the ERIP Program at any time.

16.6 The Trust Agreement and any and all amendments thereto are hereby made a part of this Agreement and are incorporated by reference as if fully set out herein, and the Employer hereby agrees to be bound by said Trust Agreement. The parties acknowledge that the Trustees of the Welfare Fund reserve the right to amend or terminate the Plan at any time.

16.7 The Employer agrees, upon reasonable notice, to allow its books and records to be reviewed by the Union and/or the Trustees of the Fund to determine compliance with the obligation to contribute as set forth in this Agreement.

ARTICLE 17 PENSION

17.1 Subject to the terms of this Article, the Employer shall continue to pay eighty cents (80¢) [effective August 1, 2017, one dollar and thirteen cents (\$1.13)] per hour for all hours paid with a maximum of forty (40) hours for a period of twenty-four (24) months at which time the rate will be one dollar and twelve cents (\$1.12)] for all employees covered by this Agreement, into the Employer-Union Pension Fund, which shall be jointly administered by the Union and the Employer as provided in an agreement establishing such Pension Fund.

For the purposes of interpreting the provisions of this section refer to the “Pension and Health and Welfare Interpretation Rules Addendum,” which is attached hereto and incorporated by reference as if fully set out herein.

17.2 The nature, type and extent of pension benefits to be provided shall be such as the Trustees in their discretion will determine, and which are in accordance with the Trust Agreement.

17.3 The Employer shall not be required to make contributions on behalf of all associates for the first, twelve (12) months of employment.

The parties agree that the obligation to contribute begins on the first day of the thirteenth (13th) month of employment, with the first month being defined as the month in which the employee works his/her first hour.

Example: An employee first works an hour for a contributing employer on July 25, 2011. The Employer’s obligation begins with hours worked on and after July 1, 2012.

17.4 Said Pension Fund shall be used to provide retirement benefits for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are determined by the Joint Board of Trustees on the pension plan. Said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges and expenses of administering the Plan and all taxes levied or assessed upon on in respect of said Plan or Trust or any income therefrom, shall be paid out of the Pension Fund.

17.5 Said Pension Plan and the Trust Agreement establishing the Pension Funds shall be submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C., Section 401, et Seq., and that no part of such payments shall be included in the regular rate of pay of any employee.

17.6 It is understood and agreed that any and all steps necessary and advisable will be taken to obtain and maintain the approval and rulings of government agencies as outlined in paragraph above, but payment of contributions to the Fund will not be delayed pending such approval and rulings; provided, however that if such Plan is disapproved, then all contributions made by the Employer to the Pension Fund will be refunded to the Employer.

17.7 The Trust Agreement and any and all amendments thereto are hereby made a part of this Agreement and are incorporated by reference as if fully set out herein, and the Employer hereby agrees to be bound by said Trust Agreement. The parties acknowledge that the Trustees of the Welfare Fund reserve the right to amend or terminate the Plan at any time.

17.8 If the Employer fails to make monthly Pension Contributions as set forth herein, they shall be notified by certified or registered mail of their delinquency, by the Pension Plan Administrator, if said remittance is not paid within ten (10) days; notwithstanding any provision of this Agreement the Union, without the necessity of giving any other further notice, shall have the right to strike or to take such action as it shall deem necessary until such delinquency payments are made. It is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for any losses resulting therefrom. The Employer hereby waives the requirement of any other notice or notices being given by the Pension Plan Administrator or by the Union to the Employer or anyone else other than such notice or notices expressly provided for in this Article.

17.9 The Employer agrees, upon reasonable notice, to allow its books and records to be reviewed by the Union and/or the Trustees of the Fund to determine compliance with the obligation to contribute as set forth in this Agreement.

ARTICLE 18 STORE CLOSING

In the event the Employer closes or sells a store and employees are terminated as a result thereof, the Owner agrees to negotiate the effects of the closing on the employees with the Union.

