

BETWEEN  
TNT FOODS, L.L.C.  
AND  
UFCW LOCAL 655  
February 12, 2017  
THROUGH  
February 15, 2020

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# AGREEMENT

THIS AGREEMENT made and entered into as of the 12<sup>th</sup> day of February, 2017, by and between UNITED FOOD AND COMMERCIAL WORKERS LOCAL 655, hereinafter referred to as the "Union", and TNT FOODS, L.L.C., hereinafter referred to as "Employer".

## ARTICLE 1                      RECOGNITION

1.1                      The Employer agrees to and does hereby recognize the Union as the sole and exclusive bargaining agent for the Employer's retail store located within the current geographical jurisdiction as defined in the By-Laws of the United Food and Commercial Workers Union, Local 655, chartered by the United Food and Commercial Workers International Union, except business office clerical employees, guards and supervisors as defined by the National Labor Relations Act.

1.2                      It is agreed that one officer of the Employer, designated in writing, shall be permitted to perform all duties in and about all of the Employer's stores without limitation. In addition, one supervisor per store shall be permitted to perform all duties in and about the store without limitation.

## ARTICLE 2                      UNION SECURITY CLAUSE

2.1                      It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the unit which is the subject of this Agreement shall become members of the Union not later than the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later; that the continued employment by the Employer in said unit of persons who are already members in good standing of the Union shall be conditioned upon those persons continuing payment of the periodic dues of the Union; and the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirty-first (31st) day following the execution date of this Agreement. The failure of any person to become a member of the Union at such required time shall obligate the Employer, upon written notice from the Union, and to the further effect that Union membership was available to such person on the terms and conditions generally available to other members, to forthwith discharge such person.

2.2                      If any Article or Section of the contract or of any riders thereto should be held invalid by operation of law by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract or

any rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement with or enforcement of has been restrained shall not be affected thereby.

2.3 The Employer agrees to deduct weekly from the pay of all employees covered by this Agreement all dues and initiation fees when lawful, provided each such employee executes written authorization therefor, in a form authorized by law, and such authorization is presented to the Employer.

The Employer shall remit such authorized dues and initiation fees to the Union by the tenth (10<sup>th</sup>) day of the following month.

In the event no wages are due the employee, or are insufficient to cover the required deductions, the deduction shall be made from the next wages of adequate amount. Such deduction shall be submitted to the Union with the next regular dues remittance. In the event an employee is on lay-off or leave of absence of more than one (1) month, such employee shall make arrangements with the Union to pay the required dues.

2.4 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.

2.5 Once each year or week, the Employer will deduct from the pay of the employees, who have certified in writing, a political deduction.

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

2.7 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.

2.8 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, sexual identity, gender identity, age, or disability in accordance with existing law. Where the word "he" appears in this Agreement, the parties agree that it applies to both "male and female" employees.

2.9 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.

2.10 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.

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

2.12 The Union store card may be displayed in all places where members of Local No. 655 are employed exclusively. The store card shall be removed at the request of the Union.

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

2.14 The Employer agrees to schedule up to one (1) employee per store in the bargaining unit (or the equivalent of one (1) per store) off by 6:00 P.M. Friday, and off weekends or off by 6:00p.m. the day prior to two (2) consecutive days off of the employees choosing to participate in the Volunteer Organizing Program (VOP) with UFCW Local 655 for the sole purpose of protecting market share. The selected employee(s) will be mutually agreeable between the Union and the Employer. All provisions of the collective bargaining agreement shall apply. This program will be in effect from the second pay period beginning in January through the first pay period ending in November of each year. Participation in the Program will be for one (1) calendar month periods, renewable by mutual agreement between the Union and the Employer. New stores and stores that are undergoing a remodel will not participate in this program. Employees who participate in this program will not wear Employer apparel while working in this capacity, nor will any employee who participates in this program use this program to work at organizing any Employer affiliated store or facility.

### ARTICLE 3                    HOURS & WORKING CONDITIONS

3.1 The basic work week for all employees covered by this Agreement shall be forty (40) hours, to be worked in five (5) eight (8) hour shifts or four (4) ten (10) hour shifts, not necessarily consecutive. The work week shall be the Employer's seven (7) day payroll period.

3.2 All time worked in excess of forty (40) hours per week or eight and one-half (8 ½) consecutive hours in a day 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.

