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**AGREEMENT WITH**

**KING KULLEN  
PHARMACY, INC.**

**AND**

**UFCW**

**a VOICE for working America**

**Local 1500**

**INTERNATIONAL UNION, AFL-CIO, CLC**

**Effective Date: December 7, 2014  
Expiration Date: December 30, 2017**

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**AGREEMENT**, made this 7th day of May 2015, by and between the **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1500**, chartered by the **UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO, CLC**, with offices at 425 Merrick Avenue, Westbury, New York 11590, hereinafter referred to as the **UNION**, and **KING KULLEN PHARMACIES CORP.**, a wholly-owned subsidiary of **KING KULLEN GROCERY CO., INC.**, having its principal place of business at 185 Central Avenue, Bethpage, New York 11714-3929, hereinafter referred to as the **EMPLOYER**.

**WITNESSETH:** That in consideration of mutual promises covenants and conditions herein contained, and for other good and valuable considerations, the parties hereto do hereby agree as follows:

### **ARTICLE 1 - UNION RECOGNITION**

01.01: The Employer hereby recognizes the Union as exclusive bargaining representative for its Pharmacy Department, inclusive of the Supervising Pharmacist and all full time and part time pharmacists and all other full time and part time employees working in and assigned to the Pharmacy Department, exclusive of Company supervision, in all of its stores wherever located.

01.02: A full time employee is an employee who regularly works for the Employer thirty (30) or more hours per week. A regular part time employee is an employee who regularly works for the Employer less than thirty (30) hours per week, and such regular part time employees shall have and receive only those rights and benefits specifically provided for them in this Agreement.

### **ARTICLE 2 - UNION SHOP**

02.01: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall, as a condition of their continued employment by the Employer, become members of the Union on the thirty-first (31st) day following the beginning of their employment or the execution date of this Agreement, whichever is the later, and they shall thereafter maintain their membership in the Union in good standing during the term of this Agreement.

02.02: Any employee who is expelled from membership in this Union because of non-payment of dues or initiation fees to the Union which would subject the employee to discharge under the provisions of the Labor Management Relations Act of 1947, as amended, shall be subject to dismissal from employment within seven (7) days after receipt by the Employer, from the Union, of written notice setting forth such non-payment of dues or initiation fees.

### **ARTICLE 3- CHECKOFF**

03.01: The Union shall provide the Employer with a duly executed authorization for checkoff of dues and initiation fees signed by each employee who shall be subject thereto, and such authorization shall conform with the requirements of the Labor Management Relations Act of 1947 and the amendments thereto.

03.02: The Employer agrees to deduct union dues and initiation fees from wages of the Employees in the bargaining unit who provide the Employer with such written authorization.

03.03: Such deductions shall be made weekly by the Employer from the wages of the employees in advance of the month due and will be transmitted to the Union by the tenth (10th) day of the following month. If the Employer fails to remit the checked-off dues and the initiation fees as provided in this paragraph by the fifteenth (15th) day of the month due, the Union will have the right to turn the matter over to an attorney to institute any proceedings deemed appropriate for collection provided that the Union shall, prior to the said fifteenth (15th) day, orally notify the Employer of the delinquency. In the event the delinquency is turned over to an attorney for collection, the Employer agrees to be responsible for all reasonable collection expenses, including, but not limited to, reasonable attorneys' fees.

03.04: The Employer agrees to deduct weekly from the wages of those employees who have given proper authorization, such amounts due the Teachers Federal Credit Union and remit same to said Credit Union on a weekly basis. The Employer's obligation to remit to the Teachers Federal Credit Union shall be limited to the amounts, which it actually deducts from the employees' wages.

03.05: The Employer agrees to remit to the Union's Active Ballot Club, on a monthly basis, an agreed upon amount to be deducted weekly from the wages of employees who are Union members and who have signed deduction authorization cards.

03.06: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in reliance upon such authorization and a list furnished to the Employer by the Union setting forth the amount of dues and initiation fees owing from each employee or for the purpose of complying with the provisions of any check-off authorization.

#### **ARTICLE 4 - MANAGEMENT CLAUSE**

04.01: The Employer reserves the right to the operation of its business and the direction of its working forces including, but not limited to, the establishment of the opening and closing time of stores, the fixing of Employees' starting and stopping hours, the assignment of work shifts, the right to hire, transfer, suspend, layoff, recall, promote, demote, discharge for good cause, discipline Pharmacy Employees, assign Employees to relieve Employees from duty because of lack of work, transfer Employees from one store location to another, assign Employees, temporarily or permanently, to any department within the bargaining unit, and to change the type of work to be performed by an Employee, subject, however, to the provisions of this Agreement.

04.02: Employees covered by this Agreement shall not be required to take a lie detector test.

#### **ARTICLE 5 - HOURS OF WORK**

05.01: The regular workweek schedule for full time Pharmacists and Supervising Pharmacists shall be forty (40) hours per week consisting of five (5) days, exclusive of meal periods.

05.02: The regular workweek for full time clerks shall be as follows:

##### **Forty (40) Hours – Five (5) Eight (8) Hour Days**

Forty (40) hours per week, exclusive of meal periods, consisting of five (5) eight (8) hour days.

#### **Forty (40) Hours – Four (4) Ten (10) Hour Days**

Forty (40) hours per week, exclusive of meal periods, consisting of four (4) ten (10) hour days.

The four (4) ten (10) hour shifts apply to full time employees hired or converted on or after June 23, 2002 or full time employees hired on or before June 22, 2002 who volunteer to work this shift.

Those full time employees hired on or before June 22, 2002 who volunteers for this schedule, if they opt out must provide the company with 30 days advanced notice.

Newly hired or converted full time employees hired to work this shift if they opt out will forfeit their position with the company.

The employer reserves the right to opt out of this schedule at anytime. Employees affected will be given prior notice and will be scheduled for five (5) – eight (8) hour days.

05.03: For all employees employed in the Pharmacy Department, Sundays shall be deemed to be a regular workday and shall be paid for at the rate of straight time

05.04: The Company shall post not later than 3:00 P.M. each Saturday, the work schedule of employees covered under this Agreement for the following week. If an employee is off on Saturday, this employee's schedule shall be posted no later than 3:00 P.M. on Friday.

In case of emergency or any condition beyond the control of the Company, these schedules may be changed by the Company. Such changes will be made with due consideration for the Employee.

#### **ARTICLE 6 - OVERTIME**

06.01: Pharmacists and Supervising Pharmacists covered by this Agreement working in excess of forty (40) hours in a week exclusive of meal periods, shall be paid for such work at time and one-half their straight time hourly rate.

06.02: All full time Pharmacists and Supervising Pharmacists will be guaranteed eight (8) hours pay for all holidays.

06.03: In a week during which a full day holiday occurs as herein provided, the number of hours constituting a regular work week for full time Pharmacists shall be thirty-two (32) hours per week, and any time worked in excess of said number of hours shall be paid at the overtime rate of pay as herein provided.

06.04: Full time clerks covered by this Agreement working in excess of forty (40) hours in a week or eight (8) hours in a five (5) day period exclusive of meal periods shall be paid for such work at time and one-half of their straight time hourly rate.

06.05: Full time clerks covered by this Agreement working in excess of forty (40) hours in a week or ten (10) hours in a four (4) day period exclusive of meal periods shall be paid for such work at time and one-half of their straight time hourly rate.

06.06: In a week during which a full day holiday occurs as herein provided, the number of hours constituting a regular work week for full time clerks

shall be thirty-two (32) hours per week consisting of four (4) eight (8) hour days and any time worked in excess of said number of hours shall be paid at the overtime rate of pay as herein provided.

06.07: Clerks assigned to a four (4) ten (10) hour day workweek in a week during which a full day holiday occurs as herein provided and the employee qualifies, the number of hours constituting a regular work week for those full time employees shall be thirty (30) hours per week and anytime worked in excess of said hours shall be paid at the overtime rate of pay as herein provided.

06.08: A part time employee who works on the sixth (6th) day in a work week will be paid time and one-half for work on that day, provided the employee has worked all of his or her scheduled hours on the other five (5) days of such week.

06.09: Overtime shall be worked as required by the Employer. Reasonable notice should be given to Employees on overtime assignments.

**ARTICLE 7 - PREMIUM PAY**

07.01: There shall be no pyramiding or duplication of overtime and/or premium pay.