ARTICLE 19 SEPARABILITY

Nothing contained in this Agreement is intended to violate any Federal or State Laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation by any court of competent jurisdiction, then that part shall be null and void and the parties will negotiate to replace said void part with a valid provision.

ARTICLE 20 RATES OF PAY

20.1 Earned wages will be paid bi-weekly.

Base Rate of Pay throughout Term of Collective Bargaining Agreement

<u>Department</u> <u>Heads</u>	<u>Current</u>	<u>05/22/17</u>	<u>09/04/17</u>	<u>09/03/18</u>
Head Grocery Clerk	\$14.45	\$14.60	\$14.75	\$14.90
Head Produce Clerk	\$14.45	\$14.60	\$14.75	\$14.90

Hourly Rates Bracket – Clerks

	<u>Current</u>	<u>05/22/17</u>	<u>09/04/17</u>	<u>09/03/18</u>
1st 260-hours		7.75	7.75	7.75
next 520 hours		7.90	7.90	7.90
next 520 hours	7.70	8.00	8.00	8.00
next 520 hours	7.90	8.40	8.40	8.40
next 520 hours	8.00	8.50	8.50	8.50
next 520 hours	8.40	8.70	8.70	8.70
-next 1040 hours	8.50	9.00	9.00	9.00
next 1040 hours	8.65	9.50	9.50	9.50
next 1040 hours	9.10	9.70	9.70	9.70
next 1040 hours	9.50	9.90	9.90	9.90
next 1040 hours	9.90*	*10.00	*10.00	*10.00
next 1040 hours	10.30	10.30	10.30	10.30
next 1040 hours	11.10	11.10	11.10	11.10
next 1040 hours	11.55	11.55	11.55	11.55
Thereafter		11.70	11.85	12.00

Employees at or above the thereafter rate of pay as of the May 17, 2017 will receive a fifteen (15¢) cent increase on May 22, 2017, a fifteen (15¢) increase on September 4, 2017 and a fifteen (15¢) increase on September 3, 2018.

All employees that are at or above the thereafter rate in the contract will receive a one-hundred and seventy dollar bonus payable on the second pay period after May 17, 2017.

All employees shall maintain accumulated hours toward next wage progression.

It is understood, however, that if an employee receives an increase in his/her Thereafter rate of pay, he/she shall not receive the cents per hour increase in addition thereto.

Once an employee has reached any capped rate, the only adjustment in hourly rate thereafter shall be the hourly across-the-board increases.

It is understood, however that an employee who has reached the capped rate and is progressing beyond the capped rate is not entitled to the hourly increase unless he/she reaches the top of the bracket or exceeds the top of the bracket.

*Employees averaging less than thirty-four (34) hours per week shall not progress beyond capped rate. Any such employee who averages thirty-four (34) hours or more per week (442 total hours or more) for a calendar quarter (first payroll week ending in January through last payroll week ending in March; first payroll week ending in April through last payroll week ending in June; first payroll week ending July through last payroll week ending in September; first payroll week ending in October through last payroll week ending in December) shall begin accumulating hours towards the next higher rate. Hours worked during a qualifying quarter shall count and shall apply to the next wage progression bracket. Employees who are available for additional hours only during the summer months shall not have those additional hours counted for this purpose.

Employees who are above the capped rate who average less than thirty-four (34) hours per week shall remain at their rate of pay until such time as they commence averaging thirty-four (34) or more hours per week as provided for above. At that time, the employee shall begin accumulating hours towards the next higher rate. Hours worked during a qualifying quarter shall count and shall apply to the next wage progression bracket.

20.2 An employee relieving a Department head for one (1) week or more shall receive fifty cents (50¢) per hour extra over their regular rate of pay.

20.3 Employees receiving in excess of the above scales shall not have their pay decreased because of this Agreement.

20.4 Notwithstanding any other provision of this contract to the contrary, if employees are occasionally called in for employee meetings, such employee shall receive one (1) hour pay for attendance at such meeting, for the actual time they spend in such meeting, whichever is greater.

