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AGREEMENT

BETWEEN

WILD BY NATURE CO. INC.

and



INTERNATIONAL UNION, AFL-CIO, CLC

Effective Date: May 4, 2014  
Expiration Date: May 7, 2016

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Agreement by and between made this 6th day of May 2014, 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 **WILD BY NATURE 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 the exclusive bargaining representative for its Store Employees, both Full Time and regular Part Time Employees, exclusive of Store Managers, Assistant Store Managers, Two (2) Co-Assistant Managers, Supervisors, Produce Coordinator, Chef Coordinator, Controller and Meat and Seafood Department Employees in all of its stores wherever located in the future.

01.02 A full time employee is an employee who regularly works for the Employer thirty-two (32) or more hours per week. A regular part time employee is an employee, who regularly works for the Employer less than thirty-two (32) 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 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 - CHECK-OFF**

03.01 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.

03.02 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.

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 the necessary authorized deduction 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, lay off, recall, promote, demote, discharge for good cause, discipline 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 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.

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 for full time employees shall be forty (40) hours per week, maximum ten (10) hours per day, minimum of six (6) hours per day, exclusive of meal periods consisting of no more than five (5) days.

05.02 Scheduling of Employees' starting and stopping time before store's opening hour and after store's closing hour will be permitted for the purpose of checking out and servicing customers.

05.03 The Company shall post no 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, then this employee's schedule shall be posted not later than 3:00 P.M. on Friday. In case of an 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 Employees 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 A part time employee who works on the sixth (6th) day in a work week, excluding Sunday, 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.

06.03 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 full time employees shall be thirty-two (32) hours per week. Any time worked in excess of said number of hours shall be paid at the overtime rate of pay as herein provided.

06.04 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 The employer agrees to pay a premium of \$30.00 per week for weeks worked to a full time clerk designated as a lead clerk in the Deli, Produce and Bakery Departments.

07.02 Clerks assigned to relieve the lead clerk for a week or more shall receive the \$30.00 per week premium.

07.03 The employer agrees to a premium of \$20.00 per week to full time clerks designated as Head Bookkeepers.

Effective 11/4/12 part-time employees qualified and assigned to the responsibility of part time bookkeeper shall receive fifteen cents (\$.15) per hour above their regular hourly base rate.

07.04 Clerks assigned to hold keys shall receive a premium of \$2.00 per day.

07.05 The employer agrees to a premium of \$20.00 per week to full time clerks designated as Nutritionist Clerks.

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

#### **ARTICLE 8A - HOLIDAYS**

08A.01 Any full time employee who works on Holidays shall be scheduled for eight (8) hours work providing that the store is open for eight (8) hours and further provided the employee is available to work eight (8) hours. In the event that the store is open for less than eight hours, such full time employees shall be scheduled for the hours that the store is open.

08A.02 Full time employees shall be given a reasonable opportunity to work on Holidays on a rotating seniority basis when the store is open for business.

08A.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.

#### **HOLIDAYS - FULL TIME EMPLOYEES**

08A.04 All full time employees hired prior to May 4, 1997, covered by this Agreement and who qualify, shall receive the following legal holidays with pay:

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

08A.05 In addition to the holidays listed above, full time employees hired prior to May 4, 1997 shall receive the following personal holidays:

In the first 6 months	Two (2) personal days
The following 6 months	Three (3) additional personal days

08A.06 All full time employees hired on or after May 4, 1997 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 (if registered voter)
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	

08A.07 In addition to the holidays listed above, full time employees hired on or after May 4, 1997 shall receive the following personal holidays:

After 1 year of service	One (1) personal day
After 2 years of service	One (1) additional personal day Plus birthday as a holiday
After 3 years of service	One (1) additional personal day Plus anniversary day as a holiday

Effective October 31, 2010 full time who have completed five or more years of service shall receive an additional personal day

08A.08 Full time employees who work on any of the above-named legal 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.

08A.09 Only regularly scheduled workdays 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.

08A.10 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 holiday in any one-week.

08A.11 In assigning personal holidays the Employer shall take into consideration, besides other factors, the convenience of the employee.

08A.12 Personal holidays for all employees are to be assigned and taken; otherwise they shall be paid for at the end of each contract year, providing that the employee is in the employ of the Employer at such time.

08A.13 Any part time employee hired on or after May 4, 1997 who converts to full time has to complete the year length of service before they qualify for their respective personal holiday for the first year, then they would qualify for the additional personal holidays as described in Article 08A.07.

