

COLLECTIVE BARGAINING AGREEMENT
BETWEEN

HAC, INC.

AND

UNITED FOOD & COMMERCIAL WORKERS
UNION LOCAL 1996, AFL-CIO-CLC



a VOICE for working America

March 21, 2021 to March 23, 2024

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AGREEMENT

This Agreement made and entered into by and between HAC, Inc., for its stores listed in Exhibit C attached hereto, hereinafter referred to as the Employer, and United Food and Commercial Workers Union, Local 1996, chartered by United Food and Commercial Workers International Union, hereinafter referred to as the Union, wherein provisions herein are set forth.

SUCCESSORSHIP: In the event of a transfer, sale or assignment of any store or stores, the Union shall be notified expediently, and in advance, of such action. The Employer will advise a prospective buyer of the existence of the collective bargaining agreement and request that the buyer retain all current employees and maintain the wages, benefits and conditions constituting the agreement.

ARTICLE 1 – INTENT AND PURPOSE

1.1 The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote cooperation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other and to govern the relationship between the Union and the Employer, to promote efficiency and service and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment.

ARTICLE 2 – MANAGEMENT RIGHTS

2.1 All rights and powers not expressly restricted or limited by terms of this Agreement shall remain vested in and may be exercised at the discretion of the Company. The Company reserves all functions of management not expressly restricted by this Agreement, including but not limited to, the right to discharge, suspend, and discipline for just cause, transfer or lay off employees because of lack of work, require employees to observe Company rules and regulations not in violation of the provisions of this Agreement, to decide the number and locations of its stores and other facilities, products to be handled, scheduling of hours worked, including the means and processes of retailing, to implement or modify reasonable work rules, providing the Company will not use these prerogatives or others retained by it for the purpose of discrimination against Union members as such. The failure of the Company to exercise such rights shall not constitute a waiver.

ARTICLE 3 – NON-DISCRIMINATION

3.1 The Employer agrees not to discriminate against, interfere with, restrain or coerce any employee in the right to form, organize, join or work for the Union. The Employer and the Union agree not to discriminate against any employee in regards to race, creed, color, religion, national origin, sex, disability, veteran status, or age. Where the word “he” appears in this Agreement, the parties agree that it applies to both male and female employees.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

4.1 During the term hereof, the Union agrees there shall be no strikes, or any other interference with, or interruption of, the normal conditions of the Employer’s business by the Union or its members. The Employer agrees there shall be no lockout.

4.2 No employee shall be required to cross a picket line when his health and/or safety would be endangered.

ARTICLE 5 – COVERAGE

5.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees classified as a clerk and all persons employed in the job classifications listed on Exhibit A hereto in the retail establishments listed on Exhibit C hereto, with respect to rates of pay, hours of work, and all other conditions of employment, excluding the Store Manager, the Assistant Store/Co-Manager(s), Department Managers, and all other supervisors as defined in the LMRA, as amended.

5.2 Supervisors, managerial employees, and Union representatives shall be instructed not to interfere with, restrain or coerce employees in the exercise of their Section 7 rights under the National Labor Relations Act to form, join, or assist labor organizations, or with respect to their rights to refrain from doing so. The Employer and Union shall, at all times during the organizing period refrain from the use of illegal intimidation, threats of reprisal, promises of benefits, discharge or threats of discharge of employees, or other conduct designed to intimidate or coerce employees to influence the decision by its employees whether to join or be represented by the Union.

ARTICLE 6 – CHECK OFF OF DUES

6.1 The Employer agrees to deduct service fees in an amount equivalent to dues and initiation fees on a bi-weekly basis and remit to the Local bi-weekly from the pay of each employee who has voluntarily signed a properly approved Authorization Card. The Union shall officially, in writing, notify the Employer of the amount to be deducted, and if there is any change, notice of the change will be given to the Employer in writing.

6.2 It is understood that service fees equivalent to initiation fees shall be deducted from the next pay period of the employee so authorizing the deduction and thereafter service fees in an amount equivalent to union dues shall be deducted from the employees' pay bi-weekly, provided only that the total amount to be deducted shall not exceed four (4) weeks dues.

6.3 In the event no wages are then due the employee or are insufficient to cover the required deduction, the deduction for such week shall nevertheless be made from the first wages of adequate amount next due to the employee and thereupon transmitted to the Union.

6.4 The sums so deducted by the Employer shall be remitted on a bi-weekly basis to the Local Union. It is understood that the Employer's responsibility for the performance of this service is strictly limited to the delivery of such dues, initiation fees, and assessments to the Union and the Employer incurs no liability as the result of inadvertent failure to deduct the sum authorized for deduction by any employee. The Union will indemnify the Employer for all claims arising out of the Employer's compliance with the check off provision.

6.5 The Employer shall forward, bi-weekly, a copy of the amount deducted from the pay of each employee, to the President of the Union.

6.6 The Employer will make a deduction bi-weekly from employees who have signed an Active Ballot Club check-off card, and the money collected will be forwarded to the President on a bi-weekly basis.

6.7 The Union security proviso specified in 6.8 below is acknowledged by the Employer and the Union as presently inoperative because it is contrary to the statutes of the State of Georgia; however, should any Federal or State legislation hereafter legalize the operation of said union security proviso, the Employer and the Union agree that said proviso shall be put into effect as a part of this Agreement beginning upon the date permitted by such enabling legislation.

6.8 It shall be a condition of employment that all employees 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, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this paragraph 6.8 only, the effective date of this Agreement as referred to above shall be determined in accordance with the provisions of paragraph 6.7 above.

6.9 The employer will change from UDUE to UMEM on the employees pay stub.

6.10 The employer shall promptly notify the Union when bargaining unit employees are promoted out of the bargaining unit.

6.11 Local 1996 and its representatives are permitted to attend any New Hire Orientations.

ARTICLE 7 – VACATIONS

7.1 All employees shall be eligible for vacation in accordance with years of continuous service with the Employer at the following schedule:

18 Months of Service – 1 Week

5 Years of Service – 2 Weeks

10 Years of Service – 3 Weeks

20 Years of Service – 4 Weeks

Provided, however, that for calendar year 2014, no employee shall have more than two (2) weeks' vacation. Provided further, that for calendar year 2015, no employee shall have more than three (3) weeks' vacation.

7.2 After qualifying for their first one (1) week vacation, an employee will qualify for future one (1) week vacation as of January 1. After an employee qualifies for additional weeks of vacation as outlined above, they shall become eligible for those additional weeks as of January 1. An employee who qualifies for a vacation, or an additional week of vacation during any calendar year must take their vacation entitlement before the end of that calendar year, except as provided in 7.8.

7.3 Full-time employees will be paid their straight-time earnings for their basic workweek forty (40) hours as vacation pay.

7.4 Part-time employees will be paid a vacation week equal to the hours worked in the previous twelve (12) months divided by fifty-two (52).