3.3 All work performed on Sunday shall be compensated at one dollar and fifty cents (\$1.50) in addition to the employee's regular rate of pay for employees hired prior to November 9, 1994. All work performed on Sundays by employees hired after November 9, 1994, and before January 1, 2008, will be compensated at one dollar (\$1.00) in addition to the employee's regular rate of pay. Sunday can be part of the

regular work week provided the scheduled employees volunteer for Sunday work. If there are an insufficient number of volunteers, the Employer shall schedule by inverse order of seniority. Hours worked on Sunday will apply toward wage progression, seniority, vacation, health and welfare, pension and holiday hours.

3.4 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. The job classifications are Checker, Produce Clerk, Grocery Clerk and Courtesy Clerk. Scheduled overtime shall be offered by seniority to employees qualified to do the work within the store 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.

3.5 Scheduled rest periods are fifteen (15) minutes in duration for every four (4) or more hours of time worked.

3.6 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 agree 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.

3.7 Employees are to be at their work stations ready and dressed for work at their scheduled starting time and are to remain at their work station until the scheduled quitting time.

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

0 – 7 minutes worked	0 minutes pay
8 – 22 minutes worked	15 minutes pay
23 – 37 minutes worked	30 minutes pay
38 – 52 minutes worked	45 minutes pay
53 – 67 minutes worked	1 hour pay

3.9 Falsification of payroll records shall be cause for dismissal.

3.10 Employees called in shall be given the opportunity to work four (4) hours.

3.11 There shall be no split shift except at the employee's request.

3.12 All employees shall have a minimum of eight (8) hours off between shifts, except that at the employees' option the eight (8) hour minimum may be waived.

3.13 Time spent at compulsory meetings called by the Employer shall be compensated at the employee's regular rate of pay.

3.14 The Employer agrees, upon reasonable notice, to allow records to be checked where necessary for wage rates.

3.15 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 health and welfare, pension, vacation pay, holiday pay, wage progression and seniority.

3.16 The Store Manager will post a work schedule by seniority for all employees, by surname and initial, for the succeeding week by no later than 11:00am on Wednesday of the prior week. This schedule shall be accessible to all employees and the Union.

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.

3.17 When hours are added to the posted schedule during the week, they shall be given to the most senior qualified employee(s) who are available to work those hours. Such added hours will be given in consideration of the employee(s) present schedule and the operational needs of the store, both in number of hours added and when the hours are needed; and further provided such hours will not cause the payment of overtime.

However, during holiday weeks full-time employees scheduled for thirty-two (32) hours will be offered available call-in work in accordance with this section.

3.18 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 to not 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 is injured on the job, they will be paid for the balance of that day's work schedule, provided that they conform to the procedures set forth above.

ARTICLE 4            HOLIDAYS

4.1            The following days shall be recognized as holidays and shall apply only to employees who have completed six (6) months of service:

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

4.2            All employees hired prior to November 9, 1994 and all full-time employees who have one (1) year of continuous service shall receive 2 personal holidays on January 1 of each year.

Part-time employees with five (5) years or more of continuous service who average 25 hours or more per week in the previous calendar year shall receive one (1) personal holiday on January 1 of each year.

These personal holidays shall be on a scheduled work day selected by the employee. It shall be the obligation of each employee to notify the store manager of his or her selected day at least two (2) weeks prior to same.

All eligible employees shall receive personal holiday pay on a pro-rated basis based on the hours paid during the prior calendar year in accordance with the schedule outlined in Article 4 Section 4.3 .

4.3            All eligible employees shall receive holiday pay on a pro-rated basis based on the hours paid during the prior calendar year in accordance with the following schedule:

Under 1,249 hours . . . . .	4 hours pay
1,249 hours through 1,456 hours . . . .	5 hours pay
1,457 hours through 1,664 hours . . . .	6 hours pay
1,665 hours through 1,872 hours . . . .	7 hours pay
Over 1,872 hours . . . . .	8 hours pay

4.4            Employees must work the scheduled day before the holiday, the holiday (if scheduled to work), and the scheduled day after the holiday, to qualify for holiday pay. However, if an employee is absent due to proven illness or the absence is approved in advance by the Employer (with the exception of approved leaves of absence referenced in Article 10 or FMLA leaves of absence), they shall receive the holiday pay, provided they work any part of the holiday week.

