

AGREEMENT

R#9282

BETWEEN

BUONADONNA
SHOPRITE, LLC,
DBA - SHOPRITE
OF BAYSHORE

and



INTERNATIONAL UNION, AFL-CIO, CLC

Effective Date: March 30, 2014
Expiration Date: December 31, 2016

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AGREEMENT, made this 27th Day of May 2014, 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 Ave. Westbury, NY 11590, hereinafter referred to as the "UNION" and **BUONADONNA SHOPRITE, LLC, DBA SHOPRITE OF BAYSHORE** having its principle place of business at 1905 Sunrise Highway, Bayshore, New York hereinafter referred to as the "EMPLOYER".

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

ARTICLE 1 - UNION RECOGNITION

1.01 The Employer hereby recognizes the union as the exclusive bargaining representative for its supermarket employees, both full time and regular part time employees, exclusive of Meat, Appetizing and Seafood Department Employees, Store Managers, Assistant Store Managers, Supervisors, Security Guards and Stock takers. Part time employees covered under this contract shall be entitled to only those rights and benefits specifically provided for them in this Agreement.

ARTICLE 2 - UNION SHOP

2.01 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.

2.02 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 nonpayment of dues or initiation fees.

ARTICLE 3 - CHECK-OFF

3.01 The Union shall provide the Employer with a duly executed authorization for check-off 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.

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

3.03 Such deductions will 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 initiation fees as provided in this paragraph by the fifteenth (15th) day of the month due, the Union shall 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.

3.04 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 monthly basis. The Employer's obligation to remit to the Teachers Federal Credit Union shall be limited to the amounts which it actually deduct from the employees' wages.

3.05 The Employer agrees on a weekly basis to deduct from the wages of employees who have authorized said deductions an amount to be determined and remit same to the Local 1500 UFCW Active Ballot Club.

3.06 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 purposes of complying with the provisions of any check-off authorization.

ARTICLE 4 - MANAGEMENT CLAUSE

4.01 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 employees, relieve employees from duty because of lack of work, transfer employees from one store location to another, assign employees, temporarily or permanently to any store 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.

ARTICLE 5 - DEFINITION OF STATUS

5.01 All employees regularly working thirty (30) or more hours per week shall be considered full-time employees.

5.02 All employees regularly working less than thirty (30) hours per week shall be considered part-time employees.

ARTICLE 6 - WORK WEEK AND HOURS

FULL-TIME EMPLOYEES

6.01 Forty (40) hours shall constitute the regular work week for all regular full time employees covered herein, and it shall consist of five (5) eight (8) hour days.

6.02 In a week in which a holiday occurs, thirty-two (32) hours in four (4) eight (8) hour days shall constitute the regular work week for all such employees.

Full-time employees will be offered the opportunity of working four days a week at ten hours of paid straight-time per day. This provision is subject to

the following conditions:

- (A) Only volunteers from the current employee complement will be selected.
- (B) The need will be determined by the company on a store-wide basis and if all volunteers cannot be accommodated, seniority among the volunteers will be the company's basis of selection.
- (C) All former SRS employees who volunteer will have the opportunity with two weeks written notice to the Company to switch back to a five day, eight hour schedule.
- (D) Full-time employees hired after January 18, 2004 will be informed that the four day, ten hour straight-time shift will be permanent unless changed by the company, at which time they will be offered a five day, eight hour shift.
- (E) Part-time employees promoted to Full-time status after January 18, 2004 will be informed that as a condition of Full-time Employment, they will be scheduled a four day ten hour straight-time shift. In the event that the company should abandon such shifts, they will remain at Full-time status with a five day, eight hour shift.
- (F) All premiums currently paid will be paid.
- (G) Holidays, Personal Holidays and Compassionate Leave will be paid at ten (10) hours for each day used.
- (H) Sick days and jury days will be drawn from the employees' accumulated bank of hours.
- (I) Minimum call-in, beyond scheduled hours, will be eight hours.
- (J) Department Heads are included in the four day, ten hour straight time program.
- (K) Employees on a four day, ten hour straight-time shift will be provided a fifteen minute break before lunch and a twenty minute break after lunch.
- (L) In a holiday work week full-time employees shall receive time and one half after thirty (30) regular hours if they are on a four (4) day ten (10) hour work week.

PART-TIME EMPLOYEES

6.03 Part-time employees, except those who are available on a limited basis will be scheduled for no less than sixteen (16) hours per week and four (4) hours per day, except as provided in Article 6.05 below provided they are available 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.

In a week in which a holiday occurs, part-time employees if available will be scheduled for no less than sixteen (16) hours in addition to the holiday.

6.04 Effective 6-01-2014, Career part time employees hired before April 1, 2007, who desire to work twenty (20) hours per week or more shall be scheduled for a minimum of twenty (20) hours per week (excluding Sundays), provided they request the additional hours and are available to work said hours on a regular and continuing basis.

In a week in which a holiday occurs, Career part time employees if available, will be scheduled for no less than twenty (20) hours in addition to the holiday.

6.05 Part-time employees under sixteen (16) years of age - 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.

6.05 (a) 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 & Saturdays). The part-time employees will receive a paid fifteen (15) minute rest period within 3 3/4 hours schedule and shall be scheduled for no less than sixteen (16) hours per week when available.

6.06 Regular part-time employees who are temporarily assigned to full time work at any time throughout the year, shall receive their regular part-time rate or the minimum full-time clerk's rate, whichever is higher, from the first scheduled full week of such assignment. However, such rates shall also apply during the period May 15th to September 15th with part-time benefits.

6.07 Part-time employees are to receive first preference for all full-time temporary work assignments during the summer months and holiday seasons.

6.08 Regular part-time employees who are appointed to permanent full-time work shall receive half (1/2) credit for their length of continuous part-time service for the purpose of determining their appropriate full time wage rate. They shall receive the minimum full-time rate for after thirty (30) days and in addition shall receive twenty (\$20.00) dollars for each twelve (12) months of part-time services to determine their full-time rate. Then after they shall receive twenty (\$20.00) dollars for each six (6) months of full time service but in no event can they exceed the applicable top rate for full-time clerks on the payroll as of March 29, 2014.

6.09 Working hours shall be consecutive except for a meal period of thirty (30) minutes, assigned as close to the middle of the shift as possible. If mutually agreed upon, or requested by the employee, if an employee requests to take a sixty (60) minute unpaid lunch period they will be permitted to do so.

6.10 All employees are to receive a fifteen (15) minute rest period for each four (4) hours of work. Employees may be required to punch time cards for all rest periods.

6.11 Part-time employees who are not assigned a full-time schedule but work in excess of thirty (30) regular hours in a work week, shall receive time and one-half for those hours worked over thirty (30) up to and including thirty five. If hours worked exceed thirty-five (35) regular hours, and then all hours worked will be paid at \$9.375 or their current hourly rate whichever is greater. Effective June 20, 2004 the new minimum will be \$12.25 per hour or their current hourly rate, whichever is greater.