7.5 During the first (1st) week in December, proceeding the upcoming calendar year, the Employer will issue each employee a vacation request form that will allow the employee to request a first (1st) or second (2nd) option for each week of vacation that the employee has earned. These forms are to be returned to the Employer by February 15th of each year. The Employer will post a chart in each store showing each employee and their agreed upon vacation dates by March 1st of each year. Employees who do not remit their vacation request by February 15th deadline will be scheduled vacation on a first come, first serve basis. Employees who request vacation by full week will be considered first by seniority.

7.6 An Employee transferring from one store to another store will keep their same vacation weeks unless the honoring of these weeks at the new location prevents the employer from meeting the needs of the business. If a change is required, the Employee and the Store Manager will meet and agree upon the new vacation weeks.

7.7 Employees with the oldest seniority dates in an individual store basis shall be given preference on vacation dates. The Employer retains the right to schedule vacations. However, once vacations are scheduled, they may not be changed without mutual written consent of the Employer and employee.

7.8 Employees shall not be given pay in lieu of a vacation unless mutually agreed among the Union, the employee, and the Employer. “Vacations must be scheduled in the calendar year, except where necessary. Vacations which fall due in November or December may be carried over to the first (1st) quarter of the year, if agreed to by the employee and the Employer. No vacation may be carried over unless the vacation falls due in November or December. Employees who have earned two (2) weeks’ vacation may take one of those weeks a day at a time if approved by the Store Manager.

7.9 Leaves of absence other than FMLA will affect full-time employee vacation and vacation pay as follows:

Less than ninety (90) days no reduction

Ninety (90) to one-hundred-eighty (180) days reduced one-fourth

One-hundred-eighty (180) – two-hundred-seventy (270) days reduced one-half

Two-hundred-seventy (270) days or more no vacation

7.10 If vacation is not previously planned then at least one (1) week written notice must be given.

7.11 Vacation requests will not normally be approved for Thanksgiving week, and the seven days before Christmas.

ARTICLE 8 – HOURS AND WORKING CONDITIONS

8.1 No later than Friday 1 P.M. preceding each work week, the Employer will arrange and post on a suitable bulletin board in the store, a schedule of the employees’ working hours for the following work week. Such schedules shall list all employees by first name, with their starting and finishing times and days off. No change shall be made to the schedule once it has been posted except for

emergency reasons. In the event of a change, the affected employee(s) shall receive timely notice of the change.

8.2 The basic workweek for regular full-time employee shall be forty (40) hours, to be worked within five (5) days or less, but nothing contained herein is a guarantee of hours. If an employee consents, he may be worked six (6) days in a workweek, with overtime pay if the employee works more than forty (40) hours in that workweek, or more than ten (10) hours in any work day.

8.3 Employees shall be paid for all time worked.

8.4 Unless mutually agreed by the employee and Store Manager, regular full-time employees shall be guaranteed a minimum of eight (8) hours work or pay in lieu thereof on each day they report to and remain available for work as scheduled by the Employer. This guarantee shall not apply if the Employer notifies the employee at least eight (8) hours prior to the start of his shift not to report to work. Part-time employees shall be guaranteed a minimum of four (4) hours work or pay in lieu thereof if the employee is available, and has not been advised at least eight (8) hours before his scheduled shift not to report to work. Guarantees will not apply to fire, flood, natural disaster, ice storms, snow storms, etc., or other events beyond the control of the Employer.

8.5 (a) Employees shall be allowed a minimum of one-half hour, without pay, for a meal when scheduled more than six (6) hours in one (1) day. No employee shall be required to work more than five (5) hours without a meal period. Employees working four (4) hours per day up to seven (7) hours per day shall receive one (1) fifteen (15) minute paid rest period each day.

(b) Employees working seven (7) hours or more per day shall receive two (2) fifteen (15) minute paid rest periods per day.

(c) There shall be a break of a minimum of ten (10) hours between all shifts unless mutually agreed upon by the employee and the manager.

(d) Rest periods shall be scheduled in accordance with the needs of the business. However, the Employer will not schedule breaks during the first or last hour of the employee's work period, and will attempt to schedule breaks as near the middle of each four (4) hours of work as practical.

8.6 Rest periods shall be scheduled in accordance with the needs of the business. A suitable break area will be provided in each store.

8.7 The Union card/decal shall be displayed in the store.

8.8 Any uniform deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer. (This does not apply to shirts and ties or blouses, etc. that the Company requires an employee to wear). However, if uniforms (smocks, suit jackets, etc.) are furnished by the Employer to employees, such uniforms shall be laundered by the employee.

8.9 An employee who has completed the probationary period may request a transfer. The request must be in writing to the Company's Vice President of Human Resources with a copy to the Union. Requests will be reviewed consistent with the needs of the business and remain active for consideration for six (6) months after the date of request.

8.10 COMPANY MEETINGS: The Union will advise the Employer of the schedule of its regular meetings and no Company meetings will be held so as to conflict therewith. Employees in the bargaining unit shall not be required to attend Company meetings on their scheduled day off, and time spent by employees in attending Company meetings shall be considered as time worked and paid for accordingly where such attendance is required and not voluntary, and the employee will be reimbursed for additional miles of travel at the established Company rate per mile, which rate shall be the Government rate, if the mileage is outside a normal commute schedule.

8.11 Part time clerks will be scheduled for a minimum of twelve (12) hours per week if the employee is available.

8.12 In case of temporary transfer of a regular full time or part time employee, at the request of the employer, involving more than ten (10) additional miles of travel each way per day, the employee will be reimbursed for the additional miles of travel at the established Company rate per mile, which rate shall be the Government rate.

8.13 (a) Part time employees, by classification, with the most seniority within a store will be allowed to claim daily and weekly schedules up to eight (8) hours per day or forty (40) hours per week, which claim must be made with twenty-four (24) hours of the posting of the schedule. It is understood that the hours must be consecutive and further understood job assignments may be combined on a given day provided the employee is qualified to do the work and is available for the entire shift. (For example, an employee is scheduled for thirty-two (32) hours Monday through Thursday, four (4) hours of work is available on Friday that the employee is qualified to perform. That employee may claim those hours.) Back-to-back schedules may be combined when possible without interfering with the needs of the business. The resulting combined schedules with the most hours will be available to the senior employee. This provision may not be used to convert a part time employee to full time status.

(b) All hours must be consecutive. It is further understood that employees may not claim overtime hours, nor is it the intention of this provision to provide preferential selection of scheduled hours of work.

(c) Employees with restricted schedules shall not be exempt from claiming hours within the boundaries of their restriction.

(d) Schedules may not be claimed from a part-time employee so as to leave the employee with less than the twelve (12) hour schedule.