4.5 If a holiday falls in a week in which an employee has scheduled a vacation period, the employee shall be paid an additional day's pay, or receive an extra day off in addition to the vacation pay.

4.6 Employees that work on a holiday shall be compensated at the rate of time and one-half (1-1/2x) the employee's regular rate of pay for each hour worked in addition to holiday pay. All work performed on holidays by an employee hired after November 9, 1994 and before June 27, 2004, will be compensated at two dollars (\$2.00) per hour in addition to the employee's hourly regular rate. All work performed on holidays by an employee hired on or after June 27, 2004, will be compensated at one dollar (\$1.00) per hour in addition to the employee's hourly regular rate.

4.7 There shall be no work on Easter Sunday, Thanksgiving Day, Christmas Day and after 6:00 p.m. on Christmas Eve and 8:30 p.m. on New Year's Eve. Stores will be closed no later than 5:30 p.m. on Christmas Eve and 8:00 p.m. on New Year's Eve to allow employees to finish work by the appropriate time. Work after 6:00 p.m. on New Year's Eve shall be voluntary; however, should an insufficient number of employees volunteer, the Employer may assign employees to work after 6:00 p.m. by inverse seniority. Stores will open no earlier than 8:00 a.m. on New Year's Day. No Employee will be required to work before 8:00 a.m. on New Year's Day. However, employees may work before 8:00 a.m. on New Year's Day on a voluntary basis. When Christmas Day falls on Sunday, there shall be no work on that day, and pay and work for the following Monday will be in accordance with Section 4.7 above.

## TICLE 5                      VACATION

5.1 Earned vacations shall be taken between January 1 and December 31. Vacations will be bid by seniority and department during the first two (2) full weeks in March. After this two (2) week period, vacations not bid will be scheduled on a first-come, first-serve basis.

5.2 Due to the heavy volume of business that occurs during holiday weeks, we prefer that employees do not request vacation time during holiday weeks. However, the Employer will consider such requests and if a vacation is granted during a holiday week, the employee will be entitled to an additional day off with pay. The employee shall notify the Employer, in writing, at least two (2) weeks prior to selecting the additional day off.

5.3 Employees earn vacation in the year prior to that in which it is taken.

5.4 Employees shall be eligible for vacation with pay according to the following schedule:

Any employee who has completed one (1) year of continuous employment as of January 1 is entitled to one (1) week of vacation with pay at the then hourly rate to be taken during the following twelve (12) months.

Any employee who has completed three (3) years of continuous employment as of January 1 is entitled to two (2) weeks of vacation with pay at the then hourly rate to be taken any time during the following twelve (12) months.

Any employee who has completed seven (7) years of continuous employment as of January 1 is entitled to three (3) weeks of vacation with pay at the then hourly rate to be taken any time during the following twelve (12) months.

Any employee who has completed fifteen (15) years of continuous employment as of January 1 is entitled to four (4) weeks of vacation with pay at the then hourly rate to be taken during the following twelve (12) months.

Any employee who has completed twenty (20) years of continuous employment as of January 1 is entitled to five (5) weeks of vacation with pay at the then hourly rate to be taken any time during the following twelve (12) months.

Part-time employees hired after January 1, 2002, shall be eligible for vacation in accordance with the above with a maximum of three (3) weeks of paid vacation. These employees will continue to earn time off, without pay, to be taken in full-week increments according to the schedule above.

5.5 Vacation pay will be based on the employee's average weekly hours worked during the preceding calendar year at the rate of pay in effect at the time of vacation.

5.6 Vacations cannot be carried over from year to year. They must be taken in the vacation period following the year in which they are earned.

Employees may schedule themselves to be paid in lieu of taking vacation in accordance with the following:

Employees with three (3) or more weeks of vacation, up to two (2) weeks will be paid.

Unused vacation from the prior calendar year, up to one (1) week, will be paid no later than January 31<sup>st</sup> of each year.

5.7 Employees who have completed their probationary period with less than one (1) year of continuous service on January 1 will be entitled to a pro-rata vacation as follows:

1 month by January 1	1/12 vacation pay
2 months by January 1	2/12 vacation pay
3 months by January 1	3/12 vacation pay
4 months by January 1	4/12 vacation pay
5 months by January 1	5/12 vacation pay
6 months by January 1	6/12 vacation pay
7 months by January 1	7/12 vacation pay
8 months by January 1	8/12 vacation pay
9 months by January 1	9/12 vacation pay
10 months by January 1	10/12 vacation pay
11 months by January 1	11/12 vacation pay

5.8 Employees employed less than one year who have earned less than forty (40) hours are to take consecutive days off at the rate of eight (8) hours per day.