ARTICLE 21 SUBSTANCE ABUSE

21.1 The Employer and the Union recognize the seriousness of substance abuse in our society and in the workplace and the need to approach this problem in a humane and progressive manner and in a manner which recognizes the legitimate privacy rights of the employees.

21.2 In addition, the use of drugs or the consumption of alcohol during breaks or meal periods is strictly prohibited and subjects the employee to disciplinary action up to and including discharge.

Any employee found to be consuming alcoholic beverages, or using drugs, while on duty or while on Employer property, will be subject to disciplinary action up to and including discharge.

21.3 Where there is a reasonable basis for believing that an employee is having a problem on the job that may be drug or alcohol related, the Employer may request the employee to submit to a testing procedure consistent with the steps set forth below. At the time that such a request is made, both employee and the Union Representative (or in the event of the unavailability of the Union Representative, the steward or another member of the bargaining unit of the employee's choice who is at work) shall be specifically advised of all the facts forming the basis of the Employer's belief that the employee may be having a problem that may be drug or alcohol related. Based on the operational needs of the business, the Employer may request the employee select an alternate member of the bargaining unit who is at work to attend the above meeting. The manager requiring the test will complete a report supporting the reason for having the employee tested.

21.4 In our continued effort to provide a safe, drug-free and alcohol-free work environment, the Employer will require a breathalyzer and/or blood test for alcohol and a urinalysis test for drugs as a routine part of the investigation of the circumstances present at the time of an "on-the-job accident" which results in medical treatment away from the store. A drug and alcohol screen will be required on all employees involved in or contributing to the incident giving rise to the inquiry.

21.5 Any test performed under this Article shall be performed as a doctor's office, clinic or hospital at the Employer's expense. The employee shall be compensated for all time involved with the testing and for travel to and from the test site.

Furthermore, the Employer agrees that the testing lab(s) selected shall be certified by the Department of Health and Human Services (DHHS) and will meet any future governmental guidelines that may be developed for the purpose of controlling laboratories involved in alcohol and drug screen testing. Testing facilities used by the Employer follow the Department of Health and Human Services (DHHS) chain of custody requirements.

For alcohol, if available, a breathalyzer test will be given. If the breathalyzer test is negative no further tests will be performed. Should the breathalyzer test not be available or if available and it is positive a confirming test shall be performed, (i.e., a confirming breathalyzer, or a blood test).

For drugs, two tests may be performed on a sample taken. The first test performed shall be a screening test of an enzyme immunoassay more commonly called the EMIT test. Should the EMIT test be negative, no further tests will be performed. Should the

EMIT test be positive, a second confirming test shall be performed. The test shall be the Gas Chromatography/Mass Spectrometry (GC/MS) test. The aforementioned tests will be used unless a more reliable test(s) becomes available in the future.

21.6 If an employee is tested for reasonable cause, and the tests prove positive for drugs or alcohol, the employee will be subject to discipline up to and including discharge. Prior to administering discipline, consideration will be given to the employee's length of service [if at least eighteen (18) months], work history, the seriousness of the violation and other factors involved. However, any gross misconduct will result in immediate discharge. Should the employee not be discharged, the employee will be placed on a leave of absence and/or a disciplinary suspension for the first incident of a positive test. The employee will be referred to an assistance program for evaluation and must complete any recommended program. Subsequent positive tests will result in disciplinary action up to and including discharge.

If an employee is tested because they were injured "on-the-job" and the tests prove positive for drugs or alcohol, the employee will be placed on a leave of absence and/or a disciplinary suspension for the first incident of a positive test. Subsequent positive tests will result in disciplinary action, up to and including discharge. Should the employee not be discharged the employee will be given the opportunity to be referred to an employee assistance program and, after an evaluation, the employee may be urged to consider participation in an alcohol and/or drug treatment program.