8.14 No employee will be required to work a split shift.

8.15 To prevent erosion of bargaining unit work, driver salesman, book salesmen or sales representatives shall not be regularly scheduled or required to conduct bargaining unit work. The Company and Union agree that if there are substantial job functionality changes that affects all stores, and potentially erodes bargaining unit work, the Company will notify and discuss proposed changes with the Union.

ARTICLE 9 – HOLIDAYS

9.1 The following days shall be considered as holidays for the purpose of this Agreement for non-probationary employees:

New Year's Day

Fourth of July

Memorial Day

Labor Day

Thanksgiving Day

Christmas Day

Holidays falling on Sunday shall be celebrated on Sunday. Employees scheduled to work on a holiday will receive their requisite holiday pay in addition to pay for the hours of work, if they are otherwise entitled to receive holiday pay.

9.2 Employees absenting themselves from work without acceptable reasons on the scheduled day before a holiday, day of the holiday and/or the scheduled day after a holiday shall not be paid for the holiday. Acceptable reasons would include the following:

(a) Death in the immediate family (spouse, child, mother, father, brother, sister, grandmother, grandfather, grandchildren, and in-law relationship or any relative residing permanently in the employee's immediate household.)

(b) Wife giving birth to child.

(c) Meetings with the Company as representative of the Union.

(d) Accident or illness substantiated by medical evidence if requested by the Company, that employee was unable to work.

(e) Absence excused by the Company.

Regardless of any of the reasons listed in 9.2, to be eligible for holiday pay an employee must be on the active payroll and performing work for the Employer during the week before or during the week of the holiday.

9.3 In the event a holiday named herein falls within an employee's vacation period, the employee shall be given an extra day off for the holiday or pay in lieu thereof.

9.4 Eight (8) hours pay at straight-time hourly rate be allowed each full-time employee who qualifies for such pay in accordance with the above provisions.

9.5 Full time employees will qualify for holiday pay after ninety (90) days of employment on the active payroll. All part-time employees who have been on the active payroll for one (1) continuous year or more shall receive four (4) hours pay for the holidays referred to above, provided such an employee has worked an average of twelve (12) hours or more per week for the Employer during the fifty-two (52) weeks of the preceding calendar year.

9.6 When a part-time employee who is otherwise eligible for holiday pay under the conditions as prescribed above is scheduled to work on a recognized holiday and fails to report for work, or to work the hours as scheduled on a holiday, or to work the scheduled day before or day after the holiday, such employee shall not be eligible to receive any holiday pay.

9.7 Full time employees who were receiving personal holidays on or before November 1, 2013 while employed by Belles Food will retain their annual entitlement to personal holidays during the term of this Agreement.

a) Full time employees who have completed two (2) years of service from their date of hire, or last date of rehire, will be granted one (1) personal holiday per year. This is to be scheduled on a day mutually agreed upon by the employee and the Store Manager. The employee shall receive eight (8) hours straight time pay for that day.

b) Full time employees who have completed four (4) years of service from their date of hire, or last date of rehire, will be granted one (1) additional personal holiday for a total of two (2) personal holidays per year. These are to be scheduled on days mutually agreed upon by the employee and the Store Manager. The employee shall receive eight (8) hours straight time pay for each day.

ARTICLE 10 – SENIORITY

10.1 The Employer will recognize the seniority date of its predecessors at the stores covered by this Agreement for seniority and vacation entitlement, only. If two or more employees have the same date of hire, seniority will be based on the last four digits of their Social Security Numbers, with the higher number having seniority over the lower.

10.2 Within thirty (30) days of the execution of this Agreement and on the first (1st) working day in each month, the Employer shall supply a list of all employees covered by this Agreement in an Excel Spread Sheet. This list shall include the following up to date information for each employee, as recorded in the Employer's personnel file: The last four (4) digits of the employee's Social Security Number, First Name, Last Name, Sex, Date of Birth, Full Address, Home Telephone Number, Department, Job Classification, Date of Hire, Full Time or Part Time, Rate of Pay and whether employee authorized deduction of union dues.

10.3 Seniority shall be separate among full-time and part-time employees. If an employee leaves the Employer's employment, and is rehired, his date of rehire shall be his seniority date.

10.4 Layoffs within a store will be made in seniority order as provided in 10.5, below. Employees laid off from one store shall have no right to displace an employee in another store, but will be given priority consideration for openings in other stores, unless there is more than one store within a particular city. Bumps within a city because of a lay off shall be in seniority order, provided past performance record and ability to perform the work without the necessity of training, are relatively equal.

10.5 In cases of layoff and recall involving employees whose past performance record and ability to perform the work without the necessity of training are relatively equal, seniority shall govern. The Employer agrees to use good faith in making determinations under this provision. If there is a recall within a city having more than one store, recall will be in seniority order, provided past performance record and ability to perform the work without the necessity of training, are relatively equal.

10.6 Seniority shall be determinative in filling job openings in Frozen Food/Dairy Manager, Assistant Department Heads, File Maintenance (Scanning), and ICC Clerk (Back Door Receiver), to the extent such positions exist, provided past performance record and ability to perform the work without the necessity of training, are relatively equal. The Employer shall have no obligation to post other job openings and shall have the right to fill job openings as it deems appropriate, based on its assessment of past performance record and ability to perform the work without the necessity of training.

10.7 The Company shall post new positions and vacancies on the bulletin boards that employees read from, for not less than five (5) consecutive working days, and interview all interested employees. Employees should regularly make clear to the Company their interest, in writing, in being considered for promotional opportunities. Vacancies shall be filled by the most qualified candidate in the judgement of the Company after giving due consideration for seniority. If no qualified employees are available, the Company reserves the right to consider outside applicants for employment for all vacancies. Any employee filling a job classification from a lower paid classification shall be on a trial period for the first thirty (30) calendar days. If during this trial period the Company determines that the employee cannot meet the job requirements, the Company will re-assign them to their previous, or comparable position, without loss of seniority.

10.8 All laid off employees shall keep the Employer advised of their current address.

10.9 Seniority shall be broken upon the happening of any of the following events:

- (a) Employee discharged;
- (b) Employee not returning to work within five (5) working days after written notice of recall by certified mail to his last known address as reflected in the Employer's records;
- (c) Employees leaving voluntarily (quit);
- (d) Employees who absent themselves for two (2) consecutive scheduled days without notifying the Employer (no call/no show), or three (3) single incidents of no call/no show within any six (6) month period;
- (e) Employees having been out of the Employer's employment due to reduction of the force for a continuous period of six (6) months;

- (f) Absence from work for any reason for a period of twelve (12) months unless contrary to law, or mutually agreed to by the parties.

10.10 Part time employees will be given preference for full time vacancies if qualified and available before new employees are hired.