5.9 Employees that are scheduled for a vacation may request and receive vacation pay prior to going on vacation if ten (10) days' notice is given prior to going on vacation.

5.10 When an employee retires, he shall receive credit for each month he actually worked in that current year.

5.11 Employees who are eligible for two (2) or more weeks of vacation will be allowed to use two (2) weeks of their vacation one (1) day at a time for sickness or other personal reasons. Employees abusing this privilege shall be subject to corrective action. If used for sickness, the Employer may require verification of illness. If used for personal reasons, the employee will notify the Employer at least two (2) weeks in advance. This shall not preclude the right of the employer to grant a particular day off with less than two (2) weeks of notice. Each full-time employee shall be charged for eight (8) hours accrued vacation pay (each part-time employee - six hours) for each day of vacation utilized pursuant to this section. Unused vacation days will be paid no later than January 31<sup>st</sup> of each year.

5.12 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 (¼). 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 (½). 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 of one hundred eighty (180) days or less, the Employer shall count all time off as time worked for the

purpose of computing vacation pay. In the event an employee is off work because of an on-the-job injury over one hundred eighty (180) days, the above formula shall apply.

5.13 Any employee who is laid off or quits after the employee's anniversary date shall be entitled to earned vacation due, but not taken. In addition, any employee with three (3) years of service shall be entitled to pro-rata vacation pay based on one-twelfth (1/12) for each full month worked past January 1 of that year. Any employee who is discharged for dishonesty, drunkenness or gross insubordination or does not give at least two (2) weeks of notice shall forfeit all vacation rights.

5.14 Vacation time will be scheduled at a time mutually agreeable to the employee and the Employer. The Employer will not unreasonably refuse a requested vacation period.

## ARTICLE 6                    UNAUTHORIZED ACTIVITIES

6.1 It is understood and agreed that the Union shall have no financial liability for acts of its members or agents which are unauthorized and which the Union is unable to control. It is agreed, however, that in the event of any such unauthorized action, the Union shall, upon receiving notice thereof, urge its members to return to work if there should be a work stoppage and just as soon as practical address a letter to the Employer notifying the Employer that the action of the Union members or agent is unauthorized.

6.2 The Employer may discipline or discharge employees that participate in unauthorized activities without violation of the terms of this Agreement.

6.3 There shall be no stoppage of work, strike or lockout of any nature or for any cause whatsoever during the term of this Agreement.

A. 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 and Commercial Workers International Union, shall not constitute a violation of this Agreement.

## ARTICLE 7                    SENIORITY

7.1 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 sixty (60) days and he shall not be deemed to be entitled to any of the privileges of seniority until he has been employed for that long. On the sixty-first 61st day, seniority shall apply from the date of employment.

- 7.2 Seniority of an employee shall terminate for any of the following reasons:
- A. Voluntary resignation.
  - B. Discharge for just cause, subject to the grievance and arbitration procedure.
  - C. Failure of an employee to return to work following a layoff within five (5) working days after notice by registered mail or telegram 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, Leaves of Absence.
  - E. When an employee has performed no work for the Employer for a period of six (6) months.
  - F. Retirement.
  - G. Failure to call in on a schedule work day.

7.3 A full-time hourly employee is one who is regularly scheduled and works thirty-four (34) hours or more each week. If a part-time employee works an average of more than thirty-four (34) hours for a calendar quarter (January 1, April 1, July 1, October 1) the employee will be reclassified as full-time with his full-time date being the Monday of the week following the end of the calendar quarter. Benefits will be increased starting that Monday. This will not apply to employees working summers who are restricted when they can work.

7.3A A part-time hourly employee is one who is regularly scheduled and works less than thirty-four (34) hours each week.

The Employer shall forward to the Union on a quarterly basis a current seniority list including name, social security number, hire date, seniority date, classification, wage rate and hours paid in the previous accounting or payroll quarter.