To the extent required to enable the employee to participate in such a program, the employee shall be allowed to take an unpaid leave of absence in accordance with the Leave of Absence provisions of the Collective Bargaining Agreement. Costs of any rehabilitation program shall be the responsibility of the employee or the employee's medical program, if applicable.

It shall be a condition of continued employment for employees at the completion of the aforementioned Leave of Absence and/or disciplinary suspension to submit to a follow-up drug and/or alcohol screen prior to returning to work. Should the results of the follow-up drug and/or alcohol screen also show a positive finding, and the results have been verified by a second test, the employee will be terminated.

As a further condition of returning to work after the aforementioned Leave of Absence and/or a disciplinary suspension, an employee will be subject to random tests during the first (1st) year after returning to work. In the event the random test proves positive for drugs or alcohol, the employee will be discharged.

21.7 If an employee refuses to take any of the aforementioned drug and/or alcohol test, the employee will be discharged.

21.8 Test results are sent to the EAP representative or designated representative at the Employer's corporate offices. The Employer will inform the Union in writing of the designated representative(s).

Employer records shall be kept in strict confidence, and neither said records nor the contents thereof shall be disseminated to any third party except upon written authorization by the employee, or to the extent required by law, or to the extent required by the Employer for use in any proceeding involving the employee.

21.9 In the event any test results do not establish that the employee tested positive for alcohol or drugs, then the Employer shall expunge from its records all references to the testing.

ARTICLE 22 TERM OF CONTRACT

THIS AGREEMENT shall continue in full force and effect from September 12, 2016 through September 8, 2019 and shall continue from year to year thereafter unless either party serves notice in writing sixty (60) days prior to the expiration date or prior to any anniversary thereafter of a desire for termination of or changes in this Agreement.

IN WITNESS WHEREOF, the said parties have caused duplicate copies hereof to be executed by their duly authorized officers this _____ day of _____, 2017.

FOR THE UNION:

FOR THE EMPLOYER:

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL NO. 655

FRICK'S MARKET

BY: _____

BY: _____

BY: _____

BY: _____

DATED: _____

DATED: _____

MEMO OF UNDERSTANDING – SUNDAY OPERATIONS

Between FRICK’S MARKET and UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL NO. 655

A.) In order to achieve an orderly Sunday opening procedure, the following is agreed to:

B.) Sunday volunteer lists and scheduling will operate as follows:

A Sunday and holiday volunteer list will be posted by seniority classification in each store in order to determine those employees who desire Sunday and holiday work. This Sunday and holiday list shall be posted for each four (4) week period throughout the year. Employees may add their names to the list at any time or delete their names from the Sunday and holiday volunteer list at any time. If an employee elects to delete their name from the volunteer list, he/she will be passed over on that particular Sunday or holiday until such time as he/she volunteers again. When said employee again places their name on the volunteer list, he/she will be placed on the bottom of the volunteer list and begin to work their way up through the rotation process.

1. Work on Sunday and Holidays shall be on a voluntary and rotating basis among qualified employees in the seniority classifications needed. However, if not enough employees volunteer to work, then such work will be assigned to qualified employees on an inverse seniority basis.

C.) Hours worked on Sunday and Holidays will apply toward the following:

1. Wage progression.
2. Determination of seniority status.
3. Vacation hours.
4. Holiday hours.
5. Jury and funeral pay.

FOR THE UNION:

FOR THE EMPLOYER:

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL NO. 655

FRICK’S MARKET

BY: _____

BY: _____

BY: _____

BY: _____

DATED: _____

DATED: _____

SUPPLEMENTAL AGREEMENT #1 – DEPARTMENT HEAD DESIGNATIONS

Stores having a weekly sales average in excess of \$60,000.00 shall have either a Head Grocery Clerk or a Head Produce Clerk.