ARTICLE 11 – PROBATIONARY PERIOD

11.1 The first ninety (90) days of any new or rehired employee’s tenure shall be considered as probationary. Employees may be terminated during such period for any reason other than for upholding Union principles or engaging in activities of the Union. Article 12 – Grievance Procedure does not apply to a probationary employee. Probationary employees shall have no seniority rights, but upon successful completion of said probationary period, seniority rights shall date back to the initial date of employment. Newly hired employees shall not be qualified for holiday pay or other benefits whatsoever during the first year of employment, unless otherwise required by law, such as the Affordable Care Act.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.1 A grievance is defined to be any disagreement between the Employer and the Union as to the interpretation or application of any provision of this Agreement. The Union reserves the right to present grievances through its authorized representatives on either an individual or collective basis. As used in this Article, an email or fax will be accepted as a required written notice.

12.2 Should any differences, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

Step 1: By conference between the aggrieved employee and/or shop steward/and or Business Agent, and the Manager of the store which conference must be requested by the Union within ten (10) calendar days of the event giving rise to the grievance.

Step 2: If the grievance is not settled at Step 1, the grievance must be reduced to writing by the Union and submitted to the Manager Human Resources or designee within five (5) calendar days of the conclusion of the Step 1 conference. The Employer may provide a written answer to the grievance within ten (10) calendar days of receipt of the written grievance, but if a written response is not provided, the grievance will be deemed denied, and if the Union decides to pursue it, the grievance must be advanced to Step 3.

Step 3: If the grievance is not settled at Step 2, and is advanced in writing to Step 3 by written notice (email notification is acceptable) to the Vice President of Human Resources in Oklahoma City, or his designee, within ten (10) calendar days of the denial at Step 2, the parties will convene a conference at a mutually convenient time to discuss the grievance, said conference to be held within thirty (30) calendar days of the written notice, unless a delay is mutually agreed to. The conference may be held electronically by mutual agreement between both parties.

Step 4: If the grievance is not settled at Step 3, and the Union desires to advance the grievance to arbitration, the Union shall give written notice of its intent to advance the grievance to arbitration to

the Vice President of Human Resources in Oklahoma City. Said notice may be by email and is to be made within ten (10) calendar days of the Step 3 conference. The written notice must identify the provision of this Agreement which has allegedly been violated and the relief requested.

12.3 The Federal Mediation and Conciliation Service (FMCS) shall be asked to furnish a panel of Arbitrators from the Southeast Region of the United States from which an arbitrator may be selected. Expenses incurred in an arbitration will be shared equally between the Employer and the Union, except that either party may request that the other be liable for all expenses incurred upon a finding by the Arbitrator that a grievance was frivolous or brought in bad faith for an ulterior purpose.

12.4 No action by any employee may be maintained on this contract except by use of the above arbitration procedure with the right to enforce the arbitrator's decision in court.

12.5 Only grievances involving the same issue may be heard by the arbitrator at one time without the agreement of both the Employer and the Union.

12.6 The arbitrator shall not have the right to change any portion of this Agreement.

12.7 In the event the Union and the Employer disagree on the interpretation and/or application of a decision, then both parties shall request clarification from the arbitrator and such clarification shall become a part of the decision and shall be binding on the Union, the Employer, and the employee.

12.8 The Union shall have the right to determine if an employee's grievance is qualified to be submitted to arbitration by the Union, and such determination shall be binding on the employee and the Union.

12.9 The Employer shall have the right to call a conference with the Shop Steward or official of the Union for the purpose of discussing a grievance or criticism.

12.10 The Store Manager will grant access to the store and all work areas therein to an authorized Union Representative at any time that employees are working on the premises for the purpose of satisfying himself that the terms of this Agreement are being complied with, provided, however that the Union Representative will not interfere with store operations.

12.11 It is agreed that Step 1 and 2 of this Article may be waived if mutually agreed to by the Employer and the Union in writing, but it is further agreed that the time limits set out herein will be strictly observed unless waived in writing.

12.12 The Parties agree to comply with their respective duties under the National Labor Relations Act to provide necessary information reasonably requested by the other party.

ARTICLE 13 – LEAVE OF ABSENCE

13.1 The Employer will grant leaves of absence to employees who have completed the probationary period for the following reasons:

(a) Injury or Illness—An Employee shall be granted a leave of absence to begin at a time that the employee's physician determines such employee should no longer work. The leave will expire at such time as the employee's physician determines such employee may safely return to work.

(b) Personal reasons acceptable to the Employer.

(c) Leaves under (a) above must be supported by medical evidence and shall be only for the duration of such illness or injury, but in no event for more than one (1) year, unless extended by the Employer. Leaves under (b) shall be granted for not more than thirty (30) days, unless extended by the Employer.

13.2 A leave of absence because of sickness, pregnancy or injury will be granted to any employee not to exceed twelve (12) weeks upon written request supported by medical evidence in accordance with the provisions of the Employer's Family and Medical Leave Act (FMLA) policy. Extensions of ninety (90) days, not to exceed one (1) year total, may be granted at the discretion of the Employer upon proper written requests. FMLA leave shall run concurrently with all other applicable paid and unpaid leave, including vacation. Available paid time off must be utilized to cover any FMLA absence.

13.3 Union Business: The Employer shall grant the necessary time off without discrimination or loss of seniority rights, no vacation reduction and without pay to any employee designated by the Union: (1) to attend a labor convention or (2) serve in any capacity or (3) other official Union business, provided the Employer is given at least one (1) weeks' notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year, nor more than one (1) employee.

13.4 In the event of a death in the employee's immediate family (spouse, child, father, mother, brother, sister, grandmother, grandfather, grandchildren, any Mother in-law or Father in-law relationship or any relative living permanently in the employee's immediate household), the employee shall be entitled to be absent from work for such time as is necessary to make arrangements for and attend the funeral and return if required and will be allowed up to a maximum of three (3) days of funeral leave pay. During such absence, the employee shall be compensated at his straight-time hourly classification rate for such regular working time lost. Such absentee compensation shall not include pay for lost overtime, vacation time, or premium pay; it shall include holiday pay. It is understood that an employee will be allowed one (1) day off without pay to attend the funeral of other close relatives down to and including first cousins. This paragraph does not apply to probationary employees.

13.5 Time spent on leave of absence will not be counted as time worked for the purpose of wage computation, but will not result in loss of seniority. However, time loss due to injury on the job shall be considered time worked in wage computation. Failure to report back to work at the end of a leave of absence shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on a leave of absence shall be considered a voluntary quit except in case such employee works for the Union.

13.6 Upon return to work from a leave of absence of less than twelve (12) weeks, the employee shall be restored to the job previously held or a job comparable with regard to work and rate of pay.

13.7 Any employee in military service under the provisions of Federal Law shall be returned to their job in accordance with such laws.

ARTICLE 14 – OTHER AGREEMENTS

14.1 The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 15 – JURY DUTY

15.1 In case any employee who is called for jury duty, such employee shall be paid for hours necessarily absent from work, less jury duty pay. Such pay shall not exceed the pay for such employee's normal workday or workweek.