08A.14 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.

08A.15 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.

08A.16 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.

**HOLIDAYS - PART TIME EMPLOYEES**

08A.17 Part time employees covered by this Agreement, who have completed four (4) or more consecutive months of 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	Presidential Election Day (if registered voter)
Memorial Day	Thanksgiving Day
Fourth of July	Christmas Day
Labor Day	

08A.18 In addition to the holidays listed above part time employees shall receive the following personal holidays:

After one (1) year of service	One (1) personal holiday
After two (2) years of service	One (1) additional personal holiday, which is the employee's birthday
After three (3) years of service	One (1) additional personal holiday, which is the employee's anniversary date

08A.19 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.

08A.20 Any part time employee who works on Holidays shall be scheduled for four (4) hours work provided the employee is available to work four (4) hours.

08A.21 Part time employees who work on any of the above-named legal 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.

08A.22 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.

### ARTICLE 8B - SUNDAYS

08B.01 Full time employees shall be given a reasonable opportunity to work on Sundays on a rotating seniority basis when the store is open for business.

08B.02 All employees who work on Sundays shall be scheduled for four (4) hours work provided the employee is available to work four (4) hours. If the Employer is unable to staff the store or department on a Sunday, the Employer shall have the right to require employees to work in inverse order of seniority to meet the necessary scheduling requirements.

08B.03 Eligible employees who work on Sunday shall be paid at time and one half their regular straight rate of pay for all hours worked on Sunday including premiums.

08B.04 Part time employees hired on or after July 8, 2010 shall receive straight time for the 1st twelve (12) months of employment for all hours worked on Sundays, which shall not be considered part of the regular work-week; they shall then receive a two (\$2) premium through twenty-four months. Upon completion of twenty-four months of employment, the employee shall receive time and one half their hourly rate of pay for all hours worked on Sundays

### ARTICLE 9 - VACATIONS

#### FULL TIME

09.01 Regular full time employees hired prior to May 4, 1997 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 may be taken after six (6) months.

09.02 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.

09.03 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. 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.

09.04 Regular full time and part time employees hired or converted on or after May 4, 1997 shall receive:

One (1) week	after twelve (12) months of employment
Two (2) weeks	after two (2) years of employment
Three (3) weeks	after seven (7) years of employment
Four (4) weeks	after ten (10) years of employment

09.05 All full time employees laid off by the Employer 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.

09.06 Job classification premiums are to be included in vacation pay, for full

time employees only. The employer agrees to issue separate checks for vacation pay.

09.07 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 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.

### PART TIME

09.08 Regular part time employees who have been consecutively employed by the Employer for twelve (12) 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	(20) hours
Two (2) years	Forty	(40) hours
Seven (7) years	Seventy-Five	(75) hours
Ten (10) years	One Hundred	(100) hours

09.09 Regular part time employees hired on or after November 2, 2008 who have consecutively been employed for twelve (12) 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	(20) hours
Two (2) years	Twenty	(20) hours
Three (3) years	Forty	(40) hours
Seven (7) years	Seventy-five	(75) hours
Ten (1) years	One Hundred	(100) hours

09.10 Employees who do not meet the 800-hour requirement during the year shall receive vacation pay 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.

09.11 A part time employee with at least twelve (12) months continuous service shall, when permanently promoted to full time employment, receive a vacation entitlement computed on the basis of half-time credit from last starting date of continuous regular part time employment, after first full year of full time employment.

09.12 The part time personal time and 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.

09.13 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.

09.14 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.

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

## **ARTICLE 10 - FULL TIME OR PART TIME DISCHARGE**

10.01 The Employer agrees not to discharge an Employee who has been continuously employed for a period of more than sixty (60) days, except for good cause.

10.02 Violation of Company rules, incompetence, 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 an 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 Wild by Nature 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 departments and/or 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 expenses 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 provisions 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 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.

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, they shall not be required to work on Saturday.

15.03 Part time employees after ninety (90) days of employment shall be entitled to paid jury duty leave for the actual time lost, as set forth on the employees weekly work schedule and in the case of jury duty will be paid as provided for regular full time employees on a pro rata basis.

