

**GENERAL COLLECTIVE BARGAINING AGREEMENT BETWEEN
RESTAURANT DEPOT/JETRO CASH & CARRY
AND
U.F.C.W. LOCAL 2013
Effective September 12, 2016
For the four-year term
EXPIRING SEPTEMBER 11, 2020**

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THIS GENERAL AGREEMENT, made and entered into this 22nd day of November, 2016, by and between U.F.C.W. Local 2013, located at 9235 4th Avenue, Brooklyn, New York 11209, hereinafter referred to as the "Union" and Restaurant Depot/Jetro Cash & Carry, with its principal offices located at 15-14 132nd Street, College Point, NY 11356, hereinafter referred to as the "Employer" or the "Company."

WITNESSETH:

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I (a) - RECOGNITION

The Employer recognizes and acknowledges the Union as the sole and exclusive collective bargaining agency for all of its employees (defined below) at Company branch locations identified on the attached Exhibit A, which is incorporated herein by reference, and future branch locations which the Employer owns or operates upon the presentation by the Union of signed authorization cards or membership applications authorizing the Union to represent the majority of the employees at said branch location ("Branches").

ARTICLE I (b) - SCOPE OF AGREEMENT

This General Agreement is intended by the parties hereto to apply to all present and subsequently established or acquired Branches within the territorial United States and Canada ("Jurisdiction") that the Employer owns, operates, acquires, leases, manages or controls. Accordingly, the Employer and the Union acknowledge that covered employees ("Employees" or "employees") within said Jurisdiction constitute a single multi-location Collective Bargaining Unit.

When a majority of the eligible employees performing work covered by this General Agreement executed a card authorizing the Union to represent them, as their Collective Bargaining agent at any Branch within the Jurisdiction, then, said employees shall automatically be covered by this General Agreement and the applicable Supplemental Agreement for said Branch(es) ("**Supplemental Agreement**").

All such Supplemental Agreements are subject to and controlled by the terms of this General Agreement. The Employer, the Union and the employees covered under this General Agreement and the aforesaid Supplemental Agreements recognize that this General Agreement and the aforesaid Supplemental Agreements constitute one contract, and are separate documents for

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convenience only, and are not intended to create separate Collective Bargaining contracts or units.

If the Employer refuses to recognize the Union as above set forth and the matter is submitted to the National Labor Relations Board, or any mutually agreed upon process for determination of said recognition issue(s), and such determination results in certification or recognition of the Union, all benefits of this General Agreement and the applicable Supplemental Agreement shall be retroactive to the date of demand for recognition.

ARTICLE II - UNION SECURITY

Section 1. It shall be a condition of employment that, (a) all present 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, on the 61st calendar day following the effective date of this Agreement, become and remain members in good standing in the Union; and (b) all employees covered by this Agreement and hired on or after its effective date shall on the 61st calendar day following the beginning of such employment, become and remain members in good standing in the Union.

Section 2. Benefit Eligible Employees: Employees shall be considered benefit eligible employees if he/she works twenty-five (25) hours or more per week.

Section 3. Ineligible Employees: Employees shall be considered part-time employees and not be included in the Union contract if he/she works less than twenty-five (25) hours per week. In addition, part-time employees shall be permitted to work more than twenty-five (25) hours per week, for a period of up to seventy-five (75) days and not be included in the Union contract.

If any part-time employee works more than twenty-five (25) hours per week for a period exceeding seventy-five (75) days, said employee shall become a Union member and receive all conditions in the Union contract.

The Company shall have the right to employ temporary help from outside services for short term need for up to sixty (60) days or during busy seasons, so long as it does not lead to the replacement of Union jobs.

Section 4. The Employer shall contribute for all non-probationary full time employees that have been employed after the effective date of this Agreement the required contribution, to the Local 2013 Annuity Fund as per *Article XI - Annuity Fund* and

the contribution to the Local 2013 Health & Welfare Fund as per *Article XII - Welfare Fund*.

Section 5. For the purposes of the Article, an employee shall be considered a member of the Union in good standing if he tenders periodic dues and initiation fees uniformly required as a condition of membership. The Employer will remit these deductions to the Union.

Section 6. If any employee shall fail to become a member of the Union at the required time, or shall fail to maintain his Union membership in good standing then upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, the Employer shall within one (1) week after receipt of such written notice discharge said employee. The employee shall have the opportunity, after notification from the Union to the Employer in his default, to correct said default by the tender of the required dues or initiation fees. The Union agrees to indemnify and hold the Employer harmless against any damage or expense incurred by reason of any discharge affected at the request of the Union. The Employer will remit all deductions of periodic dues and initiation fees to the Union.

Section 7. In the event the Employer becomes involved in a controversy with any other Union, the Union will use its best efforts to help effect a fair settlement.

ARTICLE III - PROBATIONARY PERIOD

All new employees and employees rehired after a break in service shall be deemed to commence their employment on a temporary probationary basis without seniority status and said probationary period shall include the first sixty (60) calendar days of employment. Within the probationary period, the Employer may discharge or otherwise discipline any such new or rehired employees for any reason whatsoever and such action shall not be subject to the grievance or arbitration provisions of this Agreement. Upon the Employer's request the probationary period may be extended to ninety (90) calendar days, but such extension shall not alter any of the provisions in this Agreement, except that the Employer shall have the right to discharge an employee during the extension.