15.2 When an employee is excused from jury service, either temporarily or permanently on any scheduled work day, the employee shall promptly report to complete any remaining hours of his scheduled work day.

15.3 No employee reporting for jury duty shall be required to report to work on such day, provided they serve more than four (4) hours.

ARTICLE 16 – UNION STORE CARD/DECAL

16.1 The Union agrees to issue a Union Store Card/Decal to the Employer under the rules governing Union Store Cards set forth in the Constitution of the United Food and Commercial Workers International Union. Such Union Card/Decal is, and shall remain, the property of the said International Union, and the Employer agrees to surrender said Union Card/Decal to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union Store Card/Decal is issued.

ARTICLE 17 – TIME KEEPING SYSTEM

17.1 Employees shall comply with the Employer's time-keeping requirements.

ARTICLE 18 – WAGES

18.1 Wage rates for specified job classifications shall not be less than as set forth in Exhibit "B" attached hereto as a part of this Agreement and shall be maintained for the life of the Agreement unless the parties by mutual written agreement reopen negotiations to change the Schedules.

18.2 Previous comparable retail grocery experience will be considered when assigning the starting pay for a new employee. Claims for adjustment must be made within ninety (90) days of date of hire to be considered. In order to be given consideration, the experience must be specified in the original application, verified, and be within the last three years immediately prior to the date of hire. Persons with experience will be given credit consistent with Exhibit B. Experience credit will be capped consistent with Exhibit B unless the parties agree otherwise.

18.3 Where previous experience credit is granted, the employee will be placed on the appropriate published contract rate of pay and will progress from that point based on the wage progression in the wage schedule.

18.4 No employee covered by this agreement shall be required by any representative of the Employer to be the subject of a Polygraph (lie detector) test.

ARTICLE 19 – FULL-TIME EMPLOYEES/PART-TIME EMPLOYEES

19.1 A regular full-time employee is an employee hired by the Employer to work the basic forty (40) hour workweek, as defined in Article 8 of this Agreement or otherwise qualifies as a full-time employee after being hired. Full-time status is not a guarantee of forty (40) hours of work in a workweek.

19.2 A part-time employee is an employee who is hired to work less than the basic forty (40) hour workweek.

19.3 Part-time employees who occasionally work thirty-seven (37) hours or more hours in a workweek shall not be considered full-time employees; however, part-time employees who average working thirty-seven (37) or more hours per week for a continuous period of sixteen (16) weeks shall be reclassified to full-time status. For the purpose of this Article, the average hours applied to create a full-time employee will not include hours worked to cover vacation relief, sick leave replacement, or other such temporary situations.

19.4 In the event an employee falls below the thirty-seven (37) hour average for a continuous period of fourteen (14) weeks, the employee will be reclassified to part-time status.

19.5 Part-time stockers on the night crew will be given preference for full-time jobs on the night stock crew which they can perform without training and for which they are available before new employees are hired.

19.6 The Courtesy Clerk shall be defined as an employee who sorts, bags, and packages sold merchandise; assists customers with carry-out service; takes care of salvage and returnable containers; returns shopping carts to the store; fills bag racks; and performs general housekeeping duties such as mopping, sweeping, dusting, shelf conditioning, including the removal of product as needed to perform cleaning activities; returns rejected merchandise to shelf or cases, checks prices against shelf or case prices; handles and assembles seasonal merchandise including outdoor plants, Christmas trees, secures change from office, hangs signs, shelf tags and store decorations, and to perform other duties as may be assigned by Management. Courtesy Clerks are not allowed to stock merchandise.

Any employee hired or transferred to the courtesy clerk classification on or after July 1, 2012, whose rate of pay is above the courtesy clerk classification in the current collective bargaining agreement, will be maintained at their current rate of pay, until the pay scale provides for an increase.

19.7 When openings occur for part-time clerks, Courtesy Clerks shall be considered for openings based on ability, availability, seniority and interest in the position. Unless required by Federal law, Courtesy Clerks shall not be eligible for Health and Welfare benefits. However, time spent as a Courtesy Clerk will count toward attaining eligibility for Health and Welfare in the event of a promotion to a clerk.

19.8 The Employer agrees that the expansion of Courtesy Clerk duties shall not cause any employee hired prior to ratification of this Agreement, September 14, 2014 to experience a reduction of hours solely as a result of the implementation of this language.

ARTICLE 20 – SEPARABILITY

20.1 Any provision of this Agreement which may be or has been adjudged by a court of last resort to be in conflict with any Federal or State law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate such law, it is agreed that in the event of a conflict between any provision of this Agreement and such Federal Law, the remainder of the Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

ARTICLE 21 – SHOP STEWARDS

21.1 The Union shall have the right to designate a maximum of one Shop Steward, and one Alternate Shop Steward to serve in his absence, in each store covered by this Agreement. The Union shall furnish the Employer with a complete list of Stewards and Alternates, which will be supplemented from time to time.

21.2 The Stewards, or other individual employees covered hereby, shall not be considered agents of the Union for the purpose of calling strikes or causing shutdowns or in any way interfering with the normal operations of these stores. The Shop Stewards shall perform their duties with the least inconvenience to the Employer as possible during non-work time of themselves, and any bargaining unit member they are interacting with, unless permission is granted by the Store Manager, or Assistant Store Manager. The Shop Stewards shall not use their position as Shop Stewards as an excuse to avoid performing their duties to the Employer, nor shall they interfere with the work of other employees.

21.3 One (1) Shop Steward per store will be allowed up to two (2) days off per year with no pay to attend Union functions. The Union will give the Employer at least two (2) weeks' notice. Holiday weeks and or week before will be excluded for time off. Shop Stewards shall be given time off (upon two (2) weeks written notice to their store manager and limited to one per store) not to exceed two (2) consecutive calendar days without pay to attend an annual Shop Steward Seminar.

ARTICLE 22 – VOTING TIME

22.1 During the General Elections (National and State) employees shall be granted reasonable time off, without pay, to vote provided time off is necessary. Employees shall show proof of voting registration if required by the Employer in the event the employee does not have at least two hours to vote before or after his shift.

ARTICLE 23 – INJURY ON THE JOB

23.1 When an employee is injured on the job performing assigned duties, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care.

ARTICLE 24 – REGISTER SHORTAGES

24.1 No employee shall be held responsible for till shortages unless adequate procedures have been established by the Employer through which the employee is allowed to check monies in and out of his/her assigned register till at the beginning and end of each period of work with said register, and provided further that the employee shall have sole access to his/her assigned register pan in the interim. Procedures will be provided to the Union if requested.