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

16A.01 Regular full time employees shall after completing six (6) months of full time employment with the employer shall be eligible to receive in a sick leave (May 1st to April 30th) year paid sick leave eight (8) hours per day for days that they are absent due to illness as follows:

After six months of service	one (1) paid sick day (eight (8) hours) for each full month to a maximum of three (3) days.
2nd sick leave year	four (4) paid sick days (eight (8) hours per day)
3rd sick leave year	six (6) paid sick days (eight (8) hours per day)
4th sick leave year	seven (7) paid sick days (eight (8) hours per day)

16A.02 All unused sick time shall be paid within thirty (30) days after the anniversary date of the sick leave (May 1st to April 30th) year.

16A.03 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.

16A.04 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 employees hired prior to November 2, 2008 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 service - four (4) hours sick leave for each four- (4) months of employment to a maximum of three (3) days (12 hours per year).

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

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

16B.02 Regular part time employees hired on or after November 2, 2008 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 service - four (4) hours sick leave for each four - (4) months of employment to a maximum of three (3) days (12 hours per year).

After two (2) years of continuous service - four (4) hours sick leave for each four - (4) months of employment to a maximum of three (3) days (12 hours per year).

After three (3) years of continuous service - four (4) hours sick leave for each three (3) months of employment to a maximum of four (4) days (16 hours per year).

After four (4) years of continuous service - five (5) scheduled days (maximum 20 hours per week).

Part time employees, after three (3) years of continuous service, shall be paid for unused sick days. Such payment shall be made on a pro-rata basis the first time that a part time employee becomes eligible.

16B.03 All part time employees converted to full time and who have worked continuously for six (6) months shall be entitled to one (1) sick leave day for each month in a sick leave year with a maximum of hours as listed in 16A.01

16B.04 In order to be eligible for the above sick leave, the full time and part time employees, 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.05 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.06 In the event of permanent layoff of an 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.

16B.07 The sick leave year shall commence on the following dates for all eligible employees: April 27, 2014, April 26, 2015 and April 24, 2016.

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

17.01 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.

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.

17.05 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.

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

### **ARTICLE 17B - FAMILY AND MEDICAL LEAVE ACT OF 1993**

17B.01 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.

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

18.01 Regular full time employees, after ninety (90) 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 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 or grandchild.

18.02 Part time employees after ninety (90) 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 rata for actual time lost on an 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 One half hour shall be taken for lunch.

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

20.01 Full time employees and regular part time employees shall receive a fifteen (15) minute rest period for each four (4) hours worked which shall be considered as working time, except as provided in Article 29.

20.02 Full time employees assigned to work ten (10) hour shifts 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 Newly hired employees, unless otherwise in the Contract provided, shall 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. 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 extended to ninety (90) days from date of employment.

21.02 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.

#### **ARTICLE 22 - RECLASSIFICATION**

22.01 A full time employee who is reclassified to part time shall be placed on the new hire part time progression scale and shall, for wage rate purposes, be given credit for his/her service on a two (2) month for one (1) month basis. They shall receive the minimum part time rate for (30) days and in addition, shall receive twenty-five (\$.25) cents for each six (6) months of full time service to determine their part time rate. Thereafter, they shall receive twenty-five (\$.25) cents for each six months of part time service; in no event can they exceed the top maximum applicable rate for new part time clerks on payroll as of date of conversion.

22.02 A full time employee who is reclassified to part time shall at that time receive payment for earned full time vacation and full time personal time and one (1) year later shall receive vacation based upon the part time vacation schedule taking into account the employee's total length of service.

22.03 All regular part time employees covered under this Agreement shall, for the purpose of computing length of service requirements to fall into the

full time progression rate range, receive credit computed on the basis of half-time (1/2) credit for the length of continuous service rendered by them as regular part time employees upon appointment to permanent full time work. They shall receive the minimum full time rate for after thirty (30) 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 twenty (\$20) dollars for each six (6) months of full time service, but in no event can they exceed the top maximum applicable rate of pay for new full time clerks on payroll as of date of conversion.

22.04 A part time employee who is reclassified to full time shall at that time receive payment for earned part time vacation and part time personal time and one (1) year later shall receive vacation based upon the full time vacation schedule see 09.04 taking into account the employee's total length of service.

22.05 A full time employee 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.

22.06 A part time employee who is reclassified to full time, shall be eligible for full time sick leave, less sick time used if any as a part timer, for the balance of that sick leave year, based on the employees total length of service.

22.07 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 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 25 - LAUNDRY AND EQUIPMENT**

25.01 Employees will be responsible to maintain and clean uniforms that they are supplied with the exception of coats, white uniforms and aprons used in the deli, bakery and produce departments. The employer agrees to furnish and maintain 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**

26.01 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:

26.02 Within two (2) calendar weeks of the occurrence of such dispute, dif-

ference or grievance, authorized representatives of the Union and the Employer shall, in good faith, endeavor to adjust such dispute, difference or grievance.