ARTICLE IV - HOURS OF WORK AND OVERTIME

1. A week's work shall normally consist of forty (40) hours of work, divided by the Employer into five (5) days (Sunday through Saturday inclusive) of eight (8) hours of work, to be scheduled by the Management, exclusive of an unpaid meal period of up to one (1) hour

schedule depending on the department worked as near to the middle of the working day or night as practicable.

2. All hours worked in any week (including hours worked on Saturday & Sunday) in excess of forty (40) hours in one week shall be overtime and shall be paid at the rate of time and one-half (1 ½) .
3. For the purpose of computing overtime, a paid holiday shall count as a day worked.
4. In the event that an employee works a shift that is partially in a regular work-day and partially in a holiday, work performed during the holiday portion of the shift shall be paid in accordance with the provisions of Article V.
5. The provisions of this Article shall in no way be construed as a guarantee by the Employer of any amount of work in any period or as a limitation on hours of work in any period.
6. It is understood and agreed that in no case shall premium pay of overtime rates be paid twice for the same hours of work. There will be no pyramiding or duplicating of overtime.
7. All employees are expected to work reasonable amounts of overtime when such work is necessary. The Employer may excuse employees from working overtime when they have valid excuses for not working. Employees must give their supervisors reasonable advance notice of their inability to work overtime. The Employer will give employees reasonable advance notice when the need for overtime arises.
8. Weekend schedules will be assigned on the basis of seniority, skill and ability with seniority as the deciding factor when skill and ability are equal.
9. The Company will endeavor to consider Seniority in employees' scheduling preferences.

ARTICLE V - HOLIDAYS AND PERSONAL DAYS

1. The following days shall be observed as paid holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Up to four (4) Personal days, per the accrual schedule	

*Employees must give Employer at least one week's notice in order to be paid for any Personal Days.

All employees shall receive their Personal Days as follows:

1st year of employment	One (1) Personal day
After 2 year of employment	Two (2) Personal days
After 3 years of employment	Three (3) Personal days
After 4 years of employment	Four (4) Personal days

2. Upon ratification, all current Members who fall within the above listed seniority categories shall, upon their next anniversary date, accrue for the additional Personal Days.
3. In order to be eligible for holiday pay, the employee must work the last regular work day scheduled before the holiday and the first scheduled work day following the holiday and be employed by the company for 60 calendar days prior to the holiday.
4. Should any of these aforementioned holidays fall within the sixty (60) day probationary period, the employee will not receive pay for such holiday.
5. Holiday pay shall consist of eight (8) hours straight-time pay. An employee who works his scheduled hours on a holiday shall receive time and one-half (1 ½) his regular pay for the hours worked. The Employer shall have the right to substitute another day off for the holiday worked.
6. In the case of employees regularly working less than eight (8) hours, reference to "8" hours in the paragraphs above shall read "his average regular number of hours worked," based upon the average of the most recent six (6) months of work.
7. Any employee currently receiving personal days above the amounts set forth in this Article shall be red-circled and continue to receive such higher amounts during the term of the Agreement.

ARTICLE VI - VACATION

1. Vacations with pay shall be granted in each calendar year to all non-probationary employees as follows:

<u>LENGTH OF EMPLOYMENT</u>	<u>LENGTH OF VACATION</u>
One (1) year	One (1) week
Three (3) years	Two (2) weeks
Six (6) years	Three (3) weeks

For the purposes of computing vacation benefits, an employee's length of service shall be computed from his most recent date of hire.

2. Vacation pay for each week of vacation shall be calculated by multiplying the employee's regular straight time hourly rate of pay in effect during the payroll period by forty (40). Vacation pay may be requested to be paid in advance and it shall be paid on the pay day immediately preceding the vacation period of the employee.
3. In the case of employees working less than forty (40) hours, the reference to "40" hours in the paragraphs above shall read "his average regular number of hours worked," based upon the average of the most recent (6) months of work
4. Unless state law prohibits, employees are not permitted to carry over their vacations from one (1) year to the next. Any unused vacation remaining at the end of an employee's anniversary date shall be forfeited unless the Employer authorizes the making of such vacation payments for the unused vacations days.
5. The Employer at its sole options shall have the right to schedule vacation periods for the employees. All scheduled vacations shall be designated by the Employer at least four (4) weeks prior to the time it commences. Whenever the needs of the business permit, vacation periods shall be scheduled by taking into consideration the preferences and seniority of the employees.
6. When a paid holiday falls within a vacation period, the employee will receive an additional day's pay.
7. Employees laid-off or quitting shall be paid their unused vacation entitlement. In the event of the death of any employee covered by this Agreement, unused vacation entitlements will be paid but subject to the above guidelines.
8. Any employee currently receiving vacation benefits above the amounts set forth in this Article shall be red-circled and continue to receive such higher amount during the term of the Agreement.

ARTICLE VII - LAY-OFF & SENIORITY

1. All employees continuously employed for a period exceeding sixty (60) calendar days and not categorized as probationary shall be entitled to seniority rights, as provided herein. For the purposes of determining seniority, the length of an employee's service shall be computed from the date of his hire or rehire. An employee shall retain his place on the seniority list for six (6) months after lay-off. Seniority for employees transferring from

another location shall be based on their original date of hire.