7.3B If a full-time employee works an average of less than thirty-four (34) hours for a calendar quarter (January 1, April 1, July 1, October 1) he will be reclassified to part-time on the Monday of the week following the calendar quarter. Benefits will be decreased starting that Monday.

7.3C Employees will have their seniority start from their employment date and both full-time and part-time status will count.

7.4 Seniority shall prevail in the Employer's store with reference to layoffs and recall, provided, however, that in the exercise of seniority, employees must be qualified

in the discretion of the Employer to perform the job or jobs in question, subject to the grievance procedure. The Employer shall schedule higher senior employees within the part-time/full-time job descriptions for greater or equal number of hours within the weekly schedule subject to the employee's ability to do the work available provided the more senior employee does not voluntarily decline available work hours, provided the Employer may attempt to equalize the hours worked when unanticipated schedule vacancies occur.

7.5 The most senior part-time employee shall be given the opportunity to have a full-time job as it occurs based on his availability.

7.6 Employees may claim the entire weekly schedule of a less senior employee within their classification, if the less senior employee has a schedule with more weekly hours, in accordance with availability and ability to perform the type of work within the store in which they work.

7.7 Employees, who at any time, have voluntarily limited their availability for work may, claim a weekly schedule with more hours only when a vacancy occurs or when additional hours become available. The employee shall notify the Employer in writing of their intent to claim a schedule with a greater number of hours when their availability is, again, unlimited on a permanent basis.

Employees may limit their availability as it regards total number of shifts they are available to work in a week and/or the total number of weekly hours they are available. This shall not be construed to mean preferential shifts.

## ARTICLE 8            WAGES

8.1 Wages shall be paid pursuant to the job classifications and wage rates set forth in Exhibit "A" attached hereto and made a part hereof.

## ARTICLE 9            UNIFORMS AND DRESS CODE

9.1 Any uniforms or specific neckwear deemed necessary by the Employer for employees shall be furnished and laundered by the Employer without charge. When 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 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 and the Union Representative 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

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

Seniority shall accrue during A. Military, and B. Medical/Maternity, leaves of absence.

10.2            **MILITARY LEAVE:** In the event an employee covered by this Agreement enters into the Armed Forces of the United States, they shall be eligible for reinstatement in accordance with the provisions of the applicable Federal Legislation.

- A       Employees who are members of a National Guard unit and are required to attend two (2) weeks training will be granted a leave of absence for this purpose. The employee may, at his option, elect to take this time as his vacation or take his vacation time at another time.

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 nine (9) 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 days is presented, so long as the time period of leave is indicated, and so long as additional leave time does not become necessary.

- A.       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.

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

Employees duly elected to serve as 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 employees' request, when attending meetings of four (4) hours or less, they will have their daily work schedule adjusted without penalty to the employee.

10.5 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.

10.6 PERSONAL LEAVE: A personal leave of absence may be granted to employees having one (1) year or more of continuous service subject to the written approval of the Employer.

10.7 CARE OF NEWBORN OR ADOPTED CHILD: For employees with six (6) months or more of continuous service, a Leave of Absence for either parent shall be granted without pay for a period of up to ten (10) weeks for the purpose of Newborn or Adopted Child Care. The 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 Store Manager 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 ten (10) weeks from the date of birth or date of adoption. The Employer may require verification of the parent relationship to the newborn or to the adopted child.

10.8 GENERAL PROVISIONS: Except in cases of emergencies, a written request to the Employer 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 they are 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            GRIEVANCE PROCEDURE

11.1            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:

Step 1.            By conference between the aggrieved employee; 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 Arbitrator.

11.2            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.

11.3            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 expenses 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 post-hearing briefs, whichever is later. Both parties agree to issue a joint communication to any arbitrator whose ruling is not received within a reasonable time frame.

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

11.4 The Employer may, at any time, discharge any employee for proper cause. The discharged employee must file a written complaint with the Employer within ten (10) 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 within five (5) days, 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.

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

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

11.7 There shall be no lockout or cessation of work pending the decision of the Arbitrator.

11.8 If the Arbitrator shall award back wages covering the period of the employee's separation from the payroll of the Employer, the amount so awarded shall be less any unemployment compensation received or compensation which the employee would not have earned had the employee not been suspended or discharged. If the decision of the Arbitrator includes back pay, any back pay award shall not be in excess of one (1) year from the date of discharge or disciplinary suspension.