**ARTICLE 8 - HOLIDAY**

08.01: Any full time employee and Pharmacist who works on Holidays shall be scheduled for eight (8) hours work provided the department is open for eight (8) hours and further provided the employee is available to work eight (8) hours. In the event that the department is open for less than eight (8) hours, such full time employees shall be scheduled for the hours that the department is open.

08.02: Full time employees and Pharmacists shall be given a reasonable opportunity to work on Holidays on a rotating seniority basis when the store is open for business.

08.03: If the Employer is unable to staff the store or department on a holiday, the Company may schedule the necessary employees by inverse order of seniority to complete the staffing. On those holidays that the stores are presently closed and where the Employer opens on such holidays in the future, the Employer will seek volunteers to work before requiring employees to work in inverse order of seniority.

08.04: All employees who change their status shall at that time receive payment for personal holidays earned but not taken.

**Full Time Employees**

08.05: All full time clerks hired on or after June 16, 1991, or on or before June 18, 1994 covered by this Agreement and who qualify, shall receive the following legal holidays with pay:

- |                |                           |
|----------------|---------------------------|
| New Year's Day | Labor Day                 |
| Memorial Day   | Presidential Election Day |
| Fourth of July | Thanksgiving Day          |
|                | Christmas Day             |

08.06: In addition to the holidays set forth above, full time clerks hired or converted on or after June 16, 1991, or on or before June 18, 1994 shall be entitled to four (4) personal holidays during a contract year, one of which shall be the employee's birthday and the employee's anniversary date of

employment. One personal holiday shall be taken during the first six (6) months of the contract year and one during the second six (6) months of the contract year.

08.07: In addition to the holidays listed above, full time clerks hired prior to June 18, 1994 shall receive a personal holiday (eight (8) hours pay) or (ten (10) hours pay for those employees assigned to work four (4) ten (10) hour shifts) in lieu of Washington's Birthday (President's Day). Said personal holiday must be granted and taken prior to the end of each contract year, unless employee requests time off at a later date.

08.08: Full-time clerks hired on or after June 16, 1991, or on or before June 18, 1994 who qualify and who are reclassified shall continue to receive a personal day in lieu of Washington's Birthday (President's Day).

08.09: All full time Pharmacists hired prior to June 18, 1994 covered by this Agreement and who qualify, shall receive the following legal holidays with pay:

New Year's Day	Labor Day
Memorial Day	Presidential Election Day
Fourth of July	Thanksgiving Day
	Christmas Day

08.10: In addition to the holidays set forth above, full time pharmacists hired or converted prior to June 18, 1994 shall be entitled to four (4) personal holidays during a contract year one of which shall be the employee's birthday and the employee's anniversary date of employment. One personal holiday shall be taken during the first six (6) months of the contract year and one during the second six (6) months of the contract year.

08.11: In addition to the holidays listed above, full time pharmacists hired prior to June 18, 1994 shall receive a personal holiday in lieu of Washington's Birthday (President's Day). Said personal holiday must be granted and taken prior to the end of each contract year, unless employee requests time off at a later date.

08.12: All full time Pharmacists and Clerks hired or converted on or after June 19, 1994, who have completed three (3) months of full time employment covered by this agreement and who qualify shall receive the following legal holidays with pay:

New Year's Day	Presidential Election Day
Memorial Day	(If registered voter)
Fourth of July	Thanksgiving Day
Labor Day	Christmas Day

08.13: In addition to the holidays listed above full time Pharmacist and Clerks hired or converted on or after June 19, 1994 shall receive after completing one (1) year of employment, two (2) personal day's plus their birthday as a holiday.

08.14: For Clerks hired on or before June 18, 1994 and who have worked six (6) months consecutively and who are reclassified from part time to full time and have Washington's Birthday (President's Day) or a personal day in lieu of Washington's Birthday (President's Day) as a holiday, they shall receive only one (1) personal day upon completion of one (1) year of employment.

08.15: After completing two (2) years of employment they shall receive their anniversary date as a holiday.

08.16: After completing three (3) years of employment they shall receive one (1) additional personal holiday.

08.17: Only regularly scheduled work days of the employee may be selected as personal holidays and only one employee from a store shall be assigned a personal holiday on any one (1) day.

08.18: The employee's birthday and anniversary holidays shall be assigned on the Monday following the week in which the birthday or anniversary occurred except for the holiday weeks, in which case said holidays shall be assigned on the following Monday. Only one (1) employee from a store shall be assigned such holiday in any one week.

08.19: In assigning personal holidays, the Employer shall take into consideration, besides other factors, the convenience of the full time clerk and/or Pharmacist.

08.20: Full time clerks and Pharmacists who work on any of the above-named holidays shall receive in addition to the holiday pay to which they are entitled, time and one-half (1-1/2) their regular hourly rate for all hours worked on said holidays.

08.21: Personal holidays for all employees are to be taken within the anniversary year in which they are earned, providing that the employee is in the employ of the Employer at such time.

08.22: Part Time employees who are promoted to full time positions shall be entitled to full time legal holidays immediately. Part time employees hired after June 15, 1991 and before June 19, 1994 who have completed six (6) months of service and who are promoted to full time positions shall be entitled to receive one (1) personal holiday and the employee's birthday after they have completed one (1) year of service. After completing two (2) years of full time employment one (1) additional personal holiday plus the anniversary date of employment. After completing three (3) years of full time employment one (1) additional personal holiday.

08.23: In order to qualify for holiday pay, full time employees shall work their regularly scheduled day before and their regularly scheduled day following the holiday and shall also work all their scheduled hours during the week in which the holiday occurs unless such absence is excused by the Employer, which excuse shall not be unreasonably denied.

08.24: When a holiday occurs during the employee's vacation period, the employee's vacation shall be extended one (1) day, or at the option of the Employer, the employee shall receive eight (8) hours straight time pay in lieu of said holiday.

08.25: Should a regular full time employee's regularly scheduled day off fall on any of the above-named holidays, said employee shall be granted another day off during the same week.

08.26: All part time clerks hired prior to June 18, 1994 covered by this Agreement, who have completed three (3) or more months of continuous employment with the Employer, shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for each of the following holidays:

New Year's Day  
Memorial Day  
Fourth of July

Labor Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day



08.27: In addition to the holidays set forth above, part time clerks hired on or before June 16, 1991 shall be entitled to one (1) personal day, namely, the employee's birthday, and one additional personal holiday, namely, the employee's anniversary date of employment. Said employees shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for said holidays.

08.28: In addition to the holidays listed above, part time clerks hired prior to June 18, 1994 shall receive a personal holiday (four (4) hours pay) in lieu of Washington's Birthday (President's Day). Said personal holiday must be granted and taken prior to the end of each contract year, unless employee requests time off at a later date.

08.29: Part-time clerks hired on or after June 16, 1991, or on or before June 18, 1994 who qualify and who are reclassified shall continue to receive a personal day in lieu of Washington's Birthday (President's Day).

08.30: Part time Pharmacists hired prior to June 18, 1994 and covered by this Agreement, shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for each of the following holidays:

New Year's Day  
Memorial Day  
Fourth of July

Labor Day  
Presidential Election Day  
Thanksgiving Day  
Christmas Day

08.31: In addition to the holidays set forth above, part time pharmacists shall be entitled to one (1) personal holiday, namely, the employee's birthday and one additional holiday, namely, the employee's anniversary date of employment. Said employee shall receive four (4) hours holiday pay based on their regular straight time hourly wage rate for said holidays.

08.32: In addition to the holidays listed above, part time pharmacists hired prior to June 18, 1994 shall receive a personal holiday four (4) hours pay in lieu of Washington's Birthday (President's Day).

08.33: All part-time Pharmacist and Clerks, hired on or after June 19, 1994 covered by this agreement and who qualify, who have completed four (4) months of continuous employment shall receive four (4) hours holiday pay based on their straight time hourly rate for the following holidays:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day

Presidential Election Day  
(If registered voter)  
Thanksgiving Day  
Christmas Day

08.34: In addition to the Holidays listed above, part time employees hired on or after June 19, 1994 shall receive after one (1) year of employment one (1) personal day.

08.35: After completing two (2) years of employment, an additional personal holiday.

08.36: After completing three (3) years of employment an additional personal holiday.

08.37: Any part time employee who works on Holidays shall be scheduled for four (4) hours of work provided the employee is available to work four (4) hours.

08.38: Part time employees who work on any of the above-named holidays shall receive in addition to the holiday pay to which they are entitled, time and one-half their regular hourly rate for all hours worked on said holidays.

