

**UNITED FOOD & COMMERCIAL WORKERS  
INTERNATIONAL UNION  
LOCAL 1546**

**AGREEMENT**

This Agreement entered into this \_\_\_ day of February, 2017, by and between the UFCW Local 1546 affiliated with the United Food & Commercial Workers International Union and BERNARD FOOD INDUSTRIES doing business at 1125 Hartrey Avenue, P.O. Box 1497, Evanston, IL 60204.

**SECTION 1 – MEMBERSHIP**

It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial relationship between the Company and its employees.

The Company recognizes the Union as the sole collective bargaining agent for all its employees.

All present employees who are or become members of the Union shall remain members in good standing as a condition of their employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing in the Union as a condition of their employment thirty (30) days following the beginning of their employment or the effective date of this Agreement, whichever is the later.

During the first thirty (30) days of employment a new employee shall be on trial basis and may be discharged at the sole discretion of the Company. The Company agrees that there shall be no discrimination against any employee because of Union activity. There shall be no coercion of nor discrimination against any employee because of race, color, religion, age, sex or national origin.

**ACTIVE BALLOT CLUB (A.B.C.):**

The Employer agrees to honor and transmit to the Union, contribution deductions to the United Food & Commercial Workers International Union Active Ballot Club from employees who are union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution authorization cards; however such deductions shall be remitted in conjunction with regular monthly dues deductions. While the deductions will be remitted at the same time of the regular monthly dues deductions, such payment shall be in the form of a separate check from the regular monthly dues deductions. When the Employer remits the deduction to the United Food & Commercial Workers

International Union Active Ballot Club the Employer shall include a list of individuals for whom the deductions were made.

## SECTION 2 – HOLIDAYS

The following days shall be observed as holidays:

*Martin Luther King's Birthday	½-Day Good Friday
Day of Christmas Eve	Christmas Day
Day of New Year's Eve	New Year's Day
Decoration Day	Independence Day
Labor Day	Thanksgiving Day
Day after Thanksgiving	

Members not working on a holiday shall be credited with eight hours' pay for that day provided such members work the regularly scheduled day before the holiday and the regularly scheduled day after the holiday. Any employee working his last scheduled day within the two weeks preceding the Holiday or the two weeks following the Holiday, shall be entitled to Holiday pay, Members working on such holidays shall be paid at double time for all hours worked in addition to their holiday pay.

\*Martin Luther King's birthday may be a holiday observed on that day, or as a floating holiday with at least one week's notice to the Company.

**SICK DAYS** Two sick days per calendar year shall be granted, with pay. Effective July 1, 2017 three sick days per calendar year shall be granted; effective July 1, 2018 five sick days per calendar year shall be granted.

## SECTION 3 – OVERTIME, REST PERIOD, UNIFORMS

(a) The basic work week for all members shall be forty hours worked in five, eight hour days Monday through Friday. The Company may modify the work week to be less than 40 hours but not less than 36 hours and/or less than eight hour days for such members as is necessary.

(b) Time and one-half shall be paid for all work in excess of forty hours in any one week and for all work in excess of eight hours in any one day.

(c) Any member reporting for work shall receive at least four hours' work or four hours' pay in lieu thereof, except in cases of a loss of power. The Company will endeavor to attempt to contact any employee in case of a loss of power.

(d) All work performed on Saturday will be compensated at time and one-half.

(e) All work performed on Sunday will be compensated at double time.

- (f) All second shift rates shall include 15¢ per hr. premium.  
All third shift rates shall include 25¢ per hr. premium.
- (g) All members shall receive a 15-minute rest period in each half day. No member shall be required to work a split shift.
- (h) Any uniform required by the employer shall be furnished and laundered by the employer.

**SECTION 4 – SENIORITY RIGHTS**

- (a) Seniority shall prevail among members and, ability being equal, the last hired shall be the first laid off. Seniority rights shall continue for a period not to exceed six months from date of layoff. Management shall notify members of recall to work and members shall notify management of any change of address. Seniority shall be broken in the case of proper discharge, voluntary quits or failure to return to work within one week of recall. Transfers will retain seniority rights.
- (b) Seniority rights shall begin after thirty days' employment and shall revert to the date of hire.
- (c) No member shall be discharged because of absence resulting from proven illness nor without good and sufficient cause.