## ARTICLE 12      JURY DUTY

12.1 Full-time employees will be reimbursed the difference between their full pay and that received as a juror for up to ten (10) working days per calendar year.

12.2 An employee excused from jury duty and who can work two (2) hours or more of his regular shift that day is expected to do so. This benefit does not apply if the employee volunteers for jury duty.

12.3 Time paid under this benefit will not be calculated as hours worked for the purpose of paying overtime premiums.

## ARTICLE 13      FUNERAL PAY

13.1 In the event of the death in the immediate family of an employee working an average of twenty-five (25) hours per week (employees entitled to funeral pay prior to the effective date of this Agreement shall continue to receive same) (father, mother, spouse, present same sex domestic partner, child, grandchildren, present son-in-law, present daughter-in-law, sister, present sister-in-law, brother, present brother-in-law, present father-in-law or present mother-in-law, present stepchild) the employee will be

entitled to up to a maximum of three (3) scheduled working days off with pay starting with the day of the funeral and working back. This benefit is to provide for loss of wages that normally would not have been lost without the death. In the case of grandparents, the employee will be entitled to one (1) working day off with pay, that day being the date of the funeral.

In the event the State an employee resides in legally recognizes the marriage of same sex partners, they will be considered equivalent to spouses for purposes relative to funeral leave.

13.2 Time paid under this benefit will not be calculated as hours worked for the purpose of paying overtime premiums.

#### ARTICLE 14            MISCELLANEOUS PROVISIONS

14.1 All new employees may be required to submit to a complete physical examination before they will be allowed to begin work.

14.2 In the event new job classifications are established during the term of this Agreement, then the Employer and the Union shall evaluate said new job or jobs and negotiate a proper rate therefor.

14.3 There shall be no restriction on outside sales persons stocking bakery products, dairy products, soft drinks, cookies, and snacks. In addition, there shall be no restriction on rack jobbers stocking their products (including, but not limited to, spices).

14.4 Employees are required to be vaccinated / inoculated as required by law. Employees will not be required to pay for these vaccinations/inoculations.

#### ARTICLE 15            SUBSTANCE ABUSE

15.1 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.

15.2 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.

15.3 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 the 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 of 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.

15.4 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 an 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 of all employees involved in or contributing to the incident giving rise to the injury.

15.5 Any test performed under this Article shall be performed at 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 the 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 Spectrometry (GC/MS) test. The aforementioned tests will be used unless a more reliable test(s) becomes available in the future.

15.6 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 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. Cost 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.

15.7 If the employee refuses to take any of the aforementioned drug and alcohol tests the employee will be discharged.

15.8 Test results are sent to the EAP representative or designated representative(s) 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.

15.9 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 16            HEALTH AND WELFARE

16.1            The Employer shall continue to pay four dollars and thirty cents (\$4.30) per hour for all hours paid with a maximum of forty (40) hours per week for all employees 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) per hour.

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

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 employees 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 “Pension and Health and Welfare Interpretation Rules Addendum” which is attached hereto and incorporated by reference as if fully set out herein.

SECTION 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); [(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 employees who are eligible for benefits from the Fund, or who become eligible for benefits from the Fund, shall make employee contributions in order to become and remain eligible for benefit coverage from the Fund. The contributions shall be deducted on a pre-tax weekly (or, if applicable, bi-weekly) basis by the Employer. Such deductions shall be as follows:

Employee only coverage	\$12.00 per wk.
Employee and Spouse	\$16.00 per wk.
Employee and Child(ren)	\$16.00 per wk.
Employee and Family	\$20.00 per wk.