08.39: To qualify for such holiday pay, regular part time employees shall work their regularly scheduled day before and their regularly scheduled day following the holiday and shall also work all their scheduled hours during the week in which the holiday occurs, unless such absence is excused by the Employer which excuse shall not be unreasonably denied.

08.40: Employees who qualify and receive birthday and anniversary holidays, these holidays shall be assigned on the Monday following the week in which the birthday or anniversary occurred except for holiday weeks, in which case said holidays shall be assigned on the following Monday. Only one (1) employee from a store shall be assigned such holidays in any one (1) week.

08.41: If the Pharmacies are open on Easter Sunday, those employees assigned to work that day will be paid at time and one half (1½) their hourly rate of pay.

## **ARTICLE 9 - VACATIONS**

### **Full Time Vacation**

09.01: Regular full time clerks and Pharmacists hired prior to June 18, 1994 who have completed twelve (12) consecutive months of full time employment shall receive two (2) weeks vacation with pay - One (1) week of which is earned and may be taken after six (6) months.

09.02: Full time Pharmacists hired or reclassified on or after June 21, 1998 shall receive the following vacation with pay:

After six (6) consecutive - One (1) week vacation  
months of employment (forty (40) hours)

After twelve (12) consecutive - One (1) week vacation  
months of employment (forty (40) hours)

After twenty four (24) consecutive - Two (2) weeks vacation  
months of employment (eighty (80) hours)

09.03: Regular full time Clerks hired on or after June 19, 1994 who have completed twelve (12) consecutive months of employment shall receive one (1) week vacation with pay. Employees who have completed twenty-four months (24) months of continuous employment shall receive two (2) weeks vacation with pay.

09.04: Regular full time employees and Pharmacists who have completed seven (7) consecutive years of full time employment with the Employer shall receive three (3) weeks vacation with pay.

09.05: Regular full time employees and Pharmacists who have completed ten (10) consecutive years of full time employment with the Employer shall receive four (4) weeks vacation with pay.

09.06: Regular full time employees and Pharmacists who have completed twenty-five (25) consecutive years of full time employment with the Employer shall receive five (5) weeks vacation with pay. However, when an employee is entitled to more than two (2) weeks vacation, the Employer reserves the right to grant or assign such additional week or weeks at a time or times different from the first two (2) weeks.

09.07: The Employer reserves the exclusive right to establish vacation assignments. Such assignments, however, will be made with due consideration for the seniority of the employee.

09.08: All full time employees and Pharmacists laid off by the Employer before the completion of their six (6) month qualifying period shall receive pro rata vacation for each month of continuous service rendered except those employees who have been discharged for good cause and/or have voluntarily left their employment. All part time employees with at least six (6) months of service shall, if permanently laid off, receive pro rata vacation pay for each month of continuous service rendered.

09.09: Full time employees and Pharmacists resigning in good standing and who have given proper notice, who have earned vacation weeks which have not been taken will be paid for where six (6) month intervals have passed when entitled to up to two (2) weeks vacation by virtue of length of service; four (4) month intervals have passed when entitled to up to three (3) weeks vacation by virtue of length of service; and three (3) month intervals have passed when entitled to up to four (4) weeks vacation by virtue of length of service. Payment will include only those full weeks that have thus been earned.

09.10: The employer agrees to issue separate checks for vacation pay.

09.11: The vacation benefits under this article shall not be payable to employees discharged for good cause.

#### **Part Time Vacation**

09.12: Regular part time clerks and Pharmacists hired prior to June 18, 1994 who have been continuously employed by the Employer for twelve (12) consecutive months or more and who have worked 800 hours or more during the year shall be entitled to vacation as follows:

- One (1) year - Twenty-Five (25) hours
- Two (2) years - Fifty (50) hours
- Seven (7) years - Seventy-Five (75) hours
- Ten (10) years - One Hundred (100) hours
- Twenty Five (25) years - One Hundred Twenty Five (125) hours

09.13: Regular part time clerks and Pharmacists hired on or after June 19, 1994 who have been continuously employed by the employer for twelve (12) consecutive months and who have worked 800 hours or more during the year shall be entitled to vacation as follows:

- One (1) year - Twenty (20) hours
- Two (2) years - Forty (40) hours
- Seven (7) years - Seventy-Five (75) hours
- Ten (10) years - One Hundred (100) hours
- Twenty Five (25) years - One Hundred Twenty Five (125) hours

09.14: Regular part time clerks hired on or after June 25, 2006 who have been continuously employed by the employer for twelve (12) consecutive months and have worked 800 hours or more during the year shall be entitled to vacation as follows:

- One (1) year - Twenty (20) hours
- Two (2) years - Twenty (20) hours
- Three (3) years - Forty(40) hours
- Seven (7) years - Seventy-Five (75) hours
- Ten (10) years - One Hundred Hours (100) hours
- Twenty Five (25) years - One Hundred Twenty Five (125) hours

09.15: Employees who do not meet the 800-hour requirement during the year shall receive vacation based upon their total hours worked during the year divided by 52. For the purpose of computing "hours worked" all hours for which employees have been paid, including, but not limited to, holiday pay, vacation pay, sick leave pay, funeral leave, shall be included in making such computation.

09.16: A part time employee with at least six (6) months continuous service shall, when permanently promoted to full time employment, receive a vacation entitlement computed on the basis of half-time credit from the last starting date of continuous regular part time employment, after first full year of full time employment.

09.17: The part time pro rata vacation entitlement earned as a part time employee shall be paid or granted at the time of promotion to full time at the discretion of the Employer.

09.18: The Employer reserves the exclusive right to establish vacation assignments. Such assignments, however, will be made with due consideration for the seniority of the employee.

09.19: The vacation benefits under this article shall not be payable to employees discharged for good cause.

#### **ARTICLE 10 - DISCHARGE**

10.01: The Employer agrees not to discharge a Clerk who has been continuously employed for a period of more than sixty (60) days or a Pharmacist who has been continuously employed for ninety (90) days, except for good cause.

10.02: Violation of Company rules, incompetency, dishonesty, drinking intoxicants during business hours, habitual absenteeism or lateness, insubordination, mishandling of Company property or funds, violation of Company procedures for handling cash and/or receiving merchandise, falsification of employment application, or any of them, shall be considered among, but not the only good causes justifying the discharge of any employee under this article.

#### **ARTICLE 11 - SENIORITY RIGHTS**

11.01: Seniority rights of employees in employment and in lay-off shall prevail on the basis of company-wide pharmacy employment only.

11.02: In no event shall the lay-off or the closing of any store owned or operated by the Employer or the transfer of any employee from one store to another result in the loss of any seniority rights by an employee.

11.03: In the event of a store closing, the Employer will notify the Union two (2) weeks in advance, if possible, in writing, with a seniority list.

#### **ARTICLE 12 - TRANSFER**

12.01: The Employer shall have the right to transfer any of its employees between stores as business may require.

12.02: The Employer will notify the Union in writing at least one (1) week's notice prior to the permanent transfer of a full time employee and three (3) day's notice prior to the permanent transfer of a part time employee, the Union will be notified as soon as possible in the case of an emergency transfer.

12.03: In the event an unusual increase in traveling expense is incurred by a regular full time employee by reason of his or her transfer by the Employer from one store to another, such employee shall be reimbursed by the Employer for such added traveling expenses. In the event full time regular employees are transferred by reason of a store closing, a general layoff, or promotion, these transfers shall not be considered under this provision.

12.04: Those full time employees who are transferred more than 15 miles from their assigned stores, in cases of temporary transfers, shall receive \$5.00 per day travel pay. Tolls paid in the case of temporary transfers shall be reimbursed regardless of mileage. Temporary transfers shall be limited to a period not to exceed thirty (30) days.

### **ARTICLE 13 - PROMOTIONS**

13.01: Whenever possible, promotions shall be made by seniority, but the Company shall have the final decision as to whether the employee shall be promoted.

### **ARTICLE 14 - CONSCRIPTION**

14.01: In the event any member of the Union employed by the Employer is required to leave their position by reason of conscription by the United States Government for any form of military service upon termination of such service, providing that said employee has been granted an honorable discharge, has not enlisted for a term beyond the period of emergency, and has applied to the Employer for reemployment as required, and in accordance with the provision of applicable laws, that such employees be reemployed in their former or equivalent position. Because the schedule of progressive wage increases herein provided depends on actual experience on the job, a person reemployed pursuant to this Article shall be credited only with months of actual payroll service, and when and if rehired, shall be paid at a rate no lower than their straight time rate at the time they entered military service, plus any across-the-board increases granted during the period of their military service. In no event shall such military service performed in any form whatsoever be construed against the employee, or deprive them of any of their rights and prerogatives of an Employee or member of the Union.