**SECTION 5 – VACATIONS**

- (a) All members hired prior to February 1, 2005 who have been employed for one or more years shall receive vacations paid at their current weekly rate of pay as follows:

One week for one (1) year	Three weeks for five (5) years
Two weeks for two (2) years	

- (b) All members hired on or after to February 1, 2005 who have been employed for one or more years shall receive vacations paid at their current weekly rate of pay as follows:

one (1) week for one (1) year; two (2) weeks for three (3) years; three (3) weeks for eight (8) years.

- (c) If a holiday occurs during a member's vacation, that member shall receive an additional day's pay or an extra day off in addition to vacation pay.

- (d) Pro-rata Vacation: An employee who has qualified for his/her first vacation and who terminates after working six months or more since his/her last anniversary date, shall receive pro-rata vacation in accordance with the following schedule:

Less than 6 months	None
6 months	6/12ths
7 months	7/12ths
8 months	8/12ths
9 months	9/12ths
10 months	10/12ths
11 months	11/12ths
12 months	Full vacation pay

**SECTION 6 – UNION REPRESENTATION**

The employer agrees to permit an authorized representative or officer of the Union to have access to the premises at all hours when said premises are open for business for the purpose of communicating with the employees employed therein, but such representatives or officers shall not unnecessarily interfere with the duties of said members or the business of the Employer.

**SECTION 7 – EXCEPTIONS AND CHANGES**

No employee covered by this Agreement shall suffer a reduction in wages or other conditions or practices of employment as the result of the execution of this Agreement. It is understood that any employee receiving rates of pay or other terms, conditions or practices of employment more favorable than those established herein shall continue to receive the same. All generally recognized ruled, requirements, conditions, privileges and benefits heretofore in effect, which are not specifically mentioned or changed by the provisions herein, shall remain unchanged during the tenure of this Agreement unless changed by the mutual consent of the authorized representatives of the parties hereto, and it is also agreed that changes in this Agreement mutually agreeable to the parties hereto may be made at any time during the tenure of this Agreement.

**SECTION 8 – ARBITRATION**

Any dispute which arises concerning the application or interpretation of this Agreement shall be handled in the following manner:

Step 1: The officials of the Union will take the matter up with the management of the Company. If no agreement is reached:

Step 2: It is further agreed by and between the parties hereto that any grievance that cannot be amicably adjusted between the parties hereto may be referred to arbitration. Upon receipt of notice requesting arbitration the Employer and the Union shall have seven (7) calendar days within which to select an impartial arbitrator by mutual agreement or to request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) impartial arbitrators. Upon receipt of such panel, the parties shall have ten (10) calendar days within which to select an

arbitrator from the panel. Such arbitrator shall be selected by the alternate striking of names. The party who first strikes shall be determined by lot. The decision of the arbitrator shall be final and binding upon both parties. All expenses incurred in the arbitration, including the fee of the impartial arbitrator, shall be paid equally by the Union and the Employer.

It is agreed between the parties hereto that there shall be no strikes, cessation of work, picketing, boycott or lockouts during the term of the Agreement.

#### **SECTION 9 – STATE AND FEDERAL REGULATIONS**

Nothing contained in this Agreement is intended to violate any State and/or Federal Law, Rule or Regulation made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be made null and void and the parties agree that they will within thirty (30) days begin negotiations to replace said void part with a valid provision.

#### **SECTION 10 – DUES CHECK OFF AND NOTIFICATION**

All union members shall be informed by their employer of the Union shop and check-off provisions of this Agreement.

The Employer agrees to deduct Union dues and fees upon written authorization by an employee, in accordance with the provisions of the Labor Management Relations Act of 1947, and remit the same to the Union along with a list of individuals for whom the deductions were made. Dues will be checked off on a monthly basis in advance. The Employer agrees to notify the Local Union when new employees are hired.

#### **SECTION 11 – EFFECTIVE DATES**

This Agreement shall be binding upon the parties hereto and all their heirs, successors, and assigns, and shall be effective from February 1, 2017 until midnight January 31, 2020, at which time it shall automatically renew itself from year to year provided, however, that either party may give to the other party not less than sixty (60) days' notice in writing prior to any annual renewal date of its intention to change, terminate or reopen said contract. If not reopened at the end of that period it shall continue in effect thereafter until either party gives the other party a sixty (60) day written notice of its intention to reopen the contract.