6.12 Effective April 1, 2007 Part-time employees who are not assigned a full-time schedule but work in excess of thirty two (32) regular hours in a work week, shall receive time and one half for those hours worked over thirty-two (32) up to and including thirty-seven (37) hours. If hours worked exceed thirty-seven (37) regular hours then all hours worked shall be paid at \$11.25 per hours or their current hourly rate whichever is greater.

6.13 Regular part-time employees hired on or after 5/6/2011, that are temporarily assigned to full-time work, shall be paid the minimum full-time rate

for only those regular hours in excess of thirty-two (32).

6.14 In the event of a Part-time employee working six (6) consecutive weeks in excess of thirty two (32) regular hours the employee will be reclassified to Full-time. This shall not apply to the summer period of May 15 to September 15.

ARTICLE 7 - OVERTIME AND PREMIUM PAY

FULL- TIME EMPLOYEES

7.01 Full-time employees shall receive overtime pay at the rate of time and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week which shall not be pyramided.

7.02 Full-time employees shall receive premium pay of seventy-five (75¢) cents per hour for each hour worked before 5:00 a.m. and after 6:00 p.m., if the hours so worked are within their regular forty (40) hour work week. Bakery Clerks starting time may be 3:00 a.m.

7.03 Full-time and part-time employees shall work overtime as required by the Employer. Reasonable notice shall be given as to overtime assignments.

7.04 Full-time employees whose shift starts at 11:00 a.m. or later shall receive a premium of \$1.00 per shift premium from the first day of that shift.

7.05 All full-time employees, including Department Managers & classified positions, hired or appointed after September 26, 2010 may be scheduled to work one "late night" per week for which no premium shall be paid. A "late night" shall be defined as a shift ending no later than 9:00PM.

PART-TIME EMPLOYEES

7.06 Part-time employees shall receive overtime pay at the rate of time and one-half (1 1/2) times their regular rate of pay for all hours worked in excess of eight (8) hours in one (1) day.

7.07 Part-time employee shall receive one and one-half (1 1/2) times their regular rate of pay for all hours worked on their sixth (6th) day in a work week, excluding Sunday, provided that all other scheduled hours in the other five (5) days have been worked.

NIGHT CREW

7.08 Full-time night crew clerks and chiefs shall receive ten (10%) percent per week above their regular applicable progression scale or wage, to a maximum of fifty (\$50.00) dollars per week.

7.09 Part-time employees who work on a night shift from 12:00 a.m. midnight to 8:00 a.m. shall receive ten (10%) percent per week above their regular applicable progression scale or wage.

SUNDAY WORK

7.10 All employees shall receive one and one half (1 1/2) times their regular rate of pay for work performed on Sunday which shall not be considered part of the regular work week.

7.11 All Part-time employees hired on or after June 22, 2008 shall receive straight time for the first twelve months of employment for all hours worked on Sunday, which shall not be considered as part of the regular work week.

Upon completion of twelve months of employment the employee shall receive one and one half (1 1/2) times their regular rate for all hours worked on Sunday. Sunday shall not be considered as part of the regular work week.

All part-time employees hired on or before March 26, 2011, who currently receive straight time on Sundays, shall be paid time and one-half (1 1/2) times their regular hourly rate for all hours of work performed on Sunday effective July 3, 2011.

7.12 Part-time employees hired on or after 5/6/2011 shall be paid at the straight time hourly rate for the first twelve (12) months of service; they shall then receive a two dollar (\$2.00) per hour premium through twenty-four (24) months; thereafter, they shall receive time and one-half (1 1/2) times their regular hourly rate for all hours of work performed on Sunday.

7.13 Employees shall not be required to work on Sunday. If the Employer is unable to staff a department on Sunday, employees shall be required to work in inverse order of seniority.

7.14 Full-time and part-time employees shall be given a reasonable opportunity to work on Sundays on a rotating basis by seniority when the store is open for business.

MINIMUM CALL-IN

7.15 Any full-time employee who works on Sundays shall be scheduled for a minimum of four (4) hours work, provided the store is open for such time and further provided the employee is available.

7.16 Any full-time employee who works on a Holiday shall be scheduled for eight (8) hours, provided the store is open for such time and further provided the employee is available.

7.17 Full-time and part-time employees shall be given a reasonable opportunity to work on Holidays on a rotating basis, by seniority when the store is open for business.

7.18 Any full-time night crew employee who works on Sundays or Holidays shall be scheduled for eight (8) hours work, provided the employee is available. However, night crew employees may be scheduled for four (4) hours on Sunday, provided the shift does not begin prior to 5:00 a.m. If the shift begins prior to 5:00 a.m., the shift shall be for eight (8) hours. Any night crew employee who on a voluntary basis wishes to work less than eight (8) hours must sign a waiver giving up the right to the eight (8) hours of work on Sunday. In no event shall a night crew employee be scheduled for less than four (4) hours.

7.19 Any part-time employee who works on Sundays or Holidays, shall be scheduled for four (4) hours work, provided the employee is available.

7.20 Any part time night crew employee, on regular days, Sundays and Holidays, shall be scheduled for no less than seven (7) hours work per shift.

7.21 Any Career part time employee (hired before 4/1/07) who works on Sundays or Holidays, shall be scheduled for five (5) hours work, provided they request the additional hours and are available to work said hours on a regular and continuing basis.

7.22 There shall be no split shifts.

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

7.24 If the Employer is unable to staff the store on holidays, with volunteers, they shall have the right to schedule employees in the inverse order of seniority.

ARTICLE 8 - WORK SCHEDULE

8.01 The Employer shall post a work schedule for all employees no later than 3:00 p.m. each Saturday for the following week. If an employee is off on Saturday, then this employee's schedule shall be posted no later than 3:00 p.m. each Friday. Changes may be made in this schedule in an emergency only with due notification to the Union.

ARTICLE 9 - HOLIDAYS

9.01 All full-time employees covered by this agreement who have completed three (3) months of full-time and who qualify, shall receive the following legal holidays with pay:

New Years Day	Presidential Election Day
Memorial Day	(if registered voter)
Fourth of July	Thanksgiving Day
Labor Day	Christmas Day

In addition to the holidays listed in Article 9.01 above full-time employees shall receive after: (1) year employment a personal holiday plus their Birthday holiday (2 days).

After two (2) years employment one (1) additional personal holiday plus their Anniversary of Employment as a holiday (4 days).

After three (3) years employment three (3) additional personal holidays (7 days).

9.02 When one of the above holidays in 9.01, and 9.12 below occurs on a Sunday, the Monday following shall be observed as the holiday.

9.03 Full-time employees who work on any of the above named legal holidays (as described in Article 9.01 above) 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.