ARTICLE 25 – BULLETIN BOARDS

25.1 To the extent a separate Union bulletin board was in place in a given store on October 1, 2013, the Employer will continue to provide such separate bulletin board. The Union may post notices necessary for conducting Union business with prior approval of the Employer. No materials considered derogatory to the Employer, any member of management, or any employee, and no material which is political in nature, will be approved for posting. Any materials deemed inappropriate by the Store Manager or his designee, or which have been posted without approval, may be removed and discarded by the Employer. A Union Store Card and Emblem shall be maintained on this bulletin board.

ARTICLE 26 – HEALTH AND WELFARE AND LEGAL

26.1 Effective January 1, 2015:

- (a) The Employer shall apply a six (6) month look back period (the “Look Back Period”) and a six (6) month stability period (the “Stability Period”) as set forth in federal Treasury Regulation 26 CFR 54.4980H-3(d) in order to determine whether an eligible variable hour employee is to be considered a full-time employee or a part-time employee.
- (b) The term "Eligible Full-Time Employee" shall mean, excluding Courtesy Clerks:
 - i. Any employee whose schedule is variable or who has been employed over an entire Look Back Period used to measure new or ongoing employees and who has averaged thirty-five (35) hours or more of work per week during the applicable Look Back Period; or
 - ii. Any employee who was eligible for Plan 1 FT as of December 31, 2014, and was hired prior to March 11, 2009, and who has averaged thirty-two (32) hours or more of work per week during the applicable Look Back Period; or
 - iii. Following thirty (30) days of employment, any employee who has not been employed for an entire Look Back Period used to measure ongoing employees and who is reasonably expected to work thirty (30) hours or more per week when hired; after completion of the look back period, the employee will not be considered “full time” unless he averaged thirty-five (35) hours or more during the look back period; or
 - iv. Following thirty (30) days from transfer, any employee who has not been employed for an entire Look Back Period used to measure ongoing employees and who transfers into a position where he or she is reasonably expected to work thirty (30) or more hours per week. After completion of the look back period, the employee will not be considered “full time” unless he averaged thirty-five (35) hours or more during the look back period.

(c) The term “Eligible Part-Time Employee” shall mean any employee, excluding Courtesy Clerks, whose schedule is variable or who has been employed over an entire Look Back Period used to measure new or ongoing employees and who has averaged at least twelve (12) hours of work per week, but fewer than thirty (30) hours of work per week during the applicable Look Back Period.

(d) The term “Eligible Part-Time ACA Employee” shall mean any employee, including Courtesy Clerks, who has been employed over an entire Look Back Period used to measure new or ongoing employees and who has averaged at least thirty (30) hours per week, but who does not qualify as an Eligible Full-Time Employee under Section 26.1(b) above.

26.2 Effective January 1, 2015: Eligible Full-Time Employees, as determined in Section 26.1, who were hired prior to November 1, 2013, who were participants in the Plan 1 FT on November 1, 2013, and who continued to participate in said Plan 1 FT on December 31, 2014, will be permitted to participate in the UFCW Unions and Employers Health and Welfare Fund - Atlanta (“Fund”), Plan 1 PPO, provided they continue to meet the definition contained in paragraph 26.(b)(i) or (b)(ii). Beginning January 1, 2021, the Employer will remit a contribution to the Fund equal to \$1,028.59 per month (the “Plan 1 Contribution”) for Plan 1 PPO coverage with respect to each such employee for so long as such employee continues to meet the requirements set forth in Section 26.1(b)(i) or (b)(ii). The monthly remittance is subject to adjustment as per Section 26.9.

26.3 Effective January 1, 2015, any Eligible Full-Time Employees not meeting the additional requirements of 26.2, above, will be permitted to participate in the Plan 2 PPO, provided they continue to meet the definition of Eligible Full-Time Employee contained in paragraph 26.1(b)(i), or (b)(iii), or (b)(iv). Beginning January 1, 2021, the Employer will remit a contribution to the Fund for each such employee equal to \$437.11 per month (the “Plan 2 Contribution”) for Plan 2 PPO coverage for so long as such employee continues to meet the requirements set forth above. The monthly remittance is subject to adjustment as per 26.9. After a total of forty-eight (48) monthly Plan 2 Contributions have been made by the Employer with respect to an Eligible Full-Time Employee who is not then participating in Plan 1 FT, such Eligible Full-Time Employee shall be permitted to participate in such Plan 1 FT. The Employer will remit a contribution to the Fund for each such employee equal to the Plan 1 Contribution for so long as such employee continues to be an Eligible Full-Time Employee, as provided in 26.1.

26.4 Effective January 1, 2015, any eligible Full-Time Employee who elects to enroll in coverage under the Fund can elect a benefit package for their spouses that consists of dental and vision benefits for an employee contribution of \$2.00 per week, with no additional contribution from the Employer. Such employee contributions shall be collected by the Employer via payroll deduction on a pre-tax basis and remitted to the Fund. Effective January 1, 2021, the employee contribution amount shall be as reflected as the “Spouse Dental/Vision Add-On” amount shown in Section 26.13. Effective January 1, 2022, such employee contributions shall be collected by the Employer via payroll deduction on a pre-tax basis and retained by Employer.

26.5 Effective January 1, 2015: Eligible Part-Time ACA Employees, as defined in Section 26.1(d), will be entitled to participate in the Plan 3 PPO, provided they continue to meet the Plan’s participation requirements. Employees included in this paragraph will be eligible to elect coverage for dependent children as of January 1, 2016. Beginning January 1, 2021, the Employer will remit a contribution to the Fund for each such employee equal to \$291.77 (the “Plan 3 Plus Contribution”) for each such employee so long as the employee continues to qualify under this Section 26.5. The monthly remittance is subject to adjustment as per Section 26.9.

26.6 Effective January 1, 2015: Eligible Part-Time Employees, as defined in Section 26.1 will be permitted participate in the Plan 3 PPO, provided they continue to meet the Plan's participation requirements. Beginning January 1, 2021, the Company will remit a contribution to the Fund for each such employee equal to \$291.75 per month (the "Plan 3 Contribution") for each such employee so long as such employee continues to be an Eligible Part-Time Employee. The monthly remittance is subject to adjustment as per Section 26.9.

26.7 For purposes of Section 26.1, hours of service shall be determined in accordance with the requirements of Section 4980H and federal Treasury Regulation 26 CFR 4980H-3(b)(2). Without limiting the foregoing, paid holidays and vacations shall be considered time worked for the purpose of Section 26.1.

26.8 For employee's first starting participation as an Eligible Full-Time Employee or Eligible Part-Time Employee, Fund benefits become effective on the first day of the second consecutive calendar month in which the Employer remits a contribution for such employees. For such employees who are starting participation pursuant to satisfaction of the requirements in Sections 26.1(B)(i) or 26.1(C) above, the Company's obligation to contribute the Fund will begin the first day of the month prior to the first month of the applicable Stability Period. For such employees who are starting participation pursuant to satisfaction of the requirements in Sections 26.1(B)(iii) or 26.1(B)(iv) above, the Company's obligation to contribute to the Fund will begin the first day of the month following satisfaction of said requirements.