July 23, 2017						
	<u>Plan A or B</u>		<u>Plan C</u>		<u>Plan D</u>	
	<u>Non Smoker</u>	<u>Smoker</u>	<u>Non Smoker</u>	<u>Smoker</u>	<u>Non Smoker</u>	<u>Smoker</u>
Employee only coverage	15.75	20.00	12.00	14.75	2.00	6.00
Employee and Spouse	20.00	24.25	14.75	19.00	5.00	9.00
Employee and Child(ren)	20.00	24.25	14.75	19.00	5.00	9.00
Employee and Family	24.25	28.25	19.00	23.00	10.00	14.00
<u>Effective 8/12/2018</u>						
	<u>Plan A or B</u>		<u>Plan C</u>		<u>Plan D</u>	
	<u>Non Smoker</u>	<u>Smoker</u>	<u>Non Smoker</u>	<u>Smoker</u>	<u>Non Smoker</u>	<u>Smoker</u>
Employee only coverage	16.50	21.00	12.00	15.50	TBD	TBD
Employee and Spouse	21.00	25.50	15.50	20.00	TBD	TBD
Employee and Child(ren)	21.00	25.50	15.50	20.00	TBD	TBD
Employee and Family	25.50	29.75	20.00	24.25	TBD	TBD
<u>Effective 8/11/2019</u>						
	<u>Plan A or B</u>		<u>Plan C</u>		<u>Plan D</u>	
	<u>Non Smoker</u>	<u>Smoker</u>	<u>Non Smoker</u>	<u>Smoker</u>	<u>Non Smoker</u>	<u>Smoker</u>
Employee only coverage	17.25	22.00	12.00	16.25	TBD	TBD
Employee and Spouse	22.00	26.75	16.25	21.00	TBD	TBD
Employee and Child(ren)	22.00	26.75	16.25	21.00	TBD	TBD
Employee and Family	26.75	31.25	21.00	25.50	TBD	TBD

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 (12<sup>th</sup>) 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. Additionally, to be eligible for coverage under the ERIP program an employee's last day of employment must be in one of the following months: January, February, March, April, August, September and October. 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            TECHNOLOGICAL CHANGE

17.1 The parties recognize that automated equipment and technology is now available for the retail food industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time, the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective, the parties agree as follows:

In the event the Employer introduces major technological changes which, for the purpose of this article, is defined as price marking and electronic scanners which would have a direct material impact affecting bargaining unit work, thirty (30) days advance notice of such change will be given to the Union.

In addition, the Employer agrees:

1. Any retraining necessary will be furnished by the Employer at no expense to the employees.
2. Where retraining is not applicable, the Employer will make every effort to effect a transfer to another store.
3. In the event an Employee is not retrained and is permanently displaced as a direct result of major technological changes as defined above, the Employee will be eligible for severance pay in accordance with the following provisions:
  - A. All Employees with two (2) or more years of continuous service will be eligible for one (1) week's severance pay for each year of continuous service.

Maximum severance pay of eight (8) weeks' pay to be paid on a weekly basis. Weekly severance pay shall be determined by the average number of hours worked for the four (4) weeks preceding displacement, not to exceed forty (40) hours' straight-time pay.

B. An employee shall be disqualified for severance pay in the event the employee:

1. Refuses retraining.
2. Voluntarily terminates employment.

## ARTICLE 18      PENSION

18.1 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)] for a period of twenty-four (24) months at which time the rate will be one dollar and twelve cents (\$1.12) per hour for all hours paid with a maximum of forty (40) hours 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.

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.

18.2 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.

18.3 The Employer shall not be required to make contributions on behalf of all employees for the first twelve (12) months of employment. The parties agree that the obligation to contribute begins on the first day of the thirteenth (13<sup>th</sup>) 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.

18.4 Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto. 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 or in respect of said Plan or Trust or any income therefrom, shall be paid out of the Pension Fund.

18.5 Said Pension Plan and the Trust Agreement establishing the Pension Fund 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.

18.6 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 Section 18.5 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.

18.7 A copy of the Trust Agreement and any amendments thereto shall be made a part hereof as if herein at length set forth, when adopted.

18.8 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.

18.9 The Employer agrees, upon reasonable notice, to allow records to be checked where necessary for Pension contributions.

## ARTICLE 19            STORE CLOSING

19.1 In the event the Employer closes or sells its 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. Additionally, in the event the Employer closes or sells its store and an employee is terminated as a result thereof, the Owner agrees to pay wages equivalent to one week of pay for each affected full-time employee who has three (3) years or more of continuous service. Such pay shall be made within forty-five (45) days of store closing provided the employee works their last scheduled shift. This does not apply to those employees who are offered employment with an Employer - and the new job is comparable in wage rate and hours scheduled per week.