### **ARTICLE 15 - JURY DUTY**

15.01: Full time clerks and Pharmacists who have completed ninety (90) days of continuous service called for jury duty in a court of law necessitating a loss of the employee's straight time scheduled working hours shall be paid while on jury duty, less jury pay, not to exceed ten (10) working days in any contract year (if Grand Jury, up to thirty (30) working days over the term of this agreement.) To be eligible for pay under this provision, the employee shall present the jury service notice to the Employer at least seven (7) days before the start of the term as a juror and shall present to the Employer a certificate of service showing dates, time of service and jury fees paid. Employees receiving jury duty pay from any other employer shall not be eligible to receive pay for jury duty under this Agreement.

15.02: Any employee called for jury duty who, after having reported for such jury duty is excused for the day after 1:00 P.M., shall not be required to report for work on that day. When an employee on jury duty has served five (5) days during the week; he shall not be required to work on Saturday.

### **ARTICLE 16A - SICK LEAVE - FULL TIME**

16.01: All regular full time clerks and Pharmacists hired before June 18,

1994, shall, be eligible to receive, in a sick leave year, a maximum of ten (10) days sick leave with pay at their regular straight time rate of pay for eight (8) hours for days they are absent from work due to illness.

16.02: Those employees hired on or before June 15, 1991, who are in the employ of the Employer in a regular full time capacity on the last day of each sick leave year, and who have been employed in a regular full time capacity for three (3) consecutive months or more during the sick leave year, shall be paid, on a pro rata basis from their employment anniversary date for sick leave for which they were eligible during the said sick leave year but which they did not use. Such unused sick leave must be paid within thirty (30) days after the anniversary date of the sick leave year.

16.03: All regular full time clerks and Pharmacists hired on or after June 16, 1991, and before June 18, 1994 shall after completing three (3) consecutive months of full time employment with the Employer, be eligible to receive, one (1) day paid sick leave (eight (8) hours pay) for each full month of employment, with a maximum of ten (10) days.

16.04: All full time clerks and Pharmacists hired on or after June 16, 1991, and before June 18, 1994 do not receive pro rata back pay for unused sick time; however, they do receive pay back based on number of months worked with a maximum of ten (10) days. Such unused sick leave must be paid within thirty (30) days after the anniversary date of the sick leave year.

16.05: In succeeding sick leave years the employee shall receive the full amount of sick leave of ten (10) days per contract year. All unused sick time must be paid within thirty (30) days after the anniversary date of the sick leave year, a maximum of ten (10) days' sick leave with pay at their regular straight time rate of pay, for eight (8) hours for days they are absent from work due to illness.

16.06: All regular full time clerks and Pharmacists hired or converted on or after June 19, 1994 after completing three (3) consecutive months of full time employment with the employer are eligible to receive one (1) day paid sick leave (eight (8) hours per day) for each full month of employment to a maximum of four (4) days in the first sick leave year of their employment, thereafter they shall receive six (6) days paid sick leave (eight (8) hours per day) in the second sick leave year of their employment, and eight (8) days paid sick leave (eight (8) hours per day) in the third sick leave year of their employment. After the completion of three (3) years of employment ten (10) days paid sick leave (eight (8) hours per day) in each sick leave year. Such unused sick leave must be paid within thirty (30) days after the anniversary date of the sick leave (May 1 to April 30) year.

16.07: Full time clerks assigned to a four (4) ten (10) hour day workweek, their sick leave pay will reflect their ten (10) hour work schedule and will not exceed total hours allocated as listed in Articles 16.01, 16.03, 16.04, 16.05 & 16.06.

16.08: The sick leave year shall commence on the following dates for all eligible full time employees: April 26, 2015, April 24, 2016 and April 30, 2017.

16.09: All regular full time clerks and Pharmacists hired or converted from part time on or after June 18, 1994 do not receive pro rata pay back for unused sick time; however they do receive pay for unused sick leave for full time at the end of each sick leave year based on the number of months worked with a maximum of hours as listed above in paragraph 16.06.

16.10: A regular part time employee who has worked continuously for six (6) months, shall not be required to serve a waiting period to be eligible for sick leave pay as a full time employee when they are permanently promoted to

full time nor shall they be eligible to receive pay for unused sick days as a part time employee at the time of promotion.

16.11: All full time or part time employees retiring under the Local 1500 pension plan will receive pro rata pay for all unused sick leave for which they are entitled to but did not use.

#### **ARTICLE 16B - SICK LEAVE - PART TIME**

16B.01: Regular part time clerks or Pharmacists hired on or before June 18, 1994 shall receive paid sick leave commencing with the first scheduled day's absence due to illness on the following basis:

With one (1) year of continuous employment - three (3) scheduled days (maximum 12 hours per year).

With two (2) years of continuous employment- four (4) scheduled days (maximum 16 hours per year).

With three (3) years of continuous employment - five (5) scheduled days (maximum 20 hours per year).

Part time employees, after two (2) years of continuous employment, shall be paid for unused sick days at the end of each sick leave year (May 1 to April 30), on the basis of four (4) hours straight time pay for each unused day. Such payment shall be made on a pro rata basis the first time that a part time employee becomes eligible.

16B.02: All part time clerks or Pharmacists converted to full time hired after June 16, 1991 and before June 18, 1994 and who have worked continuously for six (6) months shall be entitled to one (1) sick leave day for each month in a contract year with a maximum of hours as listed in paragraph 16.06

16B.03: Regular part time clerks or Pharmacists hired on or after June 19, 1994 shall receive paid sick leave commencing with the first scheduled days absence due to illness on the following basis:

After one (1) year of continuous employment four (4) hours sick leave pay for each four (4) months of employment to a maximum of three (3) days (twelve (12) hours)

After two (2) years of continuous employment four (4) hours sick leave for each three (3) months of employment to a maximum of four (4) days (sixteen (16) hours)

After three (3) years of continuous employment five (5) sick days four (4) hours sick leave to a maximum of twenty (20) hours.

16B.04: Regular part time clerks hired on or after June 25, 2006 shall receive paid sick leave commencing with the first scheduled days absence due to illness on the following basis:

After one (1) year of continuous employment four (4) hours sick leave with pay for each four (4) months of employment to a maximum of three (3) days (twelve (12) hours)

After two (2) years of continuous employment four (4) hours sick leave with pay for each four (4) months of employment to a maximum of three (3) days (twelve (12) hours)

After three (3) years of continuous employment four (4) hours sick leave for each three (3) months of employment to a maximum of four (4) days (sixteen (16) hours)  
After four (4) years of continuous employment five (5) sick days four (4) hours sick leave to a maximum of twenty (20) hours

After three (3) years of continuous employment the employee shall be paid unused sick time at the end of each sick leave year, on the basis of four (4) hours straight time pay for each unused day. Such payment shall be made on a pro-rata basis the first time the part time employee becomes eligible.

16B.05: The sick leave year shall commence on the following dates for all for all eligible part time employees: April 26, 2015, April 24, 2016 and April 30, 2017.

16B.06: In order to be eligible for the above sick leave, the full time and part time employee, if able, must notify the Employer two (2) hours prior to their scheduled starting time on the first day of absence of their inability to report for work and as often as reasonably possible thereafter if such illness extends beyond one (1) day.

16B.07: Any employee covered by the Agreement who falsifies sick leave or who knowingly tries to collect sick leave under false pretenses, shall be liable to instant dismissal.

16B.08: In the event of a permanent layoff of any employee, full time or part time, he or she shall receive payment for fifty per cent (50%) of unused sick days, provided that said employee was otherwise eligible to receive pay for unused sick days.

## **ARTICLE 17 - LEAVE OF ABSENCE**

17.01: Full time and part time employees and Pharmacists with more than one (1) year's service, requesting a leave of absence for reasons other than the employee's illness or injury, shall be given said leave of absence by the Employer at its sole discretion, provided, however, that granting of such leave of absence shall not be unreasonably withheld.

17.02: All requests for leave of absence shall be in writing and must be submitted to the Employer at least two (2) weeks in advance of the date of the commencement of the requested leave of absence. The Employee shall be notified in writing with a copy to the Union if the requested leave is approved or denied. The notice shall specify the time limit placed on an approved leave of absence. Advance written request for leave of absence is not necessary in case of family emergency. However, subsequent written notice and request shall be given as soon as is reasonably possible.