9.04 If the store is open on New Year's Day, Easter Sunday, Thanksgiving Day, or Christmas Day, the store will be staffed with volunteers, before requiring employees to work in the inverse order of seniority.

9.05 On those holidays when the store is not open for business, the entire night crew shall be given the option of working on the holiday at their straight time hourly rate as part of their regular work week. In that event, the night crew shall not be scheduled to work on the night of the holiday.

9.06 Personal holidays for all employees are to be assigned and taken or shall be paid within the thirty (30) days at the end of each contract year, provided that the employee is in the employ of the Employer at such time.

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

9.08 In assigning personal holidays, The Employer shall take into consideration besides other factors, the convenience of the employee.

9.09 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.

9.10 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.

9.11 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.

9.12 All part-time employees covered by the agreement who have completed four (4) 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 Years Day | Presidential Election Day |
| Memorial Day | (if registered voter) |
| Fourth of July | Thanksgiving Day |
| Labor Day | Christmas Day |

In addition to these holidays listed in Article 9.12 above, part-time employees shall receive after one (1) year employment one (1) personal holiday.

After two (2) years employment an additional personal holiday namely the employee's birthday.

After (3) years employment an additional personal holiday namely the employee's anniversary of employment.

9.13 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 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.

9.14 Part-time employees employed ninety (90) days, who work on any of the above named legal holidays (as described in Article 9.12 above) shall receive time and one half (1 1/2) their regular hourly rate for all hours worked on said holidays.

9.15 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 unreasonable denied.

ARTICLE 10 - VACATIONS

10.01 Regular full-time employees who have completed one (1) year of employment shall receive one (1) week vacation with pay. After two (2) years of employment two (2) weeks vacation with pay.

10.02 Regular full-time employees who have completed seven (7) consecutive years of full-time employment with the Employer, shall receive three (3) weeks vacation with pay.

10.03 Regular full-time employees who have completed ten (10) consecutive years of full-time employment with the Employer, shall receive four (4) weeks vacation with pay.

10.04 Regular full-time employees who have completed twenty-five (25) consecutive years of full-time employment shall receive five (5) weeks vacation with pay.

10.05 Regular full-time employees laid off by the Employer before the completion of their one (1) year 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.

10.06 Regular full-time employees 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 where three (3) month intervals have passed when entitled to four (4) weeks vacation by virtue of length of service. Payment will include only for those full weeks that have thus been earned.

10.07 Regular part-time employees 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:

<u>Length of Service</u>	<u>Hired on or After 1/19/2004</u>	<u>Hired on or After 4/1/2007</u>
One (1) year:	20 hours	20 hours
Two (2) years:	40 hours	20 hours
Three (3) years:	40 hours	40 hours
Seven (7) years:	75 hours	75 hours
Ten (10) years:	100 hours	100 hours
Twenty-five (25) years:	125 hours	125 hours

10.08 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.

10.09 A part-time employee who has completed at least six (6) months continuous service and who is promoted permanently to a regular full-time position shall receive, beginning in the year subsequent to the promotion, one-half (1/2) credit for all time served in the part-time position for the purpose of calculating the employee's full-time vacation entitlement. At the time of the promotion, the employee shall be paid for all part-time vacation entitlements on a pro-rata basis.

10.10 Job classification premiums (excluding shift premiums) are to be included in vacation pay, for full-time employees only. The Employer agrees to issue separate checks for vacation pay.

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

10.12 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.

10.13 The Employer will grant full vacation service credit to the former SRS full time employees which it hires under that agreement.

ARTICLE 11 - INDUSTRY EXPERIENCE

11.01 Newly hired employees shall be given credit for a minimum of one (1) year's prior experience in the supermarket industry for the purpose of establishing the employee's wage rates only, provided that the experience was earned within the preceding twelve (12) months and declared on the employment application.

ARTICLE 12 - RECLASSIFICATION

12.01 A full-time employee who is reclassified to part-time shall be placed on the part-time new hire progression scale and shall be given credit for part-time service on a two (2) month for one (1) month basis for the purpose of establishing a wage rate. They shall receive the minimum part-time rate for after (30) days and in addition shall receive twenty five (25¢) for each six (6) months of full time services to determine their part time rate. Thereafter they shall receive twenty five (25¢) cents for each six months of part-time services but in no event can they exceed the applicable top rate for part-time clerks on payroll as of April 1, 2007.

12.02 A full-time employee who is reclassified to part-time shall receive payment for earned and unused full time vacation. The employee shall receive, after one (1) year, part-time vacation benefits based upon the employee's total length of service.

12.03 A full-time employee who is reclassified to part-time shall receive part-time sick leave pro-rated for the balance of that sick leave year, based upon the employee's total length of service. Thereafter, the employee shall receive part-time sick leave based upon the employee's total length of service.

12.04 A full-time employee who is reclassified to part-time shall receive payment for earned and unused personal holidays.

12.05 Upon the reclassification of a full-time employee to part-time, the Employer shall make part-time contributions on behalf of the employee to the Welfare, Pension, and Legal Funds, beginning the first (1st) day of the month following such reclassification.

ARTICLE 13 - DISCHARGE

13.01 The Employer agrees not to discharge any employee who has been continuously employed for a period of more than thirty (30) days, except for good cause.

13.02 Violation of Employer rules, incompetency, dishonesty, drinking intoxicants during business hours, habitual absenteeism or lateness, insubordination, mishandling of Employer property or funds, violation of Employer 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 an employee under this article.

ARTICLE 14 - SENIORITY

14.01 Seniority rights of employees in layoffs and recalls shall prevail on a bargaining unit departmental basis. Layoffs shall be made in the inverse order of seniority, and recall shall be made in the order of seniority for a period of six (6) months only, and if employees are not recalled during the said six (6) month period, they shall thereafter be considered new employees if rehired.

14.02 Recalled employees shall have one (1) week after notice of recall within which to report for work, provided that they shall notify the Employer within forty-eight (48) hours after such notice that they will return, and if they fail to return or to give notice, they shall lose their seniority.

14.03 Employees who are recalled from a layoff shall be reemployed at the same point in the progression rate range at which they were laid off, if at the time of their layoff they were in the progression rate range, otherwise, at the same salary they had been receiving prior to their layoff. Employees, who have lost seniority, if rehired, shall be rehired as new employees at the minimum of the progression range.

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

14.05 In the event the employer closes a store, or stores the layoff or termination of employees covered by this Agreement occasioned thereby shall be accomplished on the basis of bargaining unit seniority in employment.

14.06 In no event shall the closing of any store, or stores owned and operated by the Employer, nor any transfer by the Employer of any employee from one store to another, in the bargaining unit, result in any loss of seniority rights, except in the case of termination of employment as provided for in this Agreement.

ARTICLE 15 - TRANSFERS

15.01 The Employer shall have the right to transfer any of its employees between departments and/or stores as business may require.