FOR THE UNION:

FOR THE EMPLOYER:

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL NO. 655

FRICK'S MARKET

BY: _____

BY: _____

BY: _____

BY: _____

DATED: _____

DATED: _____

SUPPLEMENTAL AGREEMENT #2 – CAKE DECORATORS

The Employer and the Union have agreed that any cake decorator hired by the Employer will be classified as a cake decorator, placed in Local No. 655's jurisdiction and under the terms of the Collective Bargaining Agreement and the minimum rate of pay for such individual will be those rates specified in the brackets that were negotiated. The employees in Local 88 will continue to do what they are currently doing in the Employer's deli operation and will be allowed to accept special orders for bakery products. The Employer shall have a Bakery Manager at such time as the Bakery Department schedules one-hundred and thirty hours (130) hours or more per week on a regular basis. At such time the Bakery Manager shall be paid twenty-five cents (25¢) over the employee's current rate or the Thereafter rate, whichever is higher.

FOR THE UNION:

FOR THE EMPLOYER:

UNITED FOOD & COMMERCIAL
WORKERS UNION LOCAL NO. 655

FRICK'S MARKET

BY: _____

BY: _____

BY: _____

BY: _____

DATED: _____

DATED: _____

PENSION AND HEALTH & WELFARE INTERPRETATION RULES ADDENDUM

The parties agree that the following principles will apply in interpreting the Employer's obligation to contribute to the Pension fund under Article 16 Pensions and under Article 15 - Health and Welfare Fund.

1. The Employer shall contribute on hours paid out in a calendar year as unused vacation from the previous year, up to a maximum of forty (40) hours in the week in which the payout is made.

Examples:

- a. An employee who is paid for forty (40) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation from 2010. The Employer is obligated to contribute for forty (40) hours for that week.
 - b. An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for twenty-five (25) hours of unused vacation pay from 2010. The Employer is obligated to contribute for forty (40) hours for that week.
 - c. An employee who is paid for twenty (20) hours in a week in 2011 (including pay for hours worked and day-off entitlement hours) also receives in the same week pay for fifteen (15) hours of unused vacation time from 2010. The Employer is obligated to contribute for thirty-five (35) hours for that week.
2. The Employer shall contribute on hours paid for vacation entitlement in lieu of time off up to a maximum of forty (40) hours in the week in which the employee is paid the vacation hours.

Examples:

- a. An employee who is paid for forty (40) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Employer is obligated to contribute forty (40) hours in that week.
- b. An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week twenty-five (25) hours of vacation pay in lieu of time off. The Employer is obligated to contribute for forty (40) hours in that week.
- c. An employee who is paid for twenty (20) hours in a week (including pay for hours worked and day-off entitlement hours) also receives in the same week fifteen (15) hours of vacation pay in lieu of time off. The Employer is obligated to contribute for thirty-five (35) hours in that week.

3. Upon termination of employment, the Employer is obligated to contribute for all hours paid in a lump sum (that is, hours which the employee was eligible to receive upon termination pursuant to the Collective Bargaining Agreement, which may include, but is not necessarily limited to vacation, personal holidays and sick days) without regard to a forty (40) hour cap.

Example: An employee terminates employment (whether by quitting, retiring or involuntary termination). He/she receives a check representing payment for twenty (20) hours worked, eighty (80) hours of unused vacation and sixteen (16) hours of personal holiday. The Employer is obligated to contribute for one hundred sixteen (116) hours.

4. The Employer is obligated to contribute on hours paid for vacation in advance of the time taken off if the time to be taken off as vacation is designated at the time the vacation pay is requested.

Examples

- a. An employee requests vacation pay for time to be taken off the following week. The Employer is obligated to contribute for these hours.
- b. An employee requests vacation pay for time to be taken off a month after the request is made. The Employer is obligated to contribute for these hours.
- c. An employee has requested vacation pay with no indication of if or when time off would be taken. The Employer's obligation to contribute for these hours would be determined under paragraph 2 above (i.e., pay for vacation entitlement in lieu of time off).