26.03 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.

26.04 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.

26.05 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 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 employees hired on or before 01/01/10, except those who are available on a limited basis, such as Friday nights and/or Saturdays, only, will be scheduled for no less than eighteen (18) hours per week and four (4) hours per day, provided they are able to work eighteen (18) 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.

Grievances involving this minimum shall not be subject to a retroactive remedy.

Part Time employees hired after 01/01/10, 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 able 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.

28.02 Regular part time employees 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 greater.

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.

28.04 Part time employees hired on or after May 4, 2014 shall receive the minimum full time rate for those hours and only those hours worked in excess of thirty-two (32) regular hours per week.

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

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

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 part time employee will 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 AND BULLETIN BOARDS**

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.

30.02 The employer shall supply the Union with a bulletin board to be displayed in each store in an agreed upon area.

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

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

31A.01 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 following the completion of such period.

31A.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:

October 1, 2014:	\$1087.66
October 1, 2015:	\$1163.80

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

31B.01 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 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.

31B.02 The Employer agrees to contribute the sum of \$291.65 per month to the UFCW Local 1500 Welfare Fund on behalf of each special part time employee covered by this agreement.

31B.03 The amount of the monthly contributions to the UFCW Local 1500 Welfare Fund and the method of calculation, where by 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.

31B.04 In the event the trustees of the Welfare Fund implement a new industry health plan at a reduced cost, the employer and the union agree to meet and discuss the implementation of the new health plan for newly hired employees.

31B.05 Effective on the dates indicated, monthly contributions to provide such benefits shall be in accordance with the following schedule:

	<b>Regular Part Time</b>	<b>Special Part Time</b>	<b>ACA Part Time</b>
October 1, 2014	\$76.06	\$312.07	
January 1, 2015			\$300.00
October 1, 2015	\$81.38	\$333.91	\$321.00

31B.06 Part Time Lump Sum Bonus: Part time employees (excluding those receiving the Special Part Time Plan) with six (6) months of service as of 03/01/2014 shall receive a one-time lump sum bonus of \$250 on 09/07/2014

31B.07 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 cov-

erage. 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.08 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.

### **ARTICLE 32 - PENSION FUND**

#### (A) Full Time Employees

32A.01 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 to provide such benefits as may be determined by the Trustees shall begin on the first (1st) day of the month next 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, 2014:	\$288.51
January 1, 2015:	\$298.61
January 1, 2016:	\$309.06

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 \$93.25 per month to the UFCW Local 1500 Pension Fund on behalf of each reg-

ular 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.

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, 2014:	\$96.51
January 1, 2015:	\$99.89
January 1, 2016:	\$103.39

### **ARTICLE 33 - LEGAL SERVICE FUND**

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

33A.01 Effective May 4, 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 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 May 4, 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. Contributions shall begin on the first (1st) day of the month following the completion of such period.

### **ARTICLE 34 - SCHOLARSHIP FUND**

The Employer shall contribute a lump sum into the UFCW Local 1500 Scholarship Fund on the dates indicated:

November 30, 2014:	\$750
November 29, 2015:	\$750

### **ARTICLE 35 - PROVISIONS APPLICABLE TO ALL FUNDS**

35.01 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 15 to September 15 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.

35.02 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.

35.03 Upon the failure of the Employer to make payment of any contributions within thirty (30) 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.

35.04 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.

35.05 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.

35.06 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.

35.07 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.

35.08 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.

35.09 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.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)

35.10 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 any 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.

35.11 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 36 - SHOP STEWARDS**

36.01 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.

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

36.03 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.

36.04 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 Local 1500 Shop Steward's Seminar.

36.05 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, slowdowns, or job actions.

### **ARTICLE 37 - WAGES AND WAGE INCREASES**

37.01 Effective May 18, 2014 all Full Time non-probationary employees shall receive a \$750.00 bonus.

37.02 Effective May 18, 2014 all Part Time non-probationary employees (except those classified as special part time) shall receive a \$250.00 bonus.