15.02 In the event an unusual increase in traveling expenses is incurred by an employee by the 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 an employee is transferred by reason of a store closing, a general layoff, or a promotion, the transfer shall not be considered under this provision.

15.03 Those employees who are transferred more than fifteen (15) miles from their assigned stores, in cases of temporary transfers, shall receive two (\$2.00 Dollars 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. Effective April 1, 2007 travel pay shall increase to five (\$5.00) dollars per day.

15.04 There shall be no travel pay if a transfer is voluntary.

15.05 The Employer will notify the Union and the employee in writing not less than one (1) week (Full-Time Employees) and three (3) days (Part-time Employees) prior to their being transferred. The Union shall be notified as soon as possible in the case of an emergency transfer.

ARTICLE 16 - PROMOTIONS

16.01 Wherever possible, promotions shall be made by seniority, but the Employer shall have the final decision as to whether the employee should be promoted.

ARTICLE 17 - MILITARY SERVICE

17.01 It is agreed that the Employer shall adhere to the reemployment provisions of the Military Service Act and any amendments thereto.

ARTICLE 18 - JURY DUTY

18.01 Employees 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 the 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.

18.02 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.

18.03 When an employee on jury duty has served five (5) days during the week, he shall not be required to work on Saturday.

ARTICLE 19 - SICK LEAVE

19.01 All regular full time employees shall after completing three (3) consecutive months of full time employment with the Employer shall be eligible to receive one (1) day paid sick leave (eight (8) hours pay per day) for each full month of employment to a maximum of four (4) days in the first calendar year of their employment, six (6) days sick leave (eight(8) hours pay per day) in the second calendar year of their employment and eight (8) days sick leave (eight (8) hours per day). In the third calendar year of their employment after the completion of three(3) years employment ten (10) days sick leave (eight (8) hours pay per day in each sick leave year.

19.02 At the end of each calendar year, full time employees shall be paid for any sick days which were earned and not taken, provided they are in the employ of the Employer in a full time capacity on the last day of each calendar year. Such unused sick leave must be paid within thirty (30) days after the completion of the calendar year.

19.03 Regular part time employees shall receive paid sick leave commencing with the first scheduled day's 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 employment to a maximum of four (4) days sixteen (16) hours.

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

Pay for unused sick leave at the end of three (3) years employment.

Regular part time employees hired on or after April 1, 2007 shall receive paid sick leave commencing with the first scheduled day's 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 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 three (3) years employment four (4) hours sick leave pay for each three (3) months of employment to a maximum of four (4) days sixteen (16) hours.

After four (4) years employment four (4) hours sick leave pay to a maximum of five (5) days twenty (20) hours per year.

19.04 A part time employee who has completed three (3) months service at the time of reclassification, and who is promoted to a full time position, shall be eligible for full time sick leave benefits immediately upon the promotion. Such employee shall receive no payment for unused sick leave earned as a part time employee.

19.05 Any employee covered by this Agreement who falsifies sick leave or who knowingly tries to collect sick leave under false pretenses, shall be liable to instant dismissal.

19.06 In the event of a permanent layoff, full time employees with six (6) or more consecutive months of service with the Employer will be paid fifty (50) percent of their earned unused sick leave.

19.07 In order to be eligible for sick leave, all employees must notify the Employer of their inability to report to work no later than two (2) hours prior to their scheduled starting time on the first (1st) day of absence, if able, and as often as reasonably possible thereafter if such illness extends beyond one (1) day.

19.08 Employees injured on the job and unable to complete his or her day's work, shall be paid for the day, full time eight (8) hours, part time (4) hours.

19.09 A Full time or part time employee, who retires from the Employer with a pension from the Pension Fund, shall be paid on a pro rata basis for all sick leave for which the employee is eligible but did not use.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Full Time and Part Time employees 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.

20.02 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.

20.03 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 purposes of progression increases, vacations and all other benefits required to be paid under this Agreement shall not be earned during said leaves.

20.04 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.

20.05 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.

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

FAMILY AND MEDICAL LEAVE ACT OF 1993

20.07 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 year.

ARTICLE 21 - DEATH IN FAMILY

21.01 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, child, brother, sister, spouse (including same sex marriages which have been recognized as legal in the state in which they were performed) or spouse's parent. Regular full time employees shall be entitled to one (1) day paid leave for a regularly scheduled work day lost to attend the funeral or memorial service of the employee's grandparent, grandchild, brother-in-law, sister-in-law, nephew or niece.

21.02 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. Regular part time employees shall be entitled to one (1) day 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.

21.03 Effective 9-26-2010, include in the definition of immediate family step parent, step child, foster child.

ARTICLE 22 - PROBATIONARY PERIOD

22.01 Newly hired employees, unless otherwise stated in the contract provided, shall be on a sixty (60) day probationary period. The Employer shall have the right to terminate the employment of any newly hired employee during said probationary period.

22.02 Clerks promoted to a Department Head classification shall receive an increase of Twenty (\$20.00) Dollars per week above the regular weekly wage for forty (40) hours, they were receiving at the time of such promotion or the difference between their then said regular weekly wage for forty (40) hours and the minimum wage for forty (40) hours then in effect in the Department Head classification to which they have been promoted, whichever is less. The increase shall be paid to such clerks during the probationary period of ninety (90) days, or until such probationary period is terminated by the Employer as herein provided, whichever first occurs. After the expiration of the ninety (90) days probationary period, (unless such probationary period is terminated by the Employer, as herein provided) the said clerks shall receive as their wage, the minimum regular weekly wage for the classification to which they have been promoted then in effect. In either of the two above instances, however, said increase shall not be less than Ten (\$10.00) Dollars above their previous regular weekly wage.

22.03 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.

22.04 When an employee is newly hired in a Department Head 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.

22.05 In the above instance that is in the case of a 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.

22.06 Any temporary or relief department head who has been in that capacity for ninety (90) days or more within the previous twelve (12) months, shall not be required to sustain any additional trial periods upon being made a regular department head.

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 - EMPLOYMENT OF MINORS

24.01 The Employer does hereby agree not to employ any minors which shall constitute a violation of any provisions of the State or Federal statutes in such cases made and provided.

ARTICLE 25 - ACCESS TO STORES

25.01 The Employer agrees to permit and authorize representatives of the Union to visit any of the Employer's places 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 26 - LAUNDRY AND EQUIPMENT

26.01 The Employer agrees to furnish to and 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 performances of an employee's duties.

ARTICLE 27 - GRIEVANCE PROCEDURE AND ARBITRATION

27.01 All disputes, differences or grievances arising out of the 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 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 provisions 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 28 - NO STRIKES - NO LOCKOUTS

28.01 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.

28.02 The Union, by its officers, shall promptly make every effort to prevent and 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.