#### **SECTION 12 – RATES OF PAY AND OTHER CONDITIONS**

All active employees on the Company's payroll as of close of business the date a bonus is payable shall receive the following bonuses: \$500.00 payable May 1, 2018 and \$500.00 payable May 1, 2019. Employees shall be responsible for taxes.

**BONUS:**

Each December employees who were on the payroll prior to 02/01/05 shall receive a bonus based on the following schedule:

15 years or more	\$600.00
7 through 14 years	\$500.00
3 through 6 years	\$400.00
1 through 2 years	\$300.00

Any employee hired after 02/01/05 but prior to 01/19/11 shall be subject to the following:

Start: \$9.75 per hour; six months \$10.25 per hour; one year \$10.75 per hour; two years \$11.00 per hour; three years \$11.25 per hour; thereafter, hourly wage increases as given to employees on the payroll prior to 02/01/05. Bonus – 15 years of more \$300.00; 7-14 years \$250.00; 3-6 years \$200.00.

Any employee hired after 01/19/11 shall be subject to the following:

Start: \$9.00 per hour; six months \$9.50 per hour; one year \$10.00 per hour; two years \$10.50 per hour; thereafter, hourly wage increases as given to employees on the payroll prior to 02/01/05. Bonus – 15 years or more \$300.00; 7-14 years \$250.00; 3-6 years \$200.00.

**SECTION 13 – HEALTH & WELFARE PLAN**

Effective 03/01/17, employees shall be covered by Local 1546 Food Handlers Health & Welfare Plan QY, at a cost of \$838.00 per month, per employee, to be borne by the Company; effective 02/01/18, cost of \$880.00 per month per employee for the remainder of the Agreement.

The Union hereby certifies that the Local 1546 Food Handlers Health & Welfare Plan QY ("HW Plan") is a grandfathered plan under the Affordable Care Act ("ACA"). The Union represents and warrants that the coverage provided by the HW Plan constitutes, under the ACA, "minimum essential coverage" with the required "minimum value" and that any eligibility requirements for coverage (such as eligibility waiting periods) comport with the ACA.

The Company adopts and agrees to be bound by the terms and provisions of the trust agreements covering the above plans and hereby designates as its representatives on the board of trustees those employer trustees designated in accordance with said trust agreements and their successors.

Contributions to the funds for all eligible employees shall be made monthly by the company on or before the 15th day of the calendar month.

1. has completed the probationary period and is covered by the agreement and who has worked eight or more days in the calendar month; or
2. has been reinstated after an involuntary layoff or any company approved absence, and has worked eight or more days in the calendar month; or
3. is off work due to an industrial accident which occurred on company premises during normal working hours resulting in disability or illness for which the employee may or may not be receiving compensation; or
4. is absent because of personal disability, such eligibility to terminate after the company has made two monthly contributions for such employee.

In the event the company fails to make timely contributions as herein provided, the union may consider such action as a breach of the agreement and may take all lawful action to enforce the provisions hereof, notwithstanding other provisions of this agreement to the contrary. The union may but is not obligated to submit to arbitration the company's failure to make contributions as herein provided.

#### **SECTION 14 – FUNERAL LEAVE**

Three days with pay shall be granted any employee in the event of death of a spouse, child, parent, sister or brother.

#### **SECTION 15 – JURY DUTY**

An employee required to serve on Jury Duty shall receive differential pay.

#### **SECTION 16 – TRANSFERS**

The Company will not permanently transfer production, production machinery or production employees to its Skokie facility during the term of this Agreement.

#### **SECTION 17 – RETIREMENT**

Any Employee who was hired on or before February 1, 1990 and who retires with at least 20 years of service at age 62 or older shall be entitled to a lump-sum payment of \$5,000.00 minus applicable taxes to be paid within 90 days of such Employee's retirement. Any employee hired after February 1, 1990, is ineligible under this clause.

#### **SECTION 18 – CREDIT UNION**

The Company agrees that it will make authorized payroll deductions to the Employee's Credit Union sponsored by the Local.

**SECTION 19 – 401(K) PLAN**

Employees shall be eligible to participate in the Company's 401(K) plan.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_  
Bernard Foods

By: \_\_\_\_\_  
UFCW Local 1546