2. In all cases of lay-off and in all cases of recall, the following principle will govern: Seniority shall prevail providing the skill, ability and work record of the employees are relatively equal and the employee has the ability to do the work.
3. The Employer will provide the Union one (1) weeks' notice of a pending lay-off along with a list of names of the affected members/employees.
4. In the event of a reduction in the work force, all probationary employees shall first be laid-off. If a further reduction is required, employees shall be laid-off in accordance with the principle set forth in Section 2 of this Article. Whenever a reduction in the force is necessary, the Employer shall give two (2) days notice of such lay-off to the regular employees.
5. The Employer will prepare and submit to the Union a seniority list based upon the length of service record for the employees.
6. Any employee who has, or may quit or has been or may be discharged for cause, shall lose all previously accumulated seniority.
7. Any employee who does not report for work within forty-eight (48) hours after date required to report from lay-off, shall forfeit employment and be removed permanently from the lay-off list as eligible for recall.
8. For all Job Postings seniority, skill and ability will be used. Seniority will be the deciding factor when skill and ability are equal.

ARTICLE VIII - WAGE INCREASES

All current employees will be paid at least fifty (\$0.50) cents above the applicable Federal, State or Local Minimum Wage after successful completion of their Probationary Period. This will apply up to cap of \$10.50 per hour. This shall be effective for eligible employees as of October 17, 2016. The parties may negotiate additional wage increases in Supplemental Agreements consistent with the terms of those Agreements.

ARTICLE IX - SHIFT DIFFERENTIALS AND JOB DUTY PREMIUMS

1. A) Hourly Shift Differentials will be paid to employees working the following hours:

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- hours worked within 8 p.m. - 11 p.m. will receive a premium of sixty (\$0.60) cents per hour; and,
- hours worked within 11 p.m. - 5 a.m. will receive a seventy-five (\$0.75) cents per hour.

B) Employees working in California Branches that have hourly shift differentials set at seventy-five (\$0.75) cents per hour beginning at 4p.m. or later shall be red-circled and continue to receive such shift differential during the term of this Agreement.

C) All employees when transferred from the day shift to the night shift shall receive a shift differential in accordance with the above.

D) The Employer shall post a notice for volunteers for any opportunities on the night shift. If the Employer cannot obtain the required amount of employees to work the night shift, the Employer shall have the right to schedule employees to work the night shift in order of seniority.

E) Any employee currently receiving Shift Differential above the amounts set forth in this Article shall be red-circled and continue to receive such higher amount during the term of this Agreement.

F) This provision shall be effective for eligible employees as of October 17, 2016.

2. A) The Employer will pay job duty premiums for employees assigned to work in the Freezer, Cooler or operating Hi-Los as follows:

<u>Effective Date</u>	<u>Freezer</u>	<u>Cooler</u>	<u>Hi-Lo</u>
October 17, 2016	\$0.40/hr	\$0.25/hr	\$0.90/hr
September 12, 2018	\$0.60/hr	\$0.25/hr	\$0.90/hr
September 12, 2019	\$0.75/hr	\$0.25/hr	\$.090/hr

B) Any employee currently receiving premium pay above the amounts set forth in this Article shall be red-circled and continue to receive such higher amount during the term of this Agreement.

C) In the event an employee claims that premiums were not paid, the Employer shall substantiate payment.

D) The Hi-Lo, Freezer and Cooler differentials are considered "Duties Differentials."

The differentials based on timing of hours worked are considered "Shift Differentials." Only one Duties Differential may apply to any time worked. The highest applicable Duties Differential (Freezer, Cooler, Hi-Lo) will be paid in conjunction with a Shift Differential when both apply.

E) This provision shall be effective for eligible employees as of October 17, 2016.

ARTICLE X - DEATH IN FAMILY

Employees who have a death in their immediate family shall receive up to three (3) consecutive days of leave of absence with pay. Immediate family shall mean, Spouse, Son, Daughter, Father, Mother, Brother or Sister. Employees who have a death involving Mother-in-law or Father-in-law, Grandparents, shall receive one (1) day leave of absence with pay. Employees must produce a death certificate to prove such death and further proof, if requested, satisfactory to the Employer to receive this benefit.

ARTICLE XI - SEVERANCE ALLOWANCE

Any employee whose employment is terminated by the Employer for any reason other than misconduct on the part of the employee shall, upon such termination, receive his unused sick leave and vacation pay. There will be no pro-rating of vacation and sick leave for the contract year in which the termination occurs.

In the event the Employer sells or closes the business, he shall pay the following severance allowance to all employees entitled to the benefit no later than thirty (30) days prior to the closing or sale.

- If employed 2 years, but less than 3 years1 week
- If employed 3 years, but less than 5 years2 weeks
- If employed 5 years, or more3 weeks

ARTICLE XII - ANNUITY FUND

Section 1. The Employer will make contributions to the UFCW Local 2013 Annuity Fund monthly in accordance with the schedule below on behalf of non-probationary employees by the end of the month following the month for which benefits are provided. The Employer will commence such payments for new employees after they complete ninety (90) days of employment.

The Employer's Annuity Contributions on behalf of employees shall be as

follows:

<u>EFFECTIVE DATE</u>	<u>AMOUNT</u>
60 days - 1 year seniority	\$25.00 per month
1 year - 5 years seniority	\$30.00 per month
5 - 10 years seniority	\$55.00 per month
10 - 20 years seniority	\$65.00 per month
20 years and above seniority	\$75.00 per month

Any employee currently receiving Annuity contributions above the amounts set forth in this Article shall be red-circled and continue to receive such higher amounts during the term of this Agreement.

Seniority shall be determined consistent with Article VII for purposes of the Annuity Contributions schedule.