26.9 Beginning each January 1 of each year starting with January 1, 2022, the Company will pay up to eight percent (8%) increase if needed for each eligible employee based on the Fund consultant's projections and implementation by the Board of Trustees, for benefits now in effect or benefits which may be changed during the terms of this agreement. If the maximum of eight percent (8%) is not needed 1-1-2022, 1-1-2023 or 1-1-2024, the remaining percentage may be rolled over into 2023, 2024 or 2025. In the event the above listed increases are not implemented on January 1 of each year, they may be implemented at a later date each calendar year. The Fund Office will provide a letter in advance related to any increases, said increases to be effective sixty (60) days from receipt of said letter. The Company has a right to request further information for justification of these increases.

26.10 Discontinuance of Contributions to the Fund. Contributions to the Fund shall be discontinued as of the first of the month immediately following the employee's termination, or otherwise ceasing to be an eligible employee under the terms of the Plan, subject to the Family Medical Leave Act, and as provided elsewhere in this Article.

26.11 Continuance of Contributions to the Fund: Contribution to the Fund shall be continued under the following conditions:

- (a) In case of documented illness, documented non-compensable injury, three (3) months contribution following (the month in which the illness or injury occurred).
- (b) In case of compensable injury under the State's workers' compensation laws, contributions will be made until such time as the employee is allowed to return to work or a final settlement is reached on his claim, but not more than twelve (12) months.

- (c) In the case of an eligible employee on an approved Family and Medical leave of absence, contributions will be continued up to a maximum period of twelve (12) weeks pursuant to the provisions of the Family and Medical Leave Act.
- (d) The Company shall immediately make contributions on behalf of employees who return to work from lay-off or leave of absence due to illness, injury, or pregnancy.

26.12 Participant Enrollment: On an annual basis, there will be a participant enrollment procedure conducted by the Fund Administrator, during which employees will have the opportunity to enroll or waive coverage. Eligible Full-Time Employees and, beginning January 1, 2016, Eligible Part-Time ACA Employees enrolling in coverage will also have the opportunity to elect their tier of coverage as: employee only, or employee plus child(ren). An employee who enrolls will be ineligible to change their tier of coverage until the next annual enrollment period unless there is a qualifying life event in accordance with Fund rules and applicable law. An employee who waives coverage will be ineligible to enroll/re-enroll until the next annual enrollment period unless there is a qualifying life event in accordance with Trust rules and applicable law. Employees who waive coverage will not be eligible for health benefits, including medical, pharmacy, dental, and vision, through the Trust Fund. The Company will continue to make contributions for eligible employees who waive coverage during such enrollment.

26.13 Employee Contributions: Each eligible employee that enrolls for coverage shall have an employee contribution for their coverage. Such employee contributions shall be collected by the Company via payroll deduction on a pre-tax basis and retained by the Employer. The Employer Contribution amounts, as established in Section 26.2 through 26.6 and modified by Section 26.9 shall be calculated to reflect that the employee contributions are not remitted back to the Fund. The amount of Employee Contributions is as follows (all amounts are expressed as per employee per week):

Coverage Tier	Effective 1/1/21	Effective 1/1/22	Effective 1/1/23	Effective 1/1/24
Full-Time Employee Only	\$ 5.00	\$ 5.00	\$ 6.00	\$ 7.00
Part-Time Employee Only	\$ 5.00	\$ 5.00	\$ 6.00	\$ 7.00
Full-Time Employee + Child(ren)	\$12.00	\$12.00	\$13.00	\$14.00
Part-Time ACA Employee + Child(ren)	\$12.00	\$12.00	\$13.00	\$14.00
Full-Time Spouse Dental/ Vision Add-On	\$ 2.00	\$ 2.00	\$ 3.00	\$ 4.00
Dual Employee* Only	\$ 5.00	\$ 5.00	\$ 6.00	\$ 7.00
Dual Employee* + Spouse	\$12.00	\$12.00	\$13.00	\$14.00
Dual Employee* + Family	\$15.00	\$15.00	\$16.00	\$17.00

* A Dual Employee is any Eligible Full-Time Employee whose spouse is (i) employed by the Company, (ii) qualifies as an Eligible Full-Time or Eligible Part-Time Employee and (iii) enrolls in coverage under the Fund as an employee at a minimum of Employee Only coverage.

26.14 Eligibility for Benefits under the Fund: Eligible employees shall become eligible for benefits in accordance with the rules of eligibility as adopted by the Trustees or as may be amended from time to time by the Trustees.

26.15 Legal Services Fund: Effective the first of the month following ratification, the Company shall contribute for each employee qualifying under Section 26.1, eight dollars (\$8.00) per month to the United Food and Commercial Workers Union and Employers Legal Assistance Fund, which Fund is a jointly administered Employer and Union Trust Fund, as provided in the Trust agreement. In the event the legal plan's reserves exceed eight (8) months, contributions will be suspended until the Trustee's deem additional monies are necessary [goal of six (6) months reserves].

The parties agree that should the Plan be terminated; the assets of the Plan will be transferred to the Health Care Plan if allowed by law subject to approval of the Board of Trustees. Contributions to the Legal Fund shall be subject to the provisions of Sections 26.1 through 26.8 and Section 26.11.

26.16 In the event any provision of this Article fails to meet the minimum requirements of any Federal law, to include compliance with the Federal Affordable Care Act and the avoidance of the tax imposed by Section 4980H of the Internal Revenue Code as added by the Affordable Care Act, as said Act is being enforced at the time, that provision shall be deemed amended so as to meet the minimum requirements of the Federal law and to avoid the imposition of such tax.

ARTICLE 27 – PENSION PLAN AND ESOP

27.1 Effective as of the date of ratification of this Agreement, and conditioned on the approval of the Board of Trustees of the Pension Fund of Local 227 ("Fund") and compliance with Fund requirements, employees shall be eligible to participate in the Fund in accordance with the following:

a) An employee who first completes an hour of service for the Employer before November 1, 2014 will be eligible for participation in the Fund after completing one-thousand (1,000) hours of service within a Plan Year beginning on or after November 1, 2014. An employee who first completes an hour of service for the Employer on or after November 1, 2014 will be eligible for participation in the Fund after completing one-thousand (1,000) hours in the earlier of (i) the twelve (12) consecutive months beginning on the date the employee first completes an hour of service, or (ii) any subsequent Plan Year beginning after the date the employee first completes an hour of service. An employee shall commence participation as of the November 1st or May 1st next immediately following the employee's first completion of one-thousand (1,000) hours of service during these periods.