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

ARTICLE 29 - STORE SIGNS

29.01 The Union shall furnish and the Employer shall display the U.F.C.W. International 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 30 - WELFARE PLAN

A. Full-time Employees

1. The Employer agrees to contribute the sum of \$1016.50 per month to the UFCW Local 1500 Welfare 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 next following the completion of such period.
2. The Employer shall continue to provide disability coverage for all full-time employees.
3. Effective October 1, 2014, monthly contributions to provide such benefits as may be determined by the Trustees shall be \$1087.66 per month.
4. In the event that, during the term of this agreement, higher contribution rates are negotiated in a collective bargaining agreement between the Union and another contributing employer to the Welfare Fund or the Trustees of the Welfare Fund determine, in good faith, that the contributions set forth above are insufficient to fund the Welfare Fund plans in effect on March 1, 2014 this agreement shall be reopened solely for the purpose of bargaining regarding an increase in the Welfare Fund contribution rates.

B. Part-time Employees:

1. The Employer agrees to contribute the sum of \$71.08 per month to the UFCW Local 1500 Welfare Fund on behalf of each regular part-time employee and \$291.65 on behalf of each special 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 periods.
2. Effective October 1, 2014, monthly contributions to provide such special part-time benefits as may be determined by the Trustees shall be \$312.07 per month. The regular part-time contribution shall be \$76.06 per month.
3. In the event the Employer is obligated to offer/provide additional health benefits to certain part-time associates 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 01/01/15, 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 associates. The weekly contribution for any associate who does not opt out of this plan shall be twenty (\$20.00) dollars.
4. Effective 03/01/14, the weekly contribution to the Fund for any such associate who has not opted out of the Special Part-Time plan is fifteen (\$15.00) dollars. Such employee contributions shall be deducted by the Employer and transmitted to the Fund with the

Employer contribution in accordance with the procedures established by the Welfare Fund Board of Trustees. There shall be no new entrants into the Special Part-Time Plan after 02/28/14.

5. In the event that, during the term of this agreement, higher contribution rates are negotiated in a collective bargaining agreement between the Union and another contributing employer to the Welfare Fund or the Trustees of the Welfare Fund determine, in good faith, that the contributions set forth above are insufficient to fund the Welfare Fund plans in effect on March 1, 2014 or the new plan for part-time associates working more than 30 hours per week, this agreement shall be reopened solely for the purpose of bargaining regarding an increase in the Welfare Fund contribution rates.

6. 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 31 - PENSION PLAN

A. Full-time Employees

1. The Employer agrees to contribute the sum of \$278.75 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 next following the completion of such period.

2. Effective January 1, 2014 monthly contributions to provide such benefits as may be determined by the Trustees shall be \$288.51 per month.

3. Effective January 1, 2015 monthly contributions to provide such benefits as may be determined by the Trustees shall be \$298.61 per month.

4. Effective January 1, 2016 monthly contributions to provide such benefits as may be determined by the Trustees shall be \$309.06 per month.

5. In the event that, during the term of this agreement, higher contribution rates are negotiated in a collective bargaining agreement between the Union and another contributing employer to the Pension Fund or the Trustees of the Pension Fund determine, in good faith, that the contributions set forth above are insufficient to fund the Pension Fund plan of benefits in effect on March 1, 2014, the Employer's contribution rates shall be increased to the same rate as agreed to in the collective bargaining agreement between the Union and the other contributing employer or as the Trustees determine, in good faith, is necessary to fund plan benefits.

B. Part-time Employees

1. The Employer agrees to contribute the sum of \$93.25 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 next following the completion of such period.

2. Effective January 1, 2014 monthly contributions to provide such benefits as may be determined by the Trustees shall be \$96.51 per month.

3. Effective January 1, 2015 monthly contributions to provide such benefits as may be determined by the Trustees shall be \$99.89 per month.

4. Effective January 1, 2016 monthly contributions to provide such benefits as may be determined by the Trustees shall be \$103.39 per month.

5. In the event that, during the term of this agreement, higher contribution rates are negotiated in a collective bargaining agreement between the Union and another contributing employer to the Pension Fund or the Trustees of the Pension Fund determine, in good faith, that the contributions set forth above are insufficient to fund the Pension Fund plan of benefits in effect on March 1, 2014, the Employer's contribution rates shall be increased to the same rate as agreed to in the collective bargaining agreement between the Union and the other contributing employer or as the Trustees determine, in good faith, is necessary to fund plan benefits.

C. The parties agree that contributions to the Pension Fund shall be deductible in full for the Employer's taxable year with respect to which the contribution is made. In the event that contributions required by this Article are not deductible, the parties agree that said contributions shall be suspended and the amount suspended shall be contributed to the Welfare Fund as an additional contribution. In the event that contributions required by this Article, which have been suspended, shall again become deductible, such contributions shall resume. The determination as to deductibility shall be based upon the annual actuarial valuation of the Fund.

ARTICLE 32 - LEGAL SERVICES PLAN

A. Full-time Employees

1. 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

1. 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 part-time employee covered by the Agreement who has completed six (6) months of service with the Employer. Contributions shall begin on the first (1st) day of the month following the completion of such period.

ARTICLE 33 - PROVISIONS APPLICABLE TO ALL FUNDS

A. 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 employees continue without interruption on a full-time basis after the summer, the Employer shall pay as though there was no relief.

B. 1. 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.

2. 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 the 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.

3. The Employer agrees that if it is delinquent in the payment of contributions to the Welfare Fund, to the extent that the Trustees have cancelled 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.

4. 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 there under. The Trustees have assumed all responsibility for the administration of the Plans, and the Employer shall have no responsibility, except as herein provided.

5. 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.

6. 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.

7. 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.

C. In the case of any employee's illness or injury, contributions to the Welfare Fund the Pension Fund, and the Legal Services Fund shall be made

for a period not to exceed three (3) months of absence 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.

D. 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 Medical Leave Act (FMLA), 29 U.S.C. §2601. 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. §2614 (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. §2614 (c) (1).

E. The Employer shall make contributions to the Pension Fund on behalf of each employee who qualifies, pursuant to 38 U.S.C. §§4312 and 4318, for Future Pension Service due to a period of military service. The Employer shall also make contributions to the Pension Fund on behalf of each former employee who qualifies, pursuant to 38 U.S.C. §§4312 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 Employer's contribution rate in effect during each month of military service to which such 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. §4312, with another contributing employer to the Pension Fund.

ARTICLE 34 - SHOP STEWARDS

34.01 The Employer recognizes the right of the Union to have one (1) full time shop steward and one (1) part time shop steward in each store.

34.02 The full time shop steward in each store shall not be transferred without prior notice to and discussion with the Union.

34.03 The Union will provide the Employer with a list of the names of its authorized business representatives and shop stewards and will keep said list current.

34.04 The Employer will, with adequate notice, arrange for one (1) full time shop steward from each store to have the same scheduled day off once each year, with eight (8) hours pay, for the purpose of attending the Union's shop steward seminar.