The Employer shall continue to contribute to the Local 2013 Annuity Fund for any employee who has a break in employment due to sick disability or workers compensation for a period of three (3) months.

Section 2. The Annuity Fund has been created and maintained pursuant to an agreement and declaration of Trust ("Trust"). Said Trust is hereby made a part of this Agreement with the same force and effect as if fully incorporated herein. The Employer and Union hereby agree that upon the execution of this Agreement they shall be deemed parties to the Trust.

Section 3. When an Employer is two (2) months or more in arrears in contributions into the Annuity Fund, the Employer shall make those contributions and, in addition, the Employer shall deposit a sum equal to six (6) months of contributions (based) upon the number of employees for whom contributions were due in that month preceding the demand for that deposit into an Annuity Fund savings account. That sum shall remain on deposit during the lifetime of this Agreement. The interest thereon shall accrue to the Annuity Fund and the principal shall be applied against any further Employer delinquency that might occur during the term of this Agreement. If any further delinquency does arise, during this Agreement, the Employer shall be required to satisfy it and keep six (6) months of contributions on deposit. The deposit of said funds shall be made within ten (10) days after notification by the Annuity Fund.

Section 4. The Employer shall pay all costs and reasonable legal fees incurred or to be

thereon shall accrue to the Welfare Fund and the principal shall be applied against any further Employer delinquency that might occur during the term of this Agreement. If any further delinquency does arise, during this Agreement, the Employer shall be required to satisfy it and keep six (6) months of contributions on deposit. The deposit of said funds shall be made within ten (10) days after notification by the Welfare Fund.

Section 4. The Employer shall pay all costs and reasonable legal fees incurred or to be incurred in ascertaining and collecting any delinquent payments due to the Welfare Fund.

ARTICLE XIV - DISCIPLINE

1. The Employer shall have the right to discipline, up to and including discharge without warning, for just cause. "Just Cause" as used herein shall include, but not be restricted to, working while under the influence of narcotics or alcohol, insubordination, dishonesty, falsification of records or reports required by the Employer, theft, assault, disorderly conduct, incompetence, committing or attempting to commit deliberate damage to the property of the Employer, disloyalty to the Employer by aiding a competitor in any manner whatsoever, disclosing information, after being instructed by the Employer of a confidential nature, failure to abide by plant rules and regulations and such other reason that would tend to disrupt the satisfactory working conditions of the group, or the overall efficiency of the plant. For the purpose of absenteeism, lateness or poor production, Employer shall give at least two (2) warning notices of the specific complaint against the affected employee in writing and copies to the Union and Shop Steward before any employee is suspended or discharged warning notices shall remain part of an employees record for a period of twelve (12) months. The Employer will progressively discipline employees for issues involving attendance and performance. A minimum of two (2) disciplinary actions will be necessary prior to a discharge. The Employer will maintain the ability to immediately discharge employees for the existing provisions under "just cause."
2. Within forty-eight (48) hours of discharge, the Employer shall notify the Union, in writing, of the reason for the discharge.
3. Notice of protest of the discharge must be made to the Employer by the Union in writing within ten (10) days from the date of notice of discharge.
4. If the Union and the Employer are unable to agree as to the settlement of the question, then it may be referred to arbitration, as set forth in Article XX, within ten (10) days after the above notice of protest is given to the Employer by the Union.

incurred in ascertaining and collecting any delinquent payments due to the Annuity Fund.

ARTICLE XIII - WELFARE FUND

Section 1. The Employer will make contributions to the UFCW Local 2013 Health & Welfare Fund monthly in accordance with the schedule below on behalf of non-probationary employees by the end of the month following the month for which benefits are provided. The Employer will commence such payments for new employees after they complete ninety (90) days of employment.

<u>Effective Date</u>	<u>Single Coverage</u>	<u>Family Coverage</u>
September 12, 2016	\$160.68	\$433.84
January 1, 2017	\$160.68	\$433.84
January 1, 2018	up to 8% MoB	up to 8% MoB
January 1, 2019	up to 8% MoB	up to 8% MoB

Maintenance of Benefits (MoB) increases will be based on the actual experience as determined by the Fund.

The Employer shall continue to contribute to the Local 2013 Health & Welfare Fund for any employee who has a break in employment due to sick disability or workers compensation for a period of three (3) months.

The Employer is required to make contributions to the Welfare Fund, at the applicable rates set forth above.

Section 2. The Welfare Fund has been created and maintained pursuant to an agreement and declaration of Trust ("Trust"). Said Trust is hereby made a part of this Agreement with the same force and effect as if fully incorporated herein. The Employer and Union hereby agree that upon the execution of this Agreement they shall be deemed parties to the Trust.

Section 3. When an Employer is two (2) months or more in arrears in contributions into the Welfare Fund, the Employer shall make those contributions and, in addition, the Employer shall deposit a sum equal to six (6) months of contributions (based) upon the number of employees for whom contributions were due in that month preceding the demand for that deposit into a Welfare Fund savings account. That sum shall remain on deposit during the lifetime of this Agreement. The interest

ARTICLE XV - NON-DISCRIMINATION

There shall be no discrimination or sexual harassment of any kind against any employee for Union activity, race, color, religion, sex, marital status, age, handicap or national origin, by the Employer or anyone in his employ.

ARTICLE XVI - MODIFICATION OF AGREEMENT

Neither the Employer nor any individual worker or group of workers will have the right to modify or waive any of the provisions of this Agreement. The Employer will not enter into any individual agreements or arrangements with any of its employees covered by this Agreement.