An employee will receive contributions to and vesting service in the Fund for each HAC, Inc. Fiscal Year beginning on or after November 1, 2014 in which he completes one-thousand (1,000) hours of service; provided that with regard to the HAC, Inc. Fiscal Year in which the employee commences participation in the Fund, the employee shall be eligible to receive a contribution only for hours of service earned during months within the HAC, Inc. Fiscal Year beginning with and following the date that the employee commences participation in the Fund. For example, a participant who commences participation on November 1, 2015, shall be eligible to receive contributions to the Fund based on hours of service earned after October 31, 2015 and through the end of that HAC, Inc. Fiscal Year, provided the employee has earned one-thousand (1,000) hours of service during such HAC, Inc. Fiscal Year. The contribution rate shall be equal to;

\$.39 per hour January 1, 2018-December 31, 2018
\$.39 per hour January 1, 2019-December 31, 2019
\$.38 per hour January 1, 2020-December 31, 2020

\$.37 per hour January 1, 2021-December 31, 2021

Thereafter, said contribution rate for employees shall remain \$.37 per hour to the defined pension plan for the term of the agreement.

b) An employee will be one-hundred percent (100%) vested after completing five (5) years of vesting service with the Employer.

c) A contribution shall be made for hours worked, vacations, holidays, and other paid leaves of absence. Eligible employees will receive a contribution for each hour as determined under this Article, but such hours shall be capped at forty (40) hours each week.

27.2 Members of the Bargaining Unit covered by this Agreement will be allowed to participate in the HAC, Inc. Stock Ownership Plan on the terms provided in the Plan documents, based on the HAC, Inc. date of hire, provided the stores covered by this Agreement, as shown on Exhibit C.

ARTICLE 28 – ENTIRE AGREEMENT

28.1 This Agreement is for its term the final settlement without any further bargaining of all matters that were the subject of proposals the parties made when they bargained this Agreement.

28.2 It is understood and agreed that no past practices, letters of agreement, except for those covered in this Agreement, which were or may have been observed prior to the date of this Agreement, shall have any force or effect on the parties hereto.

28.3 This Agreement may not be modified or terminated orally, and no modification, termination or waiver shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE 29 – TERM OF AGREEMENT

29.1 This Agreement shall continue in effect from the 21st day of March 2021 to the 23rd day of March 2024 and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party sixty (60) days prior to the expiration date or prior to any anniversary thereafter of a desire for termination of or for changes in the Agreement.

IN WITNESS WHEREOF, the said parties have caused duplicate copies to be executed by their duly authorized agents:

HAC Inc.

UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1996
AFL-CIO & CLC

John Cripe.
VP of Human Resources
HAC Inc.

Eric Taylor
Director of Collective Bargaining
UFCW Local 1996

Sherri Kudron
Human Resources
HAC Inc.

Maria Davenport
Senior Retail Servicing Director
UFCW Local 1996

EXHIBIT A - CLASSIFICATIONS

Courtesy Clerk

Food Clerk

Bakery/Deli Clerk

Produce Clerk

Meat Clerk

Assistant Department Manager

Cake Decorator

Scan Clerk

Inventory Control Clerk

Frozen Food/Dairy Manager

Meat Cutter

Meat Apprentice

In the event the Employer established a new classification, it will discuss the appropriate rate of pay with the Union.

EXHIBIT B - WAGES

The following scale of wages shall be in effect for employees covered by this contract. These rates will take effect on the date shown below. The months of employment shall be determined from the date of hire with HAC, Inc., or its predecessors for the stores covered by this Agreement, whichever is earlier, provided that employees earning more than the rates shown below for their months of employment shall be frozen at that rate until their date of service would result in an increase, and provided further that if an employee is earning less than the rate shown below for their months of employment he shall move to the corresponding rate equal to tenure in Exhibit B, and increases will commence from that rate. Part-time employees will be capped at 42 months of employment with HAC, Inc.

Employees who are receiving hourly rates in excess of the rates shown below will receive no further increases until their rate for their time in grade catches up to the rate shown below. Further, if the Federal minimum wage rate is increased, employees who receive wage increases as a result will receive no further increases until their time in grade wage shown above is higher than the Federal minimum wage rate.

Courtesy Clerks	7/11/2021	7/24/2022	7/23/2023
Start	\$7.75	\$7.80	\$7.85
12 months	\$8.25	\$8.30	\$8.35

Clerks: Food, Bakery/Deli, Produce & Meat	7/11/2021	7/24/2022	7/23/2023
Start	\$7.95	\$8.20	\$8.55
12 PT/FT	\$8.45	\$8.70	\$9.05
18 PT/FT	\$8.95	\$9.20	\$9.55
30 PT/FT	\$9.45	\$9.70	\$10.05
36PT/FT	\$9.95	\$10.20	\$10.55
42 PT/FT	\$10.45	\$10.70	\$11.05
48 FT	\$10.95	\$11.20	\$11.55
54 FT	\$11.75	\$12.00	\$12.35

Asst. Dept. Mgrs.; Cake Decorator; Sean File Maint. Clerk; Inv. Control Clerk; FF/ Dairy Mgr.	7/11/2021	7/24/2022	7/23/2023
0-124,999K	\$11.80	\$12.05	\$12.40
Budgeted sales			
125-199,999K	\$12.10	\$12.35	\$12.70
Budgeted sales			

Meat Cutters	7/11/2021	7/24/2022	7/23/2023
Start	\$13.00	\$13.25	\$13.60
12	\$13.50	\$13.75	\$14.10
24	\$14.00	\$14.25	\$14.60
36	\$14.60	\$14.85	\$15.20

Meat Apprentice	7/11/2021	7/24/2022	7/23/2023
Start	\$9.50	\$9.75	\$10.10
12	\$10.25	\$10.50	\$10.85
24	\$11.00	\$11.25	\$11.60
36	\$12.00	\$12.25	\$12.60

At the sixty (60) months the apprentice will go to the cutter rate if they successfully pass a cutting test administered by a company meat specialist and if there is an opening for a cutter that the apprentice will accept.

EXHIBIT C - LOCATIONS

Piggly Wiggly #590	433 Roundtree Drive	Dawson	GA	39842
Piggly Wiggly #593	1425 Rocky Creek Road	Macon	GA	31206
CashSaver #597	215 5 th Street	Eastman	GA	31023
Piggly Wiggly #598	123 Main Street	Gordon	GA	31031
Piggly Wiggly #781	731 S. Wayne Street	Milledgeville	GA	31061
Food World #782	613 Central Drive	East Dublin	GA	31027

Please Note: Store names may change, but all of the above listed stores comprise the bargaining unit for which the Union serves as the employees' collective bargaining representatives.

SIDE AGREEMENT

In the event the Employer opens or acquires a conventional retail store similar to existing stores covered by this Agreement, the Employer will allow a representative of the Union access to the employee break room to talk with the employees during the non-work time of the employees. The Union representative will not interfere with the performance of employees on duty.