17.03: A leave of absence granted by the Employer shall not constitute a break in seniority but if the leave of absence exceeds three (3) months in duration, then service for purpose of progression increases, vacations and all other benefits required to be paid under this Agreement shall not be earned during said leaves.

17.04: The Employer shall make all contributions to all funds required by this Agreement for any month in which the employee performs any work for which monthly contributions are required before taking the leave and after returning, but not for the months when no covered work is performed. However, in the case of an employee's illness or injury, contributions for Health and Welfare and Pension shall be made for a period not to exceed three (3) months while the employee is absent from work.



## **FAMILY AND MEDICAL LEAVE ACT OF 1993**

17.05: The employer shall grant an employee a Family and Medical Leave of Absence under the act if qualified. The employer will determine eligibility by the use of the rolling calendar year.

17.06: An employee on an approved leave of absence will be automatically terminated if:

(a) The employee does not return to work when the leave of absence expires unless the Employer has agreed to an extension.

(b) The employee works elsewhere while on leave without express permission in writing from the Employer to be so employed.

17.07: An employee absent from work due to illness or injury shall retain his seniority for a period not to exceed twelve (12) months.

### **ARTICLE 18 - DEATH IN FAMILY**

18.01: Regular full time employees, after thirty (30) days of employment, shall be entitled to three (3) days paid leave for all regularly scheduled work days lost from the day of death in case of death in the immediate family. The "immediate family" is defined as the employee's parent, step parent, foster parent, child, step child, foster child, brother, sister, spouse or spouse's parent. Regular full time employees shall be entitled to one (1) day's paid leave for a regularly scheduled workday lost to attend the funeral or Memorial Service of the employee's grandparent, grandchild, brother-in-law, sister-in-law, nephew or niece.

18.02: Part time employees after thirty (30) days of employment shall be entitled to paid leave for the actual time lost, as set forth on the employee's weekly work schedule, in case of death in the immediate family as provided for regular full time employees on a pro rata basis. Said employees shall be entitled to one (1) day's paid leave, pro rated for the actual time lost on employee's regular work schedule, to attend the funeral or Memorial Service of the employee's grandparent or grandchild.

### **ARTICLE 19 - LUNCH PERIODS**

19.01: Clerks shall take one (1) hour for lunch.

### **ARTICLE 20 - REST PERIODS**

20.01: Full time clerks and Pharmacists and regular part time employees shall receive a fifteen (15) minute rest period for each one half (1/2) day worked which shall be considered as working time.

20.02: Full time clerks assigned to a four (4) ten (10) hour day workweek shall receive a fifteen (15) minute rest period for the first half (1/2) day worked and a twenty (20) minute rest period for the second half (1/2) day worked.

### **ARTICLE 21 - PROBATIONARY PERIOD**

21.01: All new full time and part time clerks will be on a sixty (60) day probationary period. If the employee does not work continuously during the probationary period, such period shall be extended by the number of working days on which the employee has not worked during said period.

21.02: Newly hired Pharmacists and Supervising Pharmacists, unless otherwise in the Contract provided, shall be on a ninety (90) day probationary

period. If the employee does not work continuously during the probationary period, such period shall be extended by the number of working days on which the employee has not worked during said period. The Employer shall have the right to terminate the employment of any newly hired employee during said probationary period. The probationary period for new employees in new or remodeled stores shall be ninety (90) days from date of employment.

21.03: Supervising Pharmacist - Pharmacist promoted to Supervising Pharmacist classification shall receive an increase of forty (\$40.00) dollars per week above the regular weekly wage, for forty (40) hours, that they were receiving at the time of such promotion. The increase shall be paid to such pharmacists during the probationary period of ninety (90) days, or until such probationary period is terminated by the Employer as herein provided, whichever occurs first.

21.04: At any time during the probationary period, the Employer shall have the right to terminate said probationary period and to revert and transfer the employee in question to the status or classification in which they were prior to their promotion.

21.05: When an employee is newly hired in a Supervising Pharmacist classification, the Employer shall have the absolute right to terminate the employment of such employee at any time during the probationary period of ninety (90) days.

21.06: In the above instance, that is, in the case of promotion, or in the case of a newly hired employee, if the employee does not work continuously during such probationary period, the period shall be extended by the number of days, which the employee has not worked during the probationary period.

21.07: Any temporary or relief Supervising Pharmacist, who has been in that capacity for ninety (90) days or more, shall not be required to sustain any additional trial periods, provided the initial trial period had been completed within the most recent twelve (12) month period.

## **ARTICLE 22 - RECLASSIFICATION**

22.01: A full time clerk who is reclassified to part time shall be placed on the new hire part time progression scale. They shall receive the minimum part time rate for sixty (60) days and in addition shall receive twenty five (\$.25) cents for each six months of full time service to determine their part time rate. There after, they shall receive twenty-five (25) cents per hour in accordance with the schedule as described in article 35.04 for semiannual wage increases. In no event can they exceed the top maximum applicable rate for part time clerks on the payroll as of the date of conversion.

22.02: A full time Pharmacist who is reclassified to a part time Pharmacist shall receive the applicable part time Pharmacist rate as listed in 35.04.

22.03: A full time clerk or Pharmacist who is reclassified to part time shall be eligible for part time sick leave on a pro rata basis for the balance of that sick leave year based upon the employee's total length of service. Thereafter, said employee shall be eligible for part time sick leave based upon his total length of service. If the employee at the time of reclassification has exhausted the sick time that he would have received as a part time employee, the employee shall not receive any sick time for the remaining sick leave year.

22.04: A full time employee who is reclassified to part time shall at that time receive payment for personal holidays earned and not already taken.

22.05: A part time clerk who is reclassified to full time shall be placed on

the new hire full time progression scale. They shall receive the minimum full time rate for after thirty (60) days. In addition they shall receive twenty (\$20) dollars for each twelve (12) months of part time service to determine their full time rate. Thereafter, they shall receive an additional twenty (\$20) dollars per week in accordance with the schedule as described in article 35.04 for semiannual wage increases. In no event can they exceed the top applicable rate of pay for full time clerks on the payroll as of the day of conversion.

22.06: Upon reclassification from full time to part time, the Employer shall make part time contributions to the Welfare, Pension and Legal funds starting with the first (1st) day of the month following such reclassification.

### **ARTICLE 23 - INDIVIDUAL AGREEMENTS**

23.01: The Employer does hereby agree not to enter into any individual agreements with any of the employees covered hereunder, which may conflict with, or modify any of the terms and provisions of this Agreement, or to attempt or require any security of any sort from such employee.

### **ARTICLE 24 - ACCESS TO STORES**

24.01: The Employer agrees to permit and authorize representatives of the Union to visit any of the Employer's place of business at any time during normal working hours for the purpose of ascertaining whether this Agreement is being properly observed, provided that there shall be no interruption of, or interference with, the Employer's business.

### **ARTICLE 25 - LAUNDRY AND EQUIPMENT**

25.01: The Employer agrees to furnish and maintain for all employees covered herein, all aprons, uniforms, store coats and gowns and such tools and work equipment as may be required by the Employer for the performance of an employee's duties.

### **ARTICLE 26 - GRIEVANCE PROCEDURE AND ARBITRATION**

All disputes, differences or grievances arising out of interpretation, application, breach or claim of breach of the provisions of this Agreement shall be settled in the following manner:

A. Within two (2) calendar weeks of the occurrence of such dispute, difference or grievance, authorized representatives of the Union and the Employer shall, in good faith, endeavor to adjust such dispute, difference or grievance.

B. In the event that the matter is not adjusted in the above step, a representative of the Employer charged with the responsibility for labor relations and a duly designated representative of the Union shall attempt to adjust the same.

C. In the event the dispute, difference or grievance still remains unadjusted after compliance with the above step, then such dispute, difference or grievance may be submitted to arbitration by either party not later than thirty (30) days after the occurrence to an arbitrator mutually selected by the parties, for an expedited arbitration or to the American Arbitration Association for its designation of an arbitrator, in accordance with its rules, to hear and determine the matter. The decision of the arbitrator shall be final and binding upon the parties. The expenses of the arbitration shall be borne equally between the parties.

D. The arbitrator shall not have the authority or power to arbitrate new pro-

visions to this Agreement, or to arbitrate away either in whole or in part any provision of this Agreement, nor shall the arbitrator have the power to add to, delete from, or modify any of the provisions of this Agreement.