ARTICLE XVII - LEAVES OF ABSENCE

- A. Union Leave: The Employer will permit an unpaid Leave of Absence for any employee elected or appointed to a full-time position on the Union's Staff. Such Leave of Absence shall continue in effect throughout the period of said employee's term of service, without loss of status of employment or Seniority.
- B. Personal Leave: The Company may at its discretion grant an employee one unpaid leave of absence, without loss of Seniority, of up to a maximum of thirty (30) days in a "rolling" twelve (12) month period; measured backward from the date any such leave is to begin.
- C. Purpose of Personal Leave: Personal Leave is available to assist an employee with serious, unforeseeable life events affecting the employee or member of his/her family, such as serious health conditions for which the employee is not eligible for FMLA Leave or after the employee has exhausted his/her available FMLA Leave. Personal Leave is not available as a substitute for vacation or every day or foreseeable events, such as for family gatherings, childcare arrangements or car trouble. It is not available for the results of misconduct or alleged misconduct, such as incarceration. The Company shall determine in its sole discretion whether Personal Leave is available to an employee for the purpose for which he/she seeks it but, it shall not be unreasonably denied.

ARTICLE XVIII - MILITARY SERVICE

All military leaves shall be as provided by the Military Act, FMLA, USERRA or other legislation governing same, except that in any event, employees shall be restored to their former positions at the prevailing rate of pay, on the basis of seniority, the time spent in military service considered as time actually employed by the Employer. Reinstatement, however, must be applied for within

ninety (90) days after receiving an honorable discharge, and the applicant must be physically able to do the work.

ARTICLE XIX - STRIKES OR LOCKOUTS

1. During the term of this Agreement, or any extension thereof, the Union agrees that there shall be no strike, slowdown, boycott, picketing or work stoppage for any cause whatsoever. The Union, its officers and agents further agree that they will not encourage, condone, aid or support any such strikes, slowdowns, boycotts, work stoppages, picketing or any other violation of this section, directly or indirectly.
2. The Employer agrees that it will not effect or engage in a lockout against employees covered hereunder during the term of this Agreement.
3. Where an authorized work stoppage, slowdown, boycott or strike occurs, the Union will make immediate and substantial efforts to return its members to their respective jobs and shall immediately direct each of its members in writing to return to work and cease any further actions which may affect operations. Nothing herein contained shall preclude the Employer from seeking injunctive relief in Federal or State courts immediately upon the threat or occurrence of any slowdown, work stoppage, strike or other violation of this section.
4. Should any employee or group of employees fail to report to work after being notified by the Union to do so, or otherwise violate this section, the Employer shall have the right to summarily discharge or otherwise discipline the aforementioned employee or group of employees without recourse to the grievance-arbitration procedure.
5. The parties agree to modify and amend all Supplemental Agreements to incorporate into each the language of this Article XIX.

ARTICLE XX - GRIEVANCE PROCEDURE/ARBITRATION

1. A grievance within the meaning of this provision shall include all complaints or disputes involving or arising between the parties concerning the interpretation, application or alleged violation of any of the terms of this Agreement.
2. Grievances shall be processed in accordance with the following grievance and arbitration procedure, whether brought by the Union or by the Employer. As provided in Section 11 of this Article, the timelines under the Grievance Procedure may be extended by mutual agreement.

Step 1. Within five (5) working days after occurrence of the grievance, an earnest effort shall be made to settle it by the employee and or his Shop Steward and the designated representative of the Employer.

Step 2. If the matter has not been satisfactorily disposed of in Step 1, it shall, within ten (10) working days after discussion at Step 1, be reduced to writing and presented to the designated representative of the Employer and to the Union Representative or other designated representative of the Union. The designated representative of the Union and the Employer shall meet as soon as mutually convenient and make an effort to resolve the dispute on a mutually satisfactory basis. If the grievance is settled as a result of such meeting, the disposition shall be reduced to writing and signed by the designated representatives of the Union and Employer. If no settlement is reached, the Employer's designated representative shall give a written answer to the grievance within ten (10) working days after the date of such meeting.

Step 3. If the grievance is not satisfactorily resolved step 2, it must be submitted to FMCS for mediation prior to filing for arbitration in an attempt to mediate a resolution before incurring the expense of arbitration.

3. If, after completion of FMCS mediation at Step 3, the grievance is not satisfactorily resolved, it may be submitted to arbitration by either party upon written notice to the other within ten (10) working days after the conclusion of mediation in Step 3 of the grievance procedure. Such written notice shall specify the matter in dispute, the Section or Sections of this Agreement alleged to have been violated, and the remedy sought. The Union shall have the right to determine whether or not a grievance filed by a member of the Union should be submitted for arbitration.
4. The Arbitrator shall be selected from a panel of proposed arbitrators submitted by the American Arbitration Association and the arbitration shall be conducted under the auspices of and in accordance with the rules applying to the said panels of Arbitrators of the American Arbitration Association or mutually agreed upon venue.
5. Each dispute shall constitute a separate proceeding unless the question involved is common to more than one dispute, in which case the proceedings may be consolidated.
6. The Arbitrator shall have full authority to decide the issue or issues in dispute, except that he shall not have authority to amend, alter, modify or to add to or subtract from the

provisions of this Agreement. His decision and award shall be made in writing and shall be final and binding upon all parties.