34.05 Shop stewards shall not handle grievances and shall not interfere with the operation of the Employer's business, and shall not cause or engage directly or indirectly in any unauthorized strikes, work stoppages, slow-downs, or job actions.

ARTICLE 35 - LIE DETECTOR TEST

35.01 Employees shall not be required to take lie detector tests.

ARTICLE 36 - WAGES AND WAGE PROGRESSIONS

A. DEPARTMENT MANAGERS

1. Department Managers: Grocery Manager, Produce Manager, Dairy Manager, Non-Foods Manager, Bakery Manager, Front-End (Customer Service) Manager.

WEEKLY ACROSS-THE-BOARD INCREASES AND WAGE PROGRESSIONS FOR ALL DEPARTMENT MANAGERS ON PAYROLL AS OF March 29, 2014:

Across-the-board weekly wage increases for all department managers on the payroll as of March 29, 2014:

Effective: 03/30/14	12/28/14	9/27/15	06/26/16
\$12	\$14	\$16	\$18

2. All Department Managers hired or appointed on or before March 29, 2014 shall receive an increase in the amount necessary to bring their rate to \$1,230 per week effective 11/5/16.

3. Effective April 1, 2007, any employee hired or promoted to the position of Night Crew Head Clerk or Frozen Food Head Clerk shall not be considered department managers. They shall receive their regular rate of pay or fifteen (\$15.00) dollars an hour or whichever is greater and in addition shall receive a premium of twenty-five (\$25.00) dollars per week.

4. Regardless of rate of hire, newly hired department managers in any event shall receive an increase of ten (\$10.00) dollars after 30 days employment, and thereafter the following schedule as listed below:

Effective: 03/30/14	12/28/14	9/27/15	06/26/16
\$1,147	\$1,161	\$1,177	\$1,195

Effective May 27, 2014, newly hired or appointed Department Managers, except where provided for by Article 11 of this agreement, shall receive 70% of the applicable Department Manager's rate of pay for the first six (6) months of their appointment and thereafter shall receive 80% of the applicable Department Manager's rate of pay for the second six (6) months of their appointment and thereafter shall receive 90% of the applicable Department Manager's rate of pay for the third six (6) months of their appointment and, in any case, shall receive a minimum of the appropriate minimum Department Manager's weekly wage rate at the completion of eighteen (18) months.

In the event that a newly appointed Department Manager's current clerk rate is higher than the prescribed Department Manager's interim rate, that employee's rate shall be established as the rate within the Department Manager's 18-month progression that is higher than the employee's clerk rate and shall thereafter increase as described in the above paragraph.

B. DEPARTMENT HEAD RELIEF PREMIUM:

Full-time employees who have relieved a Department Head in the past shall be entitled to \$865.00 per week (Former SRS only). Those that have not relieved a Department Head prior to 1/18/04 and those newly assigned to Relief Department Heads shall be entitled to \$775.00 per week. The \$775.00 rate shall increase to \$825.00 per week effective 6/20/04. If employees that

relieve make at or above these rates, they shall receive a premium of \$10.00 per week.

**WEEKLY ACROSS-THE-BOARD INCREASES AND
WAGE PROGRESSIONS FOR FULL-TIME CLERKS & PORTERS
ON PAYROLL AS OF March 29, 2014:**

Effective: 03/30/14 12/28/14 9/27/15 06/26/16
 \$12 \$14 \$16 \$18

Full-Time Clerks & Porters

	3/30/14	12/28/14	9/27/15	6/26/16	11/5/16
Base Rate					
as of	\$0.30	\$0.35	\$0.40	\$0.45	
03/29/14					
& Over					
\$26.75	\$27.05	\$27.40	\$27.80	\$28.25	
\$26.13	\$26.43	\$26.78	\$27.18	\$27.63	\$27.80
\$26.00	\$26.30	\$26.65	\$27.05	\$27.50	\$27.65
\$25.00	\$25.30	\$25.65	\$26.05	\$26.50	\$26.65
\$24.38	\$24.68	\$25.03	\$25.43	\$25.88	\$26.00
\$23.63	\$23.93	\$24.28	\$24.68	\$25.13	\$25.25
\$22.50	\$22.80	\$23.15	\$23.55	\$24.00	\$24.15
\$22.00	\$22.30	\$22.65	\$23.05	\$23.50	\$23.65
\$21.50	\$21.80	\$22.15	\$22.55	\$23.00	\$23.15
\$20.88	\$21.18	\$21.53	\$21.93	\$22.38	\$22.50
\$19.50	\$19.80	\$20.15	\$20.55	\$21.00	\$21.15
\$19.00	\$19.30	\$19.65	\$20.05	\$20.50	\$20.65
\$18.13	\$18.43	\$18.78	\$19.18	\$19.63	\$19.80
\$17.75	\$18.05	\$18.40	\$18.80	\$19.25	\$19.40
\$16.50	\$16.80	\$17.15	\$17.55	\$18.00	\$18.15
\$14.75	\$15.05	\$15.40	\$15.80	\$16.25	\$16.40

**WAGE PROGRESSIONS FOR FULL TIME CLERKS & PORTERS
HIRED ON OR AFTER MARCH 30, 2014**

After Thirty Days.....\$490.00

Regardless of rate of hire, newly hired full-time clerks & porters in any event shall receive an increase of ten (\$10) dollars after 30 days employment, and thereafter ten dollars (\$10) in accordance with the schedule for semi-annual increases.

Full-time clerks hired on or after March 30th, 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 as a result of reclassification from full time to part time, shall be eligible to receive the across-the-board increases on December 28th, 2014, September 27th, 2015 & June 26th, 2016 if applicable, provided that in no event shall such employee exceed the top clerks' rate of pay.

All new full-time clerks hired at or above the minimum thirty (30) days rate, in any event, shall receive a minimum wage increase of ten (\$10.00) Dollars after thirty (30) days employment and thereafter they shall receive an additional increase of twenty (\$20) dollars after the completion of each six (6) months employment from date of hire.