## **ARTICLE 27 - NO STRIKE CLAUSE - NO LOCKOUTS**

27.01: There shall be no cessation of work, no strikes no picketing, no slow-downs, no sit-downs or other interference with the operation of the Employer's business sanctioned by the Union, nor shall the Employer lock out for any cause whatsoever during the term of this Agreement.

27.02: The Union, by its officers, shall promptly make every effort to stop any cessation of work, strike, picketing, slowdown, sit-down, or other interference with the operation of the Employer's business and shall order its members to return to work without delay.

27.03: An employee who engages in any such activity shall be subject to discipline, including termination, by the Employer.

## **ARTICLE 28 - PART TIME HOURS AND MINIMUM CALL-IN**

28.01: Part time clerks, except those who are available on a limited basis, such as Friday nights and/or Saturdays, only, will be scheduled for no less than sixteen (16) hours per week and four (4) hours per day, provided they are available to work sixteen (16) hours on a regular and continuing basis and further provided that they are available to work the Employer's schedule of hours and there is no drop in business.

Part time clerks hired prior to December 28, 2003 who desire to work twenty (20) hours per week or more shall be scheduled a minimum of twenty (20) hours per week (excluding Sundays) provide they request the additional hours and are available to work said hours on a regular and continuing basis.

28.02: Regular part time clerks hired prior to June 27, 2010 who are assigned temporarily to full time work throughout the year or for the summer months shall receive their hourly rate of pay or \$12.25 per hour whichever is higher. EFFECTIVE 1/1/2016, that rate shall be \$13.25 per hour.

Part time employees hired on or after June 27, 2010 may be scheduled up to thirty (30) hours per week at straight time. Those hours and only those hours worked in excess of thirty (30) hours shall be compensated at the minimum full time rate of \$12.25 per hour. EFFECTIVE 1/1/2016, that rate shall be \$13.25 per hour.

28.03: In a holiday week a part timer who regularly works sixteen (16) hours will receive four (4) hours holiday pay in addition to the sixteen (16) hours of work.

## **ARTICLE 29 - EMPLOYMENT OF MINORS**

29.01: The employee does hereby agree not to employ any minors, which shall constitute a violation of any provisions of the State or Federal statutes.

29.02: The parties agree that part time employees less than 18 years of age may be scheduled for 3 3/4 hours on days when school is in session (except Fridays and Saturdays). The employee shall receive a paid fifteen (15) minute rest period within the 3 3/4 hour schedule and shall be scheduled for no less than sixteen (16) hours per week when available.

29.03: The parties agree that, notwithstanding anything to the contrary contained in the collective bargaining agreement, part time employees under

sixteen (16) years of age may be scheduled to work less than four (4) hours per day, but not less than three (3) hours per day, on those days and during those seasons (school year) when to do so would be in violation of law or regulation.

### **ARTICLE 30 - STORE SIGNS**

30.01: The Union shall furnish and the Employer shall display the U.F.C.W.I. Union Store Card in each of the Employer's stores, gratis, for the period of this Agreement. Such cards shall remain the property of the Union.

### **ARTICLE 31 - WELFARE FUND**

#### **(A) Full Time Employees**

31A.01: The Employer agrees to contribute the sum of \$1087.66 per month to the UFCW Local 1500 Welfare Fund on behalf of each regular full time employee covered by this agreement who has completed thirty (30) days of service with the Employer. Contributions shall begin on the first (1st) day of the month next following the completion of such period.

31A.02: Effective on the dates indicated below monthly contribution to provide such benefits shall be increased in accordance with the following schedule:

October 1, 2015:	\$1163.80
October 1, 2016:	\$1245.27
December 1, 2017:	\$1307.53

#### **(B) Part Time Employees**

31B.01: The Employer agrees to contribute the sum of \$76.06 per month to the UFCW Local 1500 Welfare Fund on behalf of each regular part time employee and \$312.07 on behalf of each Special part time employee covered by this agreement who has completed six (6) consecutive months of regular part time service with the Employer. Contributions shall begin on the first (1st) day of the month following the completion of such period.

#### **31B.02: Special Part Time Plan:**

Effective March 1, 2014, any individual not already enrolled for the Special Part-Time Plan coverage will no longer be eligible to do so. Moreover, any employee currently enrolled under the Special Part-Time Plan must make a formal election if he/she wishes to continue to receive this coverage. The Fund Office shall supply forms to all employees currently enrolled under the Special Part-Time Plan on which the employee must make such election. Those who choose to "opt-out" will be terminated from coverage under the UFCW Local 1500 Welfare Fund Special Part-Time Plan, as of February 28, 2014. Once an employee opts-out of the Special Part-Time Plan, he/she will not be allowed to re-enroll in this plan in the future. No later than February 28, 2014, the Union shall supply the Employer with a list of those employees who have opted out of the Special Part-Time Plan and those employees who remain enrolled in said Plan.

Participants who opt-out of the Special Part-Time Plan will immediately be eligible for coverage under the UFCW Local 1500 Welfare Fund Basic Part-Time Plan, effective March 1, 2014. Effective March 1, 2014, the Employer shall commence making contributions to the Basic Part-Time Plan at the rate set forth in this Agreement. Any employee who opts-out of the Special Part-Time Plan, no additional election is required for coverage under the Basic Part-Time Plan.

The Employer shall make a monthly contribution to the Special Part-Time

Plan on behalf of each employee who elects to continue such coverage.

An employee who elects to continue coverage under the Special Part-Time Plan shall make a \$15.00 per week contribution toward the cost of such coverage. This weekly employee contribution shall be deducted by the Employer from the employee's compensation. If the company has a medical salary reduction plan which will permit employee contributions to be deducted on a pre-tax basis, the Employer shall take all steps necessary to enroll the employee in such plan. Once the employee is enrolled in such plan, the contribution shall be deducted in accordance with the terms of such plan.

The amount deducted from the pay of Special Part-Time employees shall be remitted to the UFCW Local 1500 Welfare Fund on a monthly basis, with a comprehensive list containing the name, address, date of birth, pay period, and any other pertinent information required by the Welfare Fund for each employee for whom employee contributions are being remitted, as part of the Employer's regular contribution remittance process. The employee contribution is in addition to the Employer contribution set forth above. The amount of the Employer contribution shall not be reduced by the amount of the employee contribution.

31B.03:    ACA Part Time Plan:

In the event the Employer is obligated to offer/provide additional health benefits to certain part-time employees to avoid a financial penalty, due to the provisions of the Affordable Care Act (i.e., those who average over 30 hours), those benefits shall be provided for by the Fund to comply with the mandate. Effective 1/1/15, the Employer agrees that it will pay a monthly contribution of \$300.00 per employee, for a plan that includes ancillary benefits, complies with the ACA and will avoid Employer mandate penalties for all such part-time employees. The weekly pre-tax contribution for any associate who does not opt out of this plan shall be twenty (\$20.00) dollars.

31B.04: Effective on the dates indicated, monthly contributions to provide such benefits shall be increased in accordance with the following schedule:

	<b>Regular PT</b>	<b>Special PT</b>	<b>ACA PT</b>
January 1, 2015			\$300.00
October 1, 2015	\$81.38	\$333.91	\$321.00
October 1, 2016	\$87.08	\$357.28	\$343.47
December 1, 2017:	\$91.43	\$375.14	\$360.64

31B.05: The amount of the monthly contributions to the UFCW Local 1500 Welfare Fund and the method of calculation, whereby a specific monthly sum is contributed for each class of employee, is a formula for providing gross income to the Fund and bears no relationship to the benefits provided.

**ARTICLE 32 - PENSION FUND**

**(A) Full Time Employees**

32A.01: The Employer agrees to contribute the sum of \$288.51 per month to the UFCW Local 1500 Pension Fund on behalf of each regular full time employee covered by the Agreement who has completed thirty (30) days of service with the Employer. Contributions shall begin on the first (1st) day of the month following the completion of such period.

32A.02: Effective on the date indicated, monthly contributions to provide such benefits as may be determined by the Trustees shall be in accordance with the following schedule:

January 1, 2015:	\$298.61
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The increase in the monthly contribution rates on January 1, 2016 is contingent on the Trustees of the UFCW Local 1500 Pension Fund discontinuing the practice of purchasing annuities. If this contingency is not met by January 1, 2016, the monthly contribution rate shall remain at the rate established as of January 1, 2015.

**(B) Part Time Employees**

32B.01: The Employer agrees to contribute the sum of \$96.51 per month to the UFCW Local 1500 Pension Fund on behalf of each regular part time employee covered by the Agreement who has completed six (6) consecutive months of regular part time service with the Employer. Contributions shall begin on the first (1st) day of the month following the completion of such period.