7. Should either of the parties fail to attend the hearing set by the Arbitrator, after due and proper notice thereof, the Arbitrator shall be empowered to proceed with the hearing in the absence of either party and shall be empowered to render a final decision and award on the basis of the evidence presented.
8. The fees of the arbitrator shall be evenly split by the Employer and the Union.
9. It is understood and agreed that the Union and Employer are the only parties who have the right to request arbitration under this Section.
10. Nothing contained herein shall be construed to circumvent the right of an employee to take a grievance up with the Employer and have same settled without the intervention of the Union; provided, the settlement is not inconsistent with any provisions of this Agreement, and further provided the Union has been given the opportunity to have a representative present at the time of settlement.
11. Any employee or Union grievance not appealed within the time limits and in the manner set forth in each step of the grievance procedure shall be considered settled on the basis of the last answer given by the Employer. Any such grievance not answered by the Employer within the time limits and in the manner set forth in each step of the above procedure may be appealed directly to arbitration by the Union at any time within ten (10) working days of the Employer's default. The time limits set forth in each step of the grievance procedure may be extended by mutual agreement in writing and such extended time limits shall then be considered as applicable to the grievance involved for the purposes of this Section.

ARTICLE XXI - UNION REPRESENTATIVE AND UNAUTHORIZED ACTIONS

1. No Union member or representative other than a duly authorized officer, official or business representative of the Union may instruct employees in the proper method of compliance with, or shall interpret for such employees, the terms of this Agreement.
2. During the term of this Agreement and any successor agreements, employees of the Employer shall have no authority to cause or engage in any strike action or any other action which shall interrupt an Employer's business and no employee, group of employees or Shop Steward is authorized to cause or engage in such action.
3. The Employer recognizes these limitations and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the

authority to impose discipline up to and including discharge, without recourse to the grievance arbitration provisions of this Agreement, in the event any employee has taken unauthorized strike action or employed a slowdown or work stoppage or other interruption of the Employer's business in violation of this Agreement.

4. A duly authorized officer or business representative of the Union shall be permitted to enter the premises of the Employer during all working hours for the purpose of adjusting complaints or ascertaining whether safety standards are maintained or whether the terms and conditions of the Agreement are being observed. The Union representative, shall, when possible, give prior notice to the Employer of any visit to the plant, and upon arrival, shall present himself at the plant. Such representative may interview employees in the plant office and have reasonable access to the plant with the understanding that this privilege will not be abused and such visits will not interfere with production.

ARTICLE XXII - REDUCTION OF WAGE RATES

Nothing in any provision of this Agreement shall be so construed, anything to the contrary notwithstanding, as to effect a reduction in the wage rate of any worker or to increase the number of hours per week which the worker shall be compelled to work in order to earn his present weekly wage.

ARTICLE XXIII - CHECK-OFF

1. The Employer shall deduct from the first payroll in each month for each employee covered by this Agreement who is a member of the Union the monthly Union dues and forward such deductions by mail to the office of the Union, and identify with such deductions the names of the employees, provided that the Employer has received from each employee on whose account such deductions were made, a prior written authorization which shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. The phrase "Union dues" shall include initiation fees and regular dues uniformly provided for by written rule, by-laws or constitution of the Union. It shall be a violation of this Agreement to make such deductions and payment on behalf of any employee not actually employed by this Employer.
2. The Union agrees that it will file with the Employer written and signed authorizations from each affected employee for such deductions prior to the time such deductions are made and it will indemnify and hold the Employer harmless for any action growing out of these deductions. The Employer shall remit these deductions to the Union.

ARTICLE XXIV - CREDIT UNION

Credit Union: The Company agrees that it will deduct from the earning of any present or future employee covered by this Agreement, who has voluntarily signed a deduction authorization card, the amount designated by the employee on such authorization card.

The Company agrees to remit such deduction monthly to the designated Credit Union with the employee's name, Social Security number, the amount being remitted, and the period for which it is being remitted in an electronic format compatible with the credit unions accounting system.

ARTICLE XXV - UFCW ACTIVE BALLOT CLUB

A. UFCW Active Ballot Club: The Company agrees it will deduct from the earning of any present or future employee covered by this Agreement, who has voluntarily signed a deduction authorization card, the amount designated by the employee on such authorization card.

The Company agrees to remit such deduction monthly to the Union with the employee's name, Social Security number, the amount being remitted, and the period for which it is being remitted in an electronic format compatible with the local Union's accounting system.

B. The Employer shall notify the Union in writing of the names of all newly hired employees within ten (10) days of the completion of the probation period.

ARTICLE XXVI - EXAMINATION OF RECORDS

The Union shall have the right during reasonable business hours to examine the payroll records of the Employer to determine the wages and hours worked of employees.

ARTICLE XXVII - REST PERIODS AND WASH-UP PERIODS

Each full time employee shall be allowed at least two (2) rest periods per working day, divided as follows:

fifteen (15) minutes each morning and fifteen (15) minutes each afternoon.

ARTICLE XXVIII - JURY DUTY

Employees who are required to serve on a jury shall receive the difference in wages up to a maximum of one (1) week, which he or she may receive for service on the jury.

ARTICLE XXIX - BULLETIN BOARDS

The Employer shall provide space upon request for a bulletin board in a reasonable accessible place for Union notices. Such notices shall be business-like in tone and content and shall not be defamatory.

ARTICLE XXX - SAFETY PROVISIONS & PAY FOR TIME LOST

The Employer will make reasonable provisions for the safety and health of its employees, and shall comply with all Federal, State and Municipal requirements for safeguards and cleanliness. Should a worker be injured at the plant, he shall be paid for his entire day.