HOURLY ACROSS-THE-BOARD INCREASES & WAGE PROGRESSIONS FOR PT CLERKS, COURTESY CLERKS & PORTERS HIRED BEFORE 4/1/2007:

Effective:	3/30/14	12/28/14	9/27/15	6/26/16
	\$0.20	\$0.30	\$0.35	\$0.35

Wage Progressions:

PT Clerks Hired Before 4/1/07

	03/30/14	12/28/14	9/27/15	06/26/16	11/05/16
Base Rate as of 03/29/14 & Over	\$0.20	\$0.30	\$0.35	\$0.35	
\$17.00	\$17.20	\$17.50	\$17.85	\$18.20	
\$15.45	\$15.65	\$15.95	\$16.30	\$16.65	\$16.75
\$15.15	\$15.35	\$15.65	\$16.00	\$16.35	\$16.50
\$15.00	\$15.20	\$15.50	\$15.85	\$16.20	\$16.30
\$14.65	\$14.85	\$15.15	\$15.50	\$15.85	\$16.00
\$14.35	\$14.55	\$14.85	\$15.20	\$15.55	\$15.75
\$14.10	\$14.30	\$14.60	\$14.95	\$15.30	\$15.50
\$13.65	\$13.85	\$14.15	\$14.50	\$14.85	\$15.00
\$13.40	\$13.60	\$13.90	\$14.25	\$14.60	\$14.75
\$13.25	\$13.45	\$13.75	\$14.10	\$14.45	\$14.60
\$13.00	\$13.20	\$13.50	\$13.85	\$14.20	\$14.30
\$12.65	\$12.85	\$13.15	\$13.50	\$13.85	\$14.00
\$12.15	\$12.35	\$12.65	\$13.00	\$13.35	\$13.50
\$11.65	\$11.85	\$12.15	\$12.50	\$12.85	\$13.00
\$11.40	\$11.60	\$11.90	\$12.25	\$12.60	\$12.75
\$11.15	\$11.35	\$11.65	\$12.00	\$12.35	\$12.50
\$11.10	\$11.30	\$11.60	\$11.95	\$12.30	\$12.50
\$10.90	\$11.10	\$11.40	\$11.75	\$12.10	\$12.25
\$10.65	\$10.85	\$11.15	\$11.50	\$11.85	\$12.00
\$10.50	\$10.70	\$11.00	\$11.35	\$11.70	\$11.85
\$10.35	\$10.55	\$10.85	\$11.20	\$11.55	\$11.75
\$10.20	\$10.40	\$10.70	\$11.05	\$11.40	\$11.50
\$10.00	\$10.20	\$10.50	\$10.85	\$11.20	\$11.35
\$9.65	\$9.85	\$10.15	\$10.50	\$10.85	\$11.00
\$9.40	\$9.60	\$9.90	\$10.25	\$10.60	\$10.80
\$9.10	\$9.30	\$9.60	\$9.95	\$10.30	\$10.50
\$8.90	\$9.10	\$9.40	\$9.75	\$10.10	\$10.25
\$8.65	\$8.85	\$9.15	\$9.50	\$9.85	\$10.00
\$8.40	\$8.60	\$8.90	\$9.15	\$9.40	\$9.55

HOURLY ACROSS-THE-BOARD INCREASES AND WAGE PROGRESSIONS FOR PT CLERKS, COURTESY CLERKS & PORTERS HIRED ON OR AFTER 4/1/2007:

Effective:	03/30/14	12/28/14	9/27/15	06/26/16
	\$0.20	\$0.25	\$0.30	\$0.30

All courtesy clerks and porters at or above the top rate for their progressions shall be eligible for the referenced general wage increases. Part-time employees below the minimum wage on the date of the increase will receive the new minimum wage or the across the board increase, whichever is greater.

**PT Clerks Hired on or after 04/01/07
& All PT Courtesy Clerks & Porters**

	3/30/13	1/1/14	12/28/14	1/1/15	9/27/15	1/1/16	6/26/16	11/05/16
Base Rate								
as of	\$0.20	Minimum	\$0.25	Minimum	\$0.30	Minimum	\$0.30	
03/29/14		Wage		Wage		Wage		
\$14.00	\$14.20	\$14.20	\$14.45	\$14.45	\$14.75	\$14.75	\$15.05	\$15.20
\$12.60	\$12.80	\$12.80	\$13.05	\$13.05	\$13.35	\$13.35	\$13.65	\$13.80
\$12.00	\$12.20	\$12.20	\$12.45	\$12.45	\$12.75	\$12.75	\$13.05	\$13.20
\$11.85	\$12.05	\$12.05	\$12.30	\$12.30	\$12.60	\$12.60	\$12.90	\$13.05
\$11.70	\$11.90	\$11.90	\$12.15	\$12.15	\$12.45	\$12.45	\$12.75	\$12.90
\$11.25	\$11.45	\$11.45	\$11.70	\$11.70	\$12.00	\$12.00	\$12.30	\$12.45
\$10.85	\$11.05	\$11.05	\$11.30	\$11.30	\$11.60	\$11.60	\$11.90	\$12.05
\$10.00	\$10.20	\$10.20	\$10.45	\$10.45	\$10.75	\$10.75	\$11.05	\$11.20
\$9.85	\$10.05	\$10.05	\$10.30	\$10.30	\$10.60	\$10.60	\$10.90	\$11.05
\$9.70	\$9.90	\$9.90	\$10.15	\$10.15	\$10.45	\$10.45	\$10.75	\$10.90
\$9.50	\$9.70	\$9.70	\$9.95	\$9.95	\$10.25	\$10.25	\$10.55	\$10.70
\$9.40	\$9.60	\$9.60	\$9.85	\$9.85	\$10.15	\$10.15	\$10.45	\$10.60
\$9.25	\$9.45	\$9.45	\$9.70	\$9.70	\$10.00	\$10.00	\$10.30	\$10.45
\$9.10	\$9.30	\$9.30	\$9.55	\$9.55	\$9.85	\$9.85	\$10.15	\$10.30
\$8.90	\$9.10	\$9.10	\$9.35	\$9.35	\$9.65	\$9.65	\$9.95	\$10.10
\$8.75	\$8.95	\$8.95	\$9.20	\$9.20	\$9.50	\$9.50	\$9.80	\$9.95
\$8.70	\$8.90	\$8.90	\$9.15	\$9.15	\$9.45	\$9.45	\$9.75	\$9.95
\$8.65	\$8.85	\$8.85	\$9.10	\$9.10	\$9.40	\$9.40	\$9.70	\$9.95
\$8.50	\$8.70	\$8.70	\$8.95	\$9.00	\$9.25	\$9.25	\$9.55	\$9.70
\$8.40	\$8.60	\$8.60	\$8.85	\$9.00	\$9.15	\$9.25	\$9.45	\$9.60
\$8.35	\$8.55	\$8.55	\$8.80	\$9.00	\$9.10	\$9.25	\$9.40	\$9.60
\$8.25	\$8.45	\$8.45	\$8.70	\$9.00	\$9.00	\$9.25	\$9.30	\$9.45
\$8.20	\$8.40	\$8.40	\$8.65	\$9.00	\$9.00	\$9.25	\$9.30	\$9.45
\$8.10	\$8.30	\$8.30	\$8.55	\$9.00	\$9.00	\$9.25	\$9.30	\$9.45
\$8.05	\$8.25	\$8.25	\$8.50	\$9.00	\$9.00	\$9.25	\$9.30	\$9.45
\$8.00	\$8.20	\$8.25	\$8.45	\$9.00	\$9.00	\$9.25	\$9.30	\$9.45
\$7.95	\$8.15	\$8.25	\$8.40	\$9.00	\$9.00	\$9.25	\$9.30	\$9.45
\$7.90	\$8.10	\$8.25	\$8.35	\$9.00	\$9.00	\$9.25	\$9.30	\$9.45
\$7.80	\$8.00	\$8.25	\$8.25	\$9.00	\$9.00	\$9.25	\$9.30	\$9.45
\$7.75	\$7.95	\$8.25	\$8.25	\$9.00	\$9.00	\$9.25	\$9.30	\$9.45
\$7.70	\$7.90	\$8.25	\$8.25	\$9.00	\$9.00	\$9.25	\$9.30	\$9.45
\$7.65	\$7.85	\$8.25	\$8.25	\$9.00	\$9.00	\$9.25	\$9.30	\$9.45
\$7.50	\$7.70	\$8.25	\$8.25	\$9.00	\$9.00	\$9.25	\$9.30	\$9.40
\$7.40	\$7.60	\$8.25	\$8.25	\$9.00	\$9.00	\$9.25	\$9.30	\$9.40
\$7.25	\$7.45	\$8.25	\$8.25	\$9.00	\$9.00	\$9.25	\$9.30	\$9.40