32B.02: Effective on the date indicated, monthly contributions to provide such benefits as may be determined by the Trustees shall be in accordance with the following schedule:

January 1, 2015:	\$99.89
January 1, 2016:	\$103.39

The increase in the monthly contribution rates on January 1, 2016 is contingent on the Trustees of the UFCW Local 1500 Pension Fund discontinuing the practice of purchasing annuities. If this contingency is not met by January 1, 2016, the monthly contribution rate shall remain at the rate established as of January 1, 2015.

**ARTICLE 33 - LEGAL SERVICE FUND**

**(A) Full Time Employees**

33A.01: Effective December 7, 2014, the Employer agrees to contribute the sum of \$1.75 per month to the UFCW Local 1500 Legal Services Fund on behalf, of each regular full time employee covered by the Agreement who has completed thirty (30) days of service with the Employer. Contributions shall begin on the first (1st) day of the month following the completion of such period.

**(B) Part Time Employees**

33B.01: Effective December 7, 2014, the Employer agrees to contribute the sum of \$1.75 per month to the UFCW Local 1500 Legal Service Fund on behalf, of each regular part time employee covered by the Agreement who has completed six (6) months of service with the Employer.

**ARTICLE 34 - PROVISIONS APPLICABLE TO ALL FUNDS**

34.01: There shall be no contributions to the Welfare Fund, Pension Fund and Legal Services Fund for those employees working full time for the summer period of May 15th to September 15th only, nor shall there be any change in part time contributions for part time employees working full time for the summer period only. Should such employee continue without interruption on a full time basis after the summer, the Employer shall pay as though there was no relief.

34.02: Contributions to the Welfare Fund, Pension Fund and Legal Services Fund shall be remitted by the Employer to the Fund's office on or before the twentieth (20th) day of each month. Every employee of record who works at least one day in the current month shall be considered to be employed for the entire month for the purpose of computing contributions for that month.

34.03: Upon the failure of the Employer to make payment of any contributions within fourteen (14) days of the date due, the Trustees shall be entitled at their sole option to take any action permitted by this Agreement, by the Agreements and Declarations of Trust establishing the Funds or by law to collect said contribution, together with interest, liquidated damages as established by the Trustees, attorneys' fees and court costs. Such interest and liquidated damages shall accrue starting on the day after due date of the contributions (the twentieth day of the current month), and shall continue to accrue until said contributions, together with any accrued interest and liquidated damages, have been paid.

34.04: The Employer agrees that if it is delinquent in the payment of contributions to the Welfare Fund, to the extent that the Trustees have canceled the payment of benefits to said Employer's covered employees, the Employer will be responsible for all hospital, medical, surgical and other benefits that would have been paid by the Fund had the Employer's delinquency in making its contributions not resulted in the cancellation of any rights on the part of the Employer's covered employees to receive any such benefits.

34.05: The Employer hereby accepts and ratifies the Agreements and Declarations of Trust, as amended from time to time, establishing the Funds as if they were set forth herein in full, and ratifies the designation of the Trustees thereunder. The Trustees have assumed all responsibility for the administration of the Plans, and the Employer shall have no responsibility, except as herein provided.

34.06: The Employer shall make available to the Funds, any and all pertinent records of employees that the Funds may require to soundly and efficiently operate the Funds. The Trustees shall have the right to have the Employer's records audited by an accountant of the Funds' own choosing, at the Funds' expense.

34.07: In the event the Employer fails to make contributions or provide records as required herein, the Trustees may, despite any other provision of this Agreement, submit to arbitration any issue with regard to these provisions, before an arbitrator designated in accordance with the labor arbitration rules of the American Arbitration Association. The arbitrator shall, in the event a violation exists, make a finding and award, which shall direct payment to the Fund, including the costs of the arbitration, legal fees and audit expenses together with interest and liquidated damages as established by the Trustees.

34.08: Upon the written request of the Employer, the Trustees shall make annual financial reports to the Employer, which shall contain information relating to the application of the monies received and benefits paid by the Funds.

34.09: In the case of any employee's illness or injury, contributions to the Welfare Fund and Pension Fund shall be made for a period not to exceed three (3) months while the employee is absent from work.

In the case of an employee who is receiving Worker's Compensation benefits, contributions to the Welfare Fund shall also be made for the seventh (7th), eighth (8th) and ninth (9th) months of such absence.

34.10: The Employer shall make contributions to the Welfare Fund on behalf of each employee on family or medical leave under the provisions of the Family and Medical Leave Act (FMLA), 29 U.S. S2601, et seq., for each month or partial month the employee is on such leave. The failure of an employee to return to work from such leave, within the meaning of 29 U.S.C. S2614 (c) (2), shall create no obligation on the part of the Union or the Welfare Fund to take any action to recover or to assist in the recovery of said contributions from said employee, nor will such failure to return to work relieve the Employer of its obligation to contribute to the Welfare Fund on



behalf of said employee during the period specified in 29 U.S.C. S2614 (C) (1)

34.11: The Employer shall make contributions to the Pension Fund on behalf of each employee who qualifies, pursuant to 38 U.S.C. SS4312 and 4318, for Future Pension Service due to a period of military service. The Employer shall make contributions to the Pension Fund on behalf of each former employee who qualifies, pursuant to 38 U.S.C. SS4312 AND 4318 for Future Pension Service due to a period of military service if the Employer was the last employer employing the former employee prior to such military service. Contributions shall be made at the Employers contribution rate in effect during each month of military service to which Future Pension Service relates. Such contributions shall be due and payable within thirty (30) days of reemployment of the employee with the Employer or within thirty (30) days of notice that the employee has become employed, in employment which meets the requirements of 38 U.S.C. S4312, with another contributing employer to the Pension Fund

### **ARTICLE 35 - WAGES AND WAGE INCREASES**

35A.01: All Pharmacists hired prior to December 7, 2014, shall receive the following general wage increases:

In addition to the general wage increases listed below, all full time Pharmacists hired prior to December 7, 2014 shall receive a one-time lump sum payment of \$300.00.

#### **SUPERVISING PHARMACIST**

Present	05/17/15	06/05/16	06/04/17
\$59.00/hr	\$59.75/hr	\$60.75/hr	\$61.75/hr

#### **STAFF PHARMACIST & PART TIME PHARMACIST**

Present	05/17/15	06/05/16	06/04/17
\$57.50	\$58.25/hr	\$59.25/hr	\$60.25/hr

Pharmacists assigned to relieve a Supervising Pharmacist for a week or more shall receive the minimum rate then in effect for the classification to which they have been assigned or ten (\$10.00) Dollars above their regular weekly wage, whichever is higher.

35A.02: Graduate Pharmacists hired on or after December 7, 2014 who have completed their 90 day probationary period shall receive the following new minimum regular weekly rate:

Present	05/17/15	06/05/16	06/04/17
\$20.00/hr	\$20.75/hr	\$21.75/hr	\$22.75/hr

35A.03: Interns hired on or after December 7, 2014 who have completed their 90 day probationary period shall receive the following minimum regular weekly rate:

Present	05/17/15	06/05/16	06/04/17
\$15.00/hr	\$15.75/hr	\$16.75/hr	\$17.75/hr

#### **WEEKLY ACROSS-THE-BOARD INCREASES AND WAGE PROGRESSIONS FOR FULL AND PART TIME CLERKS ON THE PAYROLL ON JUNE 26, 2010**

35.01: Effective December 7, 2014 wage rates and increases shall be as follows:

**Full Time Clerks**

Current Rate	Weekly	12/07/14	09/06/15	06/05/16	03/05/17	12/03/17
\$27.13	\$1,085.00	\$12	\$10	\$18	\$20	\$6
\$22.50	\$900.00	\$12	\$10	\$18	\$20	\$10

**Part-Time Clerks Hired before 12/27/2003**

GW1	\$0.25	\$0.25*	\$0.25 *	\$0.40	
Current Rate	12/07/14	09/06/15	06/05/16	03/05/17	12/03/17
\$15.25	\$15.50	\$15.75	\$16.00	\$16.40	\$16.55
\$13.90	\$14.15	\$14.40	\$14.65	\$15.05	\$15.20
\$13.40	\$13.65	\$13.90	\$14.15	\$14.55	\$14.70
\$13.15	\$13.40	\$13.65	\$13.90	\$14.30	\$14.45
\$12.90	\$13.15	\$13.40	\$13.65	\$14.05	\$14.20