ARTICLE XXXI - SICK LEAVE

See Supplemental Agreement.

ARTICLE XXXII - MANAGEMENT

1. Subject to the express provisions of this Agreement, including Article XX, the Grievance Procedure and Arbitration Clause, the management of the plant and the direction of the working force, and the right to hire, suspend, transfer, lay-off because of lack of work, promote, demote, maintain discipline, maintain efficiency, and terminate employees shall be vested exclusively in the Employer, provided, however, that this shall not be used for the purpose of discriminating against any employee because of his membership or legitimate activities in the Union.
2. The Employer shall have the right to determine the size and composition of its work force, to introduce new and improved methods, facilities and equipment, to fix non-arbitrary standards of quantify and quality of work done, to determine schedules and type of work, and to require adherence to safety rules. The Union shall impose no restriction on the use of materials, tools, appliances or servicing or training methods.
3. The Employer shall have the right to sell the business or to discontinue, move, transfer, all or any part of its operations. The Employer shall have the right to subcontract all or any part of its operations so long as it does not result in the lay-off of any bargaining unit employees.
4. The Union recognizes the Employer's right to maintain discipline of employees including the right to make and enforce reasonable rules and regulations not inconsistent with the terms of this Agreement for the purposes of efficiency, safe practices and discipline.

5. Without restricting in any way the types of work done by supervisors or other non-bargaining unit employees in situations under which work of the same type as that performed by the employees in the bargaining unit was performed prior to this Agreement, supervisors and other non-bargaining unit employees shall be permitted to perform work of the same type as that performed by employees covered by this Agreement to the extent such work was so performed in the past and so long as it does not result in the lay-off of any bargaining unit employees.
6. The enumeration of the right of management as above described shall in no way constitute a waiver or abandonment of any other rights that are unusual and customary for management.

ARTICLE XXXIII - STEWARDS

1. The Union may designate one (1) employee as Shop Steward and one (1) other employee as assistant Shop Steward. For the sole purpose of applying the lay-off and recall provisions of this Agreement, the Shop Steward shall have top seniority in the Shop.
2. The Shop Steward shall be allowed reasonable time for the investigation and adjustment of grievances during working hours. It is understood, however, that this privilege shall not be abused and that the Shop Steward shall not be permitted to interfere with the duties of the employees and the operation of the plant.
3. Shop Steward Training: The Employer shall allow the Shop Steward/ Assistant Shop Steward one (1) day off per year for Shop Steward Training conducted by the Union. The day off shall not count as an absence for disciplinary purposes and shall not be paid for by the Employer. Two (2) week notice must be given to the Employer.

ARTICLE XXXIV - SAVINGS CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately, and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid.

Should the parties be unable to agree on substitute as hereinabove provided. The remaining parts and provisions of this agreement shall remain in full force and effect.

ARTICLE XXXV - PARTIES IN INTEREST

This Agreement is between the Union and the Employer exclusively. It shall not vest or create in any employee or any group of employees covered thereby any rights or remedies which they or any of them can enforce either by law, equity or otherwise. All rights and privileges created or implied by this Agreement shall be enforceable only between the parties hereto. Any modification of this Agreement must be in writing duly executed by the Employer and the Union.

ARTICLE XXXVI - WAIVER

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement each has the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or the contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXXVII - SURVIVAL OF CONTRACT

This Agreement shall be binding upon the respective parties hereto and their assigns, and shall survive change of name, or location or place of business or re-organization. In the event the Employer should sell, assign, transfer or otherwise dispose of this business, he agrees to notify the Union in writing at least thirty (30) days prior to said transfer or assignment.

ARTICLE XXXVIII - EXPIRATION

This Agreement shall expire midnight on the 11th day of September, 2020. It shall be automatically renewed from year to year thereafter, unless modified or terminated by either party giving to the other party not less than sixty (60) days written notice, by registered mail, prior to the next termination date, of its desire to modify or terminate this Agreement. Should said sixty days notice be given, joint conferences between the parties shall commence at least thirty (30) days before the termination date, for negotiation purposes.


ARTICLE XXXIX - TERM OF AGREEMENT

This Agreement shall be a four (4) year Agreement and shall go into force and effect on September 12, 2016 and shall continue in effect until midnight September 11, 2020.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by duly authorized officers and have hereunto set their hands and seals the day and year first above written.

RESTAURANT DEPOT

UFCW LOCAL 2013

BY: 
SHEZ DARDEN, M.S., SPHR,
SHRM-SCP
HUMAN RESOURCES DIRECTOR

BY: 
LOUIS MARK CAROTENUTO
PRESIDENT

DATED: _____

DATED: _____

EXHIBIT "A"

**GENERAL COLLECTIVE BARGAINING AGREEMENT BETWEEN
RESTAURANT DEPOT/JETRO CASH & CARRY
AND
U.F.C.W. LOCAL 2013
Effective September 12, 2016
For the four-year term
EXPIRING SEPTEMBER 11, 2020**

EXHIBIT "A"