37.03 Employees hired prior to May 4, 2014, shall receive the following general wage increases:

	<u>11/30/14:</u>	<u>11/29/15:</u>
Full Time:	\$10	\$15
Part Time:	25¢	25¢

All Full Time employees at or above the top rate for their progressions shall be eligible for the referenced general wage increases. Part Time employees below \$8.75 per hour on 11/30/14 will be ineligible for the 11/30/14 general wage increase. Part Time employees below \$9.00 per hour on 11/29/15 will be ineligible for the 11/29/15 general wage increase.

All Part Time employees below \$8.75 per hour, as of 12/27/14, will be adjusted to \$8.75 per hour, effective 12/28/14. The new minimum part-time rate shall be \$9.00 per hour, after sixty (60) days of service (sixty (60) days

following the 12/28/14 adjustment, if applicable.)

All Part Time employees below \$9.00 per hour, as of 12/26/15, will be adjusted to \$9.00 per hour, effective 12/27/15. The new minimum Part Time rate shall be \$9.25 per hour, after sixty (60) days of service (sixty (60) days following the 12/27/15 adjustment, if applicable.)

37.04 Rates for newly hired employees hired on or after May 3, 2013 and those employees hired prior to November 4, 2012 still on progression shall be paid in accordance with the following schedules:

**New Full Time Clerks**

<b>After 60 days</b>	<b>\$490.00</b>
<b>After 6 months</b>	<b>\$510.00</b>
<b>After 12 months</b>	<b>\$530.00</b>
<b>After 18 months</b>	<b>\$550.00</b>

37.06 All new full time clerks hired at or above the minimum after sixty (60) days as described above shall in any event receive a minimum wage increase of ten (\$10.00) dollars after sixty (60) days employment and thereafter move to the next higher step in the progression scale on a semi-annual basis in accordance with the Contract schedule (see Article 36.04 & 36.09).

37.07 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.

37.08 All new part time clerks hired at or above the minimum rate for after sixty (60) days as described above shall in any event receive a minimum wage increase of twenty-five (.25¢) cents after sixty (60) days employment and thereafter move to the next higher step in the above progression scale and continue to progress on the above progression scale on a semiannual basis in accordance with the contract schedule.

37.09 Part Time Progressions:

- Part-Time employees hired on or after May 4, 2014 through August 31, 2014, shall receive a progression increase of \$0.30 on November 30, 2014 and a progression increase of \$0.30 on November 29, 2015.
- Part-Time employees hired on or after September 1, 2014 through August 31, 2015 shall receive a progression increase of \$0.30 on November 29, 2015.
- The last progression increase shall be November 29, 2015.

This agreement will remove semi-annual increases from the current CBA, but shall be non-precedent setting.

The Company agrees to increase the rate of pay on November 29, 2015 for those employees hired prior to 5/4/14 equal to the rate of the employees hired on or after 5/4/14 by \$0.05, if the following conditions are met:

- An employee hired prior to 5/4/14 is earning less than an employee hired on or after 5/4/14;

- The employee hired on or after 5/4/14 was hired at minimum wage;
- The employee hired on or after 5/4/14 is earning a higher rate of pay on 11/29/2015 due to the progressions above; and
- The employee hired on or after 5/4/14 is not earning a higher rate due to a merit increase or from being hired above minimum wage.

37.10 In the event of an increase in State or Federal Minimum Wage Requirements, the Employer agrees to meet and discuss those rates impacted by the new Minimum Wage.

**Duties of Organic Sales Assistant** – Will be limited to bagging, collecting shopping carts, cleaning around check stands, sweeping, replenishing bags, stocking magazines, candy and soda by check stands and putting away over-stock and throwbacks.

**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 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.

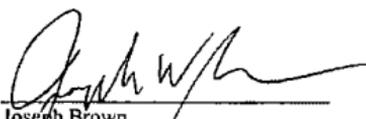
**ARTICLE 40 - TERM OF AGREEMENT**

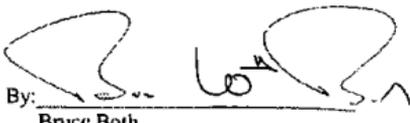
40.01 This Agreement shall be effective as of May 4th 2014 and shall continue in full force and effect until May 7th 2016, unless at least sixty (60) days prior to the 1st of May 2016 or any annual date of expiration thereafter, written notice by registered mail is given by either party, to the other of a desire to amend or terminate this Agreement.

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

WILD BY NATURE CO., INC.

UNITED FOOD AND COMMERCIAL  
WORKERS UNION, LOCAL 1500

By:   
Joseph Brown  
President and Chief Operating Officer

By:   
Bruce Both  
President, UFCW Local 1500

## 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**