**Part-Time Clerks Hired on after 12/27/2003**

GW1	\$0.20	\$0.25*	\$0.25*	\$0.30	
Current Rate	12/07/2014	09/06/2015	06/05/2016	03/05/2017	12/03/2017
\$12.90	\$13.10	\$13.35	\$13.60	\$13.90	\$14.00
\$12.50	\$12.70	\$12.95	\$13.20	\$13.50	\$13.65
\$12.40	\$12.60	\$12.85	\$13.10	\$13.40	\$13.65
\$11.75	\$11.95	\$12.20	\$12.45	\$12.75	\$12.90
\$11.25	\$11.45	\$11.70	\$11.95	\$12.25	\$12.40
\$10.65	\$10.85	\$11.10	\$11.35	\$11.65	\$11.80
\$10.60	\$10.80	\$11.05	\$11.30	\$11.60	\$11.80
\$9.45	\$9.65	\$9.90	\$10.15	\$10.45	\$10.60
\$9.00	\$9.20	\$9.45	\$9.70	\$10.00	\$10.10
\$8.90	\$9.10	\$9.35	\$9.60	\$9.90	\$10.10

\*All employees hired prior to 12/7/2014 will receive the 12/7/2014 general wage increase. Thereafter, those employees will receive the greater of the scheduled general wage increase or the increase they received as a result of the most recent increase in the State minimum wage. Employees who do not receive an increase on date of the general wage increase as a result of the increase in the State minimum wage shall receive a lump sum bonus of \$150 on the date of the general wage increase.

All full time employees at or above the top rate for their progressions shall be eligible for the referenced general wage increases.

**HOURLY PROGRESSION INCREASES FOR FULL TIME EMPLOYEES HIRED ON OR AFTER DECEMBER 7, 2014**

	01/01/14	01/01/16
After 60 Days:	\$490.00	\$530.00

And will receive an increase of an additional twenty (\$20.00) dollars per week in accordance with the following schedule as described in article 35.04 for semiannual wage increases.

35.02: Full time clerks hired or converted on or after December 7, 2014 shall not receive the general across the board wage increases. However, an employee who reaches the top of the progression scale during the term of the

Agreement as a result of having been hired above the minimum or reclassified from part time to full time, shall be eligible to receive the across the board increases on June 5, 2016 and June 4, 2017 if applicable, provided that in no event shall such employee exceed the top clerk's rate of pay.

35.03: All new full time clerks hired or converted at or above the minimum rate after sixty (60) days as described above shall in any event receive a minimum wage increase of ten (10) dollars after sixty (60) days employment and thereafter shall receive an additional increase of twenty (20) dollars per week in accordance with the schedule for semi annual wage increases in accordance with the following schedule as described in article 35.04

35.04: All newly hired full time employees will receive credit of a minimum of one (1) year's service for wages only if within the preceding twelve (12) months the prospective employees have worked in covered employment under Local 1500 and have so noted on the application at the time of their employment.

#### **HOURLY WAGE PROGRESSIONS FOR PART TIME CLERKS HIRED ON OR AFTER DECEMBER 7, 2014:**

Employees hired or converted on or after December 7, 2014 shall receive their increases on a semi-annual basis in accordance with the following schedule:

All employees hired in April, May, June, July, August and September shall receive their increases in December.

All employees hired in October, November, December, January, February and March shall receive their increases in June.

12/31/2014	12/31/2015
After 60 days: \$9.00	After 60 days: \$9.25

For part-time employees hired on or after 12/7/2014, the \$0.15 progression increases shall be suspended until 6/4/2017 in order to account for the 12/31/2014 and 12/31/2015 increases in the State minimum wage, but those employees shall receive lump sum bonuses as follows, based on the schedule above:

6/7/2015:	\$75
12/6/2015:	\$75
6/5/2016:	\$75
12/4/2016:	\$75

Part Time employees hired on or after 12/7/2014 but on or before 3/31/2017 shall receive a \$0.15 progression increase on 6/4/2017 and 12/3/2017.

Part-time employees hired on or after 4/1/2017 but on or before 9/30/2017 shall receive a \$0.15 progression increase on 12/3/2017.

#### **ARTICLE 36 - SCHOLARSHIP FUND**

36.01: The Employer shall contribute a lump sum payment of \$750 to the UFCW Local 1500 Scholarship Fund on each of the following dates:

- December 5, 2015
- December 3, 2016
- December 2, 2017

#### **ARTICLE 37 - NO DISCRIMINATION**

37.01: The Employer and the Union agree that they will not discriminate against any employee because of race, color, religion, union affiliation, age, sex, sexual orientation, disability, national origin, genetic information, or gender identity or expression.

#### **ARTICLE 38 - SAVINGS**

38.01: The parties hereto agree that should any article or subdivision of this Agreement be or become unlawful, invalid, ineffective or unenforceable by virtue of any acts, law or decisions of any established governmental agency or court, then any such article or subdivision shall not affect the validity and enforceability of any other article or subdivision thereof, and the remainder of this Agreement shall continue in full force and effect for its duration.

#### **ARTICLE 39 - SUCCESSORS AND ASSIGNS**

39.01: This Agreement shall bind and insure to the benefit of the Employer, its successors and/or assigns, and to the Union, its successors and/or assigns, whether in this or any other locality.

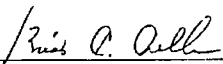
39.02: Any and all other benefits heretofore previously enjoyed by the employees shall remain in full force and effect for the duration of this Agreement, unless otherwise modified by negotiations.

#### **ARTICLE 40 - TERM OF AGREEMENT**

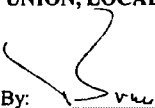

40.01: This Agreement shall be effective as of December 7, 2014 and shall continue in full effect until midnight, the 30th day of December, 2017, and shall be automatically renewed from year to year thereafter, unless at least sixty (60) days prior to the 30th of December, 2017 or any annual date of expiration thereafter, written notice by registered mail is given by either party, to the other of a desire to amend or terminate this Agreement.

IN WITNESS THEREOF, they have affixed and signed signatures as duly authorized and legal representatives of the Employer and the Union.

**KING KULLEN GROCERY CO., INC.**

By:   
Brian Cullen, President

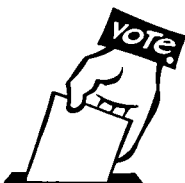
**UNITED FOOD AND COMMERCIAL WORKERS  
UNION, LOCAL 1500**

By:    
Bruce Both, President

## NOTES

# ABC - Active Ballot Club

The ABC, the UFCW's Active Ballot Club, needs you and every other member to become politically active.



ABC works to elect people to public office who understand the needs of working men and women.

ABC assists their campaigns and keeps them informed on the issues as organized labor sees them.

Today, there is a great need for labor to have a voice in political action. Help make sure our Union has that voice by joining ABC now.

Due to the many critical issues before Congress; state, city and local governments this year; it is important that we have sufficient funds to support our friends and defeat those candidates who do not support the working man and woman. We encourage all members to participate in the Active Ballot Club as a means of protecting our interests in the various governmental bodies and in the laws they pass that may affect our livelihood.

If you haven't already signed up. see your Union Representative or Service Representative. Sign up today!

Members employed by companies where there is no check-off will be able to purchase their ABC Membership Cards from their Union Representatives or Shop Stewards in the normal manner.

**Contributions of gifts to the  
UFCW Active Ballot Club are not  
deductible as charitable contributions for  
federal tax purposes.**

*Be Informed!!!*

**[www.UFCW1500.org](http://www.UFCW1500.org)**

# UFCW

a VOICE for working America

## Local 1500

### **THE WEINGARTEN DECISION: KNOW YOUR RIGHTS!**

In a court case known as *N.L.R.B. Vs. Weingarten*, the U.S. Supreme Court ruled you have the right to have your Union Representative present when you are interviewed by your employer, if you *reasonably* believe the interview may lead to disciplinary action.

#### **YOUR RIGHTS UNDER WEINGARTEN ARE:**

1. You have the right to request the presence of a Union Representative during any investigatory interview you reasonably believe might result in disciplinary action.
2. You have the right *not* to be interviewed until your Union Representative is present.
3. Your Union Representative may assist you during the interview to organize and explain your facts.

**REMEMBER WEINGARTEN  
BEFORE YOU GIVE UP YOUR RIGHTS!**

Fraternally,  
Bruce W. Both,  
President

**MEMBERS CAN CALL  
LOCAL 1500  
REGARDING ANY MATTER  
24 HOURS A DAY  
800-522-0456**