Loc No.	Location Name	Location City	State
119	VERNON	Vernon	CA
122	LONG BEACH	Long Beach	CA
411	JACKSONVILLE	Jacksonville	FL
412	CHARLOTTE	Charlotte	NC
413	TAMPA	Tampa	FL
415	NASHVILLE	Nashville	TN
416	CARY	Raleigh	NC
417	RIVIERA BEACH	Riviera Beach	FL
418	LARGO	Largo	FL
419	MEMPHIS	Memphis	TN
420	BIRMINGHAM	Homewood	AL
421	MARIETTA	Marietta	GA
422	FORT MYERS	Fort Myers	FL
424	GREENVILLE	Mauldin	SC
430	INDIANAPOLIS	Indianapolis	IN
431	LOUISVILLE	Louisville	KY
433	AKRON	Akron	OH
449	PITTSBURGH	Pittsburgh	PA
450	KANSAS CITY	Kansas City	MO
451	LOMBARD	Lombard	IL
452	BUFFALO	Cheektowaga	NY
453	NEW ORLEANS	New Orleans	LA
454	PULASKI	Chicago	IL
455	MINNEAPOLIS / BROOKLYN CENTER	Brooklyn Center	MN
456	ROCHESTER	Rochester	NY
458	DAVIE	Davie	FL
506	SEATTLE	Seattle	WA
523	POMPANO	Pompano Beach	FL
525	BALTIMORE	Baltimore	MD
526	HYCO	Bronx	NY
530	MIRAMAR	San Diego	CA
536	SACRAMENTO	Sacramento	CA
537	MESA	Mesa	AZ
538	PHOENIX	Phoenix	AZ
539	LAS VEGAS	Las Vegas	NV
541	WASHINGTON BLVD	Los Angeles	CA
542	CHICAGO/GOOSE ISLAND	Chicago	IL
543	LOS ANGELES	Los Angeles	CA
544	BOHEMIA	Bohemia	NY
545	SAN FRANCISCO	San Francisco	CA
546	MILWAUKEE	Milwaukee	WI
547	ALSIP	Alsip	IL
548	DES PLAINES	Des Plaines	IL
550	NEEDHAM	Needham	MA

EXHIBIT "A"

Loc No.	Location Name	Location City	State
553	TORRANCE	Torrance	CA
554	PASADENA	Pasadena	CA
556	VAN NUYS	Van Nuys	CA
557	ANAHEIM	Anaheim	CA
559	CLEVELAND / VALLEY VIEW	Valley View	OH
560	CRANSTON	Cranston	RI
561	MOUNT VERNON	Mount Vernon	NY
562	SAN JOSE	San Jose	CA
563	MASPETH	Maspeth	NY
564	COLUMBUS	Columbus	OH
565	NORCROSS	Norcross	GA
566	ELLSWORTH	Atlanta	GA
567	GARDEN CITY	Garden City	NY
568	DALLAS	Dallas	TX
569	HOUSTON	Houston	TX
570	SAN ANTONIO	San Antonio	TX
571	ORANGE	Orange	CT
572	DEARBORN	Dearborn	MI
573	SECAUCUS	Secaucus	NJ
575	RICHARDSON	Richardson	TX
576	MEDLEY	Medley	FL
578	ST PAUL	Saint Paul	MN
579	ST. LOUIS	Saint Louis	MO
583	CINCINNATI	Cincinnati	OH
584	TROY	Troy	MI
585	CAPITOL HEIGHTS	Capitol Heights	MD
586	ORLANDO	Orlando	FL
601	COLTON	Colton	CA
602	WALNUT	Walnut	CA
603	SAN DIEGO	San Diego	CA
610	SAN MARCOS	San Marcos	CA
628	HUNTINGTON BEACH	Huntington Beach	CA
650	OAKLAND	Oakland	CA
651	PORTLAND	Portland	OR
652	DENVER	Denver	CO
653	GREENWOOD VILLAGE	Greenwood Village	CO
655	WOODINVILLE	Woodinville	WA
658	FIFE	Fife	WA
659	FRESNO	Fresno	CA
660	SALT LAKE CITY	Salt Lake City	UT
661	CLACKAMAS	Clackamas	OR
701	AUSTIN	Austin	TX
702	SW HOUSTON	Houston	TX
703	FT. WORTH	Fort Worth	TX

EXHIBIT "A"

Loc No.	Location Name	Location City	State
704	TUCSON	Tucson	AZ
707	OKLAHOMA CITY	Oklahoma City	OK
801	BLAUVELT	Blauvelt	NY
802	COLONIE	Colonie	NY
803	FARMINGDALE	Farmingdale	NY
804	MANAYUNK	Philadelphia	PA
805	VIRGINIA BEACH	Virginia Beach	VA
806	PORT CHESTER	Port Chester	NY
807	NEPTUNE	Neptune	NJ
808	LANGHORNE	Langhorne	PA
809	RICHMOND	Richmond	VA
810	WILMINGTON	Wilmington	DE
811	AVON	Avon	MA
812	BETHLEHEM	Bethlehem	PA
813	RD DIST. CENTER/CRAZY RONI'S	Dayton	NJ
814	ANDOVER	Andover	MA
815	CHICOPEE	Chicopee	MA
816	HARRISBURG	Harrisburg	PA
817	CHANTILY	Chantilly	VA
819	NEWBURGH	Newburgh	NY
832	UNION	Union	NJ
834	EVERETT	Everett	MA
852	PENNSAUKEN	Pennsauken	NJ
855	ALEXANDRIA	Alexandria	VA
874	SOUTH PLAINFIELD	South Plainfield	NJ
882	HARTFORD	Hartford	CT
894	PINE BROOK	Pine Brook	NJ
895	HACKENSACK	South Hackensack	NJ