**WAGE PROGRESSIONS FOR PART-TIME CLERKS & PORTERS
HIRED ON OR AFTER MARCH 30, 2014**

Effective:	11/03/13	01/01/14	01/01/15	01/01/16
After 30 Days	\$7.50	\$8.25	\$9.00	\$9.25

Regardless of rate of hire newly hired part-time clerks in any event shall receive an increase of twenty-five (25¢) cents per hour after 30 days employment, and thereafter fifteen (15¢) cents per hour every 6 months from date of hire.

Part time clerks hired on or after March 30th, 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 as a result of reclassification from full time to part time, shall be eligible to receive the across-the-board increases on December 28th, 2014, September 27th, 2015 & June 26th, 2016 if applicable, provided that in no event shall such employee exceed the top clerks rate of pay.

36.05 The following classified employees shall earn the following weekly premiums, above their established clerk rates:

- | | |
|----------------------------|------------------|
| a. Scanning Coordinator | \$25.00 per week |
| b. Head Bookkeeper | \$25.00 per week |
| c. Horticulture Head Clerk | \$10.00 per week |
| d. CGO Coordinator | \$25.00 per week |

36.06 Courtesy Clerks – In stores with a sales volume of \$300,000 per week or more:

**WAGE PROGRESSIONS FOR PART-TIME COURTESY CLERKS
HIRED ON OR AFTER MARCH 30, 2014**

Effective:	01/01/14	01/01/15	01/01/16
After 30 Days	\$8.25	\$9.00	\$9.25

Then fifteen (15¢) cents per hour after the completion of each six (6) months of employment from date of hire.

Part time Courtesy Clerks hired on or after March 30th, 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 as a result of reclassification from full time to part time, shall be eligible to receive the across-the-board increases on December 28th, 2014, September 27th, 2015 & June 26th, 2016 if applicable.

All new Part Time Courtesy Clerks hired at or above the minimum rate, in any event, shall receive a minimum wage increase of fifteen (15¢) cents per hour after thirty (30) days employment and thereafter they shall receive an additional increase of fifteen (15¢) cents after the completion of each six (6) months of employment from date of hire.

Duties of Courtesy Clerks - Will be limited to bagging, collecting shopping carts, cleaning around check stands, sweeping, replenishing bags, stocking magazines, candy and soda by check stands, displays by check stands and putting away overstock and throwbacks, and emptying bottle machines.

36.07 The former SRS employees shall be hired at the minimum starting rate set forth in the collective bargaining agreement, except as otherwise agreed. Thereafter, they shall receive all applicable progression increases. Any employee hired above the minimum rate who previously has received the thirty (30) day progression increase shall not receive a second such increase, but shall receive the appropriate six (6) month increase and the applicable progression increases thereafter:

36.08 In the event of an increase in the Federal or State Minimum Wage Rates, the thirty (30) day rate for newly hired part time employees shall be a minimum of twenty-five (25¢) cents per hour above the new Federal or State Minimum Wage.

36.09 FULL TIME PHARMACIST On payroll as of March 29, 2014:

**WEEKLY ACROSS-THE-BOARD INCREASES
AND WAGE PROGRESSIONS FOR PHARMACISTS
ON PAYROLL AS OF March 29, 2014:**

	03/30/14	12/28/14	09/27/15
Supervising Pharmacists	\$25 per week	\$25 per week	\$25 per week
Staff Pharmacists	\$25 per week	\$25 per week	\$25 per week
Part Time Pharmacists	\$25 per week	\$25 per week	\$25 per week

**MINIMUM WAGE RATES FOR FULL TIME PHARMACISTS
hired on or after March 30, 2014:**

	03/30/14	12/28/14	09/27/15
Supervising Pharmacists	\$58.50 per hour	\$59.50 per hour	\$60.50 per hour
Staff Pharmacists	\$56.00 per hour	\$57.00 per hour	\$58.00 per hour

Any full time Pharmacist hired at or above these minimum rates shall receive an increase of twenty (\$20) dollars after thirty (30) days employment and thereafter shall receive the subsequent general wage increases provided for Pharmacists on payroll as of March 29, 2014.

**MINIMUM WAGE RATES FOR PART TIME PHARMACISTS
Hired on or after March 30, 2014:**

	03/30/14	12/28/14	09/27/15
Staff Pharmacists	\$56.00 per hour	\$57.00 per hour	\$58.00 per hour

Any part time Pharmacists hired at or above these minimum rates shall receive fifty (50¢) cents per hour after thirty (30) days and thereafter shall receive the subsequent general wage increases for part time pharmacists on payroll as of March 29, 2014.

Supervising Pharmacist to receive a thirty (\$30) dollar premium per week.

The Employer shall have the right to revise these rates upward, if the Employer believes this is necessary to meet competitive conditions.

ARTICLE 37 - SCHOLARSHIP FUND

37.01 Effective on June 1, 2014 and on June 1, 2015, the Employer shall contribute a lump sum payment of \$1,200.00 to the UFCW Local 1500 Scholarship Fund.

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 - SUCCESSOR AND ASSIGNS

39.01 This Agreement shall bind and inure to the benefit of the Employer, it's successors and assigns, and to the Union, their successors and assigns, and shall include all bargaining unit stores now owned, operated, conducted or maintained by the Employer, its successors, assigns or agents.

ARTICLE 40 - TERM OF AGREEMENT

40.01 This agreement shall be effective as of March 30, 2014 and shall continue in full force and effect until midnight, the thirty-first (31st) day of December 2016, 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 the duly authorized and legal representatives of the Employer and the Union.

BUONADONNA SHOPRITE LCC,
DBA SHOPRITE OF BAYSHORE

UFCW LOCAL 1500

BY 

BY 

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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



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**