ARTICLE 20                    MANAGEMENT RIGHTS

20.1                    The management of the business of the Employer shall vest exclusively in the Employer and shall include the right to hire or transfer, suspend or discharge for cause; the right to direct, plan and maintain full control of all its operations and services; and the right to effect any innovations or improvements in its business methods, materials or equipment; and shall include the rights to alter, rearrange, or change, extend, limit or curtail its operation within the employer or any part thereof; to decide upon the number of employees that may be assigned to work on any shift or the equipment to be used, or to shut down completely when it may deem it advisable; to do all or any of said things, provided, that in no instance will the prerogatives of management be used for the purpose of discriminating against any employee because of Union membership or activity, or in violation of the terms of this Agreement. This paragraph is subject to the grievance procedure.

ARTICLE 21                    TERMINATION OF AGREEMENT

21.1                    This Agreement shall be in effect as of the 12<sup>th</sup> day of February, 2017, and shall remain in full force and effect through the 15<sup>th</sup> day of February, 2020, and for year to year thereafter, unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date, or to any yearly expiration date thereafter by either of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this \_\_\_\_\_ day \_\_\_\_\_, 2017.

**FOR THE UNION:**

**FOR THE EMPLOYER:**

UNITED FOOD & COMMERCIAL  
WORKERS UNION LOCAL 655

TNT FOODS, L.L.C.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT "A"

Employees who have been in the employ of the Employer for the following designated periods of hours worked shall receive these minimum rates during the life of this Agreement.

**DEPARTMENT MANAGERS**

Effective	Current	7/23/2017	08/12/18	08/11/19
Dairy	18.60	18.85	19.10	19.35
Grocery	18.60	18.85	19.10	19.35
Produce	18.60	18.85	19.10	19.35

PART-TIME EMPLOYEES

Effective	Current	7/23/2017	08/12/18	08/11/19
	7.45			
1 <sup>st</sup> 1040 hours	7.70	8.00	8.00	8.00
Next 1040 hours	7.95	8.25	8.25	8.25
Next 1040 hours	8.50	8.50	8.50	8.50
Next 1040 hours	9.00	9.00	9.00	9.00
Next 1040 hours	9.25	9.25	9.25	9.25
Next 1040 Hours	9.50	9.50	9.50	9.50
Next 1040 hours	9.75	9.75	9.75	9.75
Next 1040 hours	9.95	10.00	10.00	10.00
Thereafter / Next 1040 hours	10.25	10.25	10.25	10.25
Thereafter		10.50	10.75	11.00

FULL-TIME EMPLOYEES:

Effective	Current	7/23/2017	08/12/18	08/11/19
1 <sup>st</sup> 520 hours	11.25	11.25	11.25	11.25
Next 520 hours	11.50	11.50	11.50	11.50
Next 520 hours	12.00	12.00	12.00	12.00
Next 520 hours	12.50	12.50	12.50	12.50
Next 520 hours	13.00	13.00	13.00	13.00
Next 520 hours		13.50	13.50	13.50
Next 520 hours		14.00	14.00	14.00
Next 520 hours		14.50	14.50	14.50
Thereafter	14.95	15.20	15.45	15.70
Effective	Current	7/23/2017	08/12/18	08/11/19
Redlined Employees	16.70	16.95	17.20	17.45
Redlined Employees	17.70	17.95	18.20	18.45

Any employees at or above the "Thereafter" rate will receive a twenty-five cent (\$0.25) increase on the July 23, 2017; a twenty-five cent (\$0.25) increase on August 12, 2018; and a twenty-five cent (\$0.25) increase on August 11, 2019.

A.1 All employees working between 11:00 p.m. and 5:00 a.m. shall receive sixty cents (60¢) above their regular rate during said period.

A.2 Persons responsible for close up other than department heads shall receive an additional fifty cents (50¢) for each hour [not to exceed four (4)] during the close up period.

A.3 The Employer agrees that during the term of this Agreement they will maintain the wage rates at a level which is at least ten cents (10¢) higher than the Federal Minimum Wage.

A.4 When an employee relieves a Department Manager and assumes the responsibilities of the Department Manager for a period of three (3) days or longer of the manager's five (5) day schedule, the employee shall receive the Department Manager's contract rate of pay for those days.

FOR THE UNION:

FOR THE EMPLOYER:

UNITED FOOD & COMMERCIAL  
WORKERS UNION LOCAL 655

TNT FOODS, L.L.C.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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## 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 18 – Pension and under Article 16 – Health and Welfare.

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 2017 (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 2016. 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 2017 (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 2016. 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 2017 (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 2016. 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).